

Board Office Use: Legislative File Info.	
File ID Number	25-0751
Introduction Date	04-23-2025
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director

Board Meeting Date April 23, 2025

Subject Agreement for Materials Testing and Special Inspection Services – Apex Testing Laboratories – Roosevelt Middle School Modernization Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education to the Agreement for Materials Testing and Special Inspection Services by and between the **District** and **Apex Testing Laboratories, San Francisco, CA**, for the latter to provide material testing and special inspections construction services for the **Roosevelt Middle School Modernization Project** in a not-to-exceed amount of **\$257,551.13** with work scheduled to commence on **April 24, 2025**, and schedule to last until **December 31, 2029**.

Discussion Vendor was selected 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) Waived

Recommendation Approval by the Board of Education to the Agreement for Materials Testing and Special Inspection Services by and between the District and Apex Testing Laboratories, San Francisco, CA, for the latter to provide material testing and special inspections construction services for the Roosevelt Middle School Modernization Project in a not-to-exceed amount of \$257,551.13 with work scheduled to commence on April 24, 2025, and schedule to last until December 31, 2029.

Fiscal Impact Building Fund 21 – Measure Y

Attachments

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



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 25-0751

Department: Division of Facilities Planning and Management

Vendor Name: Apex Testing Laboratories

Project Name: Roosevelt Middle School Modernization Project

Project No.: 19101

Contract Term: Intended Start: 04-24-2025

Intended End: 12-31-2029

Total Cost Over Contract Term: \$257,551.13

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?

Vendor was selected based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process.

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

Material testing and special inspections construction services for the Roosevelt Middle School Modernization Project.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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.)

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 will provide material testing and special inspection construction services for the Roosevelt Middle School Modernization Project. Vender 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.).

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 24, 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 **Apex Testing Laboratories** (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: **Roosevelt Middle School Modernization Project #19101 at 1926 E 19th Street, Oakland CA 94606.**
- 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, 2029**, but may not be completed until later if delays in design or construction arise. Consultant’s “Basic Services” consist of materials testing and special inspection services more specifically described in the attached **Exhibit B**. Consultant shall perform all Basic Services required by this Agreement, even if no more compensation is possible due total compensation having reached the not-to-exceed

{SR801418}

Material Testing & Special Inspections Services Agreement – Apex Testing Laboratories, Inc. - Roosevelt Middle School Modernization Project #19101 - \$257,551.13

amount. If delays in completion of the Project occur that are not caused by wrongful conduct by Consultant, including but not limited to Consultant's breaches of contract or deficient performance of Basic or Additional Services, then Consultant shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

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

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

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

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

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

- a. Authorize deviations from the construction contract documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;
- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;

- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project; or
- h. Interfere in contractor/subcontractor relationships.

If Consultant determines contractor is not meeting the requirements of Consultant's 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 Agreement unless the District requests a longer period.

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:

\$2,000,000 Each Occurrence

\$4,000,000 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: Apex Testing Laboratories
Attn: Abdel Khelifa, CEO 1790
Yosemite Avenue
San Francisco, CA 94124

District: Oakland Unified School District
Attn: Preston Thomas
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 add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

28. Sanctions in Response to Russian Aggression. The District 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

Jennifer Brouhard, President
Board of Education

Date

Kyla Johnson-Trammell, Superintendent
& Secretary Board of Education

Date

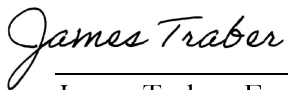

Preston Thomas (Mar 27, 2025 15:44 PDT)

Mar 27, 2025

Preston Thomas, Chief Systems & Services
Officer

Date

Approved as to form:



James Traber, Esq.
Facilities Counsel

03/27/2025

Date

APEX TESTING LABORATORIES



3/26/2025

Signature
Abdelkader Khelifa, President

Date

Print Name, Title

EXHIBIT A

Payments

For Basic Services, Consultant's total compensation shall not exceed **TWO HUNDRED THIRTY-FOUR THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND 39/100 (\$234,137.39)**, which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its **November 7, 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 **TWENTY-THREE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND 74/100 (\$23,413.74)**.

