

APPENDIX A
SPECIAL PROVISIONS

HONOLULU RAIL TRANSIT PROJECT

CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) "II"
CONTRACT

PROFESSIONAL SERVICES CONTRACT

SPECIAL PROVISIONS TABLE OF CONTENTS

- I. PROJECT
- II. SERVICES
- III. FEDERAL CLAUSES

LIST OF SPECIAL PROVISIONS EXHIBITS

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 AND SEALED**)

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

1. Attachment 1.6a) - DBE Participation Report
2. Attachment 1.6b) - Final Report of DBE Participation and Instructions for completion of the Final Report of DBE Participation

These Special Provisions and the Honolulu Authority for Rapid Transportation General Terms and Conditions for Professional Services ("General Terms and Conditions") shall apply to, and are incorporated by reference into the Agreement, except as modified by reference herein. All defined terms in the Agreement shall have the same meaning in these Special Provisions.

I. PROJECT

The Honolulu Rail Transit Project ("HRTP") is described in the Final Environmental Impact Statement as a twenty (20) mile grade separated fixed guideway transit system between East Kapolei and Ala Moana. Under the Construction Engineering and Inspection (CE&I) "II" Contract ("Contract" or "Agreement"), the successful Offeror (or the "Contractor") will provide CE&I services primarily in the East Section of the HRTP which includes Airport Guideway and Stations design-build contracts, City Center Guideway and Stations design-build contracts, Airport Utilities Relocation contracts, City Center Utilities Relocation contracts, Elevators and Escalators Design-Furnish-Install-Maintain contract (construction phase only) and Construction On-Call work.

II. SERVICES

The Contractor's responsibilities under this Agreement include providing services set forth in the Scope of Work attached hereto and incorporated herein as Exhibit 1.

III. FEDERAL CLAUSES

FEDERAL FUNDING, INCORPORATION OF FTA TERMS, AND CHANGES TO FEDERAL REQUIREMENTS

This Agreement includes, in part, certain standard terms and conditions required by the FTA, whether or not expressly set-forth in the Agreement provisions. All provisions required by the FTA, as set forth in FTA Circular 4220.IF, as amended, will be incorporated by reference. Anything to the contrary notwithstanding, all FTA mandated terms and conditions will be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART or the City to be in violation of FTA terms and conditions. This Agreement will be subject to any financial assistance agreement between HART/City and the FTA and all laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to the Agreement and will be incorporated by reference as if fully set forth therein.

The Contractor shall at all times comply with all applicable Federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between HART/City and FTA relating to the HRTP, as they may be amended or promulgated from time to time during the term of the Agreement (collectively, "Federal Requirements"). These Federal Requirements may change and the changed Federal Requirements will apply to this Agreement as required unless the Federal Government determines otherwise. The Contractor's failure to comply with the Federal Requirements shall constitute a material breach of the Agreement.

The Federal Requirements are contained in Exhibit 8, attached hereto and incorporated by reference.

EXHIBIT "1"

CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) "IP"

Professional Services Contract

SCOPE OF SERVICES

Project ID: MM-596

TABLE OF CONTENTS

1.0	PURPOSE:	3
2.0	GENERAL:	3
3.0	ITEMS TO BE FURNISHED BY HART TO THE CE&I CONTRACTOR	3
3.1	CONSTRUCTION CONTRACT DOCUMENTS.	3
3.2	FIELD OFFICE.	4
3.3	TELEPHONE SYSTEM AND SERVICE.	4
3.4	COMPUTER NETWORK AND EQUIPMENT.....	4
4.0	ITEMS FURNISHED BY THE CE&I CONTRACTOR:	4
4.1	OFFICE AUTOMATION AND COMMUNICATIONS:.....	4
4.2	VEHICLES:	4
4.3	FIELD EQUIPMENT:.....	4
4.4	LICENSING FOR EQUIPMENT OPERATIONS:.....	5
5.0	LIAISON RESPONSIBILITY OF THE CE&I CONTRACTOR:	5
6.0	PERFORMANCE OF THE CE&I CONTRACTOR:	5
7.0	STAFFING:	6
8.0	SCOPE:	8
8.1	GENERAL.....	8
8.2	PRE-CONSTRUCTION SERVICES	9
8.3	RESIDENT ENGINEERING STAFF:.....	9
8.4	ON-SITE OBSERVATIONS AND INSPECTIONS:	10
8.5	SURVEYING:	11
8.6	MATERIALS SAMPLING AND TESTING:	12
8.7	CONSTRUCTION COST ESTIMATES	12
8.8	CE&I CONTRACTOR SCHEDULE REVIEWS.....	12
8.9	ENVIRONMENTAL MONITORING	13
8.10	THIRD PARTY COORDINATION	13
8.11	LABOR COMPLIANCE	13
8.12	PUBLIC INFORMATION SERVICES	13
8.13	VIDEO AND PHOTOGRAPHIC DOCUMENTATION.....	14
8.14	GEOTECHNICAL ENGINEERING:	14
8.15	QUALITY ASSURANCE (QA) PROGRAM:	14
8.16	SAFETY AND SECURITY PLAN	16
9.0	CE&I CONTRACTOR DELIVERABLES:	16

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CE&I) “II” services which are required for contract administration, observation, inspection, and materials sampling and testing for the Honolulu Rapid Transit Project, including construction projects listed below. The CE&I Contractor will perform the scope of services to advise the owner of any trends, issues, or problems indicative of the construction contractor’s failure to maintain budgets or schedules.

2.0 GENERAL:

The CE&I Contractor will provide services as set forth in the Contract, including this Scope of Services, the referenced project manuals, and procedures.

The construction contracts currently anticipated for which the CE&I services under this Contract are required are as follows:

Financial Project ID	Description
DBB-505	Airport Utilities
DBB-450	Airport Guideway and Stations
DBB-550	City Center Guideway and Stations
DBB-510	City Center Utilities
MI-930	Elevators and Escalators

The CE&I Contractor will exercise independent professional judgment in performing services under this Agreement and as allowable within the time and budget constraints. The CE&I Contractor will perform the scope of services to advise the owner of any trends, issues, or problems indicative of the construction contractor’s failure to maintain budgets or schedules.

Services provided by the CE&I Contractor shall comply with HART’s manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by HART. Such manuals, procedures, and memorandums will be provided by HART.

3.0 ITEMS TO BE FURNISHED BY HART TO THE CE&I CONTRACTOR

3.1 Construction Contract Documents. HART, on an as needed basis, will furnish the most current documents for each construction contract. Final documents and updates to baselines will be either provided directly from HART or will be obtained through construction contractor submittals. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Construction contractor’s baseline and current schedule and budgets.

- 3.2 Field Office.** Field Offices will be provided by HART with sufficient room and furnishings (desks, conference tables, chairs, book shelves, file cabinets, dry erase boards, etc.) to effectively carry out the CE&I Contractor's responsibilities under this Scope of Services.
- 3.3 Telephone System and Service.** Field office telephone system and service will be provided by HART. This does not include cellular phones.
- 3.4 Computer Network and Equipment.** HART will provide all required equipment for internet broadband access to all work stations within the field office as well as access to a local file server and HART's main file server.

4.0 ITEMS FURNISHED BY THE CE&I CONTRACTOR:

Items furnished by the CE&I Contractor will be reimbursed as an Other Direct Cost (ODC) in accordance with the Agreement.

4.1 Office Automation and Communications:

Unless specified as provided by HART, provide all software and computer hardware necessary to efficiently and effectively perform CE&I Contractor services. This includes the following:

- Desktops, laptops, tablet computers and projectors.
- Software packages and support for Contract Management System (CMS). HART will provide permissions to appropriate modules for each user. HART will furnish and support the software packages for CMS. The CE&I Contractor will be reimbursed for all monthly CMS licenses and service costs in accordance with the Contract Documents.
- Field equipment (cellular phones and cameras).

Ownership and possession of computer equipment and related software, which is provided by the CE&I Contractor, shall remain at all times with the CE&I Contractor. The CE&I Contractor will retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

4.2 Vehicles:

The type and number of vehicles provided by the CE&I Contractor will be able to support the field services efficiently. Vehicles will be equipped with appropriate safety equipment. Vehicles will have approved designations displayed on both sides of the vehicle.

4.3 Field Equipment:

Provide the following:

- Supply survey, inspection, and testing equipment necessary to perform audit level services including non-consumable and non-expendable items plus expendable materials.

- PPE equipment as required for CE&I Contractor staff. Hard hats will have HART approved designations visibly displayed.
- Other small tools, equipment and supplies as necessary.

Equipment described herein will remain the property of the CE&I Contractor and will be removed at completion of the work. The CE&I Contractor retains responsibility for risk of loss or damage to said equipment. Field office equipment will be maintained and in operational condition at all times.

4.4 Licensing for Equipment Operations:

Obtain licenses and equipment for personnel operating equipment as required to perform CE&I services. The license and supporting documents will be available for verification by HART, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges will be obtained using the protocol established by the Nuclear Regulatory Commission (NRC).

5.0 LIAISON RESPONSIBILITY OF THE CE&I CONTRACTOR:

For the duration of the Agreement, keep HART's Deputy Director of Construction and HART's Project Managers informed of significant activities, decisions, correspondence, reports, and other communications related to the scope of services. The CE&I Contractor will perform the scope of services to advise the owner of any trends, issues, or problems indicative of the construction contractor's failure to maintain budgets or schedules.

Facilitate communications between all parties (i.e., architectural, mechanical, materials, landscaping, local agencies, etc.) to obtain responses and resolutions in a timely manner. Maintain accurate records to document construction activities.

Coordinate as directed by the PM with each construction contractor for administrative matters of the construction contracts assigned.

6.0 PERFORMANCE OF THE CE&I CONTRACTOR:

During the term of the Agreement and all Supplemental Amendments thereof, HART may review various phases of CE&I Contractor operations, such as construction observation, materials sampling and testing, and administrative activities, to determine compliance with the scope of services. The services provided will depend on the construction contract delivery method, either design-build or design-bid-build. Cooperate and assist HART representatives in conducting the reviews. If deficiencies are indicated, remedial action will be implemented immediately. HART recommendations and CE&I Contractor responses/actions are to be properly documented by the CE&I Contractor. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned observation and/or inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel if budget permits, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the CE&I Contractor and/or HART to be inadequate.

- C. Increase the scope and frequency of training of the CE&I Contractor personnel.

