



Allison - Ide
Structural Engineers LLC

ENTERED

July 18, 2018

Attention: **Johnson Fang**
USA Realty Construction Group
1585 Kapiolani Blvd. Ste. 1215
Honolulu, HI 96814
(808) 800-6723 email: THLUSA@gmail.com

Subject: Hawaii **Ocean Plaza** 400 feet high
Structural Engineer Fee Proposal

AISE Job No.: ~~Pending~~ 18100.00

Dear Jay,

Thank you for the opportunity to provide a proposal for the above-mentioned project. As we understand the scope of services required is for full design services. This proposal is based on the drawing received from FSC office via email on September, 2017 (see attached FSC ARCHITECTS PDF drawings) consisting of a 40 story high rise with an estimate total floor plate area of **760,000 square feet**

The scopes of services to be provided are as follows:

1. Participation in conferences and/ or coordination with your office, as required, to identify and establish the structural requirements.
2. Provide structural calculations, as requested by the Building Department.
3. Prepare a set of construction documents in the form of structural plans and details necessary for building department submittal and approval.
4. We shall require a complete geotechnical report. Our proposal presented here assumes the structural design to be in the **Seismic Design category C**. There is an initial preliminary geotechnical report issue by Masa Fujioka on December 19, 2017 followed by a Consultation Letter dated December 20 2017 which stipulates the require steps to achieve the **Site class C**.


900 Fort Street Mall
Suite 1670
Honolulu Hawaii 96813
Phone: (808) 536-2108
Fax: (808) 521-3000

Design Fee Schedule

| | |
|--|-------------------------|
| Schematic Design | \$180,000 |
| Design Development | \$100,000 |
| Construction Documents (full building permit) | <u>\$210,000</u> |
| Design fee TOTAL | \$490,000 |

Foundation only Permit as requested by client will incurred additional fee of \$20,000.

To provide a structural foundation permit set of drawings we shall require to complete 80% of the entire engineering design for the building to be able to demonstrate the structure is in conformance to the IBC 2006 code. Foundation drawings including ACP, pile caps grade beams, tie beams and the slab on grade shall be 100% completed, the balance of the building drawings shall be on an approximately 40% completion.

Upon AISE submitting a foundation permit set of drawing no modifications to the vertical structural elements (columns, walls, elevator/stares cores etc.) shall be allowed. However if this were to be the case additional redesign fees will apply.

Construction Administration (CA)

The CA fee portion of this job shall be billed on a monthly expense depending on the stage phase of the construction as noted below:

| Construction phase | Monthly fee |
|---|--------------------|
| Basement structure | \$10,000/month |
| Parking structure | \$7,000/month |
| Transfers floors (17 th -18 th level) | \$6,000/month |
| Condominium levels | \$3,000/month |

Hawaii State Excise Tax shall be in addition to the above fees. Payment shall be billed in direct proportion to the work completed. Interest will accrue at the rate of 1½% per month on aged account over 45 days. Reimbursable expenses will be billed as a multiple of 1.10 times the cost incurred and it will be subject to the Hawaii State Excise Tax. Requested prints for submittals i.e. building permit/bid, etc. and site visits i.e. plane ticket, travel arrangements, parking, etc. shall be considered reimbursable expenses **For budgeting purposes the reimbursable expenses can be estimated to be \$ 3,000.** These reimbursable expenses are in addition to the above labor fees.

Changes in our scope of work may occur during the life of this project. If these changes require additional time from us, they will be considered "Additional Services." We will request for written "Authorization to Proceed" before commencing with any "Additional Services."

A stop of design over a 3 month period will require a re-start fee of no less than \$5,000. A stop of design over 6 month will require a new renegotiated fee addendum.

This proposal request is valid for 6 month of the date noted.



certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the consultant will be entitled to rely upon such certifications to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

ADDITIONAL SERVICES

Project Representation Beyond Basic Services

If more extensive representation at the site than is defined under Construction Phase, the Consultant will, if requested by the Architect, provide one or more Project Representatives to assist the Consultant in carrying out such additional on-site responsibilities.

