

C O N T R A C T

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred  
to as "STATE", and \_\_\_\_\_ whose business and/or post office  
address is \_\_\_\_\_, 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

" \_\_\_\_\_ ",

or such a part thereof as shall be required by the STATE, the total amount of which labor,  
supplies, 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 \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_ ) as follows:

TOTAL AMOUNT FOR COMPARISON OF BID .....\$ \_\_\_\_\_

which 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. HWY-MM-2007-04 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 for a period of TWELVE (12) months from the date indicated in the Notice to Proceed from the State, with an option to extend to four (4) additional TWELVE (12) month periods subject to the terms outlined in Section 10.22. The total term of this contract shall not exceed SIXTY (60) MONTHS.

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 \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) 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, but shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) in lawful money and shall be provided from State funds.

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

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

\_\_\_\_\_  
Director of Transportation

CONTRACTOR

(Seal)

\_\_\_\_\_  
Signature\*

\_\_\_\_\_  
Title

\*Signature must be acknowledged by  
a notary public.