

# C O N T R A C T

THIS AGREEMENT, made this \_\_\_\_\_ day \_\_\_\_\_  
20 \_\_\_\_\_, by and between the COUNTY OF KAUAI, a political subdivision of the State of Hawaii,  
hereinafter referred to as "COUNTY", and \_\_\_\_\_  
whose business and/or post office address is \_\_\_\_\_

\_\_\_\_\_ hereafter referred to as "CONTRACTOR";

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the COUNTY to complete in place, furnish and pay for all labor and materials necessary for \_\_\_\_\_ or such a part thereof as shall be required by the COUNTY, free of liens, claims and any encumbrances, 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, and made a part hereof, schedule and shall be the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) of which sum shall be provided from the following fund(s):

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 \_\_\_\_\_, on file in the office of the Director of Finance. 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 \_\_\_\_\_ ( \_\_\_\_\_ ) working days from the date indicated in the notice to proceed from the COUNTY 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 COUNTY hereby agrees to pay the CONTRACTOR the sum of \_\_\_\_\_ DOLLAR (\$ \_\_\_\_\_ ) in lawful money, but not more than such part of the same as is actually earned according to the COUNTY'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 COUNTY 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 COUNTY 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 COUNTY.

All words used herein in the singular number 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.

COUNTY OF KAUAI

by \_\_\_\_\_  
Director of Finance

By \_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
County Attorney