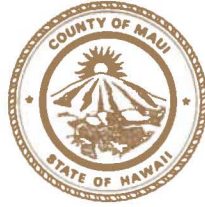


ALAN M. ARAKAWA
MAYOR



KEITH A. REGAN
MANAGING DIRECTOR

OFFICE OF THE MAYOR

Ke'ena O Ka Meia
COUNTY OF MAUI – Kalana O Maui

REFERENCE NO. BD-BA 17-44b

October 21, 2016

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Riki Hokama
Chair, Budget and Finance Committee
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Alan Arakawa 10/21/16

Mayor Date

Dear Chair Hokama:

SUBJECT: AMENDING FISCAL YEAR 2017 BUDGET: EMERGENCY FUND (BF-105)

Pursuant to your request dated October 11, 2016, I am transmitting an itemized breakdown, by department and program, of the \$5,000,000 requested to reimburse various County departments for work related to the September 2016 flood as well as copies of all related contracts, purchase orders, and p-card transactions.

Should you have any questions, please feel free to contact me at Ext. 7212.

Sincerely,

Sananda K. Baz
SANANDA K. BAZ
Budget Director

Attachments

cc: Keith Regan, Managing Director
Danny Agsalog, Director of Finance

OFFICE OF THE
COUNTY COUNCIL

2016 OCT 21 PM 3:58

RECEIVED

**County of Maui
September 2016 Flood Event
Preliminary Costs Incurred**

As of: 10/20/16

Agency/Department Name	Categories			Total
	A Salaries/OT	B Operations	C Equipment and Capital	
Maui County Civil Defense Agency				
Salaries, OT, meals etc.	\$ 13,131			
Total				\$ 13,131
Department of Environmental Management				
Solid Waste Division - Temporary Disposal Separation Recovery (TDSR) Site				
Salaries, OT, etc.	\$ 22,810			
Site Operation Contracts				
- Debris Processing		\$ 2,300,000		
- Green Waste Processing		\$ 30,788		
Tools, supply items and protective equipment		\$ 5,905		
Scale			\$ 10,000	
Total				\$ 2,369,503
Department of Finance				
Salaries, OT, meals etc.	\$ 1,645			
Total				\$ 1,645
Department of Parks and Recreation				
Salaries, OT, TA, meals etc.	\$ 695			
Debris removal		\$ 129,845		
Emergency repairs (roads, bridge, drainage)		\$ 839,227		
Security		\$ 32,903		
Total				\$ 1,002,670
Department of Planning				
Salaries, OT, meals etc.	\$ 5,157			
Total				\$ 5,157

County of Maui
September 2016 Flood Event
Preliminary Costs Incurred

As of: 10/20/16

Agency/Department Name	A Salaries/OT	B Operations	C Equipment and Capital	Total
Department of Police				
Salaries, OT, etc.	\$ 18,563			
Total				\$ 18,563
Department of Public Works				
Highways Division				
Salaries, OT, etc.	\$ 118,753			
Debris removal				
Emergency repairs (roads, bridge, drainage)				
Equipment rentals		\$ 7,812		
Total				\$ 126,565
Engineering Division				
Salaries, OT, etc.	\$ -			
Debris removal		\$ 707,305		
Emergency repairs (roads, bridge, drainage)		\$ 657,300		
Equipment rentals		\$ -		
Total				\$ 1,364,604
Department of Water Supply				
Salaries, OT, etc.	\$ 21,491			
Repairs to water system (lao & Kahoma)		\$ 76,670		
Total				\$ 98,161
Total to be reimbursed with \$5m appropriation	\$ 202,245	\$ 4,787,755	\$ 10,000	\$ 5,000,000
	**As of pay period ending 9/30/2016.			
All Departments				
Salaries, OT, etc.	\$ 94,563			
Repairs to water system (lao & Kahoma)		\$ 292,244		
Total				\$ 386,807
Remaining costs to be reimbursed along with future costs incurred by Departments.				

Employee Hours by Pay Code and Labor Level - Excel Export

Time Period: 9/1/2016 - 9/30/2016 11:59:59 PM

Query: All Employees

Printed For: 21853

Pay Codes: (24):|.5xOT|1.5xOT|BU12 Meal1 Unit - \$10|BU12 Meal2 Unit - \$8|BU12 Meal3 Unit - \$6|Comp Time 0.5|Comp Time 1.0|Comp Time 1.5|ECB Phone Consult|EmerCallBck|MealBrkfstUnit - \$6|MealDinnrUnit - \$10|MealLunchUnit - \$8|Ngt Dif .55|NgtDif .60|Ngt Dif OT .90|Ngt Dif OT 1.05|Night Diff OT .83|Regular|TA ECB Diff \$|TA OT Diffntl \$|TA OT Diffntl Hours|TA Regular \$|TA Regular Hours|

Actual/Adjusted: Show hours credited to this period plus historical edits made for this period

Labor Levels: 2-->3-->4

Labor Level Names Or Descriptions: Labor Level Names

Labor Level Selected

Civil Defense Total	13,131.48
DEM Total	22,809.90
Finance Total	1,645.20
Golf Total	579.56
Parks Total	115.18
Planning Total	5,157.20
Police Total	18,562.77
Public Works Total	118,752.71
Water Total	21,490.90
Grand Total	202,244.90



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.	
The order number must show on all invoices, packing lists, etc.	345919

VENDOR ID: 003469
 VENDOR: TJ GOMES TRUCKING CO. INC.
 500 WAIALE RD STE-B
 WAILUKU, HI 96793

DELIVER TO: SOLID WASTE DIVISION
 ONE MAIN PLAZA
 2200 MAIN ST 225
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
10/04/16	JSK		345919	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	MANAGE THE COLLECTION SITE FOR STORM DEBRIS FROM THE IAO STREAM OVERFLOW AREAS WORK TO BE DONE IN ACCRDANCE WITH COUNTY OF MAUI STORM DEBRIS COLLECTION SITE MANAGEMENT EMERGENCY PROCUREMENT SCOPE OF WORK REFERENCE: EMERGENCY 17-06 ATTN: S KIYONAGA 919509B-6141 *** PER VENDOR QUOTE ***	2,300,000.	2,300,000.00
			TAX	0.00
			PO TOTAL	2,300,000.00

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:

PRINT

SIGN

RECEIVING COPY

345919

SUBJECT TO COUNTY OF MAUI PURCHASE ORDER TERMS AND CONDITIONS FOUND AT WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
 As of 10/20/2016

PO Number: **345919** Vendor: **003469** **TJ GOMES TRUCKING CO. INC.** **Open Order**

PR Number: **345919** Addr Cd: **R1** 500 WAIALE RD STE-B
 WAILUKU, HI 96793

Confirm:	Requested by: SWD/SAGE	Req. Dt: 09/30/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 10/03/2016	Blanket Amount:	<table border="1" style="display: inline-table;"><tr><td>PQ</td><td></td><td></td><td></td><td></td></tr></table>	PQ				
PQ									
Contract:	PO Type: P	Print Dt: 10/04/2016	Buyer: JSK						
Ship To: SH810			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	2,300,000.00	<u>2,300,000.00</u>	919509B 6141			0.00	0.00	0.00		0.00

MANAGE THE COLLECTION SITE FOR STORM DEBRIS
 FROM THE IAO STREAM OVERFLOW AREAS
 WORK TO BE DONE IN ACCRDANCE WITH COUNTY OF
 MAUI STORM DEBRIS COLLECTION SITE MANAGEMENT
 EMERGENCY PROCUREMENT SCOPE OF WORK
 REFERENCE: EMERGENCY 17-06
 ATTN: S KIYONAGA

Contract Total: 2,300,000.00

ENCUMBRANCES

Item #	GL Account	JL Account	WO#	Post Date	T	EN Amount	Pending AP	PD Amount	Balance
PR 0001	MANAGE THE COLLECTION SITE FOR 919509B 6141			10/04/2016	EN	2,300,000.00			
						<u>2,300,000.00</u>			<u>2,300,000.00</u>
Total:						<u>2,300,000.00</u>			<u>2,300,000.00</u>

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julic Kawamura	Accepted	09/30/2016 14:58:49	09/30/2016 15:50:43		
PO_03	GLK Greg King	Accepted	09/30/2016 15:51:37	10/03/2016 16:15:35		

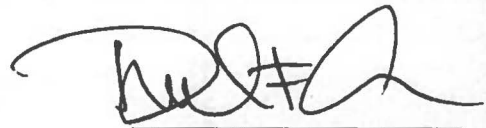
CONTRACT CERTIFICATION

I, **DANILO F. AGSALOG**, Director of Finance of the County of Maui, State of Hawaii, do certify that there is available appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

<u>Appropriation Index</u>	<u>Title</u>	<u>Amount Required</u>
<u>919871B</u>	<u>EP & S SOLID WASTE ALTERNATIVE (6112)</u>	<u>\$1,535,347.50</u>

CONTRACT NO. C 6050 EKO SYSTEMS INC. dba MAUI EKO SYSTEMS

Date: 21 day of JULY 2016
Time of Performance: June 30, 2018



DANILO F. AGSALOG
Director of Finance

Landfill diversion of organic materials
Maui Hawaii for the Department of
Environmental Management
RFP No. 15-16/P71
ORDINANCE NO.4334 (FY2017)

FY 2017

11
8/24
86

je
7/28/16

ALAN M. ARAKAWA
Mayor



DANILO F. AGSALOG
Director of Finance

MARK R. WALKER
Deputy Director of Finance

COUNTY OF MAUI
DEPARTMENT OF FINANCE
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793

July 27, 2016

EKO Systems, Inc.
dba Maui Eko Systems
1420 Vance Street, Suite 201
Lakewood, Colorado 80214

RE: CONTRACT FOR GOODS AND SERVICES: LANDFILL DIVERSION OF
ORGANIC MATERIALS, MAUI HAWAII FOR THE DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT
RFP NO. 15-16/P-71
CONTRACT NO. C6050

Dear EKO Systems, Inc.:

Enclosed is a copy of the fully executed contract for your file. You will be receiving your official notice to proceed on the project from the Director of the Department of Environmental Management or his designated representative.

Sincerely,

FOR Christy K Kailiuku

Daniilo F. Agsalog
Director of Finance

DFA:ckk
Enclosure

xc: Department of Environmental Management
Environmental Protection & Sustainability Division

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

Department: Environmental Management - Environmental Protection & Sustainability
Division

Project Title: Landfill Diversion of Organic Materials, Maui, Hawaii

RFP No.: 15-16/P71

Certification Requested from County: \$1,535,347.50

This CONTRACT is made and entered into by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "County", and EKO SYSTEMS, INC. dba MAUI EKO SYSTEMS, a Colorado corporation, whose mailing address is 1420 Vance Street, Suite 201, Lakewood, Colorado 80214, hereinafter referred to as the "Contractor." County and Contractor shall hereinafter be referred to collectively as the "Parties".

Source of Funds. The source(s) and availability of the funds for this Contract shall be as set forth in the Contract Certification signed by the Director of Finance of the County of Maui on or before the effective date of this Contract. Contract Certification shall be on file in the office of the Director of Finance of the County of Maui.

R E C I T A L S:

WHEREAS, the County has issued Request for Competitive Sealed Proposal for Landfill Diversion of Organic Materials ("RFP"), and has received and reviewed proposals submitted in response to the RFP; and

WHEREAS, the Contractor has been identified as the responsible offeror whose proposal was determined to be the most advantageous, taking into consideration price and the evaluation factors set forth in the RFP; and

WHEREAS, the County desires to retain and engage the Contractor to provide the goods or services, or both, as described in this Contract and its attachments, and the Contractor desires to provide such goods or services, or both, for, and on behalf of, the County; and

CONTRACT NO. C6050
CONTRACT FOR GOODS AND SERVICES

WHEREAS, the Contract is for goods or services, or both, as those terms are defined in Section 103D-104, Hawaii Revised Statutes ("HRS"); and

WHEREAS, pursuant to Section 46-1.5(4), HRS, the County is authorized to enter into this Contract.

