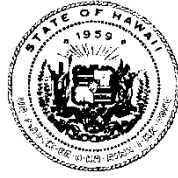


DAVID Y. IGE
GOVERNOR



CRAIG K. HIRAI
EXECUTIVE DIRECTOR

In reply, refer to:

STATE OF HAWAII
DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT & TOURISM
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION

RFQ 19-037-OED

677 QUEEN STREET, SUITE 300
HONOLULU, HAWAII 96813
FAX: (808) 587-0600

March 25, 2019

NOTICE TO VENDORS

The Hawaii Housing Finance and Development Corporation (HHFDC) is soliciting quotes for **Commercial Due Diligence Services, including a Property Condition Assessment and Phase I Environmental Assessment, in conjunction with the acquisition of Front Street Apartments, a 142-unit multi-family housing project located in Lahaina, Maui, Hawaii and identified by TMK No. (2) 4-5-003-013.** Interested vendors shall download the Request for Quotes (RFQ) No. 19-037-OED, including all forms and required documents, from the Hawaii State eProcurement (HlePRO) website at <https://hiepro.ehawaii.gov>. The RFQ documents will be available on HlePRO and may be examined by vendors who have a valid registered account in HlePRO. Only registered users will be allowed to submit a quote for this solicitation.

Specific questions relating to this RFQ shall be directed to the RFQ Contact, Krystal-Lee Tabangcura, ***on HlePRO*** using the HlePRO *Questions & Answers* section. Questions are due on HlePRO no later than 4:30 pm on April 3, 2019.

Completed quotes and other required forms shall be submitted on HlePRO no later than:

April 10, 2019 @ 4:00 p.m.

Quotes that are: (1) not submitted on the provided forms, (2) lacking any required forms or information, or (3) not submitted on HlePRO, will not be accepted.

The following quote documents and pertinent information are attached for your examination.

- Quote for Services, including Quote Schedule and Terms and Conditions
- Scope, Requirements, and Special Conditions
- Exhibit A: Property Information
- Exhibit B: Scope of Services – Property Condition Assessment
- Exhibit C: Scope of Services – Phase I Environmental Site Assessment
- Disclosure Statement
- Vendor/Contractor Information Form

The following documents must be completed and received by the time and date stated above:

- Quote for Services, including Quote Schedule and Terms and Conditions
- Disclosure Statement
- Vendor/Contractor Information Form

HHFDC reserves the right to reject any and all quotes and may waive any quote document defects if the waiver is in the best interest of HHFDC.

This solicitation is for a joint purchase between HHFDC and the County of Maui, in accordance with Chapter 103D, Hawaii Revised Statutes (HRS), and Chapter 3-128, Hawaii Administrative Rules (HAR). HHFDC is authorized to act as the procurement officer and lead agency for this procurement.

Sincerely,



Craig K. Hirai
Executive Director

Enclosures

Quote Deadline: April 10, 2019
4:00 p.m.

QUOTE FOR SERVICES

To: Hawaii Housing Finance & Development Corporation
677 Queen Street, Suite 300
Honolulu, Hawaii 96813
Fax No.: 587-0600

Attention: Krystal-Lee Tabangcura Email: krystal-lee.k.tabangcura@hawaii.gov

Subject: RFQ No. 19-037-OED for Commercial Due Diligence Services, including a Property Condition Assessment and Phase 1 Environmental Assessment, in conjunction with its acquisition of Front Street Apartments, a 142-unit multi-family housing project located in Lahaina, Maui, Hawaii and identified by TMK No. (2) 4-5-003-013.

The undersigned, having visited the site of work or otherwise having become familiar with the conditions under which the work is to be performed, and having read this Quote for Services, Terms and Conditions, and Scope of Services relating to the above subject project, agrees to, if this quote is accepted, furnish and pay for all labor, materials, tools, equipment and incidentals necessary to perform and complete the services in accordance with this Quote for Services, Terms and Conditions, and Scope of Services and that the undersigned shall accept in full payment the lump sum quote as set below:

TOTAL QUOTE

_____ Dollars \$ _____
(Written Amount) (Numerical Amount)

The undersigned also agrees as follows:

