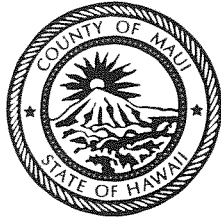


ALAN M. ARAKAWA  
Mayor



DON MEDEIROS  
Director

MARC I. TAKAMORI  
Deputy Director  
(808) 270-7511

RECEIVED

2017 MAR 24 AM 9:44

OFFICE OF THE MAYOR

**DEPARTMENT OF TRANSPORTATION**

COUNTY OF MAUI  
2145 Kaohu Street, Suite 102  
Wailuku, Hawaii, USA 96793  
March 22, 2017

OFFICE OF THE  
COUNTY CLERK

2017 MAR 29 PM 2:56

RECEIVED

Honorable Alan M. Arakawa  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Michael White, Chair  
and Members of Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

*Al Arakawa* 3/28/17  
Mayor Date

Dear Chair White:

**SUBJECT: Federal Transit Administration (FTA)  
Section 5311 Non-Urbanized Area Formula Program  
FFY 2014 Grant Application Approval**

In accordance with Ordinance No. 4334, Bill 62 (2016) Fiscal Year 2017 Budget, We are hereby transmitting to you a copy of the notice of grant award from the State of Hawaii, Department of Transportation for the program listed above for the period of July 1, 2016 to June 30, 2017 in the amount of \$520,000. These funds will be applied as per the FTA approved grant application HI-18-X032 based on the attached expenses.

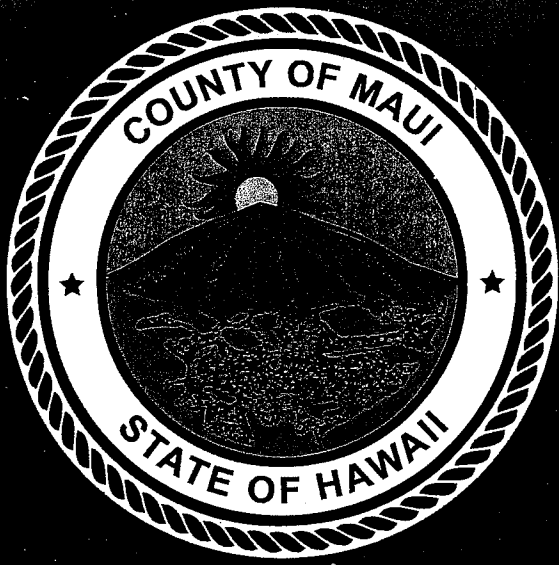
Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at ext. 7511.

Sincerely,

Don Medeiros  
Director of Transportation

Attachments  
Cc: Lynn Araki-Regan, Budget Director

COUNTY COMMUNICATION NO. 17-155



# FISCAL YEAR 2017

## BUDGET ORDINANCES COUNCIL ADOPTED

MAYOR ALAN M. ARAKAWA  
COUNTY OF MAUI

b. Federal Transit Administration (FTA) Section 5311 Rural Transit Assistance Program (RTAP)	20,000
c. Federal Transit Administration (FTA) Section Rural/5339 Formula Funds Program	600,000
d. Federal Transit Administration (FTA) Section Small Urban/5339 Formula Funds Program	400,000
e. Federal Transit Administration (FTA) Section 5311 Non-Urbanized Area Formula Program	600,000
f. Urbanized Area Formula Program 5307	1,100,000
14. Additional Revenues Received Pursuant to the Foregoing Grants	500,000
(1) Provided, that a quarterly report be submitted to the Council on excess grant revenues received by the County.	

DAVID Y. IGE  
GOVERNOR



STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
STATEWIDE TRANSPORTATION PLANNING OFFICE  
200 RODGERS BOULEVARD  
HONOLULU, HAWAII 96819-1812

FORD N. FUCHIGAMI  
DIRECTOR

Deputy Director  
JADE T. BUTAY  
ROSS M. HIGASHI  
EDWIN H. SNIFFEN  
DARRELL T. YOUNG

IN REPLY REFER TO:  
STP 8.1853

September 3, 2015

Ms. Jo Anne Johnson Winer  
Director  
County of Maui  
Department of Transportation  
200 South High Street  
Wailuku, Hawaii 96793-2155

Dear Ms. Winer:


Subject: Federal Transit Administration (FTA)  
Section 5311 Non-Urbanized Area Formula Program  
FFY 2014 Grant Application Approval

The FTA approved Grant Number HI-18-X032 for the subject program. The grant is available for use and drawdown. The county's federal share is approved in accordance with the allocation breakdown attached. In addition, we have enclosed a copy of the executed Section 5311 FFY 2014 Memorandum of Agreement for your use.

Quarterly reports are required and due twenty (20) days after the end of the quarter. Reimbursement requests for the subject grant must include a completed FTA Quarterly Progress and Expenditure Report.

Should you have any questions regarding the grant approval, please contact Mr. Ryan Fujii at (808) 831-7984.

Sincerely,

  
DEAN NAKAGAWA  
Planning Program Administrator

Attachments: Section 5311 Breakdown  
FFY 2014 Grant Application  
FFY 2014 Memorandum of Agreement

SEP 10 2015

### Section 5311 (FFY 2014) Breakdown

FFY '14 5311 Apportionment	2,681,390
State Admin. (3.035%)	81,390
Remaining to Counties	2,600,000
Hawaii	1,040,000
Kauai	1,040,000
Maui	520,000

FFY '13 5311(b)(3) RTAP	96,554
State *	96,554
Remaining to Counties	0
Hawaii	0
Kauai	0
Maui	0

\* Training funds to counties distributed through scholarship program

Note: Under MAP-21, Section 5311 now contains any work related to JARC.

Source:

Table 9, Federal Register dated 3/10/14, FY 2014 Section 5311 and Section 5340 Nonurbanized Apportionments and Section 5311(b)(3) Rural Transit Assistance Program (RTAP) Apportionments

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	1623
Recipient Name:	STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION
Project ID:	HI-18-X032-00
Budget Number:	1 - Budget Approved
Project Information:	Operating for Counties FFY 14

### Part 1: Recipient Information

Project Number:	HI-18-X032-00
Recipient ID:	1623
Recipient Name:	STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION
Address:	200 Rodgers Boulevard , HONOLULU, HI 96819 5003
Telephone:	(808) 831-7973
Facsimile:	(808) 831-7995

### Union Information

Recipient ID:	1623
Union Name:	AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
Address 1:	c/o William Wilkinson
Address 2:	1625 L. Street, NW
City:	Washington, DC 20036 5687
Contact Name:	Lee Saunders
Telephone:	(202) 429-1000
Facsimile:	(202) 429-1293
E-mail:	wwilkinson@afscme.org
Website:	webmaster@afscme.org

Recipient ID:	1623
Union Name:	HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
Address 1:	888 Mililani Street, Suite 601
Address 2:	
City:	Honolulu, HI 96813 2991

Contact Name:	Randy Perreira
Telephone:	(808) 543-0011
Facsimile:	(808) 528-4059
E-mail:	rperreir@hgea.org
Website:	www.hgea.org

Recipient ID:	1623
Union Name:	UPW LOCAL 646
Address 1:	1426 North School Street
Address 2:	
City:	Honolulu, HI 96817 1914
Contact Name:	Dayton Nakanelua
Telephone:	(808) 847-2631
Facsimile:	(808) 848-1987
E-mail:	martti@upwhawaii.org
Website:	www.upwhawaii.org

## Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$9,627,944
Project Number:	HI-18-X032-00	Adjustment Amt:	\$0
Project Description:	Operating for Counties FFY 14	Total Eligible Cost:	\$9,627,944
Recipient Type:	State Agency	Total FTA Amt:	\$1,737,944
FTA Project Mgr:		Total State Amt:	\$0
Recipient Contact:		Total Local Amt:	\$7,890,000
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20509	Special Condition:	None Specified
Sec. of Statute:	5311-1A	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Nov. 01, 2015 - Feb. 01, 2017	Est. Oblig Date:	None Specified
Recvd. By State:	Aug. 03, 2015	Pre-Award Authority?:	No
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 27, 2014		
Program Page:	2,25,29		
Application Type:	Electronic		

Supp. Agreement?:	No
Debt. Delinq. Details:	

### Urbanized Areas

UZA ID	UZA Name
150000	HAWAII

### Congressional Districts

State ID	District Code	District Official
15	1	Mark Takai
15	2	Tulsi Gabbard

### Project Details

#### PROJECT INFORMATION:

#### PROJECT FUNDING INFORMATION

This application includes one year of apportionments for Section 5311.

