

**AGREEMENT
FOR DESIGN-FURNISH-INSTALL-MAINTAIN SERVICES**

THIS AGREEMENT FOR DESIGN-FURNISH-INSTALL-MAINTAIN (DFIM) SERVICES dated JUL 31 2013 (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, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, hereinafter referred to as "HART", and SCHINDLER ELEVATOR CORPORATION, a Delaware corporation, whose principal place of business and mailing address is 99-1151 Iwaena Street, Aiea, Hawai'i 96701, hereinafter referred to as the "DFIM CONTRACTOR." HART and the DFIM 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 DFIM CONTRACTOR to design, furnish and install vertical circulation equipment and maintain said equipment for the various transit stations comprising the Honolulu Rail Transit Project ("H RTP"), hereinafter called the "PROJECT";

WHEREAS, HART desires the DFIM CONTRACTOR to maintain the PROJECT as described in Part 2, Special Provisions ("SP") SP-28, commencing with a series of intermediate operating periods, for full Maintenance of the Project for a period of five (5) years, and for an Optional additional period of five (5) years, unless terminated by HART as provided below;

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

NOW, THEREFORE, HART and the DFIM 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 DFIM 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 DFIM CONTRACTOR shall receive and accept as full compensation for all of the Work the price as set forth in this Agreement.

2. The DFIM CONTRACTOR shall complete 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 Conditions of Design-Build Contracts for the City and County of Honolulu, dated February 2009 (“GCDB”);
- d. Part 6 – The Request For Proposal Drawings as modified by the DFIM CONTRACTOR’s proposal information, dated February 22, 2013;
- e. Part 7 – The Standard Specifications:
 - Section 03 60 00 Grouting (February 15, 2012);
 - Section 05 12 00 Structural Steel Framing (February 15, 2012);
 - Section 14 22 00 Station Patron Elevators (December 14, 2012);
 - Section 14 31 00 Escalators (December 14, 2012);
 - Section 20 05 29 Supporting Elements and Seismic and Vibration Controls For Mechanical Piping, Systems and Equipment (September 21, 2012);
 - Section 26 05 00 Common Work Results For Electrical (September 21, 2012);
 - Section 26 05 19 Low-Voltage Electrical Power Conductors and Cables (September 21, 2012);
 - Section 26 05 26 Grounding and Bonding For Electrical Systems (September 21, 2012);
 - Section 26 05 33 Raceway and Boxes For Electrical Systems (September 21, 2012);
 - Section 26 05 53 Identification for Electrical Systems (September 21, 2012);
 - Section 26 51 00 Interior Lighting (September 21, 2012);
 - Section 27 30 01 Telephone Systems (September 21, 2012); and
 - Section 27 90 01 CCTV System (September 21, 2012);
- f. Part 8 – The RFP and all corresponding RFP addenda; and
- g. Part 9 – The Proposal submitted by the DFIM CONTRACTOR under RFP-HRT-547415;

all of which are collectively referred to as the “Contract Documents”, “Agreement,” or “Contract,” 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, however, those portions of Part 9, whereby DFIM CONTRACTOR has provided that DFIM CONTRACTOR will exceed the specification requirements of the other Contract Documents, will become the new minimum Contract requirements. The acronym "HART" shall be substituted for the "City and County of

Honolulu", "CITY", "Rapid Transit Division", and "RTD" wherever those terms appears in the Contract Documents, unless the context clearly indicates otherwise.

3. The DFIM CONTRACTOR shall complete the Work required under the Contract Documents.

4. This is a multi-term agreement subject to the availability of funds in accordance with HAR § 3-122-149. Work shall not begin until HART has issued a Notice to Proceed ("NTP"). Any Work undertaken by the DFIM CONTRACTOR prior to issuance of a written NTP will be the sole responsibility of and will be undertaken at the sole risk of the DFIM CONTRACTOR, without any obligation on the part of HART or the Federal Government.

5. This is a firm fixed-price contract, and HART agrees to pay the DFIM CONTRACTOR, for the satisfactory performance and completion of the Work, the payments subject to the provisions of this paragraph and in accordance with Exhibit 16 (Revised) of Part 9 –DFIM CONTRACTOR' Proposal. The aggregate amount of these lump sum payments shall not exceed SEVENTY-FOUR MILLION THREE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED SEVENTY-THREE AND 00/100 DOLLARS (\$74,365,973.00). The lump sum 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, included State general excise and use tax ("GET"), and county one-half percent (0.5%) GET surcharge.

The total lump sum payments consist of the following:

\$50,982,714.00 for the Base Proposal Price;
\$ 3,427,941.00 for Intermediate Maintenance period;
\$ 9,328,055.00 for the Full Maintenance period;
\$10,627,263.00 for the Optional Maintenance period unless terminated by HART.

