

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-1060
Introduction Date	6-23-2021
Enactment Number	21-1045
Enactment Date	6/16/2021 lf



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

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** June 23, 2021

**Subject** Amendment No. 2 Independent Consultant Agreement – Luster National Inc. – Facilities Planning & Management Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No.2 to the Independent Consultant Agreement between the District and Luster National, Inc., Oakland CA, for the latter to provide additional Contract and Labor Compliance services for the District, for the Facilities Planning & Management Project in an additional amount of **\$401,623.00**, increasing Agreement not to exceed amount from **\$698,874.00** to **\$1,100,497.00**, and extending the expiration of the Agreement from **June 30, 2021** to **June 30, 2022** (an additional 365 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

**Discussion** This Amendment is for additional Contract and Labor Compliance services for the District and a time extension of 365 days.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No.2 to the Independent Consultant Agreement between the District and Luster National, Inc., Oakland CA, for the latter to provide additional Contract and Labor Compliance services for the District, for the Facilities Planning & Management Project in an additional amount of **\$401,623.00**, increasing Agreement not to exceed amount from **\$698,874.00** to **\$1,100,497.00**, and extending the expiration of the Agreement from **June 30, 2021** to **June 30, 2022** (an additional 365 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Amendment No. 2
- Scope of work
- Insurance Certificate

## AMENDMENT NO. 2

### INDEPENDENT CONSULTANT AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Luster National, Inc.**, OUSD entered into an agreement with CONTRACTOR for services on **June 26, 2019** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Facilities Planning & Management Project** as follows and as set forth in Exhibit A:

1.	<b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b>Three Hundred Sixty-five days (365)</b>, and the amended expiration date is <b>June 30, 2022</b>. <b>The current date is June 30, 2021</b>.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <b>Four Hundred One Thousand, Six Hundred Twenty-three dollars No/100 (\$401,623.00)</b>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <b>Six Hundred Ninety Eight Thousand, Eight Hundred Seventy-four dollars No/100 (\$698,874.00)</b>, and after this amendment, the not to exceed contract price will be: <b>One Million, One Hundred Thousand, Four Hundred Ninety-seven dollars No/100 (1,100,497.00)</b>.</p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

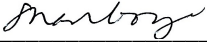
5. **Amendment History:**

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

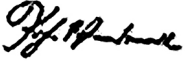
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	6-24-2020	Compensation and Term	\$349,437.00

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Shanthy Gonzales, President  
Board of Education

6/17/2021  
Date

  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

6/17/2021  
Date

  
\_\_\_\_\_  
Tadashi Nakadegawa  
Deputy Chief, Facilities Planning and Management

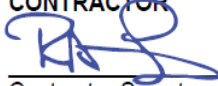
4/29/21  
Date

**Approval as to for:**

  
\_\_\_\_\_  
Arne Sandberg - Lozano Smith (name)  
General Counsel, Facilities, Planning and Management

4/27/21  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Contractor Signature Date

Robert Luster, President

\_\_\_\_\_  
Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Luster National, Inc.**

1. Detailed Description of Services to be provided: No change to scope of work. Amendment for a price increase based on a time extension, as described in the attached Proposal dated April 15, 2021.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

April 15, 2021

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

Re: Local Business Utilization Consultant Services  
Request for Year 3 Contract Extension

Ms. Chatman:

Luster National, Inc. (LUSTER) in association with Lowe Consulting Group (Lowe) is requesting that our contract for Local Business Utilization Consultant Services be extended for a third year, July 1, 2021 through June 30, 2022.

LUSTER and Lowe have enjoyed a positive and productive working relationship with OUSD for the past two years. The 2020-2021 year has been particularly challenging for everyone, and we are looking forward to expanded business and community engagement opportunities in the upcoming year as we emerge from COVID-19 restrictions.

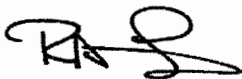
LUSTER and Lowe will continue to provide the full scope of business outreach, technical assistance, contract compliance, certification, and community engagement services that we have delivered in the past. We anticipate an increase in business outreach, contract compliance, and reporting activities as the Measure Y projects proceed. Additionally, at the District's request, we have augmented our offerings to include additional support for District-wide communications to include:

- District newsletter and other public communications
- Community engagement meetings for District projects
- Notifications to impacted businesses, residents, and other stakeholders for Measure Y projects

LUSTER will serve as the prime consultant and Lowe Consulting Group will be a subconsultant for this contract year. Both firms are wholly committed to contributing to the successful delivery of all requested services. The list of key personnel, billing rates, proposed budget for the 2021-2022 contract year, and the Local Business Participation worksheet follow this memo.

Please let me know if you have any questions or need additional information.

Best Regards,



Robert Luster, President  
LUSTER NATIONAL, INC.



## 1. KEY PERSONNEL

The LUSTER and Lowe team will continue to share responsibilities for delivering District Local Business Utilization services with LUSTER taking the lead in compliance monitoring, project specific contractor outreach, LBU reporting and SLRBE Certification. Lowe will provide business and community engagement, public relations, and District communications.

### LUSTER

- Hubert Owens, Team Management, Contract Compliance, and LBU Reporting
- Philip Lang, Business Outreach, Project Specific Contractor Outreach, SLRBE, Contract Compliance and LBU reporting, Technical Assistance coordination

### LOWE

- Andrea Lowe, Team Management, Community Engagement
- Harold Lowe, Public Relations, District Communications, Project Notifications
- Christine Harris, Business Engagement, Newsletter and Social Media Production
- Jorge Velasco, Small Business Liaison and Issue Resolution

## 2. BILLING RATES 2021-2022

### LUSTER



- Hubert Owens: \$195 per hour
- Philip Lang: \$77 per hour

### LOWE

- Andrea Lowe \$195 per hour
- Harold Lowe \$77 per hour
- Christine Harris \$55 per hour
- Jorge Velasco \$80 per hour



3. BUDGET

				<b>LOWE CONSULTING GROUP INC.</b>
A Veteran and Minority Owned Small Business				
<b>Local Business Utilization Consultant Services</b> <b>Oakland Unified School District</b> <b>12 Month Budget July 1, 2021 through June 30, 2022</b>				
<b>Task</b>	<b>Business Outreach &amp; Compliance Monitoring</b>			
	<i>Designated Staff</i>	<i>Hourly Rate*</i>	<i>Est. Hours</i>	
	Hubert Owens	\$195.00	250.00	\$ 48,750.00
	Phillip Lang	\$77.00	1888.00	\$ 145,376.00
	Andrea Lowe	\$195.00	208.00	\$ 40,560.00
	Jorge Velasco	\$80.00	208.00	\$ 16,647.50
			<b>Task Cost</b>	<b>\$ 251,333.50</b>
<b>Task</b>	<b>Communications, Community &amp; Government Relations</b>			
	<i>Designated Staff</i>	<i>Hourly Rate*</i>	<i>Est. Hours</i>	
	Andrea Lowe	\$195.00	252.00	\$ 49,140.00
	Harold Lowe	\$77.00	416.00	\$ 32,032.00
	Christine Harris	\$55.00	832.00	\$ 45,757.50
			<b>Task Cost</b>	<b>\$ 126,929.50</b>
	<b>DIRECT COSTS</b>			
	Design of Collateral & Other Communications			\$ 3,600.00
	Constant Contact			\$ 840.00
	Cell phone Service for Team Members			\$ 1,920.00
	Parking, mileage			\$ 3,000.00
	Meeting Costs (estimated at 2 large public meetings)			\$ 4,000.00
	Contractor Academy and Technical Assistance Workshops			\$ 5,000.00
	Reproduction & Printing			\$ 5,000.00
			<b>Total Direct Costs</b>	<b>\$ 23,360.00</b>
	<b>TOTAL PROPOSED COST</b>			<b>\$ 401,623.00</b>
	* Fully burdened rates			

**4. Local Business Participation Worksheet**

Prime Consultant: Luster National, Inc.  
 Local Business Utilization Consultant Services  
 Date: April 15, 2021

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBE %	SLRBE %	City of Oakland Certification Number
<b>Prime Company:</b> Hubert Owens LUSTER NATIONAL, INC. 212 9 <sup>th</sup> Street, Suite 309 Oakland, CA 94607  <b>Phone:</b> 510-282-7769 Office  <b>Email:</b> HOwens@luster.com	51%	51%			1850
Andrea Lowe Lowe Consulting Group 333 Hegenberger Road, Suite 750 Oakland, CA 94621  <b>Phone:</b> 510-986-1100 x.2  <b>Email:</b> alowe@lowecg.com	49%			49%	6802
<b>TOTAL PARTICIPATION</b>	100%			100%	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2021

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).

<b>PRODUCER</b> Dealey, Renton & Associates 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549  License#: 0020739 LUSTENATI	<b>CONTACT NAME:</b> Nancy Ferrick <b>PHONE (A/C No. Ext):</b> 510-465-3090 <b>E-MAIL ADDRESS:</b> nferrick@dealeyrenton.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Property Casualty Company of America	<b>NAIC #</b> 25674
	<b>INSURER B:</b> The Travelers Indemnity Company of Connecticut	25682
	<b>INSURER C:</b> The Phoenix Insurance Company	25623
	<b>INSURER D:</b> Farmington Casualty Company	41483
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1098915103

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 C	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:	Y	Y	6809H608101 6809P189193	4/28/2021 4/28/2021	4/28/2022 4/28/2022	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 \$
B	<b>AUTOMOBILE LIABILITY</b> <input 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	BA7R022854	4/28/2021	4/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP9799Y822	4/28/2021	4/28/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB3K455156	4/28/2021	4/28/2022	<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
D	Professional Liability			UB3K455156	4/28/2021	4/28/2022	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

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

RE: All Operations of the Named Insured. Oakland Unified School District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named as Additional Insureds for General and Auto Liability as required by written contract or agreement. General Liability Insurance is Primary and Non-Contributory and severability of interests apply per policy form. A Waiver of Subrogation applies per the attached endorsement(s). 30 Days Notice of Cancellation.

**CERTIFICATE HOLDER****CANCELLATION** 30 Days Notice of Cancellation

Oakland Unified School District Dept of Facilities Planning & Management 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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

#### **Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

#### **Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT**

This is a summary of the coverages provided under the following forms (complete forms available):

**Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)**

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

**Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)**

**PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

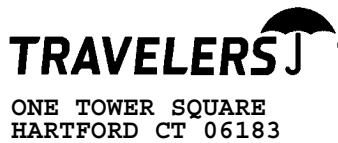
such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB3K455156

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Facilities Planning & Management Project	<b>Site</b>	918
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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.**

<b>Attachment Checklist</b>	<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

<b>Contractor Name</b>	Luster National, Inc.	<b>Agency's Contact</b>	Robert Luster
<b>OUSD Vendor ID #</b>	005883	<b>Title</b>	President
<b>Street Address</b>	212 9 <sup>th</sup> Street, Suite 309	<b>City</b>	Oakland
<b>Telephone</b>	510-282-7769	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Zip</b>	94607
<b>OUSD Project #</b>	00918	<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-26-2019	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	6-30-2022

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$401,623.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9650/0000	Fund 21, Measure J	210-9650-0-0000-8500-6289-918-9180-9905-9999-99999	6289	\$401,623.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning &amp; Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4/29/21		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> Lozano Smith, as to form only	<b>Date Approved</b>	4/27/21		
3.	<b>Deputy Chief, Facilities Planning &amp; Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4/21/21		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (1990-2000).

There is a growing awareness of the need to improve the health and well-being of older people. The Department of Health (2001) has set out a strategy for the health care of older people, and the Department of Health and the Department of Social Security (2001) have set out a strategy for the social care of older people.

The Department of Health (2001) has set out a strategy for the health care of older people. The strategy is based on the following principles:

• To improve the health and well-being of older people.

• To ensure that older people have access to the services they need.

• To ensure that older people are treated with respect and dignity.

• To ensure that older people are able to live independently.

• To ensure that older people are able to participate in society.

The Department of Health and the Department of Social Security (2001) have set out a strategy for the social care of older people. The strategy is based on the following principles:

• To ensure that older people have access to the services they need.

• To ensure that older people are treated with respect and dignity.

• To ensure that older people are able to live independently.

• To ensure that older people are able to participate in society.

The Department of Health and the Department of Social Security (2001) have set out a strategy for the social care of older people. The strategy is based on the following principles:

• To ensure that older people have access to the services they need.

• To ensure that older people are treated with respect and dignity.

Board Office Use: Legislative File Info.	
File ID Number	20-1078
Introduction Date	6-24-2020
Enactment Number	20-1052
Enactment Date	6/24/2020 er



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** June 24, 2020

**Subject** Amendment No. 1, Independent Consultant Agreement for Professional Services - L. Luster & Associates, Inc. - Facilities Planning & Management Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No.1, Independent Consultant Agreement for Professional Services between the District and L. Luster & Associates, Inc., Oakland CA, for the latter to provide continued Contract and Labor Compliance services for the District, will provide community outreach, stakeholder coordination and meeting facilitation to monitor team’s activities and progress, for the Facilities Planning & Management Project, in an additional amount of \$349,437.00 increasing Agreement not to exceed amount from \$349,437.00 to \$698,874.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension schedule to last until June 30, 2021, pursuant to the Amendment.

**Discussion** This Amendment is for additional Contract and Labor Compliance services for the District and a time extension of 365 days.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No.1, Independent Consultant Agreement for Professional Services between the District and L. Luster & Associates, Inc., Oakland CA, for the latter to provide continued Contract and Labor Compliance services for the District, will provide community outreach, stakeholder coordination and meeting facilitation to monitor team’s activities and progress, for the Facilities Planning & Management Project, in an additional amount of \$349,437.00 increasing Agreement not to exceed amount from \$349,437.00 to \$698,874.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension schedule to last until June 30, 2021, pursuant to the Amendment.

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Amendment No. 1
- Scope of work
- Insurance Certificate

## AMENDMENT NO. 1

### INDEPENDENT CONSULTANT AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **L. Luster & Associates, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **June 26, 2019** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Facilities Planning & Management Project** as follows and as set forth in Exhibit A:

1.	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: Continue to provide Contract and Labor Compliance services, provide direct services to the projects in monitoring the team's activities and progress, will provide community outreach, stakeholder coordination and meeting facilitation, as described in scope of services dated May 1, 2019, attached to this amendment, as a part of Exhibit A.</p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <b><u>Three Hundred Sixty-five days (365)</u></b>, and the amended expiration date is <b><u>June 30, 2021</u></b>.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <b><u>Three Hundred Forty-Nine Thousand, Four Hundred Thirty-Seven dollars No/100 (\$349,437.00)</u></b>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <b><u>Three Hundred Forty-Nine Thousand, Four Hundred Thirty-Seven dollars No/100(\$349,437.00)</u></b>, and after this amendment, the not to exceed contract price will be: <b><u>Six Hundred Ninety-Eight Thousand, Eight Hundred Seventy-Four dollars No/100 (\$698,874.00)</u></b>.</p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**


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

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


6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – L. Luster & Associates, Inc. – Facilities Planning & Management Project - \$349,437.00


**OAKLAND UNIFIED SCHOOL DISTRICT**

  
Jody London, President,  
Board of Education

6/25/2020  
Date


  
Kyla Johnson-Trammell, Superintendent  
Board of Education

6/25/2020  
Date

  
Tadashi Nakadegawa, Interim Deputy Chief,  
Facilities Planning and Management


5/21/20  
Date

**CONTRACTOR**

 5-13-20  
Contractor Signature Date

LAURA LUSTER, PRESIDENT  
Print Name, Title

**Approval as to form:**



5/21/20  
Date

Arne Sandberg [name]  
General Counsel, Facilities, Planning and Management

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: L. Luster & Associates, Inc.**

1. Detailed Description of Services to be provided: : Continue to provide Contract and Labor Compliance services, provide direct services to the projects in monitoring the team’s activities and progress, will provide community outreach, stakeholder coordination and meeting facilitation, as described in scope of services dated May 1, 2019, attached to this amendment, as a part of Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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

## Exhibit A

May 1, 2019

Tadashi Nakadegawa, Acting Deputy Chief Facilities Planning and Management Department  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Re: Request for Qualifications and Proposal for  
Local Business Utilization Consultant Services

Mr. Nakadegawa:

L. Luster & Associates in association with Lowe Consulting Group is pleased to submit our Statement of Qualifications and Proposal to Provide Local Business Utilization Consultant Services to Oakland Unified School District (OUSD). Also, we are gratified to present a 100% Small, Local Resident Business Enterprise Team.

Both L. Luster & Associates and Lowe Consulting Group have enjoyed a positive and productive working relationship with OUSD for the past year and look forward to continuing our association with the District. Building on the experience of the past year, our team is poised to deliver high quality Local Business Utilization Consultant services to the District.

LLA will serve as the prime consultant and Lowe Consulting Group will be a subconsultant for this contract. Both firms are wholly committed to contributing to the successful delivery of all requested services.

*L. Luster & Associates in association with Lowe Consulting Group has no objections to any of the provisions in the existing Agreement with the District.*

*I, Laura Luster, certify that no official or employee of Oakland Unified School District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.*

Dr. Laura Luster, President of L. Luster & Associates, Inc. is authorized to submit this Statement of Qualifications and Proposal on behalf of the firm and team.



L. Luster & Associates, Inc.  
212 9<sup>th</sup> Street, Suite 309  
Oakland, CA 94607  
Telephone: Phone: 510.282.7769  
Email: [Laura@LLusterassociates.com](mailto:Laura@LLusterassociates.com)

The LLA/LCG team looks forward to having the opportunity to continue its work with the Oakland Unified School District.

Sincerely,



Laura Luster  
President



## Exhibit A

### 1. Executive Summary

L. Luster & Associates (LLA) in association with Lowe Consulting Group (LCG) is proposing to continue our relationship providing Local Business Utilization Consultant services to Oakland Unified School District. Our team includes a robust group of industry professionals with significant expertise in delivering business outreach, certification management, contract compliance, and community engagement services to the District and other clients in Oakland and Alameda County. Equally important, our firms are passionate about local business inclusion and equity programming that attempts to create a level playing field for under-represented individuals and businesses. To provide the most responsive level of services to OUSD, the LLA/LCG is proposing the same team that is currently delivering Local Business Utilization services to the District.