FFY 2014, 49 USC 5311 - NONURBANIZED AREA FORMULA PROGRAM  
UZA 150000 (State of Hawaii)

Section 5311 - \$1,641,390  
Section 5311(b)(3) - \$96,554  
Total - \$1,737,944 \*

\* \$2,777,944 is actually apportioned, however, \$1,040,000 has been withheld from one subrecipient pending improvement in technical capacity. At which time, the \$1,040,000 will be amended to this grant.

Local Match for 5311 funds:  
Kauai County \$1,040,000 100% County of Kauai Funds  
Maui County \$6,850,000 100% County of Maui Funds

Count of Kauai - Project descriptions: 5311, RTAP  
County of Kauai provides public fixed route and para-transit services for the County of Kauai (Island of Kauai).

Operations - Funds to be used to operate the transit system, including operating expenses for transit vehicles and equipment and transit facility maintenance and repairs.

RTAP - Funding to include driver training, maintenance training, scheduling and customer service training, administration training concerning operating, planning and procurement of transit systems and procuring training equipment to support in-house training.

Maui County - Project Descriptions: 5311, RTAP

Maui County provides fixed-route and para-transit transportation services for Maui County (islands of Maui, Lanai and Molokai).

Operations - Funds to be used to operate the Maui county Maui Bus system for fiscal year 2016. The estimated number of trip is 2,200,000.

RTAP - Funds to be used for management training and training for service providers on contract such as mechanics,



drivers, and transit workshops and peer exchange.

State of Hawaii - State Administration - Funds to be used for staff and office costs to provide oversight to subrecipients.

RTAP funds are pooled and distributed to any eligible recipient and purpose through the use of a scholarship application available online. HDOT uses part of these funds for staff training and support of common training sessions for subrecipients.

CONTACT: The recipient contact is Ryan Fujii from the Hawaii State Department of Transportation at ryan.fujii@hawaii.gov.

ALL PROJECTS ARE CATEGORY A AND HAVE RECEIVED HAWAII DOT APPROVAL.

NOTES:

1. Section 5311 Intercity bus allocation is not applicable to Hawaii per attached document.
2. Hawaii does not have any registered tribes.

**Earmarks**

**No information found.**

**Security**

**No information found.**

**Part 3: Budget**

**Project Budget**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
<b>300-00 OPERATING ASSISTANCE</b>	0	\$1,560,000.00	\$9,450,000.00
<u>ACTIVITY</u>			
<b>30.09.01 UP TO 50% FEDERAL SHARE</b>	0	\$1,560,000.00	\$9,450,000.00
<u>SCOPE</u>			
<b>635-00 RURAL TRANSIT ASST PROGRAM</b>	0	\$96,554.00	\$96,554.00
<u>ACTIVITY</u>			
<b>43.50.01 TRAINING</b>	0	\$96,554.00	\$96,554.00
<u>SCOPE</u>			
<b>610-00 STATE ADMINISTRATION</b>	0	\$81,390.00	\$81,390.00
<u>ACTIVITY</u>			
<b>11.80.00 STATE OR PROGRAM ADMINISTRATION</b>	0	\$81,390.00	\$81,390.00
<b>Estimated Total Eligible Cost:</b>			<b>\$9,627,944.00</b>

<b>Federal Share:</b>	<b>\$1,737,944.00</b>
<b>Local Share:</b>	<b>\$7,890,000.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
150000	2014.25.18.81.2	06	2015	18	\$0.00	\$81,390.00	\$81,390.00
150000	2014.25.18.81.2	09	2015	18	\$0.00	\$1,560,000.00	\$1,560,000.00
150000	2014.25.18.R7.2	07	2015	18	\$0.00	\$96,554.00	\$96,554.00
<b>Total Previously Approved:</b>							<b>\$0.00</b>
<b>Total Amendment Amount:</b>							<b>\$1,737,944.00</b>
<b>Total from all Funding Sources:</b>							<b>\$1,737,944.00</b>

Alternative Fuel Codes

Extended Budget Descriptions

<b>30.09.01</b>	UP TO 50% FEDERAL SHARE	0	\$1,560,000.00	\$9,450,000.00
<p>This ALI comprises two(2) subrecipients All will use the funds to support their respective transit agency's operational needs to provide public transportation.            Maui County STIP item - MC37, pg 25            520,000/7,370,00            Kauai County STIP item - KC12, pg 29            1,040,000/2,080,000</p>				
<b>43.50.01</b>	TRAINING	0	\$96,554.00	\$96,554.00
<p>Transit related training for subrecipients and HDOT.            STIP item S17, pg 2</p>				
<b>11.80.00</b>	STATE OR PROGRAM ADMINISTRATION	0	\$81,390.00	\$81,390.00
<p>For HDOT oversight, planning and assistance to subrecipients.</p>				

STIP item S18, pg 2

## Changes since the Prior Budget

**No information found.**

### Part 4. Milestones

**30.09.01** UP TO 50% FEDERAL SHARE 0 \$1,560,000 \$9,450,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Start Activity	Nov. 01, 2015
2.	End Activity	Dec. 31, 2016

**43.50.01** TRAINING 0 \$96,554 \$96,554

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Start Activity	Nov. 01, 2015
2.	End Activity	Dec. 31, 2016

**11.80.00** STATE OR PROGRAM ADMINISTRATION 0 \$81,390 \$81,390

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Start Activity	Nov. 01, 2015
2.	End Activity	Feb. 01, 2017

### Part 5. Environmental Findings

**30000** OPERATING ASSISTANCE 0 \$1,560,000 \$9,450,000

#### Finding No. 1 - Class II(c)

##### **C04** - Planning and Administrative Activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

**61000** STATE ADMINISTRATION 0 \$81,390 \$81,390

**Finding No. 1 - Class II(c)****C04 - Planning and Administrative Activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

<b>63500 RURAL TRANSIT ASST PROGRAM</b>	0	\$96,554	\$96,554
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**Finding No. 1 - Class II(c)****C04 - Planning and Administrative Activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

**Part 6: Fleet Status**

**No information found.**

**Part 7. FTA Comments****Conditions of Award**

Comment Title:	5333 Labor Standards
Comment By:	Jenny Barket
Date Created:	Aug. 14, 2015
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	<p>Special Condition: Special Warranty</p> <p>This award of Federal financial assistance is subject to the terms and conditions set forth in the Special Warranty Arrangement established and approved at 29 C.F.R. Section 215.7, as amended, by the U.S. Department of Labor for the Tribal Transit program (49 U.S.C. Section 5311(c)(1)) and the Rural Area program (49 U.S.C. Section 5311) to meet the requirement of 49 U.S.C. Section 5333(b). The Special Warranty Arrangement is incorporated herein by reference. See also U.S. Department of Labor's certification letter dated August 4, 2015.</p>

**Part 8: Results of Reviews**

The reviewer did not find any errors

**Part 9: Agreement**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-21, October 1, 2014)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, <http://www.fta.dot.gov/documents/21-Master.pdf>,
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

**FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: HI-18-X032-00

Grantee: STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION

Citation of Statute(s) Authorizing Project: 49 USC 5311 - (MAP 21) Formula Grants for Rural Areas (FY2013 and forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$9,627,944

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$1,737,944

Amount of This FTA Award (in U.S. Dollars): \$1,737,944

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 8/4/2015

Project Description:

Operating for Counties FFY 14

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Special Condition: Special Warranty

This award of Federal financial assistance is subject to the terms and conditions set forth in the Special Warranty Arrangement established and approved at 29 C.F.R. Section 215.7, as amended, by the U.S. Department of Labor for the

Tribal Transit program (49 U.S.C. Section 5311(c)(1)) and the Rural Area program (49 U.S.C. Section 5311) to meet the requirement of 49 U.S.C. Section 5333(b). The Special Warranty Arrangement is incorporated herein by reference. See also U.S. Department of Labor's certification letter dated August 4, 2015.

