

Honolulu Authority for Rapid Transportation

**CONTRACT FOR
REAL ESTATE CONTRACTOR II
PROFESSIONAL SERVICES CONTRACT
CONTRACT No. SC-HRT-1700012**

This Contract for Professional Services ("Contract" or "Agreement") is entered into and effective SEP 13 2016 ("Effective Date") by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("HART"), a semi-autonomous agency of the City and County of Honolulu, (the "City") whose principal place of business and mailing address is Ali'i Place, 17th Floor, 1099 Alakea Street, Honolulu, Hawaii 96813, and COLLIERS INTERNATIONAL HI, LLC (the "CONTRACTOR"), whose principal place of business and mailing address is 220 S. King Street Suite 1800 Honolulu, Hawaii 96813, collectively referred to herein as the "Parties," all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, HART desires to engage the CONTRACTOR to perform real property acquisition and related services for the Honolulu Rail Transit Project in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and codified in 42 U.S. C. 4601, et.seq.; regulations set forth in 49 C.F.R. Part 24; the Federal Transit Administration (FTA) Circular 5010.1D; Hawaii Revised Statutes; the City's Real Estate Acquisition Management Plan ("RAMP") and other policies and procedures as directed.

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

WHEREAS, the CONTRACTOR was selected pursuant to Hawaii Revised Statutes ("HRS") Section 103D-303, as amended, and related Hawaii Administrative Rules ("HAR"), relating to competitive sealed proposals under RFP-HRT-955202 dated March 4, 2016;

WHEREAS, federal funding is involved in this project and, as such, the CONTRACTOR is required to comply with all applicable federal laws, rules and regulations, including but not limited to those of the United States Department of Transportation, Federal Administration; and

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

NOW, THEREFORE, HART and the CONTRACTOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, and intending to be legally bound, hereby mutually agree as follows:

1. Work. The CONTRACTOR shall, in a professional, proper and satisfactory manner as determined by HART, furnish all services, labor, materials, and equipment reasonably

necessary for the successful performance and completion of the scope of work ("Work") as set forth in the Contract Documents.

2. Notice to Proceed. The CONTRACTOR shall not commence the Work on any Task Order until HART issues a written Notice to Proceed ("NTP"). Any Work undertaken by the CONTRACTOR prior to issuance of the NTP shall be the sole responsibility of and undertaken at the sole risk of the CONTRACTOR, without any obligation on HART's behalf.

3. Contract Documents. This Contract, along with the documents listed below and incorporated by reference herein, comprise the "Contract Documents," "Contract" or "Agreement." The Contract Documents are listed in descending order of precedence, with the latest version taking precedence over older versions:

- This Contract Form and any amendments thereto;
- Task Orders;
- Special Provisions (Rev. 1, March 30, 2016) and any exhibits, attachments, appendices or required submittals thereto;
- HART's General Terms and Conditions for Professional Services, (v. 04/2016) ("GC" or "General Conditions");
- The Request for Proposals and any addenda thereto; and
- The Contractor's proposal and required submissions.

To the extent that the Contractor's Proposal contains provisions that exceed the requirements set forth in other Contract Documents, then those provisions shall be construed as the new minimum requirements. Any modifications, changes or amendments to the Contract Documents shall be incorporated and made part of this Contract.

4. Term. The term of this Contract shall be four (4) years from issuance of the written NTP.

5. Contract Type and Contract Cost. This is a Task Order, time and materials contract, unless designated otherwise (e.g., fixed price) in a Task Order. This Contract with an allowance for reimbursable expenses, shall not exceed EIGHT MILLION ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$8,190,000.00). The Contractor shall be compensated for its satisfactory performance and completion of the Work as specified in each Task Order utilizing the rates provided in Appendix B-1a to the Special Provisions. All compensation paid to the Contractor under this Contract is inclusive of, but not limited to, labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including but not limited to the State general excise and use tax ("GET") and the City and County of Honolulu's one-half percent (0.5%) GET surcharge.

6. Cost and Pricing Data. The CONTRACTOR hereby certifies 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, is accurate, complete, and current as of the Effective Date. This certification includes any cost or pricing data which is part of the proposal.

7. Notices. Any notice required or permitted hereunder to be given shall be written and shall either be delivered personally or mailed by certified mail to the address and person designated by each Party below. Any change of address of either of the Parties shall be effective upon receipt of written notice of such change by the other Party.

Notices to HART shall be sent to HART's Acting Executive Director and CEO as follows:

Michael D. Formby
Acting Executive Director ~~and CEO~~ *at*
Honolulu Authority for Rapid Transportation
1099 Alakea Street Suite 1700
Honolulu, Hawaii 96813

Notices to the CONTRACTOR shall be sent to:

Sarah Lee Morihara, Esq.
President/Managing Director
Colliers International HI, LLC
220 S. King Street, Suite 1800
Honolulu, Hawaii 96813

8. This Contract cannot be modified except by a written instrument signed by both parties.

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

HONOLULU AUTHORITY FOR
RAPID TRANSPORTATION

COLLIERS
INTERNATIONAL HI, LLC

By: *Chris Sakasige*
Its Acting Executive Director ~~and CEO~~ *at*

By: *JL*
Its President/Managing Director

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
Deputy Corporation Counsel

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this 23rd day of August, 2016, before me personally appeared SARAH LEE MORIHARA, President/Managing Director of Colliers International HI, LLC, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of Hawaii

Name: Tess M. Cachola

My commission expires: July 14, 2017



NOTARY CERTIFICATION STATEMENT

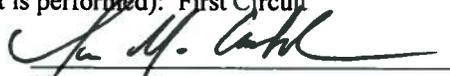
Document Identification or Description: HART Contract for Real Estate
Contractor II Professional Services Contract,
Contract No. SC-HRT-1700012

Document Date: undated at time of notary

No. of Pages: 4 (including Notary Page)

Jurisdiction (in which notarial act is performed): First Circuit





Signature of Notary

Tess M. Cachola
Printed Name of Notary

8/23/16

Date of Notarization and Certification
Statement

HART-12 (11/11)

Revised Certificate

The attached contract for Real Estate Contractor Contract "II"

Contract Amount (\$8,190,000.00)

is hereby approved as to availability and designation of funds, and certification is hereby made that there is a valid appropriation from which expenditures to be made under said contract may be made and that sufficient unencumbered funds 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 - 1700012

HONOLULU, HAWAII

FUND Transit Fund (690)

Date: **SEP 13 2016**

ACCOUNT NO. _____

690/7790 - 17 = \$ 8,190,000.00 (4064)



Acting Executive Director
Honolulu Authority for Rapid Transportation

TOTAL = \$ 8,190,000.00

Date: **SEP 13 2016**



Fiscal Officer *9/13/16*
Honolulu Authority for Rapid Transportation