

STATE OF HAWAII
HAWAII COMMUNITY DEVELOPMENT AUTHORITY
Kakaako Community Development District
Honolulu, HI 96813

January 4, 2017

Chairperson and Members
Hawaii Community Development Authority
State of Hawaii
Honolulu, Hawaii

HCDA Board Members:

SUBJECT: Shall the Authority Determine that Pursuant to Hawaii Revised Statute §206E-13 Consultation by the Hawaii Housing Finance & Development Corporation for Demolition of the Building Located at 620 Coral Street for Conversion to Open Space as Required by Planned Development Permit No. PD 4-89 (Pohulani) has been Completed?

SUMMARY:

The Authority is being asked to determine that consultation by the Hawaii Housing and Finance Development Corporation (HHFDC) as provided in HRS §206E-13 for demolition of the office/warehouse building located at 620 Coral Street for conversion to open space as required by Planned Development Permit No. PD 4-89 has been completed.

AUTHORITIES:

HRS 206E-4, HRS 206E-13

BACKGROUND:

PD 4-89 requires that the HHFDC demolish the existing office/warehouse building located at 620 Coral Street to meet the open space requirement under the permit.

On March 22, 2016 the HHFDC submitted an open space plan for the Pohulani project through its consultant Belt Collins. In a letter to Belt Collins dated May 19, 2016 the Interim Executive Director confirmed that the open space plan meets the requirements of PD 4-89. A copy of the proposed open space plan is provided as Exhibit A.

At its December 7, 2016 meeting, the Authority approved assigning the Planned Development Permit No. PD-89 to the HHFDC.

Subsequently at its December 8, 2016 meeting the HHFDC Board accepted assignment of the permit.

ANALYSIS:

In a letter dated December 23, 2016 the HHFDC requested that PD 4-89 be amended to allow HHFDC adequate time to prepare necessary contract documents and obtain permit for demolishing the existing office/warehouse building located at 620 Coral Street. A copy of the letter is provided as Exhibit A. Upon our review of the HHFDC's letter and attachments, Staff finds that HHFDC's request for extending the completion date for the demolition work to no later than December 31, 2018 is reasonable.

Since the HHFDC is a State agency, the owner of the project, that has accepted assignment of the development permit. An amendment of the development permit is not required and an agency to agency consultation shall be adequate pursuant to HRS 206E-13. However, since the development permit was originally approved by the Authority, staff is requesting the Authority make a determination that the consultation has concluded.

RECOMMENDATION:

HCDA staff recommends that the Authority Determine that Pursuant to Hawaii Revised Statute §206E-13, Consultation by the Hawaii Housing Finance & Development Corporation for Demolition of the Building Located at 620 Coral Street for Conversion to Open Space as Required by Planned Development Permit No. PD 4-89 ("Pohulani") has been Complete?

Respectfully submitted,

Deepak Neupane, P.E., AIA
Director of Planning & Development

APPROVED FOR SUBMITTAL:

Jesse K. Souki, Executive Director
Hawaii Community Development Authority

Attachments

Exhibit A-Proposed Open Space Plan

Exhibit B-Letter from HHFDC dated December 23, 2016

DAVID Y. IGE
GOVERNOR



CRAIG K. HIRAI
EXECUTIVE DIRECTOR

STATE OF HAWAII

DEPARTMENT OF BUSINESS ECONOMIC DEVELOPMENT & TOURISM
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION
677 QUEEN STREET, SUITE 300
HONOLULU, HAWAII 96813
FAX: (808) 587-0600

IN REPLY PLEASE REFER TO:

16:AM/429

December 23, 2016

Mr. Jesse K. Souki
Executive Director
Hawaii Community Development Authority
547 Queen Street
Honolulu, Hawaii 96813

Re: **Kakaako Mixed-Use Elderly Rental Project ("Pohulani")**
Request for Amendment to Planned Development Permit No. PD 4-89

Dear Mr. Souki:

The purpose of this letter is to request that the Hawaii Community Development Authority ("HCDA") approve an amendment to Planned Development Permit No. PD 4-89 for Pohulani.

Pursuant to PD 4-89, as amended by HCDA on April 29, 2011, the Hawaii Housing Finance and Development Corporation ("HHFDC") is required to demolish the 7,297 square foot office/warehouse building located at 620 Coral Street after June 30, 2016 and convert the site to open space. By letter dated May 19, 2016, HCDA approved the open space plan that was submitted by Belt Collins on behalf of HHFDC on March 22, 2016.

Belt Collins has submitted a proposal to provide various services to HHFDC relating to the conversion of 620 Coral Street to open space, including pre-demolition activities; preparation of construction documents; and bidding and construction contract administration assistance. Assuming a February 2017 professional services contract date, it is projected that the project would be completed in June 2018. According to Belt Collins, the long-lead item in the schedule is the State Historic Preservation Division review, which could take as long as eight months. The Belt Collins proposal and preliminary project schedule are enclosed.

Due to the anticipated timing of the 620 Coral Street demolition and site development project, HHFDC respectfully requests that HCDA approve an amendment to PD 4-89 with the conservative expectation that the project will be completed no later than December 31, 2018.

Mr. Jesse K. Souki
December 23, 2016
Page 2

Please call me at 587-0641 or Chris Woodard at 587-0588 should you have any questions regarding this request.

Sincerely,



Craig K. Hiral
Executive Director

Enclosures



November 4, 2016
2015.70.0700/16E-276

Via email to craig.k.hirai@hawaii.gov and U.S. Mail

Mr. Craig K. Hirai, Executive Director
Hawai'i Housing Finance and Development Corporation
State of Hawai'i
677 Queen Street, Suite 300
Honolulu, HI 96813

Dear Mr. Hirai:

**Fee Proposal for Phase II
Landscape Architecture and Engineering Services for
Demolition and Site Redevelopment of
620 Coral Street, Honolulu, Hawai'i
Tax Map Key: 2-1-051:018**

We are hereby responding to Mr. Chris Woodard's request for a fee proposal to provide construction plans to demolish the existing building on the subject parcel and redevelop it with landscaping and a small parking lot, Phase II of the 620 Coral Street redevelopment project. Phase I resolved the site redevelopment plan with the Hawai'i Community Development Authority (HCDA), based on the representations made by the Hawai'i Housing Finance and Development Corporation (HHFDC) for development of the Pohulani Elderly Housing Project. We completed the Phase I services with HCDA's acceptance of the concept plan and open space calculations.

The scope of the Phase II services was outlined in the e-mail received from Mr. Stuart Kritzer's e-mail on Monday, September 19, 2016 1:25 PM. A description of our services to be provided based on the outline, accepted plan and project requirements is presented herein. As noted previously, a review of HHFDC's exemption list and communications with Ms. Janice Takahashi resolved that the project will be exempt from environmental review under Hawai'i State Statutes (HRS) Chapter 343. Because the project's area of disturbance will be less than one acre, it will be also exempt from obtaining a National Pollutant Discharge Elimination System (NPDES) permit for construction storm water discharges.

Scope of Services

Pre-demolition Activities:

1. Conduct record drawing research and review. The existing building drawings will be used to document the existing plumbing fixture units to obtain credit for their demolition from the Honolulu Board of Water Supply (BWS). The recommended asphalt concrete pavement section from the Pohulani construction drawings will be used for the onsite paving improvements. No geotechnical engineering services are proposed to be provided for the project.
2. Prepare a generalized project schedule for use by HHFDC in project planning and communicating with the building tenants.

