

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Dr. Douglas Treadway

DATE: April 13, 2005

SUBJECT: Approval of Contract for Inspector of Record (IOR) for Newark Center for Health Sciences and Technology

An independent contractor is authorized by Section 20111 of the Public Contract Code and Section 53060 of the Government Code for performing inspection services which are mandated by the State and involve inspection and oversight of construction activities and specific Division of State Architect (DSA) reporting responsibilities.

Ohlone Staff interviewed four candidates and recommends enlisting the services of Mr. Martin Scott to fulfill the role of Inspector of Record.

Mr. Scott, whose proposed hourly rate is \$65, anticipates a 15-20 hour work week for the initial and final phase and a 40-hour work week through building construction, for a total contract, spanning 28 months, not to exceed \$297,524.

In addition, on May 1, 2006 and May 1, 2007, the hourly rate will be adjusted to reflect the Bay Area cost of living index.

RECOMMENDATION

The President/Superintendent recommends the Board of Trustees approve the contract with Mr. Martin Scott for Division of the State Architect (DSA) Inspector Services, for an amount not to exceed \$297,524.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into this 13th day of April, 2005 by and between Ohlone Community College District ("District") and **Martin Scott, 2843 Hopyard Road, #15, Pleasanton, California 94588**. This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District desires to obtain certain consulting services, ("Consultant Services") as more particularly identified and described in Addendum No. 1 to this Agreement.

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein and in Addendum No. 1; if any portion of the Consultant Services require, by applicable law, rule or regulation, that Consultant be licensed to provide the Consultant Services, Consultant is and will be properly licensed at all times while providing such Consultant Services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

AGREEMENT

1 CONSULTANT SERVICES

- 1.1 **Scope of Consultant Services.** The Consultant Services are those set forth in Addendum No. 1 to this Agreement. The Consultant will identify specific personnel who will be assigned Consultant Services along with a description of the Consultant Services to be performed or provided by personnel identified by the Consultant. Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule or regulation. Except as set forth in this Agreement or Addendum No. 1, the Consultant shall provide all materials, tools and other items necessary to complete the Consultant Services and authorized Additional Consultant Services.
- 1.2 **Additional Consultant Services.** Services not included in the Consultant Services are Additional Consultant Services. Without invalidating this Agreement, the District may make changes to the Consultant Services by adding, deleting or modifying the Consultant Services described in Addendum No. 1 by written notice to the Consultant. If Additional Consultant Services are authorized by the District which do not result from the Consultant's fault or neglect, the Consultant will be compensated for authorized Additional Consultant Services in accordance with this Agreement.
- 1.3 **Consultant Standard of Care.** The Consultant Services and authorized Additional Consultant Services; if any, shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care; and (c) in accordance with applicable laws, rules and regulations. The Consultant acknowledges that the Consultant Services may be provided and performed in conjunction with other services provided by other parties relating to the same subject matter. Accordingly, Consultant acknowledges and agrees that the Consultant Services will be provided and completed in a manner so as not to delay, hinder or interrupt the orderly and timely progression and completion of services under this Agreement and services of others relating to the subject matter of this Agreement. The Consultant is liable to the District for the consequences of its failure to provide, perform and/or complete the Consultant Services within 24 hours of the written request for inspection from the contractor.
- 1.4 **Consultant as Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement and Addendum No. 1 hereto set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the

District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.

