

SUPPLEMENTAL AGREEMENT NO. 1
CONTRACT NO. c.006265

THIS SUPPLEMENTARY CONTRACT, made and entered into as of this 9th day of August, A.D. 2017, by and between the COUNTY OF HAWAII, a municipal corporation duly organized and existing under the laws of the State of Hawai'i, hereinafter called the "COUNTY", and AECOM Technical Services Inc., a corporation organized under the laws of the State of California, whose business address is 1001 Bishop Street, Suite 1600, Honolulu, Hawai'i 96813, hereinafter called the "CONSULTANT."

WITNESSETH:

WHEREAS, the parties hereto have entered into a CONTRACT dated April 25, 2017, to render all the necessary professional services required for closure of two (2) each Large Capacity Cesspools for the Pāhala Elderly Housing Complex in Pāhala Hawaii located at Tax Map Key No. 9-6-017:003 and 038; hereinafter called the "PROJECT" and

WHEREAS, the COUNTY finds it necessary to increase and extend the scope of the services of the CONSULTANT described in said agreement on account of additional survey and engineering services required for the PROJECT;

NOW THEREFORE, it is mutually understood and agreed that in consideration of the mutual promises and agreement contained herein, the parties hereto do agree to modify and change the agreement in accordance with the following terms and conditions:

1. Add the following Scope of Work as described under Exhibit "B" herein; and
2. Delete Section 2 of the Contract in its entirety and substitute with the following new paragraph:

“2. That the compensation for the work covered under SUPPLEMENTAL AGREEMENT No. 1 shall consist of a fee amount of EIGHTEEN THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$18,170.00), and that the total compensation for the work covered under the CONTRACT, including Supplemental Agreement No. 1 shall consist of a fee not to exceed ONE HUNDRED TEN THOUSAND NINE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$110,996.00), subject to the General Terms and Conditions, except in the case of contract amendment increasing or decreasing the scope of work”; and

IT IS FURTHER UNDERSTOOD AND AGREED that this Supplemental Agreement is a supplement to the Agreement heretofore executed by the parties and, except as specifically provided herein, shall in no way act as a waiver of any of the conditions and obligations imposed upon the parties by the said Agreement or the specifications attached thereto and made a part Agreement or the specifications attached thereto and made a part thereof, and any rights which any of the parties may have by virtue of the said Agreement are to be considered as full force and effect except as the same may have been altered or modified by this Supplemental Agreement.

FORUM SELECTION: No action or proceeding involving this contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai`i, State of Hawai`i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.

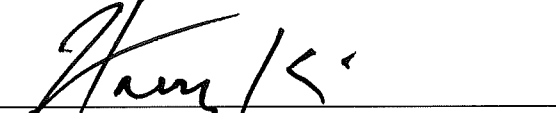
IN ALL OTHER RESPECTS, the parties reaffirm the provisions of the Contract dated April 25, 2017 which shall govern as if this supplementary contract had not been entered into.

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


RECOMMEND APPROVAL:


WILLIAM A. KUCHARSKI
Director of Environmental Management

COUNTY OF HAWAII:


By: HARRY KIM
Its: MAYOR

APPROVED AS TO FORM AND
LEGALITY;


Deputy Corporation Counsel
County of Hawaii

Date Signed: 07/04/2017
Lisa Baha

CONSULTANT

By: 
By: Rae Loui
Its: Authorized Signatory

Date Signed: July 14, 2017

DESIGNATED REPRESENTATIVE:

DORA BECK, P.E.
Wastewater Division Chief

Phone
Number: (808) 961-8513
Facsimile
Number: (808) 961-8644
Email
Address: Dora.Beck@hawaiicounty.gov

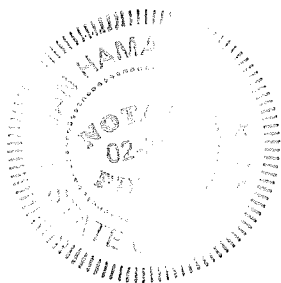
DESIGNATED REPRESENTATIVE:

Gregg Nakamura, P.E.
Title: Project Manager, Pacific District

Phone
Number: (808) 529-7237
Facsimile
Number: (808) 524-0246
Email
Address: Gregg.nakamura@aecom.com

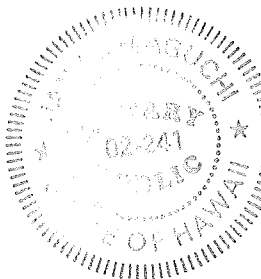
STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU) SS.