Awarded By:  
 Leslie Rogers  
 Regional Administrator  
 FEDERAL TRANSIT ADMINISTRATION  
 U.S. DEPARTMENT OF TRANSPORTATION  
 08/20/2015

### EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:  
 Ford Fuchigami  
 Interim Director of Transportation  
 STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION  
 08/25/2015

## HI-18-X032-00 Quarterly Narrative Report

Apr. 01, 2015 through Jun. 30, 2015

As Of Sep. 01, 2015

**(DRAFT)**

No MS/P Report, No FFR

### Part 1: Recipient Information

Project Number:	HI-18-X032-00
Recipient ID:	1623
Recipient Name:	STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION

Address:	200 Rodgers Boulevard , HONOLULU, HI 96819 5003
Telephone:	(808) 831-7973
Facsimile:	(808) 831-7995

## Part 2: Project Information

Project No:	HI-18-X032-00
Brief Desc:	Operating for Counties FFY 14
FTA Project Mgr:	
Start/End Date:	Nov. 01, 2015 - Feb. 01, 2017
Gross Project Cost:	\$9,627,944
Adjustment Amt:	\$0
Total Eligible Cost:	\$9,627,944
Total FTA Amt:	\$1,737,944
Total State Amt:	\$0
Total Local Amt:	\$7,890,000
Other Federal Amt:	\$0

## Part 3: Federal Financial Report

### Financial Status

	Previous	This Period	Cumulative
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures( F + G )	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations( I + J )			\$0
L. Total Federal Share ( F + I )			\$0
M. Unobligated Balance of Federal Funds ( E - L )			\$0
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be			\$0

provided N - ( G + J )			
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income ( P + Q - R or s or T )			\$0

### **Indirect Expense**

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

### **Part 4. Milestone/Progress Report**

#### **No Milestone Report**



## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this 31st day of August, 2015 by and between the State of Hawaii, acting through its Department of Transportation, by its Director of Transportation, hereinafter called "HDOT," and the County of Maui, whose business address is 200 South High Street, Wailuku, Hawaii 96793, who is a Subrecipient as defined in 49 U.S.C. Chapter 53, hereinafter called the "Subrecipient";

### WITNESSETH THAT:

WHEREAS, Public Law 109-59, codifies Federal Transit laws under Title 49, Chapter 53, Section 5311, of the United States Code, August 10, 2005, as amended by Public Law 112-141, October 1, 2012, hereinafter referred to as "Section 5311", provides for nonurbanized area formula program grants including: planning, capital, and operating projects to Subrecipients in nonurbanized areas, for the specific purpose of assisting Subrecipients in providing general public transportation services; and

WHEREAS, the Governor of the State of Hawaii, in accordance with the United States Department of Transportation, Federal Transit Administration, hereinafter referred to as "FTA", has designated the HDOT to administer and manage the Section 5311 grant; and evaluate and select projects proposed by the Subrecipients for nonurbanized areas; and

WHEREAS, the HDOT and the Subrecipient desire to secure and utilize grant funds to meet the general public transportation needs of the State of Hawaii, in a continuing, cooperative and comprehensive manner;

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the HDOT and Subrecipient agree as follows:

1.0 Purpose of Agreement. The purpose of this Agreement is to designate the County of Maui as the Subrecipient of Section 5311 funds in order to enable the Subrecipient to provide public transportation services to the general public, as described in the Subrecipient's application filed for the Federal Fiscal Year 2014, hereinafter referred to as the "Project", and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

2.0 Scope of Project. The Subrecipient shall undertake and complete the Project as described in its Application, separately filed with and approved by the HDOT and FTA, and in accordance with the terms and conditions of this Agreement. The Subrecipient further agrees to comply with applicable policies, procedures and provisions of the Federal Transit Administration Master Agreement, dated October 1, 2014 (available at: "<http://www.fta.dot.gov/documents/21-Master.pdf>"), HDOT State Management Plan, Chapter 53 of Title 49 of the United States Code, and other related Federal transit laws in the United States Code, as may be amended by any applicable

rules and regulations, and/or Federal directives issued subsequent to the execution of this Agreement.

3.0 Period of Performance. The period of performance of the Agreement shall be for the period the Section 5311 funds are available to HDOT.

4.0 Cost of Project. The cost of the Project shall be those amounts indicated in the approved Grant Application, and shall be borne in the manner described therein. The Subrecipient agrees that it will cover all costs of any Project remaining after the contribution of Federal Funds, hereafter referred to as the “local share”, and shall be covered in cash from sources other than Federal funds or from Federal sources only when appropriate Federal legislation specifically authorizes its use as part of the local share. The Subrecipient shall initiate and complete all actions necessary to enable the Subrecipient to provide or cause to be provided the local share of any Project at or prior to the time that the local share is needed. The Subrecipient further agrees that there shall be no reduction of the local share to be provided by the Subrecipient unless otherwise authorized in writing by the HDOT.

5.0 Operations and Project Administration Projects. FTA funds used for the operating or project administration efforts shall be for as described in the Grant Application. The Subrecipient shall ensure that design and project administration financed by funds through this Agreement are undertaken in accordance with the Agreement. The Subrecipient shall notify the HDOT immediately concerning the funds used for design or project administration that are not consistent with the use described in the Grant Application.

The Subrecipient shall keep or cause to be kept satisfactory records with regard to the use of all design and project administration Projects and shall submit or cause to be submitted to the HDOT upon request such information as the HDOT may require in order to insure compliance with Section 5311 requirements and this Agreement.

6.0 Capital Project Responsibility. The Subrecipient shall ensure that capital Projects financed by funds through this Agreement are undertaken, completed, operated and maintained in accordance to the Agreement in a timely manner.

7.0 Title to Capital Projects. Title to Projects for capital purchases shall be in the name of the Subrecipient.

8.0 Use of Capital Projects. The Subrecipient shall ensure that all Projects for capital purchases are used for the provision of general public transportation services as described in the Applications. If, at any time, any Project is not used in the manner described in the Applications or are withdrawn from transportation service, the Subrecipient shall ensure that the HDOT is immediately notified and reimbursed for FTA's proportionate share of the fair market value of the Project, in accordance with OMB Circular A-102 and FTA requirements.

The Subrecipient shall keep or cause to be kept satisfactory records with regard to the use of all capital Projects and shall submit or cause to be submitted to the HDOT upon request such information as the HDOT may require in order to assure compliance with Section 5311 requirements and this Agreement.

The Subrecipient shall provide or cause to be provided, in amount and form satisfactory to HDOT, such insurance or self-insurance as will be adequate to protect the federal interest in the capital Project throughout the period of required use.

The Subrecipient shall also submit or cause to be submitted to the HDOT at the beginning of each calendar year or as otherwise specified by the HDOT, a certification that all capital Projects comply with Section 5311 requirements and the terms of this Agreement.

The Subrecipient shall maintain or cause to be maintained all capital Projects at a high level of operational soundness, safety and cleanliness acceptable to the HDOT. The HDOT and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper Project usage and maintenance pursuant to this Agreement and Section 5311 requirements.