- (1) All quotes submitted include the State of Hawaii general excise tax of 4.712% and the Hawaii Housing Finance & Development Corporation (HHFDC) may deduct the excise tax from the quote price upon Contractor providing an approved General Excise Tax Exemption Claim Form.
- (2) The HHFDC reserves the right to reject any and all quotes and this quote may not be withdrawn within **three (3) calendar months** subsequent to the date of the quote.
- (3) The undersigned has not entered into any collusion with any person in respect to the submitting of this or any other quote for this work and the undersigned is not in arrears in any payment owed to the State.
- (4) Unless exempted by Hawaii Revised Statutes (HRS) Chapter 444, Contractors, and its applicable Hawaii Administrative Rules (HAR), the undersigned is a contractor licensed to do business in the State of Hawaii.
- (5) This quote is for goods and/or services under \$100,000. When construction is involved, a Contract Payment and Performance Bond shall be required for procurements greater than \$50,000.00.
- (6) If the undersigned is selected by the HHFDC as the lowest responsible and responsive vendor:
 - (a) The undersigned shall be notified and a contract or purchase order will be issued for the amount stated in the lump sum quote above.
 - (b) Work may not proceed without an authorized Notice to Proceed ("NTP") letter or purchase order from the HHFDC.
 - (c) **The work shall commence from the date indicated in the NTP and shall be completed within 60 calendar days.** The contract term shall be for a period of three (3) months. If additional time is necessary, as determined by HHFDC in its sole discretion, the State and the Vendor may renew the Contract and extend the term for up to two (2) additional three-month periods, or a portion(s) thereof, without the necessity of re-soliciting, upon mutual agreement in writing prior to the expiration of the contract.
 - (d) The undersigned shall maintain insurance acceptable to the HHFDC in full force and effect throughout the term of this work. Contractor's commercial general liability (occurrence form) insurance shall contain broad form property damage and bodily injury coverage of a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate arising out of or in connection with the performance of the work. Contractor shall obtain automobile insurance for its own vehicles and if it doesn't have any vehicles, then coverage for Hired and Non-

**Quote Deadline: April 10, 2019
4:00 p.m.**

Owned Auto Liability for at least \$1,000,000 per accident. The Contractor and all subcontractors shall obtain full workers' compensation insurance coverage for all persons whom they employ or may employ in carrying out the work. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws. The Contractor shall obtain Builder's Risk Insurance with a minimum limit of \$150,000 when building work is performed.

- (7) The undersigned will furnish to the HHFDC, as a condition of award, a Certificate of Insurance for the required coverage naming the State of Hawaii and HHFDC as additionally insured parties.
- (8) The undersigned shall comply with the provisions of this RFQ, including any General or Special Conditions referenced in the RFQ.
- (9) The undersigned acknowledges that Section 11-355, HRS, prohibits campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Respectfully submitted,

_____	_____	_____
(Company)	(Signature)	Date
_____	_____	
(Contractor License No.)	(Print Name and Title)	

REMINDER TO VENDOR: The completed Quote Schedule, Disclosure Statement and Vendor/Contractor Information Form must be submitted with this Quote for Services sheet.

Quote Deadline: April 10, 2019
4:00 p.m.

QUOTE SCHEDULE
RFQ No. 19-037-OED
For
Commercial Due Diligence Services for Front Street Apartments

Item No.	Description	Unit Price	Quantity	Total Price
1.	Property Condition Assessment			
2.	Phase I Environmental Assessment			
3.	Contingency			\$10,000.00
4.	State Tax (GET) 4.712% x (Sum of Items No. 1 to 3)			
TOTAL LUMP SUM QUOTE (Sum of Items No. 1 thru 4 above)				\$ _____