NOW, THEREFORE, in consideration of the following mutual promises and agreements set forth, the Parties agree as follows:

1. Scope of Work. The Contractor shall, in a proper and satisfactory manner as determined by the County, provide all goods or services, or both, in accordance with County's RFP No. 15-16/P71, dated February 23, 2016, and any attachments thereto, and Contractor's Proposal dated March 30, 2016, as modified on June 3, 2016, and any attachments thereto (hereinafter, collectively, "Contract Documents"). Contract Documents are on file in the office of the Director of Finance of the County of Maui, and are incorporated herein by reference and hereby made a part of this Contract.

2. Time of Performance. The Contractor shall commence performance under this Contract upon issuance of the Notice to Proceed, and shall continue performance through June 30, 2018, unless sooner completed, terminated, or extended in compliance with the terms of this Contract.

This Contract may be extended for two additional terms of one year each, at the same terms and conditions and upon mutual agreement in writing. It is understood that to exercise each extension option, the parties will execute an Amendment to the Contract.

3. Compensation and Payment Schedule. The Contractor shall be compensated for services rendered and costs incurred under this Contract for a total amount not to exceed the amount of certification requested as set forth above, subject to appropriation, and inclusive of all taxes. County will pay Contractor in accordance with the fee schedule set forth in the Contract

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

Documents. Payments shall be made monthly in arrears, subject to the receipt of an original invoice by the Officer-in-Charge no later than on the fifth (5th) day of each month for services rendered during the previous calendar month. The original invoice shall specify the amount due, certify that services requested under this Contract have been performed by the Contractor according to the Contract, and also include any other information reasonably requested from time to time by the Officer in Charge, all in accordance with Section 17 of the General Conditions.

4. General Conditions. The Contractor shall comply with the General Conditions of this Contract (the "General Conditions"), which are attached hereto and are hereby made a part of this Contract.

5. *[This paragraph is intentionally left blank.]*

6. Standards of Conduct Declaration. The Standards of Conduct Declaration of the Contractor is attached hereto and is made a part of this Contract.

7. Other Terms and Conditions. Any Special Conditions are attached hereto and made a part of this Contract. In the event of any inconsistencies or conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. Any general, miscellaneous, or other terms, conditions, or provisions that are found in any of the Contractor's proposals for this Contract or in any sub-contractor's proposals attached thereto shall be unenforceable as against the County, unless the subject of such terms, conditions, or provisions is addressed in the County's General Conditions, and such terms, conditions, or provisions are consistent with the County's General Conditions.

8. Non-Appropriation of Funds for Multi-Term Contracts. County intends, subject to the provisions of this paragraph, to pay Contractor all sums due and to become due under the Contract; the Maui County Council has appropriated sufficient funds to pay all amounts due to

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

Contractor during County's current fiscal period; County reasonably believes that legally available funds in an amount sufficient to make all such payments for the full term can be obtained; and County intends to do all things lawfully within its power to obtain and maintain such funds during the full term of the Contract, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of the Maui County Council. In the event the Maui County Council fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during County's next fiscal period, County may, subject to the terms hereof, terminate the Contract as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). County agrees to deliver notice of an Event of Non-appropriation to Contractor at least 30 days prior to the end of County's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. County and Contractor understand and intend that County's obligation to make payments and pay other amounts due under the Contract shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning County's creation of indebtedness, nor shall anything contained herein constitute a pledge of County's tax revenues, funds or monies.

9. Conflict. In the event of any conflict between or among this Contract and other documents that are attached hereto or incorporated herein by reference or both, the terms of this Contract shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Contractor last.

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

10. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Procurement Officer
Department of Finance
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Notice to the Contractor shall be sent to the Contractor's address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Contractor is responsible for notifying the County in writing of any change of address.

11. Officer-in-Charge. The Director of Environmental Management, or an authorized representative, shall be the Officer-in-Charge for all services provided herein, and shall have the right to oversee the successful completion of contract requirements, including monitoring, coordinating and assessing Contractor's performance and approving completed work/services with verification of same for Contractor's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Contractor from award to contract completion.

IN WITNESS WHEREOF, the Parties execute this Contract by their signatures, on the dates below, to be effective as of the date of last signature hereto.

[EXECUTION PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONTRACT NO. C6050
CONTRACT FOR GOODS AND SERVICES

CONTRACTOR EXECUTION PAGE

I hereby represent and warrant that I have the legal right and authority to execute this Contract on behalf of the Contractor.

CONTRACTOR:

EKO SYSTEMS, INC., dba MAUI EKO
SYSTEMS

By Thomas A Pawlich
(Signature)

Thomas A. Pawlich
(Print Name)

Its President
(Title)

Date June 24, 2016

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

STATE OF Colorado)
County of Jefferson) SS.

On this 24th day of June, 2016, before me personally appeared Thomas A Pawlitz, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

JANET L GOTTSCHALCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 1992400216
MY COMMISSION EXPIRES APRIL 27, 2020

Janet L Gottschalck
Notary Public, State of Colorado

Print Name: Janet L Gottschalck

My commission expires: 04-27-20

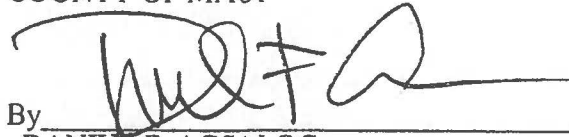
NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>June 24th 2016</u>	# Pages: <u>23</u>
Notary Name:	<u>Janet L Gottschalck</u>	Judicial Circuit: _____
Doc. Description:	<u>Contract No. C6050</u> <u>RFP No. 1516/P71 with EKO</u> <u>Systems Inc DBA MAUI EKO Systems</u>	
Notary Signature:	<u>Janet L Gottschalck</u>	
Date:	<u>6-24-16</u>	

JANET L GOTTSCHALCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 1992400216
MY COMMISSION EXPIRES APRIL 27, 2020

CONTRACT NO. C6050
CONTRACT FOR GOODS AND SERVICES

COUNTY EXECUTION PAGE

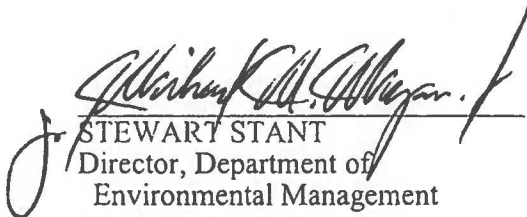
COUNTY OF MAUI



By DANILO F. AGSALOG
Its Director of Finance

Date JUL 27 2016

APPROVAL RECOMMENDED:


STEWART STANT
Director, Department of
Environmental Management

Date 7/7/16

APPROVED AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel

S:\ALLUCON FRAC15\cd\systems, inc. c6050\primary.wpd

Date 7/11/2014

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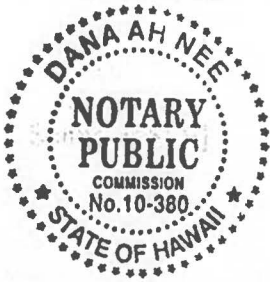
CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 27th day of July, 20 16, before me appeared DANILO F. AGSALOG, to me personally known, who being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said DANILO F. AGSALOG acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

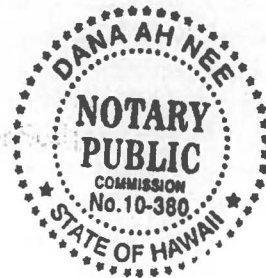


Dana Ah Nee
Notary Public, State of Hawaii

Print Name: DANA AH NEE

My commission expires: NOV 14 2018

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>JUL 27 2016</u>	# Pages:	<u>25</u>
Notary Name:	<u>DANA AH NEE</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>Contract No. C6050-Contract for Goods and Services- Landfill Diversion of organic materials, Maui, Hawaii, RFP No. 15-16/P71</u>		
Notary Signature:	<u>Dana Ah Nee</u>		
Date:	<u>JUL 27 2016</u>		



CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Substantial 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 County, including members of boards, commissions, and committees, and employees under contract to the County, but excluding members of the County Council ("County Council Members").

On behalf of EKO SYSTEMS, INC. dba MAUI EKO SYSTEMS, Contractor, the undersigned does declare as follows:

1. Contractor is is not a County Council Member or an Employee or a business in which a County Council Member or an Employee has a substantial interest.
2. Contractor has not been represented or assisted personally in the matter by an individual who has been an Employee of the County department awarding this Contract within the preceding year and who participated while so employed in the matter with which the Contract is directly concerned.
3. Contractor has not been assisted or represented by a County Council Member or Employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a County Council Member or Employee for a fee or other compensation in the performance of this Contract, if the County Council Member or Employee has been involved in the development or award of the Contract.
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 Employee, or in the case of the County Council, a County Council Member, and participated while an Employee or a County Council Member on matters related to this Contract.

*Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$500, the Contract may not be awarded unless the Contract is made after competitive bidding.

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

Contractor understands that the Contract to which this document is attached is voidable on behalf of the County if this Contract was entered into in violation of any provision of Article 10 of the Revised Charter of the County of Maui ("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 County.

Contractor:

EKO SYSTEMS, INC. dba MAUI EKO SYSTEMS

By Thomas A Pawlich
(Signature)

Thomas A. Pawlich
(Print Name)

Its President
(Title)

Date July 13, 2016

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

**COUNTY OF MAUI
GENERAL CONDITIONS
FOR PURCHASE OF GOODS AND SERVICES**

1. COORDINATION OF SERVICES BY THE COUNTY. The Officer-in-Charge shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in this Contract. The CONTRACTOR shall maintain communications with the Officer-in-Charge at all stages of the CONTRACTOR's work, and submit to the head of the purchasing agency for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any COUNTY department or division which is authorized to enter into contracts for the procurement of goods and services.

2. RELATIONSHIP OF PARTIES: INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES.

a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this agreement; however, the COUNTY shall have a general right to inspect work in progress to determine whether, in the COUNTY's opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the COUNTY does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the COUNTY.

b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Contract, agents or employees of the COUNTY for any purpose, and the CONTRACTOR and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the COUNTY any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the COUNTY employees.

c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes and (iii) general excise taxes. Unless provided otherwise by agreement between the parties, the CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, Hawaii Revised Statutes ("HRS"), and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the CONTRACTOR have been paid and submit the same to the COUNTY prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under Section 103-53, HRS and Paragraph 17 of these General Conditions.

f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and sections 3-122-112, Hawaii Administrative rules, ("HAR"), that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

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In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. PERSONNEL REQUIREMENTS.

a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Contract.

b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. **NONDISCRIMINATION.** No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable Federal, State, or County law.

5. **CONFLICTS OF INTEREST.** The CONTRACTOR represents that neither the CONTRACTOR, nor any employees or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Contract.

6. SUBCONTRACTS AND ASSIGNMENTS; CHANGE OF NAME.

a. No assignment without consent. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (1) the CONTRACTOR obtains the prior written consent of the COUNTY and (2) the CONTRACTOR'S assignee or subcontractor submits to the COUNTY a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the COUNTY.

b. Recognition of a successor in interest. When in the best interests of the COUNTY, a successor in interest may be recognized in an assignment agreement in which the COUNTY, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- 1) The Assignee assumes all of the CONTRACTOR'S obligations;
- 2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the COUNTY; and
- 3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

c. Change of name. When the CONTRACTOR asks to change the name under which it holds this Contract with the COUNTY, the contract officer of the purchasing agency shall, upon receipt of a document acceptable or satisfactory to said officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms or conditions of this Contract are thereby changed.

d. Reports. All assignment contracts and amendments to this Contract effecting changes of CONTRACTOR's name or novations hereunder shall be reported to the chief procurement officer as defined in section 103D-203(b), HRS, within 30 days of the date that the assignment contract or amendment becomes effective.

e. Actions affecting more than one purchasing agency. Notwithstanding the provisions of Subparagraphs b. through d. herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the COUNTY, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the County Department of Finance

7. **INDEMNIFICATION AND DEFENSE.** Except as provided for in Section 103D-713, HRS, the CONTRACTOR shall defend, indemnify and hold harmless the COUNTY, the contracting department and their directors, employees and agents from and against all liability, loss, damage, cost and expense, including all

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attorneys' fees and costs, and all claims, suits and demands therefor, arising out of or in connection with any acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents or subcontractors under this Contract. The provisions of this Paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract for any reason.

