

REVISED

8:29 am, Apr 17, 2019

**THE THIRTIETH LEGISLATURE
APPLICATION FOR GRANTS
CHAPTER 42F, HAWAII REVISED STATUTES**

Type of Grant Request:

Operating

Capital

Legal Name of Requesting Organization or Individual: Db:

ORCHIDLAND NEIGHBORS

N/A

Amount of State Funds Requested: \$475,000

Brief Description of Request (Please attach word document to back of page if extra space is needed):

ON is requesting funding to pay off our 4 acre property and to cover the cost of the professional fees for our Special Use Permits and to complete our Building Permits.

Amount of Other Funds Available:

State: \$0

Federal: \$0

County: \$0

Private/Other: \$0

Total amount of State Grants Received in the Past 5 Fiscal Years:

\$0

Unrestricted Assets:

\$0

New Service (Presently Does Not Exist): Existing Service (Presently in Operation):

Type of Business Entity:

501(C)(3) Non Profit Corporation

Other Non Profit

Other

Mailing Address:

HC 2 Box 5688

City:

Keaau

State:

HI

Zip:

96749

Contact Person for Matters Involving this Application

Name:
Sharon Landry

Title:
President

Email:
orchidlandneighbors@gmail.com

Phone:
808-315-3674

Federal Tax ID#:

State Tax ID#

Sharon Landry
Authorized Signature

Sharon Landry President
Name and Title

01/14/19
Date Signed

received
1/17/19 10:10am R

Application Submittal Checklist

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

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

Sharon Landry SHARON LANDRY, President 11/4/18
AUTHORIZED SIGNATURE PRINT NAME AND TITLE DATE

APPLICATION FOR STATE GRANT-IN-AID FUNDS 2019

ORCHIDLAND NEIGHBORS

HC2 BOX 5688, KEAAU, HI 96749

808-315-3674

I. CERTIFICATION

1. CERTIFICATE OF GOOD STANDING (see attachment)
2. DECLARATION STATEMENT (see attachment)
3. PUBLIC PURPOSE (see attachment)

As per ON's IRS Determination Letter this project is dedicated to public purpose. According to ON's Articles of Incorporation and Bylaws, "The vision of Orchidland Neighbors is to create a multi-purpose facility to house and develop community capacity through recreational, educational and agricultural opportunities for Orchidland and surrounding communities."

II. BACKGROUND AND SUMMARY

BRIEF DESCRIPTION:

Vision/Mission: Orchidland Neighbors (ON) (501(c)3) was created in March 2015, for the purpose of creating a multi-purpose facility to house and develop community capacity through recreation, education, and agricultural opportunities for Orchidland and surrounding communities.

Orchidland Neighbors was established as a 501(c)3 to assist with funding for community development of a multi-purpose community facility. Most community associations are 501(c)4 and are limited in their ability to apply for and to receive grant funding.

BACKGROUND:

ON is governed by five directors who have extensive experience in various areas of expertise in community service ranging from administration, grant writing, accounting, social services, planning, program development and networking. ON currently collaborates with the Food Bank and two local churches to provide our monthly Food Basket Program which serves over 550 people. ON also collaborates with the Neighborhood Watch and the Community Emergency Response Team (CERT).

ON retained an architect after being granted \$20,000 in 2016/17 to cover the cost of our conceptual drawings received in 2017/2018. (completed, see attachments)

GOALS AND OBJECTIVES:

ON's goal for this request is to continue with the site development. Our objectives are as follows:

- Pay off the mortgage with the objective to obtain the deed, allowing ON to save \$3600 annually on an interest-only mortgage payment.
- Contract with a planning consultant with the objective of acquiring a Special Use Permit before the end of 2019.
- Contract with the architect to complete the draft design, site and architectural plans and submit the final drawings to the County of Hawaii for permitting.

PURPOSE AND NEED:

ON's purpose is to plan, develop and sustain a public facility. This proposed project includes:

- venue for under 300 people
- two commercial kitchen bays
- a respiratory room
- office space
- container storage areas for Neighborhood Watch and CERT emergency equipment, Food Basket supplies, inside maintenance supply room, yard equipment, and will house our covered farmer's market
- sports fields and courts
- cold kitchen concession stand
- two pavilions with barbecue
- small children playground
- skate park

ON will provide public service and activities according to our community survey and feasibility study. Orchidland Subdivision has no infrastructure for community meetings, emergency preparedness, government communications. It also lacks a permanent facility for our community programs such as Neighborhood Watch, Certified Emergency Response Team (CERT), a covered farmers market for locally grown produce and a venue for our very much needed Food Basket Program. There is no venue for educational or agricultural programs or a park for our youth. Meeting spaces in surrounding subdivisions are heavily booked and are small venues.

TARGET POPULATION:

There are 2,408 lots in Orchidland Subdivision with a potential build out population of 7,400 people. According to the 2010 census, there were 3,315 people living in the subdivision. Orchidland is one of the fastest growing areas in the State of Hawaii.

GEOGRAPHICAL COVERAGE:

This facility will also accommodate the surrounding subdivisions such as Hawaiian Paradise Park, Ainaloa, Hawaiian Acres and the Puna Community, which are included Districts 4 and 5.

III. SERVICE SUMMARY AND OUTCOMES:

SCOPE OF WORK, TASKS AND RESPONSIBILITIES:

1. Upon receiving the first quarter funds, Sharon Landry, President will assist with paying off the note for the 4-acre site and acquire the deed, using a title company. Ms. Landry will contract with professionals, with ON board approval, to accomplish remaining tasks for 2019-2020.
2. Zendo Kern, Planning Consultant and Licensed Contractor will oversee the Special Use Permit of the Orchidland Neighbors Park and Community Facility in Orchidland Subdivision, Keaau, Hawaii; TMK (3) 1-06-010: 5&6. This includes the consolidation of the 2 lots. (see attachment-County of Hawaii Real Property Tax Owner and Parcel Information) (see proposal attachment)
3. Scott Fleming, Architect with Fleming and Associates: Mr. Fleming has produced our conceptual designs. Mr. Fleming's next step would be to complete our draft building plans, preparing them for the permits. (Community Building, Covered Containers, Maintenance/Security, Covered Pavilion, and Comfort Stations) Mr. Fleming will oversee the engineers. (Engineering for parking lots, athletic fields, site lighting, perimeter fencing, playground and walking paths, etc.) (see proposal attachment)

TIMELINE:

1. Ms. Landry will complete the task of clearing the property note within the first quarter. Ms. Landry will execute the contracts upon first quarter disbursement of funds.
2. Mr. Kern will submit the Special Use Permit application and complete the task of finalizing the permit by the fourth quarter.
3. Mr. Fleming will finish the building plans and submit them to the County of Hawaii for permitting by the end of the fourth quarter.

QUALITY ASSURANCE:

ON will meet monthly with contractors, or as needed, to review and approve progress on the scope of work. Contractors are licensed and insured. ON maintains General Liability and Board of Directors Errors and Omissions Insurance policies.

MEASURES OF EFFECTIVENESS:

ON will receive the title to the property, the Special Use Permit and the Site Development Plans before the end of the fourth quarter of 2019.

IV. FINANCIAL:

BUDGET:

1. (a) Budget Request for Hawaii State Grant in Aid: (see attachment)
(b) Personnel salaries and wages: ON is a volunteer organization with no employees.
(c) ON has no equipment or motor vehicles.
(d) Capital Project Details: (see attachment; conceptual drawings)
(e) ON has no Government Contracts, Grants or Grants-in-Aid

2. Quarterly Funding

First Quarter

- 4-Acre Parcel: \$55,000
- Planning Consultant: \$5,000
- Architect: \$100,000

Second Quarter

- Planning Consultant: \$5,000
- Architect: \$100,000

Third Quarter

- Planning Consultant: \$5,000
- Architect: \$100,000

Fourth Quarter

- Planning Consultant: \$5,000
- Architect: \$100,000

TOTAL OF REQUEST: \$475,000

3. ON will apply for the USDA grant and to private foundations in 2020 for construction of the facility.
4. ON has zero state or federal tax credits pertaining to this project.
5. ON has had zero federal, or state, contracts for the past three years. ON received County of Hawaii Contingency funds in the amount of \$4,000 in 2016. ON received a grant from Atherton Foundation in the amount of \$20,000 in 2017. ON received a grant from the Order of Eastern Star in the amount of \$3,500 in 2015, and a second grant in the amount of \$5,000 in 2017. ON will not be receiving grants for program funding in 2020.
6. ON has zero unrestricted current assets.

V. EXPERIENCE AND CAPABILITY:

1. Necessary Skills and Experience:

**ORCHIDLAND NEIGHBORS
BIOGRAPHICAL SKETCHES OF BOARD OF DIRECTORS**

Sharon Landry, President of Orchidland Neighbors

Sharon has been in the real estate industry since 1983, starting from the bottom, cleaning out property and then increasing her skills as a lease agent and property manager, rehabilitating apartment complexes and becoming a realtor. In 1990, Sharon moved to the Island of Hawaii. She expanded her skills to include advertising, marketing and sales.

By 1992, Sharon resigned from her real estate career and became a child advocate for youth at risk for the next 17 years implementing a class action lawsuit. She then returned to college to continue her education in Human Services. During the implementation period of the lawsuit, Sharon was responsible for 16 Community Children's Councils throughout the State of Hawaii. She chaired the State Children's Council Family Involvement Committee and served on several others. At the local level, Sharon was co-chair of the East Hawaii Community Children's Council where she was responsible for 16 schools and 6 charter schools. The mission of the council was to monitor compliance by the State of Hawaii, to deliver a free and appropriate public education for all children, and to hold the system accountable for services. She served with Learning Disabilities of Hawaii and was a member of Americorps.

After retiring, Sharon received her loan originator license and started consulting with clients to build affordable, single family homes. She built her own home in Orchidland in 2008.

She held an Orchidland Community Association Board of Director position from 2010 to 2011. She chaired the Community Lot Development Committee. She was responsible for planning a community center for Orchidland. The board failed to implement the work and Sharon resigned. She then went on to teach communication skills and financial literacy.

In March 2015, Sharon, with a few frustrated community members, got together and created Orchidland Neighbors, a 501(c)(3) non-profit organization to accomplish the job of building a community facility in Orchidland. She has continued with this mission to the present.

Virginia, "Ginny", Aste, Vice President of Orchidland Neighbors

Ginny was born in Idaho, educated in Southern California, lived in New York City and travelled in Mexico. She met and married poet Richard Brautigan, with whom she had a daughter. She was divorced, met another partner and had three more children. She spent twelve years in Sonoma County (Northern California), and started a charter school.

Aste came to Hawaii in 1976, with her children. She trained as a paralegal at Legal Aid Society. She obtained a BA degree in Sociology and a Master's in Social Work from the University of Hawaii. She worked as a Program Specialist for the State Department of Health. She retired and then worked with the Papaya Growers Association. She currently works as a substitute teacher.

In 1978, she founded the YWCA Women's Center Sexual Assault Support Service. She ran the food distribution program in Hawaiian Beaches as a volunteer.

She was co-author of the Puna Community Development Plan. She was active with Puna Friends of the Parks and helped to secure the hot pond in Pohoiki, and 56 acres in Pahoia as county recreational site. In 2000, she wrote grant proposals and obtained community support for a skatepark, which was constructed in 2008. She is currently using her grant writing skills to help create a public facility in Orchidland Subdivision. Currently she is serving as Vice President and Coordinator of the Food Basket Program for ON.