The total price under this Agreement for Basic and Additional Services shall not exceed **TWO HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-ONE DOLLARS AND 13/100 (\$257,551.13)**. Consultant will not be compensated for any Basic or Additional Services required as a result of its wrongful acts or omissions.



2.4 Professional Fees



APEX TESTING LABORATORIES, INC.

■ SPECIAL INSPECTION ■ MATERIALS TESTING ■ GEOTECHNICAL ■ ENVIRONMENTAL

MATERIALS TESTING & INSPECTION SERVICES RFP Roosevelt Middle School Modernization Project

Item No.	Item Code	Item description	No. of Days	Est'd Qty	Unit of Measure	Unit Price	Item Total
1	S1. GENERAL						
	S2. SOIL COMPACTION AND FILL						
		Field Compaction Test	15	120	Hour	\$109.00	\$13,080.00
		Nuclear Gauge Equipment Fee*		120	Hour	\$10.00	\$1,200.00
		Site Soil Sampling		8	Hour	\$109.00	\$872.00
		California Impact			Each	\$345.00	\$0.00
		Moisture-Density Curves (ASTM D-1557)		3	Each	\$355.00	\$1,065.00
		Soil Quality Tests (Plasticity Index)		4	Each	\$270.00	\$1,080.00
		Soil Quality Tests (Gradation)		4	Each	\$345.00	\$1,380.00
		Soil Quality Tests (Sand Equivalent)		4	Each	\$185.00	\$740.00
		GEOTECHNICAL ENGINEER	5	20	Hour	\$250.00	\$5,000.00
SUBTOTAL							\$24,417.00
2	S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS)						
		Concrete Mix Design Review		2	Each	\$150.00	\$300.00
		GE Inspection: Drilling, locations, Bearing	8	32	Hour	\$250.00	\$8,000.00
SUBTOTAL							\$8,300.00
3	C1. CAST-IN-PLACE CONCRETE						
		Concrete Mix Design Review		3	Each	\$150.00	\$450.00
		Batch Plant Inspection	15	60	Hour	\$109.00	\$6,540.00
		Reinf. Steel Inspection	15	60	Hour	\$109.00	\$6,540.00
		Concrete Placement Inspection	15	120	Hour	\$109.00	\$13,080.00
		Concrete Sample Pick Up		30	Hour	\$109.00	\$3,270.00
		Concrete Cylinders Compression Test		75	Each	\$39.00	\$2,925.00
SUBTOTAL							\$32,805.00
4	REINFORCING STEEL						
		Identify, Sample and Tag at Supplier's Shop	5	40	Hour	\$109.00	\$4,360.00
		Tensile Tests (Sizes 3-8)		18	Each	\$150.00	\$2,700.00
		Tensile Tests (Sizes 9-11)		9	Each	\$190.00	\$1,710.00
		Tensile Tests (Size #14)			Each	\$280.00	\$0.00
		Tensile Tests (Size #18)			Each	\$320.00	\$0.00
		Bend Tests (Sizes 3-8)		18	Each	\$150.00	\$2,700.00
		Bend Tests (Sizes 9-11)		9	Each	\$190.00	\$1,710.00
		Bend Tests (Size #14)			Each	\$280.00	\$0.00
		Bend Tests (Size #18)			Each	\$320.00	\$0.00
SUBTOTAL							\$13,180.00
5	C5. POST-INSTALLED ANCHORS						
	S/A9. ANCHOR BOLTS AND ANCHOR RODS						
		Anchor/ Dowel Installation	15	60	Hour	\$109.00	\$6,540.00
		Anchor/ Dowel Proof Load Testing with Equipment	15	60	Hour	\$109.00	\$6,540.00
		Test Anchor Bolts & Anchor Rods		9	Each	\$550.00	\$4,950.00
		Intumescent Paint Thickness Checks			Hour	\$115.00	\$0.00
		Sample Pick-Up			Hour	\$109.00	\$0.00
SUBTOTAL							\$18,030.00



APEX TESTING LABORATORIES, INC.

