# ASSIGNMENT OF PAYMENT

## INSTRUCTIONS FOR COMPLETING STATE ACCOUNTING FORM C-30 (REV. 7/1/95):

- Complete original and three (3) copies of Form C-30 (photocopies will not be accepted).
- 2. Contract Number or Purchase Order Number must be shown on appropriate line along with Project Title and D.A.G.S. Job Number(s) - see attached sample. Attach copy of purchase order, if applicable.
- 3. <u>Signatures and Notarizations</u>: Comply with Instruction #6 on back side of Form C-30.
- 4. Submit completed Form C-30 to:

Room 423
Inspection Branch
Division of Public Works
Department of Accounting & General Services
Honolulu, Hawaii 96813

NOTE: DO NOT COMPLETE BACK SIDE OF FORM-30 (INSTRUCTIONS AND EXPLANATION FOR FILLING FORM).

## ASSIGNMENT OF MONEY BY PARTY TO WHOM STATE IS DIRECTLY INDEBTED

(Pursuant to Section 40-58, Hawaii Revised Statutes)

Rolair Sys	tems, I	.nc .		
me of Party to Whom SIAI	E is indebted)	•		02105
O. Box 3	30363	Santa Barbara	CA	93105
ress)		(City)	(State)	(Zip Code)
hereinafte	er referred to as	s "CONTRACTOR", requests the COMP	TROLLER to pay by a check	or checks
• 3	30,000.0	00	, now due or to	become due and owing to the CONTRAC
<b>V</b>	(S <sub>1</sub>	pecify total amount of check or the words "All sums")  Contract No. 13579.	DAGS JOD #14"	L6-2468
		MCKINLEY HIGH SCHOOL	[. <u> </u>	Dept. of Accounting and General Services
n the STATE OF HA	AWAII under	EIGHT CLASSROOM BLD (Contract No. or Purchase Order No.)	3.	ame of State Department or Agency)
	'	CONTRACTION OF PRICEIRES CHOSE NO.		
reinafter referred to :	as the "CONTI	RACT") to the order of	State Tax Co	ollector
CHARLES (CICHOG CO.			•	<sup>(ame)</sup> 96809
P. O. Box	259	Honolulu	HI	
dress) -		(City)	(State)	(Zip Code)
	he	reinafter referred to as "ASSIGNEE", sub	ect to the conditions set forth	herein.
				same in any way.
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STATE OF HAWAII

REQUEST TO DRAW WARRANT(S) TO ORDER OF

PAYEE DESIGNATED BY PARTY TO WHOM STATE IS INDEBTED

(Pursuant to Section 40-58, Hawaii Revised Statutes)

(INSTRUCTIONS)

#### PROCESSING ASSIGNMENT FORMS

- 1. When Contractor/Consultant is referred to as "CONTRACTOR"
   (Contract Numbers without an alphabet see attached Sample #1):
  - a. Contractor/Consultant completes Form C30 original and three (3) copies (photocopies not allowed).
  - b. Contractor/Consultant submits completed Form C30 to Inspection Branch.
  - c. Engineer verifies Contract Number, DAGS Job. No., Project Title and Amount. If P.O. job, copy must be attached.
  - d. Engineer must also verify that the appropriate acknowledgment form is attached (see instruction #6 on back of Form C30).
  - e. Fill in Assignee No. by looking up number in the Vendor Code Log. If Contractor/Consultant is not listed, have clerical staff prepare Vendor Table Maintenance (original & a copy). Route together with Form C-30 and memo to Accounting Division.
  - f. Engineer attaches memo to Accounting Division on the top of Form C30.
  - g. Routing: (1) Branch Chief
    - (2) Fiscal Office
    - (3) Asseunting Division
  - Pre-Audit Branch will distribute forms.
- 2. When DAGS is referred to as "CONTRACTOR" (Contract Numbers
   with an alphabet):
  - a. Inspection Branch completes Form C30 original and three (3) copies (photocopies not allowed).
  - b. Complete form as shown on attached Sample #2.
  - c. Retain one (1) copy for Engineer's project file before routing. Stamp "Office copy" and the date processed in upper right corner of form.
  - d. Routing: (1) Branch Chief
    - (2) State Public Works Engineer
    - (3) Comptroller
    - (4) Staff Services (Lloyd Ogata)
  - e. Staff Services (L. Ogata) will distribute forms.