The LLA/LCG team possesses considerable local experience in business and contractor outreach, compliance and utilization reporting for professional services, administrative and construction contracting. During the past year serving as the District's LBU Coordinator, the Luster/LCG team has implemented and strengthened the following processes:

- Reviewed all documents to ensure consistency and accuracy of information
- Standardized reporting documents
- Attended all site visits to inform contractors of the LBU policy and requirements
- Completed consistent outreach to contractors for OUSD bids
- Provided timely local business availability information to OUSD project managers
- Analyzed OUSD bids for LBU compliance
- Prepared quarterly Local Business Utilization reports
- Certified small local resident businesses
- Convened meetings with local businesses working on District projects to gather feedback and assess technical assistance needed
- Benchmarked local agency business engagement programs and recommended changes and additional provisions for the District LBU policy
- Developed a newsletter for existing contractors to share resources, technical assistance training and bid opportunities for other agencies
- Conducted outreach to over 2,000 businesses with a valid contractor's license in the City of Oakland to encourage them to get certified and consider bidding OUSD projects
- Launched **#OUSD100** to promote positive and innovative social media content related to the facilities department, local contractors, OUSD staff and the larger community

For the new contract year, Andrea Lowe, President of Lowe Consulting Group will serve as the team's primary point of contact with the District along with Dr. Laura Luster. Both will continue to provide direct services to the project and be on hand to monitor the team's activities and progress. They will lend the firm resources required to ensure that the team continues to have the means and support required to deliver the highest quality work to the District. LLA staff will work from LLA's Oakland office located on 12<sup>th</sup> and Jackson Streets but continue to attend District, project or community meetings as needed. Likewise, LCG staff will work from LCG's Oakland office but continue to attend District, project or community meetings as needed.

The LLA/LCG team will continue to share responsibilities for delivering all District Local Business Utilization services with LLA taking the lead on compliance, project specific contractor outreach, LBU reporting .



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2019

**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).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Kenneth King	
Merriwether & Williams Insurance Services		<b>PHONE (A/C, No, Ext):</b> (415) 986-3999	<b>FAX (A/C, No):</b> (415) 986-4421
License No.: OCO1378		<b>E-MAIL ADDRESS:</b> kking@imwis.com	
550 Montgomery St., Suite 550		<b>INSURER(S) AFFORDING COVERAGE</b>	
San Francisco CA 94111		<b>INSURER A:</b> Sentinel Insurance Company	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B:</b> Landmark American Ins Co.	11000
L. Luster & Associates, Inc.		<b>INSURER C:</b>	
212 9th Street, Suite 309		<b>INSURER D:</b>	
Oakland CA 94607		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
		<b>INSURER G:</b>	
		<b>INSURER H:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL19111015054

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBAAZ8648	11/10/2019	11/10/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input checked="" type="checkbox"/> <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	Y		57SBAAZ8648	11/10/2019	11/10/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							LIABILITY LIMIT	\$ 2,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			57SBAAZ8648	11/10/2019	11/10/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	<b>PROFESSIONAL LIABILITY</b> CLAIMS-MADE Retro-date 01/02/2009			LHR838874	11/10/2019	11/10/2020	AGGREGATE LIMIT	\$1,000,000
							OCCURRENCE LIMIT	\$1,000,000
							S.I.R.	\$2,500

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

THE OAKLAND UNIFIED SCHOOL DISTRICT, ITS GOVERNING BOARD, AGENTS, REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, CONSULTANTS AND VOLUNTEERS ARE ADDITIONAL INSURED'S AS RESPECTS THE NAMED INSURED'S OPERATIONS WHERE REQUIRED BY WRITTEN AGREEMENT.

POLICY(IES) SHALL NOT BE CANCELED OR REDUCED IN REQUIRED LIMITS OF GENERAL LIABILITY OR AMOUNTS OF INSURANCE UNTIL NOTICE HAS BEEN MAILED TO THE CERTIFICATE HOLDER STATING DATE OF CANCELLATION OR REDUCTION. DATE OF CANCELLATION OR REDUCTION SHALL NOT BE LESS THAN THIRTY (30) DAYS AFTER DATE OF MAILING NOTICE, EXCEPT FOR CANCELLATION DUE TO NON-PAYMENT OF PREMIUM, WHEN TEN (10) DAYS NOTICE SHALL APPLY. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY TO ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER****CANCELLATION**

OAKLAND UNIFIED SCHOOL DISTRICT FACILITIES & MANAGEMENT 955 HIGH STREET OAKLAND CA 94601	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE 
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**POLICY NUMBER:** 57 SBA AZ8648



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

OAKLAND UNIFIED SCHOOL DISTRICT - FACILITIES AND MANAGEMENT  
955 HIGH STREET  
OAKLAND, CA 94601

POLICY NUMBER: 57 SBA AZ8648



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

WAIVER OF SUBROGATION

LOC 001 BLDG 001  
OAKLAND UNIFIED SCHOOL DISTRICT - FACILITIES AND MANAGEMENT  
955 HIGH STREET OAKLAND, CA 94601

## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Facilities Planning & Management Project	<b>Site</b>	918
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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.**

<b>Attachment Checklist</b>	<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

<b>Contractor Name</b>	L .Luster & Associates, Inc.	<b>Agency's Contact</b>	Laura Luster		
<b>OUSD Vendor ID #</b>	005883	<b>Title</b>	Manager		
<b>Street Address</b>	212 9 <sup>th</sup> Street, Suite 309	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-282-7769	<b>Policy Expires</b>	94607		
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	00918				

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	6-26-2019	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	6-30-2021

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 349,437.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

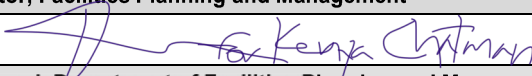

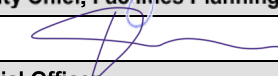
### Budget Information

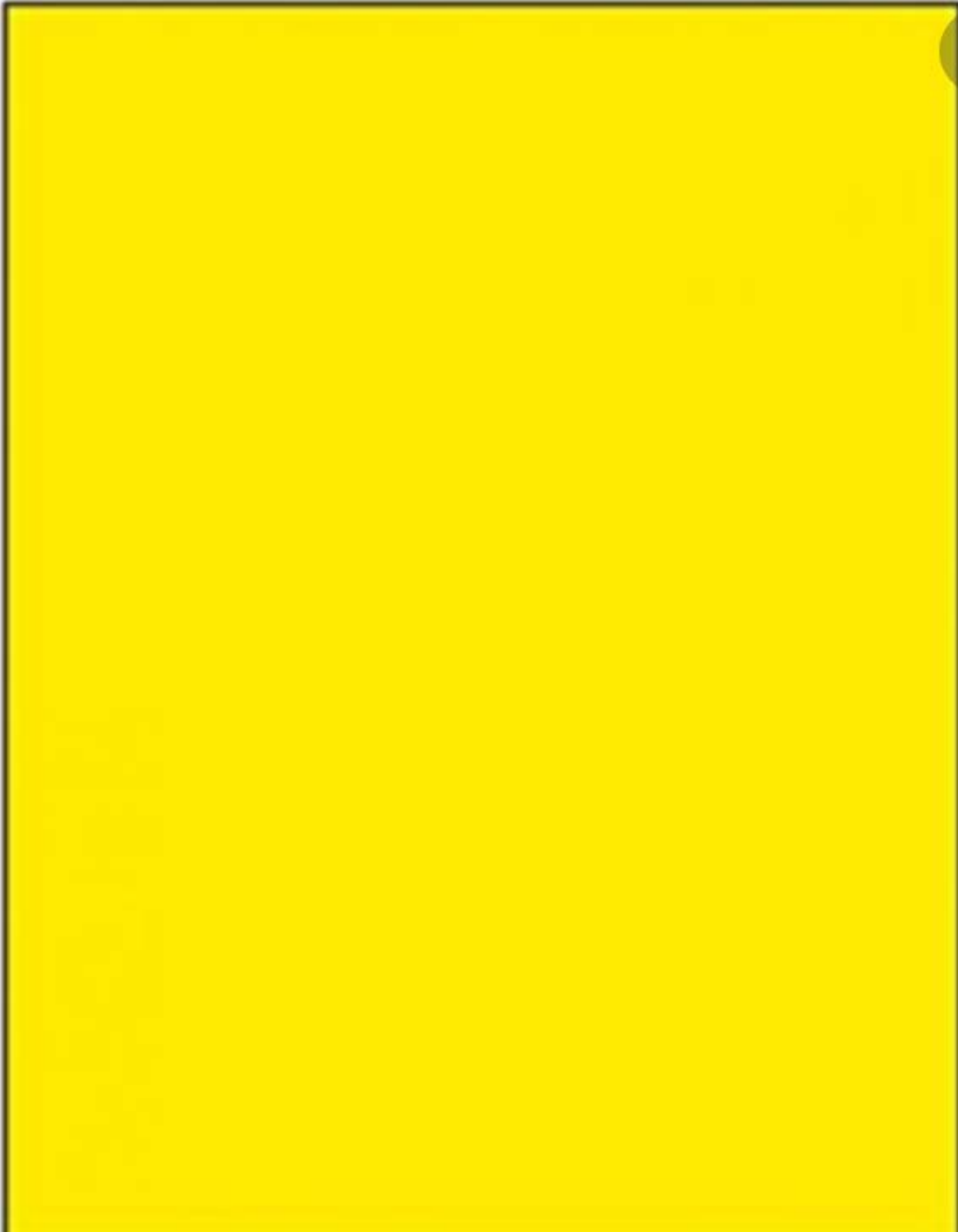
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9650/0000	Fund 21, Measure J	210-9650-0-0000-8500-6289-918-9180-9905-9999-99999	6289	\$349,437.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	5/22/20		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>  As to form only	<b>Date Approved</b>	5/21/20		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	5/22/20		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: Legislative File Info.	
File ID Number	19-1362
Introduction Date	6-26-2019
Enactment Number	19-1032
Enactment Date	6-26-19 er



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** June 26, 2019

**Subject** Independent Consultant Agreement for Professional Services Greater than \$92,600 - L. Luster & Associates, Inc. - Division of Facilities Planning & Management Project

## Action Requested

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services Greater than \$92,600 between the District and L. Luster & Associates, Inc. (“LLA”), Oakland, CA, for the latter to coordinate with the District staff to transition outreach services from existing consultant to the LLA Team. Work with OUSD project management staff, others as directed and OUSD contractors to identify upcoming projects, scopes of work and specific trades that will be needed to complete projects as well as obtain project schedules Develop business outreach plans targeted to specific trades and scopes of work, and that are aligned with project schedules for upcoming OUSD projects Develop and maintain strategic relationships and coordinate outreach with other Oakland and Alameda County public agencies, trade associations and resource organizations to distribute OUSD event and upcoming project information to potential Oakland bidders Host business outreach events, including match-making events, to inform potential Local, Small Local and Small, Local Resident (L/SL/SLR) Oakland firms of OUSD contracting opportunities and assist potential prime bidders to connect with L/SL/SLR Oakland firms Participate in outreach events sponsored by other agencies to inform potential L/SL/SLR Oakland firms of OUSD contracting opportunities Conduct needs assessments with Small Local and Small, Local Resident Oakland firms to determine firm readiness to bid work and identify any areas of support needed. Match L/SL/SLR firms to identified OUSD contracting opportunities Assist L/SL/SLR firms to market their services to firms bidding as primes on OUSD projects. Monitor utilization of L/SL/SLRBE firms on OUSD projects. Prepare articles and other PR materials to highlight OUSD L/SL/SLBE, in conjunction with the Division of Facilities Planning & Management Project, more specifically delineated in the Scope of Services in Exhibit “A,” incorporated herein by reference as though fully set forth, commencing July 1, 2019 and concluding no later than June 30, 2020, in an amount not to exceed \$349,437.00.

{SR351085}



<b>Discussion</b>	Services needed are required to ensure projects comply with applicable codes and District standards.
<b>LBP</b> (Local Business Participation Percentage)	0.00%
<b>Procurement Method</b>	Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.
<b>Recommendation</b>	<p>Approval by the Board of Education of an Independent Consultant Agreement for Professional Services Greater than \$92,600 between the District and L. Luster &amp; Associates, Inc. ("LLA"), Oakland, CA, for the latter to coordinate with the District staff to transition outreach services from existing consultant to the LLA Team. Work with OUSD project management staff, others as directed and OUSD contractors to identify upcoming projects, scopes of work and specific trades that will be needed to complete projects as well as obtain project schedules Develop business outreach plans targeted to specific trades and scopes of work, and that are aligned with project schedules for upcoming OUSD projects Develop and maintain strategic relationships and coordinate outreach with other Oakland and Alameda County public agencies, trade associations and resource organizations to distribute OUSD event and upcoming project information to potential Oakland bidders Host business outreach events, including match-making events, to inform potential Local, Small Local and Small, Local Resident (L/SL/SLR) Oakland firms of OUSD contracting opportunities and assist potential prime bidders to connect with L/SL/SLR Oakland firms Participate in outreach events sponsored by other agencies to inform potential L/SL/SLR Oakland firms of OUSD contracting opportunities Conduct needs assessments with Small Local and Small, Local Resident Oakland firms to determine firm readiness to bid work and identify any areas of support needed. Match L/SL/SLR firms to identified OUSD contracting opportunities Assist L/SL/SLR firms to market their services to firms bidding as primes on OUSD projects. Monitor utilization of L/SL/SLRBE firms on OUSD projects. Prepare articles and other PR materials to highlight OUSD L/SL/SLBE, in conjunction with the Division of Facilities Planning &amp; Management Project, more specifically delineated in the Scope of Services in Exhibit "A," incorporated herein by reference as though fully set forth, commencing July 1, 2019 and concluding no later than June 30, 2020, in an amount not to exceed \$349,437.00.</p>
<b>Fiscal Impact</b>	Fund 21, Measure J
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Independent Consultant Agreement including scope of work</li> <li>• Consultant Proposal &amp; Certificate of Insurance</li> </ul>



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

**Legislative File ID No.** \_\_\_\_\_

**Department:** Facilities Planning and Management \_\_\_\_\_

**Vendor Name:** L.Luster & Associates, Inc. \_\_\_\_\_

**Project Name:** Facilities Planning and Management **Project No.:** 00918 \_\_\_\_\_

**Contract Term:** Intended Start: 7/1/2019 Intended End: 6/30/2020 \_\_\_\_\_

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$349,437.00 \_\_\_\_\_

**Approved by:** Tadashi Nakadegawa \_\_\_\_\_

**Is Vendor a local Oakland Business or have they meet the requirements of the**

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

**How was this Vendor selected?**

Thru RFP process

**Summarize the services this Vendor will be providing.**

Develop and maintain strategic relationships and coordinate outreach with Oakland and Alameda County Public agencies, trade associations and resource organizations to distribute OUSD events and upcoming project information to potential Oakland bidders. Inform potential Local, Small Local and Small Local Resident (L/SL/SLR) Oakland Firms of OUSD contracting opportunities and assist potential prime bidders to connect with L/SL/SLR Oakland firms. Host or co-host a contractor academy to enhance capacity and competitiveness of SLR firms and connect them with OUSD. Track and report on outreach efforts.

**Was this contract competitively bid?**  Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

L.Luster & Associates was evaluated as the most qualified proposal

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

3)  **Not Applicable - no exception - Project was competitively bid**

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**  
**Greater than \$92,600**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **1st day of July 2019**, by and between the **Oakland Unified School District** ("District") and **L. Luster & Associates, Inc.** ("Consultant"), (together, "Parties").

**WHEREAS**, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

**WHEREAS**, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

**WHEREAS**, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services"):

Scope of services includes L. Luster & Associates to Coordinate with District staff to transition outreach services from existing consultant to the LLA Team. Work with OUSD project management staff, others as directed and OUSD contractors to identify upcoming projects, scopes of work and specific trades that will be needed to complete projects as well as obtain project schedules Develop business outreach plans targeted to specific trades and scopes of work, and that are aligned with project schedules for upcoming OUSD projects Develop and maintain strategic relationships and coordinate outreach with other Oakland and Alameda County public agencies, trade associations and resource organizations to distribute OUSD event and upcoming project information to potential Oakland bidders Host business outreach events, including match-making events, to inform potential Local, Small Local and Small, Local Resident (L/SL/SLR) Oakland firms of OUSD contracting opportunities and assist potential prime bidders to connect with L/SL/SLR Oakland firms Participate in outreach events sponsored by other agencies to inform potential L/SL/SLR Oakland firms of OUSD contracting opportunities Conduct needs assessments with Small Local and Small, Local Resident Oakland firms to determine firm readiness to bid work and identify any areas of support needed. Match L/SL/SLR firms to identified OUSD contracting opportunities Assist L/SL/SLR firms to market their services to firms bidding as primes on OUSD projects. Monitor utilization of L/SL/SLRBE firms on OUSD projects. Prepare articles and other PR materials to highlight OUSD L/SL/SLBE.

2. **Term.** Consultant shall commence providing Services under this Agreement on **July 1, 2019**, and will diligently perform as required and complete performance by **June 30, 2020**, unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	<input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a not to exceed fee of **THREE HUNDRED FORTY-NINE THOUSAND, FOUR HUNDRED THIRTY-SEVEN DOLLARS NO/100 (\$349,437.00)**, paid monthly in proportion to Services performed.
  - 4.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).
  - 4.2. 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 Section 25 below.
5. **Expenses.** Expenses will not be charged for Consultant's performance of these Services.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
9. **Performance of Services / Standard of Care.**
  - 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    - 9.1.1. Consultant 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.

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

9.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

9.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.

9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

9.3. **District Approval.** The work completed herein 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.

10. **Originality of Services.** Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## 12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance

of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant 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.

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

#### 14. **Insurance.**

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of

employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

- 14.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence form.

- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall 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 Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant'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.

18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.

19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.

20. **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 Consultant 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 Consultant agrees to require like compliance by all its subcontractor(s).

21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

- 21.1. All site visits shall be arranged through the District;
- 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
- 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
- 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
23. **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.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **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.
26. **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, Consultant 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 Consultant 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 Consultant'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 Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
27. **Confidentiality.** The Consultant and all Consultant'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.