7.0 STAFFING:

Once authorized, the CE&I Contractor will establish and maintain appropriate staffing throughout the duration of construction and completion of contract closeout. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, will be available to resolve disputed final pay quantities until HART has received a regular acceptance letter.

The CE&I Contractor will provide qualified construction engineering and field oversight staff to perform services. If construction contractor operations are substantially reduced or suspended, for any of the construction contracts, the CE&I Contractor will reduce its staff appropriately.

In the event that the suspension of construction contractor operations requires the removal of CE&I Contractor forces from the project, the CE&I Contractor will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

Any overtime must be approved by HART prior to expending overtime hours.

The CE&I Contractor will provide the following staff whose duties are generally described below. Not all positions are required to be full time.

- A. Construction Manager.** Responsible for overall management and resourcing of the CE&I Team and overall delivery of the CE&I scope of services. Coordinates the East Section CE&I Team efforts with HART's Management Team and the West Section CE&I Team. Coordinates the efforts of key specialty resources for strategic efforts including specialty construction support, design and constructability reviews, civil/systems integration, permitting, and stakeholder liaisons.
- B. Resident Engineer.** Primarily responsible for reviewing the construction contractor's work in accordance with the Contract Documents and enforcing the contract where non-conformance is identified. Makes contractual recommendations to the Project Manager and coordinates HART's overall determinations on contract matters. Manages and directs the work of assigned lead engineers, office engineers, inspectors, and quality oversight representatives who review the construction contractor's work. Directs the necessary tasks to administer the construction contracts.
- C. Project Controls Manager.** Leads, manages and coordinates the project controls efforts of the project controls staff, including the change and claims engineers, schedulers, cost estimators, document control, risk management, and contract specialist resources. Develops construction program cost forecasts and scheduling reports.
- D. Scheduler.** Reviews and analyzes construction contractor baseline, monthly update, and time impact schedules per the scope of services. Analyzes and reports on manpower and installation productivity.
- E. Cost Estimator.** Provides independent cost estimates, construction contractor's cost proposal analysis, cost model validation, and as-needed design support estimates.

- F. Document Controls.** Develops, maintains, and monitors the implementation of the document control system across the contracts to provide a platform for consistent storage, distribution and archiving of construction related documentation.
- G. Claims and Changes Engineer.** Evaluates major construction contractor claims and changes from a merit, cost impact, and time analysis perspective. Supports field staff as-needed to mitigate and negotiate major claims and changes.
- H. Quality Assurance Auditor.** Develops and implements the CE&I Contractor's Quality Assurance Plan. Performs semi-annual quality assurance reviews to review the CE&I Contractor's compliance with the requirements of the CE&I Scope of Services and in accordance with the approved Quality Assurance Plan. Develop quality assurance report findings after each semi-annual review and provides recommendations to the Construction Manager.
- I. Lead Engineer.** Serves as a deputy to the Resident Engineer and spearheads the resolution of technical and coordination matters. Coordinates with the technical representatives of HART, the GEC and the East Section CE&I Team as well as third party stakeholders. Leads the oversight efforts of the respective CE&I team for project interface and integration.
- J. Office Engineer.** Responsible for supporting the Resident Engineer and observes that the work complies with engineering standards, codes, specifications, and design plans and specifications. Responsibilities include plan and specifications review, processing submittals, RFIs, managing and tracking change orders, and maintaining as-builts as work is completed. May also assist HART with monitoring for required permits and approvals.
- K. Lead Inspector.** Responsible for coordinating and managing the efforts of the field oversight staff for a particular construction contract in accordance with the On-Site Observations and Inspections scope of work. Monitors project activities related to construction site work and coordinates the field oversight efforts accordingly. Performs observation duties at various stages of construction for contract compliance. Reviews the work of assigned staff.
- L. Construction Compliance Monitor.** Audits the Design-Builder's construction and environmental field activities for general compliance with the Construction Contract. Performs work in accordance with the On-Site Observations and Inspections scope of services relative to design-bid-build contracts.
- M. Inspector.** Conducts periodic and selected daily observations of the construction contractor's work to determine general compliance with the Construction Contract. Performs work in accordance with the On-Site Observations and Inspections scope of services relative to design-bid-build contracts.
- N. Elevators and Escalators Manager.** Supports HART in the administration of the elevators and escalators contract and the implementation of the work into the various East Section

- CE&I facilities. Coordinates with the Stations Inspectors for the field oversight and documentation of the installation of elevators and escalators in general compliance with the contract documents and specifications.
- O. Third Party and Utility Coordinators.** As-needed support staff that serves as a liaison for stakeholder and utility agencies. Assists with permitting and unexpected challenges while helping to identify any possible obstacles along with proposed solutions.
 - P. Materials Testers.** Provide quality assurance (QA) materials sampling and testing services on an intermittent and suspect basis as directed by Resident Engineers to validate the construction contractor's Quality Control sampling and testing program.
 - Q. Surveyor.** Performs quality assurance surveys to spot-check each construction contractor's work on an intermittent and suspect basis as directed by Resident Engineers to validate the construction contractor's survey.
 - R. Public Outreach.** As-needed staff supporting HART's public information services. Performs work at the direction of HART public information staff, which may include preparing and distributing material; representing HART during community projects and at public, social and business gatherings; and arranging public information programs.
 - S. Environmental Monitor.** Supports the HART Environmental Manager in the observation and documentation of the construction contractor's compliance to the construction documents and environmental requirements. Conducts periodic field observations of the construction pre-activity and activity during construction activities. Prepares reports, photo logs, and documentation in support of the HART Environmental Manager.
 - T. Labor Compliance Support.** Supports the HART Civil Rights Officer in accordance with the Labor Compliance Scope of Services of the Agreement.
 - U. Administrative Assistant.** Supports the project staff and maintains administrative and project office details. Coordinates with the Document Control Manager for document control activities on assigned contract. This includes records/file management, archiving, document control, ordering office supplies, maintaining office equipment and performing various administrative tasks. Provides general administrative assistance to the project team.
 - V. Others as needed.** Additional support for specialty inspections, technical support, reviews or other purposes as approved by HART.

8.0 **SCOPE:**

8.1 **General**

The CE&I Contractor will administer, monitor, and observe the construction work such that the projects are constructed in general conformity with the plans, specifications, and special provisions for the construction contracts.

Observe the construction contractor's work to determine the progress of work and general construction compliance to the construction contracts. Document discrepancies observed, report significant discrepancies to HART, and issue NCRs or corrective action requests to the construction contractor to correct such observed discrepancies and/or their quality management system.

Inform the HART Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the construction contractor and the corrective action that has been directed by the construction contractor to be performed by the construction contractor.

CE&I Contractor shall provide construction oversight services as per HART's Construction Management Plan and follow HART published procedures as applicable.

8.2 Pre-Construction Services

Provide the following pre-construction services:

- **Pre-Construction Meeting.** Conduct a pre-construction meeting for each Construction Contract. Provide appropriate staff to attend and participate in the meeting.
- **Environmental Briefing.** Schedule and conduct a meeting with the HART Environmental Manager prior to the pre-construction meeting. The purpose of this meeting is to discuss and coordinate the required oversight of the construction contractor's environmental compliance by both HART and CE&I staff.
- **Project Management Plan.** Provide a project management plan within thirty (30) days after NTP.

8.3 Resident Engineering Staff:

Assign Resident Engineers, Lead Engineers, Office Engineers, Change Management, Project Controls, Inspection Oversight and Administrative staff when necessary to administer the construction contracts. The Resident Engineers shall act within the limits of authority as designated by HART. The duties of the Resident Engineer, as supported by field staff, will include:

- Review and provide input into procurement and contract documents.
- Enforce the requirements of the construction contracts assigned.
- Document contractual actions accurately.
- Interface with entities, as required by HART, to coordinate the work.
- Interface management and coordination between the separate construction contracts assigned.
- Manage submittals, request for information, and change process.
- Review progress payments as pertaining to each assigned construction contract and facilitate prompt processing of such information.

- Conduct weekly construction meetings with the construction contractor, including the preparation of agendas and meeting minutes.
- Prepare cost reports, including forecasted cost at completion.
- Provide document control services, including the input of construction documents into CMS as well as scanning, attributing and retrieving documents that are to be archived electronically. File, store, retrieve and distribute documents electronically and by hardcopy.
- Review as-built drawings.
- Prepare non-conformance reports and track resolution of those items identified by the CE&I Contractor.
- Analyze issues that arise on the project and proposals submitted by the construction contractor. Work to resolve such issues, and process the necessary paperwork.
- Prepare and submit to the Deputy Director of Construction the following reports:
 - Construction Management Status Report – A monthly report in a format to be provided by HART. The report shall include the compilation of all Resident Engineer Monthly Reports for that month.
 - Resident Engineer Monthly Reports – Prepare and submit Resident Engineer Monthly Reports in accordance with the project procedures.
 - Resident Engineer Weekly Reports – Prepare Resident Engineer weekly reports highlighting significant events or issues each week. Include key construction progress photos.
- Prepare and make presentations for meetings and hearings in connection with the project covered by this Agreement.

8.4 On-site Observations and Inspections:

The CE&I Contractor will provide field oversight staff which will consist of Construction Compliance Monitors on design-bid-build contracts.

Construction Compliance Monitors will audit the construction contractor's construction and environmental field activities for general compliance with the construction contract. Inspectors shall conduct periodic and selected daily observations of the construction contractor's work to determine general compliance with the construction contract. Such observations will be conducted at established hold and witness points if provided for within the construction contract.

Field oversight staff will:

- Observe the construction contractor's construction and installation work in accordance with the plans, specifications, and special provisions for the construction contract to determine that work observed is constructed in general conformance with such documents.
- Document construction activities observed on a daily basis in a daily diary, provide photographic records, and track completed work.
- Assist in reviewing construction contractor progress payments.
- Provide field support services for submittals, RFIs, and requests for contract change orders.
- Notify the Resident Engineer of any observed non-conformances and assist in the issuance of non-conformance reports as required.
- Document as-built conditions as observed.
- Monitor and document change order work in the field. Document labor and equipment expenditures on force account work.

- Perform surveillances of the construction contractor's Quality Control activities, including the construction contractor's sampling and testing of materials.
- Designated staff will monitor construction contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with HART's procedures. CE&I Contractor employees performing such services shall be qualified in accordance with HART's procedures.

