

## AGREEMENT

**THIS AGREEMENT** is made this **18th** day of **February, 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 **KPRS CONSTRUCTION SERVICES, INC.** hereinafter called the "Contractor", with a principal place of business located at 2850 Saturn Street, Brea, CA 92821

**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 #1162, Student Union/Student Services/Campus Quad Projects**

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 **Four Hundred and Eighty (480) 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 **Eighteen Million Three Hundred Twelve Thousand Three Hundred Sixty Six Dollars (\$18,312,366.00)**.

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  
Addenda 1,2,3,4,5,6  
Bid Proposal  
Reference Documents  
Subcontractors List  
Non-Collusion Affidavit  
Drug-Free Workplace Certificate  
Statement of Bidder's Qualifications

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

**Project Labor Agreement (PLA)  
Labor Compliance (LC)  
Owner Controlled Insurance (OCIP)  
Agreement  
Construction Forms**

**All Contract Drawings/Specifications and  
Reference items provided to the contractor via  
district website at  
<http://www.riohondo.edu/facilities/RFQ/index.htm>  
Soils Reports  
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:

 3/11/10  
\_\_\_\_\_  
Teresa Dreyfuss  
Vice President, Finance and Business

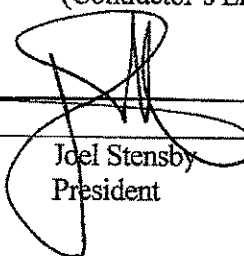
**CONTRACTOR**

**KPRS Construction Services, Inc.**

751130

(Contractor's License Number)

By:

  
\_\_\_\_\_  
Joel Stensby  
President

(Corporate Seal)



**END OF AGREEMENT**