28. **Notice.** 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 facsimile transmission, addressed as follows:

Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
Tel: 510-535-2731; Fax: 510-535-7082  
ATTN: Timothy White

L. Luster & Associates, Inc.  
212 9th Street, Suite, 309  
Oakland, CA 94607  
Tel: 510-282-7769  
ATTN: Laura Luster  
laura@llusterassociates.com

Any notice personally given or sent by facsimile 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.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **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.
31. **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.
32. **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.
33. **Incorporation of Recitals and Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
34. **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.
35. **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.
36. **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.
37. **Captions and Interpretations.** Paragraph 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

39. **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.

40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>



---

**Tadashi Nakadegawa**  
**Director of Facilities Planning & Management**

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

<u>Almee Eng</u>	6/27/19
Almee Eng, President, Board of Education	Date
<u>Kyla Johnson-Trammell</u>	6/27/19
Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education	Date
<u>Timothy White</u>	
Timothy White, Deputy Chief, Facilities Planning and Management	Date

**APPROVED AS TO FORM:**

<u>Kelly M Rem</u>	6-4-19
OUSD Facilities Legal Counsel	Date

**CONSULTANT**

<u>Sandra Goetz</u>	5-24-2019
Sandra Goetz, President	Date

**Information regarding Consultant:**

Consultant: L. Luster & Associates, Inc.

License No.: \_\_\_\_\_

Address: 212 9th Street, Ste 309  
Oakland CA 94607

Telephone: 510. 864. 966, 7065

Facsimile: \_\_\_\_\_

E-Mail: LAUSA@LLustercassociates.com

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: California

Limited Liability Company

Other: \_\_\_\_\_

<p><u>20-2677602</u></p> <p>Employer Identification and/or Social Security Number</p> <p><b>NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.</b></p>
--

**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:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require 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 Work of this Contract.

Date:

MAY 24 2019

Proper Name of Consultant:

L. Luster & Associates, Inc.

Signature:

*Laura Luster*

Print Name:

LAURA LUSTER

Title:

President

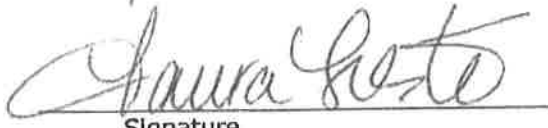
(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned is aware of and hereby certify that neither **L. Luster & Associates, Inc.** ("Consultant") nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the undersigned agrees to include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 24<sup>th</sup> day of MAY 2019 for the purposes of submission of this Agreement.

By:   
Signature  
LAURA LUSTER  
Typed or Printed Name  
President  
Title

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant'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 Consultant, who may have contact with District pupils 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 come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all 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 Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

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

Date:

Name of Consultant:

Signature:

Print Name and Title:

May 24 2019  
 L. Luster & Associates Inc.  
 Laura Luster  
 LAURA Luster, President



**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

- SCOPE OF SERVICES
- See attachment

OAKLAND UNIFIED SCHOOL DISTRICT  
LOCAL BUSINESS UTILIZATION CONSULTANT SERVICES  
L. Luster & Associates in association with Lowe Consulting Group  
May 21, 2019

SCOPE OF WORK

**Task 1 – Business Outreach**

Coordinate with District staff to transition outreach services from existing consultant to the LLA Team.

Work with OUSD project management staff, others as directed and OUSD contractors to identify upcoming projects, scopes of work and specific trades that will be needed to complete projects as well as obtain project schedules

Develop business outreach plans targeted to specific trades and scopes of work, and that are aligned with project schedules for upcoming OUSD projects

Develop and maintain strategic relationships and coordinate outreach with other Oakland and Alameda County public agencies, trade associations and resource organizations to distribute OUSD event and upcoming project information to potential Oakland bidders

Host business outreach events, including match-making events, to inform potential Local, Small Local and Small, Local Resident (L/SL/SLR) Oakland firms of OUSD contracting opportunities and assist potential prime bidders to connect with L/SL/SLR Oakland firms

Participate in outreach events sponsored by other agencies to inform potential L/SL/SLR Oakland firms of OUSD contracting opportunities

Conduct needs assessments with Small Local and Small, Local Resident Oakland firms to determine firm readiness to bid work and identify any areas of support needed.

Match L/SL/SLR firms to identified OUSD contracting opportunities

Assist L/SL/SLR firms to market their services to firms bidding as primes on OUSD projects

Assist potential prime bidders to connect with L/SL/SLR Oakland firms and to meet OUSD contracting goals

Develop outreach materials to include program description, fact sheets, meeting invites, informational emails, contractor profiles,

Host or co-host a Contractor Academy to enhance capacity and competitiveness of SLR firms and connect them with OUSD opportunities

Participate in regular meetings with District to monitor team activities and progress

Track and report on outreach efforts. Prepare periodic reports as requested by OUSD.

**Task 2 – Certification**

Manage the certification process and listing of Small Local Resident firms

Maintain confidentiality of firm certification files

Augment the existing listing of Small Local Resident firms

Participate in regular meetings with District to monitor team activities and progress

Track and report on certification efforts. Prepare periodic reports as requested by OUSD.

### **Task 3 – Contract Compliance**

Provide as needed review and input on OUSD procurement and contract language related to the District's Local, Small Local and Small Local Resident Business Enterprise Program requirements.

Participate in pre-bids and pre-construction meetings to provide information about L/SL/SLR utilization program, requirements and procedures

Review bids and proposals for compliance with OUSD's L/SL/SLR Business Enterprise Program. Prepare summary memos or submit other requested documentation

Develop useful forms and program information as needed

Monitor utilization of L/SL/SLRBE firms on OUSD projects

Work with District Project Managers, or other designated staff, and OUSD contractors to address any utilization shortfalls and develop remedies

Participate in regular meetings with District to monitor team activities and progress

Prepare periodic utilization reports per OUSD

### **Task 4 – Community Engagement & Agency Collaboration**

Provide Public Relations assistance to the Office of the Superintendent and the Communications Office to maintain and augment positive relationships with community stakeholders

Coordinate meetings with stakeholders and/or public officials

Assist District and Board of Education with productive community engagement

Develop a monthly calendar of community, business and workforce development events where presence of OUSD staff is needed

Prepare articles and other PR materials to highlight OUSD L/SL/SLBE successes and/or upcoming contracting opportunities

Assist District with media relations including programming with KDOL

Assist District with other public relations tasks as directed

Participate in regular meetings with District to monitor team activities and progress



**LCG**

LOWE CONSULTING  
GROUP INC.

Local Business Utilization Consultant Services  
Oakland Unified School District  
12 Month Annual Budget

<b>Task</b>	<b>Business Outreach &amp; Compliance Monitoring</b>			
	<i>Designated Staff</i>	<i>Hourly Rate*</i>		
	Laura Luster	\$195.00		
	Lupe Serrano	\$100.00		
	Monica Rice	\$70.00		
			<b>Task Cost</b>	<b>\$ 157,300.00</b>
<b>Task</b>	<b>Communications, Community &amp; Government Relations</b>			
	<i>Designated Staff</i>	<i>Hourly Rate*</i>		
	Andrea Lowe	\$195.00		
	Jeremy McCants	\$75.00		
			<b>Task Cost</b>	<b>\$ 143,055.00</b>
	<b>DIRECT COSTS</b>			
	Design and Production of Collateral		\$	7,200.00
	Cell phone Service for Team Members		\$	1,920.00
	Parking, mileage		\$	6,000.00
	Meeting Costs (estimated at 6 large public meetings annually)		\$	12,000.00
	Contractor Academy		\$	7,500.00
	Reproduction & Printing		\$	10,000.00
			0.10	\$ 4,462.00
		<b>Total Direct Costs</b>	\$	<b>49,082.00</b>
	<b>TOTAL PROPOSED COST</b>		\$	<b>349,437.00</b>

\* Fully burdened rates

Assumptions:

OUSD will pay the cost for translations, postage and/or direct mail.



**LCG**

LOWE CONSULTING  
GROUP INC.

Local Business Utilization Consultant Services  
Oakland Unified School District  
12 Month Annual Budget

Task	Business Outreach & Compliance Monitoring			
	<b>Designated Staff</b>	<b>Hourly Rate*</b>	<b>Est. Hours</b>	
	Laura Luster	\$195.00	240.00	\$ 46,800.00
	Lupe Serrano	\$100.00	300.00	\$ 30,000.00
	Monica Rice	\$70.00	1150.00	\$ 80,500.00
			<b>Task Cost</b>	<b>\$ 157,300.00</b>
Task	Communications, Community & Government Relations			
	<b>Designated Staff</b>	<b>Hourly Rate*</b>	<b>Est. Hours</b>	
	Andrea Lowe	\$195.00	360.00	\$ 70,200.00
	Jeremy McCants	\$75.00	971.40	\$ 72,855.00
			<b>Task Cost</b>	<b>\$ 143,055.00</b>
	<b>DIRECT COSTS</b>			
	Design and Production of Collateral			\$ 7,200.00
	Cell phone Service for Team Members			\$ 1,920.00
	Parking, mileage			\$ 6,000.00
	Meeting Costs (estimated at 6 large public meetings annually)			\$ 12,000.00
	Contractor Academy			\$ 7,500.00
	Reproduction & Printing			\$ 10,000.00
			0.10	\$ 4,462.00
			<b>Total Direct Costs</b>	<b>\$ 49,082.00</b>
	<b>TOTAL PROPOSED COST</b>			<b>\$ 349,437.00</b>

\* Fully burdened rates

Assumptions:

OUSD will pay the cost for translations, postage and/or direct mail.



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

# PROPOSAL TO PROVIDE LOCAL BUSINESS UTILIZATION CONSULTANT SERVICES

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April 2019

Submitted by

 **L. Luster & Associates**

in association with

 **LCG** | LOWE CONSULTING  
GROUP INC.

April 24, 2019

Oakland Unified School District  
Tadashi Nakadegawa, Director  
Department of Facilities Planning and Management  
955 High Street  
Oakland, CA 94601

Re: Request for Qualifications and Proposals  
Local Business Utilization Consultant

Mr. Nakadegawa:

L. Luster & Associates in association with Lowe Consulting Group is pleased to submit our Statement of Qualifications and Proposal to Provide Local Business Utilization Consultant Services to Oakland Unified School District (OUSD). Also, we are gratified to present a 100% Small, Local Resident Business Enterprise Team.

L. Luster & Associates (LLA) has demonstrated its success in delivering business outreach, certification management, contract compliance and community engagement services in Alameda County. Since 2009, we have served as the Local Business Contract Equity Consultant to the Alameda County Transportation Commission. We have been providing business outreach, technical assistance, contract compliance and community engagement services to the Alameda County Public Works Agency for almost a decade. Additionally, as a member of the LCA Architectural team LLA has provided cost estimating and analysis services on OUSD's Fremont High School project.

For the Oakland Unified School District project, we have partnered with Andrea Lowe, President of Lowe Consulting Group, formerly of A Squared Ventures, with whom we have worked on several projects. For the past six years we have aligned to provide community outreach, construction community relations, Project Labor Agreement (PLA) administration and public relations services to AC Transit's East Bay Bus Rapid Transit (BRT) project.

The LLA/LCG Team offers the District substantial and relevant experience in Local Business Utilization consulting in Oakland and Alameda County. Our combined BRT Team has received high praise for its outreach work from the San Leandro Mayor and City Council as well as AC Transit's General Manager and the BRT Program Director.

LLA will serve as the prime consultant and Lowe Consulting Group will be a subconsultant for this contract. Both firms are wholly committed to contributing to the successful delivery of all requested services at the highest level of quality.

*L. Luster & Associates in association with Lowe Consulting Group received a copy of the District's Agreement. L. Luster & Associates has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, L. Luster & Associates has no objections to the use of the Agreement.*

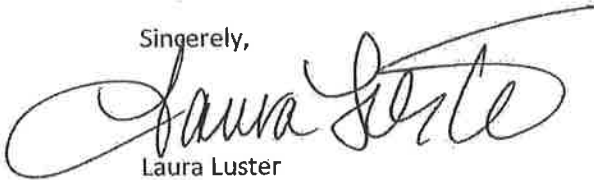
*I, Laura Luster, certify that no official or employee of Oakland Unified School District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.*

Dr. Laura Luster, President of L. Luster & Associates, Inc. is authorized to submit this Statement of Qualifications and Proposal on behalf of the firm and team.

L. Luster & Associates, Inc.  
212 9<sup>th</sup> Street, Suite 309  
Oakland, CA 94607  
Telephone: Phone: 510.282.7769  
Email: [Laura@LLusterassociates.com](mailto:Laura@LLusterassociates.com)

The LLA/LCG team looks forward to having the opportunity to work with the Oakland Unified School District.

Sincerely,



Laura Luster  
President



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# EXECUTIVE SUMMARY

## 1. Executive Summary

L. Luster & Associates (LLA) in association with Lowe Consulting Group (LCG) is proposing to provide Local Business Utilization Consultant services to Oakland Unified School District. Our team includes a robust group of industry professionals with significant expertise in delivering business outreach, certification management, contract compliance, and community engagement services to clients in Oakland and Alameda County. Equally important, our firms are passionate about local business inclusion and equity programming that attempts to create a level playing field for under-represented individuals and businesses. To provide the most responsive level of services to OUSD, the LLA/LCG is proposing to utilize a comprehensive team approach. We have proposed available individuals with considerable expertise who have worked together previously.

Dr. Laura Luster will serve as the team's initial and primary point of contact with the District along with Andrea Lowe, President of Lowe Consulting Group. Each of the firm principals will provide direct services to the project and be on hand to monitor the team's activities and progress. They will lend the firm resources required to ensure that the OUSD team has the means and support required to deliver the highest quality work to the District.

LLA will assume responsibility for delivering the business outreach, certification management and compliance services. Lupe Serrano will serve as LLA's lead staff member on the project and will be fully supported by Monica Rice. LLA's principal, Laura Luster, will provide team management and resource deployment to LLA staff as well as the entire time. She will participate in progress meetings the District, assist with report preparation and lend her expertise, as needed, to community and public relations. Additionally, LLA will coordinate with LCG on the production of electronic and hard copy collateral, obtaining graphic, layout, printing, editing, translating and reproduction support as needed. LLA will take responsibility for coordinating the production of monthly or other periodic reports to the District. LLA staff will work from LLA's Oakland office located on 12<sup>th</sup> and Jackson Streets but be available to attend District, project or community meetings as needed.

LCG will assume will focus on providing the Community Engagement services. Andrea Lowe, LCG's principal will work directly with the District in this area and will be supported by Jeremy McCants. She will participate in progress meetings with the District, oversee McCants' work and coordinate with LLA. LCG staff will work from LCG's office but also be available to attend District, project or community meetings as needed.

Lupe Serrano has managed public sector construction outreach and compliance programs previously. She is an expert program planner and manager with more than 20 years of experience. She is also knowledgeable of public works contracting and is familiar with the Alameda County professional services and construction contracting communities. Monica Rice has provided business outreach support on multiple LLA projects over the past six years. She has deep ties within the Oakland business community. As stated previously, LLA has managed the Alameda County Transportation Commissions certification program for the past nine years. The firm has a deep bench of local experience in business outreach, compliance and utilization reporting for professional services, administrative and construction contracting.

Andrea Lowe has a long and deep history in community engagement in Oakland and the Bay Area. Her experience includes private sector work in community relations with large construction companies and development and implementation of community benefits programs for large infrastructure projects. She possesses longstanding relationships with labor, community and public agency representatives as well as elected officials in Oakland and Alameda County. Jeremy McCants brings in-depth experience working with community groups and local advocacy organizations in Oakland. He has conducted outreach to varied stakeholders and is an able presenter and communicator.

While LLA and LCG are aware of the multiple projects OUSD has underway currently, we do not have complete information about the projected size of the District's construction budget over the next five years or how many projects it intends to undertake. As a result, we believe that our team will operate most effectively if we establish and maintain a thoughtful and careful dialogue with District Facilities, Planning and Management staff to more fully comprehend the scope of work and level of effort required to achieve District goals. Therefore, our approach emphasizes Planning, Implementation, Progress Monitoring, and Reporting.

The LLA/LCG team proposes to initiate the contract with a Kick Off meeting to gain a fuller understanding of OUSD needs and priorities in each of the service areas. Also, the team will identify immediate action items for work that must be undertaken to maintain existing obligations. We would follow the Kick-off Meeting with a team assessment of existing procedures and practices. These efforts will emphasize introducing team members to OUSD personnel and other consultant/contracting staff and implementing an effective hand-off process to obtain files and documents from the previous consultant. We will also meet with OUSD personnel to obtain all relevant plans and schedules to obtain a comprehensive picture of the District's construction program. The team will identify any potential areas for enhancement and make recommendations to the District.

Additionally, the LLA/LCG team will work with District to:

- Produce both a long-term and 12-month plan to increase L/SL/SLR participation on projects that is aligned with District's construction program and schedule and that targets specific specialty trades.
- Develop a team work plan that includes both outreach, compliance and community engagement priority activities within specified timeframes.
- Establish a meeting schedule with District staff to monitor the team's activities and progress.
- Establish or obtain reporting formats and schedules.

Throughout its contract with OUSD, the LLA/LCG team will maintain pro-active and regular communication with District contract managers. We will provide strategic advice and seek enhancements to processes to advance the District's Local Business Utilization and Community Engagement goals.

