

## CONTRACT FOR PROFESSIONAL SERVICES

This AMENDED AGREEMENT, made and entered into on November 25 2019, by and between the HONOLULU CITY COUNCIL, CITY AND COUNTY OF HONOLULU, a municipal corporation existing under and by virtue of the laws of the State of Hawaii, with offices at Honolulu Hale, 530 South King Street, Honolulu, Hawai'i 96813, hereinafter called the "CITY," and OCEANIT, by and through the City Council (hereinafter referred to as the "COUNCIL") and Oceanit, hereinafter referred to as the "CONSULTANT";

### WITNESSETH THAT:

WHEREAS, the Honolulu City Council of the City and County of Honolulu desires to engage the CONSULTANT to develop a draft report for the Council's Permitted Interaction Group ("PIG") established by Resolution 19-108, that would include, among other things, recommended improvements to the Army Corp of Engineers' Ala Wai Canal Flood Risk Management Project and any recommendations on alternative solutions. The consultant would communicate directly to the PIG.

WHEREAS, the services required are technical and professional in nature and COUNCIL personnel are not able to provide these services; and

WHEREAS, the pursuant to section 103D-304, Hawaii Revised Statutes (HRS) and the related Hawaii Administrative Rules (HAR), relating to the procurement of professional services; and

WHEREAS, the CONSULTANT is willing and able to provide the services set forth in this AMENDED AGREEMENT to review and analyze other alternatives proposed by the community that may be considered for flood mitigation feasibility; and

NOW, THEREFORE, the COUNCIL and CONSULTANT, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. This Contract and the following documents, appendices and exhibits collectively from the "AMENDED AGREEMENTS" or "Contract Documents", all of which are attached hereto and incorporated herein:

This Contract

Appendix A: AMENDED Scope of Work – Phase 2

Appendix B: Terms/Schedule of Work

Appendix C: AMENDED Compensation

Appendix D: Special Provisions

**Appendix E: General Terms and Conditions**

The Contract Documents as listed hereinabove are in the order of controlling preference should there be any conflict in the terms of the Contract Documents.

2. The CONSULTANT shall perform and complete in a professional manner all of the services required under Appendix A: Scope of Work and this AMENDED AGREEMENT. The CONSULTANT shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the work contemplated under Appendix A: Scope of Work – Phase 2 and this AGREEMENT.
3. The CONSULTANT agrees to perform all services indicated in the AMENDED AGREEMENT until completed to the COUNCIL's satisfaction.

It is hereby agreed by and between the parties hereto that the sum of SIX HUNDRED SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$606,250.00), is established as the maximum payable under this AMENDED AGREEMENT and is subject to Appendix C: AMENDED Compensation, Appendix D: Special Provisions and Appendix E: General Terms and Conditions, including the provisions thereof relating to reducing and increasing the compensation of the CONSULTANT.

4. The term of the AMENDED AGREEMENT shall be provided in Appendix B: Term/Schedule of Work.
5. The CONSULTANT will perform said work in an efficient manner so as entirely to complete and perform said work within the time set forth in Appendix B: Term/Schedule of Work.
6. By signing below, the CONSULTANT hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in Section 3-122-122, HAR, and submitted pursuant to Section 3-122-125, HAR, either to the actually or by specific identification in writing to the Officer-In-Charge in support of this AMENDED AGREEMENT, is accurate, complete and current as of the date of this AMENDED AGREEMENT. This certification includes the cost or pricing data supporting any advance agreement(s) between the CONSULTANT and the COUNCIL which are part of the CONSULTANT's proposal.
7. When notice is to be given to the COUNCIL it shall be mailed or delivered to:

Council Chair Ikaika Anderson  
Honolulu City Council  
City and County of Honolulu  
530 S. King Street, Room 202  
Honolulu, HI 96813  
Attention: Councilmember Carol Fukunaga  
Ala Wai PIG member

Form BFS - 74  
(Mar. 1996)

# Certificate

The attached contract for consultant services for the Ala Wai Canal  
Flood Mitigation Project conducted by Oceanit Laboratories Inc.

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds are available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO.	SC- CCL-2000031
FUND	110 (General)
ACCOUNT NO.	110-0012-20
OBJECT CODE	3006 (Other Professional Services)
AMOUNT	\$606,250.00 for 110-0012-20

HONOLULU, HAWAII


  
Ikaika Anderson  
Council Chair

8. When notice is to be given to the CONSULTANT it shall be mailed or delivered to:

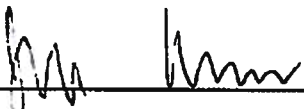
Jan Sullivan, COO  
Oceanit  
828 Fort Street Mall, Suite 600  
Honolulu, HI 96813

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year above written.


**CITY AND COUNTY OF HONOLULU**

By   
\_\_\_\_\_  
J. Ikaika Anderson, Chair  
City Council

**CONTRACTOR**

By   
\_\_\_\_\_  
Jan Sullivan, Consultant

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Deputy Corporation Counsel  
**DUANE W.H. PANG**

## APPENDIX A: SCOPE OF WORK – PHASE 2

### I. PROJECT TITLE

Consulting Services for the City and County's Council's Permitted Interaction Group ("PIG") for the Ala Wai Canal Flood Mitigation Project.

