



Public Works Agency
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acpwa.org

November 6, 2017

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

SUBJECT: APPROVE THE EXECUTION OF AGREEMENT WITH L. LUSTER & ASSOCIATES, INC. (PROCUREMENT CONTRACT NO. 15965) FOR BUSINESS AND COMMUNITY OUTREACH AND CONTRACT AND LABOR COMPLIANCE SERVICES

RECOMMENDATION:

Approve a Standard Services Agreement (Procurement Contract No. 15965) with L. Luster and Associates, Inc. (Principal: Laura Luster PhD; Location: Oakland) to provide Business and Community Outreach and Contract and Labor Compliance consulting services, for the term 12/1/17 - 11/30/20, with the option to renew for two additional one-year terms, in the amount of \$1,400,000

DISCUSSION/SUMMARY:

Public Works Agency (PWA) and Flood Control Water Conservation District (FCWCD) is firmly committed to providing equal employment and business opportunities for all persons regardless of race, color, religion, sex, national origin, age, and non-job related disabilities. Because of this commitment, PWA and FCWCD intends to utilize the services of an outside consultant to assist in the implementation of its business and community outreach and contract and labor compliance programs. The consultant's support shall assist in enhancing the participation of Alameda County businesses, particularly Disadvantaged Business Enterprises (DBEs), Minority and Women-owned Businesses Enterprises (MWBEs), and Small, Local and Emerging Business (SLEB) firms in its contracting and procurement opportunities related to Road Construction, Maintenance and Operations; Construction and Development; and the Flood Control Water Conservation District construction and professional services procurement. In addition, the consultant will assist to monitor and enforce compliance with the SLEB Construction Compliance Program (CCP) (or ECOP) and DBE programs; the "Subletting and Subcontracting Fair Practices Act of the CA Public Contract Code; the Prevailing Wage requirements of the CA Labor Code and other County Policy's, that promotes and increases the utilization of of small and local businesses in the County of Alameda.

Honorable Board of Supervisors

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November 6, 2017

SELECTION CRITERIA/PROCESS:

PWA developed and issued a Request for Proposal (RFP) No. LAN2017661 on September 28, 2017 which was posted on the County's contracting opportunities websites for both PWA and GSA-Purchasing, which sent an EGOV notification to 3740 subscribers of GSA- professional services current contracting opportunities. Supplemental outreach was conducted by PWA staff through direct email solicitations to 87 unique contacts in PWA's professional services consulting database. The County received one response from L. Luster & Associates, Inc. Their proposal was reviewed by the County Selection Committee which consisted of County staff and a contract compliance officer from the City and County of San Francisco, Contract Monitoring Division. L. Luster & Associates, Inc. meets all requirements of the RFP, received favorable references, and is a certified SLEB (SLEB Cert. No. 05-90760, Exp. Date 12/31/2018) and PWA is satisfied with the services provided by them as the incumbent contractor.

FINANCING:

There will be no impact on the County General Fund. There is no increase in net County cost as a result of this action. Appropriations for this contract are included in the Public Works Agency's Approved Fiscal Year 2017-18 Budget within Fund No. 21200 and 21801; Organization No. 270401 and 270301; Account No. 610261 and will be requested in future budget years. Pursuant to a 2012 Memorandum of Understanding between the County and District, the County and District identified this agreement as an opportunity for shared contracting. The County will administer this agreement, but District may utilize services under the agreement if it promptly reimburses costs it incurs.

Yours truly,
DocuSigned by:
Bill Lepore
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Daniel Woldesenbet, Ph.D., P.E.
Director of Public Works

DW/RV/

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of November 21, 2017, is by and between the County of Alameda, hereinafter referred to as the "County", and L. Luster & Associates, Inc. hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Business and Community Outreach and Contract and Labor Compliance Services which are more fully described in Exhibit A hereto referred to as ("Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Business and Community Outreach and Contract and Labor Compliance Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contract Compliance Reporting Requirements
Exhibit O	The Iran Contracting Act (ICA) of 2010

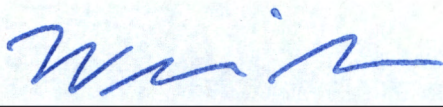
The term of this Agreement shall be from December 01, 2017 through November 30, 2020.

