

October 28, 2016

Mr. Kenneth Wang
Project Manager
Hawaii Ocean Plaza LP
1585 Kapiolani Boulevard., Suite 1215
Honolulu HI 96814

Subject: Traffic Impact Analysis Proposal – Ocean Plaza Project in Honolulu, Hawaii
(KOA Corporation Proposal MB61261)

Dear Mr. Wang:

Thank you for requesting a proposal from KOA Corporation for the preparation of a traffic impact study for the proposed mixed-use project at 1374/1357 Makaloa Street in the City of Honolulu.

It is our understanding that the proposed project land uses would include 170 apartment units, a hotel with 207 rooms, 4062 square feet of retail space, 1063 square feet of sit-down restaurant space and 4177 square feet of fast-food restaurant space. Primary vehicle access to the project site will be provided on Makaloa Street and Kapiolani Boulevard.

In developing this scope of work, KOA conducted initial coordination with the City of Honolulu Department of Planning and Permitting. Eleven (11) study intersections were suggested by the City. The cost estimation included in the proposal therefore is based on eleven (11) study intersections.

If additional intersections and/or street segments are requested by the City during the formal scoping process, and KOA cannot successfully advocate for a non-expansion of the study area, a scope/fee addendum will need to be drafted by KOA and approved by the Client to move forward with the expanded study area.

A preliminary scope of work and related fee for the necessary traffic analysis tasks are provided below for review by Hawaii Ocean Plaza LP (Client).

Scope of Work

- A. In order to establish the study assumptions, KOA will create a scoping document for review by the Client and submittal to the City of Honolulu for the documentation of all study assumptions. The document would confirm the locations of the study intersections, and the assumptions for project trip generation and distribution. KOA will coordinate with City staff to receive comments on the scoping document, and provide a final version to the Client and the City.
- B. A total of 11 study intersections would be included in the traffic study analysis.
- C. KOA will compile information on study intersection approach geometry, traffic controls, and surrounding land uses. New peak-period vehicle movement counts would be conducted at the study intersections on one weekday during the 7:00 a.m. to 9:00 a.m. and the 4:00 p.m. to 6:00 p.m. timeframes.

- D. KOA will prepare a traffic analysis file and input configurations for the study intersection. Based on the anticipated completion date of the project, a future baseline (pre-project) scenario will be defined, including an annual traffic ambient growth rate and the trip generation of nearby planned projects. KOA will obtain a list of pending projects from planning staff at the City.
- E. Any significant traffic impacts at the study intersections due to the project will need to be mitigated to a level of insignificance. Trip reduction measures or trip caps on the site (with potential future monitoring of the site) could be necessary as traffic mitigation. In cases where capacity increases are possible, KOA will analyze those sites that can be temporarily mitigated to a satisfactory level of service.

V/C ratios and level of service (LOS) values will be calculated for the mitigated locations. Physical mitigation measures will be evaluate at a conceptual engineering level, as necessary, but full construction plans would not be developed under this effort.

Traffic information will be developed that supports the City Transit-Oriented Development (TOD) program as it relates to the project location and its relationship to the planned Ala Moana light rail station.

- F. KOA will summarize the traffic data collection, traffic forecasts, and traffic analysis in draft and final versions of the traffic impact study report. The traffic analysis will be based on the traffic study guidelines and policies of the City, as applicable.

This scope of work assumes that up to three site visits, in-person meetings with the City, or public meetings could be necessary to complete the traffic report. General coordination with both the Client and the City via phone, email, etc. has been provided for separately within the scope of work.

Out of Scope Work

Services rendered for out-of-scope work will be billed based on a negotiated maximum fee basis. Out-of-scope work generally includes any requests for items not covered in the tasks defined in writing within this proposal and specifically includes the following:

- Payment of City review fees for traffic study scoping documents or any other traffic-related documents;
- Extra work effort required due to changes in the project description by the Client after KOA starts work;
- Analysis of additional study intersections or additional study roadway segments; or analysis of additional project scenarios or analysis baseline years.
- Analysis of available on-street parking and calculation of off-street project parking impacts;
- Surveys of trip generation or parking demand at the existing site or similar sites;
- Creation of a neighborhood traffic management plan for residential impacts, and any additional public meetings related to such an effort;
- Additional meetings and/or trips to the site or City, outside of the three trips identified; and
- Preparation of any site civil plans or off-site mitigation engineering/construction plans.