3. Coordinate completion of a topographic survey of the 620 Coral Street parcel and the adjacent improvements on the Pohulani parcel that will interface with the new work. The survey will include locating the trees and physical features within the Pohulani parcel for the purpose of enhancing the landscape if the project budget allows.
4. Coordinate completion of the hazardous material survey for demolition of the 620 Coral Street building.
5. Coordinate completion of a historic evaluation of the building on the 620 Coral Street parcel. The City and County of Honolulu (City) records indicate the building to be more than 50 years old and thus eligible for the National Historic Register. The evaluation will be a reconnaissance level review in accordance with the State Historic Preservation Division's (SHPD) requirements. It is anticipated that the building will not be considered historic and can be demolished as proposed.
6. Coordinate completion of an archaeological inventory survey of the 620 Coral Street parcel. The survey will include subsurface testing of areas interior and exterior to the building, with associated laboratory work and analyses. The survey findings will be presented in a report to SHPD for review and acceptance.
7. Prepare an order of magnitude opinion of probable construction costs following completion of the sub-consultant studies.

Construction Documents:

1. Prepare the overall project construction plans including the title sheet, City standard notes, erosion control plan, demolition plan, existing building plumbing plan for BWS credits, the site improvement plans, traffic control plan, and details. Hazardous material abatement plans will be incorporated into the plan set as necessary. The site improvement plans will address grading and utilities; design of the integrated urban garden and hardscape; planting and irrigation plans with the goal of incorporating water saving improvements; and site/landscape lighting. The plans will be coordinated with HHFDC and HCDA, as appropriate.
2. Process the construction plans with the City for the demolition permit, grading, and the site electrical building permit. A drainage report and erosion control calculations will be completed for the City Department of Planning and Permitting (DPP) approvals.
3. Prepare a set of project specifications for bidding of the demolition and site improvement work, including abatement as applicable.

Bidding and Construction Services:

1. Provide services during bidding of the project. These services will include participation in the pre-bid conference and preparation of minutes; responding to requests for clarifications; reviewing requests for substitutions; value-engineering proposals and the bid proposals submitted for the work; and bid tabulation.
2. Provide construction contract administration services, including:
 - Site observation services during construction to review the work relative to the design intent and general conformance of the work to the plans.

- Review of contractor submittals for items identified in the drawings and specifications.
- Review top soil testing and laboratory recommendations.
- Review of and addressing requests for clarification that may be issued by the contractor.
- Attendance at weekly construction site meetings.
- Review of the contractor's payment applications and process with HHFDC.
- Review on-site irrigation system testing including mainline pressure tests and coverage tests. Prepare reports to document test results.
- Conduct final project site walk through with HHFDC and prepare punch list for contractor to address.
- Review of the contractor's as-built drawing submittals and prepare record drawings to be submitted to the City based on the contractor's marked-up plans.
- Assist HHFDC with construction contract close-out.

Fee

We propose to perform our engineering services on a fixed fee basis. The fee for each phase of the project as described above, including sub-consultant fees, is as follows:

Pre-demolition Activities	\$ 41,926
Construction Documents	\$ 102,216
Bidding and Construction Services	<u>\$ 37,476</u>

TOTAL **\$ 181,618**

Reimbursable Expenses (budget) \$ 19,900

Spreadsheets presenting the basis for our fees and expenses are enclosed for your reference. The reimbursable expenses include printing and reproduction of agency review plan sets and documents, fees for the State Disability and Communications Access Board (DCAB), DPP Building Permit review, and DPP Storm Drain Connection License, courier services, and the construction contractor supporting the subsurface archaeological inventory survey. Also enclosed are the proposals from Towill, Shigeoka and Associates, Inc. (topographic surveying services), Mason Architects (historic architecture review), Scientific Consultant Services, Inc. (archaeology), EnviroQuest (hazardous materials survey and abatement services), Ronald N. S Ho and Associates, Inc. (electrical engineering services), who we will engage on a sub-consultant basis.

Exclusions

We are not providing any other services except as specifically stated herein. We have excluded the below listed items from our proposal. The list is not all inclusive, but identifies the main elements that we have identified as possibly being required for the project, but are not included as part of our scope under this proposal.

- Separate construction document packages for demolition and redevelopment work
- Building and grading permit fees

Mr. Craig K. Hirai, Executive Director
November 4, 2016 – 16E-276
Page 4

- Bid set printing
- Geotechnical and structural engineering
- Cadastral surveying
- Phase 1 environmental site assessment
- Off-site infrastructure improvements beyond the 620 Coral Street parcel frontage
- NPDES permitting
- Leadership in Energy and Environmental Design (LEED®) documentation

General Conditions

Enclosed is a copy of our *General Provisions for Services*, which forms an integral part of this proposal. If this proposal meets with your approval, please indicate your acceptance of our scope of services and fees by signing in the space provided below, as well as on page 7 of the attached *General Provisions for Services*. Kindly return a copy of both documents to our office following their execution.

Should there be any questions regarding our proposed scope of services or fees, please contact us. We look forward to working with you and HHFDC on the 620 Coral Street parcel redevelopment project.

Sincerely,

BELT COLLINS HAWAII LLC



Aaron A. Akau, PLA, ASLA
Vice President/Director of Landscape Architecture



Cheryl M. Palesh, P.E., LEED AP
Vice President / Director of Engineering

AAA/CMP:hp

Attachments

AGREED AND ACCEPTED BY:

Name: _____

Date: _____



Belt Collins Hawaii

PROJECT: 620 Coral Street Site Redevelopment
 CLIENT: HHFDC
 SUBJECT: Demolition & Site Improvement Plans

JOB NO: 2015.70.0700
 DATE: 11/4/2016
 BY: C. Palesh/A. Akau

TASK DESCRIPTION	STAFF HOURS							TASK TOTAL	PHASE TOTAL
	Principal Manager/ Design Dir.	Principal Landscape Arch.	Civil Project Manager	Landscape Architect	Civil Engineer	Senior Technical Designer	Landscape Designer/EIT /Drafting		
RATE	\$275	\$230	\$200	\$165	\$155	\$145	\$100		

PHASE TWO Part A: PRE-DEMOLITION STUDIES & SURVEYS									
HRS 343 exemption review & HHFDC coordination	2	2	0	0	0	0	0	\$1,010	
Sub-consultant management, coordination and reviews for topographic, hazardous materials, historic and archaeological surveys	5	0	12	0	4	0	4	\$4,795	
Management, communications, correspondence, meetings, documentation, schedule & opinion of cost update	2	2	7	0	2	0	0	\$2,720	
Sub-total Pre-demolition Studies & Activities Direct Labor	9	4	19	0	6	0	4	\$8,525	
								Hawaii GET @ 4.712%	\$402
								Sub-total Concept Design	\$8,927
Sub-consultants			Cost	Fee @	Hawaii GET @				
				10%	0.5%				
Towill, Shigeoka and Associates, Inc. - topographic surveying services			\$ 4,850	\$ 485	-		\$	5,335	
Mason Architects - historic architecture review			\$ 3,928	\$ 393	-		\$	4,321	
Scientific Consultant Services, Inc. - archaeology			\$ 16,200	\$ 1,620	\$ 81		\$	17,901	
EnviroQuest - hazardous materials survey and abatement services			\$ 4,948	\$ 495	-		\$	5,443	
								Sub-total Concept Design & Pre-demolition Activities Sub-consultants	\$ 33,000
								Sub-total Phase 2. Part A. Pre-demolition Studies & Activities	\$41,926

PHASE TWO Part B: CONSTRUCTION DOCUMENTS								
Site Demolition and Improvement Plans								
Title Sheet/Note Sheets - 3 sheets	0	0	2	0	5	0	14	\$2,575
Survey review and Existing Site Conditions & Erosion Control Plan	0.5	0	2	0	14	0	18	\$4,508
Erosion Control Notes & Details	0	0	1	0	8	0	12	\$2,640
Post-construction BMP Plan	0	0	1	0	6	0	8	\$1,930
Demolition Plan	1	0	4	2	16	0	20	\$5,885