9.0 Agreements and Contracts under this Agreement. Agreements and contracts between the Subrecipients and second tier ultimate Subrecipients are subject to all applicable federal, state, and local requirements/regulations governing the receipt and use of FTA funds. Further, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any agreement or contract, or obligate itself in any manner to, any third party with respect to the Subrecipient's rights and responsibilities under this Agreement without the prior review and approval of the HDOT.

In the event that the Subrecipient obtains project services from other than itself, then the following requirements a) through g) shall apply, and the Subrecipient must obtain approval from the HDOT prior to the solicitation of project services:

- a) Federal Requirements. Each Subrecipient must include all clauses required by Federal statutes and executive orders and related implementing regulations, and obtain the required Federal certifications.
- b) State Law Compliance. Each Subrecipient shall follow state law and procedures when awarding and administering agreements and contracts.
- c) Contract Period of Performance Limitation. Each Subrecipient shall not enter into any agreement or contract with a period of performance exceeding two (2) years, inclusive of options, without prior written HDOT approval.
- d) Full and Open Competition. All project services from other than the Subrecipient under this Agreement will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:
  - 1) Unreasonable requirements placed on firms in order for them to qualify to do business;
  - 2) Unnecessary experience and excessive bonding requirements;
  - 3) Noncompetitive pricing practices between firms or affiliated companies;
  - 4) Noncompetitive awards to any person or firm on retainer contracts;

- 5) Organizational conflicts of interest which means that because of activities, relationships, agreements, or contracts: (a) a Subrecipient is unable, or potentially unable, to render impartial assistance or advice to the prospective assignee or any beneficiary of the services to be provided by the Subrecipient under this Agreement, (b) a Subrecipient's objectivity in performing the contract work is or might be otherwise impaired, or (c) the Subrecipient has an unfair competitive advantage; and
- 6) Any arbitrary action in the procurement process.
- e) Prohibition Against Geographic Preferences. Each Subrecipient shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes, rules, orders or requirements expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be used as a selection criterion in procurements for architectural and engineering services provided that such use leaves an appropriate numbers of qualified firms, given the nature and size of the project, to compete for the contract or agreement.
- f) Procurement By Competitive Bid. If this procurement method is used, the following requirements shall apply:

- 1) Requests for proposals will be publicized. All evaluation factors will be identified along with their relative importance.
  - 2) The proposals shall be submitted by sealed bid.
  - 3) Awards will be made to the responsible and qualified firm whose proposal is the lowest amount.
- g) Procurement By Request for Proposal (RFP). If this procurement method is used, the following requirements shall apply:
- 1) Requests for proposals will be publicized. All evaluation factors will be identified along with their relative importance.
  - 2) Proposals will be solicited from an adequate number of qualified sources.
  - 3) Subrecipients will have a method in place for conducting technical evaluations of the proposals received and for selecting awardees.
  - 4) Awards will be made to the responsible firm whose proposal is most advantageous to the Subrecipient's program with price and other factors considered.

10.0 Records and Reports. The Subrecipient shall advise the HDOT regarding the progress of the Project at such times and in such manner as the HDOT and FTA may deem necessary by, including, but not limited to, the submission of interim, periodic, quarterly and/or annual reports and/or the holding of meetings.

The Subrecipient shall collect and submit or cause to be collected and submitted to the HDOT, at such time as the HDOT may require, such financial statements, data,



records, contracts, agreements and other documents related to each Project as may be deemed necessary by the HDOT and FTA.

11.0 Audit and Inspection. The Subrecipient shall ensure that the HDOT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, are permitted to inspect all vessels, facilities and equipment purchased and/or operated by the Subrecipient as part of any Project, all transportation services rendered by the Subrecipient by the use of such vessels, facilities and equipment, and all relevant Project records and documents. The Subrecipient shall also ensure that the above named parties are permitted to audit the books, records, and accounts of the Subrecipient pertaining to the Project.

12.0 Termination.

- (a) For Convenience. The HDOT may, with the concurrence of FTA, terminate any Project and cancel this Agreement should HDOT determine, at its sole discretion, that continuation of the Project will not produce sufficient beneficial results to justify the further expenditure of funds.
- (b) For Cause. The HDOT may, by giving a 30-day written notice to the Subrecipient, terminate any Project and cancel this Agreement for any of the following reasons:
  - (1) The Subrecipient fails to provide the required general public transportation services as described in the Applications;
  - (2) The Subrecipient fails to obtain the approval of the HDOT in the manner and at the time required under this Agreement;

- (3) The commencement, prosecution or timely completion of any Project by the Subrecipient is, for any reason, rendered improbable, impossible or illegal; or
- (4) The Subrecipient shall be in default under any provision of this Agreement.

(c) Action Upon Termination. Upon termination of any Project and cancellation of this Agreement under the provisions of paragraph (a) or (b) of this Section, the Subrecipient agrees to dispose of the Project equipment, vehicles and facilities in accordance with State and FTA procedures.

13.0 Agreement Changes. Any amendments to this Agreement shall be made in writing signed by the HDOT and the Subrecipient.

14.0 Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising there from.

15.0 Prohibited Interest. No member, officer, or employee of the Subrecipient during his/her tenure, and for one year thereafter, shall have any monetary interest, direct or indirect, in this Agreement or the proceeds thereof.

16.0 Equal Employment Opportunity. In connection with the performance of this Agreement, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer,

recruitment or advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.0 Title VI - Civil Rights Act of 1964. The Subrecipient will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), the regulations of the United States Department of Transportation issued thereunder (49 C.F.R. Part 21), and the HDOT Title VI assurance required pursuant to 49 C.F.R. Part 21.7.

18.0 Disadvantaged Business Enterprise. In connection with the performance of this Agreement and for annualized projected expenditures of \$250,000 or more, the Subrecipient will cooperate with the HDOT in meeting the HDOT's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises; and will use its best efforts to ensure that these business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

19.0 Americans With Disabilities Act. In connection with the performance of this Agreement, the Subrecipient must comply with 49 CFR Parts 27, 37, and 38 implementing the Americans With Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, 2 U.S.C. 794, which prohibits discrimination on the basis of handicap.

20.0 Drug and Alcohol Program. The Subrecipient and/or Subrecipient contractors that directly operate the transit operation or component parts of the transit operation that utilize the Project must have a drug and alcohol testing program for safety sensitive employees. The drug and alcohol program is a requirement of the Omnibus

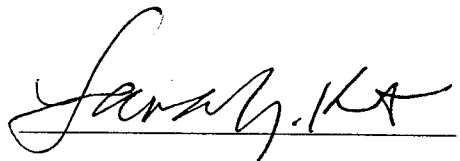
Transportation Employee Testing Act of 1991. The Subrecipient shall submit to the HDOT their drug and alcohol program, and their contractor's drug and alcohol program, if applicable.

21.0 Financial Audit Report or Single Audit Report Requirements. In connection with the performance of this Agreement, the Subrecipient shall submit to the HDOT within nine (9) months of the end of the county fiscal year, two (2) copies of its Annual Single Audit Report in accordance with the 2 CFR Part 200 - Uniform Guidance, effective December 26, 2014.

22.0 Conflict. In case of conflict, the stricter requirement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:



Deputy Attorney General

STATE OF HAWAII

DEPARTMENT OF TRANSPORTATION

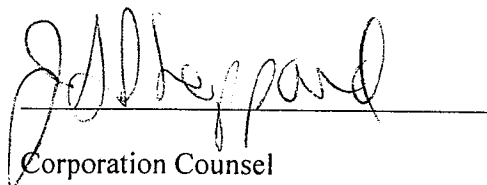
By:   
FORD N. FUCHIGAMI

Director of Transportation


Date: 8.31.15

APPROVED AS TO

FORM AND LEGALITY:

  
Corporation Counsel

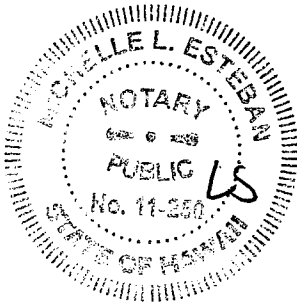
COUNTY OF MAUI

By:   
ALAN M. ARAKAWA

Mayor

Date: July 17, 2015

On this 17th day of July, 2015 before me  
appeared ALAN ARAKAWA, to me known, to be the  
person described in and, who, being by me duly sworn, did say that he/she is the  
Mayor of the County of Maui, the  
person described in and who executed the foregoing instrument and acknowledges that  
he/she executed said instrument as his/her free act and deed.



