

**C O N T R A C T**

THIS AGREEMENT, made this 12th day of October, 2004, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and SMALT & COMPANY, INC. whose business/post office address is 1750 Kalakaua Avenue #3623, Honolulu, Hawaii 96826 hereinafter referred to as "CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to furnish, perform and/or deliver and pay for all labor, supplies, materials, equipment and services called for in "**KAAWALII GULCH TREE AND SHRUB TRIMMING, HAWAII, PROJECT NO. 19H-02-04M**", or such a part thereof as shall be required by the STATE, the total amount of which labor, supplies, tools, materials, equipment and services shall be computed at the unit and/or lump sum prices set forth in the attached proposal schedule and shall be the sum of **EIGHT HUNDRED TWO THOUSAND AND NO/100 DOLLARS ( \$802,000.00 )** as follows:

**SUM OF ALL ITEMS.....\$802,000.00**

which sum shall be provided from State funds, all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans, if any, for **Project No. 19H-02-04M**, and any supplements thereto, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein within ONE HUNDRED FIFTY ( 150 ) working days from the date of Notice to Proceed from the State.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of EIGHT HUNDRED TWO THOUSAND AND NO/100 DOLLARS (\$802,000.00 ) in lawful money, such payment to be made , subject to such additions hereto or deductions therefrom heretofore or hereafter made, in the manner and at the time prescribed in the specifications and this contract.

Extras as provided in the specifications may be allowed, in addition to said sum, in the amount of FORTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$40,100.00 ) in lawful money and shall be provided from State funds.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be  
duly executed the day and year first above written.

**STATE OF HAWAII**

fr BY *J. H. Ho*  
Its Director of Transportation

**SMALT & COMPANY, INC.**

BY *Smalt Langford*  
Its *President*

