

STATE OF HAWAII
DEPARTMENT OF EDUCATION
OFFICE OF SCHOOL FACILITIES AND SUPPORT SERVICES
FACILITIES DEVELOPMENT BRANCH

Proj Ctl	
DK	
MS	<i>MS</i>
Sect. Hd	RP
PC	RP

Date: 5-19-12

TO: Mr. Duane Kashiwai, Director FDB

FROM: Mr. Michael Shigetani
Project Management Section

SUBJECT: Kihei High School
New School

D.O.E. Job No. : Q00017-06

Attached is the fee proposal submitted by Group 70 International

1. Perform a traffic impact "pedestrian" assessment associated with the public access to Kihei High School and provide a draft and final report. The work will study impacts for vehicles, bicycles and pedestrians and identify user issues and options pertaining to safe access for the signalized Pillani Highway crossing proposed at Kulanihakoi Street.
2. The approved final pedestrian assessment report shall be incorporated into the Final EIS, SLUDBA/CIZ zoning and land use actions by Group 70.

We have reviewed the fee of \$31,066.00 and find it satisfactory.

Accordingly, it is recommended that the fee be approved and the following be issued:

- ☐ Contract
- ☐ Contract Mod No. _____ for Contract No. _____
- ☒ Allowance Transfer No. 2 (Available Reimb. Funds = \$499,164.00)
- ☐ Purchase Order

Michael Shigetani
Michael Shigetani
5/21/2012
Date

APPROVED:

Dm Kashi
Duane Kashiwai
MAY 23 2012
Date

Attachments:

Fee Proposal & Breakdown

Fee Analysis

Form 17

Draft Allowance Transfer

Fee Breakdown and Performance	
Phase	Amount
Site Investigation	\$
Preliminary	\$
Final	\$
Bid	\$
Construction	\$
Allow Xfer # 2	\$ 31,066.00
Mod #1	\$
TOTAL	\$ 31,066.00
Final Design Compl Date: N/A	
Est. Construction (= >\$160M	



April 12, 2012

State of Hawaii
Department of Education
Project Management Section
Attn: Robert Purdie
1151 Punchbowl Street, Room 431
Honolulu, HI 96813

PRINCIPALS

Francis S. Oda, Arch.D.,
FAIA, AICP, LEED AP

Norman G.Y. Hong
AIA

Sheryl B. Seaman
AIA, ASID, LEED AP

Hitoshi Hida
AIA

Roy H. Nihei
AIA, CSI, LEED AP

James I. Nishimoto
AIA

Stephen Yuen
AIA

Linda C. Miki
AIA

George I. Atta
AICP, LEED AP

Charles Y. Kaneshiro
AIA, LEED AP

Jeffrey H. Overton
AICP, LEED AP

Christine Mendes Ruotola
AICP, LEED AP

James L. Stone, Arch.D.,
AIA, LEED AP

Katherine M. MacNeil
AIA, LEED AP

Tom Young, MBA
AIA

Paul T. Matsuda
PE, LEED AP

OF COUNSEL

Ralph E. Portmore
FAICP

Subject: Kihei High School
Proposal for Allowance Transfer for Pedestrian Safety Analysis

Dear Mr. Purdie,

We are pleased to submit the following proposal for providing a pedestrian assessment study. Stantec Consulting Services Inc. (Stantec) will be contracted by Wilson Okamoto Corporation (WOC) to provide the pedestrian assessment. Group 70 will integrate this study into the EIS and land use permit processes. This effort is not currently in the contracted scope of work for this project.

Scope of Work

The work items included in this request and associated fees are as follows:

- | | |
|---|-------------|
| 1. WOC Pedestrian Assessment (Attached) | \$25,653.61 |
| 2. Group 70 Professional Fees | |
| • Review Consultant Report | \$722.40 |
| • EIS Integration | \$2,127.00 |
| • SLUDBA/CIZ/CPA Integration | \$1,063.50 |
| • Consultant Coordination (5%) | \$1,283.00 |
| • Hawaii State Tax (0.04166%) | \$216.46 |

Group 70 Subtotal \$5,412.36

TOTAL PROFESSIONAL FEES \$31,065.97

\$31,066
plus

The total proposed fee for the additional work is \$31,065.97 including Hawaii State Tax.

Thank you for the opportunity to provide services for Kihei High School (DOE Project No. PS D08-002 and Contract No. CO-80178). If you should have any questions, please feel free to contact me or Rachel Shaak at (808) 523-5866.

Sincerely,
GROUP 70 INTERNATIONAL, INC.



