



HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

AMENDMENT

Contract: Real Estate Consultant

Amendment No.: 00001

Contractor: Paragon Partners Ltd.

Contract No.: SC-HRT-1200062

Commencement Date: 3/14/12 Original Contract Time (Days): 1826 Original Completion: 3/13/2017

DESCRIPTION OF WORK:

This Amendment No. 1 amends paragraph 4 of the Agreement and the Special Provisions to the Agreement for Real Estate Professional Services in accordance with the Amendment No. 1 document July 2014, attached hereto and incorporated herein.

CHANGES INCLUDED IN AMENDMENT				
Type	Number	Description	Cost	Time Change
RFCR	00001	Increase Level of Effort	\$3,327,664.81	0
Total Amount This Amendment No. 00001			\$3,327,664.81	0

The Original Contract Sum	.....	\$3,000,000.00
Net Change by Previously Authorized Requests and Changes	.....	\$0.00
The Contract Sum Prior to This Amendment	.....	\$3,000,000.00
The Contract Sum Will be Increased	.....	\$3,327,664.81
The New Contract Sum Including This Amendment	.....	\$6,327,664.81
The Contract Time Will Not Be Changed	.....
The Revised Date of Substantial Completion as of this Amendment	.....	03/13/2017

Computed and Checked:

1. [Signature]
HART Project Manager

Approved:

2. [Signature]
Contractor

Approved:

3. [Signature]
HART Officer In Charge

Certify Availability of Funds:

4. [Signature]
For HART Fiscal Officer 9/25/2014

Approved as to form and legality:

5. [Signature]
Deputy Corporation Counsel
WINSTON K. Q. WONG

Approved:

6. [Signature]
HART Executive Director & CEO
10/20/14
HART Execution Date

**HONOLULU RAIL TRANSIT PROJECT
AGREEMENT FOR REAL ESTATE PROFESSIONAL SERVICES
CONTRACT NO. SC-HRT-1200062
AMENDMENT NO. 1**

This Amendment No. 1 to the Agreement for Real Estate Professional Services dated March 14, 2012 (“Agreement”) will increase the Total Aggregate Amount of the Agreement by THREE MILLION THREE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY FOUR AND 81/100 DOLLARS (\$3,327,664.81), thereby increasing the Total Aggregate Amount from THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) to SIX MILLION THREE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY FOUR AND 81/100 DOLLARS (\$6,327,664.81)

The Parties hereto agree that the increase to the Total Aggregate Amount as set forth herein shall be established as a not to exceed provisional sum to be paid to the CONTRACTOR based on monthly invoices accompanied by backup documentation on a time and materials basis.

Therefore, the Parties agree to amend the Agreement in accordance with the General Terms and Conditions for Goods and Services for the City and County of Honolulu (01/18/2008), Section 18, MODIFICATIONS TO CONTRACT as follows:

1. The Agreement, Paragraph 4. Delete paragraph 4 in its entirety and replace with the following:

“4. This is a time and materials contract subject to the provisions of this paragraph and in accordance with Section 22 of the General Terms and Conditions, as amended by the Special Provisions. HART agrees to pay the CONTRACTOR for the satisfactory performance and completion of Work issued under written task orders based upon the agreed hourly rates of pay set forth in of the Special Provisions incorporated herein. The aggregate amount of these payments shall not exceed FIVE MILLION FIVE HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED SIXTY FOUR AND 81/100 DOLLARS (\$5,597,664.81), (the “TOTAL PRICE”). The payments for services for Work authorized and satisfactorily performed pursuant to written task orders issued under this agreement are inclusive of direct labor, overhead, general and administrative expenses, subcontractor and other direct costs without markup, and all applicable taxes including State general excise and use tax (“GET”) and county one-half percent GET Surcharge.

The allowance for reimbursable expenses of SEVEN HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$730,000.00) 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 expenses to be identified under task orders that are specifically authorized and approved by HART, is subject to the terms and conditions contained in the Special Provisions.

Reimbursable expenses shall be invoiced to HART at cost. A copy of the invoice and supporting documentation shall accompany all invoiced reimbursable expenses.

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

In accordance with the paragraphs above, the total aggregate amount of SIX MILLION THREE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY FOUR AND 81/100 DOLLARS (\$6,327,664.81), hereinafter called the "Total Aggregate Amount" is established as the maximum payable under this Agreement and is 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."

2. Special Provisions to the Agreement, Part V, MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS FOR CONTRACTS FOR GOODS AND SERVICES FOR THE CITY AND COUNTY OF HONOLULU (01/18/2008), Paragraph I PAYMENTS, Section 22 PAYMENT. Delete subparagraph a. in its entirety and replace with the following:

"a. The CONTRACTOR'S compensation and invoicing shall be subject to the provision set forth in this Agreement and shall be solely based on approved and completed task orders. The CONTRACTOR will be paid by HART for authorized and satisfactorily completed work and services rendered under this Agreement. The amount to be paid to the CONTRACTOR shall be full compensation for authorized work performed and services rendered, for all supervision, labor, allowable expenses for supplies, materials, equipment or use thereof, taxes , and for all costs and fees associated with this Agreement, provided that total aggregate amount of such payments shall not exceed the amount of SIX MILLION THREE HUNDRED TWENTY SEVEN THOUSAND SIX HUNDRED SIXTY FOUR AND 81/100 DOLLARS (\$6,327,664.81), (the "Total Aggregate Amount") , inclusive of State general excise and use tax (GET) and County one-half percent GET surcharge for the entire duration or term of this Agreement. Included in this amount is an allowance for reimbursable expenses of SEVEN HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$730,000.00) which is not to be exceeded without a contract amendment. The allowance for reimbursable expenses is provided for expenses to be identified under task orders that are specifically authorized and approved by HART, and is subject to the terms and conditions contained in the Special Provisions. Any funds remaining at the end of this Agreement shall revert back to HART."

3. Special Provisions to the Agreement, EXHIBIT 2A, CONTRACT COST ESTIMATE shall hereby be deleted in its entirety and replaced by a new EXHIBIT 2A-1, REVISED CONTRACT COST ESTIMATE attached hereto and incorporated herein.

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.

EXHIBIT 2A -1

REVISED CONTRACT COST ESTIMATE

Labor and Appraisal Fees	\$5,597,664.81
Allowance for Reimbursable Expenses	\$730,000.00
Total Contract Amount	\$6,327,664.81