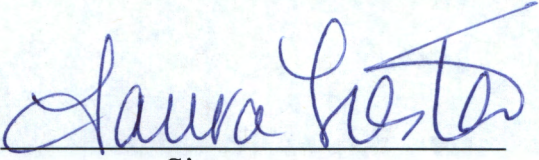
The compensation payable to Contractor hereunder shall not exceed *one million four hundred thousand dollars (\$1,400,000)* for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

L. LUSTER & ASSOCIATES, INC.

By: 
Signature

By: 
Signature

Name: **WILMA CHAN**
(Printed)

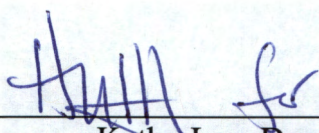
Name: Laura Luster, PhD.
(Printed)

Title: President of the Board of Supervisors

Title: President

Date: : 11/09/2017

Approved as to Form:
Donna Ziegler, County Counsel

By: 
Kathy Lee, Deputy

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, the Alameda County Flood Control and Water Conservation District ("District"), and their Boards of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County and District may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County or District, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County and District harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
6. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code

of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
7. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
8. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
9. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
10. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The

County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

11. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

12. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY
951 Turner Ct. Room 100
Attn: Roel Villacarlos

To Contractor: L. LUSTER & ASSOCIATES
212 9TH Street Suite 309
Oakland CA 94607
Attn: Laura Luster, PhD

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

13. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:**

Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

15. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall

notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

16. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Business and Community Outreach and Contract and Labor Compliance Services shall not exceed \$1,400,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

20. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:**

Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency,

Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.

- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 21. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 22. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 23. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
- 24. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

25. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
26. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
29. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2),

Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

30. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
31. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
32. **EXTENSION:** This agreement may be extended for two one-year extensions by mutual agreement of the County and the Contractor.

33. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide business and community outreach and contract and labor compliance service in accordance with the “Specific Requirements” section within the County’s Request for Proposal (RFP) No. LAN2017661 and set forth on this Exhibit A, consisting of the following:

Exhibit A-1: Specific Requirements
Exhibit A-2 Additional Provisions

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. LAN2017661, including any addenda, specifically including Exhibit A-2 response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Laura Luster, PhD.,	Project Manager
Joan Quillio	Contract Compliance Specialist
Lorena Arroyo	Business & Community Outreach
Monica Rice	Community Outreach Specialist
Tamera White	Public Relations Specialist
Subconsultants:	

ENVIROCOM, Surlene Grant
Communications Strategies
Bryan Kring, Kring Design Studio

Community Outreach Manager
Graphics & Web Designer

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1
SPECIFIC REQUIREMENTS

Per Section I. GENERAL CONDITIONS, paragraph E. SPECIFIC REQUIREMENTS; pages 5 -7
of RFP No. LAN2017661

A. SPECIFIC REQUIREMENTS

1. **Business Outreach** services include, but are not limited to, the following:
 - a. Maintain and augment the Agency's electronic database listing of certified DBE, SLEB, M/WBE, and LBE firms.
 - b. Assist prime contractors, prospective proposers and proposers on Agency projects, and other interested parties to identify and solicit DBE, SLEB, M/WBE, and LBE subcontractors or sub-consultants.
 - c. Administer, organize and coordinate the Agency's Building Opportunities for Businesses (BOB) events.
 - d. Attend and assist the Agency at meetings and outreach events, as requested.
 - e. Administer, organize, and coordinate the Contractor's Academy and other capacity building events.
 - f. Provide technical assistance and capacity-building strategies to DBE, SLEB, MWBE and LEB firms:
 - i. Directing them to business, governmental and industrial resources;
 - ii. Identifying subcontracting items in Agency's project scopes of work;
 - iii. Providing or directing them to other technical assistance as required; and,
 - iv. Providing timely notifications of pre-bid meetings and/or pre-proposal.
 - g. Assist the Agency in administering and maintaining the current Business Outreach Plan, which informs the County's small business community of Agency contracting opportunities and projects and encourage bidding.
 - h. Develop effective working relationships and open communication with the business community.
 - i. Periodically, complete bid analyses and prepare reports on outreach efforts and results.

