



RESOLUTION

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY AND COUNTY OF HONOLULU OR THE DIRECTOR'S AUTHORIZED REPRESENTATIVE TO SIGN AMENDMENT NO. 1 TO THE FEASIBILITY COST SHARE AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY AND COUNTY OF HONOLULU FOR THE WAILELE STREAM FLOOD CONTROL FEASIBILITY STUDY IN LAIE, OAHU, HAWAII, AND AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF BUDGET AND FISCAL SERVICES TO RECEIVE AND EXPEND FUNDS FROM HAWAII RESERVES, INC. RELATING TO SAID PROJECT.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, provides that prior City Council consent and approval is required for an intergovernmental agreement which places an obligation on any department of the City and County of Honolulu; and

WHEREAS, the U.S. Army Corps of Engineers has conducted a reconnaissance study of the flooding caused by the Waialele Stream located in Laie on the island of Oahu, Hawaii, and has determined that further study in the nature of a "Feasibility Phase Study" is required to fulfill the intent of the reconnaissance study and to assess the extent of the Federal interest in participating in a solution to the identified problem; and

WHEREAS, the City and County of Honolulu has adopted Resolution 98-325 to enter into a cooperative agreement with the U.S. Army Corps of Engineers for the Waialele Stream Flood Control Feasibility Study, the agreement, which is attached hereto as Exhibit "A" and by reference is incorporated herein; and

WHEREAS, the U.S. Army Corps of Engineers has determined the need for additional funds to complete the Waialele Stream Flood Control Feasibility Study; and

WHEREAS, the U.S. Army Corps of Engineer has estimated the total cost for the Waialele Stream Flood Control Feasibility Study will be \$1,031,300.00; and

WHEREAS, the Federal government will pay for approximately 50 percent of the total cost or \$515,650.00; and

WHEREAS, the total cost expended under the existing Feasibility Cost Share Agreement is \$417,800.00; and



RESOLUTION

WHEREAS, the U.S. Army Corps of Engineer has estimated that the cost for Amendment No. 1 to be \$613,500.00; and

WHEREAS, the Federal government will pay for approximately 50 percent of the cost for Amendment No. 1 or \$306,750.00; and

WHEREAS, the City will pay to the Federal government 50 percent of the cost for Amendment No. 1 or \$306,750.00 in cash and in-kind services; and

WHEREAS, Hawaii Reserves, Inc. will pay to the City 50 percent of the City's share of the cost for Amendment No. 1 or \$153,375.00 in cash; and

WHEREAS, the City funds needed for this project have been appropriated in Fiscal Year 2013 Capital Improvement Program budget; and

WHEREAS, the City will be required to maintain and operate the flood control project if implemented; now, therefore,

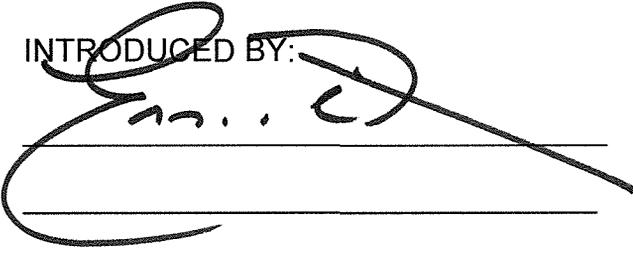
BE IT RESOLVED, by the Council of the City and County of Honolulu, State of Hawaii, that the Director of the Department of Design and Construction of the City and County of Honolulu or the Director's authorized representative is hereby authorized to enter into Amendment No. 1 to the cooperative agreement thereto with the U.S. Army Corps of Engineers for the Waialele Stream Flood Control Feasibility Study, which is substantially in the form of the draft amendment to the agreement attached hereto as Exhibit "B" and by reference is incorporated herein; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to verify the adoption of this resolution; and



RESOLUTION

BE IT FINALLY RESOLVED, that the City Clerk is hereby directed to forward a copy of this resolution to the Honorable Peter B. Carlisle, Mayor, to the Director of the Department of the Budget, to the Director of the Department of Design and Construction, to the District Engineer, Honolulu District, U.S. Army Corps of Engineers, Department of the Army, Building T-1, Room 105, Fort Shafter, Hawaii 96858-5440, and to the President and Chief Executive Officer of Hawaii Reserves, Inc., 55-510 Kamehameha Highway, Laie, Hawaii 96762.

INTRODUCED BY:  (br)

DATE OF INTRODUCTION:

NOV 14 2012
Honolulu, Hawaii

Councilmembers

NOV 14 11:34 AM
CITY CLERK
HONOLULU, HI

Exhibit A



RESOLUTION

RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY AND COUNTY OF HONOLULU OR THE DIRECTOR'S AUTHORIZED REPRESENTATIVE TO SIGN THE FEASIBILITY COST SHARE AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY AND COUNTY OF HONOLULU FOR THE WAILELE STREAM FLOOD CONTROL STUDY IN LAIE, OAHU, HAWAII AND AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF BUDGET AND FISCAL SERVICES TO RECEIVE AND EXPEND FUNDS FROM HAWAII RESERVES, INC. RELATING TO SAID PROJECT.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, provides that prior City Council consent and approval is required for an intergovernmental agreement which places an obligation on any department of the City and County of Honolulu; and

WHEREAS, the U.S. Army Corps of Engineers has conducted a reconnaissance study of the flooding caused by the Waialele Stream located in Laie on the island of Oahu, Hawaii and has determined that further study in the nature of a "Feasibility Phase Study" is required to fulfill the intent of the reconnaissance study and to assess the extent of the Federal interest in participating in a solution to the identified problem; and

WHEREAS, the Federal government will pay for approximately 50 percent of the Feasibility Phase Study cost or \$213,500; and

WHEREAS, the City will pay to the Federal government 50 percent of the Feasibility Phase Study cost or \$213,500 in cash and in-kind services; and

WHEREAS, Hawaii Reserves, Inc. will pay to the City 40 percent of the City's share of the Feasibility Phase Study cost or \$85,400 in cash; and

WHEREAS, the City funds needed for this project have been appropriated in Fiscal Year 1998 and 1999 Capital Improvement Program budget; and

WHEREAS, the City may be required to maintain and operate the flood control project if implemented; now, therefore,

BE IT RESOLVED, by the Council of the City and County of Honolulu, State of Hawaii, that the Director of the Department of Design and Construction of the City and County of Honolulu or the Director's authorized representative is hereby authorized to enter into a cooperative agreement and any amendments thereto with the U.S. Army Corps of Engineers for the Waialele Stream

RESOLUTION

Flood Control Study, which is substantially in the form of the draft agreement attached hereto as Exhibit "A" and by reference is incorporated herein; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to verify the adoption of this resolution; and

BE IT FINALLY RESOLVED, that the City Clerk is hereby directed to forward a copy of this resolution to the Honorable Jeremy Harris, Mayor, to the Director of the Department of the Budget, to the Director of the Department of Design and Construction, to the District Engineer, Honolulu District, U.S. Army Corps of Engineers, Department of the Army, Building T-1, Room 105, Fort Shafter, Hawaii 96858-5440, and to the President and Chief Executive Officer of Hawaii Reserves, Inc., 55-510 Kamehameha Highway, Laie, Hawaii 96762.

INTRODUCED BY:

Rene Mansho (BR)

Councilmembers

DATE OF INTRODUCTION:

NOV 12 1998

Honolulu, Hawaii

-2-

CITY COUNCIL
 CITY AND COUNTY OF HONOLULU
 HONOLULU, HAWAII

I hereby certify that the foregoing RESOLUTION was adopted by the COUNCIL OF THE CITY AND COUNTY OF HONOLULU on the date and by the vote indicated to the right.

ATTEST:

Genevieve Wong
GENEVIEVE G. WONG
 City Clerk

Mufi Hannemann
MUFU HANNEMANN
 CHAIR AND PRESIDING OFFICER

Dated 12/2/98

ADOPTED MEETING HELD			
12/2/98			
	AYE	NO	A/E
BAINUM	X		
DeSOTO	X		
FELIX	X		
HOLMES	X		
KIM	X		
MANSHO	X		
MIRIKITANI	X		
YOSHIMURA	X		
HANNEMANN	X		
	9	0	0

Reference: **D 963**

Report No. PSTE-637

Resolution No.

98-325

AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
THE DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU
FOR THE WAILELE STREAM FLOOD CONTROL FEASIBILITY STUDY

THIS AGREEMENT is entered into this seventh day, of Jan., 1944, by and between the Department of the Army (hereinafter the "Government"), represented by the District Engineer executing this Agreement, and the Department of Design and Construction, City and County of Honolulu (hereinafter the "Sponsor"),

WITNESSETH, that

WHEREAS, the Congress has authorized the U.S. Army Corps of Engineers to conduct studies of small flood control projects pursuant to the authority provided by the Flood Control Act of 1948, Section 205, Public Law 80-858 as amended; and

WHEREAS, the U.S. Army Corps of Engineers has conducted a reconnaissance study of the flooding caused by the Wailele Stream located in Laie on the island of Oahu, Hawaii pursuant to this authority, and has determined that further study in the nature of a "Feasibility Phase Study" (hereinafter the "Study") is required to fulfill the intent of the study authority and to assess the extent of the Federal interest in participating in a solution to the identified problem; and

WHEREAS, Section 105 of the Water Resources Development Act of 1986 (Public Law 99-662, as amended) specifies the cost sharing requirements applicable to the Study;

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, the Sponsor and the Government understand that entering into this Agreement in no way obligates either party to implement a project and that whether the Government supports a project authorization and budgets it for implementation depends upon, among other things, the outcome of the Study and whether the proposed solution is consistent with the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies and with the budget priorities of the Administration;

NOW THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

For the purposes of this Agreement:

A. The term "Study Costs" shall mean all disbursements by the Government pursuant to this Agreement, from Federal appropriations or from funds made available to the Government by the

Sponsor, and all negotiated costs of work performed by the Sponsor pursuant to this Agreement. Study Costs shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of participation in Study Management and Coordination in accordance with Article IV of this Agreement; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

B. The term "estimated Study Costs" shall mean the estimated cost of performing the Study as of the effective date of this Agreement, as specified in Article III.A. of this Agreement.