■ SPECIAL INSPECTION ■ MATERIALS TESTING ■ GEOTECHNICAL ■ ENVIRONMENTAL

MATERIALS TESTING & INSPECTION SERVICES RFP Roosevelt Middle School Modernization Project

Item No.	Item Code	Item description	No. of Days	Est'd Qty	Unit of Measure	Unit Price	Item Total
6	S/A1, S/A2, S/A3, S/A4, S/A5 STRUCTURAL STEEL WELDING						
		Shop Welding Inspection -Days (VT-NDT)	50	400	Hour	\$112.00	\$44,800.00
		Shop Welding Inspection -Nights (VT-NDT)			Hour	\$126.00	\$0.00
		Field Welding/Erection Inspection (VT/NDT)	35	280	Hour	\$112.00	\$31,360.00
		High Strength Bolting (A325/A490)	15	60	Hour	\$112.00	\$6,720.00
		Review Welding Documents		2	Hour	\$164.32	\$328.64
		Material I.D. to CMTRs at Fabrication Shop	15	60	Hour	\$112.00	\$6,720.00
		Sample/ Prep/ Test H.S. Bolts w/ Nuts & washers		12	Set	\$550.00	\$6,600.00
		Sample/ Prep/ Test H.S. Anchor Bolts		12	Each	\$175.00	\$2,100.00
		Machine/ Test Unidentifiable Steel Shapes/ Plates		12	Each	\$175.00	\$2,100.00
		Sample/ Test Base Plate Grout		18	Each	\$39.00	\$702.00
SUBTOTAL							\$102,774.64
7	S/A8. SPRAYED FIRE-RESISTANT MATERIALS						
		Sprayed Fire-Resistant Inspection & Sampling	9	36	Hour	\$109.00	\$3,924.00
		Density of sprayed-on fireproofing		27	Each	\$135.00	\$3,645.00
		Moisture Content of Sprayed-on Fireproofing			Each	\$65.00	\$0.00
SUBTOTAL							\$9,189.00
8	PROJECT MANAGEMENT						
		Project Manager		67	Hour	\$160.00	\$10,640.00
		Project Engineer		46	Hour	\$140.00	\$6,440.00
		Admin. / Clerical Support		53	Hour	\$80.00	\$4,240.00
		Final Affidavit of Inspection		1	Each	\$500.00	\$500.00
		Travel Time to/ from Distant Location		30	Hour	\$109.00	\$3,270.00
		Vehicle Mileage Charge to/ from Distant Location		525	Miles	\$0.67	\$351.75
SUBTOTAL							\$25,441.75

SUBTOTAL **\$234,137.39**

RFP 2.4.1

10% CONTINGENCY **\$23,413.74**

TOTAL PROPOSAL **\$257,551.13**



APEX TESTING LABORATORIES, INC.

■ SPECIAL INSPECTION ■ MATERIALS TESTING ■ GEOTECHNICAL ■ ENVIRONMENTAL

MATERIALS TESTING & INSPECTION SERVICES RFP Roosevelt Middle School Modernization Project

Minimum Hourly Charges

Show-Up Time.....	2 hours
Inspection Services.....	4 hours
Services over 4 hours.....	8 hours

Premium Charges added to Testing & Inspection Services Basic Rate:

Basis of Charges	
Weekdays.....	Basic Rate
Swing/Night Shift.....	1.125 x Basic Rate
Over 8 hours & Saturdays.....	1.50 x Basic Rate
Sundays/Holiday & Over 8 hours on Saturday.....	2.00 x Basic Rate
Laboratory Testing - Rush Fee.....	Add 50% to Cost of Test

Expenses

Auto Mileage (No charge within 50 miles radius from the office)	Current IRS Rate
Travel Time (No Charge within 50 miles radius from the office)	Basic Rate
Portal to Portal travel time and mileage charges applies to inspections requiring the use of nuclear gauge.	
Expenses (Equipment./Air Fare/ Outside Services).....	Cost +20%
Parking /Tolls.....	Cost
Final Affidavit of Inspection.....	\$500.00/Each
Yearly Escalation Starts July 1st, 2025	6%
Sample Pick Up (Min. of 1 Special Inspector hour).....	Basic Rate
Mileage.....	0.67/Mile
Bid date.....	11/7/2024

EXHIBIT B

Scope of Services



Oakland Unified School District Roosevelt Middle School Modernization

2.1 Letter of Interest

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

November 7th, 2024

Attn: Executive Director of Facilities, Kenya Chatman

RE: Material Testing and Special Inspection Services Roosevelt Middle School Modernization Project
1926 19th Avenue, Oakland, CA 94606 Project #19101

Dear Kenya Chatman and Representatives of Oakland Unified School District

Apex Testing Laboratories is excited to present our proposal to offer Construction Testing and Special Inspections services for the **Material Testing and Special Inspection Services Roosevelt Middle School Modernization Project 1926 19th Avenue, Oakland, CA 94606 Project #19101**. Apex has performed over 20 years of service, evolving into a recognized Small Business Enterprise (SBE), with a robust presence in major Californian cities including San Francisco Bay Area, Sacramento, Orange County, Los Angeles, and San Diego, a testament to our growth and unwavering dedication to quality.

Founded in 2005 by former CALTRANS engineer and Northeastern University Civil Engineering Alumni, Abdel Khelifa, Apex has successfully provided on-time and budget conscious engineering services. With a dedicated workforce of over 30 field and office personnel strategically positioned across California, Apex ensures unparalleled service delivery and responsiveness. Our facilities possess an array of company-owned, cutting-edge testing equipment, reflecting our commitment to excellence. We prioritize continuous improvement, we regularly update our laboratory and field equipment and provide our staff with advanced training to navigate the evolving landscape of industry practices, regulations, and technologies.

Our expertise spans a broad spectrum of services including; QC Plan Preparation, Soil Testing (Lab), Soil Compaction Inspections, Concrete Sampling and Testing, Concrete Placement and Sampling, Specialty Bolts Installation, Special Moment, Reinforcing Steel and Pre-Stressing Tendons, Structural Welding, Structural Masonry, Reinforced Gypsum Concrete, Shotcrete, Insulating Concrete Fill, Sprayed-On Fireproofing, Pilings, Dilled Piers, Caissons, In Situ Probe Test (ASTM F2170), Anhydrous Calcium Chl. Test (ASTM F1869). Our Laboratory is CALTRANS, AASHTO, AMRL, CCRL and DSA certified with LEA No. 209. Our technicians are ICC certified in Reinforcing steel, DSA certified in Shotcrete, Masonry and AWS/CWI certified in structural steel welding.



Oakland Unified School District Roosevelt Middle School Modernization

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

Short notice responsiveness and comprehensive services are essential qualities for successful execution of any construction work. Our extensive history with similar projects equips us with a deep understanding of the necessary procedures and best practices. We look forward to providing you with our services. We are confident and eager to extend our services to you, confident that the expertise and qualifications of our team will build the trust required to assure you of Apex Testing Laboratories' commitment to consistently achieving excellence. This proposal from Apex Testing Labs to the Oakland Unified School District is valid for a 120 day period stating 11/07/24.

Sincerely,

A handwritten signature in blue ink, reading "Abdelkader Khelifa".

Abdelkader Khelifa
President & CEO

Apex Testing Laboratories, Inc.
1790 Yosemite Ave.
San Francisco, CA 94124
Contact Person: Dave Kim
T: (415) 550-9800
E: dave@apextestinglabs.com
W: <https://apextestinglabs.com/>



Oakland Unified School District Roosevelt Middle School Modernization

2.5 Additional Data

Project Approach and Reporting

Project Approach

Abdel Khelifa will serve as the primary point of contact for all critical matters related to this contract. He is available at all times, including after hours and during emergencies, to ensure seamless communication and rapid response.

Apex is committed to accommodating client needs, even on short notice. We have consistently fulfilled dispatch requests within 2-4 hour windows, demonstrating our flexibility and dedication to client service.



