



Victor Valley Community College District SPECIAL MEETING OF THE BOARD OF TRUSTEES

Date: July 15, 2014

Place: **Closed Session:** 5-6 p.m. West Wing Conference Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Open Session: 6:00 p.m. Board Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

OPEN SESSION SPECIAL MEETING AGENDA ~ Board Room

*Board Room Victor Valley Community College
This meeting will be electronically recorded and web cast live at
<http://www.vvc.edu/offices/president/webcast.html>*

PUBLIC COMMENTS: *The complete written request to address the Board shall be submitted at the beginning of the open session portion of the meeting. Individuals may comment after being recognized by the Board President and before Board discussion of the particular item. (Board Policy 2350)*

1. **CALL TO ORDER** 5 p.m.
ROLL CALL
PLEDGE OF ALLEGIANCE
ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 5-6 p.m.
 - 2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
 - a) CONFERENCE WITH LABOR NEGOTIATOR –
Government Code Section 54957.6
District Representative: Randy Erickson
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United
 - b) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Public Employee No. 202071514
Government Code Section 54957(b)(1)
 - c) Conference with Legal Counsel—Anticipated Litigation
Significant Exposure to Litigation (One Potential Case)
Government Code Section 54956.9(d)(2)

2.2 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS
At this time, the Board of Trustees will listen to communication from the public on Closed Session items pertaining to college business. Each speaker is limited to one presentation per meeting on non agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)

2.3 ADJOURN TO CLOSED SESSION

OPEN SESSION SPECIAL MEETING AGENDA ~ Board Room

3. OPEN SESSION SPECIAL MEETING

6 p.m.

- 3.1 Closed Session Report
- 3.2 Public Comments Related to Action Items

PUBLIC COMMENTS RELATED TO AGENDA ITEMS
The complete written request to address the Board shall be submitted at the beginning of the open session portion of the meeting. Individuals who want to comment on agenda items may do so after being recognized by the Board President and before Board discussion of the particular item during the meeting. Comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

ACTION AGENDA

4. ADMINISTRATIVE SERVICES

- 4.1 Authorized Signatory – Roger W. Wagner – Superintendent/President YES ___ NO ___
Approval of the signature of Roger W. Wagner to represent the Board of Trustees in named matters for fiscal year 2014-2015 per Education Code 72272. Fiscal Impact: None
- 4.2 Agreement – A&E Inspection Services YES ___ NO ___
Approval to use the three (3) year agreement with A&E Inspection Services for Division of State Architect of Record services for the Dr. Prem Reddy Health and Sciences Building. Fiscal Impact: Not to exceed \$200,000.00, **Locally Bond Funded.**
- 4.3 Agreement – Merrell Johnson Companies YES ___ NO ___
Approval to use the three (3) year agreement Merrell Johnson Companies to perform materials testing and special inspection required during the construction of the Dr. Prem Reddy Health and Sciences Building. Fiscal Impact: Not to exceed \$240,000.00, **Locally Bond Funded.**

5. INFORMATION/DISCUSSION

5.1 RFQ for Legal Services
Information/Discussion

5.2 Silverado Stadium Facility Use
Information/Discussion

5.3 First Read – Board Policy #2370 Invocations at Board of Trustees Meetings
Information/Discussion



6. ADJOURNMENT

YES ___ NO ___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Trinda Best, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2455, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: AUTHORIZED SIGNATORIES
SUBMITTED BY: G.H. Javaheripour, Administrative Services
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Roger W. Wagner 

Description/Background:

For the 2014-2015 fiscal year, Roger W. Wagner should be acknowledged as authorized representative of the Board of Trustees to execute:

- | | | |
|------------------------------|-----------------------------|-----------------------------|
| Contracts and Agreements | Batch Payments | Employee Expense Claims |
| Resolutions and Applications | Budget Transfers | Payroll Prelists |
| Receipts and Disbursements | Certify/Attest Board Action | Purchase Orders |
| County Treasurer Reports | Revolving Cash Fund | Payroll Revolving Cash Fund |
| Notices of Employment | Workers Compensation Claims | Journal Entries |
| Inter-Fund Transfers | | |

Need:

In order to conduct college business, it is necessary to have authorized signatories of the District to sign various documents.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the signature of Roger W. Wagner to represent the Board in the above-named matters for fiscal year 2014-2015 per Education Code 72282.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

COUNTY FORM NO. 1
 REGULAR AUDIT
 DISTRICT FINANCIAL SERVICES DIVISION
 COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT


SUBJECT MATTER: BOARD DELEGATION – CERTIFY/ATTEST BOARD ACTION

DATE OF ACTION: July 15, 2014

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

As per Ed. Code 35250, the governing board of every school/community college district shall certify or attest to actions taken by the governing board whenever such certification or attestation is required for any purpose.

As per Ed. Code 35161, the individual(s) named below are delegated to certify or attest governing board action.

<input checked="" type="checkbox"/> ADD <input type="checkbox"/> DELETE <u>Roger W. Wagner</u> <small>NAME</small> <u>Superintendent/President</u> <small>TITLE</small> <u>2014-2015</u> <small>FISCAL YEAR</small>  <small>SIGNATURE</small>	<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <small>SIGNATURE</small>	<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <small>SIGNATURE</small>
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AUTHORITY: <u> X </u> EDUCATION CODE _____ GOVERNMENT CODE _____ PUBLIC CONTRACT CODE _____ OTHER: LEGAL OPINON	SECTION: <u> 35161, 72600, 35250 </u> SECTION: _____ SECTION: _____ SECTION: _____
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SUPPORTIVE DATA: BOARD MINUTES OF ACTION DESIGNATING SAME.

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE _____ TITLE _____ DATE _____

SIGNATURE: GOVERNING BOARD DESIGNEE _____ TITLE _____ DATE _____

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COUNTY FORM NO. 2
REGULAR AUDIT

San Bernardino County Superintendent of Schools
DISTRICT FINANCIAL SERVICES

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS

DATE OF ACTION: July 15, 2014

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

NAME OF AUTHORIZED AGENT: Roger W. Wagner

TITLE OF AUTHORIZED AGENT: Superintendent/President

ACTUAL SIGNATURE OF AUTHORIZED AGENT: _____

AUTHORIZATION RELATES TO DOCUMENTS NOTED BELOW:

- DISTRICT ORDERS (AND RELATED JOURNAL ENTRIES)
- PAYROLL ORDERS (AND RELATED JOURNAL ENTRIES)
- VOLUNTARY PAYROLL DEDUCTIONS (PAY620)
- NOTICES OF EMPLOYMENT FOR CERTIFICATED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES

PURCHASE ORDERS:

MONETARY LIMITATION: Unlimited FISCAL YEAR: 2014-2015

CONTRACTS:

MONETARY LIMITATION: Unlimited FISCAL YEAR: 2014-2015

NO CONTRACT APPROVED PURSUANT TO THIS DELEGATION SHALL BE VALID UNTIL SUCH APPROVAL HAS BEEN RATIFIED BY THE GOVERNING BOARD OF THE SCHOOL DISTRICT.

NOTE: IF NO LIMITATIONS ARE TO APPLY TO THE DELEGATION NOTED ABOVE, PLEASE INDICATE 'NONE' IN THE BLANK SPACES PROVIDED.

- JOURNAL ENTRIES (FOR THOSE NOT AUTHORIZED FOR DISTRICT OR PAYROLL ORDERS)
- INTERFUND TRANSACTIONS
- BUDGET TRANSFERS
- OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY: X EDUCATION CODE
X EDUCATION CODE

SECTION: 17604, 17605, 35161, 81655
SECTION: 42603

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE _____ TITLE _____ DATE _____

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COUNTY FORM NO. 1
REGULAR AUDIT
DISTRICT FINANCIAL SERVICES DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

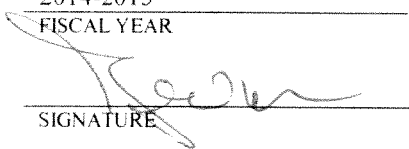
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<input type="checkbox"/> DELETE	<input type="checkbox"/> DELETE	<input type="checkbox"/> DELETE
<u>Roger W. Wagner</u>		
NAME		
<u>Superintendent/President</u>		
TITLE	TITLE	TITLE
<u>2014-2015</u>		
FISCAL YEAR	FISCAL YEAR	FISCAL YEAR
		
SIGNATURE	SIGNATURE	SIGNATURE

AUTHORITY:	<u>X</u> EDUCATION CODE	SECTION:	<u>35161, 72600, 35250</u>
	____ GOVERNMENT CODE	SECTION:	_____
	____ PUBLIC CONTRACT CODE	SECTION:	_____
	____ OTHER: LEGAL OPINON	SECTION:	_____

SUPPORTIVE DATA: BOARD MINUTES OF ACTION DESIGNATING SAME.

