

KATHY L. KAOHU
County Clerk



JAMES G.M. KRUEGER
Deputy County Clerk

OFFICE OF THE COUNTY CLERK
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov/county/clerk

July 5, 2022

Honorable Yuki Lei Sugimura, Chair
Infrastructure and Transportation Committee
Council of the County of Maui
Wailuku, Hawaii 96793

Dear Chair Sugimura:

By letter dated June 13, 2022 (County Communication No. 22-150), the Director of Finance transmitted 85 contracts/grants for filing with the County Clerk.

At the July 1, 2022 Council meeting, the foregoing communication was filed; however, Contract No. C7478-1 was referred to your Committee at your request. Transmitted is a copy of the contract.

Respectfully,

Handwritten signature of Kathy L. Kaho in cursive script.

KATHY L. KAOHU
County Clerk

/lks

Enclosures

cc: Director of Council Services

RECEIVED
2022 JUL -5 PM 12:50
OFFICE OF THE
COUNTY CLERK

AMENDMENT TO CONTRACT CERTIFICATION

I, **SCOTT K. TERUYA**, 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>
320280 ✓	WAIALE RD EXTENSION ✓	(7190) \$3,307,354.03 ✓

Contract No. C 7478 ✓ BOWERS + KUBOTA CONSULTING, INC. ✓

Amendment No. 1 ✓ Dated:

Dated this 4 day of May 2022

Extension of Contract to: 1,460 Calendar Days from NTP ✓

Original Amount	\$ 500,000.00
Prior Amends/CO	\$ 0.00
This Amendment	<u>\$ 3,307,354.03</u>
Total contract	<u>\$ 3,807,354.03</u>


 SCOTT K. TERUYA
 Director of Finance

Waiale Road Extension for DPW ✓
 PW Eng Job #21-33
 QBS #Q-PW-21-40 ✓
 No, Federal funds are not being used.
 ORDINANCE #5287,5289 (FY2022)
 BA #109

FY 2022

jh
 MAI 05 2022 ✓ JTB/DMS

✓

**AMENDMENT NO. 1 to
CONTRACT NO. C7478**

Department: Public Works – Engineering Division

Project Title: Waiale Road Extension

PW Eng Job No.: 21-33

QBS No.: Q-PW-21-40

Additional Certification Requested from County: \$3,307,534.03

This AMENDMENT NO. 1 TO 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 BOWERS + KUBOTA CONSULTING, INC., a Hawaii corporation, whose mailing address is 94-408 Akoki Street, Suite 201-A, Waipahu, Hawaii 96797, 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.

RECITALS:

WHEREAS, the County and the Contractor entered into the following Contract and Amendment(s), if any, with certified availability of funds in the amount and time of performance as indicated:

Contract/ Amend	Date	Additional Certified Amount	Total Certified Amount	Time of Performance	Renewal Option(s)
C7478	11/02/2021	Not applicable	\$500,000.00	730 calendar days from Notice to Proceed (11/03/2021)	None

WHEREAS, the Contract and any Amendment(s) thereto listed above shall be hereinafter collectively referred to as the "Contract":

WHEREAS, the Contract is on file with the Director of Finance:

WHEREAS, the Parties now desire to amend the Contract; and

NOW, THEREFORE, the Parties mutually agree to amend the Contract as follows:

1. The scope of work as set forth in the Contractor's Proposal dated December 13, 2021, and any attachments thereto, (the "Amended Proposal") is hereby added to the Scope of

**AMENDMENT NO. 1 to
CONTRACT NO. C7478**

Work. A copy of said document is maintained and on file in the office of the Director of Finance of the County of Maui and incorporated herein by reference and hereby made a part of the Contract. 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.

2. Section 2, Time of Performance, is amended to read as follows:

2. Time of Performance. The Contractor shall commence performance under this Contract upon issuance of the Notice to Proceed, and shall continue performance for a period of 1,460 calendar days therefrom, unless sooner completed, terminated, or extended in compliance with the terms of this Contract. Where the contract work is structured into phases or discrete work items, if the commencement of a phase or work item is triggered not by the completion of the prior phase or work item, but by some other event not under the control of the Contractor, the time between the completion of one phase or work item and the commencement of the next shall not count towards the time of performance within which the Contractor agreed to complete its performance under the Contract. The Contractor agrees to cooperate and coordinate with the County to accurately compute and document the time of performance.

3. The total not-to-exceed amount as stated in the Contract is hereby increased by the amount of additional certification requested as set forth hereinabove, subject to appropriation and inclusive of all taxes. The fee or compensation schedule as set forth in the Amended Proposal is hereby added to the Compensation provision of the Contract.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

The entire Contract, as amended herein, shall remain in full force and effect.

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

[EXECUTION PAGES TO FOLLOW]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

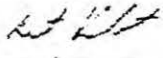
**AMENDMENT NO. 1 to
CONTRACT NO. C7478**

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:

BOWERS - KUBOTA CONSULTING, INC.

By 
(Signature)

Dexter Kubota
(Print Name)

Its Vice President
(Title)

Date February 1, 2022

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

AMENDMENT NO. 1 to
CONTRACT NO. C7478

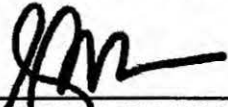
COUNTY EXECUTION PAGE

COUNTY OF MAUI:

By M. Alibin
~~SCOTT K. HERRON~~ MAY-ANNE A. ALIBIN *AS*
~~Its Director of Finance~~ Deputy Director

Date MAY 11 2022

APPROVAL RECOMMENDED:



ROWENA M. DAGDAG-ANDAYA
Director of the Department of Public Works

APPROVED AS TO FORM
AND LEGALITY:

/s/ Michael J. Hopper
MICHAEL J. HOPPER
Deputy Corporation Counsel
112021-1390
Amd #1 C 7478

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]