- j. Read plans and specifications to identify subcontracting items in the scope of work and assist prime contractors with the identification and solicitation of DBE, SLEB, M/WBE and LEB firms.
 - k. Assist the Agency with pre-bid (job-walks) conferences as directed and respond to questions.
2. **Community Outreach** services include, but are not limited to, the following:
- a. Develop and implement outreach strategies for the Agency's functions, programs, and design and construction projects that reach a broad audience and provide opportunities and tools for sharing and receiving information. This may include, but is not limited to, the following:
 - i. Identification of and communication with community, business, and project stakeholders;
 - ii. Develop and provide printed and digital communication tools, including printed and digital materials, response tracking;
 - iii. Facilitate communications forums (i.e. public workshops, meetings and stakeholder interviews); and,
 - iv. Develop and maintain web, social media and other interactive communication platforms.
3. **Contract and Labor Compliance** includes as needed services, including but not limited to, the following:
- a. Ensure contract compliance;
 - b. Enforcement of prevailing wage requirements;
 - c. Enforcement of the Agency's Construction Compliance Program;
 - d. Implementing the DBE Program for all federally-funded projects;
 - e. Effectuating Project Labor Agreements; and,
 - f. Monitor registration and certification eligibility for County SLEB Program.

EXHIBIT A-2
DESCRIPTION OF PROPOSED SERVICES

Per L. Luster & Associates, Inc.'s Proposal dated October 19, 2017
Section 6: DESCRIPTION OF THE PROPOSED SERVICES, pages 20-28

SECTION 6: DESCRIPTION OF THE PROPOSED SERVICES

L. Luster & Associates (LLA) in association with ENVIROCOM Communication Strategies (ENVIROCOM) and Kring Design Studio (KRING) is proposing to provide business and community outreach and contract compliance services to the Alameda County Public Works Agency (ACPWA). The LLA Team includes a robust group of industry professionals with significant expertise and longstanding relationships within Alameda County. Following is a description of how the Team will deliver the services ACPWA is seeking.

A. BUSINESS OUTREACH SERVICES

It is the Team's understanding that ACPWA wishes to enhance the participation of businesses located in Alameda County, particularly Disadvantaged Business Enterprises (DBE), Minority-owned and Women owned Business Enterprises (MBE and WBE) and Small, Local Emerging Businesses (SLEB), in its contracting and procurement opportunities. The Team is proposing a multi-pronged approach to achieving this outcome. Lorena Arroyo will be the Team's lead person for Business Outreach Services. For the past 14 months, she has been providing business outreach support, organizing the BOB event series and facilitating the Contractor Academy for ACPWA. Ms. Arroyo has a strong background in business and community outreach in Alameda County. Also, Monica Rice will be on hand to assist Lorena in delivering business outreach services to ACPWA. She will provide support for events and the Academy, help make connections with local firms and organizations, and contribute to report preparation.

During LLA's years as an outreach consultant to public agencies, including the ACPWA, we have learned that successful outreach to promote attainment of business participation goals must be a combination of general and project specific outreach. Further, these outreach efforts should be well planned, integrated with an agency's overall community engagement activities, tracked and periodically assessed. This approach requires: 1) Planning; 2) Maintaining a presence within the targeted business communities; 3) Developing relationships with these businesses over time; 4) Mounting consistent and ongoing outreach activities; 5) Delivering resources to targeted businesses to enhance their business capacity; and 5) Tracking and evaluating outreach efforts to ensure investments are producing the desired results. The LLA team is proposing a full range of outreach services that incorporate these lessons learned and the specific knowledge we have gained from working with ACPWA.

Planning. The first outreach activity the LLA Team will undertake will be to develop a structured, pro active Business Outreach Plan aligned with the schedule of 2017-18 ACPWA contracting opportunities. The Business Outreach Plan will include objectives, strategies and specific activities to promote and increase participation of M/W/DBE and SLEB firms. The 2017-18 Business Outreach Plan will serve as a road map for the Team's work throughout the year.

Implementation. Throughout the year, the LLA team will complete a combination of general and project specific outreach activities. The general outreach efforts are aimed at increasing ACWA presence within the small, local and M/W/DBE and SLEB business communities, expanding relationships with these firms, providing them with technical assistance and keeping them updated on potential ACPWA contracting and business opportunities. The project specific outreach efforts are aimed at connecting small, local M/W/DBE and SLEB firms with specific ACPWA opportunities, and connecting them directly with prime contractors that are seeking subcontractors.

