

DEPARTMENT OF TRANSPORTATION SERVICES
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 3RD FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8305 • Fax: (808) 768-4730 • Internet: www.honolulu.gov

PETER B. CARLISLE
MAYOR



WAYNE Y. YOSHIOKA
DIRECTOR

KAI NANI KRAUT, P.E.
DEPUTY DIRECTOR

KENNETH TORU HAMAYASU, P.E.
DEPUTY DIRECTOR

March 15, 2011

RT3/11-407223

Mr. Lester Fukuda
Vice President
HDR Engineering, Inc.
1132 Bishop Street, Suite 1003
Honolulu, Hawaii 96813

Dear Mr. Fukuda:

Subject: Honolulu-High Capacity Transit Corridor Project
Farrington Highway Station Group Station Design Consultant
Contract No. SC-DTS-1100013
Agreement for Professional Services
Notice to Proceed (NTP) #1b

The City has executed Amendment No. 2 related to the subject contract. This letter serves as your written Notice to Proceed for NTP# 1b for work under the amendment. A copy of the awarded contract is attached for your file.

If you have any questions, please contact Mr. Wes Mott at 768-6155.

Sincerely,


Kenneth T. Hamayasu
Deputy Director

Attachment

cc: Mr. Wes Kira, C&M Fiscal

**AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT NO. SC-DTS-1100013
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 dated MAR 15 2011 (this "Amendment No. 2"), is made and entered into by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and mailing address is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813, hereinafter referred to as the "CITY", and HDR ENGINEERING, INC., a Nebraska corporation, whose place of business and mailing address is 1132 Bishop Street, Suite 1003, Honolulu, Hawaii 96813, hereinafter referred to as the "CONSULTANT". The CITY and the CONSULTANT are hereinafter collectively referred to as the "parties".

WITNESSETH THAT:

WHEREAS, the parties entered into an Agreement for Professional Services identified as Contract No. SC-DTS-1100013, dated January 12, 2011, as amended by Amendment No. 1, dated February 18, 2011 (collectively, the "Agreement"), to provide architectural and engineering services for the design of three (3) transit stations of the Honolulu High-Capacity Transit Corridor Project ("HHCTCP") comprising the Farrington Highway Station Group;

WHEREAS Amendment No. 1 utilized ONE HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED NINETY- FOUR and 00/100 DOLLARS (\$114,794.00) of the SIX HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$672,692.00) Allowance for Extra Work for the CONSULTANT to conduct a Design Workshop and related activities;

WHEREAS, the CITY now desires to further amend the Agreement to utilize an additional FIVE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$536,955.00) of the remaining FIVE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$557,898.00) Allowance for Extra Work to provide preliminary engineering services and related activities;

WHEREAS, the parties desire to amend the Agreement as specified under Section 5.1, Modifications of Contracts, of the General Terms and Conditions, to provide for appropriate compensation for revisions to the scope of work;

WHEREAS Section 5 of the General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu (8/2000) ("General Terms and Conditions"), incorporated by reference into the Agreement, authorizes the CITY at any time to make modifications to the Agreement;

WHEREAS, the CONSULTANT is willing to provide the technical and professional services required if additional compensation is provided for;

NOW, THEREFORE, the CITY 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 to amend the Agreement as follows:

1. AGREEMENT FOR PROFESSIONAL SERVICES, Paragraph 4. Delete this item in its entirety and substitute in lieu thereof the following:

“4. This is a firm-fixed price contract and subject to the provisions of this paragraph and in accordance with Section VI, Compensation and Invoicing, of the Special Provisions and Section 8 of the General Terms and Conditions, the CITY 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 2C, all as set forth in the Special Provisions. The aggregate amount of these lump sum payments shall not exceed FIVE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$5,479,753.00) (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.

The allowance for extra work of TWENTY THOUSAND NINE HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$20,943.00) is not to be exceeded without a contract amendment. Payment for extra work will be negotiated on a fixed-price basis and a contract amendment will be processed to reflect the change. Extra work requested by the CITY shall be authorized as set forth in Section 5 of the General Terms and Conditions. Any funds remaining at the end of the Agreement will revert back to the CITY.

In accordance with the paragraphs above, the total aggregate amount of FIVE MILLION FIVE HUNDRED THOUSAND SIX HUNDRED NINETY-SIX AND 00/100 DOLLARS (\$5,500,696.00) (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 related to reducing or increasing the compensation of the CONSULTANT.”

