

**CHANGE ORDER**

|                         |   |                     |                                |
|-------------------------|---|---------------------|--------------------------------|
| <b>Project Title</b>    | The New Kapalama Container Terminal Wharf and Dredging Design | <b>Order No.</b>    | 2                              |
| Honolulu Harbor, Hawaii | <b>Job No. H.C.</b>   | 10498               | <b>Date</b> September 16, 2013 |
| <b>Contractor</b>       | Moffatt & Nichol  | <b>Contract No.</b> | 61625                          |

Section **S1.3 Project Scope** of Attachment – S1 of Contract No. 61625 shall be amended to add the following:

13. Consultation services associate with the Ecosystem-Impact Mitigation Framework Development and Needs Analysis (EIMF Development and Needs Analysis).
  - a. Consultation services will include providing professional opinions on potential impacts to marine species caused by the proposed PROJECT, as well as options for avoidance and/or minimization of impacts, as well as effective and reasonable mitigation measures. Opinions rendered will be provided in verbal form during discussions and meetings and in written form when required.
  - b. These consultation services will be conducted on a Time and Material basis. Billing will be computed at a rate of \$200/hour plus a 10% mark-up inclusive of profit and STATE taxes.

Section **S2.2 Compensation and Payment for Services** of Attachment – S2 of Contract No. 61625 shall be deleted and replaced in its entirety with the following:

**S2.2 Compensation and Payment for Services.** The STATE shall pay the CONTRACTOR a total sum not to exceed SIX MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$6,500,000.00), inclusive of the State of Hawaii General Excise Tax for the satisfactory completion of all work required, as described in Attachment S1, under this Contract to the satisfaction of the STATE.

For payment purposes, the said sum shall be allocated as follows:


| <u>Item</u>   | <u>Amount</u>          |
|---|------------------------|
| 1. Administrative, Management, and Coordination           | \$ 405,929.69          |
| 2. Data Collection and Site Evaluation                    | \$ 211,850.50          |
| 3. Field Investigation and Special Studies                | \$ 1,425,569.75        |
| 4. Environmental Permits and Coordination                 | \$ 562,704.57          |
| 5. Update Planning Study                                  | \$ 62,425.23           |
| 6. Conceptual Design (15%)                                | \$ 262,110.64          |
| 7. Public Information Meeting Number One                  | \$ 11,404.71           |
| 8. Preliminary Design of Dredging and Wharf (30%)         | \$ 671,333.44          |
| 9. Public Information Meeting Number Two                  | \$ 11,404.71           |
| 10. Pre-Final Design of Dredging and Wharf (80%)          | \$ 1,123,791.53        |
| 11. Final Design of Dredging and Wharf (100%)             | \$ 585,281.11          |
| 12. Pre-Construction and Construction Support Services    | \$ 387,458.49          |
| 13. Consultation Svcs EIMF Development and Needs Analysis | \$ 13,200.00           |
| 14. Title Search Allowance                                | \$ 30,000.00           |
| Subtotal  | \$ 5,764,464.37        |
| 15. Allowance for Reimbursable Cost                       | \$ 67,000.00           |
| 16. Allowance for Extra Work                              | \$ 668,535.63          |
| Total   | <u>\$ 6,500,000.00</u> |

Section **S2.4 Compensation for Extra Work** of Attachment – S2 of Contract No. 61625 shall be deleted and replaced in its entirety with the following:

**S2.4 Compensation for Extra Work.** An allowance of SIX HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED THIRTY FIVE AND 63/100 DOLLARS (\$668,535.63) is hereby provided for extra work. If the CONTRACTOR is required to perform additional work beyond that required under the contract, he shall be entitled to additional compensation which, if agreement is reached between the parties as to the amount, shall, together with the scope of the additional work, be incorporated into the contract by written amendment.

Except as aforesaid, the terms and conditions of said Contract No. 61625 shall remain unchanged and unaffected by this Change Order No. 2 to Contract No. 61625.


**RECOMMENDED:**

  
HMP Project Engineer      9/13/13  
Date

**ACCEPTED:**

\_\_\_\_\_  
Contractor's Representative      Date

**REVIEWED:**

  
HMP Development Officer      9/13/13  
Date

**APPROVED:**

\_\_\_\_\_  
Director of Transportation      Date

**CONCURRED:**

\_\_\_\_\_  
Harbors Engineering Program Manager      Date

\_\_\_\_\_  
Deputy Director for Projects      Date