1. Proposed General Outreach

- a. The LLA Team will continue the development of strategic partnerships and outreach coordination with other public agencies to include the Alameda County General Services Agency, East Bay Inter-Agency Alliance, EBMUD, Port of Oakland, BART, Alameda CTC, AC Transit, Alameda County cities and agencies from other jurisdictions. These partnerships will entail:
 - Inviting agencies to partner with ACPWA in delivering Building Opportunities for Business (BOB) events.
 - Requesting agencies to distribute event and upcoming project information and other ACPWA
 - information to the firms on their outreach lists.
 - Co-sponsoring business resource events to benefit local firms.
 - Asking those that are certifying agencies to assist firms interested in doing business with ACPWA with certification.
 - Attending events sponsored by these agencies to connect directly with small, local, minority owned, women-owned and disadvantaged Alameda County firms.
- b. We will augment our existing outreach listing of local M/W/DBE, SLEB and Alameda County firms as follows:

- Contact all M/W/DBE and SLEB subcontractors listed on ACPWA contracts over the last three years to capture either new firms or update information for those already in our outreach database.
 - Review on a monthly basis the State of California DBE listing to ensure we connect directly with all Alameda County DBE subcontractors; sending them ACPWA Contractor Interest Survey and Contractor Profile Sheets to ensure we have their latest firm and contact information.
 - Contact existing ACPWA vendors that are not currently certified but may be eligible for certification, explain the benefits of certification and offer certification assistance.
 - Follow up with all M/W/DBE and SLEB businesses we meet at BOB and all other events, and make sure they have been incorporated into our outreach database.
 - Regularly search other public agency databases that include Alameda County M/W/DBE firms; contact them directly and request completion of the Contractor Interest Survey Form.
 - At all outreach events, request completion of the Contractor Interest Surveys to obtain specific capability, capacity and contact information.
 - Survey firms in the database to obtain updated contact information annually.
- c. The LLA Team will regularly communicate with, and also encourage other ACPWA staff to connect with, local contractor associations such as the National Association of Women in Construction (NAWIC), National Association of Minority Contractors (NAMC), Hayward Chamber of Commerce-Latina Business Roundtable, Oakland African-American Chamber of Commerce, Port of Oakland's Breakfast of Champions, Women Construction Owners and Executives, Associated General Contractors, Northern California Electrical Construction Industry, United Contractors, American Subcontractors Association of California as well as the with union locals whose members regularly work on ACPWA projects (Laborers, Carpenters, Cement Masons, Operating Engineers, Electricians). The team will make sure these organizations are kept up-to-date on ACPWA outreach activities and upcoming projects AND share this information with their membership.
- d. The Team will increase its outreach to prime contractors that regularly do business with ACPWA to encourage participation in BOB events, introduce them to

subcontractors interested in doing business with ACPWA and obtain input for the Contractors Academy.

- e. We will meet regularly with local M/W/DBE and SLEB firms to find out more about their service lines and discuss the best ways for them to access the ACPWA contracting opportunities.
- f. The Team will continue to administer, organize, coordinate and grow the BOB event series. LLA suggests that a minimum of six (6) BOB events be held annually to include:
 - Upcoming Contracting Opportunities- usually held with partners such as Alameda County GSA, Alameda CTC, Port of Oakland, etc.
 - Upcoming Maintenance & Operations Opportunities—reintroduced successfully in 2017.
 - Upcoming Professional Services Contracts- to be held in years when ACPWA lets on-call or multi-year professional services contracts.
 - Meet the Primes Workshops & How to Market Your Firm to Prime Contractors.
 - Certification Workshop for Firms Interested in Becoming M/W/DBE or SLEB Certified.
 - Contract Compliance Nuts and Bolts Workshop for ACPWA Contractors.

Also, LLA would like to incorporate additional BOB events such as:

- Co-Hosting an evening mixer at a local restaurant with the Alameda County Builders Exchange or one of the contractor associations or with one of the larger ACPWA contractors to introduce interested local and M/W/DBE subcontractors to large contractor cost estimators, project managers, ACPWA staff and other smaller contractors.
- Co-hosting a Small Business Resource Workshop that introduces firms to Banking, Insurance, Lines of Credit, Training, Personnel, Tax resources, etc. This could be undertaken in collaboration with the Alameda County Small Business Development Center (SBDC) or MainStreet Launch (formerly Oakland Small Business Development Center).
- Facilitate small business roundtable discussions ("Meet and Greets") to introduce ACPWA staff responsible for Purchase Order or Alternative Bid

work to M/W/DBE and SLEB contractors interested in doing business with ACPWA.

- g. LLA will continue to attend and participate in business outreach and community events to connect with the public and provide information about upcoming ACPWA contracting opportunities and activities.
- h. The Team will work with the ACPWA Public Information Officer I Legislative Liaison to more effectively incorporate business outreach efforts in overall ACPWA communications.
 - Incorporate additional DBE and CCP programs, upcoming contracting opportunities and certification information in ACPWA newsletters, website content, and social media.
 - Coordinate placement of this information in communication outlets that serve targeted firms.
 - Work together to update the outreach brochure to market ACPWA programs, opportunities and contributions to local business utilization.

