CONTRACT AGREEMENT

PALO VERDE COMMUNITY COLLEGE DISTRICT
AND
CAMBRIDGE WEST PARTNERSHIP, LLC

This AGREEMENT ("AGREEMENT") between PALO VERDE COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and CAMBRIDGE WEST PARTNERSHIP, LLC ("CONTRACTOR") shall be effective upon the execution date of this AGREEMENT. DISTRICT and CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, the DISTRICT desires to obtain specialized services (SERVICES) that are directed to supporting its business and finance operations to prepare Five Year Construction Plan and Space Inventory Report, as further described in "Attachment 1" attached hereto; and

WHEREAS, the DISTRICT is interested in the transfer of knowledge that will be gained from the liaison between CONTRACTOR and the DISTRICT; and

WHEREAS, CONTRACTOR warrants and represents to the DISTRICT that CONTRACTOR has the experience, expertise and resources to successfully provide the SERVICES required by the DISTRICT and will provide these SERVICES.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I: CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. CONTRACTOR shall timely and competently provide those SERVICES set forth in Attachment 1 to this AGREEMENT.

2. CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. CONTRACTOR agrees it shall take all special precautions necessary to protect the CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

ARTICLE II: COMPENSATION

1. DISTRICT agrees to pay the CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a fee of thirty two thousand dollars ($32,000) over the term of this AGREEMENT.

2. CONTRACTOR shall bill the DISTRICT upon completion of the project. Billing shall include support information sufficient to satisfy the requirements of the DISTRICT.

3. Invoices for payment of services by the CONTRACTOR shall be paid by the DISTRICT within a 30-day period from the invoice receipt date from the CONTRACTOR.

4. CONTRACTOR will bill for reimbursable expenses incurred that are directly related to the performance of the SERVICES provided. These include travel/mileage, accommodation, printing/duplication and materials.

ARTICLE III: TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date of execution by the PARTIES, with CONTRACTOR'S SERVICES to commence on March 1, 2014. All SERVICES shall be completed by no later than December 31,2014 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. Either PARTY may, with a 60-day notice, terminate this AGREEMENT. In such case, DISTRICT will compensate CONTRACTOR for SERVICES satisfactorily rendered to the date of termination. Notice of termination must be in writing. Notice shall be deemed given when received by the PARTY to which the letter of termination is directed or no later than five days after the day of mailing by the PARTY seeking to terminate, whichever occurs first.

ARTICLE IV: INDEMNITY AND INSURANCE

1. CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of CONTRACTOR or of any Officer, Director, Agent, or Employee of CONTRACTOR.

2. DISTRICT agrees to indemnify and hold harmless CONTRACTOR, its officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of DISTRICT or of any Trustees, Officer, Director, Agent, or Employee of DISTRICT.

3. DISTRICT may require CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate.

ARTICLE V: INDEPENDENT CONTRACTOR

1. CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. CONTRACTOR has no authority to bind DISTRICT. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to CONTRACTOR and its employees.

ARTICLE VI: MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

6. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY.

7. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:
Palo Verde Community College District
Attn: President
1 College Drive
Blythe, CA 92225

TO CONTRACTOR:
Cambridge West Partnership, LLC
Attn: C.M. Brahmbhatt
34 Eclipse
Irvine, CA 92620

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

_____

President,
Palo Verde Community College District

Dated: _____

CAMBRIDGE WEST PARTNERSHIP, LLC

C.M.Brahmbhatt, Managing Director

Federal ID No. 20-5500381

Dated: _____

ATTACHMENT 1:

PROPOSAL FOR SERVICES

CAP/LOAD MANAGEMENT PROGRAM – CALENDAR-YEAR 2014
PALO VERDE COMMUNITY COLLEGE DISTRICT

This proposed Scope of Services is provided to Palo Verde Community College District (District) by Cambridge West Partnership, LLC (Cambridge West) for the 2014 calendar-year. The Scope targets management and oversight of the District's capacity-to-load ratios (cap/loads) that leads to capital construction financing from the state. Two components define the work activities to be undertaken. These two components and the associated work activities are described below:

Component A: Formulation and Management of the 5-Year (Capital) Construction Plan (5YCP)
Work task associated with this component insure that projects in the funding queue of the state are shepherded and moved forward, that cap/load parameters are maintained, that distributions and allocations for WSCH, day-graded enrollments, and full time equivalent faculty (FTEF) are favorably represented within the College. The primary activities will include:

1. As required, on-campus and off-campus meetings with user groups, administrative staff, project management consultants, and architects on matters relating to the 5YCP.
2. Update of all active (existing) projects at Palo Verde College to reflect current project viability, changes of scope, changes to secondary ASF, changes to cost, changes in timelines for completion
3. Editing of all project narratives and descriptions as required to reflect changing conditions.
4. Creation of project scopes of work, impact on secondary ASF, cost, timelines for completion relative to all new projects at Palo Verde College.
5. Assess/adjust as required the impact of each project on the cap/loads of the College.
6. Reflect the College's future need for space in the most favorable light possible.
7. Favorably position the District/College in the state's funding program.
8. Prepare required Board of Trustee documents and all other forms of communications required for approval/submittal of the 5YCP.
9. Physically and electronically generate the 5YCP document on behalf of the District and submit to the State Chancellor's Office.
10. Represent the District/College on all inquiries, changes, challenges and questions of the 5YCP that are made by the State Chancellor's Office.

Component B: Formulation and Management of Report 17 (Annual Space Inventory)
Report 17 (Space Inventory) is required annually by the State Chancellor's Office. Through the oversight of this document, Cambridge West will seek to improve the cap/load ratios, insure that cap/load parameters are maintained, that new space does not limit or negatively impact the District's ability to qualify for state funding support, that room codes balance and justify the

need for space. The work activities will support the development and submittal of Report 17 for the District. The work activities will include:

1. Meet with user groups, academic administrative staff, and project management teams relative to changes in room use or physical building changes that have occurred over the 2013-14 academic year.
2. Conduct room assessments, define room codes and electronically enter into the state's WEB-based database all new buildings that come on-line.
3. Conduct a detailed analysis and make appropriate changes in room codes for existing space.
4. Assess and mitigate impacts that negatively affect the cap/loads of the District (via the addition of buildings or the changes in room coding).
5. Favorably reflect the District's/College's future need for space.
6. Favorably position the District in the State's funding program via the Space Inventory document.
7. Physically and electronically generate the required Space Inventory document on behalf of the District and submit to the State Chancellor's Office.
8. Represent the District on all inquiries, changes, challenges and questions made by the State Chancellor's Office.
9. Make any necessary changes that are the result of omissions, transgressions, or oversight.

Fees for Services: Component A $ 20,000.00 first year
Component B 12,000.00 first year Total $32,000.00 for 2014