Belt Collins Hawaii

PROJECT: 620 Coral Street Site Redevelopment
 CLIENT: HHFDC
 SUBJECT: Demolition & Site Improvement Plans

JOB NO: 2015.70.0700
 DATE: 11/4/2016
 BY: C. Palesh/A. Akau

TASK DESCRIPTION	STAFF HOURS							TASK TOTAL	PHASE TOTAL
	Principal Manager/ Design Dir.	Principal Landscape Arch.	Civil Project Manager	Landscape Architect	Civil Engineer	Senior Technical Designer	Landscape Designer/EIT /Drafting		
RATE	\$275	\$230	\$200	\$165	\$155	\$145	\$100		
Building Detail Plan & Plumbing Fixture Tally	0	0	0	0	1	0	10	\$1,155	
Site Layout & Utility Plan	0	2	3	6	10	0	20	\$5,600	
Site Grading & Drainage Plan	0.5	2	4	4	14	0	18	\$6,028	
Traffic Control Plan	0	0	2	0	3	0	8	\$1,665	
Sleeve, Drain & Utility Line Profiles & Details	0	0	2	1	8	1	12	\$3,150	
Site Sections	0	0	0	0	4	0	10	\$1,620	
Demolition Work and Miscellaneous Details	0.5	0	2	0	10	0	12	\$3,288	
Utility, Pavement, Striping & Signage Details	0.5	0	1	0	6	0	10	\$2,268	
Driveway apron, Grading and Drainage Details	0.5	0	2	0	12	0	16	\$3,998	
Hardscape Plan	0	2	0	3	1	10	4	\$2,960	
Hardscape Details	0	2	0	3	0	12	3	\$2,995	
Planting Plan	0	1	0	2	0	4	20	\$3,140	
Planting Details	0	0	0	0.5	0	10	2	\$1,733	
Irrigation Plan	0	0	0	1	0	24	2	\$3,845	
Irrigation Details	0	0	0	0.5	0	4	2	\$863	
Sub-total Construction Plans Direct Labor	3.5	9	26	23	118	65	221		\$61,843



Belt Collins Hawaii

PROJECT: 620 Coral Street Site Redevelopment
 CLIENT: HHFDC
 SUBJECT: Demolition & Site Improvement Plans

JOB NO: 2015.70.0700
 DATE: 11/4/2016
 BY: C. Palesh/A. Akau

TASK DESCRIPTION	STAFF HOURS							TASK TOTAL	PHASE TOTAL
	Principal Manager/ Design Dir.	Principal Landscape Arch.	Civil Project Manager	Landscape Architect	Civil Engineer	Senior Technical Designer	Landscape Designer/EIT /Drafting		
RATE	\$275	\$230	\$200	\$165	\$155	\$145	\$100		
Design and Engineering Services									
BWS Water Credit Documentation & Availability Request	0	0	1	0	3	0	0	\$665	
Drainage Report	0	0	2	0	8	0	4	\$2,040	
Soil Loss Calculations	0	0	0.5	0	4	0	8	\$1,520	
City Storm Drain Connection License	0	0	0.5	0	2	0	1	\$510	
Process Plans for HCDA, DPP, BWS & DCAB Approval	0	0	8	0	12	0	4	\$3,860	
Building Permit Routing	0	0	2	0	0	0	16	\$2,000	
Technical Specifications & coordination with HHFDC contract provisions	2	1	8	4	20	4	4	\$7,120	
Final quantity take-off and opinion of probable construction costs	0	0	1	1	6	4	8	\$2,675	
Meetings, Documentation, Correspondence, Communications & Project Management	4	3	20	2	16	6	6	\$10,070	
Sub-total Design & Engineering Services Direct Labor	6	4	43	7	71	14	51		\$30,460
Total	9.5	13	69	30	189	79	272		\$92,303
								Hawaii GET @ 4.712%	\$4,349
								Sub-total Construction Documents Belt Collins Hawaii	\$96,652
Sub-consultants									
					Cost	Fee @	Hawaii GET @		
						10%	0.5%		
Ronald N. S. Ho & Associates - electrical engineering					\$ 5,058	\$ 506	-	\$	5,564
								Sub-total Construction Documents Sub-consultants	\$ 5,564
								Construction Documentation Phase Sub-total	\$ 102,216



Belt Collins Hawaii

PROJECT: 620 Coral Street Site Redevelopment
 CLIENT: HHFDC
 SUBJECT: Demolition & Site Improvement Plans

JOB NO: 2015.70.0700
 DATE: 11/4/2016
 BY: C. Palesh/A. Akau

TASK DESCRIPTION	STAFF HOURS							TASK TOTAL	PHASE TOTAL
	Principal Manager/ Design Dir.	Principal Landscape Arch.	Civil Project Manager	Landscape Architect	Civil Engineer	Senior Technical Designer	Landscape Designer/EIT /Drafting		
RATE	\$275	\$230	\$200	\$165	\$155	\$145	\$100		
PHASE TWO Part C: BIDDING & CONSTRUCTION CONTRACT ADMINISTRATION									
Bidding Services									
Coordinate/attend Pre-Bid Meeting; prepare minutes	0.5	0	6	2	4	2	0	\$2,578	
Respond to Contractor Substitution Requests	0	0	2	1	4	4	0	\$1,765	
Review VE proposals and bids; bid tabulation	0.5	0	2	1	4	1	4	\$1,868	
Sub-total Bidding Services Direct Labor	1	0	10	4	12	7	4		\$6,210
Construction Contract Administration Services									
Coordinate for and Attend Pre-construction Meeting	0	0	2	0	3	2	1	\$1,255	
Respond to Contractor RFIs/Changed Conditions	0	0	2	2	16	6	8	\$4,880	
Shop drawing/submittal review & process with City	0	0	2	1	16	6	4	\$4,315	
Pay Application and Change Order Review; Weekly Construction Site Meetings & Contractor Minute Review - 36 based on 9 mos site work & punch lists	0	0	4	2	60	10	4	\$12,280	
Review As-builts; prepare/process Record Drawings	0	0	1	0	8	0	14	\$2,840	
Report After Grading & coordination for DPP permit close-out	0	0	0	0	2	0	0	\$310	
Miscellaneous Documentation, Correspondence, Communications & Project Management	1	0	3	0	10	0	1	\$2,525	
Construction Contract Closeout Coordination	0	0	2	0	5	0	0	\$1,175	
Sub-total Construction Services Direct Labor	1	0	16	5	120	24	32		\$29,580
Sub-total Bidding and Construction Services Belt Collins Hawaii									\$ 35,790
4.712%									\$1,686
Bidding and Construction Services Phase Sub-total									\$ 37,476

Total Project Fixed Fee \$ 181,618

Reimbursable expenses (see next page) \$19,900

TOWILL, SHIGEOKA & ASSOCIATES, INC.
LAND SURVEYORS
2153 North King Street, Suite 308
Honolulu, Hawaii 96819

April 28, 2015

Ms. Cheryl Palesh
Belt Collins Hawaii Ltd.
2153 North King Street, Suite 200
Honolulu, Hawaii 96819

Dear Cheryl:

**SUBJECT: Surveying Services : 620 Coral Street
 At Kakaako, Honolulu, Oahu, Hawaii
 TMK: (1) 2-1-051: 018**

We are please to submit the following scope of services and fee proposal for your review and consideration:

SCOPE OF SERVICES:

A field survey will be conducted of the subject area and portions of Coral Street as shown on the exhibit provided to us. The Northerly portion of the site fronting Queen Street will be locations of specimen trees and physical features only, no elevations or contours.