NARRATIVE

## 2. Narrative

**L. Luster & Associates** (LLA) is a professional services consulting firm, incorporated in the State of California and located in Oakland, California. Founded in 2005, the firm has developed an excellent track record and a reputation for honesty, integrity, and excellence in service. L. Luster & Associates works with public and private sector clients who specialize in transportation and infrastructure construction and/or social programming associated with such projects. The firm's main service lines include:

- Community outreach, stakeholder coordination and meeting facilitation
- Public and community relations
- Business outreach and technical assistance
- Equity policy development and strategic planning
- Contract and labor compliance
- Workforce development policy advising, research and program implementation

L. Luster & Associates has been in operation under the same name for fourteen years. The firm employs eight full-time staff and one part-time staff including its principal and sole owner, Dr. Laura Luster. LLA has significant experience supporting public agency business utilization, contract and labor compliance, community outreach and certification programming. LLA holds a longstanding contract with the Alameda County Public Works Agency (ACPWA) providing business outreach, technical assistance, contract and labor compliance, bid review and analysis and community engagement services. We also produce the ACPWA newsletters as well as a host of project collateral. Likewise, the firm has provided DBE outreach and/or local business outreach and engagement for BART, Shimmick Construction, Rudolph and Sletton/Kaiser, the San Jose Evergreen Community College District, and the Solano Community College District. For the past ten years, LLA has served as the Local Business Contract Equity (LBCE) Consultant to the Alameda County Transportation Commission (Alameda CTC) for its Measure B and Measure BB capital projects. Our work with Alameda CTC has included managing the Commission's certification program of local contractors, consultants and vendors, reviewing and analyzing proposals and bids for compliance with LBCE and Disadvantaged Business Enterprise (DBE) participation goals, and reviewing the Commission's annual contractor utilization report.

LLA has developed a wealth of expertise in connecting with the Alameda County and City of Oakland contracting and consulting communities. Our staff has been instrumental in developing ACPWA's highly successful Building Opportunities for Business (BOB) event series and has delivered four well-attended and popular ACPWA Local Contractor Academies. Additionally, we have assisted clients to develop and evaluate equity policies and programs including Small, Local and/or Diverse Business programs, contractor and workforce utilization, and compliance with employment and contracting requirements.

**Low Consulting Group, Inc.** - Originally founded as A Squared Ventures, Inc. in 2006 and formally operating as Low Consulting Group, Inc. (LCG) since March 2019. LCG has experience supporting business utilization programming, technical assistance seminars and community engagement programs for public and private institutions and major infrastructure projects. We are experts in devising programs focused on community

outreach, supplier diversity, contract & labor compliance, project labor agreement administration and contractor technical assistance training. For over 13 years, LCG has devised policies that bring together the larger contracting community with local and small businesses to provide increased opportunities on municipal and private procurement opportunities. From construction career awareness programs for local youth to public relations campaigns for local transportation projects, LCG prides itself on assisting agencies and contractors in devising programs that envelop the total community. Given LCG's professional expertise we bring an inside perspective into the construction process and the ability to convey complex construction concepts to residents, businesses and potential subcontractors.

L. Luster & Associates, Inc. and Lowe Consulting Group, Inc. have worked together since 2016 providing community outreach and engagement support, project labor agreement oversight and project administration for the AC Transit Bus Rapid Transit (BRT) project. The LLA/LCG Team regularly engages with merchants, tenants, property owners, project stakeholders and public officials to keep them apprised of project progress. Our team serves as the liaison between the community, AC Transit and the BRT construction and consultant teams. We resolve issues arising from construction impacts and address widespread community concerns on a daily basis. The team also provides on-going public relations support to AC Transit, producing the online multi-lingual BRT *ENews*, construction advisories, fact sheets, and other project collateral as well as managing BRT social media outlets and staffing the project's Information Center. We represent the agency at public events and assist with delivering project open houses and other milestone events.

## **PHILOSOPHY & APPROACH**

LLA/LCG staff are entrenched in the local community, which provides us key insight into local stakeholder groups, contractors and business resources. We will leverage these relationships to support the District in furthering its local, small local, small local resident contractor and subcontractor pools, developing collaborations with other agencies that have local business programs and engaging the larger community to increase awareness and celebrate the successes of the District's innovative programming.

We are confident that our project experience and community resources will allow us to implement a best-in-class program that will be inclusive of all communities.

### Local Business Utilization Outreach & Compliance

#### ***Business Outreach***

LLA/LCG have extensive experience identifying, supporting and tracking firms that are interested in doing work with public agencies. We are connected with most of the subcontractors in the local market place. Yet, we are aware that there are always new businesses interested in entering the public works arena as well as those that are not aware of the process to begin working with the District. During our years as outreach consultants to public agencies, we have learned that successful outreach to promote attainment of business participation goals must be a combination of general and project specific outreach. It must also include efforts to not only identify "bid/work ready" contractors but also to prepare smaller contractors for public

works contracting. Further, these outreach efforts should be well planned, integrated with an agency's overall community engagement activities, tracked and periodically assessed. This approach requires: 1) Planning; 2) Maintaining a presence within the targeted business communities; 3) Developing relationships with these businesses over time; 4) Mounting consistent and ongoing outreach activities; 5) Delivering resources to targeted businesses to enhance their business capacity; and 5) Tracking and evaluating outreach efforts to ensure investments are producing the desired results. The LLA/LCG team is proposing a full range of outreach services that incorporate these lessons learned.

We will leverage our existing relationships and experience to support this work and will coordinate with District staff to do the following:

- Gather information regarding the existing LBU program and meet with District staff to better understand what areas of the program should be retained and those components that need to be retooled.
- Review the District's Capital Improvement Plan, the master project schedules for active and soon-to-be-active projects to identify scopes of work by trade. Collaborate with Project Managers to develop and construct a long-term plan to increase Local, Small Local, Small Local Resident Business Enterprise (L/SL/SLR) participation on OUSD projects.
- Develop and implement an annual business outreach plan targeted toward the specific trades and scopes of work projected on OUSD projects.
- Collaborate with local trade associations, resource organizations and local agencies to market contract opportunities at outreach events to prospective L/SL/SLR firms. We will actively recruit firms, emphasizing connections with Small Local and Small Local Resident (S/SLR) firms, disseminate upcoming project information, answer key questions, and direct them to resources.
- Conduct a needs assessment with each SL/SLR firm. The assessment will cover the following categories to better understand each firm's readiness to bid work and areas of support needed. We will continue to follow firms under contract and working on OUSD projects. Our staff will monitor their performance to identify/refer to ongoing training opportunities and address immediate concerns as appropriate.

Needs Assessment Categories

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>▪ Organizational Structure</li><li>▪ Financial Strength &amp; Bonding Capacity</li><li>▪ Back-office</li><li>▪ City of Oakland Certification</li></ul> | <ul style="list-style-type: none"><li>▪ Field Capabilities &amp; Processes</li><li>▪ Analysis of Past Project Performance</li><li>▪ OUSD Pre-qualification</li><li>▪ PLA and Labor Compliance Challenges</li><li>▪ SLR Certification</li></ul> |
|--|--|
- Manage the certification of Small Local Resident firms



- Augment the existing database and profiles of L/SL/SLR firms by trade and professional service category. This database will be an evolving source of the interested, vetted, and local firms. The database will identify firms based on level of readiness:
  - CAT 1: ready to bid work now
  - CAT 2: need support within next 6-12 months
  - CAT 3: long term support required and recommended to work on smaller projects and attend technical assistance training prior to bidding
- Match L/SL/SLR firms to identified opportunities and assist them to market their services to prime contractors
- Host District outreach events to inform contractors and consultants of upcoming District opportunities. This will include events to match larger prime contractors with work/bid ready SL/SLR firms.
- Submission of monthly summary reports indicating outreach events, L/SL/SLR firms engaged, referrals to resources, matchmaking outcomes, L/SL/SLR bid participation, and highlights of L/SL/SLR working on OUSD projects.

LLA introduced the Contractor Academy to its Public Works Agency client and has worked with the agency to deliver four successful academies. For this contract, the LLA/LCG Team is proposing that OUSD host a contractor academy to attract and prepare Small Local Resident firms for District work. The Academy would consist of a short series of technical assistance workshops aimed at introducing and preparing smaller contractors to work in the public contracting arena and OUSD. Smaller contractors report that the *Bid Estimating and Preparation* and *Meet the Primes* workshops were particularly useful. Such direct technical assistance can strengthen the linkages between smaller local contractors and OUSD contracting opportunities.

### **Contract Compliance**

Compliance is another key component to achieving Local Business Utilization goals. The LLA/LCG team will help the District to continue to implement its Local Business Utilization program and ensure contractor/consultant compliance with its requirements and goals. Team staff possess significant expertise in the compliance arena and are able to provide a complete range of compliance services ranging from development of bid/proposal and subsequent contract language, bid analysis for compliance with program requirements and goals, development of corresponding compliance planning and reporting forms, program explanations at pre-bid and pre-construction meetings, regular monitoring of contractor submissions, review of progress payments, participation in show cause meetings, assisting contractors to develop remedies to shortfalls, and overall compliance and business utilization reporting.

To start, the LLA/LCG team will review the existing processes, documents, and forms to identify potential areas for enhanced clarity, efficiency and transparency. In concert with District staff, we will make appropriate changes to ease access and compliance with District procedures. For example, it is our understanding that the District does not utilize electronic or web-based compliance reporting. If desired,

the LLA/LCG team can review District needs and recommend an appropriate compliance monitoring software program. Such programs can greatly streamline a public entity's ability to track and monitor real time business utilization achievements on projects. Shortfalls can be identified rapidly, and remedies implemented within a timely manner, enabling both contractors and owners to achieve desired results.

The team's ongoing compliance activities will include the following:

- Participation in pre-bid and project information meetings to explain the District's LBU program requirements; provide referral for prospective bidders to L/SL/SLR firms
- Tracking and verifying certification/recertification of SLR firms
- Review bids and proposals for compliance with District's LBU program
- Reviewing and analyzing GFE documentation
- Participate in pre-construction meetings to explain District LBU program procedures and required submissions
- Provide as needed technical assistance to contractors/consultants in preparing accurate submissions
- Monitor utilization of and payments to L/SL/SLR firms on existing District projects
- Work with Project Managers to address shortfalls and develop remedies with contractors
- Prepare periodic LBU reports per District desires

#### Community Engagement & Agency Collaboration

In support to the LBU program we feel it is imperative that we communicate with the larger community about the program successes and identify opportunities to collaborate with other agencies. Inviting current and potential OUSD L/SL/SLR firms to participate in the Project Management Course hosted by the Construction Resources Center or hosting a District Contractor Academy are two such examples of the resources we plan to utilize to support the LBU program and its participants. Additionally, we would:

- Develop a standing OUSD article in local trade publications to highlight program successes and/or upcoming bid opportunities
- Develop a monthly calendar of upcoming community, business or workforce development events where presence of District staff or other partners is needed
- Coordinate with the Districts' Office of Post-Secondary Education to identify students that are interested in careers in construction and connect them with L/SL/SLR firms

Additionally, we will support the Office of the Superintendent, acting as an extension to the Office and advisor to the Communications Office, to identify other partnerships that can support the LBU program and maximize positive District exposure in Oakland's diverse communities. We understand the District's need for public relations support to liaison with key community stakeholders and assist the Board with community meetings and engagement. The LLA/LCG team has provided like services including managing media and social media, event management and preparing articles for community newspapers and organizational

newsletters. Both principals, Laura Luster and Andrea Lowe have successfully secured funding for clients to support art installations, employment programs, mentoring programs as well as solicited sponsors for client sponsored golf tournaments and other fundraising efforts. The team is prepared to lend its public relations expertise to the District as needed.

Upon discussion with the District, the LLA/LCG team could:

***Develop a Media Tool Box.*** Comprised of outreach material templates that can be tailored to specific stakeholders including local area residents or parents and students. Materials may include Project Fact Sheets, Brochures, Written and Statistical Reports and/or Data Sheets, a photo gallery, Website updates or web pages, etc.

***Provide Support for Special Events:*** We are prepared to assist OUSD in coordinating and preparing media information materials for Groundbreaking and Ribbon Cutting Events, Bike to Work Day, Walk to School Day, etc.

Additionally, because of the team's rich background and expertise in community outreach and communications, we can also offer the District the following additional services as needed:

- Assistance preparing briefings for Boards, Commissions and Elected Officials
- Grant Writing - Grant research, preparation of grant applications and tracking
- Editing support for reports, and presentations

#### ***Schedule Adherence***

During the time that LLA/LCG have worked together we understand the criticality for pro-active communication. To ensure that we meet agreed upon schedules and manage potential agency approval delays, our approach is straight forward:

- Plan the work – identify tasks and set forth timelines
- Maintain a consistent high-level quality of service and work product
- Regularly communicate with the client to monitor progress and timeframes

***Plan the work*** - the LLA/LCG team will work closely with District staff to anticipate the community outreach, compliance and public engagement services that will be required for District projects. We will identify the level of effort and resources required to achieve desired outcomes within set timeframes.

***Consistent Delivery of High-Quality Work*** - the LLA/LCG team consists of experienced community relations and business outreach/compliance staff that have a demonstrated track record in delivering timely and high-quality work. The team is committed to maintaining its record of high-quality work throughout project.

***Progress Monitoring*** – as we begin the contract, the LLA/LCG team will engage with District staff on a weekly basis to outline key tasks and ensure alignment with District goals. Subsequently, we will develop standard reporting mechanisms, including monthly reports and progress meetings, to share our progress and include a look-ahead to planned activities. These strategies will enable us to make rapid adjustments to respond to delays or unforeseen circumstances.

3. Team's K-12 Clients – LLA/LCG clients include K-12 and Community College Districts

**Project:** Fremont High School  
**District:** Oakland Unified School District  
**Scope of Project:** New Construction and renovations for Academic Buildings/Gymnasium, Athletic Field/Wellness Center/Student Union  
**LLA Services:** Cost Estimating / Cost Analysis and Assessments  
**District Contact:** Huy Hoang  
[Huy.Hoang@ousd.org](mailto:Huy.Hoang@ousd.org)  
(510) 434-5257  
**Prime Contractor:** Brent Randall, LCA Architects  
[brandall@lca-architects.com](mailto:brandall@lca-architects.com)  
(925) 944-1626  
No litigation arising from the project.

**Project:** Measure Q Bond Program  
**District:** Solano Community College District  
**Scope of Project:** Program Management of District's Bond Construction Program  
**LLA Services:** Development and Implementation of Equity Program Policy and subsequent Small, Local Diverse Business Outreach Program  
**District Contact:** Chancellor  
**Prime Contractor:** Pam Kinzie  
Kitchell CEM  
[Pam.Kinzie@solano.edu](mailto:Pam.Kinzie@solano.edu)  
(707) 864-7189  
No litigation arising from the contract

**Project:** Oakland Unified School District, Blueprint for Quality Schools



**District:** Oakland Unified School District  
**Scope of Project:** An initiative with long-lasting impact to meet the changing facility, program and educational needs of the District  
**Scope of Services:** LCG, formerly A Squared Ventures, Inc., was a subconsultant to Jacobs Buildings & Infrastructure Consultancy to provide community outreach and meeting facilitation during the Blueprint for Quality Schools community engagement process.  
**Prime Contractor:** Paul Mills  
Jacobs  
[Paul.mills@jacobs.com](mailto:Paul.mills@jacobs.com)  
(210) 403-5521

No litigation arising from the contract

# PROFESSIONAL FEES

4. Professional Fees

**L. Luster & Associates and Lowe Consulting Group  
Local Business Utilization Consultant Services  
Oakland Unified School District  
Proposed 12 Month Budget**

Task	Business Outreach & Compliance Monitoring			
	<i>Designated Staff</i>	<i>Hourly Rate*</i>		
	Laura Luster	\$195.00		
	Lupe Serrano	\$100.00		
	Monica Rice	\$70.00		
			<b>Task Cost</b>	<b>\$ 157,300.00</b>
Task	Communications, Community & Government Relations			
	<i>Designated Staff</i>	<i>Hourly Rate*</i>		
	Andrea Lowe	\$195.00		
	Jeremy McCants	\$75.00		
			<b>Task Cost</b>	<b>\$ 143,055.00</b>
	<b>DIRECT COSTS</b>			
	Design and Production of Collateral		\$	7,200.00
	Cell phone Service for Team Members		\$	1,920.00
	Parking, mileage		\$	6,000.00
	Meeting Costs (estimated at 6 large public meetings annually)		\$	12,000.00
	Contractor Academy		\$	7,500.00
	Reproduction & Printing		\$	10,000.00
		<i>Markup for Direct Costs</i>	0.10	\$ 4,462.00
		<b>Total Direct Costs</b>	\$	<b>49,082.00</b>
	<b>TOTAL PROPOSED COST</b>		\$	<b>349,437.00</b>

\* Fully burdened rates

Assumptions:

OUSD will pay the cost for translations, postage and/or direct mail.

LOCAL, SMALL LOCAL AND SMALL  
LOCAL RESIDENT BUSINESS  
ENTERPRISE PROGRAM

5. Local, Small Local and Small Local Resident Business Enterprise Program

**LOCAL BUSINESS PARTICIPATION WORKSHEET**

Prime Consultant:  
 RFQ/P: Local Business Utilization  
 Consultant Date: April 24, 2019

Team Member	Projected Percent of Total Fee Per Team Member	LBE %	SLBB %	SLBR %	City of Oakland Certification Number
<b>Prime Company:</b> Laura Luster L. Luster & Associates, Inc. 212 9 <sup>th</sup> Street, Suite 309 Oakland, CA 94607  <b>Phone:</b> 510-282-7769 Office 510-866-7065 Cell  <b>Email:</b> laura@llusterassociates.com	52%			52%	104583
Andrea Lowe Lowe Consulting Group 333 Hegenberger Road, Suite 750 Oakland, CA 94621  <b>Phone:</b> 510-986-1100 x:2  <b>Email:</b> alowe@lowecg.com	48%			48%	6802
<b>TOTAL PARTICIPATION</b>	100%			100%	

Approval - LBCU Compliance Officer



# APPENDIX

- Resumes
- Additional Data

**LAURA LUSTER, PHD. | Principal**

Dr. Laura Luster is the president of L. Luster & Associates (LLA), a professional services consulting firm located in Oakland, California. She has more than 25 years of experience designing, administering and evaluating programs aimed at augmenting business, educational, and employment opportunities for people of color, women and economically disadvantaged citizens. She has directed community planning and stakeholder involvement activities; provided equity program management; provided business outreach and contract compliance support to public agencies and private clients; and devised professional development plans for industry professionals. Her professional background also includes assisting public agencies with workforce research, policy development and programming. Dr. Luster has built her firm on the principles of honesty, integrity, and excellence in service. She is well versed in facilitating partnerships between governmental agencies, businesses, community organizations, organized labor and educational institutions.

