

## AGREEMENT

**THIS AGREEMENT** is made this **27<sup>th</sup> day of October, 2011**, 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 **Nile Advanced Construction, Inc.**, hereinafter called the "Contractor", with a principal place of business located at 4106 Valley Blvd, Walnut, CA 91789

**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 #1192 El Monte Educational Center 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 **Three Hundred Sixty Five (365) calendar days** after the date stated in the District's Notice to Proceed (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 **Three Million Thirty Thousand Three Hundred Dollars (\$3,030,300.00)**. The Contract Price is based upon the Contractor's base bid proposal which includes an allowance for unforeseen conditions which if not used will be returned back to the District by change order at the conclusion of the project. 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**
  - **Instructions for Bidders**
  - **Bid Proposal**
  - **Bid Bond**
  - **Labor and Material Payment Bond**
  - **Performance Bond**
  - **Certificate of Workers Compensation and**
  - **General Liability Insurance**



**ACKNOWLEDGMENT**

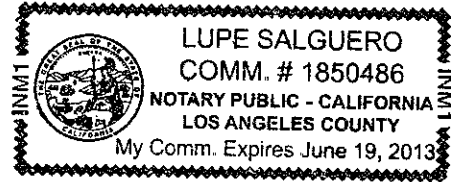
State of California  
County of Los Angeles

On November 2, 2011 before me, Lupe Salguero, Notary Public  
(insert name and title of the officer)

personally appeared Samir William Baroun  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in  
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lupe Salguero (Seal)