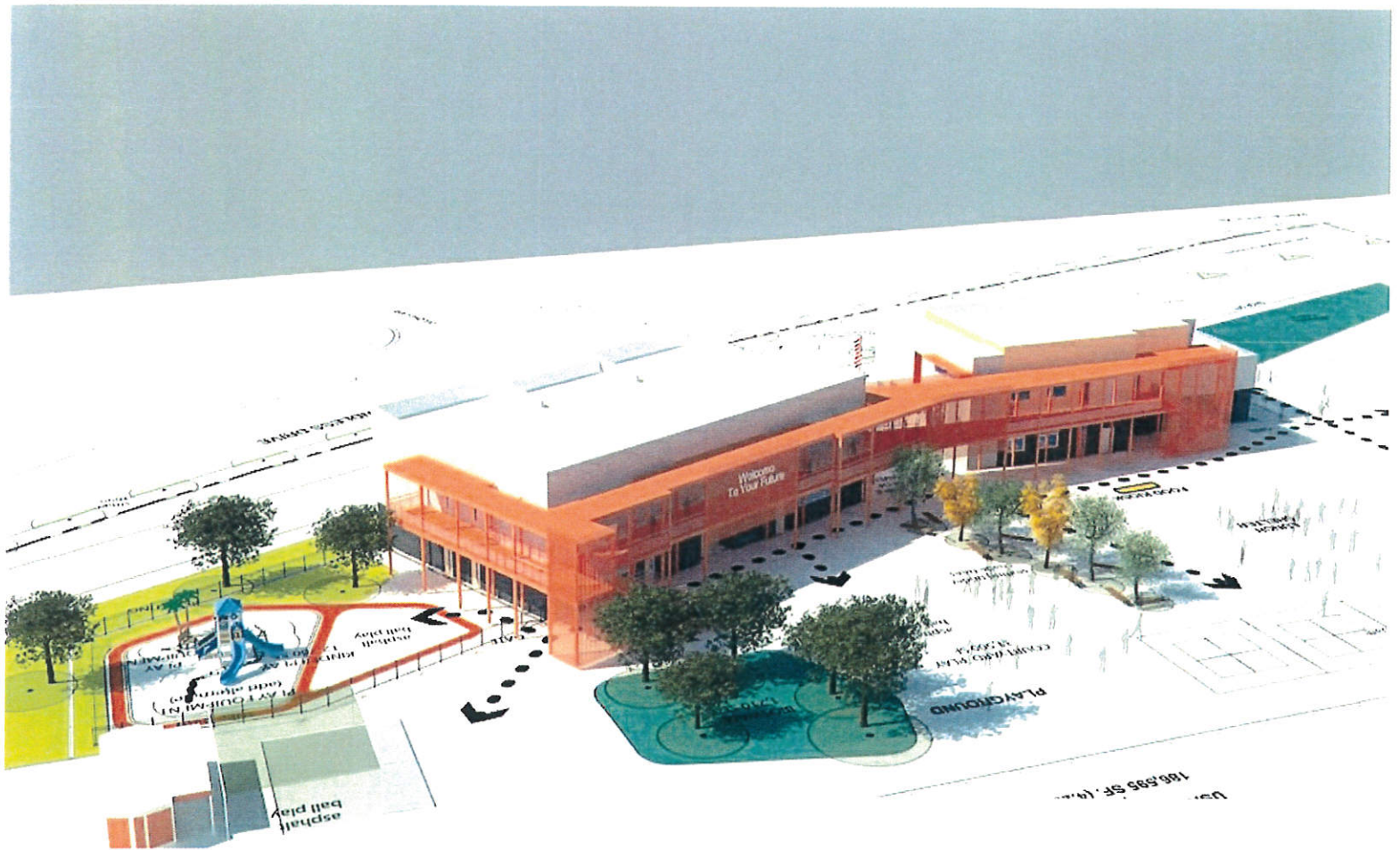


# McCandless ES/ Phase 1, Incr. 1 & 2

## Milpitas Unified School District



Smith-Emery Proposal:  
Materials Testing & Inspection Services





**SMITH-EMERY SAN FRANCISCO**

1940 Oakdale Ave., San Francisco, CA 94124 Ph: 415/ 642-7326

**Milpitas Unified School District**  
**c/o Mr. Babatunde Onadele Jr., Sr. Project Engr.**  
Blach Construction Company  
[Babatunde.onadele@blach.com](mailto:Babatunde.onadele@blach.com)

May 24, 2017

**RE: Testing & Inspection Services**  
**McCandless ES/ Phase 1, Increments 1 & 2**

**Dear Babatunde,**

Smith-Emery SF is pleased to provide the enclosed cost proposal for McCandless ES/ Phase 1, Increments 1 & 2. We have reviewed the project documents and have estimated accordingly.

As you know, MUSD has successfully worked with Smith-Emery SF for several major projects within the District's various school campuses, and we are enthusiastic to participate this all new campus undertaking.

Importantly, we have also worked extensively with the District's Project IOR, Mr. Jerry Furman, and we have established positive working relations. Jerry is familiar with Smith-Emery's Inspectors, Dispatch procedures, and Verified Reporting for DSA.

We are a major Bay Area independent testing agency—in fact we're the largest and oldest test lab on the West Coast—an important factor for McCandless ES' considerable size/scope.

Per JLC Construction, McCandless' structural steel shop has not been selected, and fabrication may be subcontracted to the North Bay, Sacramento or South Bay areas. Smith-Emery's impressive staff of 300 certified special inspectors are ready and available in all three geographic areas for welding inspections (& required NDT services), thereby precluding or minimizing travel or mileage expenses. As a major inspection agency, we are able to be flexible and economical for the District's needs both on- and off-site.

We are DSA's LEA laboratory #56—one of California's earliest labs to be approved by the State to test and inspect public school projects. We are a progressive, proactive firm - and we know the importance of fulfilling DSA's Title 24 requirements for our client's projects.

We understand teamwork—working together with MUSD's CM, IOR, and contractors to successfully complete McCandless ES Phase 1 on schedule and within budget.

And lastly, we are eager to resume with our services for MUSD. As such we will remain available to review our proposal and qualifications with the District's team and will provide any additional information.

Very truly yours,  
**SMITH-EMERY SAN FRANCISCO**

Monica Kahler, Sr. Project Manager

**Proposal Reviewed/Accepted By:**

\_\_\_\_\_  
Client's Signature / Date  
Milpitas Unified School District





# **McCandless (New) Elem. School**

# **SMITH – EMERY SAN FRANCISCO**

## **Phase 1, Increments 1 & 2**

1940 Oakdale Ave., SF Ca 94124

App# 01-116260

Ph# 415/ 642 - 7326

Schedules dated: 5/11/17 & 11/28/16

5/24/2017

ESTIMATED

## **I. INSPECTIONS & TESTING SERVICES**

DAYS	SAMPLES	HOURS	RATE	TOTAL
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### **Reinforcing Steel**

Rebar Material ID/Sampling/Tagging @ fab yard (local)	8		32	\$89.00	\$2,848.00
Rebar Tensile Test		18		\$38.00	\$684.00
Rebar Bend Test		18		\$34.00	\$612.00
Pick-up Rebar Samples		36		\$12.00	\$432.00
Rebar Placement Inspection --by IOR (Excluded)			0	\$89.00	\$0.00

### **Concrete (CIP)**

Continuous Batch Plant Inspection*	14		56	\$89.00	\$4,984.00
Concrete Placement Inspection	14		76	\$89.00	\$6,764.00
Cylinder Compression Tests		100		\$25.00	\$2,500.00
Pick-up Concrete Cylinders		100		\$12.00	\$1,200.00
Mix Design Submittal Review (Civil Engr.)			6	\$98.00	\$588.00

### **Epoxy Dowels & Expansion Anchors**

Installation Inspection / Proofload / Torque Testing	3		24	\$89.00	\$2,136.00
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### **Structural Steel**

Material ID, Shop Welding Inspection (Local)	1		4	\$89.00	\$356.00
Shop Welding Inspection (Local), day shift/8-hrs	20		160	\$89.00	\$14,240.00
Field Welding Inspection / High Strength Bolts Install Insp.	20		160	\$89.00	\$14,240.00
Lab Tests: High Strength Bolts (Nuts,Bolts,Washer Assbly)		8		\$175.00	\$1,400.00
NDT, UT & MT (equipment usage & calibration)			180	\$4.25	\$765.00
WPS Submittal Review			8	\$98.00	\$784.00

### **Project Close-Out Documents / DSA**

Interim & Final Verified Reports		3		\$225.00	\$675.00
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### **Other:**

Travel Time to/from Jobsite--	No Charge		No Charge		No Charge
Mileage to/from Jobsite--	No Charge		No Charge		No Charge
Project Mgmt / Field Supervision 5% of invoice amnt					\$2,754.00

<b>Estimated Total - Inspections &amp; Testing</b>	<b>80</b>	<b>283</b>	<b>706</b>		<b>\$57,962.00</b>
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### **Notes:**

\* Waiver of Batch Plant Inspection will save the District considerable cost for Batch Plant Inspection.



## Basis of Charges

The Charges for Services and General Conditions set forth below will govern the provision of services and will constitute the contract terms between the Client and Smith-Emery of San Francisco Inc. ("Smith-Emery") unless the Client and Smith-Emery have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall control. Services are provided on time and materials. Effective through June 30, 2017.

### 1. Working Conditions and Hours – Field Services

#### 1.1 Minimum Charges

Show-Up – No work performed – 2 hours

Work 1 to 4 hours of inspection – Bill 4 hours

Work 4 to 8 hours of inspection – Bill 8 hours

NOTE: Less than 24 hour call-out may necessitate premium charges.

#### 1.2 Regular Time

First 8 hours, Monday through Friday

Day Shift starts after 4am or before 2 pm

#### 1.3 Time and One-Half

Over 8 hours Monday through Friday

Hours 1 through 8 on Saturday

#### 1.4 Double Time

Over 12 hours Monday through Friday and over 8 hours on Saturday

Hours 1 through 8 on Sunday

#### 1.5 Holidays

All holidays at the jobsite will be billed at Double Time. Holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas. If the holiday falls on a Sunday the following Monday will be billed at double time rates. If the holiday falls on a Saturday, the preceding Friday will be billed at a double time rate.

#### 1.6 Travel Time and Mileage

No Travel Time or Mileage to/from the jobsite if the jobsite is within a fifty (50) mile radius of Smith-Emery's office or the inspector's place of residence, whichever is closer to the jobsite. If a jobsite falls outside of a fifty (50) mile radius as described above, travel time and mileage will be charged. Travel time will be charged at the inspector's billing rate and mileage will be charged at the Internal Revenue Service (IRS) mileage rates- <http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>.

Technician time charges may be portal to portal (if necessary to pick up equipment) to closest lab location plus mileage reimbursement.

#### 1.7 Parking

When not furnished, parking will be charged as paid by the SESF representative.

#### 1.8 Subsistence

On remote jobs, subsistence, when not furnished for the inspector, will be charged by quotation.

#### 1.9 Shift Differential

Add 12.5% for all Night Shift Differential, including California Steel Shops.

Night Shifts are defined as shifts starting after 2:00pm and before 4:00 am.

#### 1.10 Completion

SESF representative will remain on the job until discharged by competent authority.

#### 1.11 Cancellation

No Charge if made before 4:00pm of the preceding day. Charge will be incurred by client if not cancelled by 4:00pm of the preceding day.

See section 1.1 Minimum Charges.

#### 1.12 Insurance

Smith-Emery carries all insurance required by law. Additional cost of extra insurance certificates, coinsurance endorsements or additional insurance will be invoiced to the client at cost.

#### 1.13 Concurrent Projects- Shop Fabrication

Smith-Emery Company reserves the right to schedule other inspection work concurrent with client's project at no additional cost to client provided that the inspection is per specification and applicable codes.

#### 1.14 Ultrasonic Testing

Add +\$4.25 per hour - Ultrasonic Scope usage and calibration: \$34.00 per day of use.

### 2. Terms of Payment

#### 2.1 Upon ordering work from Smith-Emery and in consideration of the extension of credit, Client and Smith-Emery agrees as follows:

- a. Invoices for services will be rendered weekly and payments thereof are due upon presentation of invoice.
- b. Where credit terms have been requested and approved by Smith-Emery, invoice terms will be net fifteen (15) days.
- c. Client will notify Smith-Emery of any invoice errors or necessary corrections within fifteen (15) days of receipt of invoice; thereafter, client acknowledges invoices shall be deemed to be correct.
- d. Invoices shall be deemed delinquent if not paid within thirty (30) days from the date of the invoice, and will be subject to a late payment charge of 1.5% of the invoice total plus an additional charge of 1.5% of the invoice total for each month for additional credit and collection expense incurred thereby.
- e. Smith-Emery reserves the right to terminate its Services to Client without notice if all invoices are not paid currently. Upon such termination of Services, the entire amount accrued for all Services performed shall immediately become due and payable. Client waives any and all claims against Smith-Emery, its subsidiaries, affiliates, servants and agents, in connection with termination of work pursuant to this paragraph.





- f. Should Smith-Emery deem it necessary to refer to a past-due account to an attorney or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs. Jurisdiction and venue of all such actions and any other actions arising from this agreement of the provision of services by Smith-Emery shall be in Los Angeles County, State of California.

**3. Escalation Clause**

- 3.1 Smith-Emery is a member of the Council of Engineer and Labor Employers, Inc. and is a Signatory to an Agreement with the International Union of Operating Engineers, Local 3, AFL-CIO, covering the licensed building inspectors. This union agreement covers wages, fringe benefits, and conditions and working hours. The prices quoted below for inspection services are firm until the first June date which occurs after Client and Smith-Emery enter into this contract. On July first (7/1) of each year thereafter, the charges for services set forth in the Schedule of Fees will be adjusted by the percentage change resulting from our union contract renegotiation plus corresponding changes in our general administrative and overhead expenses. These modifications will be set forth in a current Schedule of Fees, and such adjusted charges shall become the agreed upon basis for charges by Smith-Emery to Client.

**4. Anticipated Costs**

- 4.1 Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by Smith-Emery are NOT "guaranteed maximums," "lump sums," or "not-to-exceed totals." Client will be invoiced for all work performed and only for work performed.

## General Conditions

**1. Indemnification**

- 1.1 In the event of any claim against Smith-Emery by any party other than the Client, Client agrees to hold Smith-Emery, including its shareholders, officers, directors, employees, agents and representatives, free and harmless of and from, and to indemnify and defend Smith-Emery against, any and all liability, claims, causes of action, demands, judgments, losses, damages, expenses or costs (including, but not limited to, all costs and fees of litigation) of every kind, nature and description, including, but not limited to, any and all demands arising by reason of injury or death to person or damage to property, real or personal, including loss of use thereof, economic loss or loss or damages otherwise arising directly or indirectly out of the obligations herein undertaken, or out of operations conducted by Client, however caused or alleged to have been caused, even if due to the acts, errors, omissions or negligence, active, affirmative or passive of Smith-Emery, except for such losses or damages arising out of or caused by the sole negligence or willful misconduct of Smith-Emery.

**2. Limitation of Liability**

- 2.1 Client and Smith-Emery agree to limit the liability, including but not limited to liability for consequential damages, of Smith-Emery, including its shareholders, officers, directors, employees, agents and representatives for any acts, errors, omissions, breaches of contract, or negligence, active, affirmative, passive, concurrent or sole, on the part of Smith-Emery, arising directly or indirectly from the performance of the professional services under this Agreement, to Client to \$10,000 or an amount equal to Smith-Emery's fee, whichever is greater.
- 2.2 Client agrees and understands that, in order to provide the professional services requested at the agreed-upon fees, this Agreement does not provide for full liability of Smith-Emery for losses or damages which may arise directly or indirectly under this Agreement. Client has the opportunity to negotiate in advance a higher limitation of liability, or to eliminate entirely such limit of liability, but that the higher fees commensurate with this higher risk of liability to Smith-Emery shall be subject to agreement. Client agrees that this provision limiting Smith-Emery's liability cannot be modified, altered, or varied except by written instrument signed by client and Smith-Emery.
- 2.3 Client understands and agrees that Smith-Emery is not an insurer; that this Agreement does not provide Client with insurance coverage by Smith-Emery or anyone acting on its behalf; that all fees hereunder are based solely on the value of the professional services to be provided by Smith-Emery; that insurance, if any, shall be obtained by Client at Client's sole expense.

**3. Dominant Terms**

- 3.1 The terms and conditions of this Agreement shall take precedence over any terms and conditions which may appear in Client's purchase order, approval or acceptance. Any terms and conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the Agreement between Smith-Emery and Client and are not binding upon Smith-Emery. The terms and Conditions of this agreement may not be varied or changed, nor any of its provisions waived, except by written agreement, signed by an authorized representative of Smith-Emery.

PLEASE READ THESE GENERAL CONDITIONS WITH CARE



## The Smith-Emery Difference

### EXECUTIVE SUMMARY

Smith-Emery understands the importance of selecting the right laboratory for your project.

We suggest the following considerations for your decision-making process:

#### **PEOPLE:**

**Our people are what make our company great.**

**Dedication, Expertise, Experience & Service.**

Smith-Emery San Francisco is a team of professionals dedicated to providing your project with properly qualified and experienced personnel-- to most efficiently meet your project needs. We staff your project with multi-certified /licensed senior technicians, with years of industry experience. We are eager to collaborate as an integral part of your project team.

#### **SERVICE:**

**Prompt Response / Highly Qualified Technicians-- to meet your highly demanding project needs.**

Smith-Emery is the West Coast's largest testing agency, with a labor force large enough to staff your project at a moment's notice. When you need us, we'll be there-- prepared and on time. In the lab- your project's sample test reports are electronically generated and expedited to you immediately upon test completion.

#### **COMPANY:**

**Longevity in the Industry, Financial Stability and Good Reputation.**

Smith-Emery SF offers you the experience of 113 years in this industry in San Francisco. We have the personnel, equipment inventory, and financial stability to assure you of a secure, positive, long-term partnership.

#### **SAFETY FOCUS:**

**100% Compliance Protects All.**

Smith-Emery's first priority is the safety of our personnel and fellow teammates – both onsite and offsite. From personal protective equipment to jobsite tailgate meetings– all are scheduled, recorded, and enthusiastically adhered to.

#### **“BEST VALUE” FOR YOUR PROJECT:**

**Competitive cost without sacrificing Value and Service.**

Our price includes not only testing and inspection services, but also highly qualified engineering and management support staff that you can rely on to provide timely problem-solving resolutions to keep your project on schedule and within budget.



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## Fwd: FW: Smith-Emery's Estimate/Proposal for McCandless ES/ Ph 1, Incr 1&2

1 message

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**Flatley, Joe** <jflatley@musd.org>  
To: Deana Harn <DHarn@musd.org>

Tue, May 30, 2017 at 1:00 PM

Can you print this and get sum time with us to meet with Wendy? We'll want the Cornerstone proposal as well.

----- Forwarded message -----

From: **Babatunde Onadele** <[babatunde.onadele@blach.com](mailto:babatunde.onadele@blach.com)>  
Date: Tue, May 30, 2017 at 12:42 PM  
Subject: FW: Smith-Emery's Estimate/Proposal for McCandless ES/ Ph 1, Incr 1&2  
To: "Flatley, Joe" <[jflatley@musd.org](mailto:jflatley@musd.org)>  
Cc: Jerry Furman <[jfurman@furman-associates.com](mailto:jfurman@furman-associates.com)>

Good Afternoon Joe,

As discussed Jerry and I have reviewed the Smith-Emery proposal for Special Inspection services and recommend that the District contract their services for the McCandless ES project. I have attached the proposal here for your reference. If you have any questions please give Jerry or myself a call.

Thank you

Babatunde Onadele Jr.  
Sr. Project Engineer  
Blach Construction Company

D [408.886.3628](tel:408.886.3628) | O [408.244.7100](tel:408.244.7100)  
2244 Blach Place, Suite 100, San Jose, CA 95131

Top 10 Best Places to Work in the Bay Area every year since 2009  
Great Place to Work, Fortune, 2016 -- #30 in the 100 Best Medium Workplaces in the US  
Multiple-Award Winner, AGC of America Construction Safety Excellence Awards  
Cal-OSHA VPP Contractor

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-----Original Message-----

From: Monica Kahler [mailto:[mkahler@smithemerysf.com](mailto:mkahler@smithemerysf.com)]

Sent: Tuesday, May 30, 2017 9:46 AM

To: Babatunde Onadele <[babatunde.onadele@blach.com](mailto:babatunde.onadele@blach.com)>

Cc: Jerry Furman <[jfurman@furman-associates.com](mailto:jfurman@furman-associates.com)>

Subject: Smith-Emery's Estimate/Proposal for McCandless ES/ Ph 1, Incr 1&2

Hi Babatunde / Jerry,

Attached is Smith-Emery's estimate -- minus Geotechnical Services, & with added High Strength Bolts (field installation inspection/torque, and lab tests).

Let me know if any other adjustments may be needed.

Thank you!

Monica

Monica Kahler, Sr. Project Mgr.  
SMITH-EMERY SAN FRANCISCO  
1940 Oakdale Avenue  
San Francisco, CA 94124  
Office  [\(415\) 642-7326](tel:(415)642-7326) ext. 232  
Cell  [\(415\) 797-2635](tel:(415)797-2635)



McCandless ES Proposal - Smith-Emery SF Inspections R1.pdf  
2707K