Michelle L. Esteban  
(Signature)

MICHELLE L. ESTEBAN  
(Print Name)

Notary Public, State of Hawaii

My commission expires: 8-14-15

Doc. Date Undated # Pages: 14

Michelle L. Esteban Second Circuit

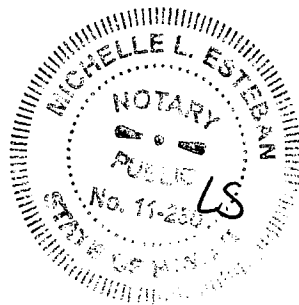
Doc. Description State of Hawaii

Department of Transportation

Memorandum of Agreement

Michelle L. Esteban 7/17/2015  
Notary Signature Date

**NOTARY CERTIFICATION**



EXPLANATION OF EXPENSES COVERED BY FTA SECTION 5311 FUNDING  
 MAUI BUS FIXED ROUTE CONTRACT C5327

<u>TYPE OF FUNDING</u>	<u>AMOUNT</u>	<u>EXPENSE</u>	<u>TYPE OF EXPENSE</u>	<u>AMOUNT OF EXPENSE</u>	<u>BALANCE</u>
FTA Section 5311 Funding	\$ 520,000.00	Overage	Lahaina Brush Fire Delays 7/3/16	\$ 3,824.48	\$ 516,175.52
		Additional work	Passenger counters for NTD November 2016 - January 2017	\$ 1,540.00	\$ 514,635.52
		Additional work	Update wood image on 6 Axxess buses	\$ 20,312.40	\$ 494,323.12
		Additional work	Replace seats on 6 Axxess buses	\$ 25,500.00	\$ 468,823.12
		Additional work	Kula Villager extended hours through FY 2018	\$ 100,254.18	\$ 368,568.94
		Additional wages per HRS	Wage cost due to prevailing wage increases FY 2014, FY 2015 and partial of FY 2016	\$ 368,568.94	\$ -
				<u>\$ 520,000.00</u>	

EXPLANATION OF EXPENSES COVERED BY FTA SECTION 5311 FUNDING  
MAUI BUS FIXED ROUTE CONTRACT C5327

<u>TYPE OF FUNDING</u>	<u>AMOUNT</u>	<u>EXPENSE</u>	<u>TYPE OF EXPENSE</u>	<u>AMOUNT OF EXPENSE</u>	<u>BALANCE</u>
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		Additional wages per HRS	Wage cost due to prevailing wage increases FY 2014, FY 2015 and partial of FY 2016	\$ 368,568.94	\$ -
				<u>\$ 520,000.00</u>	



Roberts Hawaii



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COUNTY OF MAUI  
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DEPT OF TRANSPORTATION

Roberts Hawaii Tours, Inc.

680 Iwilei Road, Suite 700, Honolulu, Hawaii 96817

Billing Inquiries: Ph 808 539 9457 ext 3

Fax 808 440 3784 billing@robertshawaii.com

Invoice To:

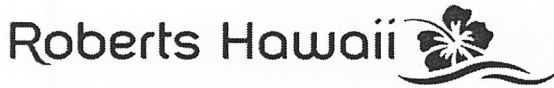
COUNTY OF MAUI  
MAUI PUBLIC TRANSPORTATION  
2145 KAOHU STREET, SUITE 102  
WAILUKU, HI 96793

Date: 02/24/17

KK

Invoice No: B651771-17

Date	Ref	Pax	Description	Fee	Trans
			LAHAINA BRUSH FIRE OVERAGES		
7/3/2016			STADIUM 1 (1) XVEHICLE @ 11.0 HRS		958.76
			STADIUM 2 (1) XVEHICLE @ 10.5 HRS		915.18
			STADIUM 3 (1) XVEHICLE @ 10.5 HRS		915.18
			MAKAWAO / KAPALUA (1) XVEHICLE @ 12.0 HRS		1,035.36
				-	3,824.48
			<b>TOTAL AMOUNT DUE:</b>		<b>3,824.48</b>



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 Fax 808 440 3784 billing@robertshawaii.com

**Invoice To:**

COUNTY OF MAUI  
 MAUI PUBLIC TRANSPORTATION  
 2145 KAOHU STREET, SUITE 102  
 WAILUKU, HI 96793

Date: 02/24/17  
 KK  
 Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
PASSENGER COUNTER - NOVEMBER 2016					
11/23/2016			WAILUKU REVERSE HENRY, JULIET (1) COUNTER @ 2.0 HRS	20.00	40.00
11/25/2016			LAHAINA ISLANDER DELOS REYES-INIBA, TATUM (1) COUNTER @ 3.0 HRS	20.00	60.00
11/26/2016			KAHULUI REVERSE HAUPU, MARIAN (1) COUNTER @ 2.0 HRS	20.00	40.00
11/28/2016			KAHULUI LOOP SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
			KIHEI VILLAGER DAMERON, MICHAEL (1) COUNTER @ 2.0 HRS	20.00	40.00
11/30/2016			KAANAPALI ISLANDER MAKAIWI YOUNG, STEPHANIE (1) COUNTER @ 2.0 HRS	20.00	40.00
<b>TOTAL AMOUNT DUE:</b>					<b>260.00</b>

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 DEPT OF TRANSPORTATION



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 COUNTY OF MAUI  
 Roberts Hawaii Tours, Inc.  
 680 Iwilei Road, Suite 700, Honolulu, Hawaii 96817  
 Billing Inquiries: Ph 808 539 9457 ext 3  
 Fax 808 440 3784 Billings@robertshawaii.com

DEPT OF TRANSPORTATION Date: 02/24/17  
 KK  
 Invoice No: B651768-17

Invoice To:

COUNTY OF MAUI  
 MAUI PUBLIC TRANSPORTATION  
 2145 KAOHU STREET, SUITE 102  
 WAILUKU, HI 96793

Date	Ref	Pax	Description	Rate/Hour	Cost
PASSENGER COUNTER - DECEMBER 2016					
12/1/2016			KAANAPALI ISLANDER DELOS REYES-INIBA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/2/2016			HAIKU ISLANDER HENRY, JULIET (1) COUNTER @ 2.0 HRS	20.00	40.00
12/3/2016			LAHAINA ISLANDER SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
12/4/2016			KAHULUI REVERSE HAUPU, MARIAN (1) COUNTER @ 2.0 HRS	20.00	40.00
12/5/2016			WAILUKU REVERSE HAUPU, MARIAN (1) COUNTER @ 2.0 HRS	20.00	40.00
12/7/2016			LAHAINA VILLAGER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/8/2016			LAHAINA VILLAGER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/10/2016			KAANAPALI ISLANDER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/11/2016			WAILUKU LOOP KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00



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 Fax 808 440 3784 billing@robertshawaii.com

Invoice To:

COUNTY OF MAUI  
 MAUI PUBLIC TRANSPORTATION  
 2145 KAOHU STREET, SUITE 102  
 WAILUKU, HI 96793

Date: 02/24/17  
**KK**  
 Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
			UPCOUNTRY ISLANDER KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
12/13/2016			KULA VILLAGER KEKONA, GALE (1) COUNTER @ 2.0 HRS	20.00	40.00
12/18/2016			KAANAPALI ISLANDER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
			UPCOUNTRY ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
12/20/2016			LAHAINA VILLAGER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/21/2016			HAIKU ISLANDER KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
12/23/2016			LAHAINA VILLAGER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/31/2016			HAIKU ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
					680.00
<b>TOTAL AMOUNT DUE:</b>					<b>680.00</b>

Roberts Hawaii



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Roberts Hawaii Tours, Inc.

