

AGREEMENT FOR PROFESSIONAL SERVICES

[Name of Consultant]

1. Parties.

This Agreement for Professional Services is made and entered into on _____, 2012, by and between Compton Community College District, (“District”) and **Consultant Name** (“Consultant”) (“Agreement”). The District and Consultant may hereafter be referred to as (“Party/party”) or collectively as (“Parties/parties”).

2. Scope of Services.

The word “Services” as used herein shall mean work and labor of all kind, whether mental, physical or a combination thereof. The phrase “Scope of Services” as used herein shall mean all the tasks the Consultant is required to perform to achieve DSA Closeout Certification for all District projects. The District requires Consultant to perform; and Consultant agrees to perform, the following Scope of Services (hereinafter collectively referred to as “Services”): (a) as described in this Agreement and in Exhibits “A” and “B” hereto; (b) as set forth in the Request for Proposals dated August 29, 2012 for Architect of Record & DSA Closeout Certification Services (“RFP”); and (c) all Services necessary to achieve DSA Closeout Certification for all District projects. The RFP, its Attachments, and Exhibits “A” and “B” hereto are all incorporated herein by this reference as part of this Agreement, as if set forth at length hereat.

3. Representations and Warranties.

The Consultant represents and warrants that he/she/it is highly experienced, skilled and a trained professional, licensed, and fully capable of providing the Services in full compliance with the terms and conditions of this Agreement, and that Consultant shall do so. Consultant represents and warrants that its lead person for the Services is an Architect licensed by, and in good standing with, the state of California. Consultant acknowledges that: (a) these representations and warranties are a material consideration

for inducing the District to enter into this Agreement; and (b) that the District has expressly and materially relied on said representations and warranties in entering into this Agreement.

4. Compensation.

For providing the Services as required by this Agreement, Consultant shall be compensated as set forth herein below and in Exhibit "B." During the course of performing under this Agreement, Consultant shall:

(A) Monthly Proposed Plan of Services and Projected Costs:

On or before the 20th day of each month, the Consultant shall prepare and submit to the District's Chief Business Officer, a work plan and projected budget for each project for the coming month so that the District is aware of the scope of Services and projected cost of the Services to be provided for each project for that month.

(B) Monthly Payment Applications:

Consultant shall prepare and submit to the District's Chief Business Officer by the 20th day of the month an application for payment ("Invoice") for the prior month's Services. The Invoice must be segregated by project name and/or number. The District will provide the Consultant with the required format for invoicing. However, the Consultant's Invoices shall include at a minimum:

- work order (project) number
- amount invoiced in the current period for each work order (project)
- amount previously invoiced for each work order (project)
- amount invoiced to date for each work order (project)
- percent (%) completion of work to date for each work order (project)
- percent (%) of Not to Exceed amount consumed to date for each work order (project)

The Consultant's must invoice separately for each project it works on. For example, time spent on the Library & Learning Resource Center project should be billed so that the

billing is clearly attributed to only the Library & Learning Resource Center project. Time spent on the Children's Development Center project should be billed so that the billing is clearly attributed to only that project, etc.

Invoicing on the Library and & Learning Resource Center project, and perhaps other projects, will require additional breakdown of information in the Invoice, as required by the District.

The District has the right, without limiting any of its other rights, to require the Consultant to provide whatever additional detail and backup the District requires so that the District can fully understand, evaluate, and assess the Invoice before authorizing payment to the Consultant. The Consultant's obligation to provide this backup and detail is an express condition precedent to the maturing of any obligation on the part of the District to pay the Consultant under the Invoice.

Upon receipt of a properly submitted and supported payment request, the District shall pay the Consultant within thirty (30) days thereof, less five percent (5%) held by the District as retention for each project. Within thirty (30) days of when Consultant's Services under this Agreement are finally complete for each project, Consultant shall submit to the District a request for final payment together with all necessary information to support and back up the final request for payment. Upon receipt of a properly submitted and supported final payment request, the District shall make final payment to the Consultant within sixty (60) days thereof. All of the foregoing is subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith. Under no circumstances shall the amount of compensation payable to Consultant for all Services performed under this Agreement exceed _____ Dollars (\$_____).

5. Independent Contractor.

It is understood and agreed that Consultant (including Consultant's employees and sub-Consultants) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. The Consultant, the

Consultant's employees, sub-consultants, or assigned personnel, shall not be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold the District harmless from claims by any of Consultant's employees, sub-Consultants, or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. It is nevertheless understood and agreed by the parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of the District as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use the District facilities, space, or equipment in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. The District does not require that Consultant use the District facilities, space, or equipment to perform the Services required by this Agreement, except as may be specifically provided elsewhere in this Agreement. Further, if in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant and shall have at all times the required licenses in good standing as may be required under California law. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel and sub-Consultants. Moreover, nothing in this Agreement shall be construed as to create an

exclusive relationship between the District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

6. Licenses, Permits, Etc.

In addition to the representations and warranties set forth in paragraph 3 of this Agreement, Consultant represents and warrants to the District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all of the Services under the Agreement. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement all licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

7. Time.

Consultant shall devote such time to the performance of the Services under this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement.