2. Proposed Project Specific Outreach Activities

- a. The LLA Team's first step for project specific efforts will be to work with ACPWA engineers to identify the road and flood contracts that will be let within the 2017-18 year and their associated business participation goals. For larger contracts, we will pinpoint the service areas for which a prime contractor is most likely to sub out, thus identify the subcontracting services that will be in demand for each specific project.
- b. We will publish the list of these capital projects, identifying each of the services that are likely to be subcontracted. The list is updated several times throughout the year and distributed at outreach events and on the ACPWA website.
- c. Prior to each solicitation, the LLA team will target outreach communication to M/W/DBE or SLEB firms (per contract requirements) that provide services in the required areas. These efforts will include direct communication to certified firms and communication via our agency and organizational partners to firms that could potentially become certified to inform them of the upcoming opportunities, inviting them to pre-bid/solicitation meetings, and sending out solicitation notices.

- d. At pre-bid/solicitation meetings, LLA will facilitate networking sessions to promote relationship and team building between prime contractors and subcontractors.
- e. Post solicitation, meeting follow-up will include posting sign-in sheets on the website and reaching out to local M/W/DBE or SLEB firms to encourage them to contact potential primes to express interest or provide quotes.

3. Contractor Academy

LLA introduced the Contractor Academy to ACPWA and has worked with the agency to deliver four successful academies. For this contract, the LLA Team will build on the experience gleaned from past academies. For the 2018 Academy, LLA is proposing an Academy that strengthens the linkages between smaller local contractors and ACPWA contracting opportunities. Specifically we believe that the Academy presents a unique opportunity to work with two groups of local contractors:

- Small Alameda County contractors interested in moving into public work and working with ACPWA but without prior agency experience.
- Smaller Alameda County contractors that are already working for ACPWA performing small jobs via purchase orders or alternative bid processes that are interested in serving as subcontractors on larger projects.

The Academy would specifically target its curriculum toward these two groups. We would continue to provide the highly popular Bid estimating and Preparation and Meet the Primes workshops. However we would complement these with a focus on how to secure PO work with the agency which tends to be more accessible to smaller contractors. We will introduce participants to the ACPWA staff responsible for securing contractors for this work. Staff will be able to explain ACPWA expectations, procedures and processes, and answer contractor questions. LLA outreach will follow up with the contractors and ACPWA staff to make sure the linkages to the ACPWA opportunities are maintained and to encourage contractors to submit bids for the work. Through these efforts we believe that we will be able to enhance the participation of smaller local and M/W/DBE firms performing work for ACPWA.

4. Track, Analyze, Report Outcomes

The LLA Team has put in place mechanisms to track, analyze and report on business outreach activities and outcomes. We are currently documenting all outreach steps that are completed for agency's capital projects and other contracts for which we provide outreach services. These data are summarized and incorporated in reports the Agency presents to the Board of Supervisors. We have been able to ascertain the linkages

between firms attending outreach events or receiving outreach with those that actually bid on ACPWA projects. Analysis of these data has allowed us to identify and fill gaps in connections with local M/W/DBE and SLEB firms. In this way we are able to continually grow our database listing of firms and expand our reach to our targeted contractors and consultants.

The LLA Team will continue its tracking, analysis and reporting. We will also continue to use the findings of these efforts to continually improve our outreach practices

B. COMMUNITY OUTREACH SERVICES

The LLA team has delivered positive community engagement results for its clients by building support and community understanding of public works projects, programs and services. We understand that community engagement is a critical component of the project planning process and must often continue throughout construction and into operations. For this component, LLA is proposing Surlene Grant, Principal of ENVIROCOM Communications Strategies, to guide the delivery of community outreach services for the Agency. Ms. Grant will be assisted by Lorena Arroyo and Monica Rice, both experienced outreach specialists. Bryan Kring of Kring Design Studios, currently providing graphic design and production services for the Agency's newsletters and program brochures, will continue his work developing Agency collateral as well as provide website and webpage development. Tamera White, the Team's writer/editor, who is also the principal writer producing the quarterly ACPWA newsletter and other program materials, will continue to provide these services to the Agency.

