



RESOLUTION

AUTHORIZING THE DIRECTOR OF TRANSPORTATION SERVICES OR THE DIRECTOR'S DESIGNEE TO APPLY FOR, AND ACCEPT AND EXPEND, FEDERAL HIGHWAY ADMINISTRATION FUNDS AUTHORIZED BY 23 CFR PART 630 AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL HIGHWAY ADMINISTRATION FOR BRIDGE INSPECTION AND APPRAISAL.

WHEREAS, ROH Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which places an obligation upon the City or any department or agency thereof shall require prior City Council consent and approval; and

WHEREAS, ROH Chapter 1, Article 8, also provides that, when carrying out the provisions of any intergovernmental agreement, all applications and/or amendments thereof, statistical data programs, reports or other official communications which support the application and which are required to be provided by the City or its component departments to any other governmental or quasi-governmental agency shall first be presented to the City Council for its review and approval prior to their transmittal; and

WHEREAS, the Federal Highway Administration (FHWA) is an operating administration of the United States Department of Transportation and administers the Federal-Aid Highway Program; and

WHEREAS, under the Federal-Aid Highway Program, the State Department of Transportation (State), is the grantee of FHWA funds for the State of Hawaii, and Hawaii's counties are sub-grantees, receiving the funds via the State; and

WHEREAS, when the State passes FHWA funds through to a sub-grantee county to carry out a federal-aid road project, it is the responsibility of the State to ensure that the sub-grantee complies with all federal and state laws and regulations that apply to the funding; and

WHEREAS, the State and the City have entered into a Memorandum of Agreement dated June 25, 2015 (the "2015 MOA"), a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof, which sets forth the City's obligations as sub-grantee of the FHWA funds; and

WHEREAS, the acceptance of FHWA funds by the City as sub-grantee will impose certain obligations upon the City, including but not limited to those set forth in the 2015 MOA, and may require the City to provide the local share of project costs; and



RESOLUTION

WHEREAS, the City's request for FHWA funding (the "Request for Funding") is for Bridge Inspection and Appraisal (the "Project") attached hereto as Exhibit "B" and by reference made a part hereof; and

WHEREAS, the Director of the Department of Transportation Services (DTS) desires to submit the Request for Funding to the State on behalf of the City; and

WHEREAS, the Council approved the City's list of FHWA candidate projects, which included the Project, for consideration in the Federal Fiscal Years (FFYs) 2015-2018 Transportation Improvement Program (TIP); and

WHEREAS, the Oahu Metropolitan Planning Organization Policy Committee approved the FFYs 2015-2018 TIP; and

WHEREAS, the FFYs 2015-2018 TIP was allocated and approved by the State and FHWA and incorporated in the Statewide Transportation Improvement Program; and,

WHEREAS, if the State approves the City's Request for Funding for the Project, it will sign and submit a Form 1240.2 Request for Project Authorization, Agreement, and/or Modification ("Form 1240") to the FHWA. If FHWA approves the request, it will sign the Form 1240. The executed Form 1240 constitutes the project agreement between State and FHWA; and

WHEREAS, the executed Form 1240 will then be transmitted to the City and will constitute notice of approval of the grant; and

WHEREAS, the obligations of the City with respect to the grant are set forth in:

- (1) The 2015 MOA with the State;
- (2) The City's Request for Funding; and
- (3) Additional conditions that may be imposed by the State or the FHWA in the "State Comments" or "FHWA Comments" boxes on the Form 1240; and



RESOLUTION

WHEREAS, a standard State condition in the "State Comments" box on the Form 1240 is the incorporation of award terms set forth in the documents at the following links: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>, said documents being rules of the U.S. Office of Management and Budget published in the Federal Register and relating to Reporting Subaward and Executive Compensation Information (2 CFR Part 170) and Universal Identifier and Central Contractor Registration (2 CFR Part 25) (the "Standard State 1240 Condition"); now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Request for Funding for the Project, attached hereto as Exhibit "B," is hereby approved; and

BE IT FURTHER RESOLVED that the DTS Director or the Director's designee is authorized to submit the Request for Funding to the State on behalf of the City and County of Honolulu in substantially the form attached hereto as Exhibit "B"; and

BE IT FURTHER RESOLVED that if the State and the FHWA approve the request and an executed Form 1240 is transmitted to the City, the DTS Director or the Director's designee is authorized to accept and expend the funds if the only obligations of the City are those set forth in the above-described 2015 MOA, the City's Request for Funding, and the Standard State 1240 Condition; and

BE IT FURTHER RESOLVED that if the executed Form 1240 is made subject to any conditions, requirements, or obligations other than the 2015 MOA, Request for Funding, or Standard State 1240 Condition, the DTS Director shall not accept or expend the funds for the Project unless the additional conditions, requirements, or obligations have received the prior consent and approval of the Council; and



RESOLUTION

BE IT FINALLY RESOLVED that a copy of this Resolution be transmitted to the DTS Director at the Frank F. Fasi Municipal Building, 650 South King Street, 3rd Floor, Honolulu, Hawaii 96813.

INTRODUCED BY:

[Handwritten signature]

DATE OF INTRODUCTION:

JAN 6 2016
Honolulu, Hawaii

Councilmembers

**STATE-COUNTY MEMORANDUM OF AGREEMENT
IMPLEMENTATION OF COUNTY FEDERAL-AID HIGHWAY PROJECTS AND
PROGRAMS**

This AGREEMENT, made and entered into this 25th day of June, 2015, by and between the State of Hawaii Department of Transportation hereinafter referred to as the "STATE", and the City and County of Honolulu, the County of Hawaii, the County of Maui, and the County of Kauai, each individually hereinafter referred to as the "COUNTY", with the STATE and the COUNTY hereinafter collectively referred to as the "PARTIES."

