

|   |               |
|---|---------------|
| <b>Board Office Use: Legislative File Info.</b> |               |
| File ID Number                                  | 23-0813       |
| Introduction Date                               | 4-26-2023     |
| Enactment Number                                | 23-0774       |
| Enactment Date                                  | 4/26/2023 CJH |



**OAKLAND UNIFIED SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Kenya Chatman, Executive Director Division of Facilities Planning and Management

**Board Meeting Date** April 26, 2023

**Subject** Agreement for Materials Testing and Special Inspection Services – Inspection Services, Inc. – Lowell Middle School and Westlake Middle School Solar Initiative Inverter Replacement Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Agreement for Materials Testing and Special Inspection Services by and between the **District** and **Inspection Services, Inc.**, Berkeley, California, for the latter to provide materials testing and special inspection services for construction which consist of technical direction, engineering management related to inspection and testing, formulate and verify specifications for inspection reporting procedures, supervise and perform geotechnical consulting service, for the **Lowell Middle School and Westlake Middle School Solar Initiative Inverter Replacement Project**, in not-to-exceed amount of **\$3,005.20**, which includes a not-to-exceed amount of \$273.20 for Additional Services, with the work scheduled to commence on **April 27, 2023**, and scheduled to last until **September 31, 2023**, pursuant to the Agreement.

**Discussion** Consultant was selected based on specially trained services or advice no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060).

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of Agreement for Materials Testing and Special Inspection Services by and between the **District** and **Inspection Services, Inc.**, Berkeley, California, for the latter to provide materials testing and special inspection services for construction which consist of technical direction, engineering management related to inspection and testing, formulate and verify specifications for inspection reporting procedures, supervise and perform geotechnical consulting service, for the **Lowell Middle School and Westlake Middle School Solar Initiative Inverter Replacement Project**, in not-to-exceed amount of **\$3,005.20**, which includes a not-to-exceed amount of \$273.20 for Additional Services, with the work scheduled to commence on **April 27, 2023**, and scheduled to last until **September 31, 2023**, pursuant to the Agreement.

**Fiscal Impact** Fund 21 Building Fund, Measure J

- Attachments**
- Contract Justification Form
  - Agreement, including Exhibits
  - Insurance Certificate
  - Routing Form



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every**  
**Agenda Contract.**

**Legislative File ID No. 23-0813**

**Department: Facilities Planning and Management**

**Vendor Name: Inspection Services, Inc.**

**Project Name Lowell MS & Westlake MS  
Solar Initiative Inverter Replacement**

**Project No.: 13128**

**Contract Term: Intended Start: 4-27-2023**

**Intended End: September 31, 2023**

**Total Cost Over Contract Term: \$3,005.20**

**Approved by: Kenya Chatman**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Inspection Services, Inc. was chosen directly based on scores through an OUSD RFP process.

**Summarize the services or supplies this contractor or vendor will be providing.**

Inspection Services, Inc. will provide material testing and inspection services for Construction work for the Lowell MS and Westlake Middle School Solar Initiative Inverter Replacement Project.

**Was this contract competitively bid?  Check box for "Yes" (If "No," leave box unchecked)**

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Inspection Services, Inc. has done and is currently working for the District. Based on expertise with this particular type of work, the District found that their performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)
- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

- Consultant is providing material testing and inspection services for the Lowell Middle School and Westlake Middle School Solar Initiative Inverter Replacement Project for the District.



## AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

---

THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES (“Agreement”) is made and entered into effective April 27, 2023, by and between the Oakland Unified School District, a school district duly organized and existing under the laws of the State of California (the “District”), and Inspection Services, Inc. (the “Consultant”), with respect to the following recitals:

- A. District proposes to undertake the construction of an improvement project which requires the services of a duly qualified and licensed materials testing and special inspection consultant.
- B. Consultant represents that Consultant is licensed to provide materials testing and special inspection services in the State of California and is specially qualified to provide the services required by the District in this Agreement.
- C. The parties have negotiated the terms pursuant to which Consultant will provide such services and reduce such terms to writing by this Agreement.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

1. **Retention of Consultant.** District retains Consultant to perform, and Consultant agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the materials testing and special inspection services specified in this Agreement. Consultant agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by materials testing and special inspection consultants specially qualified to provide the services required by the District.

2. **Description of Project.** The project concerning which such materials testing and special inspection services shall be provided (“the Project”) is described as the following: To provide materials testing and special construction inspection services as required by the Division of State Architects (DSA), for the Lowell Middle School and Westlake Middle School Solar Initiative Project.

3. **Term; Basic Services.** The term for performance of the Basic and Additional Services (“Services”) shall be the duration of the Project (“Term”), and Consultant shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of September 31, 2023, but may not be completed until later if delays in design or construction arise. Consultant’s “Basic Services” consist of materials testing and special inspection services more specifically described in the

attached *Exhibit B*. Consultant shall perform all Basic Services required by this Agreement, even if no more compensation is possible due total compensation having reached the not-to-exceed amount. If delays in completion of the Project occur that are not caused by wrongful conduct by Consultant, including but not limited to Consultant's breaches of contract or deficient performance of Basic or Additional Services, then Consultant shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

In addition, as a part of its Basic Services, the Consultant shall assist the District in evaluating claims, disputes and other matters in question between the contractor and the District relating to Consultant's work, including but not limited to claims made against the District as a result of Consultant's alleged or claimed errors or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District.

Consultant shall confer and cooperate with District's other consultants. Consultant shall take precautions to minimize any damage due to Consultant's activities. Consultant shall be responsible and liable for any damage Consultant causes through its wrongful acts or omissions.

During the construction phase, Consultant shall visit the Project site when requested by District to observe conditions encountered by the contractor and to assess the progress and quality of contractor's work. Consultant shall participate in job site meetings as requested by District.

The Consultant must comply with the applicable requirements of the Division of State Architect Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) obtaining a copy of the DSA-approved construction documents and Statement of Structural Tests and Special Inspections (DSA form 103) from the Architect before the beginning of construction; (b) reporting all project related activities to the Inspector of Record (the Inspector of Record is responsible for monitoring the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed); (c) submitting applicable verified reports (DSA forms 291, 292, and 293) to DSA, Inspector of Record, Owner and Architect; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, the Inspector of Record, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

In the performance of the special inspection duties required by this Agreement, the Consultant exercises limited authority as defined in this Agreement. The Consultant shall not:

- a. Authorize deviations from the construction contract documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;
- d. Expedite the job for the contractor;

- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project; or
- h. Interfere in contractor/subcontractor relationships.

If Consultant determines contractor is not meeting the requirements of Consultant's material testing and special inspections recommendations or the plans and specifications, Consultant shall immediately bring that information to District's attention.

Consultant shall retain all samples through to completion of the Project.

For all Basic Services satisfactorily performed, compensation shall be as described in **Exhibit A** to this Agreement.

4. **Additional Services.** Any services not included in this Agreement but related to the Project shall be considered "Additional Services." Compensation for additional services shall be as described in **Exhibit A** to this Agreement. Consultant shall keep complete records showing all hours worked and all costs and charges incurred for Additional Services. District shall be given reasonable access to those records for audit purposes. Consultant shall provide Additional Services if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see **Exhibit A**).

5. **Payment.** Services satisfactorily performed shall be billed monthly via properly documented and submitted invoices. Invoices that are not disputed by District shall be paid within Thirty (30) days of District's receipt of the invoice. Consultant shall comply with any applicable prevailing wage law. Consultant shall not be reimbursed for any of its expenses; the parties agree that Consultant shall pay all of its expenses from its fees for Services.

6. **Insurance.** Consultant shall purchase and maintain insurance that will protect Consultant from the claims set forth below that may arise out of or result from the Consultant's performance of services or failure to perform services required by this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;

- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Consultant or (2) by any other person;
- e. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Consultant’s comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

**Comprehensive General Liability**

|                             |                             |
|-----------------------------|-----------------------------|
| Personal Injury:            | Property Damage:            |
| \$1,000,000 Each Occurrence | \$1,000,000 Each Occurrence |
| \$2,000,000 Aggregate       | \$2,000,000 Aggregate       |

**Comprehensive Automobile Liability**

|                         |                             |
|-------------------------|-----------------------------|
| Bodily Injury:          | Property Damage:            |
| \$1,000,000 Each Person | \$1,000,000 Each Occurrence |
| \$2,000,000 Aggregate   |                             |

Consultant shall also maintain errors and omissions insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000).

7. **Hazardous Materials.** In the event the District or Consultant becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project, or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.

8. **Compliance with Laws.** Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.

9. **Termination.**

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination.



Berkeley, California 94703

District: Oakland Unified School District  
Facilities Planning and Management Department  
Attn: Kenya Chatman, Executive Facilities Director  
955 High Street  
Oakland, California 94601

15. **Governing Law.** This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

18. **Compliance with Law.** While performing the services contemplated by this Agreement, Consultant agrees to comply with all applicable laws and regulations.

19. **Requests.** Consultant agrees to timely and properly complete all reports requested by the District or as required by law. In addition, Consultant agrees that District has a right to a copy of all reports and other records created or maintained by Consultant.

