

**APPENDIX A
SPECIAL PROVISIONS**

HONOLULU RAIL TRANSIT PROJECT

**GENERAL ENGINEERING CONSULTANT
PROFESSIONAL SERVICES CONTRACT**

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These Special Provisions shall apply to, and are incorporated by reference into the Agreement, except as modified by reference herein. All defined terms in the Agreement shall have the same meaning in these Special Provisions.

I. PROJECT

The Honolulu Rail Transit Project ("H RTP") is described in the Final Environmental Impact Statement as a twenty (20) mile grade separated fixed guideway transit system between East Kapolei and Ala Moana. The CONSULTANT will provide project-wide support services for planning, environmental compliance, scheduling, estimating, and interface, design review and design services, for the H RTP, hereinafter referred to as the "PROJECT."

II. SERVICES

The CONSULTANT's responsibilities under this Agreement include providing services as set forth in the Scope of Work attached hereto and incorporated herein as Exhibit 1.

III. TIME

A. The term of this Agreement is for five (5) years and four (4) months ("Initial Term") commencing with a Notice to Proceed. HART may extend the period of performance of this Agreement for up to an additional three (3) years if compensation to CONSULTANT is provided. The Agreement may be extended pursuant to Section 5 of the General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu dated 08/2000 ("General Terms and Conditions") at any time prior to the end of the Initial Term by an amendment to the Agreement.

B. This is a multi-term Agreement subject to the availability of funds in accordance with HAR § 3-122-149. Funds are available for only the initial year of the Agreement. The contractual obligation of both Parties in each fiscal period succeeding the first will be subject to the appropriation and availability of funds. HART shall notify the CONSULTANT, on a timely basis, whether or not funds are available for the continuation of the Agreement for each succeeding fiscal period. The Agreement will be terminated if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial year of the Agreement; however, this does not affect either HART's rights or the CONSULTANT's rights under any termination clause of the Agreement. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement shall be terminated and the CONSULTANT shall be reimbursed for the unamortized, reasonably incurred, nonrecurring costs.

IV. LIQUIDATED DAMAGES

Liquidated damages shall not apply to this Agreement. Section 6.6 of the General Terms and Conditions, entitled "LIQUIDATED DAMAGES," is hereby deleted in its entirety.

V. INSURANCE REQUIREMENTS

See Paragraph 4.3., Insurance, of the General Terms and Conditions as modified by Section VII (E) below.

VI. COMPENSATION, INVOICING, AND PAYMENT

A. This is a cost plus fixed fee contract subject to the General Terms and Conditions. The compensation of the CONSULTANT shall be allowable Costs and a Fixed Fee up to the amount stated in the Agreement and shall be made in accordance with the Contract Cost Estimate in Exhibit 2A and accompanying Schedule A (Cost Estimate Detail), Schedule B (Other Direct Cost Detail), and Schedule C (Approved Subconsultants) and, the Compensation, Invoicing, and Payment requirements in Exhibit 2B.

B. HART reserves the right to direct removal from the PROJECT of any CONSULTANT or SUBCONSULTANT employee for any reason and at any time.

C. Reimbursement of CONSULTANT labor-related Work should be invoiced to HART on a monthly basis and shall be accompanied by a schedule with the details identified in Exhibit 2B, paragraph 2.a. The CONSULTANT shall certify that the schedule includes only employees authorized by HART to charge the PROJECT and that the information ties to the CONSULTANT's general ledger. The invoice shall also be accompanied by a report of the work accomplished during the previous month and a list of major Work in progress.

D. Reimbursement to the CONSULTANT for Subconsultant Costs and Other Direct Costs (ODC) shall be made upon submission of Subconsultant and Expense Reimbursement Invoices, which shall include copies of pertinent vendor bills or invoices.

E. Final acceptance of the Work contracted for herein and payment therefore shall not excuse the CONSULTANT from any liability for defects in performance of the Work which may subsequently appear.

VII. MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS FOR CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY AND COUNTY OF HONOLULU (08/2000)

The General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu (08/2000) shall apply to, and are incorporated by reference into this Agreement, except as modified herein.

A. DEFINITIONS

The following definitions are added to the General Terms and Conditions:

“AIRPORT ALIGNMENT” means the approximately twenty (20)-mile minimum operable segment of the Locally Preferred Alternative identified by Honolulu City Council Resolution No. 08-261.

“BASELINE DESIGN SCHEDULE” means the time-scaled and cost-loaded

critical path network, updated monthly in accordance with the Agreement and depicting the Price Items and subordinate activities and their respective prices (distributed over time), durations, sequences, and interrelationships that represent the CONSULTANT's Work plans, work breakdown structure ("WBS") for completing the PROJECT and the cost of all Work to be performed under the Agreement, distributed over the duration of the Agreement.

"C.F.R." means the Code of Federal Regulations.

"CHIEF PROCUREMENT OFFICER" shall mean and refer to the HART Executive Director and CEO or designee.

"CONFORMANCE CHECKLIST" is the formal checklist used by the Project team to verify design criteria and construction specification conformance for each certifiable element in accordance with the H RTP Safety and Security Management Plan dated June 1, 2011.

"FEDERAL GOVERNMENT" means the United States of America and any executive department or agency thereof.

"FULL FUNDING GRANT AGREEMENT ("FFGA") means the designated means for the FTA to provide New Starts funds to projects with a Federal share of \$25 million or more. An FFGA establishes the terms and conditions for Federal financial participation in a New Starts project; defines the project; sets the maximum amount of Federal New Starts funding for a project; covers the period of time for completion of the project; and facilitates efficient management of the project in accordance with applicable Federal statutes, regulations, and policy.

"FTA" means the Federal Transit Administration, United States Department of Transportation. The Federal Transit Administration is the current designation for the former Urban Mass Transportation Administration. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration or its acronym UMTA is deemed a reference to the Federal Transit Administration.

"HART" means the Honolulu Authority for Rapid Transportation. The acronym "HART" shall be substituted for the "City and County of Honolulu," "CITY," "Rapid Transit Division," and "RTD," wherever those terms appear in the General Terms and Conditions, unless the context clearly indicates otherwise.

"MILESTONE" means a defined step toward the completion of Work in the Schedule of Milestones. The Schedule of Milestones, once achieved, shall serve as the basis for payment.

"PMOC" means the FTA's Project Management Oversight Contractor.

"PMSC" means InfraConsult LLC, the HART Project Management Services Consultant or any successor entity.

"PROJECT" means all Work performed as set forth in the Agreement, including furnishing all services, labor, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the Work contemplated

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under the Agreement.

“STANDARD” or “REQUIREMENT” means any provision of any Federal, State, or City law, code, rule, regulation, guideline, directive, order, circular, agreement, practice, policy, notice, plan, statement, or other standard or requirement, and any amendment or revision thereto made in the future, including any mandatory provision, term, condition, clause, representation, certification, assurance or other statement required thereunder.

“SUBCONSULTANT” means any subcontractor or subconsultant who enters into an agreement with the CONSULTANT or Consultant’s subcontractors at any tier to perform a portion of the Work for the CONSULTANT.

“U.S.C.” means the United States Code.

“U.S. DOT” means the United States Department of Transportation, including its operating administrations.

“WORK” in addition to the definition described in the Agreement for Professional Services, paragraph 1, means the furnishing of all services, labor, goods, materials, supplies, equipment and other incidentals reasonably required by the Agreement. In certain cases, the term is also used to mean the products of the Work.

“WORK BREAKDOWN STRUCTURE” (“WBS”) means a hierarchal breakdown of the Scope of Work into components.

The following definitions in the General Terms and Conditions are modified as follows:

“CITY AND COUNTY OF HONOLULU,” “CITY,” shall be replaced by **“HART”** whenever those terms appear unless the context specifically indicates otherwise.

“CONSULTANT” or “CONTRACTOR” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or other private legal entity engaged by HART to perform the Work under this Agreement. For purposes of this Agreement, **“Contractor”** shall mean **“CONSULTANT.”**

“DIRECTOR” or “DIRECTOR OF BUDGET AND FISCAL SERVICES” shall be replaced by HART’s Executive Director and CEO or duly authorized representative or assignee, unless the context specifically indicates otherwise.

“OFFICER-IN-CHARGE” means the HART Executive Director and CEO or designee.

B. DESIGNATION OF PROJECT MANAGERS

The Officer-in-Charge will designate a key representative to coordinate the Work under this Agreement, to coordinate work under other HART contracts with the Work under this Agreement, and to act as the liaison between HART and the CONSULTANT in order to assist in expediting the resolution of questions or controversies, the making of

HART decisions, and the review and approval by HART of documents, progress reports, requests, and other matters as required.

The CONSULTANT shall, subject to written approval from HART, designate a key representative, who shall maintain close and frequent communication with HART's key representative and be authorized to act on behalf of the CONSULTANT. Any change in the CONSULTANT's key representative will be made by request, in writing, and be approved by HART. The CONSULTANT's key representative shall be experienced and qualified in the type of work involved and shall be directly responsible for the prosecution of the Work under this Agreement.

The Parties to this Agreement will make all reasonable efforts to retain the same key representatives in order to maintain continuity of effort and control.

C. INDEPENDENT CONTRACTOR

Section 4.1 of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

“4.1.1 The CONSULTANT shall perform the work as an independent contractor and shall indemnify and hold harmless HART and all of its officers and employees from death, injuries, losses and damages to persons or property, including reasonable attorneys' fees and cost of defense, caused by the negligent act, error or omission in the performance of the Agreement by the CONSULTANT or the CONSULTANT's subconsultants, agents and employees and this requirement shall survive the termination of the Agreement. Except for coverage provided under the Parties' insurance policies and to the maximum extent permitted by law, neither Party, its affiliated corporations, agencies, officers, employees, and subcontractors shall be liable for the other Party's special, indirect, or consequential damages.

The CONSULTANT is an independent contractor and shall not be deemed to be an agent, servant, representative or employee of HART. The Agreement shall not be construed to create a partnership or joint venture between HART and the CONSULTANT.”

D. COPYRIGHT OR PATENT

Section 4.2 of the General Terms and Conditions is hereby changed by inserting the following provision 4.2.3 as set forth below:

“4.2.3 All of the work product of the CONSULTANT in executing this Project shall become the property of HART. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the Project shall remain the property of the HART.”

E. INSURANCE

Section 4.3 of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

“4.3.1 Unless otherwise specified in the Contract Documents, the CONSULTANT shall procure or cause to be procured and maintain (as provided herein), at no cost to HART, during the life of this Agreement and any extensions thereof, all insurance to cover the CONSULTANT’s operations under this Agreement, that may be required under the laws, ordinances or regulations of any governmental authority, including but not limited to the coverages below. The CONSULTANT shall either include all tiers of subcontractors, if any, under the policies required under paragraphs 2 through 4, to the extent permitted by law, or shall require all subcontractors to maintain coverages described in paragraphs 1 through 4. The CONSULTANT may seek HART approval, on a case-by-case basis, of subcontractor’s insurance coverages that are less than those described in paragraphs 1 through 4 below.

1. Workers Compensation and Employers Liability Insurance.

The CONSULTANT shall maintain workers compensation and employers liability insurance. Workers compensation coverage shall be in accordance with State statutes. Employers liability coverage shall provide limits of not less than \$100,000 each accident for bodily injury by accident or \$100,000 each employee, \$100,000 aggregate, for bodily injury by disease.

2. Commercial General and Umbrella Liability Insurance.

The CONSULTANT shall maintain commercial general liability (CGL) and if necessary commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, and general aggregate. CGL insurance shall be written on ISO occurrence form, CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). HART and the CITY shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 (or equivalent); such additional insured provisions shall also apply under the commercial umbrella, if any. The policy(ies) shall contain a waiver of subrogation in favor of HART and the CITY.

3. Business Automobile and Umbrella Liability Insurance.

The CONSULTANT shall maintain business auto liability (including no-fault coverage) and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used by the CONSULTANT in the performance of this Agreement. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual

liability coverage, subject to policy terms and conditions.

4. Professional Liability Insurance. The CONSULTANT shall maintain professional liability insurance with limits of not less than \$1,000,000 per claim/annual aggregate, covering the CONSULTANT and the CONSULTANT's employees or agents for liability arising out negligent acts, errors or omissions in the performance of professional services under the Agreement. Such insurance shall remain in full force and effect continuously for the period of design and construction of the Work, and for a period of three years following substantial completion of construction, provided that such coverage is reasonably available at commercially affordable premiums, as mutually determined and agreed. Notwithstanding the foregoing, however, it is understood and agreed that the coverage afforded under this article 4.3.1.4 shall cover only the vicarious liability of the CONSULTANT for the negligent acts or omissions of its agents. CONSULTANT will provide, or have provided, Professional Liability insurance for the negligent act, errors or omissions of its agents with terms and conditions no less than stated in this article 4.3.1.4.

4.3.2 The insurance specified above shall:

1. Provide that insurance specified in 4.3.1.2 and 4.3.1.3 above is primary for claims arising from the CONSULTANT's performance of services or operation of automobiles under this Agreement and that insurance (or self-insurance) carried by HART and/or the CITY shall be excess and non-contributing to CONSULTANT's insurance;
2. Contain a standard Cross Liability coverage providing that the insurance applies separately to each insured, applicable to policies specified in 4.3.1.2 and 4.3.1.3 above;
3. Not be canceled or non-renewed or reduced in limits by endorsement without THIRTY (30) DAYS prior written notice to HART, except for non payment of premium in which case, TEN (10) DAYS notice of cancellation shall be given;
4. Except for Professional Liability insurance required in 4.3.1.4 above, be written on an "Occurrence" form of policy, unless otherwise specifically approved by HART;
5. Be provided by insurers authorized to provide insurance in the State of Hawai'i and with a current Best's rating of not less than A-7 or otherwise approved by HART.

