

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1880

FORD N. FUCHIGAMI
DIRECTOR

Deputy Directors
JADE T. BUTAY
ROSS M. HIGASHI
EDWIN H. SNIFFEN
DARRELL T. YOUNG

IN REPLY REFER TO:

AIR-ED
16.0171

June 2, 2016

Mr. Wesley R. Segawa
President
Wesley R. Segawa & Associates, Inc.
101 Silva Street, Suite 201
Hilo, Hawaii 96720-4755

Dear Mr. Segawa:

Subject: Relocate IIT Maintenance Facility, Support Facilities
Site Prep – Elliott Street, & Relocate IIT Cargo Facilities
Honolulu International Airport
State Project No. AO1125-20
Contract No. 59449

Transmitted for your files is an executed copy of Supplemental Contract No. 1A to Contract No. 59449 dated May 15, 2016 for the subject project.

If you have any questions, please contact Mr. Guy Ichinotsubo, Design Engineer, at (808) 838-8832.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey Chang".

Jeffrey Chang
Engineering Program Manager

Enclosure: Supplemental Contract No. 1A



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 1A

TO CONTRACT

59449

(Insert contract number or other identifying information)

This Supplemental Contract No. 1A, executed on the respective dates indicated below, is effective as of May 15, 2016, between the DEPARTMENT OF TRANSPORTATION, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Director of Transportation

(Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),

whose address is 869 Punchbowl Street, Honolulu, Hawaii 96813, and

WESLEY R. SEGAWA & ASSOC., INC.

("CONTRACTOR"),

a Corporation

(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the CONTRACTOR)

under the laws of the State of Hawaii, whose business address and federal and state taxpayer identification numbers are as follows: 101 Silva Street, Suite 201,

Hilo, Hawaii 96720; Federal ID No. 99-0218491

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into Contract

59449

(Insert contract number or other identifying information)

dated June 30, 2010, which was amended by Supplemental Contract No(s).

dated, which was amended by Supplemental Contract No(s).

dated, which was amended by Supplemental Contract No(s).

dated (hereafter collectively referred to as "Contract"), whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.

Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.

Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.

Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.

Recognize the CONTRACTOR'S change of name.

FROM:

TO: _____

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

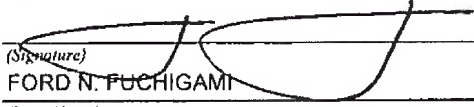
A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

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

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

FUNDING AGENCY: (if other than
contracting agency)
By _____
Signature

PRINT NAME: _____
DIRECTOR OF _____
DATE: _____

STATE


(Signature)
FORD N. FUCHIGAMI


(Print Name)
Director of Transportation

(Print Title)
5.16.16

(Date)



CONTRACTOR
WESLEY R. SEGAWA AND ASSOCIATES, INC.

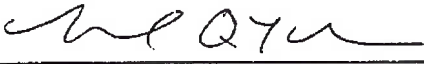
(Name of Contractor)


(Signature)
WESLEY R. SEGAWA

(Print Name)
PRESIDENT

(Print Title)
5/3/2016

(Date)

APPROVED AS TO FORM:


Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

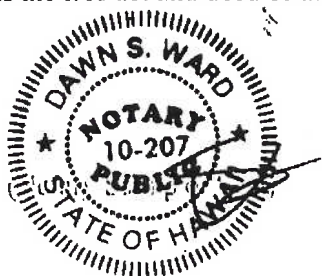


STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 3RD day of MAY, 2016 before me appeared
and WESLEY R. SEGAWA, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
and PRESIDENT of
WESLEY R. SEGAWA AND ASSOCIATES, INC., the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.



[Handwritten Signature]

(Signature)

DAWN S. WARD

(Print Name)

Notary Public, State of HAWAII

My commission expires: 7/18/2018

Doc. Date: 5/3/2016 # Pages: 8
Notary Name: DAWN S. WARD 3RD Circuit
Doc. Description: SUPPLEMENTAL CONTRACT 1A TO
CONTRACT 59449 (A01125-20)

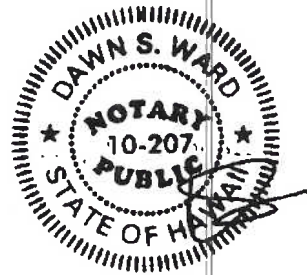
[Handwritten Signature]