20. **Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

21. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. Consultant, by the execution of this Agreement, acknowledges that Consultant has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

23. **Warranty of Authority.** The persons signing this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

24. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

25. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

26. **Fingerprinting and Criminal Background Check Certification.** Consultant shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the representations set forth above, or Consultant add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

27. **Forms.** Prior to performing any Services, Consultant shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Consultant shall use the District's versions of these forms, which the District shall make available upon request.

28. **Sanctions in Response to Russian Aggression.** The District requires Consultant to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

\* \* \* \* \*

**CONSULTANT**

**INSPECTION SERVICES, INC.**

By: Can Celik

Name: Can Celik

Title: Senior Engineer / PM Date: 3/28/23

Mike Hutchinson 4/27/2023  
Mike Hutchinson, President, Board of Education Date

Kyla Johnson-Trammell 4/27/2023  
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education Date

Kenya Chatman 4.2.2023  
Kenya Chatman, Executive Director Facilities Planning and Management Date

**Approv. Ad To Form:**

Legal Counsel 3/31/23  
OUSD Facilities Legal Counsel Date



## **EXHIBIT A**

### **Payments**

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Consultant shall be compensated according to the hourly rates set forth in the following pages attached as part of this Exhibit A.

For Basic Services, Consultant's total compensation shall not exceed **Two Thousand Seven Hundred Thirty-Two Dollars No/100 (\$2,732.00)**, which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its March 9, 2023, fee estimate. Consultant acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

For Additional Services, Consultant's total contingency compensation shall not exceed **Two Hundred Seventy-three Dollars 20/100 (\$273.20)**.

The total price under this Agreement for Basic and Additional Services shall not exceed **Three Thousand Five Dollars and 20 cents (\$3,005.20)**. Consultant will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.



**BUDGET ESTIMATE TO PROVIDE  
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

| I. FIELD AND LABORATORY SERVICES                       |  | Quantity   | Rate  | Amount       |                   |
|--|--|------------|-------|--------------|-------------------|
| <b>A. Structural Concrete</b>                          |  |            |       |              |                   |
| 1. 2903  | Epoxy/Anchor Installation                | 1 visit(s) | 4 hrs | \$110.00 /hr | \$440.00          |
| 2. 2904  | Anchor Proof-Load Testing (w/ equipment) | 1 visit(s) | 4 hrs | \$114.00 /hr | \$456.00          |
| <b>B. Engineering/Project Management/Miscellaneous</b> |  |            |       |              |                   |
| 1. 1221  | Project Manager                          | 1 hrs      |       | \$160.00 /hr | \$160.00          |
| 2. 1215  | DSA-291 Affidavit                        | 1 ea       |       | \$310.00 /ea | \$310.00          |
| <b>Total Budget Estimate:</b>                          |  |            |       |              | <b>\$1,366.00</b> |

| Exclusions: |                          |
|-------------|--------------------------|
| 1.          | Geotechnical Engineering |
| 2.          | Earthwork Services       |



**BUDGET ESTIMATE TO PROVIDE  
 SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

**II. PROPOSAL CLARIFICATIONS**

**Estimated Quantities:**

Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans, dated 12-2-22. DSA-103 form.
- Cost proposal request email, dated 2-17-23.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes.

**Reinspections:**

Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs.

**Time and Materials Charges:**

This bid proposal is an estimate to perform services. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a monthly basis in accordance with this proposal. All invoices include a summary of work performed to date and budget balance remaining. Prices quoted are valid through June 30, 2023.

**III. BASIS OF CHARGES**

**A. Minimum Hourly Charges:**

|        |   |         |
|--------|---|---------|
| 9003   | Show-up/Cancellation                        | 2 hours |
| 9003NS | Show-up/Cancellation (Night Shift)          | 8 hours |
|        | Inspector/Technician services (0 - 4 hours) | 4 hours |
|        | Inspector/Technician services (4 - 8 hours) | 8 hours |

**B. Rate for Field Inspectors:**

|  |                    |
|--|--------------------|
| Basic Rate   | \$ 110.00/hr       |
| Basic Rate w/ Testing Equipment  | \$ 114.00/hr       |
| Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)            | 1.5 x Basic Rate   |
| Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays) | 2 x Basic Rate     |
| Work performed on "RUSH" schedule  | 1.5 x Basic Rate   |
| Night Shift Differential (shifts starting after 2pm/before 4am)          | 1.125 x Basic Rate |

**C. Expenses:**

|      |   |                |
|------|---|----------------|
| 1307 | Travel Time, if required                        | \$ 82.00/hr    |
| 1305 | Auto Mileage, if required                       | At Cost        |
| 1306 | Per Diem (Or cost if greater than \$125.00/day) | \$ 134.00/day  |
|      | Equipment Fee                                   | \$ 100.00/day  |
| 1308 | Miscellaneous Expenses (Parking/Tolls/Airfare)  | At Cost        |
| 1314 | Outside Services                                | Cost + 10%     |
| 1308 | Skidmore Rental                                 | \$ 1200.00/day |

\* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.



**BUDGET ESTIMATE TO PROVIDE  
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

| <b>I. FIELD AND LABORATORY SERVICES</b>                |  | <b>Quantity</b> | <b>Rate</b> | <b>Amount</b> |                   |
|--|--|-----------------|-------------|---------------|-------------------|
| <b>A. Structural Concrete</b>                          |  |                 |             |               |                   |
| 1. 2903  | Epoxy/Anchor Installation                | 1 visit(s)      | 4 hrs       | \$110.00 /hr  | \$440.00          |
| 2. 2904  | Anchor Proof-Load Testing (w/ equipment) | 1 visit(s)      | 4 hrs       | \$114.00 /hr  | \$456.00          |
| <b>B. Engineering/Project Management/Miscellaneous</b> |  |                 |             |               |                   |
| 1. 1221  | Project Manager                          | 1 hrs           |             | \$160.00 /hr  | \$160.00          |
| 2. 1215  | DSA-291 Affidavit                        | 1 ea            |             | \$310.00 /ea  | \$310.00          |
| <b>Total Budget Estimate:</b>                          |  |                 |             |               | <b>\$1,366.00</b> |

| <b>Exclusions:</b> |                          |
|--------------------|--------------------------|
| 1.                 | Geotechnical Engineering |
| 2.                 | Earthwork Services       |



**BUDGET ESTIMATE TO PROVIDE  
 SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

**II. PROPOSAL CLARIFICATIONS**

**Estimated Quantities:**

Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans, dated 12-2-22. DSA-103 form.
- Cost proposal request email, dated 2-17-23.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes.

**Reinspections:**

Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs.

**Time and Materials Charges:**

This bid proposal is an estimate to perform services. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a monthly basis in accordance with this proposal. All invoices include a summary of work performed to date and budget balance remaining. Prices quoted are valid through June 30, 2023.

**III. BASIS OF CHARGES**

**A. Minimum Hourly Charges:**

|        |   |         |
|--------|---|---------|
| 9003   | Show-up/Cancellation                        | 2 hours |
| 9003NS | Show-up/Cancellation (Night Shift)          | 8 hours |
|        | Inspector/Technician services (0 - 4 hours) | 4 hours |
|        | Inspector/Technician services (4 - 8 hours) | 8 hours |

**B. Rate for Field Inspectors:**

|  |                    |
|--|--------------------|
| Basic Rate   | \$ 110.00/hr       |
| Basic Rate w/ Testing Equipment  | \$ 114.00/hr       |
| Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)            | 1.5 x Basic Rate   |
| Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays) | 2 x Basic Rate     |
| Work performed on "RUSH" schedule  | 1.5 x Basic Rate   |
| Night Shift Differential (shifts starting after 2pm/before 4am)          | 1.125 x Basic Rate |


**C. Expenses:**

|      |   |                |
|------|---|----------------|
| 1307 | Travel Time, if required                        | \$ 82.00/hr    |
| 1305 | Auto Mileage, if required                       | At Cost        |
| 1306 | Per Diem (Or cost if greater than \$125.00/day) | \$ 134.00/day  |
|      | Equipment Fee                                   | \$ 100.00/day  |
| 1308 | Miscellaneous Expenses (Parking/Tolls/Airfare)  | At Cost        |
| 1314 | Outside Services                                | Cost + 10%     |
| 1308 | Skidmore Rental                                 | \$ 1200.00/day |

\* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.

**EXHIBIT B**

**Scope of Services**

The background of the top half of the page is a photograph of a laboratory. It shows various pieces of scientific equipment, including a large metal frame with vertical tubes and gauges, and a smaller piece of equipment with a yellow top. The background is slightly blurred.

