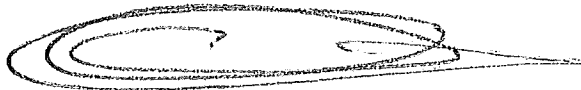


Application Submittal Checklist

The following items are required for submittal of the grant application. Please verify and check off that the items have been included in the application packet.

- 1) Hawaii Compliance Express Certificate (If the Applicant is an Organization)
- 2) Declaration Statement
- 3) Verify that grant shall be used for a public purpose
- 4) Background and Summary
- 5) Service Summary and Outcomes
- 6) Budget
 - a) Budget request by source of funds ([Link](#))
 - b) Personnel salaries and wages ([Link](#))
 - c) Equipment and motor vehicles ([Link](#))
 - d) Capital project details ([Link](#))
 - e) Government contracts, grants, and grants in aid ([Link](#))
- 7) Experience and Capability
- 8) Personnel: Project Organization and Staffing



January 19, 2024

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

DATE

**DECLARATION STATEMENT OF
APPLICANTS FOR GRANTS PURSUANT TO
CHAPTER 42F, HAWAII REVISED STATUTES**

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
 - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
 - c) Agrees not to use state funds for entertainment or lobbying activities; and
 - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.
- 2) If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is incorporated under the laws of the State; and
 - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided; and
- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
 - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
 - b) Has a governing board whose members have no material conflict of interest and serve without compensation.
- 4) The use of grant-in-aid funding complies with all provisions of the Constitution of the State of Hawaii (for example, pursuant to Article X, section 1, of the Constitution, the State cannot provide "... public funds ... for the support or benefit of any sectarian or nonsectarian private educational institution...").

Pursuant to Section 42F-103, Hawaii Revised Statutes, for grants used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

Kline-Welsh Behavioral Health Foundation

(Typed Name of Individual or Organization)

(Signature)

(Date)

Kevin Konishi

Administrator

(Typed Name)

(Title)



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: KLINE-WELSH BEHAVIORAL HEALTH FOUNDATION

Issue Date: 01/07/2024

Status: **Compliant**

Hawaii Tax#: [REDACTED]

New Hawaii Tax#:

FEIN/SSN#: XX-XXX9414

UI#: XXXXXX0815

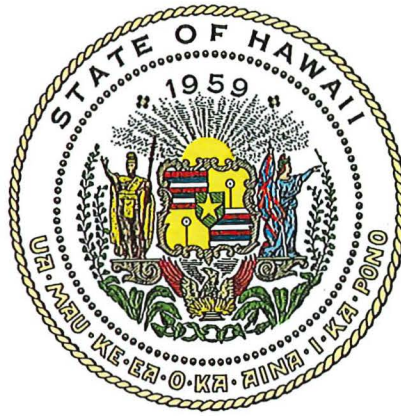
DCCA FILE#: 9109

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

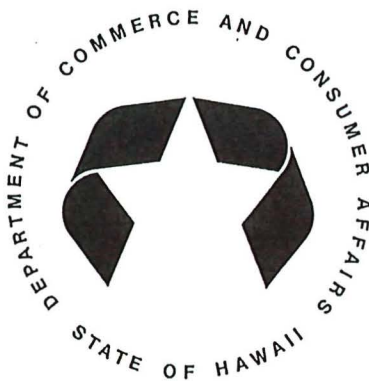
KLINE-WELSH BEHAVIORAL HEALTH FOUNDATION

was incorporated under the laws of Hawaii on 01/10/1961 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 12, 2024

Director of Commerce and Consumer Affairs





U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR

HOM-NO-62-10
IN REPLY REFER TO
~~Form 1041~~
Code 41A.2.009

Hawaii Alcoholism Foundation
P. O. Box 3045
Honolulu 2, Hawaii

PURPOSE
Charitable
FORM 990A REQUIRED
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ACCOUNTING PERIOD ENDING
December 31

Gentlemen:

Based upon the evidence submitted, it is held that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code, as it is shown that you are organized and operated exclusively for the purpose shown above. Any questions concerning taxes levied under other subtitles of the Code should be submitted to us.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code and are required to file Form 990-T for the purpose of reporting unrelated business taxable income. Any changes in your character, purposes or method of operation should be reported immediately to this office for consideration of their effect upon your exempt status. You should also report any change in your name or address. Your liability for filing the annual information return, Form 990A, is set forth above. That return, if required, must be filed after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such Act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office.

