

Honolulu Authority for Rapid Transportation

**CONTRACT FOR
OUTSIDE COUNSEL FOR LAND COURT PETITION SERVICES
PROFESSIONAL SERVICES CONTRACT
CONTRACT No. SC-HRT-1700004**

This Contract for Professional Services ("Contract" or "Agreement") is entered into and effective OCT 17 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 IMANAKA ASATO, A LIMITED LIABILITY LAW COMPANY (the "CONTRACTOR"), whose principal place of business and mailing address is Topa Financial Center, Fort Street Tower, 745 Fort Street Mall, 17th Floor, Honolulu, Hawaii 96813, 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 legal services in support of HART's acquisition of real property in Land Court;

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-956115a dated May 13, 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;

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, in a professional, proper and satisfactory manner as determined by HART, furnish all services, labor, materials, and equipment reasonably necessary for the successful performance and completion of the scope of work as set forth in the Contract Documents ("Work").

2. 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.

3. Contract Documents. This Contract, 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 Contract Form and any amendments thereto;
- Task Orders;
- Special Provisions and any exhibits, attachments, appendices or required submittals thereto;
- HART's General Terms and Conditions for Professional Services, (v. 04/2016) ("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' Proposal contains provisions that exceed the requirements set forth in other Contract Documents, then those 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 three (3) years from issuance of the written NTP, with an option or options to extend for up to an additional two (2) one-year terms.

5. Contract Type and Contract Cost. This is a Task Order, time and materials contract, unless designated otherwise (e.g., fixed price) in a Task Order. This Contract with an allowance for reimbursable expenses, shall not exceed ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00). The CONTRACTOR shall be compensated for its satisfactory performance and completion of the Work in accordance with the Task Order, utilizing the rates specified in the Contractor's proposal. 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.

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 Acting Executive Director as follows:

Michael D. Formby
Acting Executive Director
Honolulu Authority for Rapid Transportation
1099 Alakea Street Suite 1700
Honolulu, Hawaii 96813

Notices to the CONTRACTOR shall be sent to:

Richard T. Asato, Jr.
Imanaka Asato, a Limited Liability Law Company
745 Fort Street Mall, 17th Floor
Honolulu, Hawaii 96813

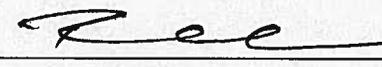
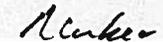
8. This Contract cannot be modified except by a written instrument signed by both parties.

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

IMANAKA ASATO, A LIMITED
LIABILITY LAW COMPANY

By: 
Its Acting Executive Director

By: 
Its 

APPROVED AS TO FORM AND
LEGALITY:


Deputy Corporation Counsel
IVAN M. TORIGOE

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU

SS:

On this 9th day of September, 2016, before me appeared RICHARD T. ASATO, JR., to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing 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.



(Official Stamp or Seal)

Print Name: Ava N. Morgan
Notary Public, in and for said State

My commission expires: 7/23/2020

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Honolulu Authority for Rapid Transportation – CONTRACT FOR OUTSIDE COUNSEL FOR LAND COURT PETITION SERVICES – PROFESSIONAL SERVICES CONTRACT – CONTRACT No. SC-HRT-1700004

Document Date: _____ or Undated at time of notarization.

No. of Pages: 4 Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

09/09/2016

Date of Notarization and
Certification Statement



Ava N. Morgan
Printed Name of Notary

(Official Seal)