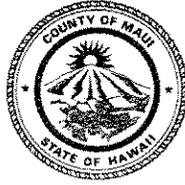


ALAN M. ARAKAWA  
Mayor



GLENN T. CORREA  
Director

JOHN L. BUCK III  
Deputy Director

(808) 270-7230  
Fax (808) 270-7934

**DEPARTMENT OF PARKS & RECREATION**

700 Hali'a Nakoa Street, Unit 2, Wailuku, Hawaii 96793

REC'D  
04 MAY 28 10:52

May 21, 2004

OFFICE OF ENVIRONMENTAL  
QUALITY CONTROL

Genevieve Salmonson, Director  
Office of Environmental Quality Control  
235 South Beretania Street, Suite 702  
Honolulu, Hawaii 96813

**RE: Finding of No Significant Impact (FONSI) for Ho'okipa Park Improvements  
TMK: (2) 2-5-04:25, Makawao District, Maui, Hawaii**

Dear Ms. Salmonson:

The Department of Parks and Recreation, County of Maui has reviewed the comments received during the 30 day public comment period which began on January 23, 2004. The agency has determined that this project will not have significant environmental effects and has issued a FONSI. Please publish this notice in the June 8, 2004 OEQC Environmental Notice.

We have submitted a completed OEQC Publication Form via e-mail and are enclosing four copies of the final EA. Should you have any questions, please contact me or Robert Halvorson, Capital Improvements Project Coordinator at 808-270-8017 or [robert.halvorson@co.maui.hi.us](mailto:robert.halvorson@co.maui.hi.us)

Sincerely,

Glenn T. Correa  
Director

**2004-06-08 FONSI  
HOOKIPA PARK IMPROVEMENTS**

JUN 8 2004  
**FILE COPY**

**HO'OKIPA PARK  
IMPROVEMENTS**

**HANA HIGHWAY  
PAIA, MAUI, HAWAII  
TMK: (2) 2-5-04:25**

DEPARTMENT OF PARKS AND RECREATION  
QUALITY CENTER

04 APR 16 AM 11:57

RECEIVED

**FINAL ENVIRONMENTAL ASSESSMENT**

**Prepared For:**

**DEPARTMENT OF PARKS AND RECREATION**

**COUNTY OF MAUI**

**1580 KAAHUMANU AVENUE**

**Wailuku, Maui, Hawaii 96793**

**Prepared By:**

**Wayne I. Arakaki Engineer, LLC**

**P. O. Box 884**

**Wailuku, Maui, Hawaii 96793**

**Ph. No. (808) 242-5868**

**Fax No. (808) 242-5865**

**April 14, 2004**

WAYNE I. ARAKAKI ENGINEER, LLC  
P.O. BOX 884  
WAILUKU, HAWAII 96793

Phone No. (808) 242-5868  
Phone No. (808) 244-8608  
Fax No. (808) 242-5865

April 14, 2004

Mr. Robert Halvorson  
County of Maui, Department of Parks & Recreation  
700 Halia Nako Street, Unit 2  
Wailuku, HI 96793

Mr. Leslie Segundo  
State of Hawaii, OEQC  
235 S. Beretania Street, Suite 702  
Honolulu, HI 96813

Gentlemen:

Submitted for your review and approval is the Final Environmental Assessment for the Hookipa Park Improvements project situated at Tax Map Key 2-4-04:025 in the judicial district of Makawao, Maui, Hawaii.

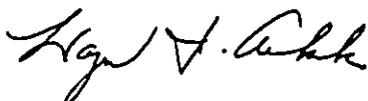
Immediately following this letter of transmittal find: testimony regarding Ho'okipa Park parking lot paving EA dated 2/14/2004 1:27:36 PM Eastern Standard Time; From: "[Surfridermaui@hawaii.rr.com](mailto:Surfridermaui@hawaii.rr.com)" To: "Robert Halvorson", County Dept. of Parks and Recreation.

We have taken the paving concern presented in this testimony under advisement and suggest that the Dept. of Parks and Recreation consider having the contractor in this project submit a quote for cost of such a feature. I think this is called "grass-crete" paving.

The letter of response to the draft environmental assessment from the State Office of Environmental Quality Control followed by our own letter responding to the offered comments are submitted immediately following the above mentioned testimony.

We anticipate a Finding of No Significant Impact (FONSI) for this assessment.

Yours truly,



Wayne I. Arakaki

---

Subj: testimony regarding Ho'okipa Beach Park parking lot paving EA  
Date: 2/14/2004 11:27:36 PM Eastern Standard Time  
From: "Surfridermaui@hawaii.rr.com" <surfridermaui@hawaii.rr.com>  
To: "Robert Halvorson" <Robert.Halvorson@co.maui.hi.us>  
County Dept of Parks and Recreation

Mahalo for this opportunity to offer comment on the plan to pave the east parking lot at Hookipa Beach Park on behalf of the Surfrider Foundation, Maui Chapter. The mission of Surfrider in part is to preserve and protect the quality of the near shore waters.

I read that the east parking lot at Hookipa will be paved and I have some concerns. Since this is a sensitive coastal area, and paving constitutes a hardening of the shoreline, the better practice would be to plant grass inbetween hollow tile similar to what was done recently with the Mama's Fish House east parking area.

It's better to find a native grass as non-native grasses have a shallow root system and allow undercutting and eventual caving in. If the surface were more porous through such a planting, less run off from cars would end up polluting our coastal ecosystem. And the county would have a gold star for environmental stewardship.

Mahalo  
Jan Roberson, MPA  
Maui Chapter Chair  
The Surfrider Foundation  
(808) 575-2716

LINDA LINGLE  
GOVERNOR OF HAWAII



GENEVIEVE SALMONSON  
DIRECTOR

STATE OF HAWAII  
OFFICE OF ENVIRONMENTAL QUALITY CONTROL

235 SOUTH BERETANIA STREET  
SUITE 702  
HONOLULU, HAWAII 96813  
TELEPHONE (808) 586-4185  
FACSIMILE (808) 586-4188  
E-mail: [oeqc@health.state.hi.us](mailto:oeqc@health.state.hi.us)

February 23, 2004

Mr. Robert Halvorson  
County of Maui, Department of Parks and Recreation  
700 Halia Nakoa Street, Unit 2  
Wailuku, Hawaii 96793

Mr. Wayne Arakaki, Engineer, LLC  
P.O. Box 884  
Wailuku, Hawaii 96793

Dear Messrs. Halvorson and Arakaki:

The Office of Environmental Quality Control has reviewed the draft environmental assessment for the Hookipa Park Improvements project, situated at Tax Map Key 2-5-04:25 in the judicial district of Makawao, and offers the following comments for your consideration.

1. *Cultural impact assessment.* Chapter 343, Hawaii Revised Statutes requires that the impacts of the proposed action to cultural resources and practices be assessed. This involves talking to those knowledgeable about contemporary cultural resources and practices (i.e., fishing, surfing, gathering, etc.) within the region encompassing the site. A cultural impact assessment is NOT the same as an archaeological survey under Chapter 6E, Hawaii Revised Statutes. For more information, please refer to the guidance on assessing cultural impacts found on our website at <http://www.state.hi.us/health/oeqc/index.html>.
2. *Environmental assessment format.* To be able to allow the public to systematically review this environmental assessment, we recommend that you follow the format set forth in our guidance on preparation of environmental assessment. This entails regrouping the information contained in your application under the following headings: (1) Project description; (2) Description of the Existing Environment; (3) Direct, Indirect and Cumulative Impact Analysis; (4) Mitigation Measures; (5) Alternatives; (6) Required Permits and Approvals; (7) Analysis of Significance; (8) Results of Early Consultation; (9) Maps and other Graphics; and (10) References.
3. *Use of glassphalt and native plants.* Please refer to our website above for recommended guidance on the use of glassphalt and landscaping with native xerophagic vegetation.

If there are any questions, please contact me at (808) 586-4185. Thank you for the opportunity to comment on this environmental assessment.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie Segundo".

Leslie Segundo  
Environmental Health Specialist

WAYNE I. ARAKAKI ENGINEER, LLC  
P.O. BOX 884  
WAILUKU, HAWAII 96793

Phone No. (808) 242-5868  
Phone No. (808) 244-8608  
Fax No. (808) 242-5865

---

March 23, 2004

Leslie Segundo  
State of Hawaii  
OEQC  
235 S. Beretania Street  
Suite 702  
Honolulu, HI. 96813

Dear Mr. Segundo:

Thank you for your letter of February 23, 2004 commenting on the draft environmental assessment for the Hookipa Park Improvements project situated at Tax Map Key 2-4-04:25 in the judicial district of Makawao.

In response to your offered comments, we submit the following responses:

1. Through on-site contact with frequenters to the shoreline park, we have received feed back on contemporary cultural impacts of the proposed parking improvements: Though not formerly deposed, residents of both neighboring and distant communities have indicated they will be pleased to see the parking improvements. There is no community immediately surrounding the site.

Although fishing and diving enthusiasts and old timers find they have to share the popular coast with wind surfers, a relatively recent development, they are happy to have the area available to them on calmer days with little or no wind.

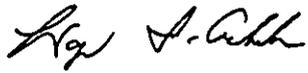
2. We have received a faxed copy of the Environmental Assessment format from your office. We will use this format when submitting the final assessment.

3. We take under advisement your recommendation to use glassphalt and native plants for the project.

Page 2  
March 23, 2004

Again, thank you for your comments. Should there be any other concerns you may have which we will need to address in the final assessment, please contact us.

Sincerely,



Wayne I. Arakaki, P.E.

Wayne I. Arakaki Engineer, LLC  
P.O. Box 884  
Walluku, Maui, Hawaii 96793

Ph No. (808) 242-5868  
Fax No. (808) 242-5865

December 30, 2003

Hookipa'a Park

TMK:(2) 2-5-04: 25  
Hana Highway, Pala, Maui, Hawaii

**Computation of Fee Schedule**

**Project Value** **\$120,000-**

The total estimated value is over \$120,000- The computations were the following:

**The filing fee has been paid, by Initial application.**

Please call me if you have any questions or problems at 242-5868.

Thank You

Wayne I. Arakaki, Engineer LLC

Mr. Michael W. Foley, Director  
Planning Department, County of Maui  
250 South High Street  
Wailuku, Maui, Hawaii 96793

December 30, 2003

Re: Application for SMA (Special Management Area) permit for  
Hookipa'a Park improvements for a parking lot TMK:(2) 2-5-04: 25  
Pala, Maui, Hawaii

Dear Mr. Foley,

We are applying for an SMA permit for the Hookipa'a Park improvement project. Attached are three (3) copies for this application. The County park is located along Hana Highway, Pala, Maui, Hawaii.

This is in compliance with Chapter 205A, Hawaii Revised Statutes, as amended.

We are submitting the following information.

- \* **Computations and Fees for Application**
- \* **Conceptual Plans for Parking Lot Expansion** Section 1
- \* **SMA permit application (minor)** Section 2
- \* **Project Assessment** Section 3
- \* **Letter of Authorization** Section 4  
(Contract documents for Engineering work)
- \* **Deed of Land Ownership & Metes and Bounds Description** Section 5
- \* **List of Owners and Lessees within 500 Feet of Project Site** Section 6

If requested we will submit full size blueprints and specifications for the proposed project.

Sincerely,

\_\_\_\_\_  
Wayne I. Arakaki Engineer, LLC.

WAYNE I. ARAKAKI, ENGINEER  
P.O. BOX 884  
WAILUKU, HAWAII 96793  
PHONE: 242-5868 FAX: 242-5865

December 30, 2003

Hookipa'a Park  
Special Use Permit Application  
Department of Parks and Recreation  
Planning and Development Division  
700 Hali'a Nakoia Street, Unit 2  
Wailuku, Maui, Hawaii 96793

TMK: II 2-5-04: 25

Construction Cost Estimate

The following is an approximate cost of improvements for the Parking Lot:

Description	Estimate Cost
Grading and Grubbing	\$8,000-
Base Course (Gravel sub grade)	\$10,000-
Fencing	\$7,000-
Pavement	\$65,000-
Stripping	\$6,000-
Irrigation System	\$10,000-
Landscaping	\$6,000-
Drainage System	\$8,000-
<hr/>	
Total Cost	\$120,000-

By: Wayne I. Arakaki  
Wayne I. Arakaki

General Contractor ABC -11912

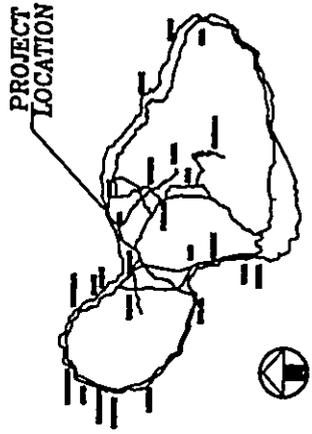
**CONCEPTUAL PLANS  
FOR PARKING LOT EXPANSION**

# HOOKIPA PARK IMPROVEMENTS

## PARKING LOT EXPANSION CONSTRUCTION PLANS

### FOR

TMK: (2) 2-5-04: 72  
JOB NO. P01/017



ISLAND OF MAUI

PREPARED BY:

**WAYNE I. ARAKAKI ENGINEER, LLC**  
CIVIL ENGINEERING and LAND PLANNING  
P.O. BOX 884 WAILUKU, MAUI, HAWAII 96783  
PH: 242-5868 FAX: 242-5865

PREPARED FOR:

**DEPARTMENT OF PARKS AND RECREATION**  
COUNTY OF MAUI  
WAILUKU, MAUI, HAWAII

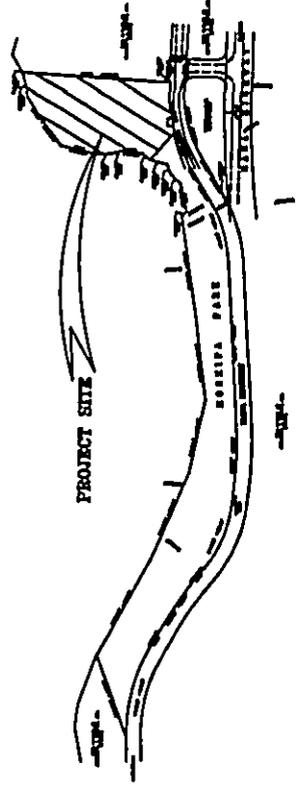


### INDEX

#### CONSTRUCTION PLANS

TITLE SHEET	
SITE PLAN	C-1
DETAILS	C-2
NOTES	C-3
LANDSCAPING PLAN	C-4
IRRIGATION PLAN	C-5
	C-6

O C E A N



LOCATION MAP

APPROVED:

DIRECTOR, DEPARTMENT OF PARKS & RECREATION  
COUNTY OF MAUI

DATE

MAR 2008  
MAY 2008  
JULY 2008  
MAY 2008  
JULY 2008  
MAY 2008  
JULY 2008











**SMA PERMIT  
APPLICATION (MINOR)**

**MAUI PLANNING COMMISSION  
SPECIAL MANAGEMENT AREA ASSESSMENT  
APPLICATION FOR AN EXEMPTED ACTION OR SMA MINOR PERMIT**

**INFORMATIONAL SHEET**

**SOURCE OF LEGAL AUTHORITY:  
CHAPTER 205A, HAWAII REVISED STATUTES (HRS), AS AMENDED**

The purpose of the Special Management Area (SMA) Assessment is to regulate any use, activity or operation that qualifies as a "DEVELOPMENT". This Assessment Application provides a means to preserve, protect and where possible, restore the natural resources of the Coastal Zone of Hawaii by establishing special controls on development within the areas along the shoreline so as to avoid the permanent loss of valuable resources and the foreclosure of land use and management options and insure that adequate public access is provided to beaches, recreational areas and natural preserves.

