

Grant Application

The Kline-Welsh Behavioral Health Foundation Funding request to build an on-site Commercial Kitchen

Table of Contents

| | | | |
|-------------|----------|--|-----------|
| | | Cover Page..... | 1 |
| | | | |
| | | Application Checklist..... | 2 |
| | | | |
| | | Application for Grants..... | |
| I | | Certification..... | 3 |
| | 1 | Certificate of Good Standing..... | 4 |
| | 2 | Declaration Statement..... | 5 |
| | 3 | Public Purpose Statement..... | 6 |
| | | | |
| II | | Background and Summary..... | 7 |
| | | | |
| III | | Service Summary and Outcomes..... | 8 |
| | | | |
| IV | | Financial..... | 9 |
| | | | |
| V | | Experience and Capability..... | |
| | 1 | Necessary Skills and Experience..... | 15 |
| | 2 | Facilities | 15 |
| | | | |
| VI | | Personnel: Project Organization and Staffing | |
| | 1 | Proposed Staffing, Staff Qualifications, Supervision and Training... | 16 |
| | 2 | Organization Chart..... | 16 |
| | 3 | Compensation..... | 16 |
| | | | |
| VII | | Other | |
| | 1 | Litigation..... | 17 |
| | 2 | Licensure or Accreditation..... | 17 |
| | 3 | Private Educational Institutions | 17 |
| | 4 | Future Sustainability Plan | 17 |
| | | | |
| VIII | | ATTACHMENTS..... | |
| | 1 | CARF Accreditation..... | 19 |
| | 2 | Contractor Proposal..... | 20 |

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) Certificate of Good Standing (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



AUTHORIZED SIGNATURE

KEVIN FOWLESHI / ADMIN.

PRINT NAME AND TITLE

1.19.23

DATE

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. Certificate of Good Standing (If the Applicant is an Organization)

If the applicant is an organization, the applicant shall submit one (1) copy of a certificate of good standing from the Director of Commerce and Consumer Affairs that is dated no earlier than December 1, 2022.

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.



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 05, 2023

Director of Commerce and Consumer Affairs

**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)

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 out a Commercial Kitchen on-site.
- (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. We need this kitchen to provide cost-effective meal services at this Location (like we did when we were located on Sand Island Road) and give our Clients invaluable real-world Job Training that can be immensely beneficial when they transition back into the mainstream workforce.
- (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]
\$446,800

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 entirety of the Process from Planning, to Permitting, to Purchasing, and through 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 new Commercial Kitchen would be utilized to serve all clients in our Long-Term Substance Abuse 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 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 2024.

| Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Total Grant |
|-----------|-----------|-----------|-----------|-------------|
| \$446,800 | | | | |

3. The applicant shall provide a listing of all other sources of funding that they are seeking for fiscal year 2024.

N/A

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.

N/A

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 2024 for program funding.

*see "Page 10" Form

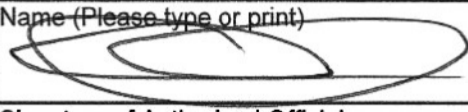
6. The applicant shall provide the balance of its unrestricted current assets as of December 31, 2022.

\$2,929,437.76

BUDGET REQUEST BY SOURCE OF FUNDS

Period: July 1, 2023 to June 30, 2024

Applicant: _____ 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 | | | | |
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| TOTAL OTHER CURRENT EXPENSES | | | | |
| C. EQUIPMENT PURCHASES | | | | |
| D. MOTOR VEHICLE PURCHASES | | | | |
| E. CAPITAL | 446,800 | | | |
| TOTAL (A+B+C+D+E) | | | | |
| SOURCES OF FUNDING | | Budget Prepared By: | | |
| (a) Total State Funds Requested | 446,800 | Kevin Konishi | (808)841-3915 | |
| (b) Total Federal Funds Requested | 0 | Name (Please type or print) | | Phone |
| (c) Total County Funds Requested | 0 |  | | 44,945 |
| (d) Total Private/Other Funds Requested | 0 | | | Signature of Authorized Official |
| TOTAL BUDGET | 446,800 | Kevin Konishi/ Administrator | | |
| | | Name and Title (Please type or print) | | |

BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1, 2023 to June 30, 2024

Applicant: Kline-Welsh Behavioral Health Found

| 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, 2023 to June 30, 2024

Applicant: 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: 2021-2022 | FY: 2022-2023 | FY: 2023-2024 | FY: 2023-2024 | FY: 2024-2025 | FY: 2025-2026 |
| PLANS | 0 | 0 | 46800 | | | |
| LAND ACQUISITION | | | 0 | | | |
| DESIGN | | | included with plans | | | |
| CONSTRUCTION | | | 400000 | | | |
| EQUIPMENT | | | | | | |
| TOTAL: | | | 446,800 | | | |
| JUSTIFICATION/COMMENT Necessary to improve Clinical Services. | | | | | | |