A topographic survey will conducted of only the Southerly portion of the site and half of Coral Street fronting said site. The field data will be reduced and plotted at a scale of 1 inch = 20 feet, with two (2) foot contour intervals and spot elevations.

The final topographic map will show property and easement lines, existing structures, visible utilities, other improvements and specimen trees with diameters 6 inches or greater within the areas. The location of underground utilities will be based upon observed locations, together with record drawings to be furnished by client.

A vellum reproducible and AUTOCAD drawing file will be submitted at the completion of the survey.

FEE: \$ 4,850.00

Thank you for the opportunity to submit this proposal. If there are any questions regarding this matter, please contact the undersigned at 538-3857. We look forward to hearing from you.

Sincerely,

TOWILL, SHIGEOKA & ASSOCIATES, INC.



Robert K.Y. Lee
President



ARCHITECTURE
RESTORATION
RENOVATION
RESEARCH

Mason Architects

March 16, 2015

Cheryl Palesh
Belt Collins Hawaii LLC
2153 North King Street, Suite 200
Honolulu, HI 96819-4554

Re: 620 Coral Street – Reconnaissance Level Survey (RLS)

Dear Cheryl,

We are pleased to prepare this proposal for an historic evaluation of the building located at 620 Coral Street at your request. Mason Architects, Inc. (MAI) proposes to:

- Perform research and site visits to assist in the evaluation of National Register of Historic Places (NRHP) eligibility;
- Complete the RLS Excel survey spreadsheet for the building;
- Complete the State Historic Preservation Division's (SHPD) Reconnaissance Level Inventory Form, enumerating our findings;
- Create GIS data in keeping with SHPD's survey requirements;
- Submit drafts of the completed survey form to you for review and comment. Once comments are received and the documents have been revised, we will submit final documentation to you to forward to SHPD.

Our proposed fee of \$3,928 includes our labor costs and general excise tax for this work. No meetings, briefings, or mitigation documentation are assumed for this project.

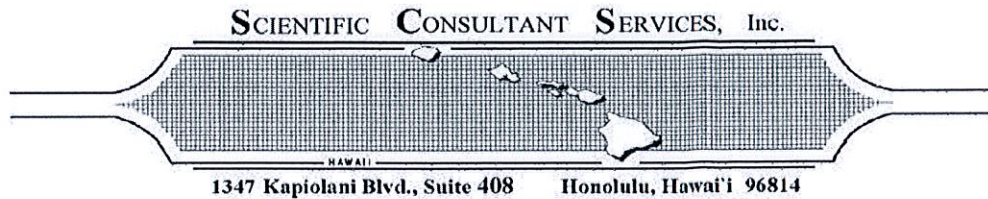
Thank you for inviting this proposal. Please let me know if you have any questions, and we look forward to hearing from you.

Sincerely,

Polly Cosson Tice

Enclosures: MAI Fee spreadsheet

Mason Architects, Inc.			
Fee Proposal for 620 Coral Street			
Completion of SHPD Reconnaissance Level Survey			
	16-Mar-15		
Task		Project Manager	Architectural Historian
Project Mgmt and coordination		1	1
Site visit; documentaton of pumping station and reservoir (includes preparation for, travel time, and downloading photos & notes)			4
Research (Tax Records, State Library, etc)			16
Completion of SHPD RLS Spreadsheet			1
Evaluate NRHP eligibility/Complete Inventory Form (Write significance, description, etc.,)		2	20
Creating/inputting GIS data			2
Internal Review/Revisions		1	1
Total hours		4	45
Rates		\$111.00	\$73.50
Sub Total Labor		\$444.00	\$3,307.50
			\$3,751.50
General Excise Tax	4.712%		\$176.77
Total (labor, tax)			\$3,928.27



Cheryl M. Palesh
Vice President
Belt Collins Hawaii LLC
2153 N. King St., Suite 200
Honolulu, HI 96818

4/11/15

Aloha Cheryl:

Thank you for contacting SCS concerning your request for archaeological services related to your property of interest located at 620 Coral St., Honolulu, O'ahu (TMK: (1) 2-1-051:018). SCS proposes to conduct an Archaeological Inventory Survey (AIS) for this project area. A quick review of previous archaeological projects in the general area of your property of interest found that human burials and buried cultural deposits have been identified during some of these previous projects.

Archaeological Inventory Survey (AIS):

This document will meet the requirements of the State Historic Preservation Division (SHPD). These requirements include:

- 1) A review of previous archaeological work conducted in the general area of the project, the review includes the SHPD Office Oahu, researching maps at the state archives, and conducting LCA research;
- 2) Field work, including mapping and GPS location information, and recording of identified surface archaeological features;
- 3) Limited subsurface testing will be conducted in the project area, in this case by backhoe;
- 4) Laboratory work includes cleaning, processing and analysis of all pre-Contact and Historic artifacts, and other cultural material, recovered during the field work, and the processing of radiocarbon dates, if available; and
- 5) Production of a report acceptable to the State Historic Preservation Division (SHPD). Report production also includes internal review by our client, review of the draft report by SHPD, and revisions to the draft report until acceptable to SHPD.

The direct archaeological project budget has a ceiling estimate of \$16,200.71, including tax and the state review fee. This includes 92 person-hours in the field (\$6,432.00); 104.5 person-hours for archival/background research, laboratory analysis, drafting and report production (\$7,203.60); other direct costs include equipment and supplies, profit, and report reproduction (\$847.86); the state review fee for a findings report (\$450.00); a radiocarbon date (\$600.00); and tax (\$667.25).

Additional project costs would include the use of a backhoe for project excavations. The daily cost of a backhoe varies but is estimated at \$1,200.00 a day, for an estimated three days. If the archaeological investigation was conducted while the building was still standing and occupied the archaeological testing would need to include the cost of cutting the asphalt, conducting the test excavation, and patching the asphalt it once the excavation was completed. The estimated cost, including the backhoe, the cost of cutting, testing, and patching the asphalt, is roughly estimate at \$10,000.00. If SHPD required testing inside the existing structure the costs would be greater.

We would recommend that if an Archaeological Inventory Survey is requested by SHPD the testing be conducted after the building is demolished. This would provide a considerable cost savings.

If you have any questions concerning this proposal, or budget, please feel free to contact me at 597-1182 (or bob@scshawaii.com). If possible, we request a retainer/mobilization payment, yet to be determined, prior to the start of the field work. If this proposal is acceptable please sign on the signature line provided below and return a copy to me. We look forward to working with you on this interesting project.

With Regards,



Robert L. Spear, Ph.D.
President
Scientific Consultant Services, Inc.

Approved/Date



EnviroQuest

Ms. Cheryl Palesh
Belt Collins Hawaii LLC
2153 North King Street, Suite 200
Honolulu, HI 96819

April 30, 2015

**SUBJECT: HAZMAT INSPECTION AND DESIGN
620 CORAL STREET DEMOLITION
TMK 2-1-051:018**

Dear Ms. Palesh:

Presented below is our understanding of EnviroQuest, Inc.'s involvement in the above referenced project.

1. INSPECTION:

Evaluate and inspect the interior and exterior, including the roof, of the building located at 620 Coral Street for asbestos-containing materials, lead-based paint and PCB containing fluorescent light ballasts.

- a. Materials to be sampled for asbestos analysis will include but are not limited to: floor covering, ceiling tiles, wall materials, door and window caulking, sealants, thermal system insulation, roofing materials, etc.
- b. Materials to be sampled for lead will include but are not limited to: painted surfaces.
- c. Fluorescent light fixtures will be examined for PCB containing ballasts.
- d. Provide a written report detailing the results of our inspection.

Note: Roof access will require the use of a man-lift, which will be rented by EnviroQuest.