At the end of the first full five-year Maintenance period, the DFIM CONTRACTOR's performance on the Maintenance portion of the Work will be evaluated by HART. HART may terminate the Agreement at the end of the first full five-year Maintenance period without any further obligations to HART if HART, in its sole discretion, determines that the DFIM CONTRACTOR's performance is unsatisfactory. Such termination of the Agreement shall be in writing from HART to the DFIM CONTRACTOR. Any funds remaining at the end of this Agreement shall revert back to HART.

In accordance with the paragraphs above, the total aggregate amount of SEVENTY-FOUR MILLION THREE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED SEVENTY-THREE AND 00/100 DOLLARS (\$74,365,973.00) (the "Total Aggregate Amount") is established as the maximum payable under this Contract and is subject to the Special Provisions and the GCDB, including the provisions thereof relating to reducing or increasing the compensation of the DFIM CONTRACTOR.

6. By signing below, the DFIM 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.

7. When notice is to be given to HART, it shall be mailed or delivered to:

Daniel A. Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawai'i 96813

8. When notice is to be given to the DFIM CONTRACTOR, it shall be mailed or delivered to:

Roy Andersch II
Branch Manager
Schindler Elevator Corporation
99-1151 Iwaena Street
Aiea, Hawai'i 96701

9. 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 a contractor to design, fabricate, install, test, commission, and maintain Elevators and Escalators project-wide for the Honolulu Rail Transit Project

\$74,365,973.00 *

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. CT-HRT-1300318

HONOLULU, HAWAII

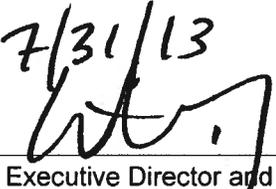
FUND Capital Transit Fund (690)

ACCOUNT NO. _____

Date: 7/31/13

690/7790-14 = \$5,442,107.72 (4124)

*\$68,923,865.28 - Subject to the availability of future funds


Executive Director and CEO

Honolulu Authority for Rapid Transportation

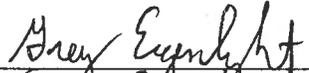
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7/31/13

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers or agents of HART and the DFIM CONTRACTOR.

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION


By: Daniel A. Grabauskas JUL 31 2013
Executive Director and CEO

SCHINDLER ELEVATOR CORPORATION


By: Greg Eymenbright
Its: President

Address:

APPROVED AS TO FORM AND
LEGALITY


Deputy Corporation Counsel

Attach Notary Page

Schindler Elevator Corporation
20 Whippany Road
P.O. Box 1935
Morristown, NJ 07962-1935

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) S.S.
 COUNTY OF MORRIS)

On this 14th day of JUNE, 2013, before me appeared

Gregory Ergenbright, and _____, to me

known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are

President and _____ of

Schindler Elevator Corporation the

CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

Gregory Ergenbright

(Signature)

Gregory Ergenbright

(Print name)

(Notary Stamp or Seal)

Notary Public, State of New Jersey

My Commission Expires: 11/28/2016

Yohanny Nguyen

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

Document Identification or Description: _____

Undated at time

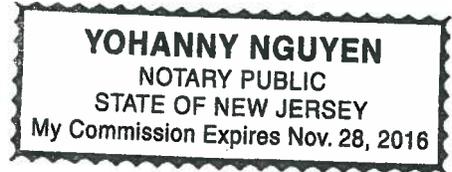
Doc. Date: of notarization No. of Pages: Jurisdiction: _____

Signature of Notary _____

Date of Certificate _____

(Notary Stamp or Seal)

Printed Name of Notary _____



Schindler Elevator Corporation Certification

I, John S. M. Karnash, Vice President and Secretary of Schindler Elevator Corporation, do hereby certify that the following elected or appointed officers and managers of Schindler Elevator Corporation hold the positions shown opposite their respective names:

J. Zueger	Chief Executive Officer
G. Ergenbright	President
W. Jani	Vice President & Chief Financial Officer
J. S. M. Karnash	Vice President, Secretary & General Counsel

