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File ID Number	26-1228
Introduction Date	06-10-2026
Enactment Number	
Enactment Date	



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Sele Nadel-Hayes, Executive Director of Construction

Board Meeting Date June 10, 2026

Subject Amendment No. 1 - Master Standby Agreement for Material Testing and Special Inspection Services Agreement – Bret Harte Middle School Asphalt Replacement – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, Master Standby Agreement for Material Testing and Special Inspection Services Agreement by and between the **District** and **ISI Inspection Services, Inc., Berkeley, CA**, for the latter to provide Material Testing and Special Inspection Services **for the Bret Harte Middle School Asphalt Project**, as further described in Exhibit A of the Amendment, in the additional not-to-exceed amount of \$13,204.40, increasing the Agreement’s not-to-exceed amount from \$0.00 to \$13,204.40. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for Material Testing and Special Inspection Services for the Bret Harte Middle School Asphalt Replacement Project.

LBP (Local Business Participation Percentage) 100%

Recommendation Approval by the Board of Education of Amendment No. 1, Master Standby Agreement for Material Testing and Special Inspection Services Agreement by and between the District and ISI Inspection Services, Inc., Berkeley, CA, for the latter to provide Material Testing and Special Inspection Services for the Bret Harte Middle School Asphalt Project, as further described in Exhibit A of the Amendment, in the additional not-to-exceed amount of \$13,204.40, increasing the Agreement’s not-to-exceed amount from \$0.00 to \$13,204.40. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 140 Deferred Maintenance

Attachments

- Amendment No. 1
- File ID: 25-3089
- Certificate of Insurance
- Routing Form

AMENDMENT FOR PROJECT ASSIGNMENT

AMENDMENT NO. 1

Pursuant to the Master Agreement for Material Testing and Special Inspection Services (“Master Agreement”) between the **Oakland Unified School District** (“District”) and **ISI Inspection Services, Inc.** (“Inspector”) effective **June 11, 2026** (Agreement”), the District and Inspector agree to amend the Master Agreement to add services for the Bret Harte Middle School Asphalt Replacement Project (the “Project”).

1. Services. The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services described in its proposal, dated April 22, 2026, attached hereto as **Exhibit A** (the “Services”). The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement. Any terms and conditions contained in Inspector's proposal, other than those defining the scope of work and price, shall be of no force and effect.

2. Compensation and Fee Schedule

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed **Thirteen Thousand Two Hundred Four Dollars 40/100 (\$13,204.40)**, which represents Contractor’s estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal. If contractor’s proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The foregoing not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District’s consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project’s completion date requiring extended services. Any unused contingency amount shall be retained by the District.

Reimbursables. Contractor’s total reimbursement for reimbursable expenses shall not exceed the amount indicated on Inspector’s proposal which is Inspector’s estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

[Signatures on following page]

DISTRICT:

Oakland Unified School District

Jennifer Brouhard, President,
Board of Education

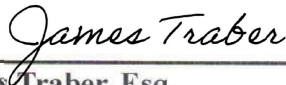
Denise Gail Saddler, Interim Superintendent
& Secretary of the Board of Education



Preston Thomas (May 15, 2026 09:47:44 PDT)

Preston Thomas, Chief Systems & Services
Officer

Approval as to form:



James Traber, Esq.
Facilities Counsel

CONTRACTOR:

ISI Inspection Services, Inc.


By: 
Name: CAN S. CELIK, P.E.
Title: Senior Engineer
Date: May 14, 2026

Exhibit A

Proposal



Bret Harte M.S. Pavement Replacement
 3700 Coolidge Ave.
 Oakland, CA 94602

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

I. FIELD AND LABORATORY SERVICES		Quantity	Rate	Amount	
A. Geotechnical Services					
1. 1108	Registered Geotechnical Engineer (incl. proof-rolling)	2 visit(s)	8 hrs	\$225.00 /hr	\$1,800.00
2. 2701	Subgrade Compaction Testing (portal-to-portal)	2 day(s)	16 hrs	\$130.00 /hr	\$2,080.00
3. 2701	Aggregate Base Compaction Testing (portal-to-portal)	2 day(s)	16 hrs	\$130.00 /hr	\$2,080.00
4. 3461	Maximum Density Curves/4" (ASTM D1557)		2 ea	\$330.00 /ea	\$660.00
5. 3462	Maximum Density Curves/6" (ASTM D1557)		2 ea	\$390.00 /ea	\$780.00
6. 3463	Oversize Correction		1 ea	\$86.00 /ea	\$86.00
B. Asphalt Concrete					
1. 2801	AC Compaction Testing (w/ Nuclear Gauge, portal-to-portal)	2 day(s)	16 hrs	\$130.00 /hr	\$2,080.00
2. 2306	AC Coring	1 day(s)	8 hrs	\$235.00 /hr	\$1,880.00
3. 3614	AC Core Bulk Density		6 ea	\$93.00 /ea	\$558.00
T&I Budget Estimate:				\$12,004.00	
10 % Administrative Fee:				\$1,200.40	
Total Budget Estimate:				\$13,204.40	



