

**Honolulu Authority for Rapid Transportation**

**AGREEMENT FOR CONSTRUCTION SERVICES**

**CONTRACT No. CT-HRT-1500080**

This Contract for construction services dated SEP 18 2014 [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 HDCC / CJA JV (the "Contractor"), a joint venture, whose principal place of business and mailing address is 201 Merchant Street, 11<sup>th</sup> Floor Honolulu, Hawaii 96813.

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**WITNESSETH:**

WHEREAS, HART issued RFB-HRT-768909 on July 9, 2014 for the Airport Section Seven (7) Pier Construction Contract for the Honolulu Rail Transit Project ("H RTP"); 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, as defined in Section 1.2 of HART's General Conditions of Construction Contracts ("General Conditions" or "GC"), which are attached hereto and made a part of this Contract.

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 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 THREE MILLION NINE HUNDRED SEVENTY-THREE THOUSAND and 00/100 DOLLARS (\$3,973,000.00). 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

HART-12 (11/11)

## Certificate

The attached contract for Airport Section Guideway Seven- (7) Pier Construction Contract

(\$3,973,000.00)

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.

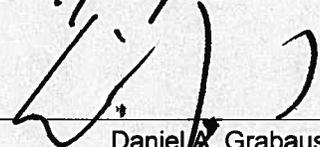
CONTRACT NO. CT - HRT- 1500080  
FUND Transit Fund (690)

HONOLULU, HAWAII

Date: 9/18/14

ACCOUNT NO.  
690/7790 - 15 = \$ 3,973,000.00 (4064)

TOTAL = \$ 3,973,000.00



Daniel A. Grabauskas

Executive Director and CEO

Honolulu Authority for Rapid Transportation

one-half percent (0.5%) GET surcharge. The Contractor shall not pass through any future increases in tax to HART.

Unit pricing for Alternatives 1A, 2A, 3A, and 4A from the Contractor's Bid/Pricing Proposal shall be applicable for the entire term of the Contract. HART, in its sole discretion, may direct the Contractor to provide the Alternatives. In such an event, the Contract shall be amended accordingly, including but not limited to adjustment of the not to exceed fixed-price contract amount, pursuant to the applicable terms of the Contract.

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.

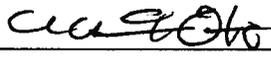
HONOLULU AUTHORITY FOR  
RAPID TRANSPORTATION

By:   
Its Executive Director and CEO

APPROVED AS TO FORM AND  
LEGALITY:

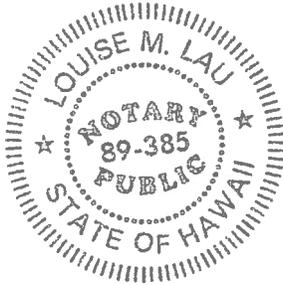
  
Deputy Corporation Counsel  
GARY Y. TAKEUCHI

HDCC / CJA JV

By:   
Cedric T. Ota  
Its Vice President  
Hawaiian Dredging Construction  
Company, Inc.  
Its General Partner

STATE OF HAWAII )  
 ) SS.  
CITY & COUNTY OF HONOLULU )

On this 10<sup>th</sup> day of September, 2014, before me appeared CEDRIC T. OTA, to me known to be the person described in and, who, being by me duly sworn, did say that he is the VICE PRESIDENT of HAWAIIAN DREDGING CONSTRUCTION COMPANY, INC., Its General Partner, HDCC/CJA JV the Contractor named in the foregoing instrument, and that he is authorized to sign said instrument in behalf of the Contractor, and acknowledges that the executed said instrument as the free act and deed of the Contractor.



Louise M. Lau  
Notary Public, State of Hawaii, First Judicial Circuit  
Notary: Louise M. Lau  
My Commission Expires: July 5, 2017

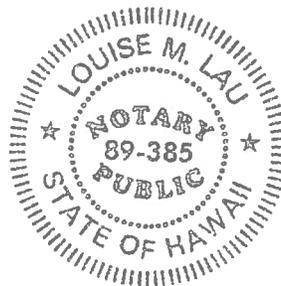
Doc. Date: Undated at time of notarization #Pages: 3

Notary Name: Louise M. Lau First Circuit

Doc. Description: Agreement for Construction Services

Contract No. CT-HRT-1500080

Louise M. Lau September 10, 2014  
Notary Signature Date



NOTARY CERTIFICATION