

Date: 6-26-12  
06/13/2012

**MEMORANDUM**

TO: State Comptroller  
Department of Accounting and General Services  
Attention: Pre-Audit

FROM: Department of Transportation  
Harbors - Fiscal

SUBJECT: Contract Submittal for:  Encumbrance & Certification  Encumbrance only

Contractor: **BELT COLLINS HAWAII LLC**

Vendor Code-Suffix: 323079 - 00 Quarter to be Encumbered:  1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  4<sup>th</sup>

Project: **General Engineering Services for the Planning and Development of the New  
Kapalama Container Terminal (H.C. 10298)**

NEW CONTRACT  CLAIMS TO CONTRACT (JV Attached)

Amendment No. 2 to Contract No. 54628 New Suffix(es) to be Established: 05

Summary of Appropriations:

Funds		Appropriation	Basic	Extra	Total
State	Fed				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	B-08-673-D	200,000.00	0.00	200,000.00
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
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<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	Others				
Grand Totals			200,000.00		200,000.00

*Kendrick Au* 6/13/12  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

STATE OF HAWAII

BATCH SLIP

TRANSPORTATION-HARBORS

DEPARTMENT

BOND

FUND

PART A

BATCH TYPE* (x)	DEPT. CODE (xx)	DEPT. BATCH REFERENCE NO. (xxxxxxxx)	TRANS FISCAL MO. (xx)	BATCH I.D.				DEPT. BATCH STATUS (x)	CENTRAL ACCTG. BATCH STATUS (x)
<b>P</b>	<b>D</b>	<b>P042899</b>	<b>12</b>	MM	DD	YY	NO. (xxx)		<b>R</b>
INTERFACE (x)	ONLINE (x)	ID-A (x)		TRANS. COUNT (xxxxx)	BATCH AMOUNT (xxxxxxxxxxx)				
				<b>1</b>	<b>200,000</b>	<b>00</b>		ORIGINAL	
								CORRECTED	

PART B

DOCUMENT NUMBER	REASON FOR REJECTION	TRANS. COUNT	AMOUNT	REJECTED BY
TOTAL BATCH CORRECTION				

REMARKS: C-41-Contract Input-Amendment No. 2 - General Engineering Services for the Planning and Development of the New Kapalama Container Terminal (H.C. 10298) BELT COLLINS HAWAII LLC

\* BATCH TYPE

- |   |   |
|---|---|
| A - Treasury Deposit Receipt B-13, B-14         | P - Contract Input C-41                     |
| B - Appropriation Warrant A-01                  | Q - Requisition & Purchase Order C-03, C-04 |
| C - Request for Transfer of Funds A-21          | R - Encumbrance Advice C-06                 |
| D - Unrequired Appropriations to be Lapsed A-08 | S - Universal Input Form A-28               |
| E - Request for Allotment A-19                  | T - Journal Voucher A-27                    |
| F - Allotment Advice A-15                       | Y - Departmental Input                      |
| G - Estimated Receipts B-31                     |   |

06/13/12

DATE

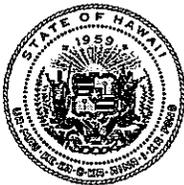
*Kendrick Au 6/13/12*

AUTHORIZED SIGNATURE









STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 2

TO CONTRACT 54628

(Insert contract number or other identifying information)

This Supplemental Contract No. 2, executed on the respective dates indicated below, is effective as of June 22, 2012, between the Department of Transportation, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Director of Transportation

(Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),

whose address is 869 Punchbowl Street, Honolulu, Hawaii 96813, and Belt Collins Hawaii LLC

("CONTRACTOR"),

a corporation,

(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: 2153 North King Street, Suite 200 Honolulu, Hawaii 96819; Fed ID No. 99-0209354, State ID No. W20338946-01.

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract No. 54628

(Insert contract number or other identifying information)

dated May 16, 2006, which was amended by Supplemental Contract No(s) 1 dated June 30, 2008, which was amended by Supplemental Contract No(s) dated, which was amended by Supplemental Contract No(s) dated (hereafter collectively referred to as "Contract"), whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'S change of name.

FROM:

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As set forth in the documents attached hereto as Exhibit \_\_\_\_\_, and incorporated herein.