This is a determination letter.

Very truly yours,

V. M. Evans

V. M. Evans
District Director

Grant Application

The Kline-Welsh Behavioral Health Foundation Funding request to purchase Solar Photovoltaic System

Table of Contents

		Cover Page	1
I		Certification	
	1	Certificate of Compliance.....	2
	2	Declaration Statement.....	3
	3	Public Purpose Statement.....	4
		Application for Grants	
II		Background and Summary	5
III		Service Summary and Outcomes	6
IV		Financial	7
V		Experience and Capability	13
	1	Necessary Skills and Experience.....	13
	2	Facilities	
VI		Personnel: Project Organization and Staffing	
	1	Proposed Staffing, Staff Qualifications, Supervision and Training...	13
	2	Organization Chart.....	13
	3	Compensation.....	13
VII		Other	
	1	Litigation.....	14
	2	Licensure or Accreditation.....	14
	3	Private Educational Institutions	14
	4	Future Sustainability Plan	14

Statement on Public Purpose

§42F-102 Applications for grants. Requests for grants shall be submitted to the appropriate standing committees of the legislature at the start of each regular session of the legislature.

Each request shall state:

- (1) The name of the requesting organization or individual;
The Kline-Welsh Behavioral Health Foundation
- (2) The public purpose for the grant;
We are seeking funding to build a Commercial Kitchen located at the property we are leasing from the City at 524 Kaaahi Street.
- (3) The services to be supported by the grant;
The entire continuum of our Substance Abuse Treatment rehabilitative/clinical services will be supported by this Grant. Most notably, extensive job training for participants can help reduce recidivism.
- (4) The target group; and
We serve some of the most challenging cases in Hawaii. Individuals with generational maladaptation, extensive criminal histories, and chronic and severe substance abuse/mental health issues.
- (5) The cost of the grant and the budget. [L 1997, c 190, pt of §3; am L 2014, c 96, §6]
\$400,000

Grant Application Instructions Fiscal Year 2025 (July 1, 2024 to June 30, 2025)

- 1) Fill out the application form in its entirety.
- 2) Submit (1) completed original of the application via email to GIATestimony@capitol.hawaii.gov.
- 3) Applications should be:
 - a) Submitted as an attachment
 - b) Attachments should be a single consolidated file in PDF format.
 - c) Attachments should be named to include the legal name of the requesting organization, the underscore character (_), the total amount of funds requested without dollar sign nor commas, the underscore character (_), and whether the application is requesting operating or capital improvement project funds, accordingly: [name organization]_\$\$\$\$_OP/CIP.pdf. For example "Nonprofit X_100000_CIP" or "Nonprofit Y_5000_OP". The name of the organization in the file should match the name of the organization in the application. For organizations that start with the word "The", please name the file as such: "Nonprofit, The_12345_OP".
 - d) Email size including attachments should not exceed 150MB.
 - e) All signatures in the application must be executed by either signing and scanning a hard copy or via Adobe E-Sign to be considered a valid original of the application.
- 4) Applications may be submitted effective immediately. The deadline for receipt of applications is **January 19, 2024 at 4:30pm (HST)**.

Please contact the House Committee on Finance staff at 586-6200 or Senate Committee on Ways and Means staff 586-6800 if you have questions.

Your application will be posted on the Legislature's website.
Your federal and state tax id numbers on the cover page will be redacted.

Application for Grants

If any item is not applicable to the request, the applicant should enter "not applicable".

I. Certification – Please attach immediately after cover page

1. Hawaii Compliance Express Certificate (If the Applicant is an Organization)

If the applicant is an organization, the applicant shall submit one (1) copy of a Hawaii Compliance Express Certificate from the Comptroller of the Department of Accounting and General Services that is dated no earlier than December 1, 2023.