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San Bernardino County Superintendent of Schools
DISTRICT FINANCIAL SERVICES

CERTIFICATION OF BOARD MINUTES

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SUBJECT MATTER: BOARD DELEGATION-AUTHORIZED AGENT STATUS
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TITLE OF AUTHORIZED AGENT: Superintendent/President

ACTUAL SIGNATURE OF AUTHORIZED AGENT: 

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- NOTICES OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES
- NOTICES OF EMPLOYMENT FOR STUDENTS AND TEMPORARY EMPLOYEES
- PURCHASE ORDERS:
MONETARY LIMITATION: Unlimited FISCAL YEAR: 2014-2015
- CONTRACTS:
MONETARY LIMITATION: Unlimited FISCAL YEAR: 2014-2015

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- INTERFUND TRANSACTIONS
- BUDGET TRANSFERS
- OTHER BOARD DELEGATED AUTHORITY, PLEASE SPECIFY _____

AUTHORITY: X EDUCATION CODE SECTION: 17604, 17605, 35161, 81655
X EDUCATION CODE SECTION: 42603

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COUNTY FORM NO. 1
REGULAR AUDIT
DISTRICT FINANCIAL SERVICES DIVISION
COUNTY OF SAN BERNARDINO


CERTIFICATION OF BOARD MINUTES

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<u>Roger W. Wagner</u> NAME	_____	_____
<u>Superintendent/President</u> TITLE	_____	_____
<u>2014-2015</u> FISCAL YEAR	_____	_____
 SIGNATURE	_____	_____

AUTHORITY:	<input checked="" type="checkbox"/> EDUCATION CODE <input type="checkbox"/> GOVERNMENT CODE <input type="checkbox"/> PUBLIC CONTRACT CODE <input type="checkbox"/> OTHER: LEGAL OPINON	SECTION:	<u>35161, 72600, 35250</u> _____ _____ _____
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**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: AGREEMENT – A & E INSPECTION SERVICES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Roger W. Wagner  _____

Description/Background:

The District wishes to utilize the three (3) year agreement, which was renewed at the June 10, 2014 Board of Trustees meeting, with A & E Inspection Services to provide Inspector of Record services needed during the construction of the Dr. Prem Reddy Health and Sciences Building. This is required by the Division of State Architects for all District projects.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

The Division of State Architect requires an Inspector of Record at all Community College construction projects.

Fiscal Impact:

Not to Exceed \$200,000.00 – Locally Bond Funded

Recommended Action:

It is recommended that the Board of Trustees approve the use of the three (3) year agreement with A & E Inspection Services for Division of State Architect Inspector of Record services for the Dr. Prem Reddy Health and Sciences Building for a total not to exceed \$200,000.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

RUBEN G. MANZANARES
A & E INSPECTION SERVICES
P.O. BOX 745 Beaumont, Ca. 92223
(951) 906-1538 / rubenmanzanares@verizon.net

Fee Schedule

<u>Inspector</u>	<u>Reg. hours</u> <u>7:00am - 4:00pm</u>	<u>After hours</u> <u>after 4:00pm</u>	<u>Sundays</u> <u>& Holladay's</u>
Class 1 Project Inspector	\$75.00 per hour	\$112.50	\$150.00
Class 2 Project Inspector	\$70.00 per hour	\$105.00	\$140.00
Class 3 Project Inspector	\$65.00 per hour	\$101.50	\$130.00
Special Masonry Inspector	\$75.00 per hour	\$112.50	\$150.00
CWI (Field) Inspector	\$75.00 per hour	\$112.50	\$150.00

Inspectors shall be provided with a four (4) hour minimum per site visit.

Special Inspections, torque testing and reporting on posted installed concrete anchors are performed by the Project Inspectors and or the Assistant Inspectors at **No Additional Cost** to the owner (School District). Pull testing shall be provided by others.

Total (**not to exceed**) costs for the Project Inspector services are based on the construction schedule / duration and can be provided on a project by project bases.

AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

This Three (3) Year Agreement for Construction Inspection Services ("Agreement") is entered into this 12th day of April 2011 by and between **Victor Valley College District ("District")** and **Ruben G. Manzanares DBA: A&E Inspection Services ("Consultant")**. The District and Consultant are collectively referred to herein as the "Parties".

WHEREAS, the District intends to award various contracts for State & Locally funded capital construction projects. (The "Projects") for the District.

WHEREAS, pursuant to applicable laws and regulations, including without limitation Education Code §17311 and Title 24, California Code of Regulations ("CCR"), during construction of the Projects, the District must provide for competent, adequate and continuous inspection by an Inspector of Record ("IOR") satisfactory to the Project Architect and the California Department of General Services (Division of the State Architect/DSA).

WHEREAS, Consultant is duly qualified and capable of providing and performing the IOR services during construction of the Projects as required by applicable law or regulation.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, it is agreed:

1. BASIC SERVICES

- 1.1 Inspection Services. Consultant shall provide or perform all IOR services during Project construction required by applicable law or regulation. Consultant and the individual it designates as the Inspector to provide IOR services hereunder shall have the authority and responsibilities of an IOR as set forth in the Education Code and the CCR. Except as otherwise expressly provided in this Agreement, Consultant shall provide all personnel and materials, tools or equipment necessary or required to provide or perform the continuous inspection required by law or regulation. Included in the scope of Basic Services is coordinating for special tests/inspections required by applicable law or regulation in connection with portions of the Projects such as steel fabrication, welding and concrete mix. The specific tasks to be performed by Consultant in performing Basic Services are set forth in attachment "A".
- 1.2 Designation of Inspector. Consultant designates Ruben G. Manzanares to provide a Class 1, Project Inspector who will provide and perform IOR Services during construction of the Projects. The District shall provide all necessary assistants to the Inspector as required or necessary by the condition or status of construction of the Projects and as required or necessary to comply with applicable law or regulation.

- 1.3 Inspector Qualifications. Consultant warrants and represents to the District that the Inspector provided and any additional or assistant Inspector(s) are duly qualified and certified under applicable law to provide and perform the IOR services required by law or regulation. Consultant further warrants and represents to the District that any additional or assistant Inspector(s) or any Inspector designated by Consultant for the Projects in lieu of or in addition to the IOR shall be duly qualified and certified to provide and perform IOR services required by law or regulation.
- 1.4 District Approval. Consultant shall not replace the IOR as the Inspector without the prior approval of the District. If the District consents to replacement of the IOR as the Inspector, the individual proposed by Consultant as the replacement Inspector shall be subject to the District's approval.
- 1.5 Consultant Responsibilities. Consultant shall provide and perform IOR services under this Agreement in conjunction with the services, work or other items provided to or in connection with construction of the Projects under the contract(s) between the District and the Contractor(s), the contract between the District and the Project Architect and the contract between the District and the Project Manager. Consultant shall provide and perform services under this Agreement fully, timely and in such a manner so that construction progress is not delayed, hindered or otherwise detrimentally impacted. Consultant shall comply with procedures, processes and other mechanisms implemented by the District in connection with Project construction or administration of the contract(s) with the Contractor.

2. **CONTRACT DURATION.** Consultant shall provide IOR services through the completion of construction of the Projects as listed. (Various Projects as determined), for a period of Three (3) years from the date this contract was entered into.

3. **CONSULTANT FEES; CONTRACT PRICE**

- 3.1 Contract Price: The Contract Price of this Agreement is based on the hourly billing rates set forth in attachment "B". It includes fees for personnel expenses, including all benefits and burdens, insurance and all other overhead or general administrative costs associated with or arising out of the performance of obligations under this Agreement.
- 3.2 Estimated Hours of Inspection: The following estimated hours of inspection are based on the current construction schedules.
- 3.3 Adjustment of Contract Price. The Contract Price shall not be subject to adjustment unless: (a) the actual number of Inspection Hours exceeds the Estimated Inspection Hours and excess Inspection Hours do not result from any fault or neglect of Consultant; (b) IOR services are performed or provided in any one day by the Inspector or any Assistant Inspector for more than eight (8) hours without fault or neglect of Consultant; (c) IOR services are provided on a Sunday or a District recognized holiday without fault or neglect of Consultant. If the Contract Price is subject to adjustment pursuant to (a) above, Inspection Hours exceeding the Estimated Hours will be compensated at the rates set forth in Exhibit "B".
- 3.4 Consultant Billings to District. During the course of providing Basic Services, Consultant shall submit monthly billing statements to the District for the payment of the full time (8 hours per day) Basic Services performed in the immediately prior month. Consultant billing statements shall be in such form and format as may be required by the District and

shall include an itemization of the Inspection Hours incurred, identified of the individual(s) performing IOR services and a general description of the services provided for the Inspection Hours incurred.

- 3.5 District Payments of Contract Price. Within thirty (30) days of the date of the District's receipt of a billing statement submitted in accordance with this Agreement, the District will make payment to Consultant of undisputed amounts of the Contract Price due for Basic Services. No deductions will be made or withheld from payments due Consultant hereunder on account of any penalty, assessment or liquidated damages withheld by the District from the Contractor(s). The District may, however, withhold or deduct portions of the Contract Price otherwise due Consultant if Consultant fails to timely or 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 this District as a result of Consultant's failure to perform a material obligation hereunder.

4. INDEMNITY; INSURANCE

- 4.1 Consultant Indemnification of District. Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Board of Education, agents and representatives from and against any and all claims, demands, losses, responsibilities or liabilities, including attorneys fees and costs for: (i) injury or death of any person arising out of Consultant's performance under this Agreement; (ii) damage to property, and (iii) other costs or charges directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions or other conduct of Consultant or its employees, agents or representatives in the performance of obligations or services under this Agreement.
- 4.2 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 solely arise out of negligent or willful acts, omissions or other conduct of the District or its employees, agents or representatives.
- 4.3 Workers Compensation and Employers Liability Insurance. Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall purchase and maintain Employer's Liability Insurance covering 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 required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Consultant hereunder.
- 4.4 Commercial General Liability and Property Insurance. Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a

result of an offense directly or indirectly related to employment of such person by Consultant, or (b) by another person; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) 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 (vi) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.

4.5 Coverage Amounts. Insurance to be procured and maintained by Consultant shall be in the following minimum coverage amounts and reimbursable by the District as outlined in Attachment B.

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Property Damage	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

4.6 Insurance Certificates. Prior to performing services under this Agreement, Consultant shall deliver Certificates of Insurance to the District which evidences each of the policies of insurance in the minimum coverage amounts required hereunder. All insurance required hereunder shall include, by endorsement or otherwise, provisions by which the policy of insurance will not be materially amended or allowed to elapse without at least thirty (30) days prior written notice to the District of such amendment or lapse.

