

## AGREEMENT

**THIS AGREEMENT** is made this **21<sup>st</sup> day of February, 2013**, 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 **Ohno Construction Company**., hereinafter called the "Contractor", with a principal place of business located at 16174 Boyle Avenue, Fontana, CA 92337

**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 #2019 Softball Field Renovation 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 **One Hundred Five (105) consecutive calendar days. Total contract time including mobilizations, construction and close out is 135-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 **One Million Two Hundred Nine Thousand Dollars (\$1,209,000)**. 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
- Subcontractors List
- Bid Bond
- Labor and Material Payment Bond
- Performance Bond
- Certificate of Workers Compensation and
- General Liability Insurance

- Non-Collusion Affidavit
- Drug-Free Workplace Certificate
- Statement of Bidder's Qualifications
- Project Labor Agreement (PLA)
- Labor Compliance (LC)
- Owner Controlled Insurance (OCIP)
- Agreement
- Construction Forms
- Drug Free Workplace Certification
- General Conditions
- Special Conditions
- Drawings and Specifications
- Soils Report
- Addenda
- 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,**

**Ohno Construction Company**

a California Community College District

833470

(Contractor's License Number)

By:

*Teresa Dreyfuss* 3/1/13

Teresa Dreyfuss  
Vice President, Finance and Business

By:

*Jeff D. Byerly*

Jeff Byerly  
Regional Manager

(Corporate Seal)



**END OF AGREEMENT**

*(Handwritten mark)*