4.3.3 Certificate of Insurance:

1. The CONSULTANT will provide and thereafter maintain current and renewal certificates of insurance, prepared by a duly authorized agent, evidencing the insurance in effect at all times during the term of this Agreement as required herein to HART. In the event of a claim, the CITY or HART may request, and CONSULTANT shall then provide, a copy of the insurance policies.
2. Certificates shall clearly identify the project by name and/or contract number.
3. Certificates shall show the Certificate Holder as the Honolulu Authority for Rapid Transportation, and be delivered to the Executive Director and CEO, 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813. Certificates shall name the Honolulu Authority for Rapid Transportation and the City and County of Honolulu as additional insureds as to General Liability and Automobile Liability insurances."

F. STANDARD OF CARE/DESIGN REVIEWS

Section 4 of the General Terms and Conditions is hereby changed by inserting the following provisions 4.4 and 4.5 as set forth below:

"4.4 Standard of Care

The standard of care applicable to the CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar Services at the time said services are performed. The CONSULTANT will re-perform any services not meeting this standard without additional compensation."

"4.5 Design Review

HART has retained Engineer(s) of Record for various design and engineering work in support of the project (including designers as part of design-build teams) under other contract instruments. The Engineer of Record shall retain final design responsibility and the CONSULTANT's review of design documents shall not constitute any verification or guarantee of design accuracy."

G. MODIFICATIONS

Section 5.1.1 (c) of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"(c) *Within thirty (30) days* after receipt of a written change order, unless the period is extended by the Officer-in-Charge in writing, the CONSULTANT shall respond with a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim."

Section 5.2 of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

“5.2 PRICE ADJUSTMENT.

- (a) Any adjustment in contract price pursuant to a clause in the contract shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the pertinent performance;
 2. By unit prices specified in the contract or subsequently agreed upon before commencement of the pertinent performance;
 3. By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon before commencement of the pertinent performance;
 4. In any other manner as the Parties may mutually agree before commencement of the pertinent performance; or
 5. In the absence of agreement between the Parties, the provisions of section 103D-501(b)(5), HRS, shall apply.
- (b) Submission of cost or pricing data. The CONSULTANT shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of section 103D-312, HRS. The submission of any cost or pricing data shall be made subject to the provisions of subchapter 15, chapter 3-122, Hawai‘i Administrative Rules. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in paragraph (a)(1) through (a)(4) above shall be issued within ten days after agreement on the method of adjustment.”

H. DELAY

Section 6.2 of the General Terms and Conditions is hereby changed by inserting the following provision 6.2.1 as set forth below:

“6.2.1 Review Delay. If the CONSULTANT becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, HART, HART’s other consultants or any other cause beyond the control of the CONSULTANT, which will result in the schedule for performance of the CONSULTANT’s services not being met, the CONSULTANT shall notify HART within three (3) calendar days of such delay. If HART becomes aware of

any delays or other causes that will affect the CONSULTANT's schedule, HART shall promptly notify the CONSULTANT. Failure of the CONSULTANT to notify HART within the time specified above shall bar the CONSULTANT from any claim related to such delay."

I. FIELD SAFETY AND SECURITY

A new Section 6.8 of the General Terms and Conditions, entitled "FIELD SAFETY AND SECURITY," is hereby inserted as follows.

"6.8 FIELD SAFETY AND SECURITY

- (a) The CONSULTANT shall comply with the Honolulu Rail Transit Project Construction Safety and Security Plan (CSSP) current revision and comply with applicable sections, such as, but not limited to, visitor control, public access, first aid/emergency response, safe work practices, personal protective equipment and safety and security reporting requirements. All personnel who will be accessing field locations must attend the HART Safety and Environmental Orientation.
- (b) Notwithstanding the foregoing provisions of this Article 6.8, it is understood and agreed that the CONSULTANT is responsible only for the safety of its employees and its subcontractor's employees at all times."
- (c) The CONSULTANT's personnel will be onsite at construction sites as necessary to perform its obligations under this Agreement. However, the presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make the CONSULTANT or the CONSULTANT's personnel in any way responsible for those duties that belong to HART and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents.

J. KEY PERSONNEL

A new Section 6.9 of the General Terms and Conditions, entitled "KEY PERSONNEL," is hereby inserted as follows.

"6.9 KEY PERSONNEL

- (a) The key personnel as specified below are considered essential to the work being performed under this Agreement. The key personnel may not be

changed without the consent of the Officer-in-Charge.

(b) Prior to removing, replacing, or diverting any of the specified key personnel, the CONSULTANT shall seek HART's approval by notifying the Project Manager, in writing. The CONSULTANT shall submit information to support the proposed action to enable the Officer-in-Charge to evaluate the potential impact of the change on the Agreement. The CONSULTANT shall not remove or replace key personnel under this Agreement until the Officer-in-Charge approves the change. The Officer-in-Charge shall not unreasonably withhold his consent to remove and replace any key personnel.

(c) The key personnel under this Agreement are:

- 1) GEC Project Manager – Jay McRae
- 2) GEC Task 03 Leader - Senior Environmental Planner – Kathleen Chu
- 3) GEC Task 04 Leader - Design Contract Manager – Andrew Leong
- 4) GEC Task 01 & 05 Leader – Jeff Mack

(d) Should the CONSULTANT's Project Manager be replaced for any reason prior to completion of the Agreement, HART's costs shall be reduced by \$250,000. In addition, each time any of the other key personnel are replaced for any reason prior to completion of this Agreement, HART's costs shall be reduced by \$100,000. Cost reductions due to HART under this provision shall be credited to HART within thirty (30) days following the departure of any key personnel identified in Special Provisions 6.9(c) above. The CONSULTANT may request, in writing, that the Officer-in-Charge waive all or part of a reduction if extenuating circumstances exist. The Officer-in-Charge shall have unilateral discretion to waive all or part of a reduction.

(e) If an employee leaves the CONSULTANT's employ for any reason, or if the employee leaves the project due to documented medical, family, or personal conditions beyond the control of the CONSULTANT, the Officer-in-Charge shall waive any monetary reductions."

K. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

A new Section 6.10 of the General Terms and Conditions, entitled "OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES," is hereby inserted as follows.

"6.10 OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating

personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. The CONSULTANT's opinions, analyses, projections, and/or estimates will be based on its knowledge of current, local construction environment and labor and material prices, and will use reasonable assumptions to derive needed data and output. Furthermore, the CONSULTANT's opinions, analyses, projections, and/or estimates shall be performed independently of HART's and variances will be analyzed on a line item by line item basis, if requested by HART; however, CONSULTANT makes no warranty that HART's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates."

L. RECORD DRAWINGS

A new Section 6.11 of the General Terms and Conditions, entitled "RECORD DRAWINGS," is hereby inserted as follows.

"6.11 RECORD DRAWINGS

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. The CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings."

M. HART-FURNISHED DATA

A new Section 6.12 of the General Terms and Conditions, entitled "HART-FURNISHED DATA," is hereby inserted as follows.

"6.12 HART-FURNISHED DATA

HART will provide to the CONSULTANT all data in HART's possession relating to the CONSULTANT's services on the Project. The CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by HART. If any discrepancy or inconsistency is discovered between the contract and/or any such HART-furnished data, the CONSULTANT shall immediately report the same in writing to the Officer-in-Charge."

N. RETAINAGE

Retainage shall not apply to this Agreement. Section 8.5 of the General Terms and Conditions, entitled "RETAINAGE," is hereby deleted in its entirety.

O. PROMPT PAYMENT BY CONTACTORS TO SUBCONTRACTORS

Section 8.6 of the General Terms and Conditions, entitled "PROMPT PAYMENT

TO SUBCONTRACTORS," is hereby deleted in its entirety and replaced with the following:

"8.6 PROMPT PAYMENT BY CONTRACTORS TO SUBCONTRACTORS

- (a) Generally. Any money paid to a contractor shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the procurement agency has withheld payment.
- (b) Final Payment. Upon final payment to the contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract. The final payment request shall be properly documented as required under HAR § 3-125-23 (4).
- (c) Penalties. The contractor may be subject to a penalty of one and one-half (1 ½) percent per month on the outstanding amounts due that were not timely paid to the subcontractor under the following conditions. Where a subcontractor has provided evidence to the contractor of satisfactorily completing all work under their subcontract and has provided a properly documented final payment request as described in paragraph (d), and:
 - (1) Has provided to the contractor an acceptable performance and payment bond for the project executed by a surety company authorized to do business in the state.
 - (2) The following has occurred:
 - (a) A period of ninety days after the day on which the last of the labor was done or performed and the last of the material was furnished or supplied has elapsed without written notice of a claim given to contractor and the surety, and
 - (b) The subcontractor has provided to the contractor, an acceptable release of retainage bond, executed by a surety company authorized to do business in the state, in an amount of not more than two times the amount being retained or withheld by the contractor; any other bond acceptable to the

contractor; or any other form of mutually acceptable collateral, then, all sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the procurement officer to the contractor and subsequently, upon receipt from the procurement officer, by the contractor to the subcontractor within the applicable time periods specified in paragraph (b). The penalty may be withheld from future payment due to the contractor, if the contractor was the responsible party. If a contractor has violated paragraph (b) three or more times within two years of the first violation, the contractor shall be referred by the procurement officer to the contractor's license board for action.

- (d) A properly documented final payment request from a subcontractor, as required by paragraph (c), shall include:
- (1) Substantiation of the amounts requested;
 - (2) A certification by the subcontractor to the best of the subcontractor's knowledge and belief, that:
 - (a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;
 - (b) The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the subcontract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and
 - (c) The payment request does not include any amounts that the subcontractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract; and
 - (3) The submission of documentation confirming that all other terms and conditions required under the subcontract agreement have been fully satisfied.
- The procurement officer shall return any final payment request that is defective to the contractor within seven (7) days after receipt, with a statement identifying the defect.
- (e) In case of a construction contract, a payment request made by a contractor to the procurement officer that includes a

request for sums that were withheld or retained from a subcontractor and are due to a subcontractor may not be approved under paragraph (c) unless the payment request includes:

- (1) Substantiation of the amounts requested; and
- (2) A certification by the contractor, to the best of the contractor's knowledge and belief, that:
 - (a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (b) The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the contract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and
 - (c) The payment request does not include any amounts that the contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract.

The procurement officer shall return any final payment request that is defective to the contractor within seven (7) days after receipt, with a statement identifying the defect.

- (f) This section shall not be construed to impair the right of a contractor or a subcontractor at any tier to negotiate and to include in their respective subcontracts provisions that provide for additional terms and conditions that are requested to be met before the subcontractor shall be entitled to receive final payment under paragraph (c); provide that any such payments withheld shall be withheld by the procurement officer."

P. NO THIRD-PARTY BENEFICIARIES

A new Section 8.8 of the General Terms and Conditions, entitled "NO THIRD PARTY BENEFICIARIES," is hereby inserted as follows.

"8.8 NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than HART and the CONSULTANT and has no third-party beneficiaries."

Q. TERMINATION FOR DEFAULT

Section 9.2 of the General Terms and Conditions is hereby changed by inserting the following provision 9.2.5 as set forth below:

“9.2.5 The Parties are not responsible for damages or delay in performance and payment caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Parties. In any such event, if the CONSULTANT deems they are entitled to an adjustment to the contract price and/or schedule, the CONSULTANT shall, within three (3) calendar days from said event, provide notice to HART and follow the procedures set forth in Special Provisions Section VII.G of the Agreement.”

R. Dispute Resolution

Section 10 of the General Terms and Conditions is hereby changed by inserting the following provision 10.6 as set forth below:

“10.6 Dispute Resolution. The Parties will use their best efforts to resolve amicably any dispute, including, but not mandatorily, the use of alternative dispute resolution options.”

VIII. FEDERAL CLAUSES

FEDERAL FUNDING, INCORPORATION OF FTA TERMS, AND CHANGES TO FEDERAL REQUIREMENTS

This Agreement includes, in part, certain standard terms and conditions required by the FTA, whether or not expressly set forth in the Agreement provisions. All provisions required by the FTA, as set forth in FTA Circular 4220.1F, as amended, will be incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms and conditions will be deemed to control in the event of a conflict with other provisions contained in the Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART to be in violation of FTA terms and conditions. This Agreement will be subject to any financial assistance agreement between HART/City and the FTA and all laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to the Agreement and will be incorporated by reference as if fully set forth herein.

The CONSULTANT shall at all times comply with all applicable Federal Government laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between HART/City and FTA relating to the HRTP, as they may be amended or promulgated from time to time during the term of the Agreement (collectively, “Federal Requirements”). These Federal Requirements may change and the changed Federal Requirements will apply to this Agreement as required unless the Federal Government determines otherwise. The CONSULTANT’s failure to comply with the Federal Requirements shall constitute a material breach of the Agreement.

The Federal Requirements are contained in Exhibit 8, attached hereto and incorporated by reference.

IX. ASSIGNMENT

The CONSULTANT agrees that the CONSULTANT shall not transfer or assign this Agreement in whole or in part, except by an instrument, in writing, approved by HART.

X. HEADINGS; GENDER; NUMBER

The titles of headings of Sections, Subsection and Paragraphs are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

All words used in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

XI. COMPLIANCE WITH OMB CIRCULAR A-87 - OFFICE OF MANAGEMENT AND BUDGET

The CONSULTANT shall at all times comply with the Office of Management and Budget (OMB) Circular A-87, Revised 05/10/2004, which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State, Local, and Indian Tribal Governments. This Circular and its Attachments (A-E) establish the principles and standards to provide a uniform approach for determining allowable costs.

**EXHIBIT 1
SPECIAL PROVISIONS**

**HONOLULU RAIL TRANSIT PROJECT
GENERAL ENGINEERING CONSULTANT SUPPORT
CONTRACT (GEC III)**

SCOPE OF SERVICES

October 24, 2013

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01 SCHEDULING AND ESTIMATING

This Task 01 will cover Scheduling and Estimating services to be provided by the CONSULTANT through the design, construction, and implementation of the Honolulu Rail Transit Project (H RTP). The CONSULTANT will augment HART's staff and will communicate and coordinate these services with HART to ensure consistency with HART processes and procedures, to facilitate timely and informed decisions related to delivery of the Project, and to assist HART in meeting Federal Transit Administration (FTA) and other third-party processes and requirements.