WITNESSETH THAT:

WHEREAS, Title 23, United States Code ("Title 23") and other related federal laws authorize federal funds to carry out Federal-aid highway programs for COUNTY Federal-aid roads; and

WHEREAS, the STATE, as the grantee of federal transportation funds for the State of Hawaii ("SOH"), is responsible for ensuring that all such federal transportation funds are expended in accordance with applicable laws and regulations; and

WHEREAS, when the STATE passes federal transportation funds through to a subgrantee COUNTY to carry out a federal-aid road project, it is the responsibility of the STATE to ensure that the subgrantee is aware of all federal and state laws and regulations that apply to the project and that the subgrantee complies with them in order not to jeopardize federal and/or local funding; and

WHEREAS, the PARTIES to this AGREEMENT deem it desirable to use such funds to undertake improvements on such COUNTY roads; and

WHEREAS, the COUNTY recognizes the benefits that the Federal-aid highway programs will provide; and

WHEREAS, the COUNTY recognizes that to be eligible to receive such federal transportation funds from the STATE as a subgrantee, it must comply with all federal and state laws and is subject to complying with such conditions and requirements that may be placed upon it by the STATE; and

WHEREAS, the PARTIES recognize the benefits of this AGREEMENT which provides: consistent guidelines, procedures, and processes; identification of requirements; and defines the roles and responsibilities of each party.

NOW, THEREFORE, in consideration of the benefits to be obtained from the various Federal-aid highway programs, the PARTIES do hereby mutually agree as follows:

SECTION 1 - AGREEMENT. The PARTIES agree to enter into this AGREEMENT to proceed in full accord with its provisions in the implementation of COUNTY Federal-aid projects for eligible roads and activities. The provisions of this AGREEMENT shall apply to eligible COUNTY projects or activities financed with Federal-aid funds under Title 23, or non-Title 23 projects financed with federal discretionary (earmarked) funds.

SECTION 2 – COUNTY’S RESPONSIBILITY. The COUNTY is responsible to provide administrative personnel and technical supervision to insure that the initiation, development, implementation, and performance reporting of all eligible activities financed by federal transportation funds under this AGREEMENT are done in conformance with: all applicable federal laws, regulations, policies, circulars and standards prescribed by the Federal Highway Administration (“FHWA”) or the United States government; all applicable SOH laws, rules, policies and standards; all applicable COUNTY ordinances and regulations; and all procedures, specifications or other documents approved by the STATE and/or FHWA. Eligible activities include, but are not limited to the following activities of COUNTY federal-aid projects: planning, environmental, design, rights-of-way (“ROW”), utility adjustments and accommodations, equal employment opportunity, labor provisions, accounting procedures, public hearings, and construction administration.

SECTION 3 – STATE’S RESPONSIBILITY. The STATE is responsible to the federal government for the administration of Federal-aid projects and programs and will review, advise, approve, and assist the COUNTY with conformance to STATE and FHWA procedures. The STATE may provide technical support to the COUNTY in the form of training, reviews and procedures, and will process approval requests in a reasonably timely manner as to not unreasonably delay COUNTY projects as required on behalf of the COUNTY.

Delegation of certain Title 23 approval actions to the STATE are specified in the LETTER OF AGREEMENT AND STEWARDSHIP PLAN (STEWARDSHIP AGREEMENT) between the STATE and FHWA attached in APPENDIX K for reference. COUNTY projects or activities may fall under the oversight of the STATE and/or FHWA, depending on the scope, size, financing method, contracting method, risk, or unusual circumstances and will be subject to the appropriate approval actions by the STATE and/or FHWA.

Interim procedures to implement this AGREEMENT are provided in the attached appendices to this AGREEMENT during the interim period when the Local Public Agency Manual ("LPA Manual") is being developed by the STATE.¹ Such interim procedures shall apply until replaced by written agreement of the PARTIES to replace the same by the LPA Manual.

SECTION 4 – POINTS OF CONTACT. The COUNTY shall designate a qualified full-time public employee to be responsible and serve as the overall Point of Contact ("POC") for federal undertakings conducted under this AGREEMENT. The designated COUNTY POC shall coordinate project development and implementation activities with the appropriate STATE POCs listed in APPENDIX A. The POC list in APPENDIX A shall be updated periodically as required due to changes in personnel or functions as required.

SECTION 5 – FEDERAL FUNDING LEVELS. The STATE, based upon anticipated annual apportionment of federal funds to the SOH and based on prevailing federal laws or regulations as applicable, shall establish a multi-year budgetary estimate of federal funds to be made available to the COUNTY. Federal funding levels will also consider historical amounts provided to the COUNTY; the COUNTY's past performance, current capacity, and ability to effectively deliver projects; and the COUNTY's priorities and needs. Based on the estimated federal funding levels and the COUNTY's ability to provide the local matching funds, the COUNTY will develop and submit a multi-year prioritized program of its needs. The PARTIES shall work collaboratively to develop a program that includes the COUNTY's prioritized projects into the fiscally constrained Statewide Transportation Improvement Program ("STIP") and/or Transportation Improvement Plan ("TIP") as described in SECTION 6 below.