2 **CONTRACT PRICE.**

- 2.1 **Contract Price for Consultant Services.** The basis of the District's payment of the Contract Price for the Consultant Services shall be in accordance with Addendum No. 1. Except for allowable Reimbursable Expenses, if any, pursuant to Addendum No. 1, the Contract Price set forth in Addendum No. 1 for the Consultant Services represents the full amount due from the District to the Consultant for the Consultant Services, including the Consultant's fee, personnel expenses (including all benefits and burdens), travel for the Consultant, its employees and others providing any part of the Consultant Services to and from their respective offices/homes and the Site and the District's Administrative Offices, travel within the **Counties of Santa Clara, San Mateo, San Francisco, Contra Costa and Alameda**, profit and administrative and overhead costs (including without limitation insurance) arising out of or associated with this Agreement.
- 2.2 **Additional Consultant Services.** If the District authorizes Additional Consultant Services, the District's payment of such Additional Consultant Services shall be based upon a mutually agreed upon lump sum fixed price. If mutual agreement is not reached, authorized Additional Consultant Services will be compensated based upon the time reasonably necessary to complete the authorized Additional Consultant Services multiplied by the applicable personnel hourly rate set forth in Exhibit A to this Agreement.
- 2.3 **Reimbursable Expenses.** The extent to which any expenses are set forth in Addendum No. 1 as allowable Reimbursable Expenses, the Consultant will be paid the direct actual costs (including credits for trade discounts) of the allowable Reimbursable Expense.
- 2.4 **Consultant Billings for Payment of Contract Price.** During the course of providing Consultant Services, Consultant shall submit monthly billing invoices to the District for payment of the Contract Price for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses performed or incurred in the immediately prior month. Consultant's billings shall be in such form and format as may be reasonably requested by District.
- 2.5 **District Payment of Contract Price.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, authorized Additional Consultant Services and allowable Reimbursable Expenses. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails 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 District resulting therefrom.
- 2.6 **Consultant's Payments.** The Consultant shall promptly pay its employees, Sub-Consultants, if any, and others performing or providing Consultant Services or authorized Additional Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services or authorized Additional Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services or authorized Additional Services, the obligation for compliance rests solely with the Consultant.

3 **INSURANCE; INDEMNITY**

- 3.1 **Consultant Insurance.** At all times during performance of Consultant Services and authorized Additional Consultant Services, the Consultant shall maintain policies of insurance in the minimum coverage amounts set forth in Addendum No. 1 to this Agreement.
- 3.2 **Workers Compensation and Employers Liability Insurance.** The Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. The Employer's Liability Insurance shall cover bodily injury

(including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

- 3.3 **Commercial General Liability Insurance.** The Commercial General Liability and Property Insurance shall cover the types of claims set forth below which may arise out of or result from services under this Agreement and for which Consultant may be legally responsible: (a) claims for damages because of bodily injury, occupational sickness or disease or death of their employees; (b) claims for damages because of bodily injury, sickness or disease or death of any person other than their employees; (c) claims for damages insured by usual personal injury liability coverage; (d) claims for damages, arising out of injury to or destruction of tangible property, including loss of use resulting therefrom; (e) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (f) contractual liability insurance applicable to obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.
- 3.4 **Professional Liability Insurance.** If required by Addendum No. 1 to this Agreement, the professional liability insurance shall cover liabilities arising out of the performance of services under this Agreement.
- 3.5 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 3.6 **District General Liability Insurance.** The District will maintain General Liability Insurance covering the District for claims of bodily injury or death of persons and property damage. The District may at its sole election obtain such liability insurance from a commercially available source, a Joint Powers Authority or by self-insurance.
- 3.7 **Indemnity.**
- 3.7.1 Consultant Indemnity of District. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
- 3.7.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District.

4 **TERMINATION; SUSPENSION**

- 4.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the

District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon Consultant Services, authorized Additional Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Consultant shall remain responsible and liable to District for all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services, Reimbursable Expenses or authorized Additional Consultant Services.

- 4.2 **District Right to Suspend.** The District may, in its discretion, suspend all or any part of the Consultant Services hereunder; provided, however, that if the District shall suspend Consultant Services for a period of sixty (60) consecutive days or more and such suspension is not caused by the Consultant's default or the acts or omissions of Consultant or its Sub-Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Consultant, if any, as a direct result of the suspension and resumption of Consultant Services hereunder.
- 4.3 **Termination For Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services, authorized Additional Consultant Services or allowable Reimbursable Expenses provided or incurred through the effective date of termination plus actual costs incurred by Consultant directly attributable to such termination. Except as set forth above, the Consultant shall not be entitled to other compensation if the District exercises the right to terminate hereunder. Consultant may terminate this agreement for convenience with a sixty (60) day written notice. In the event the consultant terminates this agreement, he agrees to assist the District in a search for a replacement and to assist the new Inspector in the transition
- 4.4 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of the Contract Price when due Consultant hereunder, Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Consultant shall have no liability for any delays or additional costs of Project design or construction due to, or arising out of, such suspension.
- 4.5 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall take action as directed by the District relative to on-going preparation of the Design Documents or Project construction. If requested by the District, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, Consultant Deliverables and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.

