

**PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of October 14, 2008**

ITEM # 25

(resubmitted for the 10/28/08 meeting.)

ITEM TITLE:

Consider Approval of Agreement for Program Support Services District-Wide with B-G Consulting Company

SPECIFIC BOARD ACTION REQUESTED:

Approval is requested for the Chancellor to enter into an agreement with B-G Consulting Company to provide program management support services District-Wide, in the not-to-exceed amount of \$139,200.

ITEM SUMMARY:

The scope of services includes but is not limited to:

- Assist with the proper scoping and planning for projects
- Detailed budgeting
- Create formal budget transfer process
- Improve contract language and scoping
- Assist with writing and negotiating contract agreements
- Create procedure manual
- Assist with creating standard and guidelines
- Improve bidding protocols

BACKGROUND/ANALYSIS:

Approval will allow B-G Consulting Company to continue the executive program support that the firm is currently providing under an independent contract. The term will be September 10, 2008 to June 30, 2009. Based on relevant experience as Director of Construction for Foothill-De Anza Community College District, B-G Consulting Company provides bond program management expertise to the Peralta Community College District (résumé attached).

ALTERNATIVES/OPTIONS:

Not applicable.

EVALUATION AND RECOMMENDED ACTION:

Approval is recommended for an agreement with B-G Consulting Company to provide program management support services District-Wide, in the not-to-exceed amount of \$139,200.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 05/06-45, Exhibit A-1, District-Wide, support services for the "acquisition, construction, repair, refurbishment, equipping, upgrading, and modernization of classrooms, campuses, buildings, facilities, and grounds throughout the District."

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ NO X

COMMENTS:

No additional comments.

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

Vice Chancellor Ikharo

DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES _____ NO X

IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: Sadiq B. Ikharo Date: October 14, 2008
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

DOCUMENT PRESENTED BY:

Sadiq B. Ikharo Date: October 14, 2008
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Thomas Smith Date: 10.7.08
Thomas Smith
Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: Thuy T. Nguyen Date: 10/7/08
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: Elihu Harris Date: 10/6/08
Elihu Harris, Chancellor

PERALTA COMMUNITY COLLEGE DISTRICT

333 EAST EIGHTH STREET
OAKLAND, CA 94606

AGREEMENT FOR PROFESSIONAL SERVICES DISTRICT - WIDE

CONSULTANT: B - G CONSULTING COMPANY
435 Hillway Drive
Emerald Hills, California 94062

I. SCOPE OF THE SERVICES

The Services to be rendered ("**Services**") under this Purchase Order ("**Order**") consist of: Work as directed by Vice Chancellor Sadiq B. Ikharo and DGS staff as an executive team member to create a process for continuous improvement for the bond program. Duties will include but not limited to:

- Assist with the proper scoping and planning for projects,
- Detailed budgeting
- Create formal budget transfer process
- Improve contract language and scoping
- Assist with writing and negotiating contract agreements
- Create procedure manual
- Assist with creating standard and guidelines
- Improve bidding protocols

II. COMPENSATION FOR SERVICES

Consultant's total compensation for Services performed under this Order is \$150.00 to be paid as:

per attached schedule of rates and charges, with a guaranteed not to exceed price of \$139,200.00

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the services by September 10, 2008 and complete the Services by: June 30, 2009 or until allocated funds are exhausted.

IV. TERMS AND CONDITIONS

- (1) Consultant shall perform the Services in accordance with the terms and conditions of this Order, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. Consultant has read, negotiated and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.
- (2) Order number must appear on all invoices and correspondence. Send invoices in duplicate to Peralta Community College District, 333 East Eighth Street, Oakland, CA 94606 immediately upon performance.
- (3) Changes made to printed Terms and Conditions on this Order are null and void unless approved in writing by the District Project Manager and General Counsel.
- (4) Consultant must comply with Appendix A and insurance compliance.
- (5) This instrument is void to the extent it requires payment by the District of more than \$ 139,000.00.

CONSULTANT


Signature here

9-30-08
Date

Davidette Breso-Cow
Print Name

9-30-08
Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

B - G Consulting Company
435 Hillway Drive
Emerald Hills, California 94062

PERALTA COMMUNITY COLLEGE DISTRICT

Approved as to form and legality this _____, 2008.

