

CONTRACT MODIFICATION FORM

STATE OF HAWAII
DEPARTMENT OF HEALTH

Date January 26, 2018

ADM. SERV. OFFICE LOG NO. 15-028

MODIFICATION ORDER NO. 4

Contractor/Provider: University of Hawaii

Contract Title: Implementation of BMPs in the Waiulaula Watershed

A. MODIFICATIONS

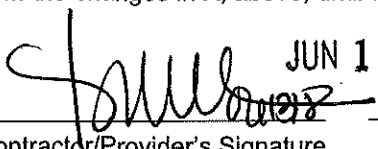
The following modifications are to be performed in accordance with all contract stipulations (specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions by mutual action of the parties to the contract).

See Attachment for contract modifications.

B. CONTRACTOR/PROVIDER's QUOTATION

The modifications described in A, above, will be performed at a contract price ☐ increase ☒ decrease of \$ 59,284.21.

The Contractor/Provider will not undertake to perform the changes in A, above, until this modification order has been approved and issued.


Contractor/Provider's Signature

Date

Darcie Yoshinaga

Interim Director, Office of Research Services

C. STATEMENT OF CONTRACT FUNDS

Original Contract Price	\$ <u>427,217.94</u>
Previous Adjusted Contract Price	\$ <u>506,752.02</u>
Amount of this Change: Plus <input type="checkbox"/> Minus <input checked="" type="checkbox"/>	\$ <u>59,284.21</u>
New Adjusted Contract Price	\$ <u>447,467.81</u>

D. VALIDATION OF CONTRACT MODIFICATION


for Director of Health

Date

CONTRACT MODIFICATIONS:

Effective July 16, 2018, the parties mutually agree that the CONTRACTOR shall continue to provide the required services with the following modifications:

1. Attachment-S1, Scope of Services.

- a. The second paragraph of the preamble to the Scope of Services is hereby modified to read as follows:

“In accordance with the “Waiulaula Watershed Management Plan,” the CONTRACTOR shall implement best management practices (“BMPs”) to reduce nonpoint source pollution and stormwater runoff at three (3) project sites in the Waikoloa tributary of the Waiulaula Watershed, South Kohala District, Hawaii Island, identified as Site 1, Site 2, and Site 3, in Exhibit “A,” attached hereto and made a part of this Contract. The three (3) project sites shall be located in Waimea (See Exhibit “A,” Figure 2). The purpose of the BMPs is to reduce the transport of nonpoint source pollution (nutrients, sediment, total suspended solids, hydrocarbons, metals, and bacteria) and stormwater runoff to receiving waters by conducting stream riparian corridor stabilization, erosion control, native plant restoration, and rain garden installation. The CONTRACTOR shall also conduct monitoring and outreach activities.”

- b. The second paragraph of Section 3.A. Permits, Approvals, and Other Requirements of Work Plan (Task 2) on Page 2 is hereby modified to read as follows:

Second Paragraph of Section 3.A.

“At a minimum, the CONTRACTOR shall *secure official right-of-entry agreements from landowners* of the three (3) specified project sites.”

- c. Section 3.B. List of BMPs and Installation Locations of Work Plan (Task 2) on Page 2 is hereby modified to read as follows:

3.B. “The CONTRACTOR shall *provide a finalized list of BMPs to be installed at each of the three (3) project sites*, and detailed information for each of the BMPs, including number of BMPs to be installed, size, materials used, and other documentation. The CONTRACTOR shall also *provide the specific locations where each BMP is to be installed* and Global Positioning System (“GPS”) coordinates, as appropriate.”

- d. The first paragraph of Section 7., 7.A., 7.B., and 7.C. Installation of Best Management Practices (Task 6) on Page 4 are hereby modified to read as follows:

First paragraph of Section 7. "In accordance with the approved Work Plan, the CONTRACTOR shall *install BMPs at three (3) project sites* in the Waiulaula Watershed (see Exhibit "A"). Approximately five thousand, seven hundred sixty (5,760) feet of stream riparian corridor shall be stabilized, and approximately five hundred thirty-seven thousand (537,000) square feet of runoff area shall be treated.