01.01 SCHEDULING AND ESTIMATING SUPPORT

Contract Management System (CMS) is HART's document management and contract controls software for the Project. The CONSULTANT is required to utilize CMS for all project activities in accordance with HART's submittal and invoicing procedures.

Where applicable, the CONSULTANT will augment HART's staff to provide project control services in accordance with HART's approved procedures and FTA requirements. Using proven and effective tools and techniques for dealing with essential Project Control (scope, schedule, and budget) procedures, the CONSULTANT will:

- Establish contract baseline scopes, schedules, and budgets consistent with FTA requirements and subject to HART approval;
- Monitor and report on contractor progress against baselines through the use of data collection, collation, and analysis. Reporting shall be done on a monthly basis; HART and the CONSULTANT will jointly determine the method, format, media and scheduling for standard reporting requirements;
- Perform Project-wide and contract level trend analyses relative to cost and schedule. Trend analyses will be performed monthly and updated to reflect the most recent contractor submittals. The CONSULTANT will identify changes in work production including cost and schedule and will address early detection of potential delays, claims, conflicts between contracts, or other potentially significant impacts to the Project;
- Maintain information management systems to support HART's standard reporting requirements and use of CMS;
- Maintain various progress dashboards and management reports as provided by HART or developed by the CONSULTANT for HART's use; and
- Provide user licenses for all employees accessing CMS, either for scheduling or document control.

01.01.01 Project Control Procedures

The CONSULTANT will assist HART in developing and updating Project-wide project control procedures to be used by HART, the CONSULTANT and Contractors.

The CONSULTANT will prepare CONSULTANT Project Control procedures that describe the processes and methodologies to be used by the CONSULTANT in providing project control services in accordance with the Agreement and with approved HART Plans and procedures. The list of

procedures shall be jointly developed by HART and the CONSULTANT. The procedures shall be supplemental to and aligned with the approved HART procedures such that the services provided will support and be able to fully integrate with HART's CMS.

The CONSULTANT shall submit the CONSULTANT project control procedures to HART for review and comment within thirty (30) calendar days of the initial Notice to Proceed (NTP).

Deliverables

CONSULTANT Project Control procedures

CMS User Licenses

01.01.02 CONSULTANT Management Information System (MIS)

The CONSULTANT will use the existing integrated management information system to support HART's standard reporting requirements and use of CMS.

The CONSULTANT will provide and use a full range of software as needed including, but not limited to, applications such as PRISM, P6, Timberline, Primavera's Pertmaster, Microsoft SharePoint, P6 Analytics, and Oracle's OBIEE and HART's CMS, and other applications as needed. In addition, the CONSULTANT shall provide, at a minimum, two licenses of schedule comparison software ACUMEN FUSE (one for the CONSULTANT and the other for HART's exclusive use). The CONSULTANT will develop reports and report graphics using HART's CMS.

Deliverables

CONSULTANT Management Information System (MIS) Plan

Full range of software as required and approved by HART – PRISM, P6, Timberline, Permater, MS SharePoint, P6 Analytics, Oracle OBIEE, HART's CMS, ACUMEN FUSE (minimum of 2 licenses)

01.01.03 Project Controls Support for FTA Reports

The CONSULTANT will augment HART staff to provide cost, schedule, and performance data and information as required by HART to meet FTA reporting requirements. The data and information shall be provided in the format and medium designated by HART.

Deliverables

As required cost, schedule and performance data to meet FTA requirements

Updates to FTA required documentation, plans, and reports

01.01.04 Scope Control/Work Breakdown Structure (WBS)

HART's WBS will be used by the CONSULTANT for budget and cost reporting purposes. The CONSULTANT may expand HART's approved WBS as deemed appropriate for its internal purposes. If applicable and when requested the CONSULTANT will provide HART with a table of its expanded WBS. The CONSULTANT will develop and implement procedures for use in management of the Agreement and subcontract scopes of services.

01.01.05 Schedule Control

01.01.05.01 Master Project Schedule (MPS)

When requested, the CONSULTANT will assist HART in the development and updating of the Master Project Schedule (MPS) in accordance with HART's approved procedures.

01.01.05.02 Integrated Project Schedule (IPS)

Within thirty (30) days of receipt of the baseline MPS, the CONSULTANT will develop a Baseline Integrated Project Schedule (IPS) in accordance with the approved HART procedures. As the Project progresses, the IPS shall be a roll up of the contractors' approved Progress Schedules (CPS) for each active contract as identified in HART's baseline Contract Package Plan to allow for the validation and tracking of contract interfaces and milestones and to provide for the early detection of potential delays, conflicts, claims, or other potential impacts that could affect the successful delivery of the Project.

The CONSULTANT shall perform monthly updates to the IPS to incorporate and reflect active contractor schedules and milestones. The monthly updates will be compared to the Baseline IPS in order to identify, track, and respond to schedule changes as the Project progresses.

The CONSULTANT will provide the updated IPS to HART monthly and will notify HART of any changes to the Baseline IPS. The development of the IPS including changes, modifications or updates will be performed by the CONSULTANT and in accordance with the approved HART procedures as supplemented by the CONSULTANT project control procedures.

The CONSULTANT will produce a Monthly Schedule Report identifying key issues derived from a comparison analysis of the updated IPS with the MPS.

Deliverables

Monthly Schedule Reports

Monthly IPS update

Updates to Master Project Schedule

01.01.05.03 Review of Contractor Schedule and Pay Request

The CONSULTANT shall perform reviews of Contractor Baseline Schedules, including updates thereto, to verify compliance with the contract requirements. Upon completion of the reviews, the CONSULTANT shall make recommendations for either acceptance or rejection to HART. As part of the Baseline Schedule review, the CONSULTANT will also review the Contractor's Schedule of Milestones (SoM), if applicable.

The CONSULTANT will review contractor monthly progress schedules and pay requests in accordance with approved HART procedures. The CONSULTANT reviews shall be completed within seven (7) days of receipt of the contractor's submittal.

Once the Contractor Baseline Schedule and SoM have been accepted, key changes to the Contractor Baseline Schedule or SoM shall be made via HART's approved change control processes.

Deliverables

Reviews of Contractor Baseline Schedules

Reviews of updates to Contractor Baseline Schedules

Monthly Reviews of progress schedules and pay requests

01.01.06 Cost Control

The CONSULTANT shall assist HART to provide cost control services in accordance with the approved HART procedures or as supplemented by CONSULTANT Project Control procedures that might exceed HART procedure requirements.

01.01.06.01 Project Baseline Budget

The CONSULTANT shall prepare and submit for HART approval a Baseline Estimate (also referred to as a "Bottom-Up" or "Milestone" Estimate) at predetermined milestones in accordance with the approved HART procedures and FTA requirements. The CONSULTANT will derive the Year of Expenditure (YOE) cost by spreading the Baseline Estimate on the MPS using HART agreed upon escalation rates. This will serve as the basis for the Project Baseline Budget. The approved Project Baseline Budget will be broken down by Contract and by WBS/SCC to facilitate reporting to the FTA. Previously generated budgets may be used as reference but shall be validated by CONSULTANT.

Deliverables

Prepare a Baseline Estimate (a.k.a., Bottom-Up or Milestone Estimate)

Prepare anticipated Year of Expenditure costs

Prepare Project Baseline Budget

01.01.07 Estimating Services

The CONSULTANT will assist HART to provide cost estimating services for all contracts during the design and construction phase of the Project at various milestones. The estimating services shall support multiple contract delivery systems including Design-Build (DB), Design-Bid-Build (DBB), Design-Build-Operate and Maintain (DBOM), and other types of arrangements and/or contracts as required. Unless otherwise indicated in the estimate, all estimates will be in YOE dollars.

01.01.07.01 Preliminary Estimates

The CONSULTANT will provide independent cost estimates at typical design milestones. Design-Build is typically at 30% at which point an Independent Estimate is developed, prior to receiving the design-builders' proposals. Typical design milestone estimates for DBB will be at 30% or preliminary level design, 60% or interim level design, and at 90% final design. At 100% design the Independent Estimate will be developed parallel to the bidders. Design-Build-Operate and Maintain will require only an Independent Estimate at 30% Design similar to Design-Build.

For Final Design contracts, the Designer-of-Record will provide all quantities which will be reviewed by the CONSULTANT and corrected as needed prior to incorporation into the preliminary cost estimate. The level of detail of the estimate will increase as the design matures and moves forward. A design contingency will be established for each estimate based on industry standards for the level of design and reduced as the design is completed.

Deliverables

Preliminary Estimates (in YOE dollars)

Estimates for DB contracts at 30%

Estimates for DBB contracts at 30%, 60%, and 90%

Estimates for DBOM at 30%

Review all Final Design contract estimates provided by selected designers

01.01.07.02 Independent Estimates

The CONSULTANT will provide Independent Estimates between completion of final design and prior to the receipt of the contractor's proposal for each HART contract. This will allow evaluation of the contractor's cost proposals to determine compliance with the design documents and scope of work for the contract and responsiveness for potential award.

For Final Design contracts, the Designer-of-Record will provide final quantities upon completion of design. The CONSULTANT will develop the overall estimate for each contract. The CONSULTANT will develop the Independent Estimate within the bidding period of the contract and submit the Independent Estimate to HART twenty-four (24) hours prior to bid opening.

Deliverables

Independent Estimate for each project prior to bid opening

01.01.07.03 Change Estimates

The CONSULTANT will provide independent cost estimates for contract cost changes to the original base contract except contracts that are administered directly by HART. These include but are not limited to owner initiated changes, contractor initiated changes, errors and omissions in the case of design-bid-build contracts, and potential claims. The CONSULTANT will be available for negotiations with the contractor as necessary to resolve contract changes.

Estimates will be developed in WBS or Construction Specifications Institute format using database driven computerized estimating software. Costs will be broken down by labor, material and equipment based on historical project data, industry standard cost data, or vendor quotations as applicable.

Deliverables

Final cost estimates

Development of independent change cost estimates

Negotiations with contractors to resolve contract changes

01.01.07.04 Evaluation of Contractor Bids and Cost Proposals

The CONSULTANT will assist HART to provide review and evaluation of contractors' bids to determine price reasonableness. The CONSULTANT will provide a narrative of review comments in an outline or other format as required by HART. The CONSULTANT shall assist in the development of records of negotiations and final management summaries as needed.

Deliverables

Evaluation of bid results and cost proposals

Narrative of review comments

Assist in the development of records of negotiations and final management summaries

Assumptions

01.A Access to As Needed Resources shall be approved in email by HART in advance of utilization. The request will include subtask, deliverable, schedule, estimated level of effort and estimated of expenses. GEC Task Leader shall monitor status of As Needed Resource utilization on a weekly and monthly basis.

02 INTERFACE MANAGEMENT AND COORDINATION

The CONSULTANT shall assist HART in the oversight of technical coordination and interface management between contracts in accordance with HART's Interface Management Plan (IMP), Rev. 01 (7/30/13).

The CONSULTANT shall provide staffing for the Project Interface Manager (PIM) role.

The CONSULTANT shall provide other interface management support personnel as required to fulfill Task 2, including any staff augmentation required by HART.

The CONSULTANT's PIM shall participate in A-Team meetings. Such A-Team meetings are convened by HART to discuss, evaluate and resolve interface issues that have been "elevated", as defined by the IMP. The CONSULTANT shall assist HART as needed to decide on their resolution.

The CONSULTANT shall prepare, maintain, and update the Project Interface Plan (PIP) in conformance with guidelines contained in the IMP and the Interface Management Coordination, Procedures 6.CM-05 (IMC). The PIP shall serve as a work plan for the CONSULTANT's performance of Task 2. The PIP shall include the following:

- Interface management organization chart with staff assignments, including staff from the CONSULTANT and from HART;
- An outline of the procedures for multiple levels of interface identification, coordination, implementation, and verification, as described in the IMP and IMC, and adapted to the CONSULTANT's work approach to Interface Management;
- Standard forms and templates to be utilized in implementing Interface Management during design phase and construction phase;
- CMS functionality and reporting requirements;
- A summary list of "lessons learned" developed in debriefings with HART and select consultants and contractors;
- A list of process improvements for Interface Management and estimated delivery milestones;
- The anticipated resource loading for Task 2 during the Contract based on the most current Integrated Project Schedule (IPS); and
- Other contents deemed appropriate and required by HART.

The CONSULTANT shall prepare, compile and maintain the Project Interface Control Manual (PICM), which is a compilation of ICMS prepared and submitted by individual designers, contractors and suppliers that have been reviewed by HART and the GEC.

The CONSULTANT shall compile proposed revisions to the IMP and IMC. Upon recommendation by the CONSULTANT and approval by HART, the CONSULTANT shall incorporate revisions and updates to the IMP and IMC.

The CONSULTANT shall review and provide comments for Interface Control Documents (ICD) submitted by the Final Designers and Contractors.

The CONSULTANT shall assist HART's contract management teams in conflict resolution, processing change orders and perform other related, or as needed, activities upon request by HART.

Schedule

- Per the Integrated Project Schedule and periodic reports per the IMP and IMC
- Delivery of PICM within 30 days from NTP
- Delivery of PIP within 60 days from NTP

Deliverables

- PIP and its updates
- PICM and its updates
- IMP and ICM updates
- Completed Review/Commentary forms resulting from CONSULTANT's review of Interface Control Documents submitted by the Final Designers and Contractors. Other deliverables as specified in the IMP and ICM, including technical memoranda and completed forms and data entry required by the IMP and IMC and other related HART management plans or tools.
- Other deliverables related to the as-needed requests by HART.

Assumptions

02.A Access to As Needed Resources shall be approved in email by HART in advance of utilization. The request will include subtask, deliverable, schedule, estimated level of effort and estimated of expenses. GEC Task Leader shall monitor status of As Needed Resource utilization on a weekly and monthly basis.

