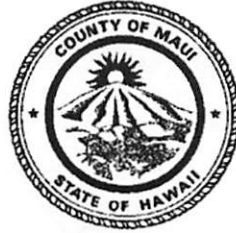


MICHAEL P. VICTORINO  
Mayor

MOANA M. LUTEY  
Corporation Counsel

RICHELLE M. THOMSON  
First Deputy

LYDIA A. TODA  
Risk Management Officer



DEPARTMENT OF THE CORPORATION COUNSEL  
COUNTY OF MAUI  
200 SOUTH HIGH STREET, 3<sup>RD</sup> FLOOR  
WAILUKU, MAUI, HAWAII 96793  
EMAIL: CORPCOUN@MAUICOUNTY.GOV

RECEIVED  
2022 OCT 19 PM 4:14  
OFFICE OF THE  
COUNTY CLERK

October 19, 2022

Via email only at [county.clerk@mauicounty.us](mailto:county.clerk@mauicounty.us)

Honorable Alice L. Lee, Chair  
and Members of the Council  
County of Maui  
Wailuku, Hawaii 96793

SUBJECT: AUTHORIZING SETTLEMENT OF CLAIM NO. 4072812 OF  
HALE MAHAOLU

Dear Chair Lee and Council Members:

Please find attached separately a proposed resolution entitled  
"AUTHORIZING SETTLEMENT OF CLAIM NO. 4072812 OF HALE MAHAOLU".  
The purpose of the proposed resolution is for settlement of a general liability  
claim.

May I request that the proposed resolution be scheduled for discussion  
and action, or referral to the appropriate standing committee as soon as possible.  
Also attached herewith is the claim and the supporting documents.

It is not anticipated that an executive session may be necessary to discuss  
questions and issues pertaining to the powers, duties, privileges, immunities,  
and liabilities of the County, the Council, and/or the Committee.

Should you have any questions or concerns, please do not hesitate to  
contact us. Thank you for your anticipated assistance in this matter

Sincerely,

A handwritten signature in black ink, appearing to read "Caleb P. Rowe".

CALEB P. ROWE  
Deputy Corporation Counsel

cc: Director, Department of Public Works, County of Maui  
Attachments

KATHY L. KAOHU  
County Clerk



JAMES G.M. KRUEGER  
Deputy County Clerk

**OFFICE OF THE COUNTY CLERK**  
COUNTY OF MAUI  
200 SOUTH HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
[www.mauicounty.gov/county/clerk](http://www.mauicounty.gov/county/clerk)

October 13, 2021

John Mullen & Company, Inc. (JMC)  
Via email: [claims@johnmullen.com](mailto:claims@johnmullen.com)

Attn: Unit Code 99

Respectfully transmitted is a copy of a claim against the County of Maui filed by Grant Y.M. Chun, on behalf of Hale Mahaolu, which was received by our office on October 12, 2021.

Respectfully,

A handwritten signature in black ink, reading "Kathy L. Kaohu".

KATHY L. KAOHU  
County Clerk

Attachment

cc: Mayor  
Corporation Counsel  
Council Chair

/lks

**AKAHI**

300 W. Waikele Ave.  
Kahului, HI 96732  
808-877-0544

**ELUA**

200 Hina Ave.  
Kahului, HI 96732  
808-872-4180

**EKOLU**

717 Makala Dr.  
Wailuku, HI 96793  
808-242-4377

**EHA**

1057 Makawao Ave.  
Makawao, HI 96768  
808-573-1647

**ELIMA**

11 Mahalo St.  
Kahului, HI 96732  
808-893-0002

**EONO**

810 Kelaewa St.  
Lahaina, HI 96761  
808-661-5957

**EHIKU**

56 Ehihi St.  
Kihikihi, HI 96753  
808-891-8588

**EWALU**

88 Ohia Ku St.  
Pukalani, HI 96768  
808-573-5500

**HOME PUMEHANA**

P.O. Box 100  
Kula, HI 96748  
808-553-5788

**HALE KUPUNA O LANAI**

P.O. Box 630418  
Lanaʻi City, HI 96763  
808-565-6615

**LOKENANI HALE**

1889 Lake St.  
Wailuku, HI 96793  
808-243-9272

**KAHULUI LANI**

65 School St.  
Kahului, HI 96732  
808-868-0180

**LAHAINA SURF**

1037 Waihee St.  
Lahaina, HI 96761  
808-661-3771

**LUANA GARDENS**

615 W. Papia Ave.  
Kahului, HI 96732  
808-871-9009

**KOMOAHANA HALE**

120 Leleia St.  
Lahaina, HI 96761  
808-661-5957

**KULAMALU HALE**

65 Ohia Ku St.  
Pukalani, HI 96768  
808-668-4148

**HULIAU**

145 Waihepe Ave.  
Kahului, HI 96732  
808-868-2229

**CHSP/MEALS PROGRAM**

200 Hina Ave.  
Kahului, HI 96732  
808-872-4170

**HOMEOWNERSHIP/  
HOUSING COUNSELING**

200 Hina Ave.  
Kahului, HI 96732  
808-242-7027

**PERSONAL CARE/  
HOMEMAKER/CHORE**

11 Mahalo St. Ste. A  
Kahului, HI 96732  
808-873-0521



**HALE MAHAOLU**  
WHERE ALOHA LIVES

October 6, 2021

Office of the County Clerk  
County of Maui  
200 South High Street, Room 708  
Wailuku, Hawaii 96793

RE: Hale Mahaolu – Claim for Damage

Dear Sir:

Please find enclosed herein a County of Maui – Claim for Damage or Injury form along with supporting documentation. We anticipate additional estimates for repair work from other potential contractors and will forward the same upon receipt. In the interest of initiating review of this matter, we thought it best to submit the materials enclosed with this correspondence so as to expedite any follow up necessary.