C. The term "excess Study Costs" shall mean Study Costs that exceed the estimated Study Costs and that do not result from mutual agreement of the parties, a change in Federal law that increases the cost of the Study, or a change in the scope of the Study requested by the Sponsor.

D. The term "Study Period" shall mean the time period for conducting the Study, commencing with the release to the U.S. Army Corps of Engineers Honolulu Engineer District of initial Federal feasibility funds following the execution of this Agreement and ending with the Chief of Engineers' acceptance of the Study.

E. The term "PSP" shall mean the Project Study Plan, which is attached to this Agreement and which shall not be considered binding on either party and is subject to change by the Government, in consultation with the Sponsor.

F. The term "negotiated costs" shall mean the costs of in-kind services to be provided by the Sponsor in accordance with the PSP.

G. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

ARTICLE II - OBLIGATIONS OF PARTIES

A. The Government, using funds and in-kind services provided by the Sponsor and funds appropriated by the Congress of the United States, shall expeditiously prosecute and complete the Study, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies.

B. In accordance with this Article and Article III.A., III.B. and III.C. of this Agreement, the Sponsor shall contribute cash and in-kind services equal to fifty (50) percent of Study Costs other than excess Study Costs. The Sponsor may, consistent with applicable law and regulations, contribute up to 25 percent of Study Costs through the provision of in-kind services. The in-kind services to be provided by the Sponsor, the estimated negotiated costs for those services, and the estimated schedule under which those services are to be provided are specified in the PSP. Negotiated costs shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.

C. The Sponsor shall pay a fifty (50) percent share of excess Study Costs in accordance with Article III.D. of this Agreement.

D. The Sponsor understands that the schedule of work may require the Sponsor to provide cash or in-kind services at a rate that may result in the Sponsor temporarily diverging from the obligations concerning cash and in-kind services specified in paragraph B. of this Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B. of this Article or the obligations concerning payment specified in Article III of this Agreement.

E. If, upon the award of any contract or the performance of any in-house work for the Study by the Government or the Sponsor, cumulative financial obligations of the Government and the Sponsor would result in excess Study Costs, the Government and the Sponsor agree to defer award of that and all subsequent contracts, and performance of that and all subsequent in-house work, for the Study until the Government and the Sponsor agree to proceed. Should the Government and the Sponsor require time to arrive at a decision, the Agreement will be suspended in accordance with Article X., for a period of not to exceed six months. In the event the Government and the Sponsor have not reached an agreement to proceed by the end of their 6 month period, the Agreement may be subject to termination in accordance with Article X.

F. No Federal funds may be used to meet the Sponsor's share of Study Costs unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

G. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Sponsor with a third party in furtherance of this Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Sponsor, but shall be subject to applicable Federal laws and regulations.

H. The Sponsor shall be responsible for the total cost of developing a response plan for addressing any hazardous substances regulated under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Pub. L. No. 96-510, 94 Stat. 2767, (codified at 42 U.S.C. Sections 9601-9675), as amended, existing in, on, or under any lands, easements or rights-of-way that the Government determines to be required for the construction, operation, and maintenance of the project. Such costs shall not be included in total study costs.

ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of Study Costs, current projections of each party's share of Study Costs, and current projections of the amount of Study Costs that will result in excess Study Costs. At least quarterly, the Government shall provide the Sponsor a report setting forth this information. As of the effective date of this Agreement, estimated Study Costs are \$427,000 and the Sponsor's share of estimated Study Costs is \$213,500. In order to meet the Sponsor's cash payment requirements for its share of estimated Study Costs, the Sponsor must provide a cash contribution currently estimated to be \$184,000. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect the scope of the Study described in the PSP,

projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

B. The Sponsor shall provide its cash contribution required under Article II.B. of this Agreement in accordance with the following provisions:

1. No later than 60 calendar days prior to the scheduled date for the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its share of Study Costs. No later than 30 calendar days thereafter, the Sponsor shall provide the Government the full amount of the required funds by delivering a check payable to "FAO, USAED, Honolulu Engineer District " to the District Engineer.

2. The Government shall draw from the funds provided by the Sponsor such sums as the Government deems necessary to cover the Sponsor's share of contractual and in-house financial obligations attributable to the Study as they are incurred.

3. In the event the Government determines that the Sponsor must provide additional funds to meet its share of Study Costs, the Government shall so notify the Sponsor in writing. No later than 60 calendar days after receipt of such notice, the Sponsor shall provide the Government with a check for the full amount of the additional required funds.

C. Within ninety (90) days after the conclusion of the Study Period or termination of this Agreement, the Government shall conduct a final accounting of Study Costs, including disbursements by the Government of Federal funds, cash contributions by the Sponsor, the amount of any excess Study Costs, and credits for the negotiated costs of the Sponsor, and shall furnish the Sponsor with the results of this accounting. Within thirty (30) days thereafter, the Government, subject to the availability of funds, shall reimburse the Sponsor for the excess, if any, of cash contributions and credits given over its required share of Study Costs, other than excess Study Costs, or the Sponsor shall provide the Government any cash contributions required for the Sponsor to meet its required share of Study Costs other than excess Study Costs.

D. The Sponsor shall provide its cash contribution for excess Study Costs as required under Article II.C. of this Agreement by delivering a check payable to "FAO, USAED, Honolulu Engineer District" to the District Engineer as follows:

1. After the project that is the subject of this Study has been authorized for construction, no later than the date on which a Project Cooperation Agreement is entered into for the project; or

2. In the event the project that is the subject of this Study is not authorized for construction by a date that is no later than 5 years of the date of the final report of the Chief of Engineers concerning the project, or by a date that is no later than 2 years after the date of the termination of the Study, the Sponsor shall pay its share of excess costs on that date (5 years after the date of the Chief of Engineers or 2 years after the date of the termination of the Study).

ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

A. To provide for consistent and effective communication, the Sponsor and the Government shall appoint named senior representatives to an Executive Committee. Thereafter, the Executive Committee shall meet regularly until the end of the Study Period.

B. Until the end of the Study Period, the Executive Committee shall generally oversee the Study consistently with the PSP.

C. The Executive Committee may make recommendations that it deems warranted to the District Engineer on matters that it oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider such recommendations. The Government has the discretion to accept, reject, or modify the Executive Committee's recommendations.

D. The Executive Committee shall appoint representatives to serve on a Study Management Team. The Study Management Team shall keep the Executive Committee informed of the progress of the Study and of significant pending issues and actions, and shall prepare periodic reports on the progress of all work items identified in the PSP.

E. The costs of participation in the Executive Committee (including the cost to serve on the Study Management Team) shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE V - DISPUTES

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. Such costs shall not be included in Study Costs. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS

A. Within 60 days of the effective date of this Agreement, the Government and the Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total Study Costs. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments at 32 C.F.R. Section 33.20. The Government and the Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures for a minimum of three years after completion of the Study and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Sponsor is required to conduct under the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in total Study Costs and shared in accordance with the provisions of this Agreement.

ARTICLE VII - RELATIONSHIP OF PARTIES

The Government and the Sponsor act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of the Sponsor's rights and obligations under this Agreement, the Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.11 issued pursuant thereto and published in 32 C.F.R. Part 195, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE X - TERMINATION OR SUSPENSION

A. This Agreement shall terminate at the conclusion of the Study Period, and neither the Government nor the Sponsor shall have any further obligations hereunder, except as provided in Article III.C.; provided, that prior to such time and upon thirty (30) days written notice, either party may terminate or suspend this Agreement. In addition, the Government shall terminate this Agreement immediately upon any failure of the parties to agree to extend the study under Article II.E. of this Agreement, or upon the failure of the Sponsor to fulfill its obligation under Article III. of this Agreement. In the event that either party elects to terminate this Agreement, both parties shall conclude their activities relating to the Study and proceed to a final accounting in accordance with Article III.C. and III.D. of this Agreement. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to both parties.

B. Any termination of this Agreement shall not relieve the parties of liability for any obligations previously incurred, including the costs of closing out or transferring any existing contracts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer for the U.S. Army Corps of Engineers, Honolulu Engineer District.

DEPARTMENT OF THE ARMY

CITY AND COUNTY OF HONOLULU

BY

Walter E. Walters
Lieutenant Colonel, Corps of Engineers
District Engineer
Honolulu Engineer District

BY

[Signature]
FOR Director
Department of Design and Construction
City and County of Honolulu

Form DF-74
(Mar. 1996)

Certificate

The attached contract for an intergovernmental agreement to conduct a reconnaissance study of the flooding caused by the Waiale Stream, Laie

(\$184,000.00)

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds are available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO. F70189
FUND VARIOUS FUNDS [SEE BELOW]
ACCOUNT NO. _____

HONOLULU, HAWAII **MAY 28 1999**

610/5397-99-94514D	48,000.00	(3009)
640/5787-99-94514D	85,400.00	(3009)
110/1802-99	50,600.00	(3009)

[Signature]
Director of Budget & Fiscal Services

ak

PROJECT STUDY PLAN
FOR THE
WAILELE STREAM FLOOD CONTROL FEASIBILITY STUDY
Laie, Oahu, Hawaii



U.S. Army Corps of Engineers
Honolulu Engineer District

December 1998

PROJECT STUDY PLAN

WAILELE STREAM FLOOD CONTROL STUDY LAIE, OAHU, HAWAII

DECEMBER 1998

1.0 STUDY AUTHORITY

The authority for this study is provided by Section 205 of the Flood Control Act of 1948 (Public Law 80-858) as amended, in accordance with the policies and procedures prescribed by the Chief of Engineers.

2.0 SCOPE

2.1 Background

The Wailele Stream Flood Control Study reconnaissance study was conducted in response to a 4 April 1991 letter from the City and County of Honolulu requesting that a study be conducted for the Wailele Stream watershed in Laie, Oahu, Hawaii. The purpose of the investigation was to determine if further studies by the Corps of Engineers were warranted for flood control measures along Wailele Stream. In keeping with the limited reconnaissance investigations, the analysis identified one alternative with two levels of protection as feasible from economic, engineering, and environmental perspectives. A 3,500-foot-long levee on the left bank of Wailele Stream providing either a 100-year level of protection or a SPF level of protection had benefit-cost ratios greater than one. We determined that the levee providing the 100-year level of protection was more economically efficient and it was deemed the alternative which appeared to be reasonably representative of federal interest.

