

**AGREEMENT FOR SECTION 106 PROGRAMMATIC AGREEMENT
PROJECT MANAGER (KAKO'O) PROFESSIONAL SERVICES CONTRACT
RFP-DTS-406803
CONTRACT NO. SC-HRT-1200066**

This Agreement for Professional Services dated MAR 29 2012 (this "Agreement"), is entered into by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("HART"), a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is Ali'i Place, 1099 Alakea Street Suite 1700, Honolulu, Hawaii 96813, hereinafter referred to as "HART", and PACIFIC LEGACY, INC., a California corporation, whose principal place of business and mailing address is 30 Aulike Street, Suite 301, Kailua, Hawaii 96734, hereinafter referred to as the "CONTRACTOR". HART and the CONTRACTOR collectively, are the "Parties", and individually a "Party", all as governed by the context in which such words are used.

WITNESSETH THAT:

WHEREAS, HART desires to engage the CONTRACTOR to provide Section 106 Programmatic Agreement Project Manager (Kako'o) services for the Honolulu Rail Transit Project, hereinafter referred to as the "PROJECT";

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

WHEREAS, the CONTRACTOR was selected pursuant to Section 103D-303 of the Hawaii Revised Statutes ("HRS"), as amended, and related Hawaii Administrative Rules ("HAR"), relating to competitive sealed proposals; and

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

NOW, THEREFORE, HART and the CONTRACTOR, 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 CONTRACTOR 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, shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the PROJECT and work contemplated under the Contract Documents (the "Work"), and the CONTRACTOR 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 CONTRACTOR shall complete the technical and professional services and perform the Work in accordance with:
 - a. Part 1 - This Agreement;
 - b. Part 2 - The Special Provisions and any exhibits and attachments thereto;
 - c. Part 3 - The General Terms and Conditions for Professional Service for City and County of Honolulu, dated 8/2000 ("General Terms and Conditions"); and

- d. Part 4 – The CONTRACTOR’s Proposal (“Proposal”), as modified (if applicable) by the Best and Final Offer dated October 3, 2011 (“BAFO”) and the Second Best and Final Offer dated January 18, 2012 (“BAFO 2”); modifications in the BAFO 2 control over the BAFO and Proposal;

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; provided that those portions of Part 4 – The CONTRACTOR’s proposal that exceed the requirements of the other Contract Documents become the new minimum Contract requirements.

3. The CONTRACTOR shall complete the Work required under the Contract Documents as provided for in the Special Provisions and other Contract Documents attached hereto.

4. This is a multi-term agreement subject to the availability of funds in accordance with HAR § 3-122-149 as further described in the Special Provisions. There will be several separate and distinct written task orders issued under the Agreement. Work shall not begin until HART has issued the respective task order. Any Work undertaken by the CONTRACTOR prior to issuance of a required written task order will be the sole responsibility of and will be undertaken at the sole risk of the CONTRACTOR, without any obligation on the part of HART, the City and County of Honolulu, or the Federal Government.

5. This is a time and materials contract, and subject to the provisions of this paragraph, Special Provisions Section VI, and the Cost Proposal Pricing Form included as Exhibit 15 of the CONTRACTOR’s Proposal, HART agrees to pay the CONTRACTOR, for the satisfactory performance and completion of the Work issued under written task orders based upon the agreed hourly rates of pay set forth in Attachment A to the Special Provisions and in accordance with the payment schedule set forth in the Special Provisions. The total amount for this Agreement shall be NINE HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$950,000.00). For the first fiscal year, the amount of CONTRACTOR’s hourly payments shall not exceed NINETY-FIVE THOUSAND and NO/100 DOLLARS (\$95,000.00). 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 the reimbursable expenses shall be FIFTY THOUSAND and NO/100 DOLLARS (\$50,000.00). For the first fiscal year, the allowance for reimbursable expenses shall be FIVE THOUSAND and NO/100 DOLLARS (\$5,000.00). The allowance for reimbursable expenses is not to be exceeded without a contract amendment and any funds remaining at the end of this Agreement shall revert back to HART. Reimbursable expenses shall be invoiced to HART at cost, plus the State general excise tax or use tax, where applicable. Reimbursement will be made upon submission of a copy of the vendor invoice.

The CONTRACTOR agrees to perform the Work until 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.

In accordance with the paragraphs above, the total aggregate amount of this Agreement in its entirety shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), 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 CONTRACTOR.

6. By signing below, the CONTRACTOR hereby represents that, to the best of its knowledge and belief, cost or pricing data, as defined in HAR § 3-122-122 and submitted pursuant to HAR § 3-122-125, 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 CONTRACTOR and HART which are a part of the CONTRACTOR's cost proposal.

7. Unless notified otherwise by the Officer-in-Charge in writing, when notice is to be given to HART, it shall be mailed or delivered to:

Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawaii 96813
Attention: Executive Director

9. Unless mutually agreed to otherwise in writing, when notice is to be given to the CONTRACTOR, it shall be mailed or delivered to:

Paul L. Cleghorn
Pacific Legacy, Inc.
30 Aulike Street, Suite 301
Kailua, Hawaii 96734

10. This Agreement, its integrated attachments, and the Contract Documents constitute the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general 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.

HART-12 (11/11)

Certificate

The attached contract for Section 106 Programmatic Agreement Project Manager (Kako'o) Professional Service Contract.

(\$1,000,000.00) *

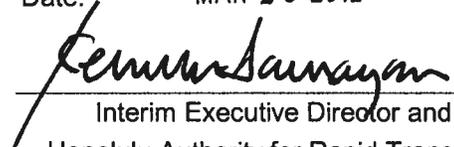
is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds will be available in the Treasury of the City and County of Honolulu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

CONTRACT NO. SC - HRT- 1200066
FUND Transit Fund (690)

HONOLULU, HAWAII

Date: MAR 29 2012

ACCOUNT NO. _____
690/7790 - 12 = \$100,000.00 (4063)
TOTAL = \$100,000.00



Interim Executive Director and CEO
Honolulu Authority for Rapid Transportation

*SUBJECT TO AVAILABILITY OF FUNDS FOR FUTURE
FISCAL YEARS FOR THE AMOUNT OF \$900,000.00.

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

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION

PACIFIC LEGACY, INC.

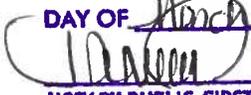

By: Kenneth Toru Hamayasu
Its: Interim Executive Director and CEO


By: Phillip H. Cleghorn
Its: Vice President

MAR 29 2012

APPROVED AS TO FORM AND
LEGALITY:

GARY Y. TAKEUCHI
Deputy Corporation Counsel

SUBSCRIBED AND SWORN HERETO
BEFORE ME ON THIS 29th
DAY OF March, 2012

NOTARY PUBLIC, FIRST JUDICIAL CIRCUIT
STATE OF HAWAII
MY COMMISSION EXPIRES April 27, 2012

Doc. Date: 3-20-2012 # Pages 4
Notary Name: JANICE T. SABA **First Circuit**
Doc. Description: Contract Agreement
Contract # 50121212000606
 3-20-2012
Notary Signature Date
NOTARY CERTIFICATION