03 ENVIRONMENTAL AND PLANNING

The CONSULTANT shall provide environmental and planning support to the HART team to ensure compliance with appropriate decision documents for the Project; integration with other applicable state or city entities for systems, station, land use, and operations planning.

03.01 ENVIRONMENTAL PLANNING SERVICES

The CONSULTANT will assist HART by providing general environmental planning services that will include preparation of various environmental evaluation documents, supplemental environmental documents, and related supporting technical studies in compliance with the National Environmental Policy Act (NEPA), Hawaii Revised Statutes (HRS) Chapter 343, and FTA environmental guidance. Environmental planning services will include but not limited to: Required environmental documentation suitable for FTA review and approval, review of construction required environmental documentation, and reports concerning environmental and planning issues that arise during the course of the Project.

The CONSULTANT will implement and/or review contractor-prepared NEPA and HRS Chapter 343 environmental documentation and supporting technical reports for any elements of the original 20-mile Project that require additional environmental clearance if there are refinements or changes that result from, but are not limited to, advancement of design, field conditions, regulatory changes, or permit conditions. Necessary agency and community coordination activities that are required as a part of the processes will also be performed, including preparation of responses to any comments received on draft documents during public circulation periods. As work progresses on environmental documentation, the CONSULTANT will submit progress documentation to HART and other Project participants, as appropriate, and will address review comments arising from this process.

The CONSULTANT will prepare, as appropriate, environmental documentation in compliance with applicable laws and requirements including, but not limited to, NEPA; Section 4(f) of the Department of Transportation Act of 1966, as amended (Section 4(f)); Section 6(f) of the Land and Water Conservation Fund Act; Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106); the Clean Air Act of 1970, as amended (CAA); the Clean Water Act of 1972, as amended; the Endangered Species Act of 1973, as amended (Section 7); Moving Ahead for Progress in the 21st Century (MAP-21); and Re-Evaluation or HRS Chapter 343.

Preparation of environmental evaluations will include, but not be limited to:

- Identify the appropriate type of environmental analysis documentation (i.e., Environmental Assessment, Categorical Exclusion, and HRS Chapter 343 Exemption).
- Components of the environmental analysis documents will include documentation of all necessary and required elements to satisfy applicable federal and/or state law such as purpose and need, alternatives development and analysis, existing conditions, impacts, and mitigation.
- As appropriate, conducting an environmental analysis process that includes scoping, and public and agency coordination.

- The CONSULTANT environmental team shall conduct regular coordination meetings through the course of any environmental process in order to efficiently and effectively collaborate to make decisions or obtain needed information and/or support. The CONSULTANT shall assist HART with review of legal issues related to HRS Chapter 343 and NEPA as directed by HART.

Deliverables

- Reports necessary for submittal of FTA required documentation
- Technical Memoranda related to special studies

03.02 ENVIRONMENTAL COMPLIANCE

The CONSULTANT shall assist HART in all areas of environmental compliance to ensure compliance with documented mitigation measures, decision documents for the Project, permits, and all other commitments specified by the Final EIS/Record of Decision and Section 106 Programmatic Agreement. Environmental compliance services will include, but not be limited to: environmental mitigation monitoring, administration of the PA, support of HART's application and processing of permits; oversight of contractor-initiated permits; and general oversight of compliance requirements. This includes but is not limited to the following:

1. Project's "Mitigation Monitoring Plan (MMP) for Project Oversight": The CONSULTANT will assist HART with the development and implementation of the MMP to assist HART in ensuring compliance with all documented environmental mitigation measures and design commitments specified in the Project's Final EIS and Record of Decision (ROD), including stipulations specified in the Project's Section 106 Programmatic Agreement (PA). MMP activities include but are not limited to the following:
 - a. Identify environmental requirements for the Project that require compliance with Federal, State, and Local regulatory permit conditions and procedures.
 - b. Assist HART to assure that all defined environmental commitments and mitigation measures are incorporated into the Project plans and specifications and identified in the contract documents.
 - c. Assist HART to establish procedures for communication, documentation, oversight, and review of environmental compliance activities for each design and construction contract.
 - d. Assist HART and/or other HART consultants to monitor construction activities to avoid or minimize impacts to the environment and general public in compliance with the construction contract documents.
 - e. Assist HART to develop, approve, and oversee Construction Mitigation Plans (CMPs), in coordination with contractors; each CMP will include a noise and Vibration Mitigation Plan which will be updated every 6 months.
2. Administration of the Section 106 Programmatic Agreement: The CONSULTANT will assist HART to as administer all stipulations in the Project's Section 106 Programmatic Agreement (PA), as well as other requirements of Section 106 of the National Historic Preservation Act.
3. Project Permits – Owner Permits: The CONSULTANT shall assist HART with the identification of necessary permits, and preparation of permit applications. The

CONSULTANT shall assist HART with coordination of regulatory agencies and/or other pertinent stakeholders; ensure all requirements of the regulatory agencies are met; and ensure timely submittal of permit application materials. Assist HART to establish procedures for communication, documentation, oversight, and review of HART initiated permit conditions for each design and construction contract.

4. **Project Permits – Contractor Permits:** The CONSULTANT shall assist HART with the oversight identification of contractor-obtained permits.
5. **Other Environmental Compliance Activities:** The CONSULTANT shall assist HART with reporting and documentation, as necessary. This includes providing environmental support services in the tracking of environmental and permit compliance in a database, such as HART's CMS.
6. The CONSULTANT will also support HART in the Project's design, construction, and operation phases to document contractors' compliance with approved environmental mitigation requirements. The CONSULTANT shall assist HART to verify that the Final Engineering design by contractors/design consultants reflects compliance with the environmental mitigation measures and permit requirements. The CONSULTANT may assist HART in the identification of additional mitigation options to deal with environmental impacts that can be addressed during the design stage.

Deliverables

- Monthly and quarterly reports documenting environmental compliance.
- Permits, reports, and studies required by HART as stipulated in the environmental commitments.
- Monthly and Annual reports, documenting compliance with the PA.
- Reports, and studies required by HART as stipulated in the PA.

03.03 GENERAL PLANNING SUPPORT

The CONSULTANT will provide transportation and land use planning support to the Project. The General Planning Activities include but are not limited to:

- Support HART in support of the FTA New Starts requirements including required FTA documentation, such as the *Before and After Study* Milestone Report(s) as specified in the *Before and After Study* Plan.
- Prepare reports and documentation needed by other Federal and State agencies, such as Interstate Access Modification Request to the Federal Highway Administration (FHWA), and other land-use and transportation-related documents and reports as requested.
- Provide support to transit-oriented development (TOD) and joint development (JD) initiatives around stations.
- Coordinate with other HART agencies to develop station area plans and policies.
- Conduct studies in response to various inquiries from HART and project partners, and affected agencies, communities and constituents on planning issues.
- Conduct surveys and specialized studies to support the construction effort.

03.03.01 Travel Demand Forecasting

The CONSULTANT shall, under the direction of HART and as needed, perform travel demand modeling and analysis to determine projections of travel demand in the Project area. This could be needed as part of assessing transportation impacts to support environmental assessment, transit station area planning, or compliance with Federal requirements for New Starts funding. As appropriate, the travel forecasting model will be updated based upon revised network configurations, socio-economic data, and an updated on-board transit survey. This task includes the provision of travel forecasts for traffic impact, air and noise analysis, related to the original 20-mile project to address questions that arise as a result of final design and construction.

This task includes but is not limited to:

- Updated on-board transit survey for The Bus and, where operational, the rail system to reflect ridership characteristics compatible with the time of the analyses.
- Updated socio-economic data from the Department of Planning and Permitting (DPP).
- Model updates/calibration/validation and application
- FTA coordination
- Uncertainty analysis
- Operations analysis and equilibrium
- Additional model refinements, as needed

An updated version of the travel forecasting model based on a TransCAD platform compatible with the Oahu MPO travel demand model will be used for future work on the project.

Deliverables

Updated forecasts to support the Project

Schedule

To be negotiated per request

03.03.02 Bus/Rail Integration Planning

The CONSULTANT shall provide support to HART to complete bus and rail integration planning. This includes but is not limited to:

- Updates to the feeder bus network needed as stations are opened.
- Prepare studies and planning documents to outline potential bus/rail integration plans for the transit system
- Analyze and report on the alternatives for integrating fare payment across bus and rail transit modes
- Continue to support submittals to FTA and other assignments as requested.

This task may require coordination with other tasks, including GIS/Mapping, Travel Demand Forecasting, Station Access Planning, Station Design, JD and TOD Coordination, and with HART's Budget & Fiscal Department for the Financial Plan. Activities will include:

- Defining the feeder bus service network
- Bus Transit Center planning
- Bus/Guideway operations integration planning
- Input to capital and operating cost models

Deliverables

- Technical memoranda or reports documenting changes
- Bus Fleet Management Plan updates as needed

03.03.03 Station Access and Modal Interface Planning

This task focuses on planning for passenger access to stations and assuring stations are designed to accommodate all appropriate modes. Access modes will include pedestrians, bicyclists, bus riders, TheHandi-Van riders, passengers being dropped off or picked up via private automobile (kiss-and-ride), private shuttle riders, taxi riders, and passengers wishing to park at stations (park-and-ride). The task will require updating the reports prepared during the Preliminary Engineering phase of the Project as needed for Final Design and Construction.

This task may require coordination with GIS/Mapping, Bus Transit Planning, Land Use Planning, and Station Design.

- **Station Access Planning**—The CONSULTANT shall coordinate with HART's station architects to assure final station design accommodates all appropriate modes at activity levels predicted by the travel demand forecasting model. Use the Station Interface Report prepared during the EIS/Project Engineering phase as a basis upon which to estimate station demand by mode. The CONSULTANT shall update Station Interface Report as needed. The CONSULTANT shall assist HART in coordination with other HART and State agencies as needed for approvals and changes to on-street parking, installation of bus pullouts, etc.
- **Station Area Parking**— The CONSULTANT shall conduct before-and-after surveys of parking demand near each station to determine if spillover parking occurs near stations. The CONSULTANT shall support HART effort to develop mitigation plans for spillover parking occurring near stations.

Deliverables

- Station Area Spillover Parking Reports (up to two for each station)
- Update to Station Access and Modal Interface Report

03.03.04 Land Use Planning

The CONSULTANT shall assist HART with coordination with public and private stakeholders, such as the DPP as well as other governmental entities, private citizens, community and business groups, members of the development community, and property owners. The CONSULTANT shall support the preparation of permit applications, planning programs, documents, and reports. The CONSULTANT shall prepare plans, maps and reports in conjunction with the Project's design and engineering teams. The CONSULTANT shall update reports prepared during Preliminary Engineering as needed for Final Design.

This task will require coordination with other tasks, including Environmental Compliance, Environmental Analysis, GIS/Mapping, Station Access Planning, and Station Design.

Deliverables

- Update Station plans and other material as needed to support project advancement through Final Design and construction

03.03.05 Transit Oriented Development (TOD) Planning Services

The CONSULTANT will provide support to HART for land use planning related to TOD at many of the Project's twenty-one (21) station areas. These services could include coordination with various HART and state agencies, special interest groups (e.g., ADA, elderly), and the private sector to resolve such issues as connectivity, access, safety, and opportunities for joint development (JD) near stations.

The CONSULTANT will also provide advice, planning, urban design services, and targeted recommendations to HART in an effort to explore potential JD (transit agency owned land within an easy walk of transit) Program and advance current HART efforts regarding TOD (privately owned land within an easy walk to transit) towards successful implementation. The work will build upon TOD planning and focus on developing early TOD successes that provide positive examples for all subsequent TOD and JD projects.

This task may require coordination with other tasks, including GIS/Mapping, Land Use Planning, Station Access Planning, Station Design, and interface with HART's Right-of-Way Department.

- **JD Advice and Potential Program Development**—Drawing from U.S. best practice, The CONSULTANT will assist HART to develop an effective potential HART Joint Development Program. In addition to best practice research, it is envisioned that the work will consist of a number of meetings with HART to review alternative models, explore opportunities and constraints, and solicit feedback.

- **TOD Review and Recommendations**—Building upon the existing TOD planning efforts of HART, the CONSULTANT will serve as an additional TOD resource to help advance TOD objectives. Initially, the CONSULTANT will review the status of the current HART and City and County of Honolulu Department of Planning and Permitting (DPP) TOD planning efforts and perform an assessment of the results to date and meet with HART to discuss objectives. Based on this review, the CONSULTANT may provide recommendations for codes and implementation tools to move programs to the next level.
- **Implementation Review and Advise**—Once the program is identified and strategies for key areas defined, the CONSULTANT will assist HART to provide implementation review and assessment of key development proposals as requested.

The CONSULTANT will advise and assist HART and engage with public outreach efforts related to TOD as requested.

Extent of CONSULTANT involvement will depend on the status of JD and TOD initiatives.

Deliverables

- Strategic Plan for TOD activities
- Report on TOD institutional barriers and implementation framework
- Report on funding opportunities related to TOD implementation
- Technical memorandum, as requested, on key development proposals

03.03.06 Traffic Analysis

The CONSULTANT will complete traffic-related studies and reports as requested to support environmental analysis and/or planning activities for the Project. The CONSULTANT will prepare reports, applications and other analysis as needed for delivery and submission to HDOT, FHWA, FTA, or other Federal, State, or Local agencies.

This task may require coordination with other planning and engineering tasks, including GIS/Mapping, Environmental Compliance, Environmental Analysis, Station Access Planning, Station Design, Land Use Planning, and Design.

- Complete other traffic analyses, studies, and reports as needed.

Deliverables

- Traffic Analysis Technical Memoranda

03.03.07 GIS/Mapping/Exhibits/Graphics

GIS and mapping, and graphic design support will be needed throughout Final Design and Construction phases to support Planning and Environmental functions. This task may require coordination with other tasks, including Environmental Compliance, Environmental Analysis, Station Design, Land Use Planning, Right-of-Way Acquisition, and Engineering.