8. **COST OF LITIGATION.** In case the COUNTY shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay any cost and expense incurred by or imposed on the COUNTY, including attorneys' fees.

9. **LIQUIDATED DAMAGES.** When the CONTRACTOR is given notice of delay or nonperformance as specified in Paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the COUNTY the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the COUNTY reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under Subparagraph 13.d. (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay. This Paragraph is of no force and effect unless the amount of liquidated damages is specified in the Contract.

10. **COUNTY'S RIGHT OF OFFSET.** The COUNTY may offset against any monies or other obligations the COUNTY owes to the CONTRACTOR under this Contract, any amounts owed to the COUNTY by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the COUNTY by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The COUNTY will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this Paragraph, amounts owned to the COUNTY shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the COUNTY, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the COUNTY under such payment or other settlement plan.

11. **DISPUTES.** Disputes shall be resolved in accordance with Section 103D-703, HRS and Chapter 3-126, HAR.

12. **SUSPENSION OF AGREEMENT.** The COUNTY reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The head of the purchasing agency may, by written order to the CONTRACTOR at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period of time not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the head of the purchasing agency shall either:

1) Cancel the stop performance order; or
2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery or performance schedule or compensation, or both, and the Contract shall be modified in writing accordingly, if:

1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract and

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2) The CONTRACTOR asserts a claim for such adjustment within thirty (30) days after the end of the period of performance stoppage provided that if the head of the purchasing agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this Paragraph shall be determined in accordance with the price adjustment provisions of this Contract.

13. TERMINATION FOR DEFAULT.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the head of the purchasing agency may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the head of the purchasing agency, the head of the purchasing agency may terminate the CONTRACTOR's right to proceed with the Contract or such part of the Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part the head of the purchasing agency may procure similar goods or services in a manner and upon the terms deemed appropriate by the head of the purchasing agency. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods and services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the head of the purchasing agency, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the COUNTY has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by the COUNTY shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the head of the purchasing agency. If the parties fail to agree, the head of the purchasing agency shall set the amount subject to the CONTRACTOR's rights under chapter 3-126, HAR. The COUNTY may withhold from amounts due the CONTRACTOR such sums as the head of the purchasing agency deems to be necessary to protect the COUNTY against loss because of outstanding liens or claims of former lien holders and to reimburse the COUNTY for the excess costs incurred by the COUNTY in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, if the CONTRACTOR has notified the head of the purchasing agency within fifteen (15) days after the cause of the delay and the failure arises out of causes including acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the head of the purchasing agency shall ascertain the facts and extent of the failure, and, if he or she determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule or the time of performance shall be revised accordingly, subject to the rights of the COUNTY under the clause entitled, in fixed-price contracts, "Termination for Convenience," and in cost-reimbursement contracts, "Termination." As used in this Paragraph the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this Paragraph, it is determined for any reason that the CONTRACTOR was not in default under this Paragraph, or that the delay was excusable under the provisions of Subparagraph d., "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 14.

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f. Additional rights and remedies. The rights and remedies provided in this Paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. TERMINATION FOR CONVENIENCE BY THE COUNTY.

a. Termination for convenience. The head of the purchasing agency may, when the interests of the COUNTY so require, terminate this Contract in whole or in part, for the convenience of the COUNTY. The head of the purchasing agency shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when such termination becomes effective.

b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance, and on the date(s) set in the notice of termination the CONTRACTOR shall stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the County's approval. The head of the purchasing agency may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the COUNTY. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as are necessary to do so.

c. Right to goods and work product. The head of the purchasing agency may require the CONTRACTOR to transfer title and deliver to the COUNTY in the manner and to the extent directed by the head of the purchasing agency:

1) Any completed goods or work product or both; and
2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract. The CONTRACTOR shall, upon direction of the head of the purchasing agency, protect and preserve property in the possession of the CONTRACTOR in which the COUNTY has an interest. If the head of the purchasing agency does not exercise this right, the CONTRACTOR shall use CONTRACTOR's best efforts to sell such goods and manufacturing materials. Use of this Paragraph in no way implies that the COUNTY has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience, together with cost or pricing data to the extent required by subchapter 15, chapter 3-122 of the HAR, bearing on the claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the head of the purchasing agency may pay the CONTRACTOR, if at all, an amount set in accordance with d.(3) of this Paragraph.

2) The head of the purchasing agency and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted to the extent required by subchapter 15, chapter 3-122 of the HAR, and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the COUNTY, the proceeds of any sales of goods and manufacturing materials under Subparagraph c. of this Paragraph, and the Contract price of the performance not terminated.

3) Absent complete agreement under Subparagraph d.2) above, the head of the purchasing agency shall pay the CONTRACTOR the following amounts, provided payments agreed to under Subparagraph d.2) shall not duplicate payments under this Subparagraph for the following:

(A) Contract prices for goods or services or both accepted under the Contract;
(B) Costs incurred in preparing to perform and performing the terminated portion of the work or performance plus a five per cent markup on actual direct costs on the portion of the work or performance, the markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services or both; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Subject to the prior approval of the head of the purchasing agency, costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph b. Subcontractors shall be entitled to a markup of no more than ten per cent on direct costs incurred to the date of termination. These costs must not include costs paid in accordance with Subparagraph d.3)(B).

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(D) The total sum to be paid the CONTRACTOR under this Subparagraph shall not exceed the total Contract price reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph c.3) and the Contract price of performance not terminated.

4) Costs claimed, agreed to, or established under Subparagraphs d.2) and d.3) above shall be in accordance with Chapter 3-123, HAR.

15. CLAIMS BASED ON THE HEAD OF THE PURCHASING AGENCY'S ACTIONS OR OMISSIONS.

a. Change in scope. If any action or omission on the part of the head of the purchasing agency (which term includes the designee of such person) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of proper officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages or extension of time for completion, provided:

1) The CONTRACTOR shall have given written notice to the head of the purchasing agency:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance or

(C) Within such further time as may be allowed by the head of the purchasing agency in writing.

2) This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages or an extension of time. The head of the purchasing agency or his or her designee, upon receipt of such a notice, may rescind such action, remedy such omission or take such other steps as may be deemed advisable in the discretion of the head of the purchasing agency or his or her designee.

3) The notice required by Subparagraph a.1) of this Paragraph must describe as clearly as practicable, at the time, the reasons why the CONTRACTOR believes that additional compensation, damages or an extension of time may be remedies to which the CONTRACTOR is entitled; and

4) The CONTRACTOR must maintain and, upon request, make available to the head of the purchasing agency within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the COUNTY, of the claimed additional costs or an extension of time in connection with such changes.

b. Nothing herein contained, however shall excuse the CONTRACTOR from compliance with any rules or laws precluding any County officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Any adjustment in the price made pursuant to this Paragraph shall be determined in accordance with the price adjustment provisions of the Contract and these General Conditions.

16. COST AND EXPENSES. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class airfare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the head of the purchasing agency is obtained, reimbursement for subsistence allowable allowance (i.e., hotel and meals) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel for County officers and employees in the executive branch who are excluded from collective bargaining coverage. No other travel or living expense (e.g., tips, entertainment, alcohol, etc.) shall be reimbursed by the COUNTY, other than those items listed in Subparagraphs a. and b. of this Paragraph. Invoices shall document the days of travel by including the name of the traveler, itinerary, airfare receipt, hotel receipt, and ground transportation receipts. All travel must be pre-approved by the COUNTY Officer-in-Charge.

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d. CONTRACTORS with an office located on the same island as the site of the services to be provided pursuant to this Contract are not entitled to per diem or transportation expense reimbursement unless expressly specified in the Contract.

17. PAYMENT PROCEDURES; FINAL PAYMENT; TAX CLEARANCE.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds, and all payments shall be made in accordance with and subject to Article 9 of the County of Maui Charter.

c. Payment only for work under contract. The COUNTY is not responsible to pay for work performed by CONTRACTOR or its subcontractors that is not in this Contract and any amendments or change orders thereto. CONTRACTOR must follow Paragraph 19, Contract Modifications, or Paragraph 20, Change Orders, and must have proper authorization before performing work outside the original Contract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. FEDERAL OR STATE FUNDS. If this Contract is payable in whole or in part from federal or state of Hawaii ("State") funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal or State funds, the CONTRACTOR shall be paid only from such funds received from the federal or State government, and shall not be paid from any other funds. Failure of the County to receive anticipated federal or

State funds shall not be considered a breach by the County or an excuse for nonperformance by the CONTRACTOR.

19. CONTRACT MODIFICATIONS.

a. Modification in writing; no verbal modification. At any time, and without notice to any surety, the head of the purchasing agency, subject to mutual agreement of the parties to the Contract in writing and all appropriate adjustments, may make modifications within the general scope of this Contract to include any one or more of the following:

- 1) Drawings, designs, or specifications, for the goods to be furnished or services to be performed;
- 2) Method of shipment or packing;
- 3) Place of delivery;
- 4) Description of services to be performed;
- 5) Time of performance (I. e., hours of the day, days of the week, etc.);
- 6) Place of performance of the services; or
- 7) Other provisions of the contract accomplished by mutual action of the parties to the contract.

b. No verbal modification. No verbal modification, alteration, amendment, change or extension of any term, provision or condition of this Contract shall be permitted or acknowledged.

c. Adjustment of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if the claim is not received by the head of the purchasing agency prior to final payment under this Contract.

e. Other claims not barred. In the absence of a written modification to the Contract, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

f. Professional Services Contract. If this is a professional services contract awarded pursuant to Section 103D-304, HRS, any modification, alteration, amendment, change or extension of any term, provision or extension

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of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial Contract price must receive the prior approval of the County Director of Finance.

g. Tax clearance. The COUNTY may, at its discretion, require the CONTRACTOR to submit to the COUNTY, prior to the COUNTY's approval of any modification, alteration, amendment, change or extension of any term, provision or condition of the Contract, a tax clearance from the Director of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued against the CONTRACTOR have been paid.

h. Sole source agreements. Amendments to sole source agreements that would change the original scope of the agreement, or increase the original contract price by ten percent or more, may only be made with the approval of the Chief Procurement Officer. Annual renewal of a sole source agreement for services shall not be submitted as an amendment.

20. CHANGE ORDERS. A change order is a written order signed by the head of the purchasing agency, directing the CONTRACTOR to make changes which the "changes clause" described below authorizes the head of the purchasing agency to order without the consent of the CONTRACTOR.

a. Changes Clause Generally. By written order, at any time, and without notice to any surety, the head of the purchasing agency may, unilaterally, order of the CONTRACTOR:

- 1) Changes in the work within the scope of the Contract; and
- 2) Changes in the time of performance of the Contract that do not alter the scope of the contract work.

b. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment in contract price shall be resolved in accordance with Subparagraph a.5) of Paragraph 21 on Price Adjustment. Failure of the parties to agree to an adjustment in time shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the head of the purchasing agency, within fourteen days after the changed work commences, makes the provisional adjustments in time as the head of the purchasing agency deems reasonable. The right of the CONTRACTOR to dispute the contract price or time required for performance or both shall not be waived by its performing the work, provided however, that it follows the written notice requirements for disputes and claims established by the Contract.

c. Time period for claim. Except as may be provided otherwise by section 103D-501(b), HRS, the CONTRACTOR must file a written claim disputing the contract price or time provided in a change order within ten days after receipt of a written change order, unless such period for filing is extended by the head of the purchasing agency in writing. The requirement for filing a timely written claim cannot be waived and shall be a condition precedent to the assertion of a claim.

1) Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if the claim is not received by the head of the purchasing agency prior to final payment under this Contract.

2) Other claims not barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. PRICE ADJUSTMENT.

a. Price adjustment. Any adjustment in the Contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

- 1) By agreement on a fixed price adjustment before commencement of the pertinent performance;
- 2) By unit prices specified in the Contract or subsequently agreed upon before commencement of the pertinent performance;
- 3) By the costs attributable to the events or situations covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon before commencement of the pertinent performance;
- 4) In such other manner as the parties may mutually agree upon before commencement of the pertinent performance; or
- 5) In the absence of agreement between the parties, the adjustment shall be made pursuant to 103D-501(b)(5), HRS.

b. Submission of cost or pricing data. The CONTRACTOR shall be required to submit cost or pricing data for any price adjustment subject to the provisions of subchapter 15, chapter 3-122, HAR. A fully executed change order

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or other document permitting billing for the adjustment in price under any method listed in Subparagraph (a)(1) through (a)(4) of this Paragraph shall be issued within ten days after agreement on the method of adjustment.

22. VARIATIONS IN QUANTITY FOR ANY DEFINITE QUANTITY CONTRACT. If this is a definite quantity goods or services contract, upon the agreement of the COUNTY and the CONTRACTOR, the quantity of goods or services, or both, specified in this Contract, may be increased by a maximum of ten per cent (10%), provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable; and (2) the head of the purchasing agency makes a written determination that such an increase will either be more economical than awarding another Contract or that it would not be practical to award another agreement.

23. CHANGES IN COST-REIMBURSEMENT CONTRACT. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

a. The head of the purchasing agency may at any time by written order, and without notice to the sureties, in any, make changes within the general scope of the Contract in any one or more of the following:

- 1) Description of performance;
- 2) Time of performance (i.e., hours of the day, days of the week, etc.)
- 3) Place of performance of services;
- 4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the COUNTY in accordance with the drawings, designs, or specifications;
- 5) Method of shipment or packing of supplies; or
- 6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the head of the purchasing agency shall make an equitable adjustment in the 1) estimated cost, deliver or completion schedule, or both; 2) amount of any fixed fee; and 3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR's rights to an adjustment under this provision within 30 days from the day of receipt of the written order. However, if the head of the purchasing agency decides that the facts justify it, the head of the purchasing agency may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under the provision on Dispute herein. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of Subparagraphs a. and b. of this Paragraph, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if the contract is incrementally funded, the new amount allotted to the contract.

24. PROMPT PAYMENT OF SUBCONTRACTORS.

a. Generally. Any money paid to a CONTRACTOR shall be disbursed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the procurement agency has withheld payment.

b. Final payment. Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

c. Penalty. The procurement officer or the CONTRACTOR, as applicable, will be subject to a penalty of one and one-half per cent per month upon outstanding amounts due that were not timely paid by the responsible party under the following conditions. Where a subcontractor has provided evidence to the CONTRACTOR of satisfactorily completing all work under their subcontract and has provided a properly documented final payment request as described in Subparagraph d. of this Paragraph, and:

- 1) Has provided to the CONTRACTOR an acceptable performance and payment bond for the project executed by a surety company authorized to do business in the State, as provided in section 103-32.1, HRS; or
- 2) The following has occurred:

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

(A) A period of ninety days after the day on which the last of the labor was done or performed and the last of the material was furnished or supplied has elapsed without written notice of a claim given to CONTRACTOR and the surety, as provided for in section 103D-324, HRS; and

(B) The subcontractor has provided to the CONTRACTOR, an acceptable release of retainage bond, executed by a surety company authorized to do business in the State, in an amount of not more than two times the amount being retained or withheld by the CONTRACTOR; any other bond acceptable to the CONTRACTOR; or any other form of mutually acceptable collateral, then, all sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the procurement officer to the CONTRACTOR and subsequently, upon receipt from the procurement officer, by the CONTRACTOR to the subcontractor within the applicable time periods specified in Subparagraph b. of this Paragraph and section 103-10, HRS. The penalty may be withheld from future payment due to the CONTRACTOR, if the CONTRACTOR was the responsible party. If a CONTRACTOR has violated Subparagraph b. three or more times within two years of the first violation, the Contractor shall be referred by the procurement officer to the contractors license board for appropriate action, including action under section 444-17(14), HRS.

d. A properly documented final payment request from a subcontractor, as required by Subparagraph c., shall include:

1) Substantiation of the amounts requested;

2) A certification by the subcontractor, to the best of the subcontractor's knowledge and belief, that:

(A) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;

(B) The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the subcontract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and

(C) The payment request does not include any amount that the subcontractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract; and

3) The submission of documentation confirming that all other terms and conditions required under the subcontract agreement have been fully satisfied.

The procurement officer shall return any final payment request that is defective to the CONTRACTOR within seven days after receipt, with a statement identifying the defect.

e. This section shall not be construed to impair the right of a CONTRACTOR or a subcontractor at any tier to negotiate and to include in their respective subcontracts provisions that provide for additional terms and conditions that are requested to be met before the subcontractor shall be entitled to receive final payment under Subparagraph c. of this Paragraph; provided that any such payments withheld shall be withheld by the procurement officer.

25. ACCEPTANCE OF GOODS AND SERVICES. The COUNTY shall accept goods and services or give CONTRACTOR notice of rejection within a reasonable time, notwithstanding any payment, prior test, or inspection. No inspection, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance with the specifications, shall relieve CONTRACTOR of any obligations under this Contract or impair any rights or remedies of the COUNTY.

26. OBSOLETE PARTS/LONG TERM PARTS AVAILABILITY. Contractor shall timely report on the status of end of life (EOL) hardware that has been procured for the purchased or leased product. EOL hardware includes the following: electronic components/piece parts and mechanical hardware. Contractor shall provide advanced notification in writing to the Officer-in-Charge of any changes to tooling, facilities, materials, availability of parts, or processes that could affect the contracted product. This includes but is not limited to fabrication, assembly, handling, inspection, acceptance, testing, facility relocation, or introduction of a new manufacturer. Contractor shall notify the COUNTY of any pending or contemplated future action to discontinue articles purchased or replacement parts for the articles purchased pursuant to this Contract and shall work with the COUNTY to determine the need to stockpile any parts for the likely life of the product and offer those parts to the COUNTY prior to the actual discontinuance. Contractor shall extend opportunities to the COUNTY to place last time buys of such articles with deliveries not to exceed twelve months after the last time buy date.

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

27. CONFIDENTIALITY OF MATERIAL.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the COUNTY.

b. All information, data, or other material provided by the CONTRACTOR to the COUNTY is subject to the Uniform Information Practices Act, chapter 92F, HRS.

28. **PUBLICITY.** The CONTRACTOR shall not refer to the COUNTY or any office, agency, or Officer thereof, or any COUNTY employee, including the head of the purchasing agency, the County procurement officers, the COUNTY council members, or members or directors of any County Board, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR without the explicit written consent of the COUNTY. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the head of the purchasing agency.

29. **OWNERSHIP RIGHTS AND COPYRIGHT.** The COUNTY shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Contract and all such material shall be considered "works for hire." All such materials shall be delivered to the COUNTY upon expiration or termination of this Contract. The COUNTY, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled or conceived by the CONTRACTOR pursuant to this Contract.

30. **INSURANCE.** During the term of this Contract, CONTRACTOR shall maintain at all times or cause to be maintained general and professional liability insurance coverage for CONTRACTOR and its employees rendering services to the COUNTY under this Contract. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the COUNTY, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for Contracts with a total certified amount of \$1,000,000 or less, and THREE MILLION DOLLARS (\$3,000,000) in the aggregate for Contracts with a total certified amount of \$1,000,001 or more, or such greater amount as may be required from time to time by the COUNTY. CONTRACTOR shall provide COUNTY not less than thirty (30) days notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the COUNTY. The COUNTY shall be listed as an additional insured on all policies, with the exception of professional liability. Prior to the commencement of this Contract, CONTRACTOR shall provide the COUNTY with a certificate of insurance. Thereafter, prior to the expiration of each policy period, the insurance carriers for CONTRACTOR shall provide the COUNTY with certificates of insurance evidencing the foregoing coverage and provisions. The COUNTY reserves the right to request and receive a certified copy of the policies. CONTRACTOR shall also carry workers' compensation insurance for CONTRACTOR'S employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Contract and the COUNTY shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Contract.

31. LIENS AND WARRANTIES.

a. Liens. All products provided under this Contract shall be free of all liens and encumbrances.

b. Warranties for products and services. In the event this Contract is for the provision of products (goods or equipment), CONTRACTOR warrants that it has all rights, title and interest in and to all products sold, leased or licensed to the COUNTY. CONTRACTOR also warrants that the products shall substantially conform to all descriptions, specifications, statements of work and representations set forth in the Contract, schedules, publications of CONTRACTOR and/or any order(s) and will be free from defects in materials, performance, workmanship and design. CONTRACTOR further warrants that it will perform any services required with promptness, diligence and in accordance with prevailing standards in the industry to the reasonable satisfaction of the COUNTY. The Warranty period shall commence after Acceptance, as defined in this Contract. Any specific warranty periods shall be as set forth in the proposals, schedules, orders or Special Conditions pertaining to this Contract but in any event such warranty period shall not be less than one (1) year.

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CONTRACT FOR GOODS AND SERVICES

32. **AUDIT OF BOOKS AND RECORDS OF THE CONTRACTOR.** The COUNTY may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A county contract, including subcontracts, other than a firm fixed-price contract.

33. **COST OR PRICING DATA.**

a. Cost or pricing data must be submitted to the head of the purchasing agency and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the head of the purchasing agency.

b. If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the County is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

34. **AUDIT OF COST OR PRICING DATA.** When cost or pricing principles are applicable, the County may require an audit of cost or pricing data.

35. **RECORDS RETENTION.**

a. Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the COUNTY.

b. The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the COUNTY, and any cost or pricing data, for at least three years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three year or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS, or returned to the County at the request of the County.

36. **ANTITRUST CLAIMS.** The COUNTY and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the COUNTY under an escalation clause.

37. **PATENTED ARTICLES.** The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the COUNTY any such infringement or improper or unauthorized use, including, without limitation a. furnishing at no cost to the COUNTY a substitute article, process, or appliance acceptable to the COUNTY; b. paying royalties or other required payments to the patent holder; c. obtaining proper authorizations or releases from the patent holder; and d. furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

38. **POLLUTION CONTROL.** If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the COUNTY and all other appropriate state, county, or federal agencies as required by law. The CONTRACTOR shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection

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Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the COUNTY determines that this Contract requires and adjustment of the time for performance, the Contract shall be modified in writing accordingly.

39. CONFIDENTIALITY OF PERSONAL INFORMATION.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit

access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedure for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

1) All material given to or made available to the CONTRACTOR by the COUNTY by virtue of this Contract which is identified as personal information shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the COUNTY.

2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the COUNTY to reduce the risk of unauthorized access to personal information.

4) CONTRACTOR shall report to the COUNTY in a prompt and complete manner any security breaches involving personal information.

5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this Paragraph.

6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the COUNTY, or personal information created or received by CONTRACTOR on behalf of the COUNTY.

c. Security awareness training and confidentiality agreements.

1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the COUNTY learns of a material breach by CONTRACTOR of this Paragraph by CONTRACTOR, the COUNTY may at its sole discretion:

- 1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

40. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a State court of competent jurisdiction in Wailuku, Maui, Hawaii.

CONTRACT NO. C6050

CONTRACT FOR GOODS AND SERVICES

41. **COMPLIANCE WITH LAWS.** The CONTRACTOR shall comply with all federal, State, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract. This specifically includes, without limitation, Sections 103-55 and 103-55.5, HRS, dealing with wages, hours and working conditions of employees of contractors providing services or construction.