Based on our extensive experience, we recommend scheduling preliminary meetings with project staff, contractors, and subcontractors a few weeks before the commencement of fieldwork or laboratory activities. These meetings can be conducted virtually, via telephone, or in person, depending on the project's needs and urgency. For projects that require on-call services, these preparatory discussions may be scheduled closer to the start date, or even on the day of dispatch to the project site.

These sessions, whether held in-person or online, will cover the review of contract requirements, identification of key contacts, and approval of submittals. This process is designed to solidify the project timeline and budget expectations. Our proactive approach aims to address and resolve potential issues before the commencement of work, thereby minimizing the incidence of non-compliance during the construction phase.



Multi-Disciplinary Staff

Our multi-disciplinary staff enables us to implement effective cost control strategies and budgeting methodologies.

For instance, within the inspection scope, we can significantly reduce costs by deploying inspectors who hold certifications in multiple disciplines. A practical example of this is the ability to schedule a Certified Welding Inspector (CWI) who is also qualified to conduct

soil compaction inspections using nuclear gauge techniques. This dual certification allows a single inspector to perform both types of inspections, which typically would require dispatching two separate inspectors to the site. This approach not only cuts down on labor costs but also reduces travel expenses and the environmental impact associated with deploying multiple personnel.



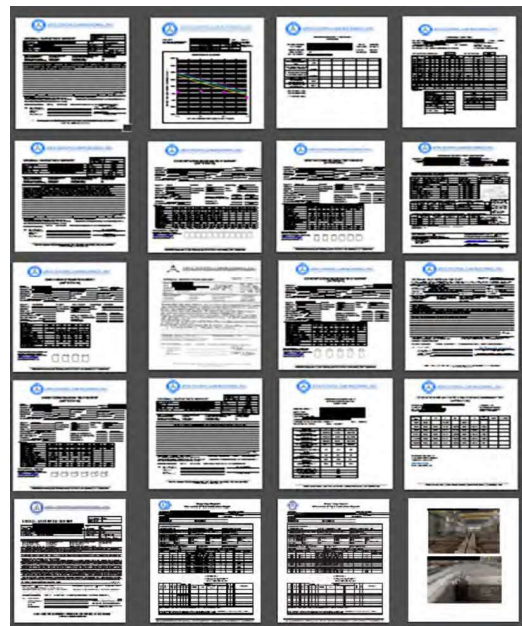
Oakland Unified School District Roosevelt Middle School Modernization

Software and Equipment

Apex Staff arrives on project sites prepared with high speed, reliable communication tools like phones and internet enabled iPads. Each device has the necessary reporting tools, virus protection, cameras Adobe Acrobat, Microsoft Suite, Email Application, and access to our inhouse cloud-computing software. Our inspectors always take photos of inspections and fill out testing and reporting forms in a clear and concise manner. Our Laboratory staff has internet enabled laboratory software that enables immediate sharing of test results and soil impact curves.

Document Control/Tracking and Accounting

Document control and tracking will be coordinated with the dispatcher and Apex's dedicated document control team that is responsible for compiling, organizing and uploading reports. We have administrative staff who are assigned separately for testing reports and special inspection reports. We will appoint administrative personnel and accountants who have extensive experience working with Public Works Departments to take care of progress payments and monthly status reports to identify resource capacity, near completion dates, and budget burndown rates.



Quality Control Program

Apex has a Quality Control Program to provide quality service to all clients as requested. Due to the page limit of this Proposal, our QCP is available upon request.

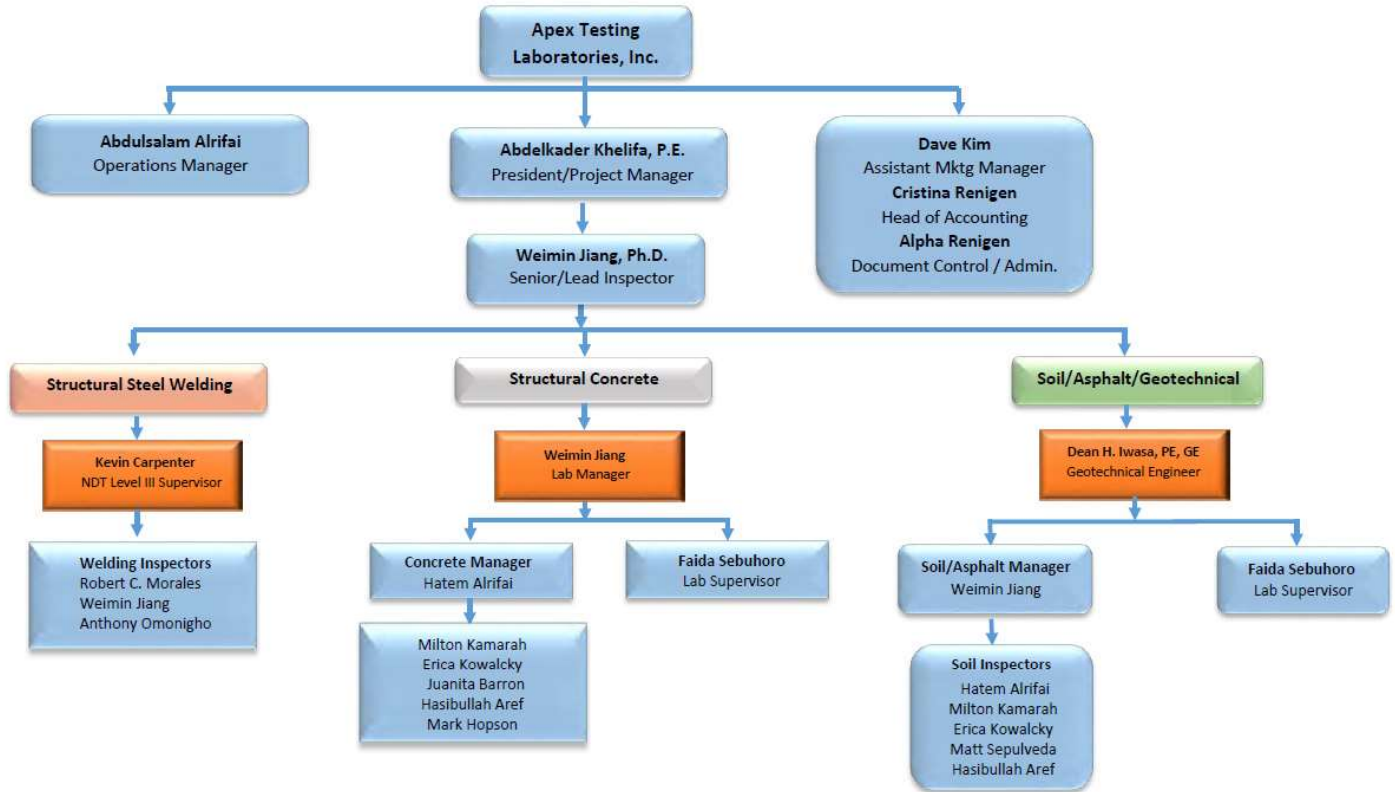
Equal Employment Opportunity

It is the policy of Apex not to discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status. Our official EEO Policy is available on request.



Oakland Unified School District Roosevelt Middle School Modernization

Business Structure



Matrix Of Inspectors' Certifications

Special Inspectors	ACI	RC*	PC*	SM	SW	HSB	NDT	FP	NC	NGC
JIANG, WEIMIN	Exp. 05/10/2024	Exp. 06/18/2025	Exp. 06/18/2025	Exp. 06/18/2025	Exp. 07/01/2026	Exp. 06/18/2025	Exp. 03/06/2025	Exp. 06/18/2025		No Exp. Date
AL RIFAI, HATEM	Exp. 08/06/2026					Exp. 06/11/2025				No Exp. Date
MORALES, ROBERT C.					Exp. 04/01/2025		Exp. 03/06/2025			No Exp. Date
OMINIGHO, ANTHONY	Exp. 03/05/2025	Exp. 07/16/2026	Exp. 07/16/2026	Exp. 07/16/2026	Exp. 07/01/2026	Exp. 07/16/2026		Exp. 10/01/2026		No Exp. Date
AREF, HASIBULLAH	Exp. 11/18/2027	Exp. 05/22/2025	Exp. 05/22/2025	Exp. 05/22/2025						No Exp. Date
KAMARAH, MILTON V.	Exp. 10/01/2026									No Exp. Date
GASRI, ABDELKADER	Exp. 02/24/2028									No Exp. Date
BARRON, JUANITA	Exp. 07/23/2027	Exp. 05/18/2026		Exp. 05/18/2026		Exp. 05/18/2026		Exp. 05/18/2026		No Exp. Date
KOWALCKY, ERICA	Exp. 11/09/2024									No Exp. Date

RC= Reinforced Concrete
PC= Prestressed Concrete
SM= Structural Masonry
SW= Steel Welding
NGC = Nuclear Gauge Certified
NC = Nace Coating

HSB = High-Strength Bolting
NDT= Nondestructive Testing
SWC= Structural Wood Construction
FP= Fireproofing
ACI = American Concrete Institute

IT= In training when lacking experience, qualifications as required for full certification
IRP = In Renewal Process
X= Meets experience and certain certification criteria
* = ACI Field Technician Grade Certification is required for in-training status
** = Associate
*** = Only ICC Certified (Not CWI)

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(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:

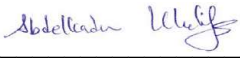
1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) 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 Abdelkader Khelifa, PE *[insert "owner" or officer title]* of Apex Testing Laboratories, Inc.
[insert name of business entity], have read the foregoing and agree that Apex Testing Laboratories, 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: 3/26/2025

Name: Abdelkader Khelifa, PE

Signature: 

Title: President

ATTACHMENT A

Violent and Serious Felonies

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

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

Section 220.

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

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

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

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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


Entity Name: Apex Testing Laboratories, Inc.
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: Materials Testing and Special Inspections

I, Abdelkader Khelifa [insert name], am the President [insert "owner" or officer title] for Apex Testing Laboratories, Inc. [insert name of business entity] ("Entity"), which entered a contract on _____, 20____, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), 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: March 26th, 20 25

Signature: 
Typed Name: Abdelkader Khelifa
Title: President
Entity: Apex Testing Laboratories, 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2025

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Angela Borg PHONE (A/C, No, Ext): 510-272-1429 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
License#: 6003745 APEXTES-01	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: US Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Apex Testing Laboratories, Inc. 1790 Yosemite Ave. San Francisco CA 94124	NAIC # 25674 29599

COVERAGES**CERTIFICATE NUMBER:** 79994065**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 <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6808M476015	12/5/2024	12/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA2R163834	12/5/2024	12/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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 \$ 0	Y	Y	CUP8M654094	12/5/2024	12/5/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Claims Made Form			USS2435216	12/5/2024	12/5/2025	Per Claim \$1,000,000 Aggregate Limit \$1,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability. Project #25-0751, Roosevelt Middle School Modernization Project #19101 at 1926 E 19th Street, Oakland, CA, 94606, Material Testing and Special Inspections Services. Oakland Unified School District is named as an additional insured as respects general liability and auto liability as required per written contract.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of 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

Angela Borg

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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Roosevelt Middle School Modernization Project	Site	212
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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
----------------------	---

Contractor Information

Contractor Name	Apex Testing Laboratories, Inc.	Agency's Contact		Abdel Khelifa				
OUSD Vendor ID #	10440	Title		President & CEO				
Street Address	1790 Yosemite Avenue	City	San Francisco	State	CA	Zip	94124	
Telephone	415-550-9800	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	19101							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-24-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2029
		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)	\$257,551.13
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	


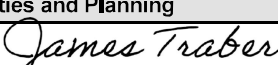
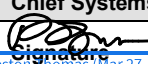
Budget Information

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
9657/9787	Fund 21 Building Fund	210-9657-0-9787-8500-6265-212-9180-9906-9999-19101	6265	\$257,551.13

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 	Date Approved	Mar 27, 2025		
2.	Counsel, Facilities and Planning				
	Signature 	Date Approved	03/27/2025		
3.	Chief Systems and Services Officer				
	Signature 	Date Approved	Mar 27, 2025		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			