**REPRESENTATIVE PROJECTS**

**Alameda-Contra Costa Transit District-Bus Rapid Transit (BRT) Project, Oakland, CA Project Manager.** Dr. Luster is currently assisting AC Transit in coordinating the BRT Project Outreach Team consisting of community construction relations, public/media relations support, sponsorship and branding and business impact mitigation planning for this nationally recognized \$216 million project. Key team activities include staffing a community outreach office, participating in public information meetings, fostering key stakeholder engagement, keeping businesses informed of mitigation measures, developing outreach collateral, and contributing to the project website to keep AC Transit ridership and the wider community informed of project activities. She has contributed to preparing the BRT Business Impact Mitigation Program and the BRT Outreach Plan as well as to other project related documents.

**Alameda County Transportation Commission, Local Business Contract Equity Program, Oakland, CA - Project Manager.** Dr. Luster leads the LLA team responsible for implementing the Commission's Local Business Contract Equity Program for Measure B and Measure BB funded projects. She oversees all team activities and ensures delivery of all tasks and services. The LLA team is responsible for business outreach, managing the Commission's certification program, and reporting on the utilization of local, small and very small businesses. Dr. Luster actively participates in the team's annual strategic planning and work plan development and has supervised the development of the team's outreach plans. She has also provided LBCE program review services: conducting comparative program research and making recommendations for updates and enhancements.

**KEY FACTS**

- ✓ 25+ Years of Experience in team management
- ✓ 20 Years of Experience SBE/MBE/WBE/DBE Outreach and Program Management
- ✓ Proven Track Record Working with Alameda County
- ✓ Accomplished in developing business and community outreach plans
- ✓ Expert in preparing reports for public commissions, boards and committees
- ✓ Practiced in advising leaders and department heads
- ✓ Strong commitment to equity and social justice

**EDUCATION**

PHD, Education  
Stanford University  
Stanford, CA



**Alameda County Public Works Agency, Contract Compliance, Business Outreach and Community Engagement, Hayward, CA - Project Manager.** Dr. Luster leads the LLA team that has provided contract compliance administration and business outreach to Alameda County Public Works for a decade. She oversees all team activities and ensures delivery of all tasks and services. Dr. Luster directly provides strategic planning, program review and reporting, and participates in many of the outreach events the team delivers on behalf of the Agency. Over the course of this contract, the LLA team has 1) evolved the Business Opportunities for Business (BOB) program into the County's most noted business outreach event series, 2) developed and delivered three highly successful Contractor Academies aimed at increasing the competitiveness of local contractors and preparing them for public works contracting, 3) designed and delivered the ACPWA outreach database, 4) developed a host of outreach collateral, and 5) developed outreach tracking and reporting mechanisms the Agency utilizes in reporting to the Alameda County Board of Supervisors.

**Oakland Unified School District - Fremont High School Project, Oakland, CA - LLA Supervisor** Dr. Luster oversaw the work of LLA's Cost Estimator that provided cost estimating, cost analysis and assessment services to the LCA architectural team for this \$133.2M new construction and renovation of a high school campus in Oakland.

**Solano Community College District - Small, Local Diverse Business Program, Fairfield, CA Project Manager.** Dr. Luster worked with the Chancellor and Measure Q Bond program managers to create a small, local diverse business program to encourage participation of diverse local businesses in Bond sponsored projects. She authored the policy document adopted by the Board of Trustees, drafted bid and contract language and currently leads the team that is conducting outreach to local firms.

**San Jose Evergreen Community College District - Measure G 2010 Bond Program - Business Outreach Consulting Services, San Jose, CA Project Manager.** Dr. Luster led the team that implemented the District's Local Business Outreach program for minority-owned, women-owned and small businesses to increase participation of local and diverse businesses on Bond sponsored projects. Dr. Luster contributed significantly to the production of the Demographic and Business Utilization Report. She was also the primary author of the final report to the Chancellor and Board of Trustees.

**Lupe Serrano | Public Works Contract Specialist – Technical Assistance Provider**

Ms. Serrano brings sixteen years of solid experience in public works project management, business and community outreach, contract compliance and technical assistance programming. She managed the Alameda County Public Works Agency’s Policy and Program Development unit. In this role, she directed the Agency’s Business Outreach and Technical Assistance program, was responsible for community engagement for all of the Agency’s road and flood projects and oversaw the Contract and Labor Compliance unit. She is well-versed in all aspects of public works contracting practices and procedures. She is also knowledgeable of the needs of smaller contractors and consultants. Ms. Serrano is an excellent communicator and is familiar with the Alameda County construction contracting community. Her demonstrated ability to develop productive working relationships with owners, contractors, subcontractors, union affiliates, suppliers, professional associations, and local chambers of commerce is an asset to any team.

**REPRESENTATIVE PROJECTS**

**BART, Oakland, California Outreach Project Manager.** Ms. Serrano is L. Luster & Associates’ Outreach Project Manager for our BART projects. She is responsible for delivering all DBE outreach support to BART for its upcoming Automatic Train Control System. She is generating the project’s Outreach Plan and serves as the firm’s primary liaison to BART OCR. She is working with the Automatic Train Control Project team to promote the participation of DBEs in this complex and historic project. Her intensive outreach to DBEs on this project has already resulted in notable participation of prime contractors and DBE contractors at project events. Additionally, Ms. Serrano has managed other successful outreach efforts to local firms to support BART’s general engineering solicitations.

**Alameda County Public Works Agency, Office of Policy and Program Development, Hayward, California, Manager of the Office of Policy and Program Development.** In her role as Manager, Ms. Serrano served as the Business Outreach, Technical Assistance and Contract Compliance Manager for the Alameda County Public Works Agency. She was responsible for implementing the Agency’s MWBE, DBE and SLEB programs. She supervised the Agency’s outreach consultants and managed the planning and delivery of project information meetings, technical assistance workshops, and outreach events, including the PWA’s highly successful Building Opportunities for Business (BOB) series and the annual Contractors’ Academy. Ms. Serrano presented MWBE, DBE and SLEB requirements at pre-bid meetings, analyzed bids for MWBE, DBE and SLEB compliance and goal attainment, and monitored project contractors for compliance with MWBE and DBE goals. She was responsible for the production project outreach materials including project fact sheets, Capital Improvement Program brochures, etc. She has participated on Board appointed committees related to business and workforce development in Alameda County.

**KEY FACTS**

- ✓ 16 Years’ Experience SBE/MBE/WBE/DBE Outreach and Program Management
- ✓ Extensive Business and Public Outreach, Event Planning and Delivery
- ✓ Experienced Contract Compliance Manager
- ✓ Small Business Technical Assistance Planning, Workshop Curriculum Development Experience
- ✓ Knowledgeable of Local Contracting Community

**EDUCATION**

M.A. Social Work, University of California, Santa Barbara, CA  
 B.A. Sociology/Law, University of California, Berkeley, CA

## Monica Rice | Business Outreach Specialist

Ms. Rice brings over a decade of practice in business and community engagement in Oakland and Alameda County. She possesses significant expertise in outreaching to businesses to inform them of contracting opportunities and promote attendance in outreach events. Ms. Rice has planned and managed the logistics for large public events, hosted events on behalf of public agencies, and prepared meeting agendas, presentations, notes and post event reports. Her exceptional organizational skills make her an asset to any outreach effort.

### REPRESENTATIVE PROJECTS

**Alameda County Public Works Agency, Hayward, California Outreach Specialist** Ms. Rice works with other LLA team members to provide community outreach for Agency flood and road projects as well as grant programs such as Safe Routes to Schools and the Bicycle & Pedestrian Program. She has completed door-to-door notifications of upcoming construction work or public meetings to impacted business and residents, staffed advisory committee meetings, handled logistics for public meetings, staffed public meetings and assisted with planning and agenda and project collateral development.

**BART, Oakland, California Outreach Specialist.** Ms. Rice is a member of LLA's team that provides business outreach services to BART. She has worked on BART's Automatic Train Control Project to promote the participation of DBEs; reaching out to businesses to inform them of the project and to encourage attendance at key project information events. Additionally, she has provided logistical support and staffed these outreach events

**AC Transit East Bay Bus Rapid Transit Project (BRT), Oakland, California Community Outreach Specialist.** Ms. Rice has been actively engaged in providing public and business outreach for the BRT project for the past five years. She has organized merchant events, coordinated team interviews with stakeholders, developed outreach tracking spreadsheets, prepared meeting notes and assisted in producing outreach collateral. She has been responsible for securing event venues, coordinating translations for project collateral and public events, arranging for catering and preparing meeting materials to support project outreach and community engagement activities.

**Oakland Convention & Visitors Bureau, Oakland, California Office Manager and Executive Assistant.** Provided executive support to the Executive Director and Executive Board of Directors. Prepared all financial accounting reports and successfully completed an external audit for a \$1.1 million dollar publicly funded operating budget. Received City Council special recognition for outstanding financial records management. Worked closely with the Executive Board to coordinate marketing and promotional efforts. Cultivated strategic relationships with City agencies, public officials and community organizations to coordinate marketing programs. Managed Destination Oakland marketing committee that raised \$50K to produce a promotional video highlighting the city as a destination for conventions and leisure travel. Managed all aspects of event production including logistics, corporate sponsorships, volunteer recruitment and ticket sales.

#### KEY FACTS

- ✓ 15+ Years of Experience progressive business management and outreach
- ✓ Knowledgeable of Oakland and East Bay communities
- ✓ Business and community event expertise
- ✓ Strong background in budgeting
- ✓ Commitment to equity and community engagement

#### EDUCATION

A.A. Political Science,  
College of Alameda (in progress)  
Certificate, Corporate & Association Events, San Francisco State University



## Summary of Qualifications

Andrea Lowe has fifteen years of progressive experience in supplier diversity, contract compliance, development and implementation of community benefit programs, design & delivery of technical assistance and professional development courses. Mrs. Lowe has direct experience working with agencies, owners, prime and subcontractors in implementing workforce and business utilization programs.

### Educational Background

**Golden Gate University**  
Masters in Applied Psychology  
*Emphasis in Industrial/  
Organizational Psychology*

**UC Berkeley**  
B.S. in Organizational Behavior  
and Finance

**Golden Gate University**  
Adjunct Professor;  
Organizational Psychology  
2001 - 2003

**American Contract  
Compliance Association  
Conference**  
Participant; 2008, 2009, 2010 &  
2015

### Relevant Skills

- Curriculum development and facilitation
- Staff development and training
- Ability to interact with diverse communities and manage varying perspectives
- Proven record of leveraging resources to support community based organizations and initiatives

### Relevant Experience

**Lowé Consulting Group, Inc. – August 2006 to Present Oakland, CA  
President & CEO**

- **Alameda County:** Implement & monitor contractor compliance with the Project Stabilization/Community Benefits Agreement on behalf of Alameda County. Developed a pipeline of “Disadvantaged Resident Workers” that are ready, willing, and able to enter apprentice programs and work on County projects.
- **AC Transit: Bus Rapid Transit (BRT) Project,** Administer Project Labor Agreement and associated provisions, assist staff with outreach to small and diverse businesses regarding contracting opportunities, community relations support to residents, businesses, and agencies along project corridor.
- **San Francisco Bay Area Rapid Transit District:** Small Business Supportive Services Lead for the Warm Springs LTSS Project; develop and implement comprehensive program involving one-on-one, seminar and web-based training for small businesses under contract on the project. Support areas include estimating, scheduling, labor compliance, finance and accounting and other construction related areas.
- **Flatiron/Parsons JV:** Community Benefits & Compliance Manager for the BART Oakland Airport Connector Project; develop and provide oversight for the project’s Community Benefits Plan including DBE utilization oversight and overall reporting; subcontractor and community outreach; participate in project local hire committee; oversight of workforce goal attainment; and oversight of web-based reporting systems.
- **Turner Construction Company:** Community Affairs program support for the Oakland Airport Terminal 2 Improvement Project & East Oakland Sports Center; Responsibilities include compliance with targeted hiring goals; implementing youth development programs; construction management course for small local businesses in Oakland and San Francisco; and monitoring labor compliance & business utilization goals.



Andrea H. Lowe  
President & CEO

- **Clark Construction Company:** Community Benefits Program for the Alameda County Highland Hospital Replacement Tower Project; developed and implemented comprehensive community benefits program including programming for local youth, businesses, community-based organizations, and neighboring residents.
- **Emeryville Unified School District:** Developed the Community Benefits Agreement for the Emeryville Center for Community Life; for EUSD's use during the construction phase of the Emeryville Center for Community Life.
- **San Francisco Bay Area Rapid Transit District:** Conducted outreach to local contractors interested in bidding on the Earthquake Safety Program and Warm Springs Extension.
- **Merriwether & Williams:** Developed, marketed, and implemented seven (7) technical assistance courses for the SF Municipal Transportation Authority's Business Works Program. This was the agency's first initiative to provide training to small/local contractors seeking to bid on SFMTA Projects.

#### Other Work Experience

- **Turner Construction Company** – Community Affairs Director
- **INROADS/ Northern California, Inc.,** - Managing Director
- **Bank of America** - Human Resources Generalist

#### Community Involvement

**East Oakland Youth Development Center**  
Past Board Member

**ACE Mentorship Program**  
Past Team Lead

**Oakland Workforce Investment Board**  
Past Member

**Rebuilding Together Oakland**  
Team Leader

**Leadership Oakland**  
Participant - 2002

#### Presentations

**Airport Minority Advisory Council, 2003**  
Developing Innovative DBE Programs



**Summary of Key Qualifications**

Jeremy has in-depth experience working with community groups and local advocacy organizations. He has conducted outreach to varied stakeholders and managed administrative tasks to ensure deadlines are met and project operations run efficiently.

**Educational Background**

**Morehouse College, Atlanta, GA**  
B.A. in Religion, Minor in Music

**The Divinity School at Duke University, Durham, NC**  
Masters of Divinity

**Relevant Skills**

Data Analysis & Bookkeeping

Event Planning

Consensus Building

**Relevant Trainings**

Foundation for Fair Contracting:  
Prevailing Wage Compliance /  
Labor Compliance Workshop

**Relevant Experience**

**Low Consulting Group, Inc. – February 2019 to Present**

- **Alameda County: Project Stabilization /Community Benefits Agreement.** Manage communication process between Alameda County Social Services Agencies and Capital Improvement projects. Implement strategy to inform local residents of construction careers and opportunities with current construction projects.
- **AC Transit: East Bay Bus Rapid Transit Project.** Conduct weekly site visits and compare site visit information with certified payroll report data. Monitor trucking and ensure collection of Caltrans Owner Operator forms or certified payroll. Collaborate with pre-apprentice training programs to identify individuals ready, willing, and able to work. Conduct construction career awareness presentations to local community & educational organizations.
- **Signature Properties: Brooklyn Basin Project.** Support compliance oversight of Brooklyn Basin project. Assist subcontractors in meeting the established local hire goals. Identify Oakland residents ready, willing and able to work and provide referrals to contractors based on trade requests. Assist with preparation of quarterly Joint Administrative Committee meetings.

**Other Work Experience**

- **LIVE FREE/Faith in Action,** Executive Assistant – January 2018 to February 2029
- **Bayshore Christian Ministries,** Middle School Program Manager – July 2017 to January 2018
- **Operation Xcel,** Site Director, February 2017 to July 2018





Public Works Agency  
Alameda County

# Center Street IMPROVEMENT PROJECT



## Construction Overview — April 2019



### ABOUT THE PROJECT

The Center Street project will improve pedestrian access and bicycle safety for school children traveling to and from Creekside Middle School. A livable community with complete streets that benefit all roadway users, especially pedestrians and bicyclists is envisioned.

#### Project Features

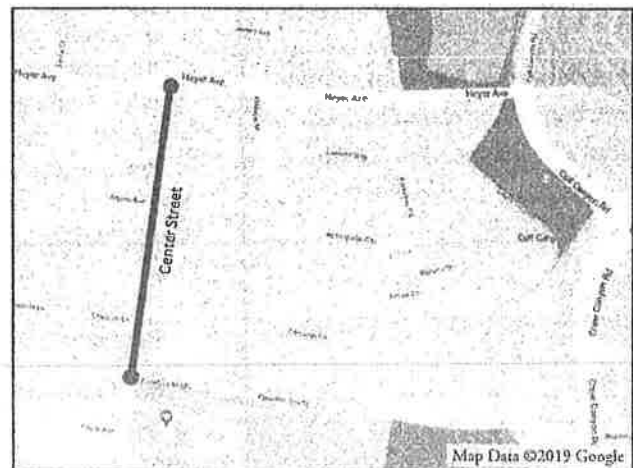
- Concrete Sidewalks, Curbs and Gutters
- Class III Bicycle Routes with Sharrows
- Stormwater Treatment Measures
- Pedestrian Ramps
- High Visibility Crosswalks

### CONSTRUCTION DETAILS

During construction, motorists may experience some minor delays moving through the area. However, construction activities will be minimized during the hours before 8:30 a.m. and after 3:30 p.m. to lessen traffic impact. Also, work will be limited in the area of the schools or along the bike lanes during “Bike To Work Day” on May 9, 2019.

### CONSTRUCTION SCHEDULE

Construction on the Center Street Improvement Project is scheduled to start in Spring 2019 and be completed by Fall 2019  
*(Schedule subject to change)*



### PROJECT LIMITS

The project area is along Center Street from Paradise Knolls to Heyer Avenue in Castro Valley and is approximately 1400 feet long.

For project updates: [www.acpwa.org](http://www.acpwa.org) | [info@acpwa.org](mailto:info@acpwa.org) | (510) 670-5591

## Why BOB is Good for Your Business

Access to ACPWA staff & project engineers

Information about upcoming business opportunities

Connection to public agencies, firms & business resources

BOB fosters the participation of small and local contractors, consultants and vendor businesses through outreach, education and technical assistance. Participation and opportunities include:

BOB Breakfast Series

Direct Outreach on Capital Projects

Annual Construction Contractors' Academy

*"These benefits help me keep up to date with trends—a great asset in today's fast-paced world."*

Diana Layseca, Senior Marketing Specialist,  
Bar Tashib, Inc.

## Questions?

### Want More Information?

*We're here to assist you!*

**Contact:**

Lorena Arroyo  
Business Outreach Specialist  
(510) 670-5521  
businessoutreach@acpwa.org

To join our mailing list and find out more about BOB events and services, please email [businessoutreach@acpwa.org](mailto:businessoutreach@acpwa.org) or call (510) 670-5521.

