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

# 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 - Lowe Consulting Group, 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 Lowe Consulting Group, Inc., Oakland, CA, for the latter to support the District in maintaining harmonious labor relations with all contractors and union affiliates, we will take an active and multi-phased approach. LCG/DSI will assist the District with Local Business Utilization Consultant to support awareness of the PLA and its requirements with small local contractors as well as informing the community of the local hiring initiatives and apprentice opportunities on upcoming District projects., work with District staff and the LBU Consultant to attend all pre-bid and pre-con meetings to share information regarding the PLA and effective compliance strategies, coordinate with the Building and Construction Trades Council to schedule Pre-Job meetings prior to the initiation of project activity. The Pre-Job meetings will serve as a primary vehicle for acquainting contractors with the provisions of the PLA. Work closely with non-union contractors to ensure that they will be able to use both their "core" employees and to integrate skilled union members into their work crews. Work with the various unions to ensure the dispatch of skilled workers needed to assure sound and on- time construction of District projects. Collect Letters of Assent before work commences on all projects covered by the PLA and ensure that copies of all Letters of Assent are forwarded to the Building & Construction Trades Council for their records and use at Pre-Job meetings. Coordination of the District PLA is the employment of local residents. In addition to monitoring and reporting contractor local hire attainment percentages, conduct construction career outreach presentations to increase awareness of the construction industry as a viable, high wage earning industry, update and maintain contact lists of workforce development organizations that contractors can utilize, 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 June 27, 2019 and concluding no later than June 30, 2020, in an amount not-to exceed \$180,000.00.

**Discussion** Services needed are required to ensure projects comply with applicable codes and District standards.

**LBP** (Local Business  
Participation Percentage)

0.00%

**Procurement  
Method**

Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services Greater Than \$92,600 between the District and Lowe Consulting Group, Inc., Oakland, CA, for the latter to support the District in maintaining harmonious labor relations with all contractors and union affiliates, we will take an active and multi-phased approach. LCG/DSI will assist the District with Local Business Utilization Consultant to support awareness of the PLA and its requirements with small local contractors as well as informing the community of the local hiring initiatives and apprentice opportunities on upcoming District projects., work with District staff and the LBU Consultant to attend all pre-bid and pre-con meetings to share information regarding the PLA and effective compliance strategies, coordinate with the Building and Construction Trades Council to schedule Pre-Job meetings prior to the initiation of project activity. The Pre-Job meetings will serve as a primary vehicle for acquainting contractors with the provisions of the PLA. Work closely with non-union contractors to ensure that they will be able to use both their "core" employees and to integrate skilled union members into their work crews. Work with the various unions to ensure the dispatch of skilled workers needed to assure sound and on- time construction of District projects. Collect Letters of Assent before work commences on all projects covered by the PLA and ensure that copies of all Letters of Assent are forwarded to the Building & Construction Trades Council for their records and use at Pre-Job meetings. Coordination of the District PLA is the employment of local residents. In addition to monitoring and reporting contractor local hire attainment percentages, conduct construction career outreach presentations to increase awareness of the construction industry as a viable, high wage earning industry, update and maintain contact lists of workforce development organizations that contractors can utilize, 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 June 27, 2019 and concluding no later than June 30, 2020, in an amount not-to exceed \$180,000.00.

**Fiscal Impact**

Fund 21, Measure J

**Attachments**

- Independent Consultant Agreement including scope of work
- Consultant Proposal & Certificate of Insurance



**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:** Lowe Consulting Group, 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:** \$180,000.00 \_\_\_\_\_

**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.**

To support the District in maintaining harmonious labor relations with all contractors and union affiliates, take an active and multi-phase approach with Local Business Utilization Consultant to support awareness of the PLA and its requirements with small local contractors as well as informing the community of the local hiring initiatives and apprentice opportunities on upcoming District projects. Coordinate with the Building and Construction Trades Council to schedule Pre-Job meetings prior to the initiation of project activity. Work closely with non-union contractors to ensure they will be able to use both their "Core" employees and to integrate skilled union members into their work crews. Collect Letters of Assent before work commences on all projects covered by the PLA and ensure that copies of all letter of assent are forwarded to Buildings & Construction Trades Council for their records and use at Pre-job meetings.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Lowe Consulting Group, Inc. was evaluated as the most qualified respondent.

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 **Lowe Consulting Group, 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"):  
Lowe Consulting Group to support the District in maintaining harmonious labor relations with all contractors and union affiliates, we will take an active and multi-phased approach. LCG/DSI will perform the following tasks: Approval by the Board of Education of an Independent Consultant Agreement for Professional Services Greater Than \$92,600 between the District and Lowe Consulting Group, Inc., Oakland, CA, for the latter to support the District in maintaining harmonious labor relations with all contractors and union affiliates, we will take an active and multi-phased approach. LCG/DSI will assist the District with Local Business Utilization Consultant to support awareness of the PLA and its requirements with small local contractors as well as informing the community of the local hiring initiatives and apprentice opportunities on upcoming District projects., work with District staff and the LBU Consultant to attend all pre-bid and pre-con meetings to share information regarding the PLA and effective compliance strategies, coordinate with the Building and Construction Trades Council to schedule Pre-Job meetings prior to the initiation of project activity. The Pre-Job meetings will serve as a primary vehicle for acquainting contractors with the provisions of the PLA. Work closely with non-union contractors to ensure that they will be able to use both their "core" employees and to integrate skilled union members into their work crews. Work with the various unions to ensure the dispatch of skilled workers needed to assure sound and on-time construction of District projects. Collect Letters of Assent before work commences on all projects covered by the PLA and ensure that copies of all Letters of Assent are forwarded to the Building & Construction Trades Council for their records and use at Pre-Job meetings. Coordination of the District PLA is the employment of local residents. In addition to monitoring and reporting contractor local hire attainment percentages, conduct construction career outreach presentations to increase awareness of the construction industry as a viable, high wage earning industry, update and maintain contact lists of workforce development organizations that contractors can utilize.
- 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	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 **ONE HUNDRED EIGHTY THOUSAND DOLLARS NO/100 (\$180,000.00)**, 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.

4.3.

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

Lowe Consulting Group, Inc.  
675 Hegenberger Road, Suite 228  
Oakland, CA 94621  
Tel: 510-986-1100  
ATTN: Andrea Lowe  
alowe@lowecg.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 representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
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**

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

**APPROVED AS TO FORM:**

Joely M. M. 6-4-19  
OUSD Facilities Legal Counsel Date

**CONSULTANT**

Andrew J. Lowe May 23, 2019  
Date

**Information regarding Consultant:**

Consultant: Lowe Consulting Group, Inc  
License No.: N/A  
Address: 675 Hegenberger Road, Suite 228  
Oakland, CA 94608  
Telephone: 510-986-1100 x.2  
Facsimile: 510-296-6999  
E-Mail: alowe@lowecg.com

Type of Business Entity:  
☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: California  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

41-2212828 :  
Employer Identification and/or  
Social Security Number

**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.**

### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

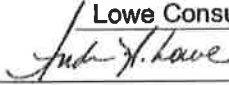
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 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 23, 2019

Proper Name of Consultant: Lowe Consulting Group, Inc

Signature: 

Print Name: Andrea Lowe

Title: President & CEO

(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 **Lowe Consulting Group, 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 23rd day of May 2019 for the purposes of submission of this Agreement.

By:



Signature

Andrea Lowe

Typed or Printed Name

President & CEO

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: 5/23/2019

Name of Consultant: Lowe Consulting Group, Inc.