As noted in the attached form, we have some fairly extensive digital photos and videos of the storm event and its damage which we will provide to the claims adjuster upon request.

Thank you for your review and kind consideration in this matter.

Sincerely yours,

GRANT Y. M. CHUN  
Executive Director



# COUNTY OF MAUI

RECEIVED

## CLAIM FOR DAMAGE OR INJURY

2021 OCT 12 PM 2:58

PLEASE PRINT CLEARLY

1. Claimant: Mr. ☒ Mrs. ☐ Ms. ☐ Grant Y. M. Chun, Executive Director, Hale Mahaolu Akahi Inc.
2. Address: 200 Hina Avenue; Kahului, HI 96732
3. Telephone No. 808-872-4100 Email: 808-872-4100
4. Date of Accident: March 13, 2021
5. Location of Accident: Hale Mahaolu Akahi, 300 Wakea Avenue, Kahului, HI
6. Amount of Claim: Property Damage \$ 713,300 Personal Injury \$ 0
7. Describe the accident in detail. Indicate all the facts, causes, persons involved, witnesses, extent of damage, etc., and why you think the County is responsible. Attach additional sheets as needed.  
Due to an unusually heavy rain event and the failure of the County drainage basin within the Kahului Community Center (KCC) Park near the intersection of Hina and Wakea Avenues in Kahului, storm water topped out of the basin and flowed across Hina Avenue, causing severe flooding and damage to nine (9) units at Hale Mahaolu Akahi, an affordable senior citizen independent living complex owned by Hale Mahaolu. As a result, the units were rendered uninhabitable and asbestos remediation became necessary as a result of the work required to address the water damage. The units had to be gutted and new plumbing, drywall, flooring, and cabinets must be installed. Digital images will be provided to the claims adjuster.
8. If you carry insurance applicable to this claim, please provide the name and address of the insurance company and your policy number.  
Existing insurance policies do not cover flooding.
- Policy No. N/A
- A. Did you file a claim with your insurance company? N/A  
If yes, amount claimed \$ N/A Deductible amount \$ N/A
- B. If a claim was filed with your insurance company, what action do they intend to take?  
Existing insurance policies do not cover flooding.

I HEREBY DECLARE THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT.

Grant Y. M. Chun  
(Signature of Claimant)

10/6/21  
(Date)

Quotes for Akahi Restoration (9 Units)						Selected Vendor
	Vendor	Remediation	Abatement	Prevailing Wage Rate	Cost	Description
Remediation & Abatement	MJR	X	X	X	\$ 157,328	9 units total. Abatement of ACM drywall and ACM vinyl tile plus mastic (7 units). Removal/disposal of Kitchen & Bath base cabinets. Transportation/disposal of ACM generated materials/debris. DOH Notification/permits and landfill waste manifest. Final mold air clearance. ATP Test & Asbestos Air Clearance by third-party environmental consultant.
	MD Restoration	X	X	Dosen't do prevailing wage rates	\$ 149,751	9 units total. Abatement of ACM drywall and ACM vinyl tile plus mastic.
	Premier Restoration	X	X	N/A	N/A	Did not return call/email. Would not perform abatement work. They would most likely subcontract out to MJR.
		Carpentry & Replace	Plumbing	Concrete	Total	
Replace	Arizumi	\$ 159,047	\$ 309,460	\$ 30,000	\$ 498,507	Includes the cost to replace drywall, replace plumbing and electrical costs. Note: Does not include materials (cabinets & flooring). Note: Quote was obtained in June.
					Cabinets & Flooring Estimate	
Materials Only	Estimates				\$ 33,705	Supplies: Cabinets, counter tops, VCT flooring, baseboard, texture, paint, etc. Note: Does <u>not</u> include labor to install the flooring and cabinets.
Labor	Estimates				\$ 23,760	Estimated labor to install the flooring and cabinets. \$33 per hour x 80 hours (9 units).
Total:					\$713,300.47	



# MJR ENVIRONMENTAL & RESTORATION

WEB: MJRABATEMENT.COM  
P.O. BOX 2653, WAILUKU, HI 96793

## PROJECT PROPOSAL - MJR PROPOSAL NO. MJR-P21-072

DATE: 05-18-2021 SITE VISIT/PRE-BID: 04-23-2021  
CUSTOMER: Hale Mahaolu Akahi PROJECT START: N/A  
CUSTOMER ADDRESS: 300 W. Wakena Ave., Kahului, HI 96732  
PROJECT NAME: L & M Unit Flood  
PROJECT LOCATION: 300 W. Wakena Ave., Kahului, Hawaii 96731  
PROJECT CONTACT: Lori Okimoto (808) Email: lokimoto@halemahaolu.org

MJR Environmental & Restoration (Contractor) hereby submits specifications to provide labor and material at the project location listed above.