5. TERMINATION; SUSPENSION

5.1 Termination for Default. Either the District or Consultant may terminate this Agreement upon ten (10) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and such default is not caused by the party initiating the termination. Such termination shall be effective the tenth (10th) day following the date of the written termination notice. In addition to the District's right to terminate this Agreement for Consultant's default, the District may terminate this Agreement if: (i) Consultant becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations applicable to this Agreement or the services and obligations to be performed by Consultant under this Agreement. If the District exercises the right of termination hereunder, the amount due Consultant shall be that portion of the Contract Price due for Basic Services actually provided as of the effective date of termination,

reduced by damages, losses, costs or other expenses incurred or sustained by the District as a result of Consultant's default.

- 5.2 District Termination for Convenience. The District may, at any time, upon thirty (30) days advance written notice to Consultant, terminate this Agreement for the District's convenience. If the District elects to terminate this Agreement for the District's convenience, within thirty (30) days following the effective date of such termination for convenience, the District will make payment to Consultant for Basic Services actually provided prior to the effective date of the termination for convenience.
- 5.3 District Suspension. The District may direct suspension of Project construction and suspension of Consultant's services hereunder. If the period of any suspension of services under this Agreement does not exceed thirty (30) consecutive days, there shall be no adjustment of the Contract Price for any suspension directed by the District. If the period of any suspension of services under this Agreement is more than thirty (30) consecutive days, the Contract Price shall be subject to adjustment to reflect the additional actual costs directly resulting from suspension of more than thirty (30) consecutive days. The foregoing notwithstanding, the Contract Price shall not be subject to adjustment if the District's directive to suspend Project construction or Consultant's performance of services hereunder results in whole or in part from the acts, omissions or other conduct of Consultant.
- 5.4 Architect/Department of General Services (DSA) Approval. If either the Project Architect or the Department of General Services (DSA) shall not approve of Consultant to provide IOR Services for Project construction, this Agreement shall be deemed terminated without further rights or obligations of the District or Consultant hereunder. Unless the District shall have directed Consultant's performance prior to the Project Architect and the Department of General Services (DSA) approval of Consultant, no part of the Contract Price shall be due Consultant if Consultant is not approved to provide IOR Services by the Project Architect or the Department of General Services (DSA).
- 5.5 Mutual Consent This agreement may be terminated by mutual written consent of the parties.

6. MISCELLANEOUS

- 6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Consultant.
- 6.2 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.
- 6.3 Authority. The individual(s) executing this Agreement on behalf of the District and Consultant warrant and represent that she/he is authorized to execute this Agreement and bind the District and Consultant to all terms hereof.
- 6.4 Notices. Notices which Consultant or the District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Agreement or modified by notice hereunder from time to time. Notices shall be effective only if by personal

Return Receipt Requested, First Class, postage fully pre-paid. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

G.H. Javaheripour
Victor Valley College District
18422 Bear Valley Rd
Victorville Ca. 92392
Phone: (760) 245 4271
Fax: (760) 245 9744

If to Consultant:

Ruben G Manzanares
A & E Inspection Services
P.O. Box 745
Beaumont, Ca. 92223 .
Phone: (951) 845-1783
Fax: (951) 922-4516

- 6.5 Consultant Independent Contractor Status. In providing services under this Agreement, Consultant shall be an independent contractor to the District.
- 6.6 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 subsequent breach or default by the other.
- 6.7 Severability. 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.
- 6.8 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended only if performance of the obligation is delayed or prevented by the conduct of the other Party, acts of God, labor disturbances or other events not reasonably foreseeable and outside of the control of the Parties.
- 6.9 Entire Agreement. This Agreement constitutes 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 oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Consultant and the District.

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

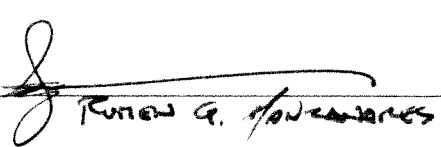
“District”

Victor Valley College DISTRICT,
A California School District

By 

“Consultant”

Ruben G. Manzanares
A & E Inspection Services

By 

Attachment “A”

Attachment "A"

SCOPE OF INSPECTOR'S BASIC SERVICES:

The IOR's services shall include, but not be limited to the following tasks:

- A. Act as an agent for the Owner at the project site, providing inspection services to ensure compliance with code, plans, specifications and quality assurance required of an educational, public works facility. Issue correction and stop work notices, as necessary, and notify the District's Director of Facilities and the Construction Manager, in writing, if observed work does not conform to contract document.
- B. Keep a current and up to date file of approved plans and specifications (including all approved documents authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Construction Manager for proper action. The approved plans and specifications shall have all addenda, changes, field directives identified and posted in the job file.
- C. Inspect and verify that Contractor's As-Built record documents are updated on a regular basis and are complete and up to date monthly prior to processing of Contractor's monthly payment request.
- D. All inconsistencies or suspected / apparent errors in the plans and specifications shall be reported promptly to the District's Director of Facilities and the Construction Manager for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, specifications unless accompanying documents authorize such changes.
- E. Cooperate with the Architect, Construction Manager, Testing Lab, regulatory agencies and appropriate governing bodies during the observation of the work of construction to insure compliance with the approved drawings and specifications.
- F. Request interpretations and clarifications of the approved contract drawings and specifications when necessary from the Architect via the Construction Manager.
- G. Refer any received code interpretations that cause deviations from the approved drawings and specifications to the Architect and the Construction Manager for preparation of response.
- H. Maintain liaison with the A/E, Construction Manager, Testing Lab, District and other regulatory agencies and governing bodies as necessary to maintain project continuity.
- I. Submit, **on a weekly basis**, an activity / inspection report to the Construction Manager, including the following information as it pertains to work inspected:
 - 1. Activities performed by the Contractors, and areas where work is performed.

2. Manpower assigned to each Contractor and Subcontractor.
 3. Weather conditions.
 4. Equipment and materials delivered to the site.
 5. Construction equipment and vehicles utilized.
 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
 7. Verbal instruction and clarifications of the work given to the Contractor.
 8. Inspection by representative of regulatory agency.
 9. Note observed occurrences or conditions that might affect Contract Sum or Contract Time.
 10. List of telephone calls made of a substantial nature, including statements or commitments made during the call.
 11. List visitors to the site, titles, and reason for visit.
 12. Record any work or material in place that does not correspond with codes, the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- J. IOR shall comply with all federal, state, county and local governmental requirements.
- K. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, steel erection, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc. The Consultant or their representatives shall not issue instructions or directions regarding methods or means of job performance to the Contractor or in any way assume responsibility for the work performed.
- L. Attend all meetings as requested in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, pre-construction meetings, weekly progress meetings, pre-subcontract meetings, etc.
- M. Assist the Construction Manager and District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- N. Inspect, verify and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** occur within 48 hours (two working days) of Contractor's notification to the Inspector of delivery of equipment or materials to the job site. The Contractor is responsible for providing identifying paperwork and documentation for all delivered materials and equipment supplied to the job.
- O. Submit to the District's Director of Facilities and the Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in the field for construction that will result in a variance from the drawings or specifications as originally issued. This will not be in lieu of the Contractor's RFI.

- P. Assist in the review and approval and sign the Contractor's Payment Requests at billing meetings.
- Q. When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a "punch list" and submit to the District's Director of Facilities and the Construction Manager.
- R. Assist the District in the review of Contractor's Submittals, upon request.
- S. Upon completion of project, deliver all inspection records and project correspondence to the District's Director of Facilities and the Construction Manager.
- T. Prior to commencement of work, IOR will cooperate with the District, Construction Manager, and the Architect to develop an inspection plan for the construction on and of the Schools.
- U. Submit periodic verified reports to the Architect and Division of the State Architect in compliance with State law, which reports shall be based upon actual personal knowledge obtained through personal continuous inspection of the construction work in all stages of its progress at the site. Provide copies of verified reports to the District's Construction Manager.
- V. Complete and submit the final verified reports to the Architect and Division of the State Architect in compliance with State law upon the Contractor's completion of the project. Provide copies of final verified reports to the Construction Manager.

OTHER REQUIREMENTS:

Facilities and Equipment:

- I. The District will provide:
 - a. Temporary field office as applicable to each project.
- II. The Consultant will provide:
 - a. His/her own vehicle
 - b. Any special equipment
 - c. Any clerical support
 - d. Other furnishings, hardware, software, and goods and supplies necessary to perform services as required by this contract.

End of Attachment "A"

Attachment "B" – FEE SCHEDULE

Fee Schedule

<u>Inspector</u>	<u>Reg. hours 7:00am - 4:00pm</u>	<u>Over Time after 4:00pm</u>	<u>Sundays & Holiday's</u>
Class 1 Inspector	\$75.00 per hour	\$112.50	\$150.00
Class 2 Inspector	\$70.00 per hour	\$105.00	\$140.00
Class 3 Inspector	\$65.00 per hour	\$ 97.50	\$130.00
Special Masonry Inspector	\$70.00 per hour	\$105.00	\$140.00
CWI (Field) Inspector	\$70.00 per hour	\$105.00	\$140.00

Special inspections, torque testing and reporting for posted installed concrete anchors are performed by the Project Inspectors or the Assistant Inspectors at No Additional Cost to the owner (District).

Inspectors shall be provided with a four (4) hour minimum per site visit.

Overtime work on Sundays, National Holidays and Excessive overtime requires authorization by the district's construction manager.