2. ABATEMENT DESIGN (REIMBURSABLE ITEM):

Provide remediation specifications as determined by the inspection results. Anticipated sections to be provided are:

- 01715 – Existing Conditions
- 13281 – Removal and Disposal of Asbestos-Containing Materials
- 13282 – Lead Control Measures
- 13285 - PCB Ballasts and Mercury Containing Lamps
- 13288 – Testing and Air Monitoring



3. FEES:

- a. Inspection = \$3,433
- b. Abatement Design = \$1,515

Should you have any questions or need additional information, please feel free to contact us at (808) 486-5881.

Steven Tanaka
Principal

Attachment

**INSPECTION SERVICE DETAIL
620 CORAL STREET DEMOLITION**

TASK:	LABOR CATEGORY:				
	Principal	Project Manager	EPA/DOH Inspector	Inspector Tech	Draftsman
a. Coordination/Administration	0	0	0	0	0
b. Field Work/Inspection	0	0	7	7	0
c. Report Preparation	0	2	2	6	0
Total Estimated Hours	0	2	9	13	0
	Unit Labor Rates		\$129.00	\$87.00	\$63.00
	Subtotal by Labor Category		\$258.00	\$783.00	\$819.00
	TOTAL LABOR		\$1,860.00		
d. Other Direct Cost					
Travel			\$0.00		
Laboratory Analysis			\$576.00		
Equipment			\$666.00		
Shipping/Postage			\$47.00		
Miscellaneous			\$0.00		
Subtotal			\$1,289.00		
Markup of ODC at 10%			\$128.90		
	TOTAL ODC		\$1,417.90		
	LABOR + ODC		\$3,277.90		
	4.712% HI GET		\$154.45		
	Total		\$3,432.35		

INSPECTION TOTAL
\$3,433.00

FEE DETAIL					
a. Coordination/Administration WORK ITEM:	Principal	Project Manager	EPA/DOH Inspector	Inspector Tech	Draftsman
	Contract administration				
Coordination/Meetings					
Invoicing					
Total hours	0	0	0	0	0
b. Field Work/Inspection WORK ITEM:	Principal	Project Manager	EPA/DOH Inspector	Inspector Tech	Draftsman
	Mobilization/Travel			1	1
Field work			6	6	
Total hours	0	0	7	7	0
c. Report Preparation WORK ITEM:	Principal	Project Manager	EPA/DOH Inspector	Inspector Tech	Draftsman
	Draft report				
Final report		2	2	6	
Total hours	0	2	2	6	0
d. Other Direct Costs (ODC):					
	Unit	No. of Units	Unit Cost	Total Cost	
Travel					
Airfare/Airport Pkg	Rnd Trip				
Rental Car/Gas					
Lodging & or Per diem	ea				
Mileage	ea				
Laboratory Analysis					
Asbestos Analysis	ea	36	\$ 16.00	\$	576.00
Lead Analysis	ea		\$ 18.00		
Mold Analysis	ea		\$ 45.00		
Equipment					
XRF Rental for Lead Inspection	ea	0.2	\$ 330.00	\$	66.00
Sample Kit	ea				
Man Lift	ea	1	\$ 600.00	\$	600.00
Shipping/Postage					
Fed-Ex for Samples	ea	1	\$ 47.00	\$	47.00
Equipment Shipment/Insurance	ea				
Miscellaneous					
ODC Total				\$	1,289.00

**ABATEMENT DESIGN DETAIL
620 CORAL STREET DEMOLITION**

TASK:	LABOR CATEGORY:				
	Principal	Project Manager	EPA/DOH Designer	Draftsman	Clerical
a. Prefinal Specifications/Dwgs	0	0	0	0	0
b. Final Specifications/Dwgs	0	2	10	0	0
c. Bidding/Comstruction Phase	0	0	2	0	0
Total Estimated Hours	0	2	12	0	0

Unit Labor Rates	\$129.00	\$99.00
Subtotal by Labor Category	\$258.00	\$1,188.00

TOTAL LABOR \$1,446.00

d. Other Direct Costs

Travel	\$ -
Drawing Allowance	\$ -
Shipping/Postage	\$ -
Miscellaneous	\$ -
Subtotal	\$ -
Markup of ODC at 10%	\$ -
TOTAL ODC	\$ -

DESIGN TOTAL
\$1,515.00

LABOR + ODC	\$1,446.00
4.712% HI GET	\$68.14
TOTAL	\$1,514.14

FEE DETAIL

a. Prefinal Specifications/Dwgs	Principal	Project Manager	EPA/DOH Designer	Draftsman	Clerical
Specifications					
Drawings					
Cost Estimate					
Total hours	0	0	0	0	0

b. Final Specifications/Dwgs	Principal	Project Manager	EPA/DOH Designer	Draftsman	Clerical
Specifications			8		
Drawings					
Cost Estimate		2	2		
Total hours	0	2	10	0	0

c. Bidding/Comstruction Phase	Principal	Project Manager	EPA/DOH Designer	Draftsman	Clerical
Bidding Phase					
Construction Phase			2		
Total hours	0	0	2	0	0

d. Other Direct Costs (ODC):

	Unit	No. of Units	Unit Cost	Total Cost
Travel				
Airfare/Airport Pkg	Rnd Trip			
Rental Car/Gas	ea			
Lodging and or Per diem	ea			
Drawing Allowance				
Prefinal	ea		\$ 35.00	
Final	ea		\$ 45.00	
Shipping/Postage				
Document Delivery	ea			
Miscellaneous				
Prefinal	Copy			
Final	Copy			
ODC TOTAL				\$ -



Ronald N. S. Ho & Associates, Inc. electrical engineers

Sean K. Sugai, P.E. • Steven H. Sakai, P.E. • Dennis I. Toba, P.E. • Ronald N. S. Ho, P.E. • Gary I. Funasaki, P.E. • Andrew I. Miyasato, P.E.

April 28, 2015

Belt Collins Hawaii LLC
2153 North King Street, Suite 200
Honolulu, Hawaii 96819

Attention: Cheryl Palesh, P.E.

Subject: TMK Parcel No. 2-1-051:018, RH #15226

Dear Ms. Palesh:

We are pleased to submit our electrical engineering fee proposal for the subject project. This proposal consists of this letter and the attached "General Terms and Conditions".

The scope of work and the proposed fees are stated below. Please note, the titles used in this proposal and the titles used in the attached "General Terms and Conditions" are for general reference only and are not part of this Agreement.

A. Electrical Engineering Services.

1. Provide electrical design for landscape and parking lot lighting and an irrigation controller for TMK Parcel No. 2-1-051:018. We understand that a separate electric service will not be required, but that the power for these items may be extended from the Pohulani Elderly Housing condominium. We further understand that the Hawaii Housing Finance and Development Corporation (HHFDC) is the owner of both parcels.
2. Provide assistance with coordinating the removal of electric and communication services to the existing structure on TMK Parcel No. 2-1-051:018 to facilitate its demolition.
3. Assistance with securing reviewing agency review and approval, cost estimates, services during bidding, shop drawing review and responses to contractor requests for information during construction are included in the scope of services.
4. We understand the following:
 - a. Preparation of easement maps and documents, if required, will be prepared by others.

- b. Structural design and calculations for concrete foundations, if required, will be prepared by others.
- c. Preparation of an electrical demolition plan will not be required.
- d. Assistance with environmental permitting is not required.
- e. Submission and processing of plans for agency approval will be done by others.
- f. Attendance at public hearings, neighborhood board and community and/or building association meetings will not be required.
- g. Construction management, construction administration and inspection will not be required.