# **Proposal to Provide Material Testing and Special Inspection Services for Inverter Replacement Projects at Lowell Middle School and Westlake Middle School Oakland Unified School District**

Proposal Issued: March 9, 2023

Prepared by:

**ISI Inspection Services, Inc.**

1798 University Ave.  
Berkeley, CA 94703  
Phone: (510) 900-2100  
Fax: (510) 900-2101



## CONTENTS

|  |    |
|--|----|
| 2   CONTENT – STATEMENT OF QUALIFICATIONS.....               | 2  |
| 2.1) Letter of Interest .....                                | 2  |
| 2.2) Executive Summary .....                                 | 4  |
| 2.3) Firm Information.....                                   | 6  |
| 2.4) Litigation.....   | 10 |
| 2.5) Professional Fees .....                                 | 11 |
| 3   INSURANCE.....   | 16 |
| 4   APPENDIX (RESUMES, PROJECT EXAMPLES, TESTIMONIALS) ..... | 17 |





## 2 | CONTENT - STATEMENT OF QUALIFICATIONS



---

## 2 | CONTENT – STATEMENT OF QUALIFICATIONS

### 2.1) LETTER OF INTEREST

March 9, 2023

Oakland Unified School District  
Kenya Chatman, Executive Director of Facilities  
Department of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601

**Subject: Proposal to Provide Material Testing and Special Inspection Services for Inverter Replacement Projects at Lowell Middle School and Westlake Middle School**

Dear Kenya,

Thank you for providing Inspection Services, Inc. (ISI) the opportunity to submit our proposal for the Material Testing and Special Inspection Services for Inverter Replacement Projects at Lowell Middle School and Westlake Middle School RFQ/P.

The Oakland Unified School District is looking for the best value in special inspection and materials testing services to ensure that the District's projects are built on schedule, under budget and in accordance with building codes, plans and specifications. ISI has a significant amount of valuable, prior experience with many similar contracts for testing and inspection services with clients, such as, Oakland, San Rafael, Novato, Castro Valley, and San Francisco Unified School Districts, among others.

At ISI, we take pride in our role of providing expert inspection services in support of continued improvement and growth in the Bay Area's education infrastructure. ISI's special inspection services are provided in strict accordance with CBC Title 24 and our materials testing services are performed in our DSA-accredited Berkeley laboratory (LEA#131). ISI acknowledges the requested scope and is committed to help ensure that our team exceeds client expectations by providing superior testing and inspection services personnel. Our project team includes myself as the Project Manager and main point of contact; multi-certified Special Inspectors: Steven Brush, Andrew Rumbaugh, and Mark Churchill. ISI has over 30 additional multi-certified inspectors if needed.

ISI received a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. ISI has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, ISI has no objections to the use of the Agreement.

ISI certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.



**Key Reasons to Choose ISI:**

- 10,000 SF full-service, DSA-certified testing laboratory
- Experience providing testing and inspection on several hundred school projects
- Multi-certified, knowledgeable and personable Special Inspectors
- Involved company Principals, Engineers and Project Managers
- The proposed personnel are seasoned professionals that hold the highest accreditations and certifications within our industry
- Sophisticated ISI copyrighted cloud-based management system, GreenBox, ensures prompt and accurate reporting
- Team commitment and availability
- Commitment to safety

Should you have any questions, or require any additional information, please contact our office at (510) 900-2100. We appreciate the opportunity to provide our qualifications for this proposal and look forward to the possibility of working with you and your staff.

ISI confirms no addenda were issued for this RFQ/P.

Sincerely,

Can Çelik, PE, GE, Project Manager  
ISI Inspection Services, Inc.  
1798 University Avenue  
Berkeley, CA 94703  
[CCelik@inspectionsservices.net](mailto:CCelik@inspectionsservices.net)  
T: (510) 900-2100; F: (510) 900-2101





## 2.2) EXECUTIVE SUMMARY

### CONTACT

Can S. Çelik, PE, GE | Project Manager  
[CCelik@inspectionsservices.net](mailto:CCelik@inspectionsservices.net)  
T: (510) 900-2100; F: (510) 900-2101

### FIRM QUALIFICATIONS

Since 1995, ISI has provided the highest level of expertise, accuracy and integrity in special inspection and materials testing services. ISI was originally established at Pier 26 in San Francisco and in 2009 moved its main headquarters and laboratory to the City of Berkeley and opened an additional office in Torrance, California shortly thereafter. ISI is a certified SBE/MWBE/DBE company that consistently ranks as one of the largest woman-owned businesses in the San Francisco Bay Area.

ISI has served in an integral role in the construction of a wide range of projects for clients from the healthcare/life sciences, commercial/residential, infrastructure, public works and education sectors. Through this work, we have gained experience with many public agencies, such as, the Department of General Services (DGS), California Department of Transportation (Caltrans), Office of Statewide Health Planning & Development (OSHPD), Division of the State Architect (DSA) and numerous municipalities.

ISI is well versed in the Standard Specifications for Public Works Construction (SSPWC), Caltrans, California Building Code (CBC/Title 24), and the International Building Code (IBC). ISI employs California Licensed Civil and Geotechnical Engineers; DSA, OSHPD, ICC, AWS, ASNT, ACI and NICET-certified inspectors and technicians; experienced supervisors and support staff.

For over 28 years, ISI has provided special inspection and materials testing services for several hundred school projects throughout the Bay Area. Many of these projects have been complete ground-up facilities & classrooms, seismic upgrades & remodels, parking lots, roof repairs and replacements. Some of our clients include:

- Oakland Unified School District (OUSD)
- Alameda Unified School District (AUSD)
- West Contra Costa Unified School District (WCCUSD)
- San Francisco Unified School District (SFUSD)
- Castro Valley Unified School District (CVUSD)
- Novato Unified School District (NUSD)

### PROJECT APPROACH

ISI's approach begins by assigning a dedicated Project Manager and multi-certified Special Inspectors to the project. ISI's highly qualified Project Manager will collaborate with the project team and be involved in all aspects of the project. Our Special Inspectors are qualified and have the proper certifications to perform all the needed site inspections and tests.

#### **High Degree of Project Management**

ISI's Project Manager, Can Çelik, PE, GE will be your main point of contact regarding all project management issues. Immediate responsiveness and timely resolution of discrepancies is his top priority. Can will be actively involved in all aspects of the project, including continually monitoring project budgets, reviewing monthly invoices for accuracy, preparing separate invoices for re-inspections/re-tests so that they may be back-charged to the applicable trade

contractor, providing internal quality assurance services to verify the timely reporting of information and supervising a wide-range of field inspections.

Can will also:

- Provide technical direction and engineering management for all matters relating to inspection and testing
- Formulate and/or verify specifications and inspection reporting procedures for projects requiring certification by a Professional Engineer
- Supervise and perform geotechnical consulting services and preparation of proposals, reports and investigations

As a Registered Civil and Geotechnical Engineer, Can Çelik, PE, GE lends his considerable expertise to ISI's projects. Can is able to combine his structural materials knowledge with his geotechnical experience to serve as ISI's Project Manager and the Supervising Engineer. He is responsible for reviewing and approving ISI's final affidavits and monthly invoices. He will oversee the site and laboratory work for each project, resolve any issues that may arise and maintain overall client satisfaction. Can has managed and/or supervised hundreds of construction projects ranging in construction values from \$10K to \$4B.

### **Highly Qualified & Multi-Certified Inspectors**

ISI hires and retains highly qualified Special Inspectors who understand the construction process, are adept at code interpretation, have the ability to efficiently and effectively handle problems in the field and coordinate a solution. ISI's inspectors have access to our staff of knowledgeable Project Managers and Registered Engineers, so they always have the support they need to complete their work effectively and can

participate in developing solutions to issues arising in the field.

Upon arriving on the project site, ISI inspectors will contact the site representative to coordinate that day's schedule and tasks. Then, they will review possible design document updates. They will immediately notify the site representative of all non-conforming items. The items that cannot be resolved that day are documented in writing and distributed to all relevant parties.

### **Communication – The Importance of Meetings**

With a fast-paced project, regular communication and collaboration with the project team will be critical. ISI likes to participate in pre-construction meetings among all relevant participants as a first step in developing teamwork and collaboration. In addition to learning more about the project and the individuals involved, these early introductions provide an opportunity to raise awareness of the testing and inspection process in relation to the project as a whole. Because our Project Manager is also a California Professional Civil and Geotechnical Engineer, Can is able to actively participate in problem solving meetings. Our goal is always to foster open lines of communication, to be a member of the team and to be productively involved in developing solutions to site and schedule issues.

## 2.3) FIRM INFORMATION

For over 28 years, ISI has provided the highest quality in special inspection and materials testing services. ISI is a Corporation and employs over 50 employees. ISI's inspection personnel are members of Operating Engineers Local 3 and are well versed in the Standard Specifications for Public Works Construction (SSPWC), Caltrans, California Building Code (CBR/Title 24) and the International Building Code (IBC). ISI employs California Licensed Civil and Geotechnical Engineers; DSA, OSHPD, ICC, AWS, ASNT, ACI and NICET-certified inspectors and technicians; experienced supervisors and support staff.

### EMPOWERED LEADERSHIP

ISI's Principals, Project Managers, Registered Professional Engineers, and Certified Inspectors are experienced professionals that hold the highest accreditations/certifications within the industry.



Leslie A. Sakai

#### President/CEO

As Principal/Co-Founder, Leslie has served as President of ISI since 1995 and plays a top role in the decision making for all operations. She previously served on the Board for Asian American Architects and Engineers (AAAE), where she was Past President, and is recognized as a member of the Council of Asian American Business Associates (CAABA). She is also a member of the Caltrans District 4 Small Business Council.



Edward L. King

#### Executive Vice President

As one of the two original founders of ISI, Ed brings over 35 years of testing and inspection experience to his role as Principal/Executive Vice President, overseeing construction projects and technical personnel for ISI.



Can S. Çelik, PE, GE

#### Project Manager

Can is a professional Civil and Geotechnical Engineer and brings over 30 years of hands-on experience in engineering, construction inspection, materials testing and engineering consulting. Can has supervised and managed many of ISI's school projects, such as, Oakland Unified School District's Skyline High School Skylight Load Test, Joaquin Miller Elementary School Skylight Load Test and Castlemont High School CMU Elevator Wall Verification; Pinole Valley High School Campus Replacement, and various projects for Terra Linda High School, among many others. With his extensive professional background, Can has a vital role acting as a technical point of contact on many of ISI's most complex projects.

## SCOPE OF SERVICES

ISI is ready to provide QA/QC construction inspection and materials testing for projects of any scope and at any project stage. We are dedicated to providing the construction industry with only the highest level of expertise, accuracy, and integrity in the performance of inspection and testing services. At ISI, we are committed to meeting the stringent quality requirements of every project we undertake and we believe that the services we provide are vital for maintaining public safety in the built environment.

*Below is an excerpt of our scope of services.*

### **Special Inspection Services (Excerpt Only)**

#### **Soils and Asphalt**

- Grading Observations
- Density Testing (Nuclear Gauge/Sand Cone)
- Source Inspection/Material Sampling

#### **Reinforced Concrete**

- Concrete Placement and Sampling
- Batch Plant Inspection
- Reinforcing Steel Placement Inspection

#### **Precast Concrete Fabrication**

- Concrete Placement and Sampling
- Reinforcing Steel and Tendon Inspection
- Tendon Stressing Observations

#### **Post-Tensioned Concrete**

- Concrete Placement and Sampling
- Reinforcing Steel and Tendon Placement Inspection
- Tendon Stressing Observations

#### **Spray-Applied and Intumescent Fireproofing**

- Substrate Inspection
- Application Inspection
- Thickness Verification
- Adhesion/Cohesion Testing

#### **Shotcrete**

- Pre-Production Panel/Nozzleman Qualification
- Reinforcing Steel Placement Inspection
- Shotcrete Placement Inspection

#### **Structural Masonry and Veneer**

- CMU and Veneer Placement and Sampling
- Reinforcing Steel Placement Inspection
- Grout Placement Inspection
- Source Material Sampling

#### **Structural Steel and Welding**

- Material Identification
- Shop Fabrication Welding Inspection
- Field Welding Inspection
- Nondestructive Testing (UT, MT, PT)
- High-Strength Bolting Inspection

#### **Anchor and Dowel Installation**

- Installation Inspection
- Torque/Tension Testing

#### **Professional/Specialty Services (Excerpt Only)**

##### **Engineering**

- Geotechnical Engineering Consultation
- Structural Investigation/Surveys
- Expert Witness

##### **Document Review**

- Concrete Mix Design Review
- Shotcrete Mix Design Review
- Grout Mix Design Review
- Welding Procedure/Qualification Review
- Quality Control Procedure Review

##### **Quality Control Management**

- Develop Quality Control Program
- Implement/Manage Quality Control Program

##### **Reinforcement Survey**

- GPR
- Ferrosan

### Full-Service, DSA-Certified Laboratory

ISI inspects all phases of construction and conducts all testing in-house. Conforming laboratory reports are typically emailed within 24 hours following completion of testing. Failing tests are directly communicated to our Project Manager who will immediately pass this information on to the project management team. We operate a full-service 10,000 SF, DSA-certified laboratory in Berkeley, CA. We test concrete, aggregate, soil, masonry, hot mix asphalt, rebar, metals, fireproofing, and FRP for compliance to various test standards.



Our laboratory is under the technical direction of a Registered Professional Engineer. It is inspected by, and maintains accreditations with, OSHPD, DSA, AMRL/AASHTO, CCRL, and Caltrans. The laboratory is also inspected by, and enrolled in, the Reference Sample programs administered by the Cement and Concrete Reference Laboratory (CCRL), the American Association of State Highway Transportation Officials (AMRL/AASHTO), and Caltrans.

The Quality Assurance Program incorporates the elements of AASHTO R-18; ASTM E329 Testing or Special Inspection; C1077 Concrete/Aggregate; and D3740 Soil/Rock quality system standards. Our testing facility is in compliance with the provisions established in ASTM E329, Specification for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction. Testing is performed by trained and certified technicians per American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), and Caltrans.

### Laboratory Testing Services (Excerpt Only)

#### Concrete Laboratory

- Dry Unit Weight
- Compression

#### Masonry Laboratory

- Compression
- Absorption

#### Soils Laboratory

- Sieve Analysis
- Specific Gravity
- Compaction
- Plasticity Index

#### Aggregate Laboratory

- Sulfate Soundness
- Aggregate Qualification Testing
- Specific Gravity of Aggregate
- Percent Crushed Particles

#### Metals Laboratory

- Rebar (Including couplers/welded bars)  
Tensile & Bend

In addition to our Materials Testing Laboratory, ISI operates a full-service Geotechnical Laboratory in Berkeley, CA. Our Geotechnical Laboratory is inspected by and maintains accreditations with AMRL/AASHTO as well as enrolled in the Reference Sample Program. The Geotechnical Laboratory is supervised by John Hunt who has over 20 years of experience and is certified by the National Institute for Certification in Engineering Technologies (NICET Level III), American Concrete Institute (ACI), as well as various Caltrans Test Methods.



## SCHEDULES AND PROCEDURES

ISI has a long history of working as a team with our clients, contractors, construction managers and design professionals to complete projects on time, on target and within budget.

As previously mentioned ISI's Project Manager, Can Çelik, PE, GE will be your main point of contact for the District. Can will be involved in all aspects of the project and will communicate directly with the District's project team throughout construction.

The key objective underlying our approach is our determination to provide the highest level of customer support available, maintaining the integrity of the special inspection program as balanced by the economies of budget tracking, project management oversight and project controls. This is accomplished through the assignment of dedicated professionals and seasoned inspectors who contribute years of extensive experience and are committed to customer satisfaction.

We will work closely with the District to ensure that quality work is provided by the contractors and/or subcontractors in accordance to the project specifications and approved plans. The best way to initiate teamwork and cooperation is to schedule a pre-construction meeting among all relevant participants. Introductions will allow everyone to be fully aware of the testing/inspection team and how our role fits into the overall dynamics of this project. This starts the project off on the right path by allowing all parties to fully understand our protocols and procedures. We encourage the construction management team to routinely schedule coordination meetings to report on the progress of all aspects of the project and to discuss resolutions on various issues. This will aid

in everyone's understanding of the project status and foster continual teamwork by encouraging open lines of communication.

In addition, Can will track project budgets through GreenBox, a cloud-based system created and copyrighted by ISI specifically for the testing and inspection industry. Each invoice includes a Contract Summary Section that compares the authorized contract amount, the amount invoiced to date, remaining funds on the contract and indicates the percent of the contract billed. The percent billed is compared to schedule milestones to provide a quick indicator of how our work is tracking with the project.

Can will also track activity by reviewing GreenBox dispatch records to get a daily view of the inspection activity. He will keep careful watch over these indicators and inform clients as early as possible if these numbers indicate an issue on the project. It's important to determine the cause of any "leakage" and discuss solutions as appropriate. Potential changes in scope and budget are discussed with the appropriate project team members. As an accomplished engineer, Can Çelik, PE, GE has the ability to resolve any technical issues that may arise as he has on numerous occasions for other projects.

Can is committed to this project and will ensure ISI is providing the highest level of service and communication. He will ensure that projects are adequately staffed, reports are delivered to the District's project management team, and any discrepancies and non-conformance issues are promptly reviewed and addressed so that corrective measures can be established to minimize project delays or costs.

## FIRM RESOURCES

ISI understands the benefits of having a local office and laboratory. ISI will dispatch local inspectors listed in this proposal right from their homes. They will be able to keep most of the required equipment with them. Depending on each project's needs, other pieces of equipment can be stored in a locked Conex or Knaack box on the jobsite. This will minimize trips to Berkeley for equipment. Samples will be gathered and taken to the lab as needed. We have a driver who is assigned for sample pick-up and delivery for all of our projects.

All of our inspectors are members of Operating Engineers Local Union No. 3 which can provide us with additional project support if needed. We have the ability to service multiple inspection requests on various projects simultaneously, even with an accelerated construction schedule which may include overtime and weekend work. This is a tool to provide personnel with the specific qualifications to meet our clients' needs.

## RESPONSIVENESS

Responsiveness is a key component to our ability to meet or exceed the requirements of this RFQ/P. ISI has demonstrated a commitment and ability to respond immediately to requests for personnel or technical support from our Berkeley office.

Typically, we request a 24-hour advance notification of our services. However, since our offices are close, we can respond within hours of notification to supply personnel, sample pick-up and delivery. ISI's dispatch line is answered by our dispatch staff, Joel Mowdy and Bryan Facha, from 7:00 AM to 5:30 PM. We understand how important it can be to be able to speak directly with a knowledgeable person to schedule

inspections and sample pick-ups. Joel and Bryan are problem solvers and make every effort to schedule work on short notice.

## 2.4) LITIGATION

ISI Inspection Services, Inc. has had only 1 issue of a lawsuit/litigation/debarment in our 27 year history. In August 2018, ISI was sued by The Regents of the University of California for what they perceived as being improper behavior. At no time was there ever any allegations about the integrity of services performed. ISI filed a counter lawsuit in response to assert that we had done nothing wrong. In the Fall of 2019, the UC and ISI agreed to a settlement of the lawsuit. Dismissals were filed in court by both parties, June 2020.

## 2.5) PROFESSIONAL FEES





**BUDGET ESTIMATE TO PROVIDE  
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

| I. FIELD AND LABORATORY SERVICES                       |  | Quantity   | Rate  | Amount       |                   |
|--|--|------------|-------|--------------|-------------------|
| <b>A. Structural Concrete</b>                          |  |            |       |              |                   |
| 1. 2903  | Epoxy/Anchor Installation                | 1 visit(s) | 4 hrs | \$110.00 /hr | \$440.00          |
| 2. 2904  | Anchor Proof-Load Testing (w/ equipment) | 1 visit(s) | 4 hrs | \$114.00 /hr | \$456.00          |
| <b>B. Engineering/Project Management/Miscellaneous</b> |  |            |       |              |                   |
| 1. 1221  | Project Manager                          | 1 hrs      |       | \$160.00 /hr | \$160.00          |
| 2. 1215  | DSA-291 Affidavit                        | 1 ea       |       | \$310.00 /ea | \$310.00          |
| <b>Total Budget Estimate:</b>                          |  |            |       |              | <b>\$1,366.00</b> |

| Exclusions: |                          |
|-------------|--------------------------|
| 1.          | Geotechnical Engineering |
| 2.          | Earthwork Services       |



**BUDGET ESTIMATE TO PROVIDE  
 SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

**II. PROPOSAL CLARIFICATIONS**

**Estimated Quantities:**

Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans, dated 12-2-22. DSA-103 form.
- Cost proposal request email, dated 2-17-23.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes.

**Reinspections:**

Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs.

**Time and Materials Charges:**

This bid proposal is an estimate to perform services. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a monthly basis in accordance with this proposal. All invoices include a summary of work performed to date and budget balance remaining. Prices quoted are valid through June 30, 2023.

**III. BASIS OF CHARGES**

**A. Minimum Hourly Charges:**

|        |   |         |
|--------|---|---------|
| 9003   | Show-up/Cancellation                        | 2 hours |
| 9003NS | Show-up/Cancellation (Night Shift)          | 8 hours |
|        | Inspector/Technician services (0 - 4 hours) | 4 hours |
|        | Inspector/Technician services (4 - 8 hours) | 8 hours |

**B. Rate for Field Inspectors:**

|  |                    |
|--|--------------------|
| Basic Rate   | \$ 110.00/hr       |
| Basic Rate w/ Testing Equipment  | \$ 114.00/hr       |
| Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)            | 1.5 x Basic Rate   |
| Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays) | 2 x Basic Rate     |
| Work performed on "RUSH" schedule  | 1.5 x Basic Rate   |
| Night Shift Differential (shifts starting after 2pm/before 4am)          | 1.125 x Basic Rate |

**C. Expenses:**

|      |   |                |
|------|---|----------------|
| 1307 | Travel Time, if required                        | \$ 82.00/hr    |
| 1305 | Auto Mileage, if required                       | At Cost        |
| 1306 | Per Diem (Or cost if greater than \$125.00/day) | \$ 134.00/day  |
|      | Equipment Fee                                   | \$ 100.00/day  |
| 1308 | Miscellaneous Expenses (Parking/Tolls/Airfare)  | At Cost        |
| 1314 | Outside Services                                | Cost + 10%     |
| 1308 | Skidmore Rental                                 | \$ 1200.00/day |

\* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.



**BUDGET ESTIMATE TO PROVIDE  
SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

| I. FIELD AND LABORATORY SERVICES                       |  | Quantity   | Rate  | Amount       |                   |
|--|--|------------|-------|--------------|-------------------|
| <b>A. Structural Concrete</b>                          |  |            |       |              |                   |
| 1. 2903  | Epoxy/Anchor Installation                | 1 visit(s) | 4 hrs | \$110.00 /hr | \$440.00          |
| 2. 2904  | Anchor Proof-Load Testing (w/ equipment) | 1 visit(s) | 4 hrs | \$114.00 /hr | \$456.00          |
| <b>B. Engineering/Project Management/Miscellaneous</b> |  |            |       |              |                   |
| 1. 1221  | Project Manager                          | 1 hrs      |       | \$160.00 /hr | \$160.00          |
| 2. 1215  | DSA-291 Affidavit                        | 1 ea       |       | \$310.00 /ea | \$310.00          |
| <b>Total Budget Estimate:</b>                          |  |            |       |              | <b>\$1,366.00</b> |

| Exclusions: |                          |
|-------------|--------------------------|
| 1.          | Geotechnical Engineering |
| 2.          | Earthwork Services       |



**BUDGET ESTIMATE TO PROVIDE  
 SPECIAL INSPECTION AND MATERIAL TESTING SERVICES**

**II. PROPOSAL CLARIFICATIONS**

**Estimated Quantities:**

Our estimated quantities and scope of services are based upon review of the bidding documents available at the time of our estimate, which includes the following:

- Project plans, dated 12-2-22. DSA-103 form.
- Cost proposal request email, dated 2-17-23.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes.

**Reinspections:**

Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs.

**Time and Materials Charges:**

This bid proposal is an estimate to perform services. Actual charges are based solely upon time spent on the job site and the required and/or requested testing and laboratory services. Invoices will be submitted on a monthly basis in accordance with this proposal. All invoices include a summary of work performed to date and budget balance remaining. Prices quoted are valid through June 30, 2023.

**III. BASIS OF CHARGES**

**A. Minimum Hourly Charges:**

|        |   |         |
|--------|---|---------|
| 9003   | Show-up/Cancellation                        | 2 hours |
| 9003NS | Show-up/Cancellation (Night Shift)          | 8 hours |
|        | Inspector/Technician services (0 - 4 hours) | 4 hours |
|        | Inspector/Technician services (4 - 8 hours) | 8 hours |

**B. Rate for Field Inspectors:**

|  |                    |
|--|--------------------|
| Basic Rate   | \$ 110.00/hr       |
| Basic Rate w/ Testing Equipment  | \$ 114.00/hr       |
| Overtime (over 8 hrs Monday-Friday; first 8 hrs on Saturdays)            | 1.5 x Basic Rate   |
| Double-time (over 12 hrs Mon-Fri; over 8 hrs on Sat; Sundays & Holidays) | 2 x Basic Rate     |
| Work performed on "RUSH" schedule  | 1.5 x Basic Rate   |
| Night Shift Differential (shifts starting after 2pm/before 4am)          | 1.125 x Basic Rate |

**C. Expenses:**

|      |   |                |
|------|---|----------------|
| 1307 | Travel Time, if required                        | \$ 82.00/hr    |
| 1305 | Auto Mileage, if required                       | At Cost        |
| 1306 | Per Diem (Or cost if greater than \$125.00/day) | \$ 134.00/day  |
|      | Equipment Fee                                   | \$ 100.00/day  |
| 1308 | Miscellaneous Expenses (Parking/Tolls/Airfare)  | At Cost        |
| 1314 | Outside Services                                | Cost + 10%     |
| 1308 | Skidmore Rental                                 | \$ 1200.00/day |

\* Technical personnel are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. Rates are subject to an annual COLA increase of 6% adjustment on July 1st of each year to cover any increase in ISI's cost due to changes in wages, benefits, working conditions and other provisions of the Union Labor Agreement and Prevailing Wage requirements. Inspection services are charged portal to portal from dispatch location and are subject to mileage and travel. For assignments that require equipment such as nuclear gauges, hydraulic systems for proof-load testing, high-strength torque wrench etc., billing time will include picking up and dropping off the equipment at ISI's laboratory as well as round trip travel.



# 3 | INSURANCE







3 | INSURANCE

ISI will promptly provide insurance certificates naming the Oakland Unified School District an additional insured should we be chosen to provide services under this contract. ISI carries the following policies and coverages, which are in alignment with your requirements for this proposal.

- Commercial General Liability Insurance: \$1M per Occurrence/\$2M Aggregate
Automobile Liability Insurance: \$1M Combined Single Limit
Professional Liability: \$2M per Claim/\$2M Aggregate
Workers Compensation and Employer's Liability: \$1M per Accident or Disease/\$1M Limit
Umbrella Liability: \$5M

\* ISI has a \$5M umbrella policy which will cover the Aggregate Automobile Liability, Errors and Omissions insurance requirements.

ACORD CERTIFICATE OF LIABILITY INSURANCE form with fields for insured (ISI Inspection Services, Inc.), coverages (Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation), and certificate holder information.

ACORD CERTIFICATE OF LIABILITY INSURANCE form with fields for insured (ISI Inspection Services, Inc.), coverages (Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation), and certificate holder information.



# 4 | APPENDIX





## 4 | APPENDIX (RESUMES, PROJECT EXAMPLES, TESTIMONIALS)

**CAN S. ÇELİK, PE, GE**

*Project Manager*

### EXPERIENCE

30 Years

### REGISTRATIONS

Registered Professional Civil Engineer, CA, # C 60852

Registered Geotechnical Engineer, CA, # GE 2583

### CERTIFICATIONS

CALTRANS Certifications for Concrete, Soils, and Aggregates

International Code Council (ICC) Special Inspector:

Reinforced Concrete

Prestressed Concrete

Structural Masonry

Structural Steel / Welding

High-Strength Bolting

Spray-Applied Fireproofing

AWS Certified Welding Inspector # 02070941

ACI Examiner and ACI Concrete Field Testing Tech Grade I & Concrete Strength Testing Tech

NICET Level III Concrete & Soils

Level II Asphalt

Nuclear Gauge Testing & Radiation Safety Officer

ASNT Level II UT, MT, PT, VT, RT

As a Registered Civil and Geotechnical Engineer, Can Çelik lends his considerable expertise to ISI's projects, especially on Title 24 schools and hospitals. Can has the rare ability to combine hands-on inspection and materials testing experience with engineering knowledge. He therefore acts as ISI's Project Manager and Geotechnical Engineer of Record (GEOR) on many of ISI's largest projects. He is also responsible for reviewing and approving ISI's final special inspection affidavits. Can joined ISI in 1999 with over eleven years of experience in road and airport construction and design as well as materials testing in Germany, where he managed and/or supervised many large construction projects. Can likes to share his knowledge by providing ongoing continuing education classes for ISI's inspectors and technicians and as a lecturer at the City College of San Francisco.

### EXPERIENCE

Reinforced and Prestressed Concrete  
Structural Masonry  
Structural Steel/Welding & High-Strength Bolting  
Spray-Applied & Intumescent Fireproofing  
Structural Investigations  
Geotechnical Investigation, Design & Observation  
Fill Placement, Soil Compaction, Proof-rolling  
Drilled Piers  
Installation & Testing of Tiebacks, Tiedowns & Soil Nails  
Pavement Design & Geotextiles  
Laboratory Testing

### MAJOR PROJECTS

#### **Oakland Unified School District (OUSD)**

Castlemont HS CMU Elevator Wall Investigation, Oakland  
Westlake MS New Classroom Buildings, Oakland (GEOR)  
Lakeview ES Stair Replacement, Oakland (GEOR)  
Skyline HS Skylight Load Test, Oakland  
Joaquin Miller MS Skylight Load Test, Oakland

#### **Alameda Unified School District (AUSD)**

Lincoln MS New 2-Story Classroom Building, Alameda (GEOR)  
Encinal HS Phase IV Modernization, Alameda (GEOR)  
Franklin ES Phase IV Modernization, Alameda (GEOR)

## EDUCATION

MS, Geotechnical and Environmental Engineering, 1991, BS, Civil Engineering, 1988, Aachen University of Technology, Germany

Master of Business Administration and Economics for Engineers, Bachelor of Business and Economics for Engineers, University of Hagen Germany

Part-time Instructor at City College of San Francisco's Engineering & Technology Department since 2006:

- Practical Mathematics (through Precalculus)
- Welding Inspection Technology and Metallurgy
- Asphalt and Concrete Technology

Ruby Bridges ES New Day Care Center, Alameda (GEOR)  
Ruby Bridges ES New Portables, Alameda (GEOR)

### **West Contra Costa Unified School District (WCCUSD)**

Woodrow Wilson (Michelle Obama) ES, Richmond (GEOR)  
Harding ES Modernizations, Richmond  
Madera ES Modernizations, Richmond  
Pinole Valley New HS, Pinole

### **Berkeley Unified School District (BUSD)**

Berkeley HS Community Theater  
Martin Luther King MS Dining Commons, Berkeley  
Martin Luther King MS Gymnasium, Berkeley  
King CDC Preschool, Berkeley (GEOR)  
Franklin Preschool, Berkeley (GEOR)  
Berkeley HS Relocatable Classroom and Toilet Buildings  
ADA Path of Travel, San Francisco (GEOR)

### **Castro Valley Unified School District (CVUSD)**

Castro Valley HS Performing Arts Center, Castro Valley (GEOR)  
Castro Valley HS Baseball Scoreboard, Castro Valley (GEOR)  
Crescent MS New Gymnasium, Castro Valley (GEOR)  
Redwood Alternative HS, Castro Valley (GEOR)  
Castro Valley Adult School Addition, Castro Valley (GEOR)  
Castro Valley HS Library Renovation, Castro Valley (GEOR)  
Canyon MS, Castro Valley (GEOR)  
Vannoy ES Athletic Field Renovation, Castro Valley (GEOR)  
Chabot ES, Castro Valley (GEOR)  
Stanton ES, Castro Valley (GEOR)  
Alma Preschool New Portables, Castro Valley (GEOR)

### **Novato Unified School District (NUSD)**

Hamilton ES New Gymnasium, Novato (GEOR)  
Hamilton ES New Administration Building, Novato (GEOR)  
San Ramon ES New Construction, Novato (GEOR)  
San Marin HS New Construction, Novato (GEOR)  
San Marin HS Science Classroom, Novato (GEOR)  
Novato HS Cafeteria Building, Novato (GEOR)  
Novato HS Pool Replacement, Novato (GEOR)  
Novato HS New Scoreboard, Novato (GEOR)  
San Jose MS Woodshop Conversion, Novato (GEOR)  
Sinaloa MS Modular Buildings, Novato (GEOR)  
Community Education Center Modular Buildings, Novato (GEOR)  
(10) Solar PV System Projects, Novato (GEOR)

### **San Rafael City Schools (SRCS)**

San Rafael HS Gymnasium and Swimming Pool Repairs  
Short ES Modernization, San Rafael  
Davidson MS Relocation of Modular Building, San Rafael  
Glenwood ES Parking & Modular Relocation, San Rafael  
Terra Linda HS Gymnasium Wall, San Rafael

## STEVEN BRUSH

*Special Inspector*

### EXPERIENCE

9 Years

### CERTIFICATIONS

International Code Council (ICC), #8213113:

Reinforced Concrete,  
Prestressed Concrete,  
High-Strength Bolting,  
Welding,  
Spray-Applied Fireproofing,  
Structural Masonry,  
Commercial Building

American Concrete Institute (ACI):

Concrete Field Testing  
Technician, Grade  
Concrete Strength Testing  
Technician  
Adhesive Anchor Installation

CALTRANS Concrete Field  
Testing

Certified Nuclear Gauge  
Operator

Floor Flatness Certified  
Technician

Ground Penetrating Radar  
(GPR) Certified Field  
Technician

NDT Level II – UT and MT

DSA Shotcrete & Masonry

IFC Firestop

Steven Brush joined ISI in 2013 and provides 9 years of industry experience. Among numerous other certifications, Steven is a DSA Shotcrete and Masonry certified inspector which he acquired to specialize in school projects, making him a strong asset to the inspection team for a variety of projects.

### FIELD EXPERIENCE

Reinforcing Steel Placement  
Concrete Placement / Sampling  
Grout Placement / Sampling  
Batch Plant Inspection  
Spray-Applied Fireproofing / Firestop  
Roofing / Waterproofing Inspection  
Proof Load / Torque Testing  
Anchor / Dowel Installation  
Skylight Load Testing  
Coring of Concrete and Shotcrete  
Structural & Veneer Masonry  
Structural Steel Welding & Bolting  
Shearwall Nailing  
FRP Installation & Testing

### LABORATORY EXPERIENCE

Moisture Content  
Sieve Analysis & Hydrometer Analysis  
Moisture-Density / Proctor Curves & Calwet 216  
Sand Equivalent  
R-Value  
Asphalt TMD & Oil Content  
SAFP Density & Cohesion/Adhesion Test  
FRP Tensile Test  
Rebar Tensile & Bend  
CMU Unit Weight, Shrinkage, Compression  
Concrete Shrinkage

### MAJOR PROJECTS

#### Education

Castlemont HS CMU Elevator Wall Investigation, Oakland  
Joaquin Miller MS Skylight Load Test, Oakland  
Skyline High School Skylight Anchor Proof Load Testing, Oakland  
Terra Linda High School Modernization, San Rafael  
Pinole Valley High School Campus Replacement, Pinole

## ANDREW RUMBAUGH

*Special Inspector*

### EXPERIENCE

5 Years

### CERTIFICATIONS

American Concrete Institute (ACI) #01400995:

Concrete Field Testing Technician (Grade I); Adhesive Anchor Installation Inspector

Caltrans Certified in Methods: CT125, CT231, CT375, CT504, CT518, CT539, CT540, CT543, CT556, CT557

Nuclear Gauge Testing Certified

ICC certification# 8882868

Spray-Applied Fire Proofing Special Inspector

Structural Masonry Special Inspector

Reinforced Concrete Special Inspector

Prestressed Concrete Special Inspector

Structural Steel & Bolting Special Inspector

Commercial Building Inspector

DSA Shotcrete

OSHA 30 Construction Safety

Andrew started with ISI upon joining the Operating Engineers, Local 3 Apprenticeship program in early 2017. Andrew has been an inspector on Pinole Valley High School New Campus Replacement, Terra Linda High School Modernization, Garfield Elementary School Modernization and Michelle Obama Elementary School, among others. Andrew has the ability to solve problems in the field and is one of the most knowledgeable and versatile inspectors on the ISI staff.