Signature: 

Print Name and Title: Andrea Lowe, President & CEO

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

- SCOPE OF SERVICES
- See attachment

**PROFESSIONAL FEES:** LCG/DSI proposes billing at a not-to-exceed flat fee of \$15,000 per month. Should tasks arise that would require a level of effort above and beyond the hours delineated below, we would seek written approval from District staff. Additionally our proposal includes Joint Administrative Committee support services. The anticipated level of effort to support each task is as follows:

Lowe Consulting Group, Inc./Davidler Sloan, Inc. MONTHLY COST PROPOSAL											
Task #	Task Description	Name		Category/Title		Direct Rate		Total Hours		Total Costs	
		Principal in Charge	Project Advisor	PLA Lead	PLA Support	Site Visit Lead	Site Visit Support	Per Task	Per Task	Per Task	Per Task
Task 1:	Managing Labor Relations	Andrea Lowe	Jake Sloan	Maribel Alejandre	Sheranla Mayo	Jeremy McCants	Jaime Alejandre	37	\$ 5,340.00		
	Provide support to the District as requested by the District and/or FD to administer the PLA and to assist with PLA contract interpretations and notices.	1	1					2	\$ 380.00		
	Assist the District in establishing policies and procedures for the PLA.	1	1					2	\$ 380.00		
	Serve as the principal liaison on behalf of the District to the Building Trades Council and its affiliated unions.	2						1	\$ 125.00		
	Ensure that the terms of the PLA are consistently applied.			1	0			2	\$ 380.00		
	Ensure the immediate resolution of all labor disputes and grievances through coordination with the Building Trades Council and appropriate grievance and arbitration procedures in order to ensure that the rehabilitation and construction work is completed on time.		2					2	\$ 380.00		
	Manage all disputes and grievances, including those during pre-job meetings, through Joint Administrative Committees, or formal grievance resolution procedures.		2					2	\$ 380.00		
	Coordinate, schedule, and attend meetings between the District and the signatory unions, including pre-construction conferences to discuss craft jurisdictions and the dispatch of workers.			3	2			5	\$ 625.00		
	Provide interim bulletins advising of scheduled pre-construction meetings and agendas for PLA items for pre-bid, pre-construction, and other meetings.			2	1			3	\$ 375.00		
	Coordinate with contractors and subcontractors to facilitate the timely payment to appropriate trust funds as required under the Letter of Assent (LOA) and work with unions and contractors to expeditiously resolve all disputes regarding payments to trust funds.			3	1			4	\$ 500.00		
Task 2:	Represent the District at all pre-job meetings for all PLA projects in order to ensure that contractors, subcontractors, the Building Trades and their affiliated unions understand the covered project work.			6	2			8	\$ 1,000.00		
	JAC Administration Committee support services including but not limited to: convene the quarterly JAC meeting, prepare meeting agenda, reports and minutes and oversee the grievance process through Step 2.	1		3	2			23	\$ 3,235.00		
	Facilitate community outreach efforts as directed to assist contractors with goals of the PLA.	7	2	2	7	5	0	10	\$ 1,575.00		
	Prepare appraisals of future manpower required on the Projects throughout the PLA region and disseminate that projection to unions.	5		2				4	\$ 630.00		
	Proactive outreach and engagement to identify local residents interested in construction careers as proposed by LCG/DSI	2	2		2	5		9	\$ 1,030.00		
Task 3:	Monitoring & Reporting	8	2	12	5	20	10	57	\$ 6,425.00		
	Liaise with the District and contractors as necessary regarding compliance with the terms of the PLA	1		4	2			7	\$ 940.00		
	Collect the Letter of Assent (LOA) from all contractors and subcontractors performing work on the projects.			2	1			3	\$ 375.00		
	Advise the District to withhold payments as necessary.	1		2	1			4	\$ 565.00		



**Lowie Consulting Group, Inc./Davittier Sloan, Inc.**  
**MONTHLY COST PROPOSAL**

Task 1:	Managing Labor Relations	Name	Andrea Lowe	Jake Sloan	Maribel Alejandre	Sheranita Mayo	Jeremy McCants	Jaime Alejandre	Total Hours Per Task	Total Costs Per Task
	Attend meetings with District as needed to provide updates on project work, including the compliance with PLA hiring requirements, trust fund payments, and the status of any labor issues; schedule, chair and record minutes of all meetings scheduled to address issues related to the PLA hiring objectives.	Category/Title	Principal in Charge	Project Advisor	PLA Lead	PLA Support	Site Visit Lead	Site Visit Support		
		Direct Rate	\$190.00	\$190.00	\$125.00	\$125.00	\$80.00	\$80.00		
			5	6	18	8	0	0	37	\$ 5,340.00
	Visit District construction sites to monitor compliance of PLA by both contractors and unions, maintain files and electronic databases related to the PLA.		4	1	2	1			8	\$ 1,325.00
	Prepare periodic status updates on the Agreement with regard to the PLA projects, including a description of any obstacles or barriers faced and lessons learned throughout the process.		2	1	2				5	\$ 820.00
		TOTAL HOURS	20	10	32	20	25	10	117	
		Subtotal Labor per staff	\$ 3,800.00	\$ 1,900.00	\$ 4,000.00	\$ 2,500.00	\$ 2,000.00	\$ 800.00		\$ 15,000.00
		TOTAL COST								\$ 15,000.00





LCG

LOWE CONSULTING  
GROUP INC.

675 Hegenberger Road, Suite 228  
Oakland, CA 94621  
510.986.1100  
www.lowecg.com

LETTER OF INTEREST

April 24, 2019

Mr. Tadashi Nakadegawa, Director of Facilities  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

Subject: Proposal to Provide Professional Services  
Labor Compliance Consultant to administer the Project Labor Agreement

Dear Mr. Nakadegawa:

Lowe Consulting Group (LCG), formerly A Squared Ventures, Inc. in association with Davillier-Sloan, Inc. (DSI) is pleased to submit its qualifications to provide the full range of services as outlined in the Labor Compliance Request for Qualifications and Proposals (RFQ/P) dated April 3, 2019. For 13 years LCG has implemented and devised policies that bring together the contracting community with minority, women, disadvantaged, local and small businesses and local tradesmen/women to work on municipal and private construction projects. We have proven expertise in delivering the following services to our clients:

- Community engagement programs
- Contract & Labor compliance
- Diverse supplier outreach
- Partnering facilitation
- Project labor agreement administration
- Workforce development & local hire strategies
- Technical assistance training

LCG seeks to provide new and unique perspectives to the District and we were intentional in collaborating with DSI to continue building upon the experiences DSI has gained while administering the current PLA.

Our hope is that, while the contract would be with a new entity, there would be no learning curve for our team, as well as minimal transition for District staff and/or project teams.

Team members have extensive experience working with the Building and Construction Trades Council of Alameda County (BTC) and have worked together to implement one of the Bay Area's first PLA's at the Port of Oakland. LCG/DSI also has extensive experience working with community-based organizations to bolster local hiring initiatives and develop a pipeline for residents to gain access to long-term construction careers. LCG and DSI are currently working together as Coordinator for the County of Alameda PLA and have previously worked together in various capacities for BART. Lastly, our team is 100% Oakland based.

LCG/DSI understands that the District wants to use the PLA as a vehicle for traditional project stability, uniform working conditions and project safety. We value the need to work with the established Pre-Apprenticeship Programs in conjunction with BTC trades and leverage the work the District's Office of Post-Secondary Education is undertaking. We also recognize that identifying local residents who are prepared for the opportunity of apprenticeship training, as well as working with District contractors to


maximize their buy-in of the PLA initiatives, will be the heavy lift of our work. LCG/DSI is ready. LCG received and reviewed a copy of the District's Agreement attached as EXHIBIT A to the RFQ/P. LCG has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, LCG has no objections to the use of the Agreement.

