## **Application Submittal Checklist**

The following items are required for submittal of the grant application. Please verify and check off that the items have been included in the application packet.

- 1) Certificate of Good Standing (If the Applicant is an Organization)
- 2) Declaration Statement
- 3) Verify that grant shall be used for a public purpose
- 4) Background and Summary
- 5) Service Summary and Outcomes
  - 6) Budget
    - a) Budget request by source of funds (Link)
    - b) Personnel salaries and wages (Link)
    - c) Equipment and motor vehicles (Link)
    - d) Capital project details (Link)
    - e) Government contracts, grants, and grants in aid (Link)
- 7) Experience and Capability
- 8) Personnel: Project Organization and Staffing

K. Dones Boyd K. Isnec, President 1-19-23

• •	APPLICAT	IETH LEGISLATUR		
•	Type of Operating of Requesting Organization or Indivi of Unit Owners of Poamoho Camp	of Grant Request: Capital duai: Dba:		
The community of the co	Amount of State Funds F otion of Request (Please attach word docu nity members of Poamoho Camp in Wahia the roads and water lines. Poamoho Car Road improvements and accessibility to events throughout Wahiawa. Our plantati awaii. The paved roads and maintenance	ument to back of page if extra awa seek funding for Improve np currently provides potable water are critical to provide o on village is significant in the	a space is needed ement to the infras e water to neighbo continued support preservation of th	structure and ring parcels in the for our youth sports ne agricultural
Amount of Other Funds Available: Total amount of State Grants I   State: \$				ived in the Past 5
Federal:	\$	\$		
County:	\$	Unrestricted Assets	5.	
New	Service (Presently Does Not Exist		e (Presently in	Operation): 🔳
	Type of Business Entity:	Mailing Address:		
	501(C)(3) Non Profit Corporation Other Non Profit	94-615 Kupuohi S		Zin-
	Other Non From	City:	State:	Zip:
Contact Pe Nakamoto	erson for Matters Involving this App	Waipahu	• <b>H</b> I	96797
Name:	K. Leong-Nakamoto	Title: Property Manage	· .	
Email: alohaprim(	@gmail.com	Phone: (808) 688-9878		·····
Federal Ta	ax ID#:	State Tax ID#		

Bay K. Jan Authorized Signature mi

Boyd K. Isnec President <u>1-19-23</u> Name and Title Date Signed



## Department of Commerce and Consumer Affairs

## CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

ASSOCIATION OF UNIT OWNERS OF POAMOHO CAMP

was incorporated under the laws of Hawaii on 07/06/2011 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 18, 2023

Nadinil/ando

Director of Commerce and Consumer Affairs

## **Application for Grants**

If any item is not applicable to the request, the applicant should enter "not applicable".

## I. Certification – Please attach immediately after cover page

### 1. Certificate of Good Standing (If the Applicant is an Organization)

If the applicant is an organization, the applicant shall submit one (1) copy of a certificate of good standing from the Director of Commerce and Consumer Affairs that is dated no earlier than December 1, 2022.

### 2. Declaration Statement – See Attachment

The applicant shall submit a declaration statement affirming its compliance with <u>Section</u> <u>42F-103</u>, <u>Hawaii Revised Statutes</u>.

### 3. Public Purpose

This grant will benefit the public and surrounding communities of Wahiawa.

## II. Background and Summary

### Property Description:

Poamoho Camp consists of a parcel of approximately 91 acres located at 71-045 Kam Hwy. in Wahiawa, Hawaii. (TMK 710010011000).

Poamoho Camp is a former Del Monte plantation property with a residential area consisting of 66 residential units occupied primarily by former Del Monte plantation workers and/or their families. Developer Peter Savio purchased Poamoho Camp when Del Monte closed down and the Galbraith Estate sold the property. In 2009 Peter Savio created a CPR with the units primarily being sold to the individuals living within the camp. Family members were allowed to purchase the unit if the original tenant was unable to qualify to purchase the home.

There is an "Agricultural Unit adjacent to the residential area which consists of approximately 54 acres (Unit 77 and Unit 78).

Along with the land, there is also a potable waterline that was transferred with the parcel as described below:

### Water Pipeline:

Water pipeline, meters and improvements relating to the pipeline located in Fields F.204 Sections A, B and C (Oahu TMK Nos' 7-I-1:005, :006, :031 and:011), together with and subject to that certain Water Pipeline and Easement Agreement dated September 15, 1983, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 17447, Page 530, and in the Water Use Agreement dated October 11, 1983

For many years, the Water Pipeline has provided water for the Poamoho Camp, Helemano/ORI Facility and Greenworld Coffee Farm. It is an integral part of water availability and a resource to the community for areas past Whitmore Avenue.

With planned development of the surrounding agricultural areas, it is imperative to maintain this vital resource and public assistance should be provided. Poamoho Camp has not received any public or private funds to assist with monitoring or maintaining this waterline that has serviced many in the Wahiawa community. Poamoho Camp residents do not have the resources to continue providing water to other community members.

### **Demographics:**

Poamoho Camp residents are comprised primarily of retired Del Monte plantation laborers. Many are receiving social security and small pensions as their sole sources of income. Younger family members living in the homes are employed in primarily unskilled labor or construction jobs. A recent survey conducted to determine eligibility for grants through the U.S. Rural Development verified that income levels for the majority of the households within the camp would qualify at or below poverty level. See Poamoho Camp Median Household Income Survey dated August 2019.

## **Community and Public Impact:**

Maintaining Poamoho Camp and the residences has allowed the community to retain its plantation lifestyle and provided opportunity for 66 families and approximately 200 individuals to remain in their homes. Given Hawaii's high cost of housing and the number of homeless, this has truly been a benefit to the senior and low-income wage earners housed within Poamoho Camp. Poamoho Camp has a rich history of involvement with the Wahiawa community but due to limited resources there is now limited access and availability to resource. This has had a significant impact on the ability of Poamoho Camp to offer public access for community activities such as sports events for the youth.