5 MISCELLANEOUS

- 5.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted in pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void

by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 5.2 **Time.** Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended if performance of such obligation is delayed or prevented by conduct of the other Party, acts of God, or other unforeseeable events.
- 5.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 5.4 **Ownership.** Records, documents and other materials generated or received by Consultant in the course of performing services hereunder shall be delivered to the District upon completion of the Consultant Services hereunder. Consultant may, at its sole cost, make copies of such records for its own files. All work product of the Consultant generated during the course of providing Consultant Services, whether tangible or intangible, shall be deemed the sole property of the District.
- 5.5 **Notices.** Notices under this Agreement to the Consultant shall be addressed and delivered as set forth in Addendum No. 1. Notices to the District shall be addressed and delivered as follows:

Marian Castaneda
 Ohlone Community College District
 43600 Mission Blvd.
 Fremont, CA 94539-0390

- 5.6 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 5.7 **Disputes.**
 - 5.7.1 Consultant Continuation of Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Consultant, notwithstanding any disputes between District and Consultant hereunder, Consultant shall continue to provide and perform Consultant and authorized Additional Services pending a subsequent resolution of such disputes.
 - 5.7.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Consultant and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Consultant commencing arbitration proceedings pursuant to the following Paragraph.
 - 5.7.3 Arbitration. All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Commercial Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by others providing services in connection with the subject matter of this Agreement and such other claim or dispute arises in whole or in part out of this Agreement or the services provided by or through the Consultant hereunder, Consultant and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the District's administrative offices.
 - 5.7.4 Entire Agreement. The foregoing constitute the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all

prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Consultant. If there is any conflict or inconsistency between the terms of this Agreement or the terms of Addendum No. 1, the terms of this Agreement and/or terms of Addendum No. 1 shall govern and prevail. This Agreement, the accompanying Conditions and the documents enumerated below, if any, are all of the documents forming a part of the Agreement.

Addendum No. 1

Exhibit A: Martin Scott Proposal Dated 3/6/05

IN WITNESS WHEREOF, the District and Consultant have executed this Agreement as of the date set forth above.

DISTRICT
OHLONE
COMMUNITY COLLEGE DISTRICT

CONSULTANT
Martin Scott

By: _____
Marian Castaneda,
Director, Purchasing, Contract
Administration and Auxiliary Services

By: _____

Title: _____

Date: _____

Date: _____

ADDENDUM NO. 1
TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
OHLONE COMMUNITY COLLEGE DISTRICT AND
Martin Scott
Contract Number 205-0405-001

This Addendum No. 1 modifies terms and conditions of the Agreement for Consultant Services (“Agreement”) between Ohlone Community College District (“District”) and **Martin Scott**.

1) **Consultant Services.** Consultant Services under the Agreement consist of the following:

Inspection of Record Services for the construction of the Ohlone College Newark Center for Health Sciences and Technology, Located in the city of Newark, California as per the scope described in Exhibit B, Scope of Work and by the direction of Mr. Simon Barros, Director of Facilities.

2) **Contract Price.** The Contract Price for the Consultant Services shall be based upon the following:

LUMP SUM; FIXED CONTRACT PRICE

The Contract Price for the Consultant Services is a lump sum fixed price of
N/A.

HOURLY BILLINGS

The Contract Price for the Consultant Services shall be based upon the personnel hours to provide Consultant Services multiplied by the applicable hourly rate for the Consultant’s personnel set forth in Exhibit A to the Agreement.