To avoid lapsing of obligation authority and to provide the STATE adequate time to plan for and utilize such funds, the COUNTY shall strive to submit all projects for obligation no later than May 31st of any given Federal fiscal year. In the event the COUNTY is unable to submit all 100% plans, specifications or estimates ("PS&Es") by May 31st to fully obligate its share of funds for that Federal fiscal year, the STATE may reallocate, at its sole discretion, such anticipated unobligated amounts after consultation with the COUNTY to other projects. The COUNTY shall endeavor to notify the STATE as early as possible regarding the possibility or certainty that the COUNTY will be unable to obligate its share of Federal funds.

¹ The LPA Manual developed by the STATE will provide detailed: instructions, procedures, samples and timelines for COUNTY to use and follow in implementing Federal-aid projects and ensuring that federal requirements are fulfilled.

SECTION 6 – PLANNING AND PROGRAMMING OF PROJECTS. With the exception of SOH planning and research² activities or emergency relief projects³, all projects and/or programs must be listed on the STIP and/or TIP to be eligible to receive federal funds and before federal funds can be obligated.

In response to the STATE's call for projects in preparing the STIP, the COUNTY shall submit a multi-year prioritized program to the STATE identifying the proposed project(s) and/or programs being requested to be placed into the STIP.

For the island of Oahu, appropriate coordination shall be made through the Oahu Metropolitan Planning Organization. The PARTIES understand that the establishment of a Maui Metropolitan Planning Organization along with the development of its operational procedures and processes is currently ongoing. For the island of Maui, if and when such a metropolitan planning organization is established and operational, appropriate coordination shall be made through such metropolitan planning organization.

Prior to requesting inclusion of a project and/or program onto the STIP and/or TIP, the COUNTY shall ensure that the project and/or program is consistent with appropriate planning documents and that roadways are functionally classified as appropriate to be eligible for federal funds.⁴ Requests to include projects on roadways not yet functionally classified, but with active ongoing classification activities will be reviewed individually by the STATE and FHWA on a case-by-case basis.

Requests to include a new or modify, amend, delete or replace an existing project or program on the STIP and/or TIP shall be submitted to the STATE within the deadlines and format specified by the STATE (and to be specified in the LPA Manual). In addition, appropriate coordination for Oahu project modifications, amendments, deletion or replacement shall be made through OMPO. The PARTIES understand that the establishment of a Maui Metropolitan Planning Organization along with the development of its operational procedures and processes is currently ongoing. For the island of Maui, if and when such a metropolitan planning organization is established and operational, appropriate

² SOH planning and research ("SPR") activities is a program to research new knowledge areas; adapt findings to practical applications by developing new technologies; and transfer these technologies, including the process of dissemination, demonstration, training, and adoption of innovations by users. The use of SPR funds by States and subrecipients is regulated by Title 23 Code of Federal Regulations, Part 420.

³ Emergency relief projects are unplanned projects typically caused by natural disasters or sometimes man-made causes requiring immediate response, clean-up and restoration of affected roadways and highways. Some typical causes for emergency relief projects are: flooding events, earthquakes, rockfalls, or overpass damage by overheight freight movements.

⁴ Federal earmarking for projects by the U.S. Senate Appropriations Committee may sometimes waive certain Title 23 eligibility requirements such as functional classification. The STATE may assist the COUNTY in determining eligibility requirements.

coordination to include a new or modify, amend, delete or replace existing projects shall be made through such metropolitan planning organization.

For the development, update, or modifications to the STIP and/or TIP, the COUNTY shall work within federal funding levels provided for its program as described in SECTION 5 to maintain financial constraint. The COUNTY may elect to utilize Advance Construction described in APPENDIX B to maximize the use of funds, with the understanding of associated risks.

SECTION 7 – OBLIGATION OF FEDERAL FUNDS. Upon inclusion of applicable projects or programs in the STIP/TIP, the COUNTY will submit a request to the STATE to obligate federal funds. Obligation requests shall be submitted by the COUNTY, then received and processed by the STATE in accordance with APPENDIX C. The obligation amount represents FHWA's estimated share of eligible cost for the project (or program) and will be reflected in a Federal Project Agreement between the STATE and FHWA. To provide flexibility and to maximize the use of federal funds, if permitted by County ordinances or policies, the COUNTY may request the use of advance construction as described in APPENDIX B.

All COUNTY Federal-aid projects must be authorized by FHWA by means of a signed project agreement before any costs incurred can become eligible federal participating activities. Costs incurred before authorization to proceed are not eligible for federal reimbursement.

Federal project agreement modification requests to obligate additional funds or deobligate (decrease) federal funds will be submitted by the COUNTY, then received and processed by the STATE in accordance with APPENDIX D.

SECTION 8 – PROJECT MANAGEMENT, CONSTRUCTION ADMINISTRATION, AND QUALITY ASSURANCE. For each project undertaken under this AGREEMENT, the COUNTY shall assign a qualified full-time COUNTY employee serving as project POC and responsible for the project overall on behalf of the County. The project POC shall be responsible for managing and monitoring the project to completion and closeout. The project POC shall report on the status of each phase of work to the STATE on a periodic basis as identified in accordance with APPENDIX E.

The COUNTY shall provide adequate resources to provide supervision, inspection, and materials sampling and testing for all construction projects under this AGREEMENT. Such activities may be performed by COUNTY forces or consultant services and shall be in accordance with APPENDIX J.

