

CONSULTANT SERVICES AGREEMENT  
PROFESSIONAL SERVICES

**PROGRAMMATIC ENVIRONMENTAL ASSESSMENT FOR THE CDBG-DR  
VOLUNTARY HOUSING BUYOUT PROGRAM**

THIS AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into as of this 19<sup>th</sup> day of July, 2021, by and between the **COUNTY OF HAWAII**, a municipal corporation duly organized and existing under the laws of the State of Hawaii, whose business address is 25 Aupuni Street, Hilo, Hawaii 96720 (hereinafter referred to as "COUNTY") and **PBR HAWAII ASSOCIATES, INC.** (hereinafter referred to as "CONSULTANT"), a Hawaii **CORPORATION**, licensed to do business in Hawaii, whose business and mailing address is 1001 Bishop Street, Suite 650, Honolulu, HI 96813.

**WITNESSETH:**

WHEREAS, the **PLANNING DEPARTMENT** of the County of Hawaii (hereinafter referred to as "DEPARTMENT") is the lead agency to conduct planning initiatives on behalf of the COUNTY; and

WHEREAS, on May 3, 2018, a volcanic eruption began in the Leilani Estates subdivision, located in lower Puna District on the Island of Hawaii; and

WHEREAS, the eruption activities have resulted in the destruction of many homes and businesses in the area; and

WHEREAS, since the 2018 Kīlauea eruption event has concluded, the COUNTY has begun long-term disaster relief, relocation and recovery planning; and

WHEREAS, the DEPARTMENT is managing the long-term disaster relief, relocation and recovery planning for the COUNTY; and

WHEREAS, the DEPARTMENT is undertaking eligible activities funded in whole or in part by Community Development Block Grant - Disaster Recovery (CDBG-DR) funds appropriated pursuant to the FAA Reauthorization Act of 2018 - Divisions D and I (P.L. 115-254) and the Supplemental Appropriations (P.L. 116-20) the COUNTY and its sub-recipients and contractors must comply with the requirements of Federal Register Notices 85 FR 4681 (January 27, 2019) and 86 FR 569 (January 6, 2021); and

WHEREAS, the CONSULTANT possesses the essential experience, skills, and breadth of knowledge, which are required to serve as an effective consultant; and

WHEREAS, in accordance with Hawai'i Revised Statutes §103D-304, a selection committee represented by the DEPARTMENT duly evaluated the professional services list applicable and recommended the selection of CONSULTANT based on criteria including experience and professional qualifications, past performance on projects of similar scope, and capacity to accomplish the work in the required time; and

WHEREAS, the CONSULTANT is qualified, ready, willing and able to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the CONSULTANT hereby agrees to perform such services as hereinafter set forth, and the COUNTY, in consideration thereof, agrees to pay the CONSULTANT such amounts as are hereinafter specified, all upon the following terms and conditions:

1. ENGAGEMENT OF CONSULTANT. The COUNTY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services set forth in this AGREEMENT and as further outlined in EXHIBIT A, attached hereto and incorporated herein. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this AGREEMENT. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and none of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COUNTY.
2. BEST EFFORT. CONSULTANT agrees that it will, at all times, faithfully, industriously, and to the best of its ability, experience, and talents, perform all of the duties that may be required of it pursuant to the express and implicit terms hereof to the reasonable satisfaction of the COUNTY.
3. SCOPE OF SERVICES. The CONSULTANT shall do, perform and carry out in a satisfactory and proper manner, as determined by the DEPARTMENT's DIRECTOR (hereafter referred to as "DIRECTOR"), or as may be modified by written agreement by the parties as hereinafter set forth, the services described in EXHIBIT A, attached hereto and incorporated herein by reference. The CONSULTANT shall perform all of the services required under this AGREEMENT in accordance with the Hawaii County General Terms and Conditions dated July 1, 1994.
4. SERVICES OF THE COUNTY. The COUNTY shall place at the disposal of the CONSULTANT all pertinent information that it may have in its possession or to which it may have access relating to the services to be performed by the Consultant.

COUNTY shall assure that CONSULTANT shall have access to relevant executives, managers and personnel to assist CONSULTANT in its review and assimilation of all necessary information. The COUNTY shall cooperate fully with the CONSULTANT and shall coordinate all information needs and requests of the CONSULTANT, including but not limited to arranging for CONSULTANT's access to various County departments for information relevant to this Agreement. The DIRECTOR shall be or designate the main point of contact or project manager for management, communication and decision-making authority.

5. TERM OF THE AGREEMENT. The services of the CONSULTANT under this AGREEMENT shall commence upon the date above first-written and shall be for a period not to exceed the lesser of **one (1) year** or the completion of CONSULTANT's scope of work, unless otherwise extended by written agreement. Upon satisfactory completion of the scope of work, as determined by the DIRECTOR, the DIRECTOR shall notify the CONSULTANT in writing of completion of this AGREEMENT.

6. THE CONSULTANT'S FEE AND METHOD OF PAYMENT. The total amount to be paid to CONSULTANT under the AGREEMENT shall not exceed **Seventy-Nine Thousand, One Hundred Sixty-Two AND NO/100 DOLLARS (\$79,162.00)**, inclusive of taxes and expenses.

Invoicing and payments will be based on Consultant's time and expenses for approved program outcomes and deliverables, as outlined and scheduled in Exhibit A, not to exceed the amounts budgeted in Exhibit A without the parties' mutual written agreement, subject to approval by the DIRECTOR, with such approval not to be unreasonably withheld. Invoices may be submitted at a maximum of once a month and shall include an itemized account of expenses and of billable hours for the CONSULTANT specific to tasks and work products, subject to verification by the DIRECTOR. Subconsultant expenses can be a line item cost listed in the CONSULTANT'S invoice based on work provided up to the point of invoicing with a copy of the subconsultant's invoice attached. The COUNTY shall process invoices from the CONSULTANT within thirty (30) days of receipt of the invoices.

7. SUBMISSION OF COST OR PRICING DATA. The CONSULTANT shall provide cost or pricing data as required by the provisions of sub-chapter 15, chapter 3-122, and chapter 3-125 Hawai'i Administrative Rules, as amended.

8. OWNERSHIP OF DOCUMENTS. All reports, studies, investigations, exhibits, documents, collateral material, and related overall design and concepts appurtenant to this AGREEMENT shall become the exclusive property of the COUNTY for its use thereafter. The COUNTY reserves the right to re-use and apply the designs, concepts and details appurtenant to this AGREEMENT on other projects as it sees

fit. The CONSULTANT shall not bear any responsibility for all such applications of said information/documents where not directly related to, and applied in conjunction with, the scope of this AGREEMENT. Upon completion, the CONSULTANT agrees to relinquish and furnish to the COUNTY all original plans, drawing, documents and reports which hereinafter shall become the property of the COUNTY.

9. EMPLOYMENT STATUS. In the performance of the services required under this AGREEMENT, the CONSULTANT shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this AGREEMENT; however, the COUNTY shall have a general right to inspect work in progress, with proper and reasonable notice, to determine whether, in the opinion of the COUNTY, the work is being performed by the CONSULTANT in accordance with the provisions of this AGREEMENT. It is agreed and understood that the CONSULTANT shall not be entitled to the benefits and privileges of an employee of the COUNTY under the COUNTY's Civil Service System, and it is further agreed and understood that the CONSULTANT shall be excluded from participating in any fringe benefits resulting from work performed under this AGREEMENT.

All persons hired or used by the CONSULTANT shall be the CONSULTANT'S agents and employees and the CONSULTANT shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by its agents and employees.

Furthermore, the CONSULTANT intentionally, voluntarily, and knowingly assumes the sole and entire liability, if any such liability is determined to exist, to its agents and employees, or to third persons, for all losses, costs, damages, or injury caused by the CONSULTANT and employees in the course of their employment.

The performance of work under this AGREEMENT alone shall not be construed as employment with the COUNTY and shall not entitle the CONSULTANT or the CONSULTANT'S agents and employees to vacation, sick leave, retirement, or other benefits directly afforded COUNTY employees. The CONSULTANT shall be responsible for payment of income, social security, and any other federal, state, or local taxes that it may be required to pay.