2. SPECIAL PROVISIONS TO THE AGREEMENT, Section VI COMPENSATION AND INVOICING, subparagraph A. Delete this paragraph in its entirety and substitute in lieu thereof the following:

“A. Subject to the General Terms and Conditions, the compensation of the CONSULTANT shall be the amount stated in the Agreement and upon completion and acceptance of each Milestone contained in the Approved Schedule of Milestones in Exhibit 2C, payment shall be made in accordance with Second Amended Exhibit 2B, Second Amended 2B-1 and Exhibit 2C, attached hereto and incorporated herein, inclusive of all taxes. Upon completion of any portion of a Milestone, a proportionate

share of the fee may be paid when requested by the CONSULTANT and as approved by the Officer-in-Charge.”

3. SPECIAL PROVISIONS TO THE AGREEMENT, FIRST AMENDED EXHIBIT 2A CONTRACT COST ESTIMATE. Delete this exhibit in its entirety and substitute in lieu thereof the SECOND AMENDED EXHIBIT 2A CONTRACT COST ESTIMATE, attached hereto.

4. SPECIAL PROVISIONS TO THE AGREEMENT, FIRST AMENDED EXHIBIT 2B – COMPENSATION AND INVOICING. Delete this exhibit in its entirety and substitute in lieu thereof the SECOND AMENDED EXHIBIT 2B – COMPENSATION AND INVOICING, attached hereto.

5. SPECIAL PROVISIONS TO THE AGREEMENT, FIRST AMENDED EXHIBIT 2B-1 PROJECT PAYMENT SCHEDULE. Delete this exhibit in its entirety and substitute in lieu thereof the SECOND AMENDED EXHIBIT 2B-1 PROJECT PAYMENT SCHEDULE, attached hereto.

6. SPECIAL PROVISIONS TO THE AGREEMENT are amended by adding EXHIBIT 2C APPROVED SCHEDULE OF MILESTONES, attached hereto.

7. 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 Amendment No. 2, is accurate, complete, and current as of the date of this Amendment. This certification includes the cost or pricing data supporting any advance agreement(s) between the CONSULTANT and the CITY which are part of the CONSULTANT’s proposal.

8. In the event of any conflict or inconsistency between the provisions of this Amendment No. 2 and any provisions of the Agreement, the provisions of this Amendment No. 2 shall govern in all aspects.

9. All terms and conditions of the Agreement, not inconsistent with the terms and conditions of this Amendment No. 2, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Amendment No. 2 to the Agreement, by their duly authorized officers or agents, effective on the day and year first written above.

CITY AND COUNTY OF HONOLULU

HDR ENGINEERING, INC.



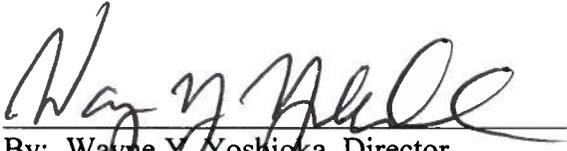
By: Michael R. Hansen, Director
Department of Budget and Fiscal Services

By: Lester H. Fukuda
Its: Vice-President

Address: 1132 Bishop Street, Suite 1003
Honolulu, Hawaii 96813

MAR 15 2011

APPROVED AS TO CONTENT:



By: Wayne Y. Yoshioka, Director
Department of Transportation Services

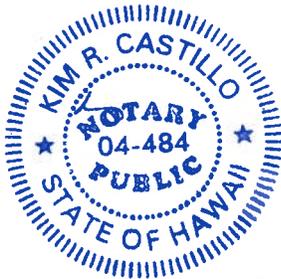
APPROVED AS TO FORM AND
LEGALITY:

GARY Y. TAKEUCHI

Deputy Corporation Counsel

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 8th day of March, 2011, personally before me appeared Lester H. Fukuda, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the Vice President of HDR Engineering, Inc., and known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



Kim R. Castillo

Kim R. Castillo
Notary Public, First Judicial Circuit
State of Hawaii

My Commission Expires: 9/5/2012

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)	
Document Identification or Description: <u>Agreement for</u> <u>Professional Services, Contract No. SC-DTS-1100013</u> <u>Amendment No. 2</u>	
Doc. Date: <u>Undated at time</u> <u>of notarization</u>	No. of Pages: <u>4</u>
Jurisdiction: <u>First Circuit</u>	
<u><i>Kim R. Castillo</i></u> Signature of Notary	<u>3/8/2011</u> Date of Certificate
<u>Kim R. Castillo</u> Printed Name of Notary	(Official Stamp or Seal)