TERMS AND CONDITIONS

1. EXAMINATION OF SITE, ETC. – Prior to bidding, prospective bidders shall visit the site of the intended work and shall fully acquaint themselves with the existing conditions so that they may fully understand the facilities, difficulties, and restrictions attendant to the execution of the work. Bidders shall also thoroughly examine and be familiar with the Bid for Services, Terms and Conditions, and Scope of Work. No claim for extra work will be allowed because of alleged impossibilities or difficulties in the production of the results specified or because of omission in the Bid for Services, Terms and Conditions, and Scope of Work.
2. UTILITIES – The Contractor shall make its own arrangement and shall pay for all costs for power, drinking water, telephone, and sanitary facilities for its own use on the Project. The cost for these utilities shall be included in the amount bid. No direct payment for utilities will be made to the Contractor.
3. HAWAII REVISED STATUTES AND HAWAII ADMINISTRATIVE RULES – Hawaii Revised Statutes Chapter 103 and 103D, as amended, and the Hawaii Administrative Rules, Title 3, Subtitle 11 as amended, are not physically attached but shall be a part of these Terms and Conditions, and are hereby incorporated by reference. The Hawaii Revised Statutes Chapter 103 and 103D, as amended, is available for review in the State Library. The Hawaii Administrative Rules, Title 3, Subtitle 11, as amended, is available for review at the State Chief Procurement Office located at Room 416 of the Kalanimoku Building, 1151 Punchbowl Street, or www.spo@hawaii.gov.
4. AUTHORITY OF THE HHFDC – The HHFDC shall decide all questions which may arise relating to the quality and acceptability of the materials furnished and work performed, the rate of progress of the work, the interpretation of the scope of work, the acceptable fulfillment of the work on the part of the Contractor, the compensation and the mutual rights of the parties. The HHFDC shall have the authority to suspend or terminate the work wholly or in part at no additional cost to the HHFDC due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the work; for failure to carry out orders; for such periods as the HHFDC may deem necessary due to unsuitable weather; for conditions considered unsuitable for the execution of the work or for any other condition or reason deemed to be in the public interest.
5. FITTING AND COORDINATION OF THE WORK – The Contractor shall be responsible for the proper fitting, cutting, adjusting and patching of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged to do the work.
6. MATERIALS AND WORKMANSHIP – All workmanship, equipment, materials and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Machinery, equipment, materials, and articles installed or used without prior, written approval of the HHFDC, if not of an equal or better grade as stated in the specifications or Scope of Work, shall be at the risk of subsequent rejection. All materials shall be new and shall be properly handled and stored per the manufacturer's specifications and industry standards.
7. CARE OF WORK AND INDEMNIFICATION – The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the execution of the work, and shall indemnify, defend and hold harmless the HHFDC from and against any and all losses, claims, demands, actions, damages (whether direct or consequential penalties, liabilities, costs and expenses), including all attorney's fees and legal expenses, arising out of or in connection with the work. The Contractor shall be responsible for the proper care and protection of all materials delivered and of completed work until final acceptance, whether or not the same has been covered by partial payments made by the HHFDC. Until accepted by the HHFDC in writing, the Contractor shall repair any damages to completed work at no additional cost to the HHFDC. The Contractor shall take adequate precautions to protect existing improvements from damage and shall at its own expense, completely repair any damage caused by its operations, or the operations of any employee, agent or subcontractor. The Contractor shall continuously observe and comply with all federal, state, and local laws or ordinances affecting the conduct of the work, and shall indemnify, defend, and save harmless the HHFDC, the State of Hawaii and their respective representatives against any claims arising from violations of any law or ordinance by the Contractor, its employees, or by subcontractors.
8. INSPECTION – All materials and workmanship shall be subject to inspection, examination, and testing by the HHFDC at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The HHFDC shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project site and satisfactorily replaced without charge. If any work is covered up without the approval or consent of the HHFDC, it must, if requested by the HHFDC, be uncovered at the expense of the Contractor. Should it be considered necessary or advisable by the HHFDC at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall upon request promptly furnish all necessary facilities, labor and material. The Contractor shall pay all the expenses of such examination and the satisfactory reconstruction.
9. ASBESTOS CONTAINING MATERIALS – The use of asbestos containing materials or equipment is prohibited under the Contract. The Contractor shall insure that all materials and equipment incorporated in the project are asbestos-free.
10. REMOVAL OF DEBRIS, CLEANING, ETC. – The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clear in compliance of HIOSH worker safety requirements. Upon completion of the work and prior to turn-over of the project to the

HHFDC, the Contractor shall remove all excess material, scraps, rubbish, tools, and equipment from the project site and shall clean the area as required by the HHFDC.