10. PURCHASE OF ALCOHOL PROHIBITED: Any funds contributed by the COUNTY under this AGREEMENT shall not be used for the purchase of alcohol for consumption. No exceptions shall apply.
11. MODIFICATION OF AGREEMENT. No waiver or modification of this AGREEMENT, or any terms, covenants, conditions, or limitations herein contained, shall be valid unless in writing and duly executed by both parties and incorporated by written

amendment to this AGREEMENT, except as provided in subsection a. below. Any changes to the scope of services to be provided by the CONSULTANT under this AGREEMENT, including any increase or decrease in the amount of the CONSULTANT's compensation, shall be incorporated by written amendment to this AGREEMENT. Modifications to the payment schedule involving no reduction or increase in the total fee due to the CONSULTANT under section 6 of this AGREEMENT may be made by written order of the DIRECTOR pursuant to subsection a. All modifications requested by the CONSULTANT shall be in writing.

- a. Unilateral Change Orders. By written order, at any time, and without notice to any surety, the DIRECTOR may, unilaterally, order of the CONSULTANT: a) changes in the work within the scope of this AGREEMENT; and b) Changes in the time of performance of this AGREEMENT that do not alter the scope of work called for by this AGREEMENT.
- b. Modifications by Mutual Agreement. By written order, at any time, and without notice to any surety, subject to mutual agreement of the parties to this AGREEMENT and all appropriate adjustments, may make modifications within the general scope of this AGREEMENT to include any one or more of the following:
  - i. Drawings, designs, or specifications, for the goods to be furnished;
  - ii. Method of shipment or packing;
  - iii. Place of delivery;
  - iv. Description of services to be performed;
  - v. Time of performance (i.e., hours of the day, days of the week, etc.);
  - vi. Place of performance of the services; or
  - vii. Other provisions of the AGREEMENT as mutually agreed to.
- c. Adjustments of Price for Time for Performance. If any contract modification or unilateral change ordered by the DIRECTOR increases or decreases the CONSULTANT's cost of, or the time required for, performance of any part of the work under this AGREEMENT, an adjustment shall be made and this AGREEMENT modified in writing accordingly. Any adjustment in price made pursuant to this clause shall be determined, where applicable, in accordance with the "price adjustment" clause of this AGREEMENT set forth in section 12 below, or as negotiated.

For changes unilaterally ordered by the DIRECTOR, pursuant to subsection a. above, failure of the parties to agree to an adjustment shall not excuse the CONSULTANT from proceeding with the AGREEMENT as changed, provided that the DIRECTOR promptly and duly makes the provisional adjustments in payment or time for the direct costs of the work as the COUNTY deems reasonable. The right of the CONSULTANT to dispute the AGREEMENT price or time required for performance or both shall not be waived by its performing

the work, provided however, that it follows the written notice requirements for disputes and claims established by this AGREEMENT.

- d. Time period for claim. Within ten (10) days of a unilateral change order, unless period is extended by the DIRECTOR in writing, the CONSULTANT shall respond with a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.
- e. Claim barred after final payment. No claim by the CONSULTANT for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this AGREEMENT.
- f. Claims not barred. In the absence of a modification, nothing in this clause shall be deemed to restrict the CONSULTANT's right to pursue a claim under this AGREEMENT for a breach of contract.

12. PRICE ADJUSTMENT. Any adjustment in AGREEMENT price pursuant to a clause in this AGREEMENT shall be made in one or more of the following ways:

- a. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b. By unit prices specified in the AGREEMENT or subsequently agreed upon;
- c. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the AGREEMENT or subsequently agreed upon;
- d. In such other manner as the parties may mutually agree;
- e. In the absence of agreement between the parties, by a unilateral determination by the DIRECTOR of the costs attributable to the event or situation covered, plus appropriate profit or fee, all as computed by DIRECTOR in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, Hawai'i Administrative Rules, as amended.

13. CLAIMS BASED ON DIRECTOR'S ACTIONS OR OMISSIONS. If any action or omission on the part of the DIRECTOR or designee, requiring performance changes within the scope of the AGREEMENT constitutes the basis for a claim by the CONSULTANT for additional compensation, damages, or an extension of time for completion, the CONSULTANT shall continue with performance of the AGREEMENT in compliance with the directions or orders of such officials, but by so doing, the CONSULTANT shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- a. The CONSULTANT shall have given written notice to the DIRECTOR or designee:
  - i. Prior to the commencement of the work involved, if at that time the CONSULTANT knows of the occurrence of the action or omission;
  - ii. Within thirty (30) days after the CONSULTANT knows of the occurrence of the action or omission, if the CONSULTANT did not have knowledge prior to the commencement of the work; or
  - iii. Within further time as may be allowed by the DIRECTOR in writing;
- b. This notice shall state that the CONSULTANT regards the act or omission as a reason which may entitle the CONSULTANT to additional compensation, damages, or an extension of time. The DIRECTOR or designee of the officer, upon receipt of the notice may rescind the action, remedy the omission, or take other steps as may be deemed advisable in the discretion of the DIRECTOR or designee of the officer;
- c. The notice required by subparagraph a. describes as clearly as practicable, at the time, the reasons why the CONSULTANT believes that additional compensation, damages, or an extension of time may be remedies to which the CONSULTANT is entitled; and
- d. The CONSULTANT maintains and, upon request, makes available to the DIRECTOR within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with the changes.

Nothing herein contained, however, shall excuse the CONSULTANT from compliance with any rules of law precluding any COUNTY officers and any CONSULTANTS from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the AGREEMENT.

Any adjustment in the AGREEMENT price made pursuant to this clause shall be determined in accordance with the price adjustment clause listed in Section 12 of this AGREEMENT.

**14. SUSPENSION OR CANCELLATION.** If the COUNTY at any time prior to the completion of the services described in this AGREEMENT decides for any reason that work under this AGREEMENT shall be temporarily stopped, or for sufficient reason completely cancelled, it may, upon giving notice to the CONSULTANT, immediately cause the work to be temporarily stopped or this AGREEMENT to be cancelled.

- a. **SUSPENSION.**

- i. Order to stop work. The DIRECTOR, may, by written order to the CONSULTANT, at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding sixty (60) days after the order is delivered to the CONSULTANT, unless the parties agree to any further period. Any order shall be identified specifically as a stop work order issued pursuant to this section. Upon receipt of an order, the CONSULTANT shall comply with its terms and take reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DIRECTOR shall either:
  1. Cancel the stop work order; or
  2. Terminate the work covered by the order as provided in the "termination for default" clause or the "termination for convenience" clause of this Contract.
- ii. Cancellation or Expiration of the Order. If a stop work order issued under this section is canceled at any time during the period specified in the order, or if the period of the order or any extension expires, the CONSULTANT shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or AGREEMENT price, or both, and the AGREEMENT shall be modified in writing accordingly, if:
  1. The stop work order results in an increase in the time required for, or in the CONSULTANT's cost properly allocable to, the performance of any part of this AGREEMENT; and
  2. The CONSULTANT asserts a claim for an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the DIRECTOR decides that the facts justify the action, any claim asserted may be received and acted upon at any time prior to final payment under this AGREEMENT.
- iii. Termination of Stopped Work. If a stop work order is not canceled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.
- iv. Adjustment of Price. Any adjustment in price made pursuant to this section shall be made in accordance with the "price adjustment" clause of this AGREEMENT.



b. CANCELLATION. It is understood and agreed that any services to be provided in accordance with the terms of this AGREEMENT may be terminated immediately, in whole or in part, upon a finding by the COUNTY that the services must be provided by public employees pursuant to Civil Service or other law. It is further understood, that should such a finding be made, the COUNTY will not be liable under this contract for any resulting damages, and such a termination will not be considered a breach of this AGREEMENT. It is also agreed and understood that the COUNTY or CONSULTANT may terminate this AGREEMENT upon written mutual agreement after ten (10) days written notice of intent to terminate. In the event of any violation by the CONSULTANT of any of the terms of this AGREEMENT, the COUNTY may elect any remedy available to it in law or in equity without limitation, including but not limited to, termination of this AGREEMENT without prior notice in which event the COUNTY shall be liable to pay only for such satisfactory services performed as of the day of the breach of this AGREEMENT. All materials, data, documents or information gathered, compiled, produced or obtained pursuant to this AGREEMENT shall be the property of the COUNTY, and the CONSULTANT shall immediately, upon termination of this AGREEMENT, deliver said materials to the COUNTY.

