

## **Board of Trustees Agenda Item**

**Board Meeting Date:** July 2, 2012

**Title of Item:**

Gilbane-MAAS Design, Construction, & Project Management Agreement for Services,  
July 1, 2012 through June 30, 2013

**Background and Analysis:**

District staff has conducted detailed contract negotiations with Gilbane-MAAS regarding proposals from Gilbane-MAAS for design, construction, and project management level support for the Measure C Bond Program.

Based on those negotiations, hourly rates for certain individuals were raised incrementally due to their increased level of responsibility. Other hourly rates remained the same as they have been for the three prior contract years.

This agenda item presents the negotiated agreement for Gilbane-MAAS - Design, Construction, and Project Management services for the Measure C Bond Program for the period of July 1, 2012 through June 30, 2013 in the amount of \$3,334,734. This amount is within the Measure C allocated budget for these services.

**Recommendation:**

Charles Allen, Executive Director of Facilities, Operations, and Construction Management recommends approval of the negotiated agreement for Measure C Construction Management Services from Gilbane-MAAS.

Submitted by:	Charles Allen
Additional contact names:	Shirley Treanor, Donna Jones Dulin, Tom Armstrong, Art Heinrich
Is backup provided?	Yes

# **Standard Form of Agreement Between Owner and Consultant**

AGREEMENT made as of the 3<sup>rd</sup> day of July in the year of Two Thousand Twelve.

BETWEEN the Owner:

**Foothill-De Anza Community College District**  
12345 El Monte Road  
Los Altos Hills, California 94022

And the Consultant:

**Gilbane Building Company**  
1798 Technology Drive, Suite 120  
San Jose, CA 95110

and

**MAAS Companies, Inc.**  
18662 MacArthur Blvd., Suite 200  
Irvine, CA 92612

FOR the Following Services:

Design management, construction management and project management services.

FOR the Following Program/Project:

Foothill - De Anza Community College District Measure C Bond Program projects.

## **TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND CONSULTANT**

### **ARTICLE 1**

#### **CONSULTANT'S RESPONSIBILITIES**

- 1.1 The Consultant's Basic Services consist of those services performed by the Consultant, Consultant's employees and Consultant's consultants as enumerated in Articles 2 and 3 of this Agreement. The term Program and Project are interchangeable within this Agreement.
- 1.2 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Consultant shall submit for the Owner's approval a schedule for the performance of the Consultant's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- 1.3 The Consultants services shall be performed in character, sequence, and timing so that they will be coordinated with those of the Owner and all other consultants for the Project.

- 1.4 The Consultant shall provide progress copies of reports, and other necessary information to the Owner and other consultants. If the Consultant becomes aware of any defect in the Work, prompt written notice thereof shall be given to the Owner by the Consultant.
- 1.5 The Consultant shall not be responsible for the acts or omissions of the Owner, the Owner's other consultants including Design Professionals, the Contractor(s), the Subcontractors, any of their agents or employees, or any other persons performing any of the work who are not under direct supervision of the Consultant.
- 1.6 The attached Estimated Resource Schedule - Exhibit C reflects the level of staff that will be provided under this agreement organized as indicated in the Organization Chart - Exhibit A. This contract represents the scope of services and compensation for those specific design phase management and construction phase management services identified herein for the term of this Agreement. The staffing resources required to provide services noted herein are estimated based upon the current schedule and scope of work as it is understood at this time. The resources identified in Exhibit A - Master Program Organizational Chart may not be sufficient to provide all of the services required to the level that may be determined to be necessary at a later date. The compensation in this Agreement represents the compensation required for the resources identified in Exhibit C - Estimated Resource Schedule and the scope of services identified herein.

## **ARTICLE 2**

### **SCOPE OF CONSULTANT'S BASIC SERVICES**

- 2.1 In keeping with the Owner's desire to promote accountability, efficiency and cost effectiveness, the Consultant shall provide system-wide coordination and oversight of all capital improvement projects, and selected maintenance and scheduled maintenance projects performed under the Measure C Program. In compliance with all California government codes and regulations applicable to community college districts, the Consultant shall ensure proper oversight of the work and maximize value to the Owner through effective design, construction and project management execution.

The Consultant shall provide full service design phase management, construction phase management and project management services including, but not limited to, the following:

- 2.1.1 Work in harmony with the Owner, Colleges, Architect / Engineering firms, Design Consultants, other Consultants and Contractors. Responsible for interdisciplinary coordination and communication, and for the establishment of consistent data formats and controls.
- 2.1.2 Support the Program Manager to develop and present reports regarding Bond Program projects to the Board of Trustees, Audit & Finance Committee, the District Administration, Colleges, Community, and any appropriate Citizens Oversight Committees at a frequency pursuant to the Measure C Exhibit E - Communication Matrix. This includes a detailed Quarterly Report in a format acceptable to the Owner, Colleges, and the

Board of Trustees. Support the Program Manager in providing quarterly cash flow projections for the Owner's use in budgeting and financial planning.

- 2.1.3 Establish and maintain all project budgets and cost-loaded Master Schedule for each college. This is to be accomplished through the implementation of a budget/cost and schedule management system designed to meet the objectives of the Bond Program. Budgets and Schedules shall be updated monthly after each Board of Trustee meeting.
- 2.1.4 Provide and maintain project level reports for:
  - Budgeting and contingency tracking
  - Contract payment status
  - Cash flow forecasting and analysis
  - Other financial reporting as necessary to support the Owner's accounting needs
- 2.1.5 Provide and maintain construction cost accounting software capable of providing management reports listed in Exhibit D – Reporting Matrix. This software is to be available for both Owner and the Consultant's staff. The Program Manager will provide accounting staff to perform all routine accounting tasks. Consultant's staff will work with Program Management and the Owner by providing updated budgets, costs (including projections of spending), and other project-specific accounting needs. The Owner will provide an Accounting Supervisor to oversee the Measure C accounting activities and will assign a District accounting staff as needed.
- 2.1.6 Program Management will provide and maintain a computerized, integrated and web-based interactive Program Management Information System, including all required Information Technology systems hardware, software, training and maintenance. Project staff will facilitate the use of, maintain, and update this secure website for communication of project information between the Owner, Consultant, design professionals and contractors associated with the Project.

Features shall include the following:

- Web Browser independent interface in which client installation is not required and can be accessible from any computer
- SSL Encryption for secured data exchange between the browser and server
- Light weight web application to provide for a fast application
- Auditing capabilities to record all actions performed on each document with a time/date stamp and user details
- Process Flow is automatically defined based on organizational structure
- Customizable with the ability to add fields or completely new documents, custom labels, priorities, etc.
- Keyword Search to find documents quickly
- Printer friendly HTML Reports exportable to PDF or other file types as necessary
- Central storage Document Repository with print, export and search capabilities
- Permissions are assigned to organizations and users
- Job photos from daily logs are stored in a central repository for quick reference

- Has the ability to support the following types of documents:
  - \* RFIs
  - \* Submittals
  - \* Change Orders
  - \* Extra Work Orders
  - \* Design Clarification Memos
  - \* Quality Inspections
  - \* Job Site Photos
  - \* Customized Documents
  - \* Supplemental Instructions
  - \* Memos
  - \* Daily Logs
  - \* Meeting Scheduler
  - \* Meeting Agendas
  - \* Meeting Minutes
  - \* Specifications
  - \* Drawings
  - \* Schedules
  - \* Requests for Clarification

Information maintained on this website shall include, as a minimum:

- Project directory for all projects and participants
- Project Expenditures - anticipated, pending and awarded
- Budget and actual cost status, including potential changes
- Project Schedules
- Meeting minutes
- Request for Information (RFI) items and RFI Logs generated via RFI's supplied by the various General contractors during the Construction phase
- Submittals and Submittal Logs itemizing required submittals and material/ product lead times provided by the Contractors.
  - Supplemental Instructions and Supplemental Instruction Logs generated via RFI's supplied by the various General contractors during the Construction phase
  - Labor Compliance Reports
  - Inspector of Record Reports
  - Rolling completion list

- 2.1.7     Oversee the document control management system to ensure all documents are properly handled, maintained and archived.
- 2.1.8     Maintain all records, correspondence, contracts, technical studies, and other related documents which will remain the property of the Owner.
- 2.1.9     Provide assistance in ensuring projects within the Measure C Bond Program adhere to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, California Environmental Quality Act (CEQA), and Regional Water Quality District laws, local County Environmental Health Departments, local Fire Departments, and all applicable regulations and rules without assuming the liability of or for the Owner. This includes Consultant review and oversight of the implementation of storm water pollution prevention plans by others and other environmental impact mitigation requirements.
- 2.1.10    The Owner will provide an Environmental Implementation Plan that will contain outlines of proposed program policies and procedures. Consultant will work with the Owner to review detailed project plans to validate these Environmental Implementation policies and procedures meet the intent of applicable environmental requirements without assuming the liability of or for the Owner, and, that they are followed by the Consultant's staff and the contractors they oversee for each project.

- 2.1.11 Assist the Program Manager, Owner and their consultant's efforts relative to the enrollment into, and implementation of, energy conservation and rebate programs such as PG&E's CCC-IOU and Savings by Design.
- 2.1.12 Provide Construction Management staff who are USGBC LEED-accredited Professionals to support the Measure C Program and the District's pursuit of maximizing sustainable design and construction goals.
- 2.1.13 Provide services to assist the Owner in reaching decisions regarding sustainability issues and appropriate LEED's goals for each project to ensure compliance with LEED certification standards.
  - Attend LEED Design Charrettes and assist in identification/evaluation of Green products and materials and for development of LEED criteria for point requirements necessary to submit for the Owner's desired LEED certification goals.
  - Coordinate with Architects and other consultants on the LEED certification program through planning, design, construction and close-out for required projects.
- 2.1.14 Facilitate Condition Assessment process by working with the Owner's District Facilities personnel and consultants to perform in-depth field reviews of planned improvement areas to evaluate utility systems (plumbing, HVAC, electrical, control, telecommunication/data, etc.).
- 2.1.15 Develop and maintain for each project, a comprehensive schedule that establishes and reports the status of pre-design, design, construction and post construction progress for each project. This is to include detail such as milestones and key activities to track project progress.
- 2.1.16 Make recommendations where to seek non-customary levels of surveys, geotechnical studies or similar type investigations with particular attention to achieve proper coordination between individual projects. Special attention should be given to site suspected of possessing extensive existing underground utilities where there is a low tolerance for service interruptions to on-going owner operations.
- 2.1.17 Assist in the preparation of Request for Qualifications and Requests for Proposals for design and technical services in accordance with Owner's standard procedures and assist with the selection process. Advise on the timing and manpower levels required for the workload for each project. Work with the Owner to develop standard forms of agreements and contracts for professional firms in consultation with the Owner's legal counsel.
- 2.1.18 Provide oversight and coordination for Measure C Design and technical services contractors and other professional service providers.
- 2.1.19 Assist the Owner in: (a) development of pre-qualification criteria and the pre-qualification application; (b) development and implementation of a program to inform potential bidders of the pre-qualification process and to encourage potential General Contractors to engage in the pre-qualification process; (c) review and evaluation of responses to the pre-qualification application; and

- (d) recommendations to the Owner for selection of General Contractors deemed qualified to submit bid proposals subject to the pre-qualification process.
- 2.1.20 Develop and monitor implementation of the Quality in Construction (QIC) Plan for all Projects. Develop the QIC Plan at the inception of the project and monitor its' implementation throughout the course of construction. Manage the implementation of the QIC Plan with all contractors and report to the Owner monthly of project status.
- 2.1.21 Provide periodic plan reviews on Architect/Engineer progress design document submissions (SD's, DD's, and CD's) for adherence to defined project goals.
- 2.1.22 Review Architect/Engineer documents for plan completeness and constructability. The Consultant will provide a review of the documents and outline their findings in a report to the Owner. Consultant's services are not intended as a substitute for in-depth engineering or architectural reviews by licensed design professionals.
- 2.1.23 Participate in Value Engineering reviews at appropriate intervals of each project when required by specific design professional agreements. Track and document the reviews and each issue as they progress through to the final resolution.
- 2.1.24 Ensure that Design Professional and the Division of the State Architect interactions result in the Design Professional obtaining plan checks, approvals and close-out certification.
- 2.1.25 Provide review and analysis of cost estimates prepared by others for each project as required by the Owner at the conclusion of each of the following stages:
- Programming
  - Schematic Design
  - Design Development
  - Construction Documents
- 2.1.26 Perform Interdisciplinary Document Coordination Services for projects over one million dollars (\$1,000,000) in construction value. Consultant's Interdisciplinary Document Coordination Services are not intended as a substitute for engineering or architectural reviews by licensed design professionals.
- 2.1.27 Advise the Owner about phasing of projects and contracting strategy for the purpose of avoidance of cost overruns, duplication of effort, use of temporary facilities, and claims mitigation.
- 2.1.28 Advise the Owner in such matters as:
- Structure and implementation of appropriate delivery methods for individual projects
  - Swing space management and scheduling
  - Bid package structuring