11. GENERAL GUARANTY – Neither the final certificate of payment nor any provision in these documents nor partial or entire use of the premises by the HHFDC shall constitute an acceptance of work not done in accordance with these documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance unless a longer period is specified. The HHFDC shall give notice of observed defects with reasonable promptness.
12. PAY RATE – Pursuant to Chapter 103, Hawaii Revised Statutes, the Contractor shall pay employees at wages or salaries not less than wages paid to the public officers and employees of similar work. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.
13. PAYMENT TO CONTRACTOR – Payment will only be made after final acceptance by the HHFDC and submission by the Contractor of an original signed invoice for the work performed. Exception may be made for partial payments for extended maintenance contracts as approved by the HHFDC.
14. DISPUTES – Disputes shall be resolved in accordance with Hawaii Revised Statutes Section 103D-703 and Hawaii Administrative Rules Chapter 126, as the same may be amended from time to time.
15. NO CAMPAIGN CONTRIBUTIONS – The Contractor acknowledges that Section 11-355, HRS, prohibits campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.
16. GENERAL CONDITIONS – The Contractor shall be subject to the State AG-008 103D General Conditions, herein attached by reference and available upon request.
17. MANDATORY TRANSACTION FEE – If this solicitation is being conducted on the State of Hawaii eProcurement (HlePRO) system, vendors are informed that awards made for this solicitation, if any, shall be done through the HlePRO system and shall therefore be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term. This transaction fee shall be based on the total sales made against this contract, payable to Hawaii Information Consortium, LLC (HIC), the vendor administering HlePRO.

HIC shall invoice the vendor directly for payment of transaction fees. Payment must be made to HIC within thirty (30) days from receipt of invoice. HIC is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance and future enhancements of the HlePRO system.

SCOPE, REQUIREMENTS, AND SPECIAL CONDITIONS (HlePRO)

The Contractor shall provide all labor, materials, equipment and incidentals necessary to satisfactorily complete the Scope of Services described herein.

I. SCOPE OF SERVICES. Contractor shall provide **Commercial Due Diligence Services, including a Property Condition Assessment and Phase I Environmental Assessment, in connection with HHFDC's acquisition of Front Street Apartments**, a 142-unit multi-family housing project located in Lahaina, Maui, Hawaii and identified by TMK No. (2) 4-5-003-013. Refer to Exhibit A for Property Information.

A. Scope of Services – Property Condition Assessment

Refer to Exhibit B.

B. Scope of Services – Phase I Environmental Site Assessment

Refer to Exhibit C.

The work shall be completed within 60 calendar days.

II. CONTRACT TERM. The contract period is for three (3) months, effective on or around May 15, 2019 and ending on or around August 14, 2019, with two (2) option(s) to extend for an additional three-month period per option at the sole discretion of HHFDC.

III. CONTRACT ADMINISTRATOR and Contact Person for HHFDC shall be:

Krystal-Lee Tabangcura, Contract Officer
Email: krystal-lee.k.tabangcura@hawaii.gov

IV. COMPLIANCE REQUIREMENTS. Pursuant to HRS Chapter 103D-310(c), all vendors, upon award of contract, shall comply with all laws governing entities doing business in the State, including, but not limited to:

- A. Chapter 237, tax clearance;
- B. Chapter 383, unemployment insurance;
- C. Chapter 386, workers' compensation;
- D. Chapter 392, temporary disability insurance; and
- E. Chapter 393, prepaid health care.

Vendors shall produce documents to the procuring officer to demonstrate compliance with this subsection. Any vendor making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306, and for contracts and procurements of \$2,500 or more awarded pursuant to section 103D-305.

Hawaii Compliance Express. Hawaii Compliance Express (HCE) is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors are strongly encouraged to register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' issued by HCE is accepted as proof of compliance for award, execution of the contract, and final payment.

Timely Registration on HCE. Vendors are advised to register on HCE soon as possible to ensure proof of compliance is available at the time of award.

V. SUBMITTALS

- A. Vendors shall complete and submit the following forms on HlePRO no later than the quote due date and time indicated in the Notice to Vendors:
1. Quote for Services;
 2. Vendor/Contractor Information Form; and
 3. Disclosure Statement

Modifications and withdrawals shall be made by electronic notice in accordance with section 3-122-9, Hawaii Administrative Rules.