#### PROCESSING ASSIGNMENT FORMS

- 1. When Contractor/Consultant is referred to as "CONTRACTOR"
   (Contract Numbers without an alphabet see attached Sample #1):
  - a. Contractor/Consultant completes Form C30 original and three (3) copies (photocopies not allowed).
  - b. Contractor/Consultant submits completed Form C30 to Inspection Branch.
  - c. Engineer verifies Contract Number, DAGS Job. No., Project Title and Amount. If P.O. job, copy must be attached.
  - d. Engineer must also verify that the appropriate acknowledgment form is attached (see instruction #6 on back of Form C30).
  - e. Fill in Assignee No. by looking up number in the Vendor Code Log. If Contractor/Consultant is not listed, have clerical staff prepare Vendor Table Maintenance (original & a copy). Route together with Form C-30 and memo to Accounting Division.
  - f. Engineer attaches memo to Accounting Division on the top of Form C30.
  - g. Routing: (1) Branch Chief
    - (2) Fiscal Office
    - (3) Assessment Division
  - h. Pre-Audit Branch will distribute forms.
- 2. When DAGS is referred to as "CONTRACTOR" (Contract Numbers
   with an alphabet):
  - a. Inspection Branch completes Form C30 original and three (3) copies (photocopies not allowed).
  - b. Complete form as shown on attached Sample #2.
  - c. Retain one (1) copy for Engineer's project file before routing. Stamp "Office copy" and the date processed in upper right corner of form.
  - d. Routing: (1) Branch Chief
    - (2) State Public Works Engineer
    - (3) Comptroller
    - (4) Staff Services (Lloyd Ogata)
  - e. Staff Services (L. Ogata) will distribute forms.

## SAMPLE

### ASSIGNMENT OF MONEY BY PARTY TO WHOM STATE IS DIRECTLY INDEBTED

(Pursuant to Section 40-58, Hawaii Revised Statutes)

# 1

TO THE COMPTROLLER, STATE OF HAWAII: Rolair Systems, Inc. (Name of Party to Whom STATE is Indebted) CA P. O. Box 30363 hereinafter referred to as "CONTRACTOR", requests the COMPTROLLER to pay by a warrant or warrants s 30,000.00 , now due or to become due and owing to the CONTRACTOR (Specify total amount of warrant or the words "All sums") Contract #11111, DAGS Job #12-16-1111 McKinley High School, Eight from the STATE OF HAWAII under Classroom Building Dept. of Accounting & General Services (Name of State Department or Agency) (Contract No. or Purchase Order No.) State Tax Collector (hereinafter referred to as the "CONTRACT") to the order of 96809 HI P. O. Box 259 Honolulu (Zip Code) (State) (Address) 12345 - 00hereinafter referred to as "ASSIGNEE", subject to the conditions set forth herein. (Assignee No.-Sfx.) The CONTRACTOR warrants and represents that he/she/it has not heretofore sold, assigned, or otherwise disposed of the money due or to become due under the CONTRACT, and that there are no orders, garnishments, or attachments outstanding affecting the same in any way. The STATE consents to draw the warrant(s) for the amount designated by the CONTRACTOR, and by such consent the STATE does not assume any obligation, duty or liability whatsoever under any agreement, written or otherwise, between or among the CONTRACTOR and the designated ASSIGNEE or any other person(s) or entity, notwithstanding any provision, term or condition in or constituting said agreement. The STATE's consent to drawing the warrant as designated by the CONTRACTOR is also subject to any withholding request by the DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS for violations under Chapter 104, Hawaii Revised Statutes; by the DEPARTMENT OF TAXATION for delinquent taxes; and by any other department of the STATE OF HAWAII for any claim outstanding against the CONTRACTOR or designated ASSIGNEE. Further, it is expressly understood that the applicable STATE contracting agency may withhold any sums due to the agency from the CONTRACTOR, whether by liquidated damages, offset or otherwise, and that the STATE's consent hereto is limited strictly to those sums which may be owing to the CONTRACTOR pursuant to the CONTRACT. The CONTRACTOR hereby releases and forever discharges the STATE from any and all liability whatsoever on account of any and all moneys paid to the ASSIGNEE, pursuant to this ASSIGNMENT. والأروا see instruction #6 on back of form Evidence of authority to sign this ASSIGNMENT (Signature) on behalf of the CONTRACTOR must be submitted with this ASSIGNMENT in a form satisfactory to the COMPTROLLER. (Title) (Date) Consent to the above ASSIGNMENT is hereby granted. (COMPTROLLER, STATE OF HAWAII)