Elihu Harris
Chancellor

Signature

Thuy Thi Nguyen
District Counsel

Signature

District Resolution No. _____

THIS AGREEMENT SHALL NOT BE VALID OR
EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL
SIGNED BY THE DISTRICT COUNSEL.

REQUISITION NO. _____ DATE _____

BY _____

DO NOT SUBSTITUTE

GENERAL TERMS AND CONDITIONS

1. Purchase Order ("Order") Force and Effect. District is not responsible for services rendered without the authority of an Order on this form. This Order shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Order (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. No modification of this Order shall be effective unless it is in writing. This Order shall supersede all other prior purchase orders and agreements between Consultant and District with respect to the work and services described herein. This Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Order are for convenience only and do not affect the construction of this Order.
2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("**Services**") under this Order. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Order without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Order, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Order unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Order.
3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Order, and invoices, payrolls, records and all other data related to matters covered by this Order. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Order shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
4. Independent Contractor. Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Order. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as District's responsibility.
5. Indemnity/Liability. To the extent of its proportionate fault and permitted by law, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together "**Indemnitees**"), from and against any and all claims and liability of any type resulting from Consultant's negligent performance of this Order. Defense counsel retained under this section shall be subject to the Indemnitees's reasonable approval. Notwithstanding any provision of this Order, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Order or the Services. The Indemnitees's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Order. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.
7. Confidentiality. Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Order for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Order. These conflict of interest, confidentiality and

future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.

8. Ownership of Results. Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Order shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. With District's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Consultant's standard details and proprietary design instruments of service (not specific to this Project), however, District shall have only a non-exclusive but otherwise unrestricted license to use the materials on the Project.
9. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.
10. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its costs expended up to the termination plus reasonable profit thereon only in the event District terminates this Order for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Order in whole, or from time to time in part, for default, should Consultant commit a material breach of the Order, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Order for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Order. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
11. Execution; Venue; Limitations. This Order shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

INSURANCE

- A. Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$2,000,000** general aggregate and **\$1,000,000** each occurrence, subject to a deductible of not more than **\$10,000** payable by Consultant.
- B. Business automobile liability insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$10,000** payable by Consultant.
- C. Workers' Compensation Employers' Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- D. Professional Liability Insurance with limits not less than **\$2,000,000** each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed **\$10,000** for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.
- E. Insurance policies in Appendix A shall contain an endorsement containing the following terms:
 - 1. PERALTA COMMUNITY COLLEGE DISTRICT and their respective affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 2. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.
 - 4. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- F. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause E.3 above.



B-G CONSULTING COMPANY

435 Hillway Drive

Emerald Hills, CA94062

Phone 650-400-2176

E-Mail: b_gconsult@yahoo.com

August 21, 2008

**Peralta Community College District
333 East 8th Street
Oakland, Ca 94060**

PROPOSAL FOR SERVICES

Project: Peralta Bond Programs

Contract Title: Executive management oversight for bond Programs.

Period of Time: September 10, 2008 to June 30, 2009

Scope of work: This is an on-going process of improvement throughout the entire bond program; I believe my expertise can improve the following procedures:

Personnel: Work as an executive team member to create a process for continuous improvement and the commitment to excellence.



Page 2...

Program Mobilization:

- Proper scoping and planning for projects
- Detailed budgeting
- Create a formal budget transfer process
- Master Planning Assistance
- Work with team on improved contract language
And scope
- Develop a full overhead budget

Procedures & Controls:

- Procedure Manual
- Assistance in Standards/Guidelines
- Bidding Protocols
- Design Management Assistance
- Consultant contract negotiations and writing
- Project Delivery Systems and Options
- Strategic Planning
- Work with the Primavera scheduling and
Contract management systems
- Financial reporting and controls
- Construction Management plans
- Quality Control
- Safety Processes
- Space Planning

Cost of Work:

Charged at the rate of \$150.00/hour with an amount not to exceed \$139,200.00 This includes a change from three days per week to two days per week starting January 1, 2009
Billings to be submitted on an hourly basis.



Page 3

Monthly reports of activities will be supplied.