- B. After the quotes are received, the lowest responsive, responsible vendor will be identified and notified by HHFDC. The selected vendor shall then submit to HHFDC current forms of the following documents within two (2) calendar weeks of notification:
1. Original signed quote and required forms.

Vendor shall submit the signed original offer, with any other required documentation, so that it is received within five (5) working days from the notification of intent to award.
 2. Certificate of Insurance for the following coverages and requirements:
 - a. General liability insurance (occurrence form) including bodily injury and property damage, personal injury and products and completed operations coverage for at least \$1 million per occurrence and \$2 million in the aggregate;

- b. Automobile insurance for its own vehicles and if it doesn't have any vehicles, then coverage for Hired and Non-Owned Auto Liability, for at least \$1 million per accident.
 - c. Workers Compensation and Employers' Liability insurance as required by law.
 - d. The State of Hawaii and HHFDC and their elected and appointed officials, officers, employees, and volunteers shall be added as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the above required insurance policies.
3. A current Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) website, or other proof of compliance documentation, indicating that the Contractor is "Compliant" with State laws governing businesses in Hawaii, in accordance with section 103D-310(c), HRS. The HCE system can be accessed online at <http://vendors.ehawaii.gov/hce>.
 4. Evidence of current, valid license(s) required to perform the work, if required by the RFQ.

VI. GENERAL CONDITIONS.

The awarded contractor is subject to the AG-008 103D General Conditions ("General Conditions"). The General Conditions have been uploaded on HlePRO and can be accessed and downloaded in the same manner as the RFQ forms.

VII. SPECIAL CONDITIONS.

A. Required License(s)

Refer to Exhibits B and C for qualification requirements, which may include license requirements.

B. Work Schedule

1. The Contractor shall prepare and submit to the HHFDC a work schedule to encompass the entire contract period.
2. The Contractor shall notify the HHFDC Contract Administrator at least 10 days in advance of any changes in the scheduled performance dates.
3. The Contractor shall not commence any work until he has been provided an approved purchase order or Notice to Proceed (NTP). Any work conducted prior to the issuance of this purchase order or

NTP shall be at the Contractor's own risk and no compensation shall be paid for such unapproved work.

4. The purchase order or contract will indicate an NTP date that has been discussed and mutually agreed upon by the Contractor and the HHFDC.
5. Normal Work Days/Hours.
 - a. Work may be performed on normal workdays and during normal work hours only.
 - b. Normal work days are Mondays through Fridays, excluding legal State Holidays and Saturdays and Sundays. Normal work hours are from 8:00 a.m. to 4:30 p.m.

C. Work Completion

All the work specified on the purchase order or contract shall be completed in a clean, neat and professional manner. Any rejected work shall be corrected to the satisfaction of the HHFDC Contract Administrator. Costs for the correction of any rejected work shall be borne solely by the Contractor and no additional payment shall be made by HHFDC for this corrective work.

D. Payment.

1. The Contractor shall submit an original invoice for payment upon satisfactory completion of the required scheduled work. The body of the invoice **must** contain the following information:
 - **Purchase Order (PO) /Contract Number**
 - **HHFDC Job Number (if any)**
 - **Dates of completion**
 - **Description of the work performed**
 - **Dollar amount due**
 - **Name and address for payment**

The Contractor shall invoice for payment on a **monthly** basis or as otherwise mutually agreed upon by Contractor and HHFDC. If the Contractor's quote is \$2,500.00 or more, the Contractor shall submit with each invoice a current Certificate of Vendor Compliance from HCE indicating that the Contractor is in "Compliant" status or equivalent documentation to show compliance with section 103D-310(c), HRS. The Contractor's invoice cannot be processed for payment if not accompanied by current and valid compliance document(s).

2. To expedite processing of the invoice, mail the invoice to:

Hawaii Housing Finance and
Development Corporation
ATTN: Krystal-Lee Tabangcura, Contract Officer
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

3. The processing of the payment invoice by the HHFDC will be contingent upon the verification and approval by the HHFDC Contract Administrator that the work has been satisfactorily completed. Section 103-10, HRS, provides that the State, upon receipt of invoice, shall have thirty (30) calendar days after receipt or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period.

