

**AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT NO. SC-HRT-1200062**

THIS AGREEMENT FOR REAL ESTATE PROFESSIONAL SERVICES dated MAR 14 2012, 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 PARAGON PARTNERS, LTD., a corporation, whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 117A, Honolulu, Hawaii 96817, (the "CONTRACTOR").

WITNESSETH:

WHEREAS, HART desires the CONTRACTOR to assist with services necessary for the acquisition of real property, rights of way, and other property interests for the Honolulu Rail Transit Project in Honolulu, Hawai'i ("HRTTP"), which include, but are not limited to, title report preparation and closing services, appraisals and appraisal-related services, and property management services in compliance with Federal, State and City laws, rules, regulations, policies and procedures and the Real Estate Acquisition Management Plan for the HRTTP (the "PROJECT" as defined in the Special Provisions);

WHEREAS, HART personnel are not able to provide the services entered hereunder; and

WHEREAS, the CONTRACTOR was selected pursuant to Section 103D-303 of the Hawai'i Revised Statutes, as amended, and applicable Hawai'i Administrative Rules ("HAR"), relating to competitive sealed proposals;

WHEREAS, the CONTRACTOR is willing and able to provide the professional services required if compensation is provided for;

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. The CONTRACTOR shall perform and complete all of the services required for the PROJECT in accordance with and 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 CONTRACTOR 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 CONTRACTOR shall perform and complete the Work in accordance with:

- a. Part 1 - This Agreement;
- b. Part 2 - The Special Provisions and any attachments and exhibits thereto (collectively, the "Special Provisions");
- c. Part 3 - The General Terms and Conditions for Goods and Services for the City and County of Honolulu, dated 1/18/00 ("General Terms and Conditions");
- d. Part 4 - The CONTRACTOR's proposal, which is inclusive of all submissions comprising and evaluated as its Second Call for Best and Final Offer (collectively "CONTRACTOR's Proposal"), dated February 10, 2012;

OK 3/14/12

all of which are collectively referred to as the "Contract Documents," are attached hereto and incorporated herein, and are listed in order of controlling precedence 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, however, those portions of the Part 4 - CONTRACTOR's Proposal-- that exceed the requirements of the other Contract Documents become the new minimum Contract requirements.

3. 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. There will be several separate and distinct written task orders issued under the Agreement. Work shall not begin until HART has issued and given authorization to proceed with the respective task order. Any Work undertaken by the CONTRACTOR prior to issuance and authorization to proceed with a written task order will be the sole responsibility of and will be undertaken at the sole risk of the CONTRACTOR, without any obligation on the part of HART, the City and County of Honolulu, or the Federal Government.

4. This is a time and materials contract subject to the provisions of this paragraph and in accordance with Section 22 of the General Terms and Conditions, as amended by the Special Provisions. HART agrees to pay the CONTRACTOR for the satisfactory performance and completion of Work issued under written task orders based upon the agreed hourly rates of pay set forth in of the Special Provisions incorporated herein. The aggregate amount of these payments shall not exceed TWO MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,800,000.00) (the "TOTAL PRICE"). The payments for services for Work authorized and satisfactorily performed pursuant to written task orders issued under this agreement, are inclusive of direct labor, overhead, general and administrative expenses, subcontractor and other direct costs without markup, and all applicable taxes including State general excise and use tax ("GET") and county one-half percent GET Surcharge.

The allowance for reimbursable expenses of TWO HUNDRED THOUSAND 00/100 DOLLARS (\$200,000.00) is not to be exceeded without a contract amendment and any funds

remaining at the end of this Agreement shall revert back to HART. The allowance for reimbursable expenses is provided for expenses to be identified under task orders that are specifically authorized and approved by HART, is subject to the terms and conditions contained in the Special Provisions.

Reimbursable expenses shall be invoiced to HART at cost. A copy of the invoice and supporting documentation shall accompany all invoiced reimbursable expenses.

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

In accordance with the paragraphs above, the total aggregate amount of THREE MILLION AND NO /100 DOLLARS (\$3,000,000.00), hereinafter called the "Total Aggregate Amount" is established as the maximum payable under this Agreement and is subject to the Special Provisions and the General Terms and Conditions, including the provisions thereof relating to reducing or increasing the compensation of the CONTRACTOR.

Payments under this Agreement shall be provided from the following funds:

HART Funds	\$3,000,000
Federal Funds	-0-
Total	\$3,000,000

5. The CONTRACTOR agrees to perform the work until the Agreement is completed or until the costs reach the amount specified herein, whichever occurs first. Any funds remaining at the end of the Agreement shall revert back to HART.

6. By signing below, the CONTRACTOR hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in Section 3-122-122, HAR, and submitted pursuant to Section 3-122-125, HAR, either actually or by specific identification in writing to the Officer-in-Charge in support of 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 CONTRACTOR and HART which are part of the CONTRACTOR's Proposal.

7. Unless notified in writing by the HART Executive Director, when notice is to be given to HART, it shall be mailed or delivered to:

Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawaii 96813
Attention: Executive Director

HART-12 (11/11)

Certificate

The attached contract is for consultant services for real estate professional services for the acquisition of real property, rights of way, and other property interests for the Honolulu Rail Transit Corridor Project ("H RTP").

3,000,000.00 *

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

CONTRACT NO. SC-HRT-1200062
FUNDS Transit Fund (690)
ACCOUNT NO. 690/7790-12 (4063)

HONOLULU, HAWAII

MAR 14 2012

Date:


Interim Executive Director

Honolulu Authority for Rapid Transportation

\$ 685,000.00 690/7790-12 (4064)
\$ 2,315,000.00 * Subject to availability of future years' funding

\$ 3,000,000.00 TOTAL ESTIMATED MAXIMUM AGGREGATE CONTRACT AMOUNT

*SUBJECT TO AVAILABILITY OF FUTURE YEARS' FUNDING IN THE AMOUNT OF \$2,315,000.00

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

Mr. Richard Adler
Paragon Partners, Ltd.
Gentry Design Center
560 North Nimitz Highway, Suite 117A
Honolulu, Hawaii 96817

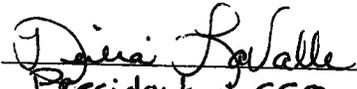
9. This Agreement, its integrated attachments, and the Contract Documents constitute the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed to be consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement or the Contract Documents, no modification or amendment to this Agreement or the Contract Documents shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, HART and the CONTRACTOR 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

PARAGON PARTNERS, LTD.

By: 
Its President & CEO

MAR 14 2012

APPROVED AS TO FORM AND
LEGALITY:


Deputy Corporation Counsel

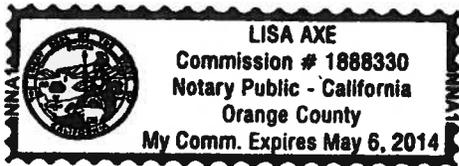
Address:
5762 Bolsa Avenue, Suite 201
Huntington Beach, CA 92649

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Orange

On March 2, 2012, before me, Lisa Axe, Notary Public, personally appeared Neitia Lavatte, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) 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.



WITNESS my hand and official seal.

Lisa Axe
(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
President and CEO
TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Professional Services Contract No. SCHR-120062
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

March 2012
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))
Paragon Partners Ltd.

SIGNER(S) OTHER THAN NAMED ABOVE