680 Iwilei Road, Suite 700, Honolulu, Hawaii 96817

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Fax 808 440 3784 billing@robertshawaii.com

Invoice To:

DEPT OF TRANSPORTATION

Date: 02/24/17

KK

Invoice No: B651768-17

COUNTY OF MAUI  
MAUI PUBLIC TRANSPORTATION  
2145 KAOHU STREET, SUITE 102  
WAILUKU, HI 96793

Date	Ref	Pax	Description	Rate/Hour	Cost
PASSENGER COUNTER - NOVEMBER 2016					
1/2/2017			KAANAPALI ISLANDER EXT KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
1/3/2017			LAHAINA ISLANDER KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
			KAANAPALI ISLANDER KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
1/4/2017			KAHULUI LOOP KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
1/18/2017			KIHEI ISLANDER KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/22/2017			LAHAINA ISLANDER SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/23/2017			WAILUKU REVERSE KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
			KAHULUI REVERSE SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/26/2017			KAHULUI REVERSE SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00



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 680 Iwilei Road, Suite 700, Honolulu, Hawaii 96817  
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Date: 02/24/17  
**KK**  
 Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
1/27/2017			LAHAINA ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
1/28/2017			KAHULUI REVERSE KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
			NAPILI ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
			KAANAPALI ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
1/29/2017			KAHULUI REVERSE SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/31/2017			KULA VILLAGER KEKONA, GALE (1) COUNTER @ 2.0 HRS	20.00	40.00
					600.00
<b>TOTAL AMOUNT DUE:</b>					<b>600.00</b>

**Diane Yogi - Fwd: FW: Your Custom Sign Estimate**

**From:** Marc Takamori  
**To:** Diane Yogi  
**Date:** 2/7/2017 3:26 PM  
**Subject:** Fwd: FW: Your Custom Sign Estimate

>>> Chad Lee <Chad.Lee@robertshawaii.com> 1/18/2017 8:45 AM >>>  
Hello, here is the estimate for the green Axess wood grain.

**From:** SIGNSOLUTIONS INC. [mailto:quickbooks-email@intuit.com]  
**Sent:** Tuesday, January 17, 2017 12:01 PM  
**To:** Chad Lee  
**Subject:** Your Custom Sign Estimate

Aloha-Your estimate is attached!

- 1.) PLEASE REPLY TO THIS ESTIMATE: Received or "Approved" if you wish to move forward.
- 2.) PROOFS: We send proofs AFTER deposit payment.
- 3) DEPOSIT PAYMENT: IF you approve this estimate we will send you an Invoice - this will have a link for payment.

If you have any questions at all please call 874-8884

SignSolutions Inc.  
[www.signsolutionsmaui.com](http://www.signsolutionsmaui.com)

----- Estimate -----

300 Ohukai Rd.  
Suite C-312  
Kihei, HI 96753 US  
808 874.8884  
[www.signsolutionsmaui.com](http://www.signsolutionsmaui.com)

Estimate #: 3574  
Date: 01/17/2017  
\$3,385.40

-----  
Address:

Roberts Hawaii  
2665 Mokumoa St.  
Bldg A  
Honolulu, HI 96819

-----  
Sales Rep: Andy

Service	Activity	Qty	Rate	Amount
Vehicle GrUpdate	Wood Image on	1	3,250.00	3,250.00T

Trolley Bus- approx. ( 376' x 5" of striping)

Chad Lee  
<Chad.Lee@robertshawaii.com>

---

SubTotal:	\$3,250.00
Tax (4.166%):	\$135.40
-----	
Total:	\$3,385.40

SPECIAL NOTE: Production Time refers to how long it will take to make your sign after PROOF approval.

$\$ 3,385.40$   
 $\times \quad 6 \text{ buses}$   

---

 $\$ 20,312.40$



Marc Takamori - FW: trolley bus

---

**From:** Chad Lee <Chad.Lee@robertshawaii.com>  
**To:** Don Medeiros <Don.Medeiros@co.maui.hi.us>  
**Date:** 1/12/2017 1:37 PM  
**Subject:** FW: trolley bus

---

Check this out. If you like it he will get us an estimate.  
Thank you

---

**From:** Andy Bridge [mailto:andy@signsolutionsmaui.com]  
**Sent:** Thursday, January 12, 2017 12:01 PM  
**To:** Chad Lee  
**Cc:** user  
**Subject:** Re: trolley bus

Hi Chad, here is the proposed layout for the wood trim.

before



after



ali

---

Andy Bridge- [andy@signsolutionsmaui.com](mailto:andy@signsolutionsmaui.com)

**PLEASE NOTE OUR NEW HOURS: 8:30-4:00 PM (Mon.-Fri.)**

SignSolutions Inc.  
300 Ohuaki Road, Suite C-312  
Kihei, HI 96753

phone: 808.874.8884  
[www.SignSolutionsMaui.com](http://www.SignSolutionsMaui.com)

On Jan 12, 2017, at 5:59 AM, Chad Lee <[Chad.Lee@robertshawaii.com](mailto:Chad.Lee@robertshawaii.com)> wrote:

Yes, its ben here since the accident.  
Thank you

---

**From:** Andy Bridge [<mailto:andy@signsolutionsmaui.com>]  
**Sent:** Wednesday, January 11, 2017 1:35 PM  
**To:** Chad Lee  
**Subject:** Re: MB403

hi Chad, will the bus be at Roberts tomorrow?

---

Andy Bridge- [andy@signsolutionsmaui.com](mailto:andy@signsolutionsmaui.com)

**PLEASE NOTE OUR NEW HOURS: 8:30-4:00 PM (Mon.-Fri.)**

SignSolutions Inc.  
300 Ohuaki Road, Suite C-312  
Kihei, HI 96753

phone: 808.874.8884  
[www.SignSolutionsMaui.com](http://www.SignSolutionsMaui.com)

On Dec 26, 2016, at 9:09 AM, Chad Lee <[Chad.Lee@robertshawaii.com](mailto:Chad.Lee@robertshawaii.com)> wrote:

Hello, the bus is ready to be wrapped.  
Thank you

---

**From:** Chad Lee  
**Sent:** Monday, December 26, 2016 9:08 AM  
**To:** Chad Lee  
**Subject:** FW: MB403

**From:** [8088700087@vzwpix.com](mailto:8088700087@vzwpix.com) [<mailto:8088700087@vzwpix.com>]  
**Sent:** Monday, December 26, 2016 9:06 AM  
**To:** Chad Lee  
**Subject:**

<20161226\_090447.jpeg><20161226\_090430.jpeg><20161226\_090356.jpeg><20161226\_090344.jpeg>

**Diane Yogi - seats**

---

**From:** Chad Lee <Chad.Lee@robertshawaii.com>  
**To:** Don Medeiros <Don.Medeiros@co.maui.hi.us>  
**Date:** 2/8/2017 7:14 AM  
**Subject:** seats

---

Hello, the cost to replace the seats that don't fold will be \$4,250. Per bus. That's 34 seats. We already did most of the foldaway seats.

