

STATE OF HAWAII
SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT ICS-FY-99-52
(Insert Agreement Number or Other Identifying Information)

This Supplemental Agreement No. 1, executed on the respective dates indicated below, is effective as of June 29, ~~XX~~ 2000 between the _____

Department of Accounting and General Services, State of Hawaii
(Insert Name of State Department, Agency, Board or Commission)
(hereinafter "STATE"), by its Comptroller
(Insert Title of State Officer Executing Agreement)
whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813

_____, and
Unique Computer Systems, Inc. dba The Lange Group (hereinafter "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 taxpayer identification number are as follows: 1100 Ward Avenue, Suite 1050, Honolulu, Hawaii
96814; Taxpayer id: 1019306

RECITALS

A. WHEREAS, the STATE and the CONTRACTOR entered into an Agreement ICS-FY-99-52 for Services to Develop and Implement a Replacement Land Court and
(Insert Agreement Number or other Identifying Information)
Regular Automated Tracking System for the State of Hawaii
dated January 18, ~~XX~~ 2000 which was amended by Supplemental Agreement No(s) _____, dated _____ (hereinafter collectively referred to as "Agreement") whereby the CONTRACTOR agreed to provide the goods and services described in the Agreement, and

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

NOW, THEREFORE, the STATE, and the CONTRACTOR mutually agree

to amend the Agreement as follows:

(CHECK APPLICABLE BOX(ES))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment S1, which is attached hereto and is incorporated herein.
- Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment S2, which is attached hereto and is incorporated herein.
- Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment S3, which is attached hereto and is incorporated herein.
- Amend the SPECIAL CONDITIONS according to the terms set forth in the Supplemental Special Conditions, which is attached hereto and incorporated herein.
- Recognize the CONTRACTOR's change of name.

FROM:

TO:

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

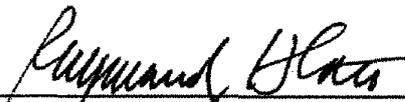
A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Agreement.

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 Agreement.

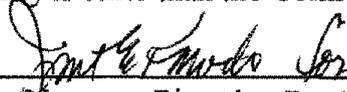
Unless amended herein, the Agreement shall remain in full force and effect.

IN VIEW OF THE ABOVE, the STATE and the CONTRACTOR execute this Supplemental Agreement No. 1 by their signatures on the dates below.

STATE:

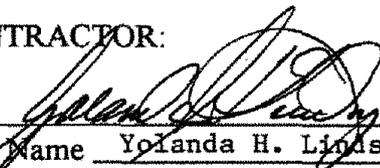
By 
Print Name Raymond H. Sato
Title Comptroller
Date 12/21/00

FUNDING AGENCY: (to be signed by head of funding agency if other than the Contracting Agency)

By 
Print Name Timothy E. Johns
Title Chair, Dept. of Land & Natural Resources
Date _____

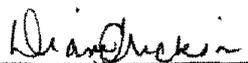
CONTRACTOR:

(Affix Corporate Seal)

By 
Print Name Yolanda H. Lindsey
Title President *
Date November 20, 2000

*Evidence of authority of the Contractor's representative to sign this Supplemental Agreement must be attached.

APPROVED AS TO FORM:


Deputy Attorney General

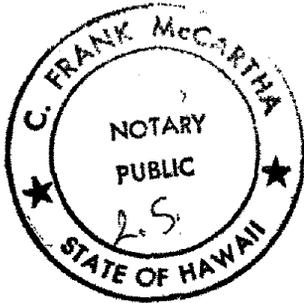
AG-Supp (4/99)

CONTRACTOR'S ACKNOWLEDGMENT

State of HAWAII)
)
CITY & County of HONOLULU)

SS.

On this 20th day of NOVEMBER 20, ^{dm} 19 2000, before me personally appeared YOLANDA H. LINDSEY, to me personally known, who being by me duly sworn, did say that he/she is the --- PRESIDENT --- of --- UNIQUE COMPUTER SYSTEMS, INC. dba THE LANGE GROUP ---, the --- --- the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said instrument as the free act and deed of the CONTRACTOR.



C. Frank McCarthy
Notary Public, State of Hawaii
My Commission Expires: 4/10/2004

①

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, the University of Hawaii, 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.

UNIQUE COMPUTER SYSTEMS, INC.

On behalf of dba THE LANGE GROUP, CONTRACTOR, the undersigned does declare as follows:

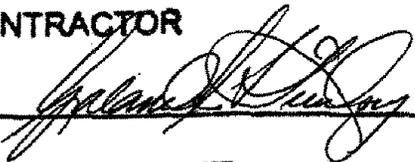
1. CONTRACTOR is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Supplemental Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Supplemental Agreement, if the legislator or employee had been involved in the development or award of the Supplemental Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Supplemental Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Supplemental Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Supplemental Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Supplemental Agreement, 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.
6. CONTRACTOR has not been represented or assisted in the award of this Supplemental Agreement for a fee or other consideration by an individual who, a) within

the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Supplemental Agreement.

