Surveying the Hawaiian Islands

August 10, 2016

California Investment Regional Center LLC USA Realty Construction Group Inc. 9911 Valley Blvd. El Monte, CA 91731

Attention: Mr. Jay Fang

Subject: Topographic Survey

Parcels 18, 19, 20 - Kapiolani Blvd.

TMK: (1) 2-3-16: 18-20 Island of Oahu, Hawaii

via email

As requested, Ace Land Surveying LLC (Ace) submits its proposal to provide professional services for a topographic survey at the subject parcels.

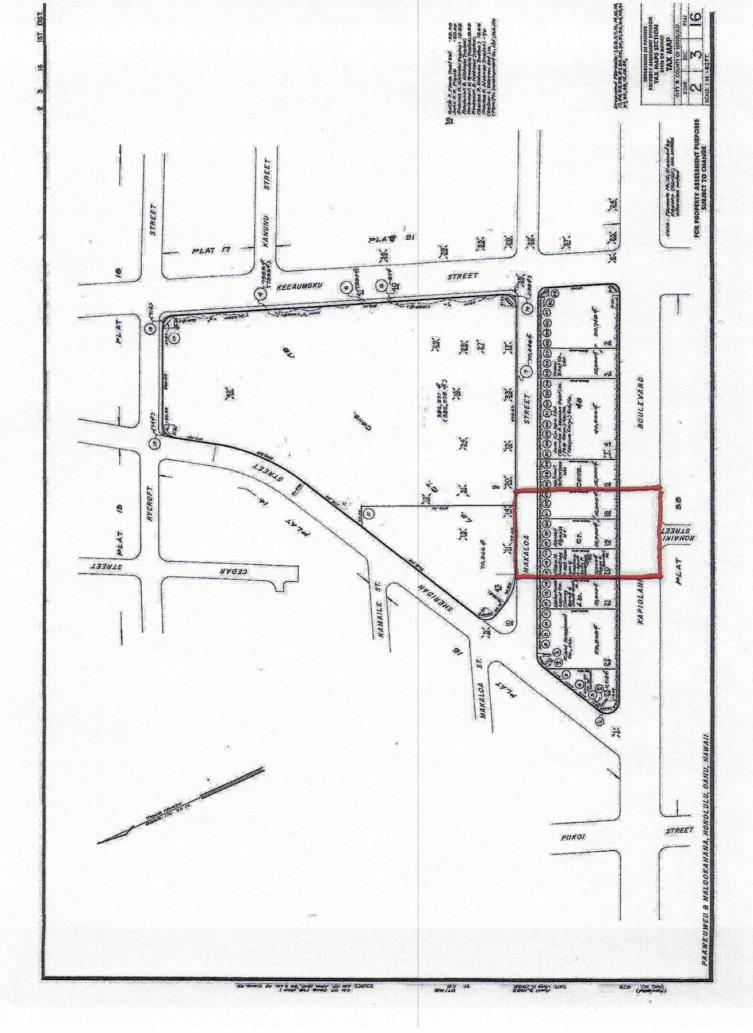
SCOPE OF WORK

- A. Provide survey crew to topo the subject parcels as requested by the client as shown on the map attached outlined in red.
- B. Limits of survey shall extend into the road right of ways on both sides of the subject parcels.
- C. Topo shall include any improvements and utilities within this scope of work. Any available as-builts or construction drawings should be submitted to Ace for its use for underground connections. If no plans are available, only utilities visible at surface level and underground connections obtainable by the field crew shall be shown.
- D. Boundary lines and any pertinent easements shall be shown.
- E. Drawing shall be plotted at 20 scale with 2 ft. contour intervals.
- F. Upon completion, a cad drawing file shall be submitted to the client in a compatible version.

II. COMPENSATION

For the services described above, the proposed lump sum fee is \$13,800.00.

This proposal, which will be held firm for 30 days from date of this letter, includes all labor, materials, supplies, equipment, overhead, profit and taxes required to complete the work.



III. TIME OF PERFORMANCE

Upon acceptance of this proposal and written authorization to proceed, the survey should be completed within 5-6 weeks thereafter.

IV. OTHER MATTERS

- A. <u>Termination of Work</u>. It is mutually agreed that the services may be terminated by either party by seven days written notice to the other at any time for any substantial failure to perform by the other party or by mutual agreement. Within a reasonable time after termination not to exceed 60 days, Ace shall be paid for work due to date of termination according to the work completed.
- B. Retainer and Periodic Billings. To commence services, Ace will require a retainer of \$1,500.00, which will be credited to the final billing for services. During the progress of the work, payment shall be made on the basis of work completed and vouchers presented. A service charge of 1 percent per month will be applied on any unpaid balance remaining after 60 calendar days of original billing date.
- C. <u>Insurance</u>. Ace shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of its services under this agreement.
- D. <u>Professional Liability Insurance</u>. Ace shall secure and maintain insurance covering it and its employees or agents for liability arising out of errors, omissions or negligence in the performance of services under this agreement.
- E. <u>Successors and Assigns</u>. Client and Ace each binds itself and its partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither Client nor Ace shall assign, sublet or transfer its interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

We appreciate the opportunity of working with you on this project. If this proposal is acceptable, the services may be authorized by signing in the space provided below and returning one copy for our files with retainer check of \$1,500.00 made out to Ace Land Surveying LLC.

Very truly yours,

Kevin K. Kea, PLS

President

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Date:	(0/111	12-16