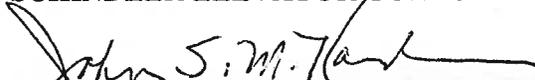
P. Bloom	Area Vice President	-	AREA EAST
G. W. Brown, Jr.	Vice President & Area General Manager	-	New York
R. T. Falduti	Area General Manager	-	Charlotte
K. Von Offerman	Area General Manager	-	Washington DC
J. Bera	District Manager	-	New York
A. S. Bierer	District Manager	-	Long Island
D. A. Brodbeck	District Manager	-	Washington DC Transit
J. D. Heller	District Manager	-	North New Jersey
B. S. Johnson	District Manager	-	Atlanta
P. J. Madden	District Manager	-	Baltimore
J. L. Rainwater	District Manager	-	New York
K. Von Offerman	Acting District Manager	-	Philadelphia
C. M. Andersch	Branch Manager	-	Raleigh
K. Boss	Branch Manager	-	Allentown
M. Molino	Branch Manager	-	Richmond
R. P. Fridh	Business Unit Manager	-	Charleston
J. Zeilmann	Business Unit Manager	-	South New Jersey
A. C. Werkhoven	District NI Manager	-	New York - WTC - New Installations
J. Jena	Area Vice President	-	AREA NORTH CENTRAL
B. R. Baker	Vice President & Area General Manager	-	Cleveland
M. S. Bernhard	Area General Manager	-	Pittsburgh
R. O. Romnes	Area General Manager	-	Minneapolis
L. J. Falahee	District Manager	-	Boston
P. L. Hall	District Manager	-	Buffalo
Y. Liu	District Manager	-	Hartford
P. A. Long	District Manager	-	Detroit / Lansing
J. E. Peterlin	District Manager	-	Chicago
K. M. Reinert	District Manager	-	Milwaukee / Madison
J. E. Ritter	District Manager	-	Cleveland
G. R. Cunningham	Branch Manager	-	Indianapolis
N. M. Groth	Branch Manager	-	Des Moines
M. Kershner	Branch Manager	-	Toledo
S. Kumpf	Branch Manager	-	Syracuse
C. P. Morgan	Branch Manager	-	Cincinnati
S. F. Moseley	Branch Manager	-	Columbus
M. A. Robbins	Branch Manager	-	Albany
P. A. Lytikainen	Business Unit Manager	-	Grand Rapids
P. N. Roster	Business Unit Manager	-	Fargo
R. J. Borland	Area Vice President	-	AREA SOUTH CENTRAL
D. A. Bender	Area General Manager	-	Dallas
O. P. Leone	Area General Manager	-	Houston
S. K. Schepcke	Area General Manager	-	South Florida
R. H. Ludwig	District Manager	-	New Orleans
B. McCay	District Manager	-	St. Louis
D. N. Sclater	District Manager	-	Orlando
M. L. Shelburne	District Manager	-	San Antonio
L. K. Hammond	Branch Manager	-	Shreveport
W. L. Hilliard, Jr.	Branch Manager	-	Tampa
G. Lenora	Branch Manager	-	Tulsa
P. E. McCray	Branch Manager	-	Kansas City
J. Morales	Branch Manager	-	San Juan
C. Barnett	Business Unit Manager	-	Austin
D. Baskin	Business Unit Manager	-	Jacksonville
C. A. Cornelius	Business Unit Manager	-	Jacksonville
C. Fulda	Business Unit Manager	-	Birmingham
N. Kurland	Business Unit Manager	-	Fort Worth
B. C. Montera	Business Unit Manager	-	Memphis
L. D. Howard	Area Vice President	-	AREA WEST
A. Capiato	Area General Manager	-	San Francisco
R. Le Baut	Area General Manager	-	Los Angeles
G. M. Paquette	Area General Manager	-	Denver
J. J. D'Ambrosio	District Manager	-	Seattle
S. B. Fitzsimons	District Manager	-	Irvine
J. A. Stumph	District Manager	-	Boise
R. F. Andersch II	Branch Manager	-	Honolulu
P. A. Durko	Branch Manager	-	San Diego
V. M. Garfield	Branch Manager	-	Las Vegas
G. B. Horton	Branch Manager	-	Portland
K. Rainwater	Branch Manager	-	Phoenix
T. M. Ferro	Business Unit Manager	-	Sacramento
G. L. Hampton IV	Business Unit Manager	-	Spokane
P. Martin	Business Unit Manager	-	Salt Lake City
W. V. Fiacco	President	-	Marketing & Sales - Zone AM
T. P. Grace	Vice President	-	Human Resources & Administration
P. C. Harty	Director	-	Key Account Management
R. L. Hoyng	Vice President	-	Technical & Field Support
J. A. Iannaccone	Vice President	-	Major Projects
J. R. Impellizzeri	Vice President	-	Supply Chain
K. A. Meier	Vice President & CIO	-	Information Systems
K. A. Rodgers	Vice President	-	Methods & Processes
C. J. Smith	Director	-	Marketing

and that such persons have been authorized, consistent with the corporate bylaws and resolutions and when acting in the ordinary course or conduct of business, to sign proposals, bid bonds, and contract bonds and to enter into contracts for the sale, installation, maintenance, inspection and repair of apparatus, service and supplies on behalf of Schindler Elevator Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Schindler Elevator Corporation.

SCHINDLER ELEVATOR CORPORATION

By:


John S. M. Karnash, Vice President & Secretary