



IN REPLY REFER TO:
CMS-APMM922-00003

HONOLULU AUTHORITY for RAPID TRANSPORTATION

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EXECUTIVE DIRECTOR AND CEO

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October 31, 2012

Mr. Norman Kawachika
Vice President
SSFM International
501 Sumner Street, Suite 620
Honolulu, Hawaii 96817

Dear Mr. Kawachika:

Subject: Honolulu Rail Transit Project
HDOT Design Review, Contract No. SC-HRT-1200077
Amendment No. 1

The Honolulu Authority for Rapid Transportation has executed Amendment No. 1 for Contract No. SC-HRT-1200077, HDOT Design Review for the Honolulu Rail Transit Project. A copy of the document is enclosed for your files.

We look forward to continuing working with you on this project. If you have any questions, please contact Mr. Darin Mar at (808) 768-8353.

Sincerely,

DANIEL A. GRABAUSKAS
Executive Director and CEO

Enclosure

cc: Mr. Darin Mar

dc (M. Shigemura)

**HONOLULU RAIL TRANSIT PROJECT
CONTRACT NO. SC-HRT-1200077
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 is entered into and effective OCT 31 2012, 2012 (this "Amendment No. 1"), by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, State of Hawaii, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813, hereinafter referred to as "HART", and SSFM INTERNATIONAL, INC., a corporation incorporated in the State of Hawaii, whose place of business and mailing address is 501 Sumner Street, Suite 620, Honolulu, Hawaii 96817, hereinafter referred to as the "CONSULTANT". HART and the CONSULTANT are hereinafter collectively referred to as the "PARTIES", and individually as "PARTY", all governed by the context in which such words are used.

WITNESSETH THAT:

WHEREAS, HART and the CONSULTANT entered into Agreement No. SC-HRT-1200077 for Professional Services, dated June 8, 2012 (the "Agreement"), to render certain technical and professional architectural and engineering ("A&E") and A&E-related services to the State of Hawaii Department of Transportation ("HDOT") including design and construction phase review, facilitation of permits, compliance and other issues related to the Honolulu Rail Transit Project ("HRTP"), hereinafter referred to as the "PROJECT"; and

WHEREAS, the PARTIES desire to amend the Agreement pursuant to the General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu (08/2000), Subsection 5.1 MODIFICATIONS OF CONTRACTS; and

WHEREAS, the PARTIES desire to amend the Agreement to increase the amount of the Contract for the current fiscal period, but decrease the Total Aggregate Amount;

NOW, THEREFORE, the PARTIES, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. Section 4 in the Agreement shall be deleted in its entirety and replaced with the following:

4. This is a time and materials contract and, subject to the provisions of this section and in accordance with Section 8 of the General Terms and Conditions, HART agrees to pay the CONSULTANT for the satisfactory performance and completion of the Work, in accordance with agreed hourly rates of pay shown in the pay schedule set forth in Exhibit B-1 to the Special Provisions, and in accordance with the payment schedule set forth in the Special Provisions.

The CONSULTANT agrees to perform the Work until the Work set forth in

the Agreement is completed or until the costs reach the amount specified herein, whichever occurs first. Any funds remaining at the end of the Agreement shall revert back to HART.

This is a multi-term contract, and is subject to appropriation and availability of funds in each fiscal period as set forth in HAR §3-122-149. Accordingly, for the current fiscal period, the Contract amount shall not exceed TWO MILLION NINE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$2,970,000.00) for services provided by the CONSULTANT. The payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including State general excise and use tax. Future fiscal periods' funding will be incorporated into this Agreement through written amendments to the Agreement. The total length of the multi-term Agreement is set forth in Special Provisions III, Time.

The allowance for reimbursable expenses for the current fiscal period shall not exceed THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00). Any funds remaining at the end of this Agreement shall revert back to HART. The allowance for reimbursable expenses is provided for costs, such as reproduction, community meetings, and other direct expenses as approved by HART. Reimbursable expenses shall be invoiced to HART at cost.

An allowance for extra work is not applicable to this Agreement.