E. Contingency or Allowance

For any work to be paid from a Contingency or optional services Allowance, the Contractor shall provide a cost proposal and shall not commence any work prior to the HHFDC's written approval of the cost proposal and notice to proceed. No sum shall be paid from the Contingency Allowance without prior written approval by HHFDC.

F. HlePRO Fee

There is no fee to register in HlePRO or submit an offer. However, there is a fee to the awarded vendor. The fee is .75% of the award or estimated award (for instance, the fee is \$75 for an award of \$10,000) and is due upon receipt of invoice, 30 days net. It is payable to Hawaii Information Consortium, LLC (HIC), the vendor powering the HlePRO application. The fee is capped at \$5,000 per award. You will receive an invoice from HIC upon notice of award.

PROPERTY INFORMATION

FRONT STREET APARTMENTS

Please Note: The information contained on this Exhibit A is being provided to give offerors a general description of the property. HHFDC does not own the property and cannot verify or attest to the accuracy or recency of the information contained herein.

Front Street Apartments is located in Lahaina, Maui, Hawaii. The project fronts Kenui Street and is bounded by Front Street on the east side and Waianee Street on the west side. The property is located amidst other apartment buildings and single-family homes. The property is near a large shopping mall and public transportation is well within walking distance of the property.

ADDRESS: 1056 Front Street, Lahaina, Maui, Hawaii

YEAR CONSTRUCTED: 2001

OCCUPANCY TYPE: R-1; Residential

SITE INFO

The project was designed and built as an affordable housing complex. The tenant spaces are made up of studio, one- and two-bedroom units. The project includes American Disability Association (ADA) units for each unit type offered.

The property is surrounded by fencing and includes a Laundry/Office Building, covered carports, two playgrounds and a basketball court. The site has been designed with multiple retention areas, with the largest one being enclosed with a chain link fence for safety.

TOTAL AREA: 374,616 sq. ft. or 8.6 acres

PARKING STALLS:

	Standard	ADA	Total
Covered	136	7	143
Uncovered	151	2	153
	Total Stalls		296

STRUCTURES:

The property is made up of 19 two-story buildings which contain 142 units and a single-story Laundry/Office Building.

UNITS:

Unit Type	# Bdrms	# Baths	Square Feet	Exterior Doors	Interior Doors	Closet Doors	# Units
Studio	0	1	448	2	1	3	16
1 BR	2	1	525	2	2	3	80
2 BR	2	2	840	2	5	4	46
	Total Units						142

Scope of Services

Property Condition Assessment for Front Street Apartments

The Hawaii Housing Finance and Development Corporation (HHFDC) requires a Property Condition Assessment (PCA) as part of its due diligence related to the acquisition of Front Street Apartments, a 142-unit multi-family housing project located in Lahaina, Maui, Hawaii and identified by Tax Map Key No.: (2) 4-5-003-013. The PCA shall conform with the scope and limitations set forth by ASTM E2018-15 *Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process*. The PCA shall be completed utilizing methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards, and shall comply with any applicable federal, state, or local laws, rules, regulations or guidelines.

The PCA shall be performed and overseen by a person with relevant education, training, credentials and/or experience in conducting property condition assessments of multi-family properties or other similar commercial residential properties.

The Contractor shall furnish the necessary personnel, materials, services, equipment, and facilities, and undertake all actions necessary for and incident to the performance of the work specified in this Scope of Services in a manner consistent with professional standards. The Contractor shall be familiar with all applicable laws and must comply with them in preparing the PCA.

Specifically, Contractor shall:

1. Identify significant defects, deficiencies, items of deferred maintenance and material building code violations (individually and collectively referred to as Physical Deficiencies) by conducting a walk-through survey, reviewing available documentation, including public records on file with local agencies, and interviewing authorities having jurisdiction.
2. Prepare estimated costs to remedy the Physical Deficiencies.
3. Prepare a written report that includes Contractor's opinions on the subject property's overall physical condition, describes pertinent components or systems of the subject property, identifies Physical Deficiencies and conditions that would limit the expected useful life of major components or systems, and provides estimated costs to remedy Physical Deficiencies.