15. TERMINATION FOR DEFAULT. If the CONSULTANT refuses or fails to perform any of the provisions of this AGREEMENT with such diligence as will ensure its completion within the time specified in this AGREEMENT, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this AGREEMENT, the DIRECTOR may notify the CONSULTANT in writing of the delay or non-performance, and if not cured in ten (10) days or any longer time specified in writing by the DIRECTOR, the DIRECTOR may terminate the CONSULTANT'S right to proceed with this AGREEMENT or a part of this AGREEMENT as to which there has been delay or other breach of AGREEMENT. In the event of termination in whole or in part, the DIRECTOR may procure similar goods or services in a manner and upon terms deemed appropriate by the DIRECTOR. The CONSULTANT shall continue performance of the AGREEMENT to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

a. CONSULTANT'S Duties. Notwithstanding termination of this AGREEMENT, and subject to any directions from the DIRECTOR, the CONSULTANT shall take timely and necessary action to protect and preserve property in the possession of the CONSULTANT in which the COUNTY has an interest.

- b. Compensation. Payment for completed goods delivered and accepted by the COUNTY shall be at the AGREEMENT price. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONSULTANT and DIRECTOR; if the parties fail to agree, the DIRECTOR shall set an amount subject to the CONSULTANT's rights under chapter §3-126, Hawai'i Administrative Rules, as amended. The COUNTY may withhold from amounts due the CONSULTANT as the DIRECTOR deems to be necessary to protect the COUNTY against loss because of outstanding liens or claims of former lien holders and to reimburse the COUNTY for the excess costs incurred in procuring similar goods and services.
- c. Excuse. If any delay in the performance under this AGREEMENT occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of the CONSULTANT, including but not limited to, acts of God, acts of the public enemy, acts of the COUNTY with respect to this AGREEMENT, acts of another contractor in the performance of a contract with the COUNTY, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONSULTANT and such subcontractors or suppliers, then the CONSULTANT may be granted an extension of the time for performance corresponding to the delay. No extension of time, however, shall be granted unless a written application therefore stating in detail the cause or causes of delay is filed by the CONSULTANT with the DIRECTOR within ten (10) calendar days after the commencement of the delay. No extension of time shall be deemed a waiver of the right of the COUNTY to require the completion of the services under this AGREEMENT within the time required herein as so extended by the specific terms of such extension, nor a waiver of right to terminate this AGREEMENT for any other or additional delay not covered by the specific terms of such extension.
- d. Additional Rights and Remedies. The rights and remedies provided in this AGREEMENT are in addition to any other rights and remedies provided by law.

16. TERMINATION FOR CONVENIENCE. The DIRECTOR may, when the interests of the COUNTY so require, terminate this AGREEMENT in whole or in part, for its convenience. The DIRECTOR shall give written notice of the termination to the CONSULTANT, specifying the part of the AGREEMENT terminated and when termination becomes effective.

- a. Consultant's Obligations. The CONSULTANT shall incur no further obligations in connection with the terminated work, and on the dates set in the

notice of termination the CONSULTANT shall stop work to the extent specified. The CONSULTANT shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONSULTANT shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to THE COUNTY's approval. The DIRECTOR may direct the CONSULTANT to assign the CONSULTANT's right, title, and interest under terminated orders or subcontracts to THE COUNTY. The CONSULTANT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- b. Compensation. Should the COUNTY terminate this AGREEMENT for convenience, the CONSULTANT shall submit a claim specifying the amounts due because of the termination, together with cost or pricing data to the extent required by sub-chapter 15, chapter 3-122, Hawai'i Administrative Rules, as amended, bearing on the claim. If the CONSULTANT fails to file a termination claim within one year from effective date of termination, the DIRECTOR may pay the CONSULTANT, if at all, an amount set in accordance with subparagraph b.ii.
- i. The DIRECTOR and the CONSULTANT may agree to settlement provided the CONSULTANT has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, Hawai'i Administrative Rules, as amended, and that the settlement does not exceed the total AGREEMENT price plus settlement costs reduced by payments previously made by the COUNTY, and the AGREEMENT price of the work not terminated.
  - ii. Absent complete agreement per the above, the DIRECTOR shall pay the CONSULTANT the following amounts, provided payments agreed to under subparagraph i. shall not duplicate payments under this subparagraph for the following:
    1. Prices for goods or services accepted under the AGREEMENT;
    2. Costs incurred in preparing to perform and performing the terminated portion of the work plus a five per cent markup on actual direct costs on the portion of the work, the markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that the CONSULTANT would have sustained a loss if the entire AGREEMENT would have been completed, no markup shall be allowed, or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

3. Subject to the prior approval of the DIRECTOR, the costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to the "CONSULTANT's obligations" clause of this section. Subcontractors shall be entitled to a markup of no more than ten per cent on direct costs incurred to the date of termination. These costs must not include costs paid in accordance with clause 2 of subparagraph b;
  4. The total sum to be paid the CONSULTANT under this subparagraph shall not exceed the total AGREEMENT price reduced by the amount of payments otherwise made, and the AGREEMENT price of work not terminated.
- iii. Costs claimed, agreed to, or established under subparagraph b shall be in accordance with chapter 3-123, Hawai'i Administrative Rules, as amended.

17. PROMPT PAYMENT BY CONSULTANT TO SUBCONTRACTORS. Any money, other than retainage, shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and, upon final payment to the CONSULTANT, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

18. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE. The COUNTY will withhold ten percent (10%) of the total fee payable under section 6 of this AGREEMENT to the CONSULTANT, which may be used to satisfy the obligations of the CONSULTANT to the COUNTY under this AGREEMENT. Final payment of the above withholding shall become due upon DIRECTOR's authorization at completion of the project.

19. INDEMNIFICATION. The CONSULTANT shall perform this AGREEMENT as an independent contractor and shall indemnify and save the COUNTY, and its officers, agents, and employees harmless from any and all deaths, injuries, losses, and damages to persons or property, and any and all claims, demands, suits, action and liability arising out of or resulting from negligent, reckless, intentional, or wrongful acts, errors or omissions of the CONSULTANT or the CONSULTANT'S officers, agents, employees, or subcontractors occurring during or in connection with the performance of the CONSULTANT'S services under this AGREEMENT, or arising out of or resulting from breach of this AGREEMENT by the CONSULTANT. It is strictly understood that the COUNTY and its officers, agents and employees shall in no way

be held liable for any damages, causes of action, or suits resulting from the acts or activities of the CONSULTANT. The provisions of this AGREEMENT shall remain in full force and effect notwithstanding the expiration or early termination of this AGREEMENT.

20. **LIABILITY INSURANCE:** The CONSULTANT shall secure adequate public liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) covering death, personal injury, and damage to property, which policy shall remain in full force and effect for the term of this AGREEMENT and which further names the County of Hawai'i and its officers and employees as an additional insured. Further, CONSULTANT must provide proof of workers compensation coverage compliant with the laws of the State of Hawai'i and motor vehicle policy with minimum limits of \$100,000 (bodily injury per person) / \$300,000 (bodily injury per occurrence) / \$50,000 (property damage per occurrence) coverage (assuming CONSULTANT will be using vehicles(s) in performance of the scope of work). The limits required under the AGREEMENT may not be adequate and any limit requirement contained in the AGREEMENT shall not act as a limitation of contractor's indemnification and/or liability the CONSULTANT shall file with the DEPARTMENT copies of a certificate of insurance showing it has in full force and effect the required insurance.

a. **MODIFICATIONS OR CANCELLATIONS OF INSURANCE POLICY:** The CONSULTANT is required to notify the COUNTY at least sixty (60) days prior to the CONSULTANT seeking to modify or cancel any of the insurance policies required by this AGREEMENT. The CONSULTANT is also required to notify the COUNTY immediately of any modification or cancellation of any required insurance policy that is initiated by the insurance carrier.