- Maintain and update as required maps, graphics, and files prepared during the Preliminary Engineering phase.
- As needed, prepare updated maps and GIS files to support the completion of Final Design and Construction.
- As needed, prepare maps and other collateral material to support Planning and Environmental public outreach processes or stakeholder coordination, as necessary.
- As needed, provide graphic design support and/or GIS and mapping to support the maintenance of the honolulutransit.org website.
- As needed, develop an online tool (for Android and iOS) to provide real-time information to people working in the field.

03.03.08 FTA Coordination and New Starts Support

As requested by HART, the CONSULTANT will support FTA New Starts activities as needed for Final Design and Construction phases of the Project. This task may require coordination with other tasks, including GIS/Mapping, Environmental Analysis, Environmental Compliance, Traffic Analysis, Station Access Planning, Station Design, Land Use Planning, and Engineering.

Deliverables

- Planning support to HART for Full Funding Grant Agreement compliance requirements

03.04 ARCHAEOLOGICAL AND CULTURAL RESOURCES

The CONSULTANT shall support HART to coordinate necessary and required archaeological and cultural resources for the Project. This includes items required by Hawaii Revised Statutes Chapter 6E.

03.05 ON-CALL DESIGN SUPPORT FOR RIGHT OF WAY, UTILITIES, AND ENVIRONMENTAL/PLANNING

Periodically, additional support is required for mapping, surveying, appraisals, and other pre-construction, non-final design activities. This could include, but is not limited to, the following:

- Engineering design support for administration of utility contracts relative to interface with Final Design and Construction such as design reviews, concept design development, and materials in support of coordination/interface meetings;
- Preparation of concept plans or exhibits for HART's use in preparing for coordination with third parties;
- Preparation of concept plans or exhibits for HART's use in preparing environmental documentation; and

- Preparation of concept plans or exhibits for HART's use for land use planning, station planning, TOD coordination, or Joint Development.

Schedule

To be negotiated per request

Deliverables

To be determined per request

04 DESIGN MANAGEMENT SERVICES

This section will cover the CONSULTANT's Engineering and Architectural Design Management Services through the design. The CONSULTANT will communicate and coordinate these activities with HART on an ongoing basis for the duration of the Contract.

04.01 DESIGN

This subsection will cover Design Management Services through the Project's various design phases. This will include design management, design services, and procurement support.

04.01.01 Management of Final Design Contracts

The CONSULTANT will support HART in managing the day-to-day aspects of the Final Design Contracts under the leadership of the Project Manager for both DB and DBB Contracts. This will include the overseeing of scope, Design Criteria compliance, schedule and budget, and assisting in resolution of design issues that arise. Additionally, the CONSULTANT will provide coordination support for the Design Consultants with HART, and assist with third parties and other public agencies coordination. Also, assistance will be provided in coordinating with the Core Systems Contract Designer on design issues, schedule, and other activities as they arise. The CONSULTANT will also oversee peer and constructability reviews, review camera-ready final submittals, and, when necessary, coordinate reviews amongst multiple contractors/consultants/CE&I firms.

Assumptions

Eight (8) Final Design Contracts

- *Guideway (2)*
 - Airport Section Utility and Guideway
 - City Center Section Utility and Guideway
- *Stations Groups (5)*
 - West Oahu Stations (3 stations)
 - Farrington Highway Stations (3 stations)
 - Kamehameha Highway Stations (3 stations)
 - Airport Stations (3 stations)
 - Dillingham and Kakaako Stations (8 stations)
- *Other Facilities (1)*
 - UH West Park-and-ride and Ho'opili Finishes

Note: Engineering support may be required for assembling and reviewing contract documents for the procurement of Final Design or DB Contracts by HART.

Schedule

Per Master Project Schedule

Deliverables

As needed.

04.01.02 Review of Final Design Submittals

As part of the overall management of the Final Design contracts, the CONSULTANT will lead the design review process for HART, provide periodic and scheduled formal design reviews of each plan, specification, and estimate submittal, and recommend approvals to HART. Reviews will be accomplished by all appropriate design disciplines including civil, structural, geotechnical, pavement, drainage, utility, electrical, systems, mechanical, architectural, traffic signals, ITS, maintenance of traffic, specification, environmental, and estimating. CADD standards compliance reviews will be performed by the Consultant at least once before and after final design submission. The CONSULTANT will also perform reviews of proposed design deviations and provide recommendations to HART.

The CONSULTANT will review Maintenance of Traffic (MOT) plans developed by the Final Design Consultant for each Final Design contract to verify that they have been designed in accordance with safety guidelines and within normal operational standards.

Each Final Design contract will have three (3) major milestone review submittals:

- Preliminary
- Interim
- Final

Each submittal consists of plans, specifications, construction cost estimates, geotechnical data and analysis, and associated reports.

Definitions of what comprises each submittal will be developed by the CONSULTANT for each Final Design contract. For the Airport guideway and Utilities Final design contract, a separate interim and Final Design submittal for Utility Relocations will also be required.

All comments will be reviewed by the CONSULTANT to clarify comments, eliminate duplicative comments, and resolve conflicting comments prior to return to the Final Design Consultant. HART, with support from the CONSULTANT, will be responsible for requesting, gathering, and resolving conflicting comments from all other reviewing agencies or third parties. The CONSULTANT and HART reviews will be accomplished within thirty (30) calendar days after full submittal receipt by the CONSULTANT.

Schedule

Per Master Schedule and as negotiated with Final Designers

Deliverables

One (1) set of compiled review comments for each design submittal, uploaded into CMS for each of eight (8) Final Design contracts; appropriate milestone reviews including Airport Segment Utility Relocations will be conducted as directed by HART.

04.01.03 Refine Conceptual Designs

After the Record of Decision (ROD) for the Final EIS, there may be Project areas or features that need engineering or architectural design refinements to the conceptual design. These refinements will be such that they are consistent with the Final EIS and are contained within the Project study area. Refinements may be required because of new data availability, utility changes, property availability, or as a result of value engineering.

The CONSULTANT will make these refinements before Final Design contracts are procured, or prepare separate refinement documentation for incorporation into current contracts, or as directed by HART.

Schedule

As required, but before Final Design commences for a given Project area.

Deliverables

Updated Conceptual Designs, as necessary for the respective procurement.

04.01.04 Update Project Baseline Documents

During the design phases of the Project, periodic updates and revisions to Project Baseline Documents, (PMP, Standard Drawings, Directive Drawings, Compendium of Design Criteria, Plans Standards and Standard Specifications) may be required. The CONSULTANT will coordinate with HART staff in reviewing impacts of and preparing revised documentation for recommended changes and submit them to HART's Configuration Control Manager for processing. HART will be the official keeper of these documents. Development of Division 1 Standard Specifications for Design-Bid-Build construction contracts and architectural Guide Specifications are also included. The work in this subtask will be done under the supervision of a professional engineer or a registered architect licensed in the State of Hawaii. The applicable documents will be signed and sealed by the professional engineer or registered architect as appropriate.

Updates to the Standard Documents may be necessary.

Deliverables

Impact assessment and recommendation of changes to Configuration Control Baseline Documents ready for release as requested by HART

04.01.05 System-wide Signage

The CONSULTANT will update the Signage & Wayfinding Systems Manual to include corridor wayfinding signage, graphics, and the Project's branding guidelines. In addition, the CONSULTANT will prepare Final Corridor-wide

Wayfinding Signage drawings, specifications, signage schedules, and cost estimates. The signage graphics drawings shall include, but are not limited to, the following:

- Station Signage (interior wayfinding signs, including bus transit center and park-and-ride facilities)
- Corridor Wayfinding (Off-site) Signage (Remote off-site signage system)

The Station Final Designers will prepare the Station Signage drawings. The CONSULTANT will review design submittals from the Station Final Designer for conformance with the Signage & Wayfinding Systems Manual and CONSULTANT-prepared graphics drawings and specifications.

The CONSULTANT will prepare the construction contract documents for the procurement and installation of the Corridor Wayfinding (Off-site) Signage to be installed by a separate construction contract.

The Station Final Designer's design will include identification and placement of the appropriate station signage based upon the Signage & Wayfinding Systems Manual.

Wayfinding signage shall conform to any applicable local agency requirements. Where appropriate, such as at neighborhood stations, wayfinding signage would incorporate community input.

The Corridor Wayfinding (Off-site) Signage design package and each Final Design contract will have three (3) major review submittals:

- Preliminary
- Interim
- Final

Procurement and installation of the station signage will be performed by the Station construction contractor.

Guideway operational signage is procured and installed in accordance with the Core System Contract, Technical Provision 3.2.9.6.

Electronic signage will be procured and installed by the CSC Contractor, as coordinated with the Station Final Designer for location, mounting details, power, and communication connections.

Schedule

Per Master Schedule or otherwise negotiated

Deliverables

Updated Signage & Wayfinding Systems Manual

Final Station and Wayfinding Signage Graphics drawings and specifications

Review comments on preliminary, interim, and final design submittals for five (5) Station Final Design packages

Preliminary, interim, and final PS&E submittals for one (1) construction contract that will contain Corridor Wayfinding (Off-site) Signage elements

04.01.06 Final Design for System-Wide Landscape and Other Miscellaneous Final Design Services

The CONSULTANT will provide Design Management oversight for landscape design elements of the final design contracts and DB contracts, and prepare Final Design PS&E for the Landscape required for system-wide facilities and sites for incorporation into the Station Construction Contract drawings. The final design will be based on the Project's Compendium of Design Criteria (CDC). The CONSULTANT will have a Certified Landscape Architect to perform the design requirements of the contract and support in the oversight of the Final Designers and Design-Build Teams.

The landscape drawings shall include, but are not limited to, the following:

- Site plans
- Paving plans
- Planting plans
- Irrigation system plans
- Material schedules
- Tree disposal plans

Sites to be included are

- Traction power substations including TPSS and GBS
- Medians and edge landscape of roadways between stations

Because the overall Project will be opening in phases and designs will progress on different schedules, it is assumed that the system-wide landscape Final Design will be split into up into eight (8) PS&E contracts. The physical limit of each of these contracts will be determined at a later date. Accordingly, the scope, schedule and cost will be negotiated at a later date.

Each Final Design contract will have three (3) major submittals:

- Preliminary
- Interim
- Final

Definitions of what comprises each submittal will be determined when the scope, schedule, and budget are negotiated for this task.

It is assumed that HART will review and submit comments for each submittal within thirty (30) calendar days of receipt from the CONSULTANT.

Includes restoration and improvement of ecological and aquatic function and restoration of riparian areas at Waiawa Stream and Springs.

Schedule

Per Master Project Schedule

Deliverables

Preliminary, interim, and final PS&E review submittals of system-wide landscape design for up to eight (8) construction contract packages

04.01.07 Traffic Analyses

The CONSULTANT will complete traffic-related studies and reports as requested to support Final Design and Design Build Construction phases of the Project. The CONSULTANT will also prepare reports, applications, and other analyses as needed for delivery and submission to HDOT, FHWA, FTA, or other Federal, State, or Local agencies.

This task will require coordination with other tasks, including GIS/Mapping, Environmental Compliance, Environmental Analysis, Station Access Planning, Station Design, MOT Plans, Land Use Planning, and Engineering.

- Support preparation of the FHWA Interstate Access Request to obtain permission from FHWA to connect a proposed access ramp from the H-2 Freeway southbound to the Pearl Highlands park-and-ride facility.
- Complete other traffic analyses, studies, and reports as needed.

Up to three (3) submittals of the draft FHWA Interstate Access Request may be necessary to gain HART's and HDOT's concurrence prior to submittal to FHWA.

The finding of engineering and operational acceptability and approval will be pursued simultaneously.

Deliverables

Update Final FHWA Interstate Access Request if necessary

Traffic analysis technical memoranda

04.01.08 Floodway and Flood Plain

The CONSULTANT will provide support to HART in the analyses and evaluation of construction impacts on floodway, flood plain, and stream crossings. This work includes obtaining additional hydrologic and hydraulic data, preparation of hydrologic, hydraulic, river mechanic and sediment transport modeling and analyses, evaluation of construction impacts to flood elevation, No-Rise certification and mitigation for temporary and permanent facilities, Flood Hazard Variance Application, flood plain mapping revisions, development of a Pearl Highlands Transit Center Station/Park-and-Ride Facility (PHSPR) Operations and Maintenance (O&M) concept plan related to Facility impacts caused by flood flows from the Waiawa Stream/Panakauahi Gulch watersheds, coordination with Federal, State, and local agencies, and technical memoranda or reports.

The CONSULTANT will also prepare or complete Final Design PS&E for modification/restoration of streams and station flood-proofing based on the analyses performed above. The construction documents will be included in the Final Designs of three (3) affected Construction Contract Packages.

The Final Design Contract will have three (3) major review submittals:

- Preliminary
- Interim
- Final

Schedule

Per Master Project Schedule or otherwise negotiated

Deliverables

Technical memoranda/reports

No-Rise Certifications, if necessary

Revised Floodplain Maps, if necessary

Flood Hazard Variance Application, if necessary

Stream modification/restoration and Station flood-proofing designs for preliminary, interim, and final PS&E submittals of three Final Design packages.