Thank you

Chad Lee/Maintenance Maui Mgr  
Roberts Hawai'i  
711 Kaonawai Place | Kahului Hawai'i 96732  
P: (808) 727-8471 F: (808) 872-9180 C: (808)757-2420  
E: [chad.lee@robertshawaii.com](mailto:chad.lee@robertshawaii.com) | W: [www.robertshawaii.com](http://www.robertshawaii.com)

$$\begin{array}{r} \$ 4,250.00 \\ \times \quad 6 \text{ BUSES} \\ \hline \$ 25,500.00 \end{array}$$

*Includes predict/ deskhead.*

### Kula Villager

Month	P/Month	Expansion Hours	Cost p/day	Hours p/day	Hourly Fee
July	\$ 37,089.02		1219.37	14.7	82.95
August	\$ 37,089.02				
September	\$ 37,089.02				
October	\$ 37,089.02				
November	\$ 37,089.02				
December	\$ 37,089.02				
January	\$ 37,089.02				
February	\$ 37,089.02				
March	\$ 37,089.02				
April	\$ 37,089.02				
May	\$ 37,089.02				
June	\$ 37,089.02				
<b>Total</b>	<b>\$ 445,068.24</b>				

\*7:59AM-9:29PM (13.5 hours)

### Kula Villager Extended Hours

Month	P/Month	Expansion Hours	Cost p/day	Hours p/day	Hourly Fee
July	\$ 37,089.02		1219.37	14.7	82.95
August	\$ 37,089.02		1219.37	14.7	82.95
September	\$ 37,089.02		1219.37	14.7	82.95
October	\$ 37,089.02		1219.37	14.7	82.95
November	\$ 37,089.02		1219.37	14.7	82.95
December	\$ 37,089.02		1219.37	14.7	82.95
January	\$ 37,089.02		1219.37	14.7	82.95
February	\$ 37,089.02		1219.37	14.7	82.95
<del>March</del>	<del>\$ 43,515.57</del>	<del>2.5 hours per day</del>	<del>1426.74</del>	<del>17.2</del>	<del>82.95</del>
April	\$ 43,515.57	2.5 hours per day	1426.74	17.2	82.95
May	\$ 43,515.57	2.5 hours per day	1426.74	17.2	82.95
June	\$ 43,515.57	2.5 hours per day	1426.74	17.2	82.95
<b>Total</b>	<b>\$ 470,774.44</b>				

\*Increased by 2.5 hours

\*\$82.95 per hour X 17.2 hours per day X 122 remaining days divided by 4 months = \$43,15.57

Added cost for <sup>(3)</sup>~~(4)~~ months: ~~\$ 25,706.20~~ *start in April per Marc*  
\$ 19,279.65

*1 year additional costs → \$80,974.53*

*\$ 100,254.18*

# KULA VILLAGER ROUTE #39

Pukalani Street near Comm Ctr Entrance	Kulamalu - To Kula	Lower Kula Rd. / Waimele Pl.	Kula Hardware	Kula Community Ctr. / Holy Ghost Church	Near Morihara Store / Kula Gym	Rice Park - To Kula	Pueo Drive / Kula Highway	Pueo Drive / Hiipali Loop	Lauie Drive / Ahulua Street	Lauie Drive / Kaulia'aha Street	Kula Highway / Kula Hospital	Rice Park - To Makawao	Near Morihara Store / Kula Gym	Kula Community Ctr. / Holy Ghost Church	Kula Hardware	Lower Kula Rd. / Waimele Pl.	Kulamalu - To Makawao	Koehana Pl. / Makawao Ave.	Across Makawao Library	Across St. Joseph Church	Eddie Tam Memorial Gym	Ka Lei Pl. / Makawao Ave.	Pukalani Street near Community Ctr Entrance
6:29	6:38	6:45	6:48	6:52	6:53	6:58	5:30	5:33	5:36	5:37	5:47	5:52	5:56	5:57	5:59	6:02	6:07	6:13	6:18	6:20	6:22	6:24	6:29
7:59	8:08	8:15	8:18	8:22	8:23	8:28	7:00	7:03	7:06	7:07	7:17	7:22	7:26	7:27	7:29	7:32	7:37	7:43	7:48	7:50	7:52	7:54	7:59
9:29	9:38	9:45	9:48	9:52	9:53	9:58	10:00	10:03	10:06	10:07	10:17	10:22	10:26	10:27	10:29	10:32	10:37	10:43	10:48	10:50	10:52	10:54	10:59
10:59	11:08	11:15	11:18	11:22	11:23	11:28	11:30	11:33	11:36	11:37	11:47	11:52	11:56	11:57	11:59	12:02	12:07	12:13	12:18	12:20	12:22	12:24	12:29
12:29	12:38	12:45	12:48	12:52	12:53	12:58	1:00	1:03	1:06	1:07	1:17	1:22	1:26	1:27	1:29	1:32	1:37	1:43	1:48	1:50	1:52	1:54	1:59
1:59	2:08	2:15	2:18	2:22	2:23	2:28	2:30	2:33	2:36	2:37	2:47	2:52	2:56	2:57	2:59	3:02	3:07	3:13	3:18	3:20	3:22	3:24	3:29
3:29	3:38	3:45	3:48	3:52	3:53	3:58	4:00	4:03	4:06	4:07	4:17	4:22	4:26	4:27	4:29	4:32	4:37	4:43	4:48	4:50	4:52	4:54	4:59
4:59	5:08	5:15	5:18	5:22	5:23	5:28	5:30	5:33	5:36	5:37	5:47	5:52	5:56	5:57	5:59	6:02	6:07	6:13	6:18	6:20	6:22	6:24	6:29
6:29	6:38	6:45	6:48	6:52	6:53	6:58	7:00	7:03	7:06	7:07	7:17	7:22	7:26	7:27	7:29	7:32	7:37	7:43	7:48	7:50	7:52	7:54	7:59
7:59	8:08	8:15	8:18	8:22	8:23	8:28	8:30	8:33	8:36	8:37	8:47	8:52	8:56	8:57	8:59	9:02	9:07	9:13	9:18	9:20	9:22	9:24	9:29

**ROBERTS TOURS & TRANSPORTATION, INC**

**MPT [DRIVER] PREVAILING WAGE INCREASE IMPACT (10/1/2013 through 12/31/2016)**

SUMMARY	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5	TOTAL
<b>FIXED Shortfall:</b>	56,359	173,713	305,329	214,252	0	749,653
<i>Cumulative Total:</i>	56,359	230,072	535,401	749,653	749,653	
<b>COMMUTER Shortfall:</b>	9,116	28,443	48,934	33,701	0	120,194
<i>Cumulative Total:</i>	9,116	37,559	86,493	120,194	120,194	

PREVAILING WAGE: BC-07	PRIOR	10/01/13	04/01/14	10/01/14	04/01/15	10/01/15	04/01/16	10/01/16	04/01/17
	19.22	19.60	20.00	20.39	20.80	21.22	21.65	22.08	22.52
	<b>Diff:</b>	<b>0.38</b>	<b>0.78</b>	<b>1.17</b>	<b>1.58</b>	<b>2.00</b>	<b>2.43</b>	<b>2.86</b>	<b>3.30</b>

FIXED ROUTE (C5327)					FY2014	FY2015	FY2016	FY2017	FY2018
PERIOD of Wage Incr	Wage Incr	Hours	SubTotal	Bene-40%	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5
10/1/13 - 3/31/14	0.38	45,330	17,226	24,116					
OT HRS	0.57	4,900	2,793	3,910					
4/1/14 - 6/30/14	0.78	23,264	18,146	25,405					
OT HRS	1.17	1,788	2,092	2,928	56,359				
7/1/14 - 9/30/14	0.78	23,839	18,594	26,032					
OT HRS	1.17	1,698	1,986	2,781					
10/1/14 - 3/31/15	1.17	45,579	53,328	74,659					
OT HRS	1.76	4,860	8,529	11,940					
4/1/15 - 6/30/15	1.58	22,221	35,109	49,153					
OT HRS	2.37	2,757	6,535	9,149		173,713			
7/1/15 - 9/30/15	1.58	23,318	36,843	51,580					
OT HRS	2.37	2,695	6,387	8,942					
10/1/15 - 3/31/16	2.00	46,228	92,456	129,438					
OT HRS	3.00	5,369	16,107	22,550					
4/1/16 - 6/30/16	2.43	22,839	55,499	77,698					
OT HRS	3.65	2,963	10,800	15,120			305,329		
7/1/16 - 9/30/16	2.43	23,860	57,980	81,172					
OT HRS	3.65	2,686	9,790	13,707					
10/1/16 - 12/31/16	2.86	24,925	71,286	99,800					
OT HRS	4.29	3,259	13,981	19,574					
1/1/17 - 3/31/17	2.86	0	0	0					
OT HRS	4.29	0	0	0					
4/1/17 - 6/30/17	3.30	0	0	0					
OT HRS	4.95	0	0	0				214,252	
7/1/17 - 6/30/18	3.30	0	0	0					0
OT HRS	4.95	0	0	0					0