Upon submittal of an SMA Assessment Application, it will be reviewed for completeness. A completed application is reviewed by the Department of Planning for determination as to whether the DEVELOPMENT is exempt, requires an SMA Minor Permit, SMA Major Permit or SMA Emergency Permit.

"DEVELOPMENT" does not include the following:

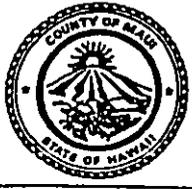
1. Construction of a single-family residence that is not part of a larger development;
2. Repair or maintenance of roads and highways within existing rights-of-way;
3. Routine maintenance dredging of existing streams, channels and drainage ways;
4. Repair and maintenance of underground utility lines, including, but not limited to water, sewer, power and telephone and minor appurtenant structures, such as, pad mounted transformers and sewer pump stations;
5. Zoning variances, except for height, density, parking and shoreline setback;
6. Repair, maintenance or interior alterations to existing structures;
7. Demolition or removal of structures, except those structures located on any historic site, as designated in national or state registers;

8. Use of any land for the purpose of cultivating, planting, growing, and harvesting plants, crops, trees, and other agricultural, horticultural, or forestry products or animal husbandry, or aquaculture or mariculture of plants or animals, or other agricultural purposes;
9. Transfer of title of land;
10. Creation or termination of easements, covenants, or other rights in structures of land;
11. Subdivision of land into lots greater than twenty (20) acres in size;
12. Subdivision of a parcel of land into four or fewer parcels when no associated construction activities are proposed; provided that any land which is so subdivided shall not thereafter qualify for this exception with respect to any subsequent subdivision of any of the resulting parcels;
13. Installation of underground utility lines and appurtenant aboveground fixtures less than four feet in height along existing corridors;
14. Structural and nonstructural improvements to existing single-family residences where otherwise permissible; and
15. Nonstructural improvements to existing commercial structures.

**PROVIDED** THAT WHENEVER THE AUTHORITY FINDS THAT ANY EXCLUDED USE, ACTIVITY, OR OPERATION MAY HAVE A CUMULATIVE IMPACT, OR A SIGNIFICANT ENVIRONMENTAL OR ECOLOGICAL EFFECT ON A SPECIAL MANAGEMENT AREA, THAT USE, ACTIVITY, OR OPERATION **SHALL BE DEFINED AS "DEVELOPMENT"** FOR THE PURPOSE OF THIS PART.

**DEVELOPMENT** projects which meet the following criteria may be issued an SMA Minor Permit:

1. Said project is a development;
2. Said project has a valuation not in excess of \$125,000;
3. Said project has no significant adverse environmental or ecological effect, taking into account potential cumulative effects; and
4. Said project is consistent with the objectives, policies and SMA guidelines set forth in the Hawaii Revised Statutes, Chapter 205A, and is consistent with the County General Plan and Zoning.



COUNTY OF MAUI  
DEPARTMENT OF PLANNING  
250 SOUTH HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
TELEPHONE: (808) 270-7735; FAX (808) 270-7634

**MAUI PLANNING COMMISSION SPECIAL MANAGEMENT AREA ASSESSMENT  
APPLICATION FOR AN  EXEMPTED ACTION (SM5) OR  A SMA MINOR PERMIT**

DATE: April 5, 2002

PERMIT TYPE: SMA Minor Permit PROJECT NAME: Hookipa'a Park

PROPOSED DEVELOPMENT: Parking Lot Expansion

TAX MAP KEY NO.: (2) 2-5-04:25 CPR/HPR NO.: N/A LAND AREA: 8.4 Acres

PROPERTY ADDRESS: Hana Highway, Paia, Maui, Hawaii

OWNER (PRINT): Dept. of Parks & Recreation PHONE:(B) \_\_\_\_\_ (H) \_\_\_\_\_

ADDRESS: 1580 Kaahumanu Avenue

CITY: Wailuku STATE: HI. ZIP CODE: 96793

OWNER SIGNATURE: \_\_\_\_\_

APPLICANT (PRINT) Department of Parks & Recreation

ADDRESS: 1580 Kaahumanu Avenue

CITY: Wailuku STATE: HI. ZIP CODE: 96793

PHONE (B): 270-7931 (H): 270-7230 FAX: 270-7162

APPLICANT SIGNATURE: \_\_\_\_\_

CONTACT NAME:(PRINT) Wayne I. Arakaki

ADDRESS: P.O. Box 884

CITY: Wailuku STATE: HI. ZIP CODE: 96793

PHONE (B): 242-5868 (H) \_\_\_\_\_ FAX: 242-5865

EXISTING USE OF PROPERTY: Used as a park for public recreation

CURRENT STATELAND USE DISTRICT BOUNDARY DESIGNATION: Conservation District

COMMUNITY PLAN DESIGNATION: Parks MAUI COUNTY ZONING DESIGNATION: Parks

OTHER SPECIAL DESIGNATIONS SMA Permit Application

BUILDING PERMIT APPLICATION(BPA) NO. N/A BPA VALUATION N/A

1. Evidence that the applicant is the owner or lessee of record of the real property.

**The property is owned by the County of Maui, and under the management of the Departments of Parks and Recreation.**

2. A notarized letter of authorization from the legal owner if the applicant is not the owner and evidence that the authorization is from the legal owner.

**This application is being processed by the Department of Parks and Recreation.**

3. The following uses and actions require compliance to Chapter 343, HRS, and the Environmental Impact Statement (EIS) Rules of the State Department of Health:

- a. Use of State or County lands or funds
- b. Use within Conservation District Lands
- c. Use within the Shoreline Setback Area
- d. Use within any Historic Site or District
- e. Amendments to a County General Plan except for those initiated by the County
- f. Reclassification of Conservation lands
- g. Construction or modification of helicopter facilities

PROVIDE DOCUMENTATION THAT THE SUBJECT PROJECT HAS COMPLIED WITH CHAPTER 343, HAWAII REVISED STATUTES (HRS), AND CHAPTER 200 ENVIRONMENTAL IMPACT STATEMENTS OF THE DEPARTMENT OF HEALTH, HAWAII ADMINISTRATIVE RULES. AS APPLICABLE, DOCUMENTATION MAY BE IN THE FORM OF A LETTER FROM AN ACCEPTING AUTHORITY THAT THE PROJECT QUALIFIES AS AN EXEMPT CLASS OF ACTION, A FINDING OF NO SIGNIFICANT IMPACT (FONSI) HAS BEEN PUBLISHED IN THE ENVIRONMENTAL BULLETIN OF THE OFFICE OF ENVIRONMENTAL QUALITY CONTROL (OEQC), OR THE FINAL ENVIRONMENTAL IMPACT STATEMENT HAS BEEN PUBLISHED IN THE ENVIRONMENTAL BULLETIN OF OEQC.

**This SMA minor permit application is being processed with the Department of Planning. The Environment Assessment will be submitted to the Office of Environmental Quality Control, State of Hawaii for review and approval.**

4. Two (2) copies of a written description of the proposed action including, but not limited to, the use, length, width, height, depth, building material and statement of objectives of the proposed action.

**Please see the attached written description of the proposed action. (2-copies)**

5. Two (2) copies of a Certified Shoreline Survey (one of which must be an original) if the land abuts the shoreline. The survey shall be the actual field location of the shoreline as prepared by a land surveyor registered in the State of Hawaii. The survey maps developed by the registered land surveyor shall bear the surveyor's signature and date of field survey and the certifying signature and date of the Chair of the Board of Land and Natural Resources.

**Please see the attached Certified Shoreline Survey. The proposed parking lot is located on the upper side of the Park and approximately 120 feet from the rocky shoreline.**

6. Verification of the valuation of the proposed action as estimated by an architect, engineer or contractor licensed by the Department of Commerce and Consumer Affairs, State of Hawaii, or verification of the valuation of the proposed action as estimated by the Administrator of the Land Use and Codes Administration, County of Maui. Valuation:

**The cost of construction improvements is \$120,000.00. Please see the attached construction cost.**

7. Two (2) copies of a plot plan of the land drawn to scale on which the proposed action is to occur.

**We have attached two (2) copies of the plot plan for the parking lot.**

8. Two (2) copies of a plan designating with dimensions the location of the proposed action on the land. If structures are included in the action, the plan of the development shall also show a dimensioned floor plan, sections, elevations and other physical features. **Said plans must be dated.**

**We have attached two (2) copies of the construction plan.**

9. Photographs identifying the area where the proposed action is to occur.

**We have taken photographs of the project site, please see the attached.**

10. Provide a written description of the anticipated impacts of the proposed action which addresses or describes the following:

- A. The environmental setting of the property that is the subject of the proposed action.

**The proposed parking improvements are located in Hookipa Beach Park in the Makawao District of Maui, Hawaii. Hana Highway is located on the mauka boundary of the park site. Hookipa Beach Park site is located on a sloped embankment. The proposed parking area expansion is located along the higher portion of the park and on the Hana side of the park.**

**Hookipa Park, has been used as a beach/picnic area with pavilions and restrooms. In its early years, the park was primarily used by fishermen, divers, and surfers. In recent years, surfers and windsurfers have dominated activities at the park, although fishermen, divers, and picnickers are still frequent visitors. The increase of people utilizing the park has increased the demand on existing facilities to exceed capacity levels. The proposed parking improvements will accommodate the increased demand on existing facilities with increased capacities.**

- B. An evaluation of the anticipated impacts of the proposal. The following shall be addressed in the written description:

(1) Does the proposed action adversely affect the quality of the environment and ecology (i.e., water, drainage, roadways, sensitive habitats, such as, wetlands and endangered species, noise, air quality, archaeological/cultural sites, etc.), as you evaluate the overall and cumulative effects of the proposed action?

## GEOGRAPHICAL CHARACTERISTICS.

The proposed project improvements are located on Hookipaa Beach Park. The existing parking site which is located on the Hana side of the park, is on a hill. It slopes in a South to North direction about a gentle slope. Approximately 50% of the area is paved and the rest of the site is grassed. All areas of the project site, is being used for parking. We are planning to paved and landscape the grassed areas.

### SOILS

According to the Soil Survey of Islands Kauai, Oahu, Maui, Molokai and Lanai, State of Hawaii by the U.S. Department of Agriculture Soil Conservation Service, 1972, the subject area consists of rRk, rock lands, and PcB, Paia Silty Clay.

The Paia series consists of well-drained soils generally located on uplands on the Island of Maui. These soils are developed in material weathered from basic igneous rock. They are gently to moderately sloping. Elevations range from nearly sea level to 1,000 feet. The annual rainfall amounts to 25 to 40 inches. The mean annual soil temperature is 73 degrees F.

Paia soils are geographically associated with Haliimaile, Keahua, and Molokai soils.

These soils are used for sugarcane. Small acreages are used for home sites. The natural vegetation consists of ilima, kiawe, lantana, Natal redtop, uhala and yellow foxtail.

### LAND USE TYPE.

The Detailed Land Classification - Island of Maui by the Land Study Bureau, University of Hawaii, L.S.B. Bulletin No.7, 1967, designated the site as A66i. This area has an overall "A" rating which indicates it is well suited for machine tillability and is non-stoney, deep, and well drained.

### FLORA AND FAUNA.

Vegetation in the subject parcel area is very sparse. It consists of iron wood pine, koa, lantana, and finger grass. These various species exist in surrounding parcels with very little on the subject parcel. No known endangered species was observed within the site or surrounding parcels. This land type is used for military installations, quarries, and urban development.

Wildlife within the subject parcel's vicinity are mainly birds such as doves, cardinals, mynahs, and finches. Mammals such as the small Indian Mongoose and mouse rats are common but few on the project site. There are no known endangered or threatened species of wildlife inhabiting the area.

### FLOOD AND TSUNAMI ZONE.

The subject parcels are located in an area that is designated as Zone C, being areas of minimal flooding. Data was provided by the Flood Insurance Rate Map (FIRM), effective June 1, 1981, prepared by the Federal Emergency Management Agency, Federal Insurance Administration. The proposed parking area is located in Zone C, an area of minimal flooding.

### EXISTING WATER SYSTEM

The water service is provided by the Department of Water Supply, County of Maui. A waterline from Kuau, Paia has been extended to the Hookipaa Park. This water line supplies water to a water tank. There it is gravity fed to a pumping system for the Park.

The new irrigation system will be connecting the existing water system. There is adequate water for this use.

#### EXISTING SEWER SYSTEM

The sewer service is provided by an individual waste water system. There are no County Sewer System for this area. The proposed parking lot will not be using the existing Sewer System. There are no plans for an additional restroom.

#### EXISTING DRAINAGE

The existing run off sheets flows in a South to North Direction. There is a low spot located at the North side of the proposed parking. We will be installing a dry well at this location to control the increase of run off due to parking lot expansion. There are no major flooding problems located at this site.

#### EXISTING SOLID WASTE DISPOSAL

The County of Maui, provides trash removal for the Hookipaa Park. The expansion of the parking lot will not increase the amount of trash that is being generated by the Park users. As stated earlier, the grassed areas, will be paved, which is currently being used for over flow parking.

#### ELECTRICAL AND TELEPHONE SYSTEM

There will be no overhead lights or telephone service for the parking lot expansion.

#### RECREATIONAL, EDUCATIONAL AND HEALTH CARE FACILITIES

The proposed parking expansion will not have an impact on the educational and health care facilities. The increase of parking will provide support for the recreational use of the Park. The improvements for the existing parking area, will provide for the handicapped park user. Currently there are no parking spaces for the handicapped.

#### EXISTING TRAFFIC

The proposed improvements will not change the existing traffic to the Park. It will provide additional parking and upgrade the existing paved parking lot. The existing traffic may decrease if additional parking is being provided. Park users at times will circle around the Park to find parking. This would increase the flow of traffic during heavy use of the Park.

(2) What is the expected primary and secondary consequences of each phase of a proposed action and its cumulative and short or long-term effects? A proposed action may have a significant adverse effect on the environment if the following applies:

(a) Does the action involve an irrevocable commitment to loss or destruction of any natural or cultural resource?

**The proposed improvements will take place on previously graded lands, therefore it is unlikely that any archaeological remains will be found onsite. In the event that any remains are found during construction, all work will cease and the State Historic Preservation Office will be notified. There will be a monitoring plan submitted to the State Historic Preservation for review and approval.**

- (b) Does the action significantly curtail the range of beneficial uses of the environment?

**The proposed project is not expected to make any negative environmental contributions and will in fact, contribute significantly in improving the existing site and facilities. The proposed improvements will expand the existing parking, and improve the drainage within the area.**

- (c) Does the action conflict with the county's or the state's long-term environmental policies or goals (i.e., State Plan, and County General Plan and Community Plans) ?

**The proposed development is consistent with the Environmental Policies established in Chapter 344 HRS, and the National Environmental Policy Act.**

- (d) Does the action substantially affect the economic or social welfare and activities of the community, County, or State?

**The proposed project will be of direct social benefit by improving the heavily utilized park grounds. The proposed improvements will provide a safer, more convenient, and aesthetically pleasing facility which is presently considered the windsurfing center of the world. The additional parking will offer better circulation, safety, and capacity.**

- (e) Does the action involve substantial secondary impacts, such as, population changes (increase/decrease) and increased effects on public facilities, streets, drainage, sewage, and water systems and pedestrian walkways (increased needs and deficiencies)?

**The proposed parking lots expansion will not involve substantial secondary impacts. There will be no increase or decrease of population due to the proposed improvements. This relates to a 'no effect' on public facilities, streets, drainage, sewage and water system.**

- (f) In itself, the proposed action may have no significant adverse effects but cumulatively does it have considerable effect upon the environment (i.e., increased traffic and deficiencies in services) or involve a commitment for larger actions (i.e., more public infrastructure, such as, roads, waterlines, sewers, etc.)?