Christine M. Ruotola, AICP, LEED AP
Principal

cc: Gaylyn Nakatsuka, DOE

P:\2008\28011-02 Kihei High School Planning\100 Administration\102 Proposals\102.2 Group 70 Draft Proposal\Planning - Allowance Transfers\Ped
Study AT\Kihei_PedStudy_Proposal_041212.doc



1907 South Beretania Street
Artesian Plaza, Suite 400
Honolulu, Hawaii, 96826 USA
Phone: 808-946-2277
FAX: 808-946-2253
www.wilsonokamoto.com

7854-04
March 21, 2012

Ms. Rachel Shaak
Group 70 International, Inc.
925 Bethel Street, Fifth Floor
Honolulu, Hawaii 96813

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES
Traffic Engineering
Kihei High School – Pedestrian Study
Kihei, Maui, Hawaii

Dear Ms. Shaak:

Wilson Okamoto Corporation is pleased to submit this proposal to provide additional professional traffic engineering services for the subject project.

For the purposes of this Proposal, Group 70 International, Inc. shall be referred to as the "CLIENT", Wilson Okamoto Corporation as the "CONSULTANT", and the proposed Kihei High School shall be referred to as the "PROJECT". ~~Wilson Okamoto Corporation's General Terms and Conditions for Consultant Services are attached to this proposal as Attachment A.~~

PROJECT DESCRIPTION

The State of Hawaii Department of Education (DOE) is proposing a new high school in Kihei, Maui, Hawaii. The proposed high school is programmed to accommodate a projected school enrollment of 1,650 students in grades 9 through 12. This proposal includes the necessary work to prepare a pedestrian assessment study for the proposed high school.

SCOPE OF SERVICES

The pedestrian assessment study will be prepared by Stantec Consulting Services Inc. and their scope is included in their proposal, see Attachment "B". WOC will provide support to Stantec Consulting Services Inc. for the study including coordination and review.

Items Excluded from Scope of Services

1. Any investigation and study(ies) beyond the intersections identified in the Scope of Services.



7854-04
Proposal to Ms. Rachel Shaak
Page 2
March 21, 2012

SCHEDULE OF SERVICES

The time schedule for the proposed scope of services should proceed according to the following time estimates, exclusive of review periods, significant changes, or other delays beyond the control of the Consultant.

<u>Task</u>	<u>Estimated Time</u>
Task 1 Coordination and Review	As needed
Task 2 Pedestrian Assessment Study	4 weeks (After completion of field investigation)
Total	4 weeks

COMPENSATION FOR PROFESSIONAL SERVICES

For the services outlined above, the Client shall compensate the Consultant according to the terms and conditions of this Agreement. Compensation will be on fixed fee basis.

Task 1	Coordination and Review	\$ 5,000.00
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Subconsultant Study

Task 2	Pedestrian Assessment Study (Stantec Consulting Services Inc.)	\$20,000.00
	Tax (4.166%)	\$ 833.20
	Sub-Total Subconsultant:	\$20,833.20

TOTAL FIXED FEE: \$25,833.20

ADDITIONAL SERVICES/AMENDMENTS

Additional services that are not part of this Agreement will be undertaken by the Consultant by separate agreement and at the direction of the Client.



7854-04
Proposal to Ms. Rachel Shaak
Page 3
March 21, 2012

Any significant increase or decrease in the scope of work to include changes to the study parameters, or significant time delays beyond the control of the Consultant, shall be subject to a mutually agreed upon amendment to this fee proposal.

AGREEMENT

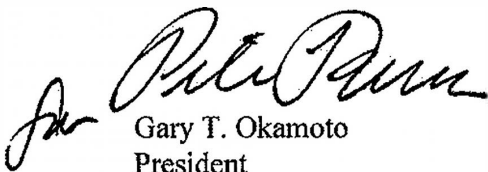
Your signature on the enclosed copy of this letter and its return to our office will constitute approval of the foregoing terms, and serve as our written notice to proceed.

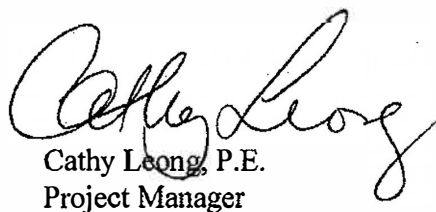
This fee proposal is firm for a period of thirty (30) days. After April 20, 2012, the specific terms of this proposal are subject to change.

Please call Cathy Leong, P.E., or myself if you have any questions.