(Date)

### CORPORATE RESOLUTION (SAMPLE)

I, John Doe, Secretary of XYZ Corporation,
a Hawaii corporation, do hereby certify that the follow-
ing is a true and correct copy of a resolution duly
adopted by the Board of Directors of said corporation
at a meeting called and held at the office of the
corporation on the day of,
19 at which a quorum was present and acting through-
out; and that said resolution has not been modified,
amended or rescinded and continues in full force and
effect:
"Resolved that the President, Vice-President or Secretary be, and they are hereby authorized and empowered to sell, assign, and transfer, on behalf of the corporation, all or any part of the proceeds of any contract or agreement entered into between said corporation and the State of Hawaii."
IN WITNESS WHEREOF, I have hereunto subscribed
my signature and affixed the seal of said corporation
this day of, 19
, John Doe, Secretary

### CORPORATE ACKNOWLEDGMENT (SAMPLE)

STATE OF HAWAII  : SS.  COUNTY OF)
On this day of
in the year, before me personally appeared
and,
who, being by me duly sworn, did say that
is/are the and
respectively, of
and that the seal affixed to the foregoing instrument
is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said
corporation by authority of its Board of Directors, and
acknowledged said instrument to be the free act and deed
of said corporation.
Notary Public, Judicial Circuit, State of Hawaii
My commission expires:

,	$\mathbf{E}\mathbf{X}$	HIBIT	<u>"A"</u>		
					•
CONTRACTOR ACKNOWLEDG	<u>:EMENT</u> :			X.	
STATE OF HAWAII	)	ss.			X
COUNTY	OF HONOLULU )				
On this	12TH day of	AUBUST		, 19 <u>97</u> ,	before me
appeared <u>JOHN S VA</u>		(			and
				to me p	personally
known, who, being	by me duly sv	worn, did	say that	he/she/they	is/are
OWNER		and i			of
OCEAN DISTRIBUTO	JRS \				,
the Contractor name	d in the forego	ing instrum	ent, and the	t he/she/t	hey is/are
authorized to sign s	aid instrument	in behalf of	f the Contrac	tor, and ac	knowledges:
that he/she/they	executed said	instrument	as the free	act and d	eed of the
Contractor.					
333. 2000.	\				
1-5.			Marette	m.s	0
(Notary Seal)		Notar State	y Public f HAI	WAII	
		My co	ommission exp	oires: <u>DE</u>	C 16, 2000
					*
		•	Me		
			Table		
	/ / .		Imor		
		74	) 🟏		
		/			

### EXHIBIT "B"

STATE OF HAWAII COUNTY OF KAUAI Subscribed and sworn to before me this 12th day of August, 1997 Notary Public, Fifth Judicial Afreuit June 7, 1998 My commission expires:

ATTACHING A SHEET LIKE THIS TO AN ASSIGNMENT FORM IS INSUFFICIENT IT ONLY REFLECTS NOTARIZATION OF A SIGNATURE.

TVE CONSTANT DATA AND TABLE TYPE

### **VENDOR TABLE MAINTENANCE**

(VIA PHONE)

FOR DEPARTMENT USE ONLY ☐ CONFIRMING VENDOR NUMBER

☐ INDIVIDUAL (NON-EMPLOYEE)