**The proposed improvements consists of improvements to infrastructure and utilities on site. These improvements are not expected to have any impact on offsite infrastructure or utilities however onsite benefits from the proposed improvements will be significant for the Park. Drainage, traffic, parking, safety and aesthetics will all benefit.**

- (g) Does the proposed action substantially affect a rare, threatened or endangered species of animal or plant, or its habitat (i.e., wetlands)?

**No rare or endangered species of flora or fauna were observed on the park site, nor is it likely that the park site serves as a habitat for any endangered species. The project site is heavily used and is barren except for some grass,**

ornamental trees, and some weedy grasses and shrubs mauka for the park road. Avifauna and feral animals are likely to forage the area for park user discards and trash.

- (h) Is the proposed action contrary to the State Plan, County's General Plan, appropriate Community Plans, zoning and subdivision ordinances?

**According to the Pala-Haiku Community Plan the property is identified for Park use. The State Land Classification is designated as "Conservation". The present zoning is "Parks" use.**

- (i) Is the proposed action detrimental to air or water quality or ambient noise levels?

**The proposed parking lot will not be detrimental to air or water quality or create any level of noise. Because of the lack of parking stalls, vehicles are left along the road side and grassed areas of the Park. The added parking will provide the proper location of vehicles and minimize the negative effect of street parking.**

- (j) Does the proposed action affect an environmentally sensitive area, such as, flood plain, shoreline, tsunami zone, erosion-prone area, geologically hazardous land, estuary, fresh waters, or coastal waters?

**The current flood insurance rate map for the area indicates the property is within Flood Zone C and V12. The project area where the parking lot is being proposed is in Zone 'C', an area of minimal flooding. Please note that the existing drainage patterns will remain the same. There will be no adverse effects due to runoff on adjoining and downstream properties.**

- (k) Does the proposed action substantially alter natural land forms (i.e., cut and fill) and existing public views to and along the shoreline?

**The proposed parking site is located in an area that has been previously graded. It is presently being used for over flow parking. The scope of improvements will include grubbing this area and paving. The cut and fill for this project is very minimal to none. Based on this plan the existing public views to and along the shoreline will not be affected.**

- (l) Is the proposed action contrary to the objectives and policies of Chapter 205A, HRS?

**The objectives and policies of Chapter 205A, HRS does not conflict with the proposed parking lot improvements. The subject property is located within the "Conservation District" and is classified as "Conservation. The existing Park use is compatible with the State Land Use classification. The Park requires additional parking because of its extensive use. The proposed parking improvements, is necessary for continued use of this recreational area.**

C. Alternatives to the proposed action.

**No alternatives other than the "no action" alternative were considered. No action would result in the continued wear and decline of the existing park site and facilities. This has been deemed unacceptable, and possibly unsafe in some cases, therefore expansion improvements to support the Park is required.**

D. Mitigating measures proposed to minimize impacts.

**Short-term impacts, beneficial and adverse, generally result from construction related activities. Consequently, these impacts are of short duration and should not last longer than the duration of the construction. Long-term impacts, beneficial and adverse, generally result from the implementation of the proposed action. Construction of the proposed improvements will have beneficial long-term impacts. The short-term impact will be determined largely by the construction method to be utilized and the time of day and days of the week construction is performed. Some grading will be required to accommodate the parking paving. This grading is limited to existing grade of the site, which will not involve significant quantities of earth work. Standard mitigations will be implemented to prevent runoff during the construction period. (BMP or Best Management Practices) The proposed improvements will have little impact on the existing traffic. Also, most of the work is expected to be conducted during weekdays when park use is low.**

E. An irreversible and irretrievable commitment of resources.

**There are no irreversible and irretrievable commitment of resources. The existing site is currently being used as overflow parking area. The property will be improved as a paved parking lot, which will continue to be used for the Park. There are no adverse effects on the adjoining properties, if this use is continued.**

11. **Non-refundable filing fee, payable to the County of Maui, Director of Finance, based on the following:**

<u>Total Valuation</u>		<u>Fee</u>
\$0.00	to \$10,000	\$ 50
\$10,001	to \$125,000	\$100
\$125,001 and up		\$150
Additional review Required by changes, Additions, or revisions		\$ 50

**This project is developed and owned by the County of Maui, Department of Parks and Recreation.**

12. **Any other information and documentation required by the Department of Planning to properly process the application.**

**Additional information upon request.**

## **DETERMINATION, FINDINGS AND REASONS FOR SUPPORTING DETERMINATION**

### **SIGNIFICANCE CRITERIA**

According to the Department of Health Rules (11-200-12), an applicant or agency must determine whether an action may have a significant impact on the environment, including all phases of the project, its expected consequences both primary and secondary, its cumulative impact with other projects, and its short and long-term effects. In making the determination, the Rules establish "Significance Criteria" to be used as a basis for identifying whether significant environmental impact will occur. According to the Rules, an action shall be determined to have a significant impact on the environment if it meets any one of the following criteria.

#### **A. Involves an irrevocable commitment to loss or destruction of any natural or cultural resources;**

The proposed project will not impact scenic views of the ocean or any ridge lines in the area. The visual character of the area *will change from the temporary grassed parking area to a paved one with landscaping* which is compatible with the surrounding land use plans of this area. Development of the parking area will follow established design standards to ensure the safe conveyance and discharge of storm runoff.

As previously noted, no significant archaeological or historical sites are known to exist within the project site. Should any archaeological significant artifacts, bones or other indicators of previously onsite activity be uncovered during the construction phases of development, their treatment will be conducted in strict compliance with the requirements of the Department of Land and Natural Resources.

#### **B. Curtails the range of beneficial uses of the environment;**

Although the subject project is zoned for parks use, the parcels adjoining this property is under agricultural use. To return the site to agricultural use is not practical from both an environmental, social and economic perspective.

#### **C. Conflict with the State's long-term environmental policies or goals and guidelines as expressed in Chapter 344, HRS; and any revisions thereof and amendments thereto, court decisions, or executive orders;**

The proposed development is consistent with the Environmental Policies established in Chapter 344, HRS, and the National Environmental Policy Act.

#### **D. Substantially affects the economic or social are of the community or state;**

The proposed project will provide a significant contribution to Maui's future population by providing additional resources to "live and work in harmony" in a high quality living environment. The proposed project improvement is designed to support the economic and social welfare of the community and will not negatively or significantly alter existing residential areas, nor will unplanned population growth or its distribution be stimulated. The project's development is responding to projected population growth rather than contributing to new population growth.

#### **E. Substantially affects public health;**

Impacts to public health may be affected by air, noise and water quality impacts, however, these will be insignificant or not detectable, especially when weighed against the positive economic, social and quality of life implications associated with the project. Overall, air, noise and traffic impacts will be significantly positive in terms of public health as compared to the "no action" alternative.

**F. Involves substantial secondary impacts, such as population changes or effects on public facilities;**

Existing and planned commercial/residential development projects within Maui community will contribute to a future population growth rate that will require expansion of public and private facilities and services. These improvements will become necessary as the overall population of growth. However, the proposed project (parking expansion) will not in itself generate new population growth, but provide needed support of the area's present and future population.

In addition, new employment opportunities will generate new sources of direct and indirect revenue for individuals and the Maui County by providing both temporary and long term employment opportunities during construction period. Indirect employment in a wide range of service related industries will also be created from construction during project development. Long term employment, will be to maintain the expanded parking area.

**G. Involves a substantial degradation of environmental quality;**

The proposed development will improve the existing parking lot. There will be drainage improvements and the addition of urban landscaping will significantly mitigate the visual impact of the development as viewed from outside the site while the overall design will increase open space.

Makai views from the subject property are available. The proposed parking improvements are being completed to enhance these ocean views. The parking lot expansion and improvements, will allow additional park users to enjoy the ocean views and access to the shoreline.

**H. Individually limited but cumulatively has considerable effect on the environment, involves a commitment for larger actions;**

By planning now to address the future needs of the community and the State, the Hookipa'a Park Improvements is consistent with the long term plans for the Maui community. No views will be obstructed or be visually incompatible with the surrounding area.

**I. Substantially affects rare, threatened or endangered species of its habitat;**

No endangered plant or animal species are located within the proposed project site.

**J. Detrimentially affect air or water quality or ambient noise levels;**

Any possible impact to near shore ecosystems resulting from surface runoff, will be mitigated by the establishment of on-site retention basins during the construction phases of development. After development, with the use of the new drainage system, there will be no negative impact to the ecosystem.

**K. Affects or is likely to suffer damage by being located in an environmentally sensitive area such as flood plains, tsunami zone, beach erosion-prone area, geologically hazardous land, estuary, fresh water, or coastal waters;**

Development of the property is compatible with the above criteria since there are not environmentally sensitive areas associated with the project and physical character of the project site which has been previously distributed by construction of the existing parking lot. As such, the property no longer reflects a "natural environment". Shoreline and adjoining parcels will not be impacted by the development.

**L. Substantially affects scenic vistas and view planes identified in county or state plans or studies;**

Due to topographic characteristics of the site and the location of the parking area, views of the area to be developed are generally not significant from Hana Highway. The majority of the proposed project will be visible from Hookipa'a access road.

**M. Requires substantial energy consumption;**

The location of the proposed project is located in Maui's major recreational areas. The parking improvements and expansion will reduce traffic congestion and energy consumption. During heavy use of the Hookipa'a Park, parking is a problem. Vehicles circle the Park access road until parking is available, which consumes energy and patience. By providing additional parking this problem will be eliminated. Construction of the proposed project will not require substantial energy consumption relative to other similar projects.

**CONCLUSION:**

**The project will not result in any adverse environmental impacts. Based on the findings, it is concluded that the proposed action will not result in any significant impacts. An Environmental Impact Statement (EIS) is not required.**

**COUNTY OF MAUI  
DEPARTMENT OF PLANNING  
ZONING AND FLOOD CONFIRMATION REQUEST FORM**

APPLICANT: Dept. of Parks & Recreation TELEPHONE: 270-7931

ADDRESS: 1580 Kaahumanu Avenue, Wailuku, HI. 96793

PROJECT NAME: Hookipaa Park

ADDRESS AND/OR LOCATION: Hana Highway, Paia, HI.

TMK: NUMBER(S): (2) 2-5-04:25

**ZONING INFORMATION**

STATE LAND USE Conservation District COMMUNITY PLAN Parks  
COUNTY ZONING Parks

**FLOOD INFORMATION**

FLOOD HAZARD AREA \* ZONE Por of "C" (parking area)

BASE FLOOD ELEVATION -- MEAN SEA LEVEL, 1929 NATIONAL GEODETIC  
VERTICAL DATUM OR FOR FLOOD ZONE AO, FLOOD DEPTH -- FEET.

FLOODWAY [ ]Yes [X]No

FLOOD DEVELOPMENT PERMIT IS REQUIRED [ ]Yes [X]No

\* For FLOOD HAZARD AREA ZONES B OR C; A FLOOD DEVELOPMENT PERMIT would be required if any work is done in any drainage facility or stream area that would reduce the capacity of the drainage facility, river, or stream, or adversely affect downstream property.

\*\*\*\*\*

**FOR COUNTY USE ONLY**

REMARKS/COMMENTS: \_\_\_\_\_

- Additional information required.
- Information submitted is correct.
- Correction has been made and initialed.

REVIEWED AND CONFIRMED BY: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
ZONING ADMINISTRATION AND ENFORCEMENT DIVISION

\_\_\_\_\_  
DATE

ADDITIONAL INFORMATION FOR  
PROJECT ASSESSMENT  
LOCATION MAPS,  
PICTURES,  
DRAINAGE REPORT,  
SOIL EROSION

LOCATION MAPS

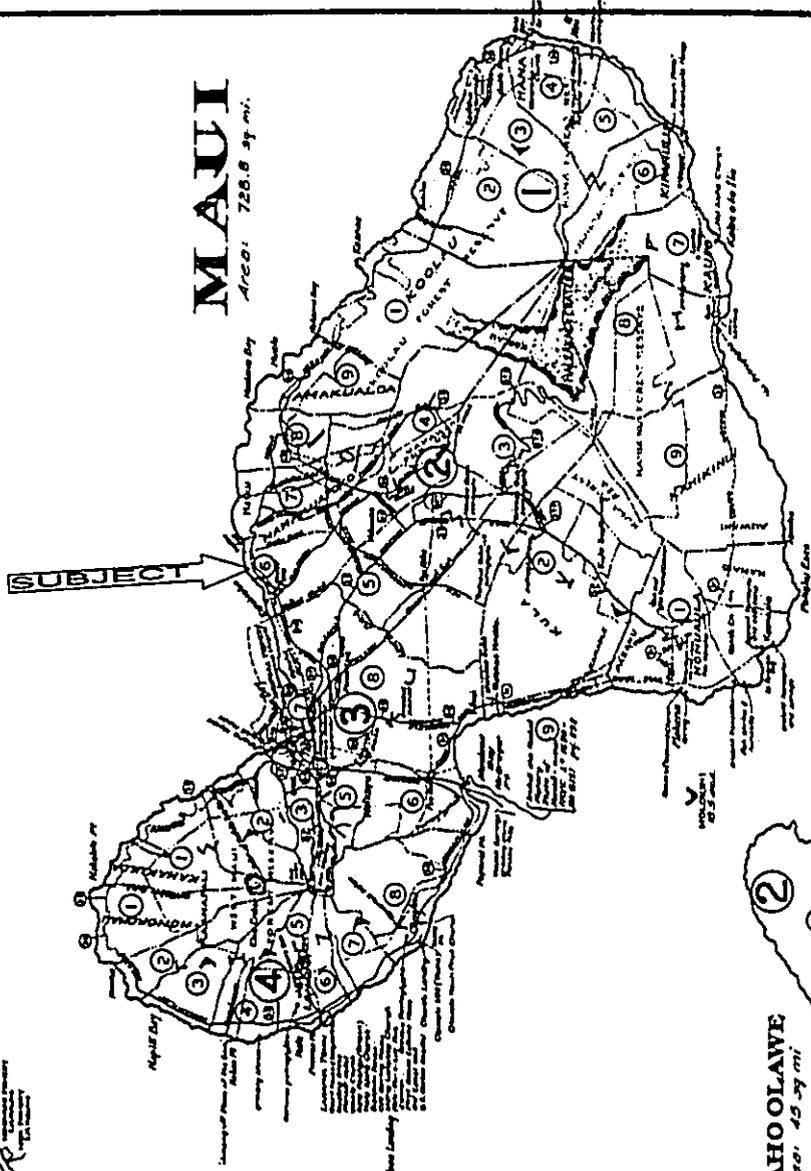
### MOLOKAI

Area: 261.1 sq. mi.



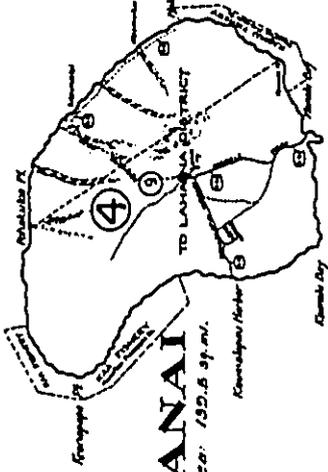
### MAUI

Area: 728.8 sq. mi.



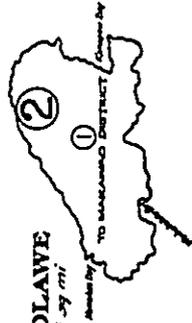
### LANAI

Area: 135.6 sq. mi.



### KAHOOLAWE

Area: 45 sq. mi.



NAVIGATION MAPS BUREAU  
TELETYPE UNIT  
TAX MAP  
2 ND. DIVISION  
CONTAINING 6 ZONES  
Scale 1 in. = 15,000 ft.