HOURLY BILLINGS WITH MAXIMUM CONTRACT PRICE

The Contract Price for the Consultant Services shall be based upon the personnel hours to provide Consultant Services multiplied by the applicable hourly rate for the Consultant’s personnel set forth in Exhibit A to the Agreement. The foregoing notwithstanding, the District’s payment of the Contract Price for Consultant Services shall not exceed **Two Hundred Ninety Seven Thousand, Five hundred Twenty Four Dollars (\$297,524.00)**.

3) **Reimbursable Expenses.** Allowable Reimbursable Expenses are limited to the following: Insurance, to be billed monthly with the total amount, including fee for services not to exceed the amount specified above under Contract Price.

4) **Consultant Deliverables.** The Consultant shall provide, as part of the Consultant Services, the following tangible items of Consultant Deliverables: as required for Department of State Architects. Unless otherwise provided in this Addendum No. 1 or by mutual agreement of the District and the Consultant, concurrently with the Consultant’s delivery of Consultant Deliverables to the District, which are written or graphic in nature, the Consultant shall also provide the District with electronic files of the same.

5) **Schedule for Completion of Consultant Services.** The Consultant Services shall be performed and completed in accordance with the schedule noted below. The Consultant shall be liable to the District for all consequences of the Consultant’s failure to timely and completely perform Consultant Services.

Services as required during the course of construction from May 12, 2005 – September 7, 2007. Should construction extend beyond this time period, services will be continued up to an additional 2 months at the hourly rate and estimated hours specified in Exhibit A.

6) **Insurance.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Sub-Consultants, if any, shall be as follows:

Workers Compensation

In accordance with applicable law

Commercial General Liability (including coverage for bodily injury, death, property damage)

Per Occurrence \$1,000,000.00

Aggregate \$2,000,000.00

Automobile Liability \$500,000.00

Professional Liability

Per Occurrence \$1,000,000.00

Aggregate \$2,000,000.00

7) **Notices to Consultant.** Notices from the District to the Consultant shall be addressed as follows:

**Mr. Martin Scott
2843 Hopyard Road, #15
Pleasanton, CA 94588**

8) **District Provided Facilities/Services for Consultant.** The District will furnish or cause to be furnished for use by the Consultant in performing Consultant Services and authorized Additional Consultant Services the following facilities, services or other items: Plans and Specs. Except for the facilities, services and items identified above, the Consultant shall, without adjustment of the Contract Price hereunder, provide or furnish all other facilities, services and other items necessary for completion of the Consultant Services and authorized Additional Consultant Services.

9) **No Other Modification to Agreement.** Except as set forth in this Addendum No. 1, no other term, condition or covenant of the Agreement is modified and other terms, conditions and covenants of the Agreement remain in full force and effect.

DISTRICT

CONSULTANT

Ohlone Community College District

Martin Scott

By: _____
Marian Castaneda,
**Director of Purchasing, Contract
Administration and Auxiliary Services**

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

OHLONE COLLEGE
FACILITIES PLANNING AND CONSTRUCTION
43600 MISSION BLVD.
FREMONT, CA. 94539

DATE: 3/06/2005

ATTN: Mr. Simon Barros

PROPOSED BASIS FOR CONSULTING AGREEMENT COMPENSATION

HOURLY RATE: \$ 65.00

Hours minimum: 4, (3 hours during initial and final phase).

All costs for required Insurance will be billed monthly as reimbursable. Initial Certificates of Insurance will be paid for by myself, and provided as required by the District/Governing Board. I anticipate a 15-20 Hour workweek allotment until time of start of Main Building Structure. Additional Assistant D.S.A. Approved Inspector may be required by D.S.A. If so, the District/Governing Board will compensate such Assistant in a manor to be agreed upon at some later date. I will attempt to seek Insurance coverage that can cover any additional D.S.A. Inspectors with the Idea of providing the required Coverage's in a cost effective manor the District/Governing Board. This Proposal is for Inspector of Record Services Only. The hours required are dependent on D.S.A. and Project constraints, and will be provided as needed to meet Title 24 C.B.C. requirements. If you have any further questions regarding this proposal, please do not hesitate to contact me. I am looking forward to serving the District.

