

## CONSULTANT AGREEMENT

TO: Gentry Builders, LLC  
733 Bishop Street, Suite 1400  
Honolulu, HI 96813

DATE: January 10, 2024  
PROJECT NO.: P24-004  
PROJECT NAME: Ka'ulu by Gentry ASTC-AIIC  
Testing

ATTENTION: Jason McCullough

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This document and attachments thereto, if any, is the Agreement between Gentry Builders, LLC (Client) and D. L. Adams Associates, Inc. (Consultant) concerning the services Consultant is to provide for this project in accordance with the "scope of work" described in the attached proposal. Both parties acknowledge and agree that the attached Proposal and the Standard Terms and Conditions are made a part of this Agreement.

It is understood that the services provided by Consultant to Client will consist of the following selected items.

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|---|---|
| <input type="checkbox"/> Consultation with architect and/or other project consultants | <input type="checkbox"/> Shop drawing review        |
| <input type="checkbox"/> Preparation of drawings and/or sketches                      | <input type="checkbox"/> As-built drawings          |
| <input type="checkbox"/> Acoustical analysis  | <input type="checkbox"/> Feasibility study          |
| <input type="checkbox"/> Development of recommendations                               | <input type="checkbox"/> Specifications             |
| <input checked="" type="checkbox"/> Surveys and/or testing                            | <input type="checkbox"/> Construction observation   |
| <input checked="" type="checkbox"/> Noise and/or vibration measurements               | <input checked="" type="checkbox"/> Test reports    |
| <input type="checkbox"/> Design analysis  | <input type="checkbox"/> Other ( <i>See Below</i> ) |
| <input type="checkbox"/> Cost estimates   |   |

The amount to be paid to Consultant for these agreed upon services is \$10,300.00 which is a lump-sum fee for labor, including expenses incurred by Consultant in performing this work, if any.

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Special Conditions of this Agreement and attachments which are a part of this Agreement:

Proposal Dated: January 10, 2024  
Standard Terms and Conditions

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If this Agreement meets with your approval, please sign and send us a copy for our files along with the retainer in the amount of \$1,000.00.

Receipt of the signed Agreement will be our notice to proceed with this work.

Consultant:

Client:

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Name, Title

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Signature

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Print Name and Title

Date: \_\_\_\_/\_\_\_\_/2024

## STANDARD TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED** – Signing the Consultant Agreement or accepting the attached Proposal for Professional Services shall be construed as authorization by CLIENT for D. L. Adams Associates, Inc. (hereafter referred to as CONSULTANT), to proceed with the work in accordance with the terms and conditions set forth in the Consultant Agreement, the Proposal and these terms and conditions.
2. **DIRECT EXPENSES** – In addition to the fees for services, CLIENT agrees to pay CONSULTANT's Direct Expenses, which shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at CONSULTANT's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, telephone, plotting, printing and binding charges. Such Direct Expenses are included in the agreed upon fee.
3. **OUTSIDE SERVICES** – When technical or professional services are furnished by an outside source, as pre-approved by CLIENT, an additional amount of 10% shall be added to the cost of these services for CONSULTANT's administrative costs.
4. **COST ESTIMATES** – Any cost estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids or actual construction costs will not vary from these cost estimates.
5. **PROFESSIONAL STANDARDS** – CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional consultants in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CONSULTANT makes no other warranty, expressed, implied or of fitness for a particular purpose.
6. **TERMINATION** – Either CLIENT or CONSULTANT may terminate this Agreement by giving 30 days' prior written notice to the other party. In such event, CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. In any event, this Agreement shall terminate upon completion of all applicable requirements of this Agreement.
7. **DISPUTE RESOLUTION** – If a dispute arises relating to the obligations of either party under, or the interpretation of any provision of, the Consultant Agreement and cannot be settled through negotiation, the parties agree to first attempt, in good faith, to resolve the dispute by mediation through the American Arbitration Association under its commercial mediation rules or through a similar mediation service, before resorting to litigation. The costs of mediation shall be borne equally between the parties.
8. **LEGAL EXPENSES** – In the event legal action is brought by either party to enforce any obligation or interpret any provision of the Consultant Agreement including all attachments and exhibits, the prevailing party shall be entitled to receive from the other party its reasonable attorney fees in addition to any other relief to which that party may be entitled.
9. **PAYMENT TERMS** – Monthly invoices will be issued by CONSULTANT for all work performed under this Agreement. Invoices are due and payable 30 days after the invoice date. CLIENT understands and agrees that a late fee of 1.5% per month at an annual rate of 18% will be charged and paid by CLIENT on all past-due amounts. If an invoice is more than 90 days past due and CONSULTANT hires an attorney or collection agency to enforce collection and or enforce its mechanics' lien rights, CLIENT agrees to pay all costs of collection, including but not limited to, reasonable attorney fees incurred by CONSULTANT, whether suit is filed or a settlement made. If CLIENT and CONSULTANT agree to enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid fees on any past-due invoice, CONSULTANT may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1.5% per month.
10. **LIMITATION OF LIABILITY** – CONSULTANT's liability to the CLIENT for any damage or cause or combination of damages or causes is, in the aggregate, limited to an amount no greater than the fee paid under this Agreement.
11. **ADDITIONAL SERVICES** – Services in addition to those specified in the Consultant Agreement or Proposal will be provided by CONSULTANT if authorized in writing by CLIENT. Additional services will be paid for by CLIENT according to the terms and conditions set forth herein or as otherwise set forth in writing and signed by both parties.
12. **TERMINATION FOR NON-PAYMENT OF FEES** – CONSULTANT may terminate this Agreement by giving written notice to CLIENT if any invoice remains unpaid for more than sixty (60) days. CONSULTANT's right to terminate this Agreement shall not be waived by CONSULTANT's continued performance.

**In case any one or more of the provisions contained in these Standard Terms and Conditions shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the Consultant Agreement shall remain in full force and effect.**