

**AGREEMENT
FOR PROFESSIONAL SERVICES
Contract Number: SC-HRT-1200042**

THIS AGREEMENT FOR PROFESSIONAL SERVICES dated FEB 28 2012
(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 INFRACONSULT, LLC, a Delaware limited liability
company, whose office and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i
96813, hereinafter referred to as the "CONSULTANT". HART and the CONSULTANT
collectively, are the "Parties", and individually a "Party", all as governed by the context in which
such words are used.

WITNESSETH THAT:

WHEREAS, HART desires to engage the CONSULTANT to provide Program Management
support services in the areas of elevated guideway engineering, rail station design, construction
management, project management, environmental planning, federal programmatic requirements and
other services for the Honolulu Rail Transit Project ("HRTTP"), hereinafter referred to as the
"PROJECT"; and

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

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

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

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

2. The CONSULTANT shall complete 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 8/2000 ("General Terms and Conditions");
- d. Part 4 - The CONSULTANT's Proposals ("Proposal(s)") dated, 10 January, 2012, excluding any terms and conditions that conflict with Parts 1-3 above; and
- e. Part 5 – RFQ No. RFQ-HRT-431212 and all Addenda thereto, Program Management Consultant for the Honolulu High-Capacity Transit Corridor Project;

all of which are collectively referred to as the "Contract Documents", are attached hereto and incorporated herein, and are listed in order of controlling preference should there be any conflict in the terms of the Contract Documents, and any modifications, changes or amendments in connection therewith being specifically referred to and incorporated herein by reference and made a part hereof as though fully set forth herein. Provided, those portions of Part 4 that exceed the requirements of the other Contract Documents become the new minimum Contract requirements.

3. The CONSULTANT shall complete the Work required under the Contract Documents as provided for in the Special Provisions attached hereto.

4. This is a multi-term agreement subject to the availability of funds in accordance with HAR § 3-122-149 as further described in the Special Provisions. Work shall not begin until HART has issued a Notice to Proceed ("NTP"). Any Work undertaken by the CONSULTANT prior to issuance of a written NTP will be the sole responsibility of and will be undertaken at the sole risk of the CONSULTANT, without any obligation on the part of the CITY or the Federal Government.

5. This is a cost-reimbursement contract, and subject to the provisions of this paragraph and in accordance with Section 8 of the General Terms and Conditions, as amended by Section VI, Compensation and Invoicing, and Section VII (I), Payment, of the Special Provisions, HART agrees to pay the CONSULTANT for the satisfactory performance and completion of the Work the payments in accordance with invoices received. The Total Aggregate Amount of such payments for the Work shall not exceed THIRTY-THREE MILLION THREE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$33,376,897.00). The payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, 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.

Such payments shall be provided from the following funds:

City Funds	\$33,376,897.00
Federal Funds	\$ 0.00
Total	\$33,376,897.00

HART agrees to pay the CONSULTANT, for the satisfactory performance of the CONSULTANT'S staff and related services of subconsultants, in accordance with invoices received, and further as set forth in the Special Provisions attached hereto. The Total Contract Amount of such payments for labor-related services shall not exceed THIRTY-THREE MILLION ONE THOUSAND SEVEN HUNDRED THIRTY-ONE AND 00/100 DOLLARS (\$33,001,731.00) for the CONSULTANT'S staff services and related services of subconsultants, inclusive of GET. Payments of labor-related services performed by the CONSULTANT'S employees and subconsultants under this Agreement shall include salary, overhead, general and administrative expense, fixed fees, and GET and county one-half percent (0.5%) GET Surcharge which shall be invoiced to HART in accordance with the hourly professional services rates as set forth in Exhibits 2A, 2B, and 2B-1 attached hereto.

HART agrees to establish an Allowance for Reimbursable Expenses of Other Direct Costs in the amount of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00), which amount shall not be exceeded without prior written approval of HART and a contract amendment. This reimbursable allowance is provided for items such as project-related expenses incurred in the performance of the Work. HART written approval is required prior to incurring any expense. Reimbursement to the CONSULTANT shall be made upon submission and HART approval of an Expense Reimbursement Invoice, which shall include copies of pertinent vendor bills and/or invoices. Any allowable reimbursements will be for actual costs incurred with no additional markup. Any funds remaining at the end of this Agreement shall revert back to HART.

HART agrees to establish an Allowance for Extra Work of TWO HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$255,166.00), which amount shall not be exceeded without a contract amendment. Extra Work requested by HART within this Allowance shall be set forth in writing through execution of a Contract amendment. Each such amendment shall include a description of the additional services to be provided and the estimated price of such services. Any funds remaining at the end of this Agreement shall revert back to HART.

5. By signing below, the CONSULTANT 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, either actually or by specific identification in writing to the Officer-in-Charge in support of this Agreement, is accurate, complete, and current as of the date of this Agreement. This certification includes the cost or pricing data supporting any advance agreement(s) between the CONSULTANT and HART which are a part of the proposal.

