

**SECTION 00300  
AGREEMENT**

**THIS AGREEMENT** is made this **10th** day of **May, 2012**, in the County of Los Angeles, State of California, by and between **RIO HONDO COMMUNITY COLLEGE DISTRICT**, a California Community College District, hereinafter called the "District" and **Mallcraft Inc.**, hereinafter called the "Contractor", with a principal place of business located at **P.O. Box 91983, Pasadena, CA 91109**.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as: **BID # 2014; East Campus Vehicular Drop Off Project**.

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

**1.02 Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work within **Eighty Five (85) calendar days** after the date stated in the District's Notice to Proceed **BUT NOT LATER THAN AUGUST 15, 2012** (see Section 1.01 of the Contract Special Conditions and as otherwise provided in the Contract Documents).

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **Two Hundred Sixty Two Thousand Dollars (\$262,000)**. The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any:

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Labor and Material Payment Bond
Instructions for Bidders	Performance Bond
Bid Proposal	Certificate of Workers Compensation
Subcontractors List	Drug Free Workplace Certification
Non-Collusion Affidavit	General Conditions
Bid Bond	Special Conditions
Agreement	Labor Compliance Program
Statement of Bidders Qualifications	Drawings
Construction Forms	Specifications
Soils Report and Civil Survey	Guarantee

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

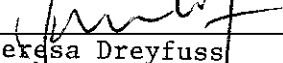
IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.


**DISTRICT**

**CONTRACTOR**

**RIO HONDO COMMUNITY COLLEGE  
DISTRICT,**  
a California Community College District

Mallcraft, Inc. - 243141  
(Contractor's License Number)

By:  5/24/12  
Teresa Dreyfuss  
Vice President, Finance & Business

By:   
Name: L. E. Hansen

Title: President  
(Corporate Seal)

**END OF SECTION**