### EXPERIENCE

- Concrete Inspection
- Batch Plant Inspection
- Soils Sampling
- Anchor Proof Load Testing
- Compaction Testing with Nuclear Gauge
- Inspection of Anchor/Dowel Installation
- Caltrans QC/QA Inspections
- HMA Testing

### MAJOR PROJECTS

#### Education

- Pinole Valley High School Campus Replacement, Pinole
- Juan Crespi Middle School Gym S.R., Richmond
- Richmond High School Critical Needs, Richmond
- Terra Linda High School Commons, San Rafael
- Woodrow Wilson Elementary School, Benicia
- SFSU New Creative Arts Replacement Bldg. Phase 1, San Francisco

#### Health Care

- Laurel Heights Immunogenetics & Transplant Lab, San Francisco
- UCSF Precision Cancer Center Med Bldg., San Francisco

#### Commercial/Residential

- 320-330 Clementina Towers, San Francisco
- Greenwich Street Residence, San Francisco
- Portsmouth Square Garage Renovation, San Francisco
- Dublin Hub, Pleasanton
- Creekside Walk Apartments, El Cerrito

#### Infrastructure/Municipality

- Glenside Oliveira Bridge, Lafayette
- Bon Air Bridge Replacement, Larkspur
- Peninsula Corridor Electrification Program, Various Locations

## MARK CHURCHILL

*Special Inspector*

### EXPERIENCE

4 Year

### CERTIFICATIONS

American Concrete Institute  
(ACI) Concrete Field  
Technician, Level 1  
#01530482

American Concrete Institute  
(ACI) Adhesive Anchor  
Installation

International Code Council  
(ICC) Special Inspector,  
#8904830, Spray-Applied  
Fireproofing, Prestressed  
Concrete, Reinforced  
Concrete (associate), Soils

Caltrans Test Methods:

CTM 375

CTM 231

CTM 125 (Aggregates, HMA)

Nuclear Gauge Operator

OSHA 30

Construction Safety & Health

Mark Churchill joined ISI in 2018 and has since provided special inspection services on many ISI projects. He has a great work ethic and learns quickly on the job.

### EXPERIENCE

Batch Plant  
Concrete Placement/Sampling  
Concrete Batch Plant Inspections  
Grout Placement/Sampling  
Proof Load/Torque Testing  
Anchor Installation  
Asphalt/Soil Compaction Testing

### MAJOR PROJECTS

#### Education

San Antonio HS Relocation of Modular Buildings, Petaluma  
SFUSD Garfield ES Modernization, San Francisco  
SFUSD Tule Elk ES, San Francisco  
WCCUSD Woodrow Wilson ES, Richmond  
SRCSD Terra Linda HS Commons, San Rafael

#### Health Care

RWC MOB 2 & Parking Structure C, Redwood City  
Block 23A Neuroscience Research Bldg (M4641), San Francisco  
M5637 MB Block 23A Site Utility Loop & Connection, San Francisco  
590 & 600 Minnesota St Student & Trainee Housing (M4650), San Francisco  
Block 33 UCSF MB East Campus Phase 1 Bldg – M4603, San Francisco  
CPMC Cath Hill Hospital, Increment 6, San Francisco

#### Commercial/Residential

1300 Crittenden Lane, Mountain View, CA (SL2700)  
875 California St, San Francisco  
Azul Works Soils Compaction On-Call

#### Infrastructure/Municipal

Santa Clara Water District, Mountain View  
Anderson Dam Seismic Retrofit, Morgan Hill  
City of Antioch Brackish Water Desalination PW694, Antioch  
Sanitary Sewer Urgent Repair FY20, Berkeley  
Sanitary Sewer Rehab, Walnut/Spruce, Berkeley  
Sanitary Sewer Rehab, Parker/MLK, Berkeley



PROJECT EXPERIENCE



## San Francisco Unified School District (Various)

San Francisco, CA

**Duration**

2014–Present

**Construction Value**

Various

**Owner**

San Francisco Unified School District

**Reference**

Andrea Dawson  
 Senior Project Manager  
 San Francisco Unified School District  
[dawsona1@sfusd.edu](mailto:dawsona1@sfusd.edu)  
 (415) 241-6152

Since 2014 ISI has provided special inspection and materials testing services on various projects for the SFUSD. Many of these projects have included new buildings, remodels and modernizations. Projects to date include: A.P. Giannini Middle School (Current), Tule Elk Park Early Elementary School Modernization, Garfield Elementary School Modernization, New Building at Tule Elk Park Early Elementary School, Bessie Carmichael GSY and Chinese Education Center Early Elementary School, to name a few.

**Inspection & Testing Services**

- Sample, ID and Tag Reinforcing Steel at Supplier's Plant
- Inspection of Concrete Placement and/or Sampling
- Batch Plant Inspection
- Field Inspection of Structural Steel and Welding (visual)
- Shop Inspection of Structural Steel and Welding (visual)
- NDT Ultrasonic Testing (UT)
- Material Identification to CMTR and/or sampling

- Inspection of Anchor/Dowel Installation
- Anchor Proof Load Testing (Tension or Torque up to 1" dia.
- Inspection of Polymer Matrix Composite Material Placement ("Fibrwrap")

**Project Team**

Antoine Megevand (PM), Jessie Amos, Judy Barone, Steven Brush, Mark Churchill, Anthony Devries, Nicholas O'Connell, Archie Richardson, Andrew Rumbaugh, Ted Shoecraft, Winnifred Solis





## San Rafael City & High School Districts (Various)

San Rafael, CA

**Duration**

2011–Present

**Construction Value**

Various

**Owner**

San Rafael City & High School Districts

**Reference**

Dan Zaich  
 Senior Director Capital Facilities  
 San Rafael City Schools  
[dzaich@srcs.org](mailto:dzaich@srcs.org)  
 (415) 492-3285

Since 2011, ISI has provided special inspection, materials testing, and geotechnical observation services for various projects for the San Rafael City and High School Districts. Projects to date include: Terra Linda High School Gym & Frontage Improvements (Current), Terra Linda High School Modernization, Terra Linda High School Stadium Bleachers, Davidson Middle School Relocation of Modular Building, Venetia Valley New Sound Wall and Coleman Elementary School Shade Structure, among many others.

**Inspection & Testing Services**

- Sample, Inspect and Tag Reinforcing Steel at Plant
- Material Identification
- Shop & Field Welding
- Batch Plant Inspection
- Soil Compaction Testing
- Locating Reinforcing Steel with Ferroscan
- Sampling and Compaction Testing of Soils/Aggregates
- Concrete Placement, Sampling and Testing
- Anchor Proof Load Testing
- Observation of Drilled Pier Installation

**Project Team**

Can S. Çelik, PE, GE (PM & GEOR), Jessie Amos, Judy Barone, Steven Brush, Mark Churchill, Anthony Devries, Osvaldo Fabela, Andrew Falk, Joel Hair, Nicholas O’Connell, Archie Richardson, Andrew Rumbaugh, Sam Sayawat, PE, Todd Shebesta, Ted Shoecraft, Justin Slaughter, Winnifred Solis



## Michelle Obama (Woodrow Wilson) ES

Richmond, CA

### Duration

2019–2020

### Construction Value

\$36 Million

### Owner

West Contra Costa Unified  
School District

### Reference

Luis Freese  
District Engineering Officer  
West Contra Costa Unified  
School District  
[lfreese@wccusd.net](mailto:lfreese@wccusd.net)  
(510) 307-4545

ISI provided special inspection and materials testing services for the new Michelle Obama Elementary School campus. The project consisted of demolition of the existing campus and construction of an Administration Building, North & South Learning Suites, MPR Building, North & East Kindergarten/Pre-Kindergarten Buildings, and four Fabric Shade Structures.

### Inspection & Testing Services

- Geotechnical Engineer of Record
- Geotechnical Observation
- Material Identification and Sampling
- Soil Compaction Testing
- WPS Document Review
- Rebar Shop Inspections and Tagging
- Concrete Mix Design Review
- Batch Plant Inspection
- Concrete Sampling
- Shop Inspection of Structural Steel and Welding (Visual)
- Field Inspection of Structural Steel and Welding (Visual)
- Anchor Proof Loading

- Glu-Lam Beam and Truss Inspections (performed by sub-consultant in Oregon)

### Project Team

Can S. Çelik, PE, GE (PM & GEOR),  
Jessie Amos, Steven Brush, Mark  
Churchill, Darwin Diaz, Anthony  
Devries, Andrew Falk, Seth  
Fitzgibbon, Archie Richardson,  
Andrew Rumbaugh, Todd  
Shebesta, Winnifred Solis,  
Dickson Sum



## Pinole Valley High School New Campus

Pinole, CA

### Duration

2016–2019

### Construction Value

\$230 Million

### Owner

West Contra Costa Unified  
 School District

### Reference

Richard Miller  
 Construction Manager  
 West Contra Costa Unified  
 School District  
[richard.miller@wccusd.net](mailto:richard.miller@wccusd.net)  
 (510) 224-5249

ISI provided special inspection and materials testing services for the new 240,000 sq. ft. Pinole Valley High School campus. Construction consisted of five new buildings; a classroom, performing arts center, cafeteria/kitchen, library, and gymnasium. The design goal was 100% student engagement which employs spaces that will motivate students, encourage collaboration, and energize learning. The building design and material component selection meets CHPS criteria and exceeds the Energy Code by 25%.

