

CONTRACT

THIS AGREEMENT, made this 3rd day of January, 2005,  
by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter  
referred to as "STATE", and H.E.M. CONSTRUCTION CO., INC. whose  
business/post office address is P. O. Box 25398, Honolulu, Hawaii 96825  
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  
complete in place, furnish and pay for all labor and materials necessary for "HAWAII  
BELT ROAD DRAINAGE IMPROVEMENTS, VARIOUS LOCATIONS, HAWAII,  
PROJECT NO. 19FGH-03-04M", or such a part thereof as shall be required by the  
STATE, the total amount of which labor, material and construction shall be computed  
at the unit and/or lump sum prices set forth in the attached proposal schedule and  
shall be the sum of ONE MILLION FOUR HUNDRED FORTY NINE THOUSAND  
SIX HUNDRED AND NO/100 DOLLARS (\$1,449,600.00) as follows:

TOTAL BID PRICE.....\$1,449,600.00

which sum shall be provided from State funds, all in accordance with the Hawaii  
Standard Specifications for Road, Bridge, and Public Works Construction, 1994, or  
such other standard specifications as may be provided for specifically herein, the  
special provisions, the amendments to special provisions, if any, all of which are  
hereinafter referred to as "specifications", the notice to bidders, the instruction to  
bidders, the proposal and plans for Project No(s) 19FGH-03-04M, and any  
supplements thereto, on file in the office of the Director of Transportation. These

documents, together with all alterations, amendments, additions and deductions thereto or therefrom, are attached hereto and/or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within ONE HUNDRED TEN ( 110 ) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for in writing under the specifications.

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 ONE MILLION FOUR HUNDRED FORTY NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ( \$1,449,600.00 ) in lawful money, but not more than such part of the same as is actually earned according to the STATE's determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner and at the time prescribed in the specifications and this contract. In any event, SEVENTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS ( \$72,480.00 ) in lawful money shall be provided as extras from State funds.

All words used herein in the singular shall extend to and include the plural. All words used in the plural 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

By H. Ho  
Its Director of Transportation

H.E.M. CONSTRUCTION CO., INC.

By Sheldon E. Martinez  
Its PRESIDENT