ADVANCE SHEET  
SUBJECT TO CHANGE





TAXATION MAPS  
 BUREAU OF LANDS  
 TERRITORY OF PANGASINAN  
 TAX MAP  
 SECOND DIVISION  
 ZONE 3 SEC. 5

SUNGAY TO CHANGA

Part of N.A. Co. LTD. PARACALAN, PANGASINAN

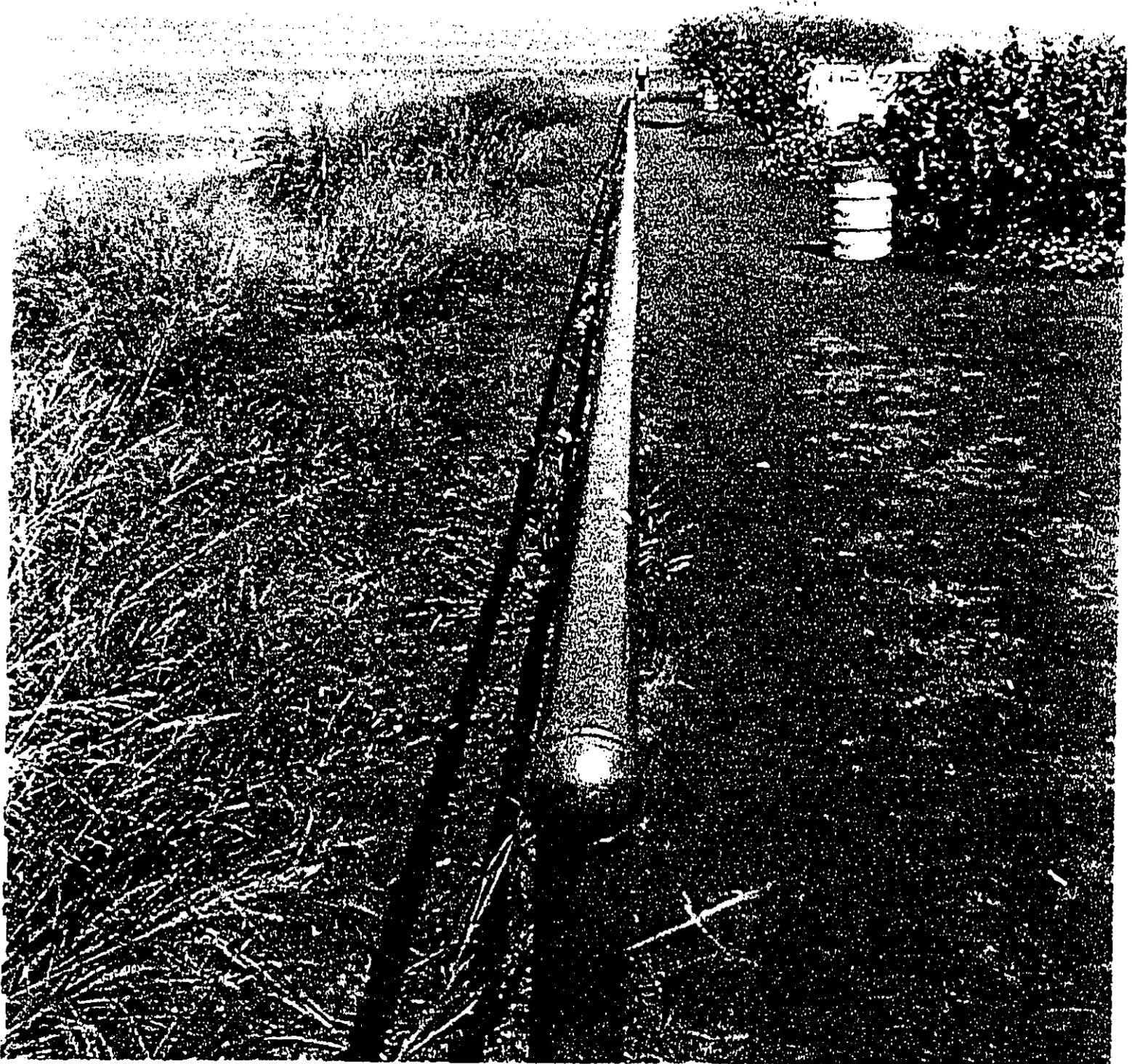


PICTURES

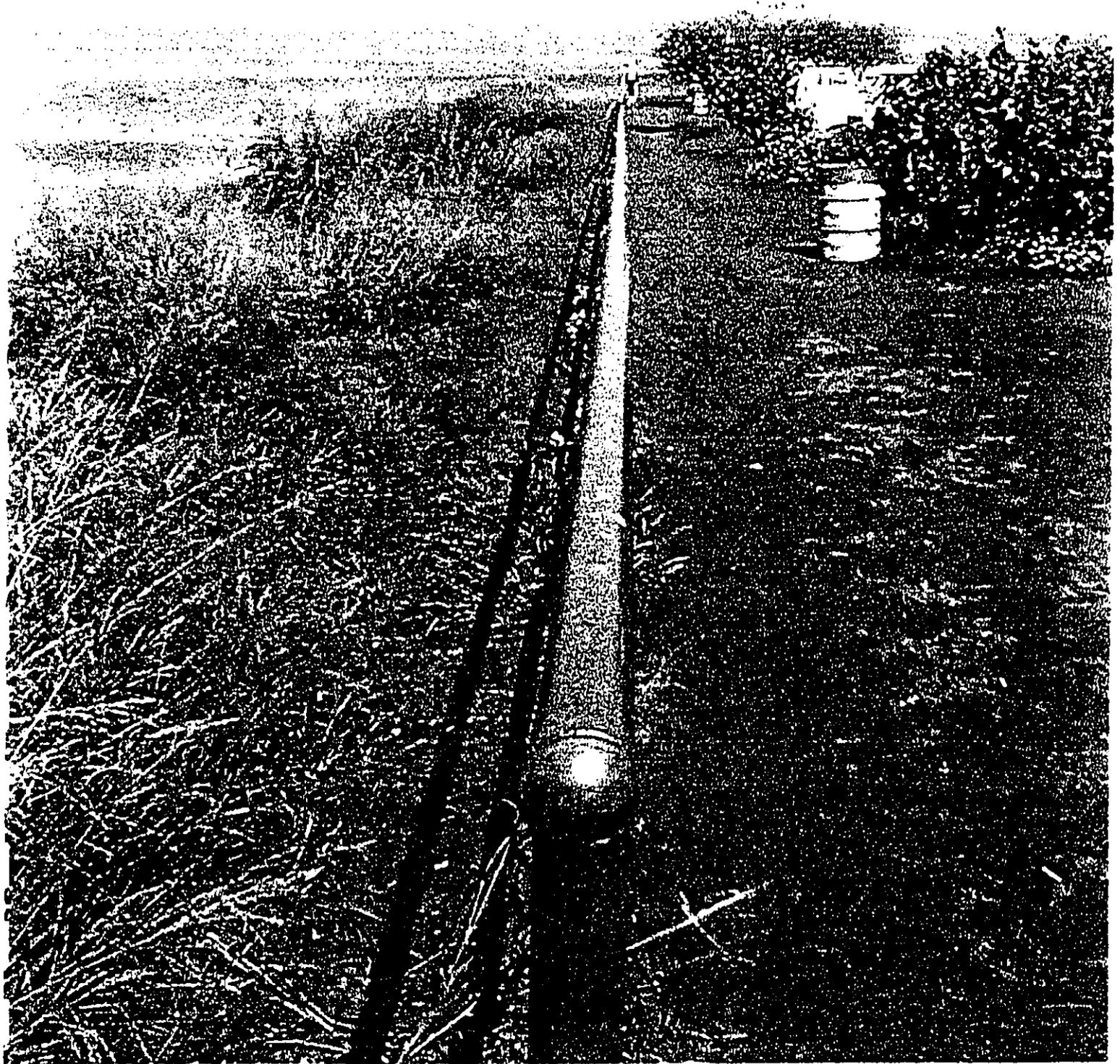
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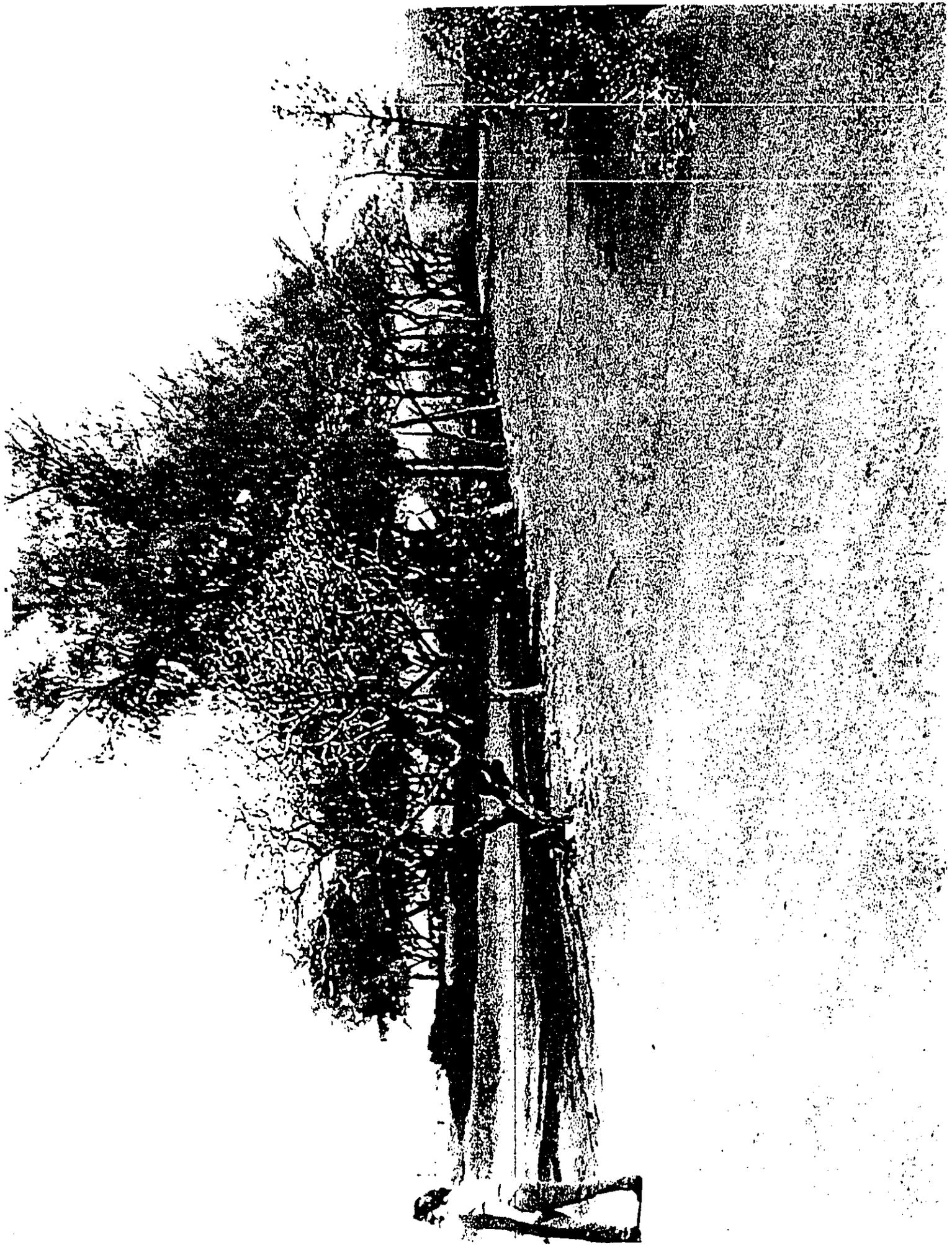
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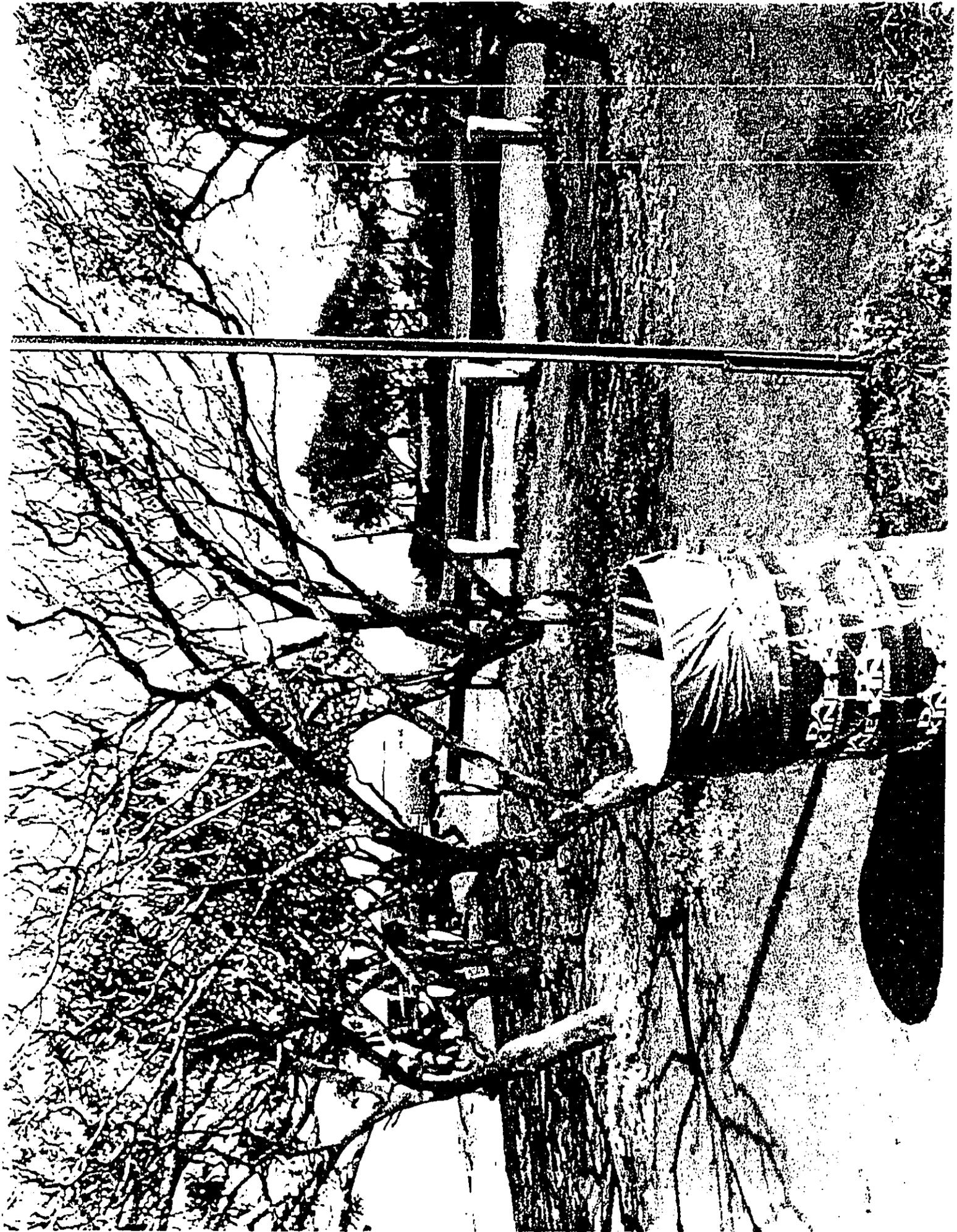
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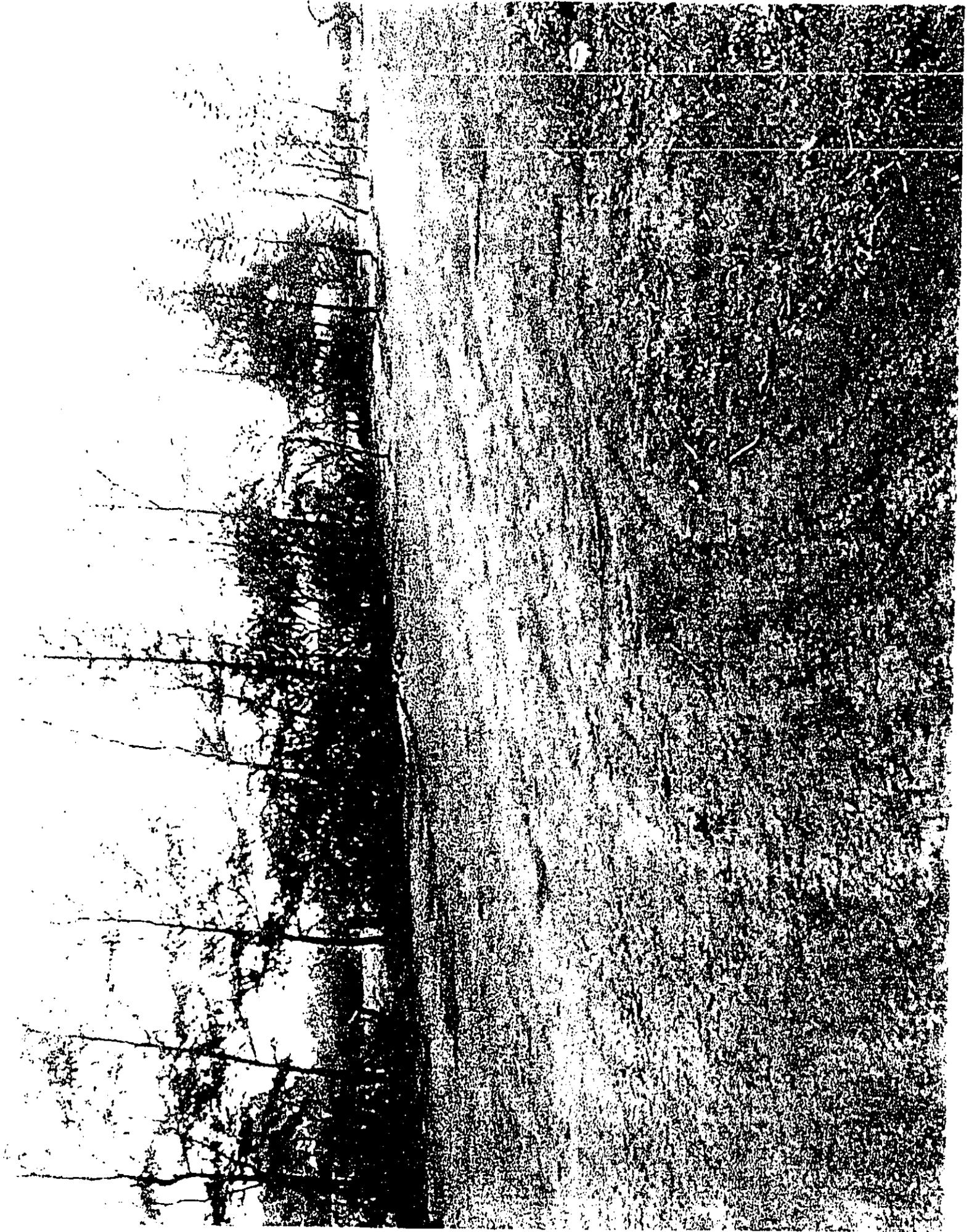
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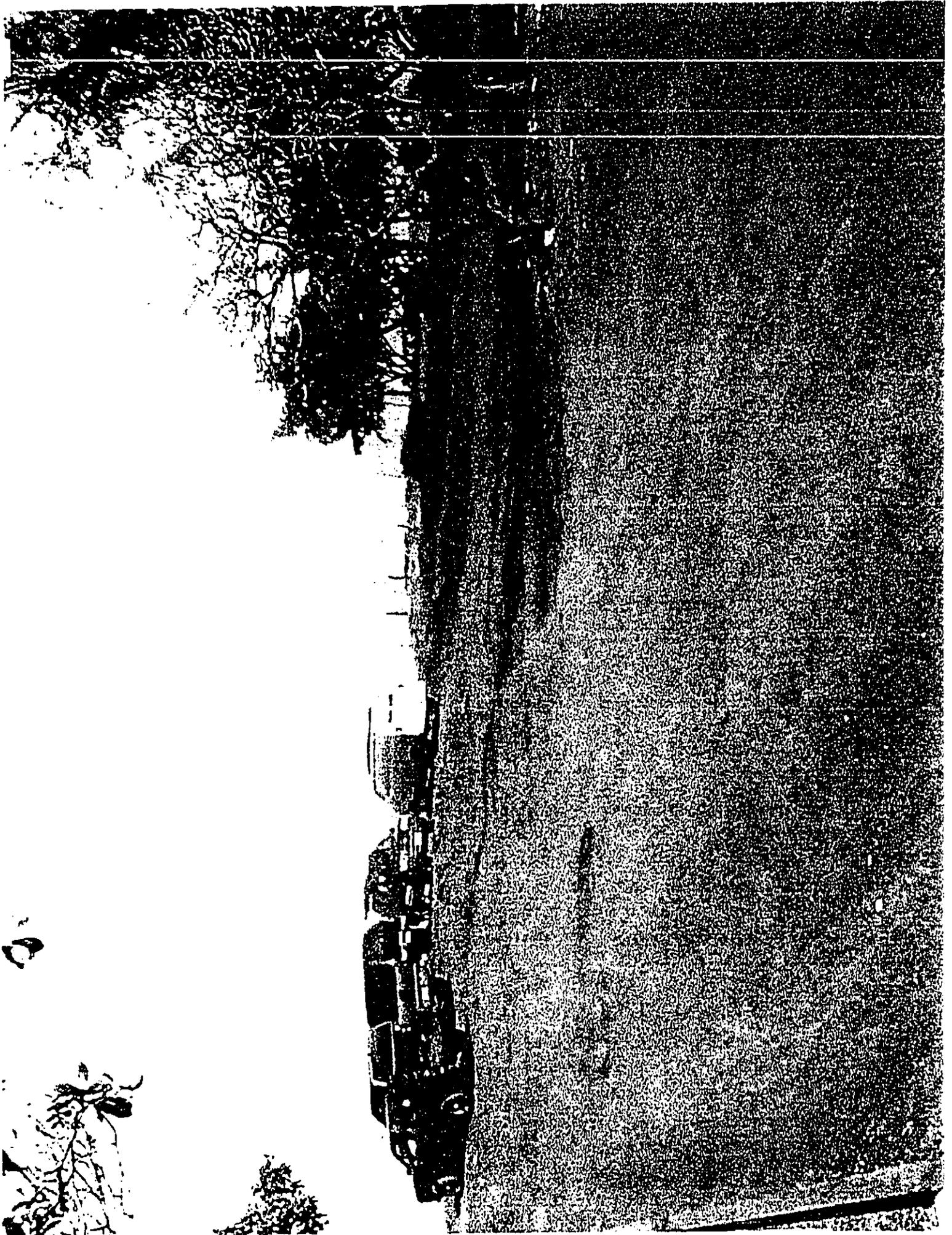
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DRAINAGE REPORT