→ \$56,359.00

→ \$173,713.00

portion of: \$138,496.94

\$368,568.94

COMMUTER ROUTE (C5326)					FY2014	FY2015	FY2016	FY2017	FY2018
PERIOD of Wage Incr	Wage Incr	Hours	SubTotal	Bene-40%	YEAR-1	YEAR-2	YEAR-3	YEAR-4	YEAR-5
10/1/13 - 3/31/14	0.38	5,960	2,265	3,171					
OT HRS	0.57	1,736	990	1,385					
4/1/14 - 6/30/14	0.78	3,196	2,493	3,490					
OT HRS	1.17	653	764	1,069	9,116				
7/1/14 - 9/30/14	0.78	3,053	2,382	3,334					
OT HRS	1.17	758	887	1,241					
10/1/14 - 4/1/15	1.17	6,251	7,313	10,239					
OT HRS	1.76	1,677	2,944	4,121					
4/1/15 - 6/30/15	1.58	3,066	4,845	6,782					
OT HRS	2.37	821	1,947	2,726		28,443			
7/1/15 - 9/30/15	1.58	3,058	4,831	6,763					
OT HRS	2.37	815	1,932	2,704					
10/1/15 - 3/31/16	2.00	6,327	12,654	17,716					
OT HRS	3.00	1,637	4,911	6,875					
4/1/16 - 6/30/16	2.43	3,018	7,334	10,267					
OT HRS	3.65	903	3,291	4,608			48,934		
7/1/16 - 9/30/16	2.43	3,263	7,929	11,101					
OT HRS	3.65	743	2,708	3,792					
10/1/16 - 12/31/16	2.86	3,748	10,719	15,007					
OT HRS	4.29	633	2,716	3,802					
1/1/17 - 3/31/17	2.86	0	0	0					
OT HRS	4.29	0	0	0					
4/1/17 - 6/30/17	3.30	0	0	0					
OT HRS	4.95	0	0	0				33,701	
7/1/17 - 6/30/18	3.30	0	0	0					0
OT HRS	4.95	0	0	0					0



Roberts Hawaii Tours, Inc.  
 680 Iwilei Road, Suite 700, Honolulu, Hawaii 96817  
 Billing Inquiries: Ph 808 539 9457 ext 3  
 Fax 808 440 3784 billing@robertshawaii.com

Invoice To:

COUNTY OF MAUI  
 MAUI PUBLIC TRANSPORTATION  
 2145 KAOHU STREET, SUITE 102  
 WAILUKU, HI 96793

Date: 02/24/17

KK

Invoice No: B651771-17

Date	Ref	Pax	Description	Fee	Trans
			LAHAINA BRUSH FIRE OVERAGES		
7/3/2016			STADIUM 1 (1) XVEHICLE @ 11.0 HRS		958.76
			STADIUM 2 (1) XVEHICLE @ 10.5 HRS		915.18
			STADIUM 3 (1) XVEHICLE @ 10.5 HRS		915.18
			MAKAWAO / KAPALUA (1) XVEHICLE @ 12.0 HRS		1,035.36
				-	3,824.48
			<b>TOTAL AMOUNT DUE:</b>		<b>3,824.48</b>



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 2145 KAOHU STREET, SUITE 102  
 WAILUKU, HI 96793

Date: 02/24/17

KK

Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
PASSENGER COUNTER - NOVEMBER 2016					
11/23/2016			WAILUKU REVERSE HENRY, JULIET (1) COUNTER @ 2.0 HRS	20.00	40.00
11/25/2016			LAHAINA ISLANDER DELOS REYES-INIBA, TATUM (1) COUNTER @ 3.0 HRS	20.00	60.00
11/26/2016			KAHULUI REVERSE HAUPU, MARIAN (1) COUNTER @ 2.0 HRS	20.00	40.00
11/28/2016			KAHULUI LOOP SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
			KIHEI VILLAGER DAMERON, MICHAEL (1) COUNTER @ 2.0 HRS	20.00	40.00
11/30/2016			KAANAPALI ISLANDER MAKAIWI YOUNG, STEPHANIE (1) COUNTER @ 2.0 HRS	20.00	40.00
					<u>260.00</u>
<b>TOTAL AMOUNT DUE:</b>					<b><u>260.00</u></b>





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Date: 02/24/17  
**KK**  
 Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
PASSENGER COUNTER - DECEMBER 2016					
12/1/2016			KAANAPALI ISLANDER DELOS REYES-INIBA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/2/2016			HAIKU ISLANDER HENRY, JULIET (1) COUNTER @ 2.0 HRS	20.00	40.00
12/3/2016			LAHAINA ISLANDER SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
12/4/2016			KAHULUI REVERSE HAUPU, MARIAN (1) COUNTER @ 2.0 HRS	20.00	40.00
12/5/2016			WAILUKU REVERSE HAUPU, MARIAN (1) COUNTER @ 2.0 HRS	20.00	40.00
12/7/2016			LAHAINA VILLAGER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/8/2016			LAHAINA VILLAGER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/10/2016			KAANAPALI ISLANDER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/11/2016			WAILUKU LOOP KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00



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 WAILUKU, HI 96793

Date: 02/24/17

KK

Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
12/13/2016			UPCOUNTRY ISLANDER KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
12/18/2016			KULA VILLAGER KEKONA, GALE (1) COUNTER @ 2.0 HRS	20.00	40.00
12/20/2016			KAANAPALI ISLANDER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/21/2016			UPCOUNTRY ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
12/23/2016			LAHAINA VILLAGER DELOS REYES-INABA, TATUM (1) COUNTER @ 2.0 HRS	20.00	40.00
12/31/2016			HAIKU ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
					680.00
<b>TOTAL AMOUNT DUE:</b>					<b>680.00</b>



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 WAILUKU, HI 96793

Date: 02/24/17

KK

Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
PASSENGER COUNTER - NOVEMBER 2016					
1/2/2017			KAANAPALI ISLANDER EXT KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
1/3/2017			LAHAINA ISLANDER KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
			KAANAPALI ISLANDER KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
1/4/2017			KAHULUI LOOP KEPANI-KAIHE, THOMAS (1) COUNTER @ 2.0 HRS	20.00	40.00
1/18/2017			KIHEI ISLANDER KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/22/2017			LAHAINA ISLANDER SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/23/2017			WAILUKU REVERSE KAILIHOU, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
			KAHULUI REVERSE SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/26/2017			KAHULUI REVERSE SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00



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Date: 02/24/17  
**KK**  
 Invoice No: B651768-17

Date	Ref	Pax	Description	Rate/Hour	Cost
1/27/2017			LAHAINA ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
1/28/2017			KAHULUI REVERSE KAILIHO, ANNETTE (1) COUNTER @ 2.0 HRS	20.00	40.00
			NAPILI ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
			KAANAPALI ISLANDER SHIELDS, JAMES (1) COUNTER @ 2.0 HRS	20.00	40.00
1/29/2017			KAHULUI REVERSE SHIELDS, JANCENE (1) COUNTER @ 2.0 HRS	20.00	40.00
1/31/2017			KULA VILLAGER KEKONA, GALE (1) COUNTER @ 2.0 HRS	20.00	40.00
					600.00
<b>TOTAL AMOUNT DUE:</b>					<b>600.00</b>