

**Honolulu Authority for Rapid Transportation**

**AGREEMENT FOR CONSTRUCTION SERVICES  
CONTRACT No. CT-HRT-1600152**

This Contract for construction services dated JAN 27 2016 [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 Hawaii corporation, whose principal place of business and mailing address is 636 Laumaka Street, Honolulu, Hawaii 96819. HART and the Contractor collectively, are the "Parties," and individually a "Party," all as governed by the context in which such words are used.

**WITNESSETH:**

WHEREAS, HART issued RFB-HRT-838104 dated August 18, 2015 for Kamehameha Highway Stations 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 (the "Work"). The following documents comprise the Contract Documents, which are listed in the order of precedence, and are also referred to as the "Contract" or "Agreement":

- 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, including specifications and drawings;
- Special Provisions;
- HART's General Conditions of Construction Contracts (12/2014) ("GCCC," "GC," or "General Conditions");
- 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. The Contractor shall complete the Work required under the Contract Documents as provided for in the Contract Documents.

3. 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 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.

4. 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 ONE HUNDRED FIFTEEN MILLION EIGHT HUNDRED FIVE THOUSAND EIGHT HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$115,805,845.00). 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.

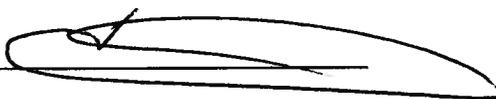
5. Unless otherwise agreed in writing when formal notice is to be given to or service served on the Parties, it shall be to the respective addresses stated above.

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:   
Its President, Fooney Freestone

APPROVED AS TO FORM AND  
LEGALITY:

  
Deputy Corporation Counsel  
Reid H. Yamashiro

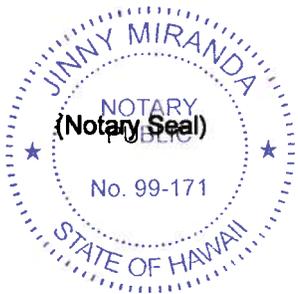
**CONTRACTOR ACKNOWLEDGMENT**

[FOR USE WITH CONTRACT, PERFORMANCE AND PAYMENT BONDS]

STATE OF Hawaii )  
 ) : SS.  
COUNTY OF Honolulu )

On this 26 day of January, 2016 before me appeared  
Fooney Freestone and \_\_\_\_\_ to me  
known to be the person(s) described in and who, on the date set forth above did in fact sign his/her name  
before me, and being by me duly sworn, did say that he/she/they is/are President  
and \_\_\_\_\_ of Nan Inc.

\_\_\_\_\_ the Contractor named in the foregoing instrument, and that he/she/they  
is/are authorized to sign said 2 page instrument entitled Contract No. CT-HRT-1600152  
and dated \_\_\_\_\_ on behalf of the Contractor, and acknowledges that he/she/they  
executed said instrument as the free act and deed of the Contractor.



[Signature]  
\_\_\_\_\_  
Notary Public  
State of Hawaii  
My commission expires: 04/14/2019

(Separate acknowledgment for contract,  
performance bond and payment bond.)

Doc. Date: undated # Pages 2  
Jinny Miranda First Circuit  
Doc. Description Contract No. CT-HRT-1600152  
[Signature] Date 1/26/16  
Notary Signature NOTARY CERTIFICATION No. 99-171  
STATE OF HAWAII

HART-12 (11/11)

## Certificate

The attached contract for Kamehameha Highway Stations Group Construction Contract

(\$115,805,845.00)

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 - 1600152  
FUND Transit Fund (690 & 695)

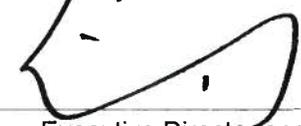
HONOLULU, HAWAII

Date: 1/27/16

ACCOUNT NO.  
690/7790 - 16 = \$ 28,951,460.00 (4102)  
695/7790 - 16 = \$ 86,854,385.00 (4102)

TOTAL = \$115,805,845.00

*AS*  
1/27/16



Executive Director and CEO  
Honolulu Authority for Rapid Transportation