The Poamoho Camp waterline has serviced Poamoho Camp and Helemano/ORI facilities for decades and Greenworld Coffee Farm for many years. This has allowed Helemano/ORI to continue offering services to individuals with disabilities, including housing and vocational opportunities. It provides potable to make it possible for Greenworld to operate and expand, creating jobs for local people living in the area and providing services to locals and an increasing amount of tourists travelling through Wahiawa.

Poamoho Bible Church is a community resource that has been active in the community for years. Poamoho Bible Church continues to hold services and outreach programs within the property on a weekly basis. Since the "Clubhouse" or Community Center within Poamoho Camp burned down, Poamoho Bible Church has had to meet under tarps or tents. Meetings are forced to be cancelled or held elsewhere when rain and winds prohibit use of tents and tarps.

Poamoho Camp has a large park that was used in the past for community baseball and other sports activities. Community access is currently not being offered due to a lack of funding for maintenance. There is no longer access to any public bathroom facilities within the camp due to the loss of the clubhouse.

## III. Service Summary and Outcomes

We have reviewed several bids and are presenting the following proposal from Seal Pros. The work to be done by Seal Pros will be for all the Engineering, Survey and Construction of an 8 inch Water Pipeline Main from Whitmore Village to Green World, then ORI and Poamoho Camp. Additionally, we will need contract work to be done for the replacement of cesspools with septic tanks, and infrastructure to the aged homes.

### WATERPIPELINE MAINTENANCE AND WATER QUALITY CONTROL

Purpose: To maintain the accessibility and quality of potable water to residents and visitors to the Wahiawa community in the area past Whitmore Avenue.

Services to be Supported by Grant:

1. Establishing a process to evaluate the current condition of the Waterline and to set processes in place to maintain the waterline and ensure the quality of the water accessed from the waterline.

Personnel specializing in the maintenance and repair of water pipelines will need to be retained to evaluate the current condition of the pipeline and implement any recommended maintenance for the waterline.

2. Implementing a Water Quality Program to facilitate testing and required actions to insure that the water being received by Poamoho Camp, Helemano/ORI, Greenworld and other community members from the waterline meets quality standards as set by the Department of Health and City and County of Honolulu Board of Water Supply.

Target Group: Poamoho Camp, Helemano/ORI facilities, Greenworld employees and their customers who are residents and visitors to the State of Hawaii.

### REPLACEMENT OF CESSPOOLS WITH SEPTIC TANKS

Purpose: To remove aged cesspools and replace them with septic systems in compliance with changes to the state and federal laws as well as Department of Health standards requiring replacement for health and sanitation purposes.

Services to be supported by Grant:

1. Review and assessment of current cesspool location and conditions within the parcel by a qualified professional. This would include conducting field research and testing to determine the size, location and condition of cesspools; determining if they are currently utilized; and the number of homes they are servicing.

2. Closing unused cesspools; and replacing cesspools with septic tanks. Many of the cesspools are not located on the same lot that they service. Due to lot size constraints, options for "multiple home" septic tanks or other alternatives may need to be considered.

Public Purpose for the Grant:

Many of the households within the camp are living on limited budgets at or below the poverty level and will be unable to fund replacement of the cesspools with septic tanks. These cesspools were established quite a long time ago and conveyed with the interest in the property by the Developer. Health and sanitation concerns dictate that the replacements should be done in order to minimize spills or leakage into ground water sources. Poamoho Stream runs directly adjacent to the parcel and replacement will facilitate making sure water sources are not contaminated.

### HOUSING UPGRADES

Purpose: To upgrade the plumbing, electrical and roofing of the aged homes within the Poamoho Camp.

Services to be supported by Grant:

Electrical, Plumbing and Roof Upgrades are badly needed to maintain livable conditions in several of the homes. It would be beneficial if these upgrades could be done as a "group" and part of a large project. The homes don't have enough equity and many of the owners would not have available funds to do these upgrades.

1. Upgrade the electrical wiring and metering of the homes as needed to be bring them up to code to ensure safety and reduce risks of fire. There are many original plantation dwellings within the community that were built in the early 1950's or prior and they do not meet the current electrical codes. These older homes have an increased risk of fire. Some residents that had the available funds have upgraded the electrical wiring and metering for their homes. There are approximately 50 homes that will need the electrical upgrade.

2. Plumbing upgrades will be needed on older homes when the new road and waterlines are put in place because the older pipes will strain under the water pressure provided by the new lines. Many of the older homes currently have water pressure issues because the aged pipes are not able to handle a normal water flow. All but 10 or so homes will need the upgrades.

3. Roofing on many of the older homes is the metal sheet type of roofing. Several homes have holes in portions of their roofs and some are missing large pieces of the roofing material over portions of the home. This will be done to maintain safety and to keep the homes in a livable condition.

## IV. Financial

### Budget

- 1. Please see attachment.
- 2. The applicant shall provide its anticipated quarterly funding requests for the fiscal year 2024.

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Grant
\$900,000	\$900,000	\$900,000	\$900,000	

- 3. We will be applying for federal, private and state grants in 2023.
- 4. We plan to apply for the renewable energy state and federal tax credits in 2023.
- 5. We have not received any federal, state, and county government contracts, grants, and grants in aid within the prior three years and will not be receiving for fiscal year 2023 for program funding.
- 6. Our current unrestricted current assets as of December 31, 2022 is \$221,195.

## V. Experience and Capability

## 1. Necessary Skills and Experience

Primrose K. Leong-Nakamoto has been the property manager for AOUO of Poamoho Camp for four years. She works closely with the residents of Poamoho Camp not only in the daily activities of property management but has formed relationships with each family in order to understand their needs as a whole community. Her involvement in ascertaining the condition of the water lines and infrastructure has enabled Poamoho Camp to determine future planning. William Paik of the Paik Group will be the consultant assisting Primrose in overseeing the project management. William "Bill" Paik has close to 50 years of construction experience and was the CEO of Grace Pacific.