### PROJECT SCOPE OF WORK FOR: MJR-P21-072

- Abatement of approximately 1334 sq. ft. of ACM Drywall & 3627 sq. ft. of ACM Vinyl Tile & Mastic in Unit's: L1, L2, L3, L4, L5, L6, M6, M5, & M4
- Remove and dispose of Kitchen & Bath Base Cabinets
- Transportation and disposal of ACM generated material/debris
- Attain applicable DOH Notification/Permits and landfill waste manifest
- Attain final mold air clearance, ATP Test & Asbestos Air Clearance by third-party environmental consultant
- MJR Acknowledges that this is a prevailing rate job

Quantities of items described in this contract are for estimating purposes only and does not reflect actual amounts of work performed. Customer agrees to pay based on the total amount of this contract and not per any line item or itemized entries. No credit shall be rebated for line items or itemized entries that were not performed due to change in scope of work unless noted in change order or other contract and accounted for in advance.

This Contract shall remain valid for thirty (30) days from date of submittal and shall be made an exhibit to any subsequent Agreement Between Owner & Contractor. This contract is solely between customer and contractor and is not subject to any 3rd party approval or payment provided by others, whether paid in full or partial of this total contract amount. Customer is solely responsible for payment to Contractor.

Contractor hereby proposes to furnish the labor and material, complete, in accordance with all applicable local, state, and federal rules and regulations. Contractor hereby proposes to complete work specified (attached) One Hundred Fifty-Seven Thousand & Three Hundred Twenty-eight dollars, and 47/100 cents (\$157,328.47).

### PROJECT PAYMENT SPECIFICATIONS FOR: MJR-P21-072

1. Written Agreement with Owner (include State required lien disclosure documents)
2. 50% Initial Down Payment
3. 50% Final Payment within ten (10) Days of completion

Power / Electric / Water / Toilet / Wash Area / Parking	Owner
Labor, Materials, and Equipment, DOH Notice	MJR
Insurances (Additional Insurances) GLI Policy (Occurrence)	MJR
Disposal and Landfill Manifest	MJR
Final Mold & ATP Test Clearance w/Report by Third-party environmental consult	MJR
SUBTOTAL	
HAWAII GET	
PAYMENT AND PERFORMANCE BONDS	
Total Amount	

\$ 151,045.00  
\$6,283.47  
EXCLUDED  
\$157,328.47



## ACCEPTANCE OF PROPOSAL CONTRACT FOR: MJR-P21-072

This proposal is valid 30 days from the date of this proposal and, if accepted on or before that date, work will commence approximately on Date TBD, and will substantially be completed within timeframe agreed between customer and contractor. Actual abatement to start on date to be determined.

The following constitutes substantial commencement of work pursuant to this proposal and contract: Attaining County and disposal permits as required. If either the proposal and/or the acceptance of this proposal is made at other than the premises at which Contractor normally carries on business, the Customer may cancel this contract at any time prior to midnight of the third business day after the date of this transaction. The provision that Customer may cancel this transaction with three business days shall not apply to a contract in which the Customer has initiated the contract and which is executed regarding making emergency repairs or services which are necessary for immediate protection of persons or real or personal property.

Conditions: It is understood and agreed that the Contractor shall not be held liable for any loss or delays caused by acts of God, boycotts, material shortages, disturbed labor conditions, delayed deliveries from suppliers, inclement weather or other causes beyond reasonable control. Contractor is not responsible for damage or repairs caused or resulting from containment setup as outlined in the Scope/Estimate. Owner to remove all furnishing and personal items from the abatement prior to abatement. Owner to provide water and power to the unit to be used for abatement work. Contractor does not provide post abatement air quality testing.


\*NOTE: This contract may be subject to HUD Davis-Bacon Labor Standards or Prevailing Wage Requirements due to Federally assisted Construction Project Standards for Industry Practice.

Right to stop work: If the Customer fails to make Initial payment within five (5) days of the completed phase of work, whether for the agreed price, changes or extras, Contractor may stop work until payment is made and shall not be deemed to have breached this contract due to such stoppage.

Arbitration: Any controversy of claim arising out of or relating to this contract, or breach thereof, shall be settled by binding Arbitration in accordance with Rules of the American Arbitration Association, and judgment, upon the award may be entered in any court having jurisdiction. In the event of any arbitration or litigation between the parties concerning the work hereunder shall be entitled to reasonable attorney's fees.

  
(Manuel J. Ramo, Owner) or Authorized Signature for MJR Environmental & Restoration

Note: Contractor may withdraw this proposal if not accepted within three days Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above.

  
Customer Signature 7/27/21  
Date

Robert Y. Chan Executive Director 872-4100  
Customer Name Printed None Withheld Phone / Email

Contractors are required by law to be licensed and regulated by the Contractors' License Board, State of Hawaii. Any questions concerning a contractor may be referred to the Contractors' License Board, State of Hawaii, Professional & Vocational Licensing Division Department of Commerce and Consumer Affairs, P.O. Box 3469, Honolulu, HI 96801-3469.