More in-depth economic, engineering, and environmental investigations will be conducted on the recommended plan, as well as on other alternatives, in the feasibility phase study. This project study plan will focus on establishing a detailed scope of work, the schedule, and the costs associated with conducting the feasibility level study.

2.2 General

The Honolulu Engineer District recommends that a feasibility study be initiated based on the Wailele Stream Flood Control Study Final Reconnaissance Report identifying an economically feasible project. The purpose of the feasibility study will be to formulate all reasonable flood control alternatives for Wailele Stream; evaluate these plans for engineering adequacy, economic viability, environmental acceptability, and project sponsor support; determine the National Economic Development (NED) alternative; and obtain approval from higher Corps authority for project construction. Although some

analysis was completed during the reconnaissance study to establish the need for further investigation, the feasibility study will develop, in detail, all needs to be addressed. Detailed analysis of the alternatives considered during the reconnaissance investigations, as well as additional alternatives which are appropriate, will be undertaken.

We expect the feasibility study to result in a recommendation for an implementable solution to the identified flooding problem. The feasibility report will be a complete decision document used by the non-federal sponsor and the Corps of Engineers to authorize construction of the recommended plan. The feasibility report will:

- (a) Contain sufficient engineering and design to enable further refinement of project features, prepare the baseline cost estimate, and develop a design and construction schedule;
- (b) Allow authorization of the report findings through the Division. Allow design on the selected plan to start immediately following receipt of design funds;
- (c) Contain environmental documentation to satisfy all National Environmental Policy Act (NEPA) and other statutory environmental requirements;
- (d) Indicate compliance with applicable ordinances, statutes, executive orders and policies; and
- (e) Provide a sound and documented basis for decision makers at all levels to judge the recommended solution(s).

The feasibility study begins with the issuance of additional funds following execution of the Feasibility Cost Sharing Agreement (FCSA). The proposed study is currently estimated to begin in January 1999 as depicted in Appendix A. It terminates on the date the feasibility report is submitted to the Division Commander for approval. Both the District Commander and the non-federal sponsor will be advised when the feasibility study is completed to trigger the termination of the FCSA. The study will conclude with the Division Commander's approval of the feasibility report and its findings. The feasibility study will be cost shared equally between the federal government and the non-federal sponsor.

This Project Study Plan (PSP) has been developed to plan, define, and control the development and delivery of work items to be completed during the feasibility study. The PSP includes a baseline estimate of the total study cost, defines the responsibilities of the non-federal sponsor and the federal government in completing the study, and will be used as a mechanism to measure progress and performance of all the study efforts.

The work shall generally follow the guidelines set forth by:

- (a) "Guidance for Conducting Civil Works Planning Studies, ER 1105-2-100", dated 28 December 1990.
- (b) "Continuing Authorities Program Procedures, EC 1105-2-211
- (c) "Engineering and Design for Civil Works Projects", ER 1110-2-1150.
- (d) "Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies", 10 March 1983.
- (e) "Procedures for Implementing NEPA", Engineer Regulation (ER) 200-2-2, Department of the Army, Office of the Chief of Engineers, Washington, D.C., 4 March 1988.
- (f) "Storm Drainage Standards", Department of Public Works, City and County of Honolulu, May 1988.

3.0 REQUIREMENTS

The goal of this study is to provide a plan that can be implemented, has federal and non-federal support, and will provide sufficient benefits to justify an economically feasible project. Work tasks will be limited to only those that are necessary to meet the needs of the feasibility phase and will be coordinated and continually monitored between the federal government and the project sponsor. The work to be performed shall consist of the development of alternative plans based on levels of protection from flooding. The first alternative to be investigated will satisfy the criteria of the "Storm Drainage Standards", Department of Public Works, City and County of Honolulu, May 1988. As a minimum the following work tasks shall also be accomplished as part of this analysis:

- (a) Selection of a recommended plan based on the requirements of the National Economic Development criteria;
- (b) A feasibility-level design of the recommended plan;
- (c) Identifying and addressing the concerns and needs of various private and public entities;
- (d) Determining the flood protection-maintenance relationship for the with- and without-project conditions;
- (e) Prepare construction and operation and maintenance cost estimates for the recommended plan;
- (f) Compute annual benefits and cost for the recommended plan;

(g) Evaluate the engineering and economic feasibility for the recommended plan;

(h) Assess the environmental and social impacts for the various alternatives including impacts on biological resources, socioeconomic resources, cultural resources, and recreation;

(i) Provide a real estate gross appraisal report;

(j) Perform geotechnical investigations and analyses;

(k) Prepare the required documentation to present the studies, findings, and recommendations.

The preparation of the feasibility report will consist of writing a main body, appendices, and plates. A public workshop will be held at the beginning of the feasibility study phase to inform the public that the study has begun, explain the study process, and solicit input.

The feasibility report begins the process leading to authorization by the Division Commander. This process consists of a report submittal for public review, revisions to the report based on public input, signing of the final feasibility report by the District Engineer, report submittal to Pacific Ocean Division for approval, and approval by the Division Engineer.

The planning investigation may be terminated if there is no clear federal interest in a solution or if the proposed solution does not meet the current policies or budget priorities. The feasibility study may be terminated by either party under the provisions stated in the FCSEA. When no recommendation for federal action is to be made, the goal will be to conclude the study in such a way that a useful product can be provided to local interests. The level of detail documented shall be commensurate to meet the Continuing Authorities Program time and cost targets. All technical reviews shall be conducted on a value added basis. Of course, the extent of documentation must minimally satisfy sound technical, regulatory, and statutory requirements.

4.0 WORK TASKS AND RESPONSIBILITIES

4.1 Baseline Information

The Waialeale Stream Flood Control Reconnaissance Report, previously developed by the Honolulu Engineer District, Pacific Ocean Division, will serve as the foundation from which required planning studies are continued. The information gathered during the reconnaissance study phase will be updated, further developed, and expanded as required. The collected data will address current conditions and problems, public desires and concerns, and contribute to the establishment of the final planning criteria and planning objectives. The planning criteria and objectives, in turn, will be used to formulate the

alternative plans to be evaluated and to determine any additional measures required to meet the final planning objectives.

4.2 Plan Formulation

The feasibility study will focus on the federally recommended plan to modify the existing Waialele Stream as described in the Waialele Stream Flood Control Reconnaissance Report. This study will formulate and optimize the alternatives for implementation based on costs, benefits, and other related assessments. A recommended plan will be developed which maximizes net national economic development benefits. This plan will be identified as the National Economic Development (NED) plan.

Alternative plans, including the NED plan, shall be formulated in consideration of the following major criteria: Completeness, Effectiveness, Efficiency, and Acceptability. Completeness is measured by the extent to which a given alternative plan provides and accounts for all the necessary investments or other actions to ensure realization of the planned effects. Effectiveness is the extent to which an alternative plan addresses the identified problem and achieves the specified goals and opportunities. Efficiency is the extent to which an alternative plan is the most cost effective means of providing flood protection, maximizing national economic benefits, and realizing opportunities consistent with protecting the nation's environment. Acceptability is the workability of the alternative plan with respect to acceptance by state, county, private and public entities, and its compatibility with existing laws, regulations, and public policies. Each alternative plan shall address the effects on fish, wildlife, and plant life and include justifiable mitigative measures for consideration.

The project sponsor will play an active role in the overall coordination and study process. In particular, the project sponsor will be responsible for the review and analysis of alternatives during the plan formulation phase and will actively participate in the decision making process.

4.3 Surveys

Some survey information is available from the major landowner in the area. To supplement that information, the federal government will conduct a topographic survey of the stream and measure the first floor elevations of about 300 homes in the flood plain. Any additional monumentation, surveying, photography, and mapping within the project limits will also be performed by the federal government and coordinated with the project sponsor. Sufficient analyses will be performed to provide support for evaluation of the design, construction and general feasibility of the various projects.

4.4 Hydrology

Hydrologic data collection will be accomplished by the federal government and the project sponsor. The data analysis will be performed primarily by the federal government with assistance from the project sponsor. This portion of the flood control study will utilize data gathered from existing publications and site visits. The drainage basin boundary will be defined. Stage-discharge relationships will be determined from stream flow data gathered from gages near Wailele Stream. A regional statistical analysis of stream flows will be conducted and the results compared to existing data. Discharge-frequency relationships will be developed. Corps of Engineer programs will be used to determine the flood plains and flood profiles for the different frequency events under existing conditions and with the alternative plans in place. The location and capacity of the interior drainage system in the area will be determined. The residual flooding associated with the interior drainage system will be added to the flooding caused by Wailele Stream. The flood plains and flood profiles for the combined flooding caused by various frequency events under without- and with-project conditions will be the basis for the economic analysis.

The results of the hydrologic analysis will be presented in an appendix to the feasibility report. The appendix will include detailed descriptions of the methodology, assumptions, and data sources used in the analysis. Plates showing the affected area will be included in the appendix as will tables showing the outcome of the computer analyses.

4.5 Hydraulic Studies

This work will be performed by the federal government and coordinated with the project sponsor. The hydraulic design analysis will start with site visits to gather necessary field information. This information will be used to formulate and evaluate alternative flood reduction plans. The alignments, gradients, and water surface profiles for the alternative plans will be calculated. Input on the alternative plans from hydrology, structural and civil design, economics, real estate, environmental, cost engineering and other disciplines as well as from the project sponsor will be coordinated.

The Design Appendix for the feasibility report will include the design analysis, the preparation of design plates, and documentation of the project formulation process. Design plates will include a general plan and vicinity map, and typical plans and sections for the flood control alternatives.

4.6 Geotechnical Studies

Feasibility level geotechnical investigations and analyses will be performed by the federal government or contracted out as part of this study. The information collected from these investigations will be used to determine and analyze the geological conditions in the study area and their impacts on project feasibility.

The geotechnical investigation will consist of a site visit, drilling program, laboratory testing program, soils report, and surveys. Data collected from the field investigations will be required to assess the feasibility of proposed project alternatives. The drilling will be done by contract with the federal government preparing the contract, inspecting the operation, and logging the borings. The laboratory work will also be done by contract with monitoring by the federal government. The soils report will be done by the federal government and will include analysis and design. Geological features which affect the project design, construction, or operation will be evaluated and documented.