- Value Engineering Options
- 2.1.29 Coordinate with Owner Purchasing Services to monitor and encourage bidder interest during the Projects' procurement phase.
- 2.1.30 Work with Owner's Purchasing Department for the following:
- Review Contract requirements.
  - Attend pre-bid conferences.
  - Invite Design Professionals to attend pre-bid conference.
  - At the request of the Owner, coordinate responses to questions from prospective bidders through the Design Professional.
  - Conduct additional bidder visits to the sites to facilitate their investigation of existing conditions.
  - Attend bid openings.
  - Support the Owner in reviewing bids and recommending award of contracts to the Board of Trustees.
  - Prepare and monitor status of Purchase Orders.
  - Initiate contractor pre-construction meeting and mobilization.
- 2.1.31 If, by operation of applicable law, construction of a Project is subject to a Labor Compliance Program requirements then the Consultant shall assist the Owner in overseeing the Owner's third party consultant who will be responsible to initiate and enforce the Labor Compliance Program for the Project.
- 2.1.32 Assist the Owner in ensuring contractor and vendor adherence to the Project Stabilization Agreement.
- 2.1.33 Provide construction management services as follows:
- Assign experienced, onsite construction superintendent(s) to ensure quality and conformance with contract documents by all contractors, including field activities. Document same through use of Superintendent's daily reports.
  - Schedule, conduct and document weekly or bi-weekly project meetings.
  - Monitor and evaluate the progress of the work relative to schedule. Review each projects schedule for acceptable sequencing, relationships and milestones to validate that they meet the Owner's schedule requirements.
  - Observe the work of all contractors for general conformance with quality control plans and conformance to contract requirements; work with Design Professionals and Owner to reject work that does not conform to quality and contract requirements.
  - Recommend to Owner appropriate courses of action when contract requirements are not fulfilled.
  - Assist Owner and Colleges to resolve project-related construction or construction-associated technical questions that arise during construction.
  - Coordinate contractor's activities with Plant Services and the College Facilities representatives when contractor's activities may affect campus operations. This includes, but is not limited to, the preparation of Utility Shut Down Requests, access and lift plans for cranes and material deliveries.
  - Assist the Owner in the claims resolution process if required.
- 2.1.34 Facilitate and manage approval and processing of applications by Contractors and Consultants for progress and final payments. Review the pay



applications monthly schedule updates to validate they meet the project requirements.

- 2.1.35 Review, evaluate, negotiate and document construction change management in a timely manner. Review all change order requests for compliance with contract documents and pricing accuracy. Cost effectiveness and budget control are a high priority in this process. Prepare all necessary approval documents including Board Action forms.
- 2.1.36 Accomplish the following project completion activities:
- Develop and execute a project specific close-out plan.
  - Review and confirm Inspector of Record and Design Professional's certifications regarding project completion, inclusive of punch list items.
  - Facilitate final inspections.
  - Obtain final release waivers, and consent of surety.
  - File the Notice of Completion for projects within 10 days of Project Completion with the County having jurisdiction for the specific College. Obtain information from Owner to assist in complete filing and submit copies to Owner. Submit Final Acceptance documentation to the Board of Trustees for approval.
  - Document final DSA approval.
  - Coordinate building and systems commissioning by commissioning agent and pertinent contractors when applicable.
  - Coordinate the scheduling of start-up and training programs for Owner administrative and maintenance/custodial staff for building systems and equipment when required and provided by the contractors. Provide documentation of all completed start-up and training programs via signed attendance sheets.
  - Receive and catalog project close-out documents: Delivery of as-built drawings, of warranties, and O&M manuals as required and provided by others.
  - Recommend release of final payment to all contractors, including release of retainage.
  - Commissioning: Coordinate Third Party Commissioning Agent and Contractor activities for projects that require commissioning. Facilitate efficient scheduling and communication to provide the earliest possible beneficial operation of the facility.
  - Insurance: Monitor Owner's insurance requirements for vendors and contractors monthly to ensure maintenance of insurance and bond coverage.
- 2.2 Term of Agreement: Services will commence on July 1, 2012 and continue until June 30, 2013. The District reserves the right to extend the services of this Agreement for an additional twelve (12) month period.. All terms and conditions of this Agreement will apply to the 12 month extension of services.
- 2.3 Project Staffing - The Consultant has worked with the Owner to determine the staffing resources needed to undertake the services as defined herein. The attached Estimated Resource Schedule - Exhibit C reflects the level of staff estimated to be provided under this Agreement to be sufficient to perform those specific program management, design phase management and construction phase management services identified herein for the term of the Agreement. The Owner reserves the right

to approve changes in staffing levels prior to implementation. The composition and experience requirements of the Core Staff positions are noted below. The Owner reserves the right to screen, approve, or reject applicants for the following Core Staff positions shown below:

- Senior Project Manager(s) – Individuals shall have at least 20 (twenty) years of construction experience with 10 (ten) years experience as a Project Manager on program or project of a similar size and scope in California. This is an on-site position as required by the owner for the duration of the program. The Consultant shall provide a Senior Project Manager for each campus (Foothill and DeAnza) that meet these minimum qualifications. The Senior Project Manager will be responsible for leading and managing all of the consultant efforts with regards to providing the services included this agreement on the specific campus to which they are assigned.
- Project Manager(s) – Individuals shall have at least 10 (ten) years of construction experience with 4 (four) years experience as a Project Manager on program or project of a similar size and scope in California. This is a full-time, on-site position. The Consultant shall provide Project Manager(s) for each campus (Foothill and DeAnza) that meet these minimum qualifications. The Project Manager(s) will be responsible for leading and managing the Consultant efforts with regards to providing Project Management, Design Management, and Construction Management efforts based on the outline of services included in this Agreement on the specific campus to which they are assigned.
- Associate Project Manager(s) – Individuals shall have at least 10 (ten) years of construction experience with 2 (two) years experience as either: a Construction Manager, Project Manager or Superintendent on program or project of a similar size and scope in California. The Consultant shall provide Associate Project Manager(s) for each campus (Foothill and DeAnza) that meet these minimum qualifications. The Associate Project Manager(s) will be responsible supporting the Project Managers, or, for managing the Consultant efforts with regards to providing Project Management, Design Management, and Construction Management efforts based on the outline of services included in this Agreement on the specific projects on the campus to which they are assigned.
- Senior Superintendent(s) – Individuals shall have at least 20 (twenty) years of construction experience with 10 (ten) years experience as a Senior Superintendent on program or projects of similar size and scope in California. This is a full-time, on-site position. The Consultant shall provide a Senior Superintendent for each campus (Foothill and DeAnza) that meet these minimum qualifications. The Senior Superintendent will be responsible for directly performing all construction related services to support the projects and will provide support for Superintendents working in conjunction with other members of the Consultant's team.
- Superintendent(s) – Individuals shall have at least 10 (ten) years of construction experience with 4 (four) years experience as a Superintendent projects of similar size and scope in California. The Superintendent will be responsible for daily observation of construction activities and the reporting of these activities to the parties that require it. Superintendent works directly with the Senior Superintendent and Construction Manager to ensure that the each project's

construction conforms to the project's construction documents and construction-related requirements.

- Scheduler – Individuals shall have at least the detailed background to understand and implement scheduling software and required programs to support the Project. The Scheduler will be responsible for updates to the Program and any Project level update as needed to plan and track each project's progress.

2.4 Fee management and reporting - The Consultant shall integrate and control its design management and construction management services to achieve the overall program fee agreed upon by Consultant and Owner.

- The overall Program fee shall be expressed as a percentage of construction costs when total Program construction management / design management fees are divided by total program construction costs. Currently, the overall Program's construction management / design management fees are established at a not-to-exceed rate of 9.5%, with the not-to-exceed fees for the Consultant set at 9.2% and the fees for the Owner's two (2) Project Manager's set at 0.3%. The goal is to reduce these rates further throughout the course of this contract.
- The Consultant shall track and summarize its' fees – both expended to date and projected estimate at completion values – in a monthly report, shall meet quarterly with the Owner to review the current project fees and the overall Program fee percentage, and will confer on and agree to methods to maintain the established fee percentages.
- The overall Program fee may be changed from time to time as agreed to in writing by the Owner and Consultant.

### **ARTICLE 3**

#### **ADDITIONAL SERVICES**

##### **3.1 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

The services described in this Article 3 are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraph 3.1.1, Section 3.2 or 3.3 may be provided if authorized or confirmed in writing by the Owner and Consultant.

3.1.1 If services are required that are not described as Basic Services, they may be Additional Services. The Consultant shall notify the Owner prior to commencing such services. If the Owner deems that such services described are not required, the Owner shall give prompt written notice to the Consultant. If the Owner indicates in writing that all, or part of, such Additional Services are not required, the Consultant shall have no obligation to provide those services.

3.1.2 If the Owner determines that the services noted by the Consultant are considered Basic services or are reasonably considered to be Basic services even though they are not specifically listed as such, the Consultant has legal

remedy to solicit compensation under Article 7. All contested work shall commence immediately and be resolved according to Article 7, if necessary.

- 3.1.3 The furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

### 3.2 CONTINGENT ADDITIONAL SERVICES

- 3.2.1 Providing services required because of significant changes in the Project including, but not limited to, size, schedule duration, quality, or complexity.
- 3.2.2 Providing services in connection with an arbitration proceeding or legal proceeding except where the Consultant is party thereto.

### 3.3 OPTIONAL ADDITIONAL SERVICES

- 3.3.1 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted practice.

## ARTICLE 4

### OWNER'S RESPONSIBILITIES

- 4.1 The Owner has provided full information regarding known requirements for the Program/Project, which shall set forth the Owner's objectives, and schedule.
- 4.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Program/Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 4.3 The Owner shall furnish the services, information, surveys, and reports of other consultants when such is reasonably required by the scope of the Project and is requested by the Consultant during the execution of this contract.
- 4.4 The services, information, surveys and reports required by the above Paragraphs shall be furnished at the Owner's expense unless otherwise specified, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof. If the Consultant becomes aware of defects in the design, drawings, specifications, or other contract documents prepared by others within 10 days of their receipt, or becomes aware of any defect in the Work, prompt written notice thereof shall be given to the Owner by the Consultant.
- 4.5 Prompt written notice shall be given by the Owner to the Consultant if the Owner becomes aware of any fault, failure, defect, or neglect of Consultant or in the services provided by Consultant hereunder; provided that the failure or delay by the Owner in giving such notice shall not constitute a waiver of any right or remedy of the Owner arising out of such fault, failure or neglect of the Consultant.

- 4.6 The Owner shall provide office space for the Consultant with data outlets and telephone access as described in Exhibit F – Field Office Support. The Owner shall provide one copier and one fax machine for each Consultant group at each campus, including copier and fax machine maintenance.

## **ARTICLE 5**

Construction Cost - Not Used

## **ARTICLE 6**

### **USE OF CONSULTANT'S REPORTS AND OTHER DOCUMENTS**

- 6.1 Ownership of any reports, or any supporting documents prepared by or on behalf of the Consultant under this agreement, inclusive without limitation, shall remain the property of the Owner. By this reference, the provisions of California Education Code §17316 are incorporated by reference herein in their entirety and references in said Section 17316 to "school district" shall be deemed to refer to the Owner. Upon the termination of this Agreement or the abandonment of all or any portion of the Project, the Owner may use any portion of the completed reports and other supporting documents completed at the time of termination or abandonment for any purpose, in the sole and exclusive discretion of the Owner. Consultant shall not, without the prior written consent and approval of the Owner which may be granted, withheld or restricted in the sole and exclusive discretion of the Owner, reproduce or otherwise use any documents owned by the Owner pursuant to this Agreement.
- 6.2 Due to risk of damage, anomalies in transcription and modification during use, whether intended or otherwise, it is agreed that the Consultant shall archive a copy of the electronic media transferred to the Owner, the contents of which it is expressly agreed shall be conclusive proof in all disputes over the content of electronic media furnished to the Owner. Hard paper copies of the information contained on the electronic media are available and their use is recommended. Use of the electronic media at the Owner's election shall be at the sole risk of the Owner.