The PCA shall assess all tenant building interiors and exteriors, building utility closets, all carport structures, as well as property grounds, including retention areas, sidewalks and fence lines, playgrounds, parking and driving areas, refuse areas and laundry and office buildings. The PCA scope shall include:

1. Field Work
 - a. Site Assessment
 - b. Interviews
 - c. City/County/State Building Agencies
2. Building Systems Evaluations
 - a. HVAC Systems

- b. Elevators
 - c. Plumbing
 - d. Data and Telephone
 - e. Boilers
 - f. Electrical
 - g. Fire Suppression Systems
3. Building Evaluation
- a. Foundation
 - b. Structure
 - c. Roof Diaphragm
 - d. Interior Finishes
 - e. Building Envelope
4. Site Improvements Evaluation
- a. Pavement
 - b. Drainage
 - c. Signage
 - d. Lighting
 - e. ADA Access

Scope of Services

Phase I Environmental Site Assessment for Front Street Apartments

The Hawaii Housing Finance and Development Corporation (HHFDC) requires a Phase I Environmental Site Assessment (ESA) as part of its due diligence related to the acquisition of Front Street Apartments, a 142-unit multi-family housing project located in Lahaina, Maui, Hawaii and identified by Tax Map Key No.: (2) 4-5-003-013. The ESA shall conform with the scope and limitations set forth by ASTM E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The ESA shall be completed utilizing methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards, and shall comply with any applicable federal, state, or local laws, rules, regulations or guidelines.

The ESA shall be performed and overseen by an Environmental Professional (EP) with relevant education, training, credentials and/or experience in conducting Phase I ESAs. To qualify as an EP, the person shall:

- Be licensed or registered as a Professional Engineer (PE) or Professional Geologist (PG) and have three (3) years relevant experience; or
- Possess Federal or state license/certification to perform environmental inquiries and three (3) years relevant experience; or
- Possess a B.A./B.S. degree or higher in a relevant discipline (engineering, environmental science, earth science) and 5 years relevant experience.

The site visit must be conducted by an EP. Other Phase I tasks may be conducted by someone other than an EP, provided that person is under the direct supervision of an EP.

The Contractor shall furnish the necessary personnel, materials, services, equipment, and facilities, and undertake all actions necessary for and incident to the performance of the work specified in this Scope of Services in a manner consistent with professional standards. The Contractor shall be familiar with all applicable laws and must comply with them in preparing the ESA.

Specifically, Contractor shall:

- Identify potential liability and risk associated with environmental and public health considerations concerning the property
- Conduct a due diligence or appropriate inquiry into the previous ownership and uses of the property
- Address the potential contamination by hazardous substances
- Evaluate if readily-available evidence indicates whether hazardous materials may be located on or under the property surface
- Attempt to determine if existing conditions may violate known, applicable environmental regulations
- Review commonly known information about the property and investigate by physical inspection
- Generate a report discussing any concerns identified on the property and recommendations as to what actions, if any, are needed to address these concerns

DISCLOSURE STATEMENT

(Check one box)

- Pursuant to Section 84-15(a), Hawaii Revised Statutes, no legislator or “employee” of the State of Hawaii has a “controlling interest” in our firm.

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices and judges.

“Controlling interest” means an interest in a business or other undertaking, which is sufficient in fact to control, whether the interest is greater or less than fifty percent.

- Yes, person(s) listed below have a “controlling interest” in our firm and falls within the definition of “employee” described above.

Person and Firm Position/Title	Name of State Board, Commission or Committee and Position
_____	_____
_____	_____
_____	_____

Name of my firm

By _____
(Signature)

Name: _____

Title: _____

Date: _____

VENDOR/CONTRACTOR INFORMATION FORM

Date: _____

Payee Name: _____

DBA (If different from above): _____

Address (Place of Business): _____

Mailing Address (If different): _____

Contact Person: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Form of Business (Check one):

Sole Proprietorship

Partnership

Corporation

Federal ID Number: _____

or

Social Security Number: _____

Name for above SSN: _____

Contractor License No.: _____

State of Hawaii General Excise Tax License Number: _____