SECTION 9 – FEDERAL REIMBURSEMENTS. In an effort to ensure the expenditure of federal funds in a timely manner, the COUNTY shall submit requests for reimbursements in accordance with APPENDIX F.

SECTION 10 – PROJECT CANCELLATIONS, WITHDRAWALS, “10-YEAR RULE”. If the COUNTY, during the course of implementing a project, elects to withdraw or cancel the project, the COUNTY shall reimburse all federal funds expended on that project. COUNTY reimbursements for cancelled or withdrawn projects shall be made in accordance with the process outlined in APPENDIX F. If the COUNTY elects to withdraw from further federal participation, but the County intends to complete the project using non-federal funds, a meeting shall be held between the COUNTY, STATE and FHWA in a timely manner to determine COUNTY reimbursement requirements.

In accordance with 23 Code of Federal Regulations (“CFR”) 630.112(c)(2), in the event that right-of-way acquisition or actual construction of the project has not started by the close of the tenth (10th) fiscal year from which a project has been authorized for preliminary engineering, the COUNTY may be required by the STATE and/or FHWA to repay FHWA any reimbursed funds.

SECTION 11 – STATE’S REVIEW COSTS. The cost of services rendered by the STATE for the review of the COUNTY’s construction plans, specifications, estimates, environmental documentation, or other preconstruction work shall be reimbursed to the STATE by the COUNTY within 45 days upon receipt of invoice from the STATE. In addition to preconstruction work, the COUNTY shall reimburse the STATE for review and oversight administration of construction projects. Such reimbursements from the COUNTY will be processed in accordance with APPENDIX F.

SECTION 12 – DESIGN, CONSTRUCTION ADVERTISEMENT, AWARD AND NOTICE TO PROCEED. The COUNTY shall expeditiously undertake all design activities to meet schedules and goals in accordance with APPENDIX G.

Upon completion of design, obligation of federal funds, and authorization to advertise and receive bids, the COUNTY shall expeditiously advertise, receive bids, evaluate bids and award the construction projects. These activities shall occur as soon as possible and within timelines specified in any FHWA imposed conditions for obligation of funds. The COUNTY shall submit bid, bid evaluation and related documents to the STATE for review and concurrence. Upon receiving the STATE’s concurrence, the COUNTY shall expeditiously award and issue notice to proceed to the contractor. See APPENDIX J for interim procedures.

SECTION 13 – UTILITIES AND RIGHT OF WAY (“ROW”). Utility relocations and accommodations shall be in accordance with Hawaii Revised Statutes 264-33 and 264-33.5, and with Title 19, Subtitle 4, Chapter 105 - Accommodation and Installation of Utilities on State Highways and Federal-Aid County Highways, State of Hawaii dated May 30, 1981. Utility agreements, memorandum of agreements, memorandum of understanding, or letter of agreement, or other similar instruments as appropriate, shall be executed with the respective utility owners during the course of constructing, relocating, or removing utilities within the right-of-way and shall specify the terms of construction, use, occupancy and cost sharing.

ROW acquisitions, management, disposals and transfers shall be performed in accordance with 23 CFR Part 710 and 49 CFR Part 24 as outlined in APPENDIX I.

SECTION 14 – MAINTENANCE OF FEDERAL AID ROADWAYS. Projects constructed with Federal-aid funds shall be maintained by the COUNTY in accordance with Section 116 of Title 23 and 23 CFR Section 1.27. Preservation and use of these highway rights-of-way, including new utility installations, shall be in accordance with 23 CFR Section 1.23, and with the Accommodation and Installation of Utilities on State Highways and Federal-Aid County Highways described above. Such roadways shall meet standards and performance targets established under the new authorization act, Moving Ahead for Progress in the 21st Century (“MAP-21”).

SECTION 15 – RECONCILIATION OF EXPENDITURES AND REIMBURSEMENTS. Upon completion of all programmed phases of a project using Federal-aid funds and final acceptance of work issued by the COUNTY, the COUNTY shall render a final financial statement to the STATE showing the final cost of planning, design, right-of-way acquisition, construction, and other incidental costs incurred and paid by the COUNTY and federal funds reimbursed to the COUNTY. The final financial statement shall clearly show the total cost, federal share, COUNTY’s share, and any other’s share of funds.

SECTION 16 – AUDITS, INDIRECT COST AND RECORDS RETAINAGE. The COUNTY shall ensure that the single audit requirement for each fiscal year is met under the 2 CFR Part 200. A copy of the audit report and associated Management Letter⁵ comments (auditor to the COUNTY) shall be provided to the STATE. The COUNTY shall issue a management plan of action to address each Federal audit finding which requires corrective action or other response within six

⁵ A Management Letter is a letter from the auditor to the auditee that highlights observations, findings and may provide recommendations. This letter typically accompanies the audit report.

months after receipt of the audit report and ensure that appropriate and timely corrective action is taken. See APPENDIX F for interim procedures.

SECTION 17 – COMPLIANCE WITH LAWS. All PARTIES shall observe and comply with all laws, ordinances, rules, and regulations now or hereafter made by the federal, state, and local governments with respect to actions performed in connection with this AGREEMENT. The PARTIES may voluntarily set more stringent requirements than those specified by laws, however it is understood that such *voluntary* goals, thresholds or requirements may not be legally binding or enforceable.