**SECOND AMENDED EXHIBIT 2A
CONTRACT COST ESTIMATE**

**SPECIAL PROVISIONS TO THE
AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU
AND HDR ENGINEERING, INC.**

STATION DESIGN CONSULTANT

**FARRINGTON HIGHWAY STATION GROUP
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

**SECOND AMENDED EXHIBIT 2A
CONTRACT COST ESTIMATE**

<u>Notice to Proceed</u>	<u>Estimated Cost</u>
1a: PREPARE SCHEDULE OF MILESTONES	\$52,356
1a-1: DESIGN WORKSHOP	\$114,794
1b: REVISION TO PRELIMINARY ENGINEERING (PE)	\$775,497
2: INTERIM DESIGN (ID)	\$3,437,489
3: FINAL DESIGN (FD)	\$1,099,617
4: DESIGN SUPPORT DURING BIDDING	TBD
5: DESIGN SUPPORT DURING CONSTRUCTION	<u>TBD</u>
Total Contract Amount	\$5,479,753
Allowance for Extra Work	<u>\$20,943</u>
Total Aggregate Amount	<u>\$5,500,696</u>

**SECOND AMENDED EXHIBIT 2B
COMPENSATION AND INVOICING**

**SPECIAL PROVISIONS TO THE
AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU
AND HDR ENGINEERING, INC.**

STATION DESIGN CONSULTANT

**FARRINGTON HIGHWAY STATION GROUP
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**

SECOND AMENDED EXHIBIT 2B COMPENSATION AND INVOICING

1. Subject to the provisions set forth in this Agreement, the CONSULTANT will be paid periodically by the CITY for authorized and satisfactorily completed Work under this Agreement based on an approved Schedule of Milestones. Such payment shall be full compensation for Work performed, 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 FIVE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$5,479,753.00), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided for in this Agreement. In the event the CONSULTANT incurs costs or fees in excess of the Total Contract Amount, adjusted as provided herein, the CONSULTANT shall pay such excess from its own funds and shall have no claim against CITY for payment of such excess.

2. The CONSULTANT shall submit a proposed Schedule of Milestones within ten (10) working days after receipt of NTP #1a. The Schedule of Milestones is to be organized by NTP and will identify the Scope of Work (SOW) activity code, describe the activity, specify the associated fixed-price amount and specify the estimated completion date. The CONSULTANT's Baseline Design Schedule must be conformed to the Schedule of Milestones. The CITY and the CONSULTANT shall reach agreement on the proposed Schedule of Milestones at which time the CITY will approve the Schedule of Milestones. The CITY's approved Schedule of Milestones shall be added to the Agreement by contract amendment and become part of the Agreement by amending First Amended Exhibit 2B-1 to these Special Provisions. In no event shall compensation exceed the amounts listed in the Schedule of Milestones or the Total Contract Amount.

3. **Payment Schedule.** Upon completion of Milestones for which NTP has been issued, the CONSULTANT shall submit to the CITY invoices for payment for Project Work completed on a schedule to be determined by the CITY and CONSULTANT in a form and in reasonable detail as determined by the CITY. Within thirty (30) days of receipt of invoice, and upon approval of the work satisfactorily completed and amount billed, the CITY will pay the invoice as approved. At no time shall the total cumulative amount paid for the Project Work exceed the Total Contract Amount. **The CONSULTANT shall notify the CITY in writing no later than ten (10) days after expending seventy five percent (75%) of the Total Contract Amount or whenever the CONSULTANT believes the Project Work cannot be completed for the Total Contract Amount.**

**SECOND AMENDED EXHIBIT 2B-1
PROJECT PAYMENT SCHEDULE**

[NOTE: See Approved Schedule of Milestones Exhibit 2C]

<u>Summary:</u>	<u>Amount</u>
NTP #1a Schedule of Milestones	\$ 52,356
NTP #1a-1 Design Workshop	\$114,794
NTP#1b Preliminary Engineering (PE)	\$775,497
NTP #2 Interim Design (ID)	\$3,437,489
NTP #3 Final Design (FD)	<u>\$1,099,617</u>
Total Contract Amount	\$5,479,753
Allowance for Extra Work	<u>\$ 20,943</u>
Total Aggregate Amount	<u>\$5,500,696</u>

EXHIBIT 2C
APPROVED SCHEDULE OF MILESTONES

**SPECIAL PROVISIONS TO THE
AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU
AND HDR ENGINEERING, INC.**

STATION DESIGN CONSULTANT

**FARRINGTON HIGHWAY STATION GROUP
HONOLULU HIGH-CAPACITY TRANSIT CORRIDOR PROJECT**