### 2. Facilities

There are 66 residential homes in Poamoho Camp and Green World Coffee Farms across the street who receive water through the water pipeline which is in dire need of replacement to ensure safe drinking water access. ORI/Helemano has been an integral part of the Wahiawa community for over 40 years serving those with intellectual and developmental disabilities.

## VI. Personnel: Project Organization and Staffing

## 1. Proposed Staffing, Staff Qualifications, Supervision and Training

The project manager will be working closely with the contractor who is awarded the bid for installation and improvement of roads, water tank/fire protection, and infrastructure. Daily communication with the construction manager and site visits will be performed by the project manager. The draws for payment will be managed based on completion of each phase of the project accordingly.

### 2. Organization Chart

See Attachment.

### 3. Compensation

See Attachment.

## VII. Other

### 1. Litigation

The Association of Unit Owners of Poamoho is not involved in any pending litigation.

### 2. Licensure or Accreditation

Please see Seal Pros company information and Primrose K. Leong-Nakamoto's resume.

### 3. Private Educational Institutions

The funds from this grant will not be used to support or benefit a sectarian or nonsectarian private educational institution.

## 4. Future Sustainability Plan

The AOUO of Poamoho Camp will be applying for grants with federal, state, and private institutions in 2023 and every year thereafter. Infrastructure for the agricultural parcels adjacent to the 66 homes will be installed. Revenue from these agricultural parcels will provide a reserve fund for the Association of Unit Owners of Poamoho Camp to address future maintenance of improvements in the community.

### DECLARATION STATEMENT OF APPLICANTS FOR GRANTS PURSUANT TO CHAPTER 42F, HAWAI'I REVISED STATUTES

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawai'i Revised Statutes:
  - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
  - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
  - c) Agrees not to use state funds for entertainment or lobbying activities; and
  - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.
- If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
  - a) Is incorporated under the laws of the State; and
  - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided; and
- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawai'i Revised Statutes:
  - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
  - b) Has a governing board whose members have no material conflict of interest and serve without compensation.
- 4) The use of grant-in-aid funding complies with all provisions of the Constitution of the State of Hawaii (for example, pursuant to Article X, section 1, of the Constitution, the State cannot provide "... public funds ... for the support or benefit of any sectarian or nonsectarian private educational institution...").

Pursuant to Section 42F-103, Hawai'i Revised Statutes, for grants used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

(Typed Name of Individual or Organization)	
Bay K. Jone	1-19-23
(Signature)	(Date)
Boyd K. ISnec (Typed Name)	President
(Typed Name)	(Title)

### **BUDGET REQUEST BY SOURCE OF FUNDS**

Period: July 1, 2023 to June 30, 2024

Applicant: \_\_\_\_ BUDGET Total State Total Federal **Total County** Total Private/Other CATEGORIES **Funds Requested** Funds Requested Funds Requested **Funds Requested** (a) (b) (c) (d) A. PERSONNEL COST 1. Salaries 2. Payroli Taxes & Assessments 3. Fringe Benefits TOTAL PERSONNEL COST null nuli null null B. OTHER CURRENT EXPENSES 1. Airfare, Inter-Island 2. Insurance 3. Lease/Rental of Equipment 4. Lease/Rental of Space 5. Staff Training 6. Supplies 7. Telecommunication 8. Utilities 9 10 11 12 13 14 15 <u>16</u> 17 18 19 20 null TOTAL OTHER CURRENT EXPENSES null null nuli C. EQUIPMENT PURCHASES D. MOTOR VEHICLE PURCHASES CAPITAL E. null null null TOTAL (A+B+C+D+E) null Budget Prepared By: SOURCES OF FUNDING (a) Total State Funds Requested Name (Please type or print) Phone (b) Total Federal Funds Requested Bay lone 1-19-23 (c) Total County Funds Requested Signature & Authorized Official Date (d) Total Private/Other Funds Requested snec Douc Name and Title (Please type or print) TOTAL BUDGET null

### **BUDGET JUSTIFICATION - PERSONNEL SALARIES AND WAGES**

Period: July 1, 2023 to June 30, 2024

ApplicantAssociation of Unit Owners of Poamoho Camp\_\_\_\_\_

POSITION TITLE	FULL TIME EQUIVALENT	ANNUAL SALARY A	% OF TIME ALLOCATED TO GRANT REQUEST B	TOTAL STATE FUNDS REQUESTED (A x B)
SEE ATTACHED PROPOSALS FROM SEAL PROS,				\$-
PIONEER DESIGN GROUP INC. AND KN SURVEYING				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
				\$-
TOTAL:				
JUSTIFICATION/COMMENTS:				

## **BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES**

Period: July 1, 2023 to June 30, 2024

Applicant: Association of Unit Owners of Poamoho

NO. OF ITEMS	COST PER ITEM	TOTAL COST	TOTAL BUDGETED
		\$-	
		\$-	
		\$-	
		\$-	
		\$-	
			ITEMS   ITEM   COST     ITEMS   \$   -     ITEMS   \$   -     ITEMS   \$   -     ITEMS   \$   -     ITEMS   ITEM   \$     ITEMS   ITEM   \$     ITEMS   ITEM   \$

DESCRIPTION	NO. OF	COST PER	TOTAL	TOTAL
OF MOTOR VEHICLE	VEHICLES	VEHICLE	COST	BUDGETED
			\$-	
			\$-	
			\$-	
			\$-	
			\$-	
TOTAL:				
JUSTIFICATION/COMMENTS:				

## **BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS**

Period: July 1, 2023 to June 30, 2024

Applicant: Association of Unit Owners of Poame

TOTAL PROJECT COST		S OF FUNDS PRIOR YEARS	STATE FUNDS REQUESTED	OTHER SOURCES OF FUNDS REQUESTED		EQUIRED IN ING YEARS
	FY: 2021-2022	FY: 2022-2023	FY:2023-2024	FY:2023-2024	FY:2024-2025	FY:2025-2026
PLANS		0				
LAND ACQUISITION						
DESIGN		0				
CONSTRUCTION		0	3600000			
EQUIPMENT		0				
TOTAL:			3,600,000			