A tax clearance certificate from the State of Hawaii  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service  is  is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

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)

Glenn M. Okimoto, Ph.D.  
\_\_\_\_\_  
(Print Name)

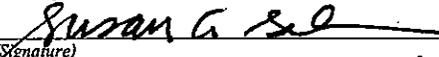
Department of Transportation  
\_\_\_\_\_  
(Print Title)

JUN 22 2012  
\_\_\_\_\_  
(Date)



**CONTRACTOR**

Belt Collins Hawaii LLC  
\_\_\_\_\_  
(Name of Contractor)

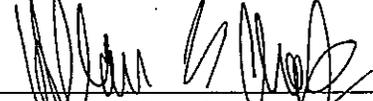
  
\_\_\_\_\_  
(Signature)

Susan A. Sakai  
\_\_\_\_\_  
(Print Name)

Vice President  
\_\_\_\_\_  
(Print Title)

6/13/12  
\_\_\_\_\_  
(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 HAWAII )  
 ) SS.  
CITY & COUNTY OF HONOLULU

On this 13TH day of JUNE, 2012 before me appeared  
SUSAN A. SAKAI and NIA, 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  
NIA of  
BELT COLLINS HAWAII LLC, 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)

L.S.

Dawn Higa  
(Signature)  
DAWN HIGA  
(Print Name)  
Notary Public, State of HAWAII  
My commission expires: 5/2/16

Doc. Date: 6/13/12 # Pages: 9 (3+6 enclosures)

Notary Name: DAWN HIGA 1ST Circuit

Doc. Description: SUPPLEMENTAL

CONTRACT NO 2 TO CONTRACT  
54628

(Notary Stamp or Seal)

Dawn Higa 6/13/12  
Notary Signature Date

NOTARY CERTIFICATION

L.S.



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 Belt Collins Hawaii LLC, 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 Susan A. Sakoi  
(Signature)  
 Print Name Susan A. Sakoi  
 Print Title Vice President  
 Name of Contractor Belt Collins Hawaii LLC  
 Date 12/13/12



STATE OF HAWAII  
**SCOPE OF SERVICES**

Contract No. 54628 Attachment S1 is amended as follow:

Paragraph 1.7 Limits. is replaced with the following:

1.7 Limits. The total amount for the work orders that can be issued under this Agreement as provided in Section 1.9 Work by Contractor shall not exceed SIX HUNDRED SIXTY THOUSAND SIX HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$660,638.00).



## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

Contract No. 54628 Attachment S2 is amended as follows:

2.1 Compensation and Payment for Services. The STATE agrees to pay the CONTRACTOR for the performance of the services required for each Job under this Contract, to the satisfaction of the State, in which total payment for all Jobs shall not exceed SIX HUNDRED SIXTY THOUSAND SIX HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$660,638.00).

Payment for the CONTRACTOR's services shall be made at the rate of 2.98 times the payroll rates for the First Year as shown below, based on the actual number of hours expended on each Job:

a.	Principal Manager	\$59.24/hr.
b.	Project Manager	\$44.45/hr.
c.	Sr Planner/Environmental Scientist	\$40.03/hr.
d.	Planner/Environmental Scientist	\$22.05/hr.
e.	Graphic Designer	\$23.98/hr.
f.	Environmental Engineer	\$38.31/hr.
g.	Civil Engineer	\$35.95/hr.
h.	Cadastral Engineer	\$39.01/hr.
i.	Junior Engineer	\$26.52/hr.
j.	CADD/Engineering Technician	\$24.05/hr.
k.	Landscape Architect	\$38.33/hr.
l.	Landscape Designer	\$20.10/hr.
m.	Administrative/Word Processor	\$20.46/hr.
n.	Computer Support/Programmer	\$27.58/hr.



## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

The hourly rates payable to the CONTRACTOR set forth above shall be inclusive of direct labor, overhead, profit, and all other expenses not deemed direct reimbursable costs by the STATE, in its sole discretion. The 2.98 multiplier does not include State General Excise Tax, which shall be added to labor costs at a rate of 4.712 percent. Escalation of hourly rates for each additional option year beginning on the first day of the anniversary month of the start date of this contract shall be based on the over the year Consumer Price Index (CPI) as determined by the U.S. Department of Labor, Bureau of Labor and ~~Statistics, Consumer Price Index-All-Urban Consumers (Current Series), not seasonally adjusted, for~~ Honolulu, Hawaii. Payment for CONTRACTOR's services beyond the term of this Contract will be based on agreed rates of pay.



STATE OF HAWAII  
**TIME OF PERFORMANCE**

Contract No. 54628 Attachment S3 is amended as follows:

Paragraph 3.2 Contract Time. is replace with the following:

3.2 Contract Time. This agreement shall expire on December 31, 2013, with an option for two (2) six-month extensions thereafter by written agreement, provided that the total cost of the CONTRACTOR's services does not exceed the amount set forth in paragraph 2.1 of Attachment S2.