PRELIMINARY  
DRAINAGE REPORT  
FOR

Hookipa'a Park

TMK: (2) 2-5-04: 25

PREPARED FOR:

Department of Parks and Playgrounds  
1580 Kaahumanu Ave.  
Wailuku, Maui, Hawaii 96793

PREPARED BY:

WAYNE I. ARAKAKI ENGINEER, LLC  
P.O. BOX 884  
WAILUKU, HAWAII 96793

JUNE 2002



## INTRODUCTION

This report has been prepared to evaluate the onsite runoff for the subject parcel. A portion of the project site will be paved for a parking lot expansion.

## PROPOSED PROJECT

### A. Location

The proposed project is located at Hookipa'a Beach Park located off Hana Highway on Maui. The beach park is on the northern most section of the Makawao District and between Lower Main Street and Maliko Gulch.

### B. Project Description

The project improvements will include the following, expansion of the existing parking area, landscaping, a drainage system, sidewalks, and a new aluminum railing. The proposed improvements will also comply with the ADA requirements, such as handicap parking.

## EXISTING CONDITIONS

### A. Drainage

The existing runoff sheets flows in a South to North Direction. There is a low spot located at the North side of the proposed parking lot, before runoff flows on to the shoreline, then into the ocean. There are no major flooding problems located at the project site.

### B. Flood and Tsunami Zone

According to data from the Flood Insurance Rate Map (FIRM), effective June 1, 1981, prepared by the Federal Emergency Management Agency, Federal Insurance Administration, the subject parcel is located in an area minimal flooding. Flood zone hazard 'C'. Please see the attached flood zoning map.

## HYDROLOGY CALCULATIONS

The hydrologic calculations are based on the "Drainage Master Plan for the County of Maui", and the "Rainfall Frequency Atlas of the Hawaiian Islands", Technical Paper No. 43, U.S. Department of Commerce, Weather Bureau.

Rational Formula Used:  $Q = CIA$

Where

Q = rate of flow  
A = area (acres)  
I = rainfall intensity for a duration equal to time of concentration (in./hr.)  
C = runoff coefficient

## DETERMINATION OF RUNOFF

Existing conditions

### Runoff Coefficient "C"

Infiltration	Slow	0.14
Relief	Flat	0.00
Vegetal Cover	Poor	0.05
Development	Agricultural	<u>0.15</u>
		0.34

### Area of Drainage Basin

Subject Parcel

Area	=	0.514 acres
Elevation High	=	109 feet assume elevation
Elevation Low	=	99 feet
Length	=	280 feet
Slope	=	3.5% = 0.0357

Rainfall Intensity (in./hr.)

50 year 1 hour rainfall = 2.6 inches

"I" = 5.0 in./hr.

Q = CIA

Q = (0.34) (5.0) (0.514)

Q = 0.87 cfs existing runoff before parking expansion.

Developed conditions

Runoff Coefficient 'C'

Infiltration	Slow	0.14
Relief	Flat	0.00
Vegetal Cover	Good	0.03
Development	Agricultural	<u>0.15</u>
		0.32

Area of Drainage Basin

Area = 0.514 acres

Elevation High = 109 feet assume

Elevation Low = 99 feet

Length = 280 feet

Slope = 3.57% = 0.035

Rainfall Intensity (in./hr.)

50 year 1 hour = 2.6 inches

"I" = 5.0 in./hr.

Q = CIA

Q = (0.32) (5.0) (0.514)

Q = 0.82 cfs runoff due to development.

Total approximate increase of runoff due to development.  
0.87 - 0.82 = 0.05 cfs

## CONCLUSION

The proposed parking lot expansion will decrease the amount of runoff due to development. The reason for this, is that a drainage system will be installed to lesson the runoff flowing into the ocean. Also, landscaping will be planted which will help runoff percolate into the ground and retain runoff. Presently, the existing property is barren with no grass cover with a few trees.

It is in my opinion that the proposed improvements, will not have any adverse effects on adjoining properties. This area does not have any drainage problems.

Table 1

GUIDE FOR THE DETERMINATION OF RUNOFF COEFFICIENTS FOR BUILT-UP AREAS\*

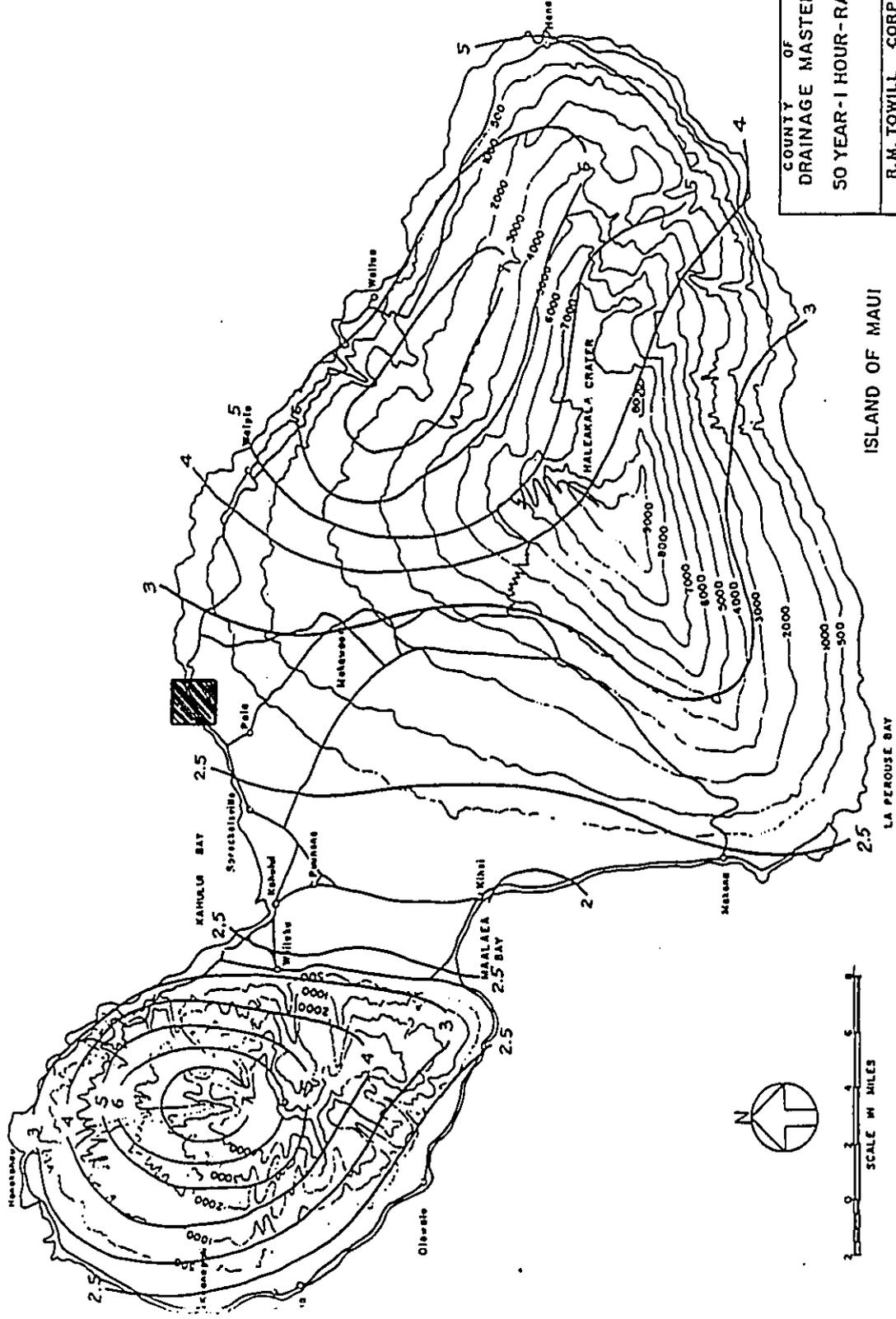
WATERSHED CHARACTERISTICS	EXTREME	HIGH	MODERATE	LOW
INFILTRATION	NEGLIGIBLE 0.20	SLOW 0.14	MEDIUM 0.07	HIGH 0.0
RELIEF	STEEP (> 25%) 0.08	HILLY (15-25%) 0.06	ROLLING (5-15%) 0.03	FLAT (0-5%) 0.0
VEGETAL COVER	NONE 0.07	POOR (< 10%) 0.05	GOOD (10-50%) 0.03	HIGH (50-90%) 0.0
DEVELOPMENT TYPE	INDUSTRIAL & BUSINESS 0.55	HOTEL-APARTMENT 0.45	RESIDENTIAL 0.40	AGRICULTURAL 0.15

\*NOTE: The design coefficient "C" must result from a total of the values for all four watershed characteristics of the site.

