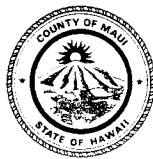


JOSIAH K. NISHITA
County Clerk



RECEIVED

MARGARET C. CLARK
Deputy County Clerk

2019 APR 23 PM 4: 27

OFFICE OF THE COUNTY CLERK

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

**OFFICE OF THE
COUNTY COUNCIL**

April 23, 2019

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

Dear Chair Sugimura:

By letter dated April 10, 2019 (County Communication No. 19-163), the Director of Finance transmitted 48 contracts/grants for filing with the County Clerk.

At the April 23, 2019 Council meeting, the foregoing communication was filed; however, Contract C6572-1 was referred to your Committee at your request. Transmitted is a copy of the contract.

Respectfully,

A handwritten signature in black ink, appearing to read "Josiah K. Nishita".

JOSIAH K. NISHITA
County Clerk

/jym

Enclosures

cc: Director of Council Services

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</u> <u>Index</u>	<u>Title</u>	<u>Amount Required</u>
<u>390099</u>	<u>KAM AVE @ MAUI LANI PRK INTER</u>	<u>(7190) \$0.00</u>

Contract No. C 6572 GOODFELLOW BROS. LLC

Amendment No. 1 Dated:

Dated this 20 day of MARCH 2019

Extension of Contract to: 150 Working Days from NTP

Original Amount	\$ 2,854,425.00
Prior Amends/CO	\$ 0.00
This Amendment	\$ 0.00
Total contract	<u>\$ 2,854,425.00</u>



SCOTT K. TERUYA
Director of Finance

Time extension only.

Roundabout at Maui Lani Parkway and
Kamehameha Avenue (FY2016) for DPW
Job #16-50

FY 2019

jh






AMENDMENT NO. 1 TO CONTRACT NO. C6572

Department: Public Works – Engineering Division
Project Title: Roundabout at Maui Lani Parkway and Kamehameha Avenue (FY 2016)
Job No.: 16-50
Additional Certification Requested from County: \$0.00

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 GOODFELLOW BROS. LLC, a Washington limited liability company, whose mailing address is 1300 N. Holopono Street, Suite 201, Kihei, Maui, Hawaii 96753, 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:

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

AMENDMENT NO. 1 TO CONTRACT NO. C6572

CONTRACT OR AMENDMENT NO.	DATE	ADDITIONAL CERTIFIED AMOUNT	TOTAL CERTIFIED AMOUNT	TIME OF PERFORMANCE/EXTENSION	RENEWAL OPTION FOR MULTI TERM CONTRACT
C6572	12/07/2018	NOT APPLICABLE	\$2,854,425.00	150 calendar days from Notice to Proceed	None

2. WHEREAS, the Contract and any Amendment(s) thereto listed above shall be hereafter collectively referred to as "Contract"; and

3. WHEREAS, the Contract is on file with the Director of Finance; and

4. WHEREAS, the Parties now desire to amend the Contract.

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

1. 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 150 working days therefrom, unless sooner completed, terminated, or extended in compliance with the terms of this Contract.

2. Section 8., Liquidated Damages, is amended to read as follows:

8. Liquidated Damages. The Contractor recognizes and agrees that time is of the essence under this Contract and, due to the speculative character and difficulty of ascertaining damages to the County of Maui resulting from any delay beyond the date set herein for completion, the Parties hereto, for the purpose of putting the question of damages beyond controversy and dispute, hereby agree that the Contractor shall pay to the County the sum of \$1,200.00 per working day as set forth in the Contract Specifications as liquidated damages, and not as a penalty, for each and every

AMENDMENT NO. 1 TO CONTRACT NO. C6572

day that work or any portion of work contemplated under this Contract remains uncompleted beyond the time set herein for completion; provided, however, that the remedy of liquidated damages shall be in addition to any other rights and remedies otherwise available to the County of Maui and not expressly waived herein.

The Contractor agrees that the aforesaid sum is a reasonable estimate of, and reasonably proportionate to, the damages which will probably be sustained by the County as a result of any delay.