SECTION 18– INDEMNIFICATION. The STATE shall be responsible to the extent permitted by law, for damages or injury caused by the STATE’S officers and employees in the course of their employment related to this AGREEMENT to the extent that the STATE’S liability for such damage or injury has been determined by a court or otherwise agreed to by the STATE, and the STATE shall pay for such damage and injury to the extent permitted by law, provided that funds are appropriated and allotted for that purpose.

The COUNTY shall cause its contractor and/or consultant to indemnify, defend, and hold harmless the STATE and its officers, employees, and agents from and against actions, liabilities, claims, suits, damages, liens, judgments, attorney fees and costs arising out of or resulting from the acts or omissions of the COUNTY’S contractor and/or consultant occurring during or in connection with the performance of services and obligations under this AGREEMENT provided that the COUNTY’S contractor and/or consultant shall not be required to indemnify, defend, or hold harmless, the STATE, its officers, employees, and agents, from any actions, liabilities, claims, suits, damages, liens, judgments, attorney fees and costs when such arises out of the action or omission of the STATE and/or its officers, employees, and agents in conjunction with this AGREEMENT.

For activities not performed by the COUNTY’S contractor and/or consultant, the COUNTY shall indemnify, defend, and hold harmless the STATE and its officers, employees, and agents from and against actions, liabilities, claims, suits, damages, liens, judgments, attorney fees and costs arising out of or resulting from the acts or omissions of the COUNTY, its officers, employees, or agents occurring during or in connection with the performance of services and obligations under this AGREEMENT provided that the COUNTY shall not be required to indemnify, defend, or hold harmless, the STATE, its officers, employees, and agents, from any actions, liabilities, claims, suits, damages, liens, judgments, attorney fees and costs when such arises out of the action or omission of the STATE and/or its officers, employees, and agents in conjunction with this AGREEMENT.

SECTION 19 – SEVERABILITY. If any provision of this AGREEMENT is judged by a court of competent jurisdiction to be void, invalid, illegal or unenforceable for any reason, the same shall in no way affect, to the maximum extent permissible by law, other provisions of this AGREEMENT, or the application of such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this AGREEMENT as a whole; and to the extent necessary, this AGREEMENT shall be construed as if the void, invalid, illegal or unenforceable provision had never been contained herein.

SECTION 20 – WAIVERS AND REVISIONS. Any waiver of the terms, conditions, or provisions of this AGREEMENT, or a party's right or remedies under this AGREEMENT, must be in writing to be effective. Waiver requests shall be by letter from the COUNTY's Transportation Director (or equivalent) to the STATE's Director of Transportation.

Failure, neglect, or delay by a party to enforce the terms, conditions or provisions of this AGREEMENT or such party's rights or remedies at any time will not be construed as a waiver of such party's rights under this AGREEMENT and will not in any way affect the validity of the whole or any part of this AGREEMENT or prejudice such party's right to any subsequent action. No exercise or enforcement by any party of that party's rights or remedies under this AGREEMENT will preclude the enforcement by such party of any of its other rights or remedies available under this AGREEMENT or by law.

PARTIES may request proposed changes or updates to the various provisions contained in this AGREEMENT in writing. The STATE will review and consult with all other PARTIES as required, and if all PARTIES support and agree that such changes will result in mutual benefits to everyone, the PARTIES will amend this AGREEMENT in writing, with signature by all PARTIES, to reflect such changes.

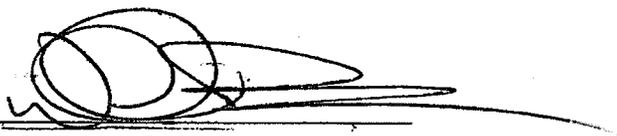
SECTION 21 – DISPUTE RESOLUTION. In the event any dispute arises between the COUNTY and the STATE concerning any aspect of this AGREEMENT, the COUNTY and the STATE will use their best efforts to address and resolve such disputes and the parties in dispute agree to negotiate within twenty-eight (28) calendar days of receipt of a letter describing the nature of the dispute and referencing the applicable paragraph of this AGREEMENT. The meeting will be held at a mutually agreed location, or if desired, by videoconference between the applicable program managers with the COUNTY and the STATE. In the event the matter is not resolved by such negotiations within twenty-eight (28) calendar days of this initial meeting, the parties in dispute agree to submit the matter to the COUNTY's Chief Engineer (for City and County

of Honolulu, the Director of Transportation Services) and the State Highways Administrator. If the matter is not resolvable within twenty-eight (28) days from submittal, the parties in dispute further agree to submit the matter to the COUNTY's Director of Public Works (or Director of Transportation Services, as applicable) and the STATE's Director of Transportation for resolution.

SECTION 22 – TERM OF AGREEMENT. Unless otherwise terminated in writing by the PARTIES, this AGREEMENT shall be effective for a period of ten (10) calendar years from the date of this AGREEMENT. The PARTIES may agree to extend the term of this AGREEMENT by written amendment of this AGREEMENT.