OTHER ADDITIONAL SERVICES

- A. Making revisions in Drawings, specifications or other documents when such revisions are:
 - 1. inconsistent with approvals or instructions previously given by the Owner or Architect, including revisions made necessarily by any adjustments in the program or Project budget;
 - 2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
 - 3. required as a result of the Owner or Architect's failure to render decisions in a timely manner.
- B. Providing services required because of significant changes for This Part of the Project including, but not limited to, changes in size, quality and complexity, Owner's schedule, method of bidding or negotiating and contracting for construction work.
- C. Preparing Drawings, Specifications and other documentation and supporting data, and providing other services in connection with Change Orders and Construction Change Directives, other than those required as a result of negligent error or omission by the consultant.
- D. Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to drawings, specifications and other documentation resulting therefrom.
- E. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.
- F. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- G. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work for This Part of the Project.

- H. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding.
- I. Providing services relative to future facilities, systems and equipment.
- J. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof.
- K. Providing services to verify the accuracy of drawings or other information furnished by the Architect.

ARCHITECTS' RESPONSIBILITIES

The Architect will request the Owner to furnish, with reasonable promptness, the services of geotechnical engineers. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. The services, information and reports required will be furnished at no expense to the Consultant, who will be entitled to rely upon the accuracy and completeness thereof.

Prompt written notice will be given by the Architect to the Consultant if the Architect becomes aware of any fault or defect with respect to This Part of the Project or nonconformance with the Contract Documents.

The Architect will confer with Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and will request the recommendation of the Consultant before providing interpretations or clarifications of Shop Drawings, or other submissions of the Contractor, or of Change Orders and Construction Change Directives affecting This Part of the Project.

CONSTRUCTION COST

Definition

The Construction Cost will be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect or the Architect's consultants.

The Construction Cost will include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect or Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

Construction Cost does not include the compensation of the Architect and Architect's consultants, or costs of the land, rights-of-way and financing.

**USE OF CONSULTANT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS**

Except for reference and coordination purposes in connection with future additions or alterations to the Work,



out of or in any way related to the Consultant's services, the Project or this agreement from any cause or causes whatsoever, shall not exceed the total compensation received by the Consultant under this agreement. The foregoing limitation of liability shall not apply if a court of competent jurisdiction finds that such a liability, to the extent it exceeds the Consultant's compensation hereunder, is due to the breach of contract or willful misconduct of the Consultant, however limited to the lowest of (1) the actual proceeds from insurance coverage provided by the Consultant and its Consultants' professional liability insurance; or (2) the amount of any settlement or judgment.

CLIENT TO INDEMNIFY CONSULTANT, OTHERS:

Client agrees to indemnify, defend and hold harmless AISE STRUCTURAL ENGINEERS LLC (the Consultant) and each of its shareholders, directors, officers, partners, employees, agents, subsidiaries, and divisions (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising from, personal injury, including death, property damage, including loss of use thereof, economic loss, or otherwise, due in any manner to the error, omission, negligence, recklessness or intentional act of Client or any of its agents, employees, or contactors as a result of performance of the Project, whether any error, omission, negligence, recklessness or intentional act of AISE STRUCTURAL ENGINEERS LLC or any other


indemnitee contributed thereto, except in a case where AISE STRUCTURAL ENGINEERS LLC or another indemnitee is the only negligent party, as determined by a court of competent jurisdiction, in which case no indemnification is owed to the solely negligent party. This Indemnification provision is in addition and cumulative to any other right of indemnification or contribution that AISE STRUCTURAL ENGINEERS LLC or any of the other indemnities may have in law, at equity, or otherwise, and shall survive completion of the Project. If the Client authorizes deviations recorded or unrecorded, from the documents prepared by the Consultant without written agreement of the Consultant, the Client shall indemnify, defend and hold harmless the Consultant, the Architect and all its consultants and agents and employees of any of them, against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or in whole or in part from deviations, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder

STATUTE OF LIMITATIONS

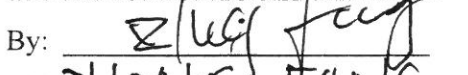
As to all acts or failures to act by either party to this agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any or all events not later than the relevant date of substantial completion of the work, and as to any acts or failures to act occurring after the relevant date of substantial completion, not later than the date of issuance of the final certificate of payment.

Please indicate your acceptance by signing and returning the original copy of this proposal to our office.

Sincerely,
Allison-Ide
Structural Engineers LLC

 7.20.18
John S. Allison, S.E.
President

APPROVED & ACCEPTED BY:

By: 
Title: **ZHONG FANG (PRESIDENT)**
Date: **7-20-2018**