The investigations and analyses performed will be documented in the "Geotechnical Study Appendix" of the feasibility study. The appendix will include but is not limited to the following work items:

- (a) A brief description of the project;
- (b) References to applicable publications, site visits, and technical reports;
- (c) A description of the geological conditions at the site and in the area;
- (d) A description of the project site including relevant surface features and subsurface conditions;
- (e) Geotechnical engineering recommendations will be provided for project alternatives and related work. Designs will be provided and all analyses performed and laboratory test results will be documented in the text;
- (f) Plates will be provided as required to support the investigations, analyses, and recommendations included in the geotechnical study appendix.

4.7 Environmental Studies.

4.7.1 General

The federal government will conduct a joint Environmental Assessment (EA) as required under NEPA 42 USC 4321 et. seq., and, on behalf of the project sponsor, under Hawaii law (Chapter 343, HRS) to determine the impacts of the alternatives being considered. In support of the EA, the following activities will be completed as part of this feasibility study:

- (a) **Water Quality Monitoring Plan and Certification.** In accordance with ER 1105-2-100 and the Clean Water Act, a water quality monitoring plan will be formulated and coordination with the State to obtain Water Quality Certification will be initiated;

(b) 404(b)(1) Analysis. In compliance with the Clean Water Act, a Section 404(b)(1) evaluation will be completed. The results will be included with the EA as an appendix;

(c) Section 7 Clearance from U.S. Fish and Wildlife Service and the National Marine Fisheries Service. The feasibility study must be coordinated with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) in compliance with Section 7 of the Endangered Species Act (ESA) of 1973, as amended, and the Fish and Wildlife Coordination Act (FWCA). Responses from the USFWS and the NMFS will be included in the EA;

(d) Section 2(b) Report prepared by the U.S. Fish and Wildlife Service. This report will be done in accordance with Section 2(b) of the Fish & Wildlife Coordination Act. The final product will be included with the EA and excerpts from the report will be included in the body of the EA;

(e) Coastal Zone Management Consistency Determination. This project will be coordinated and evaluated with the State of Hawaii, Coastal Zone Management (CZM) Program for consistency determination. The results of the analysis will be included in the EA as an appendix;

(f) Draft and Final EA Preparation including Appendices. The draft and final EA will be a compilation of all the products discussed above.

(g) The Government will provide technical assistance to the project sponsor to coordinate with the regulatory agencies with authority and jurisdiction to issue the following State and local permits and certifications.

(1) Stream Channel Alteration Permit. The HED will assist the project sponsor to coordinate the project for evaluation with the State of Hawaii, Department of Land and Natural Resources, Commission on Water Resources Management for permit applicability and project requirements. The results of the evaluation will be included in the EA.

(2) Conservation District Use Application. The HED will assist the project sponsor to coordinate the project for evaluation with the State of Hawaii, Department of Land and Natural Resources, Division of Land Management for use of areas within the State's conservation district. The results of the evaluation will be included in the EA.

(3) Shoreline Certification. The HED will assist the project sponsor to coordinate the project for evaluation with the State of Hawaii, Department of Land and Natural Resources, Board of Land and Natural Resources for certification of shoreline improvements. The results of the evaluation will be included in the EA.

(4) Special Management Area Permit. The HED will assist the project sponsor to coordinate the project for evaluation with the City and County of Honolulu, Department of Planning and Permitting for improvements within the City's Special Management Area. The results of the evaluation will be included in the EA.

4.7.2 Hazardous, Toxic, & Radiological Waste (HTRW) Preliminary Assessment

As part of the EA, the State of Hawaii Department of Health will be contacted for information on HTRW in the project area and vicinity. A Site Investigation (SI) will also be conducted. The primary objective of the SI is to evaluate those areas within the project site that may contain HTRW contaminants, estimate the volume and level of contamination and to a limited extent, assess possible remedial action alternatives with respect to the available data. When completed the SI will satisfy HTRW data requirements for the feasibility level planning study as outlined in ER 1165-2-132.

The SI may include sampling of surface soil, sediment, and water, as well as subsurface drilling and soil/groundwater HTRW sampling operations. Sampling locations and analytical testing requirements will be selected based on the initial assessment conducted during the reconnaissance level site investigation. Sampling and testing procedures will be accomplished in accordance with ER 1110-1-263.

A site investigation report will be prepared and included as part of this feasibility study. The report will summarize the sampling and analytical testing work efforts accomplished; identify the sampling locations; the extent and degree of contamination; and provide recommendations on avoiding, minimizing, or remediating the contamination as appropriate.

4.7.3 Public Input

In addition to involving the federal and state agencies mentioned above, public input will also be sought as part of the EA. At least one public meeting will be held to present the environmental impacts of the alternatives and the on-going environmental studies. Also, a public notice will be sent out for the 404(b)(1) evaluation.

4.8 Cultural Resources

In accordance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA), and in compliance with the rules of the Advisory Council on Historic Preservation (ACHP), a cultural resource assessment will be conducted by the federal government. In addition, close coordination will be maintained with the State Historic Preservation Office (SHPO). Comments on the effect of any proposed projects to historic properties in the area will be solicited from the SHPO as well as the general public. In addition, comments will be sought from native Hawaiian organizations which may have long-term knowledge of cultural practices in the area.

The results of the cultural resource assessment will be included as part of the feasibility report.

4.9 Economic Studies

Economic data collection will be accomplished by the federal government and the project sponsor. The data analysis will be performed primarily by the federal government with assistance from the project sponsor. The areas affected by floods of various magnitudes will be determined by federal government hydrologic engineers. The economic study will focus primarily on potential inundation damages caused by flooding from Waialele Stream in those areas. Damages to residential, commercial, and other structures and their contents will be investigated. The Corps economists will use computer models that incorporate the values of the structures and their contents, the heights of their first floors, the heights of the flood waters, and the depth-damage relationships associated with each structure to estimate inundation damages. Data from past floods in the Waialele area as well as other parts of Oahu will be collected and used to measure damages to automobiles, yards, and other outside property. Expenditures on emergency responses both during and after floods will be included in the analysis. Travel delays caused by flooded streets and highways will be considered. The impact of the proposed alternatives on the Flood Insurance Rate Maps will also be examined.

Economic optimization will be determined through the analysis of various flood prevention measures and different levels of protection. The National Economic Development alternative will be the plan with a benefit-cost ratio greater than one and the highest net benefits of all the alternatives considered.

Results from the economic analysis will be included in an appendix to the feasibility report. The economic appendix will include detailed explanations on the methodology, assumptions, data sources, and results of the economic analysis. Excerpts from the appendix will be included in the body of the main report.

4.10 Risk and Uncertainty Analysis

A risk-based analysis framework may be developed during the feasibility study in accordance with current HQUSACE guidelines. This analysis will include the development of probability distributions of underlying variables, parameters, and components and shall combine these distributions into higher level measures of overall economic and engineering performance and reliability for the project. However, the decision to conduct a risk-based analysis will require project sponsor concurrence. Based on the limitations of the Continuing Authorities Program investigation it is believed that such analytical techniques are not warranted.

4.11 Real Estate Studies

The federal government will prepare a gross appraisal of the project site with appropriate review and approval. A Real Estate Supplement (RES) will also be prepared by the federal government and appended to the feasibility report which will describe the minimum real estate requirements for the proposed project including estates, costs, and schedules. A significant amount of data required for these reports will be provided by the project sponsor. These work tasks include but are not limited to the following items:

(a) Maps of the project area will be obtained with sufficient detail to identify the types of lands and improvements that will be impacted by the proposed project;

(b) County tax office ownership and valuation data will be collected on affected properties;

(c) A detailed inspection of the proposed project area will be performed. The project sponsor's land acquisition experience and ability to acquire the necessary real estate interests in accordance with Title III of Public Law 91-646, including capability to condemn will be assessed;

A real estate map indicating the types of estates and acreage will be prepared. The total number of ownerships and the types of properties within the project area will be identified. Rights-of-entry permits for all activities that require entry through private property will be obtained.

4.11.1 Gross Appraisal Report

A gross appraisal will be prepared which will include the following:

(a) Maps of the existing Waialele Stream and vicinity indicating sufficient detail to identify the types of lands and improvements that will be impacted by the proposed project. Local real estate markets will be researched to gather data about recent land sales and offers for sale of improved and unimproved properties comparable to the rights-of-way required for alternative plans. This market information will be the basis for values of the various types of properties within the proposed project area.

(b) A detailed inspection of the proposed project area will be performed noting the type of improvements (i.e. business related) and the number and value within the project limits. Those improvements lying adjacent to the project limits that may be impacted by the project and the unimproved properties that may be damaged by the project will be determined. Severance damages that may be caused by loss of access, distortion of tracts, or uneconomical remnants will be estimated as a lump sum.

(c) The total number of ownerships within the project area will be verified by the project sponsor based on detailed project plans used in conjunction with the latest ownership maps available.

Upon completion of all field work, a written report containing a general description of the project area, a summary of the highest and best use of the land involved, a summary of all sales and offer data with a location map, a detailed breakdown of the values for the land and improvements, severance damages, and appropriate contingencies will be prepared for this feasibility report.

4.11.2 Real Estate Supplement

A Real Estate Supplement (RES) will be prepared and will contain the following:

- (a) The project name and location;
- (b) A general description of the area and total acreage to be acquired;
- (c) If any federally owned land is within the area, the RES will indicate the federal estate, degree of interest required for project purposes, and views of local representatives of the controlling agency as to use for project purposes;
- (d) If any project sponsor owned land is within the area, the RES will indicate the project sponsor's estate and degree of interest for project purposes;
- (e) An assessment of the project sponsor's land acquisition experience and ability to acquire;
- (f) A baseline cost estimate for real estate;
- (g) A map showing the project area including minimum estates, property lines, utilities and facilities to be relocated, and any known or potential Hazardous and Toxic Waste (HTW) lands;
- (h) A discussion concerning any proposed non-standard estates;
- (i) A detailed schedule of all real estate acquisition activities or milestones for the Sponsor and the Corps of Engineers;
- (j) A discussion of the attitude of the landowners;
- (k) Any other relevant real estate information appropriate for this project.

4.11.3 Rights-of -Entry

The federal government will obtain rights-of-entry permits for all activities requiring entry through private property.