42. **CONFLICT BETWEEN GENERAL CONDITIONS AND PROCUREMENT RULES.** In the event of a conflict between the General Conditions and the procurement rules in the HAR, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

43. **CAMPAIGN CONTRIBUTIONS.** CONTRACTOR acknowledges that it is unlawful under Section 11-355, HRS, unless specifically permitted under that law, for CONTRACTOR at any time between the execution of this Contract through the completion of the Contract to: (a) directly or indirectly make any contribution, or promise expressly or impliedly to make any contribution to any candidate committee or noncandidate committee, or to any candidate or to any person for any political purpose or use; or (b) knowingly solicit any contribution from any person for any purpose during any period.

44. **DRAFTING.** No provision of this Contract shall be interpreted for or against any party on the basis that such party was the draftsman of such provision, and no presumption of burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Contract.

45. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

46. **COUNTERPARTS.** This Contract may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination thereof shall be construed together and shall constitute one and the same Contract.

47. **SEVERABILITY.** In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or non-enforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

48. **WAIVER.** The failure of the COUNTY to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the COUNTY's right to enforce the same in accordance with this Contract. The fact that the COUNTY specifically refers to one provision of the law, and does not include other provisions shall not constitute a waiver or relinquishment of the COUNTY's rights or the CONTRACTOR's obligations under the law.

49. **ENTIRE AGREEMENT.** This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the COUNTY and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the COUNTY and the CONTRACTOR other than as set forth or as referred to herein.

[END OF GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES]



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

The order number must show on
 all invoices, packing lists, etc.

346337

VENDOR ID: 001430
 VENDOR: GP ROADWAY SOLUTIONS
 PO BOX 4319
 HONOLULU, HI 96812-4319

DELIVER TO: SOLID WASTE DIVISION
 ONE MAIN PLAZA
 2200 MAIN ST 225
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
10/13/16	JSK		346337	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LOT	*** ESTIMATE ONLY *** ROADWAY SAFETY SIGNS AND INSTALLATION THIS P.O. CONFIRMS COMMITMENT ON EMERGENCY REQ. #E170131 ATTN: STEPHANIE THOMAS 919509B-6141	3,000.00	3,000.00
			TAX	0.00
			PO TOTAL	3,000.00

J. Koraki
 AUTHORIZED PURCHASING AGENT

346337

DATE:	RECEIVED BY:

PRINT

SIGN

VENDOR COPY

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
 As of 10/20/2016

PO Number: **346337**

Vendor: **001430**

GP ROADWAY SOLUTIONS

Open Order

PR Number: 346337

Addr Cd: **R1** PO BOX 4319
 HONOLULU, HI 96812-4319

Confirm:	Requested by: SWD	Req. Dt: 10/11/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 10/13/2016	Blanket Amount:	<table border="1"><tr><td>EO</td><td></td><td></td><td></td><td></td></tr></table>	EO				
EO									
Contract:	PO Type: P	Print Dt: 10/13/2016	Buyer: JSK						
Ship To: SH810			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	3,000.00	<u>3,000.00</u>	919509B 6141			0.00	0.00	0.00		0.00
<p align="center">ROADWAY SAFETY SIGNS AND INSTALLATION THIS P.O. CONFIRMS COMMITMENT ON EMERGENCY REQ. #E170131 ATTN: STEPHANIE THOMAS</p>											

Contract Total: 3,000.00

ENCUMBRANCES

Item #	GL Account	JL Account	WO#	Post Date	T	EN Amount	Pending AP	PD Amount	Balance
PR 0001	ROADWAY SAFETY SIGNS AND INSTA 919509B 6141			10/13/2016	EN	3,000.00			3,000.00
Total:						3,000.00			3,000.00

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	10/11/2016 16:07:58	10/11/2016 16:31:17		
PO_03	GLK Greg King	Accepted	10/11/2016 16:31:37	10/13/2016 12:45:17		

RUSH

COUNTY OF MAUI
WAILUKU, MAUI, HAWAII

CHECK DISTRIBUTION
RETURN TO (SWD)
Stephanie Thomas
 MAIL TO VENDOR

REQUEST FOR PAYMENT

DEPARTMENT: Environmental Management

DATE: 9.23.16

Description or Appropriation Title: _____

PE ID No.	NAME OF PAYEE (Payment Justification)	Index Code	Sub-Object	AMOUNT
22585 EO22585	Stephanie Thomas (Purchase due to Emergency response to the Iao flooding and Governor Declaration. Purchase of Instant printable photos required per FEMA reimbursement rules	919509B	6141	2,905.47
	to document photos of each debris truckload accepted at our debris management sites. Polaroid type is required to be stapled to the custody forms (est > 6000 truckloads).			
	Multiple on-island vendors were solicited (Walmart, Sears, Kmart, Longs, Target.) only one, Target, had available quantities in stock. Attempted Pcard purchase but was not accepted from this vendor. Personal credit card purchase was then pre-approved by Division Chief Michael Ratte and Department			
OH102881	Director Stewart Grant on 9/22/16 to be allowed for reimbursement cameras are already in use in field. please call with any questions.)			
			TOTAL \$	2,905.47

Michael Ratte 9/23/16
For Department

* One time exception as cameras & film needed asap to document storm for FEMA as discussed w/ Mr. [unclear]

M. Dublin 9/27/16
Finance Department



MAUI-KAHULUI - 808-359-2829
09/22/2016 01:40 PM



ENTERTAINMENT-ELECTRONICS

056100021	POLAROID	T	\$215.92
	8 @ \$26.99 ea		
	RETURN BY 10/22/16		
056100754	POLAROID	T	\$209.97 ↓
	3 @ \$69.99 ea		
	Saved \$30.00 off \$239.97		
	RETURN BY 10/22/16		
056100756	POLAROID	T	\$543.68
	32 @ \$16.99 ea		
	RETURN BY 10/22/16		
056101477	INSTAX MINI8	T	\$119.98 ↓
	2 @ \$59.99 ea		
	Saved \$20.00 off \$139.98		
	RETURN BY 10/22/16		
056101479	MINI 2PK FLM	T	\$1457.19 ↓
	81 @ \$17.99 ea		
	Saved \$162.00 off \$1619.19		
	RETURN BY 10/22/16		
056101488	INSTAX MINI8	T	\$179.97 ↓
	3 @ \$59.99 ea		
	Saved \$30.00 off \$209.97		
	RETURN BY 10/22/16		

STATIONERY-OFFICE

081060646	STAPLER	T	\$55.12
	8 @ \$6.89 ea		

MISC

295000013	BASIC TOTE	T	\$7.92
	8 @ \$0.99 ea		
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-
10177957	TARGET COUPON		\$0.05-

SUBTOTAL \$2789.25
T = HI TAX 4.1660% on \$2789.25 \$116.22
TOTAL \$2905.47

*8991 MASTERCARD CHARGE \$2905.47
AID: A0000000041010
MASTERCARD

↓ INDICATES SAVINGS

TOTAL SAVINGS THIS TRIP

\$242.50



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

345921

VENDOR ID: 008227

VENDOR: MAUI DEMOLITION AND CONSTRUCTI
 PO BOX 880508
 PUKALANI, HI 96788-0508

DELIVER TO: SOLID WASTE DIVISION
 ONE MAIN PLAZA
 2200 MAIN ST 225
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE 10/04/16	OPR: JSK	REQ # 345921
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QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	*** TAX INCLUDED *** ACCURATELY QUANTIFY STORM DEBRIS FROM THE IAO STREAM OVERFLOW AREAS FOR FEMA REIMBURSEMENT ATTN: S KIYONAGA 919509B-6141 *** PER VENDOR QUOTE ***	10,000.00	10,000.00

TAX	0.00
PO TOTAL	10,000.00

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:

PRINT

SIGN

VENDOR COPY

345921

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
 As of 10/20/2016

PO Number: **345921**

Vendor: **008227**

**MAUI DEMOLITION AND
 CONSTRUCTION LANDFILL INC**

Fully Paid

PR Number: **345921**

Addr Cd: **RI** PO BOX 880508
 PUKALANI, HI 96788-0508

Confirm:	Requested by: SWD/SAGE	Req. Dt: 09/30/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 10/03/2016	Blanket Amount:	<table border="1"><tr><td>PQ</td><td>TX</td><td></td><td></td><td></td></tr></table>	PQ	TX			
PQ	TX								
Contract:	PO Type: P	Print Dt: 10/04/2016	Buyer: JSK						
Ship To: SH810			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	10,000.00	<u>10,000.00</u>	919509B 6141			0.00	0.00	0.00		1.00

ACCURATELY QUANTIFY STORM DEBRIS FROM THE
 IAO STREAM OVERFLOW AREAS FOR FEMA
 REIMBURSEMENT
 ATTN: S KIYONAGA

Contract Total: 10,000.00

ACCOUNTS PAYABLE ACTIVITY

	Item #	GL/JL Account	WO#	Check #	Check Date	Quantity	Unit Price	Amount	Invoice #	Invoice Date
Paid	0001	919509B 6141	ACCURATELY QUANTIFY STORM DEBR	01106341	10/13/2016	1.00	10,000.00	10,000.00	SCALE 01	09/23/2016
								<u>10,000.00</u>		
								TOTAL PAYMENTS FOR PO 345921:		<u>10,000.00</u>

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/30/2016 15:01:56	09/30/2016 15:50:44		
PO_03	GLK Greg King	Accepted	09/30/2016 15:51:47	10/03/2016 16:15:35		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on all invoices, packing lists, etc.

345622

VENDOR ID: 003499

VENDOR: KAHULUI CARPET AND DRAPERY INC
 DBA OLONA BUILDING SOLUTIONS
 65 WEST KAAHUMANU AVE, #C3
 KAHULUI, HI 96732

DELIVER TO: WEST PARKS

1840 HONOAPIILANI HWY
 LAHAINA, HI 96761

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ#	
09/22/16	JSK		345622	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	PUMPING AND REMOVAL OF STANDING FLOOD WATER DUE TO RECENT STORM AT PAPALAU PARK CAMP SITE AND UKUMEHAME FIRING RANGE REFERENCE: EMERGENCY #17-05 ATTN: KARLA PETERS 915670B-6138	50,520.51	50,520.51
			TAX	0.00
			PO TOTAL	50,520.51

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:
9/23/16	KARLA PETERS

PR NT

SIGN

RECEIVING COPY

345622

SUBJECT TO COUNTY OF MAUI PURCHASE ORDER TERMS AND CONDITIONS FOUND AT WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
As of 10/20/2016

PO Number: **345622** Vendor: **003499** **KAHULUI CARPET AND DRAPERY INC** **Fully Paid**

PR Number: 345622 Addr Cd: **R1** DBA OLONA BUILDING SOLUTIONS
65 WEST KAAHUMANU AVE, #C3
KAHULUI, HI 96732

Confirm:	Requested by: PARKWEST	Req. Dt: 09/22/2016	Blanket Number:	Req. Codes
Account:	Approved by: Greg King	Apr Dt: 09/22/2016	Blanket Amount:	
Contract:	PO Type: P	Print Dt: 09/22/2016	Buyer: JSK	
Ship To: SH720			Security Code: MAIN	
Bill To:	End Use:		Encumber? Y	

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	50,520.51	<u>50,520.51</u>	915670B	6138		0.00	0.00	0.00		1.00

PUMPING AND REMOVAL OF STANDING FLOOD WATER
DUE TO RECENT STORM AT PAPALAU PARK CAMP
SITE AND UKUMEHAME FIRING RANGE
REFERENCE: EMERGENCY #17-05
ATTN: KARLA PETERS

Contract Total: 50,520.51

ACCOUNTS PAYABLE ACTIVITY

Paid	Item #	GL/JL Account	WO#	Check #	Check Date	Quantity	Unit Price	Amount	Invoice #	Invoice Date
	0001	915670B 6138	PUMPING AND REMOVAL OF STANDIN	01104590	09/29/2016	1.00	50,520.51	50,520.51	KR002701	09/21/2016
								TOTAL PAYMENTS FOR PO 345622:	50,520.51	

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/22/2016 15:42:31	09/22/2016 15:42:47		
PO_03	GLK Greg King	Accepted	09/22/2016 15:43:31	09/22/2016 15:47:53		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 98793

PURCHASE ORDER NO.

