

**HONOLULU RAIL TRANSIT PROJECT
CONTRACT NO. CT-HRT-1500056
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO CONTRACT NO. CT-HRT-1500056 (this "Amendment No. 1") is entered into and effective DECEMBER 5th, 2014, by and between the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, State of Hawaii, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813, hereinafter referred to as "HART", and Royal Contracting Co., Ltd., a Hawaii corporation whose principal place of business and mailing address is 677 Ahua Street, Honolulu, Hawaii 96819, hereinafter referred to as the "CONTRACTOR". HART and the CONTRACTOR are hereinafter collectively referred to as the "PARTIES", and individually as "PARTY", all governed by the context in which such words are used.

WITNESSETH THAT:

WHEREAS, HART and the CONTRACTOR entered into Agreement No. CT-HRT-1500056, dated August 6, 2014 (the "Agreement"), to render On-Call Construction Contractor work related to the Honolulu Rail Transit Project ("HRTTP"), hereinafter referred to as the "PROJECT";

WHEREAS, the PARTIES desire to amend the Agreement to increase the Total Aggregate Amount from \$1,000,000.00 to \$2,000,000.00 for increased on-call construction services, based on the same agreed-to rates provided for in the Agreement ; and

WHEREAS, the services will continue to be provided on an on-call, task-order basis, with cost analyzed for each task order in accordance with the terms of the Agreement;

NOW, THEREFORE, the PARTIES, in consideration of the foregoing and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, hereby mutually agree as follows:

1. Paragraph 3 of the Agreement shall be deleted in its entirety and replaced with the following:

3. This is a task order time and materials contract unless designated otherwise in a task order, 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 TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00). The 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

HART-12 (11/11)

Revised Certificate

The attached contract for H RTP - On-Call Construction Contractor Contract

(\$2,000,000.00)

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- 1500056
FUND Transit Fund (690)

HONOLULU, HAWAII

Date: 12/5/14


ACCOUNT NO.
690/7790 - 15 = \$ 800,000.00 (4064)
690/7790 - 15 = \$1,200,000.00 (4064)
TOTAL = \$2,000,000.00

 12/16/14

Daniel A. Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transportation

2. Attachment B-1: Paragraph "b)" under "TASK ORDER LIMITATIONS" of Attachment B-1 to the Special Provisions to the Agreement shall be deleted in its entirety and replaced with the following:

b) Time and Materials Contract Not to Exceed Amount: The total of all Task Orders issued under this Contract shall not exceed the Contract Not to Exceed Amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00).

3. In the event of any conflict or inconsistency between the provisions of this Amendment No. 1 and any provisions of the Agreement, the provisions of this Amendment No. 1 shall govern in all aspects.

4. All other terms and conditions of the Agreement, not inconsistent with the terms and conditions of this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this Amendment No. 1 to the Agreement, by their duly authorized officers or agents, effective as of the day and year first written above.

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION



By: Daniel A. Grabauskas
Its: Executive Director and CEO

Royal Contracting Co., Ltd. ^{us}



By: Leonard K.P. Leong
Its: Vice President

DEC 5 2014

APPROVED AS TO FORM AND
LEGALITY:



Deputy Corporation Counsel
GARY Y. TAKEUCHI

CONSULTANT ACKNOWLEDGMENT
(Corporation)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 24th day of Nov, 2014, before me appeared Leonard K.P. Leong to me personally known, who, being by me duly sworn, did say that he/she is the Vice President, of ROYAL CONTRACTING CO., LTD., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Leonard K. P. Leong acknowledged said instrument to be the free act and deed of said corporation.

CS (Notary Seal)

Cynthia C. Endo
Notary Public, State of Hawaii

My commission expires: Nov 15, 2017

<u>NOTARY CERTIFICATE</u> (Hawaii Administrative Rules §5-11-8)	
Document Identification or Description: <u>not dated</u>	
<u>Honolulu Rail Transit Project Contract</u>	
<u>No CT-HRT-1500056 Amendment No 1</u>	
Doc. Date: <u>11/24/14</u> No. of Pages: <u>3</u> Jurisdiction: <u>First Circuit</u> (Notary Stamp or Seal)	
Notary Name: <u>Cynthia C. Endo</u>	
<u><i>Cynthia C. Endo</i></u>	<u>11/24/14</u>
Notary Signature	Date

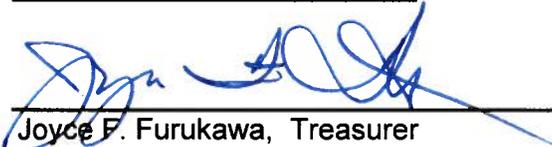
RESOLUTION

I, **Joyce F. Furukawa, Treasurer** 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 24th day of November, 2014



Joyce F. Furukawa, Treasurer

PRESIDENT
David C. Hulihee
677 Ahua Street
Honolulu, Hawaii
Phone:

VICE PRESIDENT/SECRETARY
Leonard K. P. Leong
2747 Kalawao Street
Honolulu, Hawaii 96822
Phone: 839-9006

TREASURER/CONTROLLER
Joyce F. Furukawa
1760 South Bertania Street, #8C
Honolulu, Hawaii 96826
Phone: 941-988-5336