

CONTRACT

THIS AGREEMENT, made this 26th day of July,
2004, by and between the STATE OF HAWAII, by its Director of Transportation,
hereinafter referred to as "STATE", and KOGA ENGINEERING & CONSTRUCTION,
INC. whose business/post office address is P. O. Box 31289, Honolulu, Hawaii
96820 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 "KUHIO
HIGHWAY IMPROVEMENTS, EXTENSION OF TEMPORARY KAPAA BYPASS
ROAD, KUHIO HIGHWAY TO OLOHENA ROAD, KAUAI, PROJECT NO. 56A-03-00 ",
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 THREE MILLION
ONE HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED THIRTY TWO AND
NO/100 DOLLARS (\$3,164,432.00) as follows:

SUM OF ALL ITEMS.....\$3,164,432.00

which sum is the revised price that reflects a reduced scope of work and was agreed to
in our letter dated June 21, 2004, and attached hereto after page K-3 as "EXHIBIT A".

The above sum represents the negotiated price arrived at with the bidder in
order to fall within the amount of available funds as authorized by Section
103D-302, Hawaii Revised Statutes; and

which sum shall be provided from State funds, all in accordance with the Hawaii Standard Specifications for Road and Bridge Construction, 1985, 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). 56A-03-00, 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.

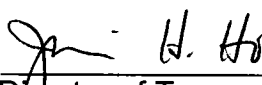
The CONTRACTOR hereby covenants and agrees to complete such construction within TWO HUNDRED EIGHTY (280) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for in writing under the specifications.

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 THREE MILLION ONE HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED THIRTY TWO AND NO/100 DOLLARS (\$3,164,432.00) 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, ONE HUNDRED FIFTY EIGHT THOUSAND TWO HUNDRED TWENTY ONE AND 60/100 DOLLARS (\$158,221.60) in lawful money shall be provided as extras from State funds.

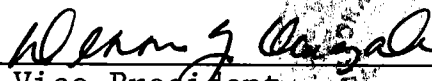
All words used herein in the singular shall extend to and include the plural. All words used in the plural shall extend to and include the singular. The use of any gender shall extend to and include all genders.

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 
for Its Director of Transportation

KOGA ENGINEERING &
CONSTRUCTION, INC.

By 
Its Vice President