The order number must show on
 all invoices, packing lists, etc.

345927

VENDOR ID: 003499

VENDOR: KAHULUI CARPET AND DRAPERY INC
 DBA OLONA BUILDING SOLUTIONS
 65 WEST KAAHUMANU AVE, #C3
 KAHULUI, HI 96732

DELIVER TO: PARKS MAINTENANCE DIVISION
 700 HALIA NAKOA
 UNIT 2
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
10/04/16	JSK		345927	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	PUMPING AND REMOVAL OF STANDING WATER IN KEPANIWAI PARK POOL. ALSO, REMOVAL OF DEBRIS FROM KEPANIWAI PARK AND IAO VALLEY ROAD. INVOICES: KR002703, KR002704, KR002705 REFERENCE: EMERGENCY 17-08 ATTN: CHRIS KINZLE 915681B-6138 *** CONFIRMING ORDER *** *** DO NOT DUPLICATE ***	77,795.67	77,795.67
			TAX	0.00
			PO TOTAL	77,795.67

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:

PRINT

SIGN

VENDOR COPY

345927

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
 As of 10/20/2016

PO Number: **345927** Vendor: **003499** **KAHULUI CARPET AND DRAPERY INC** **Fully Paid**

PR Number: 345927 Addr Cd: **RI** DBA OLONA BUILDING SOLUTIONS
 65 WEST KAAHUMANU AVE, #C3
 KAHULUI, HI 96732

Confirm:	Requested by: PARK/MAINT	Req. Dt: 09/30/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 10/03/2016	Blanket Amount:	<table border="1"><tr><td>CO</td><td></td><td></td><td></td><td></td></tr></table>	CO				
CO									
Contract:	PO Type: P	Print Dt: 10/04/2016	Buyer: JSK						
Ship To: SH747			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	77,795.67	<u>77,795.67</u>	915681B	6138		0.00	0.00	0.00		1.00

PUMPING AND REMOVAL OF STANDING WATER IN
 KEPANIWAI PARK POOL. ALSO, REMOVAL OF DEBRIS
 FROM KEPANIWAI PARK AND IAO VALLEY ROAD.
 INVOICES: KR002703, KR002704, KR002705
 REFERENCE: EMERGENCY 17-08
 ATTN: CHRIS KINZLE

Contract Total: 77,795.67

ACCOUNTS PAYABLE ACTIVITY

	Item #	GL/JL Account	WO#		Check #	Check Date	Quantity	Unit Price	Amount	Invoice #	Invoice Date
Waiting Payment	0001	915681B 6138		PUMPING AND REMOVAL OF STANDIN			1.00	5,716.11	5,716.11	KR002703	09/27/2016
Waiting Payment	0001	915681B 6138		PUMPING AND REMOVAL OF STANDIN			1.00	16,600.49	16,600.49	KR002704	09/27/2016
Waiting Payment	0001	915681B 6138		PUMPING AND REMOVAL OF STANDIN			1.00	55,479.07	55,479.07	KR002705	09/27/2016
									<u>77,795.67</u>		
									<u>77,795.67</u>		
									TOTAL PAYMENTS FOR PO 345927:		77,795.67

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/30/2016 15:11:50	09/30/2016 15:50:43		
PO_03	GLK Greg King	Accepted	09/30/2016 15:51:42	10/03/2016 16:15:34		

Statement of Account Report

Report 1200
Run by: Laura Mizumoto

Run Date: 10/11/2016
Time: 9:41 PM

Statement of Account

KARLA PETERS
2145 WELLS ST STE 104
WAILUKU, HI 9679322529
US

Account #: 556930*****5805
Date Range: 8/27/2016 - 9/28/2016

Spending Controls

	Amount Limits	Volume Limits
Credit Limit	1000.00	
Single Purchase	0	
Cycle	0	0
Monthly	0	0
Daily	0	0
Custom	0	0
MCC Groups		
COM-05		

Transactions

Date	Posted	Merchant/Transaction Details	Allocation/Description	Orig Currency/ Conversion Rate	Reported Tax	Amount
9/21/2016	9/22/2016	HAMMERHEAD METALS 08082808844, HI #55310206266286810400024 POS963	915681B 6138		\$0.00	\$153.64
9/23/2016	9/26/2016	HAMMERHEAD METALS 08082808844, HI #55310206268286810600092 POS963	915681B 6138		\$0.00	\$1,374.68

Transaction Totals	Count: 2	\$1,528.32
---------------------------	-----------------	-------------------

Billing Information

Payments	Purchase	Credits	Finance Charges	Fees
\$0.00	\$1,528.32	\$0.00	\$0.00	\$0.00

Signatures

Cardholder	Date
Approver	Date

HAMMERHEAD METALS
 2000 MOKULELE HIGHWAY
 PULIENE, HI 96784
 09/23/2016 10:09:01
 MID: XXXXXXXXXXXX117 TID: XXXXX810

CREDIT CARD
 MC SALE

Card # XXXXXXXXXXXX5805
 SEQ #: 7
 Batch #: 136
 INVOICE 7
 Approval Code: 023380
 Entry Method: Manual
 Mode: Online
 Tax Amount: \$0.00
 Cust Code: 963
 Avs Code: NYZ

SALE AMOUNT \$1374.68

I agree to pay above total amount
 according to card issuer agreement.
 (Merchant agreement if Credit Voucher)

x CC Form

MERCHANT COPY

Invoice		006141	
TO County of Maui		DATE	9/21/16
ADDRESS TAO valley job		PHONE #	
CITY, STATE, ZIP		DUE BY	
SHIP TO Schnitzer Steel Industries DBA Hammerhead Metals Recycling			
ADDRESS P.O. Box 1473			
CITY, STATE, ZIP Puuuene, HI 96784			
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 13740	lbs SCRAP TNVWNZ	82490	9/21
2 4	Level 1 tires TNVWNZ	42 -	9/21
3 600	lbs SCRAP TNVWBJ	400 80	9/22
4 5	Level 1 tires	52 50	9/22
5			
6			
7	pd acc# 5805		
8			
9	charger #120 NT for		
10	contaminated loads		
11			
12			
13			
14			
15			
16			
17			
18		1319 70	SUB
19		54 98	TAX
20		1374 68	TOTAL

.06 or 120M

INVOICED BY 

Ticket # TNVROI

** TICKET REPRINT on 09/21/18 **

PURCHASE TICKET

Schnitzer Steel - Maui, Hawaii
2000 Mokualele Hwy
Puuuene, HI 96793

Ticket # TNVROI
Vehicle ID: COUNTY

Ship Date: 09/20/18

Vehicle No: TK TNVROI

Purchased From: COUN09
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, HI 96793

Item Shpmt Material	Gross		Tare		Pounds		Adj	Pd Wt
	Net	Net	Net	Net	Net	Net		
1. TNVROI TIN/LIGHT IRON	44600m	39540m	5060	0	5060			
Totals			5060	0	5060			

Gross Wght Date/Time 09/20/18 11:45
Tare Wght Date/Time 09/20/18 11:56

GROSS TONS
2.2589

Ticket Comment: INV 6099

Weighmaster Signature 
(Lacey Paikai)

Customer Signature _____

(All weights are reported in Pounds unless otherwise indicated)
(All non-Pound weights are assumed to be manual weights)
(a=Scale 1 b=Scale 2 c=Scale 3 d=Scale 4 m=Manual Weight)

I affirm under penalty of law that the property I am selling in this transaction is not, to the best of my knowledge, stolen property and I am the lawful owner and can convey legal title to Purchaser/Payer. I warrant that this material does not contain any hazardous substances as defined by the federal and/or state law, and I agree to indemnify Purchaser/Payer if this is untrue.

DISCLAIMER AND WAIVER OF LIABILITY
This disclaimer and waiver covers both present and future deliveries. In consideration for access to the yards facilities and services, the customer, driver and all others who enter the yard acknowledge and assume the risk involved in discharging scrap metal in the yard. The customer, driver and all others who enter the yard hereby release, indemnify and hold harmless Schnitzer Steel Industries, Inc., its subsidiaries, owners, officers, directors, employees, and agents, from any and all liability (including claims based upon negligence) for damage or injury, including all forms of property damage, bodily injury and death, resulting directly

Invoice

006099

TO County of Maui	DATE 9/20/18
ADDRESS Tao Cleanup	PHONE #
CITY, STATE, ZIP	DUE BY

SHIP TO
Schnitzer Steel Industries DBA Hammerhead Metals Recycling

ADDRESS
P.O. Box 1473

CITY, STATE, ZIP
Puuuene, HI 96784

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	TNVROI	12650	
"	"	21	
	HAMMERHEAD METALS 2000 MOKULELE HIGHWAY PUUENE, HI 96784		
	09/21/2016 08:36:17		
	MID: XXXXXXXXXXXX117 TID: XXXXX810		
	CREDIT CARD		
	MC SALE		
	Card # XXXXXXXXXXXXX5805		
	SEQ #: 2		
	Batch #: 134		
	INVOICE 2		
	Approval Code: 037562		
	Entry Method: Manual		
	Mode: Online		
	Tax Amount: \$0.00		
	Cust Code: 963		
	Avs Code: NYZ		
	SALE AMOUNT	\$153.64	
		14750	SUB
		619	TAX
		15369	TOTAL

I agree to pay above total amount according to card issuer agreement (Merchant agreement if Credit Voucher)

x CC Form

INVOICED BY 

MERCHANT COPY



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

345633

VENDOR ID: 015802
 VENDOR: BLUE PROTECTION INC
 PO BOX 881096
 PUKALANI, HI 96788

DELIVER TO: RECREATION & SUPPORT SVCS DIV
 700 HALIA NAKOA ST 1A
 WAILUKU, HI 96793



TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
09/26/16	JSK		345633	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LOT	KEPANIWAI MONITOR OF PARK 7 AM - 7PM NO ENTRANCE EXCEPT BY APPROVAL OF DIRECTOR/DEPUTY DIRECTOR OF PARKS DUE TO DAMAGE BY FLOOD BEGIN 9/20 /16 - 10/ 3 /16 ATTN: K FLABETICH 915116B-6146	4,112.64	4,112.64
			TAX	0.00
			PO TOTAL	4,112.64

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:	
10/5/16	Karen M. Flabetich	Karen M Flabetich
	<small>PRINT</small>	<small>SIGN</small>
		<small>RECEIVING COPY</small>

345633

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
As of 10/20/2016

PO Number: **345633** Vendor: **015802** **BLUE PROTECTION INC** **Fully Paid**

PR Number: 345633 Addr Cd: **R1** PO BOX 881096
PUKALANI, HI 96788

Confirm:	Requested by: PARK/REC & SUPT	Req. Dt: 09/22/2016	Blanket Number:	Req. Codes: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>						
Account:	Approved by: Greg King	Apr Dt: 09/23/2016	Blanket Amount:							
Contract:	PO Type: P	Print Dt: 09/26/2016	Buyer: JSK							
Ship To: SH703			Security Code: MAIN							
Bill To:	End Use:		Encumber? Y							

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	4,112.64	<u>4,112.64</u>	915116B 6146			0.00	0.00	0.00		1.00
							KEPANIWAI MONITOR OF PARK 7 AM - 7PM NO ENTRANCE EXCEPT BY APPROVAL OF DIRECTOR/DEPUTY DIRECTOR OF PARKS DUE TO DAMAGE BY FLOOD BEGIN 9/21/16 - 9/30/16 ATTN: K FLABETICH				

Contract Total: 4,112.64

ACCOUNTS PAYABLE ACTIVITY

Paid	Item #	GL/JL Account	WO#	Check #	Check Date	Quantity	Unit Price	Amount	Invoice #	Invoice Date	
	0001	915116B 6146	KEPANIWAI MONITOR OF PARK	01106264	10/13/2016	1.00	4,112.64	4,112.64	11076	10/03/2016	
								<u>4,112.64</u>			
								TOTAL PAYMENTS FOR PO 345633:	4,112.64		

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/22/2016 16:22:10	09/23/2016 8:04:52		
PO_03	GLK Greg King	Accepted	09/23/2016 8:05:10	09/23/2016 11:57:21		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing slips, etc.

