

Board Office Use: Legislative File Info.	
File ID Number	25-2913
Introduction Date	1-14-2026
Enactment Number	
Enactment Date	



Memo

To	Board of Education
From	Denise Gail Saddler, Ed.D., Interim Superintendent Preston Thomas, Chief Systems & Services Officer Pranita Ranbhise, Executive Director, Facilities
Board Meeting Date	January 14, 2026
Subject	Amendment No. 1, Agreement for Materials Testing and Special Inspection Services – Inspection Services, Inc. – Fremont High School Modernization Project – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Amendment No. 1, Agreement for Materials Testing and Special Inspection Services by and between the District and Inspection Services, Inc., Berkeley, CA , for the latter to provide continued special inspection & testing services, as outlined in the Proposal dated October 21, 2025, attached to this Amendment as Exhibit A for the Fremont High School Modernization Project, and extending the term of the Agreement from April 10, 2025, through December 31, 2025, to December 31, 2026 (an additional 365 days). All other terms and conditions of the Agreement remain in full force and effect.
Discussion	This Amendment is for continued special inspection & testing services and a three hundred sixty-five (365) days' extension.
LBP (Local Business Participation Percentage)	Waiver
Recommendation	Approval by the Board of Education of Amendment No. 1, Agreement for Materials Testing and Special Inspection Services by and between the District and Inspection Services, Inc., Berkeley, CA, for the latter to provide continued special inspection & testing services, as outlined in the Proposal dated October 21, 2025, attached to this Amendment as Exhibit A for the Fremont High School Modernization Project, and extending the term of the Agreement from April 10, 2025, through December 31, 2025, to December 31, 2026 (an additional 365 days). All other terms and conditions of the Agreement remain in full force and effect.
Fiscal Impact	Fund 21 Building Fund Measure J
Attachments	<ul style="list-style-type: none"> Amendment No. 1, including Exhibits Routing Form File ID: 25-0598

Memorandum:

Date: Nov 26, 2024

To: Kenya Chatman, Colland Jang

CC: David Colbert, Juanita Hunter, Mark Newton, Ty Taylor, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Local Business Compliance Team, OUSD

Subject: LBU Modification - Scope Specific - Materials Testing and Special Inspection

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Scope: Materials Testing and Special Inspection

Analysis:

An availability analysis has been conducted for Materials Testing and Special Inspection - Scope - Testing Laboratories (NAICS: 541380), to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is our recommendation that due to the lack of availability of small and local firms, the full 50% Local Business Enterprise (L/SLBE) requirement for the above referenced scope be waived.

LBU Recommendation:

Full LBU Waiver

An additional review may be conducted within one (1) year of this notice to reassess the availability of eligible firms. If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles
Local Business Compliance Officer
360 Total Concept

AMENDMENT NO. 1

AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

This Amendment is entered into between the Oakland Unified School District and Inspection Services, Inc. ("Contractor") to amend the Agreement for Materials Testing and Special Inspection Services between the District and the Contractor dated **April 10, 2025** ("Agreement"), for the Fremont High School Modernization Project ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR shall provide the following amended services: A time extension and continue to provide special inspection & testing services, as outlined in the Proposal dated October 21, 2025, attached to this Amendment as Exhibit A</p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term extended end date is: <u>December 31, 2026</u>.</p>		
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input type="checkbox"/> Increased by: _____.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p>		
<p>Prior to this amendment, the not-to-exceed total contract price was _____, and after this amendment, the not-to-exceed total contract price will be: _____.</p>		

4. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

- No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- Authority.** Each party represents and warrants that it has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President,
Board of Education

Date

Denise Gail Saddler, Ed.D., Interim Superintendent
and Secretary, Board of Education

Date



Dec 11, 2025

Preston Thomas (Dec 11, 2025 08:59:42 PST)

Preston Thomas, Chief Systems &
Services Officer

Date

CONTRACTOR: Inspection Services, Inc.

 12/3/25
Contractor Signature

CAN CELIK, SR. ENGINEER
Print Name, Title

Approval as to form:



12/5/2025

James Traber, Esq.
Facilities Counsel

Date

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Inspection Services, Inc.