2. Declaration Statement

The applicant shall submit a declaration statement affirming its compliance with Section 42F-103, Hawaii Revised Statutes.

3. Public Purpose

The applicant shall specify whether the grant will be used for a public purpose pursuant to Section 42F-102, Hawaii Revised Statutes.

II. Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the request in such a way as to provide the State Legislature with a broad understanding of the request. Please include the following:

1. A brief description of the applicant's background;

The Kline-Welsh Behavioral Health Foundation (KWBHF) is the first Licensed Special Treatment Facility in the State of Hawaii, with a (51+) year history of providing qualitatively-proven and effective Substance Abuse Treatment Services for some of the Local Demographic that has been the most burdensome on the taxpayers of Hawaii: Severe Substance Abuse Issues, Chronically Homeless, Repeat Criminal Offenders, severe Mental Illness, and frequent users/abusers of the Medical System etc. We provide long-term rehabilitative services for Adults in need, regardless of their ability to pay for services, and have delivered millions of dollars worth of treatment for free to the people of our State.

2. The goals and objectives related to the request;

The goal of this request is to obtain funding to build out a much needed Commercial Kitchen at our current location (524 Kaaahi Street). The funds are needed to cover the remainder of the Process that includes Planning, to Permitting, to Purchasing, and Construction.

3. The public purpose and need to be served;

The purpose of building a Commercial Kitchen on-site is for the streamlined provision of meal services to our clients all on-site. That will allow for a significant reduction in our Meal costs since we currently do all food prep offsite and that money can be better used to improve actual Clinical Services. In addition, having an on-site Commercial Kitchen (like we had at our old location on Sand Island) allows us to provide valuable job readiness skills and training for our clients. This can reduce recidivism rates when utilized in a targeted manner.

4. Describe the target population to be served; and

The funding freed up would be utilized to serve all clients in our Long-Term Substance Abuse/Behavioral Health Treatment Program.

5. Describe the geographic coverage.

Oahu.

III. Service Summary and Outcomes

The Service Summary shall include a detailed discussion of the applicant's approach to the request. The applicant shall clearly and concisely specify the results, outcomes, and measures of effectiveness from this request. The applicant shall:

1. Describe the scope of work, tasks and responsibilities;

The steps to be taken are as follows:

- a) Secure funding for the Kitchen Project.
- b) Plans to be drafted by EH Designs and submitted for approval by the Department of Sanitation.
- c) Kitchen build to be completed by a Contractor that we select from a number of options.
- d) Begin utilizing our onsite Kitchen for meal prep and Job Readiness activities for our Clients.

2. Provide a projected annual timeline for accomplishing the results or outcomes of the service;

We project a period of approximately 1 year from the date of securing the entirety of funding to the completion of the Kitchen.

3. Describe its quality assurance and evaluation plans for the request. Specify how the applicant plans to monitor, evaluate, and improve their results; and

To gauge the Efficiency of the new Kitchen, we will see a reduction of kitchen staff hours (Overtime Pay) and monetary resources that have been diverted to meal prepping off-site. To gauge Effectiveness of the new Kitchen, we will see an increase in the number of Job Training hours provided to our clients. Both of these measures will be targeted for our Quarterly Quality Assurance Reporting.

4. List the measure(s) of effectiveness that will be reported to the State agency through which grant funds are appropriated (the expending agency). The measure(s) will provide a standard and objective way for the State to assess the program's

achievement or accomplishment. Please note that if the level of appropriation differs from the amount included in this application that the measure(s) of effectiveness will need to be updated and transmitted to the expending agency.

To reiterate what was stated above, we will measure the following:

- a) Cost for Meal Service with new Kitchen vs. meals prepped off-site.
- b) Number of Job Readiness training hours provided to the clients with new Kitchen vs. the off-site Kitchen rental.

IV. Financial

Budget

- 1. The applicant shall submit a budget utilizing the enclosed budget forms as applicable, to detail the cost of the request.
 - a. Budget request by source of funds ([Link](#))
attached
 - b. Personnel salaries and wages ([Link](#))
attached
 - c. Equipment and motor vehicles ([Link](#))
attached
 - d. Capital project details ([Link](#))
attached
 - e. Government contracts, grants, and grants in aid ([Link](#))
attached

- 2. The applicant shall provide its anticipated quarterly funding requests for the fiscal year 2025.