To initiate the work, please sign above and fax to (808) 868-4247 or send via email to [info@mjrabatement.com](mailto:info@mjrabatement.com) to the attention of Manuel J. Ramo. The signature should represent an individual responsible for payment to MJR. Please Call Manuel if you have any questions at (808) 866-7658. MJR Environmental & Restoration requires a valid Check written out to MJR Environmental & Restoration, for 50% of Down Payment prior to initiating this project. \*Owner(s) to be named as additional insured.

WEB: [MJRABATEMENT.COM](http://MJRABATEMENT.COM) E-MAIL: [INFO@MJRABATEMENT.COM](mailto:INFO@MJRABATEMENT.COM) P: (808) 866-7658 F: (808) 868-4247

Not Prevailing wage

Lori Okimoto

---

**From:** admin@mdmaui.com  
**Sent:** Friday, April 30, 2021 8:56 AM  
**To:** Lori Okimoto  
**Subject:** RE: HM Akahi Unit Layouts  
**Attachments:** 2021-04-28-RL2\_Estimate.pdf

Aloha Lori:

Thank you for the floor plan. Please find attached the estimated work scope based on the information we obtained and suggestions from the IEP. The total estimated amount to conduct remediation and asbestos abatement (vinyl floor) to all 9 units would be \$149,750.55.

Please let us know if you would like to proceed.

Mahalo, Sun Galanto

MD Restoration Maui  
(a division of MD Maui LLC)  
55 Laa Street  
Kahului, Hawaii 96732  
24 hour office: (808) 877-8989  
Toll free fax: (888) 266-2251  
Email: [admin@mdmaui.com](mailto:admin@mdmaui.com)  
[www.mdmaui.com](http://www.mdmaui.com)  
Contractor License #CT-33121

Confidentiality notice: This email message, including attachment(s), is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

**From:** Lori Okimoto <[LOkimoto@halemahaolu.org](mailto:LOkimoto@halemahaolu.org)>  
**Sent:** Monday, April 26, 2021 10:53 AM  
**To:** admin@mdmaui.com  
**Subject:** HM Akahi: Unit Layouts

Hi Kale

I'm so sorry, I scanned the photos and forgot to send them to you last week.

Here you go.....

Again, my apologies.

Lori Okimoto (S)  
Housing Manager | Akahi

HALE MAHAOLU

300 W. Wakea Avenue, Kahului, HI 96732  
Phone: (808) 877-0544 | Fax: (808) 871-7428



## MD Maui LLC

MD Restoration Maui  
55 Laa St., Kahului, Hawaii 96732  
PH: (808) 877-8989 / FAX: (888) 266-2251  
www.mdmaui.com  
FEIN #46-1228193  
Contractor License #C-33121

Client: 200 Hina Ave. #L2 - Remediation  
Property: 200 Hina Ave. #L2  
Kahului, HI

Operator: SUN

Estimator: Kale Galanto  
Position: RME / Owner  
Company: MD Maui LLC (dba. MD Restoration Maui)  
Business: 55 Laa St.  
Kahului, HI 96732

Business: (808) 877-8989 x 1  
E-mail: admin@mdmaui.com

Type of Estimate: Water Damage

Date Entered: 4/28/2021

Date Assigned:

Price List: HIWA8X\_OCT20

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2021-04-28-RL2

The total cost of your estimate is \$16,638.95.

x QUANTS: \$149,750.55

A 50% deposit of the total cost of the abatement may be due upon acceptance of this estimate and prior to scheduling. Consult with your MD Point of Contact for further details. The remaining balance will be collected the day of completion and final walk-through.

MD Restoration will provide all labor and materials to abate specified ACBM (Asbestos-Containing Building Materials) from the subject property. MD Restoration will submit a notification to the Department of Health. Depending on project size, such notification may be mandatory and be accompanied by a fee. MD Restoration will perform the asbestos abatement in accordance with applicable Federal, State, and City & County of Honolulu laws, ordinances and regulations.

Owner will provide water, electricity, and parking. All obstructions in work areas will be removed by the homeowner. Repairs will not be included in this estimate. Minor damage, such as paint peeling and drywall chipping, may occur where plastic sheeting is attached to walls and/or floors and removed upon completion. Such damages are considered by MD to be a normal part of the abatement process, and acceptance of this cost estimate acknowledges that MD is released from liability for such occurrences.

**MD Maui LLC**

MD Restoration Maui  
 55 Laa St., Kahului, Hawaii 96732  
 PH: (808) 877-8989 / FAX: (888) 266-2251  
 www.mdmaui.com  
 FEIN #46-1228193  
 Contractor License #C-33121

2021-04-28-RL2

**General Component****General Component**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Floor protection - heavy paper and tape	24.00 SF @	0.73 =	17.52
2. Equipment setup, take down, and monitoring (hourly charge)	2.00 HR @	71.27 =	142.54
3. Haul debris - per pickup truck load - including dump fees	1.50 EA @	242.20 =	363.30

\* Non-Asbestos materials.