For more information about current

construction projects, call the

**Construction Hotline**

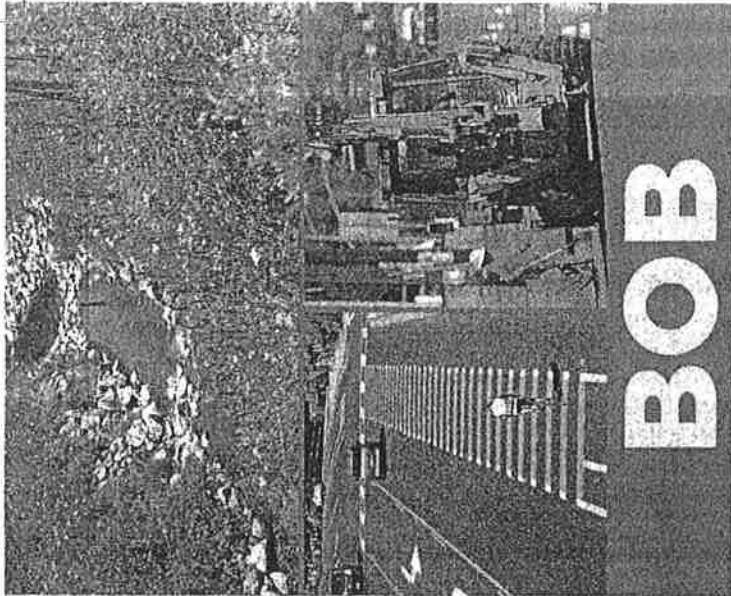
**(510) 670-5591**



Public Works Agency  
— Alameda County —

Alameda County Public Works Agency  
399 Elmhurst Street, Hayward, CA 94544

[www.acpwa.org](http://www.acpwa.org)



## Building Opportunities for Business



Public Works Agency  
— Alameda County —

[www.acpwa.org](http://www.acpwa.org)



## ***Building Opportunities for Business (B.O.B)***

### **When**

Friday, January 25, 2019 from  
8:30 AM to 10:30 AM PST

[Add to Calendar](#)

### **Where**

**Alameda County Public Works  
Agency**

951 Turner Ct, Room 230  
Hayward, CA 94545



[Driving Directions](#)

### ***Upcoming Contracting Opportunities***

You are invited to our 2019 B.O.B. Breakfast Kick-off! This is the first of a series of informational meetings targeting local businesses interested in working with ACPWA. These breakfast meetings are intended to promote local business-to-business AND business-to-agency relationship building.

We will have speakers from ACPWA and from the partnering agencies listed below. All speakers will present or provide information regarding upcoming contracting opportunities with their agency.

- ***General Services Agency (GSA)***
- ***East Bay Municipal District (EBMUD)***
- ***Alameda-Contra-Costa Transit District (AC Transit)***
- ***Alameda County Transportation Commission (ACTC)***
- ***Port of Oakland***

Take this opportunity to network with other firms and key Agency representatives who will present information on upcoming work, project details, and contracting opportunities for **small, local, emerging businesses and disadvantaged/minority/women contractors.**

### **Register Now!**

[I can't make it](#)

Thank you and we look forward to seeing you! If you have any questions, please contact me at anytime.

**Sincerely,**

Lorena Arroyo, Business Outreach Specialist  
Alameda County Public Works Agency  
lorena@acpwa.org  
510-670-5521

## Building Opportunities for Business (BOB)

# Construction Contractors' Academy

### When

Saturday, September 29, 2018  
from 8:00 AM to 12:00 PM PDT  
Saturday, October 6, 2018  
Saturday, October 13, 2018  
Saturday, October 20, 2018

From 8:00am to 12:00pm

[Add to Calendar](#)

### Where

**Alameda County Public Works Agency**  
399 Elmhurst Street (Auditorium)  
Hayward, CA 94544



[Driving Directions](#)

### Greetings!

Alameda County Public Works Agency (ACPWA) in partnership with General Services Agency (GSA) is offering the Fifth Annual Contractors' Academy **FREE** to all attendees and includes breakfast!

Small/local/minority and woman-owned businesses are encouraged to attend!

By registering for this Contractor Academy, you agree to attend **all four Saturday sessions**. If you are not able to attend all four, please inform us immediately.

### **SESSION 1: ESTIMATING AND BIDDING PART 1 - SATURDAY, SEPTEMBER 29, 2018**

This session provides an overview of how counties and other public agencies manage bidding for construction services, and the types of contractual relationships firms enter when they do public work. Multiple "real-world" handouts are provided that will assist participants to prepare successful bid documents. Topics include:

- Understanding specifications; scope letters
- Estimating jobs efficiently; bid and pricing process; unit and lump sum pricing
- Typical bid formats
- Bonding and insurance requirements
- Job walks; union/non-union issues roles of the general contractor and the subcontractor

### **SESSION 2: ESTIMATING AND BIDDING PART 2 - SATURDAY, OCTOBER 6, 2018**

Part 2 - Estimating and Bidding, this session drills down for more in-depth information on how to prepare successful bids. Additional information on the topics presented in Part 1. multiple handouts are provided. Topics include:

estimated values. Agency staff responsible for bidding and securing these services will be on hand to explain the bid procedures and provide specifics about the insurance, bonding and other requirements. Academy participants will have the opportunity to present the reps with information about their firm's history and capabilities.

Topics include:

- Bid Format Do's and Don'ts;
- Performance Expectations and How to Get Repeat Work
- Invoicing Do's and Don'ts.

**Presented by Ed Duarte**, CEO of Aztec Consultants, a professional construction management & general contracting firm founded in 1986. Aztec specializes in public works, commercial, retail, and institutional construction projects. Mr. Duarte has served as mentor to many construction subcontracting firms throughout northern California and has taught numerous technical assistance workshops for Caltrans, the City of Oakland, Port of Oakland and the Small Business Administration. This will be Ed's fifth year with the Academy. Participants have consistently praised Ed's teaching style and subject matter knowledge.

### **Register Now!**

I can't make it

If you have additional questions, please don't hesitate to call or email me at the number below.

We look forward to seeing you at the Contractor Academy!

**Sincerely,**

Lorena Arroyo, Business Outreach Consultant  
L. Luster & Associates  
lorena@acpwa.org  
510-670-5521



san José evergreen  
COMMUNITY COLLEGE DISTRICT

Sample multilingual  
Program Fact Sheets  
produced by LLA for  
clients.

## Programa de Alcance a Empresas Locales para Negocios de Minorías, Mujeres y Pequeñas Empresas

Los votantes aprobaron la Proposición 39 que consistía de las medidas G-2004 y G-2010 para bonos de obligación general del Distrito de Colegios Comunitarios de San José y Evergreen (San José Evergreen Community College District). Los fondos provistos por estos bonos los invierte el Distrito para:

- Modernizar sus instalaciones
- Construcción de aulas y laboratorios aplicando usos eficientes de energía que incluyen la tecnología actual
- Modernización de sistemas de electricidad, fontanería, y calefacción/ventilación
- Trabajar con el objetivo de lograr máxima eficiencia, tanto en nuestro medio ambiente escolar como en nuestra infraestructura

¡Estas medidas de bonos han incrementado también las oportunidades de negocio para empresas locales, y negocios con propietarios de orígenes diversos!

**El Distrito de SJECCD necesita empresas diversas en una variedad de especializaciones:**

- **Sistemas Audio Visuales**
- **Servicios de mantenimiento automovilístico y provisión de piezas de mantenimiento o reparaciones**
- **Servicios y productos de mantenimiento para edificios:**  
Cerrajeros, Mudanzas, Sanidad e Higiene, Control de Plagas, Fontanería, Protección, Seguridad, Energía Solar, Limpieza de Ventanas, Reparación de Maquinaria, y Eliminación de Deshechos y Basura
- **Transporte de Autobús**
- **Servicios de Cosmetología, Servicios Dentales, Provisión de Equipo y Productos Médicos**
- **Servicios de Catering/Provisión de Alimentos y Comidas**
- **Construcción – TODOS los Oficios, Especialidades, y Productos relacionados**
- **Sistemas, Servicios y Equipo Informáticos y de Telecomunicaciones**
- **Servicios Ambientales, de Planificación, Arquitectura y Sísmicos**
- **Contabilidad Financiera y Auditoría**
- **Suministro de productos Educativos y de Oficina – DE TODO TIPO**
- **Señales, Rótulos, Avisos**
- **Equipo y Uniformes Deportivos**
- **Y MUCHO MAS!**



**Objetivos del Programa de Alcance a Empresas Locales:**

- Promover oportunidades de negocio para empresas pequeñas, locales y de propietarios de orígenes diversos para que participen en la procuraduría de productos y servicios del Programa de Bonos del Distrito con fondos de la Medida G-2010
- Lograr que un mínimo de 18% del total que se invierte en contratos de construcción, servicios y adquisición de productos sean otorgados a empresas pequeñas, diversas y locales
- Fortalecer el desarrollo económico y la prosperidad de empresas pequeñas, locales y con propietarios diversos
- Proveer enseñanza gratis en áreas como interacciones comerciales, capacitación empresarial, y servicios educativos para preparar a estas empresas a obtener oportunidades de negocio con el Distrito

L.Luster & Associates es la firma de consultores para el Programa de Alcance del Distrito

Para más información, comuníquese con: Joan Fisher, Administradora del Programa

Tel.

510.509.8445

E-Mail:

Outreach@LLusterassociates.com

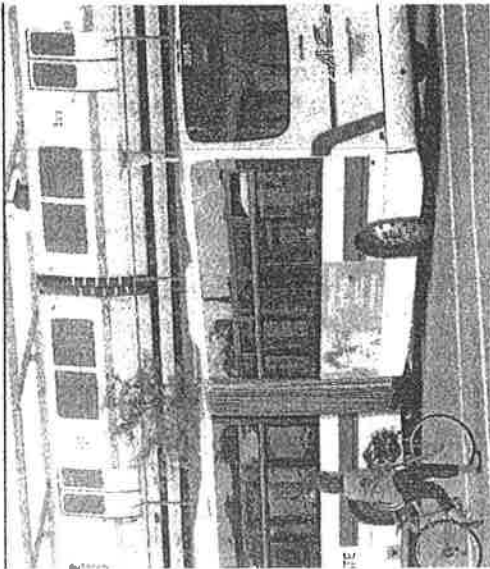
Visite el sitio cibernético del Distrito: [sjeccd.edu](http://sjeccd.edu) y cliquee en la marca "Bid Opportunities"

Alameda CTC is seeking small and local businesses to design and build the next wave of transportation programs and projects in Alameda County. Contact the Alameda CTC Certification Team to get certified today.

**Alameda CTC Certification Team**

Phone: 510.208.7460

E-mail: [certification@alamedactc.org](mailto:certification@alamedactc.org)



**Get certified today!**

**Contact:**

**Alameda CTC Certification Team**

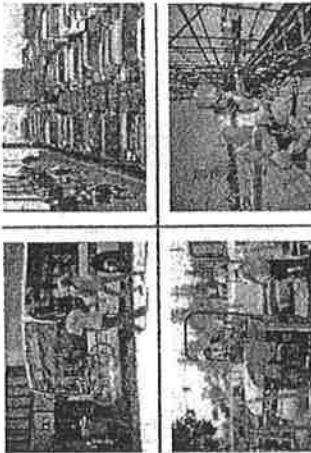
Phone: 510.208.7460

E-mail: [certification@alamedactc.org](mailto:certification@alamedactc.org)



# Local Business Contract Equity Program

Plan • Fund • Deliver



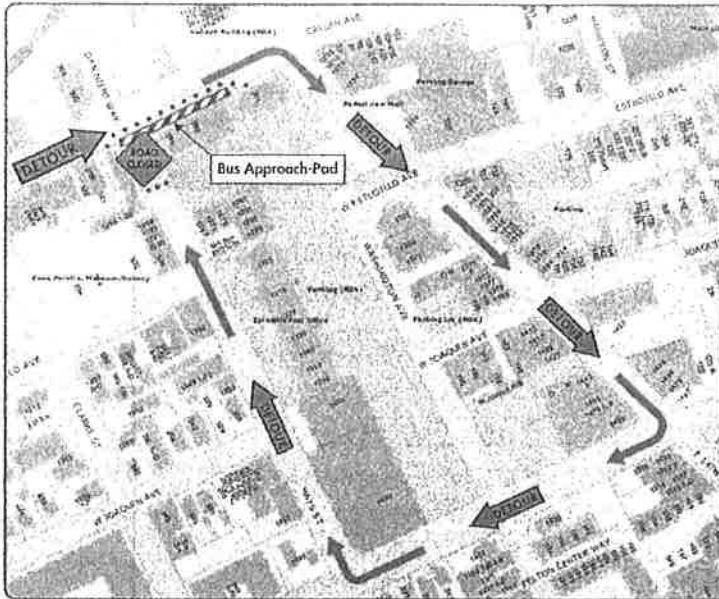
**Alameda County Transportation Commission**

1111 Broadway, Suite 800

Oakland, CA 94607

[www.AlamedaCTC.org](http://www.AlamedaCTC.org)

[www.AlamedaCTC.org](http://www.AlamedaCTC.org)



East Bay Bus Rapid Transit

# CONSTRUCTION ADVISORY

# AVISO DE CONSTRUCCIÓN

**WHAT:** Hays Street in San Leandro between Davis Street and the first driveway into Washington Plaza will be **CLOSED TO ALL TRAFFIC** from 8/20/18 to 9/20/18. Commercial delivery trucks will be detoured to Hays St. via E. 14th St. and W. Juana Ave. Other vehicles can enter the Plaza from E. 14 Street and W. Juana Avenue.

**QUÉ:** La calle Hays Street en San Leandro estará **CERRADA PARA TODO EL TRÁFICO** entre Davis Street y la primera entrada de vehículos a Washington Plaza Desde el 20 de agosto al 20 de septiembre. Los camiones de entregas comerciales se desviarán a Hays St. pasando por E. 14th St. y W. Juana Avé. Otros vehículos pueden entrar a la Plaza desde E. 14th Street y W. Juana Avenue.

### WHERE & WHEN:

**Hays Street Closure Between Davis St. and the First Driveway into Washington Plaza**

**August 20<sup>th</sup> to September 20<sup>th</sup>**

*Dates subject to change based on weather and field conditions.*

### DÓNDE Y CUÁNDO:

**Cierre de Hays Street entre Davis St. y la primera entrada de vehículos a Washington Plaza**

**Desde el 20 de agosto al 20 de septiembre**

*Las fechas están sujetas a cambios en función de las condiciones meteorológicas y del terreno.*

**CONTACT:** Geoffrey Johnson  
Community Construction Relations Manager  
(510) 681-3962 (cell) | brtgjohnson@actransit.org  
BRT Information Center: (510) 891-5478  
BRT Website: brt.actransit.org

**CONTACTO:** Geoffrey Johnson  
Gerente de Construcción y Relaciones Comunitarias  
(510) 681-3962 (móvil) | brtgjohnson@actransit.org  
Centro de Información del BRT: (510) 891-5478  
Página web del BRT: brt.actransit.org

## EAST BAY **BRT**

Revolutionizing Public Transit

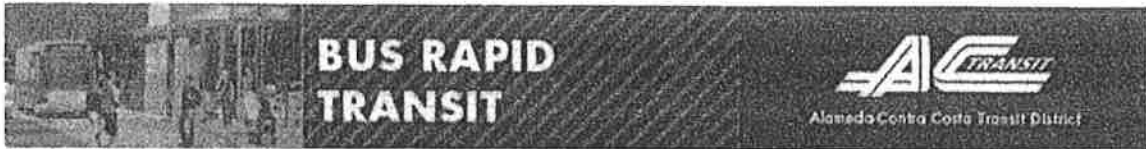
**AC Transit Bus Rapid Transit (BRT)** is a bus service that mirrors the frequency, reliability and safety of light-rail train service without the high cost. BRT will operate along a 9.5-mile corridor from San Leandro BART Station to Downtown Oakland, primarily along International Blvd and East 14th Street.

## **BRT DEL ESTE DE LA BAHÍA**

La revolución del transporte público

**El Autobús de Tránsito Rápido (BRT) de AC Transit** es un servicio de autobús que ofrece la misma frecuencia, seguridad y fiabilidad que un servicio de tren ligero sin los grandes costes. El BRT funcionará a lo largo de un corredor de 9.5 millas desde la estación BART de San Leandro hasta Downtown Oakland, principalmente a lo largo de International Boulevard y East 14th Street.





Please scroll down for translations in other languages. | Desplácese hacia abajo para ver traducciones en otros idiomas | 请向下滚动查看其他语言的翻译 | Vui lòng cuộn xuống để dịch các ngôn ngữ khác

## **Construction on AC Transit's innovative East Bay Bus Rapid Transit (BRT) Project is underway in the Fruitvale!**

BRT is often called "light rail on wheels" because it brings the frequency, safety, and reliability of light rail to the bus rider. The service will run primarily along International Boulevard between downtown Oakland and the San Leandro BART Station, arriving every seven minutes during peak times. This revolution in East Bay transportation will begin serving the community by the end of year!

**Construction of the BRT between 31<sup>st</sup> Avenue and 41<sup>st</sup> Avenue is underway.** Crews will build new curb ramps and bus stations; new lighting and traffic signals will be installed; and International Boulevard will finally be repaved!

In order to complete this work as quickly as possible, and with minimal disruption to the Fruitvale's businesses and residents, some weekend and evening work may occur.

If you have any questions about the project, please contact Jorge Velasco, Community Construction Relations Manager at 510-926-1136 (cell) or via email at [brtjvelasco@actransit.org](mailto:brtjvelasco@actransit.org).

You can also visit AC Transit's BRT Information Center at 3322A International Boulevard or call the BRT hotline at (510) 891-5478 for assistance – se habla español.

For more information about the East Bay BRT, and to receive the latest construction updates, visit the BRT website at [brt.actransit.org](http://brt.actransit.org).