A. Frequency and Quantity of Services

The frequency and quantity of field oversight services will depend on the magnitude of construction activity for all construction projects in-progress as well as the overall performance of the construction contractor as mutually agreed with HART. The frequency and quantity of field oversight services will decrease if the quality of field work provided by the construction contractor is trending positively with limited observations of non-conformance or other construction discrepancies and the construction contractor is providing adequate quality management per the construction contract. The frequency and quantity of field oversight services will remain constant or increase if the quality of the construction work is not trending positively or the construction contractor is not providing adequate quality management per the construction contract.

B. Assumptions

- HART will monitor off-site activities and fabrication unless otherwise stipulated by the Agreement. The CE&I Contractor will provide technical support for HART source inspections as requested by HART.
- Field oversight, compliance monitoring and inspection by the CE&I Contractor will not relieve the construction contractor in any way from its full obligations and responsibilities under the Construction Contract. The CE&I Contractor shall not be responsible for construction means, methods, techniques sequences and procedures employed by the construction contractor in the performance of its Construction Contract, and shall not be responsible for the failure of the construction contractor to carry out work in accordance with the Construction Contract. Construction means, methods, safety and corrective measures remain the responsibility of the construction contractor.
- The CE&I Contractor will not be responsible for the construction contractor's safety program or the overall project safety requirements. The CE&I Contractor will support the designated HART Safety and Security Officer and HART's goal of zero incidents through a commitment to safety, regular toolbox meetings onsite, project safety meetings, and observation of the construction contractor's safety performance. Observation of the construction contractor's non-compliance to safety will be brought to the attention of the HART Safety and Security Officer who will be responsible to address the issue with the construction contractor Safety Representative. The CE&I Contractor will perform these services in general compliance with HART's Safety and Security Manual.

8.5 Surveying:

Perform quality assurance surveys to spot-check each construction contractor's work on an intermittent and suspect basis as directed by Resident Engineers to validate the

construction contractor's survey. Check the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project. The cost estimate and budget for CE&I services includes an allowance for check survey services.

The CE&I Contractor will provide periodic survey checks of the construction contractor's activities throughout the East Section project limits. The frequency of the survey checks will be at the discretion of the CE&I Contractor and will increase or decrease based on the construction contractor's performance and compliance with the contract documents. It will be the responsibility of the construction contractor(s) to establish the project survey control and verification of all construction elements throughout the East Section project limits.

8.6 Materials Sampling and Testing:

The construction contractor will provide primary materials testing and sampling for Quality Control of the work. The CE&I Contractor will provide quality assurance (QA) materials sampling and testing services on an intermittent and suspect basis as directed by Resident Engineers to validate the construction contractor's Quality Control sampling and testing program.

The CE&I Contractor will be responsible to provide the minimum sampling frequencies set out in HDOT's Materials Sampling, Testing and Reporting Guide. The frequency of the sampling and testing performed by the CE&I Contractor will be at the discretion of the CE&I Contractor and will increase or decrease based on the construction contractor's performance and compliance with the contract documents. The cost estimate and budget for CE&I services includes an allowance for materials sampling and testing services.

The CE&I Contractor will prepare and submit a materials sampling and testing program for the CE&I Contractor's quality assurance oversight efforts.

Documentation reports on sampling and testing performed by the CE&I Contractor will be submitted within one week of the performance of the construction work. Document the materials testing and sampling program in the appropriate module of CMS as designated by HART.

8.7 Construction Cost Estimates

Prepare construction cost estimates to support the negotiation and substantiation of procurements and construction change orders.

8.8 CE&I Contractor Schedule Reviews

Analyze the construction contractor's schedules for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Review the schedule in conformance with the contract constraints, including contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns. Schedules that shall be reviewed include, but are not limited to the following:

- Preliminary Schedule

- Baseline Schedule
- Monthly Schedule Updates
- Time Impact Analyses
- Look-ahead schedules
- As-Built schedules

8.9 Environmental Monitoring

Work with HART's designated environmental manager to monitor the construction contractor's performance of environmental monitoring and mitigation requirements of the Construction Contract. Provide an environmental monitor to support HART's environmental manager. Provide revisions to HART's Environmental Monitoring Plan to coordinate the CE&I Contractor's role in HART's overall environmental monitoring efforts.

8.10 Third Party Coordination

Provide field support to HART's designated manager for third party agreements. Coordinate the Construction Contract administration activities of all parties other than the construction contractor involved in completing the construction project. Notwithstanding the above, the CE&I Contractor is not liable to HART for failure of such parties to follow written recommendations issued by the CE&I Contractor or for failure of such parties to comply with their agreements with HART.

8.11 Labor Compliance

The CE&I Contractor will provide a Labor Compliance Specialist in support of the HART Civil Rights Officer. Typical areas of compliance responsibility include EEO Affirmative Action for the construction contractor and subcontractor, DBE Affirmative Action, construction contractor Formal Training, Payroll, and Subcontracts.

The Labor Compliance Specialist will:

- Conduct field surveillance of the construction contractor's compliance for East Section Construction Contract labor requirements.
- Review, monitor, evaluate, and act upon documentation required for Construction Contract Labor compliance.
- Maintain labor compliance files. Keep related documents and correspondence accurate and up to date.
- Attend compliance reviews and furnish the relevant project files for review.
- Assist the HART Civil Rights Officer as requested.
- Schedule and attend a meeting with the HART Compliance Manager prior to each Pre-construction Conference.

The Labor Compliance Specialist will coordinate with the West Section CE&I Labor Compliance Specialist in an effort to provide a consistent approach to labor compliance.

8.12 Public Information Services

HART will provide Public Information Services. The CE&I Contractor shall provide coordination and support to HART's public information services.

8.13 Video and Photographic Documentation

Provide the following video and photographic documentation:

A. Pre-Construction Video and Photographic Documentation

As requested by HART, the CE&I Contractor will document pre-construction conditions throughout the project limits as follows:

- Videotape the pre-construction conditions. The videography will have time, date and location specific information.
- Photograph the pre-construction state of select locations along the alignment. These photographs will be filed and maintained on the CE&I Contractor's computer using a Digital Photo Management system.

B. Construction Photography

In conjunction with Field Reports provided by field oversight staff, provide a digital photo log of project activities, with an emphasis on potential claim items and project related issues.

C. Aerial Photography

Provide Aerial photographs of the right-of-way/project limits under the East Section CE&I contract as follows:

- Work with HART to determine the appropriate altitude to obtain aerial photography.
- Aerial photography shall be captured on a monthly basis until work is complete on the East Section CE&I construction activities.
- Provide six aerial photographs per mile to reflect the construction operations and progress of the work. Photographs shall be clean, sharp, and clearly show details. Each frame shall allow for a 15% to 25% overlap. The shutter speed should be such that all motion is eliminated. The name and date of the company that performed the work shall be on the back of all photographs.
- The photographs shall be reviewed by the Deputy Director of Construction, and a CD of the Aerial Photographs will be provided on a monthly basis for use by HART.

8.14 Geotechnical Engineering:

Provide Geotechnical Engineering support to review geotechnical engineering issues and differing site condition claims of the construction contractor.

8.15 Quality Assurance (QA) Program:

Within thirty (30) days after NTP, the CE&I Contractor will furnish a QA Plan to the HART Deputy Director of Construction. The QA Plan will detail the procedures, evaluation criteria, and instructions of the CE&I Contractor's organization for providing services. The CE&I Contractor may adopt or revise HART's Quality Management Plan as the CE&I Contractor's QA Plan.

Significant changes to the work requirements may require the CE&I Contractor to revise the QA Plan. It will be the responsibility of the CE&I Contractor to keep the plan current with the work requirements. The Plan will include, but not be limited to, the following areas:

A. Organization:

A description is required of the CE&I Contractor QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subcontractors and Vendors:

Detail the methods used to control subcontractors and vendor quality.

Water Quality Monitoring:

Perform random water quality testing of surface water to review the results of the BMP's of the various construction contractors against the permitting requirements in terms of preventing pollutants from entering the storm water collection points or affecting surface water. Any problems identified will be the responsibility of the construction contractor to remedy, if necessary. The construction contractor has the primary responsibility to perform monitoring of water quality and the CE&I Contractor testing shall serve as quality assurance of the construction contractor's activities.

Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to verify compliance with the requirements of the Agreement. Quality Assurance Reviews will be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing. Quality Assurance Reviews will also be developed and performed to achieve compliance with specific QA provisions contained in the CE&I Contractor's scope of services. The semi-annual reviews will be submitted to the Deputy Director of Construction in written form no later than one (1) month after the review.

Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products. All records will indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records will be available to HART, upon request, for the duration of the Agreement. All records will be kept at the primary job site and shall be subject to audit review.

8.16 Safety and Security Plan

Prepare and submit a safety and security plan that describes the safety and security practices for the CE&I Contractor’s staff within thirty (30) days after NTP.

9.0 CE&I CONTRACTOR DELIVERABLES:

The following management plan deliverables shall be provided as specified in the scope of services:

Item	Deliverable	Days after NTP
1	Transition/Mobilization Plan	10 Days
2	Construction Management Plan (Review/Revise)	30 Days
2	CE&I Project Management Plan	30 Days
4	CE&I Safety and Security Plan	30 Days
5	Quality Assurance Plan	45 Days
6	Environmental Monitoring Plan (Review/Revise)	45 Days
7	Materials Sampling and Testing Plan	45 Days

**EXHIBIT 2
APPENDIX A**

**EXHIBITS 2A, 2B, 2C, AND 2D (CONFIDENTIAL AND
SEALED SEPARATELY)**

HONOLULU RAIL TRANSIT PROJECT

CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) "II" CONTRACT

PROFESSIONAL SERVICES CONTRACT

EXHIBIT 2A
COST ESTIMATE FOR CONTRACT TERM

Exhibit 2A
Cost Estimate for Initial Term

<u>Item</u>	<u>Amount</u>	<u>Amount</u>
Contractor Direct Labor (1)	\$ 8,298,122	
Contractor Overhead (2)	\$12,447,182	
Contractor Fixed Fee	<u>\$ 1,867,077</u>	
Sub-total		\$22,612,381
Major Subcontractor Direct Labor (1)	\$ 4,459,983	
Major Subcontractor Overhead (2)	\$ 6,689,980	
Major Subcontractor Fixed Fee	<u>\$ 1,003,496</u>	
Sub-total		\$12,153,459
Other Subcontractors Direct Labor (1)	\$ 6,083,865	
Other Subcontractors Overhead (3)	\$ 7,909,025	
Other Subcontractors Fixed Fee	<u>\$ 1,259,360</u>	
Sub-total		\$15,252,250
Other Direct Costs (4)		<u>\$2,541,436</u>
Sub-total		\$52,559,525
GET @ 4.712%		<u>\$2,476,605</u>
Total Aggregate Amount		<u>\$55,036,130</u>