## **Poamoho Camp New Main Water Line**

## Poamoho Camp C/O Nakamoto Realty, LLC

## Primrose Leong-Nakamoto

Project:

### Poamoho Camp Main Water Line 94-615 Kupuohi St

Waipahu, HI 96797



James Higgins Owner

## **Service Provider Information**

## **Company Info**



Seal Pros LLC 1019 Waimanu St. Ste.207 Honolulu, Hawaii 96814

P: 808-591-6086 F: 808-591-6087 http://sealproshawaii.com **Contact Person** 

James Higgins Owner jhiggins@sealproshawaii.com Cell: 808-591-6086 Office 808-591-6086

## **About Us**

### **GROUND UP SERVICES**

Seal Pros Hawaii is a General Contractor that specializes in Infrastructure, Asphalt Paving, Concrete, Civil and Excavation. We offer a complete range of Ground Up services. We stand by our work and offer warranties and service contracts. We are second to none when it comes to servicing our customers.

- Asphalt Paving
- Excavation & Grading
- Concrete
- Demolition
- Utilities
- General Construction

Providing a clean and safe work site is paramount to us. Protecting the safety of your patrons and customers, as well as our crew is a key component to a successful project.

We are locally owned and operated, and are servicing commercial and residential customers in Honolulu and outer islands.

Contractor Lic.#: ABC-30206



## New 8" Water Main 12,500 LF

- 1. Seal Pros will provide all of the necessary Labor, Materials and Equipment required to complete the following Scope of Work.
- 2. General Items:
  - Mobilization,
  - BMP's Erosion Control, Traffic Control and
  - · General Project Management
- 3. Project Location:

 Project Location, Waterline will run from Helemano to Poamoho Camp to Opportunities and Resources, Inc. (ORI). Approximately 12,500LF

- 4. Excavation and Removal and Disposal of Existing Waterline: • Excavate and Remove Existing Waterline and Dispose
- 5. Trench and Prep for New Waterline Installation
  - Prep Trench for New Waterline
  - · Install Cushion Rock S4C Sand
- 6. Install 8" Water Main 12,500 LF and all necessary fittings:
  - Install 8" Water Main as per BWS Standard which now requires Epoxy Coated Ductile Iron Pipe CL53. Bonded Dielectric Coating.
  - Includes all fittings, risers and covers necessary
- 7. Testing and Inspections:
  - Testing and Inspections to include Pressure Testing and Chlorinating Line
  - Final Inspection
- 8. Backfill and Compact as per Standard Board of Water Specifications
- 9. Restoration:
  - Restore Disturbed areas as needed

Total Price: \$3,123,770.00

See Below Images

## **Custom Service**

- 1. General Notes:
  - 1. This proposal is based on raw figures and is pending Civil Engineering Plans and Specifications.
  - The pricing provided reflects costs pertaining to the "New" Board of Water Supply Standards as of August 2022 which changes Waterline Specifications to Ductile Iron Pipe with Bonded Dielectric Coatings for all Pipe and Fittings.
  - 3. Estimated Project Duration 95 working days

## Sales Tax

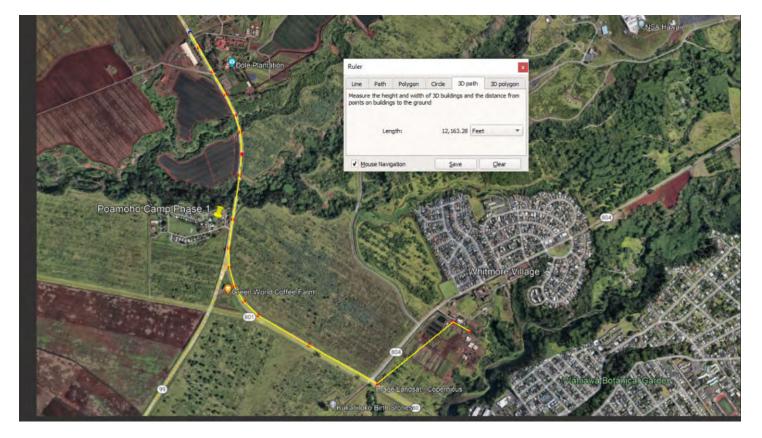
1. Hawaii Sales Tax applied at a rate of 4.712%

Total Price: \$147,192.00



## New 8" Water Main 12,500 LF

## Poamoho New Waterline



## Notes:

This map indicates the Beginning and End of the Waterline and is the Main Waterline only.



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on January 20, 2023.

ltem	Description		Cost
1.	New 8" Water Main 12,500 LF		\$3,123,770.00
		Subtotal:	\$3,123,770.00
		Tax:	\$147,192.00
		Total:	\$3,270,962.00

## **Authorization to Proceed & Contract**

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in this proposal/contract it must be in a new contract or added to this contract.

The scopes of work and prices displayed here are valid for 30 days. A second site visit may be required to reassess conditions.

Please see all attachments for special conditions that may pertain to aspects of this project. The payment schedule will require a deposit of 40% (unless otherwise agreed upon) with the balance due upon completion of the project. The deposit will need to be made no less than 14 days prior to the start of work.

Payments may be made by Check, Cash or Credit Card. Please note that all Credit card transactions are subject to an additional 3% processing fee.

## Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date:

Primrose Leong-Nakamoto Poamoho Camp C/O Nakamoto Realty, LLC 94-615 Kupuohi St Waipahu, HI 96797 Prim@nakamotorealty.com C: 808-224-4044 O: 808-688-9878 James Higgins | Owner Seal Pros LLC 1019 Waimanu St. Ste.207 Honolulu, Hawaii 96814 E: jhiggins@sealproshawaii.com C: 808-591-6086 F: 808-591-6087 http://sealproshawaii.com



## **Contract Terms & Conditions**

1. 1. All materials is guanteed to be as specified.

2. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices.

3. Barricades and Traffic Control will be provided.

4. All materials to be used on this project will be applied to manufactureers specifications without deviation.

5. Work will be conducted Monday thru Friday between 7:30 a.m. and 3:30 p.m. unless otherwise specified.

6. **Extra Work:** Alterations or deviations form the original Scope of Work including unforeseen conditions involving extra costs will be executed by written orders, and related costs will be above and beyond the above estimate.

7. This fully executed proposal is a legal, enforceable binding contract. All parties signing this document understand and consent to the terms and conditions set forth in this contract.

**8.** Exclusions: Electrical, Landscaping, Grassing, Permits, Surveys, Engineering, Architecture, Drawing or Drafting of plans and any other services not detailed in the scope of work.

9. Seal Pros will provide General Liability insurance in the amount of \$2,000,000 per occurance.

10. Seal Pro's employees will be covered under Workers' Compensation insurance as required by State law. Any Sub-Contractors used will provide same.

11. Seal Pro's Hawaii reserves the right to withdraw or revise this proposal at any time. All pricing is subject to Hawaii State General Exise Tax.

12. Seal Pros offers a One Year Warranty. (Unless specified otherwise)

13. COI will be issued only upon written request.

14. This Proposal may be withdrawn by us if not accepted within 30 days.



Please click any of the links below to view and print all documents.

## **Company Attachments**

**Company Profile** 



CIVIL • PLANNING • SURVEY • LANDSCAPE P 503.643.8286. www.pd-grp.com 9020 SW Washington Square Rd Suite 170 Portland, Dregon 97223

December 21, 2022

Primrose Leong-Nakamoto Nakamoto Realty, LLC. 94-615 Kupuohi St., #205 Waipahu, HI 96797

### RE: Poamoho Camp Phase 2 Improvements & Water line Extension 7145 Kamehameha Hwy. Wahiawa, HI 96786

Aloha Prim:

We are pleased to present this proposal for the Engineering and Construction Review Services required for the completion of the improvements for Phase 2 of the Poamoho Camp Development. The survey services will be performed by others but will be managed by PDG.

We will be coordinating these services with other sub-consultants as necessary. I have outlined below the Engineering and Construction Review "Scope of Services" for the site development of the proposed improvements.

This proposal is based on information we received from you and our knowledge of the requirements of the City and County of Honolulu, the Honolulu Board of Water Supply, and the Honolulu Fire Department. This proposal is specifically limited to those items below. We will also need any other relevant information that you may have available.

For your acceptance of the services outlined within this proposal please sign and return. We propose to perform the "scope of services" as shown on the attached fee schedule (for one phase construction) in accordance with the attached Standard Contract Provisions (Exhibit "A").

We look forward to working with you on this project. If you have any questions, please give us a call.

Mahalo, **Pioneer Design Group, Inc.** 

ACCEPTED

Tyler Christian Campbell

By:\_\_\_\_

T.C. Campbell, P.E. Project Manager

|--|

Attached: Standard Contract Provisions (Exhibit "A") Schedule of Hourly Rates (Exhibit "B") Certain potential services are not included in this proposal. These services are itemized in the "Services Not Included" section. Our firm or a sub consultant, if required, can complete excluded services, under a separate agreement for an additional fee.

Attached is a breakdown of our fee proposal. Each item will be itemized on your monthly progress billing invoice.

### SCOPE OF SERVICES

### 1. TOPOGRAPHIC SURVEY

A complete topographic survey will be completed by KN Surveying for the entire length of the future public waterline extension from Alii Turf to O.R.I, and the entire area on site noted for agricultural and commercial uses. PDG will lead coordination between the client and the project surveyor as needed. KN's proposal is attached. KN has provided 3 different options on their proposal for surveying methods of the agricultural site. The client will decide what option of surveying they want done, and this will determine the final fee. There will be a 10% management fee added to their proposal for PDG's efforts in managing the project surveyor and these numbers are reflected below. *Pioneer Design Group will not be* directly preparing the topographic survey, and is not responsible for the accuracy of the information provided by the project surveyor. It is assumed that if additional survey areas are required, this work will be done on a time and materials basis. It is assumed that the surveyors will have to perform construction staking and complete an as-built survey of the civil improvements. These items can be completed for an additional fee. Two of the surveying options will require clearing of the agricultural site at Poamoho. The client will be responsible for having the site cleared prior to the surveying should they decide to choose one of those options.

### 2. CIVIL ENGINEERING SERVICES

<u>Topo CAD File Conversion:</u> Convert Topo CAD file provided by KN Surveying into Civil3D base file for design. This includes creating the existing ground surface, moving linework and objects to the correct layers, and creating demolition layers for objects that will be removed.

<u>Project Layout:</u> Attend a virtual meeting to discuss details of the Master Plan provided by Client. Draft a preliminary site layout in Civil3D for Phase 2 based on the meeting conclusions and Master plan layout provided by the Client. Send plan to the Nakamoto Realty team for review. Attend virtual meeting as necessary and update plan based on Client review and comments.

<u>General Site Plan</u>: Prepare a general site plan detailing and dimensioning the proposed improvements on site including but not limited to the proposed street layout, parking areas, storm drainage tracts, open spaces etc.

<u>Grading and Erosion Control Plan</u>: Prepare site grading and erosion control plan. The grading shall be for the various uses on site, proposed parking areas, and water tank asphalt pad and access. The erosion control plan will include the BMPs that need to be installed before and during the construction. If criteria or product changes for the proposed grading, additional work will be addressed under a separate contract, or on a time and materials basis. *It is assumed that a complete geotechnical analysis will be completed of the project site and that a geotechnical report will be provided by the client*.