## **BRT) 项目开始在 Fruitvale 施工了!**

BRT经常被称作“轮子上的轻轨”，因为它的高频率、安全性和可靠性，能为乘客带来轻轨一样的乘车体验。巴士主要沿着 International Boulevard 行驶，来往于 Oakland 市中心和 San Leandro BART 车站之间，高峰期每7分钟一班。这项为东湾交通带来变革的服务将于年底开启!

**31<sup>st</sup> Avenue** 和 **41<sup>st</sup> Avenue** 之间的施工活动于这周开始。施工人员将修建新的路缘坡道和公交车站；安装新的照明灯和交通信号灯；重新铺设 International Boulevard!

为了尽快完成工作，并尽可能地减少对 Fruitvale 的企业和居民的干扰，我们可能会在周末和晚上施工。

如果您对该工程有任何疑问，请联系 Jorge Velasco, 社区建设关系经理，电话:(510) 926-1136 (手机)，或电子邮箱：[brtjvelasco@actransit.org](mailto:brtjvelasco@actransit.org)。

您也可以造访 AC Transit 的 BRT Information Center，地址为 3322A International Boulevard，或致电 BRT 热线：(510) 891-5478。

更多有关东湾 BRT 的详情，以及施工更新，请访问 BRT 官网：[brt.actransit.org](http://brt.actransit.org)。

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## **Công trình xây cất trong Dự Án Hệ Thống Chuyên Chở Tốc Hành Đông Vịnh (BRT) tân tiến của AC Transit đang khởi sự tại Fruitvale!**

BRT thường được gọi là “xe điện nhẹ trên bánh xe” vì nó mang lại mức thường xuyên, an toàn và đáng tin cậy của xe điện nhẹ cho người đi xe buýt. Dịch vụ này sẽ chạy phần chính là dọc theo International Boulevard giữa trung tâm thành phố Oakland và Trạm BART tại San Leandro, cứ mỗi bảy phút thì có một chuyến vào giờ cao điểm. Cuộc cách mạng về chuyên chở tại East Bay này sẽ bắt đầu phục vụ cộng đồng vào cuối năm nay!

**Công trình xây cất của BRT ở giữa 31<sup>st</sup> Avenue và 41<sup>st</sup> Avenue được dự kiến sẽ bắt đầu trong tuần này.** Các toán công nhân sẽ xây dựng các con dốc ở lề đường và trạm xe buýt mới; đèn đường và tín hiệu giao thông mới sẽ được gắn; và cuối cùng International Boulevard sẽ được tráng lại!

Để hoàn thành công việc này càng nhanh càng tốt, và với sự gián đoạn tối thiểu đối với các doanh nghiệp và cư dân của Fruitvale, một số công việc cuối tuần và buổi tối có thể xảy ra.

Nếu quý vị có bất kỳ câu hỏi nào về dự án, xin vui lòng liên lạc với Jorge Velasco, Giám Đốc Giao Tiếp Xây Dựng Cộng Đồng, ở số 510-926-1136 (điện thoại di động) hoặc qua email tại [brtjvelasco@actransit.org](mailto:brtjvelasco@actransit.org).

Quý vị cũng có thể ghé thăm Trung Tâm Thông Tin BRT của AC Transit tại 3322A International Boulevard hoặc gọi đến đường dây nóng BRT ở số (510) 891-5478 để được hỗ trợ - se habla Español.

Để biết thêm thông tin về BRT Đông Vịnh, và nhận được các chi tiết cập nhật mới nhất về công trình xây cất, hãy vào xem trang web BRT tại [brt.actransit.org](http://brt.actransit.org).



East Bay Bus Rapid Transit

## ATTENTION: NOTICE OF UPCOMING CONSTRUCTION WORK

October 28, 2016

Dear Neighbor,

AC Transit's innovative East Bay Rapid Transit (BRT) Project is underway. BRT is a bus service that mirrors the frequency, reliability and safety of light-rail train service without the high cost. BRT will operate along a 9.5 mile corridor from downtown Oakland to the San Leandro BART Station, primarily along International Blvd and East 14<sup>th</sup> Street.

Construction in San Leandro is scheduled to begin between late November and early December. The construction activity to build the stations and infrastructure for the BRT system may include: demolition, excavation, pipe installation, paving, traffic signals, platform construction, curb ramps, lighting and landscaping. As part of the BRT project, you may also see local utility companies such as PG&E, EBMUD, AT&T and others working to relocate utility lines to make way for the new BRT infrastructure. While not all work by these companies will be associated with the BRT project, some of it will be.

We know that major construction can be an inconvenience to your normal activity. In an effort to minimize disruptions, we have limited construction days to Monday - Friday between the hours 7 a.m. and 4 p.m. While we do not anticipate deviations from this schedule, certain construction work may require operations to extend through 7 p.m., and possibly Saturdays and nights (if approved by the Cities of Oakland, San Leandro and Caltrans.)

All construction will be performed by East Bay based general contractor OC Jones & Sons, Inc. and their subcontractors. The contractors will not need to access your building or property. Nevertheless, safety is the primary goal during construction, so the contractor may temporarily post signs that restrict or reroute vehicles, pedestrians, bicycles and parking. Please abide by all posted construction signs and DO NOT enter any designated construction area.

AC Transit and our contractor are committed to ensuring that you remain informed of all construction activities in your neighborhood. Should you have any questions or concerns, please contact us in one of the following ways:

### Contact our Community Construction Relations Managers (CCRM)

- Geoffrey Johnson at (510) 681-3962 (cell) or via email: [brtgjohnson@actransit.org](mailto:brtgjohnson@actransit.org)
- Jorge C. Velasco at (510) 926-1136 (cell) or via email: [brtjvelasco@actransit.org](mailto:brtjvelasco@actransit.org)

### Contact AC Transit's Legislative Affairs and Community Relations Department

- Claudia Burgos at (510) 701-2935 (cell) or via email: [cburgos@actransit.org](mailto:cburgos@actransit.org)

Visit the BRT Information Center at 3322A International Blvd. or call the Center at (510) 891-5478

Visit the BRT website for the latest updates on the construction schedule at [brt.actransit.org](http://brt.actransit.org)

We ask that you pardon our dust and appreciate your patience as we invest in our communities to improve public transit options in the East Bay.

Sincerely,  
AC Transit

BRT Information Center- 3322A International Blvd Oakland, CA 94601  
510-891-5478 [brt.actransit.org](http://brt.actransit.org) [brt@actransit.org](mailto:brt@actransit.org)

# BART-Warm Springs Extension

## Technical Assistance Program

### NEEDS ASSESSMENT

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#### Purpose

The Bay Area Rapid Transit (BART) Warm Springs Constructors Team is implementing a Technical Assistance Program (TAP) for contractors working on the BART Warm Springs Extension Project as an additional means by which to assist certified Small (SBE), Minority (MBE), Women and Disabled Veteran Businesses working on the project.

The primary objective of the program is to increase business opportunities and partnerships with MBE and other firms while developing long-term relationships. One strategy of the TAP is to expand the managerial and technical knowledge of each contractor with access to the program. In order to provide unique technical support, an assessment of each firm's individual need is necessary.

An individualized Subcontractor Development Plan will be established based on your needs identified in this assessment. Timelines and Milestones generated as a result of your requests for assistance will be monitored and evaluated to support your developmental success.

#### Please complete the following:

1. Once you have been awarded a contract, which areas of doing business have been most challenging?
2. Which type of training courses have you or your employees attended in the last year and how have they helped you progress in your business? Discuss how general or specific the curriculum was and whether or not it was productive for you.
3. Which software programs are you utilizing to complete your work? (Examples: *LCP Tracker* - Certified Payroll, *Timberland* - Estimating, *Microsoft Project* - Project Management, *Primavera* - Scheduling, etc.) is your company using and is it working well for you?
4. Are the construction related software programs you utilize user friendly or does anyone in your staff require additional training to become proficient?
5. What type of specific courses would you take if made available to you? (Examples: planning, scheduling, managing work load etc.)
6. What aspect of project management do you need assistance with? (Examples: Tracking, projection, problem resolution, cost analysis etc.)

Operations Assessment (Example: The allocation of personnel and equipment according to the project's budget. )

1. Equipment & materials
2. Contract review
3. Reviewing & interpreting policy
4. Scheduling & purchasing

Are there any other areas you need assistance with?

**Contractor Record**

**Business Information:**

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Business start date: \_\_\_\_\_

Number of full-time employees: \_\_\_\_\_

Number of current part-time employees: \_\_\_\_\_

Specialty: \_\_\_\_\_

**Legal Structure:**

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

Other (Specify) \_\_\_\_\_

**Acknowledgement**

**Small Business Contractor**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Support Services Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

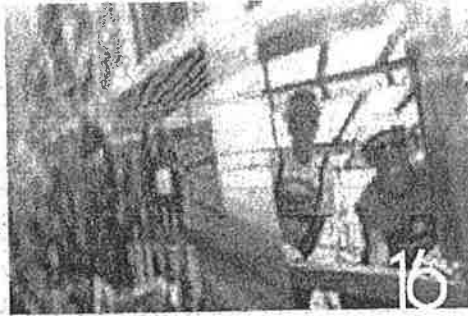
\_\_\_\_\_  
Signature

# ABOVE +

BUILDING A HEALTHY FUTURE FOR OAKLAND

KAISER PERMANENTE

**MCCARTHY**  
THIRD EDITION



**Building Better Communities**

The Oakland Medical Center Replacement Project shows the real work of developing local building capacity through innovative approaches by Kaiser Permanente, McCarthy Building Company, and A Squared Ventures.

**From Theory to Practice**

MBC's Simon Gregson shares the challenges and rewards of dynamic engagement.

**Thank You from a Construction Management Protégé**  
A Letter from Turner Group Construction's John Howell

**Building a Better Workforce**

Profiles of Cypress Mandela Training Center graduates Jamil Bracy and Steve Dawson.

**The Future of the Workforce**

Ariana Willie, Kaiser Permanente and Andrea Lowe, A2V, discuss the genesis of the ACE Mentor program, and former mentee, Samantha Huang, talks about her experiences in it.

**Kaiser Permanente's Summer Internship Program**

Profile of Intern Kanukai Chigamba's summer learning opportunities.

**Corbin Construction**

A look at Corbin Construction and its principal, Josef Corbin.

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**Turner Group Construction**

A talk with LaTanya Hawkins, President of Turner Group Construction.

**Baines Group**

Interviews with principals Elizabeth Norris-Baines and Michael Baines.

**Focon, Inc.**

Principal Michael Seals shares his history in the construction industry.

**Design Assist Protégé – DAL Tech**

Principal, Bryant Fields, relates his background and discusses the work he's done on the OMCR.

**Technical Assistance Program – Training Day**

Consultant Joel Josehart leads a workshop on Dispute Resolutions.

**Thank You from a Construction Management Protégé**

A Letter from Baines Group's Chris Ellis.

**Tradeswomen Inc.: Jackhammers and Sisterhood**

A look at the gala thrown by Tradeswomen, Inc. to celebrate women in the construction trades.

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# TABLE OF CONTENTS

To the entire Kaiser Oakland Medical Center Replacement (KOMCR) Project Team, I wanted to take this opportunity to say thank you for such a fantastic experience. This experience has far exceeded any expectations I may have had [joining] the Mentor Protégé program. I have been able to work side by side with some of the most talented people in this business. This has not only expanded my experience level, it has elevated the experience level of my home office, therefore making Turner Group Construction that much more competitive in the near and long term.

The skills and practices that I have been exposed to on this job site have been easily transferable to the TGC team, and we have already begun to see great opportunities as a company from the lessons learned from [my] Protégé experience.

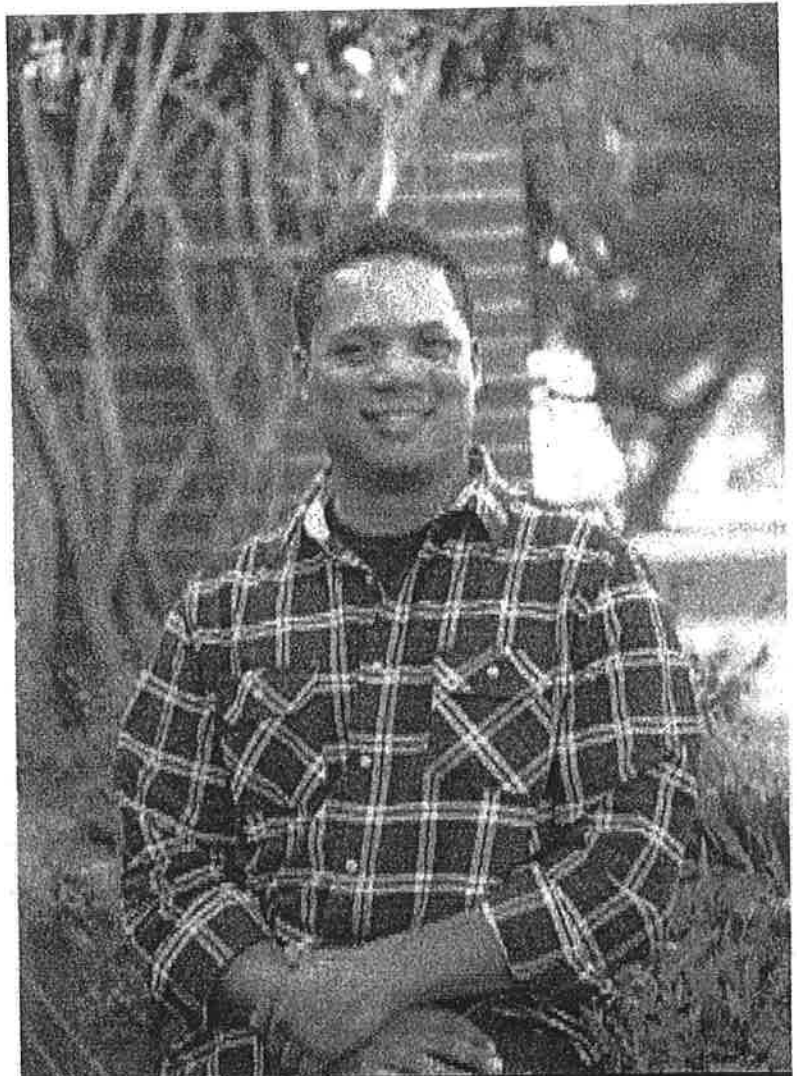
From day one, the entire team—from the PMs, the PEs, Sups, and Foremen to the executive body—made themselves available, allowing the mentor protégés the opportunity to learn in a very three-dimensional environment. The dividends from this program are certain to continue paying off well into the future.

In closing, on behalf of Turner Group Construction and myself, I would again like to sincerely thank you for the exposure, experience, and valuable career-building lessons learned here at the Kaiser Oakland Medical Center Replacement Project. Although this is my last day in the Construction Management (CM) program, I will still be on-site managing the remaining TGC contracts. I look forward to expressing my gratitude in person over the next few weeks. In the meantime, I wish you all the best of luck, resolute perseverance, and continued success and growth for years to come. I also look forward to continuing to expand our relationship in the near future.

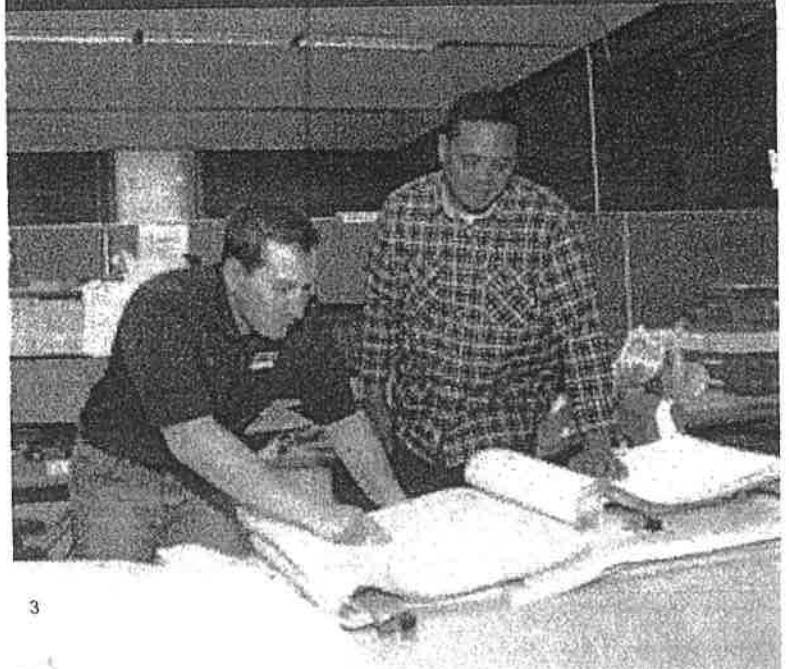
Sincerely,

John F. Howell

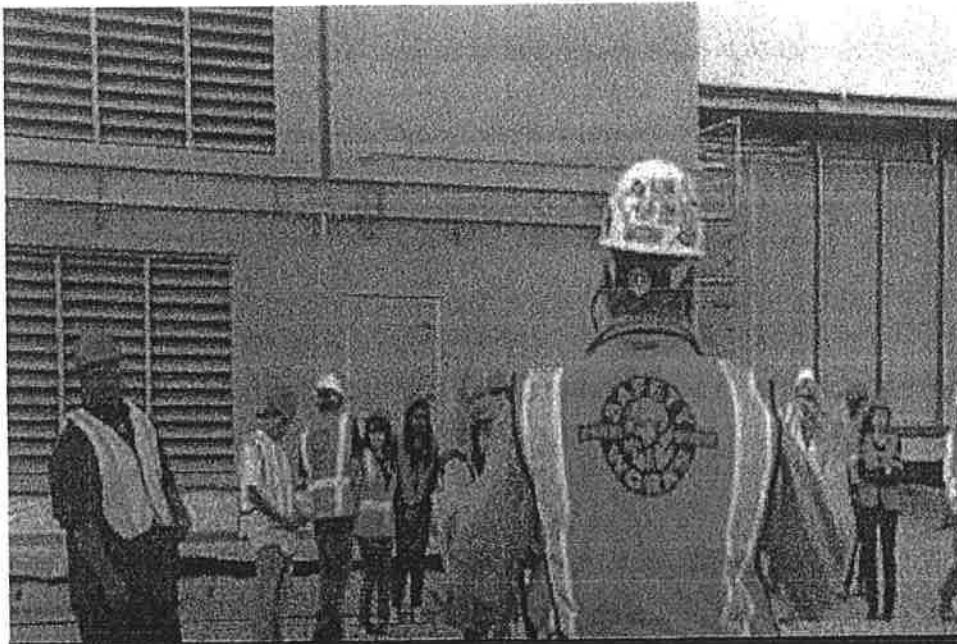
CM Protégé, Turner Group Construction  
Kaiser Oakland Medical Center Replacement  
Project



THANK  
YOU







## ACE MENTORSHIP PROGRAM

Kaiser Permanente sponsors the Architecture, Construction, and Engineering, or ACE, Mentor program. According to Program Manager, Diversity Services, Ariana Willie, this year's program, hosted at the jobsite with participation from MBC and A<sup>2</sup>V, is comprised of twenty-six students, ten of whom are female. "It has been such an honor to work with the ACE Mentor program," Willie says. "We are now beginning to see some of our early interns complete their educations at colleges across the country, many of them are focusing on design and engineering."