- (1) Annual employee merit increases capped at 3% on pool basis
- (2) Negotiated fixed overhead blended rate of 150% of direct labor
- (3) Negotiated fixed blended overhead rate of 130% of direct labor
- (4) Combination of negotiated fixed unit cost and actual cost

Honolulu Rail Transit Project

EXHIBIT 2A

OTHER DIRECT COST ESTIMATE for INITIAL CONTRACT TERM

Item	Unit Cost	Quantity	Total	Method
Office Supplies	\$2,000.00	52	\$104,000.00	LS Monthly
Office Equipment	\$50,000.00	1	\$50,000.00	Cost Reim.
Survey Supplies	\$5,000.00	1	\$5,000.00	Lump Sum
Material Testing Equipment	\$10,000.00	1	\$10,000.00	Cost Reim.
Material Testing	\$8,000.00	52	\$416,000.00	Cost Reim.
Material Testing Lab	\$5,000.00	52	\$260,000.00	Cost Reim.
Photographic Library – Job Progress Photo	\$1,000.00	52	\$52,000.00	LS Monthly
Video Cams – 12 Stations and 2 Guideways	\$10,000.00	1	\$10,000.00	Lump Sum
Monthly Aerial Photos	\$1,000.00	52	\$52,000.00	LS Monthly
Inspector Tablets	\$1,200.00	30	\$36,000.00	Lump Sum/ Not to exceed stated number of units
Personnel Protective Equipment	\$25,000.00	1	\$25,000.00	Lump Sum
Pool Vehicles including fuel, maintenance, and insurance.	\$700.00	780	\$546,000.00	Lump Sum/ Not to exceed stated number of units
Vehicle Safety Equipment	\$30,000.00	1	\$30,000.00	Lump Sum
Cell Phones	\$50.00	1560	\$78,000.00	LS Monthly/ Not to exceed the stated number of units
Computers (Laptops/Desktops)	\$2,000.00	30	\$60,000.00	Lump Sum/ Not to exceed the stated number of units
ITS/Wireless Network	\$1,000.00	52	\$52,000.00	LS Monthly
CMS Licenses	\$1,800.00	30	\$54,000.00	Cost Reim.
Travel (Airfare, Lodging, and Food)	\$5,000.00	52	\$260,000.00	Cost Reim.*
Miscellaneous & Small Tools	\$70,000.00	1	\$70,000.00	Lump Sum
Subconsultant ODC's (Non-DBE)	\$5,357.00	52	\$278,571.00	Cost Reim./ Not to exceed stated total
Subconsultant ODC's (DBE)	\$1,786.00	52	\$92,857.00	Cost Reim./ Not to exceed stated total
	Total ODCs		\$2,541,428.00	

Honolulu Rail Transit Project

Legend:

Cost Reim. Cost Reimbursement means supporting documentation to be provided and reimbursed with no mark up.

Lump Sum Lump Sum means a one-time payment for each unit cost of the items.

LS Monthly Lump Sum Monthly means monthly payment for each unit cost of items.

* **Travel Cost Reimbursement** shall be limited to Airfare, Lodging, Ground Transportation and Meals and Incidentals and conditioned on the following:

- **Airfare:** The Contractor shall demonstrate and provide proof that the airfare utilized was the lowest available airfare at the time;
- **Ground Transportation:** Cost reimbursement for ground transportation to and from the airport(s).
- **Lodging:** HART shall provide a fixed rate of \$177/night, inclusive of taxes; the parties shall review whether a rate increase is warranted effective January 1, 2017, and the rates shall be based on the Department of Defense per diem rates set for Outside Contiguous United States (CONUS), Non-Foreign Overseas and Foreign.
- **Meals and Incidentals:** \$85/day, including travel dates. Contractor must submit a travel pre-authorization form to the Contract Project Manager for approval.

EXHIBIT 2B

COMPENSATION AND INVOICING

1. Subject to the provisions set forth in this Agreement, the Contractor will be paid on a monthly basis by HART for authorized and satisfactorily completed work and services rendered under this Agreement. Such payment shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, fixed fee and for all other necessary incidentals. The amount to be paid to the Contractor shall be computed as hereinafter set forth; provided that such payment shall not exceed the amount of FIFTY-FIVE MILLION THIRTY-SIX THOUSAND ONE HUNDRED THIRTY AND 00/100 DOLLARS (\$55,036,130.00), which includes all costs and fees associated with this Agreement, subject only to authorized adjustments as specifically provided in this Agreement. In the event the Contractor incurs costs, fees or other expenses in excess of the Total Price, adjusted as provided herein, the Contractor shall pay such excess from its own funds and HART shall not be required to pay any part of such excess and the Contractor shall have no claim against HART on account thereof.

2. Compensation for work and services shall be on a cost plus fixed fee basis but not to exceed the Total Price.

Cost:	\$ 50,906,197
Fixed Fee:	\$ 4,129,933
Total Aggregate Amount:	\$ 55,036,130

Compensation shall be the sum of direct labor costs, indirect costs, subcontractor costs including other direct costs, Contractor's other direct costs, overhead, fixed fee and General Excise and Use Tax as described below. Costs to be paid are identified in the "Cost Estimate" schedule, which is attached hereto as Exhibit 2A and incorporated herein by reference, and include the following:

a. Direct Labor Costs. Direct labor costs shall be the total number of authorized hours worked on the PROJECT by each authorized employee multiplied by the employee's authorized regular hourly rate. For escalation purposes, employees' direct hourly wages may be increased using an annual escalation pool of 3%. The stated escalation rate will apply on January 1 of each succeeding year of this Contract, beginning January 1, 2016. The pooled 3% of the total labor cost for the year may be allocated according to merit and/or cost of living increases as determined by the Contractor. The supporting documentation for the annual escalation shall be submitted to HART. Employee wage increases attributed to promotion shall be approved in advance by HART. The list of employees authorized to charge to the PROJECT are named in the Fee Price Proposal, a confidential document, attached hereto as Exhibit 2D and incorporated herein by reference. Requests by the Contractor to add employees to the Contract shall be submitted in writing to HART for approval with supporting information. The request will identify the individual by name, position, primary task to be assigned, estimated hours, current raw hourly rate and the overhead rate applicable for the charges. The approved documentation of added employees shall become part of

Honolulu Rail Transit Project

the Contract. Charges made by employees who are not on the authorized at the time the charges were incurred will not be reimbursed by HART. Employees who are no longer authorized to charge under this Contract will be removed by writing submitted to HART. In no event shall overtime be billed without prior HART approval. The premium portion of approved overtime may only be billed as Other Direct Cost without any mark-up.

b. Indirect Costs. Indirect costs billed shall be the product of all authorized direct labor costs multiplied by an overhead rate according to the negotiated fixed blended overhead rates. The fixed negotiated overhead rate for the Contractor is 150%, the fixed negotiated overhead rate for the Contractor's major subcontractor is 150%, and the fixed negotiated overhead rate for the Contractor's other subcontractors is 130%. The Parties agree that the Overhead Rates attached hereto as Exhibit 2C and incorporated herein by reference, shall be used for the duration of the Contract, including the option years if exercised by HART.

c. Other Direct Costs. Except for negotiated fixed rates identified in the Contract Documents other direct costs shall be billed at cost without markup by the Contractor and shall include actual authorized expenses incurred by the Contractor for Work under the Contract that is identified in the Other Direct Costs Estimate, Exhibit 2A. Applicable 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.

d. Fixed Fee. The total negotiated fixed fee amount for the Contractor and Contractor's subcontractor is FOUR MILLION ONE HUNDRED TWENTY NINE THOUSAND NINE HUNDRED THIRTY THREE AND 00/100 DOLLARS (\$4,129,933.00). Such fixed fee is included in the Total Price set forth above. It is understood and agreed that the fixed fee is only due and payable for Work which HART has given Notice to Proceed and which the Contractor has satisfactorily completed. The fixed fee will be prorated, invoiced and paid monthly in proportion to the Contractor's and subcontractor's direct labor and overhead for work satisfactorily completed. Any residual amount of the fixed fee not previously paid in the monthly payments shall be included in the final payment. In the event HART deletes Work from the Scope of Services, a proportional decrease in the fixed fee will be required.

e. Subcontractor Costs. It is agreed that HART has the right to approve any subcontractors to be utilized by the Contractor for this Contract. Subcontractor costs shall be billed to HART at cost without markup by the Contractor and shall include actual authorized cost incurred by the Contractor for Contract Work. Subcontractors listed in the Exhibit 2D and incorporated herein by reference, are deemed approved.

3. Payment Schedule. Each month the Contractor shall submit to HART an invoice for payment for Work completed to the end of the previous month in a form and in reasonable detail as determined by HART. Such invoices shall be for work performed subsequent to that work covered by all previously submitted invoices and shall be completed pursuant to the rates and limitations set forth hereinabove. Invoices shall be supported by adequate documentation as determined by HART and shall detail the work, charge(s) by sub- task, hours, amount and employee name for which payment is being requested, including subcontractor employees, and shall itemize, with receipts, usage logs and invoices attached, the Other Direct Costs for which reimbursement is being requested. Within thirty (30) days of receipt of an invoice and upon approval of the work satisfactorily completed and amount billed, HART will pay the invoice as approved. At no time shall the total cumulative amount paid for Work performed exceed the Total Price. A copy of invoices submitted by the authorized subcontractors identified in Exhibit 2D for which payment is requested by the Contractor shall be attached to the Contractor's invoice submitted to HART. The Contractor shall notify the HART Project Manager in writing no later than ten (10) days after incurring seventy-five percent (75 %) of the Total Price or whenever the Contractor believes the Work cannot be completed for the Total Price.

EXHIBIT 2C
OVERHEAD RATE SCHEDULE

Firm	Negotiated Fixed Overhead Rate
Stantec Consulting Services Inc.	150%
SSFM International, Inc.	150%
Safework, Inc. (DBE)	130%
LKG-CMC, Inc. (DBE)	130%
Bowman Engineering and Consulting Inc. (DBE)	130%
Lenax Construction Services, Inc.(DBE)	130%
FIC LLC (DBE)	130%
Richard Matsunaga & Associations, Inc.	130%
Elevations, Inc.	130%
Elevator Consulting Services, Inc.	130%
Myounghee Noh & Associates, L.L.C. (DBE)	130%
PSC Consulting LLC (DBE)	130%
ACE Land Surveying LLC (DBE)	130%
Oshcon, Inc.	130%
Manthos Engineering, LLC	130%
Lyon & Associates Inc.	130%
ESH, Inc.	130%
The Limtiaco Consulting Group	130%
Sato & Associates, Inc.	130%
Dana Yee, Landscape Architect, LLC (DBE)	130%
D.L. Adams Associates	130%
Innova Technologies, Inc. (DBE)	130%

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Stantec Consulting Services Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Dean J. Palumbo

(Print Name)

August 28, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Bowman Engineering & Consulting, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Shauna Bowman, P.E.