**Living Room**

Height: 8'

Missing Wall - Goes to Floor

2' 9" X 6' 8"

Opens into KITCHEN

Missing Wall

2' 11" X 8'

Opens into HALLWAY

DESCRIPTION	QTY	UNIT PRICE	TOTAL
4. Containment Barrier/Airlock/Decon. Chamber	640.00 SF @	1.26 =	806.40
5. Remove Outlet or switch cover	5.00 EA @	0.98 =	4.90
6. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	40.00 LF @	8.01 =	320.40
7. HEPA Vacuuming - Light - (PER SF)	323.67 SF @	0.55 =	178.02
8. Clean stud wall - Heavy	80.00 SF @	2.24 =	179.20
9. Clean the surface area - Heavy	209.00 SF @	0.61 =	127.49
10. HEPA Vacuuming - Detailed - (PER SF)	40.00 SF @	1.13 =	45.20
11. Apply anti-microbial agent to the surface area	80.00 SF @	0.40 =	32.00
12. Tear out non-salv vinyl, cut & bag - additional layer	129.11 SF @	0.61 =	78.76
* Top layer.			
13. Tear out asbestos vinyl floor covering (no haul off)	129.11 SF @	4.23 =	546.14
14. Remove asbestos floor mastic (no haul off)	129.11 SF @	5.16 =	666.21
15. Apply asbestos fiber encapsulating compound	452.78 SF @	1.40 =	633.89

**Bedroom**

Height: 8'

Missing Wall

3' 1" X 8'

Opens into HALLWAY

Missing Wall

1' 11" X 8'

Opens into KITCHEN

Missing Wall - Goes to Floor

2' 6" X 6' 8"

Opens into BATHROOM2

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Containment Barrier/Airlock/Decon. Chamber	736.00 SF @	1.26 =	927.36

2021-04-28-RL2

4/30/2021

Page: 2

**MD Maui LLC**

MD Restoration Maui  
 55 Lan St., Kahului, Hawaii 96732  
 PH: (808) 877-8989 / FAX: (888) 266-2251  
 www.mdmaui.com  
 FEIN #46-1228193  
 Contractor License #C-33121

**CONTINUED - Bedroom**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
17. Remove Outlet or switch cover	3.00 EA @	0.98 =	2.94
18. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	46.00 LF @	8.01 =	368.46
19. HEPA Vacuuming - Light - (PER SF)	371.00 SF @	0.55 =	204.05
20. Clean stud wall - Heavy	92.00 SF @	2.24 =	206.08
21. Clean the surface area - Heavy	232.00 SF @	0.61 =	141.52
22. HEPA Vacuuming - Detailed - (PER SF)	46.00 SF @	1.13 =	51.98
23. Apply anti-microbial agent to the surface area	92.00 SF @	0.40 =	36.80
24. Tear out non-salv vinyl, cut & bag - additional layer	140.42 SF @	0.61 =	85.66
<i>* Top layer.</i>			
25. Tear out asbestos vinyl floor covering (no haul off)	140.42 SF @	4.23 =	593.98
26. Remove asbestos floor mastic (no haul off)	140.42 SF @	5.16 =	724.57
27. Apply asbestos fiber encapsulating compound	511.76 SF @	1.40 =	716.46

**Hallway****Height: 8'**

Missing Wall	3' 1" X 8'	Opens into BEDROOM2
Missing Wall	3' 4" X 8'	Opens into KITCHEN
Missing Wall	2' 11" X 8'	Opens into LIVING_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
28. Containment Barrier/Airlock/Decon. Chamber	56.00 SF @	1.26 =	70.56
29. Remove Outlet or switch cover	1.00 EA @	0.98 =	0.98
30. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	3.50 LF @	8.01 =	28.04
31. HEPA Vacuuming - Light - (PER SF)	28.00 SF @	0.55 =	15.40
32. Clean stud wall - Heavy	7.00 SF @	2.24 =	15.68
33. Clean the surface area - Heavy	17.00 SF @	0.61 =	10.37
34. HEPA Vacuuming - Detailed - (PER SF)	35.00 SF @	1.13 =	39.55
35. Apply anti-microbial agent to the surface area	7.00 SF @	0.40 =	2.80
36. Tear out non-salv vinyl, cut & bag - additional layer	10.28 SF @	0.61 =	6.27
<i>* Top layer.</i>			
37. Tear out asbestos vinyl floor covering (no haul off)	10.28 SF @	4.23 =	43.48
38. Remove asbestos floor mastic (no haul off)	10.28 SF @	5.16 =	53.04



## MD Maui LLC

MD Restoration Maui  
55 Laa St., Kahului, Hawaii 96732  
PH: (808) 877-8989 / FAX: (888) 266-2251  
www.mdmaui.com  
FEIN #46-1228193  
Contractor License #C-33121

### CONTINUED - Hallway

DESCRIPTION	QTY	UNIT PRICE	TOTAL
39. Apply asbestos fiber encapsulating compound	38.28 SF @	1.40 =	53.59

#### Kitchen

Height: 8'

Missing Wall	1' 11" X 8'	Opens into BEDROOM2
Missing Wall - Goes to Floor	2' 9" X 6' 8"	Opens into LIVING_ROOM
Missing Wall	3' 4" X 8'	Opens into HALLWAY