<u>Utility Plan:</u> Prepare a utility plan for the proposed water distribution system, and the storm drainage system associated with the development. It is assumed that stormwater will be detained and infiltrated on site (infiltration tests to be provided by a Geotechnical engineer), or conveyed to the existing drainage way to the north. *Should an off-site storm system design be needed to discharge the runoff from the site, it can be completed for an additional fee. This plan does not include the design, sizing and details for the proposed water tank and pump house.* 

This plan includes the coordination of other site utilities, such as gas, electric, and communication lines designed by other consultants or private franchise utility companies as needed. It is assumed that a community wastewater treatment plant will be used to manage the sanitary waste from the site. The design of this system will be done by others. *This plan does not include the design of any proposed sanitary system improvements (cesspool or septic system design)*.

<u>Overall Street Plan & Typical Sections:</u> Prepare a detailed streets plan for the proposed streets on site. Prepare the typical street sections for the private streets on site. *It is assumed that there will be no proposed improvements or design needed on the existing streets adjacent to the site. Should improvements on these streets be needed they will be done for an additional fee.* 

<u>Street & Utility Plan and Profile Sheets:</u> Prepare plan and profile sheets for all the private streets on site. The profiles will include the proposed storm and water lines and associated construction notes.

<u>Post-Construction BMP Plan:</u> Prepare a plan that details the BMPs that must remain in place after the construction is complete. It is assumed that the post-construction BMP will be a detention pond located at approximately the lowest point on the site.

<u>Water Tank Site Plan:</u> Prepare a detailed site plan for the improvements, grading and stormwater management BMPs associated with the proposed water tank

<u>Public Water line Extension Plan and Profile Sheets:</u> The client has provided the information that a new water line is to be installed from the existing water meter at Ali'i Turf to O.R.I. north of the site, approximately 12,200 LF. PDG will prepare plan and profile sheets for the public water line extension with associated construction notes. *It is assumed that the waterline will be turned over to BWS and will be designed to the current BWS standards*.

<u>Calculations and Reports</u>: Prepare a final stormwater quality report and a stormwater drainage report to address the stormwater treatment and drainage relative to the proposed improvements. *These calculations do not include the sizing, and the actual design and details for the water tank. Tank design and details will have to be acquired from the tank manufacturer or other sub-consultant.* 

<u>Specifications</u>: City and County of Honolulu, BWS and other civil specifications will be shown on the engineering plans as construction details and notes appropriate for the installation of civil related items.

<u>Applications & Permitting:</u> Prepare the necessary applications and documentation for permit submittal to the City and County of Honolulu. These include a grading permit and multiple building permits including the site development, water line extension, water tank, and pump house. Coordinating with the client and possibly other sub-consultants on getting applications signed and ready for submittal. All permitting fees to be paid by the client.

<u>NPDES Permit</u>: The site is currently covered by an active NPDES permit. It is assumed that there will be not be any work needed to keep the site covered for the NPDES. If a new NPDES permit is required, or civil work needs to be done to update the current permit, this work will be done on a time and materials basis.

<u>Meetings and Coordination</u>: Meetings and project coordination with the client, the general contractor, other sub-consultants, and the various reviewing agencies are anticipated. This fee includes an anticipated 3 meetings with Nakamoto Realty and the Poamoho Neighborhood board. *Any additional meetings will be done on a time and materials basis*.

### 3. CONSTRUCTION REVIEW SERVICES

<u>Construction Cost Estimates</u>: Prepare one preliminary Construction Cost Estimate based on the construction drawings. Prepare cost estimates per the jurisdictional requirements for permit issuance as necessary.

<u>As-Built Drawings:</u> Provide "As-Built Drawings" for the civil related work based on one (1) clean red-lined, full-size set of drawings provided by the contractor. *It is assumed that an as-built survey will be completed by the project surveyor and provided to PDG to complete the as-built drawings.* 

<u>Construction Review</u>: Review construction activities at intervals appropriate to the stages of construction for the work required to complete the project, or at the request of the general contractor. Assumes approximately 2 site visits a week during construction for approximately 180 days. Includes erosion control inspections through site development sign-off only. Review shop drawings and submittals related to civil elements and systems. Does not include schedule coordination, change order negotiations, contractual procedures between owner and contractor, final measurement of in place items.

### FEE BREAKDOWN

This is a breakdown of our fee for budgetary purposes and progress billing.

1. Land	Use Surveying Services (Option to be s	elected by Client)
a.	Option A- (Ground surveying without clearing)	\$311,300
b.	Option B- (Ground surveying with clearing)	\$222,310
c.	Option C- (Aerial survey & ground truthing with clearing	g) \$103,200
2. <u>Engin</u>	eering Services	(\$137,885)
a.	Topo CAD file conversion	\$2,000
b.	Project Layout Drafting	\$4,050
с.	Engineering design plans	\$90,000
	(Assumes addressing of 2 sets of redlines from C&C of H	
	Any additional redlines past the 2 <sup>nd</sup> review will be done of	on a time
	and materials basis.)	
d.	Water line Extension design and plans	\$25,500
e.	Drainage and Water Quality Reports	\$10,000
f.	Applications & permitting	\$3,000
g.	Meetings and Coordination	\$3,335 + T&M
3. <u>Const</u>	ruction Review Services	(\$37,500)
a.	Construction Cost Estimate	\$2,500
b.	As-built Drawings	\$5,000
с.	Construction Review	\$30,000+T&M
	(Assumes 2 site visits per week for 24 weeks)	

SURVEYING SUBTOTAL	TBD
PDG SUBTOTAL	\$175,385 Plus T&M
(4.712% General Excise Tax)	TBD
TOTAL	TBD

The amount shown above is a fixed fee price. The client will select the surveying option, and that fixed fee price will be added to the total shown above. Our services will be billed on a percent complete basis once a month. Reimbursable items such as mileage, blueprinting, copying and deliveries will be billed as a separate line item and on a time and materials basis, plus 10%.

It is possible that in the completing of the above scope of work, additional effort may be necessary to respond to conditions or events that are unforeseen at this time. Additional services and consultation requested will be performed by separate authorization prior to commencement of work. If construction period exceeds (180) Calendar Days, construction review will be billed on a Time & Materials basis. The construction period is based on Ground Breaking to Close Out completion.