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Grant
\$400,000				

- 3. The applicant shall provide a listing of all other sources of funding that they are seeking for fiscal year 2025.
Not Applicable.

- 4. The applicant shall provide a listing of all state and federal tax credits it has been granted within the prior three years. Additionally, the applicant shall provide a listing of all state and federal tax credits they have applied for or anticipate applying for pertaining to any capital project, if applicable.
Not Applicable.

- 5. The applicant shall provide a listing of all federal, state, and county government contracts, grants, and grants in aid it has been granted within the prior three years and will be receiving for fiscal year 2025 for program funding.

\$250,000 GIA from the State awarded last year to build a Commercial Kitchen on-site. We have not yet accessed the funds and the amount would only cover a portion of what we need.

6. The applicant shall provide the balance of its unrestricted current assets as of December 31, 2023.
\$2,929,437.76

V. Experience and Capability

1. Necessary Skills and Experience

As the first Licensed Special Treatment Facility in the State of Hawaii, License STF #1, we have a (50+) year history of compliance with the applicable Federal, State and City and County Rules and Regulations governing the provision of these services. We have contracted with The Department of Health's Alcohol and Drug Abuse Division starting in 1970 and Have worked extensively with the Judiciary, Adult Client Services, Drug Court ,Family Drug Court and Mental Health Court since their inceptions. Since 1999, we have been working closely with The Adult Mental Health Division to provide Dual Diagnosis services to individuals with severe mental impairments with co-occurring substance abuse problems. We have been CARF Certified for Residential, Partial Hospitalization and Day Treatment since 2004 and have received a perfect score on a past monitoring.

2. Facilities

KWBHF is a licensed Special Treatment Facility and a CARF...the Rehabilitation Accreditation Commission accredited agency that meets the American Disability Act requirements. We have ADA-compliant rooms with wider doorways and larger shower areas as well as access to upper floors via chair-lift and elevator. KWBHF is a protected facility with access limited to a manned front office. We are licensed to provide Clinical Services for 123 Clients onsite and have over 50 years of experience providing Services for this Population. **The two biggest needs we have currently are a Commercial Kitchen and an enclosed Meeting Space that can accommodate 100+ Clients.**

VI. Personnel: Project Organization and Staffing

1. Proposed Staffing, Staff Qualifications, Supervision and Training

The applicant shall describe the proposed staffing pattern and proposed service capacity appropriate for the viability of the request. The applicant shall provide the qualifications and experience of personnel for the request and shall describe its ability to supervise, train and provide administrative direction relative to the request.

The Treatment Center is staffed 24 hours per day, 7 days per week, by clinical and medical support staff as well as security and maintenance personnel, to ensure the safety and availability of counseling services for our clients at all times. Our staffing patterns (staff to client ratios), staff qualifications, supervision, and training all follow the guidelines for State and National accreditation.

2. Organization Chart

As to the project that is specific to this GIA request, in addition to coordinating the design, planning and permitting process, EHA Design will also be responsible for construction management services. EHA Design's capabilities in this regard is enclosed as an attachment to this application. Additionally, the construction contractor will be selected through an open procurement process that will also be overseen by EHA Design to ensure for a cost-effective and time-efficient project."

3. Compensation

1. CEO/Clinical Director: \$226,800
2. Sr. Counselor/Lead Tech: \$122,583
3. Clinical Supervisor: \$89,111

VII. Other

1. Litigation

Not Applicable.

2. Licensure or Accreditation

The applicant shall specify any special qualifications, including but not limited to licensure or accreditation that the applicant possesses relevant to this request.

3. Private Educational Institutions

Not Applicable.

4. Future Sustainability Plan

The applicant shall provide a plan for sustaining after fiscal year 2024-25 the activity funded by the grant if the grant of this application is:

- (a) Received by the applicant for fiscal year 2024-25, but
- (b) Not received by the applicant thereafter.