5.0 STUDY MANAGEMENT

5.0.1 Overall Study Management

An Executive Committee comprised of the Chief of Civil Works Branch, Honolulu Engineer District, and persons of commensurate decision making authority for the non-federal sponsor will be formed to oversee the study.

The federal government representatives on the Executive Committee are:

- (a) Mr. James Bersson, Chief, Engineering Division,
- (b) Mr. Paul Mizue, Chief, Civil Works Branch.

The City and County of Honolulu representatives on the Executive Committee are:

- (a) Mr. Randall K. Fujiki, Director, Department of Design and Construction,
- (b) Mr. Gregory Sue, Supervisor, Section A, Division of Infrastructure Design and Engineering, Department of Design and Construction.

5.0.2 Study Management Team

A Study Management Team (SMT) will be formed to provide consistent and effective communication and execution of work items outlined in the PSP. The SMT will be responsible for coordinating and executing all tasks and related matters pertaining to the PSP and compliance with the FCSA, including cost estimates, schedules, financial transactions, and recommendations to the Division Engineer for termination, suspension, or amendment of the FCSA. The SMT will also ensure that Corps policy, project sponsor objectives, and the framework provided by the PSP are followed.

The federal government representatives on the SMT are:

- (a) Mr. James Hatashima, Chief, Planning and Engineering Section, Civil Works Branch;
- (b) Mr. Russell Iwamura, Regional Economist, Project Manager (PM), Plan Formulation Section, Civil Works Branch.

The City & County of Honolulu representative on the SMT is:

(a) Mr. Tyler Sugihara, Civil Engineer, Section A, Division of Infrastructure Design and Engineering, Department of Design and Construction.

The federal representatives on the SMT report directly to the Chief of Civil Works Branch. The City and County representative reports directly to the Supervisor, Section A.

During the feasibility study the Project Manager (PM) will be the project sponsor's point of contact. The PM will be responsible for the plan formulation, preparation of the feasibility report, and study execution and management. The overall coordination of contracts will be administered by the PM. However, the management and supervision of the contracts and completed products will be the responsibility of the Section Chief. The Chief of Civil Works Branch will be responsible for the feasibility report.

5.0.3 Project Management Roles and Responsibilities

The PM will be responsible for managing project cost, budget, schedules, scope and quality, as well as interfacing with those involved in the study process such as customers, functional elements, government, and non-government entities. The PM has the leadership responsibility for the development and management of the PSP with full support of a team of designated members from District elements. The PM will be totally responsible for the delivery of the project on time and within budget.

5.0.4 Project Manager/Technical Study Team Members

Each functional area (e.g. planning, engineering, construction, real estate, counsel) will be responsible for the technical adequacy and adherence to costs and schedules for their individual products. The technical study team members work under the general guidance of the PM to produce the desired end products. The PM is responsible for the integration of the contributing technical elements to achieve the commitments and delivery of the project. Coordination and cooperation between the PM and technical study team members must be continuous through the study management process. The PM has the responsibility and authority to challenge technical issues when necessary.

6.0 PROJECT SPONSOR

In a civil works project, the terms project sponsor, non-federal sponsor, local interest, customer, and partner are used to identify the people and organizations with whom the Honolulu Engineer District is joined in a shared study. For purposes of this study, these terms will collectively refer to the City & County of Honolulu (project sponsor).

As the project sponsor, the City & County of Honolulu is responsible for providing 50 percent of the funding for the feasibility study. Up to 50 percent of their share of the

study cost (25 percent of the total study cost) may consist of “in-kind” services. The non-federal in-kind services as specified in the PSP must be appropriately documented by the sponsor. All expenditures for in-kind services are subject to audit.

7.0 REPORT PREPARATION

The feasibility report will be prepared by the federal government. This feasibility report will consist of a Main Report, Findings of No Significant Impact/Environmental Assessment (or an Environmental Impact Statement, if warranted), U.S. Fish and Wildlife Coordination Act Report, Cultural Resource Assessment, Public Notice, exhibits, and appendices, and will be prepared in accordance with the requirements of ER 1105-2-100, “Guidance for Conducting Civil Works Planning Studies”. The report will be a complete decision making document and as such will include a complete presentation of plan formulation.

Once the draft report has been prepared it will be forwarded to higher Corps authority for review. After the review has been completed, the report will be revised as necessary and released for public review and comment. The public review period is typically 30 days in duration. Following public review the report will be revised as necessary and finalized. The final report will be signed by the District Engineer and forwarded to the Division for approval.

8.0 PUBLIC INVOLVEMENT

This work will be performed by the federal government and the project sponsor during all phases of this study. The federal government and the project sponsor will arrange, conduct, monitor, and evaluate each public workshop/public meeting for the purpose of incorporating public input into this feasibility study. The “public” will include all affected or interested non-Corps of Engineers entities as well as other federal, regional, state, and local government entities and officials; public and private organizations; and individuals.

The project sponsor will be responsible for providing the meeting/workshop facility. The federal government and the project sponsor will work together to develop the public notice for the meeting, the appropriate mailing list for the public notice, and the content of the meeting including the agenda and any visual aids that are necessary. The federal government will be responsible for conducting the meeting.

The public involvement process during the feasibility phase will include one public workshop. The public workshop will be held at the beginning of the feasibility phase to solicit ideas, comments, and concerns from the public and private entities regarding the proposed project. If warranted, a second workshop may be scheduled at the end of the study to inform the public of the study results and the next phase in the overall process.

9.0 SUPERVISION AND ADMINISTRATION

The work performed during this study phase will be coordinated and accomplished by the federal government and the project sponsor. The work will include all coordination efforts by the study managers and their supervisors with higher authorities and the usual local and government chains of command. All tasks completed in this effort, including phone conversations, preparation of letters, maintaining documentation, etc., will be accomplished under this cost item. During the study period, government representatives on the Study Management Team will attend all scheduled public workshops, public meetings, and checkpoint meetings.

10.0 WORK BREAKDOWN STRUCTURE

The Work Breakdown Schedule (WBS) is a representation of the study scope broken down into a hierarchy of activities. This structure provides a means for organizing the project activities in a logical sequence and identifying products or deliverables through the various stages of the study. The total anticipated federal and non-federal dollar expenditures by federal fiscal year is shown for each of the major tasks under the various work elements. The new federal fiscal year begins 1 October.

**WORK BREAKDOWN STRUCTURE
WAILELE FLOOD CONTROL FEASIBILITY STUDY
(FUNDING BY FEDERAL FISCAL YEAR)
21 October 1998**

	1999	2000	2001	Total
TECHNICAL MANAGEMENT				
Maintenance of Study Budget & Accounting	\$1,474	\$737	\$737	\$2,948
Prepare and Maintain Study Schedule	\$2,948	\$1,474	\$1,474	\$5,896
Bi-Monthly Meetings with Project Sponsor (4 hours/meeting)	\$1,842	\$2,211	\$738	\$4,791
Coordination with Other Agencies	\$2,948	\$2,948	\$2,211	\$8,107
Public Workshop (1)	\$2,948	\$0	\$0	\$2,948
Review & Analysis of Alternatives	\$3,685	\$0	\$0	\$3,685
Prepare Preliminary Draft Feasibility Report w/ Integrated NEPA Documentation	\$3,913	\$10,827	\$0	\$14,740
Reproduction	\$0	\$11,000	\$0	\$11,000
In-House Technical Review	\$0	\$1,474	\$0	\$1,474
Project Sponsor Review Draft Report	\$0	\$0	\$0	\$0
Value Engineering Study	\$0	\$0	\$0	\$0
Prepare Final Feasibility Report/Incorporate Comments	\$0	\$0	\$14,740	\$14,740
Forward Final Feasibility Report to Project Sponsor	\$0	\$0	\$1,474	\$1,474
Overall Study Management	\$5,896	\$5,896	\$2,211	\$14,003
Development of Draft/Final PCA	\$0	\$0	\$3,685	\$3,685
Quarterly Status Reports, Fact Sheets & Budgetary Efforts	\$2,211	\$2,948	\$1,474	\$6,633
Budget Submission	\$737	\$737	\$737	\$2,211
Contract Administration	\$7,370	\$0	\$0	\$7,370
Contingency (10%)	\$3,597	\$4,025	\$2,948	\$10,570
ENVIRONMENTAL STUDIES				
Prepare WQ Monitoring Plan	\$814	\$0	\$0	\$814
Coordinate with Team Members	\$814	\$814	\$814	\$2,442
Preconstruction WQ Monitoring	\$1,100	\$9,900	\$0	\$11,000
Participate in Public Workshop (1)	\$814	\$0	\$0	\$814
Prepare 404 Public Notice	\$0	\$1,628	\$0	\$1,628
Prepare HTRW Preliminary Assessment	\$2,442	\$0	\$0	\$2,442
Obtain Section 7 Clearance	\$0	\$814	\$0	\$814
Coordinate with USFWS for 2(b) Report	\$1,628	\$0	\$0	\$1,628
Contract Cost for USFWS to do 2(b) Report	\$11,000	\$0	\$0	\$11,000