Sincerely,

WILSON OKAMOTO CORPORATION


Gary T. Okamoto
President


Cathy Leong, P.E.
Project Manager

GTO/CL

AGREED AND ACCEPTED:

GROUP 70 INTERNATIONAL, INC.

Signature

Date

Title

~~ATTACHMENT A~~

~~General Terms and Conditions for Consultant
Services~~

*★ Refer to General Conditions of
Prime Contract and Consultant Agreement*



GENERAL TERMS AND CONDITIONS FOR CONSULTANT SERVICES Wilson Okamoto Corporation

1. BILLING AND PAYMENT

Invoices will be issued every four weeks for work completed to date, payable upon receipt, unless otherwise agreed. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client. If 60 days in arrears, the Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due for services and expenses.

2. CLIENT'S RESPONSIBILITIES

Client shall provide all criteria and full information as to Client's specific requirements for the Project, designate a person to act with authority on Client's behalf in respect of all aspects of the Project, examine and respond promptly to our submissions, and give prompt written notice to the Consultant whenever any defect in the work is observed or becomes otherwise evident.

3. OUTSIDE AGENCIES

If Federal funds, foundation grants, or multi-agency involvement require a more than normal number of submissions, or if controversy unknown at this time results in a more than normal number of meetings, the fee and schedule will be renegotiated accordingly.

4. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and all of its officers, employees, agents and subconsultants (the Consultant Parties) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant Parties shall not exceed \$25,833.20. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

5. INSURANCE

The Consultant shall maintain during the performance of professional services, if reasonably available, (1) statutory Workers' Compensation Employer's Liability coverage; (2) Comprehensive General/Professional and (3) Automobile liability insurance coverage.

6. ACCESS TO SITE

Unless otherwise agreed and as required, Client will furnish right-of-entry on the land and into structures for the Consultant to carry out tasks consistent with the scope of work in the attached proposal. The Consultant will take reasonable precautions to minimize any damage from use of any equipment but have not included in the fee the cost for restoration of any damage which may result from project operations.

7. JOBSITE SAFETY

Neither the professional activities of the Consultant nor the presence of the Consultant or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in



accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Consultant, and subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

8. SERVICES BY OTHERS

Specialized services by subconsultants or other technical entities such as land surveying, soils engineering, landscape architecture, archaeology, etc. may be required. When considered necessary, these firms or other consultants may be utilized with your approval, and the cost of such services will be included in our invoice with a 10-percent markup if we pay their billings on behalf of the Owner. We prefer to have the Client pay such bills directly with our written approval for payment. In certain instances as required by State law, applicable State general excise tax will be added to the total fee.

9. HAZARDOUS MATERIALS

It is acknowledged by both parties that the Consultant's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Consultant or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

10. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

11. TERMINATION

Either the Client or the Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

12. OPINIONS OF PROBABLE COST

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Consultant's qualifications and experience. The Consultant makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. If prior to the Bidding or Negotiating Phase, the Client wishes greater assurance as to Project or Construction Cost, he shall employ an independent cost estimator. Services to modify the Contract Documents to bring the Construction Cost within any limitation established by the Client will be considered Additional Services and paid for as such by Owner at a fee to be agreed upon by Client and Consultant.

13. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the Consultant as instruments of service shall remain the property of the Consultant.



14. UNAUTHORIZED CHANGES

In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of the Consultant. Therefore, the Client agrees to release the Consultant from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Consultant.

15. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

16. ATTORNEY'S FEES

In the event the Client makes a claim against Wilson Okamoto Corporation, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by the Consultant in defending itself against the claim.

17. GOVERNING LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Hawaii, unless agreed otherwise. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ATTACHMENT B

**Stantec Consulting Services Inc.
Scope of Services**



Stantec Consulting Services Inc.
19 Technology Drive Suite 200
Irvine CA 92618-2334
Tel: (949) 923-6000
Fax: (949) 923-6121

Stantec

March 15, 2012

Mr. Pete Pascua
Wilson Okamoto
1907 S. Beretania St, Suite 400
Honolulu, HI 96826

Dear Mr. Pascua:

Reference: Proposal for Proposed Kihei High School Vicinity Analysis

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit this proposal to assist Wilson Okamoto in addressing issues related to the development of a new High School in the Kihei community of Maui County. This proposal was prepared in response to your request. Our Scope of Services, cost estimate, and schedule for this project are presented in the attachment to this letter.

We have compiled for this project an experienced and highly resourced team which is ready to undertake this project. Stantec has a strong North American and world presence with 10,500 employees and more than 160 offices in North America and 4 international locations. This project will be assigned to our Irvine office, our regional headquarters for traffic and transportation planning.