21. **DISPUTES.** Any dispute arising under or out of this AGREEMENT is subject to chapter 3-126, Hawai'i Administrative Rules, as amended.

- a. All controversies between the COUNTY and the CONSULTANT which arise under, or are by virtue of, this AGREEMENT and which are not resolved by mutual agreement shall be decided by the DIRECTOR in writing, within ninety (90) calendar days after a written request by the CONSULTANT for a final decision concerning the controversy; provided that if the DIRECTOR does not issue a written decision within ninety (90) calendar days after written request for a final decision, or within such longer period as may be agreed upon by the Parties, then the CONSULTANT may proceed as if an adverse decision had been received.
- b. The DIRECTOR shall immediately furnish a copy of the decision to the CONSULTANT, be certified mail, return receipt requested, or by any other method that provides evidence of receipt.

- c. Any such decision shall be final and conclusive, unless fraudulent, or unless the CONSULTANT brings an action seeking judicial review of the decision in the Circuit Court of the Third Circuit, State of Hawai'i, County of Hawai'i, within the six months from the date of receipt of the decision.
- d. The CONSULTANT shall comply with any decision of the DIRECTOR and proceed diligently with performance of this AGREEMENT pending final resolution by the Circuit Court of the Third Circuit, State of Hawai'i, County of Hawai'i, of any controversy arising under, or by virtue of, this AGREEMENT, except where there has been a material breach of contract by THE COUNTY; provided that in any event the CONSULTANT shall proceed diligently with the performance of this AGREEMENT where the DIRECTOR has made a written determination that work under this AGREEMENT is essential to the public health and safety.

22. COMPLIANCE WITH LAWS. All aspects of the services provided under this AGREEMENT and the conduct of the CONSULTANT shall conform to, and be in the best interest of, all applicable codes, rules and regulations of all regulatory agencies having jurisdiction over all aspects of the scope of the AGREEMENT and the services provided in conjunction therewith, including but not limited to, the applicable requirements of :

- a. All sections of the Hawai'i County Charter and Hawai'i County Code;
- b. Chapter 103, Hawai'i Revised Statutes, as amended, relating to expenditure of public money;
- c. Chapter 237, Hawai'i Revised Statutes, as amended, relating to tax clearance;
- d. Chapter 373, Hawai'i Revised Statutes, as amended, relating to commercial employment agencies;
- e. Chapter 378, Hawai'i Revised Statutes, as amended, relating to fair employment practices;
- f. Chapter 382, Hawai'i Revised Statutes, as amended, relating to labor disputes;
- g. Chapter 383, Hawai'i Revised Statutes, as amended, relating to unemployment insurance;
- h. Chapter 386, Hawai'i Revised Statutes, as amended, relating to workers' compensation law
- i. Chapter 392, Hawai'i Revised Statutes, as amended, relating to fair employment practices, relating to temporary disability insurance;
- j. Chapter 393, Hawai'i Revised Statutes, as amended, relating to prepaid healthcare;

- k. Chapter 396, Hawai'i Revised Statutes, as amended, relating to occupational safety and health; and
- l. Chapter 489, Hawai'i Revised Statutes, as amended, relating to discrimination in public accommodations;
- m. Americans with Disabilities Act, as applicable;
- n. Nondiscrimination Clause: Pursuant to Executive Order No. 142, County of Hawai'i, dated February 11, 2005, and amended on April 13, 2007, during the performance of this contract, CONSULTANT agrees as follows:
  - i. CONSULTANT shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in federally assisted programs.
  - ii. CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, pregnancy, race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. CONSULTANT shall assure that applicants are employed and that employees are treated during employment without regard to sex, pregnancy, race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONSULTANT agrees to post in conspicuous places notes to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
  - iii. CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to sex, pregnancy, race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
  - iv. In the event of CONSULTANT's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and CONSULTANT may be declared ineligible for further County contracts until such time that

CONSULTANT by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.

- v. If CONSULTANT subcontracts any portion of the contract it shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to Section iv. above.
- vi. The County may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of sex, pregnancy, race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and Organization shall comply with all such present state and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between this AGREEMENT and any such law, ordinance, code, rule or regulation, the Contractor shall forthwith report the same in writing to the DIRECTOR.

The CONSULTANT shall comply with all such present state and federal laws, ordinances, codes, rules and regulations, and all amendments thereto. If any discrepancy or inconsistency is discovered between this AGREEMENT and any such law, ordinance, code, rule or regulation, the CONSULTANT shall forthwith report the same in writing to the DIRECTOR.

23. TAX CLEARANCE. The CONSULTANT, including out-of-state consultants, shall obtain State and Federal Tax Clearances through Hawai'i Compliance Express (HCE) in accordance with ACT 190, HRS section 103D-310(c) prior to the execution of this AGREEMENT. CONSULTANT shall furnish to the DEPARTMENT a HCE Certificate of Vendor Compliance certificate which certifies that all delinquent taxes levied or accrued under State and Federal statutes against said person, firm or corporation have been paid, as well as any other evidence requested by the contracting officer to demonstrate that the CONSULTANT is not in default of any obligations due to the state or Federal government or any of its political subdivisions. The tax clearance must be valid on the date the contract is signed by the



CONSULTANT. It is the CONSULTANT's responsibility to remain compliant at all times in order for the HCE certificate to be valid. Final payment will not be made on any contract out of compliance. In the event the CONSULTANT is unable to register with HCE within ten (10) calendar days of being requested to do so, the COUNTY may proceed to re-open negotiations with other acceptable submittals.

24. PROOF OF COMPLIANCE. The HCE Proof of Compliance Certificate shall also verify the following have been obtained by the CONSULTANT, if applicable, prior to execution of the AGREEMENT pursuant to HRS section 103D-310(c):

- a. A Certificate of Compliance with Section 3-122-112, Hawai'i Administrative Rules, from the Department of Labor and Industrial Relations (Form LIR#27).
- b. A Certificate of Good Standing from the Department of Commerce and Consumer Affairs, Business Registration Division must be valid on the date the AGREEMENT is signed by the CONSULTANT.
- c. Resolution of corporate or partnership authority.

25. AUDITS, INSPECTIONS AND MONITORING. At any time during normal business hours, the CONSULTANT shall make all of its records relating to matters covered by this Agreement available to the COUNTY, in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this AGREEMENT. The CONSULTANT shall maintain all such records for a period of seven (7) years after the final payment under this AGREEMENT is made and all other matters are closed.

26. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the parties with regards to the subject matter of this AGREEMENT; and there are no agreements, understandings, covenants, warranties or representations between the parties except as set forth in this AGREEMENT. This AGREEMENT cannot be amended except in writing and executed by the parties.

27. SEVERABILITY. If any provision of this AGREEMENT is held invalid, the other provisions of this AGREEMENT shall not be affected thereby. If the application of this AGREEMENT or any of its provisions as to any person or circumstance is held invalid, the application of this AGREEMENT and its provisions as to other persons or circumstances shall not be affected thereby.

28. ASSIGNMENT PROHIBITED. This AGREEMENT is not transferable, nor assignable without the written consent of the DIRECTOR, provided that the CONSULTANT may assign monies receivable under this AGREEMENT after due notice is given to the COUNTY.

a. Recognition of Successor in Interest; assignment. When in the best interest of the COUNTY, a successor in interest may be recognized in an assignment agreement in which the transferor, transferee, and the COUNTY shall agree that:

- i. The transferee assumes all of the transferor's obligations;
- ii. The transferor remains liable for all obligations under the contract but waives all rights under this AGREEMENT as against the COUNTY; and
- iii. The transferor shall continue to furnish, and the transferee shall also furnish, all required bonds.

