CONTRACT

THIS AGREEMENT, made this 2nd day of August, 2004, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and PRIMATECH CONSTRUCTION, INC. whose business/post office address is 1668 South King Street, 2nd Floor, Honolulu, Hawaii 96826 hereinafter referred to as "CONTRACTOR";

SUM OF ALL ITEMS......\$2,283,318.30

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) <u>HWY-O-12-00</u>, 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 <u>THREE HUNDRED SIXTY</u> (360) 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.

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

Its Director of Transportation

PRIMATECH CONSTRUCTION

lts Président