

**SMITH-EMERY SAN FRANCISCO**

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

Milpitas Unified School District
c/o Mr. Travis Kirk, Owner
TBK Construction Management
travis@tbkcm.net

March 28, 2020

RE: Testing & Inspection Services
Randall ES Modernization (DSA APP# 01-0118691)

Dear Travis,

Smith-Emery SF is pleased to provide the enclosed proposal for Randall ES Modernization. We have reviewed the project documents and have estimated accordingly.

As you know, Smith-Emery is also currently providing inspections at Mattos ES, which we anticipate will keep our inspectors circulating between the two schools, and will allow us to prorate our inspectors' time accordingly.

Smith-Emery SF is 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 Randall's size and scope of requirements.

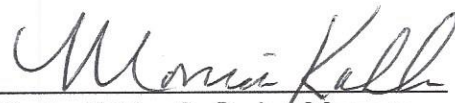
Note that DSA's Form 103 includes requirements for glulam beam fabrication inspection, which are anticipated to be fabricated in Oregon, and we have budgeted for a local DSA certified Glulam Beam Inspector to perform the inspections.

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 Randall ES Modernization on schedule and within budget.

Lastly, we are eager to continue and expand our work for MUSD! Let us know if we may be of service to you for Randall ES Modernization!

Very truly yours,
SMITH-EMERY SAN FRANCISCO


Monica Kahler, Sr. Project Manager

Proposal Reviewed/Accepted By:

Client's Signature / Date
Milpitas Unified School District

West Coast's Largest and Oldest Testing Agency, Established in San Francisco, in 1904

Randall ES Modernization**SMITH - EMERY SAN FRANCISCO**

1300 Edsel Drive, Milpitas

1940 Oakdale Ave., SF, CA 94124

Ph# 415/642 - 732

Special Inspections & Materials Testing Services

4/28/2020

DSA App# 01-0118691

ESTIMATED**Inspections / Testing****DAYS SAMPLES HOURS RATE TOTAL****Reinforcing Steel**

ID, Sampling, Tagging-- local fabricator	17		100	\$98.00	\$9,800.00
Rebar Tensile Test		51		\$39.00	\$1,989.00
Rebar Bend Test		51		\$38.00	\$1,938.00
Rebar Placement Inspection-- by IOR				\$98.00	\$0.00

Concrete (CIP)

Batch Plant Inspection-- continuous, per Form 103*	20		120	\$98.00	\$11,760.00
Concrete Sampling (Inspection by IOR)	20		120	\$98.00	\$11,760.00
Baseplate Grout Sampling	4		16	\$98.00	\$1,568.00
Baseplate Grout Compression Test (2" cubes)		12		\$28.00	\$336.00
Cylinder Compression Tests (5/50cuyds)		220		\$26.50	\$5,830.00
Mix Design Submittal Review (Civil Engr.)			12	\$125.00	\$1,500.00

Masonry

Continuous Placement Inspection	5		40	\$98.00	\$3,920.00
Grout Batch Plant Inspection	1		8	\$98.00	\$784.00
Masonry Block Sampling, Material ID (local source)	1		8	\$98.00	\$784.00
Block Prism Assemblies		8		\$135.00	\$1,080.00
Masonry Coring	1		8	\$168.00	\$1,344.00
Masonry Core Shear Test		4		\$60.00	\$240.00
CMU lab Test: Absorption		3		\$75.00	\$225.00
CMU lab Test: Compression		3		\$75.00	\$225.00
CMU lab Test: Dimension		3		\$40.00	\$120.00

Structural Steel

Shop/ Material ID, local source	2		8	\$98.00	\$784.00
Shop Welding Inspection, day shift, local shop	22		176	\$98.00	\$17,248.00
Field Welding & Decking	22		176	\$98.00	\$17,248.00
UT Scope / Magnetic Particle - Equip Usage			120	\$8.00	\$960.00
WPS Submittal Review			16	\$125.00	\$2,000.00

Miscellaneous Steel

Shop Welding Insp, day shift, local shop (periodic)	15		120	\$98.00	\$11,760.00
Field Welding Inspection (prorated with other work)	10		80	\$98.00	\$7,840.00

Fireproofing (Spray-Applied)

In-Place Depth Checks, Bond Adhesion	8		64	\$98.00	\$6,272.00
Fireproofing Unit Weight Tests		21		\$42.00	\$882.00

Glulam Beams

Fabrication Inspection, Budget Allotment ***				approx.	\$5,000.00
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Drilled-In Anchors / Suspended Ceiling Wires

Torque / Load-Testing	10		40	\$98.00	\$3,920.00
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DSA Interim & Final Verified Reports

Civil Engr's DSA Interim & Final Verified Report		6		\$225.00	\$1,350.00
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Other:

Pick-up Test Specimens		376		\$8.50	\$3,196.00
Travel Time to/from Jobsite-- No Charge		0		\$0.00	NO CHARGE
Mileage to/from Jobsite-- No Charge		0		\$0.00	NO CHARGE
Project Mgmt / Field Supervision, 5% of Invoice				approx	\$6,684.00
Estimated Total	158	376	1,232		\$140,347.00

Notes / Value Engineering:

* The project architect may request a waiver of continuous batch plant inspection, for a cost savings to the District of up to \$11,760.00.0

** Glulam Beams are typically fabricated in Oregon fabrication shops. A budget allotment has been included for when the project's fab shop location has been identified.

Smith-Emery's services are provided on a time and materials basis in half-day increments.

Smith Emery's standard 2-page basis of charges is attached & is made part of this proposal.



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, 2020.

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 waves any and all claims against Smith-Emery, its subsidiaries, affiliates, servants and agents, in connection with termination of work pursuant to this paragraph.

Continued-



- 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