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: ☑ 4th

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:

<table>
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<th>Funds</th>
<th>Appropriation</th>
<th>Basic</th>
<th>Extra</th>
<th>Total</th>
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Grand Totals 200,000.00 200,000.00

Kendrick Au 6/13/12
AUTHORIZED SIGNATURE

STATE ACCOUNTING FORM C-40
March 1, 2009 (REVISED)
### PART A

**BATCH I.D.**
- **BATCH TYPE:** P
- **DEPT. CODE:** D
- **DEPT. BATCH REFERENCE NO.:** P042899
- **TRANS. FISCAL MO.:** 12
- **DEPT. BATCH STATUS:** R
- **CENTRAL ACCTNG. BATCH STATUS:**
  - **TRANS. COUNT:** 1
  - **BATCH AMOUNT:** 200,000.00

**INTERFACE:**
- **ONLINE:**
- **ID-A:**

**ORIGINAL**
- **CORRECTED**

### PART B

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

---

**DATE:** 06/13/12

**AUTHORIZED SIGNATURE:**

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# STATE OF HAWAI'I
## CONTRACT INPUT

**Contract Number:** 54628

**Contractor Name:** BELT COLLINS HAWAII LLC

**Department:** Department of Transportation-Harbors Division

<table>
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<tr>
<th>Requested By</th>
<th>Contract Amounts</th>
<th>Ret %</th>
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<tr>
<td>JO-ANN HIGASHI</td>
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<td>XXXXXXXXXX xx 323079 00</td>
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**Contract Dates**

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</thead>
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<td>MM/DD/YY</td>
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**Description:** Amendment No. 2 - General Engineering Services for the Planning and Development of the New Kapalama Container Terminal

**H.C.:** 10298

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**Date:** 06/13/12

**Authorized Signature:**

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**State Accounting Form C-41**

**November 1, 1950 (Revised)**
**STATE OF HAWAII**
**CONTRACT INPUT**

**CONTRACT NUMBER**: 54628

**CONTRACTOR NAME**: BELT COLLINS HAWAII LLC
Department of Transportation-Harbors Division

**REQUESTED BY**: JO-ANN HIGASHI
**CONTACT AGENCY**: D
**CONTACT NAME**: D
**CONTACT NUMBER**: 200,000 00
**CONTRACT AMOUNTS**: RET %
**CONTRACT VENDOR CODE**: 323079 00

**REFERENCE DOCUMENT NUMBER**: XXXXXXXX
**SFX**: XX

**CONTRACT DATES**: Amendment No. 2 - General Engineering Services for the Planning and Development of the New Kapalama Container Terminal
H. C. 10298

**BEGIN MM/DD/YY**: MM/DD/YY
**EXP. COMPLETION**: MM/DD/YY

**OPTIONAL DEPARTMENTAL DATA**: SPX TC F YR APP D OBJECT COST CENTER PROJECT NUMBER PH DEPT ACT AMOUNT MODERO E V

**05 631 B 08 673 D 7101 6115 P10298 60 874 200,000 00**

**DATE**: 06/13/12
**AUTHORIZED SIGNATURE**: Kendrick An 6/13/12
**State of Hawaii**

**Contract Input**

**Contract Number:** 54628

**Contractor Name:** Belt Collins Hawaii LLC

**Department of Transportation-Harbors Division**

**Requested By:** Jo-Ann Higashi

**Contract Dates:**

- **Begin:**
- **Completion:**

**Description:** Amendment No. 2 - General Engineering Services for the Planning and Development of the New Kapalama Container Terminal

**H. C. 10298**

**Contract Amounts:**

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<th>RET %</th>
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<tbody>
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<td>Extra 00</td>
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**Vendor Code:** 323079

**Departmental Data:**

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<td>B</td>
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**Date:** 06/13/12

**Authorized Signature:**

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**State Accounting Form C-41**

**November 1, 1990 (Revised)**
STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 2

TO CONTRACT 54628

This Supplemental Contract No. 2, executed on the respective dates indicated below, is effective as of June 22, 2012, between the Department of Transporation ("STATE"), by its Director of Transportation (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, a corporation, 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. W2038946-01.

RECITALS

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

__________________________________________

AG-005-1a Rev 07/09/2010 1
TO: [Address]

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

[Name of Contractor]

[Signature]

Susan A. Sakai
(Print Name)
Vice President
(Print Title)

6/13/12
(Date)

APPROVED AS TO FORM:

[Signature]
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 OF HONOLULU

On this 13TH day of JUNE, 2012, before me appeared

SUSAN A. SAKAI and NIA

known, to be the persons described in and who, being by me duly sworn, did say that he/she/they is/are

BELT COLLINS HAWAII LLC

and NIA

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)

DAWN HIGA

(Print Name)

L.S.

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
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

Signature

Print Name

Print Title

Name of Contractor

Date

AG-010 Rev 11/15/2005
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.
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.