8. Consultant is Not an Agent.

Except as the District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind District to any obligations whatsoever.

9. Assignment Prohibited.

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

10. Ownership of Work Product.

The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term “information” shall be construed to mean and include: files, documents, writings, handwritings, typewriting, printing, photo-stating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.

11. Standards of Care and Performance.

Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not establish specific standards and/or requirements, then Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant’s profession in California. All products or services of whatsoever nature which Consultant delivers to the District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant’s profession. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from the District of the desire of the District for the removal of such person(s).

12. Termination for Convenience.

The District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to Consultant. In the event the District shall give such notice of termination, Consultant shall immediately cease rendering Services pursuant to this Agreement. In the event the

District shall terminate this Agreement: Consultant shall promptly deliver to the District copies of all information prepared pursuant to this Agreement. The District shall pay Consultant: (1) the hourly rates set forth in Attachment "B" for all those hours worked up to the notice of termination; and (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Services of the Consultant under this Agreement. The District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to the District such financial information as necessary in the judgment of the District before termination, and the decision of the District shall be final. The foregoing is cumulative and does not affect any right or remedy which the District may have in law or equity. All monies payable by the District under this paragraph are subject to the right of the District to audit all requests for payment, including the books and records of the Consultant in connection therewith.

13. Defense, Indemnity and Hold Harmless.

Consultant shall defend, indemnify, and hold the District harmless (including its inspectors, project managers, trustees, officers, agents, members, employees, affiliates, Consultants, sub-Consultants, attorneys, and representatives), and each of them, of and from, any and all demands, suits, causes of action, actions, proceedings, damages, costs, expenses, attorneys' fees, Consultant/expert fees, losses, and/or liability, in law or in equity, of every kind and nature whatsoever, arising out of, or in connection with, Consultant's performance under and/or in connection with this Contract, including, but not limited to: (1) Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable; (2) Any and all penalties threatened, sought, or imposed on account of the

violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant; (3) Alleged infringement of any patent rights which may be brought arising out of Consultant's design; (4) Consultant's failure to fulfill any of the provisions set forth in this Agreement; (5) Failure of Consultant to comply with the provisions of this Agreement relating to insurance; and, (6) Any violation or infraction by of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees. The indemnities set forth in this paragraph shall not be limited by the insurance requirements set forth in this Agreement and shall survive the full performance, termination, and/or breach of this Agreement. Consultant's indemnification of the District shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, Consultants and sub-Consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant. The language of this paragraph is meant to provide the District with the broadest possible rights, and the Consultant with the broadest possible obligations, but in each instance not greater than, what is permitted by California Civil Code Section 2782 et. seq.,

14. Nondiscrimination.

Consultant, with regards to the Services performed by it after award and before completion of the Services pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

14.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for Services to be performed under any subcontract,

including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

14.2 Information and Reports: District shall have absolute right to review and audit all Consultant records, books, papers, documents, corporate minutes, and other pertinent items related to the provision of Services as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of Services provided under this Agreement. Consultant shall give full cooperation, in any auditing or monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the District.

14.3 Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the District shall impose such sanctions as it may determine to be appropriate including, but not limited to: (a) Withholding of payments to Consultant under this Agreement until Consultant complies; and/or (b) Termination of this Agreement, in whole or in part.

14.4 Incorporation of Provisions: Consultant shall include the provisions of every subpart in section 14, in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify the District of such litigation, threatened or otherwise, and may request that the District enter such litigation to protect the interests of District.

15. Insurance Requirements.

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of Consultant's Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all sub-Consultants to maintain insurance as set forth below:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice, unless waived in writing by the District.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

- 1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers; Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

C. Claims-Made Forms: If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the completion of Consultant's Services under this Agreement. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

D. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District.

E. Other Insurance Provisions: The policies are to contain, or be endorsed to contain the following provisions:

1) General Liability and Automobile Liability Coverages:

a) Consultant's insurance coverage shall be primary insurance with respect to the District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

b) The District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to the District, its officers, board members, officials, employees, agents or volunteers.

c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, board members, officials, employees, agents and volunteers.

d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages: Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the District. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles

or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to the District and the District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided, however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

F. Self-Insured Entities: The District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify the District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat the District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering the District for all Services performed and/or Services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance. Before performing any Services under this Agreement, Consultant shall provide the District with executed endorsements, as the District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

16. Compliance with Laws.

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County where the projects are located.

17. Integration.

Along with Attachments “A” through “G” to the RFP for AOR and DSA Closeout Certification Services, and Exhibits “A” and “B” hereto, all of which are incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. It shall be read as a whole.

18. Conflict.

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the other documents incorporated herein, or any other document hereafter included herein, the provisions of this Agreement shall govern.

19. Amendments.

This Agreement may be amended on the joint written consent of the Parties.

