


C O N T R A C T

 THIS AGREEMENT, made this 11th day of January,
²⁰⁰⁸~~1999~~, by and between the STATE OF HAWAII, by its Director of Transportation,
hereinafter referred to as "STATE", and GRACE PACIFIC CORPORATION
whose business/post office address is P.O. Box 78, Honolulu, Hawaii 96810 ,
hereinafter referred to as "CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with STATE to complete in place, furnish and pay for all labor and materials necessary for "PAVEMENT REPAIRS AT VARIOUS LOCATIONS ON OAHU, PROJECT NO. HWY-OM-2007-37 " or such a part thereof as shall be required by STATE.

For and in consideration of the covenants, undertakings and agreements of CONTRACTOR herein set forth and upon the full and faithful performance thereof by CONTRACTOR, STATE hereby agrees to pay CONTRACTOR in lawful money a sum computed on the basis of the unit prices set forth in the attached proposal schedule for:

AREAS 1, 2, 3 AND 4

but not more than such sum as is actually earned according to STATE's determination of the actual quantities of work performed and materials furnished by CONTRACTOR at the unit prices set forth in said attached proposal schedule which payment shall be by purchase orders issued from time to time by STATE during the term of this contract since Section 103D-309, Hawaii Revised Statutes, as amended, does not require the State of Hawaii Comptroller's certificate for price-term, open-end, or requirements contract under which the total amount to be paid CONTRACTOR cannot be accurately

estimated at the time the contract is awarded.

All work to be performed and materials to be furnished shall be in accordance with the specifications, the special provisions and plans, if any, the notice to bidders, the instructions to bidders and proposal for HWY-OM-2007-37, on file in the office of the Director of Transportation. These documents, together with all alterations, amendments, additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

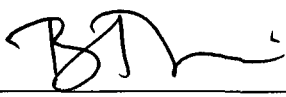
The CONTRACTOR hereby covenants and agrees to furnish, perform and/or deliver all labor, supplies, materials, equipment and services as provided herein for a period of TWELVE (12) MONTHS from the date of Notice to Proceed from the State, with options to extend for two (2) additional twelve (12) month periods subject to the terms in Section 110.02. The total term of this contract shall not exceed thirty-six (36) months.

The CONTRACTOR further agrees to execute the attached "Certification of Compliance for Final Payment" form prior to payment of the final payment by the STATE.

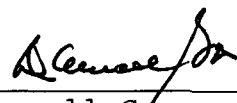
All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
duly executed the day and year first above written.

STATE OF HAWAII

By 
Its Acting Director of Transportation

GRACE PACIFIC CORPORATION

By 
Its Darrell Goo
Senior Vice President