GOVERNMENT CONTRACTS, GRANTS, AND / OR GRANTS IN AID

Applicant: Kline-Welsh Behavioral Health Foundation

Contracts Total: 9,854,000 -

| | CONTRACT DESCRIPTION | EFFECTIVE DATES | AGENCY | GOVERNMENT ENTITY (U.S./State/Hawaii/Honolulu/ Kauai/ Maui County) | CONTRACT VALUE |
|----|--|------------------------|-------------------------|---|-----------------------|
| 1 | Residential/Partial IOP for Adults Male and Female | dissolved 10/21 | Alcohol Drug Abuse Div. | State | 1,650,000 |
| 2 | | 7/1/15 | Judiciary Probation | State | 480,000 |
| 3 | | 7/1/15 | Drug Court | State | 130,000 |
| 4 | | 7/1/15 | Veterans Court | State | 56,000 |
| 5 | | 10/1/11 | Federal Probation | Federal | 720,000 |
| 6 | | 3/1/95 | HMSA-Med Quest | Insurance | 3,700,000 |
| 7 | | 1/1/15 | Aloha Care | Insurance | 580,000 |
| 8 | | 10/16 | United Health Care | Insurance | 315,000 |
| 9 | | 4/17 | Ohana Health Plan | Insurance | 740,500 |
| 10 | | 1960 | Dept./Human Services | Gen.Asst./SNAP | 1,464,000 |
| 11 | | 2/1/22 | Mental Health Court | State | 18,500 |
| 12 | | | | | |
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V. Experience and Capability

1. Necessary Skills and Experience

The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the request. State your experience and appropriateness for providing the service proposed in this application. The applicant shall also provide a listing of verifiable experience of related projects or contracts for the most recent three years that are pertinent to the request.

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

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the request. If facilities are not presently available, describe plans to secure 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

The applicant shall illustrate the position of each staff and line of responsibility/supervision. If the request is part of a large, multi-purpose organization, include an organization chart that illustrates the placement of this request.

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

The applicant shall provide an annual salary range paid by the applicant to the three highest paid officers, directors, or employees of the organization by position title, not employee name.

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

VII. Other

1. Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgement. If applicable, please explain.

The United States Department of Labor is investigating the Organization's wage and hour employment practices for compliance with the Federal Labor Standards Act. The investigation covers but is not limited to: practices such as tracking of work hours, payroll compensation, and recordkeeping. We do not have knowledge of the incident that prompted the investigation, though we suspect that it was prompted by a complaint from a former employee. It should be noted that this investigation has not affected SDTC's ability to continue its mission of providing substance abuse treatment services for our State's most challenged populations as while we have advised all of our partner/funding agencies of this DOL investigation, all have continued to fund and/or refer their clientele to our programs.

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.

*see attached CARF Accreditation Letter

3. Private Educational Institutions

The applicant shall specify whether the grant will be used to support or benefit a sectarian or non-sectarian private educational institution. Please see Article X, Section 1, of the State Constitution for the relevance of this question.

The grant will NOT be used to support or benefit any private educational institution.

4. Future Sustainability Plan

The applicant shall provide a plan for sustaining after fiscal year 2023-24 the activity funded by the grant if the grant of this application is:

(a) Received by the applicant for fiscal year 2023-24, 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.

January 8, 2020

Kevin Konishi, CSAC
Kline-Welsh Behavioral Health Foundation
12-40 Sand Island Parkway
Honolulu, HI 96819

Dear Mr. Konishi:

It is my pleasure to inform you that Kline-Welsh Behavioral Health Foundation has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Day Treatment: Integrated: AOD/MH (Adults)
Partial Hospitalization: Integrated: AOD/MH (Adults)
Residential Treatment: Integrated: AOD/MH (Adults)

This accreditation will extend through December 31, 2022. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of conformance to standards.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A Quality Improvement Plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 90 days to retain accreditation. The QIP form is posted on Customer Connect (customerconnect.carf.org), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Communication of the accreditation to your referral and funding sources, the media, and local and federal government officials can promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Vidal Ramirez by email at vramirez@carf.org or telephone at (888) 281-6531, extension 7131.



Kevin Konishi <kline.welsh@gmail.com>

request please

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

Wed, Jan 18, 2023 at 2:33 PM

Aloha Kevin,

Here is our proposal for design and construction administration services. Please review and let me know if you have any questions. Please note that we are assuming structural engineering isn't necessary. If this is needed it will be an 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 assumes pollution control unit is 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 (EHA) to submit a proposal to provide Design Services for the kitchen renovation at 524 Kaaahi Street.

OVERVIEW:

Based on the site visit that occurred on Wednesday January 4th, EHA understands that the Kline-Welsh Behavioral Health Foundation (KWBHF) would like to install a new commercial hood for in their existing kitchen space. The client has a commercial cooking stove that has yet to be installed due to a lack of commercial hood and fire protection. The existing kitchen has a three compartment sink, handwashing sink, and an additional sink already installed and working. There is a grease trap connected to the existing 3 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 above the roof. Fire sprinkler heads will also be needed in the new hood. EHA will provide architectural and engineering services to ensure the new hood is installed 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 that phase are listed below.