(Print Name)

July 8, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Innova Technologies, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

State of Nevada)
County of Clark)

This instrument was Acknowledged before me on 8/31/15 by
Carlos Banchik

Date: 8/31/15 Signature MaryBess Bteed

[Signature]
(Signature of Authorized Official)

Carlos Banchik
(Print Name)

August 31, 2015
(Date)



EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Lenax Construction Services, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.


(Signature of Authorized Official)

Yelena Zeetser
(Print Name)

July 7, 2015
(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of LKG-CMC, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.


(Signature of Authorized Official)

Kathy A. McClure
(Print Name)

July 10, 2015
(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

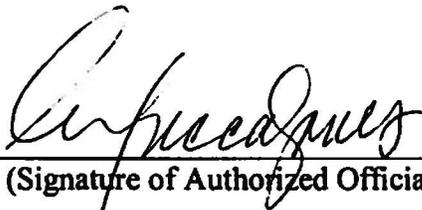
On behalf of Safework, Inc. I certify that:

(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Rebecca Jones

(Print Name)

July 7, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of SSFM International, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Michael P. Matsumoto

(Print Name)

August 27, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Ace Land Surveying LLC I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Kevin Kea
(Print Name)

07/22/2015
(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

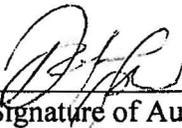
“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Construction Management Services LLC I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

David Fujikawa

(Print Name)

August 27, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

Dana Ann Yee, Landscape Architect LLC

On behalf of ~~Dana Anne Yee, FASLA~~ I certify that:

(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Dana Anne Yee, FASLA

(Print Name)

July 22, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of D.L. Adams Associates, Ltd. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Dana Dorsch, Associate Principal
(Print Name)

August 27, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Elevations, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Neil M. Kunihisa

(Print Name)

July 22, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Elevator Consulting Services, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

() The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

Gordon J. Ernst
(Signature of Authorized Official)
Gordon J. Ernst
Gordon J. Ernst, President

(Print Name)

August 27, 2015
(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

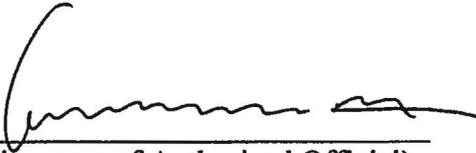
“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of ENGINEERS SURVEYORS HAWAII, INC., I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.


(Signature of Authorized Official)

KENDALL HEE, PRESIDENT + TREAS.
(Print Name)

7-22-15
(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of FIC LLC I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

KEVIN KENNEDY

(Print Name)

7/22/15

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of The Limtiaco Consulting Group I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

John H. Katahira

(Print Name)

7/22/15

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of LYON ASSOCIATES, INC. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

RONALD G. GONZALES
(Print Name)

07/22/15
(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

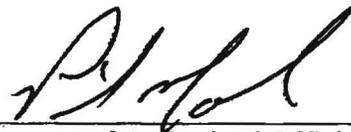
“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Manthos Engineering, LLC. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Pericles Manthos

(Print Name)

August 27, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Myounghee Noh & Associates I certify that:
(Name of Offeror) L.L.C.

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.


(Signature of Authorized Official)

Myounghee Noh
(Print Name)

August 27, 2015
(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of OSHCN, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.

Walter Chun

(Signature of Authorized Official)

Walter Chun

(Print Name)

8/28/2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

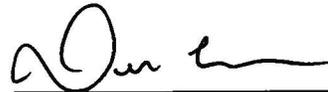
“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of PSC CONSULTANTS, LLC I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

DERRELL CHAN

(Print Name)

07/22/15

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Richard Matsunaga & Associates Architects, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Glenn Murata

(Print Name)

July 22, 2015

(Date)

EXHIBIT 3
CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a potential Contractor (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to the Honolulu Authority for Rapid Transportation (HART); or the potential Contractor’s objectivity in performing the Contract Work would or might be otherwise impaired; or the potential Contractor has an unfair competitive advantage.

On behalf of Sato & Associates, Inc. I certify that:
(Name of Offeror)

(Check one)

The Offeror does not have any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.

The Offeror has had the following relationships with the specific firm(s)/individual(s), identified on the attached sheet, which may be determined to be an organizational conflict of interest. I understand that based on the information I have provided, HART may exclude the Offeror from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. I further certify that the degree and extent of the relationship of the Offeror with these named firm(s)/individual(s) have been fully disclosed on the attached sheet.



(Signature of Authorized Official)

Richard M. Sato
(Print Name)

July 23, 2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

Stantec Consulting Services Inc. _____ intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

_____ Bowman Engineering & Consulting, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Contract scheduling _____

The minimum value of the Subcontract is \$1,027,728 _____.

The Subcontractor/Consultant is _____ is not a certified DBE firm.

If certified, indicate certifying entity: NCTRCA _____. Include a name and telephone
number for certifying entity Elicia Mitchell (817) 640-0606 _____.

For the Consultant:



(Signature)

Dean J. Palumbo

(Printed Name)

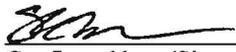
Senior Vice President

(Title)

September 3, 2015

(Date)

For the Subcontractor/Subconsultant:



Confirmed by: (Signature)

Shauna Bowman, PE

(Printed Name)

President

(Title)

September 3, 2015

(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

Stantec Consulting Services Inc. _____ intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

(Name of Subcontractor/Consultant)

to perform the following type of work:

Assist with structural and geotechnical issues related to precast elements and structures, segmental construction issues.

The minimum value of the Subcontract is \$310,454.

The Subcontractor/Consultant is _____ is not a certified DBE firm.

If certified, indicate certifying entity: Nevada Unified Certification Program
and Clark County Dept. of Aviation Include a name and telephone
number for certifying entity Dolores Leyva, DBE Liason Officer (702) 261-5123

For the Consultant:

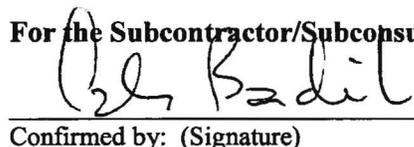

(Signature)

Dean J. Palumbo
(Printed Name)

Senior Vice President
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:


Confirmed by: (Signature)

Carlos Banchik
(Printed Name)

President
(Title)

September 3, 2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

Stantec Consulting Services Inc. _____ intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

_____ Lenax Construction Services, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

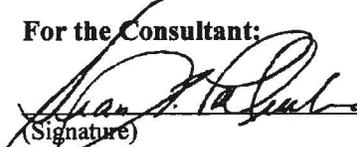
Cost estimating

The minimum value of the Subcontract is \$2,152,657.

The Subcontractor/Consultant is _____ is not a certified DBE firm.

If certified, indicate certifying entity: Hawaii DOT. Include a name and telephone
number for certifying entity Julie Rawlins (808) 587-2024.

For the Consultant:



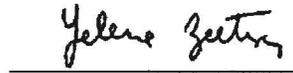
(Signature)

Dean J. Palumbo
(Printed Name)

Senior Vice President
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:



Confirmed by: (Signature)

Yelena Zeetser
(Printed Name)

President
(Title)

September 3, 2015
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

Stantec Consulting Services Inc. _____ intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

_____ LKG-CMC, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Document control _____

The minimum value of the Subcontract is \$870,854 _____.

The Subcontractor/Consultant is _____ is not a certified DBE firm.

If certified, indicate certifying entity: Hawaii DOT _____. Include a name and telephone
number for certifying entity Melanie Martin (808) 587-6333 _____.

For the Consultant:


(Signature)

Dean J. Palumbo _____
(Printed Name)

Senior Vice President _____
(Title)

September 3, 2015 _____
(Date)

For the Subcontractor/Subconsultant:


Confirmed by: (Signature)

Kathy A. McClure _____
(Printed Name)

President _____
(Title)

September 3, 2015 _____
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

Stantec Consulting Services Inc. _____ intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Safework, Inc. (DBA Safework CM)
(Name of Subcontractor/Consultant)

to perform the following type of work:

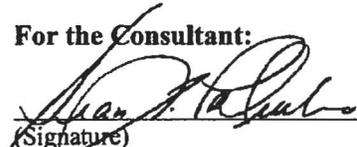
Construction inspection, construction safety oversight and construction management support
services as needed.

The minimum value of the Subcontract is \$1,901,531.

The Subcontractor/Consultant is _____ is not a certified DBE firm.

If certified, indicate certifying entity: State of Hawaii DOT. Include a name and telephone
number for certifying entity (808) 587-2024.

For the Consultant:



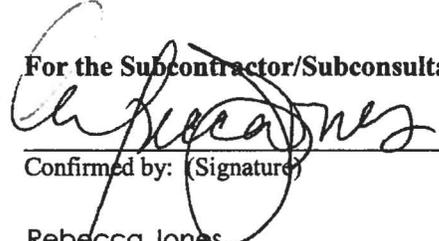
(Signature)

Dean J. Palumbo
(Printed Name)

Senior Vice President
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:



Confirmed by: (Signature)

Rebecca Jones
(Printed Name)

President and CEO
(Title)

September 3, 2015
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

Stantec Consulting Services Inc. _____ intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

SSFM International, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction management/Inspection/Engineering

The minimum value of the Subcontract is \$22,185,484 _____.

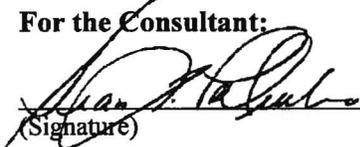
The Subcontractor/Consultant _____ is is not a certified DBE firm.

If certified, indicate certifying entity: _____ . Include a name and telephone

number for certifying entity _____.

*While SSFM International, Inc. is not a DBE, they will have 2nd tier subconsultants that are DBE certified.