## **ARTICLE 7**

### **ARBITRATION**

- 7.1 Continuation of Consultant Services. Except in the event of the Owner's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between Owner and Consultant hereunder, Consultant shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 7.2 All claims, disputes or other matters in controversy between Consultant and Owner arising out of or pertaining to the Project or this Agreement shall be submitted to a neutral mediator for resolution. If unsuccessful, then the matter shall be resolved by binding arbitration conducted under the auspices of the American Arbitration Association ("AAA") Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by the Consultant, the Project Manager if any, the Contractor or the Owner relating to the Project and arising in whole or in part out of this Agreement, Consultant and Owner agree that any

arbitration proceedings initiated between Consultant and Owner hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Consultant or the Contractor. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site.

- 7.3 In the event of any dispute between the parties which results in arbitration as per Article 7 above, the prevailing party is entitled to recover from the other party all reasonable costs and attorney's fees incurred in good faith.

## **ARTICLE 8**

### **TERMINATION, SUSPENSION OR ABANDONMENT**

- 8.1 This Agreement may be terminated by either party upon not less than (7) seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 8.2 If the Project or Program is suspended by the Owner for more than 60 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project or Program is resumed, the Consultant's compensation shall be equitably adjusted to provide for expenses incurred as a direct result of the suspension and the resumption of the Consultant's services.
- 8.3 This Agreement may be terminated by the Owner upon not less than 7 (seven) calendar days' written notice to the Consultant in the event that the Project or Program is permanently abandoned. If the Project or Program is abandoned by the Owner for more than 90 consecutive days, the Consultant may terminate this Agreement by giving written notice.
- 8.4 Failure of the Owner to make payments to the Consultant in accordance with this Agreement may be treated by the Consultant as substantial nonperformance and cause for termination. No failure on the part of either party of this Agreement to exercise its rights hereunder shall be or operate as a waiver, release or relinquishment of any rights or powers conferred under this Agreement.
- 8.5 If the Owner fails to make payment when due the Consultant for services and expenses, the Consultant may, upon (7) seven (calendar) days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. The Consultant shall not be held liable for any claims, liabilities, costs and expenses, damages or losses that may result from any such withholding of reports or other documents effected by this delay.
- 8.6 In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.
- 8.7 The Owner may, at any time, upon seven (7) calendar days advance written notice to Consultant terminate this Agreement for the Owner's convenience and without fault,

neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) calendar days after the date of the Owner's written notice to Consultant or such other time as the Owner and Consultant may mutually agree upon. In such event, the Owner shall make payment to the Consultant for services provided through the date of termination, plus actual costs incurred by Consultant directly attributable to such termination. This shall be the Consultant's sole remedy and consultant shall not be entitled to make any claims for lost profit, lost business opportunities, or any other claims of any nature.

## **ARTICLE 9**

### **MISCELLANEOUS PROVISIONS**

- 9.1 This Agreement shall be governed by the law of the principal place of business of the Owner, Santa Clara County, State of California.
- 9.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.
- 9.3 Owner and Consultant waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions of the Contract for Construction. The Owner and Consultant each shall require similar waivers from their contractors, consultants and agents.
- 9.4 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.
- 9.5 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.
- 9.6 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.
- 9.7 Insurance Requirements: The Foothill-De Anza Community College District shall be named as additional insured on all policies and certificates of Insurance, except Workers Compensation and Professional Liability, pertaining to this contract, through its completion. The Consultant shall take out and maintain:
  - A. Workers' Compensation Insurance in an amount adequate to cover all Consultant's employees and in accordance with current applicable law;

- B. Employers Liability in an amount not less than \$1,000,000;
- C. Commercial Liability Insurance for injuries including bodily injury, accidental death , or property damage to any one person in an amount not less than \$5,000,000, and with an aggregate policy amount of not less than \$10,000,000;
- D. Automobile Liability – Bodily Injury or Death per occurrence in an amount not less than \$5,000,000; with an aggregate policy amount of not less than \$10,000,000;
- E. Professional Liability (E&O) – in an amount not less than \$5,000,000 with an aggregate policy amount of not less than \$10,000,000.
- F. Builders Risk Insurance to be provided by others.

Consultant shall not commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by Owner:

- A. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to Owner stating date of cancellation or reduction. Date of cancellation or reduction may not be less the ten (10) days after date of mailing notice."
- B. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

9.8 Owner Insurance: The Owner shall endeavor to have its other consultants and contractors name Consultant as an additional insured on all policies and certificates of insurance pertaining to this contract, through its completion. Consultant shall coordinate requests for and receipt of these certificates from other consultants and contractors. The insurance policies and certificates shall attempt to track the requirements set forth in Paragraph 9.7, above.

9.9 Semi-annual performance review plan: Semi-annual performance reviews will be conducted based on the satisfaction rating given to the Consultant by the Owner. A performance review session with a cross section of Owner and College staff that is representative of those for whom services are provided will be conducted. This group will normally include the Vice Chancellor of Business, the Vice Chancellor of Technology, the Executive Director of Facilities, the Bond Directors, College Vice Presidents, and other key Owner and College personnel, Project Executives from Consultant, and Consultant Senior Project Managers.

The reviews will evaluate performance of Consultant's services in the following categories which will be revised as needed at the discretion of the Owner:

- 1. Responsiveness
- 2. Project Planning and Packaging
- 3. Financial Management
- 4. Schedule Management
- 5. Reporting
- 6. Quality Control



7. Safety
8. Communications
9. Project Closeout
10. Adequacy of responsiveness to previous performance reviews

9.10 Third Party Performance Reviews will be undertaken also at the request of the District. Gilbane-MAAS will cooperate fully and supply all necessary documentation to fulfill the requirements of Performance and Financial Audits.

## **ARTICLE 10**

### **PAYMENTS TO THE CONSULTANT**

#### **10.1 CONSULTANT BILLING**

- 10.1.1 Consultant Billings to Owner: During the course of providing Basic Services, Consultant shall submit monthly billing invoices to the Owner for payment of the Contract Price for Basic Services, authorized Additional Services and Reimbursable Expenses performed or incurred in the prior month. Consultant's billings shall be in such form and format as may be reasonably requested by the Owner.

#### **10.2 CONSULTANT PAYMENTS**

- 10.2.1 Owner Payments to Consultant: Within thirty (30) days of receipt of an approved Consultant's invoice, the Owner will make payment to the Consultant of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services and Reimbursable Expenses. No deductions shall be made or withheld from payments due Consultant hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the Owner from payment to the Contractor engaged by the Owner for the Project. The Owner may, however, withhold or deduct from amounts otherwise due Consultant hereunder if Consultant shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the Owner resulting there from.
- 10.2.2 Notwithstanding any provision of this Agreement to the contrary, if the Owner shall, in good faith, dispute the amount due Consultant under any billing invoice rendered by Consultant under this Agreement, pursuant to Civil Code §3320(a), the Owner may withhold from payment to the Consultant an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

## **ARTICLE 11**

### **CONTRACT PRICE & BASIS OF COMPENSATION**

#### **11.1 CONTRACT PRICE**

- 11.1.1 The cost of Basic Services included in the Contract Price is based upon the personnel hours as shown on Exhibit C – Estimated Resource Schedule to

be required to provide the scope of services defined in Article 2, multiplied by the applicable Hourly Rates for the Consultant's personnel as set forth in Exhibit B – Rate Schedule.

- 11.1.2 The Contract Price for this Agreement shall be as shown, billed hourly not-to-exceed:

Basic Services	\$ 3,101,651
CM/DM Staff Contingency (5%)	\$ 155,083
Reimbursable Expenses (Allowance)	\$ 78,000
TOTAL	\$ 3,334,734

## 11.2 HOURLY RATES

- 11.2.1 The Consultant's Hourly Rates for its personnel, or those of its sub-consultant(s), shall include direct personnel expenses and related costs for each person engaged on the project. The Hourly Rate is defined as the direct salary of each of the Consultant's or sub-consultant's personnel and the portion of the cost of their mandatory and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, training, pensions and similar contributions and benefits, overhead costs, markup of sub-consultant costs, and travel costs and insurance (not defined as Reimbursable Expenses). Overhead costs shall include those items indicated in Exhibit F – Field Office Support – as being provided by the Consultant.
- 11.2.2 The Consultant's Hourly Rates shall remain those listed in Exhibit B – Rate Schedule for the full term of this Agreement unless changes are mutually agreed upon by the Consultant and the Owner. Increases in Hourly Rates associated with promotions given to individuals while assigned to the Project may be made independently of the escalation factor stated below. Such increases shall be approved by the Owner.
- 11.2.3 For the term of this agreement, no escalation factors or hourly rate increases are allowed - except hourly rate increases as noted in Article 11.2.2 above for approved promotional increases when first agreed upon by the Owner.

## 11.3 REIMBURSABLE EXPENSES

- 11.3.1 Compensation for miscellaneous costs incurred in the interest of the Project shall be included in the Hourly Rate for Basic Services and Additional Services, as stated in Article 11.2 and on Exhibit B. The following costs are not included in the Hourly Rates and will be reimbursed to the Consultant if authorized by the Owner in advance. They are noted as a yearly, not-to-exceed allowance.
- 11.3.2 Costs of transportation for travel outside of a 75 mile radius from the Owners place of business for work-related business. The center of the radius would include both Foothill College and DeAnza College facilities.

11.3.3 Costs for additional insurance requested by the Owner for a specific reason in excess of Article 9.7.

11.3.4 Costs for project-related reproductions not possible with copy machines provided by Owner as indicated in Exhibit F

11.3.5 Costs for office copy paper and office supplies.

11.3.6 Costs for project-related overnight delivery services as indicated in Exhibit F.

#### 11.4 BASIS OF COMPENSATION

11.4.1 Basic Services: Payment will be made to the Consultant for actual personnel hours incurred by personnel of Consultant or sub-consultant in providing the Basic Services, multiplied by the applicable Hourly Rate as set forth in Exhibit B – Rate Schedule, not to exceed the Contract Price for Basic Services.

11.4.2 Additional Services: Payment for Additional Services authorized by the Owner will be made based upon the actual personnel hours incurred by personnel of Consultant or its sub-consultant(s) in providing authorized Additional Services, multiplied by the applicable Hourly Rate set forth in Exhibit B – Rate Schedule, not to exceed the Contract Price for Additional Services. If applicable rates for additional services are not included in Exhibit B, payment will be made based upon Consultant's or sub-consultant's standard rate schedule as approved by the Owner. Additional services must be pre-approved and a budget established to pay for these services.

11.4.3 Reimbursable Expenses: Reimbursable Expenses will be paid to the Consultant at actual cost, not to exceed the Contract Price for Reimbursable Expenses/Allowances.

### ARTICLE 12

#### INDEMNIFICATION

12.1 Hold Harmless and Indemnification. To the fullest extent permissible by law, except to the extent caused in whole or in part by indemnitee, the Consultant shall indemnify, defend and hold harmless the Owner and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (A) injuries or death of Consultant or Consultant's employees arising out of this Agreement; (B) injury or death of persons or damage to any property of any kind whatsoever and to whomsoever belonging; or (C) other costs or charges, to the extent the liabilities, damages and losses are caused by willful misconduct, recklessness, or negligence, including concurrent negligence, of the Consultant, Consultant's employees or Consultant's direct subconsultant. The foregoing shall include without limitation, attorney's fees and costs incurred by the Owner, and shall survive the termination of their Agreement until such claims, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

This indemnity agreement shall not be construed to limit the enforceability of other contractual provisions between the Owner and the Consultant requiring cooperation with the public agency regarding any claims by others.

It is the intent of the Owner that this indemnity agreement shall be a Type II (comparative/proportionate) agreement and not a Type I agreement, which would otherwise shift all indemnity obligations to the Consultant.

12.2 Owner Indemnity of Consultant. The Owner shall indemnify and hold harmless the Consultant from all claims arising for bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance), but only to the extent that they arise out of the willful acts, omissions or other conduct of the Owner/Owners' Agents/Owners' consultants, and/or the sole negligence of the Owner.

The Owner and Consultant agree as set forth above and this Agreement is entered into as of the day and year first written above.