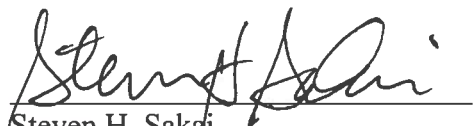
B. Fee.

We propose a fixed fee of \$5,058.00 (Five Thousand, Fifty-Eight Dollars) for this project.

Please acknowledge your acceptance of our proposal and this Agreement by signing and returning the enclosed copy of this letter.

This proposal is good for 60 days from date of this letter.

Sincerely,



Steven H. Sakai
Vice President

SHS/sdg
Enclosure

Accepted this _____ day of
_____ 2015.

Belt Collins Hawaii LLC

By _____
Its

AGREEMENT
GENERAL TERMS AND CONDITIONS

TMK Parcel No. 2-1-051:018, RH #15226
April 28, 2015

1. Additional Services. Belt Collins Hawaii LLC and Ronald N.S. Ho & Associates, Inc. have agreed to the list of Basic Services that Ronald N.S. Ho & Associates, Inc. will provide to Belt Collins Hawaii LLC. If mutually agreed to in writing by Belt Collins Hawaii LLC and Ronald N.S. Ho & Associates, Inc., additional services shall be provided by Ronald N.S. Ho & Associates, Inc. These Additional Services are not included as part of Basic Services and shall be paid for by Belt Collins Hawaii LLC in addition to payment for Basic Services, in accordance with prevailing fee schedule for Ronald N.S. Ho & Associates, Inc.
2. Visual On-Site Investigation Services. Because evaluation of the existing project area requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Belt Collins Hawaii LLC agrees, to the fullest extent permitted by law, to indemnify and hold Ronald N.S. Ho & Associates, Inc. harmless from and against any and all damage, liability and costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services for visual on-site investigation under this Agreement, except for the sole negligence or willful misconduct of Ronald N.S. Ho & Associates, Inc.
3. Shop Drawing Review. Ronald N.S. Ho & Associates, Inc. shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by Ronald N.S. Ho & Associates, Inc., but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Ronald N.S. Ho & Associates, Inc.'s review shall be conducted with reasonable promptness while allowing sufficient time in Ronald N.S. Ho & Associates, Inc.'s judgment to permit adequate review. Review of a specific item shall not indicate that Ronald N.S. Ho & Associates, Inc. has reviewed the entire assembly of which the item is a component. Ronald N.S. Ho & Associates, Inc. shall not be responsible for any deviations from the contract documents not brought to the attention of Ronald N.S. Ho & Associates, Inc. in writing by the Contractor. Ronald N.S. Ho & Associates, Inc. shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
4. Opinions of Probable Cost. In providing opinions of probable construction cost, Belt Collins Hawaii LLC understands that Ronald N.S. Ho & Associates, Inc. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Ronald N.S. Ho & Associates, Inc.'s qualifications and experience. Ronald N.S. Ho & Associates, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
5. Assistance in Obtaining Approvals. Ronald N.S. Ho & Associates, Inc. shall assist Belt Collins Hawaii LLC in applying for those approvals typically required by law for projects similar to the one for which Ronald N.S. Ho & Associates, Inc.'s services are being engaged. This assistance consists of completing and submitting drawings as to the results of certain work included in the scope of services. Ronald N.S. Ho & Associates, Inc. cannot guarantee obtaining approvals by a certain time since Ronald N.S. Ho & Associates, Inc. cannot guarantee the action or inaction of any agency.
6. Construction Observation. Ronald N.S. Ho & Associates, Inc. shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in the general accordance with the Contract Documents. Belt Collins Hawaii LLC has not retained the Ronald N.S. Ho & Associates, Inc. to make detailed inspections or to provide exhaustive or continuous project review and observation services. Ronald N.S. Ho & Associates, Inc. does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.
7. Record Documents. Upon completion of the Work, Ronald N.S. Ho & Associates, Inc. shall compile for and deliver to Belt Collins Hawaii LLC a reproducible set of Record Documents conforming to the marked-up prints, drawings and other data furnished to Ronald N.S. Ho & Associates, Inc. by the Contractor. This set of Record Documents will show the reported location of the Work and significant changes made during the construction process. Because these Record Drawings are based on unverified information provided by other parties which will be assumed reliable, Ronald N.S. Ho & Associates, Inc. cannot and does not warrant their accuracy.
8. Cost-Plus Fee. For cost-plus work, the charges shall be based on the time expended and other direct costs. The hourly labor rates will be in accordance with prevailing fee schedule for Ronald N.S. Ho & Associates, Inc.

9. Time of Payment. We will submit to you monthly statements showing the billing amount of our Basic Services rendered. Payments are due upon receipt of billing. If you object to any billing statement submitted, notify us in writing, giving us the reasons for your objections within 14 days of your receipt of our statement.

If payment is not received by Ronald N.S. Ho & Associates, Inc. within thirty (30) calendar days of the invoice date, Belt Collins Hawaii LLC shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall be applied to accrued interest and then to the unpaid principal.

10. Labor Rates. This proposal is based on labor rates that are in effect until December 31, 2015. Should engineering services be required for additional work for this project, additional fees will be requested at the then current labor rates.
11. Failure to Make Payments. If Belt Collins Hawaii LLC fails to make payments when due or otherwise is in breach of this Agreement, Ronald N.S. Ho & Associates, Inc. may suspend performance of services upon five (5) calendar days' notice to Belt Collins Hawaii LLC. Ronald N.S. Ho & Associates, Inc. shall have no liability whatsoever to Belt Collins Hawaii LLC for any costs or damages as a result of such suspension caused by any breach of this executed proposal by Belt Collins Hawaii LLC.
12. Term. Our Agreement will commence on your execution of the enclosed copy of this Agreement and will terminate on the completion of services or twelve months from date of execution of this Agreement, whichever occurs first.

Articles 10, 11, 13, and 14 shall survive the termination of this Agreement and shall remain enforceable between the parties.

13. Termination Period. Our Agreement may be terminated by either of us upon seven days written notice to the other in the event of substantial failure to perform in accordance with the terms of this Agreement by the other.
- Belt Collins Hawaii LLC shall within thirty (30) calendar days of termination pay Ronald N.S. Ho & Associates, Inc. for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.
14. Suspension of Services. If the project is suspended for more than thirty (30) days in the aggregate, Ronald N.S. Ho & Associates, Inc. shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, Ronald N.S. Ho & Associates, Inc. may, at his or her option, terminate this Agreement upon giving notice in writing to Belt Collins Hawaii LLC.
15. Hazardous Materials. It is acknowledged by both parties that Ronald N.S. Ho & Associates, Inc.'s scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Ronald N.S. Ho & Associates, Inc. or any other party encounters asbestos or hazardous or toxic material at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Ronald N.S. Ho & Associates, Inc.'s services, Ronald N.S. Ho & Associates, Inc. may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until Belt Collins Hawaii LLC retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
16. Responsibility. We will not be responsible for acts or omissions of yourself, your other consultants or any other person performing any work on the project, including any acts or omissions of their respective agents or employees.
17. Extent of Agreement. This Agreement represents the entire Agreement between us with respect to the project and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by our respective authorized representative.

