

AGREEMENT

THIS AGREEMENT is made this 10th day of June, 2010, 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 Edge Development, Inc., hereinafter called the "Contractor", with a principal place of business located at 27368 Via Industria, Suite 101, Temecula, California 92590.

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 #1163 PE Complex 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 **Six Hundred (600) 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 **Sixteen Million Six Hundred Ninety Six and Seven Dollars (\$16,696,007)**. 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
Non-Collusion Affidavit
Drug-Free Workplace Certificate

Bid Bond
Labor and Material Payment Bond
Performance Bond
Certificate of Workers Compensation and
General Liability Insurance
Drug Free Workplace Certification
General Conditions

Statement of Bidder's Qualifications
Project Labor Agreement (PLA)
Labor Compliance (LC)
Owner Controlled Insurance (OCIP)
Agreement
Construction Forms

Special Conditions
Drawings and Specifications

Addenda
Guarantee

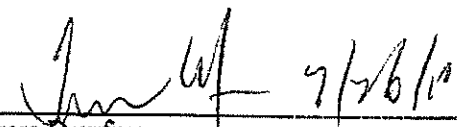
1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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

DISTRICT

Rio Hondo Community College District,
a California Community College District

By:



Teresa Dreyfuss
Vice President, Finance and Business

CONTRACTOR

Edge Development, Inc.

723993
(Contractor's License Number)

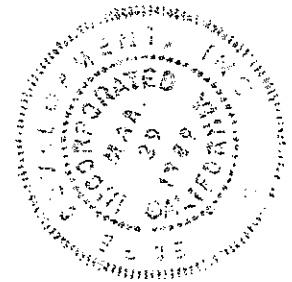
By:



Steve Rogers
Executive Vice President

7/24/10

(Corporate Seal)



END OF AGREEMENT

EDGE DEVELOPMENT, INC.

a California corporation

**ACTIONS BY BOARD OF DIRECTORS
WITHOUT A MEETING
BY UNANIMOUS WRITTEN CONSENT
(Annual Board of Directors Meeting)**

Pursuant to the California Corporations Code and the Bylaws of Edge Development, Inc., ("Corporation") the undersigned, being all of the Directors of the Corporation, unanimously authorize and consent to the following resolutions and actions of the Board of Directors, without a meeting of the Directors of the Corporation:

WHEREAS, the undersigned Directors are desirous of electing Officers in accordance with the annual Board of Directors meeting procedures of the Corporation;

IT IS, THEREFORE, RESOLVED, the following individuals are elected to the specified position opposite their names and shall serve until the next annual meeting of the Directors of the Corporation, or until their successors are duly elected and qualified;

<u>Name</u>	<u>Office</u>
K. Dayne Wagoner	Chief Executive Officer and Secretary
Stephen S. Prophet	Chief Operations Officer and President
Kathi A. Richards	Chief Financial Officer
Stephen D. Rogers	Executive Vice President
Al Calvet	Senior Vice President
Mark Stinnett	Senior Vice President

WHEREAS, the undersigned Directors are desirous of confirming the state of affairs of the Corporation and its activities since the last annual meeting of the Directors;

IT IS, THEREFORE, RESOLVED, all actions of the Officers of the Corporation subsequent to the last annual meeting of the Directors are hereby affirmed, ratified and approved.

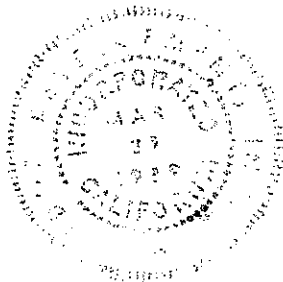
DATED: March 22, 2010



Kenneth D. Wagoner, Director



Stephen S. Prophet, Director



PAYMENT REQUEST FORM

TO: Rio Hondo Community College District
3600 Workman Mill Road
Whittier, CA 90601

FROM: Liberty Mutual Insurance Company
PO Box 34670
Seattle, WA 98124-1670

PROJECT NAME: Rio Hondo PE Complex
PROJECT NO: 10004
ARCHITECT: L.P.A. Inc.
 5161 California Ave. Suite 100
 Irvine, CA 92612

APPLICATION NO: 36
APPLICATION DATE: 12/02/13
PERIOD TO: 11/30/13
CONTRACT NUMBER: 1163
CONTRACT START DATE: 06/10/10

SECTION 1: CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM \$ 16,696,007.00
2. Net change by Change Orders \$ 51,550.00
3. CONTRACT SUM TO DATE (Line 1+/-2) \$ 16,747,557.00
4. TOTAL COMPLETED & STORED TO DATE \$ 15,279,775.55
5. RETAINAGE:
 - a. 10% of Completed Work: \$ 1,527,977.56
 - b. 10% of Stored Material: \$ 0.00
- TOTAL RETAINAGE \$ 1,527,977.56
6. TOTAL EARNED LESS RETAINAGE \$ 13,751,797.99
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 13,711,521.19
 (Line 6 from prior Application for Payment)
8. CURRENT PAYMENT DUE (Line 6 less Line 7) \$ 40,276.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,995,759.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	\$51,550.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$51,550.00	\$0.00
NET CHANGES by Change Order	\$51,550.00	\$0.00

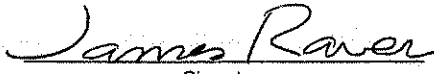
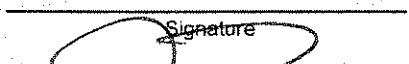




10. Certification:

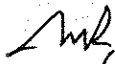
Under penalty of perjury under the Laws of California, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all Work has been performed and materials supplied in full accordance with the terms and

Contractor:  Contractor's Signature

Authorized Rep. of Liberty 12/13/13
 Name and title Liberty Date

SECTION 2: APPROVALS

- | | | | |
|-----------------------------------|---|--|-------------------------------------|
| 11. Architect: | <u></u>
Signature | <u>James Raver</u>
Name (Print) | <u>1/8/2014</u>
Date |
| 12. Inspector of Record: | <u></u>
Signature | <u>Vance Abrams</u>
Name (Print) | <u> </u>
Date |
| 13. Construction Manager | <u></u>
Signature | <u>Jerome Quemada</u>
Name (Print) | <u>1/14/14</u>
Date |
| 14. Program Manager | <u></u>
Signature | <u>Luis Rojas</u>
Name (Print) | <u>1/14/14</u>
Date |
| 15. Director of Facility Services | <u></u>
Signature | <u>James Poper</u>
Name (Print) | <u>1-14-14</u>
Date |
| 16. Interim President | <u></u>
Signature | <u>Teresa Dreyfuss</u>
Name (Print) | <u>1-17-14</u>
Date |


1/22/14