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

The LCG looks forward to building a relationship with the District staff and leveraging the historical knowledge of our partner DSI. This will provide us the opportunity of enhancing the existing PLA implementation strategy to provide collaborative, user friendly and cost-efficient programming while building upon exciting successes that have supported the policy thus far.

Personally, as the daughter of a retired OUSD school administrator, Oakland resident, graduate of Skyline High School and parent of three current OUSD students; I would be extremely honored to utilize my firm's expertise in supporting this critical work. If you have any questions about the proposal or our qualifications, please do not hesitate to contact me.

Sincerely,



Andrea Lowe, President & CEO  
Lowe Consulting Group, Inc.

(510) 986-1100 x.2  
(510) 917-1930 cell  
alowe@lowecg.com  
www.lowecg.com





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## **EXECUTIVE SUMMARY**

LCG/DSI is prepared to provide labor compliance services based on our extensive experience in the public sector construction industry, as well as the unique knowledge required to manage compliance with the District's innovative PLA. As to the specific overall experience requirements described in the RFP, please note that to help assure the success of the District PLA LCG/DSI will utilize our relationships and lessons learned negotiating and managing both traditional and innovative, non-traditional PLAs. Currently, LCG and DSI manage the PLA and labor compliance services for the Alameda County Department of General Services Agency. This PLA contains provisions and goals for local hiring and associated community benefits, similar to those outlined in the District's agreement.

## **FIRM INFORMATION**

*Lowe Consulting Group, Inc.* - Originally founded as A Squared Ventures, Inc. in 2006 and operating as Lowe Consulting Group, Inc. since March 2019, LCG has had experience administering PLAs for agencies and contractors since its inception. Within the last five years, the firm has worked on the following projects:

- Alameda-Contra Costa Transportation Authority Bus Rapid Transit, PLA Administrator, 2014-2019
- Alameda County General Services Administration, PLA Co-Administrator, 2014-2019
- Brooklyn Basin PLA Administrator, 2014-2019
- San Francisco Housing Authority, PLA Administrator, 2015-2018
- Oakland Airport Connector Project, PLA Administrator for Flatiron Construction, 2011-2016

For all of the projects above we have coordinated with agency staff to review and analyze data reports, monitor compliance and policy enforcement, coordinate labor relations activities, coordinate logistics of and prepare data for support committees, oversee payment of workforce development/trust fund payments, conduct project site visits, collaborate with community stakeholders and apprentice workforce development training programs and other tasks in support of various PLA requirements. Our approach has been to engage agency staff and contractors at all levels, early and often. Engaging agency staff ensures that, as the PLA Administrator, all of our communications and processes are in line with the overall vision and goal of the policy document. It is crucial to maintain ongoing communications and collaborate with agency staff throughout construction to address compliance issues early and have clearly define remediation steps that can be shared with each contractor. Engaging with each contractor, at all tier levels, also helps to communicate project expectations and outline effective compliance strategies.

*Davillier-Sloan, Inc.* was established in 1986 as a California (S) corporation. Jake Sloan is President and Chief Operating Officer. DSI specializes in negotiating and managing PLAs and related Labor Compliance Programs. DSI has more than 10 years' experience managing or co-managing the District's PLA. Jake Sloan has provided services to the District, as either an employee or consultant since 1976. The firm's experience also includes extensive work with the District LBU consultant. We plan to be in constant communication with all.

LCG and DSI have a firm commitment to resolving all problems at the lowest level and as expeditiously as possible. This is possible, because both firms have a long history of working with the Construction and Building Trades Council of Alameda County, local and regional contractors and local community-based organizations and training programs. The primary vehicles to support efficient problem resolution will be the Joint Administrative Committee (JAC) and collaboration with the Local Business Utilization (LBU) consultant and related community-based organizations.

Working under the direction of the Facilities Director (FD) and closely with other District staff and related

consultants, LCG/DSI will provide the following to assure the successful operation and administration of the District's PLA, with a focus on three core responsibilities: (1) managing labor relations; (2) coordinating the PLA's innovative workforce development and employment programs; and (3) monitoring and reporting on the efficacy of the PLA.

## PHILOSOPHY & APPROACH

### Managing Labor Relations

To support the District in maintaining harmonious labor relations with all contractors and union affiliates, we will take an active and multi-phased approach. LCG/DSI will perform the following tasks:

- We will work in tandem with the District's Local Business Utilization Consultant to support awareness of the PLA and its requirements with small local contractors as well as informing the community of the local hiring initiatives and apprentice opportunities on upcoming District projects.
- Our team will work with District staff and the LBU Consultant to attend all pre-bid and pre-con meetings to share information regarding the PLA and effective compliance strategies.
- Coordinate with the Building and Construction Trades Council to schedule Pre-Job meetings prior to the initiation of project activity. The Pre-Job meetings will serve as a primary vehicle for acquainting contractors with the provisions of the PLA. At the meeting, work jurisdictional claims will be made by the appropriate craft unions.
- Work closely with non-union contractors to ensure that they will be able to use both their "core" employees and to integrate skilled union members into their work crews.
- Provide routine information exchanges with PLA and potential PLA contractors and confer with contractors regarding any ongoing labor relations issues.
- Maintain open and regular communications with signatory unions, their representatives, general presidents and regional representatives, as applicable, as well as related attorneys, permanent arbitrators, and the District.
- Work with the various unions to ensure the dispatch of skilled workers needed to assure sound and on-time construction of District projects.
- Collect Letters of Assent before work commences on all projects covered by the PLA and ensure that copies of all Letters of Assent are forwarded to the Building & Construction Trades Council for their records and use at Pre-Job meetings.
- With data input from District staff, track PLA exclusions and assist the District in determining eligibility for PLA exclusion.
- When requests for certified payroll are received, forward to District.
- In support of the Joint Administrative Committee we envision the following tasks:
  - Establish routine quarterly meeting dates
  - Compile meeting material in collaboration with District staff and LBU consultant
  - Convene quarterly JAC meeting and prepare meeting minutes
  - Submit JAC meeting report for upload to District website or District archives



- Work with the various unions and contractors to process any grievances through the PLA's established and standardized alternative dispute resolution procedures.
- Provide any other information or communications on progress under the PLA to the District as well as all reports to be reviewed and confirmed to complete all District requirements of the PLA.
- In coordination with the FD, assist in the development and presentation of the semi-annual, annual or as needed reports to the Board of Education.

#### **Coordinating the PLA's Workforce Development and Employment Programs**

A key component of the District PLA is the employment of local residents. In addition to monitoring and reporting contractor local hire attainment percentages, it will be critical to work in advance of project awards to help bolster the number of local residents that are aware of the path to a career in construction and maintain collaborative relationships with the local pre-apprentice programs and OUSD's internal staff charged with supporting career transitions. In support of this work LCG/DSI will perform the following tasks:

- Conduct construction career outreach presentations to increase awareness of the construction industry as a viable, high wage earning industry.
- Update and maintain contact lists of workforce development organizations that contractors can utilize.
- After consultation with District staff and the LBU consultant, participate in community meetings or outreach events. We will participate in a minimum of one construction career presentation each month in varying locations in the City. We will also continue to develop unique methods of reaching potential workers in historically underserved communities and collaborate with educational institutions, faith-based organizations and self-sufficiency programs in the area to support this work. This level of outreach will support building a pipeline of local residents that are ready, willing and able to work on District projects. Partner organizations will include, but not limited to:
 

– Alameda County Social Services	– Oakland Workforce Investment Board
– Alameda County Workforce Board	– Oakland Public Library Career Center
– Beyond Emancipation	– Unity Council
– Building Opportunities for Self-Sufficiency	– West Oakland Jobs Resource Center
– Joint Apprentice Training Council	– Youth Employment Partnership
– Cypress Mandela Training Center	– Rising Sun Center for Opportunity
– East Bay Alliance for a Sustainable Economy	– Realized Potential Inc.
– Men of Valor	– Roots Community Health Clinic
– Northern CA Coalition of Black Trade Unionists	– Tradeswomen, Inc.
– Oakland Private Industry Council	
- Review bid documents to assure that the appropriate Project Labor Agreement and Labor Compliance Program documents are included.
- Coordinate with the FD and project managers prior to start of construction, to identify workforce development agencies and pre-apprenticeship programs and communicate the trades working on future projects and develop a pipeline of workers.