This proposal becomes void if not executed within 60 days from the date of origin.

### SERVICES NOT INCLUDED

The following is a list of work items specifically excluded from this Proposal:

- 1. Sanitary sewer system (septic or cesspool) design
- 2. Water tank sizing, design and specifications
- 3. Pump house design and specifications
- 4. Geotechnical analysis and testing
- 5. Traffic engineering reports
- 6. Site/Street lighting, electrical, telephone, gas and cable T.V. facilities plans
- 7. Structural Engineering Design, such as retaining or sound walls, or building structures.
- 8. Public agency fees
- 9. Biologist's Report or Wetland Studies and flagging
- 10. Off-site utility system (storm, sanitary sewer) analysis or improvements
- 11. Arborist's Report and tree identification plans
- 12. Negotiating or consulting with neighbors regarding property encroachments
- 13. Floodplain or Drainage Hazard Analysis/Studies
- 14. Planting and Landscape plan
- 15. Irrigation Plan
- 16. Exhibits for Biologists or other sub-consultants
- 17. Special inspections of subgrade or walls
- 18. Project management and coordination other than as required per the jurisdictions.
- 19. Size and location of building utility services to be provided by owner or sub consultant.
- 20. Topographic survey by others, PDG to manage.

### EXHIBIT "A" CONTRACT PROVISIONS

1. Invoice billing and payment:

Client shall be invoiced monthly for services performed for the prior month. Invoices will be payable within ten (10) days of receipt of the invoice. The invoice shall be considered past due if not paid within thirty (30) days of the receipt of the invoice. Client agrees to pay Pioneer Design Group, Inc. interest on any past due invoice at a rate of one and one-half percent (1.5%) per month in addition to any collection costs including attorney's fees.

### 2. Execution of Services:

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our presentation of work. We will diligently proceed with the work contracted for, but it is expressly agreed and understood that I shall not be held responsible for delays occasioned by factors beyond its control, nor by factors, which could not reasonably have been foreseen at the time of the execution of the contract between the parties.

3. Right of Entry:

The Client will provide for the right of entry to our employees and all necessary equipment in order to complete the work. Client agrees to defend, indemnify and hold harmless us from any and all claims from any alleged trespass. While we will take all reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this contract. We shall not be obligated to restore Client's property to its state prior to such work.

4. General Liability and Limitation Thereof:

We carry comprehensive general liability insurance coverage, which, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is a direct result of our operational negligence. At your request, we will provide certificates evidencing such coverage. We agree to hold harmless, indemnify, and defend you on account of any liability due to damage arising directly out of our negligent acts; however, you agree that our liability shall be limited to that coverage by our general liability insurance and not otherwise.

5. Limitations of Professional Liability:

In exchange for our competitively priced professional services, the client agrees that the total aggregate liability of us for any and all actual or alleged professional act, error, or omission, including negligence, for which you sustain injury, damage or other liability shall not exceed the amount of our fee. This limitation of liability may be modified by the payment of an additional fee to us.

#### TERMS AND CONDITIONS

6. Construction Staking:

Contractor to notify the engineer at the time of notifying the surveyor when and what is to be staked.

7. Plan Responsibilities:

We shall not be held responsible for dimensions or elevations from plans other than those designed by us. This proposal assumes that all plans and information furnished to us by other sources will be clear, concise and complete. Revisions by others shall be furnished to us within seven days before staking of said revisions may begin.

8. Disputes:

If any dispute arises under this agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including staff time, at current billing rates, court costs, attorney's fees and other claim related expenses at trial and on appeal.

### 9. Hazardous/Dangerous Materials:

It is agreed that the client shall indemnify and hold harmless us, our consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages including but not limited to fees and charges of attorneys in court and arbitration cost, arising from the work of others in any way or in any respect related to hazardous or dangerous materials. In the event that hazardous waste or hazardous materials are found on the property, we reserve the right to stop work and leave the premises until such condition is corrected and remedied. In that event, we shall be entitled to a termination expense in the amount of 10% of the contractual amount for demobilization and remobilization once the cleanup has occurred.

### 10. Integration:

This contract comprises the entire agreement between the parties. This agreement may not be changed without prior written consent of the parties. There are no terms and conditions that are not expressed in this contract.

### 11. Ownership of Documents:

All documents produced by us under this agreement shall remain the property of us and may not be utilized by the client for any other endeavor without the prior written consent of us. The documents may be utilized by the client for the improvements intended for this project, but for no other purpose.

### 12. Suspension:

If the project is suspended by the owner for more than 30 consecutive days, we shall be compensated for services performed prior to notice of such suspension. When the project is resumed, our compensation shall be equitably adjusted to provide for services and expenses incurred in the interruption and resumption of our services.

### 13. Termination:

Termination for cause. This agreement may be terminated by the client for cause based on any of the following reasons: (i) We willfully fail or refuse to faithfully perform the services under the terms of the contract; (ii) the filing of a petition in bankruptcy by, against, or on behalf of us; (iii) we breach any material term or condition of this agreement.

This agreement may be terminated for cause by us if, after seven (7) days written notice by us, the client does not pay any amount due to us within sixty (60) days after the date established in this agreement and the client is not entitled to withhold payment under this agreement. In event of such termination, we shall not be liable for costs or damages incurred by client as a result of delay and reprocurement of service.

<u>Termination for Client's Convenience</u>. Client may terminate this Agreement for its convenience without cause, upon fifteen days prior written notice to us. In the event of termination for client's convenience, client will incur no liability to us, by reason of such termination except that we shall be compensated for all services performed prior to termination date, together with Reimbursable Expenses then due or incurred and for all Termination Expenses as defined below.

<u>Remedies</u>. Termination of this agreement pursuant to this article will not in any way (a) compromise or constitute a waiver of any right or remedy of either party at law or in equity, or (b) affect any provision of this agreement that will survive such termination.