Prepare 404(b)(1) Analysis	\$0	\$4,070	\$0	\$4,070
Prepare CZM Consistency Determination	\$0	\$1,628	\$0	\$1,628
Prepare Draft Environmental Assessment	\$0	\$9,768	\$0	\$9,768
Prepare Final Environmental Assessment	\$0	\$2,713	\$1,357	\$4,070
HYDROLOGICAL STUDIES				
Review Hydrology Literature	\$792	\$0	\$0	\$792
Site Visit, Historic Flood Interviews	\$792	\$0	\$0	\$792
Refine Drainage Basin Boundaries	\$1,188	\$0	\$0	\$1,188
Obtain Regional Streamflow Data	\$792	\$0	\$0	\$792
Perform Regional Flood Frequency Analysis	\$1,188	\$0	\$0	\$1,188
Develop Hypothetical Areal Rainfall Data	\$1,584	\$0	\$0	\$1,584
Perform HEC-1 Parameter Optimization	\$1,584	\$0	\$0	\$1,584
Perform Final HEC-1 Analysis	\$2,376	\$0	\$0	\$2,376
Initial HEC-RAS Analysis	\$3,168	\$0	\$0	\$3,168
Perform Final HEC-RAS Analysis	\$3,168	\$0	\$0	\$3,168
Plot Floodplain Outlines on Topo Maps	\$1,584	\$0	\$0	\$1,584
Perform Residual Flood Analysis	\$3,960	\$0	\$0	\$3,960
Prepare Report	\$5,544	\$0	\$0	\$5,544
Prepare PED Estimate	\$1,584	\$0	\$0	\$1,584
Hydrology Review Contingency	\$1,188	\$0	\$0	\$1,188
HYDRAULIC DESIGN				
Site Visit	\$1,698	\$0	\$0	\$1,698
Address Sediment/Debris Impacts	\$1,698	\$0	\$0	\$1,698
Prepare Hydraulic Designs	\$25,476	\$0	\$0	\$25,476
Coordinate Cost Estimates	\$1,698	\$0	\$0	\$1,698
Prepare Draft Feasibility Report	\$5,095	\$5,095	\$0	\$10,190
Complete Final Report with Review Comments	\$0	\$0	\$8,492	\$8,492
ARCHAEOLOGICAL STUDIES				
Historic Preservation Assessment	\$3,646	\$0	\$0	\$3,646
ECONOMIC STUDIES				
Site Visit	\$737	\$0	\$0	\$737
Compiling Structure and Content Data	\$5,896	\$0	\$0	\$5,896
Without-Project Structure Flood Damage Analysis	\$0	\$5,159	\$0	\$5,159
Without-Project Other Flood Damage Analysis	\$0	\$2,211	\$0	\$2,211
With-Project Structure Flood Damage Analysis	\$0	\$2,211	\$0	\$2,211
With-Project Other Flood Damage Analysis	\$0	\$1,474	\$0	\$1,474

Report Preparation	\$0	\$8,844	\$0	\$8,844
Response to Comments	\$0	\$0	\$5,159	\$5,159
GEOTECHNICAL STUDIES				
Site Visit	\$880	\$0	\$0	\$880
Drilling Contract	\$11,000	\$0	\$0	\$11,000
Drilling Contract Engineering Services	\$5,500	\$0	\$0	\$5,500
Testing	\$4,400	\$0	\$0	\$4,400
Soils Research	\$880	\$0	\$0	\$880
Design	\$13,200	\$0	\$0	\$13,200
Specs/Revisions	\$2,200	\$0	\$0	\$2,200
SURVEYS				
Survey Field Work	\$22,000	\$0	\$0	\$22,000
Survey Office Work	\$12,100	\$0	\$0	\$12,100
COST ESTIMATING				
Cost Estimation for Four (4) Alternatives	\$0	\$2,750	\$24,750	\$27,500
REAL ESTATE				
Gross Appraisal Report	\$2,750	\$0	\$0	\$2,750
Real Estate Supplement	\$2,750	\$0	\$0	\$2,750
REVIEW ACTIVITIES				
Technical Review	\$0	\$8,800	\$0	\$8,800
SUBTOTAL	\$212,277	\$112,156	\$73,001	\$397,434
NON-FEDERAL (PROJECT SPONSOR) IN-KIND SERVICES				
In-House Coordination	\$500	\$500	\$500	\$1,500
HTW Assessment				
Project Sponsor Coordination	\$1,500	\$0	\$0	\$1,500
Data Collection	\$1,500	\$0	\$0	\$1,500
Economic Studies				
Project Sponsor Coordination	\$1,500	\$0	\$0	\$1,500
Data Collection	\$1,500	\$0	\$0	\$1,500
Technical Management				
Bi-Monthly Meetings with Project Sponsor	\$2,100	\$2,400	\$1,000	\$5,500
Public Workshop (1)	\$1,500	\$0	\$0	\$1,500
Project Sponsor Review of Draft Feasibility Report	\$0	\$2,333	\$1,167	\$3,500
Technical Support from Project Sponsor	\$3,000	\$2,000	\$500	\$5,500
Contingency	\$0	\$0	\$1,500	\$1,500
Overall Study Management	\$1,500	\$1,500	\$1,500	\$4,500

SUBTOTAL	\$14,600	\$8,733	\$6,167	\$29,500
TOTAL	\$226,877	\$120,889	\$79,168	\$426,934

11.0 RESPONSIBILITY ASSIGNMENT MATRIX

The following table identifies the resource name, resource code, and legend code for the Responsibility Assignment Matrix shown on the next page.

RESOURCE NAME	RESOURCE CODE	LEGEND CODE
District Engineer	CEPOH-DE	A
Project Review Board (optional)	PRB	B
Value Engineering Officer	VEO	C
Office of Counsel (District)	CEPOH-OC	D
Resource Management Division	CEPOH-RM	E
Real Estate Division	CEPOH-RE	F
Contracting Division	CEPOH-CT	G
Design Branch	CEPOH-ED-D	H
Cost Engineering Branch	CEPOH-ED-S	I
Technical Review Section	CEPOH-ED-MT	J
Geotechnical/Structural Section	CEPOH-ED-DG	K
Civil Works Branch	CEPOH-ED-CP	L
Construction-Operations Division	CEPOH-CO	M
Ft. Shafter Resident Office	CEPOH-CO-F	N
Environmental Branch	CEPOH-ED-E	O
Programs & Project Management Division	CEPOH-PM	P
Project Sponsor (City & County of Honolulu)	PS	Q
U.S. Fish and Wildlife Service	USFWS	R

RESPONSIBILITY ASSIGNMENT MATRIX

Work Breakdown Structure Element	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Project Management	X	X										X				X	X	
Contract Administration				X			X		X									
Environmental Studies				X								X			X			X
Hydrological Studies												X					X	
Hydraulic Studies												X					X	
Ethnographic & Archaeological Studies				X								X						
Economic Studies												X					X	
Geotechnical Studies											X							
Surveys											X							
Cost Estimating									X									
Real Estate Activities				X		X												
Review Activities				X						X		X						
Non-Federal Sponsor In-Kind Services				X													X	
Design								X					X					

12.0 STUDY SCHEDULE

The following table identifies the major project milestones for the feasibility study. This study is anticipated to be completed within 24 months of its initiation.

**TABLE 1.
STUDY MILESTONE SCHEDULE**

Major Project Milestones	Start Date
Initiate Feasibility Study	January 1999
Public Workshop	January 1999
Submit Draft Feasibility Report for In-House Review	July 2000
Revise Draft Feasibility Report	August 2000
Release Revised Draft Report to the Public	September 2000
District Engineer Signs/Submits Final Feasibility Report	November 2000
Division Engineer's Approval	December 2000

A detailed study schedule which incorporates the above milestones has been developed for the Waialele Flood Control Feasibility Study and is included as part of this PSP. A network analysis was prepared utilizing the "Microsoft Project 98" software package. The project network analysis is shown in Appendix A. This baseline schedule will be utilized by the PM and technical study team members in assessing the study progress and to prepare required management reports.

13.0 NEGOTIATED COST

The feasibility phase study cost will be cost shared equally between the federal government and the project sponsor according to the terms of the FCSA. The following table shows a breakdown by the major subaccounts (Top Level Tasks):

**TABLE 2.
DETAILED STUDY COST ESTIMATE SUMMARY**

TOP LEVEL WORK TASKS	ESTIMATED COST
Technical Management	\$116,300
Environmental Studies	\$ 52,100
Hydrological Studies	\$ 30,500
Hydraulic Design	\$ 49,300
Archaeological Studies	\$ 3,600
Economic Studies	\$ 31,700
Geotechnical Studies	\$ 38,100
Surveys	\$ 34,100
Cost Estimating	\$ 27,500
Real Estate	\$ 5,500
Review Activities	\$ 8,800
Non Federal In-Kind Services	\$ 29,500
TOTAL ESTIMATED STUDY COST	\$427,000

14.0 SCHEDULE OF FISCAL YEAR FUNDING

The feasibility study is scheduled to start in the second quarter of the federal government's FY99 and is anticipated to be completed by the end of the first quarter of FY01. The federal government's fiscal year begins 1 October. The cost share breakdown of study funds by federal fiscal year is shown below in Table 3.

**TABLE 3.
COST SHARE BREAKDOWN
BY FEDERAL FISCAL YEAR**

	FY99	FY00	FY01	Total
Federal Government	\$113,450	\$ 60,450	\$ 39,600	\$213,500
City & County of Honolulu (Project Sponsor)	\$113,450	\$ 60,450	\$ 39,600	\$213,500
Cash Contribution	\$ 98,850	\$ 51,750	\$ 33,400	\$184,000
In-Kind Services	\$ 14,600	\$ 8,700	\$ 6,200	\$ 29,500
Total Estimated Study Cost	\$226,900	\$120,900	\$ 79,200	\$427,000

The net City and County of Honolulu (Project Sponsor) share for FY99, FY00, and FY01 reflects a credit for in-kind services performed by the project sponsor during the feasibility study. The total credited amount resulting from in-kind services was estimated

at \$29,500. After deducting the credit from in-kind services, the total non-federal cash contribution to be provided by the project sponsor will be \$184,000.

The following table shows the projected project sponsor share of the cash contribution based on the City and County of Honolulu fiscal year. These amounts were based on work tasks identified on the network analysis for those specific periods corresponding to the City and County of Honolulu's new fiscal year start on 1 July.

**TABLE 4.
PROJECT SPONSOR COST SHARE BREAKDOWN
BY CITY AND COUNTY OF HONOLULU FISCAL YEAR**

	FY99	FY00	FY01	TOTAL
Total Estimated Study Cost	\$191,100	\$150,100	\$ 85,800	\$427,000
City & County of Honolulu (Project Sponsor)	\$ 95,550	\$ 75,050	\$ 42,900	\$213,500
In-Kind Services	\$ 14,000	\$ 6,500	\$ 9,000	\$ 29,500
Total Cash Contribution (Project Sponsor Share)	\$ 81,550	\$ 68,550	\$ 33,900	\$184,000

15.0 RESOURCE CONTROL

The PM will manage, analyze and control all project and study costs and budgets in accordance with the approved PSP. However, management of funds to provide the required technical products within the authorized budget of the PSP remains the responsibility of the various functional chiefs. The PM's control and management of the overall project and study funds does not relieve the respective chiefs from this responsibility.

16.0 LOCAL COOPERATION PLAN

The responsibilities of the project sponsor throughout this feasibility study are clearly defined in the Feasibility Cost Sharing Agreement. Additionally, individual line items in the form of in-kind services for which the sponsor is responsible are identified in the network analysis and work breakdown schedule.