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

HART-12 (11/11)

Certificate

The attached contract for consultant services to provide "in-house" program management services to the Honolulu Authority for Rapid Transit (HART) in the oversight and management of the Honolulu Rail Transit Project (HRTTP). The Consultant's staff will be embedded within HART and will function as an extension of HART staff.

\$33,376,897.00 *

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

CONTRACT NO. SC-HRT-1200042

HONOLULU, HAWAII

FUNDS Transit Fund (690)

ACCOUNT NO. 690/7790-12 (4064)

Date:


Executive Director

Honolulu Authority for Rapid Transportation

\$ 11,240,790.00 690/7790-12 (4064)

\$ 22,136,107.00 * Subject to availability of future years' funding

\$ 33,376,897.00 TOTAL ESTIMATED MAXIMUM AGGREGATE CONTRACT AMOUNT

*SUBJECT TO AVAILABILITY OF FUTURE YEARS' FUNDING IN THE AMOUNT OF \$22,136,107.00

Kenneth T. Hamayasu
Interim Executive Director and CEO
Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawai'i 96813

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

Simon Zweighaft
Principal-in-Charge
InfraConsult, LLC
1099 Alakea Street, Suite 1700
Honolulu, Hawai'i 96813

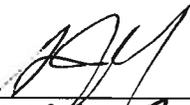
8. This Agreement, its integrated attachments, and the Contract Documents constitute the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with 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 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: Kenneth T. Hamayasu
Interim Executive Director and CEO

INFRACONSULT, LLC


By: Simon Zweighaft
Its: Principal-in-charge
Address:

APPROVED AS TO FORM AND
LEGALITY

Infraconsult LLC
1099 Alakea St Ste 1700
Honolulu, HI 96813-4525

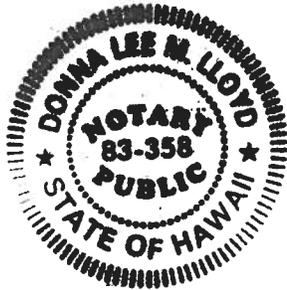
REID M. YAMASHIRO

Deputy Corporation Counsel
Attach Notary Page

Program Management Consultant Contract
Honolulu Rail Transit Project

State of Hawaii)
) SS:
City & County of Honolulu)

On this 8th day of February, 2012, before me personally appeared SIMON ZWEIGHAFT, to me known, who, being by me duly sworn, did say that he is a member or manager (Principal-in-charge) of the limited liability company known as INFRACONSULT LLC and is authorized to execute the foregoing documents on behalf of INFRACONSULT LLC.



Donna Lee M. Lloyd

Notary Public, State of Hawaii
Donna Lee M. Lloyd
My commission expires: 10-3-2015

Doc Date: _____ # Pages: 70

Notary Name: Donna Lee M. Lloyd First Circuit

Doc. Description Agreement For Professional Services, Contract No. SC-HRT-1200042

Simon Zweighaft

Notary Signature

2/8/12

Date

NOTARY CERTIFICATION



POWER OF ATTORNEY

INFRACONSULT LLC, a Delaware Limited Liability Company (the Company”), appoints Simon Zweighaft as its Attorney-in-Fact with the authority to act on behalf of the Company for the purpose of executing and delivering the following documents to the Honolulu Authority for Rapid Transportation for Contract No. SC-HRT-1200042, RQS-HRT-1200232 Program Management Consultant Contract for the Honolulu Rail Transit Project:

- Contracts
- Contract Change Orders
- Contract Amendments
- Subcontracts
- Change Orders and Amendments to Subcontracts
- Purchase Agreements
- Real Estate Leases

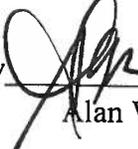
The Company reserves the right to revoke or amend this Power of Attorney. This Power of Attorney shall remain in effect for a period of four (4) years from its effective date, unless earlier revoked in writing, thereby expiring on February 8, 2016.

IN WITNESS WHEREOF, InfraConsult LLC has caused its name to be subscribed hereto by its duly authorized Managing Partners on February 9, 2012 (the “Effective Date”).

INFRACONSULT LLC

By _____
Simon Zweighaft, Managing Partner

By _____
Michael Schneider, Managing Partner

By  _____
Alan Wulkan, Managing Partner

State of Hawaii)
) SS:
City & County of Honolulu)

On this 10th day of February, 2012, before me personally appeared ALAN WULKAN, to me known, who, being by me duly sworn, did say that he is a member or manager of the limited liability company described in the foregoing Power of Attorney, and he is empowered to and did execute the same.



A handwritten signature in black ink, appearing to read "Donna Lee M. Lloyd".

Notary Public, State of Hawaii
Donna Lee M. Lloyd
My commission expires: 10-3-2015

Doc Date: 2/10/12

Pages: 2

Notary Name: Donna Lee M. Lloyd

First Circuit

Doc. Description Power of Attorney

A handwritten signature in black ink, appearing to read "Donna Lee M. Lloyd".