As a specialist in public outreach activities for public works, community development, housing, environmental review, site mitigation, transportation and related projects, Ms. Grant has demonstrated success in working effectively with diverse communities by providing a link or "proverbial bridge" between those who are sponsoring the design or capital improvement project, and those for whom the project is to benefit or is impacting. Her tried, true and tested approach is grounded in three guiding principles: Inform, Involve, Empower. To inform the communities that will benefit from or be impacted by a project, there must be engagement. Therefore, often her campaigns and strategies are not only designed to inform and "tell" someone of the project, but to also hear back from them; obtain their input and listen to their concerns. Through this engagement, she has found that project stakeholders develop a sense of empowerment that helps build community capacity; leaving the community better informed and thus, better off. Such public and community engagement leads to successful projects as well as to beneficial relationships for the Agency.

LLA will incorporate Ms. Grant's philosophy to augment and/or develop, implement and sustain a proactive community outreach plan for each Agency project or program. Our team brings the capability to work as the bridge between the technical concepts and

making information accessible and meaningful to the public. Moreover, as Alameda County businesses and residents, the entire team embraces the diversity found in county communities. We are cognizant and experienced in addressing the requirements for culturally relevant and multi-lingual communication strategies, materials, and meeting formats.

As with Business Outreach, our Team's first task will be planning. We will work closely with the Agency's Public Information Officer I Legislative Liaison and other Agency staff involved in community outreach to map and prioritize all of the community outreach tasks that the Agency will need in the 2017-2018 year. We anticipate that this will include community outreach for road and flood control design and construction programs, outreach support for the Clean Water Program, Bicycle and Pedestrian Master Plan, and the Oakland Estuary bridges projects. Also, we are prepared to continue to assist the Agency in producing its quarterly newsletter, other project and Agency collateral and with website/webpage design and development.

The LLA team proposes the following activities to deliver the highest quality of community outreach services to the Agency:

1. **Project Specific Community Outreach Plans:** For each project, the Team will review current outreach strategies, identify needs, incorporate innovative outreach tools, technologies and social media platforms to develop a project specific community outreach plan consistent with the Core Values of the Agency for public participation and aligned with the project schedule. The team will work with ACPWA staff to identify the level and type of community outreach services appropriate for the project. For most impactful projects such as the Hesperian Boulevard Corridor Improvement Project and the East 14th Street Corridor Improvement Project, the team might:
 - Identify key project participants and groups; generating a contact database or listing.
 - Establish the framework for public outreach to occur in accordance with the project schedule.
 - Integrate early outreach to stakeholders including businesses residents, end users, ridership, and other targeted stakeholder groups to serve as the foundation for overall public engagement. Again, creating contact lists and/or a database as well as an outreach tracking mechanism.
 - Identify preliminary issues and concerns within the community as well as project benefits.
 - Complete surveys (multi-lingual as required)- in person, door-to-door and/or electronically as appropriate.

- Develop informational content for fact, sheets, websites, brochures, newsletters, articles, flyers, door hangers and written correspondence and other project collateral. All materials can be in digital and print formats and various languages.
 - Develop content for social media platforms such as Facebook, Instagram, and Twitter.
 - Identify project media relations needs.
 - Plan and deliver community information meetings, listening and/or feedback sessions. Ms. Grant and the Team will be available to facilitate Town Hall Meetings, Community Forums and Charrettes; building consensus, soliciting feedback, fielding Q&A and capturing comments. The Team will take responsibility for note taking and preparing meeting minutes. Again, the Team is fully prepared to arrange for simultaneous translation services or to secure translation technology to ensure meetings are conducted in multiple languages in accordance with community demographics.
2. **Media Tool Box.** The LLA Team will develop a Media Tool Box comprised of outreach material templates that can be tailored to specific stakeholders, such as residents, District Supervisors, schools, and other entities, etc. Materials may include Project Facts Sheet, Brochures, Written and Statistical Reports and/or Data Sheets, Website updates or web pages, etc.
3. **Support for Special Events:** We are prepared to assist the Agency in coordinating and preparing media information materials for Groundbreaking and Ribbon Cutting Events, Bike to Work Day, Walk to School Day, etc.

