

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES dated JUN 14 2012 (this "Agreement"), is entered into by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, hereinafter referred to as "HART", and URS CORPORATION, a Nevada corporation, whose principal place of business and mailing address is 615 Pi'ikoi Street, Suite 900, Honolulu, Hawai'i 96814-3141, 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 of three (3) transit stations of the Honolulu Rail Transit Project ("H RTP") comprising the West O'ahu Station Group: East Kapolei Station, University of Hawai'i West O'ahu Station, and Ho'opili Station, hereinafter referred to as 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;
- 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); and
- d. Part 4 – The CONSULTANT’s Proposal (“Proposal”) dated February 15, 2011;

all of which are collectively referred to as the “Contract Documents”, 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. Provided, those portions of Part 4 that exceed the requirements of the other Contract Documents become the new minimum Contract requirements.

3. The CONSULTANT shall complete the Work required under the Contract Documents.

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.

The first NTP will be NTP #1a. The CONSULTANT shall submit a draft Baseline Design Schedule and a Schedule of Milestones (“SM”) within thirty-seven (37) working days after receipt of NTP #1a. The Baseline Design Schedule and the SM shall be completed as described in the Contract Documents. HART’s approved Baseline Design Schedule and SM shall be added to the Agreement by contract amendment and become part of the Agreement by amending Exhibit 2B-1 to the Special Provisions.

NTP #1b will be limited to Work activities related to the revision of preliminary engineering (“PE”) drawings and preliminary design drawings, as defined by HART, to incorporate approved value engineering recommendations and other HART preferences, and to bring schematic designs in compliance with all applicable codes, regulations and design standards.

NTP #2 will be to commence interim design (“ID”) drawings, detailed working drawings and other PE phase activities, as defined by HART.

NTP #3 will be to commence final design (“FD”) and preparation of construction contract documents, cost estimating and other services in support of construction activities.

NTP #4 will be for design support during the Bidding Phase, as defined and directed by HART.

NTP #5 will be for design support during the Construction Phase of the stations, as defined and directed by HART.

4. This is a firm-fixed price contract and subject to the provisions of this paragraph and in accordance with Section VI, Compensation and Invoicing, of the Special Provisions and Section 8 of the General Terms and Conditions, as amended by the Special Provisions, HART agrees to pay the CONSULTANT, for the satisfactory performance and completion of the Work, the payments in accordance with the Approved Schedule of Milestones, Exhibit 2B-1, all as set forth in the Special Provisions. The maximum lump sum payments shall not exceed SIX MILLION SEVENTY-FOUR THOUSAND ONE HUNDRED TWELVE AND 02/100 DOLLARS (\$6,074,112.02) (the "Total Contract Amount"). The lump sum payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including State general excise and use tax ("GET"), and county one-half percent (0.5%) GET surcharge.

Only in the event extra work is required and approved by HART, a maximum allowance of ONE MILLION SEVEN HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN AND 98/100 DOLLARS (\$1,714,887.98) has been encumbered. Payment for extra work will be negotiated on a fixed-price basis and shall only be in effect upon a mutually-agreed and executed contract amendment. Extra work requested by HART shall be authorized as set forth in Section 5 of the General Terms and Conditions, as amended by the Special Provisions. Any funds remaining at the end of the Agreement will revert back to HART.

In accordance with the paragraphs above, the total aggregate amount of this Agreement shall not exceed SEVEN MILLION SEVEN HUNDRED EIGHTY-NINE THOUSAND AND 00/100 DOLLARS (\$7,789,000.00) (the "Total Aggregate Amount"), subject to the terms of the Agreement.

5. By signing below, the CONSULTANT hereby represents that, to the best of its knowledge and belief, cost or pricing data, as defined in HAR § 3-122-122 and submitted pursuant to HAR § 3-122-125, either actually or by specific identification in writing to the Officer-in-Charge in support of this Agreement, is accurate, complete, and current as of the date of this Agreement.

6. 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

HART-12 (11/11)

Certificate

The attached contract for architectural and engineering services for the design of three (3) transit stations of the Honolulu Rail Transit Project comprising the West O'ahu Station Group: East Kapolei Station, University of Hawai'i West O'ahu Station, and Ho'opili Station

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

CONTRACT NO. SC-HRT-1200116
FUND Transit Fund (690 & 695)
ACCOUNT NO. 690/7790-12 = \$2,500,000.00 (4064)
690/7790-12 = \$5,289,000.00 (4064)
MA Total = \$7,789,000.00

HONOLULU, HAWAII

Date:

6/14/12
[Signature]

Executive Director and CEO

Honolulu Authority for Rapid Transportation

Ph
06/13/2012

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

Mr. Richard Speer
Vice President, Honolulu Operations
URS Corporation
615 Pi'ikoi Street, Suite 900
Honolulu, Hawai'i 96814-3141

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

IN WITNESS WHEREOF, HART and the 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

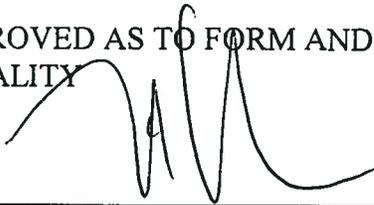


By: Daniel A. Grabauskas
Executive Director and CEO

JUN 14 2012



APPROVED AS TO FORM AND
LEGALITY



Deputy Corporation Counsel

URS CORPORATION



By: Afsaneh Sunnie House
Its: Vice President

Address:

URS Corporation
615 Pi'ikoi Street, Suite 900
Honolulu, Hawai'i 96814-3141



Attach Notary Page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On May 31, 2012 before me, MARGO LACERTE, NOTARY PUBLIC

personally appeared AFSANEH SUNNIE HOUSE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Margo LaCerte / NOTARY PUBLIC

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

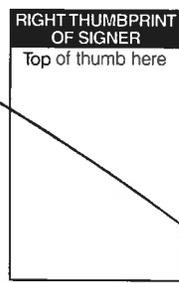
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____