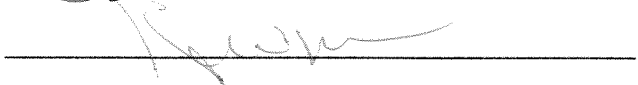
* Work on Sundays, National Holidays and excessive overtime will be billed accordingly at time and a half. Work day is 8 continuous hours between 5 AM to 11 PM.

* Reimbursements for Bonding and Insurances will be paid by the District to the I.O.R within 30 days of submittal and proof of required Bonding and insurance.

End of attachment "B"

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT ___ BOARD ACTION X BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – MERRELL JOHNSON COMPANIES
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to utilize an existing three (3) year agreement, which was originally approved by the Board on April 9, 2013, with Merrell Johnson Companies for materials testing and special inspection services needed during the construction of the Dr. Prem Reddy Health and Sciences Building. This is required by the Division of State Architects (DSA) office for all District projects. The fiscal impact listed below is an estimate based on the DSA approved set of construction plans; however the final fiscal impact will ultimately be based on the actual number of tests necessary as determined by the inspector to complete the project. Therefore, the fiscal impact may decrease or increase depending on the actual number of tests performed to complete the project.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

The Division of State Architects office requires materials testing and special inspection on all Community College construction projects. The Dr. Prem Reddy Health and Science Building project was originally approved by the Board on June 14, 2011.

Fiscal Impact:

\$240,000.00 – Bond Funded

Recommended Action:

It is recommended that the Board of Trustees approve the use of the three (3) year agreement with Merrell Johnson Companies to perform materials testing and special inspection required during the construction of the Dr. Prem Reddy Health and Sciences Building in an amount not to exceed \$240,000.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



Proposal for Materials
Testing and Special
Inspection Services

Science & Health Building
Victor Valley College
Victorville, California

Prepared For:
Victor Valley Community College District
18422 Bear Valley Road
Victorville, California 92392

Attention: Steve Garcia, Facilities Director
steve.garcia@vvc.edu

June 12, 2014

concept to completion

ENGINEERING | SURVEYING | TESTING | INSPECTION



June 12, 2014

Victor Valley Community College District
18422 Bear Valley Road
Victorville, California 92395
Attn: Steve Garcia, Director of Facilities, Construction & Contracts

**Re: Proposal for Materials Testing and Special Inspection Services
Construction of a Science & Health Building, Victor Valley College, Victorville, California**

Reference: DSA File No. 36-C4, DSA Application No. 04-113168

Ladies and Gentlemen:

We are pleased to provide the following estimated costs and services proposal for the above referenced project, and thank you for your consideration.

We have developed the enclosed costs and services based on the approved 2013 VVCC pricing matrix (dated 12.19.2012) and of our review of the project plans and specifications. We understand this project is subject to State Prevailing Wage requirements. The following should be considered an estimate subject to the actual construction schedule and project conditions.

We appreciate the opportunity to be of service, and look forward to the successful completion of this project.

Sincerely,
Merrell Engineering Company, Inc.

A handwritten signature in cursive script, appearing to read "Chris Langdon". The signature is written in black ink and is positioned above the printed name of the signatory.

Chris Langdon, Project Manager

Project Description

A new Science & Health Building is being constructed immediately to the east of the existing Science Building at Victor Valley College. The new building will be a single-story masonry structure occupying a plan area of approximately 24,235 square feet. Four shade structures, three covered exterior walkways, and a trash enclosure will also be constructed. The parking lot located immediately west of the new building will be reconstructed to accommodate the new building configuration and provide accessible parking stalls; a paved access road and a passenger drop-off will be constructed north and south of the new building, respectively. The exterior improvements will also include concrete walkways, a courtyard area, and associated landscaping.

Scope of Services

Based on our review of the project plans/specifications, the construction schedule provided by Balfour Beatty Construction (Data Date 01-May-14), and our experience providing the testing/inspection services for numerous DSA projects, we anticipate the following testing/inspection service will be required during the construction of the new Science & Health Building.

- Soil and Aggregates
 - Grading observation and fill compaction testing
 - Compaction testing of utility line trench backfills
 - Compaction testing of interior piping/conduit/duct-work trench backfills
 - Foundation soil inspection
 - Foundation soil inspection of drilled piers/caissons
 - Compaction testing of exterior sidewalk/hardscape subgrade
 - Compaction testing of curb/gutter subgrade
 - Compaction testing of parking lot subgrade and aggregate base
 - Laboratory testing – maximum density of soil and aggregate base (D1557)
 - Laboratory testing – sand equivalent of pipe-zone shade sand (D2419)
- Concrete
 - Tag, sample, and identify reinforcing steel
 - Laboratory test – tension and bend testing of reinforcing steel (A370)
 - Concrete batch plant inspection
 - Concrete technician – fabricate concrete test cylinders and test the concrete temperature, slump, and air content during placement (C31)
 - Pick-up concrete test cylinders and deliver them to our laboratory, within 24 to 48 hours, for curing and compression testing
 - Laboratory test -- compression testing of concrete test cylinders (C39)
 - Pull testing of post-installed bolts/dowels and shot pins

- Masonry
 - Tag and identify concrete masonry units (CMU)
 - Laboratory testing of CMU, including dimension, moisture content, shrinkage, absorption, and compressive strength (C140).
 - Tag, sample, and identify reinforcing steel
 - Laboratory testing of reinforcing steel – tension and bend (A370).
 - Masonry placement inspection, including fabrication of mortar and grout samples (unit strength method)
 - Pick-up mortar and grout test samples and return them to our laboratory, within 24 to 48 hours, for curing and compression testing
 - Laboratory testing – compression testing of mortar test samples
 - Laboratory testing – compression testing of grout test samples
 - Core drill completed masonry walls
 - Laboratory test – Shear strength of masonry cores (C1314)
 - Pull and/or torque testing of post-installed anchors
- Structural Steel
 - Shop welding inspection, including identification of structural steel elements
 - Field welding inspection
 - Ultrasonic testing of shop and field welding as required
 - High-strength bolting inspection, including sampling for laboratory tests
 - Laboratory testing of high-strength bolt assemblies
 - Pull testing of ceiling wires
- Hot Mix Asphalt
 - Hot mix asphalt placement inspection, including temperature and density testing
 - Laboratory test – theoretical maximum density of bituminous mixtures (D2041)
 - Laboratory test - percent asphalt and gradation (D6307)

Our proposal is limited to the services outlined above. Additional testing/inspection services provided by our firm and not listed above will be provided upon request at the hourly/unit rates provided in our attached Schedule of Fees. **If any of the services outlined above are performed by the Project Inspector or are waived by the Project Inspector/District, our fees will be reduced accordingly.**

This proposal assumes the steel fabrication shop is located within 60 miles of the project site. Additional fees for travel time or per diem will be charged to provide shop welding inspection and ultrasonic testing services if the shop is located out of this area.

Estimated Costs and Services Summary

Below you will find a summary of our estimated costs for the scope of services outlined above for this project. Our estimate was developed based on our careful review of the project plans and the requirements presented in the project specifications. The estimated number of inspection hours and tests assumed for this proposal should be considered approximate depending on how closely we estimated the actual construction schedule.

While the below is an estimate, we strive to provide an accurate cost, and make every effort through active coordination with our clients to ensure our services exceed our client's expectations and meet our client's budget and schedule.

The anticipated services and associated costs for this project include:

Soil Sampling, Testing and Inspection (Time & Materials)	\$25,735.00
Concrete Sampling, Testing and Inspection (Time & Materials)	\$25,250.00
Masonry Sampling, Testing and Inspection (Time & Materials)	\$68,280.00
Structural Steel Testing and Inspection (Time & Materials)	\$96,760.00
Asphalt Sampling, Testing and Inspection (Time & Materials)	\$2,810.00

Total Estimated Cost **\$218,835.00**

A detail of services and quantities anticipated for this project has been provided under 'Estimated Costs and Services Detail' herein. Time and Materials costs and services are subject to the actual construction schedule, quality of construction, conditions of approval, governing bodies, project specifications and any other unforeseen or mitigating circumstances. We will not exceed the above estimated costs without prior notification. The estimated costs do not include services performed at overtime, weekend, or holiday rates, or any additional periods not conducted during a normal work day/week (8-Hours, per day, Monday – Friday). The estimated costs do not include stand by time, failure to meet the minimum cancellation requirement for scheduled testing/inspection, unscheduled testing or inspection, rush/urgent reporting or any other unforeseen circumstances. Services for this project do not include supervision or direction of construction, the contractor or subcontractors. Services conducted by this firm shall in no way release the contractor from responsibility for defects in work or project safety. We have not included in our scope of work those items of services not listed.

Asphalt Sampling, Testing and Inspection

Field sampling and testing, sample transport, laboratory testing, and periodic observation of asphalt paving and associated elements.

Subtotal: **\$2,810.00**

	Hours	Qty	Rate	Total
Project Manager	2.0		\$110.00	\$220.00
Prepare/review reports and attend site meetings	2.0		\$110.00	\$220.00
Administrative Assistant	2.0		\$60.00	\$120.00
Project Coordinator	2.0		\$75.00	\$150.00
Dispatch inspectors; review and distribute reports	2.0		\$75.00	\$150.00
Special Inspectors	16.0	0.0	\$95.00	\$1,520.00
Special Inspector: Field				
Asphalt placement inspection and testing	16.0		\$95.00	\$1,520.00
Laboratory Tests--ASTM		4.0		\$800.00
D2041 Theoretical Maximum Density of Bituminous Mixtures (Rice)		2.0	\$125.00	\$250.00
D6307 Asphalt Content of Hot Mix Asphalt (% Asphalt and Gradation)		2.0	\$275.00	\$550.00

Concrete Sampling, Testing and Inspection

Field sampling and testing, sample transport, laboratory testing, and periodic observation of concrete and associated elements.