29. CHANGE OF NAME. When a CONSULTANT requests to change the name in which it holds a contract with the COUNTY, the DIRECTOR shall, upon receipt of a document indicating such change of name (for example, an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting CONSULTANT to effect such change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of this AGREEMENT are thereby changed.

30. BINDING EFFECT. This AGREEMENT shall inure to the benefit of and bind the respective successors and permitted assigns of the parties.

31. NOTICES. All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be given by personal delivery or be certified or registered mail, postage prepaid, to the parties at the addresses contained in this AGREEMENT. If any such notice, request, demand or communication is given by certified or registered mail, it shall be deemed to be received three days after mailing.

32. HEADINGS. The paragraph headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of this AGREEMENT.

33. FORUM SELECTION CLAUSE. No action or proceeding involving this AGREEMENT shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.

34. CONSTRUCTION OF AGREEMENT. The masculine shall be deemed to embrace and include the feminine and the singular shall be deemed to embrace and include the plural whenever required in the context of this AGREEMENT.


35. NON DEBARMENT REQUIREMENTS. The CONSULTANT certifies, and, if the County, State of Hawai'i or the United States Federal government requires, shall further certify that they were not debarred by the State of Hawai'i or the United States Federal government at the time of submitting a proposal, and hereby certifies and will further certify that the CONSULTANT shall immediately notify the COUNTY should their debarment status change anytime during the AGREEMENT period.

36. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. CONSULTANT agrees to comply with HRS Section 11-355, which states that campaign contributions are prohibited from a State and County government CONSULTANT during the term of the contract if the CONSULTANT is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

**PBR HAWAII ASSOCIATES, INC.**


By:   
Vincent Shigekuni, Senior Vice President

Date: \_\_\_\_\_

**COUNTY OF HAWAI'I**

By:   
~~Mr~~ Mitchell D. Roth, Mayor

**RECOMMENDED APPROVAL:**

By:   
Planning Director, County of Hawai'i

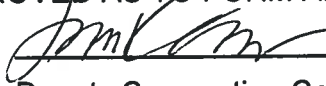
Date: 7/2/21  
*rk*

**APPROVED AS TO AVAILABILITY OF FUNDS IN THE AMOUNT AND FOR THE PURPOSE SET FORTH HEREIN:**

By: \_\_\_\_\_  
Finance Director, County of Hawai'i

Date: \_\_\_\_\_


**APPROVED AS TO FORM AND LEGALITY:**

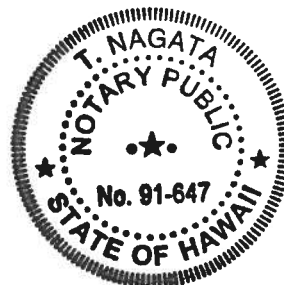
By:   
Deputy Corporation Counsel, County of Hawai'i

Date: 16 July 21

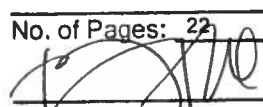
STATE OF HAWAII )  
  ) SS.  
CITY & COUNTY OF HONOLULU)

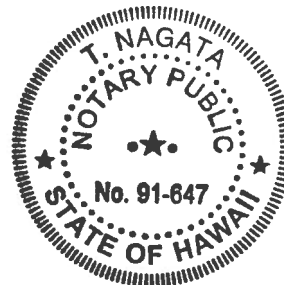
On this 28 day of June 2021, before me personally appeared Vincent Shigekuni, Senior Vice President of PBR HAWAII ASSOCIATES, INC., to me known to be the person described in and who executed the foregoing instrument, and has provided documented evidence that he is authorized and executed the same as the corporation's free act and deed.

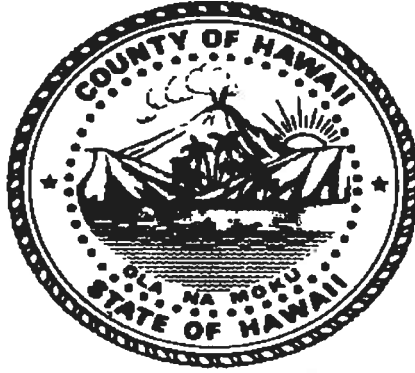
  
\_\_\_\_\_  
Notary Public T. Nagata



My commission expires: 9/5/2023

NOTARY PUBLIC CERTIFICATION  
T. Nagata                      First Judicial Circuit  
Doc. Description: \_\_\_\_\_  
  Consultant Services Agreement Professional Services  
\_\_\_\_\_  
No. of Pages: 22      Date of Doc. undated  
\_\_\_\_\_  
                                      6/28/2021  
Notary Signature                                      Date  
My commission expires on 9/5/2023





**COUNTY OF HAWAII**  
**CERTIFICATION OF AVAILABILITY OF FUNDS**

I hereby certify that on the date of filing of this contract with the Director of Finance, there remains an unexpended amount of

**\$ 79,162.00 in 010.931.5936.30.115**

sufficient to cover the obligation of the County of Hawaii under this contract in fiscal year 2021-2022.

**Contract Title: 2018 Kilauea Eruption CDBG-DR Vol. Buyout Program  
Programmatic EA**

**Vendor: PBR Hawaii**

**Contract No: C.009284**

A handwritten signature in black ink, appearing to read "D. P. Poku", is written over a horizontal line.

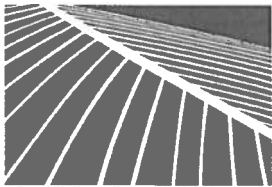
Director of Finance

Date: July 12, 2021

EXHIBIT A: SCOPE OF WORK

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[SCOPE OF WORK ATTACHED HEREAFTER]



**PBR HAWAII  
& ASSOCIATES, INC.**

THOMAS S. WITTEN, FASLA  
*Chairman / Principal*

R. STAN DUNCAN, ASLA  
*President / Principal*

RUSSELL Y. J. CHUNG, FASLA, LEED® AP BD+C  
*Executive Vice-President / Principal*

VINCENT SHIGEKUNI  
*Senior Vice-President / Principal*

GRANT T. MURAKAMI, AICP, LEED® AP BD+C  
*Vice-President / Principal*

TOM SCHNELL, AICP  
*Principal*

KIMI MIKAMI YUEN, LEED® AP BD+C  
*Principal*

CATIE CULISON, AICP  
*Principal*

W. FRANK BRANDT, FASLA  
*Chairman Emeritus*

RAYMOND T. HIGA, ASLA  
*Associate Principal*

MARC SHIMATSU, ASLA  
*Associate Principal*

DACHENG DONG, LEED® AP  
*Associate Principal*

ANN MIKIKO BOUSLOG, PhD  
*Project Director*

RAMSAY R. M. TAUM  
*Cultural Sustainability Planner*

MICAH McMILLLEN, ASLA, LEED® AP  
*Senior Associate*

NATHALIE RAZO  
*Senior Associate*

GRACE ZHENG, ASLA, LEED® GA, SITES® AP  
*Senior Associate*

BRIAN WOLF, ASLA, LEED® AP  
*Senior Associate*

BLAINE ONISHI, ASLA  
*Associate*

ETSUYO KILA  
*Associate*

GREG NAKAI  
*Associate*

SELENA PANG  
*Associate*

1001 Bishop Street, Suite 650  
Honolulu, Hawaii 96813-3484  
Tel: (808) 521-5631  
Fax: (808) 523-1402  
E-mail: sysadmin@pbrhawaii.com

March 24, 2021

Mr. Douglas Nam Le, AICP  
Disaster Recovery Officer  
County of Hawai'i  
101 Pauahi Street, Suite 3  
Hilo, HI 96720

**SUBJECT: PROPOSAL FOR A PROGRAMMATIC ENVIRONMENTAL  
ASSESSMENT FOR THE COUNTY OF HAWAI'I CDBG-DR  
VOLUNTARY HOUSING BUYOUT PROGRAM, HAWAI'I**

Aloha Mr. Le:

PBR HAWAII is pleased to submit this proposal to conduct an Environmental Assessment (EA) for properties impacted by the 2018 eruption of the Kilauea volcano and for which U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds will be used to implement a Voluntary Housing Buyout Program (VHBP).

