

Honolulu Authority for Rapid Transportation

**CONTRACT FOR
ON-CALL CONSTRUCTION CONTRACTOR CONTRACT "III"
CONSTRUCTION SERVICES
CONTRACT NO. CT-HRT-1600260**

This Contract for construction services ("Contract" or "Agreement") is entered into and effective MAY 09 2016 ("Effective Date") by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("HART"), a semi-autonomous agency of the City and County of Honolulu, ("the City") whose principal place of business and mailing address is Ali'i Place, 17th Floor, 1099 Alakea Street, Honolulu, Hawaii 96813 and Royal Contracting Co., Ltd. (the "Contractor"), whose principal place of business and mailing address is 677 Ahua Street, Honolulu, Hawaii 96819, collectively referred to herein as the "Parties," and individually as a "Party," all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, HART desires to engage the Contractor to provide on-call construction work for the Honolulu Rail Transit Project ("HRTTP");

WHEREAS, the Contractor was selected pursuant to Hawaii Revised Statutes ("HRS") Section 103D-303, as amended, and related Hawaii Administrative Rules ("HAR"), relating to competitive sealed proposals under RFP-HRT-948304 dated February 23, 2016;

WHEREAS, federal funding is involved in this project and, as such, the Contractor is required to comply with all applicable federal laws, rules and regulations, including but not limited to those of the United States Department of Transportation, Federal Administration;

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

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. Work. The Contractor shall provide all services in proper and satisfactory manner, including labor, materials, and equipment, reasonably necessary for the successful performance and completion of the scope of work as set forth in the Contract Documents and the Task Orders issued under this Contract.

2. Notice to Proceed. 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.

3. Contract Documents. This Agreement, along with the documents listed below and incorporated by reference herein, comprise the "Contract Documents," "Contract," or

“Agreement.” The Contract Documents are listed in descending order of precedence, with the latest taking precedence over older versions:

- This Agreement Form and any amendments thereto;
- Task Orders;
- Special Provisions and any appendices thereto;
- HART’s General Terms and Conditions for Construction Contract (12/2014) (“GC” or “General Conditions”);
- The Request for Proposals and any addenda thereto; and
- The Contractor’s proposal and required submissions.

To the extent that the Contractor’s Proposal contains provisions that exceed the requirements set forth in other Contract Documents, these provisions shall be construed as the new minimum requirements. Any modifications, changes or amendments to the Contract Documents shall be incorporated and made part of this Contract.

4. Term. The term of this Contract shall be for seven (7) years, from issuance from NTP.

5. Contract Cost. This is a task order, time and materials contract, unless designated otherwise in a task order, and shall not exceed TWENTY MILLION AND NO/100 (\$20,000,000.00). The Contractor shall be compensated for its satisfactory performance and completion of the Work in accordance with the pricing provided in Exhibit 12 of the Contractor’s proposal and as specified in each Task Order. All compensation paid to the Contractor under this Contract is inclusive of, but not limited to, labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and all applicable taxes, including but not limited to the State general excise and use tax (“GET”) and the City and County of Honolulu’s one-half percent (0.5%) GET surcharge. The Contractor shall not be entitled to any additional compensation under this Contract due to future increases in tax.

6. Cost and Pricing Data. The Contractor hereby certifies 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, is accurate, complete, and current as of the Effective Date. This certification includes any cost or pricing data included in the Contractor’s proposal.

7. Notices. Any notice required or permitted hereunder to be given shall be written and shall either be delivered personally or mailed by certified mail to the address and person designated by each Party below. Any change of address of either of the Parties shall be effective upon receipt of written notice of such change by the other Party.

Notices to HART shall be sent to HART’s Executive Director and CEO as follows:

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

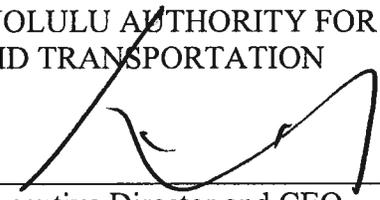
Notices to the Contractor shall be sent to:

Leonard K.P. Leong
Vice President
Royal Contracting Co., Ltd.
677 Ahua Street
Honolulu, Hawaii 96819

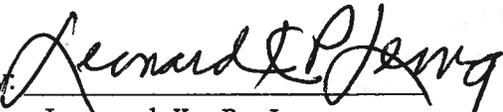
8. This Contract cannot be modified except by a written instrument signed by both parties.

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

Royal Contracting Co., Ltd.

By: 
Its Leonard K. P. Leong
Vice President

APPROVED AS TO FORM AND
LEGALITY:


Deputy Corporation Counsel
IVAN M. TORIGOE

CONTRACTOR ACKNOWLEDGMENT

(Corporation)

STATE OF HAWAII]
] SS.
CITY AND COUNTY OF HONOLULU]

On this 25th day of April, 2016 before me appeared
Leonard K. P. Leong personally known to me, who, being by me duly sworn, did say that he/she
is the Vice President of ROYAL CONTRACTING CO., LTD. a Hawaii corporation;
that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument
was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said officer
severally acknowledged said instrument to be the free act and deed of said corporation.

LS
(Notary Seal)

Cynthia C. Endo
Notary Public, State of Hawaii

My commission expires: November 15, 2017

NOTARY CERTIFICATE (Hawaii Administrative Rules 5-11-B)	
Doc Date: <u>not dated</u>	# Pages: <u>4</u>
Notary Name: <u>Cynthia C. Endo</u>	<u>First</u> Circuit
Doc. Description: <u>On Call III Contract</u>	<i>LS</i>
<u>Cynthia C. Endo</u>	<u>25-Apr-16</u>
Notary Signature	Date
Notary Certification	

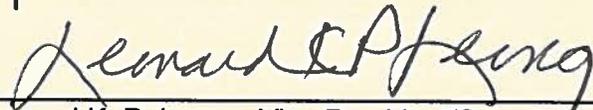
RESOLUTION

I, Leonard K. P. Leong, Vice President/Secretary of **ROYAL CONTRACTING CO., LTD.** a **HAWAII** Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation, 677 Ahua Street, Honolulu, Hawaii on the 30th day of October, 1981, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force;



"RESOLVED that the individual at the time holding the position of President, Vice President, Secretary, or Treasurer be and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for services to be performed by the Corporation to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu or any County or Municipal Government of said State or any department or subdivision of any of them to execute mortgage and Promissory note.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said **ROYAL CONTRACTING CO., LTD.** Corporation, this 25th day of April 2016



Leonard K. P. Leong, Vice President/Secretary

PRESIDENT/CHAIRMAN OF THE BOARD
David C. Hulihee
677 Ahua Street
Honolulu, Hawaii
Phone: 839-9006

VICE PRESIDENT/SECRETARY
Leonard K. P. Leong
2747 Kalawao Street
Honolulu, Hawaii 96822
Phone: 988-5336

TREASURER
Joyce F. Furukawa
1760 South Beretania Street #8C
Honolulu, Hawaii 96826
Phone: 941-2242

HART-12 (11/11)

Certificate

The attached contract for On-Call Construction Contractor Contract "III"

(\$20,000,000.00)

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 - 1600260
FUND Transit Fund (690 & 695)

HONOLULU, HAWAII

Date: 5/9/16

ACCOUNT NO.
690/7790 - 16 = \$ 1,000,000.00 (4064)
695/7790 - 16 = \$ 19,000,000.00 (4064)

TOTAL = \$ 20,000,000.00

Handwritten initials and date:
5/16/16



Executive Director and CEO
Honolulu Authority for Rapid Transportation