17.0 CHANGE CONTROL PLAN

17.1 Project Schedule and Cost Change Authority

17.1.1 General

The PM will be authorized within the limits defined herein to modify the project schedule and adjust project costs to accommodate changing conditions in a timely and responsive manner. Responsibility for initiating, evaluating, recommending and approving changes, and accountability for the impacts of each change is established in this section.

17.1.2 Schedule Change Authority

The PM is authorized to revise a study work task completion schedule as long as the total study completion schedule is not extended by more than sixty (60) days and major study milestones listed in Section 12.0 are not impacted. The project sponsor shall be notified in writing of the schedule change and the reason for the change. Changes that extend the total study completion schedule by more than sixty (60) days or impact major study milestones require joint approval by the Director of the City and County of Honolulu's Department of Design and Construction and the Chief of Civil Works Branch in consultation with their respective staffs.

17.1.3 Cost Change Authority

The PM will be authorized to execute modifications that increase the total study costs and any modification required to the original PSP that will result in a cost change deviation up to 15 percent. Modifications beyond this limit will require joint approval by the Director of the City and County of Honolulu's Department of Design and Construction and the Chief of Civil Works Branch in consultation with their respective staffs.

17.1.4 Work Reassignment

Reassignment of work task(s) between the project sponsor and the federal government will require joint approval by the Director of the City and County of Honolulu's Department of Design and Construction and the Chief of Civil Works Branch in consultation with their respective staffs providing the cost sharing does not change. If, however, there is an additional cost sharing requirement of the sponsor, the sponsor shall be notified in writing 60 days prior to the requirement.

17.1.5 Cost Change Funds Acquisition

The PM, working through Programs Management Division, Civil Programs Branch, will be responsible for obtaining all required Federal funds for cost changes. The procurement of additional non-federal funds will be requested and obtained from the project sponsor through a formal request prepared by the PM. If either party is unable to

obtain sufficient funds for a significant cost change, the PM will notify the Chief of Civil Works Branch. The Chief of Civil Works Branch will recommend to the Director of the City and County of Honolulu's Department of Design and Construction and the Chief of Engineering, Honolulu Engineer District, if the FCSA should be amended, suspended, or terminated. If a negotiated settlement cannot be reached, then the Dispute Clause (Article V) of the FCSA will be invoked.

17.2 Responsibility and Accountability

17.2.1 Initiation

Each functional Division/Branch/Section Chief and Study Management Team member will be responsible for initiating a change request as soon as the need for a change arises and is identified in the established design parameters, scope, cost, schedule or funding.

17.2.2 Evaluation of Change Request

The PM will be responsible for coordinating, reviewing and evaluating the overall impact of a change request on the study progress and completion date. The PM will coordinate with all affected functional elements and the project sponsor to insure concurrence and acceptability of all identified project related impacts (time and cost) resulting from implementation. Impacts resulting from a change request will be carefully evaluated and clearly defined and quantified in scope and cost.

17.2.3 Recommendations

When the requested change exceeds the PM's delegated approval authorities or in the PM's judgment requires resolution at higher levels, the PM will recommend the appropriate action to the Chief of Civil Works Branch. The recommendation will be based on a review and evaluation of the organizational impacts and a determination of the project related impacts resulting from the implementation of the change. The PM's recommendation will provide the justification for this action and identify cost, time and other related impacts.

17.2.4 Approval

Changes within the established authority of the PM will be documented on the Project Schedule and Cost Change Request. The PM will coordinate the change with all affected functional elements and the project sponsor and will monitor the use of project contingencies. The PM will revise the PSP or its components to reflect the changes.

18.0 REPORTING REQUIREMENTS - PROJECT MANAGEMENT REPORTS

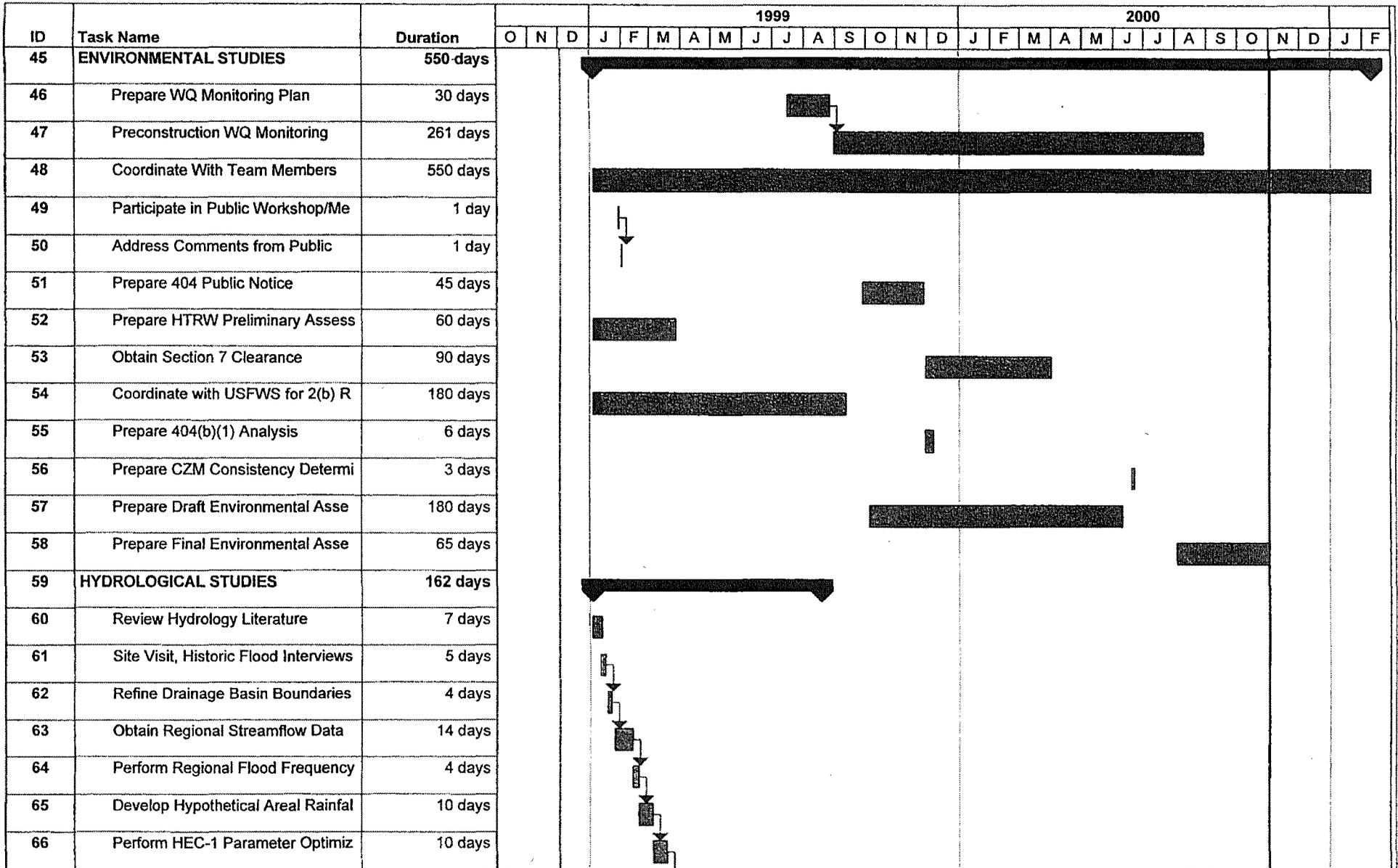
The following project management reports serve to focus the attention of the U.S. Army Corps of Engineers management on project delivery and the activities necessary to complete the project on time and within the established budget. Along with the project network analysis the project management reports will provide a summary of data necessary to assess the status of project activities, identify trends and issues, forecast changes to project schedule and cost and monitor the accomplishment of project objectives.

18.1 Project Schedule and Cost Change Request (SACCR)

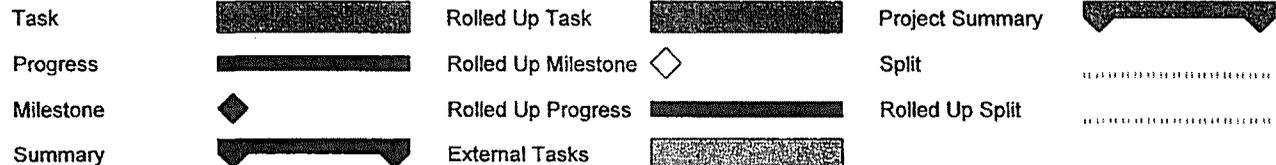
This is a mandatory report used to request, review, evaluate, coordinate, recommend and approve changes to the project costs, schedules and funding. The SACCR will be initiated by the District element which first recognizes the need for the change. The initiating element provides the request to the PM for approval of impact assessment, evaluation of project impacts, and after the PM's approval, coordination with the project sponsor, and action by the appropriate District element.