☐ FOR ENCUMBERED CONTRACT

□ NAME CHANGE

FUNCTION	A (A=ADD, C=CHANGE, D	☐ ADDRESS CHANGE				
VENDOR NO.		SORT SEQ.				
VENDOR TYPE	MINORITY BUS. IND.	SMALL BUS. IND.	PHONE AREA CODE LOCAL NUMBER			
STATUS	COUNTY	DISTRICT	COUNTRY CODE			
	$ \begin{array}{ccccc} A & B & C & D \\ \hline \end{array} $	E F G	H I J K L M Y			
DEPARTMEN	T O P Q	R S T				
CODE	Y2 Y3 Y4 Y5	Y6 Z1 ZZ				
VENDOR NAME		11 12 13 14 15 16 W A I I M	17 18 19 20 21 22 23 24 25 26 27 28 29 30 I L I L A N I B R A N C H			
VENDOR ADD. 1	A/C RAINB	O W P A I	NT COMPANY			
VENDOR ADD. 2	9 5 - 2 2 1 K I P	A P A D R	IVE			
VENDOR ADD. 3						
VENDOR CITY	MILILANI	'				
<b>\</b>	VENDOR STATE H I	VEND	OR ZIP CODE 9 6 7 8 9			
CONTACT NAI	ME					
VENDOR CONVERSION		S.SE.I.N.	NO.			
mains	4					
<i>a</i>	6/4/93 586-0	J414				

PREPARED BY

INSPECTION BRANCH - P. W.

AUTHORIZED BY

DATE

PHONE NO.

STATE ACCOUNTING FORM A-54 JULY 1, 1988 (REVISED)

DATE

ENTERED BY

Sample \$ #2

#### **ASSIGNMENT OF MONEY BY PARTY TO WHOM** STATE IS DIRECTLY INDEBTED

(Pursuant to Section 40-58, Hawaii Revised Statutes)

TO THE COMPTROLLER, STATE OF HAV	WAII:					
Department of Accounting (Name of Party to Whom STATE is Indebted)	and General Se	rvices				
· ·						
1151 Punchbowl Street	Honolulu	HI		968		
(Address)	(City)	(State)		(Zip	Code)	
hereinafter referred to as "CONTRA	CTOR", requests the COMPT	ROLLER to pay by a	warrant or wa	rrants		
\$ 246,377.18 (c (Specify total amo Contra	unt of warrant or the words "All sums" )		ue or to becom	ne due and o	wing to the CONT	RACTOR
DAGS J	ob No.		DA	cs		
from the STATE OF HAWAII under Projec (Contract No. or	Purchase Order No.)			State Departmen	t or Agency)	
(hereinafter referred to as the "CONTRACT") to the	e order of Koga End	gineering	& Const	ructio	n, Inc.	
846 South Hotel Street	Honolulu	HI	<u></u>		813	
(Address)	(City)	(State)		(Zip	Code)	
(leave blank) hereinafter reference (Assignee NoSfx.)	erred to as "ASSIGNEE", subje	ect to the conditions s	et forth herein			
under the CONTRACT, and that there are no order the STATE consents to draw the warrant(s) obligation, duty or liability whatsoever under any any other person(s) or entity, notwithstanding any as designated by the CONTRACTOR is also suviolations under Chapter 104, Hawaii Revised STATE OF HAWAII for any claim outstanding as STATE contracting agency may withhold any sun the STATE's consent hereto is limited strictly to the CONTRACTOR hereby releases and for the ASSIGNEE, pursuant to this ASSIGNMENT.	of for the amount designated by agreement, written or otherwise provision, term or condition in ubject to any withholding requistatutes; by the DEPARTMEN painst the CONTRACTOR or one due to the agency from the nose sums which may be owing orever discharges the STATE	the CONTRACTOR e, between or among or constituting said a est by the DEPARTI IT OF TAXATION for designated ASSIGNE CONTRACTOR, who g to the CONTRACT	, and by such the CONTR/ igreement. The MENT OF LA or delinquent to EE. Further, it ether by liquid OR pursuant to	consent the ACTOR and ne STATE's of BOR AND II taxes; and is expressly atted damage to the CONTI	the designated AS consent to drawing NDUSTRIAL REL y any other depart understood that the s, offset or otherw RACT.	the warran ATIONS for ment of the e applicable ise, and tha
Evidence of authority to sign this ASSIGNMENT	•					
on behalf of the CONTRACTOR must be submit				(Signature	<del>!</del> )	
ted with this ASSIGNMENT in a form satisfactor	у	ርጥአጥ <del>ፑ</del>	DIIRT.TC	WORKS	ENGINEER	
to the COMPTROLLER.		BIRIE	- TODIIC	(Title)	BROINDER	× ·
						*
•				(Date)	-	
						. *
Consent to the above ASSIGNMENT	is hereby granted.		<u> </u>			, S
	. •		(COMPTR	OLLER, STA	ATE OF HAWAII)	

(Date)