

**Honolulu Authority for Rapid Transportation**

**AGREEMENT FOR CONSTRUCTION SERVICES  
CONTRACT No. CT-HRT-1500503**

This Contract for construction services dated JUL 20 2015 [to be completed by HART] (the "Contract") is entered into 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 Ali'i Place, 17<sup>th</sup> Floor, 1099 Alakea Street, Honolulu, Hawaii 96813 and Nan. Inc, (the "Contractor"), a corporation, whose principal place of business and mailing address is 636 Laumaka Street, Honolulu, Hawaii 96819.

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WITNESSETH:

WHEREAS, HART issued RFB-HRT-838103 on April 13, 2015 for West Oahu Station Group Construction for the Honolulu Rail Transit Project ("HRTTP"); and

WHEREAS, the Contractor was selected pursuant to Hawaii Revised Statutes ("HRS") Section 103D-302, as amended, and related Hawaii Administrative Rules ("HAR"), relating to competitive sealed bids;

NOW, THEREFORE, HART and the Contractor, in consideration of the foregoing and of the mutual promises hereinafter set forth, and intending to be legally bound, hereby mutually agree as follows:

1. The Contractor shall provide all services, including labor, materials, and equipment, to complete the Work required and as set forth in the Contract Documents.
  - Agreement Form/Coverleaf Agreement; Contract Amendments; Change Orders, with the latest issued taking precedence over any preceding conflicting term;
  - Addenda with the most recent Addenda governing over previously issued addenda and solicitation documents; (attachments, drawings, and specification in DVD only)
  - Special Provisions
  - HART's General Conditions of Construction Contracts (v 12/2014) ("GCCC" or "GC")
  - Technical Specifications (in DVD only);
  - Drawings and Plans (in DVD only);
  - Engineering Data and Reports (in DVD only); and
  - The Contractor's bid proposal and required submissions.

2. Work under the Contract shall not proceed until HART has issued a written Notice to Proceed ("NTP"). Any work undertaken by the Contractor prior to

HART-12 (11/11)

# Certificate

The attached contract for West Oahu Stations Group Construction Contract

(\$56,088,470.00)

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. CT - HRT - 1500503  
FUND Transit Fund (690 & 695)

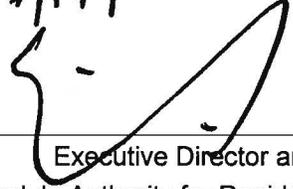
HONOLULU, HAWAII

Date: 7/17/15

ACCOUNT NO.  
690/7790 - 16 = \$ 10,000,000.00 (4124)  
695/7790 - 16 = \$ 46,088,470.00 (4124)

TOTAL = \$ 56,088,470.00

*Handwritten signature and date: 7/17/15*



Executive Director and CEO  
Honolulu Authority for Rapid Transportation

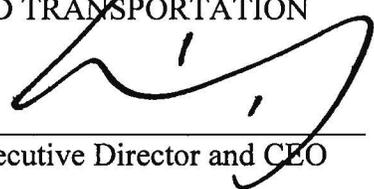
issuance of the NTP will be the sole responsibility of and will be undertaken at the sole risk of the Contractor, without any obligation on the part of HART.

3. This is a firm fixed-price contract, and HART agrees to pay the Contractor for the satisfactory completion of the Work in accordance with the terms of the Contract in the amount not to exceed FIFTY-SIX MILLION EIGHTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY and 00/100 DOLLARS (\$56,088,470.00). The lump sum payments for Work performed under the Contract are all inclusive of, but not limited to, labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, State general excise and use tax (GET) and county one-half percent (0.5%) GET surcharge. The Contractor shall not pass through any future increases in tax to HART.

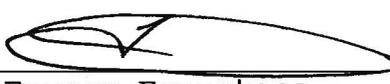
4. Unless otherwise agreed in writing when formal notice is to be given to or service served on the parties, it shall be to the respective addresses stated above.

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

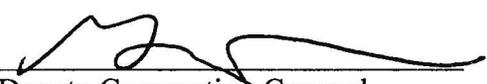
HONOLULU AUTHORITY FOR  
RAPID TRANSPORTATION

By:   
Its Executive Director and CEO

Nan, Inc.

By:   
Fooney Freestone  
President  
Its \_\_\_\_\_

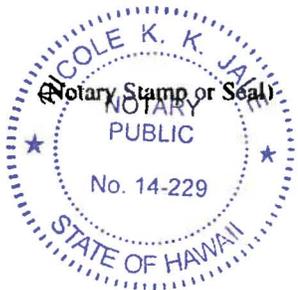
APPROVED AS TO FORM AND  
LEGALITY:

  
Deputy Corporation Counsel  
**GARY Y. TAKEUCHI**

State of Hawaii )  
 ) SS.  
City & County of Honolulu )

On this 7th day of July, 2015, before me personally  
appeared Fooney Freestone, to me known, to be the  
person described in and, who, being by me duly sworn, did say that he/she is the  
President of Nan, Inc.

the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to  
sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she  
executed said instrument as the free act and deed of the CONTRACTOR.



Nicole K.K. Jale  
(Notary Signature)

Nicole K.K. Jale  
(Notary Print Name)

Notary Public, State of Hawaii

My commission expires: 7/20/18

Doc. Date: undated #Pages: 3

Notary Name: Nicole K.K. Jale First Circuit

Doc. Description: Agreement for Construction  
Services Contract No. CT-HRT-1500503

Nicole K.K. Jale 7/7/15  
Notary Signature Date

NOTARY CERTIFICATION