"My original involvement with the ACE program began in 2003 when I was working for another general contractor in the

Bay Area. At that time, we viewed the ACE Mentor Program as a perfect mechanism to engage students in the construction industry. Initially we reached out to the principals of various high schools within the Oakland Public School District. Today our involvement and relationships have grown beyond those initial contacts to [include] partnerships with the district's school to careers department, local private and charter schools, and numerous community-based organizations. Our initial concerns—whether or not there would be sufficient interest from the students—have been proven wrong. Now we have a wait list for each project team, and the students and educators are the ones driving our recruitment efforts, through referrals and their testimonials on how the program has exposed them to career fields they had previously not considered.

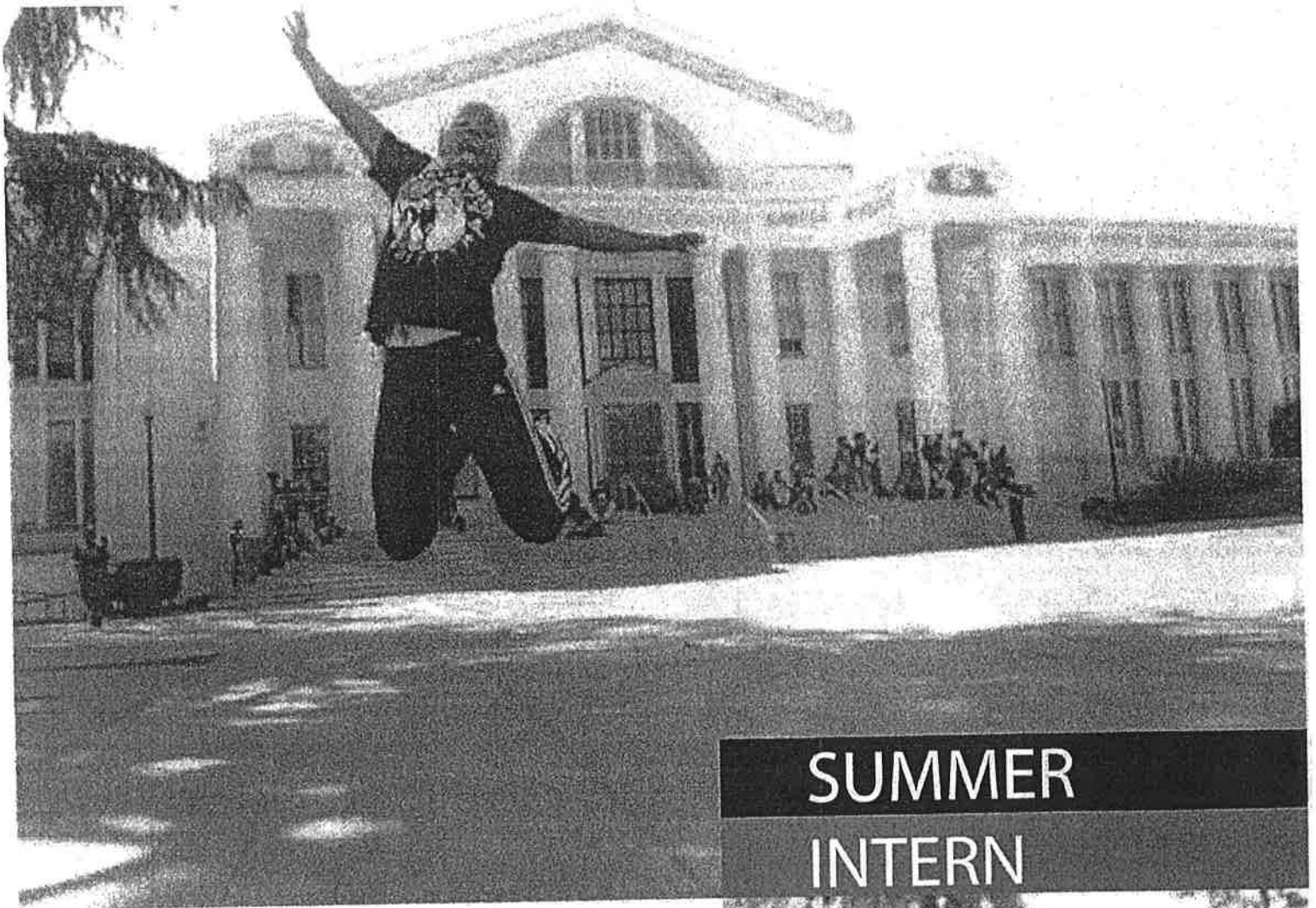
This year one of our mentees [who had] participated in the program for three years while he was in high school, went on to complete his degree in architecture, and returned to serve as a mentor to other young people. To me, that is a success story!"  
- Andrea Lowe, A2V

Samantha Huang became an ACE mentee her junior year at Oakland Technical High School, after a school visit by two ACE staff members. Her father works in construction and her mother is a seamstress. The program allows students to role-play as superintendents and project managers, as well as shadowing and mentorship from MBC and Kaiser Permanente staff. "One of my mentors, Cameron White," Huang says, "gave me a lot of great advice on college and internship opportunities.... I also learned about the skills a superintendent needs to make sure that subcontractors stay on schedule from shadowing Gene Glenn, another one of my mentors, during my internship with McCarthy."

Huang is currently a sophomore at the University of California, San Diego, on track to graduate in June 2015 with a Bachelor of Science degree in Mechanical Engineering. "I hope to work in a construction company utilizing my knowledge in engineering when I graduate."



Andrea Lowe,  
A Squared Ventures  
President



## SUMMER INTERNSHIP

Kanukai Chigamba spent the summer of 2012 as a Summer Intern with Kaiser Permanente. "I got involved through a program called ECOO [Educational Computing Organization of Ontario], which my Computer Science teacher told me about during my tenth grade year," Chigamba says.

**A** junior at Oakland Technical High School, the 17 year old hopes the internship leads her to more opportunities in the trades. Chigamba worked on database research related to Kaiser Permanente's National Facilities Services (NFS). "I also accompanied Ariana Willie to two of her meetings, which I loved so much because it gave me the opportunity to feel like I was working with professionals and gave me an understanding of what the NFS field people do at Kaiser," Chigamba says.

Chigamba believes, "This internship has prepared me for the future by having me think deeply about how I intend to get my education."



Ariana Willie  
Kaiser Permanente





LATANYA HAWKINS

Turner Group  
Construction

MBC  
PROTÉGÉ

LaTanya Hawkins of Oakland-based Turner Group Construction (TGC) knows what it takes to work in the sometimes rough-and-tumble world of commercial construction. The youngest sibling in this family-run business, she has five older brothers, three of whom work directly with her at the company. Hawkins began her career in Human Resources in the health care field, and transitioned to a position in Operations at TGC. Today, she is President.

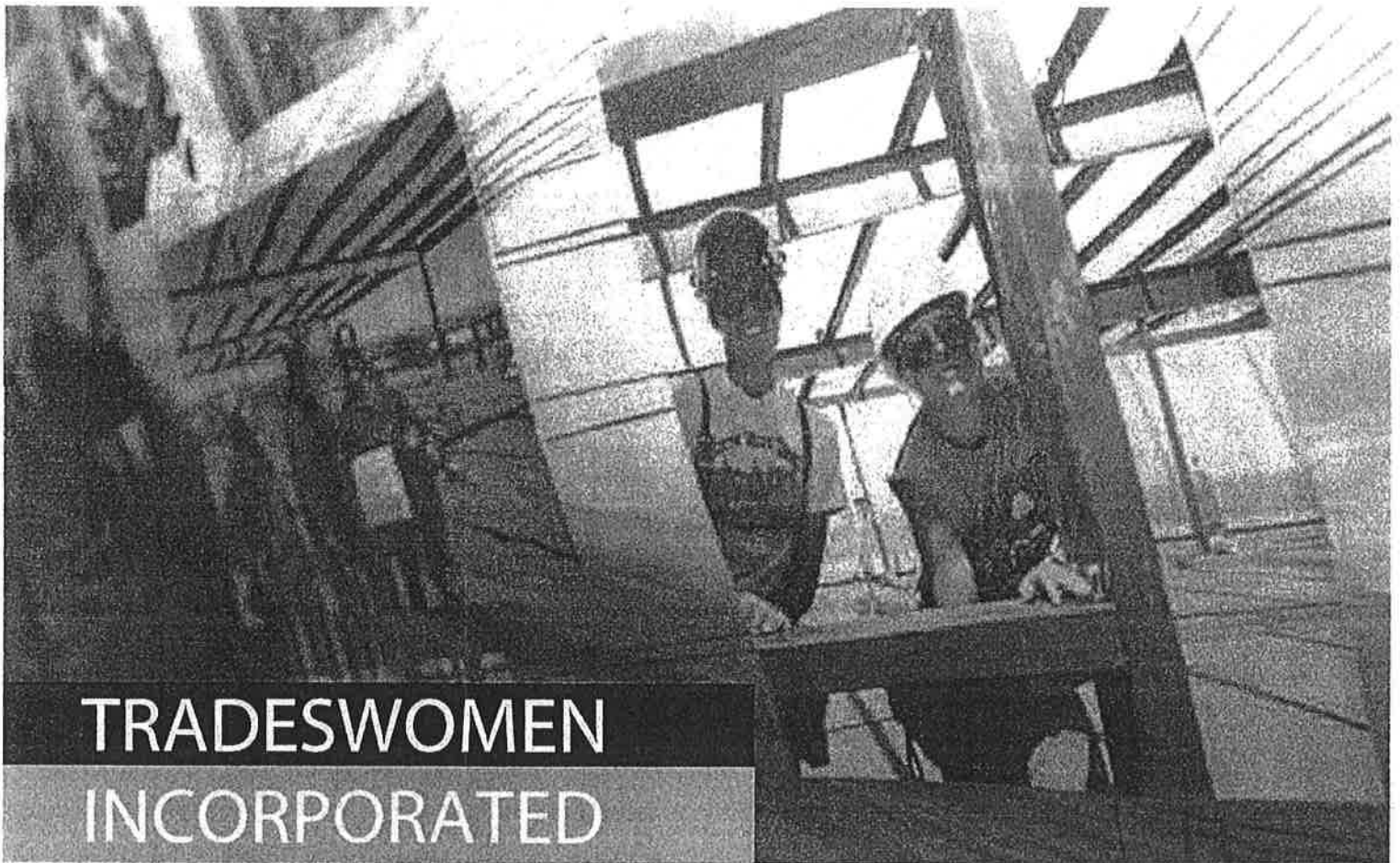
**T**GC provides the OMCR with General Site Services—laborers for site cleanup, as well as carpenters during Phase I. It also participated in the Construction Management Training program through Project Management Trainee, John Howell, featured in last year's Above+Beyond Newsletter.

The company's participation in the CCBP began with a one-on-one evaluation conducted by A2V Project Manager, Jordan Hill-Washington. Hill-Washington created a training program, employing the talents of consultant Joel Josehart, a long-time contributor to the

program. "When I started meeting with TGC, they were on a mission to implement the infrastructure improvements and changes required for their growth." Josehart was especially impressed with Hawkins's work ethic, "LaTanya was determined to implement the improvements despite her overwhelming workload."

"It was customized to our needs," Hawkins says, "not a cookie-cutter program at all." Josehart met with Hawkins and others at the company every week in the beginning, "then we met every two weeks, then every month." The two talked about TGC's goals and came up with a plan that covered everything from which construction management software to use, to creating a strategic plan to reach organizational goals, enhance employee development, and formulate policies and procedures.

The biweekly payment program MBC offered to the MPP participants proved critical to this small business. TGC was able to leverage features like this on other projects as well. Hawkins points out that, "Measures of success were implemented to ensure we were always on track to achieve our goals."



# TRADESWOMEN INCORPORATED



On a warm September night, at one of Oakland's hottest mixed-use spaces, Uptown Body & Fender, a diverse crowd of construction professionals mingled at a gala thrown by Tradeswomen, Inc., a nonprofit organization that advocates for women who work in

the construction trades, providing support like job training, job boards, and workshops. The organization was founded thirty-four years ago, and is run by Meg Vasey, Executive Director.

Kaiser Permanente and MBC were proud to be among the evening's financial sponsors and attended with Simon Gregson from MBC, the Project Manager on the OMCR; Michael Lane, Project Director on the OMCR, Ariana Willie, Program Manager, Diversity Services, and Cameron White, Senior Project Manager from Kaiser Permanente. A Squared Ventures' Andrea Lowe and Atu Fields were also on hand to congratulate the honorees.

The event celebrated the work of Donna Levitt, Manager, Office of Labor Standards Enforcement, City and County of San Francisco, Carpenters Local 22, Tradeswomen activist and leader; Richard Zampa, Jr.,

Women's Multi-Trades Welding Program & Training Director, California & Vicinity District Council of Ironworkers; and Amy Reynolds, UA Local 38 Plumbers and Pipefitters. The event also gave special recognition to the women who advocated for the Apprenticeship Program for the Elevator Constructors Union.

To find out more about Tradeswomen, Inc., please visit: <http://www.tradeswomen.org/>





Andrea Lowe & OC Jones staff attending OUSD Skilled trades fair



Andrea Lowe & Jeremy McCants providing construction careers information at the Unity Council Resource Fair, on behalf of the AC Transit BRT project



Andrea Lowe & Community Members supporting Rising Sun Center for Opportunity Graduation





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/28/2019

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).

<b>PRODUCER</b> Merriwether & Williams Insurance Services License No.:0C01378 550 Montgomery St., Suite 550 San Francisco CA 94111	<b>CONTACT NAME:</b> Kenneth King <b>PHONE (A/C, No, Ext):</b> (415) 986-3999 <b>E-MAIL ADDRESS:</b> kking@imwis.com	<b>FAX (A/C, No):</b> (415) 986-4421
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> L. Luster & Associates, Inc. 212 9th Street, Suite 309 Oakland CA 94607	<b>INSURER A:</b> Sentinel Insurance Company	<b>NAIC #</b> 11000
	<b>INSURER B:</b> Landmark American Ins Co.	33138
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1811713979      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBAAZ8648	11/10/2018	11/10/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input 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	57SBAAZ8648	11/10/2018	11/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ LIABILITY LIMIT \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBAAZ8648	11/10/2018	11/10/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>PROFESSIONAL LIABILITY</b> CLAIMS-MADE Retro-date 01/02/2009			LHR836133	11/10/2018	11/10/2019	AGGREGATE LIMIT \$1,000,000 OCCURRENCE LIMIT \$1,000,000 S.I.R. \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WITH RESPECT TO GENERAL LIABILITY, THE OAKLAND UNIFIED SCHOOL DISTRICT (CERTIFICATE HOLDER), ITS GOVERNING BOARD, AGENTS, REPRESENTATIVES, EMPLOYEES, TRUSTEES, OFFICERS, CONSULTANTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS THE NAMED INSURED'S OPERATIONS WHERE REQUIRED BY WRITTEN AGREEMENT.

POLICY(IES) SHALL NOT BE CANCELED OR REDUCED IN REQUIRED LIMITS OF GENERAL LIABILITY OR AMOUNTS OF INSURANCE UNTIL NOTICE HAS BEEN MAILED TO THE CERTIFICATE HOLDER STATING DATE OF CANCELLATION OR REDUCTION. DATE OF CANCELLATION OR REDUCTION SHALL NOT BE LESS THAN THIRTY (30) DAYS AFTER DATE OF MAILING NOTICE (10 DAYS FOR NON-PAYMENT OF PREMIUM.) ALL POLICIES ARE PRIMARY AND NON-CONTRIBUTORY TO ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE CERTIFICATE HOLDER.

\* POLICY ENDORSEMENTS PENDING ISSUANCE.

<b>CERTIFICATE HOLDER</b>  OUSS - FACILITIES & MANAGEMENT ATTN: TIMOTHY WHITE 955 HIGH STREET OAKLAND CA 94601	<b>CANCELLATION</b>  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  Kenneth King
---	---



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Facilities Planning and Management Site 210

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name L. Luster & Associates, Inc. Agency's Contact Laura Luster laura@llusterassociates.com OUSD Vendor ID # New Vendor Vendor Title: Address 212 9th Street, Suite 309 Oakland, CA 94607 Telephone 5102827769 Policy Expires: 11-10-2019 Contractor History Previously been an OUSD contractor? Worked as an OUSD employee? OUSD Project # 00918

Term

Date Work Will Begin 7/1/2019 Date Work Will End By 6/30/2020 (not more than 5 years from start date)

Compensation

Total Contract Amount Total Contract Not To Exceed \$349,437.00 Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount 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.

Table with 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9350/9000, Fund 21, Measure J, 210-9350-0-9000-8500-6289-918-9180-9905-9999-99999, 6289, \$349,437.00

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. Director, Department of Facilities Planning and Management Signature Date Approved 5/20/19
2. General Counsel, Department of Facilities Planning and Management Signature Kelly M. Rem Date Approved as to form 6-4-19
3. Deputy Chief, Department of Facilities Planning and Management Signature Date Approved 6/18
4. Senior Business Officer, Board of Education Signature Date Approved
5. President, Board of Education Signature Date Approved