**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:

- Cost Proposal request email dated 4-22-26.

Once a detailed schedule is available, we can review our proposal to incorporate any necessary changes. If contractor's work is performed more quickly than scheduled, Client will receive a cost savings for testing & inspections. If, however, contractor's schedule is extended or delayed, Client may receive a resulting increase in the costs for testing & inspections.

Reinspections:

Reinspections and weather-related setbacks are not included in our estimated hours. These conditions may result in additional costs. Client hereby acknowledges that even with diligent special inspections and/or testing by ISI, construction defects, deficiencies, and/or omissions in the contractor's work may arise. Client understands and hereby agrees that the contractor is solely responsible for its means and methods, the quality and completeness of the construction work and for adhering to the applicable construction plans and specifications.

Time and Materials Charges:

This bid proposal is an estimate to perform services. Prices quoted are valid through June 30, 2027. 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 bi-weekly or monthly basis in accordance with this proposal. All invoices include a summary of work performed to date, budget balance remaining, and a 10% administrative fee.

ISI will only provide special inspection and material testing services if client acknowledges that this fee proposal is merely an estimate of future code-required services. If client or client's representative (including contractor) keeps requesting ISI's services even beyond our approved budget, client accepts financial responsibility to pay for any and all services provided by ISI. In addition, Client recognizes that on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. ISI will typically have no notice of this until the day the overtime occurs. Client agrees to compensate ISI for such overtime.

Client Acknowledgement (initials)



**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	\$ 126.00/hr
	Basic Rate w/ Testing Equipment	\$ 130.00/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	\$ 99.00/hr
1305	Auto Mileage, if required	\$ 0.725/mi
1306	Per Diem (Or cost if greater than \$125.00/day)	\$ 185.00/day
1308	Miscellaneous Expenses (Parking/Tolls/Airfare)	At Cost
1314	Outside Services	Cost + 10%
1318	Skidmore Rental	\$ 1235.00/day

- * Technical personnel (including laboratory staff) are members of the Operating Engineers (AFL-CIO) Local No. 3 and the above charges are a part of our contractual commitment. An annual COLA increase of 6% will be applied to the entire invoice amount starting on July 1st of each year to cover increases in labor, materials, and operational costs. 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 and mileage.
- * It shall be Client's sole responsibility to notify ISI of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if ISI is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. Additionally, in the event notification is not given to ISI, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ISI for any failure to comply with the prevailing wage laws.
- * 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.

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Bret Harte MS Asphalt Replacement	Site	206
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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 #	70074				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	01-29-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		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)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 13,204.40
Other Expenses		Requisition Number	

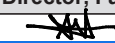
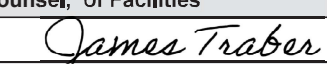

Budget Information

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
9914/9088	Fund 140	140-9914-0-9088-8500-6290-206-9180-9000-9999-99999	6290	\$13,204.40

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, Facilities				
	Signature 	Date Approved	05/15/2026		
	<small>Sele Nadel-Hayes (May 15, 2026 09:25:43 PDT)</small>				
2.	General Counsel, of Facilities				
	Signature 	Date Approved	5/14/2026		
3.	Chief Systems & Services Officer				
	Signature 	Date Approved	05/15/2026		
	<small>Preston Thomas (May 15, 2026 09:47:44 PDT)</small>				
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	25-3089
Introduction Date	01-28-2026
Enactment Number	26-0120
Enactment Date	1/28/2026 os



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Sele Nadel-Hayes, Executive Director of Construction

Board Meeting Date January 28, 2026

Subject Master Agreement for Materials Testing and Special Inspection Services Agreement - ISI Inspection Services, Inc.- DSA Certified Project Inspectors at Various School Sites Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of a **Master Agreement for Materials Testing and Special Inspection Services Agreement** by and between the **District** and **ISI Inspection Services, Inc.**, Berkeley, CA, for the latter to provide material testing and special inspection services at various school sites in the not-to-exceed amount of \$0. The agreement shall commence on January 28, 2026, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Discussion 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.)

LBP (Local Business Participation Percentage) 100%

Recommendation Approval by the Board of Education of a Master Agreement for Materials Testing and Special Inspection Services Agreement by and between the District and ISI Inspection Services, Inc., Berkeley, CA, for the latter to provide material testing and special inspection services at various school sites in the not-to-exceed amount of \$0. The agreement shall commence on January 29, 2026, and shall end upon the completion of all assigned projects pursuant to the Agreement.

Fiscal Impact All Capital Funds:

- 01 General Fund
- 14 Deferred Maintenance
- 21 Building Fund
- 25 Capital Facilities
- 35 County Schools Facilities
- 40 Special Reserve for Capital Outlay Projects

Attachments

- Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



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

Legislative File ID No. 25-3089

Department: Facilities Planning and Management

Vendor Name: ISI Inspection Services, Inc.

Project No.: 25114

Project Name DSA Certified Project Inspectors at Various School Sites Project

Contract Term: Intended Start: 01-29-2026

Intended End: 06-30-2028

Total Cost Over Contract Term: \$0.00

Approved by: Preston Thomas

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. submitted a Statement of Qualifications in response to the District's Request for Proposals and was selected to enter into a Master Agreement.

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

Provide material testing and special inspection services at various school sites

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. proposed hourly billing rates for staff positions, as submitted in response to the RFP, were found to be in line with industry standards. Based on the District's best value criteria, considering both qualifications and fees, the rates were deemed reasonable.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- 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 \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- 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 \$114,800 (as of 1/1/25)
- 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 Special Inspection Services.

**MASTER AGREEMENT
FOR
MATERIALS TESTING AND SPECIAL INSPECTION SERVICES AGREEMENT**

This MATERIALS TESTING AND SPECIAL INSPECTION SERVICES AGREEMENT (“**Agreement**”) is dated **January 29, 2026** (“**Effective Date**”), for reference purposes only, and is made by and between the Oakland Unified School District (“**District**”) and **ISI Inspection Services, Inc.** (“**Contractor**”), (and together with the District, the “**Parties**”, and each a “**Party**”).

RECITALS

WHEREAS, District proposes to undertake the construction of one or more improvement projects and requires the services of a duly qualified and licensed materials testing contractor;

WHEREAS, the District requires certain Services (as defined below) and has determined that engaging an independent contractor is the most efficient and effective means of obtaining such Services;

WHEREAS, the Contractor represents and warrants that it is licensed to provide materials testing services in the State of California, and possess the necessary qualifications, expertise, experience, and resources to perform the Services required by the District in a professional and competent manner;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with industry standards, to the District’s satisfaction, and in full compliance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and District agree as follows:

1. Services and Description of Project.

1.1. Contractor shall perform, provide, and furnish the “Services” described in any executed “Project Assignment” amendment attached hereto and incorporated herein as **Exhibit A** (“**Services**”) to the District (a) in accordance with the terms and subject to the conditions set out in the Project Assignment and this Agreement; (b) using personnel of required skills, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Contractor’s field; and (e) to the reasonable satisfaction of the District. Notwithstanding anything to the contrary, nothing in this Agreement shall be construed to prevent the District from itself performing services or from acquiring services from other providers that are similar to or identical to the Services.

1.2. The Services are to be provided for any project described in an executed Project Assignment Amendment (“**Project**”).

In addition, as a part of its Services, Contractor shall assist the District in question between the general contractor, its subcontractors and the District relating to Contractor’s work, including but not limited to claims made against the District as a result of Contractor'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. As part of its Services, during the construction phase of the Project, Contractor shall visit the Project site when requested by District to observe conditions encountered by the general contractor or its subcontractors and to assess the progress and quality of contractor’s work. Contractor shall participate in job site meetings as requested by District.

Contractor shall confer and cooperate with District’s other contractors and consultants. 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 District’s architect of the Project (“**Architect**”) before the commencement of the Project construction; (b) reporting all project related activities to the District’s inspector of record (“**IOR**”); (c) submitting applicable verified reports (DSA forms 291, 292, and 293) to DSA, IOR, Architect and District; and (d) coordinating with the District, Architect, any District’s construction manager, IOR, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

If Contractor determines the general contractor or its subcontractors are not meeting the requirements of Contractor’s recommendations or the plans and specifications, Contractor shall immediately bring that information to District’s attention.

Consultant shall retain all samples for no less than three (3) years after the completion of the Project or a later time as requested by the District.

1.4. In the event Contractor 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 site, or the substantial risk thereof, Contractor shall immediately notify the District in writing identifying the details of the presence of such hazardous materials.

1.5. Contractor shall timely and properly complete all reports requested by the District or as required by law. In addition, Contractor shall provide the District a copy of all reports generated by the Contractor during the performance of the Services and other records concerning the Project created or maintained by Contractor.

2. Term. The term (“**Term**”) of this Agreement and the Parties’ obligations hereunder shall commence on the date that is the later of (1) the Effective Date, and (2) the date that the governing board of the District approves this Agreement (“**Commencement Date**”) and shall continue thereafter for the duration of any Project described in an executed Project Assignment, unless this Agreement is earlier terminated pursuant to the terms and conditions under this Agreement.

Notwithstanding anything to the contrary, the Term of this Agreement shall in no event exceed five (5) years after the Commencement Date.

3. Submittal of Documents. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following documents:

- _____ Signed Agreement
- _____ Insurance Endorsements
- _____ Workers' Compensation Certificate
- _____ Debarment Certification
- _____ W-9 Form
- _____ Fingerprinting/Criminal Background Certificate

4. Compensation. In consideration of the Services to be performed under this Agreement, District shall pay Contractor for Services satisfactorily rendered pursuant to this Agreement in the amounts stated in any executed Project Assignment. Unless otherwise indicated in a Project Assignment, the Fees shall be payable in monthly installments. Contractor shall provide monthly invoice of the Fees to District for Services rendered accompanied by documentation reasonably requested by District evidencing all charges, and District shall pay the undisputed amounts of such invoices within sixty (60) days of receipt of the invoice. Contractor shall not submit its invoices to District more frequently than monthly. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

The Fees shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by Contractor and/or District under this Agreement, and in no event shall District be required to pay any additional amount to Contractor in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Contractor's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Expenses. Expenses will not be charged for Contractor's performance of these Services, with the exception of any listed in any executed Project Assignment.

6. Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "**Equipment**") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor employees, agents, representatives or contractors (collectively, "**Contractor Parties**"), even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall at all times be and act as an independent contractor and not as an employee, agent, partner, or joint venturer of the District. Contractor understands and agrees that neither it nor any of its employees, subcontractors, or agents shall be entitled to any rights, benefits, or privileges of employment with the District, including but not limited to, health benefits, retirement benefits, paid leave, State Unemployment Compensation, or Worker's Compensation benefits. Contractor expressly warrants that it meets the requirements of an independent contractor under California law, including but not limited to the requirements as set forth in California Labor Code § 2775 et seq. Contractor: (a) is free from the control and direction of the District in connection with the performance of the work, both under this Agreement and in fact; (b) performs work that is outside the usual course of the District's business; and (c) is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed under this Agreement. Contractor shall have the sole authority to control and direct the performance of the work and the manner in which services are provided under this Agreement. Contractor shall be responsible for all aspects of its business operations, including but not limited to, determining work schedules, providing equipment and materials, and engaging its own employees or subcontractors as needed. Contractor shall assume full responsibility for and shall pay all applicable federal, state, and local taxes, including but not limited to, self-employment taxes, payroll taxes, unemployment insurance, social security, and income taxes, with respect to itself and its employees. Contractor further agrees to defend, indemnify, and hold harmless the District from any claims, liabilities, or penalties arising from Contractor's failure to comply with applicable tax and employment laws, including any claims asserting that Contractor or its employees are employees of the District.

8. **Performance of Services / Standard of Care.**

8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.

8.1.1. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.1.2. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

8.1.3. Contractor shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.

8.2. Contractor and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3. The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. Contractor shall maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Contractor in providing the Services, in such form as District shall approve or request. During the Term and for a period of three (3) years thereafter, upon District's written request, Contractor shall allow District or District's representative to inspect and make copies of such records in connection with the provision of the Services.

9. Originality of Services. Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services.

10. Intellectual Property.

10.1. Contractor acknowledges and agrees that any and all work product, including any deliverables, it conceives, creates, develops, or reduces to practice, in whole or part, during the term of the Agreement, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, source code, software applications, formula, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and are and/or shall become and remain the sole and exclusive property of the District and the District shall be the sole owner of all patents, copyrights, and other rights in connection therewith throughout the world. To the extent any such works are not deemed works for hire, Contractor hereby assigns to the District, Contractor's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Contractor while working for or on behalf of the District, which relates to, is suggested by, or results from matters set forth in any active Project Assignment and depends on either:

10.1.1. Contractor's knowledge of Confidential Information (as defined in Section 6) it obtains from the District.

10.1.2. The use of the District's equipment, supplies, facilities, information, or materials.

10.2. Contractor shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the District. Contractor shall, upon request of the

District, promptly execute a specific assignment of title to the District and do anything else reasonably necessary to enable the District to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries.

10.3. All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Contractor in the course of performing services for the District, together with any associated copyrights, are works made for hire and the exclusive property of the District. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Contractor to the District of the ownership of and all rights of copyright in, such items, and the District shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Contractor shall give the District or its designees all assistance reasonably required to perfect such rights.

10.4. If for any reason, including incapacity, the District cannot secure Contractor's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section, or to enforce such rights within seven (7) business days of such request, Contractor hereby designates the District as Contractor's attorney-in-fact and agent, solely and exclusively to act for and on Contractor's behalf to execute and file such documents with the same legal force and effect as if executed by Contractor and for no other purpose.

11. Default. The occurrence of any of the following constitutes a Default by Contractor under this Agreement:

11.1. Contractor violates this Agreement and fails to remedy or cure such violation within ten (10) days after District's written notice thereof;

11.2. Contractor exposes the District to liability to others for personal injury or property damage;

11.3. Contractor becomes insolvent or admits its inability to pay its debts generally as they become due;

11.4. Contractor becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) days after filing;

11.5. Contractor is dissolved or liquidated or takes any corporate action for such purposes;

11.6. Contractor makes a general assignment for the benefit of creditors;

11.7. Contractor has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

11.8. Contractor becomes incapable to perform any of the Services.

12. **Remedy.**

12.1. If the Contractor violates any provision of this Agreement, District shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against the Contractor prohibiting further actions inconsistent with the Contractor's obligations under this Agreement.

12.2. In the event Contractor fails to satisfactorily perform any of the Services on a timely basis, District shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or the Project Assignment, to take one or more of the following steps:

12.3. All rights and remedies provided to District in this Agreement are cumulative and not exclusive, and the exercise by District of any right or remedy does not preclude the exercise of any other rights or remedies that may now or then be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Contractor's sole and exclusive remedy for this Agreement shall be its right to damages equal to its earned but unpaid Fees.

13. **Termination.**

13.1. Termination For Convenience. District, in its sole discretion, may terminate this Agreement, in whole or as to any Project Assignment, at any time, with or without reason, and without liability except only for required payment for Services satisfactorily rendered to the date of termination, by providing thirty (30) days prior written notice to Contractor. Contractor shall cease further performance of any Services upon the delivery of such notice from the District. Notice shall be deemed given when received by the Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

13.2. Termination For Cause By District. In the event of any Default, in addition to any other remedy available to District, District, in its sole discretion, may terminate this Agreement, in whole or as to any Project Assignment, effective upon written notice to the Contractor. Such a termination shall not waive any other legal remedies available to District. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13.3. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

14. Indemnification. To the furthest extent permitted by California law, Contractor shall indemnify, and hold harmless the District, its governing board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (“**Indemnified Parties**”) from any and all claims, arising out of, pertaining to or relating to the acts or omissions of Contractor. Contractor shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Contractor’s own expense, including attorneys’ fees and costs, from any and all claims arising out of, pertaining to, or relating to the acts or omissions of Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. Insurance.

15.1 Insurance Requirement

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor’s fulfillment of any of its obligations under this Agreement or either party’s use of the Work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$ 1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 med expenses
- \$ 1,000,000 personal & adv. injury
- \$ 2,000,000 general aggregate
- \$ 2,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers’ Compensation and Employers Liability Insurance covering Contractor’s full liability under the California Workers’ Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers’ Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Errors & Omissions (Professional Liability) coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation coverage
\$1,000,000 per occurrence/ \$1,000,000 aggregate

15.2. Proof of Carriage of Insurance.

Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Contractor shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

16. Assignment. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of District, which consent may be granted or withheld in District's sole discretion. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations hereunder. District may at any time assign or transfer any or all of its rights or obligations under this Agreement without Contractor's consent.

17. Compliance with Laws. Contractor shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Contractor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall immediately notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

18. Certificates/Permits/Licenses/Registration. Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

19. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and

regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

20. Employment with Public Agency. In addition to Section 7, Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

22. Fingerprinting of Employees. The Contractor shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

22.1. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the “CADOJ”).

22.2. Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

22.3. Certify in writing, using the District’s fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor’s employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

22.4. Provide a list of the names of Contractor’s employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

22.5. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District’s sole and absolute discretion.

23. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and

systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

24. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:

25.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

25.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

26. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

27. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

28. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

29. Notice. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address set out below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

Notice to District:

Oakland Unified School District
955 High Street
Oakland, CA 94601

Notice to Contractor:

ISI Inspection Services, Inc.
1798 University Ave.
Berkeley, CA 94608

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

30. Integration/Entire Agreement of Parties. This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous discussions, negotiations, representations, and agreements, whether oral or written, relating to the subject matter herein. No amendment or modification of this Agreement shall be valid unless in writing and executed by both Parties. In the event of any conflict or inconsistency between the terms of this Agreement and any exhibit, attachment, or proposal incorporated herein or referenced, the terms of the main body of this Agreement shall govern and control.

31. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

32. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Time is of the Essence.** Time is of the essence in the performance of this Agreement. Contractor acknowledges that timely completion of the Services is critical to the District and that any delay in performance may cause substantial harm to the District. Contractor shall diligently perform its obligations and ensure that all deadlines specified in this Agreement, or otherwise agreed upon in writing, are met. Failure to perform the Services within the required timeframe may constitute a material breach of this Agreement, subjecting Contractor to any remedies available under this Agreement or at law, including but not limited to termination for cause and damages resulting from the delay.
35. **Incorporation of Recitals and Exhibits.** The Recitals and exhibits attached hereto are hereby incorporated herein by reference.
36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
37. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
38. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
39. **Captions and Interpretations.** Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
40. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
41. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
42. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

43. Conflict of Interest. Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

44. Notice to Proceed; Progress; Completion. Upon execution of this Agreement by the Parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.


45. Sanctions in Response to Russian Aggression. The Contractor acknowledges and agrees that if any state funds are used in connection with this Agreement, the Contractor must comply with all economic sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including, but not limited to, those outlined in Executive Order N-6-22. The Contractor shall ensure that no funds received under this Agreement are used in violation of such sanctions. If this Agreement is valued at \$5 million or more, the Contractor must generate a report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine. Such report shall be retained by contractor and made available to the District or any other appropriate State department upon request. Failure to comply with these sanctions may result in the termination of this Contract at the sole discretion of the District and may subject the Contractor to additional penalties as provided by law.

been satisfied and District determines whether any contact is permissible.

[Signatures on Following Page]

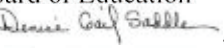
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

OAKLAND UNIFIED SCHOOL DISTRICT




Jennifer Brouhard, President,
Board of Education

1/29/2026
Date



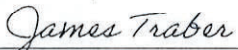
Denise Gail Saddler, Ed.D.,
Interim Superintendent
& Secretary of the Board of Education

1/29/2026
Date



Preston Thomas, Chief Systems & Services
Officer

12/22/2025
Date



James Traber, Esq.
Counsel, OUSD

12/19/25
Date

ISI INSPECTION SERVICES, INC.



Signature

12/22/25
Date

CAN S. CELIK, Sr. Engineer
Print Name, Title

EXHIBIT A
FORM OF AMENDMENT FOR PROJECT ASSIGNMENT

Pursuant to the Master Agreement for Material Testing and Special Inspection Services (“Master Agreement”) between the Oakland Unified School District (“District”) and ISI Inspection Services, Inc. (“Inspector”) effective _____, 20__ (“Agreement”), the District and Inspector agree to amend the Master Agreement to add services for the _____ project (the “Project”).

1. Services. The terms of the Master Agreement are incorporated into, and govern, this amendment and apply to the Project except as may be provided otherwise by this amendment. Contractor shall perform the services described in its proposal (the “Services”). The Services shall include all labor, materials, supervision, equipment, and incidentals necessary to fully and properly perform the Services, and shall be completed (a) in accordance with the terms of this Agreement; (b) with the degree of skill, care, and diligence normally exercised by professionals in the same field; and (c) to the reasonable satisfaction of the District. The District retains the right to self-perform or to contract with others for services similar or identical to those provided under this Agreement.

2. Compensation and Fee Schedule

For Services satisfactorily performed, and based on invoices properly documented and submitted, Contractor shall be compensated in an amount not to exceed _____ **Dollars and** ___/100 (**\$** _____), which represents Contractor’s estimate of the maximum total cost of Services for the Project, based on its fee stated in its proposal. If contractor’s proposal includes hourly rates it shall bill at such rates against the total not to exceed amount. The foregoing not to exceed amount shall, if noted in the proposal, include contingency compensation in the event that more time and costs may be necessary to complete the services. Such contingency shall only be used at the District’s consent if Contractor demonstrates additional costs due to additional work directed by the District beyond the scope of Services or a significant delay in the Project’s completion date requiring extended services. Any unused contingency amount shall be retained by the District.

Reimbursables. Contractor’s total reimbursement for reimbursable expenses shall not exceed the amount indicated on Inspector’s proposal which is Inspector’s estimate of the maximum total cost of Reimbursable Expenses on Project. If no such amount is indicated, no reimbursement shall be due.

[Signatures on following page]

OAKLAND UNIFIED SCHOOL DISTRICT

ISI INSPECTION SERVICES, INC.

Jennifer Brouhard, President,
Board of Education

Date

Signature

Date

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

Date

Print Name, Title

Preston Thomas, Chief Systems & Services
Officer

Date

James Traber, Esq.
Counsel, OUSD

Date

[attach Contractor's proposal to Amendment]

REQUEST FOR PROPOSALS

EXHIBIT C

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Project Inspector of Record Services Agreement ("Agreement"):

- Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, shall not apply to Contractor's services under this Agreement.

- Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may have unsupervised interaction with District pupils during the course and scope of the Agreement is attached hereto."*

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

- Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2, shall not apply to Contractor's services under this Agreement.

- Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Megan's Law (Sex Offenders). Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: ISI Inspection Services, Inc.

Name: Can S. Celik, PE, GE

Title: Project Manager

Date: 12/4/2025

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified, and I am authorized to execute this certificate on behalf of the District.

DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS

EXHIBIT D

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

- Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:
- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: 12/4/2025

Name of Contractor: ISI Inspection Services, Inc.

Signature: 

Print Name and Title: Can S. Celik, PE, GE, Project Manager

(In accordance with Article 5 – commencing at section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any service under this Agreement.)

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)

12/22/2025

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 E-MAIL ADDRESS: egoldman@butwin.com		FAX (A/C, No): 516-466-4213
	INSURER(S) AFFORDING COVERAGE		
INSURED ISI Inspection Services, Inc. Inspection Services Inc. 1798 University Avenue Berkeley CA 94703	INSPSER-01	INSURER A : Old Republic Insurance Co.	NAIC # 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: 1973773206

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-9R942193-24-NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	MWC311547	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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	10/1/2025	10/1/2026	Building Personal Property BI & EE 5,248,800 2,601,189 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 as additional insured. There is a 30 day cancellation clause, 10 days for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District
 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.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	DSA Certified Project Inspectors at Various School Sites	Site	318
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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
Telephone	510-900-2100	Zip	94703	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 #	25114				

Term of Original/Amended Contract

Date Work Will Begin (i.e., the effective date of contract)	01-29-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2028
		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)	\$0.00
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
9657/900	All Capital Funds 01 General Fund 14 Deferred Maintenance 21 Building Fund 25 Capital Facilities 35 County Schools Facilities 40 Special Reserve for Capital Outlay Projects	210- 9657- 0- 9000- 8500- 6235- 918- 9180- 9906- 9999- 99999	6235	\$0.00

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 <i>Sele Nadel-Hayes</i>	Date Approved			
2.	Counsel, Department of Facilities Planning and Management				
	Signature <i>James Traber</i>	Date Approved	12/19/25		
3.	Chief Systems & Services Officer				
	Signature <i>Preston Thomas</i>	Date Approved	12/22/2025		

Preston Thomas (Dec 22, 2025 18:27:53 PST)

	Chief Financial Officer		
4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	