## CONTRACI

THIS AGREEMEN	T, made this	day	20
, by and between the	STATE OF HAWAII, b	y its Director of Tran	sportation, hereinafter referred to as
"STATE," and			whose business
and/or post office address is			
hereafter referred to as "COI	NTRACTOR":		
WITNESSETH:	That for and in cons	ideration of the pay	ments hereinafter mentioned, the
CONTRACTOR hereby cov	enants and agrees with t	he STATE to compl	ete in place, furnish and pay for all
labor and materials necessar	y for		
	·		
or such a part thereof as sh	all be required by the S	STATE, the total an	nount of which labor, material and
construction shall be compu	ted at the unit and/or lun	p sum prices set for	h in the attached proposal schedule
and shall be the sum of			
DOLLARS (\$	) as follows:		
which cum shall be provided	from the following fund	<b>₹</b> (a)•	

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions				
to bidders, the proposal, and plans for, 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 complete such construction within				
() working days from the date indicated in the notice to				
proceed from the STATE subject, however, to such extensions as may be provided for under the specifications.				
For and in consideration of the covenants, undertaking 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 DOLLARS (\$				
) 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, extras shall not exceed				
DOLLARS (\$) in lawful money and shall be				
provided from the following fund(s):				

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of

shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

The CONTRACTOR further agrees to execute the attached non-gratuity affidavit form prior to payment of the final estimate by the STATE.

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

	Ву	
		Director of Transportation
	Ву	
APPROVED AS TO FORM	Ву	
Deputy Attorney General	*****	