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

**Charles Allen**

*Executive Director of Facilities, Operations, and Construction Management*

**GILBANE BUILDING COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Legal Name

\_\_\_\_\_  
Title

1798 Technology Drive, Suite 120  
San Jose, CA 95110

**MAAS COMPANIES, INC.**

\_\_\_\_\_  
Signature

**Lori O'Keefe**

*Vice President, Administration and Planning  
18662 MacArthur Blvd., Suite 200  
Irvine, CA 92612*

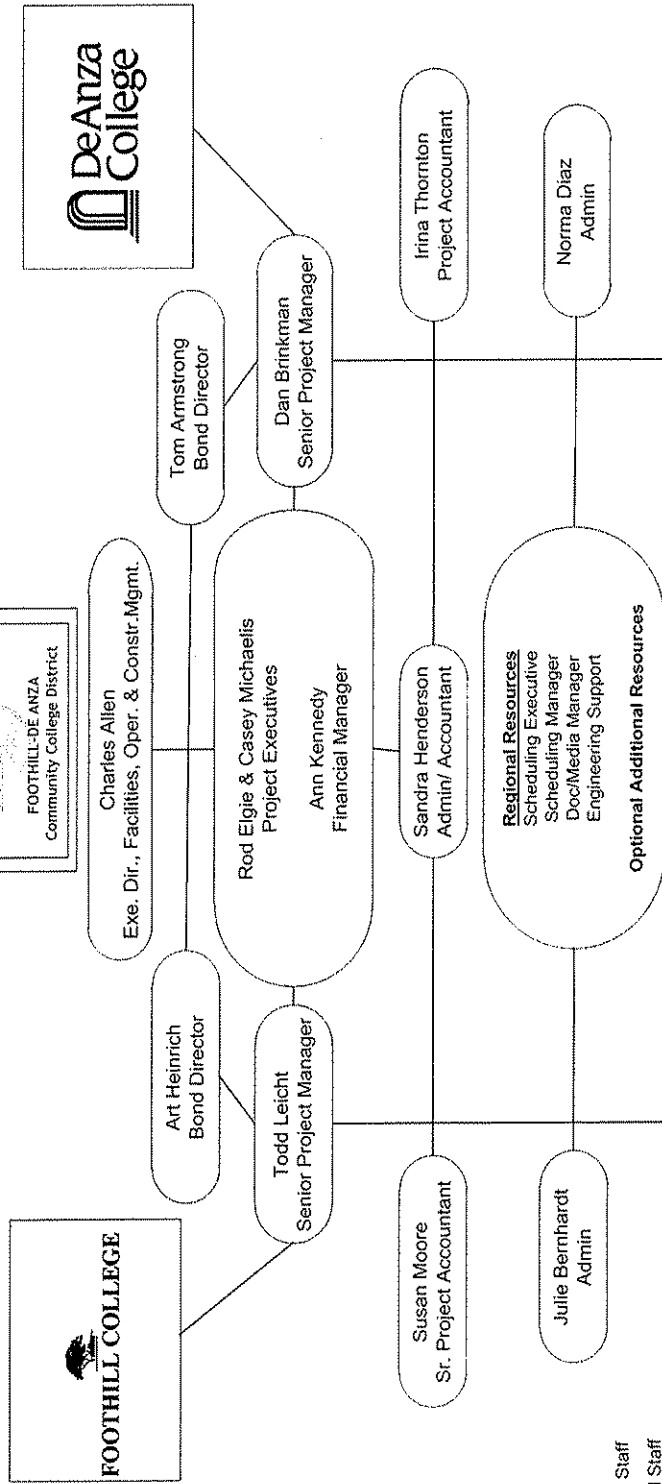
**ATTACHED EXHIBITS:**

*Exhibit A – Master Program Organization Chart  
Exhibit B – Rate Schedule  
Exhibit C – Estimated Resource Schedule*

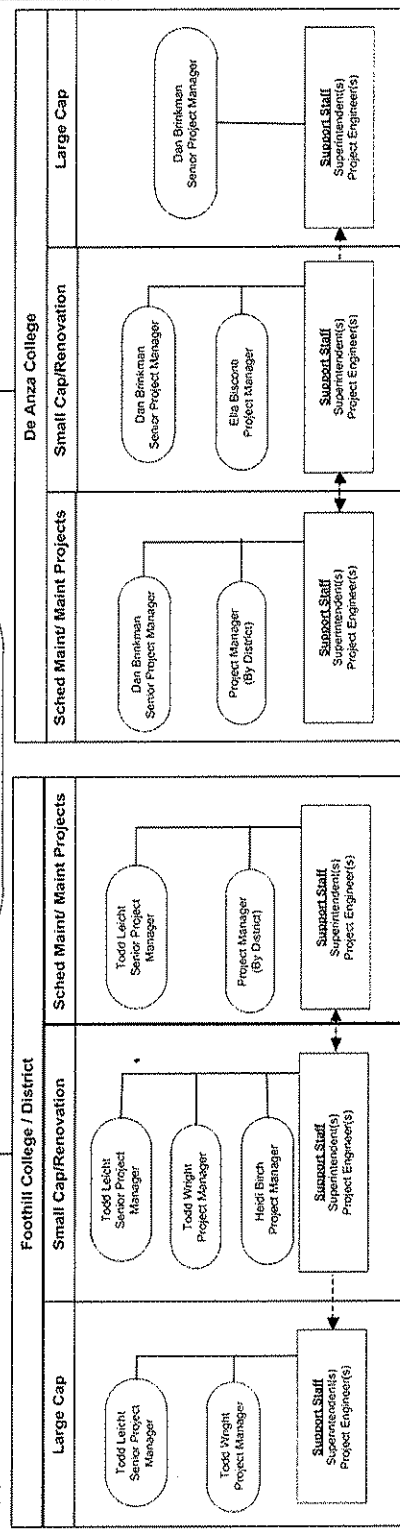
*Exhibit D – Reporting Matrix*  
*Exhibit E – Communication Matrix*  
*Exhibit F – Field Office Support*  
*Exhibit G – Measure C Program Schedule*

Measure C: July 2012 through June 2013

Exhibit A



PM Staff  
CM Staff





**Foothill - De Anza CCD Measure C (CM Services)**

Gilbane-Maas Rate Schedule: July 2012 - June 2013

<b>Foothill College/ District</b>		
		<b>12-13</b>
<b>GILBANE-MAAS STAFF</b>		<b>RATE</b>
Project Executive	Casey Michaelis / Rod Elgie	\$ 168/177
Senior Project Manager	Todd Leicht	\$ 158
Project Manager	Todd Wright	\$ 149
Project Manager	Heidi Birch	\$ 149
Associate Project Manager	Thomas Lo	\$ 137
Senior Project Engineer	Orlando Madrigal	\$ 116
Senior Project Engineer	Michael Hua	\$ 116
Project Engineer	-	\$ 101
Office Engineer / Project Engineer	Kevin Lao	\$ 62/101
Office Engineer	TBD	\$ 62
Senior Superintendent	TBD	\$ 152
Superintendent	-	\$ 130
Admin	Julie Bernhardt	\$ 62
Admin / Accountant	Sandra Henderson	\$ 70
Intern(s)	TBD	\$ 29
Scheduling Manager	Steve Szoke	\$ 128
Financial Manager	Ann Kennedy	\$ 166
Senior Project Accountant	Susan Moore	\$ 120
Project Accountant	-	\$ 96
Document / Media Manager	Mike Chagini	\$ 112
<b>OPTIONAL ADDITIONAL RESOURCES</b>		
Educational Planner	Georges Merx	\$ 184
Senior Programmer	Roy Menezes	\$ 165
Programmer	Anh Johnson	\$ 135
Technical Associate	Larry McCrorey	\$ 95
Quality Control Manager	Tricia Heine	\$ 141
Safety Manager	Mike Suedkamp	\$ 137
FF&E Coordinator	-	\$ 84
Interdisciplinary Document Coordination	Cynthia Goode	\$ 153
Transition & Planning Manager	-	\$ 157
Transition & Planning Engineer	-	\$ 116
Purchasing Agent	-	\$ 116
Hazardous Materials Engineer	-	\$ 139
Estimator	-	\$ 132



**Foothill - De Anza CCD Measure C (CM Services)**

Gilbane-Maas Rate Schedule: June 2012 - July 2013

<b>De Anza College</b>		
		<b>12-13</b>
<b>GILBANE-MAAS</b>		<b>RATE</b>
Project Executive	Casey Michaelis / Rod Elgie	\$ 168/177
Project Manager/Senior Project Manager	Dan Brinkman	\$ 149/158
Project Manager	Ella Bisconti	\$ 149
Senior Project Engineer / Associate Project Manager	Martin Turner	\$ 116/137
Senior Project Engineer	Scot Chamberlin	\$ 116
Senior Project Engineer	TBD	\$ 116
Project Engineer / Senior Project Engineer	Scott Howard	\$ 101/116
Project Engineer	Paul Lum	\$ 101
Office Engineer	-	\$ 62
Senior Superintendent	James Purvis	\$ 152
Superintendent	-	\$ 130
Admin	Norma Diaz	\$ 62
Admin / Accountant	Sandra Henderson	\$ 70
Intern(s)	TBD	\$ 29
Scheduling Manager	Steve Szoke	\$ 128
Financial Manager	Ann Kennedy	\$ 166
Project Accountant	Irina Thornton	\$ 96
Document / Media Manager	Mike Chegini	\$ 112
<b>OPTIONAL ADDITIONAL RESOURCES</b>		
Educational Planner	Georges Merx	\$ 184
Senior Programmer	Roy Menezes	\$ 165
Programmer	Anh Johnson	\$ 135
Technical Associate	Larry McCrorey	\$ 95
Quality Control Manager	Tricia Heine	\$ 141
Safety Manager	Mike Suedkamp	\$ 137
FF&E Coordinator	-	\$ 84
Interdisciplinary Document Coordination	Cynthia Goode	\$ 153
Transition & Planning Manager	-	\$ 157
Transition & Planning Engineer	-	\$ 116
Purchasing Agent	-	\$ 116
Hazardous Materials Engineer	-	\$ 139
Estimator	-	\$ 132



### Proposed Personnel & Expense

Staffing Contingency (5%):	155,083
Reimbursable Allowance:	78,000
<b>TOTAL:</b>	<b>3,334,734</b>

## Exhibit D

### Measure C Reporting Matrix

(updated May 21, 2012)

Report Name	Purpose	Updated*	Available via	Distributed To	Distribution Interval	Report #
College Projects List	Required by Law to guide the program. Acts as an accountability measure. Maintained by Gilbane/Maas Accountant in communication with District's Bond Accounting Supervisor	When a change in the list is approved by the Board of Trustees	Measure C Website and Prompt access	Board of Trustees, Citizens' Oversight Committee and Management Team	Each time it is altered through Board action	ALL06
FHDA Budget Report	Establishment of current budget by fund	Real-time	Prompt	Management Team and Bond Accountant	Each time it is altered through board action or through additional funding	FHD01
Budget Cost Report	Shows a project's percentage of overhead, soft, and hard costs	Real-time	Prompt	Management Team, Program managers, Accounting	Owners Meeting	FHD02
Budget Cost ROLLUP Report	Budget Cost Report with the ability to roll-up several projects into a single Budget Cost Report	Real-Time	Prompt	As Needed		ALL27
Budget JCAF Status Report	Shows budget status (budget/expenses) for a project on a JCAF line item basis	Real-time	Prompt	Project Managers, Accounting		ALL18
Budget JCAF Report	The JCAF budget for a project	Real-time	Prompt	Program Management, FDO Office		ALL24
Capital Projects Update - Measure C Whole Program	High-level snapshot of Measure C capital projects: funding sources; actual expenses; remaining balances. Used for Citizens' Oversight Committee Reporting.	Real-time	Prompt	Board of Trustees, Citizens' Oversight Committee, Audit & Finance, and Management Team	Quarterly for Citizens' Oversight Committee - for Board Meeting	FHD03
Project Update By Category	High-level snapshot of Measure C capital projects for each Category: funding sources; actual expenses; remaining balances. Used for Citizens' Oversight Committee Reporting.	Real-time	Prompt	Board of Trustees, Citizens' Oversight Committee, Audit & Finance, and Management Team	Quarterly for Citizens' Oversight Committee - for Board Meeting	FHD09
CBOC Projects Summary Report	Summary of projects (with expenses to date) by category: Phase; Total budget; Expenses to date by fund; Remaining balance.	Real-time	Prompt	Board of Trustees, Citizens' Oversight Committee, Audit & Finance, and Management Team	Quarterly for Citizens' Oversight Committee - for Board Meeting	ALL26
Capital Projects Update Report - Individual Projects	Project-level snapshot of budget v. expenses	Real-time	Prompt	Board of Trustees, Citizens' Oversight Committee and Management Team	Quarterly for Citizens' Oversight Committee - for Board Meeting	FHD10
General Obligation Bond Fund Categories and Projects	High-level view of budget, encumbrances and expenses for all projects organized by category	Real-time	Prompt	Disbursed to management team, as needed	As Requested	ALL13
State Reimbursement Form (Capital Outlay Expenditure Reimbursement Claim)	Capital Outlay Reimbursement Form to be filed with Chancellor's Office (separate claim for each state-funded project)	Real-time	Prompt	Accounting, FDO Office, Chancellor's Office	As required by funding sources	ALL20
Contractor Projects/Contracts List	Shows which projects a contractor is working on.	Real-time	Prompt	Project Managers, Accounting		ALL07
Change Orders	Approved change orders for a project	Real-time	Prompt	Project Managers, Accounting		ALL04
Check Run Report	Shows all Invoices for a project	Real-time	Prompt	Accounting		ALL09
Retention Detail Report	Retention amounts for each contract	Real-time	Prompt	Project Managers, Accounting		ALL15