- Assist, encourage and support coordination between the District's CTE program and the Alameda County BTC's affiliated union apprenticeship programs. We will make participating contractors aware of the Community Based Organizations (CBOs) that are involved in pre-apprenticeship training and the provision of supportive services as potential hiring resources. This information will be provided to contractors as part of the information packets available at pre-bid, pre-job and pre-construction meetings. As available, we will work closely with the unions and any District construction academies and related programs to make staff and students aware of opportunities and requirement of careers in construction. Meetings will be held on an as-needed basis, usually during periods of new apprenticeship training opportunities.
- Continuously monitor craft availability and skill levels for forecasting capacity for satisfying PLA local hiring goals, especially those that apply to apprenticeship utilization. Maintain regular contact with apprenticeship coordinators to identify availability and opportunities for local residents and advise the District on craft apprenticeship programs, apprentice levels, training progress and access of local community members to the program.
- We will, to the extent possible, determine the number of local workers potentially available to work on covered projects.
- On behalf of OUSD, we will attend all Inter-Agency PLA (IAPLA) Construction group meetings to gather best practices from local agency compliance staff, develop partnerships and identify resources that can support the District's policy goals. The IAPLA is a group of compliance staff from local agencies in Alameda and Contra Costa County that currently have PLA's in place.
- Utilize the JAC as a platform to alert BTC of those trades for which contractors have had difficulty securing local workers. This can foster a collaboration to target graduates of local pre-apprentice training programs or outreach efforts to increase the number of individuals interested in those trades.
- In collaboration with the LBU Consultant, we would recommend developing and publishing a regularly distributed newsletter that can highlight upcoming construction projects, identify trade work that will be involved, highlight success stories and provide resources to workers looking to enter the construction trades.
- Develop a Contractor and a Union Information PLA packet, which will incorporate all of the important points of the PLA. The packets will be made available to contractors and union representatives at pre-bid, pre-job and pre-construction meetings.
- Attend pre-bid meetings to explain the local hire and apprenticeship requirements to contractors in attendance.
- Attend pre-construction meetings to present details of all reporting, local hire and apprenticeship requirements.
- Request from contractors any additional documentation and information as needed or requested for local hire.
- At the direction of the JAC, when a contractor is found to be in apparent noncompliance, we will implement corrective action plans that will delineate timelines and targets that each contractor must meet. For short duration projects, we will evaluate compliance at 10%, 25%, and 50% construction completion. For longer duration projects, we will evaluate compliance at 20%, 50% and 75% construction completion. When a contractor is found to be in apparent non-compliance, both the contractor and the JAC will be notified. We will monitor compliance and make monthly or as-needed reports to the JAC.



- Assist contractors with specific needs and issues, e.g. manpower availability, jurisdictional assignments, disputes, referral questions with assistance and coordination with any applicable District consultants.
- Work with participating contractors who may be having problems securing local residents. In this regard, we will coordinate with the relevant craft union pre-apprenticeship and apprenticeship program to help secure the worker dispatches.
- Conduct random site visits to District projects covered by the PLA in order to compare site visit reports with what is being reported in certified payrolls. Random site visits are to be conducted to verify certified payrolls. Each project will be visited weekly during the life of the project and will be coordinated with Project Manager. We will prepare written reports of site visits and provide a copy of said report to the District within a week of the site visit.
- Advise the District to withhold progress payment as necessary for non-compliant contractors.
- Provide a weekly activity reports to FD for specific activities to be performed and prepare monthly reports. As requested, we will also prepare special reports on local hiring, PLA progress, the JAC and other related issues. Reports may include:
  - Meeting minutes, monthly local hire goals tracking report, quarterly non-compliance local hire report, quarterly report on status of Contractors' Trust Fund contributions, site visit reports.
- Working with District staff, track potential and actual trust fund contribution funding levels and prepare a quarterly report on the status of contractors' contributions.

#### Monitoring and On Reporting On the Efficacy of the PLA

To support adequate and real-time reporting and maximize compliance with all PLA provisions, LCG/DSI will perform the following tasks:

##### PRE-CONSTRUCTION

- When bids are received, the District, contract administrator staff will submit a copy to LCG/DSI. The bid documents, especially the listing of subcontractors, will become the basis for the establishment of preliminary project filing system.

##### CONSTRUCTION

- Maintain all documents as public records and produce within three days from the initial written request.
- Provide information relevant to jobsite observations and provide answers to questions arising on the jobsite regarding the PLA.
- Once project activity has commenced, review the project summary reports produced by the LCG/DSI's reporting system on a weekly and monthly basis to identify any potential non-compliance.
- Submit contractor and subcontractor non-compliance reports monthly to the District's designated staff member detailing which firms are in non-compliance or compliance with the program. Reports will be divided into high level summary reports for the BOE or senior staff review and detailed reports for project staff.
- Occasionally contractors, primarily lower tier subcontractors, may start work without engaging in the



PLA on-boarding process. Should this happen, it will be imperative to meet with the new contractor immediately to review areas in which they may be out of compliance.

#### DISTRICT COORDINATION & SUMMARY REPORTING

- Work with District staff and LBU Consultant to highlight pre-apprentice and new apprentice success stories.
- Work with District staff to identify opportunities to streamline reporting processes and recommend Elation System administration and access rights efficiencies.
- Our team will be available to present and report PLA operational progress at BOE meetings, as requested.
- Periodically update our reporting system with subcontractor lists, contractor information and other information.
- Provide coordination between PLA stakeholders, including the JAC, Joint Administration Sub-Subcommittee, and the PLA Trust Fund.
- Maintain up-to-date records of all activities under this Agreement and will make those records available within 48 hours upon request by the District.
- In coordination with the FD, assist in the development and presentation of the semi-annual, annual or as needed reports to the Board of Education.
- Analyze accomplishments and shortfalls for each project.
- Prepare final close-out reports including but not limited to:
  - All documents gathered during the course of the project
  - Monitor final payment to the Trust Fund
  - Monitor submission of final payroll documents

#### SCHEDULE ADHERENCE

LCG/DSI will maintain continuous communication with District staff and outline timelines for key deliverables early on during the start of the contract. We will alert District staff immediately if there are reasons that the agreed upon timeline cannot be met. We appreciate that there are many departments within the District that are critical to the success of the PLA and have impact on the policy. Should there be approval delays, we will work with staff to understand what tasks can move forward pending official approval and develop a mitigation plan to catch up on items that were placed on hold during the approval process.





## CLIENTS

### FOR NON - K-12 PLA EXPERIENCE

**Name of Project:** AC Transit Bus Rapid Transit (BRT) Project

**Scope of Services:**

Provide overall Project Labor Agreement administration in coordination with agency staff. This includes the following: Developing the overall PLA implementation strategy (given that this was the agencies 1<sup>st</sup> PLA), scheduling pre-job meetings, collecting employment hiring plans,



updating and maintaining contact lists of workforce development organizations, meetings with local businesses regarding BRT employment/contracting, conducting monthly reviews of contractor certified payrolls, preparation of monthly compliance reports (contract and labor), conducting weekly construction site visits for labor compliance monitoring, monitoring certified payrolls against contractor employment hiring plans for compliance with local hiring goals, preparing local hire utilization reports for advisory committees, scheduling and participating in non-compliance meeting for contractors failing to meet the local hire goals and developing corrective action plans, coordinating meetings for Joint Administrative Committee and other PLA related meetings, providing quarterly BRT updates to union affiliates and Building Trades Council leadership. Monitoring trucking subcontractors and ensuring collection of Caltrans Owner Operator forms or certified payroll input by teamster driver/employees.

**Contact:**

Mr. Phillip Halley  
phalley@actransit.org, (510) 891-7164

**Members of Team:**

- Andrea Lowe – Project Manager
- Sheranita Mayo
- Jeremy McCants

**Construction dollar value \$:**

216 million

**Litigation:**

None

**Performance Period:**

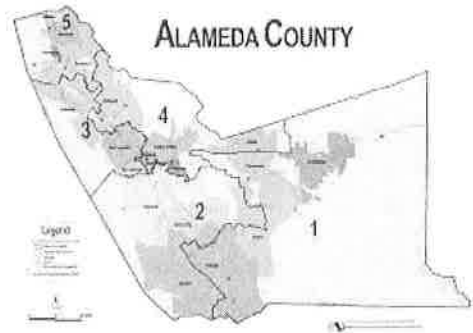
2014 – Ongoing



**Name of Project:** Alameda County General Services Administration

**Scope of Services:**

LCG/DSI provide Project Stabilization and Community Benefits Agreement (PS/CBA) administration and Labor Compliance Monitoring Services to the County of Alameda. Initially, DSI negotiated with the Building and Construction Trades Council of Alameda two PSCBAs for the County; one project specific and second a Countywide agreement. As the PSCBA administrator, LCG/DSI monitor contractor's compliance with local hire goals as well as other key PSCBA requirements on all County covered by the PSCBA, including but not limited to the over \$100M courthouse. Additionally, monitor labor compliance on County projects with construction budgets in excess of \$1M dollars.



**Contact:**

Ms. Joan Quillio, General Services Administration  
joan.quillio@acgov.org, (510) 208-9584

**Construction dollar value \$:**

Varied

**Litigation:**

None

**Performance Period:**

2014 – Ongoing

**Members of Team:**

- Jake Sloan, Principal in Charge
- Andrea Lowe, Project Manager
- Jeremy McCants
- Kitty Creech
- Maribel Alejandre

**Name of Project:** Port of Oakland

**Scope of Services:**

In association with Parsons Constructors Inc., DSI negotiated the first Maritime and Aviation Project Labor Agreement (MAPLA) for the Port of Oakland, which covers over \$500 million in construction for more than 180 projects. In 1999, this innovative PLA was the first of its kind to include a Social Justice Program focused on the hiring of local area residents. DSI negotiated the MAPLA 2016 extension and currently, DSI is responsible for managing the PLA and assisting the Port in monitoring prevailing wages on an as-needed basis. Monitoring the utilization of local resident apprentices is an important element of the program. DSI co-chairs a trust fund established to provide financial support for local area pre-apprenticeship and related programs.



**Contact:**

Ms. Amy Tharpe, Director of Social Responsibility  
atharpe@portoakland.com, (510) 627-1312

**Construction dollar value \$:**

1 billion

**Litigation:**

None

**Performance Period:**

1999 – Ongoing

**Members of Team:**

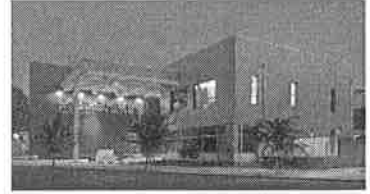
- Jake Sloan, Principal in Charge
- Kitty Creech
- Maribel Alejandre



## FOR K-12 PLA EXPERIENCE

**Name of Project:** Oakland Unified School District

**Scope of Services:** DSI is currently the administrator for the Oakland Unified School District Project Labor Agreement (PLA), covering more than \$500 million in school modernization projects. This is an innovative PLA that includes a Social Justice Program focused on the hiring of local residents. DSI is responsible for managing the PLA and assisting the District in monitoring prevailing wages on an as needed basis. Monitoring the utilization of local resident apprentices is an important element of the program.



**Contact:**

Ms. Pam Henderson, Project  
Manager pamilam.henderson@ousd.org  
(510) 535-7062

**Construction dollar value \$:**

500 million

**Litigation:**

None

**Members of Team:**

- Jake Sloan, Principal in Charge
- Maribel Alejandre- Project Manager

**Performance Period:**

2004 – Ongoing



PROFESSIONAL FEES: LCG/DSI proposes billing at a not-to-exceed flat fee of \$15,000 per month. Should tasks arise that would require a level of effort above and beyond the hours delineated below, we would seek written approval from District staff. Additionally our proposal includes Joint Administrative Committee support services. The anticipated level of effort to support each task is as follows:

Lowe Consulting Group, Inc./Davittier Sloan, Inc. MONTHLY COST PROPOSAL										
Category/Title	Name	Andrea Lowe	Jake Sloan	Maribel Alejandre	Sheranita Mayo	Jeremy McCarthy	Jaime Alejandre	Total Hours Per Task	Total Costs Per Task	
	Principal in Charge	Project Advisor	PLA Lead	PLA Support	Site Visit Lead	Site Visit Support				
Direct Rate		\$190.00	\$190.00	\$125.00	\$125.00	\$90.00	\$90.00			
Task 1:	Managing Labor Relations	5	6	18	8	0	0	37	\$ 5,340.00	
	Provide support to the District as requested by the District and/or FD to administer the PLA and to assist with PLA contract interpretations and notices.	1	1					2	\$ 380.00	
	Assist the District in establishing policies and procedures for the PLA.	1	1					2	\$ 380.00	
	Serve as the principal liaison on behalf of the District to the Building Trades Council and its affiliated unions.	2						2	\$ 380.00	
	Ensure that the terms of the PLA are consistently applied.			1	0			1	\$ 125.00	
	Ensure the immediate resolution of all labor disputes and grievances through coordination with the Building Trades Council and appropriate grievance and arbitration procedures in order to ensure that the rehabilitation and construction work is completed on time.		2					2	\$ 380.00	
	Manage all disputes and grievances, including those during pre-job meetings, through Joint Administrative Committees, or formal grievance resolution procedures.		2					2	\$ 380.00	
	Coordinate, schedule, and attend meetings between the District and the signatory unions, including pre-construction conferences to discuss craft jurisdictions and the dispatch of workers.			3	2			5	\$ 625.00	
	Provide interim bulletins advising of scheduled pre-construction meetings and agendas for PLA items for pre-bid, pre-construction, and other meetings.			2	1			3	\$ 375.00	
	Coordinate with contractors and subcontractors to facilitate the timely payment to appropriate trust funds as required under the Letter of Assent (LOA) and work with unions and contractors to expeditiously resolve all disputes regarding payments to trust funds.			3	1			4	\$ 500.00	
	Represent the District at all pre-job meetings for all PLA projects in order to ensure that contractors, subcontractors, the Building Trades and their affiliated unions understand the covered project work.			6	2			8	\$ 1,000.00	
	JAC Administrative Committee support services including but not limited to: convene the quarterly JAC meeting, prepare meeting agenda, reports and minutes and oversee the grievance process through Step 2.	1		3	2					
Task 2:	Coordinating Workforce Develop & Employment Programs	7	2	2	7	5	0	23	\$ 3,235.00	
	Facilitate community outreach efforts as directed to assist contractors with goals of the PLA.	5			5			10	\$ 1,575.00	
	Prepare appraisals of future manpower required on the Projects throughout the PLA region and disseminate that projection to unions.		2	2				4	\$ 630.00	
	Proactive outreach and engagement to identify local residents interested in construction careers-as proposed by LCG/DSI	2			2	5		9	\$ 1,030.00	
Task 3:	Monitoring & Reporting	8	2	12	5	20	10	57	\$ 6,425.00	
	Liaise with the District and contractors as necessary regarding compliance with the terms of the PLA.	1		4	2			7	\$ 940.00	
	Collect the Letter of Assent (LOA) from all contractors and subcontractors performing work on the projects.			2	1			3	\$ 375.00	
	Advise the District to withhold payments as necessary.	1		2	1			4	\$ 565.00	