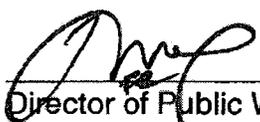
SIGNATORIES ARE AS FOLLOWS:

COUNTY OF HAWAII

By 

WILLIAM P. KENOI
MAYOR

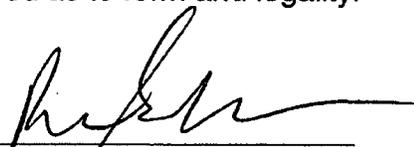
RECOMMEND APPROVAL:



Director of Public Works

Date: 4/20/15

Approved as to form and legality:



Deputy Corporation Counsel
County of Hawaii

Date: 5/11/15

COUNTY OF KAUAI

BY 

RECOMMEND APPROVAL:



County Engineer

Date: 6-25-15

Approved as to form and legality:



Deputy Corporation Counsel
County of Kauai

Date: 6/24/15

Approved and Accepted by the Kauai
County Council on March 27, 20 14



Jade K. Fountain-Tanigawa
County Clerk

Date: July 16, 2015

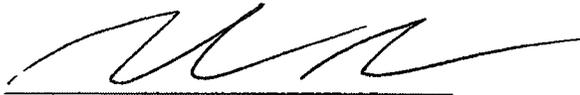
COUNTY OF MAUI

By 
ALAN M. ARAKAWA
Mayor, County of Maui

RECOMMEND APPROVAL:

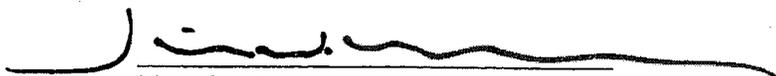

Director of Public Works
DAVID C. GOODE
Date: 4-23-15

Approved as to form and legality:


Deputy Corporation Counsel
County of Maui
MICHAEL J. HOPPER
Date: 4/27/15

CITY & COUNTY OF HONOLULU

APPROVED:



Kirk Caldwell
Mayor

Date: JUNE 22, 2015

Approved as to form and legality:



Corporation Counsel
City and County of Honolulu
DONNA Y.L. LEONG

Date: JUN 15 2015

STATE OF HAWAII

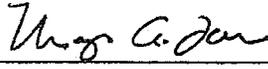
APPROVED:



FORD N. FUCHIGAMI
Director of Transportation

Date: 5.15.15

Approved as to form:



Deputy Attorney General

Date: 5/20/15

HAWAII DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

Project Description and Justification

for

OC 3, Bridge Inspection and Appraisal FFY 2016
City and County of Honolulu, Oahu, Hawaii

Pursuant to 23 CFR Subpart C, Section 650, bridge inspections and appraisals are required to ensure the structure continues to satisfy current service requirements and standards.

Federal financial participation is requested for the following:

Consultant Services

Inspection, inventory and appraisal of approximately 100 bridges.
Cost Estimate: \$800,000

Force Account (County Review)

Program and contract administration including, program planning and coordination with Federal, State and County agencies.
Cost Estimate: \$90,000

State Review

Project staff time for administrative and technical support, and management oversight.
Cost Estimate: \$10,000

County matching and front-end funds provided in its Fiscal Year 2016 Operating Budget. Project will be administered by the Department of Design and Construction/Civil Division.

HAWAII DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

Detail Estimate for a Federal-Aid Project Agreement

for

OC3, Bridge Inspection and Appraisal FFY 2016
Federal-Aid Project No. BR-NBIS ()

<u>TOTAL</u>	<u>PAR</u>	<u>FEDERAL</u>	<u>COUNTY</u>
<u>COST</u>	<u>COST</u>	<u>SHARE</u>	<u>SHARE</u>
		<u>80.00 %</u>	<u>20.00%</u>

Program Code L110 @ 80%
Improvement Type 40 - Special Bridge

Consultant	\$800,000	\$800,000	\$640,000	\$160,000
County Review	\$90,000	\$90,000	\$72,000	\$18,000
State Review	\$10,000	\$10,000	\$8,000	\$2,000
PROJECT TOTAL	\$900,000	\$900,000	\$720,000	\$180,000

CITY AND COUNTY OF HONOLULU
DEPARTMENT OF DESIGN AND CONSTRUCTION

BRIDGE INSPECTION, INVENTORY AND APPRAISAL I, FFY 2016
FEDERAL-AID PROJECT NO. BR-NBIS()