Table 2

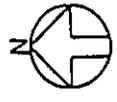
RUNOFF COEFFICIENTS

Type of Drainage Area	Runoff Coefficient C
Parks, cemeteries	0.25
Playgrounds	0.35
Railroad yard areas	0.40
Unimproved areas	0.30
Streets:	
Asphaltic	0.95
Concrete	0.95
Brick	0.85
Driveway and walks	0.85
Roofs	0.95
Lawns:	
Sandy soil, flat, 2%	0.10
Sandy soil, avg., 2-7%	0.15
Sandy soil, steep, 7%	0.20
Heavy soil, flat, 2%	0.17
Heavy soil, avg., 2-7%	0.22
Heavy soil, steep, 7%	0.35



COUNTY OF MAUI  
 DRAINAGE MASTER PLAN  
 50 YEAR-1 HOUR-RAINFALL  
 R. M. TOWILL CORPORATION  
 CIVIL ENGINEERS - SURVEYORS

ISLAND OF MAUI



SCALE IN MILES  
 0 1 2 3 4 5

PLATE 7

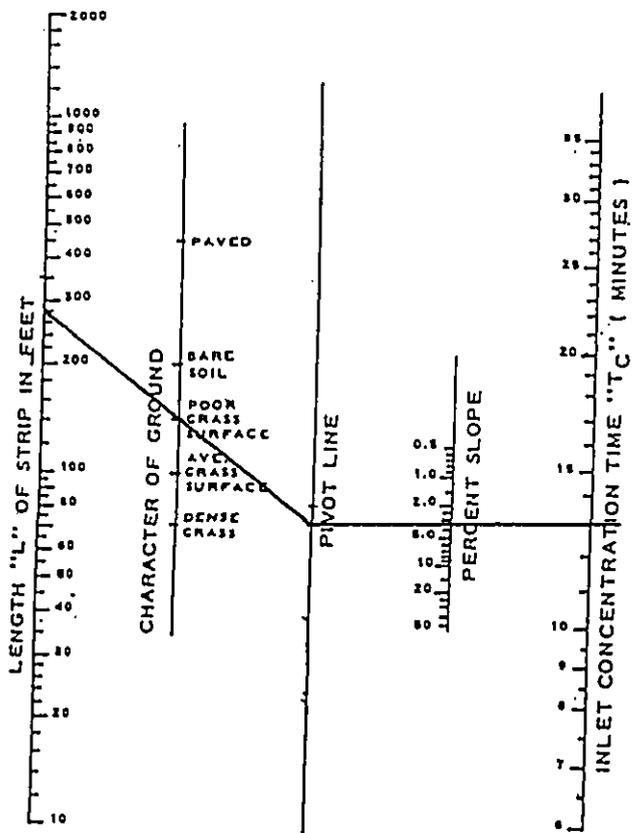


Plate 1  
Overland  
Flow  
Chart

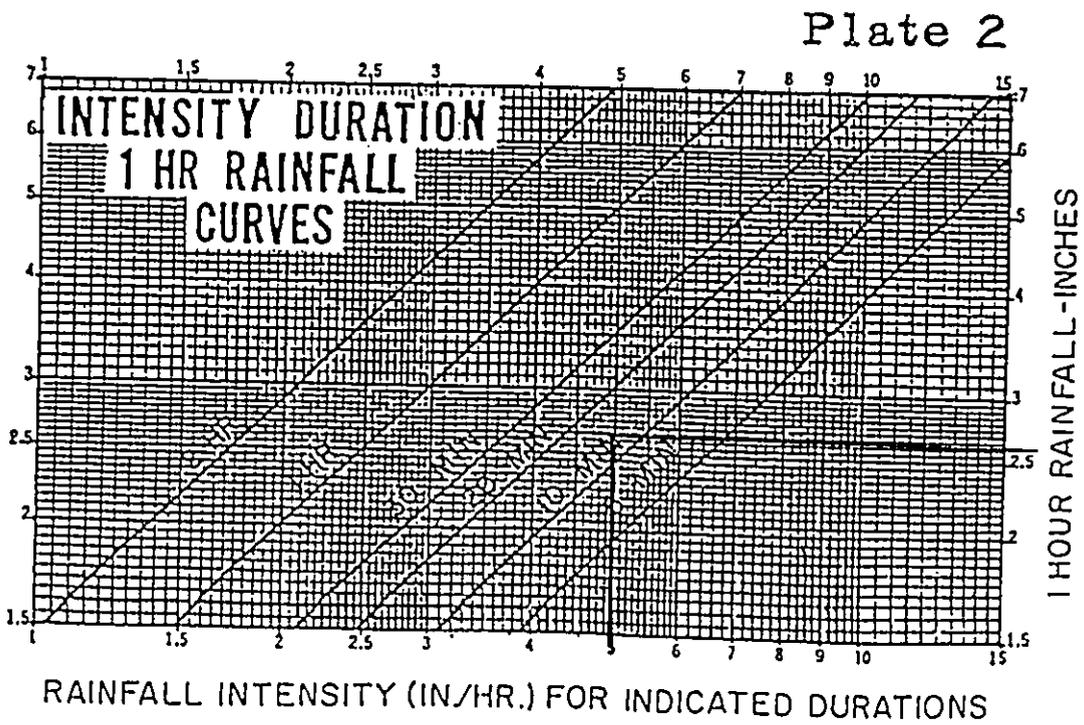
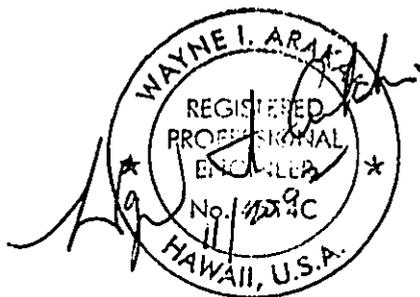


Plate 2

SOIL EROSION

SOIL EROSION CONTROL REPORT  
UNIVERSAL SOIL LOSS  
EQUATION CALCULATION

Prepared for  
Department of Parks and Playgrounds  
Wailuku, Maui, Hawaii



PREPARED BY  
WAYNE I. ARAKAKI ENGINEER, LLC  
P.O. BOX 884  
WAILUKU, MAUI, HAWAII 96793

Date: November 2002

HESL ANALYSIS  
UNIVERSITY SOIL LOSS EQUATION

These equations compute theoretical soil movement under water erosion conditions. This movement does not necessarily conclude that the soil is lost to the site, only that it is transported an incremental distance by the erosive forces.

$$\text{HESL EQN } E = RKLSCP \quad (\text{Ref. (6), Sec. 24-1.2 (K)})$$

WHERE	E	=	Soil loss in tons/acre/yr.
	R	=	Rainfall for erosion in tons/ac./yr.
	K	=	Soil erodibility factor, no. dimension.
	L	=	Slope length in feet.
	S	=	Slope in percent.
	LS	=	Slope factor for eqn., no dimension.
	C	=	Crop management factor, no dimension.
	P	=	Erosion control practice factor, no dimension.

Factors for equation are developed from ref. (1).

R: (Plate M7-L-22937-4, sht 2 of 2), estimated = 190

K: Soil series from ref. (3), Pl. (Soil factor) = 0.20

L: Slope length in predominant direction of overland runoff.  
L factor = 280 ft

Overall elevation change across site.

$$\begin{aligned} \text{V factor} &= (\text{Assume elevation}) \\ \text{S factor} &= \left( \left( \frac{10}{280} \right) * 100 \right) = 3.57\% \end{aligned}$$

LS: Ref (1), fig. 2 = 0.5

C: Ref (1), P. 7 for bare ground  
C factor = 1

P: Ref (1) P. 7 for construction sites  
P factor = 1

$$\begin{aligned} E: &= RKLSCP \\ &= ( 190 ) ( 0.20 ) ( 0.5 ) ( 1 ) ( 1 ) = 19 \text{ tons/acre/yr.} \end{aligned}$$

Determine severity rating number.

$$H = (2FT + 3D) AE$$

F	=	1.00 downslope - downstream detriment - moderate
D	=	2.00 coastal water rating factor - class A
A	=	.51 area of disturbed land (acres)
E	=	19 from previous equation
T	=	0.25 years - duration of land disturbance [(2) (1.0) (0.25) + 3 (2) ] .51 (19)

$$H = 63$$

Standard severity rating (allowable)  $50,000 > 63$

$$50,000 = (2 FT + 3D) A * E$$

$$E = 50,000 / 3.31 = 15,083 \text{ tons per acre} > 19$$

Coastal hazard: class 'A' waters are approx. 150 feet away from the project site.

**CONCLUSION:**

Sedimentation hazard to coastal waters and downstream properties is minimal. Erosion rate computed for this project site is well within the tolerable limits and additional control measures are not required.

## EROSION CONTROL PLAN

The following measures will be taken to control erosion during the site development period (estimated 12 months).

1. Minimize time of construction.
2. Retain existing ground cover until latest date to complete construction.
3. Early construction of drainage control features.
4. Use of temporary cutoff ditches and berms.
5. Install temporary area sprinklers in non-active construction areas when ground cover is removed. Water to be obtained from county water main adjacent to site.
6. Station water truck on site during construction period to provide for continuous sprinkling in active construction zones.
7. Contractor to follow the guidelines as stated in Chapter 20.08 SOIL EROSION AND SEDIMENTATION CONTROL, by the County of Maui. (Best Management Practices or bmps)

The development project is provided with adequate facilities for drainage control and storm water disposal. This together with ultimate ground cover will preclude any appreciable on-site erosion.

## REFERENCES

1. Soil Conservation Service (USDA); Guidelines for Use of the Universal Soil Loss Equation in Hawaii. Technical Notes, March 1975. (Revised Draft).
2. County of Maui; (Ord. No. 816), Chapter 24, Soil Erosion and Sedimentation Control, June 13, 1975.
3. Soil Conservation Service (USDA); Soil Survey of Islands of Kauai, Oahu, Maui, Molokai, and Lanai, State of Hawaii, Aug. 1972.
4. Hawaii Environmental Simulation Laboratory; Guidelines for Data Preparation, Part 1; Universal Soil Loss Equation Undated (Draft).

**LETTER OF  
AUTHORIZATION**

THIRD AMENDMENT TO CONTRACT NO. 541

Source of Funds: 324005-6412

Additional Certification Requested: \$8,088.00

THIS THIRD AMENDMENT TO CONTRACT NO. C541 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the County of Maui, a political subdivision of the State of Hawaii, whose mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as "COUNTY", and WAYNE I. ARAKAKI ENGINEER, LLC, a Hawaii Limited Liability Company, whose mailing address is P.O. Box 884, Wailuku, Hawaii 96793, hereinafter referred to as the "CONTRACTOR", collectively referred to as the "Parties".

R E C I T A L S:

1. The County and the Contractor entered into Contract No. 541 dated August 18, 1993, attached hereto and incorporated herein as Exhibit "1", to provide consulting engineering services relative to the Hookipa Park Improvements, Phase II for the Department of Parks and Recreation, County of Maui; and
2. The parties amended the contract on December 28, 1993 and December 27, 1995 for additional services and compensation.
3. The parties wish to further amend said contract to provide for additional services and compensation.

AMENDMENT OF CONTRACT

1. Section 4., Scope of Work, is amended in its entirety to read as follows:

"4. Scope of Work. The Contractor shall, using the degree of care and skill normally exercised by members of Consultant's profession, carry out the services as provided in Exhibits "A", "A-1", "A-2", and "A-3", attached hereto and made a part hereof.

2. Section 6., Compensation, is amended in its entirety to read as follows:

"6. Compensation. The County shall pay the Consultant in accord with the fee schedules as contained in Exhibits "A", "A-1", "A-2", and "A-3", attached hereto and made a part hereof. The total sum to be paid to the Consultant shall not exceed EIGHTY FIVE THOUSAND ONE HUNDRED EIGHTY EIGHT AND NO/DOLLARS (\$85,188.00), inclusive of all taxes."

3. All other provisions of the contract, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County has caused this Amendment of Contract to be executed on its behalf by its Director of Finance, and the Consultant has executed the same on the day and year written above.

COUNTY OF MAUI

By \_\_\_\_\_  
WESLEY P. LO  
Its Director of Finance



STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me appeared WESLEY P. LO, to me personally known, who being by me duly sworn did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said WESLEY P. LO acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this \_\_\_\_ day of NOV 23 2001, 200\_\_, before me personally appeared WAYNE I. ARAKAKI, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

LS  
\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
Print Name Virgilio R. Agcolicol

My commission expires: June 4, 2004

WAYNE I. ARAKAKI, ENGINEER, LLC  
P.O. BOX 884  
WAILUKU, HAWAII 96793  
PHONE NO.(808) 242-5868 FAX (808) 242-5865  
October 1, 2001 (revised)  
Arakakieng@AOL.COM

Department of Parks and Recreation, County of Maui  
P.O. Box 1170  
Makawao, Maui, Hawaii 96768

Dear Robert,

Re: Proposal for Civil Engineering services only, for 'Hookipa Park'  
Parking lot extension and related improvements

We would like to thank you for giving us an opportunity to submit a proposal for this project. The following is the scope of work, was based on the field inspection made by the Parks Department and myself.

My proposal will include the following work:

- (1) We will provide a topographic survey work to the proposed project area. Shoreline certification is not included. (\$2,500.00 )
- (2) Civil construction plans for grading, drainage, parking area improvements, relocation of fencing and irrigation. (\$3,900.00)
- (3) We will also provide plans to replace the existing pole fence and provide sidewalks for the handicapped. (\$600.00)
- (4) Complete a minor SMA application, with a environmental assessment and related information, no public hearings. (\$3,000.00)
- (5) Processing of Civil Plans and grading permit with Engineering, Land Use and Codes, Planning Department, and State of Hawaii. (\$2,300.00)
- (6) Landscaping plans and irrigation plans for the new park expansion, construction plans. (\$2,000.00)
- (7) Provide plans and construction specifications with thirty copies for bidding. (\$1,000.00)
- (8) As-Built drawings, CAD Files and inspection, for final acceptance. (\$1,200.00)

The above does not include any additional studies such as traffic study, boundary surveying archaeological reconnaissance or monitoring, environmental survey, soils reports or testing, electrical, mechanical or structural engineering, zoning change, variance, legal work, construction work, etc. Additional studies may be required by the County of Maui, or the State of Hawaii, which is not covered under this proposal.

EXHIBIT " A-3 "

Page 2

2. Fees

a) Basic Services

The proposed fee for the engineering work is **\$16,500.00** plus tax. (Sixteen thousand five hundred and no/100 dollars). Please note that we are assuming that the original shoreline survey work can be used in the construction plans.

My fees are as follows per hour:

Engineering	\$85.00
Drafting	\$50.00
Clerical	\$40.00
Computer Plotting	\$40.00

For overtime add 40% to the above. Overtime will only be worked at clients request. Out of pocket expenses such as long distance telephone calls, special mailing, copies of deed from title companies, blueprinting, photographs, copies, County or State fees and assessments, plane fare, car rental, hotel and other than ordinary expenses will be charged at cost plus 15%. A .0417 general excise tax shall be added onto all billing amounts. Billing will be monthly and based on the work done during the month and are due upon receipt. A 1% per month finance fee will be charged on all accounts over 30 days.

(b) Time of Payment

1. We will submit a monthly billing for work completed.
2. Balance to be paid after construction is completed.
3. If County, State or Owner require additional work, this will be charged on an hourly basis. See fees by hour. **Written approval required by Park's before any additional work is started.**

3. Term

Our agreement will commence on your execution of the enclosed copy of this letter and will terminate on the completion of services or twelve months from the date of execution of this agreement, whichever occurs first.

Page 3

4. Termination Period

Our agreement may be terminated by either of us upon seven days written notice to the other in the event of substantial failure to perform in accordance with the terms of this agreement by the other.

5. General Conditions

a) Responsibility

We will not be responsible for acts or omissions of yourself, your other consultants or any other person performing any work on the project, including any acts or omissions of their respective agents or employees.

b) Extent of Agreement

This agreement represents the entire agreement between us with respect to the project and supersedes all prior negotiations, representations, or agreements either written or oral. This agreement may be amended only by written instrument signed by our respective authorized representative.