Schedule

KOA will begin coordination with the Client and City after receiving an executed agreement and the required deposit from the Client. A formal scoping document will be created within three business days, and then submitted to the Client for review and subsequently to the City.

KOA will complete the traffic study within five to six weeks from the receipt of comments from the City on the scoping document. Traffic counts that need to be collected will likely need to schedule for January, after traffic levels return to normal. The schedule may therefore need to be extended so that counts can be conducted after the Christmas and New Years holidays.

Fee Estimate

KOA will perform the work specified in the work scope above for the lump sum fee defined below.

TASK	FEE
Scoping and Coordination	\$ 2,000
Trip for Site and City Visit *	\$ 3,000
Traffic Counts	\$ 4,400
Impact Analysis	\$ 13,200
Meetings in Honolulu (up to 2) *	\$ 6,000
Technical Report	\$ 9,700
TOTAL	\$38,300

** Trip estimates based on anticipated costs. Trips will be invoiced on a time-and-materials basis if they exceed these estimates.*

KOA will bill the Client by task and the percent of effort complete for major task groups. The lump sum budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. Receipt of a signed copy of this proposal and the requested deposit by KOA authorizes us to begin work.

The work scope is considered complete upon receipt of the finalized report by the City. Any additional services requested after the defined tasks are complete will be considered as extra work and those fees will be negotiated prior to the start of work and will need to be secured in writing.

If the work described within this letter is not authorized in ninety days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 90 days due to any circumstances beyond the control of KOA, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

The proposal is valid for 30 days and is subject to a 5% annual adjustment. Also, any individual tasks that are not authorized within 30 days of the date of this proposal are also subject to fee adjustments.

Invoicing

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after 30 days. All work will be immediately stopped if any invoice is unpaid for 60 days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent per month and/or turned over to a collections agency at our discretion. In any lawsuit brought to enforce the terms of this contract, the prevailing party shall be entitled to their reasonable attorneys fees.

Indemnification

KOA Corporation and Hawaii Ocean Plaza LP (Client) each agree to indemnify and hold the other harmless from any and all losses, damages, awards, penalties or injuries or costs, including reasonable attorney's fees and cost of defense, which accrue or arise from or result by reason of a claim asserted by a third party which arises from any alleged breach of such indemnifying party's representations and warranties made under this Agreement or such

Termination

The Client or KOA may terminate this agreement by giving the other party ten days written notice of such termination. KOA shall receive fee payments from the Client proportionate to the services completed as of the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by KOA. All outstanding valid invoices shall be paid to KOA.

Insurance

KOA is fully able to meet the insurance requirements of projects of this type. The firm has coverage in the following areas: Professional Liability (\$1 million per claim, \$2 million aggregate), Automobile Liability (\$2 million) and General Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law.

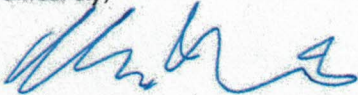
Project Manager

I am the proposed Project Manager for this project, but that may be subject to change. If you have any questions about this proposal and our scope of services, please contact us at (323) 260-4703.

Authorization

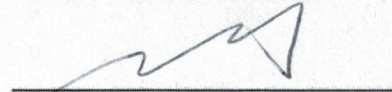
The signature below indicates acceptance of this proposal and authorization to proceed.

Sincerely,



Brian A. Marchetti, AICP
VP/Senior Transportation Planner
KOA CORPORATION

Hawaii Ocean Plaza LP (Client) has carefully reviewed this proposal and hereby authorizes KOA Corporation to commence work as indicated within the terms and conditions of this proposal.



Signature

Zhe Fang

Name (Please Print)

Manager

Title (Please Print)

10/29/2016

Date