### Inspection & Testing Services

- NDT Magnetic Particle Testing (MT)
- Field Inspection of Structural Steel and Welding (Visual)
- Shop Welding
- NDT Ultrasonic Testing (UT)
- DSA- Certified Masonry
- Grout Samples for Compression Testing
- Rebar Tagging and Material ID
- Rebar Tensile and Bend Test
- Concrete Batch Plant Inspection
- Concrete Sampling (Slump, Temperature, Air, Compression Samples)
- Compression Testing (Light weight concrete & regular concrete)
- Anchor Proof Loading/Torque Testing
- Spray-Applied Fireproofing (Thickness Verification & Density Verification)
- Floor Flatness Testing

### Project Team

Can S. Çelik, PE, GE (PM), Steven Brush, Nicholas O’Connell, Archie Richardson, Andrew Rumbaugh

## CLIENT TESTIMONIALS

The ISI team offers valuable expertise realized from a long history of providing special inspection and materials testing services for some of the largest and most complex projects in Northern California. Our experience has taught us the importance of providing accurate inspection and test reports of superior quality with a quick turnaround. The following quotes demonstrate our knowledge and ability to respond quickly to our client's needs:

*"I have worked with ISI for approximately 6 years on various SFDPW/PUC projects and have found the firm to be exceptionally responsive on short notice. ISI's inspectors in particular are multi-certified and possess the knowledge, training and skills to perform with the highest degree of trust and integrity."*

- Boon Lim, Field Construction Manager, San Francisco Public Utilities Commission

*"The quick turnaround of the laboratory test results for the field sampling and testing of the reinforcement steel bars and concrete, as well as, the detailed special inspection reports were good examples of the excellent service your firm provides."*

- Larry Wong, Division Manager, San Francisco Department of Public Works

*"The welding inspectors assigned on this project consistently demonstrate their competence, knowledge, and expertise to their assigned tasks."*

- Arnold Galang, Construction Inspector, San Francisco Public Utilities Commission

High praise given to one of our inspectors, *"This is a good time to commend Mike on a job very well done. The reinforcement and geometry on a project like this is complicated and sometimes hard to grasp, but he has a very good eye. He made a number of very timely observations that kept the project from going off the rails. He has, I'm sure, benefitted the Contractor by noting things before it was too late."*

- Kevin Clinch, S.E. Associate, (formerly with Arup, now with Arcadis)

*"We are wrapping up the DD phase I just wanted to convey the work your team did was really great and has been of great help! Thank you and I hope we can work together in the future."*

- David Shook, Associate Director, Skidmore, Owings & Merrill (Head Royce School investigation)

## LETTER OR RECOMMENDATION

A letter of recommendation from Gary Banks, formerly with the Peralta Community College District, in regards to our work on the Merritt College Science and Allied Health Building can be found on the following page.





## Peralta Community College District

333 East Eighth Street • Oakland, California 94606 • (510) 466-7200

Date: May 4, 2015

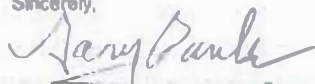
Re: Recommendation for Inspection Services, Inc.

To Whom It May Concern,

In my role as the Facilities Project Manager for Peralta Community College District, I recently worked with Can Celik and Greg Santiago of Inspection Services, Inc. (ISI) on the new \$59 million Merritt College Science and Allied Health Building project in Oakland, California. I highly recommend ISI based on my positive experiences working with them on this complex new construction project. As the Geotechnical Engineer of Record, Can Celik brought a high level of experience and knowledge of both construction and the California building code that helped make the project a success. Can was very responsive to questions from all parties of the building project and both he and the ISI Project Manager, Greg Santiago, played an important role enforcing the code, construction requirements and monitoring the inspection budgets. Greg kept us informed with bi-weekly budget updates and made frequent visits to the jobsite to monitor the flow of work. The ISI team worked collaboratively with our Construction Manager, Justin Smith from Kitchell CEM. One of ISI's many important attributes on this project was their professionalism in the way they communicated and articulated any issues and concerns to the entire design and construction team. It is my pleasure to recommend Inspection Services, Inc.

Please do not hesitate to give me a call regarding my positive experience working with ISI, Can Celik and Greg Santiago.

Sincerely,



Gary Banks, Architect, LEED® AP  
Facilities Project Manager  
Department of General Services  
Peralta Community College District  
333 East 8th Street, Oakland, CA 94606  
Tel: (510) 587-7882; Fax: (510) 466-7316  
Cell: (510) 520-1371  
Email: [gbanks@peralta.edu](mailto:gbanks@peralta.edu)

Berkeley City College

College of Alameda

Laney College

Merritt College

**EXHIBIT C**

**Fingerprinting Notice and Acknowledgement Form**

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT**  
**FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as President [insert "owner" or officer title] of ISI Inspection Services, Inc. [insert name of business entity], have read the foregoing and agree that ISI Inspection Services, Inc. [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 3/29/2023

Name: Leslie Sakai

Signature: 

Title: President



## ATTACHMENT A

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.


Entity Name: ISI Inspection Services, Inc.  
Date of Entity's Contract with District: 3/29/2023  
Scope of Entity's Contract with District: Construction Inspection

I, Leslie Salki [insert name], am the President [insert "owner" or officer title] for ISI Inspection Services Inc [insert name of business entity] ("Entity"), which entered a contract on 3/29, 2023 with the District for Construction Inspection

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 3/29, 2023

Signature:   
Typed Name: Leslie Salki  
Title: President  
Entity: Construction Inspection



## DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

| Project Information   |   |             |     |
|---|---|-------------|-----|
| <b>Project Name</b>   | Solar Initiative Inverter Replacement at Lowell MS & Westlake MS  | <b>Site</b> | 918 |
| Basic Directions  |   |             |     |
| Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board. |   |             |     |
| <b>Attachment Checklist</b>   | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000<br><input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |             |     |

| Contractor Information |   |                  |   |       |    |     |       |
|------------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name        | Inspection Services, Inc.   | Agency's Contact | Can Celik   |       |    |     |       |
| OUSD Vendor ID #       | 002199  | Title            | Project Manager   |       |    |     |       |
| Street Address         | 1798 University Avenue  | City             | Berkeley  | State | CA | Zip | 94703 |
| Telephone              | 510-900-2100  | Policy Expires   |   |       |    |     |       |
| Contractor History     | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |       |    |     |       |
| OUSD Project #         | 13128   |                  |   |       |    |     |       |

| Term of Original/Amended Contract                       |           |  |           |
|---|-----------|--|-----------|
| Date Work Will Begin (i.e., effective date of contract) | 4-27-2023 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 9-31-2023 |
|   |           | New Date of Contract End (If Any)  |           |

| Compensation/Revised Compensation                |    |   |            |
|--|----|---|------------|
| If New Contract, Total Contract Price (Lump Sum) | \$ | If New Contract, Total Contract Price (Not To Exceed) | \$3,005.20 |
| Pay Rate Per Hour (If Hourly)                    | \$ | If Amendment, Change in Price                         | \$         |
| Other Expenses                                   |    | Requisition Number                                    |            |

| Budget Information   |                    |  |             |            |
|--|--------------------|--|-------------|------------|
| If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. |                    |  |             |            |
| Resource #   | Funding Source     | Org Key  | Object Code | Amount     |
| 9650/9564  | Fund 21, Measure J | 210-9650-0-9564-8500-6235-918-9180-9905-9999-13128 | 6235        | \$3,005.20 |

| Approval and Routing (in order of approval steps)   |   |                                   |               |               |              |
|---|---|-----------------------------------|---------------|---------------|--------------|
| Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. |   |                                   |               |               |              |
| <b>1.</b>   | Division Head   | Phone                             | 510-535-7038  | Fax           | 510-535-7082 |
|   | Director, Facilities Planning and Management                      |                                   |               |               |              |
|   | Signature   | Date Approved                     | 4.3.23        |               |              |
| <b>2.</b>   | General Counsel, Department of Facilities Planning and Management |                                   |               |               |              |
|   | Signature   | Lozano Smith, approved as to form |               | Date Approved | 3/31/23      |
| <b>3.</b>   | Executive Director, Facilities Planning and Management            |                                   |               |               |              |
|   | Signature   | Date Approved                     | 4.3.23        |               |              |
| <b>4.</b>   | Chief Financial Officer   |                                   |               |               |              |
|   | Signature   | Date Approved                     |               |               |              |
| <b>5.</b>   | President, Board of Education                                     |                                   |               |               |              |
|   | Signature   | Mike Hutchinson                   | Date Approved | 4/27/2023     |              |