04.01.09 Intelligent Transportation Systems (ITS) Operational Support

The CONSULTANT will provide ITS traffic operational support, coordinate ITS infrastructure across all rail construction segments, and coordinate modifications to the Oahu Advanced Traveler Information System (ATIS) with HDOT. This work is anticipated to include:

- Field and central system verification of Contractor's initial installation of ITS infrastructure. This is anticipated to include witnessed testing of ITS data, video and communications infrastructure.
- Ongoing monitoring of Contractor-installed ITS infrastructure including data validation, video functionality and verification of system uptime. When appropriate, adjustment to ITS infrastructure locations will be recommended to HART and, when approved, coordinated with Contractor(s). Monthly reports will be provided to HART detailing ITS system performance.
- Ongoing coordination and verification of Dynamic Message Sign (DMS) messaging within and between construction segments. This work will include periodic review of field message status. If travel time messaging is implemented, this work will include integration support between the HDOT travel time system and the Contractor's ITS system. This integration will be limited to implementation of the travel time data stream for Contractor use. Integration with the data stream is the responsibility of the Contractor.
- Ongoing configuration of speed sensor infrastructure into HDOT's central system software. This work is anticipated to be primarily a coordination effort with the Contractor and HDOT's speed data vendor.
- Ongoing configuration of the HDOT travel time system software to accommodate Contractor installed travel time infrastructure (license-plate

recognition (LPR) devices). This work includes configuration of each LPR into the central system and system adjustments to filter field data to maximize accuracy of the output. Bi-weekly reports will be provided to HART summarizing observed travel times in each construction corridor. Quarterly analysis will be completed and provided in a formal report to document Contractor impacts on travel times in each corridor as well as overall ITS infrastructure performance and Contractor conformance to related contract requirements.

- Provide staff support to DTS to manage ITS related submittals, coordinate integration with DTS infrastructure and monitor ongoing ITS performance including signal operations. (Level of effort to be determined by DTS and HART.)
- Integration of rail construction travel condition (speed and travel time), video and construction data into HDOT's Go Akamai traveler information system. This work is anticipated to include data and video integration and limited interface development to accommodate the relevant traveler information generated by the rail construction infrastructure and public information program.

Schedule

Per Master Project Schedule or otherwise negotiated

Deliverables

ITS Witnessed Test Report(s)

Monthly ITS Performance Reports – Uptime, Data/Video Quality

Bi-Weekly Corridor Travel Time Reports

Quarterly ITS Conformance Reports

DTS Support – Monthly Staff Support Summary

04.01.10 Renderings/Drawings for Public Outreach

The CONSULTANT will assist HART in the preparation of presentation-quality renderings and drawings necessary for public meetings, outreach events, and task force meetings. When required, a schedule for production of these materials will be presented by the CONSULTANT to HART for approval. The CONSULTANT will also support Environmental & Planning and HART Public Involvement.

Deliverables

Presentation materials as needed

Photographic simulations (before and after, various sizes), as needed.

04.01.11 Support Cost Estimating

The CONSULTANT, as directed by HART, will support HART in ongoing updates of the Project-wide cost estimates as the various phases of the Project progress. HART retains overall responsibility for the updating of, and revisions to, the estimates. The CONSULTANT will coordinate with all Final

Designers so that estimating is prepared and presented consistently and per Project guidelines.

04.01.12 Support System-Wide Interface and Integration

The CONSULTANT will provide design-level coordination to the ongoing system-wide interface and integration activities included in Task 02.

04.01.13 Third-Party and Utility Agreements Support

The CONSULTANT, as directed by HART, will support the preparation of Third-Party Agreements (e.g., the HDOT Master Agreement). Engineering support as needed for the drafting of 3rd Party and Utility Agreements will include design reviews, concept design development, and design materials in support of coordination/interface meetings.

Schedule

Per Master Schedule

Deliverables

Draft Utility and 3rd Party Master Agreements as directed by HART

04.02 DESIGN SUPPORT DURING CONSTRUCTION

04.02.01 Design Support for Design-Build (DB) Construction

For DB projects, the DB contractor is responsible for all quality control of the Project, including all self-performed work, as well as the work and products of all subcontractors, fabricators, suppliers, and vendors. Design Support functions to be performed by the CONSULTANT include:

- Reviewing contractor design submittals for contract compliance
- Attending weekly contractor design meetings as necessary
- Field observations to verify contract requirements as necessary
- Reviewing procedural submittals, contractor RFIs and RFCs, and As-Builts

Four (4) Design-Build Contracts

- West Oahu/Farrington Highway Guideway
- Kamehameha Highway Guideway
- Maintenance and Storage Facility
- H2 Freeway Ramps Pearl Highlands Multi-Level Parking Facility and Bus Transit Center

Responses to RFIs will be prepared for issues specific to the baseline Standards of the Project. Requests by the DB Contractor for design support or direction that are within the contractual requirements of the DB Contract will not be addressed.

Responses will be returned to the DB Contractor generally within fourteen (14) days of receipt of an RFI.

Submittal reviews performed by the CONSULTANT will be coordinated with HART with the goal of completing the review and returning to the DB Contractor within thirty (30) calendar days of receipt of the complete submittals.

Schedule

Per Master Project Schedule

Deliverables

Design submittal review comments

Responses to Contractor-initiated RFIs and RFCs

Assistance with HART-initiated RFCs including drawings as necessary

04.02.02 Design Support for Elevators and Escalators Design, Furnish, Install, and Maintain Contract

Design Support functions include:

- Specifications review
- Room and equipment list review

One (1) Elevator and Escalator Construction Contract

Schedule

Per Master Project Schedule

Deliverables

Review comments

04.03 ADDITIONAL DESIGN SERVICES

This section covers Additional Design Services as required for the project.

04.03.01 Design and Design Studies

The CONSULTANT will provide additional Engineering or Architectural Design and Design Studies, excepting geotechnical investigations and studies that may be required throughout the various design phases. These may be necessary as a result of Final Design progression or as other issues arise.

Schedule

To be negotiated per request

Deliverables

To be determined per request

Assumptions

04.A Access to As Needed Resources shall be approved in email by HART in advance of utilization. The request will include subtask, deliverable, schedule, estimated level of effort and estimated of expenses. GEC Task Leader shall monitor status of As Needed Resource utilization on a weekly and monthly basis.

05 PROGRAM MANAGEMENT AND DELIVERABLES

This section will cover the CONSULTANT's Program Management Services throughout the entire duration of the Agreement. The services include the CONSULTANT's management of its contract with HART and includes, but is not limited to, the Transition Plan, Work Breakdown Structure, Budget Staffing Plan, Monthly Progress and Status Reports, and Contract Administration. The CONSULTANT will communicate and coordinate these activities with HART on an ongoing basis for the duration of the Agreement.

05.01 TRANSITION PLAN

During the first sixty (60) days from receipt of the NTP, the CONSULTANT will prepare and implement the Transition Plan presented in its proposal to ensure the smooth changeover of duties from the incumbent GEC.

Deliverables

Interview Summary

Document Summary

15 Day Findings

30 day Workshop Plan

30 day Recommendation Summary and Evaluation

60 Day Implementation Plan

05.02 CONSULTANT WORK BREAKDOWN STRUCTURE (WBS)

Within thirty (30) days from receipt of the NTP, the CONSULTANT will prepare and submit for HART review and comment a WBS to a level consistent with the work being accomplished and of sufficient detail to capture CONSULTANT costs in such manner as to be able to report at the FTA Standard Cost Categories (SCC) levels. The WBS will be in alignment with the Project WBS to allow for consistency in tracking and exporting cost and schedule data.

Deliverables

CONSULTANT WBS

05.03 CONSULTANT BUDGET

In addition to the requirement for all budget and costs to be collected by WBS level, at least a three-tier contract budget is required. The top tier will be the CONSULTANT contract amount consisting of an aggregation of all top level tasks. The second tier will be top tasks consisting of an aggregation of all lower sub-tasks. The third tier will be the top level sub-task for each task and will consist of an aggregation of all lower sub-tasks. The budget amounts will consist of the hours negotiated for each staff position by tasks and/or sub-tasks multiplied by the applicable fully burdened labor rate. The fully burdened rate will consist of the raw labor, the applicable overhead rate and fixed fee as a percentage of labor and overhead. The CONSULTANT will provide HART a hard copy of the budget tabulation and an MS Excel file that contains all the data and all the

formulas used in preparation of the budget. Upon approval by HART, the budget will be baselined for the three tiers mentioned above.

If there is a need to revise the baselined budget the CONSULTANT will notify HART in writing of the justification and provide the proposed budget revisions. These revisions could include the transfer of budget between top level tasks and sub tasks to efficiently allocate and manage the budget. Upon agreement from HART the baselined budget may be revised as agreed. Should the CONSULTANT choose, for internal management purposes or any other reason, to budget lower than the three tiers mentioned above, HART approval to make revisions at the lower levels is not required, provided the revisions do not change the baselined budget.

Deliverables

Budget Tabulation Hard Copy

Budget Tabulation MS Excel File

05.04 STAFFING PLAN AND SCHEDULE

The CONSULTANT's initial list of individuals authorized to be reimbursed for Project Work shall be included as an attachment to the Special Provisions, identified as Exhibit 2D, Approved Personnel List. Proposed additions to the list shall be submitted to HART for approval prior to invoicing for employees not previously on the list. The CONSULTANT will submit by the last business day of each contract year an annual staffing plan, accompanied by estimate of cost, for approval by HART, which covers the period for the beginning of July to the end of June for each year during the term of the Contract. The staffing plan shall be conformed to the budget and will identify position title, names of staff assigned when known, planned start and finish dates, and the planned level of effort they will expend during their assignment to the Project. In addition to cost, the plan will show the level of effort, stated as full-time equivalent. One full-time equivalent shall equal 1,920 billable hours annually.

The CONSULTANT shall provide a cost and resource loaded schedule of work products and staffing plans for review and comment by HART within sixty (60) days from receipt of the NTP. The schedules shall depict the CONSULTANT's scope of work, key deliverables (i.e. those deliverables identified in Exhibit 1 – Scope of Work), and assigned resources. The appropriate schedules shall be updated monthly and submitted along with the monthly progress report.

Deliverables

Annual Staffing and Cost Plan

CONSULTANT Baseline Schedule

CONSULTANT Schedule Updates

05.05 MONTHLY PROJECT PROGRESS AND STATUS REPORTS

The CONSULTANT will submit a monthly report to HART that reflects accomplishments in the prior month and significant work anticipated in the coming month. The report will include a list of open action items and current status.

In addition to the above, the report will address summary level Project status for which the CONSULTANT is responsible and will cover scope, schedule, budget, risk assessment, environmental compliance, and design management.

The monthly report will also include a section that contains the status of cost versus budget grouped by tier 2 and 3. The summary sheet will show monthly cost versus budget, inception to date cost versus budget and the cost to complete. Attached to this section of the report will be the current monthly hours charged by individual by sub-task. If requested by HART details by employee by sub-task from inception to date will be provided.

Deliverables

Monthly Progress Report

Monthly Action Item List

Monthly Cost and Budget Report

Employee Detail Report by Employee and by sub-task

05.05.01 CONSULTANT Contract Administration

05.05.01.01 Cost Accounting

The CONSULTANT will develop and implement cost accounting procedures that are compliant with CITY, State, Federal, and FTA requirements and meet the terms of the Agreement. The procedures will enable the CONSULTANT to identify and invoice only for costs that are allowable under the Agreement. Exhibit 2B to the Special Provisions describes the invoicing and compensation provisions.

05.05.01.02 Subcontract Administration and Contracting Approach

The CONSULTANT will develop subcontract administration procedures that are compliant with CITY, State, Federal, and FTA requirements. These procedures will address subcontracts at all tiers and provide for the incorporation of proper scopes, schedules, and budgets, as well as all required contract flow-down clauses. Administrative procedures will address such subjects as invoicing, payment, insurance verification, reporting, acceptance of work, and subcontract close-out.

The CONSULTANT will develop subconsultant contracts (subcontracts) in conformance with the overall Agreement. Where practical, subcontracts will be developed using the same contractual arrangement as the Agreement. In cases where this is not practical, the CONSULTANT will notify HART on the arrangement used.

HART reserves the right to approve all subcontractors. A list of subcontractors at all tiers will be provided to HART upon request.

Assumptions

05.A Access to As Needed Resources shall be approved in email by HART in advance of utilization. The request will include subtask, deliverable, schedule, estimated level of effort and estimated of expenses. GEC Task Leader shall monitor status of As Needed Resource utilization on a weekly and monthly basis.

Honolulu Rail Transit Project

EXHIBIT 2A

SCHEDULE A

COST ESTIMATE DETAIL

Cost Description	Total
Total Estimated Direct Labor Costs	\$10,572,543.00
Total Overhead (Direct Labor)	\$10,816,063.00
Fixed Fee	\$2,138,862.00
Other Direct Costs - Reimbursable	\$890,000.00
Other Direct Costs – Cost of Living	\$402,069.00
Total Estimated Subconsultant Costs:	\$20,154,243.00
Sub-Total	\$44,973,780.00
GET Taxes (@4.712%)	\$1,169,497.00
Total Aggregate Amount	\$46,143,277.00

Honolulu Rail Transit Project

EXHIBIT 2A

SCHEDULE B

OTHER DIRECT COST DETAILS

<u>Item</u>	<u>Description</u>	<u>Total Cost</u>
1	Relocation/Cost of Living Adj.	
2	Graphics Supplies	
3	Miscellaneous Equipment	
4	CMS User Licenses	
5	Software Licenses	
6	Miscellaneous Services	
7	Miscellaneous - Other	
8	Travel - Transition Team	
9	Travel - Project	
	Estimated Other Direct Costs	<u>\$ 1,292,069.00</u>

EXHIBIT 2A

SCHEDULE C

APPROVED SUBCONSULTANT LIST

3D Infusion
Bowers + Kubota Consulting
Hirata & Associates
Ku'iwalu
Mechanical Enterprises, Inc.
MKE Associates
Nelson/Nygaard Consulting Associates
Network Rail Consulting Limited
Pacific Geotechnical Engineers
ParEn, Inc.
PGH Wong Engineering
PSC Consultants
R. M. Towill
The Solis Group
UTRS, Inc.
Walters, Kimura, Motoda, Inc.
Y. Ebisu & Associates
Yogi Kwong Engineers

EXHIBIT 2B
COMPENSATION AND INVOICING

1. Subject to the provisions set forth in this Agreement, the CONSULTANT will be paid on a monthly basis by HART for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals. The amount to be paid to the CONSULTANT shall be computed as hereinafter set forth; provided that such payment shall not exceed the amount of FORTY-SIX MILLION ONE HUNDRED FORTY-THREE THOUSAND TWO HUNDRED SEVENTY-SEVEN AND 00/100 DOLLARS (\$46,143,277.00), (hereinafter called the "Total Price"), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided in this Agreement. In the event the CONSULTANT incurs costs, fees or other compensation in excess of the Total Price, adjusted as provided herein, the CONSULTANT shall pay such excess from its own funds and HART shall not be required to pay any part of such excess and the CONSULTANT shall have no claim against HART on account thereof.