The CONTRACTOR shall *install BMPs at the three (3) project sites, as follows:*

Section 7.A. Waimea Center Parking Lot (Site 1)

- 1) The CONTRACTOR shall *install and maintain a two hundred sixty (260) square foot rain garden at Waimea Center Parking Lot (Site 1)* (See Exhibit "A," Figure 3), which shall treat approximately thirty-five thousand (35,000) square feet of runoff area by reducing the amount of sediment, nutrients, hydrocarbons, metals, and bacteria entering Waikoloa Stream from the shopping complex and parking lot. A variety of native species will be tested for survivability and growth in this environment.
- 2) The CONTRACTOR shall *install one (1) interpretive sign at this location*, with the approval of the property manager and produce/distribute educational materials for the public and tenants of the Waimea Center.
- 3) The CONTRACTOR shall *monitor and maintain Site 1 as follows:*
 - a) Plant monitoring (once per month) to include percentage of survival; height; spread; and photo documentation.
 - b) Plant maintenance (once every two (2) weeks), including weeding and watering.
 - c) Conduct a site survey (once per quarter).
- 4) The CONTRACTOR shall *conduct at least one (1) public engagement to showcase the project.*

Section 7.B. Waimea Center Stream Riparian Corridor (Site 2)

- 1) The CONTRACTOR shall *conduct stream bank restoration on approximately one thousand, eight hundred (1,800) feet of the Waimea Center Riparian Corridor (Site 2)* (See Exhibit "A," Figure 3) located behind Waimea Center and on the south side of Waikoloa Stream and treat approximately twenty-five thousand (25,000) square feet of runoff area to reduce the amount of nutrients, total suspended solids, hydrocarbons,

metals, and bacteria entering Waikoloa Stream from the shopping complex and restrooms by:

- a) *Installing energy dissipators* at each roof downspout.
 - b) *Planting and establishing native plants* to provide a low-maintenance cover in place of herbicide applications.
 - c) *Removing invasive trees and plants (primarily Christmasberry and castor) along this corridor*, which are destabilizing the streambank and inhibiting the growth of other out-planting.
 - d) *Installing erosion control matting and coir logs where appropriate along the streambank.*
- 2) The CONTRACTOR shall *install one (1) interpretive sign at this location*, with the approval of the property manager, and produce/distribute educational materials for the public and tenants of the Waimea Center.
- 3) The CONTRACTOR *shall monitor and maintain Site 2 as follows*:
- a) Water quality
 - i. Using a Yellow Springs Instrument ("YSI") and pH pen, collect data on pH, temperature, salinity, dissolved oxygen, and total dissolved solids (monthly and after each storm event).
 - ii. Submit samples to the UH Hilo Analytical Laboratory to measure Total Suspended Solids, Nitrite+Nitrate, Phosphate, Total Nitrogen, and Total Phosphorus.
 - iii. The data collected on water quality at Site 2 shall be included in the corresponding Quarterly Status Reports.
 - b) Plantings
 - i. Plant monitoring by documenting the percentage of survival; height; spread; photo documentation (once per month).
 - ii. Plant maintenance, including weeding and watering (once every two weeks).
 - iii. Conducting a site survey (once per quarter).

- 4) The CONTRACTOR shall *conduct at least one (1) public engagement* to showcase the project.

Section 7. C. Ulu Laau Nature Park (Site 3) on Page 4 is hereby modified to read as follows:

- 1) The CONTRACTOR shall *conduct streambank stabilization and re-vegetation* activities at Ulu Laau Nature Park (Site 3) (See Exhibit "A," Figure 4) to treat runoff discharged in the stream and remove alien vegetation in order to reduce the amount of nutrients, total suspended solids, hydrocarbons, metals, and bacteria entering Waikoloa Stream.
- 2) The CONTRACTOR shall *treat approximately fifty-five thousand (55,000) square feet of runoff area* by:
 - a) *Conducting stream bank restoration and revegetation on approximately three thousand five hundred (3,500) feet of Waikoloa Stream.*
 - b) *Installing coir logs with sedges planted behind them.* These will be anchored at the toe of the stream along sections of both banks. Logs will be used along one thousand, seven hundred fifty (1,750) feet of the western bank and one thousand, six hundred fifty (1,650) feet of the eastern bank.
 - c) *Installing erosion matting along four hundred and six (406) feet of the western bank and five hundred twenty-five (525) feet of the eastern bank.*
 - d) *Replacing invasive species with natives without logs or matting along one hundred (100) feet in the middle of the stream reach.*
- 3) The CONTRACTOR shall *install at least one (1) interpretive sign at this location*, with the approval of Outdoor Circle and produce/distribute educational materials for the public.
- 4) The CONTRACTOR shall *monitor and maintain Site 3 as follows*:
 - a) Water quality
 - i. Using a YSI and pH pen, collect data on pH, temperature, salinity, dissolved oxygen, and total dissolved solids (monthly and at every storm event).
 - ii. Submit samples to the UH Hilo Analytical Laboratory to measure Total Suspended Solids, Nitrite+Nitrate, Phosphate, Total Nitrogen, and Total Phosphorus.