I will serve as our project manager for this project due to my history with the Hawaii area and my qualifications for safety projects involving vehicle, pedestrian, and bicycle circulation. This history, in conjunction with my technical qualifications, should be ideal for the project.

If this proposal is acceptable, Stantec will work with you to provide a draft contract agreement. We look forward to working with you on this important project. This proposal is valid for 120 days.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Rock Miller
Principal, Transportation Planning & Traffic Engineering
Tel: (949) 923-6021
Fax: (949) 923-6121
Rock.Miller@stantec.com

Attachment:

mkd v.12073\business_development\kakaako study proposal.docx

Stantec**Proposal for the Proposed Kihei High School Vicinity Analysis**March 14, 2012

1.0 Scope of Work

Wilson Okamoto has prepared a traffic impact analysis for a proposed High School in the Community of Kihei on Maui, Hawaii. The high school is located east of Piilani Highway, so most students arriving by walking or bicycling must cross the highway at an existing intersection with Kulanihako Street. This intersection and the nearby neighborhoods have raised concerns over safety and the need to more closely analyze conditions for the intersection area due to the project. This scope of work is based upon information provided by Wilson Okamoto.

1.1 PROJECT MANAGEMENT

Stantec will provide project management for the preparation of a focused area analysis study. The study will analyze existing conditions for vehicles, bicycles and pedestrians and identify features that may be appropriate for change based upon the construction of the proposed high school. Rock Miller will be the project manager and will participate in all meetings and teleconferences, to the extent possible. He will be assisted by Melissa Dugan, especially for preparation of draft reports and correspondence. In addition, Sam Hout will serve as the principal in charge and will be available if needed for additional support.

1.1.1 Meetings and Support

Rock, Stantec's project manager, will attend up to two (2) project meetings in Hawaii. The meetings will be scheduled in cooperation with the client's needs, and may include presentations to a governing body (planning Commission, City Council, LUC) that must adopt recommendations made in the traffic analysis.

Stantec will participate in scheduled teleconferences for the project. We will also answer questions and provide assistance in addressing traffic and transportation related issues that may come forward during the course of the project from our offices via e-mail, correspondence, or project team meetings.

1.2 EXISTING CONDITIONS ANALYSIS**1.2.1 Field Reviews**

Rock will conduct a field review of the site to document existing traffic-related conditions for analysis. Our review of the site area suggests that a full assessment of the design of the nearby intersection will be required. A traffic signal at this location must provide all necessary features for significant pedestrian and bicycle cross traffic. A review of Kulanihako Street from Piilani Highway to Kihei Road is also highly recommended, as this will be the primary access route to

Stantec

Proposal for the Proposed Kihei High School Vicinity Analysis

March 14, 2012

the school from nearby residential areas that will likely generate walking and bicycling trips. Rock will perform a full field review prior to report preparation and any meetings on the project.

1.3 DRAFT REPORT

Stantec will provide a draft report presenting our analysis, findings and recommendations. Our recommendations are expected to include measures to insure that the intersection and traffic control measures existing or proposed at the Piilana/ Kulanihakoi intersection are properly designed to accommodate the increased pedestrian traffic that is anticipated with the proposed project. The report will also identify potential low cost measures (signs and striping) that may be appropriate for consideration on nearby roadways, which may include the feasibility for bicycle lanes or shared facilities on Kulanihakoi Street.

The report will include concept drawings showing proposed measures, however preparation of construction drawings for recommended measures is not included in the project scope.

During preparation of the report, we will contact Dan Burden of WALC and discuss prior work or recommendations for the intersection or vicinity. Appropriate suggestions or recommendations will be combined into the report draft. Rock and Dan recently partnered as advisors and contributors in the Los Angeles County Street Design Manual, a publication of the County Department of Public Health. This document can be viewed or downloaded on line at www.modelstreetsdesignmanual.com.

The report will consider alternative measures. We will also work with WOC and the client to insure that recommendations are acceptable and responsive to the needs of the High School project.

It is presumed that WOC will make contact with agencies and organizations in Hawaii that may have input or interest in the project. Our proposal does not include resourced required for Stantec to meet with these organizations if the meetings cannot be coordinated closely with client meetings. Any relevant comments or observations will be incorporated into our draft report.

1.4 RESPONSE TO COMMENTS

Any appropriate revisions will be incorporated into the study so that it can be found to be fully responsive to the needs of the project. Appropriate revisions include any corrections to the report within the general scope of work and intersections where data was collected. Any comments that result in traffic data collection or analysis at any locations not identified in our proposal may result in the need for additional compensation.