For the Consultant:



(Signature)

Dean J. Palumbo

(Printed Name)

Senior Vice President

(Title)

September 3, 2015

(Date)

For the Subcontractor/Subconsultant:



Confirmed by: (Signature)

Michael P. Matsumoto

(Printed Name)

President/CEO

(Title)

September 3, 2015

(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

ACE Land Surveying LLC
(Name of Subcontractor/Consultant)

to perform the following type of work:

Surveying and Mapping

The minimum value of the Subcontract is \$879,692.

The Subcontractor/Consultant is _____ is not a certified DBE firm. If
certified, indicate certifying entity: Hawaii Dept of Transportation - . Include a name and telephone
number for certifying entity _____ Ms. Melanie Martin /
(808) 587-2024

For the Consultant:


(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:


Confirmed by: (Signature)

Kevin Kea
(Printed Name)

President
(Title)

9/3/2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Construction Management Services LLC
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration, Construction Observations, Construction Inspections

The minimum value of the Subcontract is TBD.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

David Fujikawa
Confirmed by: (Signature)

David Fujikawa
(Printed Name)

Manager
(Title)

September 3, 2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "IP" Professional Services Contract to _____

Dana Ann Yee, Landscape Architect LLC
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration, Construction Observations, Construction Inspections

The minimum value of the Subcontract is \$144,887.

The Subcontractor/Consultant X is _____ is not a certified DBE firm.

If certified, indicate certifying entity: Hawaii Dept of Transportation. Include a name and telephone
number for certifying entity Ms. Melanie M. Martin/ (808) 587-2024.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

Dana Anne Yee
Confirmed by: (Signature)

Dana Anne Yee
(Printed Name)

President/Owner
(Title)

September 3, 2015
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. _____ intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

D.L. Adams Associates, Ltd.
(Name of Subcontractor/Subconsultant)

to perform the following type of work:

Construction Observations and Inspections for Noise and Vibrations.

The minimum value of the Subcontract is \$142,806.

The Subcontractor/Consultant is is not a certified DBE firm.

If certified, indicate certifying entity: _____ . Include a name and telephone
number for certifying entity

For the Consultant:


(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

9/3/2015
(Date)

For the Subcontractor/Subconsultant:


Confirmed by: (Signature)

Dana Dorsch
(Printed Name)

Associate Principal
(Title)

September 3, 2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Elevations, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Constructability reviews and construction services for elevators and escalators

The minimum value of the Subcontract is \$534,141.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

Neil M. Kuniyoshi
Confirmed by: (Signature)

Neil M. Kuniyoshi
(Printed Name)

President
(Title)

September 3, 2015
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Elevator Consulting Services, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Constructability reviews and construction services for elevators and escalators

The minimum value of the Subcontract is \$215,244.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

Gregory J. Ernst
Confirmed by: (Signature)

Gregory J. Ernst
(Printed Name)

Vice President
(Title)

September 3, 2015
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Engineers Surveyors Hawaii, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration

Construction Observations

Construction Inspections

The minimum value of the Subcontract is \$75,751.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

Kendall Hee
Confirmed by: (Signature)

Kendall Hee
(Printed Name)

President & Treasurer
(Title)

9/3/15
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

FIC LLC

(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration, Construction Observations, Construction Inspections

The minimum value of the Subcontract is \$526,425.

The Subcontractor/Consultant is is not a certified DBE firm.

If certified, indicate certifying entity: Hawaii Dept of Transportation. Include a name and telephone
number for certifying entity Ms. Melanie M. Martin / (808) 587-2024.

For the Consultant:



(Signature)

Michael P. Matsumoto

(Printed Name)

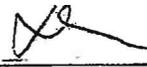
President/CEO

(Title)

September 3, 2015

(Date)

For the Subcontractor/Subconsultant:



Confirmed by: (Signature)

Kevin Unemori

(Printed Name)

Member Manager

(Title)

September 3, 2015

(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

The Limtiaco Consulting Group, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration, Construction Observations, Construction Inspections.

The minimum value of the Subcontract is \$1,263,439.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

John H. Katahira
Confirmed by: (Signature)

John H. Katahira
(Printed Name)

Principal
(Title)

September 3, 2015
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Lyon Associates, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration, Construction Observations, Construction Inspections

The minimum value of the Subcontract is \$818,335.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

Jiro Sumada
Confirmed by: (Signature)

Jiro Sumada
(Printed Name)

Executive Vice President
(Title)

September 3, 2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Manthos Engineering, LLC
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration, Construction Observations, Construction Inspections

The minimum value of the Subcontract is \$1,121,468.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:

Pericles Manthos
Confirmed by: (Signature)

Pericles Manthos
(Printed Name)

Member Manager
(Title)

September 3, 2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International Inc. intends to subcontract Work for the
Construction Engineering and Inspection "IP" Professional Services Contract to _____

Myounghee Noh & Associates, LLC
(Name of Subcontractor/Consultant)

to perform the following type of work:

Environmental Compliance Monitoring

The minimum value of the Subcontract is \$807,582.

The Subcontractor/Consultant X is _____ is not a certified DBE firm.

If certified, indicate certifying entity: Hawaii Dept. of Transportation. Include a name and telephone
number for certifying entity Ms. Melanie M. Martin/ (808) 587-2024.

For the Consultant:

Michael P. Matsumoto
(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

9/3/2015
(Date)

For the Subcontractor/Subconsultant:

Myounghee Noh
Confirmed by: (Signature)

Myounghee Noh
(Printed Name)

President
(Title)

9/3/2015
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

OSHCON, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Occupational Safety and Health Consulting and Monitoring

The minimum value of the Subcontract is TBD.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____ Include a name and telephone
number for certifying entity _____.

For the Consultant:

Michael P. Matsumoto

(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

9/3/15
(Date)

For the Subcontractor/Subconsultant:

Walter Chun

Confirmed by: (Signature)

Walter Chun
(Printed Name)

President
(Title)

9/3/15
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International, Inc. intends to subcontract Work for the
Construction Engineering and Inspection "IP" Professional Services Contract to _____

PSC Consultants, LLC
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration, Observation and Inspections for Geotechnical Work

Materials Sampling and Testing

Construction Monitoring, Special Inspection and Construction Management

The minimum value of the Subcontract is \$1,210,983.

The Subcontractor/Consultant is is not a certified DBE firm.

If certified, indicate certifying entity: Hawaii Dept. of Transportation. Include a name and telephone
number for certifying entity Ms. Melanie M. Martin/ (808) 587-2024.

For the Consultant:

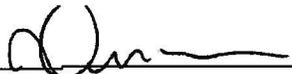

(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:


Confirmed by: (Signature)

Derrick S. Chan, P.E.
(Printed Name)

President
(Title)

Sept. 3, 2015
(Date)

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM International Inc. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Richard Matsunaga & Associates Architects, Inc.
(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration

Construction Observations

Construction Inspections

The minimum value of the Subcontract is \$1,225,180.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____. Include a name and telephone
number for certifying entity _____.

For the Consultant:


(Signature)

Michael P. Matsumoto
(Printed Name)

President/CEO
(Title)

September 3, 2015
(Date)

For the Subcontractor/Subconsultant:


Confirmed by: (Signature)

Glenn Murata
(Printed Name)

President
(Title)

9/3/15
(Date)

Honolulu Rail Transit Project

EXHIBIT 4
LETTER OF SUBCONTRACT INTENT

SSFM INTERNATIONAL INC. intends to subcontract Work for the
Construction Engineering and Inspection "II" Professional Services Contract to _____

Sato & Associates, Inc.

(Name of Subcontractor/Consultant)

to perform the following type of work:

Construction Administration

Construction Observations

Construction Inspections

The minimum value of the Subcontract is \$493,420.

The Subcontractor/Consultant _____ is X is not a certified DBE firm.

If certified, indicate certifying entity: _____ . Include a name and telephone
number for certifying entity _____.

For the Consultant:



(Signature)

Michael P. Matsumoto

(Printed Name)

President/CEO

(Title)

9/3/15

(Date)

For the Subcontractor/Subconsultant:



Confirmed By: (Signature)

Kelvin S. Sato

(Printed Name)

Vice President

(Title)

9/3/15

(Date)

Honolulu Rail Transit Project
Exhibit 5

Attachment 1.7(a)
CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS
FINANCED IN PART BY THE U.S. GOVERNMENT**

I, Dean J. Palumbo, Senior Vice President, hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that Stantec Consulting Services Inc. :
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in the Honolulu Authority for Rapid Transportation Project.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Stantec Consulting Services Inc.
Name of Contractor

6320 Canoga Avenue Suite 200
Street Address of Contractor

Woodland Hills, CA 91367-7745
City, State, Zip

(949) 923-6020
Telephone Number of Contractor


Signature of Certifying Officer

(Note: The above certification merely certifies that an Offeror and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Shauna Bowman, P.E.

Typed or Printed Name

Bowman Engineering & Consulting, Inc.

Company Name

July 8, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)


Signed _____

Yelena Zeetser
Typed or Printed Name

Lenax Construction Services, Inc.
Company Name

July 7, 2015
Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)


Signed

Kathy A. McClure
Typed or Printed Name

LKG-CMC, Inc.
Company Name

July 10, 2015
Date

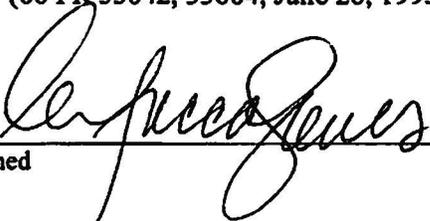
Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Rebecca Jones

Typed or Printed Name

Safework, Inc.

Company Name

July 7, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Michael P. Matsumoto

Typed or Printed Name

SSFM International, Inc.

Company Name

26 March 2015

Date

Honolulu Rail Transit Project
Exhibit 6

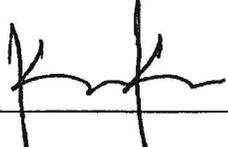
Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)

Signed



KEVIN KEA

Typed or Printed Name

Company Name

Ace Land Surveying LLC

Date

3/26/15

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

David Fujikawa

Typed or Printed Name

Construction Management Services LLC

Company Name

August 27, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed _____

Dana Anne Yee

Typed or Printed Name _____

Dana Anne Yee, Landscape Architect, LLC

Company Name _____

March 26, 2015

Date _____

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed _____

Dana Dorsch

Typed or Printed Name

D.L. Adams Associates, Ltd.

Company Name

April 29, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

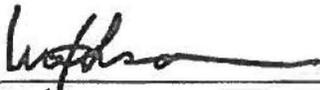
Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Neil M. Kunihisa

Typed or Printed Name

Elevations, Inc.