- iii. The data collected on water quality at Site 3 shall be included in the corresponding Quarterly Status Reports.
- b) Plantings
 - i. Plant monitoring by documenting the percentage of survival; height; spread; photo documentation (once per month).
 - ii. Plant maintenance including weeding and watering (once every two weeks).
 - iii. Conducting a site survey (once per quarter).
- e. Section 7. D. Ke Ala Kahawai o Waimea (Streamside Trail of Waimea) (Site 4) and section 7. E. Mauumae Beach (Site 5) are hereby deleted.
- f. Sections 8.B. and 8.C. Education and Outreach (Task 7) are hereby modified as follows:

8.B. "The CONTRACTOR shall *create signage to be posted at the three (3) project sites* that describes the BMPs installed and their intended beneficial outcomes. The signage shall indicate, through words and design, that each site is part of one unified project spanning throughout the Waiulaula Watershed. The CONTRACTOR is encouraged to use this as an opportunity for education and outreach by asking elementary school students to help design signage with drawings, paintings, or other artwork.

Section 8.C. The CONTRACTOR shall *conduct at least six (6) stream cleanups at and around the three (3) project sites.*"
- g. Paragraphs 10, 11, and 12 on Page 7 are hereby modified to read as follows:

"Section 10. STATE's Contact Person

The CONTRACTOR shall submit all reports to the following person authorized to receive reports for the STATE:

Mr. Alec Y. Wong, Professional Engineer, Chief
Clean Water Branch
2827 Waimano Home Road, Room 225
Pearl City, Hawaii 96782
Phone: (808) 586-4309

Section 11. CONTRACTOR's Contact Person

The CONTRACTOR's primary contact person is:

Ms. Darcie Yoshinaga, Interim Director
University of Hawaii, Office of Research Services
2440 Campus Road, Box 368
Honolulu, Hawaii 96822-2234
Phone: (808) 956-8259

Section 12. Matching Funds

The CONTRACTOR shall obtain at least ONE HUNDRED ELEVEN THOUSAND, EIGHT HUNDRED SIXTY-SIX DOLLARS AND 95/100 (\$111,866.95) of non-federal private and public in-kind contributions and donations as sub-recipient matching funds to support the project activities under this Contract. The matching funds shall meet the substantive and documentation requirements of 40 Code of Federal Regulations ("C.F.R.") Section 31.24."

- h. The "Project Timeline," attached to the Contract as Exhibit "K," is hereby deleted and replaced with a revised "Project Timeline," attached hereto as Exhibit "L".

2. Attachment S-2, Compensation and Payment Schedule.

- a. The total compensation amount of the Contract is decreased by a total of "\$59,284.21" from "\$506,752.02" to "\$447,467.81" due to decrease in nonpoint source pollution and storm water runoff project sites from five (5) to three (3).
- b. The "Budget," attached to the Contract as Exhibit "J," is hereby deleted and replaced with a revised "Budget," attached hereto as Exhibit "M" and made a part hereof.
- c. Source of funds:

S-14-201-H-009290-12-450	\$9,732.21
S-14-201-H-009290-13-450	\$417,485.73
S-15-201-H-009290-14-450	\$20,249.87

3. All other terms and conditions of the Contract shall remain the same.

Project Timeline

The CONTRACTOR shall accomplish the following activities and submit the required deliverables by the timeline indicated:

Timeline:	Activity:
QSR No. 1	Submit a list of names and credentials of personnel hired
NTP	Establish a South Kohala Stream Team Working Group and submit a list of group member names
NTP + 1 Month	Begin conducting South Kohala Stream Team Working Group Kick-off Meeting and quarterly meetings thereafter Submit the draft Work Plan
NTP + 3 Months	Submit the final Work Plan Submit the draft O&M Plan Submit the draft Monitoring Plan Secure official right-of-entry agreements from landowners
NTP + 4 Months	Begin conducting stream cleanups Begin hosting Public Stakeholder Meetings
NTP + 5 Months	Submit the final O&M Plan Submit the final Monitoring Plan Begin pre-BMP installation site surveys Draft and release the first of two (2) press releases
NTP + 6 Months	Begin installation of best management practices at Site 1 Begin post-BMP installation site surveys Begin erosion monitoring Begin water quality monitoring
NTP + 10 Months	Begin installation of best management practices at Site 2

NTP + 13 Months	Begin installation of best management practices at Site 3
NTP + 25.5 Months	Create signage to be posted at the three (3) project sites and begin installation of the signage
NTP + 40.5 Months	Complete installation of best management practices
	Conduct final stream cleanup
NTP + 41.5 Months	Complete post-BMP installation site surveys
	Complete erosion monitoring
	Complete water quality monitoring
	Complete installation of signage at project sites
	Submit revisions to the final O&M Plan (if applicable)
NTP + 42.5 Months	Conduct final South Kohala Stream Team Working Group Meeting
	Draft and release the second of two (2) press releases
	Submit the draft Final Report
NTP + 43.5 Months	Host the final Public Stakeholder Meeting
NTP + 44.5 Months	Submit the Final Report
	Compile and submit all survey and monitoring data (Contract Termination)