In 1983, Aste received a "Volunteer of the Year," award from Governor George Ariyoshi. In October 2015, she received the "Friend of Youth," award from the Hawaii State Teachers Association. In 2018, she was honored at the 10-year celebration and naming of the "Pahoia Ginny Aste Skatepark."

Barbara Arthurs, Ed.D., Treasurer, Orchidland Neighbors

Barbara, a retired Vice Chancellor for Student Affairs at Hawaii Community College, is Treasurer of Orchidland Neighbors.

She served as Hawaii Community College Counselor, and Counselling Department Chairperson from 1991 to 2006. She served as Hawaii Community College Vice Chancellor for Student Affairs from 2006 to 2010.

She served as Orchidland Community Association president from 1998 to 2001. She served on the Board of Directors prior to 1998 and after 2001.

In 1999, she obtained two Hawaii Community Foundation Grants, a \$5,000 grant to obtain street signs for Orchidland Estates and a grant for \$3,000, to clear the two-acre lot owned by OLCA on Orchidland Drive and 36th Street.

Arthurs secured several grants for Hawaii Community College:

In 1997, she obtained a grant for \$933, the UH President's Diversity and Equity Initiative, procuring library books and cassettes on Filipinos and the Philippines, for the UH Hilo library.

In the same year, she secured a \$2,000 grant for UH Secondary Sex Equity Projects, to develop graphic media presentations to promote gender equity in vocational education programs.

In the same year, under the same title, she obtained \$6,125, to provide career information for women on student assistance, particularly Hawaii Community College and University of Hilo, creating a book featuring Hawaii Island Women in Business, and offering a conference for women interested in starting and maintaining small businesses.

In 2000, she secured \$5,000 for the UH President's Educational Improvement Fund, to create an interactive online orientation for students at Hawaii Community College, the first for the UH system.

In the same year, she secured \$6,000 under the UH President's Diversity and Equity Initiative to design and implement a student leadership conference to increase awareness and appreciation of cultural diversity.

In 2001, under the President's Initiative, she secured \$3,000 for the same objective.

In 2001, 2002, she secured \$5,000, under the UH President's Educational Improvement Fund to convert a classroom into a multi-media presentation center.

In 2008, under the President's Diversity and Equity Initiative, she produced two grants, one for \$1,928, facilitating a Filipino historian's visit from the Philippines to meet with administrators and students at the Pamantasan Conference and one for \$5,000 to provide transportation for Neighbor Island college and university students to attend the FLIP (Filipinos Leading in Persistence) Conference at Hawaii Community College and UH Hilo.

From 2006 to 2010 while serving as the Vice Chancellor for Student Affairs, Arthurs managed student affairs projects funded by Perkins federal funds for vocational education counselors and equipment and services for students with disabilities in vocational education programs.

Sharon McCartin, Recording Secretary, Orchidland Neighbors

Sharon has been an Orchidland owner since 2002 and has resided in Orchidland since 2005. She retired as a Senior Financial Accountant, with 23 years in the Finance Divisions in California School Systems.

She is an active team member of the Orchidland Community Emergency Response Team (CERT) and works in collaboration with Hawaii County Civil Defense. She is the Orchidland Neighborhood Watch Coordinator. She loves making homemade wine and bread in any of her off time.

Sherri Carden, Corresponding Secretary, Orchidland Neighbors

Sharri has been an artist her entire life, earning a living from her art for over fifty years. She creates artwork, and coordinates fundraising, public relations and publicity. Sherri is a published author.

Sherri moved to the islands in 1989. She owns several businesses and has excellent customer relations and communication skills. She has been a State Finalist for Toastmasters International, winning numerous speech contests and the Competent Communicator Gold Award in 2014.

Before moving to Hawaii Island in 2001, Sherri was a member of the Lahaina Arts Society. She served as president and spearheaded their first fundraiser in over 20 years. This created the matching funds for the Children's Art Program. Sherri later served as an "Outreach Arts Program Director for Youth at Risk," for many years. She was responsible for hiring the teachers and setting up art programs, location across Maui Island, as well as tracking the number of participants, ethnicity and benefits. This program was co-sponsored by the County of Maui and the State Foundation on Culture and the Arts. Because of their art experience in these programs, youth were able to demonstrate increased skills in mathematics and comprehension. Murals painted by the children, some created in collaboration with other community groups, are still on the walls.

2. FACILITY:

ON has been operating out of a home office ohana located about 2 miles from the property where the multi-purpose facility will be built. The food basket program distribution

takes place from a church venue located in Orchidland Subdivision about one mile from the property location. The Neighborhood Watch and CERT Programs meet at a local restaurant in the same area. ON will relocate to the new facility as demonstrated in our plans.

VI. PERSONNEL: PROJECT ORGANIZATION AND STAFFING:

1. **ON has zero staff.** Once the facility is complete, we will staff accordingly.
2. **Organizational Chart Board of Directors:**
 - Sharon Landry, President (Executive Director)
 - Virginia Aste, Vice President (Food Basket)
 - Barbara Arthurs, Treasurer (Bookkeeping)
 - Sharon McCartin, Recording Secretary (Minutes)
 - Sherri Carden, Corresponding Secretary (Fundraising)
3. **Compensation: Zero, All Volunteers**

VII. OTHER:

1. **Litigation: Zero**
2. **Licensure or Accreditation: Zero**
3. **Private Educational Institutions:** Zero support or benefit of a sectarian or non-sectarian private educational institute.
4. **Future Sustainability Plan:**

Whether we receive these funds or not, ON will continue to work on grants, fundraising and solicit other private donations as we have in the past. Our sustainability plan once the facility is completed will generate funds from renting out our two commercial kitchen bays, facility venue and concessions in our recreational area.

BUDGET REQUEST BY SOURCE OF FUNDS

Period: July 1, 2019 to June 30, 2020

App ORCHIDLAND NEIGHBORS

BUDGET CATEGORIES	Total State Funds Requested (a)	Total Federal Funds Requested (b)	Total County Funds Requested (c)	Total Private/Other Funds Requested (d)
A. PERSONNEL COST				
1. Salaries	N/A			
2. Payroll Taxes & Assessments	N/A			
3. Fringe Benefits	N/A			
TOTAL PERSONNEL COST	N/A			
B. OTHER CURRENT EXPENSES				
PLANNING CONSULTANT	20,000			
ARCHITECT	400,000			
LAND ACQUISITION	55,000			
TOTAL OTHER CURRENT EXPENSES	475,000			
C. EQUIPMENT PURCHASES				
D. MOTOR VEHICLE PURCHASES				
E. CAPITAL				
TOTAL (A+B+C+D+E)	475,000			
SOURCES OF FUNDING		Budget Prepared By:		
(a) Total State Funds Requested	475,000	SHARON LANDRY 808-315-3614		
(b) Total Federal Funds Requested		Name (Please type or print) Phone		
(c) Total County Funds Requested		Signature of Authorized Official Date		
(d) Total Private/Other Funds Requested				
TOTAL BUDGET	475,000	Name and Title (Please type or print) _____		

BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2019 to June 30, 2020

ORCHIDLAND NEIGHBORS

	FUNDING AMOUNT REQUESTED					
	ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		STATE FUNDS REQUESTED	OTHER SOURCES REQUESTED	FUNDING REQUIRED IN SUCCEEDING YEARS	
	FY: 2017-2018	FY: 2018-2019	FY: 2019-2020	FY: 2019-2020	FY: 2020-2021	FY: 2021-2022
TOTAL PROJECT COST						
LAND ACQUISITION	3600	3600	55000	0	0	0
PLANNING CONSULTANT	0	0	20000	0	0	0
ARCHITECT	20000	0	400000	0	0	0
EQUIPMENT						
TOTAL:			475,000			
JUSTIFICATION/COMMENTS:						

BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1, 2019 to June 30, 2020

ORCHIDLAND NEIGHBORS

DESCRIPTION EQUIPMENT	NO. OF ITEMS	COST PER ITEM	TOTAL COST	TOTAL BUDGETED
N/A			\$ -	0
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL:			\$ -	0

JUSTIFICATION/COMMENTS:

ORCHIDLAND NEIGHBORS HAS NO EQUIPMENT AT THIS TIME.

DESCRIPTION OF MOTOR VEHICLE	NO. OF VEHICLES	COST PER VEHICLE	TOTAL COST	TOTAL BUDGETED
N/A			\$ -	0
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL:			\$ -	0

JUSTIFICATION/COMMENTS:

ORCHIDLAND NEIGHBORS HAS NO VEHICLES AT THIS TIME.

GOVERNMENT CONTRACTS, GRANTS, AND / OR GRANTS IN AID

Appt **ORCHIDLAND NEIGHBORS**

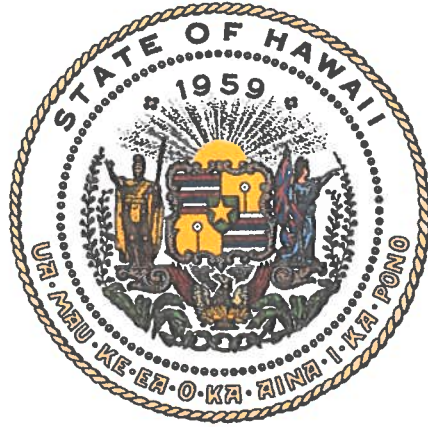
Contracts Total:

-

	CONTRACT DESCRIPTION	EFFECTIVE DATES	AGENCY	GOVERNMENT ENTITY (U.S. / State / Haw / Hon / Kau / Mau)	CONTRACT VALUE
1	N/A				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					

ATTACHMENTS

- CERTIFICATE OF GOOD STANDING
- DECLARATION STATEMENT OF APPLICANTS
- DECLARATION OF PUBLIC PURPOSE (IRS DETERMINATION LETTER)
- COUNTY OF HAWAII REAL PROPERTY TAX OWNER AND PARCEL INFORMATION
- CONCEPTUAL DRAWING AND FLOOR PLAN
- ZENDO KERN PLANNING CONSULTANT PROPOSAL
- SCOTT FLEMING ARCHITECT PROPOSAL



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

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

ORCHIDLAND NEIGHBORS

was incorporated under the laws of Hawaii on 03/11/2015 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.

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

Dated: January 14, 2019

Director of Commerce and Consumer Affairs



**DECLARATION STATEMENT OF
APPLICANTS FOR GRANTS PURSUANT TO
CHAPTER 42F, HAWAII REVISIED STATUTES**

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
 - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
 - c) Agrees not to use state funds for entertainment or lobbying activities; and
 - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.

- 2) If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is incorporated under the laws of the State; and
 - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided.

- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
 - b) Has a governing board whose members have no material conflict of interest and serve without compensation.

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

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

Orchidland Neighbors
(Typed Name of Individual or Organization)

Sharon Landry (Signature) 11/14/19 (Date)

SHARON LANDRY (Typed Name) President (Title)

Date: MAY 15 2015

ORCHIDLAND NEIGHBORS
HC2 BOX 5688
KEAAU, HI 96749-0000

Employer Identification Number:
47-3459597
DIN:
26053527002855
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b) (1) (A) (vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 11, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

ORCHIDLAND NEIGHBORS

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas P. [unclear]". The signature is written in dark ink and is positioned above the typed name.