2. Compensation for work and services shall be on a cost plus fixed fee basis but not to exceed the Total Price.

Cost:	\$44,004,415.00
Fixed Fee:	<u>\$ 2,138,862.00</u>
Total Price:	\$46,143,277.00

Compensation shall be the sum of direct labor costs, indirect costs, subconsultant costs including other direct costs, CONSULTANT other direct costs, fixed fee and General Excise and Use Tax as described below. Costs to be paid are identified in the "Contract Cost Estimate" schedule, which is attached hereto as Exhibit 2A and incorporated herein by this reference, and comprise the following:

a. Direct Labor Costs. Direct labor costs shall be the total number of hours worked on the PROJECT by each authorized employee multiplied by the employee's regular hourly rate. Employees direct hourly rates shall not be increased by more than three percent (3%) for any twelve-month period during the term of this Contract. The list of employees authorized to charge to the PROJECT shall be named in the Exhibit 2D. Requests by the CONSULTANT to add employees to the list shall be submitted in writing to HART for approval. The request will identify the individual by name, position, primary task to be assigned, estimated hours, current raw hourly rate and the overhead rate applicable for the charges. Charges made by employees who are not on the authorized list at the time the charges were incurred will not be reimbursed by HART. Employees who are no longer authorized to charge to the PROJECT will be removed from the authorized list. In no event shall overtime be classified or billed as direct labor without prior HART approval.

Honolulu Rail Transit Project

b. **Indirect Costs.** Indirect costs shall be the product of all direct labor costs multiplied by an overhead rate. The Parties agree that the negotiated Overhead Rates shown in Exhibit 2C shall be used for the purpose of invoicing for the period ending December 31, 2014. The CONSULTANT's overhead rates are to be calculated on an annual basis and are to be prepared on the basis of accounting practices prescribed by Part 31, Subparts 31.1 and 31.2 of the Federal Acquisition Regulations and be supported by a "Report of Independent Auditors". Facilities, services and equipment (except for computers) for "Project Office" CONSULTANT staff will be provided by HART. Computers are included in the CONSULTANT's negotiated overhead rate. The CONSULTANT's negotiated overhead rates will be reviewed annually by HART and adjusted if deemed acceptable to HART. The negotiated, initial Overhead Rates are contained in Exhibit 2C and are incorporated by this reference. This initial rate shall be used from date of Notice to Proceed until December 31, 2014.

c. **Other Direct Costs.** Other direct costs shall be billed at cost without markup by the CONSULTANT and shall include actual authorized expenses incurred by the CONSULTANT for PROJECT work that is identified in the Contract Cost Estimate which is attached hereto as Exhibit 2A, Schedule B and incorporated herein by reference.

d. **Fixed Fee.** HART shall pay the CONSULTANT a fixed fee of TWO MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY TWO AND 00/100 DOLLARS (\$2,138,862.00). Such fixed fee is included in the Total Price set forth above. It is understood and agreed that the fixed fee is only due and payable for the PROJECT work for which HART has given Notice to Proceed and for which the CONSULTANT has satisfactorily completed. The fixed fee will be prorated and paid monthly in proportion to the CONSULTANT's direct labor and overhead for work satisfactorily completed. The proportion of work completed shall be documented by invoices. A payment for an individual month shall include that approved portion of the fixed fee allocable to the PROJECT work satisfactorily completed during said month and not previously paid. Any portion of the fixed fee not previously paid in the monthly payments shall be included in the final payment. HART may permit an increase in the fixed fee only due to "Additional Work" anticipated beyond that work covered by the scope of services that is contained in the Scope of Work, attached hereto and incorporated herein as Exhibit 1. In the event HART deletes work from the Scope of Work in Exhibit 1, a proportional decrease in the fixed fee may be required.

e. **Subconsultant Costs.** It is agreed that HART has the right to approve any CONSULTANT subcontractors related to the PROJECT. The provisions contained in Exhibit 2B shall apply to Subconsultant costs. Subconsultant costs shall be billed to HART at cost without markup by the CONSULTANT and shall include actual authorized expenses incurred by the CONSULTANT for PROJECT work that is identified in the Contract Cost Estimate, attached hereto as Exhibit 2A. Subcontractors listed in Exhibit 2A, Schedule C are deemed approved.

Honolulu Rail Transit Project

f. The CONSULTANT's personnel contained in Exhibit 2D shall designate by employee the expected overhead rate schedule to be used for billing and any changes will require advance HART approval.

3. Payment Schedule. Each month the CONSULTANT shall submit to HART an invoice for payment for PROJECT work completed to the end of the previous month in a form and in reasonable detail as determined by HART. Such invoices shall be for work performed subsequent to that work covered by all previously submitted invoices and shall be completed pursuant to the rates and limitations set forth hereinabove. Invoices shall be supported by adequate documentation as determined by HART and shall detail the work, charge(s) by sub-task, hours, amount and employee name for which payment is being requested, including subconsultant employees, and shall itemize, with receipts and invoices attached, the Other Direct Costs for which reimbursement is being requested. Within thirty (30) days of receipt of an invoice and upon approval of the work satisfactorily completed and amount billed, HART will pay the invoice as approved. At no time shall the total cumulative amount paid for the PROJECT work exceed the Total Price. A copy of invoices submitted by the authorized subconsultants identified in Exhibit 2A, Schedule C for which payment is requested by the CONSULTANT shall be attached to the CONSULTANT's invoice submitted to HART. The CONSULTANT shall notify the HART Project Manager in writing no later than ten (10) days after incurring seventy-five percent (75 %) of the Total Price or whenever the CONSULTANT believes the PROJECT Work cannot be completed for the Total Price.

EXHIBIT 2C
OVERHEAD RATE SCHEDULE

<u>Company</u>	<u>Overhead thru 12/31/2014</u>
CH2M Hill	152.557%
Bowers + Kubota Consulting	149.000%
Hirata & Associates	158.240%
PGH Wong Engineering	145.960%
R. M. Towill	176.000%
The Solis Group	188.825%

Honolulu Rail Transit Project

EXHIBIT 2D
APPROVED PERSONNEL LIST

1	McRae, Jay	CH2M Hill	152.557%
2	Mack, Jeff	CH2M Hill	152.557%
3	Tomik, Sargon	CH2M Hill	152.557%
4	Wells, Bob	CH2M Hill	152.557%
5	Chu, Kathleen	CH2M Hill	152.557%
6	Shin, Teresa	CH2M Hill	152.557%
7	Luersen, Paul	CH2M Hill	152.557%
8	Kettley, Lisa	CH2M Hill	152.557%
9	Wagner, Donald	CH2M Hill	152.557%
10	Shinn, Brian	CH2M Hill	152.557%
11	Leong, Andrew	CH2M Hill	152.557%
12	Bekemeier, Bill	CH2M Hill	152.557%
13	Le, Tung	CH2M Hill	152.557%
14	Kanae, Chris	CH2M Hill	152.557%
15	Takenaka, Brad	CH2M Hill	152.557%
16	Diana Yust	CH2M Hill	152.557 %
17	Mai Crumley	CH2M Hill	152.557 %
18	Derek Phipps	CH2M Hill	152.557 %
19	Bob Ironmonger	CH2M Hill	152.557 %
20	Jonathan Spencer	CH2M Hill	152.557 %
21	Don Ulrich	CH2M Hill	152.557 %
22	Neil Handyside	CH2M Hill	152.557 5
23	Tom Ragland	CH2M Hill	152.557 %
24	Brian Painley	CH2M Hill	152.557 %
25	Tony Woody	CH2M Hill	152.557 %
26	Terry Shin	CH2M Hill	152.557 %
27	Craig Helmann	CH2M Hill	152.557 %
28	Neha Rathi	CH2M Hill	152.557 %
29	Alisa Swank	CH2M Hill	152.557 %
30	Rob Rodland	CH2M Hill	152.557 %
31	Raymond Mok	CH2M Hill	152.557 %
32	Celena Stone	CH2M Hill	152.557 %
33	Terra Lingley	CH2M Hill	152.557 %
34	Kit Yim	CH2M Hill	152.557 %
35	Jason Kage	CH2M Hill	152.557 %

Honolulu Rail Transit Project

36	Steve Silkworth	CH2M Hill	152.557 %
37	Andy Freitas	CH2M Hill	152.557 %
38	Erin Trahan	CH2M Hill	152.557 %
39	Brent Nakaoka	CH2M Hill	152.557 %
40	Michael Motoda	CH2M Hill	152.557 %
41	Tim Siedlecki	CH2M Hill	152.557 %
42	Robin Hirano	CH2M Hill	152.557 %
43	Russell Arakaki	CH2M Hill	152.557 %
44	Mark Johnson	CH2M Hill	152.557 %
45	Reggie Mason	CH2M Hill	152.557 %
46	Gavin Fraser	CH2M Hill	152.557 %
47	Brian Ruby	CH2M Hill	152.557 %
48	Yonell Grant	CH2M HILL	152.557 %
49	Wanda Oliver	CH2M HILL	152.557 %
50	Kubota, Dexter	Bowers + Kubota Consulting	149.000%
51	Myong Choi	Bowers + Kubota Consulting	149.000 %
52	Chuck, Jeff	Bowers + Kubota Consulting	149.000%
53	Kirschner, Justin	Bowers + Kubota Consulting	149.000%
54	Shimizu, Bob	Bowers + Kubota Consulting	149.000%
55	Lum, Michael	Bowers + Kubota Consulting	149.000%
56	Uemura, Roy	Bowers + Kubota Consulting	149.000%
57	Morimoto, Paul	Hirata & Associates	158.240%
58	Yoshida, Rick	Hirata & Associates	158.240%
59	Truong, Con	Hirata & Associates	158.240%
60	Wong, Clifford	PGH Wong Engineering	145.960%
61	Le, Anh-Tuan	PGH Wong Engineering	145.960%
62	Murokami, Kenji	PGH Wong Engineering	145.960%
63	Beatty, John	PGH Wong Engineering	145.960%
64	Wang, Janet	PGH Wong Engineering	145.960%
65	Katz, Jeff	PGH Wong Engineering	145.960%
66	Libby, Roland	R. M. Towill	176.000%
67	Davis, Ilana	R. M. Towill	176.000%
68	Lee, Lori	R. M. Towill	176.000%
69	Andrews, Hazel	R. M. Towill	176.000%
70	Garrett, Robert	The Solis Group	188.825%

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of CH2M HILL, INC I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

Terry A. Ruhl
(Signature of Authorized Official)

TERRY A. RUHL
(Print Name)

11/27/13
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

CH2M HILL, INC. _____ intends to subcontract Work for the
General Engineering Consultant Professional Services Contract to _____

Bowers + Kubota Consulting

(Name of Subcontractor/Consultant)

to perform the following type of work which may include but not be limited to:

Project Controls including estimating and scheduling

Technology Transfer

Architectural & Station Design

Constructability and Utilities

The minimum value of the Subcontract is estimated not-to-exceed \$1,629,798.

The Subcontractor/Consultant _____ is is not a certified DBE firm.

If certified, indicate certifying entity: _____ . Include a name and telephone
number for certifying entity _____ .

For the Consultant:

Terry A. Ruhl
(Signature)

TERRY A. RUHL
(Printed Name)

Vice President
(Title)

11/27/13
(Date)

For the Subcontractor/Subconsultant:

Dexter Kubota
Confirmed by: (Signature)

Dexter Kubota
(Printed Name)

Vice President
(Title)

12/4/13
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

CH2M HILL, INC. _____ intends to subcontract Work for the
General Engineering Consultant Professional Services Contract to _____
Hirata & Associates, Inc.

(Name of Subcontractor/Consultant)

to perform the following type of work which may include but not be limited to:

Geotechnical Engineering _____

_____.

The minimum value of the Subcontract is estimated not-to-exceed \$ 203,328.

The Subcontractor/Consultant _____ is _____ is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Terry A. Ruhl
(Signature)

TERRY A. RUHL
(Printed Name)

Vice President
(Title)

11/27/13
(Date)

For the Subcontractor/Subconsultant:

Paul S. Morimoto
Confirmed by: (Signature)

PAUL S. MORIMOTO
(Printed Name)

PRESIDENT
(Title)

12/4/13
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

CH2M HILL, INC. intends to subcontract Work for the
General Engineering Consultant Professional Services Contract to _____
The Solis Group

(Name of Subcontractor/Consultant)

to perform the following type of work which may include but not be limited to:

Document Control, Scheduling, PLA

The minimum value of the Subcontract is estimated not-to-exceed \$ 1,929,854.

The Subcontractor/Consultant _____ is _____ ~~is not~~ a certified DBE firm.

If certified, indicate certifying entity: Hawaii Department of Trans. Include a name and telephone
number for certifying entity Melanie Martin 808.587.6333

For the Consultant:

Terry A. Ruhl
(Signature)

TERRY A. RULH
(Printed Name)

Vice President
(Title)

11/27/13
(Date)

For the Subcontractor/Subconsultant:

Terry E. Solis
Confirmed by: (Signature)

TERRY E. SOLIS
(Printed Name)

Chairman and Secretary of the Board of Directors
(Title)

12/3/2013
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

CH2M HILL, INC. _____ intends to subcontract Work for the
General Engineering Consultant Professional Services Contract to _____
R.M. Towill Corporation

(Name of Subcontractor/Consultant)

to perform the following type of work which may include but not be limited to:

Design, Project Interface, CADD, Design Contract Management, Permitting

The minimum value of the Subcontract is estimated not-to-exceed \$ 4,176,677.

The Subcontractor/Consultant _____ is is not a certified DBE firm.