Notary Signature

2/10/12

Date

NOTARY CERTIFICATION



POWER OF ATTORNEY

INFRACONSULT LLC, a Delaware Limited Liability Company (the Company"), appoints Simon Zweighaft as its Attorney-in-Fact with the authority to act on behalf of the Company for the purpose of executing and delivering the following documents to the Honolulu Authority for Rapid Transportation for Contract No. SC-HRT-1200042, RQS-HRT-1200232 Program Management Consultant Contract for the Honolulu Rail Transit Project:

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IN WITNESS WHEREOF, InfraConsult LLC has caused its name to be subscribed hereto by its duly authorized Managing Partners on February 9, 2012 (the "Effective Date").

INFRACONSULT LLC

By _____
Simon Zweighaft, Managing Partner

By _____
Michael Schneider, Managing Partner

By _____
Alan Wulkan, Managing Partner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

On 2/10/12 before me, WENDY MENDEZ, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL I. SCHNEIDER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Wendy Mendez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: POWER OF ATTORNEY

Document Date: 2/10/12 Number of Pages: 1

Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer(s)

Signer's Name: MICHAEL I SCHNEIDER Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |



Signer Is Representing: _____

Signer Is Representing: _____

POWER OF ATTORNEY

INFRACONSULT LLC, a Delaware Limited Liability Company (the Company"), appoints Simon Zweighaft as its Attorney-in-Fact with the authority to act on behalf of the Company for the purpose of executing and delivering the following documents to the Honolulu Authority for Rapid Transportation for Contract No. SC-HRT-1200042, RQS-HRT-1200232 Program Management Consultant Contract for the Honolulu Rail Transit Project:

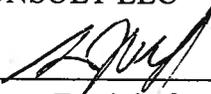
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IN WITNESS WHEREOF, InfraConsult LLC has caused its name to be subscribed hereto by its duly authorized Managing Partners on February 9, 2012 (the "Effective Date").

INFRACONSULT LLC

By


Simon Zweighaft, Managing Partner

By

Michael Schneider, Managing Partner

By

Alan Wulkan, Managing Partner

State of Hawaii)
) SS:
City & County of Honolulu)

On this 16th day of February, 2012, before me personally appeared SIMON ZWEIGHAFT to me known, who, being by me duly sworn, did say that he is a member or manager of the limited liability company described in the foregoing Power of Attorney, and he is empowered to and did execute the same.



Notary Public, State of Hawaii
Donna Lee M. Lloyd
My commission expires: 10-3-2015

Doc Date: 2/16/12 # Pages: 2

Notary Name: Donna Lee M. Lloyd First Circuit

Doc. Description Power of Attorney

Notary Signature

2/16/12

Date

NOTARY CERTIFICATION





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

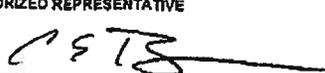
PRODUCER Insurance Brokers of Arizona 690 E. Warner Rd Ste 110 Gilbert, AZ 852963055	CONTACT NAME: Cameron Brown PHONE (A/C, No, Ext): (480) 812-1998 FAX (A/C, No): 480-812-8470 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Landmark American Insurance Co</td> <td></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Landmark American Insurance Co			INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Infra Consult LLC Attn: Alan Wulkan / Wes Mott 800 Wilshire Blvd., Ste 700 Los Angeles, CA 90017																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LHR817632	12/30/2011	12/30/2012	Policy Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Contract No. SC-HRT-1200042, Program Management Consultant for the Honolulu Rail Transit Project

CERTIFICATE HOLDER Honolulu Authority for Rapid Transportation Procurement and Contracts Officer 1099 Alakea St., Ste 1700 Honolulu, HI 96813	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION AND CITY AND
COUNTY OF HONOLULU ALII PLACE
CONTRACT NO. SC-HRT-1200042, PROGRAM MANAGEMENT
CONSULTANT FOR THE HONOLULU RAIL TRANSIT PROJECT
C/O PROCUREMENT AND CONTRACTS OFFICER
1099 ALAKEA ST
HONOLULU HI 96813 4511

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Countersigned By _____

SECTION II ADDITIONAL INSURED ENDORSEMENT



Policy No.: 93-GJ-6905-5

Named Insured: INFRACONSULT LLC

Additional Insured (Include address):

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION AND CITY AND
COUNTY OF HONOLULU ALII PLACE
CONTRACT NO. SC-HRT-1200042, PROGRAM MANAGEMENT
CONSULTANT FOR THE HONOLULU RAIL TRANSIT PROJECT
C/O PROCUREMENT AND CONTRACTS OFFICER
1099 ALAKEA ST
HONOLULU HI 96813 4511

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

SCHEDULE

Policy Number: 93-GJ-6905-5

Named Insured: INFRA CONSULT LLC

Name and Address of Person or Organization:

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION AND CITY AND
COUNTY OF HONOLULU ALII PLACE
CONTRACT NO. SC-HRT-1200042, PROGRAM MANAGEMENT
CONSULTANT FOR THE HONOLULU RAIL TRANSIT PROJECT
C/O PROCUREMENT AND CONTRACTS OFFICER
1099 ALAKEA ST
HONOLULU HI 96813 4511

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. **Your work done under contract with that person or organization and included in the products-completed operations hazard.**

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.