345497

Page 1 of 1

VENDOR ID: 000163
 VENDOR: BACON UNIVERSAL CO INC
 918 AHUA STREET
 HONOLULU, HI 96819

DELIVER TO: WAILUKU HIGHWAYS
 1827 KAONU ST
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE: 09/22/16 OPR: CSS REQ #: 345497

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	EA	RENTAL, 9/15/16-10/12/16 EXCAVATOR FOR FLOOD CONTROL	7,500.00	7,500.00
THIS P.O. CONFIRMS COMMITMENT ON EMERGENCY REQ. #E170103 ATTN: TROY KAHALEKAI 9165288-6138 *** CONFIRMING ORDER *** *** DO NOT DUPLICATE ***				

RECEIVED OCT 1 2016 *HW*

TAX 312.45
PO TOTAL 7,812.45

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:
10/6/16	Bev Vancil

PRINT

SIGN

RECEIVING COPY

345497

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
As of 10/20/2016

PO Number: **345497** Vendor: **000163** **BACON UNIVERSAL CO INC** **Fully Paid**

PR Number: 345497 Addr Cd: **RI** 918 AHUA STREET
HONOLULU, HI 96819

Confirm:	Requested by: HWY/WLKU	Req. Dt: 09/21/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 09/22/2016	Blanket Amount:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>CO</td><td></td><td></td><td></td><td></td></tr></table>	CO				
CO									
Contract:	PO Type: P	Print Dt: 09/22/2016	Buyer: CSS						
Ship To: SH840	End Use:		Security Code: MAIN						
Bill To:			Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	7,500.00	<u>7,812.45</u>	916528B 6138			312.45	0.00	0.00		1.00

RENTAL, 9/15/16-10/12/16
EXCAVATOR FOR FLOOD CONTROL
THIS P.O. CONFIRMS COMMITMENT ON EMERGENCY
REQ. #E170103
ATTN: TROY KAHALEKAI

Contract Total: 7,812.45

ACCOUNTS PAYABLE ACTIVITY

Paid	Item #	GL/JL Account	WO#	Check #	Check Date	Quantity	Unit Price	Amount	Invoice #	Invoice Date
	0001	916528B 6138	RENTAL, 9/15/16-10/12/16	01106262	10/13/2016	1.00	7,500.00	7,500.00	MR10881	09/15/2016
								<u>7,812.45</u>		
								TOTAL PAYMENTS FOR PO 345497:		7,812.45

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	CSSA Cody Sarmiento	Accepted	09/21/2016 8:20:38	09/21/2016 9:29:06		
PO_03	GLK Greg King	Accepted	09/21/2016 9:30:15	09/22/2016 10:05:14		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.	
This order number must show on all invoices, packing lists, etc.	345923

VENDOR ID: 003469
 VENDOR: TJ GOMES TRUCKING CO. INC.
 500 WAIALE RD STE-B
 WAILUKU, HI 96793

DELIVER TO: PW ENGINEERING DIV
 200 S HIGH ST 4TH FLOOR
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
10/04/16	JSK		345923	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LOT	EMERGENCY WORK AT UA PLACE DPW JOB NO. 17-21 *** TIME AND MATERIAL NOT TO EXCEED THE VALUE OF THIS PURCHASE ORDER *** REFERENCE: EMERGENCY 17-10 ATTN: CHICO RABARA 379077 -7193 *** PER VENDOR QUOTE ***	160,000.00	160,000.00
			TAX	0.00
			PO TOTAL	160,000.00

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:
PRINT	SIGN

VENDOR COPY

345923

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
As of 10/20/2016

PO Number: **345923**

Vendor: **003469**

TJ GOMES TRUCKING CO. INC.

Open Order

PR Number: 345923

Addr Cd: **R1** 500 WAIKALE RD STE-B
WAILUKU, HI 96793

Confirm:	Requested by: ENGINEER	Req. Dt: 09/30/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 10/03/2016	Blanket Amount:	<table border="1"><tr><td>PQ</td><td></td><td></td><td></td><td></td></tr></table>	PQ				
PQ									
Contract:	PO Type: P	Print Dt: 10/04/2016	Buyer: JSK						
Ship To: SH805			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	160,000.00	<u>160,000.00</u>	379077 7193			0.00	0.00	0.00		0.00

EMERGENCY WORK AT UA PLACE
DPW JOB NO. 17-21
*** TIME AND MATERIAL NOT TO EXCEED THE
VALUE OF THIS PURCHASE ORDER ***
REFERENCE: EMERGENCY 17-10
ATTN: CHICO RABARA

Contract Total: 160,000.00

ENCUMBRANCES

PR	Item #	Description	GL Account	JL Account	WO#	Post Date	T	EN Amount	Pending AP	PD Amount	Balance
	0001	EMERGENCY WORK AT UA PLACE	379077 7193			10/04/2016	EN	160,000.00			
								160,000.00			160,000.00
								Total: 160,000.00			160,000.00

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/30/2016 15:08:24	09/30/2016 15:50:44		
PO_03	GLK Greg King	Accepted	09/30/2016 15:51:44	10/03/2016 16:15:34		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

345922

Page 1 of 1

VENDOR ID: 003001
 VENDOR: GOODFELLOW BROS INC
 PO BOX 598
 WENATCHEE, WA 98807-0598

DELIVER TO: PW ENGINEERING DIV
 200 S HIGH ST 4TH FLOOR
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE 10/04/16	OPR: JSK	REQ # 345922
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QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	EMERGENCY WORK AT IAO STREAM DEBRIS BASIN DP JOB #17-22 *** TIME AND MATERIAL NOT TO EXCEED THE VALUE OF THIS PURCHASE ORDER *** REFERENCE: EMERGENCY 17-11 ATTN: KRISTI ONO 379077 -7190 *** PER VENDOR QUOTE ***	500,000.00	500,000.00

TAX	0.00
PO TOTAL	500,000.00

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:

PRINT

SIGN

VENDOR COPY

345922

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
As of 10/20/2016

PO Number: **345922** Vendor: **003001** **GOODFELLOW BROS INC** **Open Order**

PR Number: 345922 Addr Cd: **RI** PO BOX 598
WENATCHEE, WA 98807-0598

Confirm:	Requested by: ENGINEER	Req. Dt: 09/30/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 10/03/2016	Blanket Amount:	<table border="1" style="display: inline-table;"><tr><td>PQ</td><td></td><td></td><td></td><td></td></tr></table>	PQ				
PQ									
Contract:	PO Type: P	Print Dt: 10/04/2016	Buyer: JSK						
Ship To: SH805			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	500,000.00	<u>500,000.00</u>	379077 7190			0.00	0.00	0.00		0.00

EMERGENCY WORK AT IAO STREAM DEBRIS BASIN
DP JOB #17-22
*** TIME AND MATERIAL NOT TO EXCEED THE
VALUE OF THIS PURCHASE ORDER ***
REFERENCE: EMERGENCY 17-11
ATTN: KRISTI ONO

Contract Total: 500,000.00

ENCUMBRANCES

Item #	GL Account	JL Account	WO#	Post Date	T	EN Amount	Pending AP	PD Amount	Balance
PR 0001	EMERGENCY WORK AT IAO STREAM D 379077 7190			10/04/2016	EN	500,000.00			
						500,000.00			500,000.00
Total:						500,000.00			500,000.00

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/30/2016 15:50:32	09/30/2016 15:50:43		
PO_03	GLK Greg King	Accepted	09/30/2016 15:51:43	10/03/2016 16:15:34		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

345453

VENDOR ID: 016628
 VENDOR: AMERICAN STANDARD CONCRETE PUM
 94-400 KOAKI STREET
 WAIPAHU, HI 96797

DELIVER TO: PW ENGINEERING DIV
 200 S HIGH ST 4TH FLOOR
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
09/20/16	JSK		345453	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	PUMP TRUCK FOR HIGHWAYS DIVISION AS PART OF EMERGENCY WORK AT IAO STREAM JOB #17-20 ATTN: K ONO 379077 -7190 *** PER VENDOR QUOTE ***	5,000.00	5,000.00
			TAX	0.00
			PO TOTAL	5,000.00

[Signature]
 AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:
PRINT	SIGN

345453

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

VENDOR COPY

IFAS PROD
PURCHASING STATUS INQUIRY
 As of 10/20/2016

PO Number: **345453** Vendor: **016628**

**AMERICAN STANDARD CONCRETE
 PUMPING HI**

Fully Paid

PR Number: 345453 Addr Cd: **RI** 94-400 KOAKI STREET
 WAIPAHU, HI 96797

Confirm:	Requested by: ENGINEER/KRISTI	Req. Dt: 09/20/2016	Blanket Number:	Req. Codes					
Account:	Approved by: Greg King	Apr Dt: 09/20/2016	Blanket Amount:	<table border="1"><tr><td>PQ</td><td></td><td></td><td></td><td></td></tr></table>	PQ				
PQ									
Contract:	PO Type: P	Print Dt: 09/20/2016	Buyer: JSK						
Ship To: SH805			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	5,000.00	<u>5,000.00</u>	379077 7190			0.00	0.00	0.00		1.00

PUMP TRUCK FOR HIGHWAYS DIVISION AS PART OF
 EMERGENCY WORK AT IAO STREAM
 JOB #17-20
 ATTN: K ONO

Contract Total: 5,000.00

ACCOUNTS PAYABLE ACTIVITY

Paid	Item #	GL/JL Account	WO#		Check #	Check Date	Quantity	Unit Price	Amount	Invoice #	Invoice Date
	0001	379077 7190		PUMP TRUCK FOR HIGHWAYS DIVISI	01105616	10/06/2016	1.00	4,186.31	4,186.31	118036	09/21/2016
									4,186.31		
									<u>4,186.31</u>		
										TOTAL PAYMENTS FOR PO 345453:	4,186.31

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/20/2016 13:51:33	09/20/2016 13:51:47		
PO_03	GLK Greg King	Accepted	09/20/2016 13:52:36	09/20/2016 13:54:20		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

345451

VENDOR ID: 000278

VENDOR: POHAKU PAA LLC
 DBA HC&D LLC
 2344 PAHOUNUI DRIVE
 HONOLULU, HI 96819

DELIVER TO: PW ENGINEERING DIV
 200 S HIGH ST 4TH FLOOR
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE 09/20/16	OPR: JSK		REQ # 345451
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QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	CONCRETE FOR HIGHWAYS DIVISION AS PART OF EMERGENCY WORK AT IAO STREAM JOB #17-20 EMERGENCY PROCUREMENT #17-04 ATTN: K ONO 379077 -7190 *** PER VENDOR QUOTE ***	100,000.00	100,000.00

[Signature]
 AUTHORIZED PURCHASING AGENT

TAX	0.00
PO TOTAL	100,000.00

DATE:	RECEIVED BY:	

PRINT

SIGN

VENDOR COPY

345451

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
As of 10/20/2016

PO Number: **345451** Vendor: **000278** **POHAKU PAA LLC** **Fully Paid**

PR Number: 345451 Addr Cd: **R1** DBA HC&D LLC
2344 PAHOUNUI DRIVE
HONOLULU, HI 96819

Confirm:	Requested by: ENGINEER/KRISTI	Req. Dt: 09/20/2016	Blanket Number:											
Account:	Approved by: Greg King	Apr Dt: 09/20/2016	Blanket Amount:	Req. Codes <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>PQ</td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	PQ									
PQ														
Contract:	PO Type: P	Print Dt: 09/20/2016	Buyer: JSK											
Ship To: SH805			Security Code: MAIN											
Bill To:	End Use:		Encumber? Y											