1. Detailed Description of Services to be provided: : A time extension and continue to provide special inspection & testing services, as outlined in the Proposal dated October 21, 2025, attached to this Amendment as Exhibit A.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	0 Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	X Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	x Accountable for quality
<input type="checkbox"/> High quality and effective instruction	0 Full service community district



October 21, 2025

Oakland Unified School District
Christina Stone, Senior Project Engineer
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601
christina.stone@ousd.org

Subject: Contract Extension, Material Testing and Special Inspection Services for Fremont High School Phases 1 and 2 Project #22156

Dear Christina,

Per your recent email, this letter is a formal request for a no-cost modification of ISI's Contract based on information that Cahill has updated the schedule and anticipate daily inspections for the next three weeks for the drilled piers.

Modification Request:

Please extend our Contract End Date to December 31, 2026.

Sincerely,

Terri H. Klepp

Terri Klepp, Office Manager
ISI Inspection Services, Inc.
1798 University Avenue
Berkeley, CA 94703
tklepp@inspectionservices.net



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Fremont High School Modernization Project	Site	302
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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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 #	22156							

Term of Original/Amended Contract

Date Work Will Begin (i.e., the effective date of contract)	04-10-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$0
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
9650/9921	Fund 21, Measure J	210-9650-0-9921-8500-6290-302-9180-9905-9999-22156	6290	\$0

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director of Facilities Signature <u>Selene Nadel-Hayes</u> <small>Selene Nadel-Hayes (Dec 11, 2025 08:59:43 PST)</small>	Date Approved	Dec 11, 2025		
2.	Counsel, Department of Facilities Planning and Management Signature <u>James Traber</u>	Date Approved	12/5/2025		
	Chief Systems & Services Officer Signature <u>Preston Thomas</u> <small>Preston Thomas (Dec 11, 2025 08:59:43 PST)</small>	Date Approved	Dec 11, 2025		
4.	Chief Financial Officer Signature	Date Approved			
	President, Board of Education Signature	Date Approved			
5.		Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-0598
Introduction Date	04-09-2025
Enactment Number	25-0505
Enactment Date	4/9/2025 CJH



Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems and Services Officer Kenya Chatman, Executive Director
Board Meeting Date	April 9, 2025
Subject	Agreement for Materials Testing and Special Inspection Services – ISI Inspection Services, Inc. – Fremont High School Modernization Project – Division of Facilities Planning and Management
Action Requested	<p>Approval by the Board of Education of Agreement for Materials Testing and Special Inspection Services by and between the District and ISI Inspection Services, Inc., Fremont High School Modernization Project Phases One and Two, in a not-to-exceed amount of \$57,269.30, which includes a contingency amount of \$5,206.30 for Additional Services, with the work scheduled to commence on April 10, 2025, and scheduled to last until December 31, 2025, pursuant to the Agreement.</p>
Discussion	<p>Consultant was 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).</p>
LBP (Local Business Participation Percentage)	00.00%
Recommendation	<p>Approval by the Board of Education of Agreement for Materials Testing and Special Inspection Services by and between the District and ISI Inspection Services, Inc., Fremont High School Modernization Project Phases One and Two, in a not-to-exceed amount of \$57,269.30, which includes a contingency amount of \$5,206.30 for Additional Services, with the work scheduled to commence on April 10, 2025, and scheduled to last until December 31, 2025, pursuant to the Agreement.</p>
Fiscal Impact	Fund 21 Building Fund, Measure J
Attachments	<ul style="list-style-type: none"> 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. 25-0598

Department: Facilities Planning and Management

Vendor Name: ISI Inspection Services, Inc.

Project Name Fremont High School Modernization Project

Project No.: 22156

Contract Term: Intended Start: 04-10-2025

Intended End: 12-31-2025

Total Cost Over Contract Term: \$57,269.30

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?

ISI Inspection Services, Inc. was through the RFP Process.

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

ISI Inspection Services, Inc. will provide material testing and special inspection services for the Fremont High School Modernization Project Phases One and Two.

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?

ISI Inspection Services, Inc. is the best qualified vendor on the scorecard.

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 was 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.

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 10, 2025**, 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 **ISI 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: **provide materials testing and special construction inspection services for the Fremont High School Phases One and Two Modernization 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 **December 31, 2025**, 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

{SR801418}

Agreement for Material Testing and Special Inspection Services – ISI Inspection Services, Inc. – Fremont High School Modernization Project - \$57,269.30

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 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 for the duration of the Project or a longer period if so requested by the District.

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:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Property Damage:
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Comprehensive Automobile Liability

\$1,000,000 Each Occurrence

Consultant shall also maintain errors and omissions insurance on an occurrence basis with limits of at least Two Million (\$2,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).

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.

b. This Agreement may also be terminated by either Party upon seven (7) days written notice should the other Party fail substantially to perform their duties or for any material breach under this Agreement.

c. In the event of termination, Consultant shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

10. Independent Contractor Status. Consultant and any and all agents and employees of Consultant shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, Consultant shall maintain a professional working relationship with the District, the Contractor, the Inspector and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Consultant and the Architect, Inspector or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Consultant which does not otherwise exist.

11. Indemnity. Consultant shall indemnify, defend, and hold harmless the District, its Board of Trustees, officers, agents, and employees from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Consultant's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

12. Taxes. Consultant shall be liable and solely responsible for paying all required taxes including, but not limited to, Federal and State income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the appropriate Federal and State tax authorities as required.

13. Successors and Assigns. The District and Consultant, respectively, bind themselves, their successors, assigns, and representatives to the other Party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other Party with respect to all terms of this Agreement. Neither District nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

14. Notices. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the Party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Consultant: ISI Inspection Services, Inc.
Attn: Can Celik, PE, GE, Project Manager
1798 University Avenue
Berkeley, CA 94703

District: Oakland Unified School District
Facilities Planning and Management Department
Attn: Preston Thomas, Chief Systems & Services
Officer
955 High Street
Oakland, CA 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*).

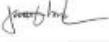
Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the representations set forth above, or Consultant adds personnel who will provide Services under this Agreement, 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 is using State of California funds for this Contract, and therefore Consultant must 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.

* * * * *

OAKLAND UNIFIED SCHOOL DISTRICT

	4/10/2025
Jennifer Brouhard, President, Board of Education	Date
	4/10/2025
Kyla Johnson-Trammell, Superintendent & Secretary Board of Education	Date
	Mar 14, 2025
Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management	Date

	03/11/2025
James Traber, Esq. Facilities Counsel	Date

ISI INSPECTION SERVICES, INC.

 3/11/25
Signature Date

CAN S. CELIK, SR. ENGINEER

Print Name, Title

EXHIBITA

Payments

For Basic Services, Consultant's total compensation shall not exceed **Fifty-Two Thousand Sixty-Three Dollars (\$52,063.00)**, which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its **December 3, 2024**, 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 **Five Thousand Two Hundred Six Dollars and Thirty Cents (\$5,206.30)**.

The total price under this Agreement for Basic and Additional Services shall not exceed **Fifty-Seven Thousand Two Hundred Sixty-Nine Dollars and Thirty Cents (\$57,269.30)**.

Consultant will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.



Fremont H.S. Phases 1 & 2
4610 Foothill Blvd.
Oakland, CA 94601

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

		Quantity	Rate	Amount
I. FIELD AND LABORATORY SERVICES				
A. Geotechnical Services (assume to be provided under the direction of the GEOR)				
1. 2701 Utilities/Subgrade/AB Compaction Testing (portal-to-portal)	10 day(s)	80 hrs	\$114.00 /hr	\$9,120.00
2. 3481 Maximum Density Curves/4" (ASTM D1557)	3 ea		\$310.00 /ea	\$930.00
3. 3482 Maximum Density Curves/6" (ASTM D1557)	2 ea		\$370.00 /ea	\$740.00
4. 3483 Oversize Correction	1 ea		\$82.00 /ea	\$82.00
5. 1215 DSA-291 Affidavit	1 ea		\$340.00 /ea	\$340.00
C. Reinforcing Steel				
1. 2204 Material ID/Sampling at Source	3 visit(s)	12 hrs	\$110.00 /hr	\$1,320.00
2. 2205 Material Tagging at Source	3 visit(s)	12 hrs	\$110.00 /hr	\$1,320.00
3. 3201 Reinforcing Steel Tensile/Bend Test (bar size #3 to #8)	12 set(s)		\$145.00 /set	\$1,740.00
D. Structural Concrete				
1. 1201 Mix Design Review	2 ea		\$225.00 /ea	\$450.00
2. 2305 Batch Plant Inspection	8 visit(s)	32 hrs	\$110.00 /hr	\$3,520.00
3. 2301 Misc. Concrete Placement & Sampling	8 visit(s)	32 hrs	\$110.00 /hr	\$3,520.00
4. 2903 Epoxy/Anchor Installation	4 visit(s)	16 hrs	\$110.00 /hr	\$1,760.00
5. 2904 Anchor Proof-Load Testing (w/ equipment, portal-to-portal)	8 visit(s)	32 hrs	\$114.00 /hr	\$3,648.00
6. 3101 Concrete Compression Tests (set of 5/50cy)	8 set(s)	40 ea	\$50.00 /ea	\$2,000.00
H. Structural Steel / Welding				
1. 1204 Review of Welding Documents (WPS: less than 48-hour notice 50% rush charge)	2 hrs		\$196.00 /hr	\$392.00
2. 2615 Material ID / Inspection of T.S. Seam Welds	2 visit(s)	8 hrs	\$112.00 /hr	\$896.00
3. 2602 Shop Welding Inspection	8 day(s)	64 hrs	\$112.00 /hr	\$7,168.00
4. 2608 Shop Non-Destructive Testing (w/ NDT equipment)	2 visit(s)	8 hrs	\$114.00 /hr	\$912.00
Shop inspection rate is based on work being performed in the Bay Area, in one shop and one 8-hour day shift.				
5. 2601 Field Welding Inspection	5 day(s)	40 hrs	\$112.00 /hr	\$4,480.00
6. 2608 Field Non-Destructive Testing (w/ NDT equipment)	2 visit(s)	8 hrs	\$114.00 /hr	\$912.00
L. Engineering/Project Management/Miscellaneous				
1. 1221 Project Manager	8 hrs		\$175.00 /hr	\$1,400.00
2. 1215 DSA-291 Affidavit	2 ea		\$340.00 /ea	\$680.00
T&I Budget Estimate:				\$47,330.00
10 % Administrative Fee:				\$4,733.00
10 % Contingency:				\$5,206.30
Total Budget Estimate:				\$57,269.30

Exclusions:

1. Geotechnical Engineering (unless requested before the start of the project)
2. Skidmore Wilhelm Bolt Testing Equipment (to be Provided by Erector per RCSC EB No.4)
3. Certification of Welding Personnel



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

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	\$ 90.00/hr
1305 Auto Mileage, if required	\$ 0.670/mi
1306 Per Diem (Or cost if greater than \$125.00/day)	\$ 157.00/day
1308 Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314 Outside Services	Cost + 10%
1318 Skidmore Rental	\$ 1235.00/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 December 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.

* ISI warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. This warranty is exclusive and is in lieu of any other warranty or representation, expressed or implied. ISI, its officers, directors, employees, agents, affiliates and independent contractors liability pursuant to this Contract and/or for alleged negligent acts or omissions shall be limited to the sum paid by the Client to the Consultant. No action, claim or proceeding shall be maintained against ISI unless such is filed or brought within two years from the date of Substantial Completion or final payment to ISI, whichever occurs first.

EXHIBIT B

Scope of Services

2 | CONTENT – STATEMENT OF QUALIFICATIONS

2.1) LETTER OF INTEREST

December 3, 2024

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

Subject: RFQ/P Material Testing and Special Inspection Services for Fremont High School Phases 1 and 2 Project #22156

Dear Kenya,

Thank you for providing Inspection Services, Inc. (ISI) with the opportunity to submit our proposal for the Material Testing and Special Inspection Services for Fremont High School Phases 1 and 2 Project #22156 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.

For over 29 years ISI has specialized in quality assurance, quality control and comprehensive special inspection and materials testing services. ISI was originally established at Pier 26 in San Francisco and in 2009 moved its 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.

With 25 years of hands-on experience managing public school and community college projects as ISI's Project and Engineering Manager, I am intimately familiar with the testing and inspection requirements stipulated by DSA. This includes the DSAbox file-sharing system that I have known and used since its inception.

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 **10,000 SF full-service, DSA-accredited Berkeley laboratory (LEA#131)**. ISI acknowledges the requested scope and is committed to helping 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 Archie Richardson, 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 RFP. 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.

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 receipt of Addendum No. 1 issued on 11/25/2024.

Sincerely,



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

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 SR. ENGINEER [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: 3/11/25

Name: CAN S. CELIK

Signature: Can Celik

Title: SR. ENGINEER

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:

April 10, 2025

Scope of Entity's Contract with District:

Special Inspection + Materials Testing

I, Can Celik [insert name], am the Sr. Engineer [insert "owner" or officer title] for isi Inspection Services, Inc. [insert name of business entity] ("Entity"), which entered a contract on April 10, 2025 with the District for Sp. Insp. + MatTesting

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: 3/11, 2025

Signature: Can Celik

Typed Name: CAN S. CELIK

Title: SR. ENGINEER

Entity: isi Inspection Services, Inc.

Memorandum:**Date:** Nov 26, 2024**To:** Kenya Chatman, Colland Jang**CC:** David Colbert, Juanita Hunter, Mark Newton, Ty Taylor, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown**From:** Local Business Compliance Team, OUSD**Subject:** LBU Modification - Scope Specific - Materials Testing and Special Inspection

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Scope: Materials Testing and Special Inspection

Analysis:

An availability analysis has been conducted for Materials Testing and Special Inspection - Scope - Testing Laboratories (NAICS: 541380), to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is our recommendation that due to the lack of availability of small and local firms, the full 50% Local Business Enterprise (L/SLBE) requirement for the above referenced scope be waived.

LBU Recommendation:

Full LBU Waiver

An additional review may be conducted within one (1) year of this notice to reassess the availability of eligible firms. If you have any questions, please feel free to contact our team at any time.

Sincerely,
Tiffany Knuckles
Local Business Compliance Officer
360 Total Concept



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nathan Butwin Company Inc 60 Cutter Mill Road, Suite 414 Great Neck NY 11021-3104	CONTACT NAME: Ellen Goldman	
	PHONE (A/C, No, Ext): 516-466-4200 x118	FAX (A/C, No): 516-466-4213
	E-MAIL ADDRESS: egoldman@butwin.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Co.	24147
	INSURER B: Travelers Property Casualty Insurance Company of A	25674
INSURER C: Chubb & Son, Inc.	10052	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 592348793

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	MWZY311549	2/1/2025	2/1/2026	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:							\$	
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	MWTB311548	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		Y	CUP-9R942193-24-NF	2/1/2025	2/1/2026	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A	MWC311547	2/1/2025	2/1/2026	X PER STATUTE	OTHE-	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Property - 10,000 Ded			36078892	10/1/2024	10/1/2025	Building Personal Property BI & EE	4,860,000 2,408,508 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District, its Board of Trustees, officers, agents, and employees, as additional insured. Waiver of Subrogation applies.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Facilities Planning and Management 955 High Street Oakland CA 94601 United States	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Inspection Services Inc

Endorsement Effective Date: 02/01/2017

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

DATE (MM/DD/YYYY)
3/11/2025

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	License # 0E67768		CONTACT Jessica McDonald			
			NAME:			
			PHONE (A/C, No, Ext): (925) 918-4535	FAX (A/C, No):		
			E-MAIL ADDRESS: Jessica.McDonald@ioausa.com			
INSURED			INSURER(S) AFFORDING COVERAGE	NAIC #		
			INSURER A: Arch Insurance Company	11150		
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
		INSURER F:				

COVERAGEs **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$		
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
							MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		
							GENERAL AGGREGATE	\$		
							PRODUCTS - COMP/OP AGG	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:					COMBINED SINGLE LIMIT (Ea accident)	\$			
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					BODILY INJURY (Per person)	\$			
						BODILY INJURY (Per accident)	\$			
						PROPERTY DAMAGE (Per accident)	\$			
							\$			
	OTHER:									
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$			
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$			
	Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$			
						PROPERTY DAMAGE (Per accident)	\$			
							\$			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$			
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE	\$			
							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N								PER STATUTE	OTHE- R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)								E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$
	E.L. DISEASE - POLICY LIMIT	\$								
A Professional Liab.	PAAEP0175800	2/15/2025	2/15/2026	Per Claim	2,000,000					
A Professional Liab.	PAAEP0175800	2/15/2025	2/15/2026	Aggregate	2,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Fremont H.S. Phases 1 & 2

All operations of the Named Insured, including the aforementioned project.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Fremont High School Modernization Project	Site	302
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	ISI 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 #	22156						

Term of Original/Amended Contract

Date Work Will Begin (i.e., the effective date of contract)	04-10-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2025
		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)	\$57,269.30
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

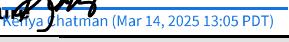
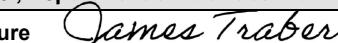
Budget Information

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
9650/9921	Fund 21, Measure J	210-9650-0-9921-8500-6290-302-9180-9905-9999-22156	6290	\$57,269.30

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director of Facilities				
	Signature  Kenya Chatman (Mar 14, 2025 13:05 PDT)	Date Approved	Mar 14, 2025		
2.	Counsel, Department of Facilities Planning and Management				
	Signature  James Traber	Date Approved	03/11/2025		
3.	Chief Systems & Services Officer				
	Signature  James Traber (Mar 14, 2025 13:37 PDT)	Date Approved	Mar 14, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			