If certified, indicate certifying entity: _____ . Include a name and telephone
number for certifying entity _____ .

For the Consultant:

Terry A. Ruhl
(Signature)

TERRY A. RUHL
(Printed Name)

Vice President
(Title)

11/27/13
(Date)

For the Subcontractor/Subconsultant:

[Signature]
Confirmed by: (Signature)

Greg H. Hiyakumoto
(Printed Name)

President
(Title)

December 3, 2013
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

CH2M HILL, INC. intends to subcontract Work for the
General Engineering Consultant Professional Services Contract to _____

PGH Wong Engineering, Inc.

(Name of Subcontractor/Consultant)

to perform the following type of work which may include but not be limited to:

Technology Transfer, Design, Architectural & Station Design

Project Interface, Design Contract Management, Estimating/Scheduling

Support, Systems Engineering, FTA Certification and Compliance

The minimum value of the Subcontract is estimated not-to-exceed \$7,077,175.

The Subcontractor/Consultant _____ is _____ is not a certified DBE firm.

If certified, indicate certifying entity: _____ . Include a name and telephone
number for certifying entity _____ .

For the Consultant:

Terry A. Ruhl
(Signature)

TERRY A. RUHL
(Printed Name)

Vice President
(Title)

11/27/13
(Date)

For the Subcontractor/Subconsultant:

[Signature]
Confirmed by: (Signature)

Clifford Wong
(Printed Name)

President
(Title)

12/3/13
(Date)

EXHIBIT 5
CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS
FINANCED IN PART BY THE U.S. GOVERNMENT**

I, TERRY A. RUHL, Vice President, hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that CH2M HILL, INC :
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in the Honolulu Authority for Rapid Transportation Project.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

CH2M HILL, INC
Name of Contractor

1132 Bishop St., Suite 1100
Street Address of Contractor

Honolulu, HI 96813
City, State, Zip

808-943-1133
Telephone Number of Contractor

Terry A. Ruhl
Signature of Certifying Officer

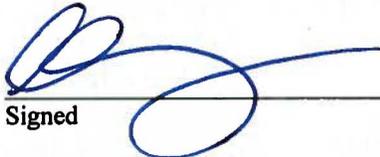
(Note: The above certification merely certifies that an Offeror and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)

EXHIBIT 6
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in General Engineering Consultant Professional Services Contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Clifford Wong

Typed or Printed Name

P6H Wong Engineering, Inc.

Company Name

12/3/13

Date

EXHIBIT 6
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in General Engineering Consultant Professional Services Contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)


Signed _____

Greg H. Hiyakumoto
Typed or Printed Name _____

R. M. Towill Corporation
Company Name _____

December 3, 2013
Date _____

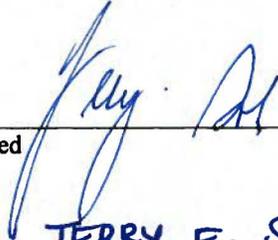
EXHIBIT 6
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in General Engineering Consultant Professional Services Contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)

Signed



Typed or Printed Name

TERRY E. SOLIS

Company Name

The Solis Group

Date

12/3/2013

EXHIBIT 6
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in General Engineering Consultant Professional Services Contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)

Paul S. Morimoto
Signed

PAUL S. MORIMOTO
Typed or Printed Name

HIRATA & ASSOCIATES INC.
Company Name

12/4/13
Date

EXHIBIT 6
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in General Engineering Consultant Professional Services Contract by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)


Signed _____

Dexter Kubota
Typed or Printed Name

Bowers + Kubota Consulting
Company Name

12/4/13
Date

EXHIBIT 7

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, CH2M HILL, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: CH2M HILL, INC
Signature: Terry A. Ruttel
Print Name: TERRY A. RUTTEL
Title: Vice President
Date: 11/27/13

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 8

HONOLULU RAIL TRANSIT PROJECT

**GENERAL ENGINEERING CONSULTANT
PROFESSIONAL SERVICES CONTRACT**

FEDERAL REQUIREMENTS

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FEDERAL REQUIREMENTS

1.0 GENERAL

The CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date signed may be modified from time to time. The CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Agreement at any particular point in time, except if HART issues a written determination otherwise. To achieve compliance with changing Federal requirements, the CONTRACTOR agrees to include notice in each subcontract that Federal requirements may change and that the changed requirements will apply to the subcontract as required.

1.1 No Government Obligation to Third Parties

(a) HART and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to HART, the CONTRACTOR, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

(b) The CONTRACTOR agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.2 Program Fraud and False or Fraudulent Statements and Related Acts

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) The CONTRACTOR shall include the above two clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.3 Access to Records and Reports

(a) The CONTRACTOR shall provide HART, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and

records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall, pursuant to 49 C.F.R. § 633.17, provide the FTA Administrator or his authorized representatives, including any Project Management Oversight Contractor, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

(b) The CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The CONTRACTOR shall maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the CONTRACTOR shall maintain the same until HART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.4 Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement.

1.5 Civil Rights Requirements

The CONTRACTOR shall comply with the following requirements and include the following requirements in each subcontract, modified only if necessary to identify the affected parties:

(a) **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying Agreement:

(1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR shall comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(4) Access for Individuals with Disabilities. The CONTRACTOR shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

1.6 Disadvantaged Business Enterprises (DBE)

(a) DBE Assurances. The CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy, as HART deems appropriate.

The above paragraph shall be included in each subcontract the CONTRACTOR signs with a subcontractor.

(b) Prompt Payment. The CONTRACTOR shall pay all subcontractors (DBEs and non-DBEs) for satisfactory performance of their subcontracts no later than ten (10) days from receipt of payment by HART. Full and prompt payment by the CONTRACTOR to all subcontractors shall include retainage, if applicable.

(c) DBE Goal. HART has established an overall DBE goal of 13.00% for the duration of this agreement and a separate contract goal has not been established for this procurement. DBE firms and small businesses shall have an equal opportunity to participate in the agreement. The CONTRACTOR shall adhere to the following requirements:

(1) Take affirmative steps to use as many of the race-neutral means of achieving DBE participation identified at 49 C.F.R. § 26.51(b) as practicable to afford opportunities to DBEs to participate in the Agreement. A race-neutral measure is one that is, or can be, used to assist all small businesses.

(2) A DBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work; and

(3) A DBE firm must be certified by the Hawai'i State Department of Transportation before its participation is reportable under paragraph (d) below;

(d) Reports to HART. The CONTRACTOR shall report its DBE participation obtained through race-neutral means throughout the period of performance. The CONTRACTOR shall submit the "DBE PARTICIPATION REPORT" reflecting payments made by the CONTRACTOR to DBE subcontractors. Payments to the CONTRACTOR will not be processed if the DBE PARTICIPATION REPORT is not properly completed and attached. The DBE PARTICIPATION REPORT shall be prepared in the format set forth in ATTACHMENT 1.6 a) to this Exhibit.

(e) Records. On request, the CONTRACTOR shall make available for inspection, and assure that its subcontractors make available for inspection:

- (1) Records of prompt payments made in accordance with Section 1.6(b), above;
- (2) The names and addresses of DBE subcontractors, vendors, and suppliers under this Agreement;
- (3) The dollar amount and nature of work of each DBE subcontractor;
- (4) The social/economic disadvantaged category of the DBE firms, i.e. Black American, Hispanic American, Native American, Subcontinent Asian American, Asian Pacific American, Non-Minority Women, or Other; and
- (5) Other related materials and information.

(f) The CONTRACTOR shall promptly notify HART, whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work. The CONTRACTOR shall also promptly notify HART of a DBE subcontractor's inability or unwillingness to perform and provide reasonable documentation.

1.7 Government-Wide Debarment and Suspension (Non-procurement)

(a) This Agreement is a covered transaction for purposes of 2 C.F.R. § 180.220(b) and 2 C.F.R. § 1200.220. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 2 C.F.R. § 180.995, or affiliates, as defined at 2 C.F.R. § 180.905, are excluded or disqualified as defined at 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935.

(b) The CONTRACTOR is required to comply with 2 C.F.R. 180, Subpart C, as supplemented by 2 C.F.R. 1200, Subpart C, and must include the requirement to comply with 2 C.F.R. 180, Subpart C, as supplemented by 2 C.F.R. 1200, Subpart C, in any lower tier covered transaction equal to or exceeding \$25,000 it enters into. By signing the Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by HART. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to HART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. 180, Subpart C, as supplemented by 2 C.F.R. 1200, Subpart C, throughout the Agreement period. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions equal to or exceeding \$25,000.

1.8 Lobbying

The "CERTIFICATION REGARDING LOBBYING," as executed by the CONTRACTOR in Exhibit 7 of the Special Provisions is incorporated herein by reference. The CONTRACTOR and its subcontractors at every tier shall comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, which requires that no Federal appropriated funds shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Agreement, grant, or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to HART.

1.9 Clean Air Requirements

(a) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The CONTRACTOR shall report each violation to HART and understands and agrees that HART will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(b) The CONTRACTOR shall include the above clause in each subcontract exceeding \$100,000.

1.10 Clean Water Requirements

(a) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The CONTRACTOR shall report each violation to HART and understands and agrees that HART will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(b) The CONTRACTOR shall include the above clause in each subcontract exceeding \$100,000.

1.11 Fly America Requirements

(a) The CONTRACTOR shall comply with 49 U.S.C. § 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. Parts 301-10, which provide that HART and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

(b) The CONTRACTOR shall include the requirements of this section in all subcontracts that may involve international air transportation.

1.12 Energy Conservation Requirements

(a) The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(b) The CONTRACTOR shall include the above clause in each subcontract at every tier. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.13 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

1.14 ADA Access

The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the CONTRACTOR agrees to comply with all applicable implementing Federal regulations and directives and any subsequent amendments thereto.

1.15 Seismic Safety

The CONTRACTOR shall ensure that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the U.S. Department of Transportation's Seismic Safety Regulations (49 C.F.R. Part 41) and shall certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

1.16 Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the CONTRACTOR is encouraged to comply with the terms of the following:

(a) **Definitions.**

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) **Safety.** The CONTRACTOR is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(i) CONTRACTOR-owned or CONTRACTOR-rented vehicles or Government-owned, leased or rented vehicles;

(ii) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(iii) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the CONTRACTOR's size, such as:

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with text messaging while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision and include this clause in each subagreement, lease, and subcontract at each tier financed with Federal assistance provided by the Federal Government.

1.17 Sensitive Security Information

The CONTRACTOR, as a third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

1.18 Incorporation of FTA Terms

(a) The Special Provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART to be in violation of the FTA terms and conditions.

(b) The CONTRACTOR shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ATTACHMENT 1.6 a) – DBE PARTICIPATION REPORT

DBE PARTICIPATION REPORT				
This report shall be submitted with each invoice as a condition of payment under this Contract.				
Project Name:				
Contract No:		Consultant Name:		
Federal ID No.: (OWP WE #, FTA Grant #, FHWA Project #)		Contract Amount (including amendments):		\$
Period Covered By This Report:	Current (Invoice # _____)		Total to Date	
	To			
Total Invoice Amount	(A) \$		(B) \$	
Payment Requested:	DBE? (Yes/No) DBE Code (if "Yes")	Prior Amount*	Current Amount*	Total Amount to Date*
Prime Consultant		\$	\$	\$
Subcontractors (attach additional sheets as needed):				
Name: Type of Work:		\$	\$	\$
Name: Type of Work:		\$	\$	\$
Name: Type of Work:		\$	\$	\$
Name: Type of Work:		\$	\$	\$
TOTALS		\$	\$	(C) \$
DBE Participation to Date (C/B)		%		

**Insert dollar amounts for DBEs only*

ATTACHMENT 1.6 a) – DBE PARTICIPATION REPORT

Acknowledgment of Prompt Payments by Contractors to Subcontractors:

As a duly authorized representative of the company I fully understand and testify that our company has complied with the following prompt payment by Contractors to subcontractors, terms and conditions.

- 1) Any money paid to Contractor for work performed by a subcontractor shall be disbursed to the subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.
- 2) Upon final payment to Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided there are no bona fide disputes over the subcontractor's performance under the subcontract.

Printed Name and Title

Signature

Date

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

This report must be submitted by the Contractor with the final invoice or request for payment under this contract.

Project Title: _____

Contractor Name: _____

Project No.: _____ Contract No.: _____

Period Covered by this Report: _____

Contract Amount (including amendments): \$ _____

Final Payment Amount: \$ _____ Invoice No.: _____

Total Payment to DBE: \$ _____

All Subcontractors (DBE and non-DBE) & DBE Suppliers or Manufacturers	Type of Service or Materials Provided	Subcontract Amount
Name Address Telephone No.		

Add additional sheets as necessary.

Signature

Print Name & Title

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

Acknowledgment of Prompt Payments by Contractors to Subcontractors:

As a duly authorized representative of the company I fully understand and testify that our company has complied with the following prompt payment by Contractors to subcontractors, terms and conditions.

- 1) Any money paid to Contractor for work performed by a subcontractor shall be disbursed to the subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.
- 2) Upon final payment to Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided there are no bona fide disputes over the subcontractor's performance under the subcontract.

Printed Name and Title

Signature

Date

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

Instructions for completing the final report of DBE participation:

All subcontractors, suppliers and manufacturers should be listed on the FINAL REPORT OF DBE PARTICIPATION in the same order as listed in the proposal.

Project Title:	Self Explanatory
Project No.:	Self Explanatory
Period Covered by this Report:	Same period as invoice period
Consultant Name:	Self-Explanatory
Contractor No:	Self-Explanatory
Contract Amount (including amendments):	Less Mobilization, Force Account Items and Allowance Items Amendments should be listed separately with an explanation of how it was allocated to DBEs and non-DBEs
Invoice No.:	Self-Explanatory
Final Payment Amount:	Self-Explanatory
Total Payment to DBE	Total \$ amount paid to DBE
Acknowledgement of Prompt Payment	Self-Explanatory