

CONTRACT

THIS AGREEMENT, made this 2nd day of February, 2004, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE", and KIEWIT PACIFIC CO. whose business/post office address is 1001 Kamokila Boulevard, Suite 305, Kapolei, Hawaii 96707 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 "INTERSTATE ROUTE H-3, H-3 FINISH (UNIT VIII) AND INTERSTATE ROUTE H-1 SEISMIC RETROFIT, AUSTIN-BISHOP SEPARATION AND WAI'AU INTERCHANGE, OAHU, FEDERAL-AID PROJECT NOS. I-H3-1(75) AND BR-H1-1(241)", 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 FIFTY FIVE MILLION TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED FORTY SEVEN AND NO/100 DOLLARS (\$55,226,847.00) as follows:

SUBTOTAL.....\$55,226,847.00

which sum shall be provided from the following funds:

Federal Funds.....	\$49,607,774.89
State Funds.....	5,582,338.32
HECO Funds.....	11,038.07
Verizon Hawaii Funds.....	7,855.27
Oceanic Cable Funds.....	15,258.44
GASCO Funds.....	2,582.01
Total.....	\$55,226,847.00

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 instructions to bidders, the proposal and plans for Project Nos. I-H3-1(75) Unit VIII and BR-H1-1(241), 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 work as specified on page P-1 of the Proposal 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 FIFTY FIVE MILLION TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED FORTY SEVEN AND NO/100 DOLLARS (\$55,226,847.00) 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, TWO MILLION SEVEN HUNDRED SIXTY ONE THOUSAND THREE HUNDRED FORTY TWO AND 35/100 DOLLARS (\$2,761,342.35) in lawful money shall be provided as extras from the following fund(s):

Federal Funds.....	\$2,480,388.75
State Funds.....	279,116.92
HECO Funds.....	551.90
Verizon Hawaii Funds.....	392.76
Oceanic Cable Funds.....	762.92
GASCO Funds.....	129.10
	<u>\$2,761,342.35</u>

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of FORTY NINE MILLION SIX HUNDRED SEVEN THOUSAND SEVEN HUNDRED SEVENTY FOUR AND 89/100 DOLLARS (\$49,607,774.89) and TWO MILLION FOUR HUNDRED EIGHTY THOUSAND THREE HUNDRED EIGHTY EIGHT AND 75/100 DOLLARS (\$2,480,388.75) , portions of the contract price and extras, respectively, 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.

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 John H. Ho
Its Director of Transportation

KIEWIT PACIFIC CO.

BY [Signature]
Its Vice President

By _____
Its _____