Respectfully Submitted;

Martin Scott – D.S.A. Class 1-# 2202, O.S.H.P.D. # A-10365

MARTIN SCOTT
2843 HOPYARD RD. # 115
PLEASANTON, CA. 94588
WORK CELL NO: (925) 580-8453
FAX NO: (925) 396-6149
E-mail # 1: martin.g.scott@att.net
E-mail # 2: smartymarty1@hotmail.com

IOR	Proposed Schedule	Ohlone College – Newark Campus
A.	Initial Phase May 12 – September 30, 2005 20 weeks est. 20 hours/week @ \$65.00	\$28,000.00
B.	Construction Phase October 2005 – July 7, 2007 91 weeks est. 40 hours/week @ \$65.00	\$236,600.00
C.	Final Phase August 7 – September 7, 2007 9 weeks est. 20 hours/week @ \$65.00	<u>\$11,700.00</u>
Sub Total A + B + C		\$276,300.00

Est. 10 holidays/year
 Est. 20 holidays construction @ 7 hours/day @\$65/hr. <\$9,100>

Total Services	\$276,300.00	
	<u>9,100.00</u>	
	\$267,200.00	IOR Services

Reimbursable are estimated at

Professional Insurance	\$7,500.00/year
General Liability	\$2,000.00/year
Commercial Auto Insurance	<u>\$3,500.00/year</u>
	\$13,000.00/year

28 months @ 1,083.00/month

Reimbursement: **\$30,324.00**

Contract Total: **\$297,524.00**

In addition May 2006 – May 2007 hourly rate will be adjusted to reflect the Bay Area cost of living index.

Note: DSA may require an additional IOR during the construction phase.

Inspector of Record

Scope of Work

Working under the direction of the Simon Barros, Ohlone Community College District (District), the Inspector shall perform the duties of an "Inspector of Record" as generally defined and required by the State of California Building Standards Administrative Code (Part 1, Title 24, C.C.R.), section 4-342. Duties of the Inspector are to provide full time resident Inspection in support of the CM. The specific tasks required are as follows:

1. **Routine Construction Inspection:** The Inspector shall perform routine inspection to insure all parts of the Contractor's work are in conformance with the plans and specifications with respect to both quality and schedule. Inspections shall be performed and include visual observation of the contractor's ongoing activities. Inspections shall be documented through the use of inspection reports and photographs in compliance with the reporting standards established for the project by the CM.
2. **Department of the State Architect Responsibilities:** The Inspector shall work with the CM to insure that the on site project files, at a minimum, meet the standards for a job file as defined in the State Building Standards Administrative Code and also contain copies of all special inspections performed on the project. Further, the Inspector is required to maintain on site copies of all codes and standards as needed in the specification and is responsible to provide all State mandated reports and notifications. He is to perform his duties in a manner, which will result in his obtaining the personal knowledge of the work of construction either on or off site as required by the State Architect.
3. **Special Inspection:** The Inspector shall coordinate with the CM and Special Inspection team to insure all required special inspections are performed and documented.
4. **As Built:** The Inspector shall assist the CM in reviewing the Contractor's as built drawings for correctness and completeness.
5. **Contractor's Progress Payment Requests:** When requested by the CM, the Inspector shall assist with the review of the contractor's monthly progress payment requests. Review shall focus on the contractor's work progress, the status of resolution of items of non-compliance and shall include assisting the CM with the estimation of appropriate withholding amounts due to noncompliant work by the contractor.
6. **Punch list and Final Inspection:** Once the preliminary punch list items have been satisfactorily addressed, the CM shall schedule a Final Inspection walk through which shall be attended by the Owner, Architect, CM and Inspector. Based on the final walk through, the Inspector shall assist the Architect who will formulate and prepare a final punch list for action by the contractor.
7. **Disputes and Claims:** If requested the Inspector shall make himself available to the Owner in the event of contractor claims or disputes to provide factual information as to events on the project.