DESCRIPTION	QTY	UNIT PRICE	TOTAL
40. Tear out cabinetry - lower (base) units	6.50 LF @	10.70 =	69.55
41. Remove P-trap assembly - ABS (plastic)	1.00 EA @	11.70 =	11.70
42. Remove Plumbing fixture supply line	2.00 EA @	7.80 =	15.60
43. Countertop - solid surface/granite - Detach	13.00 SF @	10.06 =	130.78
<i>* There is no warranty or guarantee that it will not chip, crack or break during the process.</i>			
44. Backsplash - flat laid/solid surface - Detach	12.50 LF @	1.51 =	18.88
<i>* There is no warranty or guarantee that it will not chip, crack or break during the process.</i>			
45. Containment Barrier/Airlock/Decon. Chamber	448.00 SF @	1.26 =	564.48
46. Remove Outlet or switch cover	2.00 EA @	0.98 =	1.96
47. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cut 3	28.00 LF @	8.01 =	224.28
48. HEPA Vacuuming - Light - (PER SF)	227.00 SF @	0.55 =	124.85
49. Clean stud wall - Heavy	56.00 SF @	2.24 =	125.44
50. Clean the surface area - Heavy	134.00 SF @	0.61 =	81.74
51. HEPA Vacuuming - Detailed - (PER SF)	28.00 SF @	1.13 =	31.64
52. Apply anti-microbial agent to the surface area	56.00 SF @	0.40 =	22.40
53. Tear out non-salv vinyl, cut & bag - additional layer	78.60 SF @	0.61 =	47.95
<i>* Top layer.</i>			
54. Tear out asbestos vinyl floor covering (no haul off)	78.60 SF @	4.23 =	332.48
55. Remove asbestos floor mastic (no haul off)	78.60 SF @	5.16 =	405.58
56. Apply asbestos fiber encapsulating compound	306.27 SF @	1.40 =	428.78



## MD Maui LLC

MD Restoration Maui  
55 Laa St., Kahului, Hawaii 96732  
PH: (808) 877-8989 / FAX: (888) 266-2251  
www.mdmaui.com  
FEIN #46-1228193  
Contractor License #C-33121

### Bathroom

Height: 8'

Missing Wall - Goes to Floor 2' 6" X 6' 8"  
Missing Wall - Goes to Floor 2' 6" X 6' 8"

Opens into BEDROOM2  
Opens into SHOWER

DESCRIPTION	QTY	UNIT PRICE	TOTAL
57. Containment Barrier/Airlock/Decon. Chamber	218.67 SF @	1.26 =	275.52
58. Remove Outlet or switch cover	1.00 EA @	0.98 =	0.98
59. Tear out wet drywall, cleanup, bag, per I.F. - to 2' - Cat 3	13.67 LF @	8.01 =	109.50
60. HEPA Vacuuming - Light - (PER SF)	116.00 SF @	0.55 =	63.80
61. Clean stud wall - Heavy	27.33 SF @	2.24 =	61.22
62. Clean the surface area - Heavy	46.00 SF @	0.61 =	28.06
63. HEPA Vacuuming - Detailed - (PER SF)	13.67 SF @	1.13 =	15.45
64. Apply anti-microbial agent to the surface area	27.00 SF @	0.40 =	10.80
65. Tear out non-salv vinyl, cut & bag - additional layer	19.53 SF @	0.61 =	11.91
<i>* Top layer.</i>			
66. Tear out asbestos vinyl floor covering (no haul off)	19.53 SF @	4.23 =	82.61
67. Remove asbestos floor mastic (no haul off)	19.53 SF @	5.16 =	100.77
68. Apply asbestos fiber encapsulating compound	135.53 SF @	1.40 =	189.74

### Asbestos Monitoring and Dumping Fees

DESCRIPTION	QTY	UNIT PRICE	TOTAL
69. Asbestos test fee - post abatement air clearance- base fee	1.00 EA @	487.50 =	487.50
70. Asbestos test fee- post abatement air clearance-per sample	1.00 EA @	97.50 =	97.50
71. Asbestos Waste Hauling & Disposal	1.00 SF @	350.00 =	350.00
72. Department of Health 10-day Notice	1.00 EA @	100.00 =	100.00
73. Hazardous Waste/Mold Cleaning Technician - per hour	0.50 HR @	92.96 =	46.48
<i>* Technician time to remove debris from unit to work vehicle.</i>			

### Engineering Controls

DESCRIPTION	QTY	UNIT PRICE	TOTAL
74. Negative air fan/Air scrubber (24 hr period) - No monit.	5.00 DA @	93.35 =	466.75
75. Add for HEPA filter (for negative air exhaust fan)	1.00 EA @	246.57 =	246.57
76. Add for HEPA filter (for upright vacuums)	3.00 EA @	45.03 =	135.09
77. Equipment decontamination charge - HVY, per piece of equip	3.00 EA @	83.97 =	251.91
78. Temporary safety shower	1.00 EA @	117.79 =	117.79
2021-04-28-RL2		4/30/2021	Page: 5

**MD Maui LLC**

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**CONTINUED - Engineering Controls**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
79. Decon. Chamber	48.00 SF @	1.26 =	60.48
<i>* Clean and dirty chamber.</i>			

**Personal Protective Equipment**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
80. Add for personal protective equipment - Heavy duty	24.00 EA @	51.58 =	1,237.92
<i>* Two techs, 3 days at 4 changes per day.</i>			
81. Respirator - Full face - multi-purpose resp (per day)	3.00 DA @	9.89 =	29.67
82. Respirator cartridge - HEPA only (per pair)	3.00 EA @	38.44 =	115.32