Director, Exempt Organizations

COUNTY OF HAWAII

Real Property Tax Office



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 [Next Parcel](#) |
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 [Hawaii Home](#) |
 [Real Property Home](#)

Owner and Parcel Information

Owner Name	ORCHIDLAND NEIGHBORS Fee Owner, Tenants in Severalty	Today's Date	January 14, 2019
Mailing Address	HC 2 BOX 5688 KEAAU, HI 96749-9406	Parcel Number	160100050000
Location Address	16-1661 36TH AVENUE	Project Name	
Property Class	AGRICULTURAL	Parcel Map	Show Parcel Map Plat (TMK) Maps
Neighborhood Code	16721-5	Land Area (acres)	2
Legal Information	LOT 49 2.00 AC BLK M-M-M MAP 53 LCAPP 1053	Land Area (approximate sq ft)	87,120

Assessment Information [Show Historical Assessments](#)

Year	Property Class	Market Land Value	Dedicated Use Value	Assessed Land	Land Exemption	Market Building Value	Assessed Building Value	Building Exemption	Total Market Value	Total Taxable Value
2018	AGRICULTURAL	\$ 27,000	\$ 0	\$ 27,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 27,000	\$ 27,000

Land Information

Property Class	Square Footage	Acreage	Agricultural Usage
	87,120	2	

Improvement Information

No improvement information available for this parcel.

Other Building and Yard Improvements

Description	Quantity	Year Built	Area	Gross Building Value
No information associated with this parcel.				

Permit Information

Date	Permit Number	Reason	Permit Amount
No permit information associated with this parcel.			

Dept of Public Works Bldg Division Permit and Inspections Information

Permit Date	Permit Type	Permit Number	Permit Reason	Permit Description	Estimated Cost	Inspection Date	Inspection Status
No permit and inspections information associated with this parcel.							

As a courtesy to the public, we provide building permit data as supplied by the Department of Public Works. As such, no warranties, expressed or implied, are provided for the data herein, its use or its interpretation, and accuracy.

Sales Information

Sale Date	Sale Amount	Instrument #	Instrument Type	Instrument Description	Date of Recording	Land Court Document Number	Cert #	Book/Page	Conveyance Tax	Document Type
03/28/2016	\$ 0		FEE CONVEYANCE	Decree determining heirs	04/04/2016	9590118	92817			Decree determining heirs
03/16/2016	\$ 53,000		FEE CONVEYANCE	Warranty Deed	04/04/2016	9590119	1114117		53	Warranty Deed

Current Tax Bill Information [2018 Tax Payments](#) [Show Historical Taxes](#)

Tax Period	Description	Original Due Date	Taxes Assessment	Tax Credits	Net Tax	Penalty	Interest	Other	Amount Due
2018-1	Real Property Tax	08/20/2018	\$ 0.00	\$ 0.00	\$ 12.62	\$ 0.00	\$ 0.63	\$ 0.00	\$ 13.25
2018-2	Real Property Tax	02/20/2019	\$ 0.00	\$ 0.00	\$ 126.22	\$ 0.00	\$ 0.00	\$ 0.00	\$ 126.22
									\$ 139.47

Tax bill is computed to 01/31/2019 Or pay online at <http://payments.ehawaii.gov/propertytax/hawaii> Other Payment Options Click [Here](#)

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The Hawaii County Tax Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided

COUNTY OF HAWAII

Real Property Tax Office



Recent Sales in Area	Previous Parcel	Next Parcel	Return to Main Search Page	Hawaii Home	Real Property Home
Owner and Parcel Information					
Owner Name	ORCHIDLAND NEIGHBORS Fee Owner, Tenants in Severalty		Today's Date	January 14, 2019	
Mailing Address	HC 2 BOX 5688 KEAAU, HI 96749-9406		Parcel Number	160100060000	
Location Address	16-1655 36TH AVENUE		Project Name		
Property Class	AGRICULTURAL		Parcel Map	Show Parcel Map Plat (TMK) Maps	
Neighborhood Code	16721-5		Land Area (acres)	2	
Legal Information	LOT 50 2.00 AC BLK M-M-M MAP 53 LCAPP 1053		Land Area (approximate sq ft)	87,120	

Assessment Information Show Historical Assessments										
Year	Property Class	Market Land Value	Dedicated Use Value	Assessed Land	Land Exemption	Market Building Value	Assessed Building Value	Building Exemption	Total Market Value	Total Taxable Value
2018	AGRICULTURAL	\$ 27,000	\$ 0	\$ 27,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 27,000	\$ 27,000

Land Information			
Property Class	Square Footage	Acreage	Agricultural Usage
	87,120	2	

Improvement Information	
No improvement information available for this parcel.	

Other Building and Yard Improvements				
Description	Quantity	Year Built	Area	Gross Building Value
No information associated with this parcel.				

Permit Information			
Date	Permit Number	Reason	Permit Amount
No permit information associated with this parcel.			

Dept of Public Works Bldg Division Permit and Inspections Information							
Permit Date	Permit Type	Permit Number	Permit Reason	Permit Description	Estimated Cost	Inspection Date	Inspection Status
No permit and inspections information associated with this parcel.							
As a courtesy to the public, we provide building permit data as supplied by the Department of Public Works. As such, no warranties, expressed or implied, are provided for the data herein, its use or its interpretation, and accuracy.							

Sales Information										
Sale Date	Sale Amount	Instrument #	Instrument Type	Instrument Description	Date of Recording	Land Court Document Number	Cert #	Book/Page	Conveyance Tax	Document Type
03/28/2016	\$ 0		FEE CONVEYANCE	Decree determining heirs	04/04/2016	9590118	92817			Decree determining heirs
03/16/2016	\$ 53,000		FEE CONVEYANCE	Warranty Deed	04/04/2016	9590119	1114117		53	Warranty Deed

Current Tax Bill Information 2018 Tax Payments Show Historical Taxes									
Tax Period	Description	Original Due Date	Taxes Assessment	Tax Credits	Net Tax	Penalty	Interest	Other	Amount Due
2018-1	Real Property Tax	08/20/2018	\$ 0.00	\$ 0.00	\$ 12.62	\$ 0.00	\$ 0.63	\$ 0.00	\$ 13.25
2018-2	Real Property Tax	02/20/2019	\$ 0.00	\$ 0.00	\$ 126.22	\$ 0.00	\$ 0.00	\$ 0.00	\$ 126.22
									\$ 139.47
Tax bill is computed to 01/31/2019 Or pay online at http://payments.ehawaii.gov/propertytax/hawaii Other Payment Options Click Here									

Recent Sales in Area	Previous Parcel	Next Parcel	Return to Main Search Page	Hawaii Home	Real Property Home
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PREPARED BY
ORCHIDLAND NEIGHBORS
FROM AN ARCHITECT PROPOSAL

Please Note: Mr. Fleming couldn't get his professional proposal to ON before the timeline to submit this application due to a death of an immediate family member. From a previous written proposal and a phone conference we were able to obtain the info need for our Grant-In-Aid application. Mahalo for your understanding.

SUMMARY OF SCOPE OF WORK

The architect plans would include Community Building, Covered Containers, Maintenance/Security Building, Covered Pavilions and Comfort Stations. The site development would include engineering for the parking lots, athletic fields, site lighting, perimeter fencing, playground, walking path and a small skate park.

• Architecture	\$194,000
• Civil Engineer	64,000
• Structural Engineer	43,000
• Mechanical Engineer	32,000
• Electrical Engineer	42,000
• Landscape Architect	15,000
• Cost Estimator	10,000
TOTAL	\$400,000

For Verification:

Fleming & Associates, LLC

Scott Fleming, AIA

808-935-9358

sfleming@fleminghawaii.com



FLEMING & ASSOCIATES, LLC
ARCHITECTS, PLLC
1000 KALANANAKU BLVD., SUITE 100
HONOLULU, HAWAII 96813



Professional Engineer
No. 10000
State of Hawaii



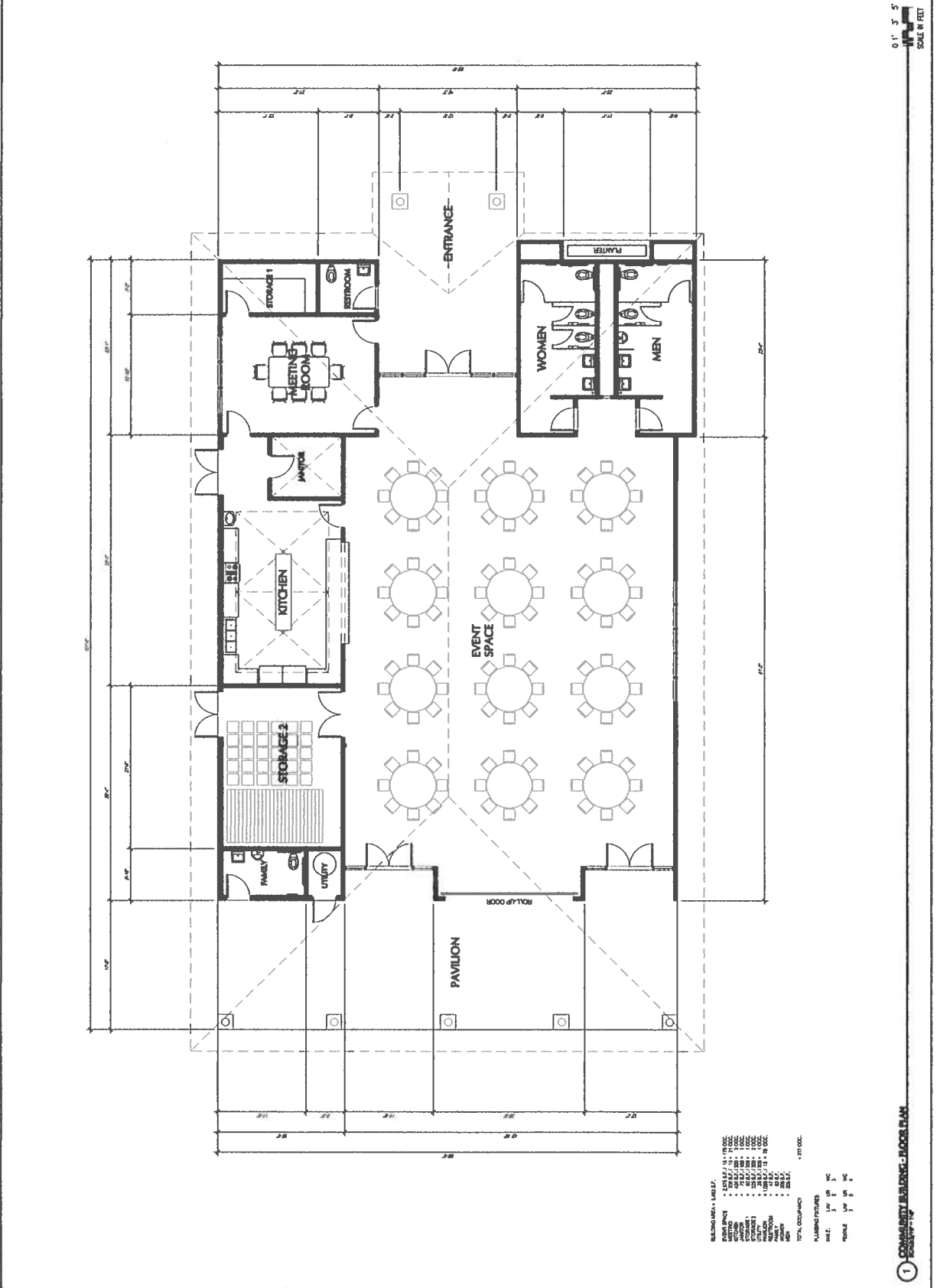
**ORCHARDLAND ESTATES PARK
MASTER PLAN**
LOT 49 & 50 ORCHARDLAND ESTATES
KAAIUA, HAWAII 96849
D1 1-08-012-005