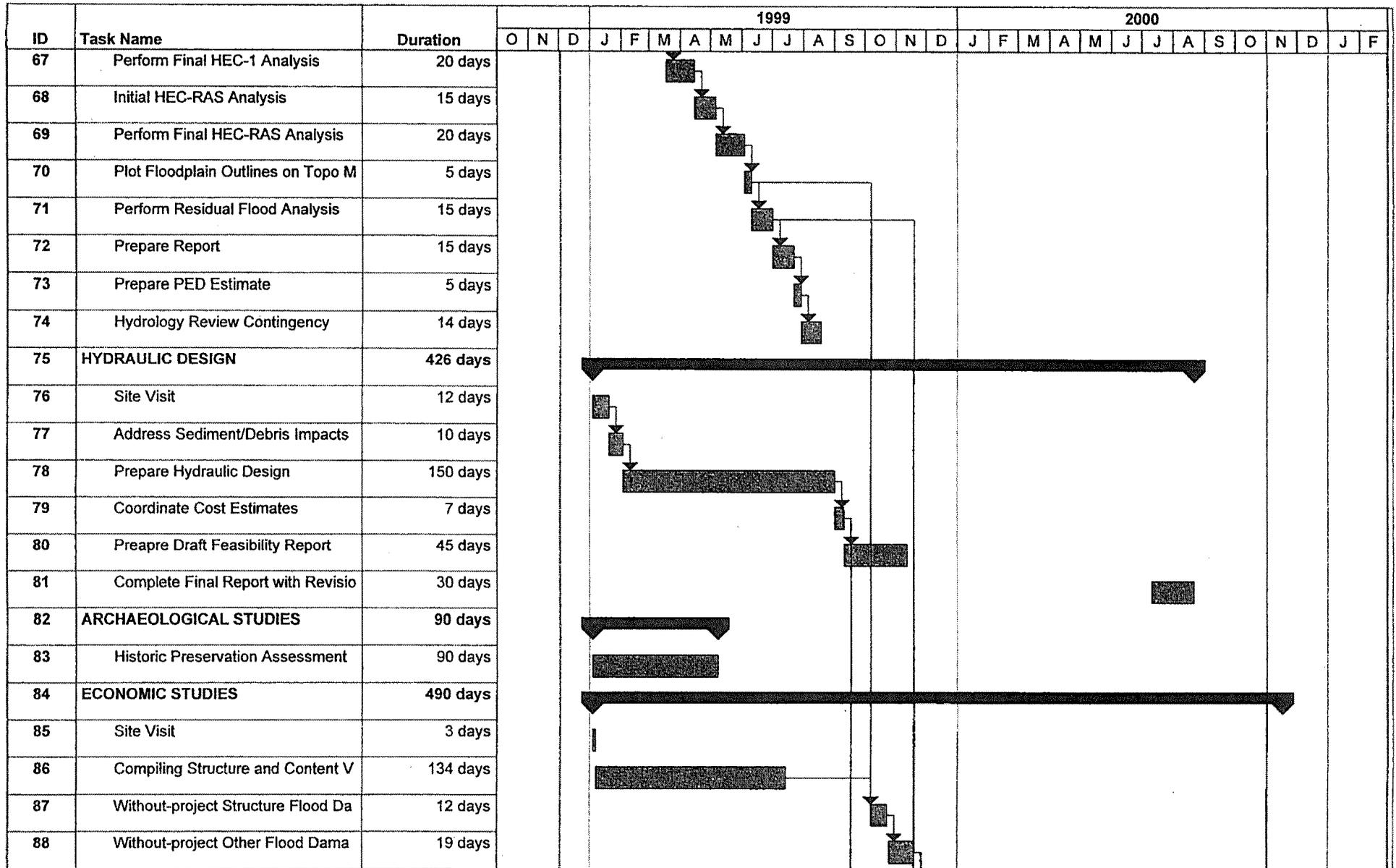
APPENDIX A

PROJECT NETWORK ANALYSIS



Project: Wailele Stream FCS
Date: Wed 12/2/98





Project: Wailele Stream FCS
Date: Wed 12/2/98

Task		Rolled Up Task		Project Summary	
Progress		Rolled Up Milestone		Split	
Milestone		Rolled Up Progress		Rolled Up Split	
Summary		External Tasks			

Exhibit B

AMENDMENT NO. 1
TO THE
AGREEMENT
BETWEEN THE DEPARTMENT OF THE ARMY
AND
THE DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU
FOR THE
WAILELE STREAM FLOOD CONTROL FEASIBILITY STUDY

THIS AMENDMENT NO. 1 is entered into this ___ day, of _____, ____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Honolulu District (hereinafter the "District Engineer"), and the Department of Design and Construction, City and County of Honolulu (hereinafter the "Sponsor"), represented by the Director, Department of Design and Construction, City and County of Honolulu.

WITNESSETH, THAT:

WHEREAS, pursuant to the authority provided by Section 205 of the Flood Control Act of 1948 (Public Law 80-858), as amended (33 U.S.C. 701s) (hereinafter "Section 205"), the Government and the Sponsor entered into an Agreement on January 7, 1999, to perform a feasibility study of the flooding caused by the Wailele Stream located in Lā'ie on the island of O'ahu, Hawai'i (hereinafter the "Study");

WHEREAS, the Secretary of the Army is authorized by Section 205 to allot from certain appropriations an amount not to exceed \$55,000,000 per fiscal year for the implementation of small structural and nonstructural projects for flood control and related purposes; provided that no more than \$7,000,000 shall be allotted for a project at any single locality;

WHEREAS, the scope of the Study was originally described in the Project Study Plan ("PSP") attached to the Agreement;

WHEREAS, the estimated Study Costs have increased due to new review processes required by the U.S. Army Corps of Engineers and the identification of more complex potential solutions to the problems and opportunities in the study area;

WHEREAS, the scope, cost, and schedule for Study activities are currently described in a project management plan;

WHEREAS, Section 2034 of the Water Resources Development Act of 2007 (Public Law 110-114) (hereinafter "Section 2034") requires that certain project studies be subject to a peer review by an independent panel of experts;

WHEREAS, current U.S. Army Corps of Engineers policy requires peer review by an independent panel of experts for projects executed under the authority provided by Section 205;

WHEREAS, Section 2034 provides that the costs of a panel of experts established for peer review will be a Federal expense;

WHEREAS, Section 225 of the Water Resources Development Act of 2000 (Public Law 106-541) (hereinafter "Section 225") amended Section 105(a)(1)(E) of the Water Resources Development Act of 1986 (Public Law 99-662) (33 U.S.C. 2215(a)(1)(E)) to allow a sponsor to provide its entire share of Study Costs through the provision of in-kind services;

WHEREAS, the Government and the Sponsor desire to amend the Agreement to allow the increase in in-kind services provided by Section 225 to apply to work under this Agreement that has not yet been undertaken; and

WHEREAS, the Government and the Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the Study in accordance with the terms of the Agreement as amended.

NOW, THEREFORE, the Government and the Sponsor agree to amend the Agreement as follows:

1. In Article II.A, the following is inserted as the final sentence: "Study Costs shall also include the Government's costs of Independent External Peer Review, if required, except for the costs of any contract for an Independent External Peer Review panel."

2. The definition of PSP in Article I.E is replaced with the following: "The term 'PMP' shall mean the project management plan, and any modifications thereto, developed by the Government, and agreed to by the Sponsor, that specifies the scope, cost, and schedule for Study activities and guides the performance of the Study through the Study Period."

3. Each occurrence of "PSP" is replaced with "PMP".

4. In Article II.B, the second sentence is changed by replacing "25" with "50".

5. Article III.A is changed as follows:

a. In the third sentence, "\$427,000" is replaced with "\$1,031,300" and "\$213,500" is replaced with "\$515,650".

b. The fourth sentence is deleted and replaced with: "In order to meet its requirements for its share of estimated Study Costs, the Sponsor is currently anticipating providing a cash contribution of \$515,650 and in-kind services at an estimated dollar value of \$0."

6. Notwithstanding the above, nothing in this Amendment requires the Government to refund or reimburse the Sponsor for funds previously contributed by the Sponsor to the Government for the Study.

7. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

DEPARTMENT OF DESIGN AND
CONSTRUCTION
CITY AND COUNTY OF HONOLULU

BY _____
THOMAS D. ASBERY
LIEUTENANT COLONEL, U.S. ARMY
DISTRICT ENGINEER

BY _____
LORI M.K. KAHIKINA, P.E.
DIRECTOR
DEPARTMENT OF DESIGN AND
CONSTRUCTION
CITY AND COUNTY OF HONOLULU

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Robert Carson Godbey, do hereby certify that I am the principal legal officer of the Department of Design and Construction, City and County of Honolulu, that the Department of Design and Construction, City and County of Honolulu is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 1 to the Agreement between the Department of the Army and the Department of Design and Construction, City and County of Honolulu in connection with the feasibility study for the Waialele Stream Flood Control Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Department of Design and Construction, City and County of Honolulu have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

_____ day of _____ 20__.

ROBERT CARSON GODBEY
CORPORATION COUNSEL
CITY AND COUNTY OF HONOLULU

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

LORI M.K. KAHIKINA, P.E.
DIRECTOR
DEPARTMENT OF DESIGN AND
CONSTRUCTION
CITY AND COUNTY OF HONOLULU

DATE: _____

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
C E R T I F I C A T E

RESOLUTION 12-306

Introduced: 11/14/12 . By: ERNEST MARTIN (BR)

Committee: PUBLIC WORKS AND
SUSTAINABILITY

Title: RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF DESIGN AND CONSTRUCTION OF THE CITY AND COUNTY OF HONOLULU OR THE DIRECTOR'S AUTHORIZED REPRESENTATIVE TO SIGN AMENDMENT NO. 1 TO THE FEASIBILITY COST SHARE AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY AND COUNTY OF HONOLULU FOR THE WAILELE STREAM FLOOD CONTROL FEASIBILITY STUDY IN LAIE, OAHU, HAWAII, AND AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF BUDGET AND FISCAL SERVICES TO RECEIVE AND EXPEND FUNDS FROM HAWAII RESERVES, INC. RELATING TO SAID PROJECT.

Links: [RES12-306](#)
[CR-402](#)

Voting Legend: Y= Aye, Y* = Aye w/Reservations, N = No, A = Absent, ABN = Abstain

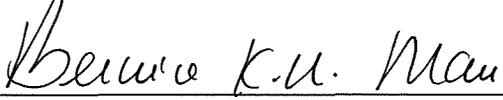
NOTE: COUNCILMEMBER FUKUNAGA TOOK OFFICE ON TUESDAY, NOVEMBER 27, 2012 FILLING THE VACANCY FOR DISTRICT VI.

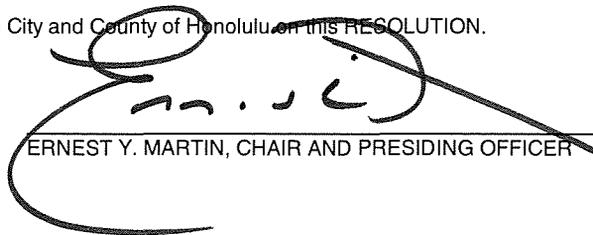
PUBLIC WORKS AND SUSTAINABILITY 11/28/12 CR-402 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION.

COUNCIL 12/05/12 CR-402 AND RESOLUTION 12-306 WERE ADOPTED.

ANDERSON	Y	BERG	Y	CHANG	Y	FUKUNAGA	Y	GARCIA	Y
HARIMOTO	Y	KOBAYASHI	Y	MANAHAN	Y	MARTIN	Y		

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.


BERNICE K. N. MAU, CITY CLERK


ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER