

OHLONE COMMUNITY COLLEGE DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Douglas Treadway

DATE: November 8, 2006

SUBJECT: Approval of Contract 251-0905-001-Amendment #1 and Addendum #2 with Keith Woods, Inspector of Record for the Ohlone College Newark Center for Health Sciences and Technology and the Student Services Building

The Board of Trustees approved contract number 251-0905-001 and Addendum #1 for Inspector of Record (IOR) Services for the Ohlone College Newark Center for Health Sciences and Technology on September 14, 2005. The Department of State Architects (DSA) has required an additional Inspector of Record (IOR) for the Newark Center for the period of September 2006 thru April, 2007, during which time the bulk of the DSA inspections are scheduled to take place.

An IOR is also required by DSA for the construction of the Student Services Building which is expected to begin May 2007.

Keith Woods submitted a proposal to amend his current contract to provide an additional Inspector for the Newark Center. The fee for Amendment #1 shall not exceed \$134,460.00; bringing the amended total for Addendum #1 to \$462,960.00.

Mr. Woods also submitted a proposal for an addendum to his contract to provide Inspector of Record Services for the new Student Services Building. The total fee for Addendum #2 shall not exceed \$252,000.00. With Amendment 1 and Addendum #2, the new contract total shall not exceed \$714,960.00.

When the majority of the inspections for the Newark Center are completed, the additional IOR would be primarily assigned to the Newark Center for the balance of the project. When construction begins in May for the Student Services Building, Keith Woods will then assume the responsibility of the Inspector of Record for the Student Services Building.

RECOMMENDATION

The President/Superintendent recommends that the Board of Trustees approve 1) Contract #251-0905-001, Amendment 1 with Keith Woods, Inspector of Record for the Ohlone College Newark Center for Health Sciences and Technology in the amount not to exceed \$134,460.00 and 2) Contract #251-0905-001, Addendum #2 for Inspector of Record Services for the Student Services Building in the amount not to exceed \$252,000.00.

Attachments: Amendment #1 for Contract #251-0905-001-Addendum #2
Contract #251-0905-00-Addendum #2

Ohlone Community College District

CONTRACT AMENDMENT #1

Contract #251-0905-001, Addendum #1
Date of original contract & addendum #1: August 24, 2005
Date of Amendment: November 8, 2006

This is an amendment to the Agreement dated August 24, 2005, between **Keith Woods Construction Inspections (“Consultant”)** and **Ohlone Community College District (“District”)** for Inspector of Record Services for the Ohlone Community College District as detailed in Contract number 251-0905-001.

The parties agree to the following changes and/or additions to the Agreement:

- 1. Consultant shall provide additional services to include an Assistant Inspector of Record (IOR) to the Ohlone College District for the construction of Newark Center for Health Sciences and Technology project pursuant with the requirements of Title 24 Parts 1, 2, 3, 4, 5 & Title 21, and the Education and Administration Codes. These services shall be provided beginning September 01, 2006 and shall continue until approximately February 12, 2008, as indicated on the Keith Woods Construction Inspections proposal dated October 3, 2006.**
- 2. The Fee for these additional services shall be \$134,460.00 which will increase the Not to Exceed Addendum #1 amount of \$328,500.00 to \$462,960.00.**

In all other respects, the terms of the original agreement remain in full effect. However, if there is a conflict between this Amendment and the original agreement, the terms of the original agreement will prevail.

Ohlone Community College District
Marian Castaneda
Director of Purchasing, Contract Administration,
Auxiliary Services
43600 Mission Blvd.
Fremont, CA 94539

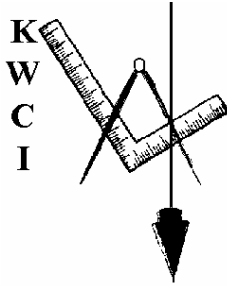
Keith Woods Construction Inspections
Keith Woods
100 Ogien Avenue
Morgan Hill, CA 95037

Signature

Signature

Date

Date



KEITH WOODS CONSTRUCTION INSPECTIONS

October 03, 2006

From : KEITH L. WOODS

To : SIMON BARROS

Subject: Inspection Services for Newark Center for Health Sciences and Technology, application # 01-106908

I propose to provide an Assistant Inspector services to the Ohlone College District for the construction of Newark Center for Health Sciences and Technology project pursuant with the requirements of Title 24 Parts 1, 2, 3, 4, 5 & Title 21, and the Education and Administration Codes.

I propose to provide the following services during the approximate date 01 September 2006 through 12 February 2008, as indicated on the contract documents.

- 1) Inspect all work done and all materials supplied by the general contractor, their agents, employees, sub contractors, and suppliers and verify conformity of all work and materials with the contract documents.
- 2) Carry out the instructions of the Project Architect, the Office of Regulatory Service, and the College District.
- 3) Ensure that all phases of the project conform to the applicable laws and regulations, including but not limited to requirements of the Education and Administration Code.
- 4) Prepare all necessary reports, including semi-monthly reports and verified reports to the Office of Regulatory Service, College District, and the Project Architect.