Subtotal: \$25,250.00

	Hours	Qty	Rate	Total
Principal Engineer	4.0		\$145.00	\$580.00
Prepare/review reports and attend site meetings	4.0		\$145.00	\$580.00
Project Manager	8.0		\$110.00	\$880.00
Project overview/site inspections	8.0		\$110.00	\$880.00
Administrative Assistant	8.0		\$60.00	\$480.00
Project Coordinator	12.0		\$75.00	\$900.00
Dispatch inspectors; review and distribute reports	12.0		\$75.00	\$900.00
Field Technicians	232.0	0.0	\$85.00	\$18,760.00
Sample and test concrete	112.0		\$85.00	\$9,520.00
Pick up concrete test cylinders	12.0		\$45.00	\$540.00
Field Technician: Batch Plant				
Batch plant inspection	96.0		\$85.00	\$8,160.00
Travel (Portal to Portal)	12.0		\$45.00	\$540.00
Mix Design	2.0	0.0		\$250.00
Concrete Mix Design Review	2.0	0.0	\$125.00	\$250.00
Equipment		7.0		\$200.00
Air Content, Unit Weight Test Equipment		6.0	\$25.00	\$150.00
Pull Test Equipment		1.0	\$50.00	\$50.00
Laboratory Tests--ASTM		104.0		\$3,200.00
A370 Bend Test of Reinforcing Steel		12.0	\$45.00	\$540.00
A370 Tension of Reinforcing Steel (No. 11 or Smaller)		12.0	\$55.00	\$660.00
C39 Compressive Strength of Concrete Cylinders		80.0	\$25.00	\$2,000.00

Masonry Sampling, Testing and Inspection

Field sampling and testing, sample transport, laboratory testing, and periodic observation of masonry and associated elements.

Subtotal: \$68,280.00

	Hours	Qty	Rate	Total
Project Manager	8.0		\$110.00	\$880.00
Prepare/review reports and attend site meetings	8.0		\$110.00	\$880.00
Administrative Assistant	8.0		\$60.00	\$480.00
Project Coordinator	32.0		\$75.00	\$2,400.00
Dispatch inspectors; review and distribute reports	32.0		\$75.00	\$2,400.00
Laboratory Manager	4.0		\$110.00	\$440.00
Prepare lab reports	4.0		\$110.00	\$440.00
Special Inspectors	480.0	0.0	\$95.00	\$45,600.00
Masonry placement inspection and testing, including reinforcing steel and grout	480.0		\$95.00	\$45,600.00
Field Technicians	82.0	0.0	\$85.00	\$6,250.00
Sample reinforcing steel/aggregates/block	16.0		\$85.00	\$1,360.00
Pick up mortar/grout test samples	12.0		\$45.00	\$540.00
Field Technician: Batch Plant				
Sample materials for laboratory testing	48.0		\$85.00	\$4,080.00
Travel (Portal to Portal)	6.0		\$45.00	\$270.00
Core Drilling	32.0	2.0		\$3,880.00
Core Drilling (Field)	16.0		\$145.00	\$2,320.00
Core Drilling Assistant (Field)	16.0		\$85.00	\$1,360.00
Core Drill Equipment (Field)		2.0	\$100.00	\$200.00
Equipment		5.0		\$300.00
Pachometer (R-Meter Equipment)		1.0	\$100.00	\$100.00
Pull Test Equipment		4.0	\$50.00	\$200.00
Laboratory Tests--ASTM		156.0		\$7,800.00
A370 Bend Test of Reinforcing Steel		6.0	\$45.00	\$270.00
A370 Tension of Reinforcing Steel (No. 11 or Smaller)		6.0	\$55.00	\$330.00
C140 Absorption of Concrete Masonry Units		9.0	\$40.00	\$360.00
C140 Compressive Strength of Concrete Masonry Units		9.0	\$190.00	\$1,710.00
C140 Dimensions of Concrete Masonry Units		9.0	\$20.00	\$180.00
C140 Lineal Shrinkage of Concrete Masonry Units		9.0	\$85.00	\$765.00
C140 Moisture Content of Concrete Masonry Units		9.0	\$150.00	\$1,350.00
C780 A6 Compressive Strength of Mortar Cylinders		45.0	\$25.00	\$1,125.00
C1019 Compressive Strength of Grout Samples		45.0	\$25.00	\$1,125.00
CBC 2105A.3.1 Shear Strength of Masonry Cores		9.0	\$65.00	\$585.00

Steel Sampling, Testing and Inspection

Field sampling and testing, sample transport, laboratory testing, and periodic observation of structural steel.

Subtotal: **\$96,760.00**

	Hours	Qty	Rate	Total
Principal Engineer	4.0		\$145.00	\$580.00
Prepare/review reports and attend site meetings	4.0		\$145.00	\$580.00
Project Manager	8.0		\$110.00	\$880.00
Prepare/review reports and attend site meetings	8.0		\$110.00	\$880.00
Administrative Assistant	8.0		\$60.00	\$480.00
Project Coordinator	50.0		\$75.00	\$3,750.00
Dispatch inspectors; review and distribute reports	50.0		\$75.00	\$3,750.00
NDT Technicians	110.0		\$105.00	\$9,750.00
NDT Technician: Field				
Ultrasonic and magnetic particle testing	40.0		\$105.00	\$4,200.00
Travel (Portal to Portal)	10.0		\$45.00	\$450.00
NDT Technician: Fabricator				
Ultrasonic and magnetic particle testing	40.0		\$105.00	\$4,200.00
Travel (Portal to Portal)	20.0		\$45.00	\$900.00
Special Inspectors	880.0	0.0	\$95.00	\$78,600.00
Special Inspector: Field				
Field welding inspection, including bolting	380.0		\$95.00	\$36,100.00
Special Inspector: Fabricator				
Shop welding inspection	400.0		\$95.00	\$38,000.00
Travel (Portal to Portal)	100.0		\$45.00	\$4,500.00
Equipment		4.0		\$1,400.00
Skidmore Device		4.0	\$100.00	\$400.00
NDT Equipment		10.0	\$100.00	\$1,000.00
Laboratory Tests--ASTM		24.0		\$1,320.00
E18 Bolt Hardness and Wedge Tensile (<100,000 lbf)		8.0	\$80.00	\$640.00
E18 Nut Hardness and Proof Load		8.0	\$55.00	\$440.00
E18 Washer Hardness		8.0	\$30.00	\$240.00

Soil Sampling, Testing and Inspection

Field sampling and testing, sample transport, laboratory testing, and periodic observation of grading and compaction.

Subtotal: \$25,735.00


	Hours	Qty	Rate	Total
Geotechnical Engineer	8.0		\$145.00	\$1,160.00
Prepare/review reports	8.0		\$145.00	\$1,160.00
Project Manager	16.0		\$110.00	\$1,760.00
Project overview/site inspections	8.0		\$110.00	\$880.00
Prepare/review reports and attend site meetings	8.0		\$110.00	\$880.00
Administrative Assistant	8.0		\$60.00	\$480.00
Project Coordinator	16.0		\$75.00	\$1,200.00
Dispatch inspectors; review and distribute reports	16.0		\$75.00	\$1,200.00
Special Inspectors	140.0	0.0	\$95.00	\$13,300.00
Special Inspector: Field				
Compaction testing/sampling	20.0		\$95.00	\$1,900.00
Foundation soil inspection	40.0		\$95.00	\$3,800.00
Grading inspection/testing	80.0		\$95.00	\$7,600.00
Field Technicians	80.0	0.0	\$85.00	\$6,800.00
Compaction testing/sampling	80.0		\$85.00	\$6,800.00
Laboratory Tests--ASTM		7.0		\$1,035.00
D1557 Laboratory Compaction Characteristics of Soil (Modified)		5.0	\$165.00	\$825.00
D2419 Sand Equivalent Value of Soils		2.0	\$105.00	\$210.00

Meeting Date: April 9, 2013

ORIGINAL 3YR
Item Number: AGREEMENT

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT ___ BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT – MERRELL JOHNSON COMPANIES
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Christopher O'Hearn _____

Description/Background:

The District wishes to enter into a three (3) year agreement with Merrell Johnson Companies for materials testing and special inspection services required by the Division of State Architects office and for various District projects as they arise. The benefit of a three (3) year agreement is to lock in the rates for required services. This company was selected by the District through the Request for Qualifications (RFQ) and interview process.

A copy of the original agreement is available for review in the Superintendent/President's office.

Need:

The Division of State Architects requires materials testing and special inspection on all Community College construction projects. By entering into a long term contract, prices are set per the fee schedule with no escalation.

Fiscal Impact:

Fiscal Impact and funding source will be determined and brought to the Board on a project by project basis as dictated by the Division of State Architects office and determined by the fee schedule.

Recommended Action:

This item has been approved by the Superintendent/President, and is recommended that the Board of Trustees ratify the three (3) year agreement with Merrell Johnson Companies to perform materials testing and special inspection on a project by project basis.

Legal Review: YES NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___



COPY



Proposal for Three (3)
Year Plan – Materials
Testing and Special
Inspection Services

Victor Valley Community
College Design Build Projects

Prepared For:
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395
Attn: Mr. Steve Garcia

December 19, 2012



December 19, 2012

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395
Attn: Mr. Steve Garcia

**Re: Proposal for Three (3) Year Plan - Materials Testing and Special Inspection Services
Victor Valley Community College Design Build Projects**

Mr. Garcia,

Attached is our Schedule of Fees to be considered for the three (3) year plan for Materials Testing and Special Inspection services and thank you for your consideration.

We have enclosed our fixed rates that would not change except for an escalation rate for the cost of living increases that may need to be adjusted every year by a small percentage. We have developed the enclosed costs and services based on the information provided to our office as of this date and on our experience and expertise. The following should be considered an estimate subject to the actual construction schedule and project conditions.

We appreciate the opportunity to be of service, and look forward to the successful completion of each project.

Sincerely,
Merrell Engineering Company, Inc.

A handwritten signature in black ink, appearing to read "Jeff Burns", is written over a horizontal line.

Jeff S. Burns, Division Manager



Schedule of Fees

Engineering & Design,
Land Surveying & Staking,
Testing & Inspection Services

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Engineering & Design Services

Professional Staff	Standard	Prevailing
Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Geotechnical Engineer	145.00 /Hr.	145.00 /Hr.
Geologist	145.00 /Hr.	145.00 /Hr.
Associate Engineer	125.00 /Hr.	125.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Project Engineer	100.00 /Hr.	100.00 /Hr.

Administrative & Technical Staff	Standard	Prevailing
Project Coordinator	\$75.00 /Hr.	\$75.00 /Hr.
Research / Estimator	90.00 /Hr.	90.00 /Hr.
Designer	90.00 /Hr.	90.00 /Hr.
Computer Draftsman	60.00 /Hr.	60.00 /Hr.
Administrative Assistant	60.00 /Hr.	60.00 /Hr.
Clerical Services	50.00 /Hr.	50.00 /Hr.

Additional Services & Fees	Standard	Prevailing
Travel (Portal to Portal)	<i>By Quotation</i>	
Per Diem	<i>By Quotation</i>	
Permit Application Fees	<i>By Quotation</i>	
Miscellaneous Equipment	<i>By Quotation</i>	
Certified Payroll	<i>Please see Terms & Conditions</i>	
Sub-Contract Services	<i>Cost + 20%</i>	

Land Surveying & Staking Services

Professional Staff	Standard	Prevailing
Principal Land Surveyor	\$145.00 /Hr.	\$145.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.

Administrative & Technical Staff	Standard	Prevailing
Project Coordinator	\$75.00 /Hr.	\$75.00 /Hr.
Research / Estimator	90.00 /Hr.	90.00 /Hr.
Designer	90.00 /Hr.	90.00 /Hr.
Computer Draftsman	60.00 /Hr.	60.00 /Hr.
Administrative Assistant	60.00 /Hr.	60.00 /Hr.
Clerical Services	50.00 /Hr.	50.00 /Hr.

Field Staff	Standard	Prevailing
One-Man Survey Crew	\$125.00 /Hr.	\$140.00 /Hr.
Two-Man Survey Crew	185.00 /Hr.	195.00 /Hr.
Three-Man Survey Crew	200.00 /Hr.	215.00 /Hr.

Additional Services & Fees	Standard	Prevailing
Survey Vehicle	\$0.60 /Mi.	\$0.60 /Mi.
Per Diem	<i>By Quotation</i>	
Permit Application Fees	<i>By Quotation</i>	
Miscellaneous Equipment	<i>By Quotation</i>	
Certified Payroll	<i>Please see Terms & Conditions</i>	
Sub-Contract Services	<i>Cost + 20%</i>	

Testing & Inspection Services

Professional Staff	Standard	Prevailing
Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Geotechnical Engineer	145.00 /Hr.	145.00 /Hr.
Geologist	145.00 /Hr.	145.00 /Hr.
Associate Engineer	125.00 /Hr.	125.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Quality Control Manager	110.00 /Hr.	110.00 /Hr.
Project Engineer	100.00 /Hr.	100.00 /Hr.

Administrative & Technical Staff	Standard	Prevailing
Laboratory Manager	\$110.00 /Hr.	\$110.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.
Project Coordinator	75.00 /Hr.	75.00 /Hr.
Research / Estimator	90.00 /Hr.	90.00 /Hr.
Designer	90.00 /Hr.	90.00 /Hr.
Computer Draftsman	60.00 /Hr.	60.00 /Hr.
Administrative Assistant	60.00 /Hr.	60.00 /Hr.
Clerical Services	50.00 /Hr.	50.00 /Hr.

Field Staff	Standard	Prevailing
Special Inspector	\$75.00 /Hr.	\$95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Core Drilling (Field)	125.00 /Hr.	145.00 /Hr.
Core Drilling Assistant (Field)	65.00 /Hr.	85.00 /Hr.
Sample Transport	45.00 /Hr.	45.00 /Hr.

Additional Services & Fees	Standard	Prevailing
Travel (Portal to Portal)	\$45.00 /Hr.	\$45.00 /Hr.
Geotechnical Investigation	<i>By Quotation</i>	
Geology Report	<i>By Quotation</i>	
Phase I / II Environmental Study	<i>By Quotation</i>	
Percolation Test Report	<i>By Quotation</i>	
Quality Control Plan	<i>By Quotation</i>	
On Site / Mobile Laboratory	<i>By Quotation</i>	
Per Diem	<i>By Quotation</i>	
Permit Application Fees	<i>By Quotation</i>	

Miscellaneous Equipment
 Certified Payroll
 Sub-Contract Services

By Quotation
 Please see *Terms & Conditions*
 Cost + 20%

Aggregate Sampling, Testing & Inspection

	Standard	Prevailing
Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Geotechnical Engineer	145.00 /Hr.	145.00 /Hr.
Geologist	145.00 /Hr.	145.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Project Coordinator	75.00 /Hr.	75.00 /Hr.
Quality Control Manager	110.00 /Hr.	110.00 /Hr.
Laboratory Manager	110.00 /Hr.	110.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.
Special Inspector	75.00 /Hr.	95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Sample Transport	45.00 /Hr.	45.00 /Hr.
C117 Materials Finer than No. 200 Sieve in Aggregates by Washing	50.00 Ea.	50.00 Ea.
C123 Lightweight Particles in Aggregate	160.00 Ea.	160.00 Ea.
C1252 Fine Aggregate Angularity (Uncompacted Void Content)	115.00 Ea.	115.00 Ea.
C127 Specific Gravity and Absorption of Coarse Aggregate	70.00 Ea.	70.00 Ea.
C128 Specific Gravity and Absorption of Fine Aggregate	70.00 Ea.	70.00 Ea.
C131 Abrasion of Coarse Aggregate by LA Testing Machine	280.00 Ea.	280.00 Ea.
C136 Sieve Analysis of Fine and Coarse Aggregates	115.00 Ea.	115.00 Ea.
C142 Clay Lumps and Friable Particles in Aggregates	80.00 Ea.	80.00 Ea.
C29 Bulk Density (Unit Weight) and Voids in Aggregate (Fine or Coarse)	200.00 Ea.	200.00 Ea.
C40 Organic Impurities in Fine Aggregates	70.00 Ea.	70.00 Ea.
C88 Soundness of Aggregates	390.00 Ea.	390.00 Ea.
CT202 Sieve Analysis of Fine and Coarse Aggregates	135.00 Ea.	135.00 Ea.
CT205 Percentage of Crushed Particles	135.00 Ea.	135.00 Ea.
CT211 Abrasion of Coarse Aggregate by LA Testing Machine	280.00 Ea.	280.00 Ea.
CT234 Fine Aggregate Angularity (Uncompacted Void Content)	115.00 Ea.	115.00 Ea.
CT235 Flat and Elongated Particles in Coarse Aggregate (Per Size)	100.00 Ea.	100.00 Ea.
D4791 Flat and Elongated Particles in Coarse Aggregate (Per Size)	100.00 Ea.	100.00 Ea.
D5821 Fractured Particles in Coarse Aggregate	135.00 Ea.	135.00 Ea.
C289 Alkali-Silica Reactivity of Aggregates	<i>By Quotation</i>	

Asphalt Sampling, Testing & Inspection

	Standard	Prevailing
Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Quality Control Manager	110.00 /Hr.	110.00 /Hr.
Project Coordinator	75.00 /Hr.	75.00 /Hr.
Laboratory Manager	110.00 /Hr.	110.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.
Special Inspector	75.00 /Hr.	95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Core Drilling (Field)	125.00 /Hr.	145.00 /Hr.
Core Drilling Assistant (Field)	65.00 /Hr.	85.00 /Hr.
Sample Transport	45.00 /Hr.	45.00 /Hr.
CT308 Bulk Specific Gravity and Density of Bituminous Mixtures (Hveem)	190.00 Ea.	190.00 Ea.
CT309 Theoretical Maximum Density of Bituminous Mixtures	125.00 Ea.	125.00 Ea.
CT366 Stabilometer Value (Hveem)	270.00 Ea.	270.00 Ea.
CT382 Asphalt Binder Content (% Asphalt and Gradation)	275.00 Ea.	275.00 Ea.
CT382 Asphalt Binder Content (% Asphalt)	165.00 Ea.	165.00 Ea.
D1188 / D2726 Bulk Specific Gravity and Density of Bituminous Cores	45.00 Ea.	45.00 Ea.
D2041 Theoretical Maximum Density of Bituminous Mixtures	125.00 Ea.	125.00 Ea.
D2172 Quantitative Extraction of Bitumen From Paving Mixtures	165.00 Ea.	165.00 Ea.
D6307 Asphalt Content of Hot Mix Asphalt (% Asphalt and Gradation)	275.00 Ea.	275.00 Ea.
D6307 Asphalt Content of Hot Mix Asphalt (% Asphalt)	165.00 Ea.	165.00 Ea.
D6926 Preparation of Bituminous Specimens (Marshall Density)	190.00 Ea.	190.00 Ea.
D6927 Marshall Stability and Flow of Bituminous Mixtures	280.00 Ea.	280.00 Ea.
Nuclear Moisture Density Gauge	50.00 /Day	50.00 /Day
Asphalt Moisture Vapor Susceptibility	By Quotation	
Asphalt Pavement Design Recommendations	By Quotation	
Asphalt Pavement Evaluation	By Quotation	
Asphalt Pavement Mix Design	By Quotation	

Concrete Sampling, Testing & Inspection

	Standard	Prevailing
Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Quality Control Manager	110.00 /Hr.	110.00 /Hr.
Project Coordinator	75.00 /Hr.	75.00 /Hr.
Laboratory Manager	110.00 /Hr.	110.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.

Special Inspector	75.00 /Hr.	95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Core Drilling (Field)	125.00 /Hr.	145.00 /Hr.
Core Drilling Assistant (Field)	65.00 /Hr.	85.00 /Hr.
Sample Transport	45.00 /Hr.	45.00 /Hr.
C109 Compressive Strength of Hydraulic Cement (Non-Shrink Grout)	25.00 Ea.	25.00 Ea.
C157 Length Change (Shrinkage) of Concrete (Set of Three)	540.00 Ea.	540.00 Ea.
C293 Flexural Strength of Concrete (Simple Beam Center-Point)	80.00 Ea.	80.00 Ea.
C39 Compressive Strength of Concrete Cylinders	25.00 Ea.	25.00 Ea.
C39 Compressive Strength of Concrete Cores (6" Maximum Dia.)	45.00 Ea.	45.00 Ea.
C39 Compressive Strength of Gunitite/Shotcrete Cores	45.00 Ea.	45.00 Ea.
C469 Modulus of Elasticity of Concrete in Compression	150.00 Ea.	150.00 Ea.
C495 Compressive Strength of Lightweight Concrete	45.00 Ea.	45.00 Ea.
C496 Splitting Tensile Strength of Concrete Cylinders	60.00 Ea.	60.00 Ea.
C567 Density of Structural Lightweight Concrete	50.00 Ea.	50.00 Ea.
C78 Flexural Strength of Concrete (Simple Beam Third-Point)	80.00 Ea.	80.00 Ea.
Saw Cut Specimens (Laboratory)	25.00 Ea.	25.00 Ea.
Concrete Cylinder Mold (No charge if tested by MEC)	5.00 Ea.	5.00 Ea.
Concrete Mix Design	500.00 Ea.	500.00 Ea.
Concrete Trial Batch (Laboratory)	450.00 Ea.	450.00 Ea.
Concrete Mix Design Review	125.00 Ea.	125.00 Ea.
Core Drilling (Laboratory)	45.00 Ea.	45.00 Ea.
Air Content, Unit Weight Test Equipment	25.00 /Day	25.00 /Day
Core Drill Equipment (Field)	100.00 /Day	100.00 /Day
Pachometer (R-Meter Equipment)	100.00 /Day	100.00 /Day
Concrete Special Curing Process (Field Specimens)	<i>By Quotation</i>	
F1869 Moisture Vapor Emissions Rate of Concrete (Calcium Chloride)	<i>By Quotation</i>	
F2170 Relative Humidity in Concrete (in situ Probes)	<i>By Quotation</i>	

Masonry Sampling, Testing & Inspection

	Standard	Prevailing
Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Project Coordinator	75.00 /Hr.	75.00 /Hr.
Laboratory Manager	110.00 /Hr.	110.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.
Special Inspector	75.00 /Hr.	95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Core Drilling (Field)	125.00 /Hr.	145.00 /Hr.
Core Drilling Assistant (Field)	65.00 /Hr.	85.00 /Hr.

Sample Transport	45.00 /Hr.	45.00 /Hr.
C1019 Compressive Strength of Grout Prisms	25.00 Ea.	25.00 Ea.
C1314 Compressive Strength of Masonry Prisms	190.00 Ea.	190.00 Ea.
C140 Absorption of Concrete Masonry Units	40.00 Ea.	40.00 Ea.
C140 Compressive Strength of Concrete Masonry Units	45.00 Ea.	45.00 Ea.
C140 Density (Unit Weight) of Concrete Masonry Units	30.00 Ea.	30.00 Ea.
C140 Dimensions of Concrete Masonry Units	20.00 Ea.	20.00 Ea.
C140 Lineal Shrinkage of Concrete Masonry Units	85.00 Ea.	85.00 Ea.
C140 Moisture Content of Concrete Masonry Units	40.00 Ea.	40.00 Ea.
C780 A6 Compressive Strength of Mortar Cylinders	25.00 Ea.	25.00 Ea.
C39 Compressive Strength of Masonry Cores (8" Maximum Dia.)	45.00 Ea.	45.00 Ea.
CBC 2105A.3.1 Shear Strength of Masonry Cores	65.00 Ea.	65.00 Ea.
Core Drilling (Laboratory)	45.00 Ea.	45.00 Ea.
Saw Cut Specimens (Laboratory)	25.00 Ea.	25.00 Ea.
Core Drill Equipment (Field)	100.00 /Day	100.00 /Day
Pachometer (R-Meter Equipment)	100.00 /Day	100.00 /Day

Plastics / Plumbing Sampling, Testing & Inspection

Standard Prevailing

Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Project Coordinator	75.00 /Hr.	75.00 /Hr.
Laboratory Manager	110.00 /Hr.	110.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.
Special Inspector	75.00 /Hr.	95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Sample Transport	45.00 /Hr.	45.00 /Hr.
D638 Tensile Properties of Plastics	300.00 Ea.	300.00 Ea.
D790 Flexural Properties of Plastics	300.00 Ea.	300.00 Ea.

Reinforcing & Structural Steel Sampling, Testing & Inspection

Standard Prevailing

Principal Engineer	\$145.00 /Hr.	\$145.00 /Hr.
Project Manager	110.00 /Hr.	110.00 /Hr.
Project Coordinator	75.00 /Hr.	75.00 /Hr.
Laboratory Manager	110.00 /Hr.	110.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.
Special Inspector	75.00 /Hr.	95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Sample Transport	45.00 /Hr.	45.00 /Hr.

A185 Bend Test of Welded Wire Fabric	40.00	Ea.	40.00	Ea.
A185 Shear Test of Welded Wire Fabric	45.00	Ea.	45.00	Ea.
A370 Bend Test of Reinforcing Steel	45.00	Ea.	45.00	Ea.
A370 Bend Test of Structural Steel	55.00	Ea.	55.00	Ea.
A370 Tension of Reinforcing Steel (No. 11 or Smaller)	55.00	Ea.	55.00	Ea.
A370 Tension of Reinforcing Steel (No. 14 or Larger)	145.00	Ea.	145.00	Ea.
A370 Tension of Structural Steel	55.00	Ea.	55.00	Ea.
E18 Bolt Hardness	60.00	Ea.	60.00	Ea.
E18 Bolt Hardness and Wedge Tensile (<100,000 lbf)	80.00	Ea.	80.00	Ea.
E18 Nut Hardness and Proof Load	55.00	Ea.	55.00	Ea.
E18 Washer Hardness	30.00	Ea.	30.00	Ea.
E18 Washer Hardness (Galvanized)	45.00	Ea.	45.00	Ea.
NDT Equipment	100.00	/Day	100.00	/Day
Skidmore Device	100.00	/Day	100.00	/Day
Pachometer (R-Meter Equipment)	100.00	/Day	100.00	/Day
Pull Test Equipment	50.00	/Day	50.00	/Day
Torque Wrench	25.00	/Day	25.00	/Day
Steel Fabricator Certification	<i>By Quotation</i>			
Structural Steel Coupon Machining	<i>By Quotation</i>			
Welders Qualification Test (AWS/ASME)	<i>By Quotation</i>			

Soil Sampling, Testing & Inspection

	Standard	Prevailing
Principal Engineer	\$125.00 /Hr.	\$125.00 /Hr.
Geotechnical Engineer	125.00 /Hr.	125.00 /Hr.
Geologist	125.00 /Hr.	125.00 /Hr.
Project Manager	100.00 /Hr.	100.00 /Hr.
Project Coordinator	65.00 /Hr.	65.00 /Hr.
Laboratory Manager	100.00 /Hr.	100.00 /Hr.
Laboratory Technician	65.00 /Hr.	65.00 /Hr.
Special Inspector	75.00 /Hr.	95.00 /Hr.
Field Technician	65.00 /Hr.	85.00 /Hr.
Sample Transport	45.00 /Hr.	45.00 /Hr.
Corrosives (pH, Resistivity, Sulfate, Chloride, Redox, Sulfide)	140.00 Ea.	140.00 Ea.
CT217 Sand Equivalent Value of Soils	125.00 Ea.	125.00 Ea.
CT301 Resistance R-Value and Expansion Pressure of Soils	300.00 Ea.	300.00 Ea.
CT301 Resistance R-Value and Expansion Pressure of Soils (Treated)	330.00 Ea.	330.00 Ea.
D1140 Amount of Material in Soils Finer than No. 200 Sieve	50.00 Ea.	50.00 Ea.
D1557 Laboratory Compaction Characteristics of Soil (Modified)	165.00 Ea.	165.00 Ea.
D1883 CBR (California Bearing Ratio) of Laboratory Compacted Soils	540.00 Ea.	540.00 Ea.

D2419 Sand Equivalent Value of Soils	105.00	Ea.	105.00	Ea.
D2435 Consolidation of Soils	240.00	Ea.	240.00	Ea.
D2488 Description and Identification of Soils (Visual Manual)	25.00	Ea.	25.00	Ea.
D2844 Resistance R-Value and Expansion Pressure of Soils	300.00	Ea.	300.00	Ea.
D2844 Resistance R-Value and Expansion Pressure of Soils (Treated)	330.00	Ea.	330.00	Ea.
D3080 Direct Shear Test of Soils (Per Point)	160.00	Ea.	160.00	Ea.
D3744 Aggregate Durability Index (Fine or Coarse)	165.00	Ea.	165.00	Ea.
D422 Particle Size Analysis of Soils	115.00	Ea.	115.00	Ea.
D4318 Liquid Limit of Soils	80.00	Ea.	80.00	Ea.
D4318 Plastic Index of Soils	165.00	Ea.	165.00	Ea.
D4318 Plastic Limit of Soils	90.00	Ea.	90.00	Ea.
D4318 Shrinkage Limit of Soils	100.00	Ea.	100.00	Ea.
D4829 Expansion Index of Soils	150.00	Ea.	150.00	Ea.
D698 Laboratory Compaction Characteristics of Soil (Standard)	165.00	Ea.	165.00	Ea.
Nuclear Moisture Density Gauge	50.00	/Day	50.00	/Day
Geotechnical Investigation	<i>By Quotation</i>			
Geological Study	<i>By Quotation</i>			

Spray Applied Fireproofing Sampling, Testing & Inspection

Principal Engineer	\$145.00	/Hr.	\$145.00	/Hr.
Project Manager	110.00	/Hr.	110.00	/Hr.
Project Coordinator	75.00	/Hr.	75.00	/Hr.
Laboratory Manager	110.00	/Hr.	110.00	/Hr.
Laboratory Technician	65.00	/Hr.	65.00	/Hr.
Special Inspector	75.00	/Hr.	95.00	/Hr.
Field Technician	65.00	/Hr.	85.00	/Hr.
Sample Transport	45.00	/Hr.	45.00	/Hr.
E605 Thickness and Density of Sprayed Fire-Resistive Material	45.00	Ea.	45.00	Ea.
E736 Cohesion/Adhesion of Sprayed Fire-Resistive Material	50.00	Ea.	50.00	Ea.
E761 Compressive Strength of Sprayed Fire-Resistive Material	50.00	Ea.	50.00	Ea.

Terms & Conditions

Additional Services

Provided above are typical costs and services most frequently conducted by Merrell Johnson Engineering, Inc. and Merrell Engineering Company, Inc. Costs and services not listed may be provided upon request, as well as special quotations for volume projects.

Advance Notice and Cancellation

Land Surveying and Construction Staking services require forty-eight hours advanced notice for scheduling personnel to report to the project site. Materials Testing and Special Inspection Services require twenty-four hours advanced notice for scheduling personnel to report to the project site. This advance notice is greatly appreciated and will provide assistance in avoiding schedule conflicts, as well as allow us to better accommodate your project. Cancellations must be made by 4:00 pm the day preceding scheduled services or a minimum charge may be incurred at the applicable rate.

Minimum Charges

A four-hour minimum charge will be incurred for all field services. A six-hour minimum charge will be incurred for all field services in excess of four-hours. An eight-hour minimum charge will be incurred for all field services in excess of six-hours. Field services in excess of eight-hours will continue to accrue in two-hour intervals at the applicable rate.

Over Time

Services conducted in excess of eight-hours per day Monday – Friday, conducted outside of normal business hours of 7:00 am - 4:00 pm, or conducted during the first twelve-hours on Saturday will incur a charge at time and one-half the applicable rate.

Double Time

Services conducted in excess of twelve-hours per day Monday – Saturday, or conducted on Sunday will incur charges at double the applicable rate. Services conducted on the following holidays will incur a charge at double the applicable rate: New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day.

Per Diem

On remote projects, subsistence, when not furnished by the client, may be charged by quotation.

Rush Reporting

Unit rates provided do not include rush or urgent testing / inspection or reporting. Standard reporting time may vary depending on project conditions and work load. Rush or urgent testing / inspection or reporting may be provided at additional cost by quotation. The client is advised to express desired scheduling and reporting timelines so that preparation and applicable expenses may be accounted for prior to the commencement of work.

Sample Disposal

Materials samples may be disposed of at the discretion of Merrell Engineering Company, Inc. 30 days after submission of test reports, unless a prior request is made.

Invoicing

Invoices will be issued on a periodic basis. The net cash amount is payable on receipt of the invoice. The unpaid balance will be subject to a maximum finance charge of 7% per annum if not paid within 30 days of the invoice date. Unless noted otherwise, fees include standard invoicing with time detail. Invoicing backup (timesheets, daily field reports or test reports) may be included at an additional cost upon request.

Certified Payroll

Certified payroll for prevailing wage projects will be provided only if requested at the start of the project. An additional hour of administrative time will be charged for each pay period.



03-13-

Christopher C. O'Hearn Ph.D.
Superintendent/President

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICIES

Board Of Trustees

Chapter 2

Invocations at Board Meetings

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Legislative bodies in the United States of America have historically maintained a tradition of solemnizing those proceedings by allowing for an opening prayer with the intent to imbue them with a seriousness, gravity and thoughtfulness that befits important deliberative proceedings while at the same time, respecting individuals' personal religious beliefs or lack thereof. Accordingly, the following provisions shall govern invocations at Board meetings.

1. In order to lend gravity and solemnness to the proceedings of the Board of Trustees ("Board"), it is the policy of the Victor Valley Community College District ("District") to allow for an invocation or prayer (hereinafter "Invocation") to be offered for the benefit of the Board and the community.
2. The Invocation shall be held at the beginning of the meeting immediately before or after the pledge of allegiance and shall not be listed or recognized as an agenda item for the meeting so that it will be clear the Invocation is not considered a part of the public business of the Board.
3. No member of the Board, District employee or any other person in attendance at the meeting shall be required to participate in the Invocation.
4. The Invocation shall be voluntarily delivered by a member of the clergy, or a religious or spiritual leader in the District's geographical jurisdiction. To ensure that such persons (the "Invocational Speakers") are selected from a wide pool of eligible individuals, on a rotating basis, the Invocational Speaker shall be selected according to the following procedure:
 - a. The Clerk shall compile and maintain a database (the "Congregations List") of religious and spiritual groups with an established presence in the District's geographic jurisdiction.
 - b. The Congregations List shall be compiled by referencing the listing for "churches," "congregations," or other religious assemblies in the annual Yellow Pages[®] phone book(s) published in the District's geographical jurisdiction, research from the Internet, and consultation with the local chambers of commerce. All religious congregations with an established presence in the communities that comprise the District's geographical jurisdiction are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the Clerk.
 - c. The Congregations List shall also include the name and contact information of any chaplain who serves one or more of the fire departments or law enforcement agencies within the District's geographical jurisdiction or any nearby military facilities.
 - d. The Congregations List shall be updated, by reasonable efforts of the Clerk, in November of each calendar year.
 - e. Within thirty (30) days of the effective date of this Policy, and on or about December 1 of each calendar year thereafter, the Clerk shall mail an invitation addressed to the

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“religious leader” of each congregation listed on the Congregations List and the individual chaplains included on the Congregations List.

- f. The invitation shall be dated at the top of the page, signed by the Clerk at the bottom of the page, and read as follows:

Dear Religious Leader,

It is the policy of the Victor Valley Community College District to invite members of the local spiritual community to voluntarily offer a prayer before the beginning of its meetings, for the benefit and blessing of the Board of Trustees. As the leader of a religious congregation with an established presence in one of the communities served by the District, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies served by the District, you are eligible to offer this important service at an upcoming meeting of the Board of Trustees.

If you are willing to assist the District in this regard, please send a written reply at your earliest convenience to the Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-served or other random basis. The dates of the Trustees' scheduled meetings for the upcoming year are attached to this letter.

If you have a preference among the dates, please state that request in your written reply.

This opportunity is voluntary and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the Board requests only that the prayer opportunity not be exploited as an effort to convert others to the particular faith of the invocational speaker, nor to disparage any faith or belief different than that of the invocational speaker.

On behalf of the Victor Valley Community College District, I thank you in advance for considering this invitation.

Sincerely,

Clerk of the Board of Trustees

- g. As provided in paragraph 6 (below) and, as the invitation letter indicates, prospective Invocational Speakers shall be scheduled on a first-come, first-served or other random basis to deliver the Invocation.
- h. If the selected Invocational Speaker does not appear at the scheduled meeting, or if no Invocational Speaker has volunteered for a particular meeting, the Mayor may ask for a volunteer from among the Board of Trustees or the audience to deliver the invocation. If none of those individuals is prepared to deliver an Invocation, the Clerk may read a brief non-sectarian Invocation.

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5. No Invocational Speaker shall be compensated for his or her service.
6. The Board Clerk shall make every reasonable effort to ensure that a variety of eligible Invocational Speakers are scheduled for the Board meetings. In any event, no Invocational Speaker shall be scheduled to offer a prayer at consecutive meetings of the Board, or at more than three (3) Board meetings during any calendar year.
7. Neither the Board nor the Clerk shall engage in any prior inquiry, review of, or involvement in, the content of any Invocation to be offered by an Invocational Speaker.
8. Shortly before the opening gavel that officially begins the meeting and the agenda/business of the public, the Board Chair shall introduce the Invocational Speaker and the person selected to recite the Pledge of Allegiance, and invite only those who wish to do so to stand for those observances with the Board.
9. This Policy shall be intended for all District Board meetings and District Board subcommittee meetings.
10. This Policy is not intended, and shall not be implemented or construed in any way, to affiliate the Board with, nor express the District's preference for, any faith or religious denomination. Rather, this Policy is intended to acknowledge and express the District's respect for the diversity of religious denominations and faiths represented and practiced among the citizens within the geographical area served by the District.

References: Town of Greece v. Galloway (2014) 134 S. Ct. 1811.
Rubin v. City of Lancaster (2011) 802 F. Supp. 2d 1107.