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

IN WITNESS WHEREOF, the Parties execute this Amendment 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]

AMENDMENT NO. 1 TO CONTRACT NO. C6572

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:

GOODFELLOW BROS. LLC

By

(Signature)

Simon G. Poole

(Print Name)

Its Director of Contracting

(Title)

Date February 4, 2019

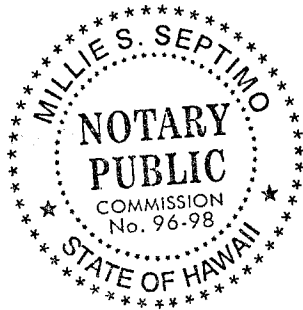
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

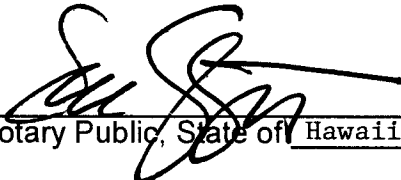
AMENDMENT NO. 1 TO CONTRACT NO. C6572

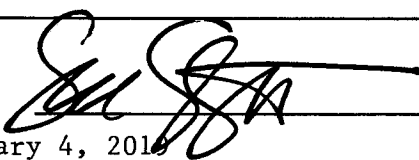
STATE OF HAWAII)
COUNTY OF MAUI) SS.

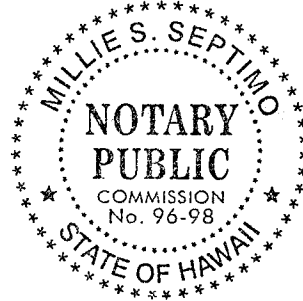
On this 4th day of February, 2019, before me personally appeared Simon G. Poole, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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




Notary Public, State of Hawaii
Print Name: Millie S. Septimo
My commission expires: 4/18/2020


NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>undated at the time of</u> <u>notarization</u>	# Pages: <u>8</u>
Notary Name:	<u>Millie S. Septimo</u>	Judicial Circuit: <u>Second</u>
Doc. Description:	<u>Amendment No. 1 to Contract</u> <u>No. C6572</u>	
Notary Signature:		
Date:	<u>February 4, 2019</u>	



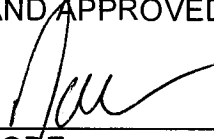
AMENDMENT NO. 1 TO CONTRACT NO. C6572

COUNTY EXECUTION PAGE


COUNTY OF MAUI

By 
SCOTT K. TERUYA
Its ~~Acting~~ Director of Finance
Date MAR 21 2019

REVIEWED AND APPROVED:

Interim

DAVID C. GOODE
~~Acting~~ Director
Department of Public Works
Date FEB 28 2019

APPROVED AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel
County of Maui
Date 3-19-19

LF2018-1141

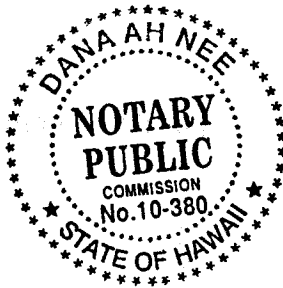
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

AMENDMENT NO. 1 TO CONTRACT NO. C6572

STATE OF HAWAII
COUNTY OF MAUI } SS.

On this 21st day of March, 2019, before me appeared SCOTT K. TERUYA, to me personally known, who being by me duly sworn, did say that he is the ~~Acting~~ 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 SCOTT K. TERUYA acknowledged the said instrument to be the free act and deed of said County of Maui. SP. 1/2

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 2022

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>MAR 21 2019</u>	# Pages: <u>7</u>
Notary Name:	<u>DANA AH NEE</u>	Judicial Circuit: <u>2nd</u>
Doc. Description:	<u>Amendment No. 1 to Contract</u> <u>No. C6572</u>	
Notary Signature:	<u>Dana Ah Nee</u>	
Date:	<u>MAR 21 2019</u>	

