

Honolulu Authority for Rapid Transportation

**CONTRACT FOR
ON CALL APPRAISERS
PROFESSIONAL SERVICES CONTRACT
CONTRACT No. SC-HRT-1600116**

This Contract for Professional Services ("Contract" or "Agreement") is entered into and effective JUN 23 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 ACM Consultants, Inc. (the "CONTRACTOR"), whose principal place of business and mailing address is, 2073 Wells Street, Suite 100 Wailuku, Hawaii 96793-2228 collectively referred to herein as the "Parties," all as governed by the context in which such words are used."

WITNESSETH:

WHEREAS, desires to engage the CONTRACTOR to perform appraisals or appraisal waiver valuations for parcels (full and partial takes), temporary construction easements and other required easements or interests to be acquired, involving obtaining permission from property owners for appraisal site visits, preparing Appraisal Summary Reports, and reviewing Appraisal Summary Reports for compliance with applicable Federal, State and City laws, and related expert witness services for the Honolulu Rail Transit Project ("HRTTP");

WHEREAS, the services entered into hereunder are technical and professional in nature and HART personnel are not able to provide these services;

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-956116;

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; and

WHEREAS, the CONTRACTOR 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 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, in a professional, proper and satisfactory manner as determine by HART, furnish all services, labor, materials, and equipment, reasonably

necessary for the successful performance and completion of the scope of work ("Work") as set for in the Contract Documents.

2. Contract Documents. The CONTRACTOR shall provide all services, including labor, materials, and equipment, to complete the Work required in accordance with the Contract Documents and the Task Orders issued under this Contract. 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":

- This Contract Form and any amendments thereto;
- Task Orders;
- Special Provisions and any exhibits, attachments, appendices or required submittals thereto;
- HART's General Conditions for Professional Services, (v.08/2015) ("GC");
- The Request for Proposals and any addenda thereto; and
- The Contractor's proposal and required submissions.

The Contract Documents above are listed in order of controlling preference starting with the Contract Form and then descending in preference, except that those portions of the CONTRACTOR's proposal that exceed the requirements set forth in the other Contract Documents become the new minimum Contract requirements. Any modifications, changes or amendments to the Contract Documents shall be incorporated and made part of this Contract.

3. Notice to Proceed. The CONTRACTOR shall not commence the Work on any Task Order until HART issues a written Notice to Proceed ("NTP"). Any Work undertaken by the CONTRACTOR prior to issuance of the NTP shall be the sole responsibility of and undertaken at the sole risk of the CONTRACTOR, without any obligation on HART's behalf.

4. Term. The term of this Contract shall be four (4) years from issuance of the written NTP.

5. Contract Cost. This Contract shall not exceed ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). The CONTRACTOR shall be compensated for its satisfactory performance and completion of the Work in accordance with the rates and as specified in each Task Order issued by HART. All compensation paid to the CONTRACTOR under this Contract is inclusive of all direct labor, overhead, general and administrative expenses, other direct costs, subcontractor costs, fixed fees, and applicable taxes including but not limited to, the State of Hawaii's general excise 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 should there be any increases in the applicable taxes.

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 which is part of the 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

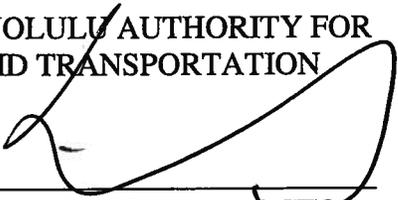
Notices to the CONTRACTOR shall be sent to:

ACM Consultants, Inc.
Attn: Mr. Ted Yamamura
2073 Wells Street, Suite 100
Wailuku, Hawaii 96793-2228

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

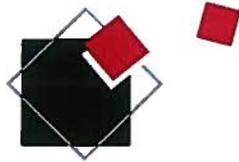
[CONTRACTOR NAME]
ACM Consultants, Inc.

By: 
Ted Yamamura
Its ~~Executive Vice President~~

APPROVED AS TO FORM AND
LEGALITY:


Deputy Corporation Counsel
IVAN M. TORIGOE





CORPORATE CERTIFICATION

I, **Len Inokuma, President** of **ACM Consultants, Inc.**, 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 on the 22nd day of April, 2016, at which a quorum was present and acting throughout, and said resolution has not been modified, amended or rescinded and continues in full force and effect:

RESOLVED, that **Ted Yamamura**, is hereby authorized to execute on behalf of said corporation any bid, proposal or contract for the providing of appraisals or consulting services by the Corporation for the State of Hawaii, or any County or Municipal Government of said State or any department or subdivision of any of them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said **ACM Consultants, Inc.**, this 22nd day of April, 2016.



Its President

President &
Treasurer: **Len Inokuma**

2073 Wells Street, Suite 100
Wailuku, Hawaii 96793

Vice President &
Secretary: **Len Inokuma**

2073 Wells Street, Suite 100
Wailuku, Hawaii 96793

NOTARY'S ACKNOWLEDGEMENT

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this 17 day of June, 2016, before me personally appeared Ted Yamamura, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the forgoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Terilyn W.A. Higa
Print Name: Terilyn W. A. Higa
Notary Public, State of Hawaii
My Commission Expires: 2-24-2018

NOTARY CERTIFICATION STATEMENT

Document Description: Contract for on Call Appraisers

Document Date: June 17, 2016 No. of Pages: 4

Notary Name: Terilyn W. A. Higa 2 Circuit

Terilyn W.A. Higa 6-17-2016
Notary Signature Date



HART-12 (11/11)

Certificate

The attached contract for On Call Appraisers

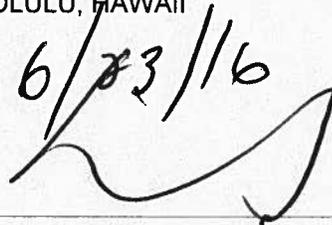
\$1,000,000.00

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. SC - HRT - 1600116
FUND Transit Fund (690)

HONOLULU, HAWAII

Date:

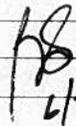
6/23/16


ACCOUNT NO.
690/7790 - 16 = \$ 1,000,000.00 (4052)

TOTAL = \$ 1,000,000.00

Executive Director and CEO

Honolulu Authority for Rapid Transportation


6/23/16