20. Notices.

Any notices to Parties required by this Agreement shall be delivered, faxed or mailed, U.S. First Class postage prepaid addressed as follows:

COMPTON COMMUNITY COLLEGE DISTRICT
Felipe Lopez
Chief Business Officer
1111 E. Artesia Blvd
Compton, CA 90221

Consultant Name

Consultant Address

Consultant Address

Phone:

Fax:

Social Security/Federal ID # _____

Check One: Sole Proprietorship Partnership Corporation

Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

21. Claims Resolution

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by mediation under the Construction Industry Mediation Procedures of the American Arbitration Association. If a Party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference or if a Party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled by the filing of a civil action in Superior Court. The prevailing party shall be entitled to recover its attorney's fees and costs from the other party.

22. No Limitations on Consultant Liability.

Notwithstanding any express or implied language to the contrary, there shall be no limits on the District's ability to recover damages from Consultant in the event of any claim, action, lawsuit or other legal action by the District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

23. Solicitation.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making this Agreement. For breach or violation of this warranty, the District shall have right to annul this Agreement

without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, contingent fee, and/or any other damages incurred thereby as permitted under the law.

24. Successors in Interest

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

25. Agreement Not Effective Unless Board Approved

This Agreement is not effective for any purpose unless and until approved and/or ratified by the District's Board of Trustees.

26. Changes, Modifications and Amendments to this Agreement.

Any work or services that Consultant contends is beyond the scope of this Agreement must, before any performance of such work or services, be set forth in writing by the Consultant and approved by the District's Special Trustee. If not, Consultant irrevocably concedes that such work or services is encompassed as part of the original Scope of Services required to be performed hereunder. Further, there are no exceptions and there shall be no oral or verbal amendments, changes or modifications to this Agreement. No one representing the District has any authority to agree to any amendments, changes or modifications to this Agreement, whether oral, verbal or in writing. The only person authorized to bind the District to any amendments, changes or modifications to this Agreement is the District's Special Trustee, and then only in writing and approved by the Special Trustee.

27. All Laws Applicable to this Agreement form a Part Hereof.

All laws, rules and regulations, of any and all kind that are required by law to be a part of this Agreement are hereby expressly incorporated herein as a part hereof whether expressly set forth herein or not.

IN WITNESS WHEREOF, the Compton Community College District, a locally governed public agency, has executed this Agreement and Consultant has caused this Agreement to be duly executed.

COMPTON COMMUNITY COLLEGE DISTRICT, a local agency

Date: _____

By: _____
Thomas Henry, Special Trustee

Consultant Name

Date: _____

By: _____

Consultant Signer

EXHIBIT “A”
Scope of Services Further Defined

Consultant shall perform all work and labor, whether mental, physical or a combination thereof as an Architect of Record (“AOR”) to achieve a Letter 1 Closeout Certification from the Division of State Architect’s Office (“DSA”) regarding:

(1) the following projects: The Major League Baseball Urban Youth Academy project; the Math/Science Building project; the Vocational and Technology Building project; the Stadium Lighting project; the Children’s Development Center project; and the Library & Learning Resource Center project; and

(2) all of the projects currently existing on the District’s campus at 1111 E. Artesia Boulevard, Compton, California 90221, whether completed or not, that the DSA records show as not having a Letter 1 Closeout Certification. Consultant shall consult DSA records to determine which projects these are and prepare a list thereof for the District identifying all such projects.

Regarding all projects described above, the Consultant shall be responsible to:

- (A) identify in report form the current status of all projects with DSA and advise the District what requirements need to be met to obtain a Letter 1 Closeout Certification for all projects;
- (B) prepare a detailed closeout Services plan and projected budget, including without limitation, cost and time projections for the Consultant’s Services, required to obtain a Letter 1 Closeout Certification for each Project;
- (C) identify in report form for the District any remaining construction work that is needed for each project to obtain a Letter 1 Closeout Certification for each project;
- (D) prepare all necessary drawings (schematic, design development,

and/or construction documents) specifications, and general and/or special conditions so that such work can be accomplished by a completion contractor(s);

- (E) prepare a detailed cost and time projections for the completion work for each project to obtain a Letter 1 Closeout Certification for each Project;
- (F) serve as the District's representative and point person in the negotiation, award and administration of all completion contracts through the completion of such work for all projects;
- (G) obtain all governmental approvals for such completion work, including without limitation a Letter 1 Closeout Certification from DSA for each project;
- (H) advise and assist the District in any negotiations, mediations, arbitrations, and/or litigations against third parties regarding the recovery of damages by the District from third parties who may have been responsible for originally providing services and/or work for a project which is the subject of this Agreement;
- (I) prepare all reports, letters, communications, meeting minutes, and attend all meetings, Staff and Board presentations, required to effectuate the ultimate goal of this Agreement which is a Letter 1 Closeout from DSA for each project encompassed by this Agreement;
- (J) performing all other services required by this Agreement, either expressly or implicitly, to achieve the ultimate goal of this Agreement which is a Letter 1 Closeout from DSA for each project encompassed by this Agreement; and
- (K) any other services as otherwise agreed in writing between the parties and approved by the District's governing board.

EXHIBT “B”

Amount and/or Rate of Compensation

[TO BE INSERTED AFTER NEGOTIATIONS]