BUDGET
December 15, 2014 to August 31, 2018

No	Cost Category	Unit	Total Units	Hourly Rate/ Unit Cost	Grant Funds	Match Funds	Total
A. Personnel Services							
-	Project Manager	Hr	3,328.37	24.04	80,014.02	11,442.00	91,456.02
	Fringe Benefits			44.91%	35,934.29	5,138.60	41,072.89
-	Project Manager (Extension)	LS	1	46,949.14	46,949.14	0.00	46,949.14
	Fringe Benefits			2,154.22	2,154.22	0.00	2,154.22
-	Project CO-PI	LS	1	5,457.06	0.00	5,457.06	5,457.06
	Fringe Benefits			42.00%	0.00	2,291.97	2,291.97
-	Project CO-PI (Extension)	LS	1	13,899.60	0.00	13,899.60	13,899.60
	Fringe Benefits			7,088.80	0.00	7,088.80	7,088.80
-	Communications Specialist	Hr	173	23.96	4,145.08	592.75	4,737.83
	Fringe Benefits			42.00%	1,740.93	248.95	1,989.88
-	Communications Specialist (Extension)	LS	1	7,038.45	7,038.45	0.00	7,038.45
-	Project Assistant	LS	1	32,447.77	32,447.77	0.00	32,447.77
	Fringe Benefits			2.62%	850.13	0.00	850.13
-	Project Assistant (Extension)	LS	1	23,604.04	23,604.04	0.00	23,604.04
	Fringe Benefits			76.40	76.40	0.00	76.40
-	Project Assistant #2	LS	1	23,625.06	23,625.06	0.00	23,625.06
	Subtotal Personnel Services				258,579.53	46,159.73	304,739.26
-	Volunteers	Hr	761.644	18.14	0.00	13,816.22	13,816.22
Total for Item A					258,579.53	59,975.95	318,555.48
B. Travel							
-	Car Mileage	LS	1	3,480.00	3,480.00	0.00	3,480.00
-	Car Mileage (Extension)	LS	1	6,150.00	6,150.00	0.00	6,150.00
-	Car Rental	LS	1	636.46	636.46	0.00	636.46
-	Interisland Airfare	LS	1	400.00	400.00	0.00	400.00
Total for Item B					10,666.46	0.00	10,666.46
C. Operating Expenses & Supplies							
-	Printing	LS	1	1,887.09	1,887.09	0.00	1,887.09
-	Printing (Extension)	LS	1	900.00	900.00	0.00	900.00
Total for Item C					2,787.09	0.00	2,787.09
D. Equipment							
-	Water Quality Testing Equipment	LS	1	424.76	424.76	0.00	424.76
Total for Item D					424.76	0.00	424.76
E. Professional Services							
-	Design and Installation Contractors	LS	1	24,500.00	24,500.00	41,496.00	65,996.00
-	BMP Contracts	LS	1	31,129.99	31,129.99	0.00	31,129.99
-	Water Quality Sample Analysis	Ea	320	7.00	2,240.00	0.00	2,240.00
-	Water Quality Sample Analysis (Extension)	LS	1	4,800.00	4,800.00	0.00	4,800.00
-	Fire Fuel Break Maintenance	Sites	2	5,075.00	0.00	10,150.00	10,150.00
-	Coir Log & Matting Installation	LS	1	28,000.00	28,000.00	0.00	28,000.00
-	Invasive Tree & Stump Removal	LS	1	18,000.00	18,000.00	0.00	18,000.00
Total for Item E					108,669.99	51,646.00	160,315.99
F. Construction Materials, Supplies							
-	Plants & Planting Supplies	LS	1	1,078.13	1,078.13	0.00	1,078.13
-	Ulu La'au Nature Park	LS	1	10,000.00	10,000.00	0.00	10,000.00
-	Interpretive Sign Posts & Hardware	LS	1	450.00	450.00	75.00	525.00
-	Cement	LS	1	80.00	80.00	0.00	80.00
-	Coir Logs & Matting	LS	1	21,000.00	21,000.00	0.00	21,000.00
-	Erosion Pins	LS	1	100.00	100.00	0.00	100.00

Total for Item F					32,708.13	75.00	32,783.13
G. Operating Expenses & Supplies							
- Indirect Costs			11.7%	18,150.47		0.00	18,150.47
- Indirect Costs (Extension)	LS	1.0	15,481.38	15,481.38		170.00	15,651.38
Total for Item G					33,631.85	170.00	33,801.85
PROJECT TOTAL					447,467.81	111,866.95	559,334.76

Source of Funds:

S-14-201-H-009290-12-450	9,732.21
S-14-201-H-009290-13-450	417,485.73
S-15-201-H-009290-14-450	20,249.87
Total "Grant Funds" from DOH	447,467.81