Stantec

Proposal for the Proposed Kihei High School Vicinity Analysis
March 14, 2012

2.0 Stantec Staff

2.1 STANTEC CONSULTING SERVICES, INC.

Stantec Consulting Services, Inc. (Stantec), was founded in 1954. We provide professional consulting services in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics for infrastructure and facilities projects. Continually striving to balance economic, environmental, and social responsibilities, Stantec is recognized as a world-class leader and innovator in the delivery of sustainable solutions. Stantec supports public and private sector clients in a diverse range of markets, at every stage, from initial concept and financial feasibility to project completion and beyond.

Stantec has earned a strong reputation in our firms work toward complete streets and for safety of users of active transportation, including walking and bicycling. Our project manager, Rock Miller, is widely regarded as a leader among engineers in adapting developed environments to better meet the needs of pedestrians and bicyclists, including provision of safe and attractive facilities.

Local Office Info: 19 Technology Drive, Suite 200, Irvine, CA 92618, Ph: (949) 923-6000

2.2 ROCK MILLER, PE (CA & HI), PTOE

Rock is widely recognized for his expertise in the preparation of studies and plans to improve safety and meet the needs of all transportation modes. As a traffic engineer and transportation planner, Rock regularly analyzes traffic performance and parking demands for a variety of projects, including many corridor and downtown planning projects, where project goals seek to provide attractive facilities to meet the needs of all users within limited space.

Rock has done extensive work for the City of Long Beach to provide unique bicycle friendly facilities, including cycle tracks, bicycle boulevards, bicycle boxes, and colored pavement / sharrow treatments. These efforts have earned the City status as a Bicycle Friendly Community under the program conducted by the League of American Bicyclists. His responsibilities included outreach, securing permits for innovative treatments that do not comply with adopted standards, and preparing final designs. His work can be readily seen at www.bikelongbeach.org, and on YouTube.

Stantec

Proposal for the Proposed Kihei High School Vicinity Analysis

March 14, 2012

Rock has also done extensive work with the Cities of Santa Monica and Santa Ana regarding pedestrian safety. He is widely recognized for this Active Transportation work in the southern California region and has won the confidence of many regional advocacy groups. As a result of this support, he was recently named to represent pedestrians and bicyclists as a member of the California Traffic Control Devices Committee, an influential state committee that establishes standards for traffic controls throughout the state.

Rock has frequently been an invited speaker to conferences on many topics including traffic safety and transportation policy. Rock currently serves as the International Vice President of the 15,000-member Institute of Transportation Engineers (ITE). Rock will serve as the Stantec project manager on the project and day-to-day contact for the client and provide the lead role. He will also closely oversee and be responsible for the results of the traffic analysis. Rock has experience working with the City/County of Honolulu and the State of Hawaii and is familiar with the project area and County expectations. He has assisted the State of Hawaii in defense of claims arising from traffic crashes, including a case in Maui involving a traffic signal. *Direct Contact Info:* rock.miller@stantec.com, Ph: (949) 923-6021

2.3 SAM HOUT, PE (CA)

Sam has more than 28 years of demonstrated success in engineering and construction of civil engineering and infrastructure projects. His diversified experience in both the public and private sectors has positioned him to be an industry leader in the US. He melds strong technical acumen and interpersonal skills with excellent communication abilities to effectively relate to all management levels. He retains a high level of enthusiasm on his assignments and projects and delivers quality projects on time and within budget. Sam's strong sense of mentorship drove him to be a part-time instructor for the graduate civil engineering and construction management program at California State University Long Beach from 1992 to 1999. He graduated from the Leadership Perspectives Program through the Orange County Transportation Authority in 1996, the Orange County Business Leadership Program; and the Bay Area Urban Transit Institute in 1987. Sam will oversee the project and assure quality control procedures are followed.

Direct Contact Info: sam.hout@stantec.com, Ph: (949) 923-6184

2.4 MELISSA DUGAN, PTP

Melissa has more than 15 years of professional experience in transportation planning. She has served as project manager for various transportation planning projects. Her tasks have included bicycle and pedestrian project analysis and coordination; roadway and transit planning; land use impacts from transportation projects; travel demand modeling; numerous corridor studies; traffic impact assessments and simulation studies; long-range transportation plan development, and various parking analyses. She is certified as a Professional Transportation Planner by the Transportation Professional Certification Board. Melissa will serve as the lead on all traffic analysis tasks. *Direct Contact Info:* melissa.dugan@stantec.com, Ph: (949) 923-6216

Stantec

Proposal for the Proposed Kihei High School Vicinity Analysis

March 14, 2012

2.5 NATHAN MUSTAFA, EIT (CA)

Nathan has studied civil engineering with a focus in transportation, as well as served as an intern with the cities of Rancho Cucamonga, Los Angeles, and Claremont. His background includes project coordination, drafting Caltrans (California Department of Transportation) PSRs, geometric design, traffic analysis, cost benefit analysis, and environmental documentation. Nathan is proficient in the Synchro and Vissim software suites, as well as 3D video simulations. He will be responsible for the preparation of all software networks for the project.