**ORCHARDLAND ESTATES PARK
MASTER PLAN**

PROJECT NO.: 181010
PROJECT AREA:
PROJECT NUMBER: 01

SCALE: 1/8" = 1'-0"
DATE: 09/06/18

SHEET: A3.0



BUILDING AREA - LEVEL 01	
MEETING ROOM	14' x 17' 0" = 238.0
KITCHEN	14' x 17' 0" = 238.0
EVENT SPACE	14' x 17' 0" = 238.0
MEN	14' x 17' 0" = 238.0
WOMEN	14' x 17' 0" = 238.0
STORAGE 1	14' x 17' 0" = 238.0
STORAGE 2	14' x 17' 0" = 238.0
FAMILY	14' x 17' 0" = 238.0
UTILITY	14' x 17' 0" = 238.0
RESTROOM	14' x 17' 0" = 238.0
PLANTER	14' x 17' 0" = 238.0
PAVILION	14' x 17' 0" = 238.0
TOTAL OCCUPANCY	1771.0

1 COMMUNITY BUILDING - FLOOR PLAN

ZENDO KERN PLANNING CONSULTANT LLC
194 Wiwoole St. Hilo, HI 96720
Phone: 808-333-3393
Email: info@zendokern.com

PROPOSAL

January 12, 2019

Orchidland Neighbors
c/o Sharon Landry
HC 2 Box 5688
Keaau, HI 96749-9406

**SUBJECT: Fee and Scope of Work – Special Permit Application to allow:
A Neighborhood Park and Community Building
Orchidland, Keaau, Hawaii, TMK: (3) 1-6-010: 005 & 006**

Dear Orchidland Neighbors:

This is to follow up on our discussions regarding your proposed Special Permit to allow a Neighborhood Park and Community Building on the subject parcels of land. Thank you for considering me for such a significant project. I take it very seriously, as a contracted extension of your team, and will work to the best of my ability to achieve your desired results.

As previously discussed, I will assist you with the preparation and processing of a Special Permit for the subject properties. Please look over this proposal to formally understand the upcoming phases and actions in moving forward. Should you have any questions or concerns that I have not addressed here within, please do not hesitate to contact me.

Nature of Project

As noted above, it is your intent to build a Neighborhood Park and Community Building on the subject parcels. The Special Permit request will include the following components: 1) Community Building, including: event space, meeting room, commercial kitchen, office (emergency triage), office (general), office (Food Basket), respiratory room and storage. 2) A Neighborhood Park, including: walking paths, keiki playground, pavilions, BBQ area, skate park, comfort station, three multipurpose outdoor courts, athletic field, farmers market area, covered shipping containers, emergency vehicle access, parking, water catchment system, septic system, perimeter fencing and a maintenance structure.

The subject property is located within the State Land Use Agriculture District, which does not allow for this type of activity without obtaining a Special Permit from the Hawaii County Windward Planning Commission. A Special Permit Application including a

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Orchidland Neighbors
January 12, 2019
Page 2

Background/Environmental report and other pertinent information must be submitted to the Planning Department for their review and recommendation, then forwarded to the Windward Planning Commission for a final decision. This proposal covers the process to obtain said Special Permit.

Proposed Scope of Work

I will be responsible for all planning and governmental relations involved in the Special Permit application. I will work directly with you or your designee on planning the best course of action to achieve the desired results of land uses and governmental compliance.

Additional consultants and/or professionals will or might be required to meet the application requirements. This could mean a surveyor, traffic engineer, and etc. I will be responsible for soliciting fee proposals for the required scope of work and then I will be coordinating and managing their assignments.

With the assistance of your other consultants (as may be needed), I shall be responsible for the preparation of the Planning/Environmental Report and Special Permit Application. The Planning/Environmental Report will address the specific land use requests in this case, as well as concerning matters such as infrastructure, environmental concerns, effects to the surrounding properties, etc.

Once the application has been submitted to the Planning Department I will monitor the status of the application and provide periodic reports and all copies of correspondences to you and/or your designee.

It will be my due diligence to coordinate and discuss the application with the appropriate government officials and prepare responses to agency comments. Part of the application processes involves other county agencies providing comments on the proposed requests; these agencies include the Fire Department, Dept. of Water Supply, Dept. of Public Works, etc. These comments will definitely affect the outcome of the permit request; therefore it is essential to work with the various departments to ensure reasonable conditions are imposed on the land use permits.

As directed, present your application to the community (if needed) and the Windward Planning Commission. The Windward Planning Commission will make the final decision on the Special Permit; I will be responsible for representing the application in front of the Planning Commission and addressing any concerns and questions related to the application.

Other Important Notices: A list of surrounding property owners within 500-feet of the property must be developed and these individuals must be notified of the filing of the applications and, later, of the public hearing. This will be done as part of a reimbursable item.

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Orchidland Neighbors
January 12, 2019
Page 3

Furthermore, signs have to be placed on the property notifying the public of these applications. I will provide the sign company with the appropriate wording and related instructions for the signs. However, you would have to pay for it and place it on the property at the appropriate time.

Application Requirements and Preliminary Costs

Your Architect Scott Fleming will be responsible for drafting all floor plans, elevation drawings and a scale drawn plot plan of the subject property showing all existing & proposed structures and reference points such as roadways, parking, etc.

Not knowing the ground condition, an archaeological report may be needed. If the land has been cleared and actively used for agriculture in the past, it would be possible that such a study or report would not be needed. If one is needed, I will solicit a fee for said report.

A civil engineer may be necessary for roadway improvements, septic system requirements, water usage calculations, etc. In most applications this is not necessary and highly unlikely in your particular application.

A Traffic Impact Analysis Report (TIAR) may be needed depending on the amount of traffic generated during peak traffic hours. As such, I will work without such a study until we quantify the traffic count based on the proposed operations.

After preliminary planning is concluded and a clear understanding of the additional consultants required to complete the project I will solicit fee proposals. Those fees would be paid directly by you; I would be responsible for the coordination and review of their assignments.

After this agreement is executed, here is what I would need from you:

- a. **A list of all activities, estimated daily visitor counts, hours of operation, etc. desired to be included in the Special Permit;**
- b. **prior to filing the application a check in the amount of \$500, payable to the County Director of Finance. (Application Filing Fee)**

Processing Timetable

Preparing the application for you should take me approximately two months should there be no extra considerations or inconvenience. Once the application is filed, I estimate the processing time to be approximately four (4) to six (6) months. This of course will be determined and affected by necessary professionals other than myself, as the application must be reviewed and recommended upon by the Planning Director first. The Windward Planning

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Orchidland Neighbors
January 12, 2019
Page 5

Acceptance

This fee proposal is good for 30-days from the date of this letter. Work will not begin until this agreement is signed and the initial retainer paid. If you agree with this proposal, I would appreciate your confirmation by signing in the space provided below and returning a copy to me. If, on the other hand, you wish to discuss certain aspects further, please feel free to call me. Thank you very much.

Sincerely,

Zendo Kern

APPROVED AND ACCEPTED:

BY: Sharon Landry 1-14-19
Orchidland Neighbors (Date)
President

REVISED

8:29 am, Apr 17, 2019

Fleming & Associates, LLC

557 Manono Street
Hilo, HI 96720

PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Orchidland Neighbors Community Center and Park

Project Location: Orchidland, Hawaii

Date: March 20, 2019

Client: Ms. Sharon Landry, President
Orchidland Neighbors
16-310 Aulii Street
Orchidland, HI

Tel: 808-315-3674
Email: orchidlandneighbors@gmail.com

Architect: Fleming & Associates, LLC
557 Manono Street
Hilo, HI 96720

Scott E. Fleming, AIA
Tel: 808-935-9358
Fax: 808-969-2095
sfleming@fleminghawaii.com

Project and Scope of Basic Services:

The Consultant shall provide professional Architectural and engineering design services for the Orchidland Neighbors Park and various building identified herein to be located on TMK (3) 1-6-010: 005 & 006 (Lot 49 & 50), Orchidland, HI.

- **Site Improvements** (4 acres), based on concept design plans, exterior elevations and presentation renderings prepared by Fleming & Associates, dated September, 2018, including:
 - New parking stalls and drive aisles, curbs and sidewalks,
 - Perimeter fence,
 - Perimeter walking path,
 - Dedicated playground area,
 - Dedicated skate park (future),
 - Soccer field,
 - Basketball/tennis courts (x3),
 - Septic system,
 - Exterior parking lot and play field lighting is not required.
 - It is likely the County will require the project to have a fire protection water tank and a stand-pipe for Fire Department use. Sizing of the tank depends on the size, construction type and close proximity to the other buildings.
 - A new domestic water system will be required as a rain catchment water system is not considered potable. Because the community building is serving more than 25 people, it will require a *Regulated Private Public Water System*. Although the capital cost to install UV, RO, Ozone or Chlorination may be reasonable, the cost to operate, monitor and maintain the water quality of the system can be expensive. Alternatively, the project could truck in water on a regular basis regardless of whether the water is used up or not; a potable water that sits in the tank for more than a week will become stagnate and unsafe for consumption. This too can be an expensive option.
- **Community Building** based on concept design plans, exterior elevations and presentation renderings prepared by Fleming & Associates, dated September, 2018, including:
 - Building shall be approximately 4,500 s.f.
 - Building includes a certified kitchen.
 - Water heating system and cooking range shall be heated by LPG gas system.
 - Air conditioning is not required, except at the Meeting Room.
 - Fire sprinkler system is not required.

- **Concession/Comfort Station/Pavilion Building** based on concept design plans, exterior elevations and presentation renderings prepared by Fleming & Associates, dated September, 2018, including:
 - Building shall be approximately 3,300 s.f.,
 - Concession area shall be considered to be a “cold” or “warming” kitchen and will not require ovens and/or fire suppression hoods/systems,
 - Separate Men’s and Women’s Restroom shall be provided.
- **Maintenance Building** based on concept design plans, exterior elevations and presentation renderings prepared by Fleming & Associates, dated September, 2018, including:
 - Building shall be approximately 600 s.f. and consist of a single room accessed by a rolling service door and man-door.
- **Storage Building** based on concept design plans, exterior elevations and presentation renderings prepared by Fleming & Associates, dated September, 2018, including:
 - Building shall be approximately 3,900 s.f. (under roof).
 - Building shall generally consist of four 40-foot long shipping containers supporting a wood truss roof system to create secure storage and a covered exterior staging area.
- **General Information:**
 - Project approval requires a Special Use Permit which Zendo Kern will be responsible for obtaining.
 - Project requires an Environmental Assessment, the cost for which is included herein this fee proposal and is anticipated to be in the range of \$25,000, but subject to revision.
 - Client has provided a Topographic Survey of existing grade conditions for each parcel.
 - This project will require the following permits and regulatory approvals:
 - Building Permit for each building.
 - Sign permit for new ground sign.
 - “Plan Approval” by the County of Hawaii, Dept. of Planning. This shall occur during the Schematic Design Phase and will require an approved Drainage Plan.
 - Approval by the Disabilities and Communication Access Board (DCAB) for all work occurring in the public right-of-way of for any project funded utilizing County, State or Federal funds.
 - Landscaping in compliance with “Rule 17, Landscape Requirements” of the Hawaii County Code.