CONTRACTOR understands that the Supplemental Agreement to which this document is attached is voidable on behalf of the STATE if this Supplemental Agreement was entered into in violation of any provision of chapter 84, HRS, 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.

DATED: NOVEMBER 20, , Hawaii, ~~19~~ 2000.

CONTRACTOR

By 

Title PRESIDENT

*Reminder to Agency: If "1a" is checked, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Supplemental Agreement is entered into, a written justification as to why the Supplemental Agreement was not required to be competitively bid.

CERTIFICATION OF EXEMPTION FROM CIVIL SERVICE

1. **By Heads of State Departments or Agencies Pursuant to Delegation of the Director of Human Resources Development¹**

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

Raymond H. Sato
(signature)

12/21/00
(date)

Raymond H. Sato
Print Name

Comptroller
Print Title

2. **By the Director of Human Resources Development, State of Hawaii²**

I certify that the services provided under this Agreement, and the person(s) providing the services under this Agreement are exempt from the civil service, pursuant to Hawaii Revised Statutes §76-16().

(signature)

(date)

Print Name

Print Title, if designee of Director
of Human Resources Development

¹This part of the form may be used by all department heads and others to whom the Director of Human Resources Development has delegated authority to certify Hawaii Revised Statutes section 76-16 civil service exceptions. The specific paragraph(s) of section 76-16 upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exceptions under Hawaii Revised Statutes sections 76-16(2) and 76-16(3) has not been delegated; only the Director of Human Resources Development may certify sections 76-16(2) and 76-16(3) exceptions.

²This part of the form may be used only by the Director of Human Resources Development or the Director's designee. See NOTE at footnote 1.

SCOPE OF SERVICES

Pursuant to the Request For Proposals, section 3.10 Implementation Plan, the Contractor's work is to be performed by distinct tasks. The Contractor's Best and Final Offer dated November 15, 1999 and Contractor's clarification letters (hereinafter "Clarification Letters"), dated December 14, 1999 and December 23, 1999, attached hereto, and by this reference made a part hereof, further clarify the work to be completed. Contractor's scope of work by tasks is amended as follows:

- Part 1:
 - Task 1 Implement Basic BOC Network
 - Task 2 BCIS Requirements Verification
 - Task 3 Replace Reg & Land Court System
 - Task 4 Implement Imaging on BOC Network
 - Task 5 Implement Imaging BCIS

- Part 2:
 - Task 3 services
 - Task 6 Enable Remote Access to Data
 - Task 7 Enable Remote Access to Image
 - Task 10 Data Remediation

- Part 3:
 - Task 3 services
 - Task 8 Enable Public Access
 - Task 9 Public Access to Image
 - Task 11 GIS Requirements Study

- Part 4: Support Services

TIME OF PERFORMANCE

Pursuant to the Request For Proposals, Special Provisions, TERM OF CONTRACT, the Agreement is extended to September 21, 2001.

COMPENSATION AND PAYMENT SCHEDULE

The Payment Schedule as identified in the Original Contract is in error. The Clarification Letters were not reflected in the compensation amount; therefore, the compensation and payment schedule is amended as follows:

As compensation for the work to be performed by the Contractor, the State agrees to pay the Contractor as follows:

Part 1:	Task 1 Implement Basic BOC Network	\$240,782.21
	Task 2 BCIS Requirements Verification	48,458.02
	Task 3 Replace Reg & Land Court System	408,104.01
	Task 4 Implement Imaging on BOC Network	519,230.95
	Task 5 Implement Imaging BCIS	81,093.26
	TOTAL PART 1:	\$1,297,668.45
Part 2:	Task 3 services	\$ 67,812.06
	Task 6 Enable Remote Access to Data	77,393.92
	Task 7 Enable Remote Access to Image	47,167.44
	Task 10 Data Remediation	21,666.53
	TOTAL PART 2:	\$214,039.95
Part 3:	Task 3 services	\$ 27,603.99
	Task 8 Enable Public Access	139,472.55
	Task 9 Public Access to Image	62,027.76
	Task 11 GIS Requirements Study	33,749.78
	TOTAL PART 3:	\$262,854.08
Part 4:	Support Services	\$146,818.88

The Original Contract dated January 18, 1999 contracted for the services identified in Part 1 at a cost of ONE MILLION TWO HUNDRED NINETY-SVEN THOUSAND SIX HUNDRED SIXTY-EIGHT AND 45/100 DOLLARS (\$1,297,668.45).

For Supplemental Agreement No. 1, the State agrees to pay the Contractor an amount not to exceed TWO HUNDRED FOURTEEN THIRTY-NINE AND 95/100 DOLLARS (\$214,039.95), for Part 2.

Payments for the remainder of the work shall be paid at the rate specified herein, contingent upon availability of funds and by execution of a Supplemental Agreement(s) to this contract. In the event that funds are not appropriated and allotted, this Agreement will terminate with no further liability or obligation to the Contractor by the State.