The total aggregate amount of this Agreement in its entirety shall not exceed SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00), hereinafter called the "Total Aggregate Amount." This Total Aggregate Amount may only be increased by future funding approval, a written contract amendment, and approval by HDOT.

2. Section IX(a), COMPENSATION AND INVOICING, of the Special Provisions shall be deleted in its entirety and replaced with the following:

a. Subject to the provisions set forth in this Agreement, the CONSULTANT will be paid on a monthly basis by HART for authorized and satisfactorily completed Work and services rendered under this Agreement. Such payment shall be full compensation for Work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals. No future increases in tax shall be passed through to HART of the City. The amount to be paid to the CONSULTANT shall be computed as hereafter set forth; provided that such payment shall not exceed the Total Aggregate Amount of SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00) and subject to the amount appropriated for each fiscal period for this multi-term agreement, which includes all costs, fees, and taxes associated with this Agreement. In the event the CONSULTANT incurs costs, fees or other compensation in excess of the Total Price,

HART-12 (11/11)

Certificate

The attached contract for certain technical and professional architectural and engineering ("A&E") and A&E-related services to the State of Hawaii Department of Transportation including design and construction phase review, facilitation of permits, compliance and other issues related to the Honolulu Rail Transit Project

Amended Contract Amount	\$12,000,000.00
This Amendment (Decrease)	(5,600,000.00)
New Contract Amount	\$6,400,000.00 *

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds are available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO. SC-HRT-1200077
 FUND Transit Fund (690)
 ACCOUNT NO. 690/7790-12 = \$1,000,000.00 (4063)
690/7790-13 = \$2,000,000.00 (4063)

HONOLULU, HAWAII

Date: 10/31/12


Executive Director and CEO

Honolulu Authority for Rapid Transportation

*SUBJECT TO THE AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS FOR THE AMOUNT OF \$3,400,000.00

Phu 10/23/12
DA 10/23/12

adjusted as provided herein, the CONSULTANT shall pay such excess from its own funds and HART shall not be required to pay any part of such excess and the CONSULTANT shall have no claim against HART on account thereof.

3. Exhibit B to the Special Provisions to the Agreement for Professional Services is deleted in its entirety and replaced with the attached Exhibit B-1.

4. In the event of any conflict or inconsistency between the provisions of this Amendment No. 1 and any provisions of the Agreement, the provisions of this Amendment No. 1 shall govern in all aspects.

5. All other terms and conditions of the Agreement, not inconsistent with the terms and conditions of this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this Amendment No. 1 to the Agreement, by their duly authorized officers or agents, effective as of the day and year first written above.

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION



By: Daniel A. Grabauskas OCT 31 2012
Its: Executive Director and CEO

SSFM INTERNATIONAL, INC.



By: Norman M. Kawachika
Its: Vice President

APPROVED AS TO FORM AND
LEGALITY:



Deputy Corporation Counsel



EXHIBIT B-1

**TO THE SPECIAL PROVISIONS TO THE
AGREEMENT FOR PROFESSIONAL SERVICES**

AGREED RATES OF PAY

<u>Category</u>	<u>Agreed Hourly Rate</u>
<u>Engineer</u>	
Engineer VIII	\$238.00
Engineer VII	\$202.00
Engineer VI	\$164.00
Engineer V	\$158.00
Engineer IV	\$153.00
Engineer III	\$99.00
Engineer II	\$78.00
Engineer I	\$69.00
Engineer Admin	\$95.00
Field Inspector	\$131.00
Chief Field Inspector	\$149.00
Principal Landscape Architect	\$180.00
CAD Operator	\$78.00

The hourly rates above shall be inclusive of all costs including but not limited to: labor, materials, profit, overhead, taxes and insurance.

<u>CURRENT FISCAL PERIOD</u>	<u>AMOUNT</u>
LABOR ALLOWANCE	\$2,970,000.00
REIMBURSABLE EXPENSES	<u>\$30,000.00</u>
TOTAL PRICE INCLUDING TAX	\$3,000,000.00