Direct Contact Info: nathan.mustafa@stantec.com, Ph: (949) 923-6071

3.0 Budget

Our proposed total estimated fee is \$20,000, lump sum. The fee is based upon the cost of time, materials, and expenses for Stantec for projects of this type and scope. This fee was approximated by task as follows:

Task	Cost
Project Management	\$5,000
Travel (2 Meetings and field reviews)	\$4,500
Report Preparation	\$8,500
Response to Comments	\$2,000
Total	\$20,000

Invoices would be submitted monthly based upon project progress (percentage). Accounts are past due after 30 days. A finance charge of 1.5% per month after invoice date may be assessed on accounts more than 60 days past due. Travel will include direct costs of travel and accommodation based upon lowest available convenient airfare to Maui available at time of scheduling of the meeting, plus 1-2 nights of accommodations per meeting.

Breakdown of Fee Proposal (GROUP 70 INTERNATIONAL)

Project 28011-01 Kihei High School

Date April 12, 2012

Drawing _____ Shts Size: _____ X _____

DOE Job No. Q00017-06

Specs Sections

Phase	Job Title	Name of Technical Personnel	Total Hours	Hourly Rate	Factor	Subtotal	Total
PEDESTRIAN SAFETY ANALYSIS							
A. Review Consultant Report							
	Principal	Christine Ruotola	1	\$51.30	3	\$153.90	
	Asso	Rachel Shaak	5	\$37.90	3	\$568.50	
	Senior				3	\$0.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	EIS TOTAL						
B. EIS Integration							
	Principal	Christine Ruotola	2	\$51.30	3	\$307.80	
	Asso	Rachel Shaak	16	\$37.90	3	\$1,819.20	
	Senior				3	\$0.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	DBA TOTAL						
C. SLUDBA/CIZ/CPA Integration							
	Principal	Christine Ruotola	1	\$51.30	3	\$153.90	
	Asso	Rachel Shaak	8	\$37.90	3	\$909.60	
	Senior				3	\$0.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	CPA/CIZ TOTAL						
	Principal				3	\$0.00	
	Asso				3	\$0.00	
	Senior				3	\$0.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	SUBDIVISION TOTAL						
B.5 Subconsultant Coordination Fee							
5% coordination fee						\$1,283.00	
Prime Consultant Subtotal						\$5,195.90	
GE TAX @ 0.04166%						\$216.46	
Prime Consultant TOTAL						\$5,412.36	
ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES							
TRAVEL PER PM FORM 50 (Group 70)							
REIMBURSABLE EXPENSES - PRINTING (Group 70)							
SUB-CONSULTANTS						\$25,653.61	
TOTAL (ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES + SUB-CONSULTANTS)						\$25,653.61	
TOTAL PLANNING ENTITLEMENT FEE							
TOTAL FEES						\$31,065.97	

Breakdown of Fee Proposal (STANTEC)

Project 28011-01 Kihei High School Date April 12, 2012
 Drawing _____ Shts Size: _____ X _____
 DOE Job No. Q00017-06 Specs Sections