Company Name

3-27-15

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)


Signed

Gordon J. Ernst, President
Typed or Printed Name

Elevator Consulting Services, Inc.
Company Name

4/15/15
Date

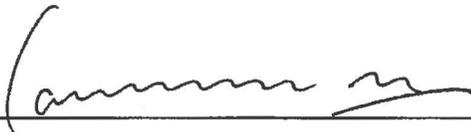
Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Kendall Hee

Typed or Printed Name

Engineers Surveyors Hawaii, Inc.

Company Name

March 27, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

KEVIN UMEMORI

Typed or Printed Name

FIC LLC

Company Name

3/27/15

Date

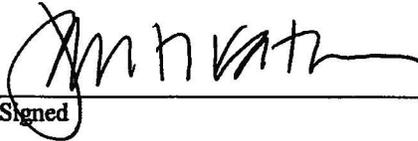
**Honolulu Rail Transit Project
Exhibit 6**

**Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

John H. Katahira

Typed or Printed Name

The Limtiaco Consulting Group, Inc.

Company Name

March 27, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)

Signed



Jiro A. Sumada

Typed or Printed Name

LYON Associates, Inc.

Company Name

March 27, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Pericles Manthos

Typed or Printed Name

Manthos Engineering, LLC.

Company Name

March 27, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042. 33064. June 26. 1995)



Signed

Myounghee Noh, President

Typed or Printed Name

Myounghee Noh & Associates, L.L.C.

Company Name

30 March 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)

Walter Chun

Signed

Walter Chun

Typed or Printed Name

OSHCON, INC.

Company Name

April 13, 2015

Date

Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed _____

DENNIS S. CHAN, PRESIDENT
Typed or Printed Name

PSC CONSULTANTS, LLC
Company Name

03/26/15
Date

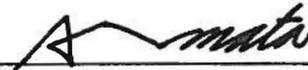
Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)


Signed _____

Glenn Murata

Typed or Printed Name

Richard Matsunaga &
Associates Architects, Inc.
Company Name

March 26, 2015
Date

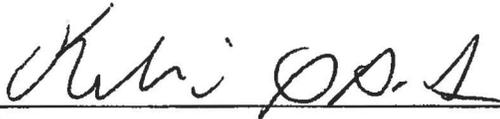
Honolulu Rail Transit Project
Exhibit 6

Attachment 1.7(b)
CERTIFICATE REGARDING INELIGIBLE SUBCONTRACTORS

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

- 1) The prospective lower tier participant (Subcontractor/Subconsultant) certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Honolulu Authority for Rapid Transportation Project by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

(60 FR 33042, 33064, June 26, 1995)



Signed

Kelvin S. Sato

Typed or Printed Name

Sato & Associates, Inc.

Company Name

03/26/15

Date

**EXHIBIT 7
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Stantec Consulting

The CONSULTANT, Services Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Stantec Consulting Services Inc.

Signature: 

Print Name: Dean J. Palumbo

Title: Senior Vice President

Date: August 28, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, BEC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Bowman Engineering & Consulting, Inc. (BEC)
Signature: 
Print Name: Shauna Bowman, P.E.
Title: President
Date: July 8, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

**EXHIBIT 7
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, ^{Innova}~~Technologies~~ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Innova Technologies, Inc.
Signature: Carlos Banchik
Print Name: Carlos Banchik
Title: President
Date: August 31, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.**
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].**
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

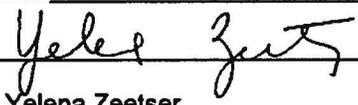
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Lenax Construction

The CONSULTANT, Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Lenax Construction Services, Inc.

Signature: 

Print Name: Yelena Zeetser

Title: President

Date: July 7, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

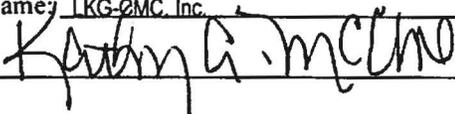
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, LKG-CMC, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: LKG-CMC, Inc.
Signature: 
Print Name: Kathy A. McClure
Title: President
Date: July 10, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Honolulu Rail Transit Project

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.**
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].**
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, Safework, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Safework, Inc.
Signature: 
Print Name: Rebecca Jones
Title: President & CEO
Date: July 7, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

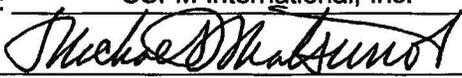
(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SSFM International,
The CONSULTANT, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: SSFM International, Inc.
Signature: 
Print Name: Michael P. Matsumoto
Title: President/CEO
Date: August 27, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

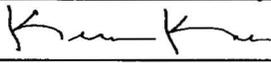
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, Ace Land Surveying LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Ace Land Surveying LLC
Signature: 
Print Name: Kevin Kea
Title: President
Date: 07/22/2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Honolulu Rail Transit Project

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

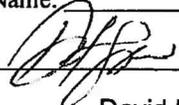
(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, Construction Management Services LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Construction Management Services LLC
Signature: 
Print Name: David Fujikawa
Title: Manager
Date: August 27, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Honolulu Rail Transit Project

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

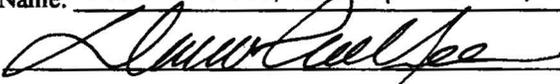
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Dana Anne Yee, Landscape

The CONSULTANT, Architect LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Dana Anne Yee, Landscape Architect, LLC

Signature: 

Print Name: Dana Anne Yee, FASLA

Title: Owner/President

Date: July 22, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, DLAA, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: D.L. Adams Associates, Ltd.

Signature: 

Print Name: Dana Dorsch

Title: Associate Principal

Date: August 27, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Honolulu Rail Transit Project

**EXHIBIT 7
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, ~~Neil M. Kunihi~~ Elevations, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Elevations, Inc.
Signature: 
Print Name: Neil M. Kunihi
Title: President
Date: July 22, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

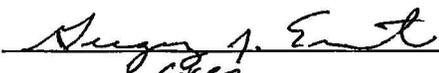
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, Elevator Consulting Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Elevator Consulting Services, Inc.

Signature: 

Print Name: Gordon J. Ernst

Title: Vice President

Date: August 27, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Honolulu Rail Transit Project

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, ENG. SURV. HI, INC., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: ENGINEERS SURVEYORS HAWAII, INC.

Signature: 

Print Name: KENDALL HEE

Title: PRES. & TREAS.

Date: 7-22-15

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, FIC LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: FIC LLC
Signature: JR
Print Name: KEVIN O'NEWARI
Title: MEMBER MGR
Date: 7/22/15

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Honolulu Rail Transit Project

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, The Limtiaco Consulting Group, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: The Limtiaco Consulting Group
Signature: [Handwritten Signature]
Print Name: John H. Katahira
Title: Principal
Date: 7/22/15

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

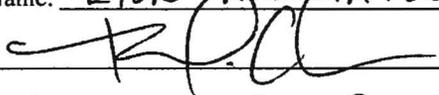
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, LYON ASSOCIATES, INC. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: LYON ASSOCIATES, INC.
Signature: 
Print Name: DONALD G. GONZALES
Title: PRESIDENT
Date: 07/22/15

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Honolulu Rail Transit Project

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, Manthos Engineering, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Manthos Engineering, LLC.
Signature: 
Print Name: Pericles Manthos
Title: Member Manager
Date: August 27, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, Myounghee Noh, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Myounghee Noh & Associates, LLC.
Signature: [Handwritten Signature]
Print Name: Myounghee Noh
Title: President
Date: August 27, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: OSHCON, Inc.
Signature: Walter Chun
Print Name: Walter Chun
Title: President
Date: 8/28/2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

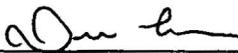
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, PSC CONSULTANTS, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: PSC CONSULTANTS, LLC

Signature: 

Print Name: DEREK CHUN, P.E.

Title: PRESIDENT

Date: 7/22/15

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

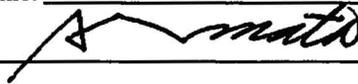
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Richard Matsunaga & Associates
Architects, Inc.

The CONSULTANT, Richard Matsunaga & Associates Architects, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Richard Matsunaga &
Company Name: Associates Architects, Inc.
Signature: 
Print Name: Glenn Murata
Title: President
Date: July 22, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 7
CERTIFICATION REGARDING LOBBYING

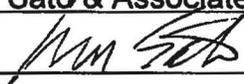
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The CONSULTANT, Sato & Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: Sato & Associates, Inc.
Signature: 
Print Name: Richard M. Sato
Title: President
Date: July 23, 2015

NOTE: THE CONSULTANT IS REQUIRED PURSUANT TO FEDERAL LAW TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT 8

HONOLULU RAIL TRANSIT PROJECT

**CONSTRUCTION ENGINEERING AND INSPECTION (CE&) “II”
PROFESSIONAL SERVICES CONTRACT**

FEDERAL REQUIREMENTS

Table Of Contents

1.0 General..... 1

1.1 NO GOVERNMENT OBLIGATION TO THIRD PARTIES..... 1

1.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 1

1.3 ACCESS TO RECORDS AND REPORTS 1

1.4 FEDERAL CHANGES 2

1.5 CIVIL RIGHTS REQUIREMENTS..... 2

1.6 DISADVANTAGED BUSINESS ENTERPRISES (DBE)..... 3

1.7 VETERANS EMPLOYMENT..... 4

1.8 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT) 4

1.9 LOBBYING..... 5

1.10 CLEAN AIR REQUIREMENTS 5

1.11 CLEAN WATER REQUIREMENTS 5

1.12 FLY AMERICA REQUIREMENTS..... 5

1.13 ENERGY CONSERVATION REQUIREMENTS 6

1.14 RECYCLED PRODUCTS 6

1.15 ADA ACCESS 6

1.16 SEISMIC SAFETY 6

1.17 TEXT MESSAGING WHILE DRIVING 6

1.18 SENSITIVE SECURITY INFORMATION 7

1.19 INCORPORATION OF FTA TERMS 7

Attachment 1.6 a) - DBE PARTICIPATION REPORT

Attachment 1.6 b) - FINAL REPORT DBE PARTICIPATION

INSTRUCTIONS FOR COMPLETION OF THE FINAL REPORT OF DBE PARTICIPATION

FEDERAL REQUIREMENTS

1.0 GENERAL

The CONTRACTOR understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date signed may be modified from time to time. The CONTRACTOR agrees that the most recent of such Federal requirements will govern the administration of the Agreement at any particular point in time, except if HART issues a written determination otherwise. To achieve compliance with changing Federal requirements, the CONTRACTOR agrees to include notice in each subcontract that Federal requirements may change and that the changed requirements will apply to the subcontract as required.