**Grand Total Areas:**

1,214.00 SF Walls	403.13 SF Ceiling	1,617.13 SF Walls and Ceiling
403.13 SF Floor	44.79 SY Flooring	149.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	164.67 LF Ceil. Perimeter
403.13 Floor Area	446.54 Total Area	1,214.00 Interior Wall Area
844.50 Exterior Wall Area	93.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## MD Maui LLC

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www.mdmaui.com  
FEIN #46-1228193  
Contractor License #C-33121

### Summary

Line Item Total	15,873.02
Material Excise Tax	100.46
Subtotal	15,973.48
General Excise Tax	665.47
Replacement Cost Value	\$16,638.95
Net Claim	\$16,638.95

Kale Galanto  
RME / Owner



## MD Maui LLC

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### Recap of Taxes

	Material Excise Tax (4.166%)	General Excise Tax (4.166%)
Line Items	100.46	665.47
Total	100.46	665.47



## MD Maui LLC

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### Recap by Room

Estimate: 2021-04-28-RL2

Area: General Component	523.36	3.30%
Living Room	3,618.61	22.80%
Bedroom	4,059.86	25.58%
Hallway	339.76	2.14%
Kitchen	2,638.09	16.62%
Bathroom	950.36	5.99%
Asbestos Monitoring and Dumping Fees	1,081.48	6.81%
Engineering Controls	1,278.59	8.06%
Personal Protective Equipment	1,382.91	8.71%
Area Subtotal: General Component		
	15,873.02	100.00%
Subtotal of Areas		
	15,873.02	100.00%
Total		
	15,873.02	100.00%

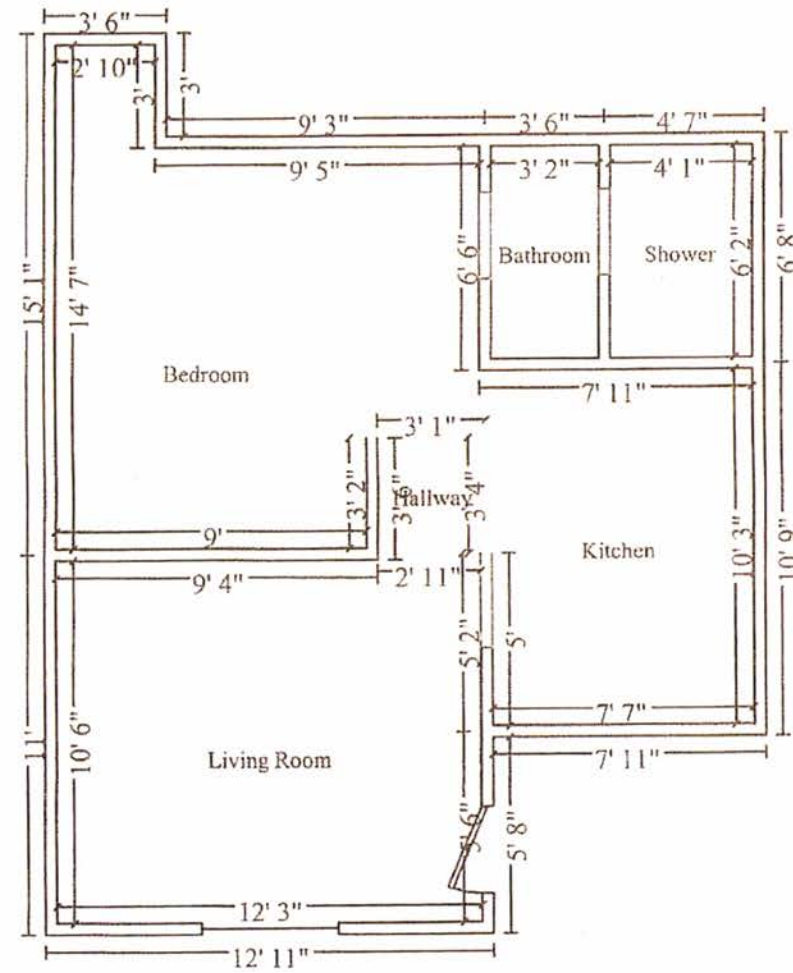


## MD Maui LLC

MD Restoration Maui  
55 Laa St., Kahului, Hawaii 96732  
PH: (808) 877-8989 / FAX: (888) 266-2251  
www.mdmaui.com  
FEIN #46-1228193  
Contractor License #C-33121

### Recap by Category

Items	Total	%
CONT: CLEAN - GENERAL ITEMS	100.00	0.60%
CLEANING	739.18	4.44%
GENERAL DEMOLITION	5,302.00	31.86%
PERMITS AND FEES	585.00	3.52%
HAZARDOUS MATERIAL REMEDIATION	8,370.37	50.31%
PAINTING	17.52	0.11%
WATER EXTRACTION & REMEDIATION	758.95	4.56%
Subtotal	15,873.02	95.40%
Material Excise Tax	100.46	0.60%
General Excise Tax	665.47	4.00%
Total	16,638.95	100.00%



Hale Mahaolu Akahi  
300 W. Wakea Ave  
Kahului, Hawaii 96732-1855  
808-877-0544