The Grant is needed for the construction of a new Kitchen and once established, the cost to maintain it is well within our means. No special planning necessary.

BUDGET REQUEST BY SOURCE OF FUNDS

Period: July 1, 2024 to June 30, 2025

App

KWBHF

BUDGET CATEGORIES	Total State Funds Requested (a)	Total Federal Funds Requested (b)	Total County Funds Requested (c)	Total Private/Other Funds Requested (d)
A. PERSONNEL COST				
1. Salaries				
2. Payroll Taxes & Assessments				
3. Fringe Benefits				
TOTAL PERSONNEL COST				
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island				
2. Insurance				
3. Lease/Rental of Equipment				
4. Lease/Rental of Space				
5. Staff Training				
6. Supplies				
7. Telecommunication				
8. Utilities				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
TOTAL OTHER CURRENT EXPENSES				
C. EQUIPMENT PURCHASES			400,000	
D. MOTOR VEHICLE PURCHASES				
E. CAPITAL				
TOTAL (A+B+C+D+E)			400,000	
SOURCES OF FUNDING		Budget Prepared By:		
(a) Total State Funds Requested	400,000	Kevin Konishi		8,087,227,778
(b) Total Federal Funds Requested		Name (Please type or print)		Phone
(c) Total County Funds Requested		Signature of Authorized Official		Date
(d) Total Private/Other Funds Requested		Admin		
TOTAL BUDGET	400,000	Name and Title (Please type or print)		

BUDGET JUSTIFICATION - PERSONNEL SALARIES AND WAGES

Period: July 1, 2024 to June 30, 2025

KWBHF

POSITION TITLE	FULL TIME EQUIVALENT	ANNUAL SALARY A	% OF TIME ALLOCATED TO GRANT REQUEST B	TOTAL STATE FUNDS REQUESTED (A x B)
N/A				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL:				

BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1, 2024 to June 30, 2025

KWBHF

DESCRIPTION EQUIPMENT	NO. OF ITEMS	COST PER ITEM	TOTAL COST	TOTAL BUDGETED
N/A				
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL:				
JUSTIFICATION/COMMENTS:				

DESCRIPTION OF MOTOR VEHICLE	NO. OF VEHICLES	COST PER VEHICLE	TOTAL COST	TOTAL BUDGETED
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL:				
JUSTIFICATION/COMMENTS:				

BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2024 to June 30, 2025

KWBHF

FUNDING AMOUNT REQUESTED						
TOTAL PROJECT COST	ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		STATE FUNDS REQUESTED	OTHER SOURCES OF FUNDS REQUESTED	FUNDING REQUIRED IN SUCCEEDING YEARS	
	FY: 2022-2023	FY: 2023-2024	FY: 2024-2025	FY: 2024-2025	FY: 2025-2026	FY: 2026-2027
PLANS			46800			
LAND ACQUISITION			0			
DESIGN			0			
CONSTRUCTION			400000			
EQUIPMENT						
TOTAL:		250000	446,800			
JUSTIFICATION/COMMENTS:						

GOVERNMENT CONTRACTS, GRANTS, AND / OR GRANTS IN AID

App

KWBHF

Contracts Total:

250,000

	CONTRACT DESCRIPTION	EFFECTIVE DATES	AGENCY	GOVERNMENT ENTITY (U.S./State/Hawaii/ Honolulu/ Kauai/ Maui County)	CONTRACT VALUE
1	GIA	2023	State	State	250,000
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

1/19/23, 8:04 AM

Gmail - request please



Kevin Kon

request please

Chris Hong <chris@eha.design>
To: kevin <kline.welsh@gmail.com>
Cc: Ernie Martin <martin@leemartinhi.com>

Aloha Kevin,

Here is our proposal for design and construction administration services. Please review and questions. Please note that we are assuming structural engineering isn't necessary. If this is additional \$3,000-\$4,000. You might want to add this to your GIA grant.

In terms of the other budget items:

II. Construction - \$300k to \$400k (lower end assumes no pollution control unit, upper end as required).

III. Equipment - makeup air fan, exhaust fan/pollution control unit \$80k

Lastly, Can you please send over the drawings that we requested? Thank you.