## Exhibit D

### Measure C Reporting Matrix

(updated May 21, 2012)

Report Name	Purpose	Updated*	Available via	Distributed To	Distribution Interval	Report #
Transaction Detail Report	All transactions for a project	Real-time	Prompt	Project Managers, Accounting		ALL22
Object Code Expense Report	Used to reconcile Prompt and District data.	Real-time	Prompt	Accounting	Monthly	ALL25
Funding Source Tracking Detail Report	Shows a project's detailed funding sources and related expenses	Real-time	Prompt	Accounting		ALL23
Project Summary Report	To give an overview of a specific project, by contract	Real-time	Prompt	Project Managers, Accounting		ALL16
Project Detail Report	Shows all amendments and transactions by contract	Real-time	Prompt	Project Managers, Accounting		ALL08
Project Notes Report	List of project's annotations	Real-time	Prompt	Project Managers, Accounting		ALL17
Audit & Finance Report (live) (aka: Measure C Quarterly Summary Report by Project)	Reports on total budget from all sources; expenses to date, forecasted total cost, start/end dates and the status of cost and schedule	Financial data is real-time, cost and schedule status is updated quarterly	Prompt	Management		FHD14
FHDA CBOC Quarterly Report	Reports on total Measure C bond budget, Measure C bond expenses to date, balance remaining, start/end dates and the status of cost and schedule for all Measure C projects	Financial data and project status as reconciled and reported on the last closed quarter, report can also be run in real-time	Prompt	Citizen's Bond Oversight Committee		FHD15
Workflow Aging Report	Reports on invoices (transactions) currently in the electronic workflow, whose inbox it is in and for how many days.	Real-Time	Prompt	Project Managers, Accounting		FHD12
CM-DM Status Report	To track CM-DM fees on a project-by-project basis.	Real-Time	Prompt	Management Team	Monthly	FHD21
Pending Change Order and Amendments Report	Pending Cos and Amendments	Real-Time	Prompt	As Needed		UTL21
Summary of Project Budgets	Summary of Project Budgets including Funding Sources	Real-Time	Prompt	As Needed		UTL24

**\* Notes:**

"Real-time" indicates that data is entered as it is received, and available for viewing within Prompt at any time. A report's data is current as of the time of printing (see bottom right-hand corner of the report for print-time). Some reports may be filtered by date-range and so will not show all historical data.

**COMMUNICATION MATRIX:**

This chart identifies communication methods, frequency of communication, and the stakeholders that need to be reached with a particular method.

Communication Method	Stakeholders							
	Board of Trustees	Citizens' Oversight Committee	District/College Administration	District/College Faculty and Staff	Taxpayers	Students	Local Businesses	State Chancellors Office
Reports	A	Q	M	A	a	a	a	a
Status Update	a	a	W	A	a	a	a	a
CBOC's Annual Report to the Public	Y	Y	y	y	Y	y	y	y
Measure C Bond Website	a	A	a	A	a	a	a	a
E-mail	a	a	a	A	a	a	a	a
Meetings	A	A	A	A	a	a	a	A
Presentations	a	a	a	A	a	a	a	a

KEY		
Frequency	Required	Optional
Weekly	W	w
Bi-weekly	BW	bw
Monthly	M	m
Bi-monthly	BM	bm
Quarterly	Q	q
As Needed	A	a
Yearly	Y	y



# Exhibit F

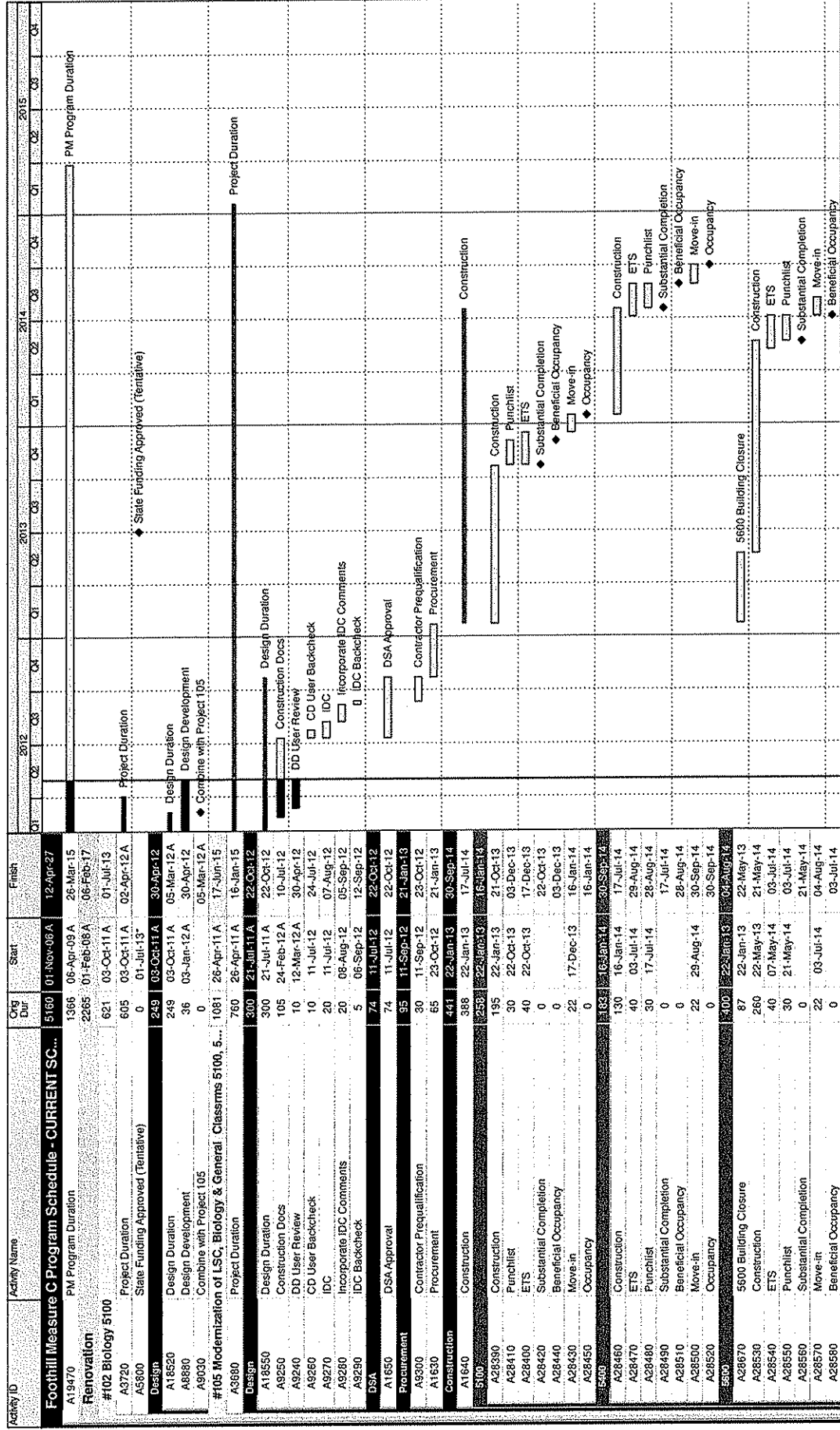
Foothill - De Anza CCD Measure C (CM Services)

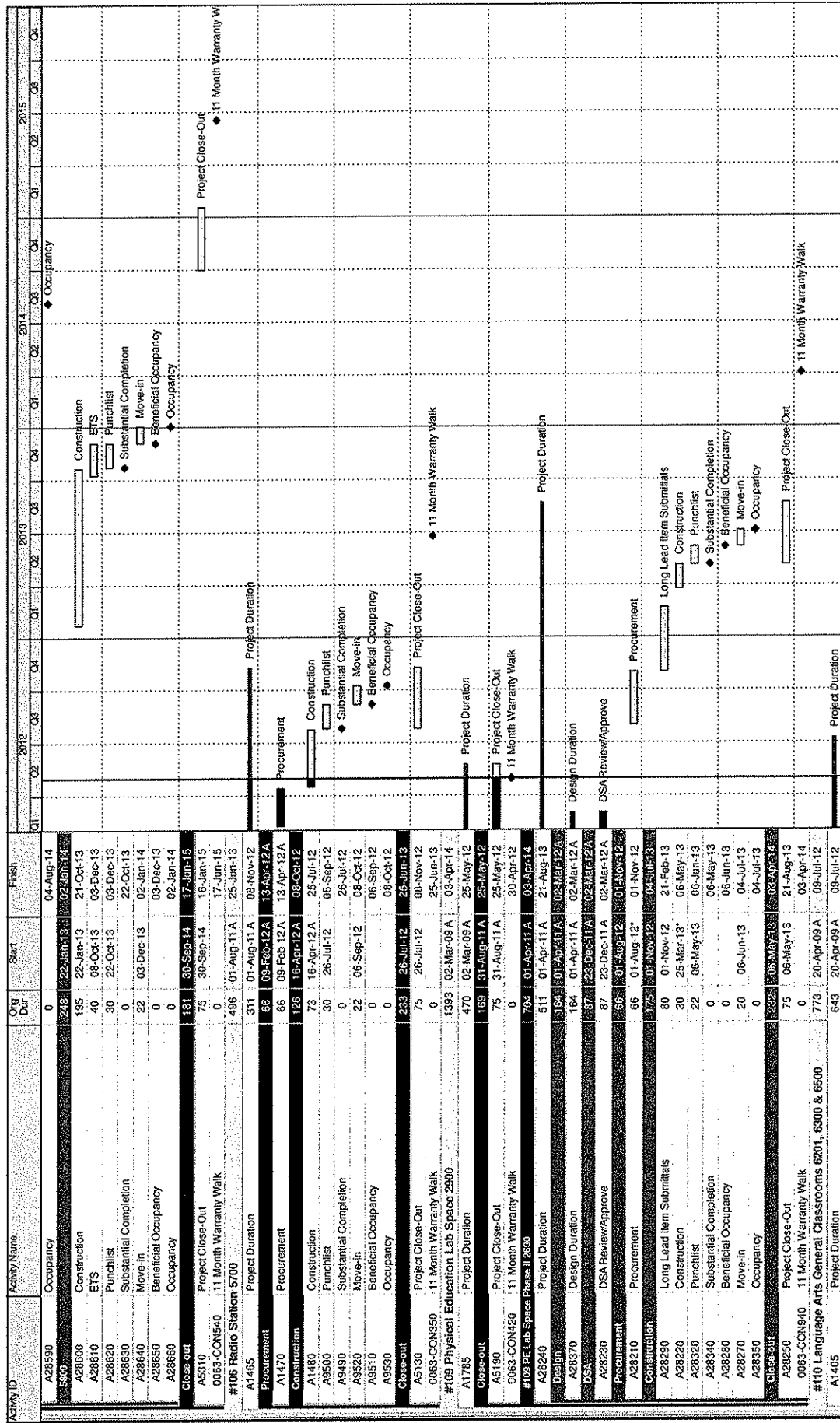
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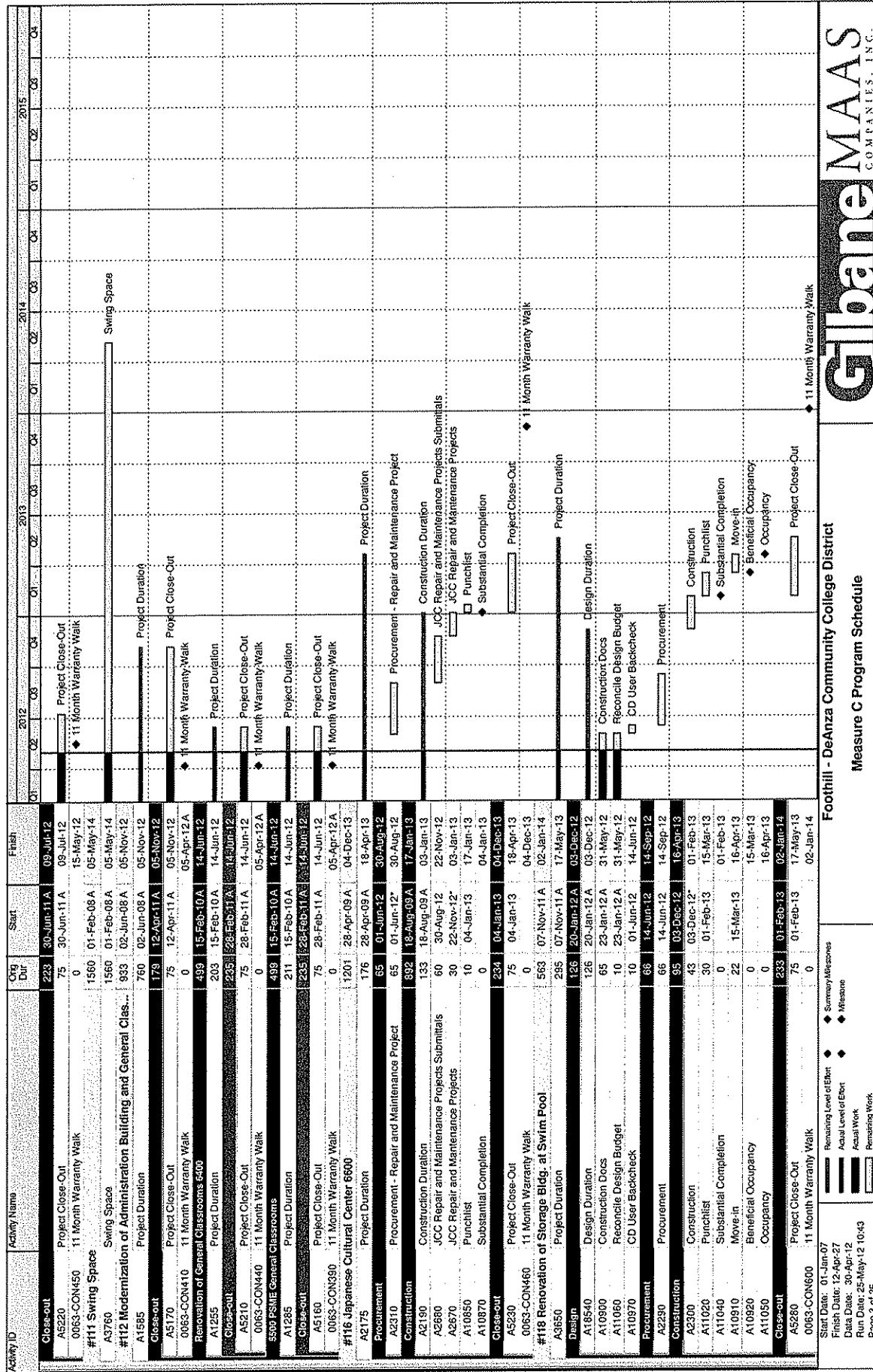
Los Altos Hills, CA