6. Ownership of Documents

Owners acknowledges that the engineer's plans and specifications are instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the client upon completion of the work. The client agrees to hold harmless and indemnify the engineer against all damages, claims, and losses, including defense costs, arising out of any use of the plans and specifications on any other project, for additions to this project, or for completion of this project, without the written authorization of the engineer.

7. Standard of Practice

Services performed by Wayne I. Arakaki, Engineer LLC under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

Page 4

8. Labor Rates

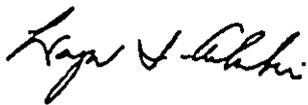
This proposal is based on labor rates that are effective for 2001. Should engineering services be required for this project after December 31, 2001, additional fees for escalation will be required for the balance of the project.

9. Warranty

In the event the client makes a claim of checking, loss or damages against Wayne I. Arakaki Engineer, LLC for any negligent acts, errors, omissions or any other acts arising out of the performance of services under this agreement, the client agrees to pay all costs and expenses incurred by Wayne I. Arakaki Engineer in defending itself if the client fails to prove the claim. For any damage on account of any negligent acts, errors or omissions, Wayne I. Arakaki Engineer's, LLC liability will be limited to a sum not to exceed \$50,000 or the fee, whichever is greater.

Please acknowledge your acceptance of the proposal by signing both copies of this proposal and returning one copy. This proposal is valid until October 25, 2001.

Sincerely,



Wayne I. Arakaki, P.E.

Approved and Accepted this

\_\_\_\_\_ day of \_\_\_\_\_, 2001

BY: \_\_\_\_\_

CONTRACT NO. 541

CONTRACT FOR INDEPENDENT CONSULTANT SERVICES

Source of Funds: 384016

Certification Requested from County: \$55,000.00

THIS AGREEMENT is made and entered into this 18th day of August, 1993, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business address is 200 South High Street, Wailuku, Maui, Hawaii 96793, referred to as the "COUNTY", and WAYNE I. ARAKAKI, ENGINEER, whose mailing address is P. O. Box 884, Wailuku, Hawaii 96793, referred to as the "CONSULTANT", and collectively referred to as the "Parties".

R E C I T A L S:

1. The County desires to engage the Consultant as an Independent Contractor to provide consulting engineering services for design of restrooms and parking, including SMA, EIA, CDUA, Shoreline setback variance for Hookipa Park Improvements, Phase II, ("Project") for the Department of Parks and Recreation of the County of Maui,
2. The Consultant desires to render such services as an Independent Contractor for and on behalf of the County,

A G R E E M E N T:

In consideration of the following mutual promises and agreements set forth, the Parties agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant agrees to perform the services as set forth in connection with the Project in accord with the General Terms

**EXHIBIT "1"**

CONTRACT NO. 541

CONTRACT FOR INDEPENDENT CONSULTANT SERVICES

Source of Funds: 384016

Certification Requested from County: \$55,000.00

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2. The Consultant desires to render such services as an Independent Contractor for and on behalf of the County,

A G R E E M E N T:

In consideration of the following mutual promises and agreements set forth, the Parties agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant agrees to perform the services as set forth in connection with the Project in accord with the General Terms

**EXHIBIT "1"**

and Conditions of Contracts of the County for Services of Consultants, attached hereto as Exhibit "B" and made a part hereof, subject to the review and approval of the Director of Parks and Recreation or her designated representative ("Officer in Charge").

2. Employment Status. It is agreed and understood that the Consultant shall be employed as an Independent Contractor and not be entitled to the benefits and privileges of an employee of the County of Maui 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 not specifically enumerated herein.

3. Best Efforts. 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, as determined by the Director of Parks and Recreation.

4. Scope of Services. The Consultant shall use the degree of care and skill normally exercised by members of his profession to carry out the services as provided in Exhibit "A", attached hereto and made a part hereof.

5. Time of Performance. The Consultant shall perform the services as described in Exhibit "A" attached hereto and made a part hereof within ONE HUNDRED TWENTY (120) DAYS after the notice to proceed is issued by the Director of Finance.

6. Compensation. The County shall pay the Consultant in accord with the fee schedule as contained in Exhibit "A", attached to and incorporated in this contract by reference. The total sum to be paid to the Consultant shall not exceed FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00), inclusive of all taxes.

7. Compliance with State and Federal Law. This agreement is subject to all state and federal laws and regulations relating to the Consultant's performance and completion of this contract, including but not limited to the Americans with Disabilities Act, health and safety, labor, antidiscrimination and environmental laws and regulations.

8. Direction of Work. The Officer in Charge shall decide all questions as to the acceptable fulfillment of this agreement on the part of the Consultant and process all requests and payment accordingly. In the event of a disagreement, the Consultant shall proceed diligently with the performance of this agreement and in accordance with the directions of the Officer in Charge, pending his final decision.

9. Termination. The County may terminate this contract without cause upon written notice to that effect delivered to the Consultant at the address set forth herein. It is agreed that the Consultant shall receive compensation from the County for the time actually spent in the performance of the services hereunder to the date of termination. The Consultant shall also be entitled to recover any reasonable costs incurred in connection with the contract prior to the receipt of any notice of termination.

10. Consultant's Inability to Contract for County.

Notwithstanding anything herein contained to the contrary, Consultant shall not have the right to make any contracts or commitments for or on behalf of the County without first obtaining written consent of the County.

11. Modification of Contract. No waiver or modification of this agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party to be charged. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting the rights or obligations of the parties to this agreement, unless such waiver or modification is in writing and duly executed by the party to be charged. The Parties further agree that the provisions of this section may not be waived except as set forth above.

12. Changes. The County may require changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, shall be incorporated by written amendment to this agreement.

13. Findings Confidential. Any reports, information, data, given to or prepared or assembled by the Consultant under this agreement, which the County deems confidential, shall not be made available to any individual or organization by the Consultant without the prior written approval of the Mayor of the County of Maui.

14. Ownership Vested In County. It is expressly understood that any and all equipment, materials, data, information, results and any other thing derived or obtained directly or indirectly as a result of this Project, including but not limited to equipment, materials, data, information, and results shall be the sole and exclusive property of the County and that the Consultant shall have no interest, right or title to or in any of the foregoing.

15. Indemnity. The Consultant shall indemnify, defend, and hold the County harmless from all claims, suits, actions and damages, including attorney's fees, arising out of negligent errors, omissions or acts by the Consultant in connection with the Consultant's performance under this agreement.

16. Campaign Contributions Prohibited. It is understood and agreed by the Parties that no portion of the Consultant's compensation to be paid under the terms of this agreement shall be used as a campaign contribution.

17. Absence of Interest. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having such interest shall be employed.

18. Severability. If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions

as to any person or circumstance is held invalid, the application of the contract and its provisions as to other persons or circumstances shall not be affected thereby.

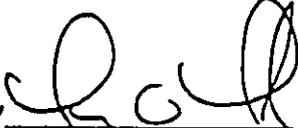
19. Conflict. In the event of conflict between this contract and the incorporated documents, the terms of this agreement shall control.

20. Entire Agreement. This contract contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them have made any representations with respect to the subject matter, execution and delivery of this agreement except as such representations are specifically set forth herein. Each of the parties acknowledge that they have relied on their own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have previously been made by either of them to the other are of no effect and that neither of them have relied thereon in connection with its dealing with the other.

If there is any conflict between referenced documents and this contract, the provisions of this contract shall prevail over the provisions of any referenced documents.

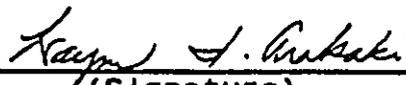
IN WITNESS WHEREOF, the County has caused this agreement to be executed on its behalf by its Director of Finance, and the Consultant has executed this contract on his own behalf on the day and year first above written.

COUNTY OF MAUI

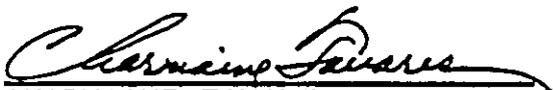
By   
TRAVIS O. THOMPSON  
Its Director of Finance

CONSULTANT:

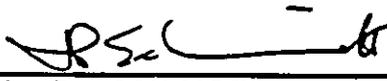
WAYNE I. ARAKAKI, ENGINEER

  
(Signature)  
Wayne I. Arakaki  
(Print Name)  
Its OWNER  
(Title)

APPROVAL RECOMMENDED:

  
CHARMAINE TAVARES  
Director of Parks and Recreation

APPROVED AS TO FORM  
AND LEGALITY:

  
J. P. SCHMIDT  
Deputy Corporation Counsel  
County of Maui  
conslt/arakaki(ln)

WAYNE I. ARAKAKI, ENGINEER  
P.O. BOX 884  
WAILUKU, HAWAII 96793  
TEL. NO. 242-5868

July 23, 1993

Department of Parks & Recreation  
County of Maui  
Wailuku, Hawaii 96793

Re: Proposal for Civil Engineering consulting services for Hookipa Park  
Restroom/Parking

We will provide you with engineering services for the above referenced project on the following basis:

1) Services (Basic)

1. Design a restroom (2 urinals & 8 toilets) with septic tank, pump and leach field	\$14,000.00
2. Design water system upgrade - booster pump/water tank.	\$ 4,000.00
3. Design landscaping and irrigation system.	\$ 3,000.00
4. Design upper level parking lot and stairway.	\$15,700.00
5. EIA preparation (Environmental Impct. Assess.)	\$ 2,000.00
6. CDUA Permit application and processing.	\$ 3,00.00
7. SMA Permit application and processing.	\$ 8,000.00
8. Shoreline Setback application and processing.	\$ 3,100.00
9. Fifty (50) sets proposal and specifications for bidding.	\$ 1,000.00
10. Assist County during bid phase and construction phase. Construction inspection by County (limited to four onsite vists only)	\$ 1,200.00
	TOTAL \$55,000.00

**EXHIBIT "A"**

Department of Parks & Recreation  
July 23, 1993  
Page 2

Not In Scope of Work.

This proposal does not include any additional studies such as boundary or topographical surveying, archaeological reconnaissance, soils reports, photographic analysis, electrical, mechanical, structural engineering Environmental Impact Statement (E.I.S) or legal work, etc. Topographic map to be provided by County of Maui.

2) Fees

a) Basic Services

We propose a lump sum fee of **FIFTY-FIVE THOUSAND (\$55,000.00) DOLLARS** for this project.

My fees are as follows per hour:

Engineering	\$70.00
Drafting	\$50.00
Clerical	\$40.00
Computer Plotting	\$40.00

b) Time of Payment

1. Monthly billings for work completed.
2. Should County require additional work, this will be charged on an hourly basis. See fees by hour. Approval required by Department of Parks.

3) Term

Our agreement will commence on your execution of the enclosed copy of this letter and will terminate on the completion of services or twelve months from the date of execution of this agreement, whichever occurs first.

4) Termination Period

Our agreement may be terminated by either of us upon seven days written notice to the other in the event of substantial failure to perform in accordance with the terms of this agreement by the other.

5) General Conditions

a) Responsibility

We will not be responsible for acts or omissions of yourself, your other consultants or any other person performing any work on the project, including any acts or omissions of their respective agents or employees.

b) Extent of Agreement

This agreement represents the entire agreement between us with respect to the project and supersedes all prior negotiations, representations, or agreements either written or oral. This agreement may be amended only by written instrument signed by our respective authorized representative.

6) Ownership of Documents

County acknowledges that the engineer's plans and specifications are instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the client upon completion of the work. The client agrees to hold harmless and indemnify the engineer against all damages, claims, and losses, including defense costs, arising out of any use of the plans and specifications on any other project, for additions to this project, or for completion of this project, without the written authorization of the engineer.

7) Standard of Practice

Services performed by Wayne I. Arakaki, Engineer under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

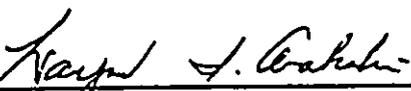
Department of Parks & Recreation  
July 23, 1993  
Page 4

8) Labor Rates

omit - PTM 7.26.93

~~This proposal is based on labor rates that are effective for 1993. Should engineering services be required for this project after December 31, 1993, additional fees for escalation will be required for the balance of the project.~~

Sincerely,

  
\_\_\_\_\_  
Wayne F. Arakaki, P.E.

WAYNE I. ARAKAKI, ENGINEER  
P.O. BOX 884  
WAILUKU, HAWAII 96793  
PHONE: 242-5868 FAX: 242-5865

December 16, 1993

Mr. Pat Matsui  
Dept. of Parks & Recreation  
1580 Kaahumanu Avenue  
Wailuku, Hawaii 96793

Dear Pat:

Re: Hookipa Park Project

We are proposing additional fees for the following:

A.	Design for parking lot lighting and outdoor lighting.	\$ 3,100.00
B.	Allowance for archeological services (based on actual charges incurred)	\$ 5,500.00
C.	Remnant survey map of land acquisition from State Highways	<u>\$ 1,500.00</u>
	TOTAL	\$10,100.00

Sincerely,



Wayne I. Arakaki, P.E.

WIA:sp

EXHIBIT "A-1"

GENERAL TERMS AND CONDITIONS OF CONTRACTS  
OF THE COUNTY FOR SERVICES OF CONSULTANTS

SECTION 1 - DEFINITIONS

When used in these General Terms and Conditions or elsewhere in the contract, the following terms, or pronouns used in place of them, shall have meaning ascribed to them in this section, unless it is apparent from the context that a different meaning is intended.

1.1. COUNTY. The County of Maui, State of Hawaii.

1.2. CONSULTANT. Any individual, partnership, corporation, or joint venture engaged by the County to perform the services under the contract.

1.3. CONTRACT. The written agreement covering the performance of the services required for the project by the Consultant. It shall include all of the contract documents, including but not limited to the basic Agreement, these general terms and conditions, and any exhibits attached thereto and included therein. It shall also include all modifications of the contract by supplemental agreements thereto in writing and written orders of the Director and Officer-in-Charge.

1.4. DESIGNS AND PLANS. Any and all designs, plans, construction drawings, specifications, cost estimates, work schedules, proposals, studies, reports, and other items.

1.5. DIRECTOR. The Director of Finance of the County of Maui.

1.6. OFFICER-IN-CHARGE. The Director of Parks and Recreation of the County of Maui or her designated representative.

SECTION 2 - AWARD AND EXECUTION OF CONTRACT

2.1. AWARD OF CONTRACT. The Consultant, upon being selected to render certain professional services for the project, will be notified of his commission by the Officer-in-Charge. Said notice shall not be construed to be authorization to proceed with the performance of services under the contract.

Any services performed by the Consultant prior to the date indicated in the notice to proceed from the Officer-in-Charge shall be at his own risk.

2.2. EXECUTION OF CONTRACT. Prior to the drafting of the contract, discussions will be held between the parties relative

**EXHIBIT "B"**

to the extent of the services to be performed by the Consultant and other pertinent matters. Based on said discussions, the County will draft the contract and submit the same to the Consultant for review and signature. The Consultant shall sign the contract before a notary public. If the Consultant is a corporation, it shall affix to the contract its corporate seal, together with a resolution evidencing the authority of the officer to sign the contract on its behalf. The signed, notarized contract shall be returned, together with the insurance policy or policies required by subsection 3.3, to the County for signature and further processing.

2.3. CONTRACT NOT BINDING UNLESS PROPERLY EXECUTED AND APPROPRIATION AVAILABLE. The Contract shall not be binding or of any force until said contract has been fully and properly signed by all of the parties thereto and approved by the Director as to availability of funds in the amounts and for the purpose set forth therein.