<u>Termination Expenses</u>. In the event of termination for convenience by the Client and through no fault of ours, we shall be entitled to: (1) recover all reasonable costs and expenses incurred to date of termination plus all costs incurred to assemble and close project files and document; (2) unavoidable down time (usual hour charges) in the reassignment of project staff; (3) termination penalties/expenses related to third parties retained by us in regard to its obligations under this contract; and (4) a termination charge to cover the cost thereof in an amount not to exceed ten (10%) percent of all charges incurred up to the date of stoppage of the work, may be made at our discretion.

### 14. Applicable Law:

Unless otherwise specified, this agreement shall be governed by the laws of the State of Hawaii.

### EXHIBIT "B"

### SCHEDULE OF HOURLY RATES

Principal Engineer	\$160.00
Principal Planner	\$160.00
Engineering Manager	\$135.00
Planning Manager	\$135.00
Survey Manager	\$135.00
Survey Project Manager	\$125.00
Planning Project Manager	\$125.00
Project Engineer	\$125.00
Landscape Architect	\$125.00
Assistant Planner	\$110.00
Construction Manager	\$120.00
Senior Technician	\$105.00
Construction Inspector	\$105.00
Draftsman	\$90.00
Survey Crew	\$160.00
Administrative Support	\$75.00

### Reimbursables:

Reimbursable items such as printing, reproduction, delivery and mileage will be billed as a separate line item on a time and material basis, plus 10%

### Outside Services:

Any charges for outside services not directly furnished by Pioneer Design Group, Inc. will be billed at cost plus 10%.

# KN Surveying, LLC

1733 Liliha Street Honolulu, HI 96817 Phone (808) 524-7100

### FEE PROPOSAL

December 21, 2022

Mr. T.C. Campbell Pioneer Design Group P.O. Box 283304 Honolulu, HI 96828

Email: <u>TCCampbell@pd-grp.com</u>

Subject: Poamoho Phase 2 Topographic Survey Services and Mapping Tax Map Key: (1) 7-1-001: 011 (por.) Wahiawa, Oahu, Hawaii

Dear Mr. Campbell,

KN Surveying, LLC is pleased to offer our fee proposal for the subject project.

Scope of Work:

- Coordination and data collection.
- Horizontal and vertical controls.
- Boundary survey and study.
- Topographic survey.
- CAD mapping and topographic survey map.

Deliverables:

CAD file(s) of the topographic survey containing planimetric features, contours and digital terrain model (DTM).

•	Waterline Extension Survey (Ground Survey)	\$45,500.00
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**Options for Agricultural Site:** 

- Agricultural Site at Poamoho (Ground Survey Area Not Cleared) \$237,500.00
- Agricultural Site at Poamoho (Ground Survey Area Cleared) \$156,600.00
- Agricultural Site at Poamoho (Aerial Survey + Ground Truthing) \$57,700.00

Notes:

1. The Agricultural Site does not include the portion for the Waterline Extension.

- 2. Subsurface investigations (i.e., toning/GPR) for underground utilities is not included.
- 3. Client to provide record/as-built utility drawings as available.
- 4. KN Surveying LLC will locate the top, bottom & invert, and estimate the size and direction of lines of a utility structure, if visible and accessible.
- 5. Research and distribution of record utility drawings shall be a collaborative effort of the entire design team.
- 6. Client shall provide us with assistance to have unrestricted access to site which shall include access to adjoining properties if necessary.
- 7. The limits of the topographic survey shall be as shown on the attached exhibit.
- 8. Staking of boundary corners is not included. Existing boundary corners and monuments shall be located if visible and accessible to facilitate the placement of the record boundary information in relation to the located features.

We thank you for the opportunity and look forward to providing you the best service possible. Should there be any questions, please do not hesitate to contact us.

ACCEPTED BY:

Very truly yours,

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Karl Nishio Senior Project Manager

Signature

Print

Title and Date

Image © 2022 Maxar Technologies Image © 2022 CNES / Airbus

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Imagery Date: 6/10/2019 21º30'58.56" N 158º02'03.70" W elev 0 ft eye alt 12969 ft O

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Telephone: FAX: E-mail: Website: +1 (808) 622-3929 +1 (808) 621-5191 <u>helemano808@hawaii.rr.com</u> <u>www.ori-hawaii.com</u>

From humble beginnings, with only a \$6,000 loan from her husband, Susanna F. Cheung, built a vast enterprise that helps people with special needs in our community. ORI (Opportunities and Resources Inc.) is private-non-profit 501(c)(3) а organization whose mission is to provide services and supports to people with intellectual or developmental disabilities so they can learn to work in "real jobs," strive to become self-sufficient and live a quality of life. Mrs. Cheung launched ORI in 1980 and the agency was known for 30 years as Opportunities for the Retarded, Inc. In 2011, ORI's corporate name officially changed to Opportunities and Resources Inc.



ORI's founder, Susanna F. Cheung dreamt of a world where individuals with special needs could learn and grow, prepare for the future, seek out new opportunities and be nurtured

In 1984, ORI started doing business as Helemano Plantation Inc., which included a restaurant, retail shops and a farm. Helemano Plantation provided training and employment opportunities to people with intellectual or developmental disabilities and the community. After several years, Helemano Plantation became a separate business entity, located within ORI's 10-acre facility in Wahiawa, Hawaii, which supports charitable programs in the community especially its sister agency, ORI.

In the early years, ORI was fortunate to have received the assistance from the U.S. Army 65th Engineers Battalion at Schofield Barracks, Hawaii, who volunteered to clear the land for ORI's construction of its training facility and homes.

ORI's residential facility was also constructed and in 1984, the first three five-bedroom homes and a recreation room were completed. In 1988, six more homes and 2 recreation rooms were added. Also known as Helemano Plantation Village, ORI currently has 9 licensed homes and 3 recreation rooms.

#### ORI NonDiscrimination Notice to the Public

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