### II. OBJECTIVE

Review and analyze other alternatives proposed by the community that may be considered for flood mitigation feasibility include: Flood gates & pumps, or locks in the canal, Genki Ala Wai, underground detention basins, retractable canal walls, dry land and wetland plots to dissipate energy & storage, Ala Wai Canal Dredging (scheduled) and the Ahupua'a concept.

### III. SERVICES CONSULTANT shall assist the PIG successfully manage the opportunity of flood control for the City and County of Honolulu while reducing community impact and confusion from flood control measures, as proposed by the US Army Corps of Engineers (COE). The amended scope will include but is not limited to the following:

1. Develop Designs for Flood Mitigation in the Ala Wai Watershed
  - a. Engineering review of current USACE plan and any updates
  - b. Review and analysis of other alternatives proposed by the community for feasibility
2. Continue Community Engagement and Empowerment
  - a. Support PIG community events, including but not limited to Kaimukī, Kapahulu/Diamond Head, Waikiki/Ala Moana, McCully-Mō'ili'ili, and Manoa/Makiki.
    - i. Utilize Design Thinking process and tools for community engagement
    - ii. Plan and participate in community meetings
    - iii. Develop content and produce collateral
3. Project Coordination with Agencies and Community
  - a. Continue to communicate with stakeholders, including Federal, County, State, COE, others
4. Project Management
  - a. Articulate solutions that address stakeholder concerns and resolutions developed
    - i. Develop White papers and other support documentation and collateral
  - b. Engage Federal stakeholders
  - c. Develop guidelines and support materials

### III. DELIVERABLES. CONSULTANT will provide status reports to the PIG team, as needed. Project materials including collateral documentation, White papers and other content to support the scope of services will be produced, as needed.

For each alternative recommended as a result of engineering, economics and community analysis and acceptance, Oceanit will provide the following:

1. Executive Summary
2. Introduction
  - a. Background
  - b. Objectives
3. Methodology
  - a. Engineering
  - b. Economics
  - c. Community input
4. Results
5. Discussion and Recommendations
6. Appendix
  - a. Assumptions
  - b. Models run
  - c. Data analysis

## APPENDIX B: TERM/SCHEDULE OF WORK

### 1. PERFOMANCE OF SERVICES

Performance of services under this Agreement shall be completed within twenty-four months from the date indicated on the Notice to Proceed, exclusive of CITY review time, provided all services shall be satisfactorily completed by September 2022, unless otherwise extended by an amendment.

See attached timeline for work between November 2019 to April 2020.

**APPENDIX C: COMPENSATION**

CONSULTANT shall be paid on a Time and Material basis in an amount not to exceed SIX HUNDRED SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$606,250.00), unless agreed to in writing by both parties. CONSULTANT will bill the City and County monthly in accordance with CONSULTANT'S hourly rate categories, as reflected in the schedule below. CONSULTANT will be allowed to request reasonable rate adjustments on an annual basis.

Category	
Principal	\$375
Technical/Project Director	\$290
Senior Engineer	\$270
Project Manager	\$250
Community Engagement Specialist	\$250
Project Engineer	\$225
Permit Specialist	\$160
Technician	\$130

TASK	MANHOURS	COST
Engineering review of current USACE plan and any updates	400	\$112,000
Review and analysis of other alternatives proposed by the community	650	\$182,000
Continue Community Engagement and Empowerment	500	\$140,000
Coordination with Agencies & Community	265	\$66,250
Desired Outcomes (Deliverables)	250	\$70,000
Project Management	144	\$36,000
<b>Total</b>	<b>2,209</b>	<b>\$606,250</b>



## APPENDIX D: SPECIAL PROVISIONS

### 1. GTC 4.5 Payments

Delete GTC 4.5 Payments, section (a) in its entirety and replace it with the following:

“(a) Payments will be authorized by the Director after completion of performance or delivery and acceptance by the Director of all materials, goods, and services stipulated in the contract or Purchase Order and after the invoices, in triplicate, are received by the using agency, Attention: Administrative Service Offices. The invoices must list the following information: contract and confirmation purchase order numbers (if any), item numbers, description of items, quantities, unit prices, and extended totals.

Payments will be computed in accordance with any applicable unit prices bid.

Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed. “

### 2. GTC 5.4.6 Payment for Delivered Materials or Equipment

Delete section GTC 5.4.6 Payment for Delivered Materials or Equipment in its entirety.

### 3. GTC 5.4.7 Final Payment

Delete GTC 5.4.7 Final Payment, section (a) (1) and section (a) (2) in its entirety.

### 4. GTC Exhibit L Report of Equipment Purchased with Construction Contracts

Delete GTC Exhibit L Report of Equipment Purchased with Construction Contracts in its entirety.

## APPENDIX E: GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS FOR THE CITY AND COUNTY OF HONOLULU dated 2/1/15.

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. If not physically attached, it shall be incorporated by reference herein and referred to as the "General Conditions." Copies may be obtained online at [www.honolulu.gov/pur](http://www.honolulu.gov/pur) ; click on the link titled: " Instructions, Terms & Conditions".