Lowe Consulting Group, Inc./Davillier Sloan, Inc. MONTHLY COST PROPOSAL									
		Name						Total Hours Per Task	Total Costs Per Task
Category/Title		Andrea Lowe	Jake Sloan	Maribel Alejandre	Sheranita Mayo	Jeremy McCents	Jaime Alejandre		
Direct Rate		Principal in Charge	Project Advisor	PLA Lead	PLA Support	Site Visit Lead	Site Visit Support		
Task 1: Managing Labor Relations		\$190.00	\$190.00	\$125.00	\$125.00	\$80.00	\$80.00		
	Attend meetings with District as needed to provide updates on project work, including the compliance with PLA hiring requirements, trust fund payments, and the status of any labor issues; schedule, chair and record minutes of all meetings scheduled to address issues related to the PLA hiring objectives.	5	6	18	8	0	0	37	\$ 5,340.00
	Visit District construction sites to monitor compliance of PLA by both contractors and unions, maintain files and electronic databases related to the PLA.	4	1	2	1			8	\$ 1,325.00
	Prepare periodic status updates on the Agreement with regard to the PLA projects, including a description of any obstacles or barriers faced and lessons learned throughout the process.					20	10	30	\$ 2,400.00
		2	1	2				5	\$ 820.00
TOTAL HOURS		20	10	32	20	25	10	117	
Subtotal Labor per staff:		\$ 3,800.00	\$ 1,900.00	\$ 4,000.00	\$ 2,500.00	\$ 2,000.00	\$ 800.00		\$ 15,000.00
TOTAL COST:									\$ 15,000.00



## LOCAL BUSINESS PARTICIPATION WORKSHEET

Prime Consultant: **Lowe Consulting Group, Inc.**

RFQ/P: **Labor Compliance 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: Lowe Consulting Group, Inc.</b> <b>Address: 675 Hegenberger Road, Suite 228</b> <b>Oakland, CA 94621</b>  <b>Phone: (510) 986-1100 x.2</b> <b>Email: alowe@lowecg.com</b>	55%	55%	55%	55%	6802
<b>Prime Company: Davillier-Sloan, Inc.</b> <b>Address: 1632 12<sup>th</sup> Street,</b> <b>Oakland, CA 94607</b>  <b>Phone: (510) 385-1242</b> <b>Email: jake@davilliersloan.com</b>	45%	45%	45%	0%	4249
<b>Prime Company:</b> <b>Address:</b>  <b>Phone:</b> <b>Email:</b>					
<b>TOTAL PARTICIPATION</b>	<b>100%</b>				

Approval - LBU Compliance Officer



# **ADDITIONAL DATA**

Company Information

Resumes

Workforce Development Samples



## ADDITIONAL DATA

### TRAINING

LCG is committed to ongoing education of its staff and all staff have recently have or are scheduled to attend the following seminars:

- Construction Resource center, CM Training Course (Fall 2018)
- FCCI Prevailing Wage Seminar (March 2019)
- ACCA Training Seminar (September 2019)

### STAFFING

LCG currently has 5 Full Time Equivalent staff

# Andrea H. Lowe

## *Principal-in-Charge*

### Summary of Qualifications

Andrea Lowe has fifteen years of progressive experience in labor compliance, payroll monitoring, systems design & development and compliance monitoring. Andrea also possesses expertise in contract compliance, development and implementation of community benefit programs, design & delivery of technical assistance and professional development courses. Mrs. Lowe has working relationships with project managers and engineers to ensure that contractors are compliant with public works law governed by the Department of Industrial Relations and Davis Bacon. She 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

### Relevant Skills

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

### Relevant Experience

**Lowe Consulting Group, Inc. – August 2006 to Present** Oakland, CA  
A local, woman-owned firm specializing in community engagement programs and contract/labor compliance.

#### President

- **Alameda County:** Implement & monitor contractor compliance with the Project Stabilization/Community Benefits Agreement on behalf of Alameda County. Including developing 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 outreaching to small and diverse business 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 a comprehensive program involving one-on-one, seminar and web-based training for the 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 and communication; participation on project local hire committee and oversight of workforce goal attainment; and oversight of relations web-based reporting systems.

# Andrea H. Lowe

## *Principal-in-Charge*

- **Turner Construction Company:** Community Affairs program support for the Oakland Airport Terminal 2 Improvement Project & East Oakland Sports Center; including 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.
- **Clark Construction Company:** Community Benefits Program for the Alameda County Highland Hospital Replacement Tower Project; develop and implement comprehensive community benefits program including programming for local youth, businesses, community based organizations, and neighboring residents.
- **Emery 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.
- **Alameda County Transportation Authority:** Constituent Canvassing & Local Business Capacity Study for the Bus Rapid Transit Program; poll businesses along the project alignment to assess gather their feedback and provide project information, assess capacity of local business community to ensure project goals meet business availability, support program manager with policy development, oversight, and implementation.
- **San Francisco Bay Area Rapid Transit District:** Conduct 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 agencies first initiative to provide training to small/local contractors seeking to bid on SFMTA Projects.

### Other Work Experience

**Turner Construction Company – 2003 to August 2008** Community Affairs  
Director, Oakland, CA

**INROADS/Northern CA, Inc.** - 1996 to 2003  
Managing Director, Oakland, CA

**Bank of America** - 1992 to 1996  
HR Generalist, San Francisco, CA

### Presentations/Training

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

**American Contract Compliance Association, 2007, 2008, 2009**

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

# JAKE SLOAN

## PROJECT ADVISOR

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### Related Training:

Department of Industrial  
Relations Labor  
Compliance Program  
Seminar

State of California Labor  
Commissioner and  
Department of  
Industrial Relations  
Labor Compliance  
Training

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

LORMAN Prevailing Wage  
Law in California

Associated General  
Contractors of Northern  
California Prevailing  
Wage Compliance

Mr. Sloan has more than 30 years of increasing responsibility in the construction industry. He has more than 15 years of experience in prevailing wage and labor compliance related administration.

Mr. Sloan has ultimate responsibility for all work performed in the areas of labor compliance, project labor agreement and local capacity building program negotiation and administration.

### Experience

#### 1986- Present

**Davillier-Sloan, Inc. (DSI)**, President. DSI is one of the foremost Labor Compliance Program (LCP) and Project Labor Agreement (PLA) consultants in the state of California. Established in 1986, DSI provides services throughout California to public agencies, developers, contractors, and program and construction managers.

