



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. 2

TO CONTRACT

(Insert contract number or other identifying information)

This Supplemental Contract No. 2, executed on the respective dates indicated below, is effective as of October 27, 2016, between the EMPLOYEES' RETIREMENT SYSTEM OF THE _____, State of Hawaii

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

("STATE"), by its EXECUTIVE DIRECTOR AND TRUSTEE,

(Insert title of state officer executing contract)

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

whose address is 201 MERCHANT STREET, SUITE 1400, HONOLULU, HI 96813, and KMH LLP ("KMH")

_____ ("CONTRACTOR"),

a LIMITED LIABILITY PARTNERSHIP

(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: FEDERAL TAX ID NO. 45-1539623, HAWAII GENERAL EXCISE TAX NO. 10680821, 1003 BISHOP STREET, SUITE 2400, HONOLULU, HI 96813

RECITALS

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

(Insert contract number or other identifying information)

dated FEBRUARY 1, 2013, which was amended by Supplemental Contract No(s). 1
dated JANUARY 11, 2016, which was amended by Supplemental Contract No(s). n/a
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.

STATE EMPLOYEES' RETIREMENT SYSTEM OF THE STATE OF HAWAII



(Signature)
THOMAS WILLIAMS

(Print Name)
EXECUTIVE DIRECTOR

(Print Title)
November 1, 2016

(Date)



(Signature)
WESLEY K. MACHIDA

(Print Name)
TRUSTEE

(Print Title)
November 1, 2016

(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

KMH LLP

(Name of Contractor)


(Signature)
Derek K Hanashiro

(Print Name)
Partner

(Print Title)
10-27-16

(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.
City of COUNTY OF Honolulu)

On this 27th day of October, 2014 before me appeared
Peter K. HANESMID and - n/a -, 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
Partner and - n/a - of
KMH LLP, 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.



[Signature]
(Signature)
Karen S. Arakaki
(Print Name)
Notary Public, State of Hawaii
My commission expires: March 9 2017

Doc. Date: n/a # Pages: 6
Notary Name: Karen S. Arakaki 1st Circuit
Doc. Description: State of Hawaii
Supplemental Contract No 2 to contract
Employees Retirement System
[Signature] 10/29/14
Notary Signature Date



NOTARY CERTIFICATION



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 KMH LLP, 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 Peira K. Hanastairo
 Print Title Partner
 Name of Contractor _____
 KMH LLP _____
 Date 10-27-16

COMPENSATION AND PAYMENT SCHEDULE

Section 1 of the Compensation and Payment Schedule is amended to read as follows:

1. MAXIMUM COMPENSATION

For services satisfactorily performed under the Contract, the CONTRACTOR shall be compensated for goods supplied (if any) and services performed under this CONTRACT in an amount not to exceed \$1,235,160.00, including approved costs incurred and taxes, at the time and in the manner set forth below.

All other terms and conditions remain the same.

TIME OF PERFORMANCE

The expiration of the Contract is extended from January 31, 2017, to July 30, 2017.