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

- Crisis Communications
- Briefings for Elected Officials, Boards and Commissions
- Grant Writing- Grant research, preparation of grant applications and tracking
- Editing support for reports, presentations; document preparation and review

C. CONTRACT AND LABOR COMPLIANCE SERVICES

LLA has a longstanding history of providing Contract and Labor Compliance Services to the Agency, and is prepared to provide these services on an as-needed basis. We are also easily able to expand or reduce our level of effort as required to respond to Agency needs. LLA's proposed staff member, Joan (Fisher) Quillio, is a certified Master Compliance Administrator; having completed training with the American Contract Compliance Association in association with Morgan State University in Baltimore, Maryland. In the past, Ms. Quillio has served the Agency as an interim Contract Compliance Officer and as a Certified Payroll Analyst. She is well-versed in the County's Construction Compliance Program (CCP), its Small Local Emerging Business (SLEB) Program and the federal Disadvantaged Business Enterprise (DBE) Program. Also, she possesses a strong background in monitoring and enforcing prevailing wage requirements.

1. Contract Compliance

The Team is fully prepared to assist the Agency in implementing its Construction Compliance Program (CCP) for non-federally funded contracts over \$100k and the Disadvantaged Business Enterprise (DBE) Program for federally funded contracts. This includes compliance with the Agency's CCP M/WBE subcontracting goals of 15% MBE and 5% WBE, the SLEB 20% subcontracting goal and project specific DBE contracting goals. The Team has the requisite knowledge of these programs and the experience to determine if bidders meet the established goals in the bidding process, evaluate Good Faith Efforts (GFE) in the event a bidder does not meet the goals, and monitor M/W/DBE and SLEB utilization over the life of the project to ensure that contract commitments are met. Our expertise and experience includes:

- Reviewing project specifications prior to advertisement to ensure alignment with programs.
- Presenting compliance requirements at pre-bid, pre-construction conferences, and job walks, as well as responding to questions from contractors.
- Performing bid analyses for both federally funded and non-federally funded projects
- Reviewing and analyzing GFE documentation and making Commercially Useful Function (CUF) determinations.
- Monitoring contractor and subcontractor utilization for CCP and DBE Program compliance.
- Preparing compliance submittals to Caltrans from pre-advertisement to project closeout.

- Developing DBE contract goals per Caltrans methodology.
- Providing program information/clarification to ACPWA staff.
- Evaluating responses to RFPs to determine SLEB participation and, where appropriate, assist staff in preparing SLEB waiver requests.
- Monitoring SLEB utilization during contract to ensure program compliance.
- Monitoring SLEB registration and certification eligibility for SLEB program.

We will utilize our deep knowledge of the CCP, SLEB, DBE Program, and Elation Systems to continue to update the Agency's programs as required.

Likewise, LLA will support the Agency in the implementation of the Project Stabilization/Community Benefits Agreement for PWA projects subject to the agreement and assist in monitoring covered work, as defined in that agreement for compliance purposes.

2. Labor Compliance

The LLA Team has provided labor compliance services to the Agency previously and is fully prepared to assist the Agency with the full range of labor compliance support. Our proposed staff is knowledgeable of Elation Systems, Certified Payroll Report (CPR) analysis and prevailing wage requirements and enforcement practices. The Team will be able to provide timely support in:

- Monitoring and enforcing prevailing wage requirements to ensure compliance with applicable codes and regulations.
- Confirming contractor registration with the Department of Industrial Relations and Elation Systems.
- Providing technical assistance to contractors and subcontractors in meeting all prevailing wage requirements and complying with the Elation's electronic submittal requirements.
- Reviewing CPRs for timely submission, accuracy and completeness.
- Completing and documenting on-site project worker interviews.
- Implementing the Agency's enforcement procedures when a contractor falls out of compliance.
- Preparing compliance reports.

In delivering labor compliance services, the LLA Team has gained a thorough understanding of the laws and industry practices. We understand the criticality of accurate and fair review. Our compliance staff will be available to the Agency to address whatever compliance needs may arise.

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of services within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County's,
Public Works Agency
951 Turner Ct. Suite 100
Hayward CA 94545
Attn: Roel Villacarlos, Contract Administrator
3. Total payment under the terms of this Agreement will not exceed the total amount of one million four hundred thousand dollars (\$1,400,000) This cost includes all taxes and all other charges. All costs invoiced by Contractor shall be in accordance with the budget attached hereto as Exhibit B-1
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the schedule to be mutually determined by the parties.

