

**AGREEMENT FOR REAL ESATE MAPPING AND SURVEYING SERVICES  
PROFESSIONAL SERVICES CONTRACT  
RFQ-HRT-674804  
CONTRACT NO. SC-HRT- HO0062**

This Agreement for Professional Services dated MAY 22, 2014 (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 Ali'i Place, 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, hereinafter referred to as "HART", and R.M. Towill Corporation, a Hawai'i corporation, whose principal place of business and mailing address is 2024 North King Street, Suite 200, Honolulu, Hawai'i 96819-3494, hereinafter referred to as the "CONSULTANT". HART and the CONSULTANT 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 CONSULTANT to provide professional mapping and surveying services in support of the Honolulu Rail Transit Project ("HRTTP"), 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 CONSULTANT was selected pursuant to Section 103D-304 of the Hawai'i Revised Statutes ("HRS"), as amended, and related Hawai'i Administrative Rules ("HAR"), relating to procurement of professional services; and

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

NOW, THEREFORE, HART and the CONSULTANT, 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, 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 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 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; and
- c. Part 3 - The General Terms and Conditions for Professional Services for 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 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. Work shall not begin until HART has issued a written Notice to Proceed. Any Work undertaken by the CONSULTANT prior to issuance of the Notice to Proceed 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, the City and County of Honolulu, or the Federal Government.

5. This is a cost-plus fixed-fee contract, and subject to the provisions of this paragraph, Special Provisions Section VI, and the Cost Schedules included as Special Provisions Exhibits 2A, 2B, and 2B-1, HART agrees to pay the CONSULTANT, for the satisfactory performance and completion of the Work based upon the agreed hourly rates of pay and in accordance with the payment schedule set forth in the Special Provisions. The aggregate amount of these payments shall not exceed TWO MILLION NINE HUNDRED FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$2,948,000.00). For the first fiscal year of this multi-term agreement, the amount of the CONSULTANT's payments shall not exceed ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) without a contract amendment to certify additional funding. 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, subconsultant costs, fixed fees, and all applicable taxes, including State general excise and use tax (GET) and county one-half percent (0.5%) GET surcharge.

The allowance for reimbursable expenses of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) 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 permits, fees and other expenses as directed and approved by 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 and other backup as required by HART.

The CONSULTANT agrees to perform the Work until the Agreement is completed or until the costs reach the not-to-exceed 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 TWO MILLION NINE HUNDRED NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$2,998,000.00) is established as the not-to-exceed, maximum Total Price 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 CONSULTANT.

6. By signing below, the CONSULTANT 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 CONSULTANT and HART which are a part of the CONSULTANT's cost proposal.

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

HART-12 (11/11)

### Certificate

The attached contract for real estate mapping and surveying services  
in support of the Honolulu Authority for Rapid Transit (HART) right of way for construction of the Honolulu  
Rail Transit Project (H RTP).

\$ 3,298,000.00 \*

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-1400062  
FUNDS Transit Fund (690)  
ACCOUNT NO. 690/7790-14 (4064)

HONOLULU, HAWAII

Date:

*5/22/14*  
*[Signature]*

Executive Director

Honolulu Authority for Rapid Transportation

\$ 1,500,000.00 690/7790-14 (4064)  
\$ 1,498,000.00 \* Subject to availability of future years' funding  
\$ 300,000.00 \* (Allowance) - Subject to availability of future years' funding  
\$ 3,298,000.00 TOTAL ESTIMATED MAXIMUM AGGREGATE CONTRACT AMOUNT

*[Signature]*

\*SUBJECT TO AVAILABILITY OF FUTURE YEARS' FUNDING IN THE AMOUNT OF \$1,798,000.00

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

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

R.M. Towill Corporation  
2024 North King Street, Suite 200  
Honolulu, Hawai'i 96819-3494  
Attention: Greg H. Hiyakumoto, P.E., President

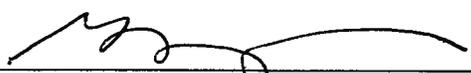
10. This Agreement, its integrated attachments, the Contract Documents and any subsequent amendments to the Agreement constitute the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements 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.

IN WITNESS WHEREOF, HART and the CONSULTANT 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: Daniel A. Grabauskas  
Its: Executive Director and CEO

APPROVED AS TO FORM AND  
LEGALITY

  
Deputy Corporation Counsel  
**GARY Y. TAKEUCHI**

R.M. TOWILL CORPORATION

  
By: Greg H. Hiyakumoto, P.E.  
Its: President

  
By: David K. Tanoue, Esq.  
Its: Vice President



2024 North King Street  
Suite 200  
Honolulu, Hawaii 96819-3494  
Telephone 808 842 1133  
Fax 808 842 1937  
eMail rmtowill@hawaii.rr.com



R. M. TOWILL CORPORATION  
SINCE 1930

Planning  
Engineering  
Environmental Services  
Photogrammetry  
Surveying  
Project and Construction Management

## RESOLUTION

I, Nancy K. Matsuno, Secretary of R. M. Towill Corporation, a Hawaii corporation, do hereby certify that the following is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, 2024 North King Street, Suite 200, Honolulu, Hawaii 96819, on the 22<sup>nd</sup> day of May 1979, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

“RESOLVED that any individual at the time holding the position of President or Vice President, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for services to be performed by the Corporation, and to execute any bond required by any such bid, proposal or contract with the United States Government, or the State of Hawaii or the City and County of Honolulu, or any County or Municipal Government of said State, or any department or subdivision of any of them.”

At its Board meeting on June 28, 2013, the Board of Directors of RMTC appointed the following officers to serve until the next Annual Meeting:

Greg H. Hiyakumoto, President  
Leighton W. K. Lum, Senior Vice President  
Roy T. Tsutsui, Vice President  
James H. Yamamoto, Vice President  
Collins D. Lam, Vice President  
David K. Tanoue, Vice President  
Nancy K. Matsuno, Secretary and Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand and affix the corporate seal of said R. M. Towill Corporation this 15<sup>th</sup> day of May 2014.

  
Nancy K. Matsuno  
Secretary

[ seal ]

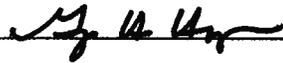
## CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my 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 \* Real Estate Mapping and Surveying Services

are accurate, complete, and current as of \*\* May 15, 2014.  
(Month, day, year)

This certification includes the cost or pricing data supporting any advance agreement(s) between the offeror and the City which are part of the proposal.

Firm: R. M. Towill Corporation

Signature: 

Seal

Greg H. Hiyakumoto, President  
(Print name & title of person signing)

Date of execution\*\*\*: May 15, 2014

- \* Describe the project and reference (i.e. project name, +PCD No., field change, change order number, etc.).
- \*\* The date should be a mutually determined date prior to but as close to the date when price negotiations were concluded and the price was agreed to as possible.
- \*\*\* Date of execution should be as soon after the date when price negotiations were concluded and the contract price was agreed to as practical.

(This document shall be signed, sealed, and notarized.)

