

AGREEMENT FOR SENIOR STAFF SERVICES CONSULTANT
PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. SC-HRT- 1400047

THIS AGREEMENT is made and entered into this _____ day of JAN 15 2014, 2013 (this "Agreement"), 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 KRAUTHAMER & ASSOCIATES, INC., a Maryland corporation, whose principal place of business and mailing address is 5530 Wisconsin Avenue, Suite 1202, Chevy Chase, MD 20815, 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 for local and national recruiting for senior-level staff in the United States transit industry with applicable federal transit experience on a project(s) of similar size and complexity as the Honolulu Rail Transit Project ("HRTTP") for two (2) or more positions for HART (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-303 of the Hawai'i Revised Statutes ("HRS"), as amended, and related Hawai'i Administrative Rules ("HAR"), relating to competitive sealed proposals;

WHEREAS, the PROJECT is receiving federal funding and, as such, the CONSULTANT is required to comply with the applicable laws, rules and regulations of the Federal Transit Administration; and

WHEREAS, the CONSULTANT is qualified, able, and willing to render the required services on the terms, conditions, and compensation hereinafter fully set forth;

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;

HART SENIOR STAFF SEARCH SERVICES

HART-12 (11/11)

Certificate

The attached contract fo professional recruiting services to aid HART in indentifying and sourcing highly-qualified senior-level staff with extensive experience in administration and management of grants and requirements of the Federal Transit Administration

\$125,000.00

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-1400047
FUND Transit Fund (290)
ACCOUNT NO. 290/3001 = \$125,000.00 (3006)

HONOLULU, HAWAII

Date:

TOTAL: \$125,000.00

EB
5/1/12

Executive Director and CEO
Honolulu Authority for Rapid Transportation

- c. Part 3 - The General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu, dated 8/2000 ("General Terms and Conditions"); and
- d. Part 4 - The Request for Proposals ("RFP") and all corresponding RFP addenda.

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. "HART" shall be substituted for the "City and County of Honolulu", "CITY", "Rapid Transit Division", and "RTD" wherever those terms appear in the Contract Documents, unless the context clearly indicates otherwise.

3. Work shall not begin until HART has issued a Notice to Proceed ("NTP"). Any Work undertaken by the CONSULTANT prior to issuance of a written 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 or the Federal Government.

4. This is a firm fixed-price 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 the schedule of payments, all as set forth in Appendix B of the Special Provisions. The amount of the CONSULTANT'S lump sum payments shall not exceed ONE-HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00). 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, including State general excise and use tax ("GET") and county one-half percent (0.5%) GET surcharge.

The allowance for reimbursable expenses 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 travel expenses, as directed and approved by HART, and is subject to the terms contained in the Special Provisions. Reimbursable expenses shall be invoiced to HART at cost, plus the State general excise tax or use tax where applicable, without further markup. Reimbursement will be made upon submission of a copy of the invoice.

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

In accordance with the paragraphs above, the total aggregate amount of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00), 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 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 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, Hawai'i 96813
Attention: Executive Director and CEO

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

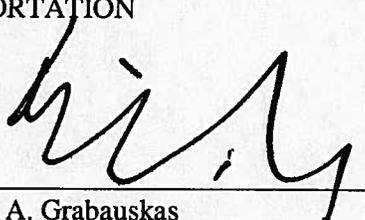
Krauthamer & Associates, Inc.
Greg A. Moser, Principal
5530 Wisconsin Avenue, Suite 1202
Chevy Chase, MD 20815

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.

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

KRAUTHAMER & ASSOCIATES,
INC.


By: Daniel A. Grabauskas
Its: Executive Director and CEO


By: Gregg A. Moser
Its: Principal

APPROVED AS TO FORM AND
LEGALITY

GARY Y. TAKEUCHI

Deputy Corporation Counsel

HART SENIOR STAFF SEARCH SERVICES

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 * Contract SC-HRT-1400047

_____ are accurate, complete, and current as of ** 12/13/13.
(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: Krauthamer & Associates

Signature: 

Gregg A. Moser, Principal
(Print name & title of person signing)

Date of execution***: 12/19/13

- * 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.)

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

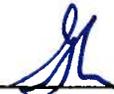
STATE OF Maryland)
) S.S.
 COUNTY OF Montgomery)

On this 19th day of December, 2013, before me appeared

Gregg A. Moser, 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
Principal and _____ of

Krauthamer & Associates 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.



(Signature)

Gregg A. Moser

(Print name)

(Notary Stamp or Seal)

Notary Public, State of _____

My Commission Expires: _____

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

Document Identification or Description: _____

Contractor's Acknowledgment

Undated at time
Doc. Date: of notarization No. of Pages: Jurisdiction:



Signature of Notary

12/19/13
Date of Certificate

(Notary Stamp or Seal)

Printed Name of Notary