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	100,000.00	<u>100,000.00</u>	379077	7190		0.00	0.00	0.00		1.00

CONCRETE FOR HIGHWAYS DIVISION AS PART OF
EMERGENCY WORK AT IAO STREAM
JOB #17-20
EMERGENCY PROCUREMENT #17-04
ATTN: K ONO

Contract Total: 100,000.00

ACCOUNTS PAYABLE ACTIVITY

Paid	Item #	GL/JL Account	WO#	Check #	Check Date	Quantity	Unit Price	Amount	Invoice #	Invoice Date
	0001	379077 7190	CONCRETE FOR HIGHWAYS DIVISION	01105696	10/06/2016	1.00	75,520.35	75,520.35	428424	09/21/2016
								75,520.35		
								<u>75,520.35</u>		
										TOTAL PAYMENTS FOR PO 345451:

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/20/2016 13:49:29	09/20/2016 13:51:47		
PO_03	GLK Greg King	Accepted	09/20/2016 13:52:35	09/20/2016 13:54:20		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.	
<small>This order number must show on all invoices, packing lists, etc.</small>	346018

VENDOR ID: 003469
 VENDOR: TJ GOMES TRUCKING CO. INC.
 500 WAIALE RD STE-B
 WAILUKU, HI 96793

DELIVER TO: PW ENGINEERING DIV
 200 S HIGH ST 4TH FLOOR
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
10/04/16	JSK		346018	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LOT	EMERGENCY WORK AT IAO STREAM BRIDGE DPW JOB #17-24 *** THIS P.O. IS NOT TO EXCEED THE VALUE SHOWN *** REFERENCE: EMERGENCY 17-12 ATTN: R RABARA 379230 -7193	114,836.50	114,836.50
			TAX	0.00
			PO TOTAL	114,836.50

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:

PRINT

SIGN

RECEIVING COPY

346018

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
 As of 10/20/2016

PO Number: **346018**

Vendor: **003469**

TJ GOMES TRUCKING CO. INC.

Open Order

PR Number: **346018**

Addr Cd: **R1** 500 WAIALE RD STE-B
 WAILUKU, HI 96793

Confirm:	Requested by: ENGINEER	Req. Dt: 10/03/2016	Blanket Number:	Req. Codes
Account:	Approved by: Greg King	Apr Dt: 10/03/2016	Blanket Amount:	
Contract:	PO Type: P	Print Dt: 10/04/2016	Buyer: JSK	
Ship To: SH805	End Use:		Security Code: MAIN	
Bill To:			Encumber? Y	

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	114,836.50	<u>114,836.50</u>	379230 7193			0.00	0.00	0.00		0.00

EMERGENCY WORK AT IAO STREAM BRIDGE
 DPW JOB #17-24
 *** THIS P.O. IS NOT TO EXCEED THE VALUE
 SHOWN ***
 REFERENCE: EMERGENCY 17-12
 ATTN: R RABARA

Contract Total: 114,836.50

ENCUMBRANCES

PR	Item #	EMERGENCY WORK AT IAO STREAM B	GL Account	JL Account	WO#	Post Date	T	EN Amount	Pending AP	PD Amount	Balance
	0001		379230 7193			10/04/2016	EN	114,836.50			
								114,836.50			114,836.50
								Total: 114,836.50			114,836.50

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	10/03/2016 15:15:02	10/03/2016 15:24:14		
PO_03	GLK Greg King	Accepted	10/03/2016 15:24:38	10/03/2016 16:15:34		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.	
This order number must show on all invoices, packing lists, etc.	345926

VENDOR ID: 017751
 VENDOR: HART CROWSER INC
 3131 ELLIOT AVE, STE 600
 SEATTLE, WA 98121

DELIVER TO: PW ENGINEERING DIV
 200 S HIGH ST 4TH FLOOR
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
10/04/16	JSK		345926	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	PERMITTING FOR EMERGENCY WORK AT IAO STREAM AND KAHOMA FLOOD CONTROL PROJECTS DPW JOB #16-45 QBS NO. Q-PW-16-25 REFERENCE: EMERGENCY 17-09 ATTN: KRISTI ONO 379077 -7190 *** PER VENDOR QUOTE ***	24,936.00	24,936.00
			TAX	0.00
			PO TOTAL	24,936.00

AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:

PRINT

SIGN

RECEIVING COPY

345926

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
 As of 10/20/2016

PO Number: **345926**

Vendor: **017751**

HART CROWSER INC

Open Order

PR Number: 345926

Addr Cd: **R1** 3131 ELLIOT AVE, STE 600
 SEATTLE, WA 98121

Confirm:	Requested by: ENGINEER	Req. Dt: 09/30/2016	Blanket Number:	Req. Codes: <table border="1"><tr><td>PQ</td><td></td><td></td><td></td><td></td></tr></table>	PQ				
PQ									
Account:	Approved by: Greg King	Apr Dt: 10/03/2016	Blanket Amount:						
Contract:	PO Type: P	Print Dt: 10/04/2016	Buyer: JSK						
Ship To: SH805			Security Code: MAIN						
Bill To:	End Use:		Encumber? Y						

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	24,936.00	<u>24,936.00</u>	379077 7190			0.00	0.00	0.00		0.00

PERMITTING FOR EMERGENCY WORK AT IAO STREAM
 AND KAHOMA FLOOD CONTROL PROJECTS
 DPW JOB #16-45
 QBS NO. Q-PW-16-25
 REFERENCE: EMERGENCY 17-09
 ATTN: KRISTI ONO

Contract Total: 24,936.00

ENCUMBRANCES

PR	Item #	GL Account	JL Account	WO#	Post Date	T	EN Amount	Pending AP	PD Amount	Balance
	0001	PERMITTING FOR EMERGENCY WORK 379077 7190			10/04/2016	EN	24,936.00			
							24,936.00			24,936.00
							Total: 24,936.00			24,936.00

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	09/30/2016 15:09:35	09/30/2016 15:50:44		
PO_03	GLK Greg King	Accepted	09/30/2016 15:51:50	10/03/2016 16:15:35		



COUNTY OF MAUI
 DEPARTMENT OF FINANCE
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

346396

VENDOR ID: 003497
 VENDOR: KIEWIT INFRASTRUCTURE WEST CO
 1001 KAMOKILA BOULEVARD
 SUITE 305
 KAPOLEI, HI 96707-2005

DELIVER TO: PW ENGINEERING DIV
 200 S HIGH ST 4TH FLOOR
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPLICATE TO: DEPT OF FINANCE - CLAIMS DIV
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ #	
10/13/16	JSK		346396	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	EMERGENCY REPAIR WORK AT IAO STREAM IN THE VICINITY OF THE IMI KALA BRIDGE REFERENCE: EMERGENCY 17-13 ATTN: K ONO 379089 -7194	485,125.00	485,125.00
			TAX	0.00
			PO TOTAL	485,125.00

J. Karaki
 AUTHORIZED PURCHASING AGENT

DATE:	RECEIVED BY:
PRINT	SIGN

VENDOR COPY

346396

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

IFAS PROD
PURCHASING STATUS INQUIRY
As of 10/20/2016

PO Number: **346396** Vendor: **003497** **KIEWIT INFRASTRUCTURE WEST CO** **Open Order**

PR Number: 346396 Addr Cd: **R1** 1001 KAMOKILA BOULEVARD
SUITE 305
KAPOLEI, HI 96707-2005

Confirm:	Requested by: ENGINEER	Req. Dt: 10/13/2016	Blanket Number:	Req. Codes
Account:	Approved by: Greg King	Apr Dt: 10/13/2016	Blanket Amount:	
Contract:	PO Type: P	Print Dt: 10/13/2016	Buyer: JSK	
Ship To: SH805			Security Code: MAIN	
Bill To:	End Use:		Encumber? Y	

ITEMS

Item	Qty	Unit Price	Extended	GL Account	JL Account	WO#	Tax1	Charges	Discount	Prod ID	Qty Rcvd
0001	1.00	485,125.00	<u>485,125.00</u>	379089 7194			0.00	0.00	0.00		0.00
<p align="center">EMERGENCY REPAIR WORK AT IAO STREAM IN THE VICINITY OF THE IMI KALA BRIDGE REFERENCE: EMERGENCY 17-13 ATTN: K ONO</p>											

Contract Total: 485,125.00

ENCUMBRANCES

Item #	GL Account	JL Account	WO#	Post Date	T	EN Amount	Pending AP	PD Amount	Balance
PR 0001	EMERGENCY REPAIR WORK AT IAO S 379089 7194			10/13/2016	EN	485,125.00			485,125.00
Total:						485,125.00			485,125.00

WORK FLOW HISTORY

WF Group	Approver	Status	Assigned	Responded	Delegatee	Notes/Comments
	JSKA Julie Kawamura	Accepted	10/13/2016 8:58:47	10/13/2016 9:42:40		
PO_03	GLK Greg King	Accepted	10/13/2016 9:43:02	10/13/2016 12:45:15		



COUNTY OF MAUI
 DEPARTMENT OF WATER SUPPLY
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

W31184

Page 1 of 1

VENDOR ID: 015487

VENDOR: WEST MAUI CONSTRUCTION LLC
 305 EAST WAKEA AVENUE, #100
 KAHULUI, HI 96732

DELIVER TO: BOARD OF WATER SUPPLY COUNTY BUILDING
 5TH FLOOR
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

ELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPPLICATE TO: DEPT OF WATER SUPPLY
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:	REQ #
10/04/16		W31184

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	INSTALL 200 LF 12" WL (CONCRETE ENCASED) *RE: 2016 9/13 STORM - IAO VALLEY **EP NO. 17-07 REQ NO. E 017-17 CONTACT: THOMAS OCHWAT ***** 808-270-7835 ***** DWS ENGINEERING 526030 -6432/2603-508	265,000.00	265,000.00

Kenneth L. Bissis Jr
 AUTHORIZED PURCHASING AGENT

TAX	0.00
PO TOTAL	265,000.00

RECEIVED BY	
DATE	
PRINT	SIGN

W31184

SUBJECT TO COUNTY OF MAUI PURCHASE
 ORDER TERMS AND CONDITIONS FOUND AT
WWW.CO.MAUI.HI.US

VENDOR COPY



COUNTY OF MAUI
 DEPARTMENT OF WATER SUPPLY
 200 SO. HIGH STREET
 WAILUKU, HAWAII 96793

PURCHASE ORDER NO.

This order number must show on
 all invoices, packing lists, etc.

W31241

VENDOR ID: 015487

VENDOR: WEST MAUI CONSTRUCTION LLC
 305 EAST WAKEA AVENUE, #100
 KAHULUI, HI 96732

DELIVER TO: BOARD OF WATER SUPPLY COUNTY BUILDING
 5TH FLOOR
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

TELEPHONE #
 FAX #

SEND INVOICE IN COUNTY OF MAUI
 TRIPLICATE TO: DEPT OF WATER SUPPLY
 200 SOUTH HIGH STREET
 WAILUKU, HI 96793

PO DATE	OPR:		REQ#	
10/17/16			W31241	
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	LS	FLUSH & PIG WATERLINE 527010 -6432/2701-508 ✓	11,800.00	11,800.00
1	LS	WATERLINE CHLORINATION *SOLE SOURCE RE: IAO VALLEY STORM REQ NO. E 023-17 CONTACT: TOM OCHWAT ***** 808-270-7835 ***** DWS ENGINEERING 527010 -6432/2701-508 ✓	6,800.00	6,800.00
			TAX	0.00
			PO TOTAL	18,600.00

AUTHORIZED PURCHASING AGENT

DATE RECEIVED BY

W31241