We understand the County proposes a tiered approach to the Environmental Assessment. A Programmatic Tier 1 Review will be done to analyze all the potential properties to be acquired and is intended to address early and final floodplain notifications. A Tier 2 Review will be subsequently conducted for each property being acquired, to address the differing site conditions and actions to be taken, such as:

- 1) Acquisition of lava inundated property where no demolition is required, or
- 2) Acquisition of lava inundated, isolated, or damaged property where demolition is required and revegetation to be conducted if applicable.

The Tier 2 Review will be used to clear any remaining or appropriate laws and authorities, including historic preservation, environmental justice, and removal/remediation of hazardous materials or contaminated sites. While the actual Tier 2 Reviews may be performed by the County and its staff, the County is seeking assistance in establishing a Tier 2 approach.

To prepare and process the necessary Programmatic Tier 1 EA, the following scope of services, fees, and schedule are presented. For the purposes of this Agreement, "Client" shall mean County of Hawaii, and "Consultant" shall mean PBR HAWAII & Associates, Inc.

*printed on recycled paper*



Mr. Douglas Nam Le, AICP

SUBJECT: PROPOSAL FOR A PROGRAMMATIC ENVIRONMENTAL ASSESSMENT FOR THE COUNTY OF HAWAI'I CDBG-DR VOLUNTARY HOUSING BUYOUT PROGRAM, HAWAI'I

March 24, 2021

Page 2

The information in this proposal is the intellectual property of PBR HAWAII. It is intended solely for use by the addressee to assess the services being offered. Reproduction of any portion of this document for any other purpose, including, but not limited to providing a scope of work for a request for proposals, is strictly prohibited.

## **SCOPE OF SERVICES**

### **Task 1: Programmatic Tier 1 EA**

Conduct a Programmatic Tier 1 EA, and establish a Tier 2 Environmental Review approach, for the area impacted by the 2018 eruption event. The County anticipates that the EA will determine a "finding of no significant impact" (FONSI). Consultant will prepare all notices for publication as part of the Tier 1, prepare a Combined Notice (FONSI and NOI) to prepare a request for release of funds (RROF). Task 1 will include the following:

1. The Consultant will document compliance with all 24 CFR 58.5 and 58.6 laws and authorities and EA factors that can be addressed on a county-wide level as part of the Tier 1 review in HEROS, HUD's online portal for Environmental Review Records. including:
  - a. Historic Properties and particularly the National Historic Preservation Act of 1966;
  - b. Floodplain management and wetland protection (see item 2 below);
  - c. Coastal Zone Management;
  - d. Sole Source Aquifers;
  - e. Endangered Species;
  - f. Wild and Scenic Rivers;
  - g. Air Quality;
  - h. Farmlands Protection;
  - i. HUD environmental standards;
  - j. Environmental Justice, to a limited extent, as agreed upon between Client and HUD;
  - k. Flood Disaster Protection Act;
  - l. Flood Insurance Reform Act and disaster assistance;
  - m. Coastal Barrier Resources Act; and
  - n. Runway Clear Zones.
2. Complete both the Early and Final floodplain requirements as part of the Tier 1, utilizing HUD's 8-step analysis, including.
  - a. Early notice in the Hawai'i Tribune-Herald;
  - b. Identification and evaluation of alternatives;
  - c. Discussion of impacts of the proposed project;
  - d. Discussion of actions to minimize, restore, and preserve floodplains;

Mr. Douglas Nam Le, AICP

SUBJECT: PROPOSAL FOR A PROGRAMMATIC ENVIRONMENTAL ASSESSMENT FOR THE COUNTY OF HAWAI'I CDBG-DR VOLUNTARY HOUSING BUYOUT PROGRAM, HAWAI'I

March 24, 2021

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- e. Re-evaluation of the project, as applicable;
  - f. Second public notice of decision; and
  - g. Documentation of actions for implementation of mitigations, as applicable.
3. Prepare all required public notices for the County with specific instructions for publishing that meet HUD requirements.
    - a. Early and second notice for HUD 8-Step Process; and
    - b. Combined Notice of Intent to Request the Release of Funds and Finding of No Significant Impact (NOIRROF/FONSI).
  4. Prepare a draft Request for the Release of Funds (RROF), compiling relevant supporting documents such as the proof of publication of the NOIRROF/FONSI, and a cover letter discussing any comments that were received in response to the notice. The draft RROF will be provided to the Client for finalization, signature by Responsible Entity and submittal to HUD.
  5. Develop a Tier II Environmental Review approach that will address the remaining 58.5 and 58.6 laws and authorities and EA factors not covered in the Tier I and accomplishes the following:
    - a. A pre-populated form that can be used for lava inundated properties that address the acquisition but has boiler plate language regarding the inundation and the no structure to remove.
    - b. A pre-populated form that can be used for properties that are isolated but not inundated with lava for the acquisition and removal of structures if feasible.
    - c. A form that can be completed for acquisition and demolition where the property is accessible, and structures will need to be demolished.

## **Task 2: Conduct Community Outreach**

This task is anticipated to assist the Client in maintaining planning processes that are transparent to the public. It is further anticipated that the purpose of the public outreach will be to share information about the HUD Environmental Review Record process as it relates to this project. Information regarding the opportunities to object to the Request for Release of Funds prescribed by the Code of Federal Regulations will also be provided. To accomplish this task, two online public meetings will be coordinated by the Consultant, one at the outset of the project and a second as the project nears completion. Task 2 will include the following:

1. The Consultant will prepare materials for the public meetings including:
  - a. Meeting notification materials
    - i. Draft press release for finalization and dissemination by Client's public information officer;

Mr. Douglas Nam Le, AICP

SUBJECT: PROPOSAL FOR A PROGRAMMATIC ENVIRONMENTAL ASSESSMENT FOR THE COUNTY OF HAWAI'I CDBG-DR VOLUNTARY HOUSING BUYOUT PROGRAM, HAWAI'I

March 24, 2021

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- ii. Draft social media posts for finalization and dissemination by Client or Client's public information officer; and,
    - iii. Draft and final email for distribution to Client's established mailing lists.
  - b. Meeting materials
    - i. Online sign-in sheet; and
    - ii. PowerPoint presentation, with optional polling questions should feedback on any points be desired.
2. The Consultant will host the online meeting using an online platform (use of the Consultant's Zoom Pro account is assumed). Three consultant staff will participate in the online meeting, to support meeting facilitation, notetaking, and managing the Zoom platform.
3. The Consultant will prepare meeting notes for use by the Client.

### **Task 3: Tier II Environmental Review Training**

This task is intended to transition the environmental review tasks from the Consultant to the Client.

1. The Consultant will work with Client to develop Tier II environmental review procedures and documentation into their programmatic policies and procedures, workflows, and standard operating procedures.
2. The Consultant will conduct one online training for County staff on use of the Tier II environmental review forms (developed with Task 1). The consultant will prepare a PowerPoint presentation for the training that contains sufficient information to serve as a guide to use the Tier II environmental review forms.

### **ASSUMPTIONS/EXCLUSIONS**

1. The County further anticipates a Supplemental Environmental Review may be initiated at a future time, to accommodate a potential future change of use for the acquired properties. This second phase of review will be appropriate once the complete list of properties, acquired through the VHBP, has been finalized. Upon assessing the sites' specific characteristics and proximities, the County will be better able to identify if subsequent intensification or change of uses is desired or appropriate.
2. This proposal does not include the actual production of Tier II environmental reviews. Those can be provided for additional fees.
3. This proposal does not include Section 106 reviews for the Tier II environmental reviews.
4. This proposal does not include addressing environmental justice for the Tier II environmental justice reviews.
5. This proposal does not include Phase I Environmental Site Assessments or removal/remediation of hazardous materials or contaminated sites.
6. The scope of services does not include a HRS Chapter 343 Environmental Assessment or Environmental Impact Statement.