Phase	Job Title	Name of Technical Personnel	Total Hours	Hourly Rate	Factor	Subtotal	Total
Kihei Pedestrian Analysis							
Project Management							
Site Invest.	PIC/Eng VIII	Rock Miller	16	\$51.30	3	\$2,462.40	
	Sr. Arch/Plan	Melissa Dugan	4	\$34.10	3	\$409.20	
	Eng. IV	Nathan Mustafa		\$31.00	3	\$0.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	EIS TOTAL						
Travel							
	PIC/Eng VIII	Rock Miller	24	\$51.30	3	\$3,693.60	
	Sr. Arch/Plan	Melissa Dugan	2	\$34.10	3	\$204.60	
	Eng. IV	Nathan Mustafa		\$31.00	3	\$0.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	DBA TOTAL						
Report Preparation							
	PIC/Eng VIII	Rock Miller	20	\$51.30	3	\$3,078.00	
	Sr. Arch/Plan	Melissa Dugan	20	\$34.10	3	\$2,046.00	
	Eng. IV	Nathan Mustafa	16	\$31.00	3	\$1,488.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	CPA/CIZ TOTAL						
Response to Comments							
	PIC/Eng VIII	Rock Miller	6	\$51.30	3	\$923.40	
	Sr. Arch/Plan	Melissa Dugan	8	\$34.10	3	\$818.40	
	Eng. IV	Nathan Mustafa	4	\$31.00	3	\$372.00	
	Tech VI				3	\$0.00	
	Tech VI				3	\$0.00	
	Admin				3	\$0.00	
	SUBDIVISION TOTAL						
B.5 Subconsultant Coordination Fee							
15% coordination fee							
Prime Consultant Subtotal							\$15,495.60
GE TAX @ 0.04166%							\$645.55
Prime Consultant TOTAL							\$16,141.15
ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES							
TRAVEL							\$3,900.00
	airfare	\$3,000.00					
	car rental	\$300.00					
	hotel	\$600.00					
TOTAL (ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES + SUB-CONSULTANTS)							\$3,900.00
TOTAL PLANNING ENTITLEMENT FEE							
TOTAL FEES							\$20,041.15

RECAPITULATION SHEET FOR NEIGHBOR ISLAND TRIPS

PROJECT KIHEI HIGH SCHOOL

DATE 4/12/2012

D.A.G.S. JOB NO. Q00017-06

DEPART DATE FLT TIME
RETURN

PHASE	JOB TITLE 1/	NAME OF CONSULTANT	TOTAL HOURS 2/ (lost time)	HOURLY RATE 3/	SUB-TOTAL	TOTAL
Pedestrian Study - Stantec Consulting (3 round trips CA to Maui)	Eng VIII	Rock Miller	6	51.30	307.80	307.80
					-	-
					-	-
					-	-

SUB-TOTAL (Direct Costs) 307.80 \$ 307.80

SUB-TOTAL (Direct Costs x 3) \$ 307.80 x 3 = \$ 923.40

PLANE FARE (Attach receipts) \$ 2,400.00 *RT = \$800 OK w/ LODGING*

GROUND FARE (Attach receipts) [taxi, parking, car rental (sub-compact only)] \$ 300.00 *\$@ \$100 / trip*

TRAVEL ALLOWANCE (Number of Quarters 6 4/ @ \$80/day) \$ 120.00

SUB-TOTAL \$ 3,743.40

TAX (4.16%) \$ 155.73

TOTAL \$ 3,899.13

1/ P - Principal D - Designer SD - Senior Draftsman
A - Associate JB - Job Captain JD - Junior Draftsman
SE - Senior Engineer

2/ Lost time: Hawaii - 4 hrs.; Kauai / Maui - 3 hrs.; Molokai - 2-2/3 hrs.

3/ Hourly rate shall be actual direct salary not to exceed those stated in contract.

4/ Quarter Day Computation

12:01 a.m. - 6:00 a.m. 12:01 p.m. - 6:00 p.m.
6:01 a.m. - 12:00 noon 6:01 p.m. - midnight

NOTE: All trips must be pre-authorized. Submit this recap sheet within 10 working days after the trip.

Breakdown of Fee Proposal **(WILSON OKAMOTO CORPORATION)**

Project 28011-01 Kihei High School

Date April 12, 2012

Drawing _____ Shts Size: _____ X _____

DOE Job No. Q00017-06

Specs Sections

Phase	Job Title	Name of Technical Personnel	Total Hours	Hourly Rate	Factor	Subtotal	Total
Pedestrian Assessment Report							
Coordination and Review							
	PM	Cathy Leong	40	\$44.90	3	\$5,388.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
TOTAL							\$5,388.00
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
TOTAL							\$0.00
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
TOTAL							\$0.00
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
					3	\$0.00	
TOTAL							\$0.00
15% coordination fee							
Prime Consultant Subtotal							\$5,388.00
GE TAX @ 0.04166%							\$224.46
Prime Consultant TOTAL							\$5,612.46
ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES							
TRAVEL PER PM FORM 50							
REIMBURSABLE EXPENSES - PRINTING							
SUB-CONSULTANTS							
TOTAL (ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSES + SUB-CONSULTANTS)							\$0.00
TOTAL PLANNING ENTITLEMENT FEE							
TOTAL FEES							\$5,612.46

REVIEW OF FEE PROPOSAL

Kihei HS- New School
Allowance Transfer No. 2
Pedestrian Safety Traffic Impact Analysis & Entitlement

Background:

The Maui Co. Planning Commission, on February 12, 2012, was critical of the DOE's DEIS in its documentation and justification of pedestrian and bicycle access issues to and from the new proposed Kihei High School.

