

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES dated December 22, 2011 (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 AECOM TECHNICAL SERVICES, INC., California Corporation, whose principal place of business and mailing address is 1001 Bishop Street, Suite 1600, 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 architectural and engineering services necessary for the design and preparation of final construction plans, detailed specifications and other contract documents for the Airport Segment Guideway and Utilities Contract for the Honolulu Rail Transit Project ("H RTP"), 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 is willing and able to provide the technical and professional services required if compensation is provided for;

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 (“Special Provisions”);
- c. Part 3 - The General Terms and Conditions for Contracts for Professional Services for the City and County of Honolulu, dated 8/2000 (“General Terms and Conditions”); and
- d. Part 4 - The CONSULTANT’s Proposal (“Proposal”) dated, March 14, 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 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.

The first NTP will be NTP #1a. The CONSULTANT shall submit a draft Baseline Design Schedule and a Schedule of Milestones (“SM”) within twenty-two (22) working days after receipt of NTP #1a. The SM shall be completed as described in the Contract Documents. HART’s approved 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 drawings, detailed working drawings and other PE phase activities, as defined by HART.

NTP #3 will be to commence final design 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, 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 aggregate amount of these lump sum payments shall not exceed THIRTY-SEVEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED FORTY-SIX AND 00/100 DOLLARS (\$37,252,946.00) (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.

The allowance for extra work of ONE MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND FOURTEEN AND 00/100 DOLLARS (\$1,588,014.00) is not to be exceeded without a contract amendment. Payment for extra work will be negotiated on a fixed-price basis and a contract amendment will be processed to reflect the change. 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 THIRTY-EIGHT MILLION EIGHT HUNDRED FORTY THOUSAND NINE HUNDRED SIXTY AND 00/100 DOLLARS (\$38,840,960.00) (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 related to reducing or increasing the compensation of the CONSULTANT.

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. Unless otherwise agreed to in writing, when notice is to be given to HART, it shall be mailed or delivered to:

Kenneth T. Hamayasu
Interim Executive Director
Honolulu Authority for Rapid Transportation
1099 Alakea Street, Suite 1700
Honolulu, Hawai'i 96813

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

Rudolph Mina, PE
Pacific District Manager, West Region, North America
Airport Segment Guideway and Utilities Contract

HART-12 (11/11)

Certificate

The attached contract for architectural and engineering services necessary for the design and preparation of final construction plans, detailed specifications, and other contract documents for the Airport Segment Guideway and Utilities Contract

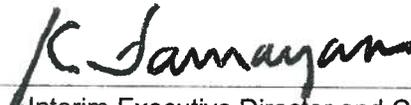
(\$38,840,960.00)

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.	<u>SC-HRT-1200038</u>
FUND	<u>Transit Fund (690 & 695)</u>
ACCOUNT NO.	<u>\$24,214,160 = 690/7790-12 (4064)</u>
	<u>\$14,626,800 = 695/7790-12 (4064)</u>
	<u>\$38,840,960 = TOTAL</u>

HONOLULU, HAWAII

Date:



Interim Executive Director and CEO
Honolulu Authority for Rapid Transportation

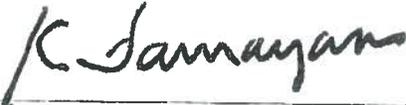
AECOM Technical Services, Inc.
1001 Bishop Street, Suite 1600
Honolulu, Hawai'i 96813

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 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

AECOM TECHNICAL SERVICES, INC.


By: Kenneth T. Hamayasu
Interim Executive Director


By: Rudolph Mina
Its: District Manager

Address:
1001 Bishop Street, Suite 1600
Honolulu, HI 96813

APPROVED AS TO FORM AND
LEGALITY

REID M. YAMASHIRO
Deputy Corporation Counsel

Attach Notary Page

SECRETARY'S CERTIFICATE

AECOM TECHNICAL SERVICES, INC.

I, Robyn L. Miller, **DO HEREBY CERTIFY** that I am the elected and acting Corporate Secretary of AECOM Technical Services, Inc., a corporation organized under the laws of the State of California.

I FURTHER CERTIFY that Rudolph Mina has signatory authority for AECOM Technical Services, Inc. and is authorized to execute contracts and other documents including the Honolulu Authority for Rapid Transportation, a semi-autonomous agency of the City and County of Honolulu, for the Airport Segment Guideway and Utilities Contract for the Honolulu Rail Transit Project on behalf of the company.

IN WITNESS WHEREOF, I have subscribed my name this 13th day of December, 2011.



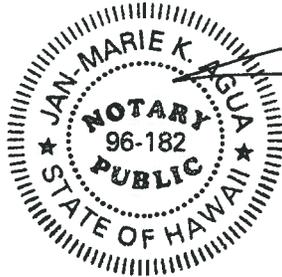
Name: Robyn L. Miller
Title: Corporate Secretary

(Corporate Seal)



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

On this 14th day of December, 2011, before me appeared, Rudolph Mina personally known to me, who, being by me duly sworn, did say that ~~he~~she is the District Manager of AECOM Technical Services, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Rudolph Mina acknowledged said instrument to be the free act and deed of said corporation.



Jan-Marie K. Agua
Notary Public, First Judicial Circuit
State of Hawaii

My Commission Expires: May 13, 2012

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

Document Identification or Description: Agreement for
Professional Services – Airport Segment Guideway and Utilities
Contract for the Honolulu Rail Transit Project ("H RTP")

Doc. Date: no date at time of notary No. of Pages: 262 Jurisdiction: First Circuit

Jan-Marie K. Agua December 14, 2011
Signature of Notary Date of Certificate

Jan-Marie K. Agua
Printed Name of Notary