- NPDES permit if site disturbance exceeds one acre; review fee not included herein this fee proposal.
- UIC drywell permit; review fee not included herein this fee proposal.
- Emergency generator system is NOT required.
- Special Inspections shall be required during construction of this building; fees for this work are not included herein this fee proposal.

Project Schedule

- To be determined by mutual agreement.

Construction Budget

To be determined; not including soft costs such as consultant fees, third-party project management, permits, land acquisition, cost of financing, legal fees, etc.

Recommended Consultant Team

- | | | |
|-----------------|-------------------------------|----------------|
| • Civil | Engineering Partners, Inc. | Yen Wen Fang |
| • Landscape | b+k Design Group, LLC | Leonard Bisel |
| • Structural | Sarwar Structural Engineering | Afaq Sarwar |
| • Mechanical | Engineering Partners, Inc. | Eli Waltz |
| • Electrical | Engineering Partners, Inc. | Eli Waltz |
| • Cost Estimate | Rider Levett Bucknall | Kevin Mitchell |

Project Delivery Method

- Anticipated to be traditional Design-Bid-Build process with construction contract awarded to lowest qualified bidder.

Compensation

The Consultant will be compensated for the basic services based on a lump sum fixed fee of Three Hundred Ninety Three Thousand Seven Hundred Fifty Four Dollars and 41/100 (\$393,754.41), inclusive of applicable taxes and exclusive of reasonable reimbursable expenses.

- The proposal is exclusive of fees associated with Public Notice, Permit or Agency review applications.
- The proposal is exclusive of fees associated with printing and plotting costs for Agency review applications and General Contractors Bid Phase review sets.

- Proposed fee assumes preparation of Drawings and Specifications for a single Application for Building Permit submittal.

The total calculated fee is distributed via the project phases as follows:

• Schematic Design / Plan Approval Environmental Assessment	\$ 87,394.22	= 22%
• Design Development Phase	\$ 92,469.94	= 23%
• Construction Documents Phase	\$ 142,391.59	= 36%
• Bidding (competitive)	\$ 6,391.64	= 2%
• Permitting	\$ 8,355.09	= 2%
• <u>Construction Administration</u>	<u>\$ 56,751.94</u>	<u>= 14%</u>
GRAND TOTAL	\$ 393,754.41	= 100%

The calculated fee is distributed to the Architect and its Consulting Engineers as follows:

• Architectural	(see Note 1)	\$ 204,177.46	= 52%
• Civil Engineer	(see Note 2)	\$ 39,143.59	= 10%
• Landscape Architect	(see Note 3)	\$ 17,232.37	= 4%
• Structural Engineer	(see Note 4)	\$ 44,073.09	= 11%
• Mechanical/Plumbing Engineer	(see Note 5)	\$ 34,819.83	= 9%
• Electrical Engineer	(see Note 6)	\$ 22,976.49	= 6%
• Environmental Assessment	(see Note 7)	\$ 26,109.65	= 7%
• <u>Cost Estimator</u>	<u>(see Note 8)</u>	<u>\$ 5,221.93</u>	<u>= 1%</u>
GRAND TOTAL		\$ 393,754.41	= 100%

(1) Fee based on the following number of fee-inclusive site visits by the Architect:

- a. Design Phases: As required by the consultant to perform and complete the work.
- b. Bid Phase: One site visit for the Pre-Bid Conference.
- c. Construction Administration:
 - One site visit for Pre-Construction Meeting
 - One site visit every two weeks while the project is in construction for a total duration of 12 months (24 visits) which is the anticipated duration of construction.
 - Two site visits for Punchlist observations and activities.

(2) See Proposal prepared by Engineering Partners, Inc., dated March 19, 2019.

- (3) Proposed fee is an Allowance and subject to revision.
- (4) Proposed fee is an Allowance and subject to revision.
- (5) See Proposal prepared by Engineering Partners, Inc., dated March 19, 2019.
- (6) See Proposal prepared by Engineering Partners, Inc., dated March 19, 2019.
- (7) Proposed fee is an Allowance and subject to revision.
- (8) Proposed fee is an Allowance and subject to revision.

Proposed Reimbursable Allowance for Architect

- Recommend \$3,000 for plotting Application for Building Permit submittal drawings (3 sets).

Hourly Rates for Approved Additional Services

The established 2019 hourly rates for the Architect's staff assigned to the Work shall be as follows:

• Principal Architect	Scott Fleming	\$200/hr.
• Project Architect	Jim Marika	\$175/hr
• Project Manager	Kim Hatch	\$165/hr.
• Drafter/Technical I	George Hanashiro	\$145/hr
• Drafter/Technical I	Jordanah Ah Puck	\$135/hr
• Drafter/Technical II	Shane Monize	\$135/hr
• Drafter/Technical II	Jacob Soares	\$100/hr
• Drafter/Technical III	Cheyenne Chun	\$75/hr
• Clerical	Jeri Chun	\$75/hr.

Time spent driving to and from the project site is charged at the hourly rates indicated above.

Services Not Included in this Proposal

It is understood that services not included in the Consultant's Scope of Basic Services are:

- Preparation of NPDES post-permit management.
- Preparation of Demolition Drawings or Specifications for removal of existing structures.
- Roadway Dedications.
- Interior Design for Furniture, Fixtures and Equipment (FFE) items.
- Off-Site Flood or Drainage Study.

- Off-Site Improvements, except for curb/gutter/sidewalk required in the Right-of-Way.
- Water Feature Design Consulting, such as fountains, pools, etc.
- Audio / Visual / Acoustical Engineering
- Acoustical or Vibration/Noise Control Engineering
- Geo-Technical Investigations and/or Foundation Recommendations Report.
- Security System Design
- Solar PV system Design
- Skate Park Design
- Elevator Consulting
- Waterproofing Consulting
- Historic / Cultural / Archaeological Survey
- Public Notice, Permit or Agency Review Application costs
- Advertisement for Bidding costs
- Physical Models
- Computer Renderings
- Construction Staking
- Applications for Variance, Use or Special Use Permitting
- United States Green Building Council LEED compliance design strategies, documentation and/or certifications
- Special Inspections during Construction as may be required by Authority of Jurisdiction, although this may be provided as an additional service.
- Graphics or Signage Design.
- Printing and plotting costs for Agency review applications and General Contractors Bid Phase review sets.
- Construction Management.
- Building Commissioning services.

Reimbursable Expenses

Reimbursable expenses will be billed to the client at 1.15 times the amount billed to Fleming & Associates, LLC. These expenses include but are not limited to the following:

- Expense of transportation in connection with the project such as air travel; car rental; lodging and per diem expenses in connection with **off-island** travel within the State of Hawaii.
- Expense of reproduction including CD ROMs, mylar sepias, photographs, specifications and other documents, excluding reproductions for Fleming & Associates, LLC, office or subconsultant use.

- Plotting and printing of three sets of Drawings as may be required for *Application for Building Permit* review submittal(s) or bidding purposes shall be considered a Reimbursable Expense.
- Plotting and printing for documents requested by the Client's other consultants or contractors shall be considered a Reimbursable Expense but shall not be provided without the prior written approval of the Client authorizing said expense.
- Expense of physical models, renderings, or computer generated visualizations/animations.
- Permit or Agency Review Application costs.

Client's Responsibility

- The Client shall make available to the Consultant full information on the Client's intent with regard to the project requirements.
- The Client will keep the Consultant advised of any changes to the project requirements that may affect the Consultant's work.
- The Client will make available to the Consultant plans, layouts, drawings, reports, etc. of existing building and survey of properties.
- The Consultant shall be entitled to rely on the accuracy and completeness of information and services provided by the Client.

Supplementary Additional Services

(To be provided by the Consultant only upon direct authorization by the Client)

Consultant shall be entitled to additional compensation for all services not specified or in excess to those indicated in the Scope of Basic Services. Consultant shall inform Client of the need or provision of any such additional services on a reasonably prompt basis. Such additional services shall include, without limitation, the following items:

- Services and/or consultation not specified and/or in excess of those indicated in the Scope of Basic Services.
- Design work required for Value Engineering (VE) occurring after the 50% Design Development phase or during the Construction Documents, Permitting or Construction Administration phases will be compensated as an additional service as may be required by the Architect and its Consultants.
- Meetings, conferences, and field trips in excess of those included within Basic Services.
- The Architect shall not proceed to perform any Supplementary Additional Services without first receiving the prior approval of the Client with regard to the scope, fees, term and other necessary conditions.

Outside Consultants

- When professional consultants outside the Fleming & Associates, LLC, staff are required and that have not been established herein this Proposal, their services will be billed to the client at 1.15 times the amount billed to Fleming & Associates, LLC.

Other Conditions

- **Ownership of Instruments of Service.** All reports, drawings, specifications, digital files, data files, computer files, field data, notes and other documents and instruments prepared by the Consultant, known as Instruments of Service shall remain the sole property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto. Further, Client shall not perform, nor allow, any change, alteration or modification of said Instruments of Service.
- **ADA.** The Consultant will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Project will comply with all interpretations of ADA requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.
- **Limitation of Liability.** Neither the Consultant Architect, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation paid pursuant to this Proposal and/or Agreement by reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong; Owner agrees to indemnify and hold harmless the Consultant Architect from and against any and all liability in excess of this limit.
- In the event of any litigation arising from or related to this Proposal or future Agreements or the services provided under future Agreements, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.
- **Intellectual Property.** The Consultant retains all intellectual property rights and copyrights to this work and derivative works with all protections and rights afforded under the United States of America federal copyright laws.
- **Photography.** The Consultant shall have the right to access for photographs and representations of the project design and design documents inclusive of photography of the completed project among the Consultant's promotional and professional materials. The Consultant retains the right to submit the project for consideration in various publications and award programs.
- **Press Releases and Publications.** The Client shall cause all pertinent press releases, publicity, advertising and promotional material(s) to appropriately include/credit the Consultant as Fleming & Associates.
- **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to mediation.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with contractors and consultants retained for the project and to require all contractors and consultants also to include a similar mediation provision in all agreements with

their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

- **New and Innovative Technologies.** For projects where new or innovative technologies, products, or methods may be used, the Client acknowledges that new or innovative technologies, products or methods lack a proven history of successful application. Nevertheless, the new and innovative technologies, products or methods incorporated into the Project pursue other recognizable objectives. Due to the innovative nature, there is a significant possibility that they will not realize those objectives or have collateral consequences. Consultant has and may rely on manufacturer's representations and directions without any further obligation. Client has or will weigh the relative risks and rewards, and will accept the risks in order to incorporate the innovation into the Project.
- **Definition of "Hazardous Materials."** As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.
- **Hazardous Materials—Suspension of Services.** Both parties acknowledge that the Consultant's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant suspects that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors at the Owner's expense to identify and abate or remediate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.
- **Hazardous Materials Indemnity.** The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, partners, employees and subconsultants) from and against any and all claims suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, remediation, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, or about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant, or its officers, directors, partners, employees and subconsultants.
- **Waiver of Claims for Hazardous Materials.** In consideration of the substantial risks to the Consultant in rendering its services in connection with the project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Consultant, its officers, directors, partners, employees or sub-consultants, which may arise out of or may in any way be connected to the presence of such hazardous materials. The Owner acknowledges that the Consultant and its officers, directors, partners, employees and subconsultants are not and shall not be required to be in any way an "arranger," "generator," or "transporter" of hazardous materials present at or near the project site, as these terms are defined in applicable federal or state statutes.
- **Jobsite Safety.** Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing,

superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

- The parties anticipate that the Consultant's services shall be completed within thirty (30) consecutive calendar months from the date of this Agreement. In the event that the Consultant's services extend beyond such time period due to any reason other than Consultant's fault, then the Consultant's compensation shall be equitably increased in an amount as negotiated by the parties.
- The parties agree that there shall be no assignment of this contract unless mutually agreed upon in advance and in writing.
- This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of any premature termination of this Agreement for any reason other than Consultant's breach, the Consultant shall be due compensation, prorated profit and reimbursable expenses up to date of notification of termination. The laws of the state of Hawaii shall govern this Agreement.
- Causes of action between the parties to this Agreement based on acts, failure to act, negligence, fault, breach of contract, warranty, express or implied shall be brought within, and not after five (5) years from the date of Final completion; not withstanding any provision in this Agreement that might be, or might be claimed, to be contrary.
- Final completion is the date when the work subject to this Agreement is sufficiently complete so that the Client can occupy, or utilize, the work for its intended purpose.
- The laws of the States of Hawaii shall govern this Proposal and/or Agreement.