The DEIS plans for an at grade crossing at Piilani Highway and Kulanihakoi Street, with pedestrian and bicycle access via a signal controlled cross walk. Several groups, including the Kihei Community Association's school action committee requests the DOE to provide for the highway crossing via a grade separated pedestrian overpass or tunnel underpass. The DOT was contacted on this issue, and they will not fund an overpass or tunnel for the new school project.

In response to the Planning Commission's requests the DOE will undertake a "pedestrian" safety analysis concerning ingress and egress for pedestrians and bicyclists; and, incorporate the findings into the Final EIS, prepare testimony or participate in direct response to the Maui Planning Commission, and incorporate this report into the State Land Use District Boundary Amendment entitlement actions.

Scope: Additional consultant fees are required for extra work including:

- 1 Site survey and observation of traffic conditions at the proposed signalized crossing site.
- 2 A draft and final Pedestrian Safety Assessment report and two meetings with DOE/Group 70 in the preparation of the report and findings.
- 3 Bound, unbound and electronic final report color copies.
- 4 Incorporation of the Final report in EIS, SLUBBA and CIZ entitlements.

Analysis: Fees proposed were reviewed for reasonableness.

1. Rates for Group 70, traffic engineer Wilson Okamoto and Wilson's pedestrian specialist, Stantec are DAGS rates, thus reasonable. Wilson's effort for report coordination, meetings, and incorporating the report findings is \$55,612 for 40 hours effort and is deemed reasonable. Stantec effort is 20 hours for site investigation and coordination; 56 hours for draft and final report preparation and 18 hours for comments, meetings and presentations. Stantec's effort is deemed reasonable. Group 70's effort is \$5,412 and 42 hours for review, EIS and SLUBBA and CIZ integration and deemed reasonable.
2. Group 70 is seeking a 5% markup of this added cost, and as it is less than the 15% max, it is reasonable.

Conclusion: The proposed actions and costs are reasonable and should be implemented. Existing reimbursable funds are available for this added work.

STATE OF HAWAII
DEPARTMENT OF EDUCATION
FACILITIES DEVELOPMENT BRANCH

'12 MAY 17 AM 11:19

Allowance Transfer No. 2 to Consultant Services Contract No. CO-89178

CONSULTANT Group 70 International, Inc.
PROJECT Kihei High School
New School
JOB NO. Q00017-06 PC R. Purdie, Jr.

FACILITIES DEV BRANCH
CONSTR MGMT SEC
DATE 05/12/12

A. CHANGES

The following changes are to be performed in accordance with all contract stipulations:

1. Perform a traffic impact "pedestrian" assessment associated with the public access to Kihei High School and provide report.
The work will study impacts for vehicles, bicycles and pedestrians and identify user issues and options pertaining to safe access for the signalized Piilani Highway crossing proposed at Kulanihakoi Street
2. The work will include a site investigation, compilation of findings and recommendations and will generate a draft report for DOE review.
Two meetings for review/coordination of the work will be held in Hawaii by subconsultant staff with Group 70 and DOE.
The final report format will include 8.5" x 11" text with 8.5" x 11" or 11" x 17" graphics.
One bound and one unbound reproducible hard copy of the final report shall be furnished the DOE along with one full color electronic document in .pdf format.
3. The DOE approved final pedestrian assessment report shall be incorporated into the Final EIS, SLUDBA/CIZ and CPA zoning and land use actions by Group 70.

B. PROJECT COST LIMIT

Current PCL \$ 115.926M
☐ Increase ☐ Decrease \$ NA
Revised PCL \$ NA

C. TIME SCHEDULE

Completion Dates
Original New
N/A N/A Final Design Phase
NA N/A Bidding Phase
(Bid Opening)

D. CONTRACT AMOUNT (as amended)

Extra Work Allowance/Balance \$ \$499,164.00
(Including AT #1)
☐ Add ☒ Add
Estimated Fee ☒ Deduct \$ 31,066.00 ☐ Deduct \$ \$31,066.00
Balance of Extras Remaining \$ \$468,098.00 Amended Contract Amount \$ \$3,822,094.00

E. VALIDATION OF CHANGE ORDER

APPROVED:

ACCEPTED:

Don Kashu
Director, Facilities Development Branch

MAY 23 2012
Date

Ceyn
Consultant

5/15/12
Date