Architect / Engineer: Multiple

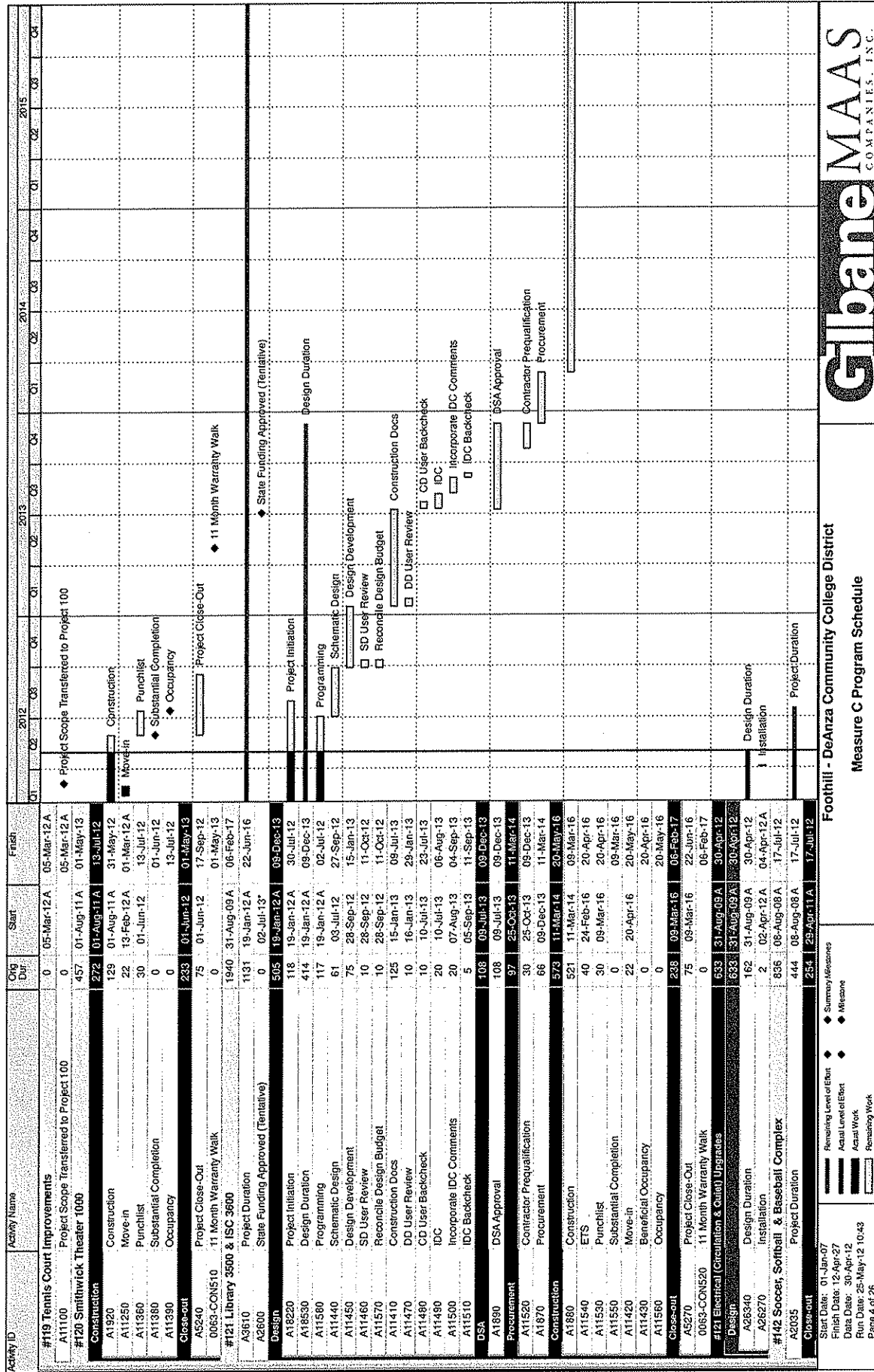
FIELD OFFICE SUPPORT				
7/01/12 thru 6/30/13				
Description	Quantity	Unit	Rate	TOTAL
FIELD OFFICE				
Trailer Complex		Mo		
Trailer Complex Setup & Removal		Est		
Electric, Water, Sewer Connection Cost		Est		
Electrical Consumption		Mo		
Water & Sewer Charges		Mo		
Security System		LS		
Fire Extinguisher		Ea.		
Janitorial Service		Mo		
Maintenance & Repair		Mo		
FIELD OFFICE EQUIPMENT				
Copy Machine		Mo		
Digital Camera & Software		Ea.		
Fax Machine		Ea.		
Furniture		Stat		
Mailing Machine & Scale		Mo		
PC/Printer/MS Office		Ea		
Computer Network Server & Wiring		Mo		
Telephone System		Stat		
TV, VCR & Tapes		Ea.		
FIELD OFFICE EXPENSE				
Bottled Water		Mo		
Ceremonies		LS		
Construction Signage		Est		
Sure Trak Software		Ea.		
P6 Software		Ea.		
Textura CPM Software		Ea.		
Internet Connection (DSL)		Mo		
Proprietary Systems and Software		MH		
First Aid Supplies		Mo		
Safety/OSHA Startup Kit		LS		
Miscellaneous Blueprinting	12	Mo	6,000	72,000
Postage, Shipping & Express	12	Mo	500	6,000
Progress Photos		Mo		
Records Transport/Retention		Est		
Small Tools & Supplies		Mo		
Stationary, Paper & Supplies		Mo		
Telephone Service & Long Distance		Mo		
CAD Equipment & Usage Fees		Hr.		
Cell Phones		Mo		
Temporary Secretarial Service		Wk		
JOB TRAVEL EXPENSE				
Field Staff Travel		Mo		
Temporary Living Expense		MM		
Relocation Expense		Ea		
Job Vehicle / Auto Allowance & Maintenance		MM		
Employee Parking Expense		MM		
Regional Staff Travel		MM		
ADDITIONAL COST ITEMS (per RFP)				
List Item		Ea		
List Item		Ea		
TOTAL FIELD OFFICE SUPPORT COST				78,000

