

AGREEMENT

THIS AGREEMENT for professional services is made and entered into this 7th day of January, 2014 (this "Agreement" or "Contract"), by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("HART"), a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, hereinafter referred to as "HART," and URS Corporation, a Nevada Corporation, whose principal place of business and mailing address is Davies Pacific Center, 841 Bishop Street, Suite 500, Honolulu, Hawai'i 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 East Section Construction Engineering and Inspection ("CE&I") Consultant services to provide pre-construction services during the Final Design Phase and Construction Phase of the Airport Station Group, Dillingham and Kaka'ako Station Group, Airport and City Center Guideway and Utilities, and Elevators and Escalators contracts for the East Section of the Honolulu Rail Transit Project ("HRTP");

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 Hawaii Revised Statutes ("HRS"), as amended, and related Hawaii Administrative Rules ("HAR"), as amended, relating to procurement of professional services, under RFQ-HRT-651606 ("RFQ");

WHEREAS, federal funding is involved in this project and, as such, the CONSULTANT is required to comply with the applicable laws, rules and regulations of the Federal Transit Administration ("FTA"); and

WHEREAS, the CONSULTANT is qualified, able, and willing to render the required services on the terms, conditions, and compensation hereinafter fully set forth;

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

2. Contract Documents. The CONSULTANT shall complete and perform the Work in accordance with this Agreement and its appendices, as follows:

- a. This Agreement;
- b. Appendix A: Special Provisions and any exhibits and attachments thereto, including Exhibit 1, Scope of Services; Exhibit 2, Compensation and Invoicing; and Exhibit 8, Federal Requirements;
- c. Appendix B: The General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu, dated 8/2000 (“General Terms and Conditions”);
- d. Appendix C: RFQ No. RFQ-HRT-651606 and all addenda thereto; and
- e. Appendix D: The CONSULTANT’s Statement of Qualifications dated August 23, 2013.

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

3. Term of Agreement. The term of this Agreement will be for five (5) years from the date of execution of this Agreement by all Parties, unless terminated or extended pursuant to the provisions of the Contract Documents.

A. This is a multi-term agreement subject to the availability of funds in accordance with section 3-122-149, HAR. Work shall not begin until HART has issued a Notice to Proceed (“NTP”). Any Work undertaken by the CONSULTANT prior to issuance of a written 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 or the Federal Government.

4. Compensation.

A. This is a cost plus fixed fee contract. HART agrees to pay the CONSULTANT for the satisfactory performance and completion of the Work, the payments in accordance with the agreed hourly rates of pay shown in the pay schedule set forth in Appendix A, Exhibit 2, of this Agreement (“Compensation and Invoicing”). The aggregate amount of such payments for the Work shall not exceed FIFTY-FIVE MILLION NINE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS (\$55,921,567.00). The payments for services and the Work performed under this Agreement are all inclusive of direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fees, and all applicable taxes, including the State General Excise and Use Tax (“GET”) and the county one-half percent (0.5%) GET Surcharge. Any increases in tax shall not pass through to HART.

B. HART agrees to establish a not to exceed Allowance for Reimbursable Expenses of Other Direct Costs in the amount of SEVEN MILLION ONE HUNDRED SIXTY-ONE

THOUSAND EIGHT HUNDRED FIFTY AND 00/100 DOLLARS (\$7,161,850.00). This Allowance for Reimbursable Expenses shall be in accordance with OMB Circular A-87, General Principles for Determining Allowable Costs for allowable project-related expenses incurred in the performance of the Work. HART is not precluded from setting stricter standards for reimbursable expenses. HART's written approval shall be required prior to the CONSULTANT incurring any expense. Reimbursement to the CONSULTANT shall be made upon submission and HART approval of an Expense Reimbursement Invoice, which shall include copies of pertinent vendor bills and/or invoices. Any allowable reimbursement will be for actual costs incurred with no markup. Any funds remaining at the end of this Agreement shall revert back to HART.

D. In accordance with the paragraphs above, the total aggregate amount of SIXTY-THREE MILLION EIGHTY-THREE THOUSAND FOUR HUNDRED SEVENTEEN AND 00/100 DOLLARS (\$63,083,417.00) (the "Total Aggregate Amount") is established as the maximum payable under this Agreement and is subject to the Special Provisions and the General Terms and Conditions, including the provisions thereof relating to reducing or increasing the compensation of the CONSULTANT.

5. Cost and Pricing Data. 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.

6. Unless notified otherwise by the Officer-in-Charge in writing, when notice is to be given to HART, it shall be mailed or delivered to:

Daniel A. Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transit
1099 Alakea Street Suite 1700
Honolulu, Hawaii 96813

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

Brian Norris, PE, MBA
Vice President
URS Corporation
Davies Pacific Center
841 Bishop Street, Suite 500
Honolulu, Hawaii 96813

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

HART-12 (11/11)

Certificate

The attached contract for East Section Construction Engineering and Inspection.

(\$63,083,417.00) *

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- 1400051
FUND Transit Fund (690)

HONOLULU, HAWAII

Date: 1/2/14

ACCOUNT NO. _____
690/7790 - 14 = \$ 15,257,000.00 (4124)
TOTAL = \$ 15,257,000.00


Executive Director and CEO

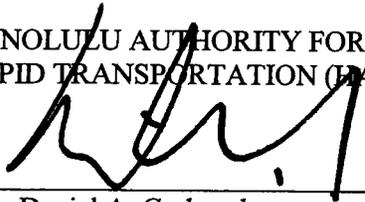
Honolulu Authority for Rapid Transportation

*\$47,826,417.00 Subject to the availability of future funds.

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.

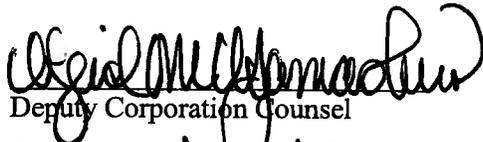
HONOLULU AUTHORITY FOR
RAPID TRANSPORTATION (HART)



By: Daniel A. Grabauskas
Executive Director and CEO

JAN 07 2014

APPROVED AS TO FORM AND
LEGALITY

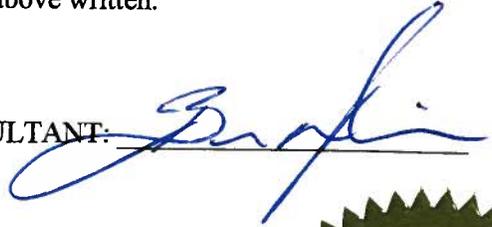


Deputy Corporation Counsel

Reid M. Yamashiro

[Attach Notary Page]

CONSULTANT:



By: Brian Norris, PE, MBA
Its: Vice President

ADDRESS:
URS Corporation
Davies Pacific Center
841 Bishop Street, Suite 500
Honolulu, Hawai'i 96813



Handwritten signature of Marquel Bressler
1-4-14