1.1 No Government Obligation to Third Parties

(a) HART and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to HART, the CONTRACTOR, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

(b) The CONTRACTOR agrees to include the above clause in each subcontract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.2 Program Fraud and False or Fraudulent Statements and Related Acts

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) The CONTRACTOR shall include the above two clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.3 Access to Records and Reports

(a) The CONTRACTOR shall provide HART, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and

records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall, pursuant to 49 C.F.R. § 633.17, provide the FTA Administrator or his authorized representatives, including any Project Management Oversight Contractor, access to the CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

(b) The CONTRACTOR shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The CONTRACTOR shall maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the CONTRACTOR shall maintain the same until HART, the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

1.4 Federal Changes

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The CONTRACTOR's failure to so comply shall constitute a material breach of this Agreement.

1.5 Civil Rights Requirements

The CONTRACTOR shall comply with the following requirements and include the following requirements in each subcontract, modified only if necessary to identify the affected parties:

(a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Agreement:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR shall refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR shall comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR shall comply with any implementing requirements FTA may issue.

(4) Access for Individuals with Disabilities. The CONTRACTOR shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

1.6 Disadvantaged Business Enterprises (DBE)

(a) DBE Assurances. The CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted Agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy, as HART deems appropriate.

The above paragraph shall be included in each subcontract the CONTRACTOR signs with a subcontractor.

(b) Prompt Payment. The CONTRACTOR shall pay all subcontractors (DBEs and non-DBEs) for satisfactory performance of their subcontracts no later than ten (10) days from receipt of payment by HART. Full and prompt payment by the CONTRACTOR to all subcontractors shall include retainage, if applicable.

(c) DBE Goal. HART has established an overall DBE goal of 13.00% for the duration of this agreement and a separate contract goal has not been established for this procurement. DBE firms and small businesses shall have an equal opportunity to participate in the agreement. The CONTRACTOR shall adhere to the following requirements:

(1) Take affirmative steps to use as many of the race-neutral means of achieving DBE participation identified at 49 C.F.R. § 26.51(b) as practicable to afford opportunities to DBEs to participate in the Agreement. A race-neutral measure is one that is, or can be, used to assist all small businesses.

(2) A DBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work; and

(3) A DBE firm must be certified by the Hawai`i State Department of Transportation before its participation is reportable under paragraph (d) below;

(d) Reports to HART. The CONTRACTOR shall report its DBE participation obtained through race-neutral means throughout the period of performance. The CONTRACTOR shall submit the "DBE PARTICIPATION REPORT" reflecting payments made by the CONTRACTOR to DBE subcontractors. Payments to the CONTRACTOR will not be processed if the DBE PARTICIPATION REPORT is not properly completed and attached. The DBE PARTICIPATION REPORT shall be prepared in the format set forth in ATTACHMENT 1.6 a) to this Exhibit.

(e) Records. On request, the CONTRACTOR shall make available for inspection, and assure that its subcontractors make available for inspection:

- (1) Records of prompt payments made in accordance with Section 1.6(b), above;
- (2) The names and addresses of DBE subcontractors, vendors, and suppliers under this Agreement;
- (3) The dollar amount and nature of work of each DBE subcontractor;
- (4) The social/economic disadvantaged category of the DBE firms, i.e. Black American, Hispanic American, Native American, Subcontinent Asian American, Asian Pacific American, Non-Minority Women, or Other; and
- (5) Other related materials and information.

(f) The CONTRACTOR shall promptly notify HART, whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work. The CONTRACTOR shall also promptly notify HART of a DBE subcontractor's inability or unwillingness to perform and provide reasonable documentation.

1.7 Veterans Employment

As provided by 49 U.S.C. §5324(k), to the extent practicable, the CONTRACTOR agrees and assures that its subcontractors: (1) will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. Chapter 53; and (2) will not give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

1.8 Government-Wide Debarment and Suspension (Non-procurement)

(a) This Agreement is a covered transaction for purposes of 2 C.F.R. § 180.220(b) and 2 C.F.R. § 1200.220. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 2 C.F.R. § 180.995, or affiliates, as defined at 2 C.F.R. § 180.905, are excluded or disqualified as defined at 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935.

(b) The CONTRACTOR is required to comply with 2 C.F.R. § 180, Subpart C, as supplemented by 2 C.F.R. § 1200, Subpart C, and must include the requirement to comply with 2 C.F.R. § 180, Subpart C, as supplemented by 2 C.F.R. § 1200, Subpart C, in any lower tier covered transaction equal to or exceeding

\$25,000 it enters into. By signing the Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by HART. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to HART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. § 180, Subpart C, as supplemented by 2 C.F.R. § 1200, Subpart C, throughout the Agreement period. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions equal to or exceeding \$25,000.

1.9 Lobbying

The "CERTIFICATION REGARDING LOBBYING," as executed by the CONTRACTOR in Exhibit 7 of the Special Provisions is incorporated herein by reference. The CONTRACTOR and its subcontractors at every tier shall comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, which requires that no Federal appropriated funds shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Agreement, grant, or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to HART.

1.10 Clean Air Requirements

(a) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR shall report each violation to HART and understands and agrees that HART will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(b) The CONTRACTOR shall include the above clause in each subcontract exceeding \$100,000.

1.11 Clean Water Requirements

(a) The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The CONTRACTOR shall report each violation to HART and understands and agrees that HART will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

(b) The CONTRACTOR shall include the above clause in each subcontract exceeding \$100,000.

1.12 Fly America Requirements

(a) The CONTRACTOR shall comply with 49 U.S.C. § 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 C.F.R. Parts 301-10, which provide that HART and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

(b) The CONTRACTOR shall include the requirements of this section in all subcontracts that may involve international air transportation.

1.13 Energy Conservation Requirements

(a) The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(b) The CONTRACTOR shall include the above clause in each subcontract at every tier. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.14 Recycled Products

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

1.15 ADA Access

The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, the CONTRACTOR agrees to comply with all applicable implementing Federal regulations and directives and any subsequent amendments thereto.

1.16 Seismic Safety

The CONTRACTOR shall ensure that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the U.S. Department of Transportation's Seismic Safety Regulations (49 C.F.R. Part 41) and shall certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

1.17 Text Messaging While Driving

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and U.S. DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the CONTRACTOR is encouraged to comply with the terms of the following:

(a) Definitions.

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other

electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) Safety. The CONTRACTOR is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:

(i) CONTRACTOR-owned or CONTRACTOR-rented vehicles or Government-owned, leased or rented vehicles;

(ii) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(iii) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the CONTRACTOR's size, such as:

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with text messaging while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision and include this clause in each subagreement, lease, and subcontract at each tier financed with Federal assistance provided by the Federal Government.

1.18 Sensitive Security Information

The CONTRACTOR, as a third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

1.19 Incorporation of FTA Terms

(a) The Special Provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any HART requests which would cause HART to be in violation of the FTA terms and conditions.

(b) The CONTRACTOR shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ATTACHMENT 1.6 a) – DBE PARTICIPATION REPORT

DBE PARTICIPATION REPORT				
This report shall be submitted with each invoice as a condition of payment under this Contract.				
Project Name:				
Contract No:		Consultant Name:		
Federal ID No.: (OWP WE #, FTA Grant #, FHWA Project #)		Contract Amount (including amendments):		\$
Period Covered By This Report:	Current (Invoice # _____)		Total to Date	
	To			
Total Invoice Amount	(A) \$		(B) \$	
Payment Requested:	DBE? (Yes/No) DBE Code (if "Yes")	Prior Amount*	Current Amount*	Total Amount to Date*
Prime Consultant		\$	\$	\$
Subcontractors (attach additional sheets as needed):				
Name: Type of Work:		\$	\$	\$
Name: Type of Work:		\$	\$	\$
Name: Type of Work:		\$	\$	\$
Name: Type of Work:		\$	\$	\$
TOTALS		\$	\$	(C) \$
DBE Participation to Date (C/B)		%		

****Insert dollar amounts for DBEs only***

ATTACHMENT 1.6 a) – DBE PARTICIPATION REPORT

Acknowledgment of Prompt Payments by Contractors to Subcontractors:

As a duly authorized representative of the company I fully understand and testify that our company has complied with the following prompt payment by Contractors to subcontractors, terms and conditions.

- 1) Any money paid to Contractor for work performed by a subcontractor shall be disbursed to the subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.

- 2) Upon final payment to Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided there are no bona fide disputes over the subcontractor's performance under the subcontract.

Printed Name and Title

Signature

Date

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

This report must be submitted by the Consultant with the final invoice or request for payment under this contract.

Project Title: _____

Consultant Name: _____

Project No.: _____ Contract No.: _____

Period Covered by this Report: _____

Contract Amount (including amendments): \$ _____

Final Payment Amount: \$ _____ Invoice No.: _____

Total Payment to DBE: \$ _____

All Subcontractors (DBE and non-DBE) & DBE Suppliers or Manufacturers	Type of Service or Materials Provided	Subcontract Amount
Name Address Telephone No.		

Add additional sheets as necessary.

Signature

Print Name & Title

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

Acknowledgment of Prompt Payments by Contractors to Subcontractors:

As a duly authorized representative of the company I fully understand and testify that our company has complied with the following prompt payment by Contractors to subcontractors, terms and conditions.

1) Any money paid to Contractor for work performed by a subcontractor shall be disbursed to the subcontractor within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes on which the Contracting Officer has withheld payment.

2) Upon final payment to Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided there are no bona fide disputes over the subcontractor's performance under the subcontract.

Printed Name and Title

Signature

Date

ATTACHMENT 1.6 b) - FINAL REPORT OF DBE PARTICIPATION

Instructions for completing the final report of DBE participation:

All subcontractors, suppliers and manufacturers should be listed on the FINAL REPORT OF DBE PARTICIPATION in the same order as listed in the proposal.

Project Title:	Self Explanatory
Project No.:	Self Explanatory
Period Covered by this Report:	Same period as invoice period
Consultant Name:	Self-Explanatory
Consultant No:	Self-Explanatory
Contract Amount (including amendments):	Less Mobilization, Force Account Items and Allowance Items Amendments should be listed separately with an explanation of how it was allocated to DBEs and non-DBEs
Invoice No.:	Self-Explanatory
Final Payment Amount:	Self-Explanatory
Total Payment to DBE	Total \$ amount paid to DBE
Acknowledgement of Prompt Payment	Self-Explanatory