Mr. Douglas Nam Le, AICP

SUBJECT: PROPOSAL FOR A PROGRAMMATIC ENVIRONMENTAL ASSESSMENT FOR THE COUNTY OF HAWAI'I CDBG-DR VOLUNTARY HOUSING BUYOUT PROGRAM, HAWAI'I

March 24, 2021

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**PERFORMANCE SCHEDULE**

The estimated timeframe for each task is shown below, and is subject to change depending on delays in receiving necessary information from Client and Owner, from untimely agency review, and other factors out of our control such as the impact of the current pandemic on public health policies and government services.

<u>Task</u>	<u>Estimated Time</u>
Task 1: Programmatic Tier 1 EA	4-6 months
Task 2: Conduct Community Outreach	4-6 months (concurrent with Task 1)
Task 3: Tier 2 Environmental Review Training	<u>1 month (concurrent with Task 1)</u>
Total Time Estimated:	4-6 months

**COMPENSATION**

The Client shall compensate the Consultant on a lump sum basis of Seventy-Nine Thousand One Hundred Sixty-Two Dollars (\$79,162.00) including reimbursable expenses and applicable general excise tax in accordance with the terms and conditions of this agreement and according to our current rates.

Based upon the Scope of Services, fees are summarized below:

<u>Task</u>	<u>Estimated Fee</u>
Task 1: Programmatic Tier 1 EA	\$ 56,597.00
Task 2: Conduct Community Outreach	\$ 14,277.00
Task 3: Tier 2 Environmental Review Training	<u>\$ 8,288.00</u>
Total Fee:	\$ 79,162.00

Reimbursable costs included in the fee are for reproduction, travel, and customary out-of-pocket expenses.

Additional services that are not part of the Scope of Services of this Agreement will be undertaken by the Consultant by separate Agreement at the direction of the Client. The Consultant will keep the Client informed monthly of the time expended and expenses incurred and shall advise the Client of any additional costs. No additional costs will be incurred or services rendered without the prior approval of the Client.

If the services covered by this Agreement have not been completed within 12 months of the date of the Agreement, fees set forth in this Agreement shall be subject to renegotiation.

Mr. Douglas Nam Le, AICP

SUBJECT: PROPOSAL FOR A PROGRAMMATIC ENVIRONMENTAL ASSESSMENT  
FOR THE COUNTY OF HAWAI'I CDBG-DR VOLUNTARY HOUSING BUYOUT  
PROGRAM, HAWAI'I

March 24, 2021

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**GENERAL TERMS AND CONDITIONS**

The attached "General Terms and Conditions for Consultant Services" are made a part of this Agreement and are incorporated by reference. The "General Terms and Conditions for Consultant Services" and this proposal are collectively referred to as the "Agreement."

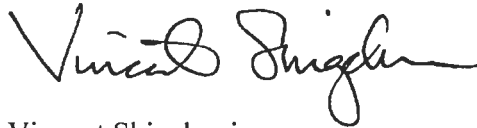
**AGREEMENT**

Should the described services and fee meet with your agreement, a contract should be provided for review and execution by both parties.

Thank you for your consideration of this proposal.

Sincerely,

PBR HAWAII & Associates, Inc.

A handwritten signature in black ink, appearing to read "Vincent Shigekuni". The signature is fluid and cursive, with a long horizontal stroke at the end.

Vincent Shigekuni  
Senior Vice President

## CERTIFICATE OF RESOLUTION

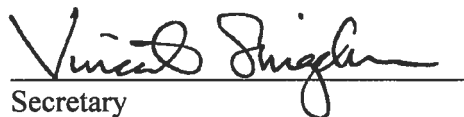
I, Vincent Shigekuni, Secretary of PBR Hawaii & Associates, Inc. a Hawaii corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at it's annual meeting called and held at the Corporation, 1001 Bishop Street, Suite 650, Honolulu, Hawaii on the 9<sup>th</sup> day of December, 2020 at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded, and continues in full force and effect; and that the Board of Directors unanimously adopted the following resolutions:

“RESOLVED, that effective January 1, 2021, the following persons are elected Officers of the Corporation, to the office or offices set forth opposite their names to serve until the next regular meeting or until their successors are duly elected and qualified:

R. Stan Duncan	President
Russell Y. J. Chung	Executive Vice President
Vincent Shigekuni	Senior Vice President
Grant T. Murakami	Vice President
Russell Y. J. Chung	Treasurer
Vincent Shigekuni	Secretary
Grant T. Murakami	Assistant Secretary

RESOLVED that the President, Executive Vice President or Vice President, be and each them hereby is, authorized and directed to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for services to be performed by the Corporation, and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government or of said State or any department or subdivision of any of them.”

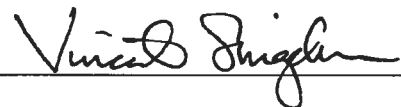
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of PBR HAWAII & Associates, Inc. this 9<sup>th</sup> day of December, 2020.

  
Secretary

**County of Hawai'i**

**Acknowledgment of Receipt of Anti-Discrimination and Harassment Policy and Procedures**

I certify that I have received a copy of the County of Hawai'i Anti-Discrimination and Harassment Policy and Procedures.

Date: June 28, 2021  
\_\_\_\_\_  
Print Name: Vincent Shigekuni  
\_\_\_\_\_  
Signature:   
\_\_\_\_\_  
Position Title: Senior Vice President  
\_\_\_\_\_  
Department: PBR HAWAII & Associates, Inc.  
\_\_\_\_\_



PBRHAWA-01

JSUMIDA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Jerry Hay, Inc. 650 Iwilei Road, Suite 206 Honolulu, HI 96817	<b>CONTACT NAME:</b> Cel <b>PHONE (A/C, No, Ext):</b> (808) 521-1841 <b>FAX (A/C, No):</b> (808) 457-4780 <b>E-MAIL ADDRESS:</b> info@jerryhay.com														
<b>INSURED</b>  PBR Hawaii & Associates Inc. 1001 Bishop Street Suite 650 Honolulu, HI 96813	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>FIRST INDEMNITY INS OF HI</b></td> <td><b>41734</b></td> </tr> <tr> <td>INSURER B : <b>FIRST INSURANCE COMPANY</b></td> <td><b>41742</b></td> </tr> <tr> <td>INSURER C : <b>NEW HAMPSHIRE INSURANCE CO</b></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>FIRST INDEMNITY INS OF HI</b>	<b>41734</b>	INSURER B : <b>FIRST INSURANCE COMPANY</b>	<b>41742</b>	INSURER C : <b>NEW HAMPSHIRE INSURANCE CO</b>		INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP7049634	1/1/2021	1/1/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CBA6373278	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ <b>1,000,000</b> BODILY INJURY (Per accident) \$ <b>1,000,000</b> PROPERTY DAMAGE (Per accident) \$ <b>1,000,000</b>
B	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			SLX5640472	1/1/2021	1/1/2022	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	FWC1000101845	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Professional Liab</b>			064991007-05	12/16/2020	12/16/2021	<b>Claim/Aggregate</b> \$ <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project Name: Kilauea Recovery Programmatic EA Project Number: 3217.50

**ADDITIONAL INSUREDS:** County of Hawaii is named as Additional Insureds under the General Liability policy per the attached endorsement HCL 22 41 05/11 "Blanket Additional Insured with Products-Completed Operations Coverage".

**CERTIFICATE HOLDER****CANCELLATION**

County of Hawaii 25 Aupuni Street Hilo, HI 96720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BLANKET ADDITIONAL INSURED WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) whom you are required by "written contract" to add as an additional insured on this Coverage Part. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
1. Your acts or omissions, or the acts or omissions of those acting on your behalf in connection with your premises owned, rented, leased or occupied by you; or
  2. "Your product" or "your work" that is specified in the "written contract".
- B. The insurance provided to the additional insured is limited as follows:**
1. The limits of insurance applicable to the additional insured are those specified in the "written contract" or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
  2. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of the additional insured or any of its "employees", other than general supervision of "your work".
  3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
    - a. The rendering of or the failure to render, any professional services, including:
      - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      - (2) Supervisory, inspection, architectural or engineering activities; or
    - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.
  4. This insurance is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. But if required by the "written contract", this insurance will be primary or primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

**FIRST INSURANCE COMPANY OF HAWAII, LTD.**

- C. Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to the "bodily injury", "property damage" or "personal and advertising injury".