	STRUCTURE NO.	BRIDGE NO.	BRIDGE NAME	FEATURE INTERSECTED
1	003202001200001	202	BOOTH RD BRIDGE	PAUOA STREAM
2	003083061400076	206	DOLE ST BRIDGE	MANOA STREAM
3	003083071400092	207	EAST MANOA RD BRIDGE NO. 2	MANOA STREAM
4	003208001200001	208	EAST MANOA RD BRIDGE NO. 1	MANOA PARK DITCH
5	003209001200001	209	FERN ST BRIDGE	MAKIKI STREAM
6	003211001200001	211	KAHALOA DR EXTENS BRIDGE	MANOA STREAM
7	003062021400168	216	KAPIOLANI BLVD BRIDGE NO. 2	MANOA-PALOLO STREAM
8	003219001200001	219	KOALI RD BRIDGE	PALOLO STREAM
9	003083371400092	224	LOWREY AVE BRIDGE	MANOA STREAM
10	003226001200001	226	MAKIKI ST BRIDGE	MAKIKI STREAM
11	003232001200001	232	PAWAINA ST BRIDGE	MANOA STREAM
12	003234001200001	234	PHILIP ST BRIDGE	MAKIKI STREAM
13	003236001200001	236	PUOWAINA DR BRIDGE	AUWAIOLIMU STREET
14	003083471400113	251	NUUANU AVE ARCH BRIDGE	NUUANU STREAM
15	003253001200001	253	KAPULEI ST TRIPLE BOX CULV	PAUOA STREAM
16	003257001200001	257	PUIWA RD TRIPLE BOX CULV	NUUANU STREAM
17	003260001200001	260	KIMO DR BRIDGE	NUUANU STREAM
18	003261001200001	261	LAIMI RD BRIDGE	NUUANU STREAM
19	003262001200001	262	LIHOLIHO ST BOX CULV	MAKIKI DITCH
20	003083381400047	263	LUSITANA ST BRIDGE	PAUOA STREAM
21	003083461400067	264	NEHOA ST BRIDGE	MAKIKI STREAM
22	003265001200001	265	NUUANU PALI DR BRIDGE	NUUANU STREAM
23	003267001200001	267	PELEKANE DRIVE BRIDGE	NUUANU STREAM
24	003284001200001	284	KAAMALIO DR BRIDGE	MANOA STREAM
25	003062021400052	286	KAPIOLANI BLVD BRIDGE NO. 1	MAKIKI STREAM
26	003062081400252	291	FORT ST MALL UNDERPASS	SOUTH KING STREET
27	003292001200001	292	WOODLAWN DR BRIDGE	MANOA STREAM
28	003300001200001	300	ANI ST BRIDGE	WAILUPE STREAM
29	003303001200001	303	HAWAII KAI DR DBL BOX CULV	HAHAIONE CHANNEL
30	003306001200001	306	HALEMAUMAU PL TRI BOX CULV	NIU STREAM
31	003309001200001	309	E. HIND DR BRIDGE	WAILUPE STREAM
32	003311001200001	311	KAHALA AVE BRIDGE NO. 1	MULIWAI DITCH
33	003312001200001	312	KAHALA AVE BRIDGE NO. 2	KAPAKAHI STREAM
34	003314001200001	314	KALUA RD BRIDGE	PALOLO STREAM
35	003326001200001	326	PAALEA ST BRIDGE	PALOLO STREAM
36	003083531400155	328	PALOLO AVE BRIDGE NO. 1	PALOLO STREAM
37	003083531400001	329	PALOLO AVE BRIDGE NO. 2	PUKELE STREAM
38	003331001200001	331	PEPEEKEO ST DBL BOX CULV	HAHAIONE CHANNEL
39	003340001200001	340	MALIA ST BRIDGE NO. 1	WAIALAE NUI STREAM
40	003342001200001	342	WAILUA ST BRIDGE	KUAPA POND
41	003343001200001	343	KIWILA ST BRIDGE	PALOLO STREAM
42	003345001200001	345	HIKALA PL BRIDGE	WAIALAE NUI STREAM
43	003346001200001	346	HAWAII KAI DR BRIDGE	KAMILOIKI STREAM
44	003347001200001	347	MANINIHOLO ST BRIDGE	KAMILOIKI STREAM
45	003349001200001	349	WAINIHA ST BRIDGE	KAMILOIKI STREAM
46	003350001200001	350	SUMMER ST BRIDGE	KULIOUOU STREAM
47	003351001200001	351	KULIOUOU RD BRIDGE	KULIOUOU STREAM
48	003352001200001	352	KEAHOLE ST BRIDGE	KUAPA POND
49	003353001200001	353	HALEMAUMAU ST BRIDGE - EAST	NIU STREAM EAST FORK
50	003354001200001	354	HALEMAUMAU ST BRIDGE - WEST	NIU STREAM WEST FORK

CITY AND COUNTY OF HONOLULU
DEPARTMENT OF DESIGN AND CONSTRUCTION

BRIDGE INSPECTION, INVENTORY AND APPRAISAL II, FFY 2016
FEDERAL-AID PROJECT NO. BR-NBIS()