Retainer

- A \$10,000.00 retainer shall be made to the Consultant prior to initiation of work activities.

Payment

- Payments shall be made to Fleming & Associates, LLC, and are due and payable 15 days from the date of the invoice. Accounts for which full payment is not received within 30 days of invoice date may be assessed a service charge and additional charges every 30 days thereafter at 12% APR or 1% above prime rate of First Hawaiian Bank, whichever is lower, until remitted in full.

ACCEPTANCE SIGNATURES

Fleming & Associates, LLC
March 20, 2019

557 Manono Street
Hilo, HI 96720

Client:

Fleming & Associates, LLC

By: Sharon Landry

By: Scott E. Fleming
Scott E. Fleming, AIA

President
Title

Managing Member
Title

Date: 3/20/19

Date: March 20, 2019



455 E. Lanikaula Street
Hilo, Hawaii 96720
www.epinc.pro
808.933.7900

P14043-19-10 C

March 19, 2019

Fleming & Associates, LLC
557 Manono Street
Hilo, Hawaii 96720

Attention: Mr. Scott Fleming, AIA

Subject: **Civil Engineering for Orchidland Neighbors Community Center and Park**
T.M.K.: (3) 1-6-010: 005 & 006

Engineering Partners is pleased to present our proposal for Civil Engineering and Design Services for the subject project located in Keaau, Puna, Hawaii. We currently understand the project to contain the following:

SCOPE-OF-SERVICES:

Project Description:

- Project property comprised of 2 parcels with a combined area of 4.0 acres
- A new private neighborhood center and park, including parking, perimeter fence, perimeter walking path, playground, skate park (future), soccer field, basketball/tennis courts (x3), septic system, potable water (with storage and booster) and non-potable (with catchment storage & booster) system.
- Site fire protection storage and riser connection, sized per COH Fire Code Amendment or NFPA 1142.
- New Community Building, one story, approx.. 4500 s.f.
- New Concession/Comfort Station/Pavilion Building, approx.. 3300 s.f.
- New Maintenance Building, approx. 600 s.f.
- New Storage Building, approx.. 3900 s.f.

General Services

1. Preparation of design submittal packages at various design stages including Construction Documents which consisting primarily of drawings and **book specifications** setting forth in reasonable detail the requirements for constructing the proposed improvements.
2. Participate in design coordination meetings/conference calls for the anticipated design phases, i.e. kick-off, Schematic Design, Design Development and Construction Documents to review engineering design provided by Engineering Partners in order to proceed with the next design phase.

3. Coordination and review with the local governing authority, including response to plans check comments and review of code related issues. Deliverables will include County and State agency approved construction documents.
4. Basic Construction Administration includes only shop drawing/submittal review, response to RFIs, field coordination issues and two site visits. Additional construction management/administration tasks may be requested and are subject to additional charges

Civil

1. Preliminary drainage calculation and plan for DPW review and approval for Plan Approval.
2. Discussion with County Fire Department and set strategy on site fire protection systems.
3. Discussion with State Dept of Health and set strategy on potable water system
4. Precise grading and drainage design for buildings, parking lot, park grounds, ball field(s), driveway and roof downspouts.
5. Septic system design for wastewater disposal; It may be one "central" IWS or separate IWSs serving different buildings.
6. Provide design of the installation of potable and non-potable water storage tanks. See Mechanical proposal for booster systems. If any water treatment or disinfectant booster system is required, it will be considered additional work.
7. Design of fire protection storage and riser connection.
8. Preparation and submit NPDES permit application.

EXCLUSIONS:

Services not set forth above as Basic Services or Additional Services to this proposal are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

General Exclusions:

1. Topographic and Boundary Survey. The client shall provide the topographic survey of the project site with boundary information and benchmark information in PDF and in CAD format. Any additional survey need will be provided by the project surveyor.
2. Skate park design.
3. Architecture, Landscape Architecture, Land Surveying, Structural, Traffic, and Geotechnical Engineering.
4. Any associated permit fees
5. Value Engineering. Any value engineering effort requested will be subject to additional charges by Time and Material (T&M) basis.

6. **Any LEED certification**, Living Building Challenge, HICHP, and any formal "Green/Sustainable" construction certification and efforts.
7. Attendance of weekly design meetings and/or conference calls. We will attend meetings when issues relating to our disciplines are to be discussed or if a specific conflict arises involving other related disciplines. If requested, this effort will be subject to additional charges by T&M.
8. Design of any wastewater pump/lift station, treatment works for onsite disposal system. If required by State DOH, we can perform this work under a separate agreement.
9. Any water feature design, i.e. swimming pool, Spa, ponds, water fountain, man-made creek..... We can perform this work under a separate agreement.
10. Any onsite water well, water treatment, disinfectant booster/recirculation system design. We can perform this work under a separate agreement.
11. Fire pump system. If required, this will be considered additional work.
12. NPDES post-permit management i.e. 30-day pre-construction notice, Permit secession notice, and reporting. If requested by owner, we can perform this work under a separate agreement.
13. DOT Highway review and/or permit; Any work that triggers DOT Highways review and/or permit will be subject to additional charge.
14. Consolidation and/or Subdivision map and application; We can perform this work under a separate agreement.
15. Our Basic construction administration services do not include construction management tasks i.e. full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment request / change order request, etc. We will attend meetings when issues relating to our disciplines are to be discussed or if a specific conflict arises involving other related disciplines.
16. As-built documentation. This can be provided as an additional cost at the hourly rates listed below.
17. Any offsite improvement design not specifically stated above, i.e. waterline and/or sewer line extension, channelized intersection, auxiliary lane addition, drainage improvement. We can perform this work under a separate agreement.
18. Any Planning and Zoning, environmental, Hazmat related permits and issues i.e. SMA, Change of Zone, Use/Special Use Permit, Zoning Variances, EIS/ EA, Explosive ordinance survey, Hazmat Survey, TIAR, Archaeological study.....
19. Unless otherwise noted, the project is not required to be in compliance to Flood zone design standards.

Scott Fleming, AIA
Orchidland Neighbors Park - Civil
March 19, 2019

FEE BASIS: Our fee for performing this work will be as follows:

Schematic Design (drawings only)	\$ 11,720.00
Design Development (PS&E)	\$ 10,200.00
Construction Documents (PS&E)	\$ 11,000.00
Permitting	\$ 600.00
Bidding	\$ 600.00
Construction Admin	\$ 3,360.00
Subtotal	\$ 37,480.00
HI GE Tax	\$ 1,663.59
TOTAL	\$ 39,143.59

Please note that these fees are based upon providing the engineering services noted and having the necessary design information available for completing construction documents. They do not account for multiple submissions based upon redesign during permit review or construction, nor do they include unforeseen existing conditions which result in redesign or reconfiguration of the original design concept. Please refer to the attached Standard Terms and Conditions.

If this proposal meets your approval, please return a signed copy of this agreement to our office. Should there be any questions regarding the above, or if additional clarification regarding our anticipated scope of services and associated fee is desired, please do not hesitate to call.

Sincerely,

ENGINEERING PARTNERS

Yen Wen Fang
0418, E=yen@pintegrated.com,
O="Engineering Partners, Inc", CN=Yen Wen
Fang
2019.03.20 09:52:55-10'00'
Yen Wen Fang, P.E.
Principal

Accepted this 20 day of Mar, 2019

By Sharon Landry, President

STANDARD TERMS AND CONDITIONS

EXISTING CONDITIONS: If during demolition and construction, conditions are found that were not previously shown either on as-built documents or through knowledge of the Owner and his representative, then the engineer shall be notified promptly as to the extent and ramifications to the project. The design to accommodate the existing conditions will be billed on an hourly basis using the attached rate chart. A supplemental proposal will be issued with a "not to exceed" limit. The cost increase due to the unforeseen or unknown conditions is the responsibility of the Owner. The Consultant cannot be held liable for additional cost due to known or unknown existing conditions.

EXISTING UNPERMITTED / NON-COMPLIANT IMPROVEMENTS: All effort related to resolving issues with existing unpermitted, open permitted, and/or non-compliant improvements will be considered additional work and is subject to Time and Expense charges.

SINGLE PERMIT SUBMISSION: Unless otherwise noted in the agreement, the permit drawings are prepared as a single phase, and single submittal for all agency approvals. Attempt to separate the submittal package for the different agencies or to fast-track certain permits will result in confusion and extra effort. This effort will be considered Additional Work and subject to the hourly rate charges.

PROPOSAL ACCEPTANCE: This proposal shall become binding, subject to the terms and conditions herein, when one of the following has occurred: acceptance by the Client through written or verbal acknowledgment, commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by Engineer. This proposal is valid for a period of 30 days.

FIELD CHANGE RE-DESIGN: Any redesign effort triggered by client-initiated field changes, contractor's error or request and/or unforeseen field conditions may be subject to additional charges. Unless otherwise agreed upon, these charges will be Time and Expense basis according to the hourly rates below.

ADDITIONAL WORK: Our fee for performing additional work shall be on a time and expense basis in accordance with the following rate schedule. This work shall not be implemented until we have your written authorization to proceed:

Principal Engineer	\$200/hr	Licensed Land Surveyor	\$150/hr
Project Manager	\$150/hr	Survey Analyst	\$110/hr
Project Engineer	\$130/hr	Survey Crew Chief	\$100/hr
Designer	\$100/hr	Survey Assistant	\$80/hr

TIME & EXPENSE NOT TO EXCEED: When billing is based on T&E NTE, we are responsible to notify the client when the NTE amount is approaching or slightly exceeding the limit. The Client shall give clear direction to consultant. Continue the project or stop in order to limit the unnecessary additional expenses.

BILLING/PAYMENT SCHEDULE AND INTEREST RATE FOR LATE PAYMENT: We shall invoice you monthly for services performed. Our invoice will be in your office according to the date and time you designate. Payment for our services is due within 30 days of invoice date.