DSI provides a full range of labor-management services, including but not limited to the development and administration of LCPs, Project Labor Agreements (PLAs) and Local Capacity Building Programs (LCBPs). The LCBP focus is on the maximum utilization of local area residents and businesses on public works projects. DSI has successfully supplied this full range of services on more than 30 major programs and 300 projects and presently manages 14 school district LCPs and 3 developer related programs. DSI also serves as co-administrator of 2 PLAs.

#### 1982- 1986

**Jefferson Associates**, Vice President and Senior Project Manager.  
Planning and Engineering

#### 1976-1982

**The George Hyman Construction Company**, Project Manager.  
Construction and Construction Management

# MARIBEL ALEJANDRE

## PLA LEAD

### Training:

Foundation for Fair

Contracting: Federal & state  
prevailing Wage Compliance  
/ Labor Compliance  
Workshop

LORMAN Prevailing Wage Law  
in California

Associated General

Contractors of Northern  
California Prevailing Wage  
Compliance

Mrs. Alejandre has over 13 years of experience in the administration of Labor Compliance Programs (LCP), Project Labor Agreements (PLA) and Disabled Veteran Business Enterprise (DVBE) outreach. Instead of the conventional method of LCP or PLA administration, Mrs. Alejandre uses a web-based system to monitor LCP and PLA requirements. Her comprehensive knowledge and experience with prevailing wage and apprenticeship requirements enables her to review the automated process and manually complete any function the electronic system cannot perform. She has been developing new functions and reports to increase the efficiency of the computer system.

Additionally, Mrs. Alejandre is fluent in Spanish which has assisted in collecting information during site visits and worker interviews.

### Experience

**Oakland Unified School District (OUSD) Project Labor Agreement (PLA)**, Program Manager. Mrs. Alejandre primarily focuses on tracking the participation of local workers on OUSD's PLA covered projects. She generates weekly local hire reports and distributes them accordingly. Additionally, she attends pre-bid, pre-construction and pre-job meetings, reviewing the PLA requirements with contractors.

**Port of Oakland (Port), Maritime and Aviation Project Labor Agreement Administration (MAPLA)**, Analyst. Mrs. Alejandre assists with the administration the Port's MAPLA, which includes but not limited to monitoring local hire compliance, document submittal and generating reports for the Social Justice Committee, Social Justice Sub-Committee, Local Hire Committee and Social Justice Trust Fund.

### Additional Program Related Experience

- **Highland Hospital ATR Project, Prevailing Wage Compliance and Davis Bacon Act Compliance.** Mrs. Alejandre is currently assisting Vanir Construction responsibility to comply with both the California Labor Compliance Program and the Davis Bacon Act, using the web-based system LCPtracker™. This work is being done for the County of Alameda.
- **HMH Construction (HMH), Prevailing Wage Compliance and DVBE Outreach.** Program Manager.

### Summary of Key Qualifications

Sheranita Mayo has over 5 years' experience working to develop cooperative relationships with community members, elected officials, government representatives, stakeholders, and business leaders. She has experience in labor compliance monitoring and PLA Administration. She also has in depth knowledge of prevailing wage statutes and payroll monitoring. She demonstrates outstanding interpersonal and communication skills. She has partnered with local pre-apprentice training programs to develop a pipeline of individuals ready, willing and able to work on sponsored projects.

### Educational Background

**University of California, Berkeley**

B.A. in Ethnic Studies

**Goldman School of Public Policy**

Minor in Public Policy

### Relevant Skills

- Prevailing Wage & labor compliance expertise
- Flexibility/ Adaptability/ Managing Multiple Priorities
- Strong Leadership and Management Skills
- Ability to Make Decisions and Problem Solve
- Strong Presentation and Public Speaking Skills
- Proficient in Microsoft Office applications, to produce reports, correspondence and a variety of other materials

### Relevant Experience

**Lowe Consulting Group, Inc. – December 2014 to Present,**  
Oakland, CA

A local, woman-owned firm specializing in community engagement programs and contract/labor compliance.

- **AC Transit: East Bay Bus Rapid Transit Project.** Labor compliance oversight of project and assistance to subcontractors in meeting the established local workforce hire goals. Conduct weekly site visits and compare site visit information with certified payroll report data. Maintain meeting minutes for Joint Administrative Committee meetings, Small Limited Purpose Committee meeting, and pre- job meetings.
- **City of Richmond:** Liaise with, and provide training and support to, end users and staff on system operation. Troubleshoot problem areas in a timely and accurate fashion, and provide end user training and assistance where required. Diagnosis, and resolution of complex problems for a variety of end users, and recommend and implement corrective system solutions. Implement, redesign & roll out web-based labor compliance and monitoring system for all construction project managed by the City of Richmond.
- **Alameda County: Countywide Project Stabilization/Community Benefits Agreement.** Manage communication process between Alameda County Social Services Agencies and Capital Improvement projects. Maintain meeting minutes for pre- jobs and governing Joint Administrative Committee Meetings. Conduct on site worker interviews for covered projects.

- **Signature Properties: Brooklyn Basin Project.** Compliance oversight of Brooklyn Basin project and assistance to subcontractors in meeting the established local hire goals. Create and maintain compliance reports in preparation for quarterly Joint Administrative Committee meetings.
- **San Francisco Housing Authority: Residential Assistance Demonstration.** Implement and Administrate the SFHA RAD Project Labor Agreement for 29 project sites. Served as company liaison to local agency staff, city council, business groups, and trade associations to connect them with A Squared Ventures project opportunities and provide periodic updates on the projects the company is supporting.

### Other Work Experience

Community and workforce engagement programs for the following agencies/projects:

- Bombardier
- San Francisco Bay Area Rapid Transit District
- Clark Construction Group
- ACE Mentorship Program

### Relevant Trainings Attended

- Department of Industrial Relations Labor Compliance Program Seminar
- Construction Resource Center, Project Management Course
- Foundation for Fair Contracting: Prevailing Wage Compliance / Labor Compliance Workshop

### Summary of Key Qualifications

Jeremy has in-depth experience working with community groups and local advocacy organizations. He has conducted outreach to varied community groups and managed administrative tasks to ensure deadline 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
- Event Planning
- Bookkeeping

### Relevant Trainings

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

### Relevant Experience

**Lowe 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 on 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 and assistance to 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



# JAIME ALEJANDRE

## SITE VISIT SUPPORT

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### Training:

Foundation for Fair

Contracting: Federal & state  
prevailing Wage Compliance  
/ Labor Compliance  
Workshop

Mr. Alejandre has exceptional and broad-based experience in monitoring compliance with state and federal prevailing wage laws, particularly in the area of site visits.

### Education

**Leadership High School**, High School Diploma

### Experience

#### 2010 - Present

Mr. Alejandre has more than 8 years of experience in conducting site visits on public works projects, ranging in size from \$56,000,000 to \$800,000,000. These projects have been both federally and state funded and has included the following:

- The Ashland Project: One project covered by state labor law requirements with an estimated construction cost of \$56,000,000.
- The East Side Unified School District: major projects covered by state labor law requirements
- The Highland Acute Tower Hospital Project: One project covered by both Federal and state labor law requirements with an estimated construction cost of \$680,000,000.
- The West Contra Costa Unified School District: More than 150 projects covered by state labor law requirements with an estimated construction cost of \$400,000,000.

Additionally, Mr. Alejandre has 5 years of experience in monitoring certified payrolls. This experience allows him to make expert comparisons between what is discovered in the field as opposed to what is reported by contractors and to ascertain crucial information to determine potential underpayment of prevailing wages, as well as other applicable requirements.