18. Ownership of Instruments of Service. Belt Collins Hawaii LLC acknowledges that Ronald N.S. Ho & Associates, Inc.'s reports, plans, specifications, and designs are instruments of professional service, and not products. Although such instruments are normally retained by Ronald N.S. Ho & Associates, Inc., in this instance they shall become the property of Belt Collins Hawaii LLC. Reuse of said documents without the express written permission of Ronald N.S. Ho & Associates, Inc. is prohibited. Such authorization is essential, because it requires Ronald N.S. Ho & Associates, Inc. to evaluate the documents' applicability to changed circumstances, not the least of which is passage of time. Accordingly, in return for Ronald N.S. Ho & Associates, Inc.'s relinquishment of ownership and copyright, Belt Collins Hawaii LLC agrees to waive any claim against Ronald N.S. Ho & Associates, Inc. and to defend, indemnify, and hold harmless Ronald N.S. Ho & Associates, Inc. from any claim or liability for injury or loss allegedly arising from unauthorized reuse of Ronald N.S. Ho & Associates, Inc.'s instruments of service. Belt Collins Hawaii LLC further agrees to compensate Ronald N.S. Ho & Associates, Inc. for any time spent or expenses incurred by Ronald N.S. Ho & Associates, Inc. in defense of any such claim, in accordance with the prevailing fee schedule and expense reimbursement policy.
19. Assignments. Neither Belt Collins Hawaii LLC nor Ronald N.S. Ho & Associates, Inc. shall assign or transfer their respective interests in this Agreement without the prior written consent of the other party and any attempt to assign any interest in this Agreement without such prior written consent of the other party hereto shall be null and void and of no force or effect whatsoever.
20. Standard of Practice. Services performed by Ronald N.S. Ho & Associates, Inc. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
21. Limitation of Liability. In recognition of the relative risks and benefits of the project to both Belt Collins Hawaii LLC and Ronald N.S. Ho & Associates, Inc., the risks have been allocated such that Belt Collins Hawaii LLC agrees, to the fullest extent permitted by law, to limit the liability of Ronald N.S. Ho & Associates, Inc. and his or her subconsultants to Belt Collins Hawaii LLC and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Ronald N.S. Ho & Associates, Inc. and his or her subconsultants to all those named shall not exceed \$50,000.00, or Ronald N.S. Ho & Associates, Inc.'s total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
22. Severability. Belt Collins Hawaii LLC and Ronald N.S. Ho & Associates, Inc. have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Belt Collins Hawaii LLC and Ronald N.S. Ho & Associates, Inc. will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.



GENERAL PROVISIONS FOR SERVICES

1. SERVICES BY STAFF OF BELT COLLINS HAWAII LLC

In furtherance of the project described in the Proposal for Services provided to Client (the “Project”), Client (identified below) engages Belt Collins Hawaii LLC (“Belt Collins”) to perform the specific services described in said Proposal for Services (the “Services”). The Services provided are for the sole benefit of the Client and there are no intended third party beneficiaries. *Note (1)

For services on a fee basis, the fee arrangement is as stated in the Proposal for Services.

For services on a salary classification rate basis, Belt Collins’ fees are based on the time expended on the project by professional and technical personnel multiplied by their appropriate Salary Classification Rate.

2. REIMBURSABLE EXPENSES

All expenses (including administrative, travel and subsistence costs) will be reimbursable to Belt Collins unless otherwise specified in the proposal. A 10 percent surcharge and applicable State taxes shall be added to all costs billed to Client.

3. RIGHT-OF-ENTRY

Unless otherwise agreed in writing and as required, Client will furnish right-of-entry on the land and in structures for Belt Collins to carry out the Services. Belt Collins will take reasonable precautions to minimize any damage from use of any equipment but has not included in Belt Collins’ fee the cost for restoration of any damage that may result from Belt Collins’ operations.

4. SERVICES BY OTHERS

On occasion, services by consultants or other technical entities to perform field surveying and soils testing may be needed. These firms or other consultants may be utilized with Client’s approval, and the cost of such services will be included in Belt Collins’ invoice with a 10 percent markup to cover Belt Collins’ administrative costs. In addition, in certain instances, applicable State taxes will be added to the total fee.

5. INVOICES

Progress invoices will normally be submitted once a month for services performed during the prior month or for the initial period and a final bill upon completion of the services. Payment will be due within 30 calendar days and is delinquent if not paid within 60 calendar days of receipt of invoice. Interest will be added to accounts in arrears at the rate of one percent for each 30 calendar days of delinquency. If necessary for Belt Collins to take collection action, attorneys’ fees and reasonable collection costs are additional and will be billed to the Client accordingly.

If 60 days in arrears, Belt Collins may, after giving seven days' written notice to Client, suspend services under this Agreement until Belt Collins has been paid in full all amounts due us for services and expenses.

6. GENERAL LIABILITY AND LIMITATION

Belt Collins carries comprehensive general liability insurance which, subject to its limits, terms, and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of Belt Collins' operational negligence. At Client's request, Belt Collins will provide certificates evidencing such coverage and will purchase additional limits of liability that Client may require as a separate cost item to be borne by Client.

7. LIMITATION OF LIABILITY

Belt Collins, including its officers, directors, agents, employees, and subcontractors, and its parents, subsidiaries and affiliated companies (the "Belt Collins Parties") shall not be liable to Client in any event for any special, indirect, or punitive damages. The liability of the Belt Collins Parties to Client for any damages of any nature or kind whatsoever, including but not limited to, personal injury and property damage resulting from Belt Collins' negligent acts, errors, or omissions, shall be limited to the greater of (a) \$50,000 or (b) the sums paid by Client for the Services provided under this Agreement.

Client and the Belt Collins Parties shall not be liable to each other for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault; or whether it was committed by Client or the Belt Collins Parties; or whether such liability arises in breach of contract, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use, loss of profit and loss of opportunity. Client, by executing this contract, acknowledges and agrees that Client waives any claim for consequential damages of any kind.

8. INDEMNIFICATION

Except for any act or omission constituting gross negligence or willful misconduct by Belt Collins, Client shall indemnify, defend, and hold harmless Belt Collins and its officers, directors, agents, and employees, from and against any claim or liability for injury or loss (including, but not limited to, attorneys' fees and costs) arising out of Belt Collins' performance of the Services under this Agreement. (The term "any claim" used in this provision means any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

9. CLIENT'S RESPONSIBILITIES

Client shall provide all criteria and full information as to Client's specific requirements for the Project, designate a person to act with authority on Client's behalf in respect of all aspects of the Project, examine and respond promptly to Belt Collins' submissions, and give prompt written notice to Belt Collins whenever any defect in the work is observed or becomes otherwise evident.

10. SITE SAFETY

Belt Collins' responsibilities at the Project site are limited solely to the activities of Belt Collins and Belt Collins' employees on the site. These responsibilities shall not be inferred by any party to mean that Belt Collins has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of Client's selected contractor. The contractor's methods of work performance, superintendence of the contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the contractor. Client warrants that: 1) The contractor's responsibilities will be made clear in Client's agreement with the contractor; 2) Client's agreement with the contractor shall require the contractor to indemnify, defend, and hold Client and Belt Collins harmless from any claim or liability for injury or loss arising from Client's or Belt Collins' alleged failure to exercise site safety responsibility; and 3) Client's agreement with the contractor shall require the contractor to make Client and Belt Collins additional insureds under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Client and Belt Collins. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against Belt Collins, and indemnify, defend, and hold Belt Collins harmless from any claim or liability for injury or loss arising from Belt Collins' alleged failure to exercise site safety responsibility. Client also shall compensate Belt Collins for any time spent or expenses incurred by Belt Collins in defense of any such claim. Such compensation shall be based upon Belt Collins' prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

11. OUTSIDE AGENCIES

If multi-agency involvement, federal funds, or foundation grants require more than normal number of submissions, or if controversy unknown at this time results in a more than normal number of meetings, the fee and schedule will be renegotiated accordingly.

12. OWNERSHIP OF DOCUMENTS

All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by Belt Collins as instruments of service shall remain the property of Belt Collins. Belt Collins shall retain all common law, statutory and other reserved rights, including the copyright thereto.

