

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES dated June 5, 2012 (this "Agreement"), is entered into 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 ICx Transportation Group Inc., a corporation incorporated in the State of Delaware, whose place of business and mailing address is 1003 Bishop Street, Suite 720, Honolulu, Hawaii 96813, 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 desires to engage the CONSULTANT to render certain technical and professional architectural and engineering (A&E) and A&E-related services to provide the State of Hawaii Department of Transportation (HDOT), including traffic engineering services related to the Honolulu Rail Transit Project (HRTTP), hereinafter referred to as the "PROJECT"; and

WHEREAS, the services entered hereunder are technical and professional in nature and HART personnel are not able to provide the services to be rendered hereunder; and

WHEREAS, the CONSULTANT was selected pursuant to Section 103D-304 of the Hawaii Revised Statutes, as amended, and applicable Hawaii Administrative Rules (HAR) § 3-122-63 et seq., relating to the procurement of professional services;

WHEREAS, the CONSULTANT is willing and able to provide the services required if compensation is provided for;

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. The CONSULTANT shall perform and complete in a professional manner all of the services required for the PROJECT in accordance with and as set forth in the Contract Documents as hereinafter described, and shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the PROJECT (the "Work"), and the CONSULTANT shall receive and accept as full compensation for all of the Work the price for the various items of the Work as hereinafter set forth.

2. The CONSULTANT shall complete the Work in accordance with:
  - a. This Agreement;
  - b. The Special Provisions and any attachments and exhibits thereto (“the Special Provisions”);
  - c. The General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu, dated 8/2000 (“General Terms and Conditions”);

all of which are collectively referred to as the “Contract Documents,” are attached hereto and incorporated herein, and are listed in order of controlling preference should there be any conflict in the terms of the Contract Documents, and any modifications, changes or amendments in connection therewith being specifically referred to and incorporated herein by reference and made a part hereof as though fully set forth herein.

3. The CONSULTANT will proceed with the Work upon receipt of the written Notice to Proceed (NTP) issued under the Agreement. There will be several separate and distinct NTPs issued under this Agreement. Work shall not begin until HART has issued the NTP. Any Work undertaken by the CONSULTANT prior to issuance of an NTP will be the sole responsibility of and will be undertaken at the sole risk of the CONSULTANT without any obligation on the part of HART.

4. This is a time and materials contract, and, subject to the provisions of this paragraph 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, the payments in accordance with agreed hourly rates of pay shown in the pay schedule set forth in Exhibit B to the Special Provisions, and in accordance with the payment schedule set forth in the Special Provisions. This is also 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. For the first fiscal year, the amount of CONSULTANT’S hourly payments shall not exceed TWO HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$285,000.00). 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.

The allowance for reimbursable expenses for the initial fiscal period of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) is not to be exceeded without a contract amendment and 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, plus the State general excise tax or use tax, where applicable.

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

Future years' 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 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.

The total aggregate amount of this Agreement in its entirety shall not exceed ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), hereinafter called the "Total Price," subject to the Special Provisions and the General Terms and Conditions, including the provisions thereof relating to reducing or increasing the compensation of the CONSULTANT. This total aggregate may only be increased by future funding approval, contract amendment and mutual agreement between HART, Consultant, and HDOT.

5. By signing below, the CONSULTANT hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in Section 3-122-122, HAR, and submitted pursuant to section 3-122-125, HAR, either actually or by specific identification in writing to the Officer-in-Charge in support of this Agreement, is accurate, complete, and current as of the date of this Agreement. This certification includes the cost or pricing data supporting any advance agreement(s) between the PARTIES which are part of the proposal.

6. As provided in the General Terms and Conditions, when notice is to be given to HART, it shall be mailed or delivered to:

~~Kenneth T. Hamayasu~~ <sup>Daniel A. Grabauskas</sup> <sup>WA</sup>  
Interim Executive Director and CEO  
Honolulu Authority for Rapid Transportation  
City and County of Honolulu  
1099 Alakea Street, Suite 1700  
Honolulu, Hawaii 96813

When notice is to be given to the CONSULTANT, it shall be mailed or delivered to:

Glen Fromm  
ICx Transportation Group, Inc.  
1003 Bishop Street, Suite 720  
Honolulu, Hawaii 96813

7. This Agreement, its integrated attachments, and the Contract Documents constitute the agreement of the Parties. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general

HART-12 (11/11)

## Certificate

The attached contract for Professional Services Contract for Hawaii Department of Transportation  
Maintenance of Traffic Consultant

(\$1,600,000.00)

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 will be 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- 1200065  
FUND Transit Fund (690)

HONOLULU, HAWAII

Date: 6/5/12

ACCOUNT NO.  
690/7790 - 12 = \$ 300,000.00 (4063)  
TOTAL = \$ 300,000.00



Daniel A. Grabauskas  
Executive Director and CEO  
Honolulu Authority for Rapid Transportation

conflicts in language between any such attachment and this Agreement shall be construed to be consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement or the Contract Documents, no modification or amendment to this Agreement or the Contract Documents shall be binding upon the PARTIES unless the same is in writing and signed by the respective PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement by their duly authorized officers or agents on the day and year first above written.

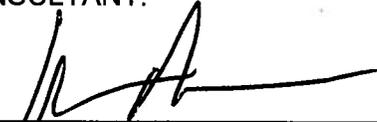
Honolulu Authority for Rapid Transportation



By: ~~Kenneth T. Hamayasu~~ Daniel A. Graubauskas  
Its: ~~Interim~~ Executive Director and CEO ND

JUN 05 2012

CONSULTANT:



By: GLEW FROMM  
Its: VICE PRESIDENT

APPROVED AS TO FORM AND LEGALITY:

NICOLE R. CHAPMAN

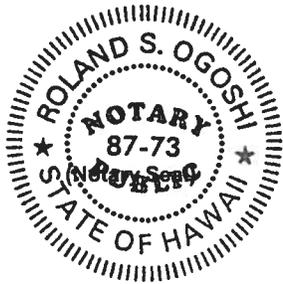
Deputy Corporation Counsel

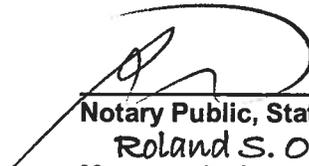


CONSULTANT ACKNOWLEDGMENT  
(Corporation)

STATE OF HAWAII )  
 ) ss.  
CITY AND COUNTY OF HONOLULU )

On this 15<sup>TH</sup> day of MARCH, 2012, before me appeared GLEN FRANK to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT of IC TRANSPORTATION GROUP, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said VICE PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.



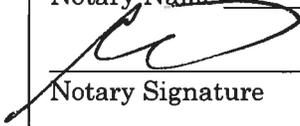
  
Notary Public, State of Hawaii  
Roland S. Ogoshi  
My commission expires: 2/5/2015

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: \_\_\_\_\_  
Agreement for Professional  
Services

Doc. Date: 3/15/12 No. of Pages: 42 Jurisdiction: \_\_\_\_\_

Notary Name: Roland S. Ogoshi

 Notary Signature  
MAR 15 2012 Date

