

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES dated AUG 15 2013 (this "Agreement"), is entered into by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, hereinafter referred to as "HART," and PERKINS+WILL, a Delaware corporation, whose principal place of business and mailing address is 1221 Second Avenue, Suite 200, Seattle, Washington 98101, hereinafter referred to as the "CONSULTANT." HART and the CONSULTANT collectively are the "Parties," and individually a "Party," all as governed by the context in which such words are used.

WITNESSETH THAT:

WHEREAS, HART desires to engage the CONSULTANT for architectural and engineering services for the design of eight (8) transit stations of the Honolulu Rail Transit Project ("HRTP") comprising the Dillingham and Kaka'ako Station Group: Kalihi Station, Kapalama Station, Iwilei Station, Chinatown Station, Downtown Station, Civic Center Station, Kaka'ako Station, and Ala Moana Center Station, hereinafter called the "PROJECT";

WHEREAS, the services entered hereunder are technical and professional in nature and HART personnel are not able to provide these services;

WHEREAS, the CONSULTANT was selected pursuant to Section 103D-304 of the Hawai'i Revised Statutes, as amended, and related Hawai'i Administrative Rules ("HAR"), relating to the procurement of professional services; and

WHEREAS, the CONSULTANT shall provide the required technical and professional services as set forth in this Agreement;

NOW, THEREFORE, HART and the CONSULTANT, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. The CONSULTANT shall perform and complete in a professional manner all of the services required for the PROJECT in accordance with and as set forth in the Contract Documents as hereinafter described, shall furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the PROJECT and work contemplated under the Contract Documents (the "Work"), and the CONSULTANT shall receive and accept as full compensation for all of the Work the price for the various items of the Work as hereinafter set forth.

2. The CONSULTANT shall complete and perform the Work in accordance with:

- a. Part 1 - This Agreement;
- b. Part 2 - The Special Provisions and any exhibits and attachments thereto;
- c. Part 3 - The General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu, dated 08/2000 (“General Terms and Conditions”); and

all of which are collectively referred to as the “Contract Documents,” “Agreement,” or “Contract,” are attached hereto and incorporated herein, and are listed in order of controlling preference should there be any conflict in the terms of the Contract Documents, and any modifications, changes or amendments in connection therewith being specifically referred to and incorporated herein by reference and made a part hereof as though fully set forth herein.

3. The CONSULTANT shall complete the Work required under the Contract Documents.

There will be several separate and distinct written Notices to Proceed (“NTPs”) issued under the Agreement. Work shall not begin until HART has issued the respective NTP. Any Work undertaken by the CONSULTANT prior to issuance of a NTP will be the sole responsibility of and will be undertaken at the sole risk of the CONSULTANT without any obligation on the part of HART.

The first NTP will be NTP #1a. The CONSULTANT shall submit a Draft Baseline Design Schedule and a Schedule of Milestones (“SM”) within forty (40) calendar days after receipt of NTP #1a. The SM shall be completed as described in the Contract Documents. HART’s approved SM shall be added to the Agreement by contract amendment and become part of the Agreement by amending Exhibit 2B-1 to the Special Provisions.

NTP #1b will be limited to Work activities related to the revision of preliminary engineering (“PE”) drawings and preliminary design drawings, as defined by HART, to incorporate approved value engineering recommendations and other HART preferences, and to bring schematic designs in compliance with all applicable codes, regulations and design standards.

NTP #2 will be to commence interim design (“ID”) drawings, detailed working drawings and other PE phase activities, as defined by HART.

NTP #3 will be to commence final design (“FD”) and preparation of construction contract documents, cost estimating and other services in support of construction activities.

NTP #4 will be for design support during the Bidding Phase, as defined and directed by HART.

NTP #5 will be for design support during the Construction Phase of the stations, as defined and directed by HART.

4. This is a firm-fixed price contract, and HART agrees to pay the CONSULTANT, for the satisfactory performance and completion of the Work, the payments in accordance with the Approved Schedule of Milestones, Exhibit 2B-1 of the Special Provisions and as set forth in the Agreement. The aggregate amount of these lump sum payments shall not exceed EIGHTEEN MILLION THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$18,321,918.00) (the "Total Contract Amount"). The lump sum payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including State general excise and use tax ("GET"), and county one-half percent (0.5%) GET surcharge.

In accordance with the paragraphs above, the total aggregate amount of this Agreement shall not exceed EIGHTEEN MILLION THREE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$18,321,918.00) (the "Total Aggregate Amount"), subject to the terms of the Agreement.

5. By signing below, the CONSULTANT hereby represents that, to the best of its knowledge and belief, cost or pricing data, as defined in HAR § 3-122-122 and submitted pursuant to HAR § 3-122-125, either actually or by specific identification in writing to the Officer-in-Charge in support of this Agreement, is accurate, complete, and current as of the date of this Agreement.

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

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

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

Kay Kornovich  
Managing Director  
Perkins+Will  
1221 Second Avenue, Suite 200  
Seattle, WA 98101

8. This Agreement, its integrated attachments, and the Contract Documents constitute the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement

HART-12 (11/11)

## Certificate

The attached contract for Dillingham and Kaka'ako Station Group Final Design Contract

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(\$18,321,918.00)

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds will be available in the Treasury of the City and County of Honolulu to the credit of such appropriation to pay the amounts of such expenditures when the same become due and payable.

CONTRACT NO. SC - HRT- 1400003  
FUND Transit Fund (690 & 695)

HONOLULU, HAWAII

Date: 8/15/13  


ACCOUNT NO.  
690/7790 - 14 = \$ 7,000,000.00 (4124)  
695/7790 - 14 = \$11,321,918.00 (4124)  
TOTAL = \$18,321,918.00

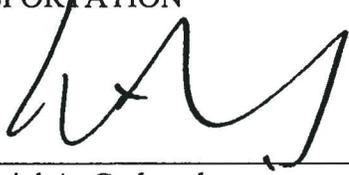
Executive Director and CEO

Honolulu Authority for Rapid Transportation

shall be construed to be consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement or the Contract Documents, no modification or amendment to this Agreement or the Contract Documents shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, HART and the CONSULTANT have executed this Agreement by their duly authorized officers or agents on the day and year first above written.

HONOLULU AUTHORITY FOR RAPID  
TRANSPORTATION



By: Daniel A. Grabauskas  
Executive Director and CEO

AUG 15 2013

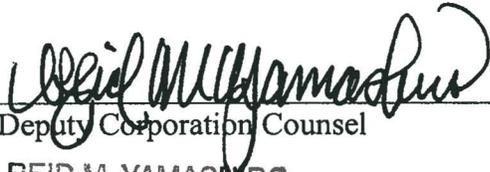
PERKINS+WILL

  
By: KAY KORNOVICH  
Its: PRINCIPAL & VICE PRESIDENT

Address:

1221 SECOND AVE #200  
SEATTLE, WA 98101

APPROVED AS TO FORM AND  
LEGALITY

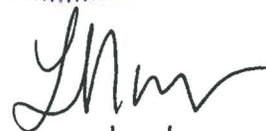


Deputy Corporation Counsel

REID M. YAMASHIRO

Attach Notary Page



  
7/17/13