13. REUSE OF DOCUMENTS

All documents prepared by Belt Collins pursuant to this Agreement are instruments of service in respect of the Project, and are prepared for the exclusive use of Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or for any purpose other than the Project. Belt Collins does not give approval for the use of these documents for any purposes other than the Project, including advertising, marketing, project development and other related purposes, nor should the Belt Collins trademark and name be attached to such. Any reuse or adaptation without written authorization by Belt Collins for a purpose other than the specific purposes intended will be at Client's sole risk and without liability or legal exposure to Belt Collins; and Client shall indemnify and hold harmless Belt Collins from all claims, damages, losses, and expenses (including attorneys' fees), arising out of or resulting

therefrom. Any such alteration or adaptation will entitle Belt Collins to further compensation at rates to be agreed upon by Client and Belt Collins.

14. OPINIONS OF COST

Since Belt Collins has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Belt Collins' opinions of probable Project Cost and Construction Cost will be made on the basis of its experience and qualifications and represent its best judgment as experienced and qualified professional personnel familiar with the construction industry; but Belt Collins cannot and does not guarantee that proposals, bids, or actual Project or Construction Cost will not vary from opinions of probable cost prepared by us. If prior to the Bidding or Negotiating Phase, Client wishes greater assurance as to Project or Construction Cost, he shall employ an independent cost estimator. Services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client at a fee to be agreed upon by Client and Belt Collins.

15. ADDITIONAL WORK

Additional services which are not included as part of the original scope of services shall be paid for by the Client in addition to payment for the original agreement.

16. CHANGED CONDITIONS

Belt Collins shall renegotiate the fee and time required to complete this job for scope changes or discoveries of circumstances that were not originally contemplated or known to Belt Collins. Changes in boundary information, project program, or topographic information are examples of scope changes that may be a basis to renegotiate the fee and time. Should Belt Collins call for contract renegotiation, Belt Collins shall identify the changed conditions necessitating renegotiation and Belt Collins and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

17. LEED CERTIFICATION

Should Client pursue certification of the Project under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) (or other) green building-rating system, Client understands that such certification cannot be achieved until after substantial completion of construction. Client further understands and acknowledges that the LEED-certification processes and procedures as determined by the USGBC are outside the control of Belt Collins, may not be uniformly implemented and may be subject to change at any time. Further, LEED certification will require input and effort from Client and Belt Collins as well as other consultants, contractors and other parties associated with the Project that are not parties to this Agreement.

Belt Collins Hawaii will make reasonable efforts to facilitate and coordinate the LEED certification for the Project, subject to scope of services, terms and provisions of this Agreement. Belt Collins cannot, however, guarantee LEED certification or the actual performance of the building based on Belt Collins' design drawings, specifications, or resource use or consumption modeling for the Project, nor can Belt Collins guarantee certain performance levels anticipated through the LEED certification process.

18. TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon 14 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Belt Collins will be paid for all services rendered to the date of termination, any reimbursable expenses, and termination expenses.

19. SUCCESSORS AND ASSIGNS

- (a) Client and Belt Collins each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- (b) Neither Client nor Belt Collins shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 19(a) and except that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Belt Collins from employing such independent consultants, associates, and subcontractors as Belt Collins may deem appropriate to assist Belt Collins in the performance of the Services.
- (c) Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Belt Collins.

20. AMERICANS WITH DISABILITIES ACT (ADA)

Belt Collins will use its best professional efforts to interpret application of ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to Belt Collins' work. Belt Collins' review of the ADA and related requirements does not warrant or guarantee that the work will comply with all interpretations of the ADA or other regulatory requirements and court decisions.

21. CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

Should the Belt Collins project scope of services include services during construction of the Project, the following shall apply:

Belt Collins shall have no right of control over means, methods, or any other aspect of the construction. Client recognizes that the successful contractor and any subcontractors will be in control of the Project site during construction and exclusively responsible for construction means, methods, techniques, sequences and procedures, for coordinating all portions of the construction under the Project's construction contract, and for jobsite safety.

Belt Collins will visit the site at intervals appropriate the stage of construction or as agreed with the Client, to become generally familiar with the progress and quality of the portion of the completed construction and to determine, in general, if the construction observed is being

performed in a manner indicating that when fully completed, will be in general conformance with Belt Collins' contract documents and design intent.

22. DISPUTES

The parties agree that if a dispute arises out of the performance of this contract or otherwise relates to this contract, the parties will initially attempt to resolve that dispute through direct discussions among themselves. In the event that they are unable to do so, the parties agree that they will then settle the dispute through the process of mediation in accordance with the Mediation Rules, Procedures & Protocol of Dispute Prevention & Resolution, Inc. ("DPR") then in effect. In the event that the parties remain unable to resolve their dispute in mediation, the parties agree that the dispute may be resolved through arbitration in accordance with the Arbitration Rules, Procedures & Protocols of Dispute Prevention & Resolution, Inc. then in effect or either party may initiate litigation. The parties further hereby agree that the arbitration hereunder shall be conducted and determined by a single neutral arbitrator, and that said arbitrator shall be selected by the parties from a list submitted to them by DPR. If the parties cannot agree upon a single arbitrator, each party shall alternate striking the name of one arbitrator from a list of no more than nine (9) potential arbitrators until a single arbitrator remains. The arbitration shall be conducted in such a manner that the decision will be rendered no more than sixty (60) days after the submission of the dispute to DPR. The decision of the arbitrator shall be final and binding upon the parties. Each party shall advance one half (1/2) of the arbitration fees. The parties also agree that mediation, arbitration or litigation shall be conducted and administered by Dispute Prevention & Resolution, Inc. in Honolulu, Hawaii and that Hawaii law shall control.

If a dispute arises relating to the performance of the services and legal fees or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all of its reasonable fees and costs incurred in its pursuit of the claim, including staff time at current billing rates, court costs, attorneys' fees, and other claim-related expenses.

23. EQUAL OPPORTUNITY EMPLOYER

Belt Collins is an equal employment opportunity employer and affords equal employment opportunity to all qualified persons regardless of race, color, religion, national origin, age, sex, marital status, physical disability, or veteran's status. This policy is implemented by means of Belt Collins Hawaii's Affirmative Action Program, in compliance with Executive Order 11246.

24. ENTIRE AGREEMENT

These General Provisions shall be used in combination with a letter agreement, a "proposal for services" or a contract. These General Provisions may also be used in combination with an "Addendum for Environmental Services" which shall be agreed to by signature and date. These contract documents ("Contract Documents") shall be the entire agreement and shall supersede any other agreement between Client and Belt Collins relating to the subject matter. In case of conflict or inconsistency between these General Provisions and any other Contract Document other than the Addendum for Environmental Services, these General Provisions shall prevail.

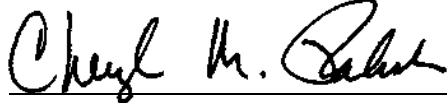
Both Client and Belt Collins have read the Contract Documents and understand and accept the terms, conditions, and covenants contained therein. No representation, promise, inducement, statement, or intention relating to the subject matter of this Agreement has been made by any party which is not set forth in the Contract Documents. Client represents and warrants that Client

is not relying for any purpose whatsoever on any representations or guarantees made by Belt Collins which are not expressly set forth in the Contract Documents.

This Agreement may not be amended except in writing, signed by authorized representatives of both parties.

These General Provisions for Services are agreed:

For Belt Collins Hawaii LLC ("Belt Collins"):



Its: Vice President/Director of Engineering

November 4, 2016

Date

For "Client":

Company

Signature

Print

Title

Date

*Note (1): "Proposal for Services"

Fee Proposal for Phase II Landscape Architecture and Engineering Services for Demolition and Site
Redevelopment of 620 Coral Street, Honolulu, Hawai'i Tax Map Key: 2-1-051:018

16E-276