	STRUCTURE NO.	BRIDGE NO.	BRIDGE NAME	FEATURE INTERSECTED
1	003364001200001	364	10TH AVE DBL BOX CULV	WAIOMAO STREAM
2	003370001200001	370	AHE ST BRIDGE	PUKELE STREAM
3	003371001200001	371	ALIIKOA ST BRIDGE	KAPAKAHI STREAM
4	003083051400001	375	DIAMOND HEAD RD BRIDGE	OVER UPPER GULLY
5	003392001200001	392	MOKUHANO ST BRIDGE	KALAMA VALLEY CHANNEL
6	003393001200001	393	KAHULUI ST BRIDGE	KALAMA VALLEY CHANNEL
7	003394001200001	394	AINAPO ST BRIDGE	HAHAIONE CHANNEL
8	003406001100001	406	AULO RD BRIDGE NO. 1	KAHANAIKI STREAM
9	003407001100001	407	AULO RD BRIDGE NO. 2	MAUNAWILI STREAM
10	003408001100001	408	KAAWAKEA RD 4-CELL BOX	KAWAINUI STREAM
11	003425001100001	425	KEOLU DR BRIDGE NO. 1	KAELEPULU STREAM
12	003426001100001	426	HAMAKUA DR BRIDGE	KAWAINUI STREAM
13	003435001100001	435	WAIKUPANAHA ST BOX CULV	WAIMANALO STREAM
14	003083761400001	439	ONEAWA ST BRIDGE	KAWAINUI CHANNEL
15	003444001100001	444	MAUNAWILI RD BRIDGE NO. 2	KAMAKALEPO STREAM
16	003083761400197	445	N. KALAHEO AVE BRIDGE	KAWAINUI CHANNEL
17	003455001100001	455	AKUMU ST 4-CELL BOX CULV	ST. JOHN'S VIANNEY DITCH
18	003083821400052	456	WANAAO RD BRIDGE	KAELEPULU STREAM
19	003514001100001	514	HAUULA HMSTD RD BRIDGE NO. 3	MAAKUA STREAM
20	003600001100001	600	CANE HAUL RD BOX CULV	IRRIGATION DITCH
21	003601001100001	601	PAALAA RD BOX CULV	UNKNOWN STREAM
22	003602001100001	602	HALEIWA RD BRIDGE	PAUKAUILA STREAM
23	00300C291100137	603	KAM HWY BRIDGE	ANAHULU STREAM
24	00300C301100152	604	KAM HWY DOUBLE BOX CULV	LOKOE A STREAM
25	003605001100001	605	WAIALUA BEACH RD BRIDGE	KIIKII STREAM
26	003800001100001	800	KANEAKI ST BRIDGE	KAUPUNI STREAM
27	003801001100001	801	AUYONG HMSTD RD BRIDGE	ULEHAWA CHNL U-3
28	003804001100001	804	KAHAU PL BRIDGE	ULEHAWA CHNL U-3
29	003806001100001	806	MAALOA ST BRIDGE	ULEHAWA CHNL U-3
30	003808001100001	808	MOHIHI ST BRIDGE	ULEHAWA CHNL U-3
31	003809001100001	809	PAAKEA RD BRIDGE	MAILIILII CHNL M-1
32	003810001100001	810	PLANTATION RD BRIDGE	KAUPUNI CHNL K-2
33	003814001100001	814	ST JOHN'S RD BRIDGE	MAILIILII CHNL M-4
34	003825001100001	825	KAWIWI STREAM BRIDGE	KAUPUNI CHNL K-3
35	003830001100001	830	WAIANAE VALLEY RD BRIDGE	KAUPUNI CHNL K-2
36	003833001100001	833	KULAAUPUNI ST BRIDGE	MAILI CHNL M-5
37	003834001100001	834	MAILIILII RD BRIDGE	MAILIILII CHNL M-2
38	003835001100001	835	LUALUALEI HMSTD RD BRIDGE	MAILIILII CHNL M-2
39	003836001100001	836	HALONA RD BRIDGE	MAILIILII CHNL M-2
40	003837001100001	837	STA 23+68.34 BRIDGE	MAILIILII CHNL M-2
41	003838001100001	838	PUUHULU RD BRIDGE	MAILIILII CHNL M-2
42	003844001100001	844	PUUHULU RD BOX CULV	DRAINAGE CHANNEL
43	003845001100001	845	KUWALE RD BOX CULV	DRAINAGE CHANNEL
44	003846001100001	846	HAKIMO RD BOX CULV	DRAINAGE DITCH
45	003485001100001	850	MANO AVE BRIDGE	NANAKULI DRAINAGE CHNL
46	003960001100001	960	RENTON ROAD BRIDGE	KALOI GULCH
47	003971001100001	971	WAIPIO PT ACC RD BR NO. 2	WAILANI STREAM

FEDERAL-AID PROGRAM DATA										STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION		
PROJECT LOCATION (45) Various City and County of Honolulu Bridges, Island of Oahu, Hawaii					COUNTY		STANDARD PLACE CODE	STATE		ITEM NO.		
					NAME	CODE		NAME	CODE			
					Honolulu County			Hawaii		15		
PE for Bridge Inspection, Inventory and Appraisal				EMERG YR	DEMO ID	PROJECT NUMBER			PROJECT OVERSIGHT			
						PREFIX LETTER(S) BR	NUMBER NBIS	AGR. NO.	<input checked="" type="checkbox"/> Exempt from FHWA oversight <input type="checkbox"/> On NHS / Full FHWA oversight <input type="checkbox"/> Not on NHS/full FHWA oversight			
CLASS OF FEDERAL FUNDS Bridge Program				APPROPRIATION CODE		PARENT CODE	RURAL/URBAN Urban	NAME OF URBAN AREA Honolulu				
ROUTE NO. AND NAME			INVENTORY NO.	MILEPOINT TO MILEPOINT	FUNCTIONAL SYSTEM Local	FEDERAL-AID SYSTEM Not on any Federal-Aid System			CONGRESSIONAL DISTRICT 1 and 2			
PHASE	TERMINI (FULL DESCRIPTION) (INCLUDE NBI BRIDGE STRUCTURE NO.)	MILES	ESTIMATED PROJECT COST BY PHASES				OTHER FUNDS	SCOPE OF PROPOSED WORK				
			TOTAL ESTIMATED COST	PARTICIPATING AMOUNT	FEDERAL FUNDS (80 %)	COUNTY FUNDS (20 %)						
PE	Various City and County bridges within the City and County of Honolulu		\$900,000	\$900,000	\$720,000	\$180,000		Preliminary engineering for the inspections and appraisals of approximately 100 bridges under the jurisdiction of the City and County of Honolulu including consultant services, City review and Hawaii DOT review.				
ROW												
CON												
PREPARED BY		PROJECT TOTALS		\$900,000	\$900,000	\$720,000	\$180,000					
PROJECT TITLE: Bridge Inspection and Appraisal (FFY 16), Various City and County of Honolulu Bridges							ANTICIPATED ENVIRONMENTAL CLEARANCE (CLASS OF ACTION)					
RELATED PROJECTS:												
IMPROVEMENT TYPE: 40												
REMARKS: Estimate is for two consultant contracts to inspect approximately 100 bridges.							_____ BS CATEGORICAL EXCLUSION: _____ EA <input checked="" type="checkbox"/> PROGRAMMATIC - 23 CFR-771.117(c) _____ FONSI _____ STATE DOCUMENTED - 23 CFR 771.117(d)					