DESIGN DEVELOPMENT:

Estimated Duration: 2 Months

Fee for Design Development: \$13,220.00 plus G.E.T.

During this timeframe:

- EHA will conduct site visits with the engineers to verify existing conditions.
- EHA will create electronic CAD backgrounds for use by the design team based on existing drawings provided by KWBHF.
- EHA will produce an initial layout for discussion and approval by the client.



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

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

CONSTRUCTION DOCUMENTS and PERMITTING:

Estimated Duration: 2 Months + Permit Processing time (12+ months)
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 which is roughly 95% complete.
- We anticipate meeting with the KWBHF two times during this time frame to go over progress sets and to ask and answer questions as the drawing set progresses.
- Once the permit set of drawings has been approved, EHA will submit for a building permit either online or through a third-party permit reviewer.
- EHA will answer any comments and/or questions that arise from the building permit application process and resubmit as necessary.

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

BIDDING AND NEGOTIATION:

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

During this phase, EHA will complete the additional information within the set of drawings to be bid on by several contractors. EHA will assist KWBHF in sending the set out to qualified bidders

During this timeframe:

- Conduct a bidding process to select the contractor(s).
- Send out a Bid Package to selected contractors
- Answer clarifying questions to interested contractors.
- Revise drawings based on clarification needed to complete the bids
- Review submitted construction bids and provide a recommendation (final selection will be by KWBHF).
- Work with KWBHF and selected contractor to finalize a standard owner-contractor agreement.



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

CONSTRUCTION ADMINISTRATION:

Estimate Duration: Estimated construction timetable to be three (3) months
Estimated Fee for Construction Administration: \$7,840.00 plus G.E.T.

EHA will perform construction administration services typical to an architect's 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 meeting 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 the contractor(s).
- EHA will review monthly pay application and certifications.
- Site walk(s) with contractor to certify "Substantial Completion" and 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, Engineering 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 in regard to material selection and spatial qualities. Life-like renderings are not included in the scope of work.
- Digital files of the existing building will be provided by the owner.
- EHA assumes no structural engineering is necessary. If structural supports need to be engineers, structural engineer services can be provided for an additional fee of \$3,000 - \$4,000 plus G.E.T.

COMPENSATION FOR PROFESSIONAL SERVICES:

EHA will perform the work described above on a lump sum of **Forty-Two Thousand Eight Hundred Dollars (\$42,800.00)** plus GET (4.712%), is based the **Scope of Work and Assumptions outlined above. Any work not specifically**



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

Please refer to the General Terms and Conditions and the 2022 EHA hourly rate chart for additional information.

Thank you for this opportunity to submit this proposal. Please do not hesitate 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 this 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 31, 2023.
HAWAII STATE GENERAL EXCISE TAX IS IN ADDITION TO HOURLY RATES.

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 as outlined in the attached Letter Agreement and as detailed in these terms and conditions. In rendering these services, EHA shall apply the skill and care customarily exercised by architects at the time and place the services are rendered. No other warranty, expressed or implied, is made or intended by this proposal or 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 with respect to all aspects of the project.

General Exclusions to Scope of Work

- Planning entitlements required of any agency having jurisdiction over the work of this project.
- Traffic reports or studies, geotechnical reports, soils testing, surveying, etc. relating to the project, the project site or surrounding areas that may be required. Services of this nature, if required, shall be separate from this contract and will be contracted by their provider directly to the owner.
- Archeological investigations, hazardous materials investigations, reports, documentation, or 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 efforts required to prepare for such presentations.
- Professional renderings, video animations or other special graphic presentation media.
- Site and/or building signage design, permitting and installation, including construction or promotional signs.

Access to The Site

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

Billing/Payments

Unless otherwise defined, EHA billings shall be submitted on a monthly basis. Invoices are payable upon receipt and payment shall be rendered to EHA within 30 days. Payments not received within 45 days of the invoice date shall be considered past due and are subject to accrued interest at a rate of 1.0% per month (12% annum). If any account remains unpaid 180 days after the initial billing, the client shall pay the costs of collection, including but not limited to reasonable attorney fees. Reimbursable expenses shall be invoiced at 1.10 times the cost to EHA.

Additional Services

Additional services are services requested by the Client or required by specific project circumstances. Additional services shall not be performed without prior agreement between the Client and EHA. Fees for additional services may be proposed on a fixed fee basis based on a predefined scope of work, or, when the scope of work is not clear services may be proposed on an hourly basis per standard hourly rates in effect at the time services are performed.

Indemnification

The Client shall indemnify and hold harmless EHA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except EHA) or anyone whose acts by any of them may be liable. Remodeling and/or rehabilitation of existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate and serviceable portions of the building, the Client agrees that, except for negligence on the part of EHA, the client shall 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, or unless otherwise stated in contract terms, risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the total liability, in the aggregate, of EHA and its Officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, 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 received by 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 other 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. Due to delays in receiving invoices from vendors and consultants, it may up to 60 days following the date of termination to identify all final expenses.

Ownership of Documents

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