PAYMENT TERMS: Overdue balance may be subject to a monthly interest of 1.5%. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect said overdue client sums, then Client agrees that all collection costs shall be due immediately and be payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's times spent in efforts to collect. This obligation of the client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

ASSIGNMENT: During the term of the Agreement and following its expiration or termination for any reason, neither Client nor Consultant may assign this Agreement or any right, claim, cause of action, duty or obligation under it without the prior written consent of the other party.

LIMITATION OF LIABILITY: The Client agrees to limit our liability for damages to the sum of \$50,000.00 or the total amount of our design fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

INACTIVE PROJECT: The Client agrees to pay 100% of the work complete and expenses incurred when a project is put on hold during the design phase for more than 6 consecutive months or no construct contract is awarded and commenced within 12 months of permit issuance. Restarting, permit resubmittal and renewal, and a delayed construction schedule of the project will be considered an Additional Service Request (ASR) with an updated fee schedule.

PROJECT TERMINATION: In the event of termination of this agreement, we shall be reimbursed for all services rendered and all costs incurred through the date and time of the termination at the hourly rates then in effect.

OWNERSHIP OF DOCUMENTS: All documents, drawings, reports, field data, notes and specifications (including drawings and other data provided on any form of electronic media) prepared by us pursuant to this agreement, are instruments of service with respect to the project. We shall retain an ownership and property interest therein, whether or not the project is completed. You may make and retain copies for information and reference in connection with this project. Such documents (including electronic media) are not intended or represented to be suitable for reuse by you or others on extensions of this project or any other project.

CONSTRUCTION SAFETY: We have not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work on this project.

OPINIONS OF PROBABLE COST: Since we have no control over the costs of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, our Opinions of Probable Cost will be made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional engineer familiar with the construction industry. We cannot and do not guarantee that proposals, bids or actual construction costs will not vary from our Opinions of Probable Cost.

SHOP DRAWINGS: We shall review shop drawings, samples and other product data which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept of the project and compliance with the information given in the documents. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction.

CONSTRUCTION DELAYS: We cannot be held responsible for delays caused by factors beyond our reasonable control, including but not limited to failure of the Client to furnish timely information or to approve or disapprove our services or our work, or delays caused by faulty performance by the Client or by contractors of any level. In addition, we shall not be responsible for the construction schedule, as we have no control over the Contractor's scheduling, manpower resources, equipment availability or workload.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that may arise during or following the completion of the project, we both agree that all disputes arising out of or relating to this agreement shall be submitted to non-binding mediation under the auspices of a nationally recognized mediation agency.



455 E. Lanikaula Street
Hilo, Hawaii 96720
www.epinc.pro
808.933.7900

P14043-19-10 M

March 20, 2019

Fleming & Associates, LLC
557 Manono Street
Hilo, Hawaii 96720

Attention: Mr. Scott Fleming, AIA

Subject: **Mechanical Engineering for Orchidland Neighbors Community Center and Park**
T.M.K.: (3) 1-6-010: 005 & 006

Engineering Partners is pleased to present our proposal for Electrical Engineering and Design Services for the subject project located in Keaau, Puna, Hawaii. We currently understand the project to contain the following:

SCOPE-OF-SERVICES:

Project Description:

- Project property comprised of 2 parcels with a combined area of 4.0 acres
- Hydro-pneumatic tanks and pumps for potable and non-potable water systems
- No fire pump. No fire sprinkler system.
- Air condition for Meeting Room in the Community Building only.
- New Community Building, one story, approx.. 4500 s.f.
- New Concession/Comfort Station/Pavilion Building, approx.. 3300 s.f.
- New Maintenance Building, approx. 600 s.f.
- New Storage Building, approx.. 3900 s.f.

General Services

1. Preparation of design submittal packages at various design stages including Construction Documents which consisting primarily of drawings and book specifications setting forth in reasonable detail the requirements for constructing the proposed improvements.
2. Participate in design coordination meetings/conference calls for the anticipated design phases, i.e. kick-off, Schematic Design, Design Development and Construction Documents to review engineering design provided by Engineering Partners in order to proceed with the next design phase.
3. Coordination and review with the local governing authority, including response to plans check comments and review of code related issues. Deliverables will include County and State agency approved construction documents.

4. Basic Construction Administration includes only shop drawing/submittal review, response to RFIs, field coordination issues and two site visits. Additional construction management/administration tasks may be requested and are subject to additional charges

Community Building:

1. Provide design for the installation of a domestic plumbing system to include sanitary piping, plumbing vent, cold water and hot water distribution system for the restrooms and the kitchen.
2. Provide design for the installation of an instant gas fired hot water system for the kitchen.
3. Provide design for the installation of an LPG piping system for the water heating system and kitchen range.
4. Provide design for the installation of a grease interceptor for the kitchen plumbing fixtures.
5. Provide design for the installation of a water pump and hydropneumatics system for the potable and non-potable water in the building.
6. Provide design for the installation of a Class 1 hood for the kitchen range.
7. Provide design for the installation of a hood make-up air system for the kitchen, the make up air system will also provide ventilation air in the space.
8. Provide design for the installation of a ductless split system with fresh air makeup and ceiling cassettes for the Meeting Room only. This system will not be an environmental control system with precise humidity, temperature and indoor air quality control components.
9. Provide design for the installation of exhaust fans for the restrooms.

Concession Building:

1. Provide design for the installation of a domestic plumbing system to include sanitary piping, plumbing vent, cold water and hot water distribution system for the restrooms and the concession area.
2. Provide design for the installation of an instant gas fired hot water system for the concession area.
3. Provide design for the installation of an LPG piping system for the water heating system.
4. Provide design for the installation of a grease interceptor for the kitchen plumbing fixtures.
5. Provide design for the installation of a water pump and hydropneumatics system for the potable and non-potable water in the building.
6. Provide design for the installation of exhaust fans for the restrooms, utility rooms and janitors closet.

Maintenance Building

1. Provide design for the installation of a hose bibbs for the building.
2. Provide design for the installation of a water pump and hydropneumatics system for the non-potable water in the building. This system will be shared with the Storage Building

Storage Building:

1. Provide design for the installation of a hose bibbs for the building connecting to the Maintenance Building

EXCLUSIONS:

Services not set forth above as Basic Services or Additional Services to this proposal are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

Exclusions:

1. Any other air conditioning /ventilation system.
2. Fire Sprinkler systems and fire pump.
3. Kitchen layout/equipment selection.

Scott Fleming, AIA
 Orchardland Neighbors Park - Mechanical
 March 20, 2019

FEE BASIS: Our fee for performing this work will be as follows:

	Community Bldg		Concession/Comfort Sta		Maint Bldg	Storage
	Mech.	Plumbing	Mech.	Plumbing	Plumbing	Plumbing
Schematic Design	\$ 2,340.00	\$ 2,320.00	\$ 2,000.00	\$ 1,740.00	\$ 1,160.00	\$ 400.00
Design Development	\$ 4,500.00	\$ 2,320.00	\$ 1,000.00	\$ 1,740.00	\$ 580.00	\$ 400.00
Construction Doc	\$ 2,680.00	\$ 1,680.00	\$ 1,260.00	\$ 1,680.00	\$ 840.00	\$ 400.00
Permitting						
Bidding						
Construction Admin	\$ 1,440.00	\$ 1,040.00	\$ 260.00	\$ 1,040.00	\$ 260.00	\$ 260.00
Subtotal by Bldg	\$ 10,960.00	\$ 7,360.00	\$ 4,520.00	\$ 6,200.00	\$ 2,840.00	\$ 1,460.00

Subtotal	\$ 33,340.00
4.4386% GE Tax	\$ 1,479.83
Total	\$ 34,819.83

Please note that these fees are based upon providing the engineering services noted and having the necessary design information available for completing construction documents. They do not account for multiple submissions based upon redesign during permit review or construction, nor do they include unforeseen existing conditions which result in redesign or reconfiguration of the original design concept. Please refer to the attached Standard Terms and Conditions.

If this proposal meets your approval, please return a signed copy of this agreement to our office. Should there be any questions regarding the above, or if additional clarification regarding our anticipated scope of services and associated fee is desired, please do not hesitate to call.

Sincerely,

ENGINEERING PARTNERS
 Yen Wen Fang
 C=US, E=yenw@epintegrated.com, O=Engineering
 Partners, Inc., CN=Yen Wen Fang
 2019.03.20 09:46:48-10'00"
 Yen Wen Fang, P.E.
 Principal

Accepted this 20 day of Mar, 2019

By Sharon Landry, President

STANDARD TERMS AND CONDITIONS

EXISTING CONDITIONS: If during demolition and construction, conditions are found that were not previously shown either on as-built documents or through knowledge of the Owner and his representative, then the engineer shall be notified promptly as to the extent and ramifications to the project. The design to accommodate the existing conditions will be billed on an hourly basis using the attached rate chart. A supplemental proposal will be issued with a "not to exceed" limit. The cost increase due to the unforeseen or unknown conditions is the responsibility of the Owner. The Consultant cannot be held liable for additional cost due to known or unknown existing conditions.

EXISTING UNPERMITTED / NON-COMPLIANT IMPROVEMENTS: All effort related to resolving issues with existing unpermitted, open permitted, and/or non-compliant improvements will be considered additional work and is subject to Time and Expense charges.

SINGLE PERMIT SUBMISSION: Unless otherwise noted in the agreement, the permit drawings are prepared as a single phase, and single submittal for all agency approvals. Attempt to separate the submittal package for the different agencies or to fast-track certain permits will result in confusion and extra effort. This effort will be considered Additional Work and subject to the hourly rate charges.

PROPOSAL ACCEPTANCE: This proposal shall become binding, subject to the terms and conditions herein, when one of the following has occurred: acceptance by the Client through written or verbal acknowledgment, commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by Engineer. This proposal is valid for a period of 30 days.

FIELD CHANGE RE-DESIGN: Any redesign effort triggered by client-initiated field changes, contractor's error or request and/or unforeseen field conditions may be subject to additional charges. Unless otherwise agreed upon, these charges will be Time and Expense basis according to the hourly rates below.

ADDITIONAL WORK: Our fee for performing additional work shall be on a time and expense basis in accordance with the following rate schedule. This work shall not be implemented until we have your written authorization to proceed:

Principal Engineer	\$200/hr	Licensed Land Surveyor	\$150/hr
Project Manager	\$150/hr	Survey Analyst	\$110/hr
Project Engineer	\$130/hr	Survey Crew Chief	\$100/hr
Designer	\$100/hr	Survey Assistant	\$80/hr

TIME & EXPENSE NOT TO EXCEED: When billing is based on T&E NTE, we are responsible to notify the client when the NTE amount is approaching or slightly exceeding the limit. The Client shall give clear direction to consultant. Continue the project or stop in order to limit the unnecessary additional expenses.

BILLING/PAYMENT SCHEDULE AND INTEREST RATE FOR LATE PAYMENT: We shall invoice you monthly for services performed. Our invoice will be in your office according to the date and time you designate. Payment for our services is due within 30 days of invoice date.

PAYMENT TERMS: Overdue balance may be subject to a monthly interest of 1.5%. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect said overdue client sums, then Client agrees that all collection costs shall be due immediately and be payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's times spent in efforts to collect. This obligation of the client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

ASSIGNMENT: During the term of the Agreement and following its expiration or termination for any reason, neither Client nor Consultant may assign this Agreement or any right, claim, cause of action, duty or obligation under it without the prior written consent of the other party.

LIMITATION OF LIABILITY: The Client agrees to limit our liability for damages to the sum of \$50,000.00 or the total amount of our design fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

INACTIVE PROJECT: The Client agrees to pay 100% of the work complete and expenses incurred when a project is put on hold during the design phase for more than 6 consecutive months or no construct contract is awarded and commenced within 12 months of permit issuance. Restarting, permit resubmittal and renewal, and a delayed construction schedule of the project will be considered an Additional Service Request (ASR) with an updated fee schedule.

PROJECT TERMINATION: In the event of termination of this agreement, we shall be reimbursed for all services rendered and all costs incurred through the date and time of the termination at the hourly rates then in effect.

OWNERSHIP OF DOCUMENTS: All documents, drawings, reports, field data, notes and specifications (including drawings and other data provided on any form of electronic media) prepared by us pursuant to this agreement, are instruments of service with respect to the project. We shall retain an ownership and property interest therein, whether or not the project is completed. You may make and retain copies for information and reference in connection with this project. Such documents (including electronic media) are not intended or represented to be suitable for reuse by you or others on extensions of this project or any other project.

CONSTRUCTION SAFETY: We have not been retained or compensated to provide design and construction review services relating to the Contractors safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work on this project.

OPINIONS OF PROBABLE COST: Since we have no control over the costs of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, our Opinions of Probable Cost will be made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional engineer familiar with the construction industry. We cannot and do not guarantee that proposals, bids or actual construction costs will not vary from our Opinions of Probable Cost.

SHOP DRAWINGS: We shall review shop drawings, samples and other product data which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept of the project and compliance with the information given in the documents. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction.

CONSTRUCTION DELAYS: We cannot be held responsible for delays caused by factors beyond our reasonable control, including but not limited to failure of the Client to furnish timely information or to approve or disapprove our services or our work, or delays caused by faulty performance by the Client or by contractors of any level. In addition, we shall not be responsible for the construction schedule, as we have no control over the Contractor's scheduling, manpower resources, equipment availability or workload.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that may arise during or following the completion of the project, we both agree that all disputes arising out of or relating to this agreement shall be submitted to non-binding mediation under the auspices of a nationally recognized mediation agency.

P14043-19-10 E

March 19, 2019

Fleming & Associates, LLC
557 Manono Street
Hilo, Hawaii 96720

Attention: Mr. Scott Fleming, AIA

**Subject: Electrical Engineering for Orchidland Neighbors Community Center and Park
T.M.K.: (3) 1-6-010: 005 & 006**

Engineering Partners is pleased to present our proposal for Electrical Engineering and Design Services for the subject project located in Keaau, Puna, Hawaii. We currently understand the project to contain the following:

SCOPE-OF-SERVICES:

Project Description:

- Project property comprised of 2 parcels with a combined area of 4.0 acres
- Hydro-pneumatic tanks and pumps for potable and non-potable water systems
- No fire pump.
- No ball field lighting
- New Community Building, one story, approx.. 4500 s.f.
- New Concession/Comfort Station/Pavilion Building, approx.. 3300 s.f.
- New Maintenance Building, approx. 600 s.f.
- New Storage Building, approx.. 3900 s.f.

General Services

1. Preparation of design submittal packages at various design stages including Construction Documents which consisting primarily of drawings and book specifications setting forth in reasonable detail the requirements for constructing the proposed improvements.
2. Participate in design coordination meetings/conference calls for the anticipated design phases, i.e. kick-off, Schematic Design, Design Development and Construction Documents to review engineering design provided by Engineering Partners in order to proceed with the next design phase.
3. Coordination and review with the local governing authority, including response to plans check comments and review of code related issues. Deliverables will include County and State agency approved construction documents.
4. Basic Construction Administration includes only shop drawing/submittal review, response to RFIs, field coordination issues and one site visit. Additional construction management/administration tasks may be requested and are subject to additional charges

Electrical

1. Provide Electrical portion of the Energy Code Compliance calculations.
2. Design for new incoming HELCO service to the building, including all required HELCO details, site plan, service load calculations.
3. Prepare and submit HELCO application for the 'House' service.
4. Electrical power design for general power devices, connection to mechanical and plumbing equipment, and connection to other powered equipment specified by others.
5. Lighting design, fixture specifications, controls, and circuiting for back of house lighting systems in the Maintenance Building, Concession/Comfort Station/ Pavilion Building and Storage Building. Lighting design and fixture specification for the Community Building by others.
6. Provide design for specialty equipment specified by others.
7. Provide voice/data system horizontal and backbone cabling infrastructure and device locations.
8. Design for outdoor lighting in compliance with County of Hawaii outdoor lighting requirements.
9. Design new incoming telecommunications service to new telephone and CATV cabinets.
10. Provide design for service entrance conductors and wireway to allow for connection of future meter/main enclosures. Client will be responsible for providing information on the intended use of the spaces and quantity of tenants that should be designed for.

EXCLUSIONS:

Services not set forth above as Basic Services or Additional Services to this proposal are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

1. Architecture, Mechanical, Structural, Civil, Traffic, and Geotechnical Engineering.
2. FF&E selection for assembly and kitchen areas.
3. Design of Solar PV system
4. Fire alarm and/or fire protection system design.
5. Any associated permit fees
6. Value Engineering. Any value engineering effort requested will be subject to additional charges by Time and Material (T&M) basis.
7. **Any LEED certification**, Living Building Challenge, HICHP, and any formal "Green/Sustainable" construction certification and efforts.
8. Attendance of weekly design meetings and/or conference calls. We will attend meetings when issues relating to our disciplines are to be discussed or if a specific conflict arises involving other related disciplines. If requested, this effort will be subject to additional charges by T&M.
9. Our Basic construction administration services do not include construction management tasks i.e. full time on-site representation and inspection, attending weekly OAC

Scott Fleming, AIA
Orchidland Neighbors Park - Electrical
March 19, 2019

meetings, preparing progress reports, processing payment request / change order request, etc. We will attend meetings when issues relating to our disciplines are to be discussed or if a specific conflict arises involving other related disciplines.

10. As-built documentation. This can be provided as an additional cost at the hourly rates listed below.

FEE BASIS: Our fee for performing this work will be as follows:

Schematic Design (drawings only)	\$	5,800.00
Design Development (PS&E)	\$	5,800.00
Construction Documents (PS&E)	\$	7,800.00
Permitting	\$	520.00
Bidding	\$	400.00
Construction Admin	\$	1,680.00
Subtotal	\$	22,000.00
HI GE Tax	\$	976.49
TOTAL	\$	22,976.49

Please note that these fees are based upon providing the engineering services noted and having the necessary design information available for completing construction documents. They do not account for multiple submissions based upon redesign during permit review or construction, nor do they include unforeseen existing conditions which result in redesign or reconfiguration of the original design concept. Please refer to the attached Standard Terms and Conditions.

If this proposal meets your approval, please return a signed copy of this agreement to our office. Should there be any questions regarding the above, or if additional clarification regarding our anticipated scope of services and associated fee is desired, please do not hesitate to call.

Sincerely,

ENGINEERING PARTNERS

Yen Wen Fang
O=Engineering Partners, Inc., CN=Yen Wen Fang
2019.03.19 17:21:31-10'00'
Yen Wen Fang, P.E.
Principal

Accepted this 20 day of Mar, 2019

By Sharon Landry, President

STANDARD TERMS AND CONDITIONS

EXISTING CONDITIONS: If during demolition and construction, conditions are found that were not previously shown either on as-built documents or through knowledge of the Owner and his representative, then the engineer shall be notified promptly as to the extent and ramifications to the project. The design to accommodate the existing conditions will be billed on an hourly basis using the attached rate chart. A supplemental proposal will be issued with a "not to exceed" limit. The cost increase due to the unforeseen or unknown conditions is the responsibility of the Owner. The Consultant cannot be held liable for additional cost due to known or unknown existing conditions.

EXISTING UNPERMITTED / NON-COMPLIANT IMPROVEMENTS: All effort related to resolving issues with existing unpermitted, open permitted, and/or non-compliant improvements will be considered additional work and is subject to Time and Expense charges.

SINGLE PERMIT SUBMISSION: Unless otherwise noted in the agreement, the permit drawings are prepared as a single phase, and single submittal for all agency approvals. Attempt to separate the submittal package for the different agencies or to fast-track certain permits will result in confusion and extra effort. This effort will be considered Additional Work and subject to the hourly rate charges.

PROPOSAL ACCEPTANCE: This proposal shall become binding, subject to the terms and conditions herein, when one of the following has occurred: acceptance by the Client through written or verbal acknowledgment, commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by Engineer. This proposal is valid for a period of 30 days.

FIELD CHANGE RE-DESIGN: Any redesign effort triggered by client-initiated field changes, contractor's error or request and/or unforeseen field conditions may be subject to additional charges. Unless otherwise agreed upon, these charges will be Time and Expense basis according to the hourly rates below.

ADDITIONAL WORK: Our fee for performing additional work shall be on a time and expense basis in accordance with the following rate schedule. This work shall not be implemented until we have your written authorization to proceed:

Principal Engineer	\$200/hr	Licensed Land Surveyor	\$150/hr
Project Manager	\$150/hr	Survey Analyst	\$110/hr
Project Engineer	\$130/hr	Survey Crew Chief	\$100/hr
Designer	\$100/hr	Survey Assistant	\$80/hr

TIME & EXPENSE NOT TO EXCEED: When billing is based on T&E NTE, we are responsible to notify the client when the NTE amount is approaching or slightly exceeding the limit. The Client shall give clear direction to consultant. Continue the project or stop in order to limit the unnecessary additional expenses.

BILLING/PAYMENT SCHEDULE AND INTEREST RATE FOR LATE PAYMENT: We shall invoice you monthly for services performed. Our invoice will be in your office according to the date and time you designate. Payment for our services is due within 30 days of invoice date.

PAYMENT TERMS: Overdue balance may be subject to a monthly interest of 1.5%. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect said overdue client sums, then Client agrees that all collection costs shall be due immediately and be payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's times spent in efforts to collect. This obligation of the client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

Scott Fleming, AIA
Orchidland Neighbors Park - Electrical
March 19, 2019

ASSIGNMENT: During the term of the Agreement and following its expiration or termination for any reason, neither Client nor Consultant may assign this Agreement or any right, claim, cause of action, duty or obligation under it without the prior written consent of the other party.

LIMITATION OF LIABILITY: The Client agrees to limit our liability for damages to the sum of \$50,000.00 or the total amount of our design fee, whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

INACTIVE PROJECT: The Client agrees to pay 100% of the work complete and expenses incurred when a project is put on hold during the design phase for more than 6 consecutive months or no construct contract is awarded and commenced within 12 months of permit issuance. Restarting, permit resubmittal and renewal, and a delayed construction schedule of the project will be considered an Additional Service Request (ASR) with an updated fee schedule.

PROJECT TERMINATION: In the event of termination of this agreement, we shall be reimbursed for all services rendered and all costs incurred through the date and time of the termination at the hourly rates then in effect.

OWNERSHIP OF DOCUMENTS: All documents, drawings, reports, field data, notes and specifications (including drawings and other data provided on any form of electronic media) prepared by us pursuant to this agreement, are instruments of service with respect to the project. We shall retain an ownership and property interest therein, whether or not the project is completed. You may make and retain copies for information and reference in connection with this project. Such documents (including electronic media) are not intended or represented to be suitable for reuse by you or others on extensions of this project or any other project.

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