FIRST HAWAIIAN BANK  
Akahi Revenue  
Kahului, Hawaii  
96732

59-101/1213

7137  
Date: 09/23/2021

Pay Seventy Six Thousand Four Hundred Forty Seven Dollars and 47 Cents

\$76,447.47

Pay to the Order of  
MJR Environmental & Restoration  
P.O. Box 2653  
Wailuku, HI 96793

Non-negotiable



Hale Mahaolu Akahi  
MJRABAAK--MJR Environmental & Restoration  
Print As: MJR Environmental & Restoration

P.O. Box 2653  
Wailuku, HI 96793

7137  
FIRST HAWAIIAN BANK  
Operating Akahi 3242  
Date: 09/23/2021  
Amount Paid/Applied  
\$6,519.01  
\$69,928.46  
\$76,447.47

Date	Invoice #	Reference Number
08/03/2021	2021-113	
09/15/2021	2021-120	
Net Amount:		

Page 1 of 1

Hale Mahaolu Akahi  
MJRABAAK--MJR Environmental & Restoration  
Print As: MJR Environmental & Restoration

P.O. Box 2653  
Wailuku, HI 96793

7137  
FIRST HAWAIIAN BANK  
Operating Akahi 3242  
Date: 09/23/2021  
Amount Paid/Applied  
\$6,519.01  
\$69,928.46  
\$76,447.47

Date	Invoice #	Reference Number
08/03/2021	2021-113	
09/15/2021	2021-120	
Net Amount:		

Page 1 of 1

Hale Mahaolu Akahi  
300 W. Wakea Ave  
Kahului, Hawaii 96732-1855  
808-877-0544

FIRST HAWAIIAN BANK  
Akahi Revenue  
Kahului, Hawaii  
96732

59-101/1213

7180  
Date: 11/12/2021

Pay Eighty Seven Thousand Four Hundred Dollars and 01 Cents

\$87,400.01

Pay to the Order of MJR Environmental & Restoration  
P.O. Box 2653  
Wailuku, HI 96793

Non-negotiable



Hale Mahaolu Akahi  
MJRABAAK--MJR Environmental & Restoration  
Print As: MJR Environmental & Restoration

P.O. Box 2653  
Wailuku, HI 96793

7180  
FIRST HAWAIIAN BANK  
Operating Akahi 3242  
Date: 11/12/2021  
Amount Paid/Applied  
\$52,446.54  
\$34,953.47  
\$87,400.01

Date	Invoice #	Reference Number	Amount Paid/Applied
10/12/2021	2021-125		\$52,446.54
10/26/2021	2021-127		\$34,953.47
Net Amount:			\$87,400.01

Page 1 of 1

Hale Mahaolu Akahi  
MJRABAAK--MJR Environmental & Restoration  
Print As: MJR Environmental & Restoration

P.O. Box 2653  
Wailuku, HI 96793

7180  
FIRST HAWAIIAN BANK  
Operating Akahi 3242  
Date: 11/12/2021  
Amount Paid/Applied  
\$52,446.54  
\$34,953.47  
\$87,400.01

Date	Invoice #	Reference Number	Amount Paid/Applied
10/12/2021	2021-125		\$52,446.54
10/26/2021	2021-127		\$34,953.47
Net Amount:			\$87,400.01

Page 1 of 1



**ARISUMI**  
BROTHERS, INC.

291 Dairy Road  
Kahului, Maui, Hawaii 96732  
Phone (808) 877-5014  
FAX (808) 871-0885  
ABC 638

## QUOTE

June 23, 2021

Hale Mahalo Akahi

Attn: Ms. Lori Okimoto

Re: Hale Mahalo Akahi flooding repairs

Dear Ms. Okimoto,

Arisumi Brothers, Inc. is pleased to quote you a price of **\$498,507.00** to do the following:

Work at 9 typical units.

1. Sawcut floor, remove and dispose of concrete, remove and dispose of existing sewer lines, replace sewer lines with new, backfill, soil treatment (\$1000 allowance) patch concrete, (epoxy dowels to be installed at approx. 16" on center into existing slab)
2. Furnish and install new 36" new shower stall and shower valve.
3. Install owner furnished lav, water closet and kitchen sink.
4. Install owner furnished kitchen cabinets, counter tops.
5. Patch approx. 1600 sqft of drywall and tape joints. Taping of patch area only, no work on rest of wall. Per drawing provided by HMA
6. Install 9 new doors to bathroom, includes door, hinges, lockset.
7. Install new gypboard at new door.
8. Frame door opening for new door to bathroom.
9. Remove existing bathroom door.

**Bid notes:**

- A. Work to be done during normal working hours.
- B. Existing water lines to remain.
- C. Scanning is not included.
- D. Painting by owner.
- E. Cabinets to be furnished on site
- F. \$30,000.00 electrical allowance.
- G. Existing mirror to remain.
- H. Flooring finish and install by owner.
- I. Removal of cabinets, by owner. Removal of toilets and shower stall by contractor
- J. Removal of drywall by owner, as per drawings.
- K. Includes 9 new doors (allowance for door, jamb, and hardware \$700 per door)
- L. Soil treating of trench patch \$1000 allowance included.
- M. Building permit is not included.

Sincerely,

Thomas Arisumi  
President