5) Review all Pay Requests submitted for Progress Payments for completed work by the contractor and insure that As-Built drawings are up to date before they are submitted to the Architect and College District for payment approval.

6) Review, verify change orders, and monitor change orders if they are on time and materials.

7) Assist the efforts of all parties concerned to expedite the timely completion of the project and ensure the quality of the project.

8) Insure the College District interests are being served.

PAYMENT: I agree to provide the above described services for, not to exceed \$188,460.00 for the period from 01 September 2006 through 12 February 2008. If the project goes beyond 12 February 2008, additional contract will be discussed at that time.

Monthly rate for the Assistant Inspector will be billed at the following rates:

- 9/01/06 – 02/28/07 : \$ 9,576.00/month x 6 months = \$ 57,456.00

- 3/01/07 – 8/31/07 : \$10,920.00/month x 6 months = \$ 65,520.00

- 9/01/07 – 02/12/08 : \$12,096.00/month x 5months+12days = \$ 65,484.00

This additional current contract will be reduced by the amount of \$54,000.00 (\$13,500.00x4months from 5/01/07 to 8/31/07 for the primary contract)

The amended contract will be a total of:

$(\$188,460.00 - 54,000.00) + \$328,500.00 = \$462,960.00$

KEITH L. WOODS

DSA APPROVED PROJECT INSPECTOR

ADDENDUM NO. 2
TO AGREEMENT FOR CONSULTANT SERVICES BETWEEN
Ohlone Community College District and
Keith Woods Construction Inspections
Contract Number 251-0905-001

This Addendum No. 2 modifies terms and conditions of the Agreement for Consultant Services (“Agreement”) between Ohlone Community College District (“District”) and **Keith Woods Construction Inspections**.

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

Inspection of Record Services for the construction of the Ohlone College Student Services Building, Located in the city of Fremont, California and for Miscellaneous DSA required inspections for the Fremont Campus, located in the city of Fremont, California as per the scope described in the Scope of Work (Exhibit A), in the Keith Woods Construction Inspections proposal dated 10/3/06 (Exhibit B) 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:

MONTHLY BILLINGS WITH MAXIMUM CONTRACT PRICE

The Contract Price for the Consultant Services shall be \$14,000.00 per month and shall not exceed **Two Hundred Fifty Two Thousand Dollars (\$252,000.00)**.

3) **Reimbursable Expenses.** Allowable Reimbursable Expenses are limited to the following: **None**

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 and as detailed in Exhibits A and B.** Unless otherwise provided in this Addendum No. 2 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 1, 2007 through October 31, 2008.

6) **Insurance.** Not applicable

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

Mr. Keith Woods
100 Ogien Avenue

- 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. 2, 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

Ohlone Community College District

By: _____

Marian Castaneda, Director of Purchasing,
Contract Administration and Auxiliary Services

Date: _____

CONSULTANT

Keith Woods Construction Inspections

By: _____

Name: _____

Title: _____

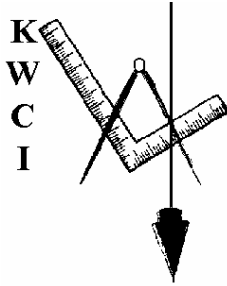
Date: _____

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.



KEITH WOODS CONSTRUCTION INSPECTIONS

October 03, 2006

From : KEITH L. WOODS

To : SIMON BARROS

Subject: Inspection Services for Student Support Services Center

I propose to provide Inspection services to the Ohlone College District for the construction of Student Support Services Center project pursuant with the requirements of Title 24 Parts 1, 2, 3, 4, 5 & Title 21, and the Education and Administration Codes.

I propose to provide the following services during the approximate date 01 May 2007 through 31 October 2008, as indicated on the contract documents.

- 1) Inspect all work done and all materials supplied by the general contractor, their agents, employees, sub contractors, and suppliers and verify conformity of all work and materials with the contract documents.
- 2) Carry out the instructions of the Project Architect, the Office of Regulatory Service, and the College District.
- 3) Ensure that all phases of the project conform to the applicable laws and regulations, including but not limited to requirements of the Education and Administration Code.
- 4) Prepare all necessary reports, including semi-monthly reports and verified reports to the Office of Regulatory Service, College District, and the Project Architect.
- 5) Review all Pay Requests submitted for Progress Payments for completed work by the contractor and insure that As-Built drawings are up to date before they are submitted to the Architect and College District for payment approval.

6) Review, verify change orders, and monitor change orders if they are on time and materials.

7) Assist the efforts of all parties concerned to expedite the timely completion of the project and ensure the quality of the project.

8) Insure the College District interests are being served.

PAYMENT: I agree to provide the above described services for the rate of \$14,000.00 per month, not to exceed \$252,000.00 for the period from 01 May 2007 through 31 October 2008. If the project goes beyond 31 October 2008, additional contract will be discussed at that time.

KEITH L. WOODS

DSA APPROVED PROJECT INSPECTOR