In addition to English, Mr. Alejandre is fluent in Spanish, which has assisted him while collecting information during site visits, and worker interviews. Spanish is the first and primary language for many workers on Bay Area projects.

Workforce Development flier developed by Lowe Consulting Group, Inc. to support local residents interested in accessing construction apprentice opportunities.

# CONSTRUCTION

## Are You Interested IN A CONSTRUCTION CAREER?



### STEP 1 Contact Us!



- **CONTACT US** and get on the list.
- Call our **HOT LINE #** : (510) 891-5478 or email us at : **EMAIL- brrt@actransit.org**

### STEP 2 Have Any Experience In Construction?

- For those **WITH NO EXPERIENCE** – continue to STEP 3.
- For those **WITH CONSTRUCTION EXPERIENCE** – go to STEP 4.

### STEP 3 Referral & Training



For Clients with **NO Construction Experience**–

- Contact one of the following Pre-Apprenticeship Training Programs :  
[www.cypressmandela.org](http://www.cypressmandela.org), [www.wojrc.org](http://www.wojrc.org), [www.risingsunenergy.org](http://www.risingsunenergy.org)
- Access Supportive Services (i.e GED Classes, Test Preparation skills etc).

### STEP 4 Construction Ready Clients

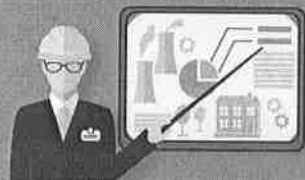


For **Construction Ready Clients** –

- Referred to AC Transit Bus Rapid Transit (BRT) Contractors.
- Referred to Other Construction Opportunities!

### STEP 5 Construction Apprentice Program

- Paid classroom instruction



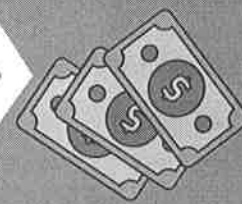
- Paid on the job training



- Benefits

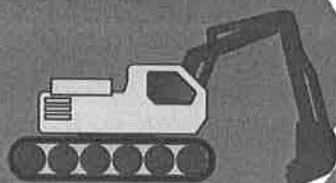


- Start making money



### STEP 6 After Completion - Get Work & Start Your Career!

- Gain work experience



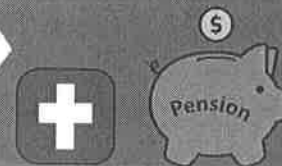
- Become a journey level worker



- Make a decent wage



- Healthcare, Pension, and Vacations



For more information on AC Transit's Construction Careers Policy  
Call Our Hot line #: (510) 891-5478 or Email: [brrt@actransit.org](mailto:brrt@actransit.org)

# CONSTRUCCIÓN

## ¿Está interesado en UNA CARRERA EN LA CONSTRUCCIÓN?



### PASO 1 Contáctenos



- **CONTÁCTENOS** e insíbase.
- Llame a nuestra **LÍNEA DIRECTA** al (510) 891-5478 o envíenos un **CORREO ELECTRÓNICO** a [brt@actransit.org](mailto:brt@actransit.org)

### PASO 2 ¿Tiene experiencia en el campo de la construcción?

- Para aquellos **SIN EXPERIENCIA**, continúen al PASO 3.
- Para aquellos **CON EXPERIENCIA EN CONSTRUCCIÓN**, vayan al PASO 4.

### PASO 3 Referencias y capacitación



Para los clientes **SIN** experiencia en la construcción:

- Contáctese con uno de los siguientes Programas de Capacitación de Aprendizaje Previo: [www.cypressmandela.org](http://www.cypressmandela.org), [www.wojrc.org](http://www.wojrc.org), [www.risingsunenergy.org](http://www.risingsunenergy.org)
- Acceda a los Servicios de Apoyo (es decir, Clases de preparación para el examen GED, habilidades de Preparación para Exámenes, etc.)

### PASO 4 Clientes con preparación en la construcción



Para clientes con preparación en la construcción:

- Derivados a los contratistas del Servicio de Autobuses de Tránsito Rápido (BRT).
- Derivados a otras oportunidades de construcción.

### PASO 5 Programa para Aprendices de Construcción

- Clases áulicas pagas



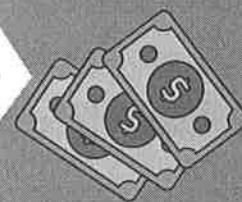
- Capacitación paga en el lugar de trabajo



- Beneficios

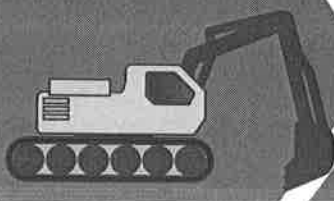


- Comience a ganar dinero

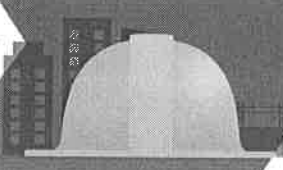


### PASO 6 Luego de completar el programa, obtenga trabajo y comience su carrera.

- Gane experiencia laboral



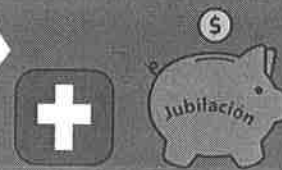
- Conviértase en un trabajador de nivel superior



- Gane un salario decente



- Asistencia médica, jubilación y vacaciones



Para obtener más información acerca de la Política de Carreras en el campo de la Construcción de AC Transit, llame a nuestra línea directa al (510) 891-5478 o envíenos un correo electrónico a [brt@actransit.org](mailto:brt@actransit.org)



ASQUAREDVE

KCALDERON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2019

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> George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (707) 525-4150 <b>E-MAIL ADDRESS:</b> info@gpins.com	
<b>INSURED</b>  Lowe Consulting Group, Inc. 675 Hegenberger Road, Suite 228 Oakland, CA 94621	<b>FAX (A/C, No):</b> (707) 525-4175	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Ohio Security Insurance Company	<b>NAIC #</b> 24082
	<b>INSURER B:</b> Preferred Employers Insurance Company	<b>10900</b>
	<b>INSURER C:</b> Admiral Insurance Company	<b>24856</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	BLS (20) 55 87 50 44	1/14/2019	1/14/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS (20) 55 87 50 44	1/14/2019	1/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<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	Y/N	N/A	WKN159634-4	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Professional Liab</b>			EO000026321-05	8/4/2018	8/4/2019	Ded: \$10,000 2,000,000

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

## Independent Consultant Agreement

Oakland Unified School District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named as Additional Insureds for General Liability per CG 85 83 04 13 and CG 88 10 04 13, Primary and Waiver of Subrogation included per CG 88 10 04 13. All forms and/or endorsements are attached.

## CERTIFICATE HOLDER

## CANCELLATION

Oakland Unified School District  
Board of Education  
1000 Broadway, Suite 680  
Oakland, CA 94607

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





## 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 Lowe Consulting Group, Inc. Agency's Contact Andrea Lowe alowe@lowecg.com  
 OUSD Vendor ID # New Vendor Vendor Title:  
 Address 657 Hegenberger Road, Suite 228 Telephone 5109861100  
 Oakland, CA 94606 Policy Expires: 1-14-2020  
 Contractor History Previously been an OUSD contractor? ☐ Yes Worked as an OUSD employee? ☐ Yes  
 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 \$180,000.00  
 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 LPP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object	Amount
9350/9000	Fund 21, Measure J	210-9350-0-9000-8500-6289-918-9180-9905-9999-99999	6289	\$180,000.00

## 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

4. Senior Business Officer, Board of Education

Signature Date Approved

5. President, Board of Education

Signature Date Approved