

**AGREEMENT FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) "II"
PROFESSIONAL SERVICES CONTRACT
Contract No. SC-HRT-1600008**

THIS AGREEMENT for professional services DATED SEP 10 2015 (this "Agreement" or "Contract"), is entered into by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("HART"), 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 Stantec Consulting Services Inc., a New York Corporation, whose local place of business and mailing address is 501 Sumner Street, Suite 620, Honolulu, Hawai'i 96817, hereinafter referred to as the "Contractor." HART and the Contractor, 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 Contractor to provide construction engineering and inspection services in support of the Honolulu Rail Transit Project ("HRTP") as set forth in and in accordance with this Agreement;

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

WHEREAS, the Contractor was selected pursuant to Section 103D-304 of the Hawaii Revised Statutes ("HRS"), as amended, and related Hawaii Administrative Rules ("HAR"), as amended, relating to procurement of professional services, under RFQ-HRT-857111 ("RFQ");

WHEREAS, federal funding is involved in this project and, as such, the Contractor is required to comply with the applicable laws, rules and regulations of the Federal Transit Administration ("FTA"); 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, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. Services to be Provided. The Contractor shall, in a proper and satisfactory manner as determined by HART, perform and complete all of the services required in accordance with and set forth in the Contract Documents as hereinafter described; furnish all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of the Work contemplated under the Contract Documents (the "Work"); and receive and accept as full compensation for all the Work, the price for the various items of the Work as hereinafter set forth.

2. Contract Documents. The Contractor shall complete and perform the Work in accordance with this Agreement, which is also referred to as “Contract” or “Contract Documents,” and consists of the following documents:

- a. This Agreement Form;
- b. Appendix A: Special Provisions and any exhibits and attachments thereto, including:
 - Exhibit 1, Scope of Services;
 - Exhibit 2
 - A - Cost Estimates for the Contract
 - B - Compensation and Invoicing
 - C - Overhead Rate Schedule
 - D - Fee Proposal (Confidential);
 - Exhibit 3, Certification Regarding Conflict of Interest;
 - Exhibit 4, Letter of Subcontract Intent;
 - Exhibit 5, Certificate Regarding Ineligible Contractors;
 - Exhibit 6, Certificate Regarding Ineligible Subcontractors;
 - Exhibit 7, Certification Regarding Lobbying;
 - Exhibit 8, Federal Requirements;
- c. Appendix B: Honolulu Authority For Rapid Transportation General Terms and Conditions for Professional Services (“General Conditions”);
- d. Appendix C: RFQ No. RFQ-HRT-857111 and all addenda thereto; and
- e. Appendix D: The Contractor’s Statement of Qualifications dated May 20, 2015.

Any future modifications, changes or amendments to the Contract Documents shall be incorporated and made a part of this Agreement. The Contract Documents are listed in order of controlling preference should there be any conflict in the terms of the Contract Documents, except that those portions of Appendix D that exceed the requirements of the other Contract Documents become the new minimum Contract requirements.

3. Term of Agreement. The term of this Agreement will be from issuance of Notice to Proceed through December 31, 2019, provided, however, that HART may exercise the option to extend the period of performance of this Agreement up to an additional two (2) years pursuant to the provisions of the Contract Documents.

4. Compensation.

A. This is a cost reimbursement contract. HART agrees to pay the Contractor for the satisfactory performance and completion of the Work, the payments in accordance with the agreed-to hourly rates of pay shown in the Fee Proposal set forth in Exhibit 2D of this Agreement. The aggregate amount of such payments for the Work shall not exceed FIFTY-FIVE

MILLION THIRTY SIX THOUSAND ONE HUNDRED THIRTY AND 00/100 DOLLARS (\$55,036,130.00). 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, fees, and all applicable taxes, including the State General Excise and Use Tax ("GET") and the county one-half of one percent (0.5%) GET Surcharge.

B. Itemization of Other Direct Costs ("ODCs") payable is set forth in Exhibit 2A, which also sets forth the agreed-to unit costs and method of payment of payable ODCs. Reimbursement of ODCs shall be in accordance with OMB Circular A-87, General Principles for Determining Allowable Costs for allowable project-related expenses incurred in the performance of the Work. HART is not precluded from setting stricter standards for reimbursable expenses. HART's written approval shall be required prior to the Contractor incurring any expense. ODC items payable shall be made upon submission and HART approval of an Expense Reimbursement Invoice, which shall include copies of pertinent vendor bills and/or invoices for each line item and/or certification that items identified in Exhibit 2A, Other Direct Cost Estimate for Initial Contract Term as "Fixed Cost" were used in the performance of work during the invoice period. Items billed as Other Direct Costs shall be billed with no markup. Any funds remaining at the end of this Agreement shall revert back to HART.

5. Cost and Pricing Data. 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 proposal.

6. Unless notified otherwise by the Officer-in-Charge in writing, 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, Hawaii 96813

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

Dean Palumbo
Senior Vice President
Stantec Consulting Services Inc.
501 Sumner Street, Suite 620
Honolulu, Hawaii 96817

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

Construction Engineering and Inspection (CE&I) "IF" Professional Services Contract

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.

HART-12 (11/11)

Certificate

The attached contract for Construction Engineering and Inspection (CE&I) "II" Contract

(\$55,036,130.00)

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. CT - HRT - 1600008
FUND Transit Fund (690 & 695)

HONOLULU, HAWAII

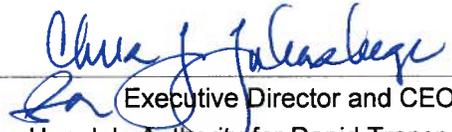
Date: **SEP 10 2015**

ACCOUNT NO.

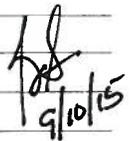
690/7790 - 16 = \$ 13,759,030.00 (4124)

695/7790 - 16 = \$ 41,277,100.00 (4124)

TOTAL = \$ 55,036,130.00


Executive Director and CEO

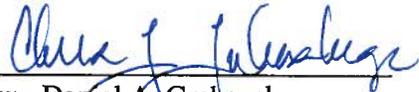
Honolulu Authority for Rapid Transportation


9/10/15

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

STANTEC CONSULTING SERVICES INC.


By: Daniel A. Grabauskas
Executive Director and CEO


By: Dean Palumbo
Its: Senior Vice President, US West

APPROVED AS TO FORM AND
LEGALITY


Deputy Corporation Counsel
GARY Y. TAKEUCHI

[Attach Notary Page]

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

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: _____
Agreement FOR CE&I SERVICES CONTRACT No
SC-HRT-1600008

Doc. Date: undated No. of Pages: 5 Jurisdiction: First Circuit

JoAnne R. Delvillano 8-25-2015
Signature of Notary Date of Certificate

JoAnne R Delvillano
Printed Name of Notary