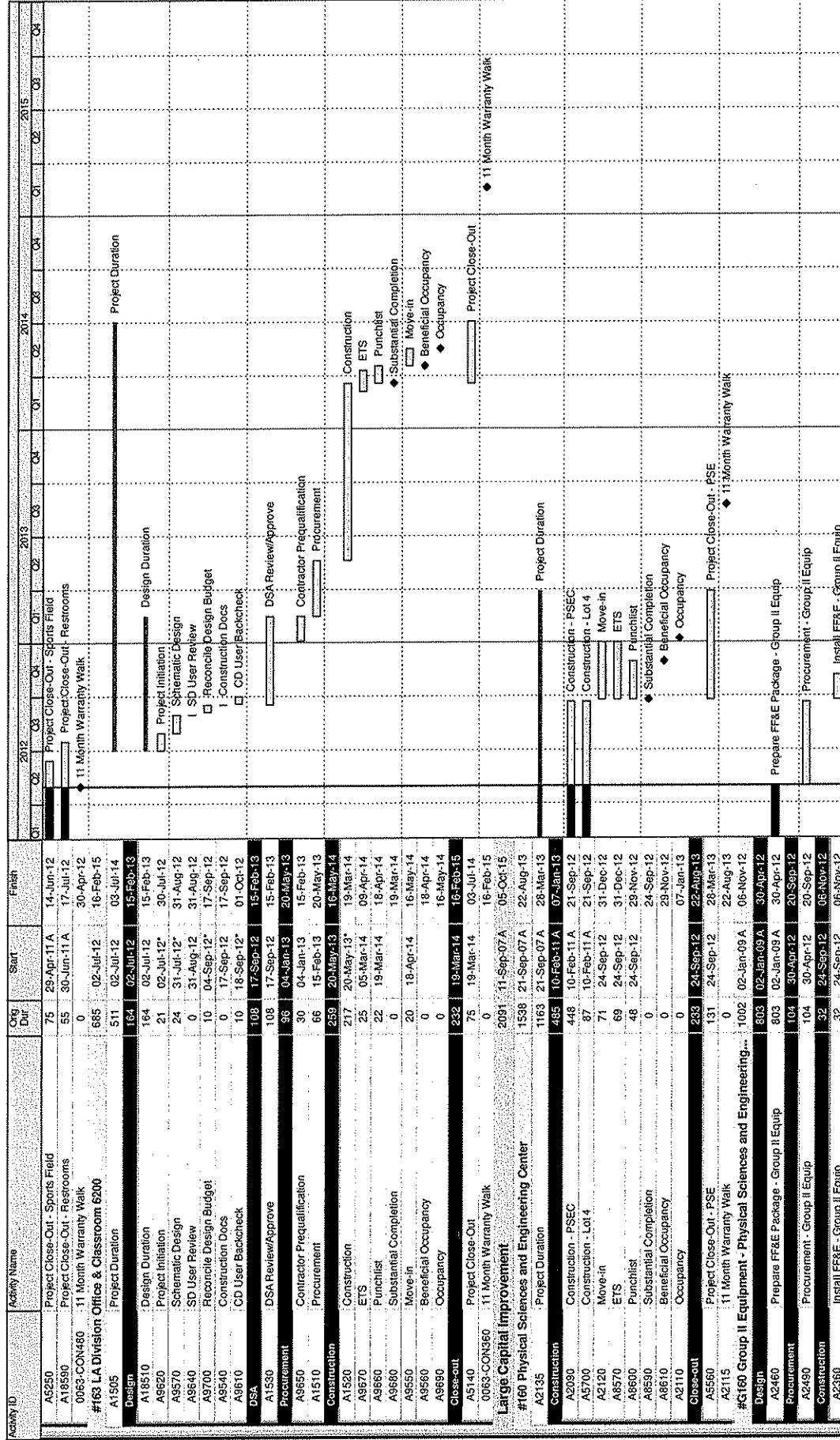


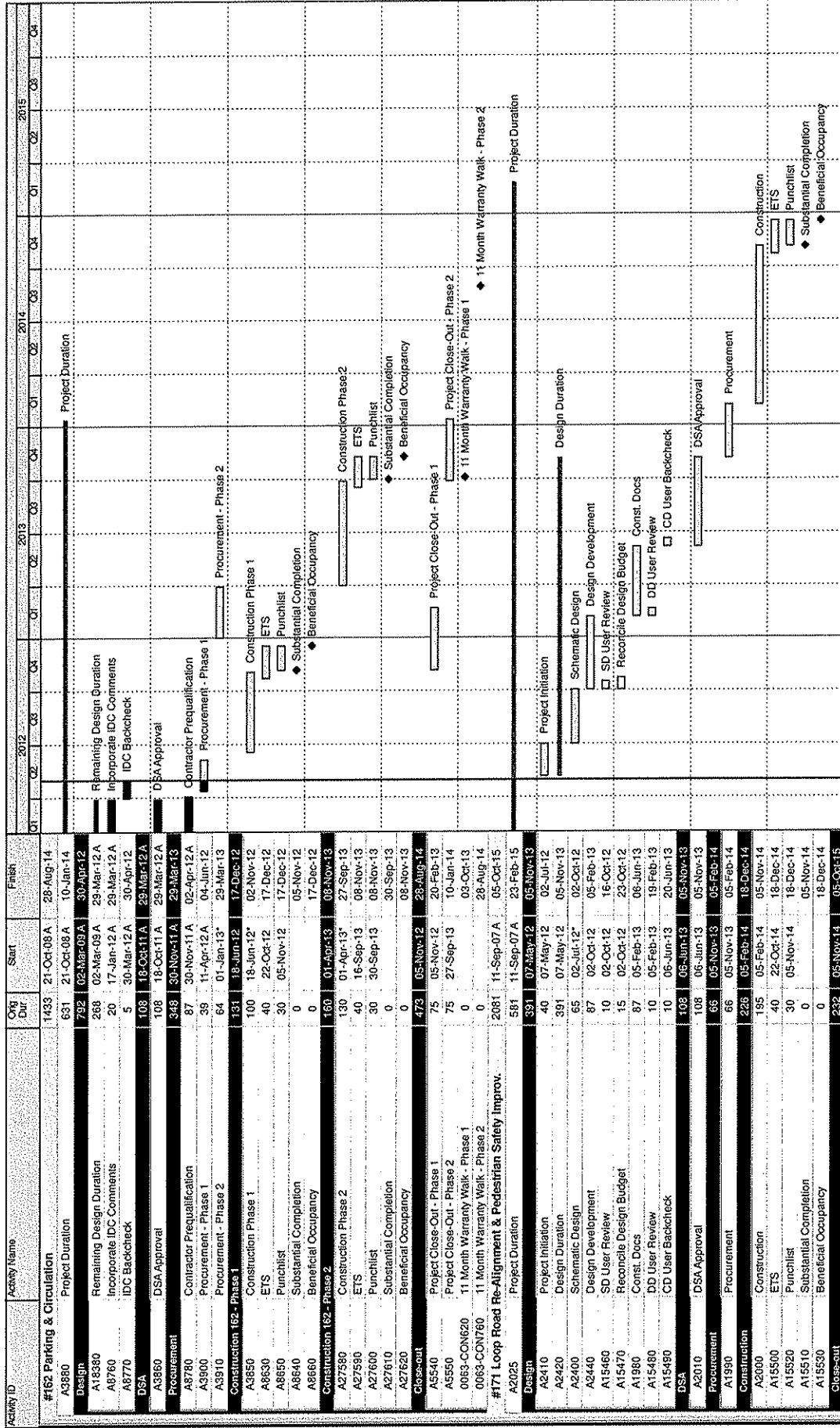




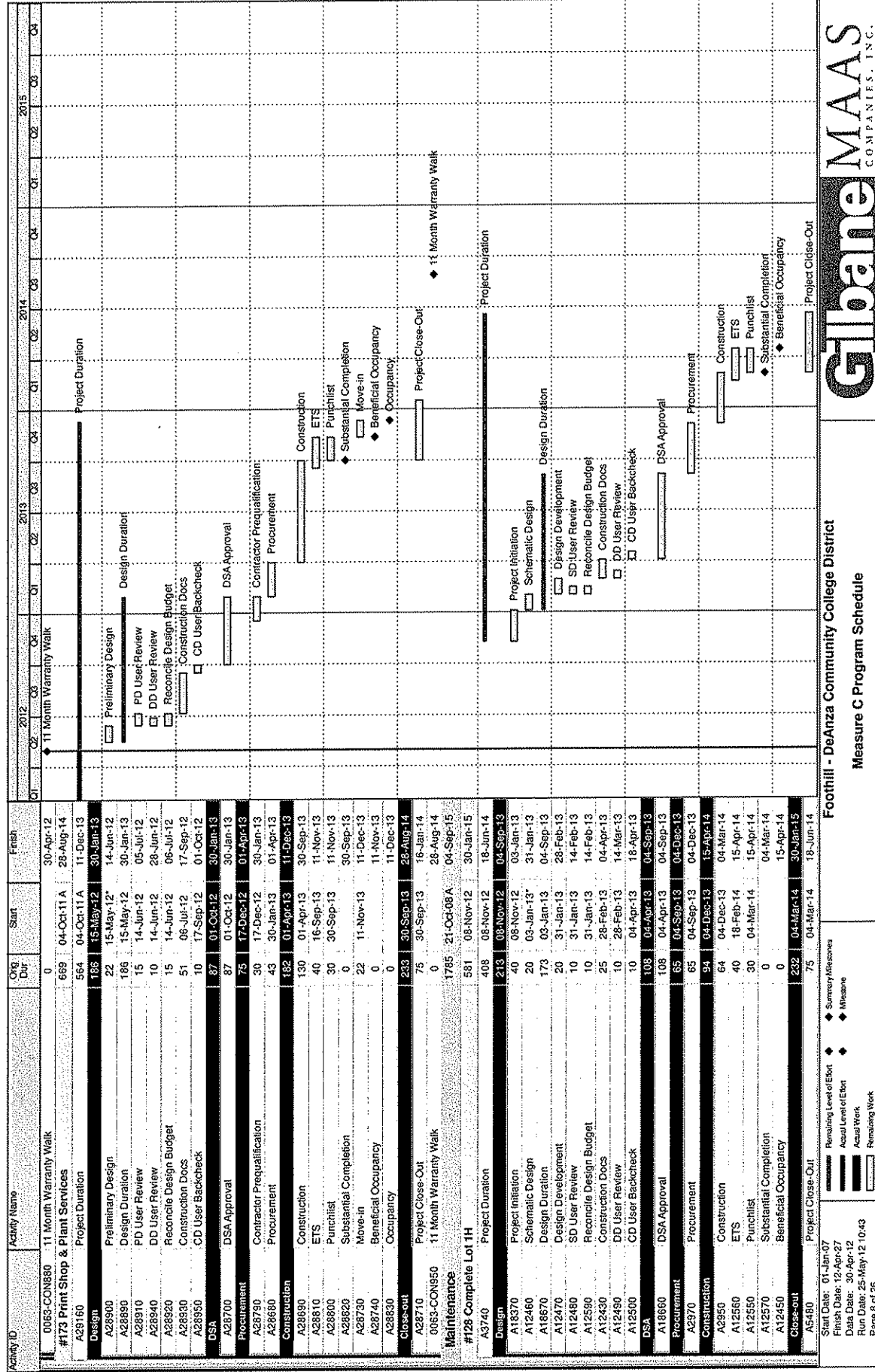


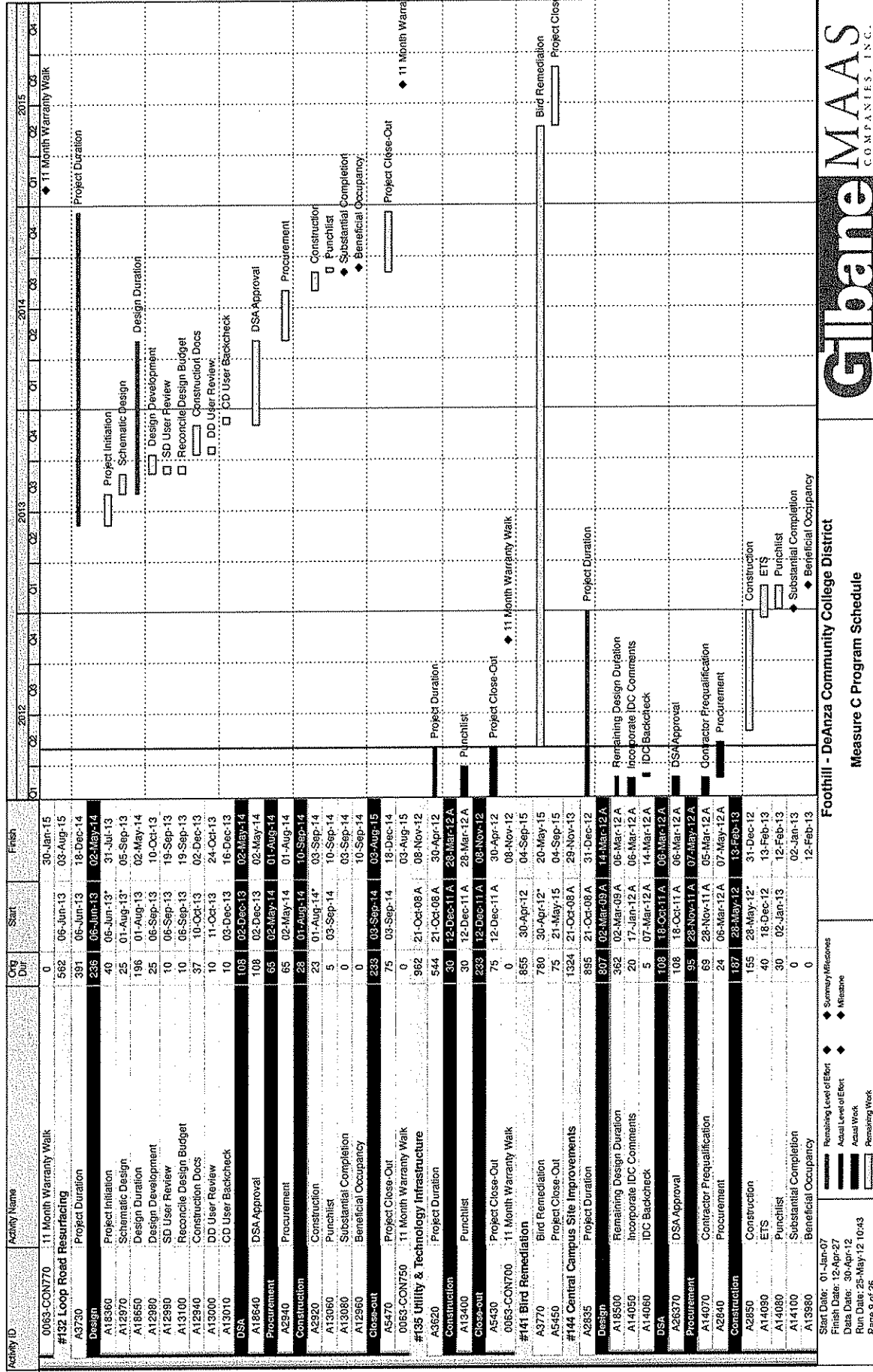


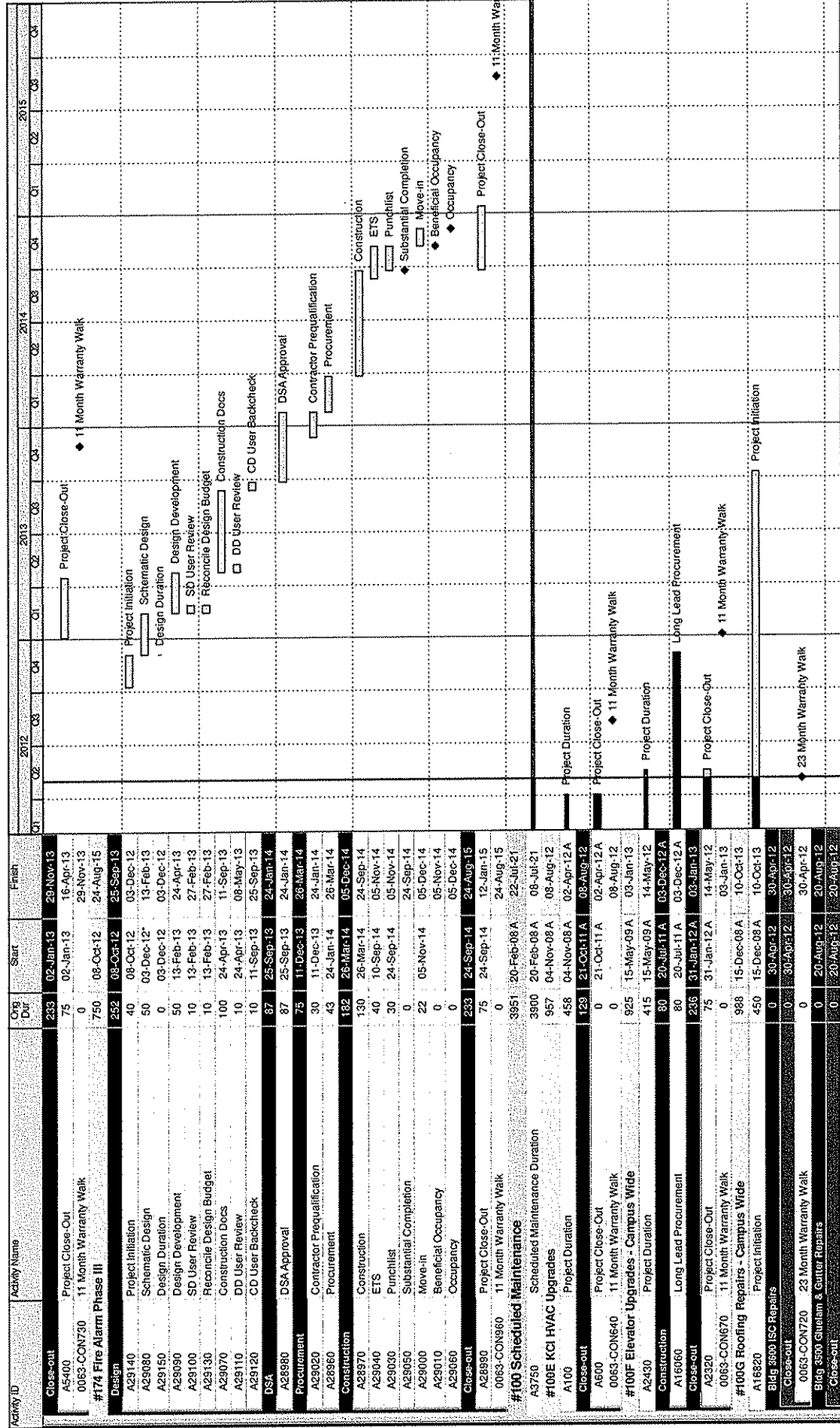




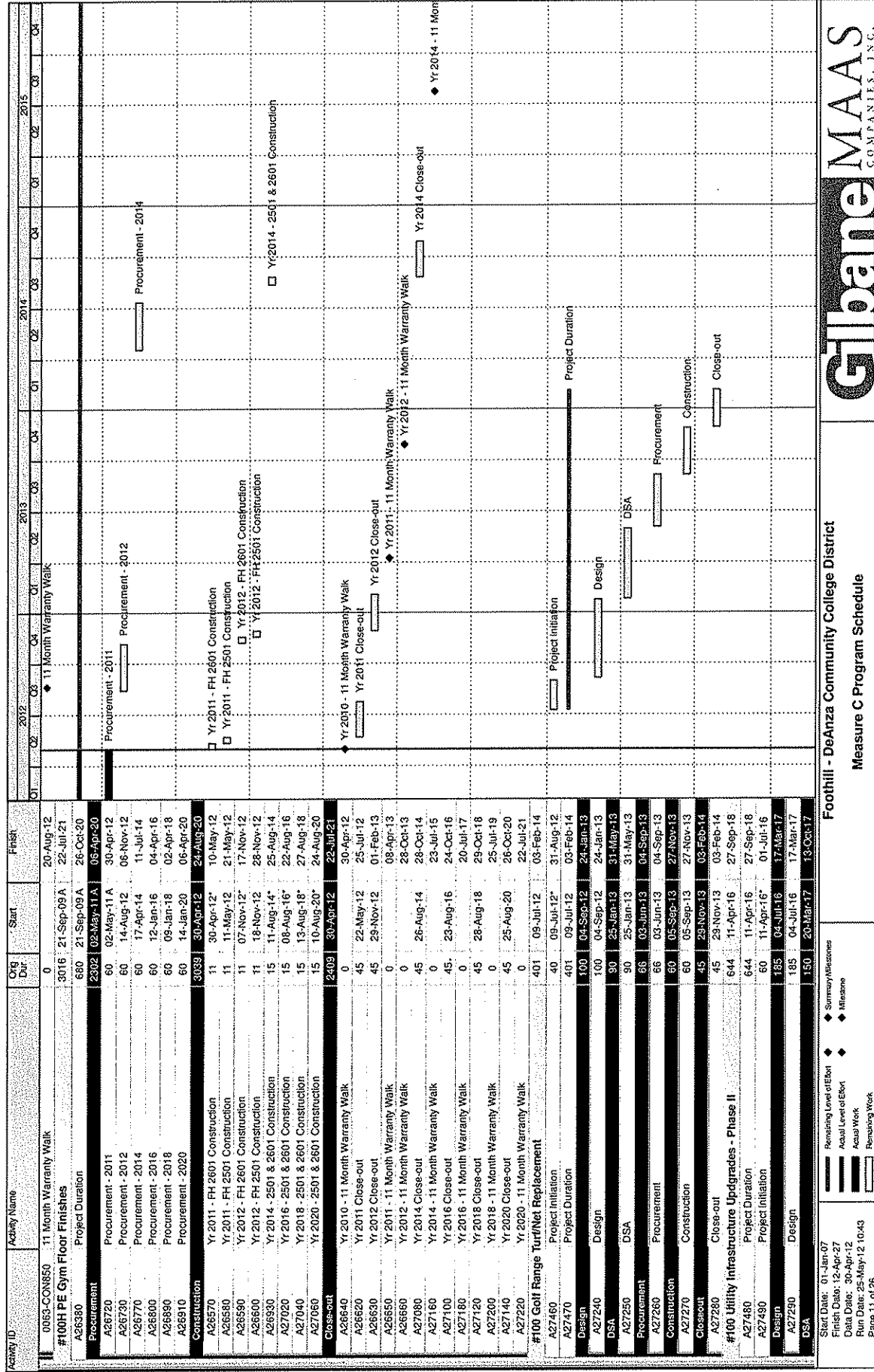


















Activity ID	Activity Name	Orig Dur	Start	Finish	2012	2013	2014	2015
A19130	Close-out	238	05-Nov-13	03-Oct-14				
A19120	Project Close-Out	75	05-Nov-13	18-Feb-14				
A19120	11 Month Warranty Walk	0	05-Nov-13	03-Oct-14				
A19120	Sm Cap FET - Furn, Equip, & Tech.	3900	01-Jul-08 A	24-Nov-23			Project Close-Out	11 Month Warranty Walk
A5670	4000 District Vehicles	3900	01-Jul-08 A	24-Nov-23				
A5680	DV - Year 1	1300	01-Jul-08 A	06-Dec-13				
A5680	DV - Year 5	1300	09-Dec-13	30-Nov-18				
A5690	DV - Year 10	1300	03-Dec-18	24-Nov-23				
A5690	DV - Year 10	4810	01-Jan-07 A	12-Apr-27				
A5690	Other Projects	3900	30-Apr-12	12-Apr-27				
A19200	#361 Phone Equipment	3900	30-Apr-12	12-Apr-27				
A19200	Duration	3900	30-Apr-12	12-Apr-27				
A6070	#310 Network and Security	3900	30-Apr-12	12-Apr-27				
A6070	Duration	3900	30-Apr-12	12-Apr-27				
A5810	#220 Consultants Spec Network Routers	3900	03-Sep-07 A	30-Jun-23				
A5810	Duration	3900	03-Sep-07 A	30-Jun-23				
A5820	#330 Labor to Refresh Computers	3900	30-Apr-12	12-Apr-27				
A5820	Duration	3900	30-Apr-12	12-Apr-27				
A5830	#340 Labor to Install Network Equip / Routers etc.	3900	30-Apr-12	12-Apr-27				
A5830	Duration	3900	30-Apr-12	12-Apr-27				
A5840	#350 Replace ERP	3900	01-Nov-07 A	30-Jun-23				
A5840	Duration	3900	01-Nov-07 A	30-Jun-23				
A5850	#360 Server Refresh	3900	30-Apr-12	12-Apr-27				
A5850	Duration	3900	30-Apr-12	12-Apr-27				
A6010	#370 Server Growth	3900	30-Apr-12	12-Apr-27				