### SECTION 3 - LEGAL RELATIONS AND RESPONSIBILITY

3.1. INDEPENDENT CONTRACTOR. The Consultant shall perform the contract as an independent contractor and shall indemnify and save the County and its officers 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 therefor, caused by error, omissions or negligence in the performance of the contract by the Consultant or his subcontractors, agents and employees, until such time as action against the Consultant for death, injuries, losses and damages is barred by the provisions of Hawaii Revised Statutes Chapter 657, as amended, relating to limitations of actions.

3.2. LAWS, REGULATIONS. The Consultant shall keep himself fully informed of all applicable federal, state and county laws, ordinances, codes, rules and regulations, governmental general and development plans, setback limitations, rights-of-way, and all changes thereto, which in any manner affect the contract and the performance thereof, including but not limited to:

- A. Article 1 of Title 10, Maui County Code, 1980, as amended, relating to the traffic code.
- B. Title 12, Maui County Code, 1980, as amended, relating to streets, sidewalks and public places.
- C. Article 3 of Title 14, Maui County Code, 1980, as amended, relating to improvement districts.
- D. Chapter 16.04, Maui County Code, 1980, as amended, relating to the Model Fire Code.

- E. Chapter 16.08, Maui County Code, 1980, as amended, relating to the Housing Code.
- F. Title 19, Maui County Code, 1980, as amended, relating to zoning.
- G. Chapter 16.24, Maui County Code, 1980, as amended, relating to the Building Code.
- H. Chapter 16.16, Maui County Code, 1980, as amended, relating to the Electrical Code.
- I. Chapter 16.20, Maui County Code, 1980, as amended, relating to the Plumbing Code.
- J. Chapter 103, HRS, as amended, relating to expenditure of public money.
- K. Chapter 104, HRS, as amended, relating to wages and hours of employees on public works.
- L. Chapter 132, HRS, as amended, relating to the fire marshal.
- M. Chapter 321, HRS, as amended, relating to Health Department.
- N. Chapter 378, HRS, as amended, relating to fair employment practices.
- O. Chapter 376, HRS, as amended, relating to industrial safety.
- P. Chapter 386, HRS, as amended, relating to workers' compensation.
- Q. Chapter 396, HRS, as amended, relating to Occupational Safety and Health.
- R. Section 507-17, HRS, as amended, relating to recovery on bond for materials and labor used on public works.

The Consultant shall comply with all such present laws, ordinances, codes, rules, regulations, design standards and criteria, governmental general and development plans, setback limitations, rights-of-way, including the giving of all notices necessary and incident to the proper and lawful prosecution of the work, and all changes thereto. If any discrepancy or inconsistency is discovered between the contract and any such law, ordinance, code, rule, regulation, design standard, design criterion, governmental general and development plans, setback

limitation, rights-of-way, the Consultant shall forthwith report the same in writing to the Officer-in-Charge.

3.3. PROFESSIONAL LIABILITY INSURANCE. The Consultant shall furnish the Director with a copy of a certificate of insurance covering him and his employees or agents in an amount not less than that stated in the contract for liability arising out of errors, omissions, or negligence in the performance of professional services under the contract.

When a subconsultant is utilized, the Consultant shall furnish or require the subconsultant to furnish the Director with a copy of a policy of insurance covering the subconsultant and his employees or agents in the same amount and for the same liability specified above.

Each policy required above shall contain an endorsement to the effect that it is not subject to cancellation until the expiration of thirty (30) calendar days after written notice of such an intention is furnished to the Director.

Where the Consultant has on file with the Director a copy of his policy for professional liability insurance as herein required, the insurance requirement for such Consultant shall be deemed to have been met upon the Consultant furnishing to the Director evidence that such policy is in full force and effect and that the amount thereof is not less than such amount set forth in the contract.

In the event of cancellation or termination of any policy required above or any substitute policy as provided for hereinafter, the Consultant or the subconsultant, as the case may be, shall furnish the Director with a substitute policy of insurance in the same amount and for the same liability specified above.

#### SECTION 4 - MODIFICATIONS

4.1. MODIFICATIONS OF CONTRACT, DESIGNS AND PLANS AND STUDIES. The County may at any time make such modifications in the contract, and the designs and plans or studies prepared by the Consultant as it deems necessary and advisable. Such modifications shall be made by a supplemental agreement in writing or by a written order of the Director; provided that modifications by such a written order shall be limited to modifications in the scope of services and in the designs, plans and studies.

Upon receipt of a written order, the Consultant shall proceed with the modification as ordered. If the Consultant does not agree with any of the terms or conditions of or with the amount of the reduction or increase in compensation provided for

in the order, he shall file with the Officer-in-Charge a written protest setting forth his reasons in detail within ten (10) calendar days after receipt of the order. The protest shall be disposed of pursuant to the provisions of subsection 5.4. Failure to file such protest within the time specified shall constitute agreement on the part of the Consultant with the terms, conditions and amount in the order.

In the event the Consultant for reasons related to safety does not agree with and refuses to proceed with the modifications in the designs, plans or studies required by the County in the written order, the Director may allow the Consultant to withdraw from the contract without breach, provided the Consultant files with the Director a written protest setting forth his reasons in detail within ten (10) calendar days after receipt of the order. If withdrawal is allowed, the Consultant shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.

#### SECTION 5 - PERFORMANCE OF CONTRACT

5.1. TIME. Time is of the essence of the contract. Performance of the services under the contract shall be commenced on the commencement date designated in the notice to proceed and the services as required in the exhibit detailing same shall be completed within the number of calendar days specified.

5.2. DELAY. If any delay in the performance of the services under the contract 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 the contract, acts of another contractor in the performance of a contract with the County, fires, 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 shall be granted an extension of the time for performance corresponding to the delay. If as a result of the delay completion of performance within the extended time would cause undue hardship to the Consultant, the Director may, in his discretion, grant a further extension of the time for performance. No extension of time, however, shall be granted unless a written application therefor stating in detail the cause or causes of delay is filed by the Consultant with the Officer-in-Charge within ten (10) calendar days after the commencement of the delay. The number of days of each extension of time shall be determined by the Director upon the recommendation of the Officer-in-Charge. No such extension shall be deemed a waiver of the right of the County to require the

completion of the services under the contract within the time required herein as so extended by the specific terms of such extension or extensions, nor a waiver of right to terminate the contract for any other or additional delay not covered by the specific terms of such extension or extensions.

5.3. PROSECUTION OF THE WORK. The Consultant shall be available upon reasonable demand to discuss the progress of the services being performed under contract. All questions arising during the performance of the contract which must be resolved by the Director or Officer-in-Charge shall be brought to their immediate attention.

The Consultant shall direct his work to relate appropriately to, and in accordance with, established engineering, planning and/or architectural design principles and practices for good exterior appearance, and the natural and man-made environment; provided, that if the project is for an economic feasibility study or other study, then the Consultant shall direct his work to relate appropriately to, and in accordance with established principles, practices and standards for such study.

The Consultant shall furnish sufficient technical supervision and administrative personnel to insure the proper performance of the services under the contract.

The Consultant shall be responsible for the accuracy of all computations and completeness of all designs and plans or studies.

All notes, including field notes, designs, drawings, tracings and other data produced in the performance of the contract shall be the property of the County.

The Officer-in-Charge shall have access, at all reasonable times, to all notes, designs, drawings, tracings or other technical data pertaining to the services being performed under the contract for the purpose of inspection and making copies of them. Upon completion of the services under the contract, any or all of such notes, studies, designs, drawings, tracings or other technical data shall be delivered and surrendered to the County.

5.4. AUTHORITY OF THE OFFICER-IN-CHARGE AND DIRECTOR. Any question or dispute concerning any provision of the contract which may arise during its performance shall be decided by the Officer-in-Charge. The decisions of the Officer-in-Charge shall be final and binding upon all parties unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence, provided that decisions on questions or disputes relating to acceptance of the services performed under the

contract, suspension or termination of the contract, extension of time, reduction or increase in the compensation of the Consultant and payment shall become final and binding upon all parties only upon approval of the Director, and provided further that nothing herein shall be construed as making final and binding any decision of the Officer-in-Charge and/or Director on a question of law. Pending final decision of any dispute or question, the Consultant shall proceed diligently with the performance of services under the contract in accordance with the decision of the Officer-in-Charge and/or Director.

5.5. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT. The Consultant shall not subcontract or assign all or any part of the services under the contract without the prior written consent of the Officer-in-Charge. Any consent by the County to subcontract, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Consultant of any responsibility for the performance of the contract.

#### SECTION 6 - SERVICES TO BE PERFORMED BY THE COUNTY

6.1. COOPERATION BY THE COUNTY. The County shall, without cost to the Consultant, through the Officer-in-Charge, cooperate fully with the Consultant and will promptly place at the disposal of the Consultant all available pertinent information which the County may have in its possession. The County will certify to the accuracy of certain information in writing whenever it is possible to do so. The County does not represent that other information not certified as accurate is so and takes no responsibility therefor, and the Consultant shall rely on such information at his own risk.

6.2. REVIEW BY THE COUNTY. The County shall review all submittals and other work and data required to be made by the Consultant and reject or accept such submittals in their entirety or approve the same subject to such deletions, additions and revisions as the County may deem necessary and proper. In submittals specified in the special provisions, all items not required by the County to be deleted, added or revised after review by the County and not defective by reason or error, omissions or negligence on the part of the Consultant, his subcontractor, agents or employers shall be deemed to have been approved.

#### SECTION 7 - COMPENSATION

7.1. COMPENSATION. The Consultant shall be paid the amount stated in the written agreement less any reduction in compensation and plus any increase in compensation pursuant to subsection 7.4, as full compensation for the performance of the services under the contract.

7.2. ABANDONMENT OF THE PROJECT; DEATH OR DISABILITY OF CONSULTANT. In the event the County terminates the contract because it wishes to abandon, defer, restudy or revise the project, or in the event the Consultant, in the case of an individual, dies or become physically or mentally disabled, the Consultant or his estate shall be compensated in the same proportion of the compensation under the contract as the services performed bear to the services to be performed under the contract.

7.3. PROGRESS PAYMENT. The Consultant's compensation may be paid in periodic progress payments as set forth in the contract.

7.4. REDUCTION OR INCREASE IN COMPENSATION. The compensation of the Consultant shall be reduced whenever modification of the contract pursuant to subsection 4.1 reduces the services to be performed by the Consultant. The compensation of the Consultant shall be increased to reimburse him for increased costs to perform the services under this contract if performance of the services was delayed for more than six months by an act or omission of the County. No such reimbursement, however, shall be made unless he files a written application therefor with the Officer-in-Charge within thirty (30) calendar days after termination of the delay. In addition, the compensation of the Consultant shall be increased whenever modification of the contract pursuant to subsection 4.1 requires the Consultant to perform services not required under the contract. For each such modification and each modification reducing the services to be performed by the Consultant, the compensation of the Consultant shall be increased or reduced in accordance with the supplemental agreement.

7.5. ASSIGNMENT OF MONEY DUE OR PAYABLE. Assignments of money due or to become payable to the Consultant under the contract shall not be valid without the prior written consent of the Director. The rights of the assignee to moneys due or to become due to the Consultant shall be subject to subsection 8.4.

7.6. ACCEPTANCE AND FINAL PAYMENT. Final payment will be made only after the issuance of a notice of final approval and acceptance by the Officer-in-Charge advising the Consultant of the satisfactory fulfillment of the terms of the contract and receipt of a certificate from the Director of Taxation, as provided in Hawaii Revised Statutes Section 103-53, relating to prerequisite for final settlement of contract.

Acceptance by the Consultant of the final payment shall constitute payment in full for all services performed under the contract.

## SECTION 8 - REMEDIES

8.1. RIGHT OF THE COUNTY TO TERMINATE. The County shall have the right to suspend performance of the services under the contract or terminate the contract in whole or in part at any time by written notice to the Consultant. Upon termination all data, plans, specifications, reports, estimates, summaries, completed work and work in progress and such other information and materials as may have been accumulated by the Consultant in the performance of his services shall, in the manner and to the extent determined by the Officer-in-Charge become the property of and be delivered to the County. If the termination is for reasons other than default of the Consultant as provided in subsection 8.2, the Consultant shall be compensated in accordance with subsection 7.2.

8.2. TERMINATION BECAUSE OF CONSULTANT'S DEFAULT. The County shall have the right to enter into a new contract with another consultant and pay a reasonable compensation for such services as may be necessary to properly complete the services under the contract if it terminates the same because the Consultant:

- A. fails to begin work under the contract at the time required,
- B. is unnecessarily delaying the performance of the contract or any part thereof,
- C. is failing to perform the contract with sufficient or adequate personnel, equipment or materials or is not making sufficient progress to ensure the completion of the contract within the time specified,
- D. fails to perform the contract in accordance with directions of the Officer-in-Charge,
- E. discontinues performance of the contract,
- F. fails to re-commence performance of the contract within a reasonable time after service of a written order to do so if the performance had been suspended,
- G. becomes insolvent or is declared bankrupt,
- H. commits any act of bankruptcy or insolvency,
- I. allows any final judgment to stand against him unsatisfied for a period of ten (10) calendar days,

- J. makes an assignment for the benefit of creditors,
- K. fails to pay for all labor, tools, materials and equipment,
- L. has abandoned the contract,
- M. or violates or fails to comply with any of the terms, covenants and conditions of the contract.

The fee of such other consultant shall be paid from any unexpended amount of the compensation under the contract. Should the compensation of such other consultant exceed such unexpended amount, then the Consultant shall reimburse the County for the difference as part of the damages caused by Consultant's default. After payment of the compensation of such other consultant, any remaining unexpended amount of the compensation payable under the contract shall be paid to the Consultant.

The provisions of this subsection shall not apply if the Consultant is an individual, and the default is due to his death or mental or physical disability.

8.3. LIQUIDATED DAMAGES. The amount of damage to the County as a result of failure to complete performance of specified services under the contract within the time fixed or any extension thereof, exclusive of overhead expenses, being certain but difficult, if not impossible, to ascertain, the Consultant agrees to pay the sum stated in the contract as liquidated damages, and not by way of penalty, for every day of delay until the services are completed and accepted, or a reasonable time has expired for completion and acceptance of the services remaining to be performed.

8.4. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE. The County may withhold such amounts from the money due or to become payable under the contract to the Consultant, or any assignee under subsection 7.5, as may be necessary to protect the County against liability or to satisfy the obligations of the Consultant to the County and to employees, subcontractors and material men who have performed labor or furnished material and equipment under the contract and may make such payments from such amounts as may be necessary to discharge such obligations and protect the County.

8.5. REMEDIES NOT EXCLUSIVE. The express provision herein of certain measures which may be exercised by the County for its protection shall not be construed to preclude the County from exercising any other or further legal or equitable right to protect its interests.

STATE OF HAWAII        )  
                                  ) SS.  
COUNTY OF MAUI        )

On this 18th day of August, 1993, before me appeared TRAVIS O. THOMPSON, to me personally known, who being by me duly sworn did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said TRAVIS O. THOMPSON acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CS

Ellin J. Nara  
Notary Public, State of Hawaii

My commission expires: 10/29/95

STATE OF HAWAII        )  
                                  ) SS.  
COUNTY OF MAUI        )

On this 10th day of August, 1993, before me personally appeared WAYNE I. ARAKAKI, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CS

Clifford J. Jones  
Notary Public, State of Hawaii.

My commission expires: 10-28-96

STATE OF HAWAII        )  
                                  )    SS.  
COUNTY OF MAUI        )

On this 28th day of December, 1993, before me appeared TRAVIS O. THOMPSON, to me personally known, who being by me duly sworn did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said TRAVIS O. THOMPSON acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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Ellen J. Nara  
Notary Public, State of Hawaii

My commission expires: 10/29/95

STATE OF HAWAII        )  
                                  )    SS.  
COUNTY OF MAUI        )

On this 27th day of December, 199  , before me appeared WAYNE I. ARAKAKI, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

John J. [Signature]  
Notary Public, State of Hawaii

My commission expires: 10-26-96

62