On July 14, 2017, before me personally appeared Rae M. Loui, to me personally known, who, being by me duly sworn, did say that he/~~she~~ is the Vice President (position) of AECOM Technical Services, Inc., a California corporation, and that the foregoing instrument was signed in the name of and on behalf of said corporation, and Rae M. Loui (name of person) acknowledged that he/~~she~~ is authorized to execute the same as a free act and deed of said corporation.



Jan Hamaguchi
Jan Hamaguchi
Notary Public, State of Hawaii

My commission expires: June 2, 2018



Document Date:	<u>No date at time of notary</u>	# Pages:	<u>8</u>
Notary Name:	<u>Jan Hamaguchi</u>	First Circuit	
Document Description:	<u>Supplemental Agreement No. 1 - Contract No. c 006265</u>		
Notary Signature:	<u>Jan Hamaguchi</u>	Date:	<u>7/14/2017</u>

EXHIBIT "B"

PĀHALA ELDERLY HOUSING SUPPLEMENTAL SCOPE OF WORK

1. GENERAL DESCRIPTION OF ADDITIONAL SCOPE OF WORK:

- A. Incorporate Task Order No. 1 authorizing additional work.
- B. Perform additional topographic survey to include the work limits for the gravity sewer line extension that is to be connected to the future sewer main.
- C. Tie in the topographic survey to the nearest benchmark and update the existing survey tie-downs and elevations based on the benchmark information.
- D. Perform preliminary site investigation for the gravity sewer line extension that is to be connected to the future sewer main.
- E. Include the gravity sewer line extension in the final construction plans, specifications and cost estimate to be reviewed by the County of Hawaii.
- F. Provide additional post design services during bidding and construction related to the gravity sewer line extension.
- G. Obtain DCAB Plan Review Approval.
- H. Coordinate with the applicable reviewing agencies for design approval.
- I. Follow County of Hawaii and DOH standards, rules and regulations.

2. PROJECT COST:

- A. Cost for the additional work shall be a Total Lump Sum equal to eighteen thousand one hundred seventy and No/100 dollars (\$18,170.00).

3. CONTRACT TIME:

- A. No additional time is granted under this Supplemental Agreement since the completion date is within the contract time issued under the original contract.



DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
WASTEWATER DIVISION

COUNTY OF HAWAII – 25 AUPUNI ST., ROOM 210 – HILO, HI 96720-4252
HILO (808) 961-8083 FAX (808) 961-8086

July 11, 2017

Glenn Nakamura, P.E.
AECOM
1001 Bishop Street
Suite 1600
Honolulu, HI 96813

Subject: **Contract c.006265 – Pahala Elderly Housing Complex LCC Closures**
Job No. WW-4435
TASK ORDER NO. 1

Mr. Nakamura:

The County of Hawai'i Department of Environmental Management, Wastewater Division (WWD) has reviewed the proposal provided by AECOM to include additional survey work and provide additional sewer line design for the future connection to the County sewer system.

The proposal amount of \$18,170.00 is acceptable to the WWD. Final costs for work under Task Order No. 1 will be incorporated into the Contract via Supplemental Agreement.

Should there be any comments or questions on the above please contact me at 808-961-8333 (lhirota@co.hawaii.hi.us).

Sincerely,

Lyle Hirota
Wastewater Deputy Division Chief

cc: Dora Beck, P.E., Wastewater Division Chief
Curtis Bailey, P.E., Project Manger
Robin Bauman, DEM Business Manager
Sandy Shore, Contracts Clerk