Respectfully submitted,
B-G CONSULTING

Claudette Brero-Gow

Claudette Brero-Gow

435 Hillway Drive
Emerald Hills, CA 94062

Phone 650-298-0091
E-Mail: jaguarweber@yahoo.com

Summary of Qualifications

Accomplished Executive with diverse experience in Ownership Positions, Construction and Construction Management. Extensive background in leading and directing some of the largest construction and development projects in Northern California which have included public, private, educational, and non-profit organizations. Known for founding the largest woman owned construction firm in the United States. The growth of Brero Construction attained ranking in local, state and national surveys. Recognized with over 23 awards for excellence in construction and management, e.g.: Inc Magazine Entrepreneur of the Year and National Woman Contractor of the Year.

Business Dev. Plans
Financial Foresight
Strategic Management

Executive Leadership
Operation Systems
Public Speaking

Construction Management
Development/Research
Construction Operations

Professional Experience and Accomplishments

Foothill/De Anza Community College, Los Altos Hills, CA 2001-...
Director of Construction for Foothill College, De Anza College and the FHDA District on a bond program that exceeds \$300,000,000. Created a best practices program that included the fiscal responsibility oversight called for in a Public Agency. Managed program, design and construction of over 100 project sites, resulting in a number of award winning buildings. Managed a number of new LEEDS certified building including a Platinum Rated Environmental Studies Facility. Negotiated and managed major contracts with architects, construction managers, contractors, and inspection services. Spokesperson at Board of Trustee Meetings and specialized finance and audit meetings. Attend major construction management issues and changes to schedule and dollar values. Oversight of budget control for projects. Projects including Theaters, Science, Student Services, Auditoriums and a variety of classroom buildings. Other projects include new central power plants, photovoltaic sites, co-generation plants, and utility infrastructure requirements

Swinerton Management & Consulting, San Francisco, CA 2000-2001
Operations Manager and Project Executive for the Northern California Division of construction management and related services, i.e." Site Assessments, Claims, Specific Estimate and Schedule Project, Enhancement of Various Owners Representatives, as well as full program management and construction management packages including a variety of project delivery systems. Projects included civic centers, office buildings, hospitals, libraries, parking garages, and other major private and public development programs.

San Jose Redevelopment Agency, San Jose, CA 1997-2000
Director of Architecture and Construction. Largest redevelopment agency in the US. Supported unique and innovative architectural and building programs, which included projects from small infrastructure upgrades, to large building programs, to a major park and flood control program. Total projects in design or construction were in excess of \$1,000,000,000 at any given period. Managed staff of over 30 people. Coordinated design/construction portion of one year and five year budgets. Worked collaboratively with other directors on Operational Issues. Re-organized the division, saving over \$500,000 annually. Negotiated claims and avoided legal actions while achieving a savings of over 1.7 million. Projects included; The Tech Museum of \$100 million, Historic Building renovations including the largest historic building move of its type in the United States, completed the Repertory Theater and Mexican Cultural Heritage Gardens of over \$60 million. Worked together with the Corps of Engineers, San Jose Water District and the City of San Jose on a flood control and park program of over \$360 million.

Brero Construction, Inc. Santa Clara, CA 1980-1997
Founded and operated this commercial general building construction firm with \$2,500 capital and built it into the largest woman owned construction business in the United States with over 250 employees and annual volume of over \$38,000,000. Created one of the lowest turn over rates in the industry through attentive management policies and practices. Built over 500 structures including office building, hotels, housing, retail, educational, prisons, hospitals and transit facilities.

Misc. Entrepreneurial Efforts:

Millwork manufacturing and contracting firm; specialty coating contractor, paint manufacturing firm; restaurant; and small transit company.

Other Activities:

Speaker at the World Federation of Super Projects in Paris, France

Member of the first panel for The Center for Creative Leadership
In Excellence in Entrepreneurship

Articles in World Reports, Newsweek, F.W. Dodge, Hispanic Business

TV appearances on local and national stations

Founding member of the Hispanic Business Women's Association

Senior member of the American Leadership Forum

Leader of State Building Division for Associated General Contractors

Speeches at Stanford University, San Jose State and Santa Clara University

Keynote Speaker at Foothill/De Anza Community College graduation