[Quoted text hidden]



Kline Walsh Proposal.230110.pdf
730K



735 BISHOP ST, STE 230
HONOLULU, HI 96813
EHA.DESIGN

January 18, 2022

Kevin Konishi
Kline-Welsh Behavioral Health Foundation

Dear Kevin,

Thank you for the opportunity for English Hong Architecture proposal to provide Design Services for the kitchen renovation at 735 Bishop Street.

OVERVIEW:

Based on the site visit that occurred on Wednesday January 12, 2022, EHA understands that the Kline-Welsh Behavioral Health Foundation would like to install a new commercial hood for in their existing kitchen. The client has a commercial cooking stove that has yet to be replaced due to a lack of commercial hood and fire protection. The existing kitchen has a three compartment sink, handwashing sink, and an additional sink that is installed and working. There is a grease trap connected to the three compartment sink. EHA has been asked to design and install a new hood so the new stove can be installed and used. The new hood will require an exhaust duct that will need to be fire rated and routed to the exterior. Sprinkler heads will also be needed in the new hood. EHA will provide architectural and engineering services to ensure the new hood and the grill is able to be approved for use.

SCOPE OF WORK, DESIGN PHASES:

This fee proposal is divided into several phases, the description of each phase, as well as the estimated duration and fee associated with each phase are listed below.



735 BISHOP ST, STE 230
HONOLULU, HI 96813
EHA.DESIGN

- EHA will meet with the KWBHF two times during this phase: layout and overall scope of the project.

CONSTRUCTION DOCUMENTS and PERMITTING:

Estimated Duration: 2 Months + Permit Processing time (12+
Fee for Construction Documents: \$19,740.00 plus G.E.T.

During this timeframe:

- EHA will progress the set of drawings to a permit set level 95% complete.
- We anticipate meeting with the KWBHF two times during go over progress sets and to ask and answer questions as progresses.
- Once the permit set of drawings has been approved, EHA will submit building permit either online or through a third-party permit reviewer.
- EHA will answer any comments and/or questions that arise during the building permit application process and resubmit as needed.

We anticipate the permit drawings to take roughly two months and will end with EHA submitting for a building permit. EHA will be submitting to a third-party plan reviewer but the choice is up to you. There will be an additional fee for using the third-party reviewer but some time saved during the permitting process.

BIDDING AND NEGOTIATION:

Estimated Duration: 3 Months (Bidding can occur concurrent with end of permitting)
Fee for Bidding: \$2,000.00 plus G.E.T.

During this phase, EHA will complete the additional information required for the bidding process, including the preparation of drawings and specifications.



735 BISHOP ST, STE 230
HONOLULU, HI 96813
EHA.DESIGN

CONSTRUCTION ADMINISTRATION:

Estimate Duration: Estimated construction timetable to be 1
Estimated Fee for Construction Administration: \$7,840.00 plus

EHA will perform construction administration services typical role as it relates to the owner-contractor agreement.

These services will include:

- Attend weekly Owner, Architect, Contractor (OAC) meetings
- EHA to provide feedback to meeting agendas and minutes
- EHA will review material provided by the general contractor
 - Weekly rolling 3 week look-ahead schedules.
 - Schedule to completion.
 - Schedule of values.
- Review with timely responses to RFIs and submittals from contractor
- EHA will review monthly pay application and certification
- Site walk(s) with contractor to certify "Substantial Completion"
- approve the final Punchlist.
- Tracking Punchlist progress to final completion.
- Final Pay Application Review.
 - Punchlist completion verification.
 - Verification of any and all Warranties, Product Manuals, Reports, "As-Built" Drawings, etc. as stipulated in the specifications or drawings in the contract.

ASSUMPTIONS:

- Renderings will be provided to convey the design intent and material selection and spatial qualities. Life-like rendering



735 BISHOP ST, STE 230
HONOLULU, HI 96813
EHA.DESIGN

Please refer to the General Terms and Conditions and the 2 rate chart for additional information.

Thank you for this opportunity to submit this proposal. Please to call me if you have any questions.

Sincerely,
English Hong Architecture

Chris Hong, AIA NCARB LEED AP
Principal
C: (808)341-3781
chris@eha.design

NOTICE TO PROCEED:

We agree to the terms of this proposal and authorize ENGLISH HONG ARCHITECTURE to proceed with the work outlined in the proposal.

Signature

Date

Print Name

Its

EH ARCHITECTURE
2023 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL	\$200 / HR
PROJECT MANAGER	\$180 / HR
PROJECT ARCHITECT	\$160 / HR
ARCHITECT 1	\$140 / HR
ARCHITECT 2	\$120 / HR
TECHNICIAN	\$ 100 / HR
ADMIN	\$ 75 / HR

THE ABOVE HOURLY RATES ARE VALID THROUGH DECEMBER :
HAWAII STATE GENERAL EXCISE TAX IS IN ADDITION TO HOURLY

EH ARCHITECTURE

2023 General Terms and Conditions

General Obligations of the Architect and the Client

EH Architecture (E H A) and its retained consultants on this project, shall perform the services in the attached Letter Agreement and as detailed in these terms and conditions. EHA shall apply the skill and care customarily exercised by architects at the time the services are rendered. No other warranty, expressed or implied, is made or intended in this agreement. The Client shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a single representative to act with authority on their behalf in all aspects of the project.

General Exclusions to Scope of Work

- Planning entitlements required of any agency having jurisdiction over the work.
- Traffic reports or studies, geotechnical reports, soils testing, surveying, etc. required for the project, the project site or surrounding areas that may be required. Services not included in this contract, shall be separate from this contract and will be contracted by their respective owners.
- Archeological investigations, hazardous materials investigations, reports, documentation, and remediation.
- Construction cost estimates.
- Permit fees and or special inspection fees required by authorities having jurisdiction over the project.
- Any efforts required to correct or modify the design or documentation due to unforeseen and unknown conditions.
- All Value Engineering (VE) and/or redesign efforts after approved phases of work.
- Formal presentations required by agencies having jurisdiction over the project, including the preparation for such presentations.
- Professional renderings, video animations or other special graphic presentations.
- Site and/or building signage design, permitting and installation, including construction of promotional signs.

Access to The Site

EHA shall have access to the site for activities required for the performance of the project. If demolition is approved by the Client to establish existing conditions, EHA will use reasonable precautions to minimize damage due to these activities, but assume no liability for restoration of any resulting damage to the premises due to requirements of the project or existing conditions.

Billing/Payments

Unless otherwise defined, EHA billings shall be submitted on a monthly basis. Invoices

Indemnification

The Client shall indemnify and hold harmless EHA and all of its personnel from all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of the performance of the services provided that any such claims, damage, loss or expense is or in part by the negligent act or omission and/or strict liability of the Client, anyone employed by the Client (except EHA) or anyone whose acts by any of them may be liable. The rehabilitation of existing building requires that certain assumptions be made regarding the building and because some of these assumptions may not be verifiable without expending additional money or destroying otherwise adequate and serviceable portions of the building, the Client agrees to indemnify and hold harmless EHA and all of its personnel from and against all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of the professional services provided under this agreement.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and EHA, unless otherwise stated in contract terms, risks have been allocated so that the Client shall bear the fullest extent permitted by law, the total liability, in the aggregate, of EHA, its directors, partners, employees, agents, and subconsultants, to Client, and anyone acting through, or under Client for any claims, losses, costs, or damages whatsoever resulting from or in any way related to this Project or Agreement from any cause, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed one half of the total compensation payable to EHA or \$250,000, whichever is lesser.

Termination of Services

This agreement may be terminated upon 7 days written notice by either party should the Client fail to perform his obligations. In the event of termination, the Client shall pay EHA for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses. The Client shall be responsible for receiving invoices from vendors and consultants, it may up to 60 days following the termination to identify all final expenses.

Ownership of Documents

All documents including calculations, computer files, drawings and sketches prepared by EHA under this agreement are instruments of professional service intended for the one-time use on this project. They are, and shall remain, the property of EHA at all times. Any reuse or reproduction of these documents without the explicit written approval by EHA is prohibited.