A6010	Duration	3900	30-Apr-12	12-Apr-27				
A5860	#380 Pay Off Existing Loan	3900	30-Apr-12	12-Apr-27				
A5860	Duration	3900	30-Apr-12	12-Apr-27				
A2415	#390 Renovation of Wireless Infrastructure	1281	01-Sep-08 A	11-Nov-13				
A2415	Project Duration	544	01-Sep-08 A	11-Nov-13				
A2980	Construction	1281	01-Oct-08 A	11-Nov-13				
A3060	Phase II Deployment	456	01-Oct-08 A	30-Apr-12				
A3060	Phase II Equipment Acquisition	66	30-Apr-12	01-Aug-12				
A2990	Phase III Required Infrastructure/Facilities Installations	66	02-Aug-12	02-Nov-12				
A3000	Phase III Deployment	260	05-Nov-12	11-Nov-13				
A27400	#391 Renovation of Wireless Infrastructure	1281	01-Sep-08 A	11-Nov-13				
A27400	Project Duration	544	01-Sep-08 A	11-Nov-13				
A27420	Construction	1281	01-Oct-08 A	11-Nov-13				
A27420	Phase II Deployment	456	01-Oct-08 A	30-Apr-12				
A27450	Phase III Equipment Acquisition	66	30-Apr-12	01-Aug-12				
A27430	Phase III Required Infrastructure/Facilities Installations	66	02-Aug-12	02-Nov-12				
A27440	Phase III Deployment	260	05-Nov-12	11-Nov-13				
A5870	#430 Desktops	3900	01-Jan-07 A	30-Jun-23				
A5870	Duration	3900	01-Jan-07 A	30-Jun-23				
A5880	#431 Printers	3900	01-Mar-07 A	30-Jun-23				
A5880	Duration	3900	01-Mar-07 A	30-Jun-23				
A19140	#499 District Program Contingency	520	02-Jul-12	27-Jun-14				
A19140	District Program Contingency	520	02-Jul-12	27-Jun-14				
A6090	#501 Pass Through Account for OH Collection	3900	30-Apr-12	12-Apr-27				
A6090	Duration	3900	30-Apr-12	12-Apr-27				
A19190	#510 Pass Through Account for FET OH Collection	3900	30-Apr-12	12-Apr-27				
A19190	Duration	3900	30-Apr-12	12-Apr-27				
A5990	#599 Catastrophic Contingency	520	02-Jul-12	27-Jun-14				