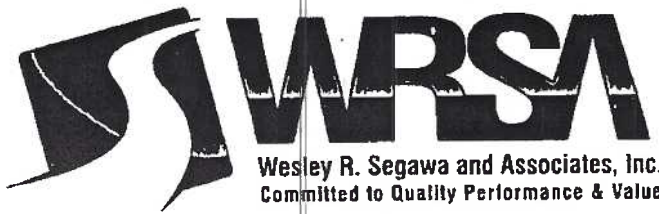
5/3/2016

Notary Signature

Date

NOTARY CERTIFICATION





Hilo Office
101 Silva Street, Suite 201
Hilo, Hawaii 96720

☎ 808-935-4677
☎ 888-880-6307

✉ Hilo@wrsolutions.com
🌐 www.wrsolutions.com

Honolulu ☎ 808-536-4495
736 South Street, Suite 203
Honolulu, Hawaii 96813

Kailua Kona ☎ 808-329-8249
73-5577 Kauhola Street, #4
Kailua-Kona, Hawaii 96740

I, Phyllis E. Segawa, Assistant Secretary of **WESLEY R. SEGAWA & ASSOCIATES, INC.**, a Hawaii corporation, hereinafter referred to as the "Corporation", do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the Corporation, at its meeting duly called and held at the office of the Corporation, 101 Silva Street, Suite 201, Hilo, Hawaii 96720, on the 17th day of December, 1996, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

"RESOLVED that any individual at the time holding the position of President or Assistant Secretary be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for services to be performed by the Corporation, and to execute any bond required by any such bid, proposal or contract with the United States Government, or the State of Hawaii, or the City and County of Honolulu, or any County or Municipal Government of said State, or any department or subdivision of any of them."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said **WESLEY R. SEGAWA & ASSOCIATES, INC.**, this 4th day of May, 2016.

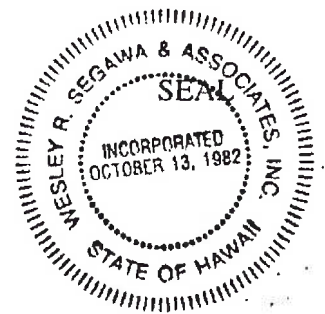

Assistant Secretary

President:
Vice-President:
Sec.-Treasurer:

Wesley R. Segawa
19 Puuko Street
Hilo, Hawaii 96720

Assist. Sec.-Treasurer:

Phyllis E. Segawa
19 Puuko Street
Hilo, Hawaii 96720





STATE OF HAWAII
**CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling 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 State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Wesley R. Segawa & Assoc., Inc., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
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 agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the 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 STATE.

Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By


(Signature)

Print Name

WESLEY R. SEGAWA

Print Title

PRESIDENT

Name of Contractor

WESLEY R. SEGAWA AND ASSOCIATES, INC.

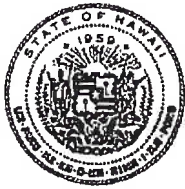
Date

5/3/2016



STATE OF HAWAII
SCOPE OF SERVICES

Due to the construction contract being terminated, the STATE requires the CONTRACTOR to provide additional Construction Management Services for Contract No. 59449 to assist the STATE in the post-termination process to complete the project.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

WHEREAS, additional construction management funds for the CONTRACTOR to perform the additional scope of services will be necessary; and

THEREFORE, the STATE amount in Section C on page 1 of Contract No. 59449, shall be amended to read as follows:

“State \$6,721,484.00”

The total amount “FOUR MILLION THREE HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$4,321,484.00)” in Item 3 of page 1 of Contract No. 59449, shall be amended to read “SIX MILLION SEVEN HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$6,721,484.00)”.



STATE OF HAWAII
TIME OF PERFORMANCE

While the project is anticipated to be completed in early 2017, the CONTRACTOR's Agreement Time Period is being extended to December 31, 2017 to assist with the post-termination process, including possible claims/litigation support arising from the termination of the Construction Contractor.



STATE OF HAWAII
CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE

1. **By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)
FORD N. FUCHIGAMI

(Print Name)
Director of Transportation

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. **By the Director of DHRD, State of Hawaii.**

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Print Name)

(Print Title, if designee of the Director of DHRD)

(Date)