**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

**Vendor Name:** **PBR HAWAII & ASSOCIATES, INC.**

**Issue Date:** **06/29/2021**

**Status:** **Compliant** ✓

Hawaii Tax#: W-20295716-01  
New Hawaii Tax#: GE-1403078656-01  
FEIN/SSN#: XX-XXX5908  
UI#: XXXXXX0760  
DCCA FILE#: 25745

**Status of Compliance for this Vendor on issue date:**

<b>Form</b>	<b>Department(s)</b>	<b>Status</b>
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Compliant
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

<b>Status</b>	<b>Description</b>
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

**EXPENDITURE REVIEW COMMITTEE**  
**REQUEST FOR BUDGET REDUCTION EXCEPTION**

**DEPARTMENT:** Planning **DATE OF REQUEST:** 04/14/2021  
**CONTACT:** Grant Nagata/ Douglas Le **PHONE:** 961-8833/ 961-8174  
**FISCAL PERIOD** From July 1, 2020 To: June 30, 2021

**A. EXCEPTION (CHECK ONE)**

- EQUIPMENT: \$5,000 AND OVER       TRAVEL: OUT-OF-STATE  
 PROFESSIONAL SERVICE CONTRACTS (NON-CIP): OVER \$25,000

DEPARTMENT OF FINANCE	
DATE REC'D:	<u>APR 15 2021</u>
ROUTE TO:	_____
COPY TO:	<u>DEC #15 121</u>
ACT. BY:	<u>Rush</u>
FILE:	_____

**B. REQUEST (DEPARTMENTAL REQUEST ATTACHED)**

1. ITEM: CDBG-DR Buyout EA LOCATION: Hilo  
 2. PURPOSE: Conduct programmatic environmental assessment for buyout program  
 3. BUDGETED: \$79,162.00  
 4. JUSTIFICATION: Environmental review is a requirement to expend CDBG-DR funds  
 5. IMPACT IF DENIED: Non-compliance with requirements to expend CDBG-DR funds

**C. APPROVAL CRITERIA (MARK ALL THAT APPLY.):**

- FULFILL LEGAL REQUIREMENT       MEET PUBLIC HEALTH AND/OR SAFETY NEED  
 REDUCE OTHER EXPENSES       PERFORM/SUPPORT VITAL COUNTY FUNCTION  
 INCREASE REVENUES       PREVENT LOSS OF REVENUES

**D. IF APPROVED, NET AMOUNT NEEDED FOR THIS & NEXT FISCAL YEAR:**

YEAR	COUNTY	STATE	FEDERAL	PRIVATE	TOTAL
CURRENT	\$	\$	\$79,162.00	\$	\$79,162.00
NEXT	\$	\$	\$	\$	\$

**E. ERC RECOMMENDATION:**

- APPROVE       DEFER: \_\_\_\_\_  
 DENY: \_\_\_\_\_  
 APPROVE WITH THE FOLLOWING CONDITION: \_\_\_\_\_  
 RETURN TO DEPARTMENT: \_\_\_\_\_

  
for Expenditure Review Committee

APR 16 2021  
Date

**WAGE/EXEMPTION VERIFICATION FORM**

WEV-1 (10/2016)

To ensure compliance with HRS 103-55 and 76-77 prior to the release of bid or proposal documents, departments and agencies are requested to complete and return this form to the Purchasing Division. Departments and agencies are to contact the Department of Human Resources as necessary for clarification and guidance in reference to the applicability of these statutes in regards to the requested services.

DEPARTMENT: Planning

DATE: 6/30/2021

SOLICITATION # AND TITLE: 2018 Kilauea Eruption Buyout Program Programmatic EA for HUD CDBG-DR Funds

DESCRIPTION OF SERVICES: Conduct programmatic environmental assessment for voluntary buyout program

Complete both Part 1 and 2 below, have the form signed and returned to the Purchasing Division.

**PART 1 - APPLICABLE CIVIL SERVICE EXEMPTION UNDER HRS 76-77**

*Have services to be performed under this solicitation been customarily and historically performed by HAWAII COUNTY civil servants?*

No, the civil service exemption under HRS 76-77 is not required for these services.

Yes, a civil service exemption will be required for these types of services.

Indicate the applicable civil service exemption: HRS 76-77 (  )

**PART 2 - HRS 103-55 – WAGES, HOURS, AND WORKING CONDITIONS OF EMPLOYEES OF CONTRACTORS PERFORMING SERVICES**

*Are similar services being performed under this solicitation also being performed by public officials or employees in the STATE OF HAWAII (i.e. Maui County, Judiciary, State DOT)?*

No, these services are not performed by public officials or employees for similar work in the State of Hawaii.

Yes, these services are performed by public officials or employees for similar work in the State of Hawaii, but HRS 103-55 is not applicable as civil service exemption HRS 76-77, (7), (8), or (12) was chosen in Part 1 above.

- OR -

Yes, these services are performed by public officials or employees for similar work in the State of Hawaii.

The equivalent pay rate level is \_\_\_\_\_, and the current hourly rate as of \_\_\_\_\_, is \$ \_\_\_\_\_.  
(date)

By signing this form, departments and agencies state they are completing this form in accordance with the requirements of the statutes as listed.



Department Head or Authorized Representative

Zendo Kern, Planning Director  
Printed Name and Title

06/30/2021  
Date

**COUNTY OF HAWAII**

DEPARTMENT OF FINANCE - PURCHASING DIVISION  
 25 AUPUNI STREET  
 HILO, HAWAII 96720  
 (808)961-8231 FAX (808) 961-8248

ORIGINAL PO DATE
07/12/2021

PO NUMBER
C.009284

*Hawaii County is an Equal Opportunity Provider and Employer*

**SHIP TO:** PLANNING DEPARTMENT  
 101 PAUAAHI ST  
 SUITE 3  
 HILO, HI 96720

**Special Inst:**  
 ATTN: CDGB-DR  
 KILAUEA RECOVERY DIVISION

**VENDOR:** 06714  
 PBR HAWAII  
 PACIFIC TOWER SUITE 650  
 1001 BISHOP STREET  
 HONOLULU, HI 96813

**FOB Point:** DESTINATION  
**Terms:** A/P No terms  
**Req. Del. Date:**  
**Req. No.:** pl.00438  
**Dept.:**  
**Contact Name:** LE, DOUGLAS  
**Contact Phone:** (808) 961-8174  
**Confirming?** No (If Yes, DO NOT Duplicate)

Quantity	Unit	Description	Unit Price	Ext. Price
		Programmatic Environmental Assessment for the CDBG-DR Voluntary Housing Program Buyout Program.		79,162.00
		CDBG-DR Federal Funds		
		See Fee Proposal for Scope of Work		

**BILL TO:** PLANNING DEPARTMENT  
 101 PAUAAHI ST  
 SUITE 3  
 HILO, HI 96720

<b>SUBTOTAL</b>	79,162.00
<b>TAX</b>	0.00
<b>FREIGHT</b>	0.00
<b>TOTAL</b>	79,162.00

**INSTRUCTIONS:** This order is subject to the terms and conditions of the above referenced Request for Quotes (RFQ), Invitation for Bids (IFB) or Request for Proposals (RFP). Shipping and freight charges shall be FOB Destination Prepaid and Allowed unless otherwise noted. Invoices shall include the Purchase Order Number, with the original invoice and one copy being mailed or delivered to the BILL TO: address listed above. No changes or modifications to the terms, quantities or specifications shall be made without written authorization from the Purchasing Division.

  
 PURCHASING AGENT