

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES dated SEP 27 2013 (this "Agreement"), is entered into by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, hereinafter referred to as "HART," and URS CORPORATION, a Nevada corporation, whose principal place of business and mailing address is 841 Bishop Street, Suite 500, Honolulu, Hawaii 96813, hereinafter referred to as the "CONSULTANT." HART and the CONSULTANT collectively are the "Parties," and individually a "Party," all as governed by the context in which such words are used.

WITNESSETH THAT:

WHEREAS, HART desires to engage the CONSULTANT for architectural and engineering services for the design and design support of three (3) transit stations of the Honolulu Rail Transit Project ("HRTTP") comprising the Farrington Highway Station Group: West Loch Station, Waipahu Transit Center Station, and Leeward Community College Station, hereinafter called the "PROJECT";

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

WHEREAS, the CONSULTANT was selected pursuant to Section 103D-304 of the Hawai'i Revised Statutes, as amended, and related Hawai'i Administrative Rules ("HAR"), relating to the procurement of professional services; and

WHEREAS, the CONSULTANT shall provide the required technical and professional services as set forth in this Agreement;

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

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

2. The CONSULTANT shall complete and perform the Work in accordance with:

- a. Part 1 - This Agreement;
- b. Part 2 - The Special Provisions and any exhibits and attachments thereto;
and
- c. Part 3 - The General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu, dated 08/2000 (“General Terms and Conditions”);

all of which are collectively referred to as the “Contract Documents,” “Agreement,” or “Contract,” are attached hereto and incorporated herein, and are listed in order of controlling preference should there be any conflict in the terms of the Contract Documents, and any modifications, changes or amendments in connection therewith being specifically referred to and incorporated herein by reference and made a part hereof as though fully set forth herein.

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

There will be several separate and distinct written Notices to Proceed (“NTPs”) issued under the Agreement. Work shall not begin until HART has issued the respective NTP. Any Work undertaken by the CONSULTANT prior to issuance of a NTP will be the sole responsibility of and will be undertaken at the sole risk of the CONSULTANT without any obligation on the part of HART.

NTP #1 will be to commence final design (“FD”) and preparation of construction contract documents, cost estimating and other services in support of construction activities.

NTP #2 will be for design support during the Bidding Phase of the stations, as defined and directed by HART. This NTP will be compensated on a time and materials basis.

NTP #3 will be for design support during the Construction Phase of the stations, as defined and directed by HART. This NTP will be compensated on a time and materials basis.

This is a combination firm-fixed price and time and materials contract, and HART agrees to pay the CONSULTANT, for the satisfactory performance and completion of the Work, the payments in accordance with the Special Provisions and as set forth in the Agreement. Payments for time and materials Work will be in accordance with the agreed hourly rates of pay set forth in Exhibit 2D of the Special Provisions. The amount of all payments shall not exceed TWO MILLION SEVEN HUNDRED THOUSAND TWO HUNDRED FIVE AND 14/100 DOLLARS (\$2,700,205.14) (“Total Contract Amount”). The payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including State general excise and use tax (“GET”), and county one-half percent (0.5%) GET surcharge. Any increases in tax shall not pass through to HART.

4. There shall be an allowance for extra work of ONE MILLION NINETY-NINE THOUSAND SEVEN HUNDRED NINETY-FOUR AND 86/100 DOLLARS (\$1,099,794.86). In the event extra work is required and approved by HART, payment for the extra work will be

negotiated on a fixed-price basis and shall take effect upon a execution of a written contract amendment. Extra work required and approve by HART shall be authorized as set forth in Section 5 of the General Terms and Conditions, as amended by the Special Provision Section VII(E). Any funds remaining at the end of the Agreement will revert back to HART.

5. In accordance with the paragraphs above, the total aggregate amount of this Agreement shall not exceed THREE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,800,000.00) (the "Total Aggregate Amount").

6. By signing below, the CONSULTANT hereby certifies that, to the best of its knowledge and belief, cost or pricing data, as defined in section 3-122-122, HAR, and submitted pursuant to section 3-122-125, HAR, either actually or by specific identification in writing to the Officer-in-Charge in support of this Agreement, is accurate, complete, and current as of the date of this Agreement. This certification includes the cost or pricing data supporting any advance agreement(s) between the CONSULTANT and HART which are part of the proposal.

7. When notice is to be given to HART, it shall be mailed or delivered to:

Daniel A. Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawai'i 96813

8. When notice is to be given to the CONSULTANT, it shall be mailed or delivered to:

Sunnie House or Sue Sherman
Vice Presidents
URS Corporation
841 Bishop Street, Suite 500
Honolulu, Hawaii 96813

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

HART-12 (11/11)

Certificate

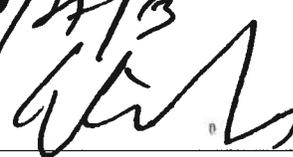
The attached contract for Farrington Highway Station Group Design Support

(\$3,800,000.00)

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

CONTRACT NO. SC - HRT- 1400012
FUND Transit Fund (690 & 695)

HONOLULU, HAWAII

Date: 7/27/13


ACCOUNT NO.
690/7790 - 14 = \$ 2,000,000.00 (4124)
695/7790 - 14 = \$ 1,800,000.00 (4124)
TOTAL = \$ 3,800,000.00

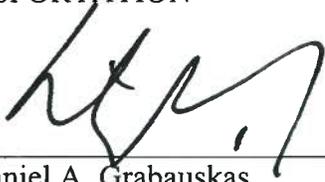
Executive Director and CEO

Honolulu Authority for Rapid Transportation

1/10
9/27/13

IN WITNESS WHEREOF, HART and the CONSULTANT have executed this Agreement by their duly authorized officers or agents on the day and year first above written.

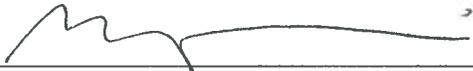
HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION



By: Daniel A. Grabauskas
Executive Director and CEO

SEP 27 2013

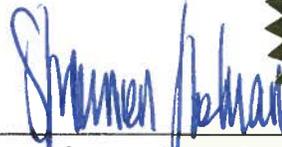
APPROVED AS TO FORM AND
LEGALITY



Deputy Corporation Counsel
GARY Y. TAKEUCHI

Attach Notary Page

URS CORPORATION



By: Shannon Holman

Its: Vice President

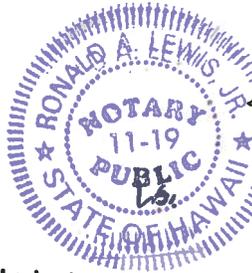
Address:

Davies Pacific Center
841 Bishop Street, Suite 500
Honolulu, HI 96813



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

On this 24th day of SEPTEMBER, 2013, before me personally appeared Shannon Holman, to me known to me or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that she is the Vice President of the Corporation, having been duly authorized to execute the foregoing instrument in such capacity.



Ronald A. Lewis, Jr.
Notary Public, State of Hawaii
Printed Name: RONALD A. LEWIS, JR.
My Commission Expires: 11/30/15

Undated at time of notarization	
Document Date: <u>9/24/13</u>	# Pages <u>110</u>
Name: <u>RONALD A. LEWIS, JR.</u>	1st Circuit
Document Description: <u>AGREEMENT FOR PROFESSIONAL SERVICES</u>	
<u>Ronald A. Lewis, Jr.</u> Signature	<u>9/24/13</u> Date
NOTARY CERTIFICATION	
(Stamp / Seal Here)	