EXHIBIT B-1



ALAMEDA COUNTY BUSINESS AND COMMUNITY OUTREACH AND CONTRACT COMPLIANCE SERVICES
PROPOSED FEE SCHEDULE
RFP No. LAN2017881
19-Oct-17

Year 1 Budget

Task 1 BUSINESS OUTREACH SERVICES				
Staffing	Level of Effort	Hourly Rate*		
Lorena Arroyo	.90 FTE	\$70.00	\$	126,000.00
Monica Rice	.10 FTE	\$70.00	\$	14,000.00
			Task Cost	\$ 140,000.00

Task 2 COMMUNITY OUTREACH SERVICES				
Staffing	Level of Effort	Hourly Rate*		
Surlene Grant	.30 FTE	\$207.00	\$	124,200.00
Lorena Arroyo	.10 FTE	\$70.00	\$	14,000.00
Monica Rice	.15 FTE	\$70.00	\$	21,000.00
Bryan Kring	.23 FTE	\$93.00	\$	42,222.00
Tamera White	.20 FTE	\$77.00	\$	30,800.00
			Task Cost	\$ 232,222.00

Task 3 CONTRACT AND LABOR COMPLIANCE SERVICES				
Staffing	Level of Effort	Hourly Rate*		
Joan Quillio	.20 FTE	\$80.00	\$	32,000.00
			Task Cost	\$ 32,000.00

Task 4 PROJECT MANAGEMENT				
Staffing	Level of Effort	Hourly Rate*		
Laura Luster	.05 FTE	\$185.00	\$	18,500.00
			Task Cost	\$ 18,500.00

Total Labor Cost \$ 422,722.00

DIRECT COSTS

Written Translation, Interpreters and Simultaneous Translation Equipment	\$ 8,000.00
Outreach Event and Meeting Costs (catering, duplication, Academy packets, notepads, etc.)	\$ 16,000.00
Audio Visual Equipment Rental	\$ 2,500.00
Mileage and Parking	\$ 1,300.00
Room & Facility Rental	\$ 2,250.00
Cell Phone Usage	\$ 1,250.00

Total Direct Costs \$ 30,300.00

TOTAL PROPOSED COST

\$ 453,022.00

* Fully burdened rates

ASSUMPTIONS

Collateral Production Will Consist of:
4 newsletters, 10 Fact Sheets, 5 tri-fold brochures
2 meeting notice templates/flyers, 2 posters, template for
1 meeting feedback form, development of 3 web pages
ACPWA will cover cost of public mailings
ACPWA will cover cost of meeting give away items
ACPWA will cover printing or reproduction costs for collateral,
outreach flyers, or other written public communications

YEAR 2
Labor Costs
Escalated at
3%

Year 2 Total
Labor Cost
Escalation \$ 12,681.66 \$ 435,403.66

YEAR 3
Labor Costs
Escalated at
3%

Year 3 Total
Labor Cost
Escalation \$ 13,082.11 \$ 448,485.77

TOTAL 3 YEAR COST

\$ 1,397,191.43

EXHIBIT C**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, the Alameda County Flood Control And Water Conservation District, their Boards of Supervisors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/08/2017

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

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

PRODUCER Merrwether & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111		CONTACT NAME: Myra Hogue PHONE (A/C, No, Ext): (415)986-3999 FAX (A/C, No): (415)986-4421 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Laura Luster L. Luster & Associates, Inc. 212 9th Street Oakland CA 94607		NAIC #	

COVERAGES**CERTIFICATE NUMBER:** CL1711812412**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 SUBR INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			57SBAZ8648	11/10/2017	11/10/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY 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			57SBAZ8648	11/10/2017	11/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, FLOOD CONTROL WATER CONSERVATION DISTRICT, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES ARE ADDITIONAL INSURED AS RESPECTS THE NAMED INSURED'S OPERATIONS WHERE REQUIRED BY WRITTEN AGREEMENT.

CERTIFICATE HOLDER**CANCELLATION**ALAMEDA COUNTY PUBLIC WORKS AGENCY
399 ELMHURST STREET

HAYWARD

CA 94544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 57 SBA AZ8648



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LUSTER NATIONAL INC
2123 C STREET
BAKERSFIELD CA 93301

ALAMEDA COUNTY PUBLIC WORKS AGENCY, COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, FLOOD CONTROL
WATER CONSERVATION DISTRICT, THE INDIVIDUAL MEMBERS THEREOF AND ALL COUNTY OFFICERS, AGENTS,
EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES
399 ELMHURST STREET
HAYWARD, CA 94544

SAN FRANCISCO REDEVELOPMENT AGENCY
1 S VENICE AVE FL5
SAN FRANCISCO, CA 94110

ORACLE RACING, LLC.
C/O PREMIER STRUCTURES
PIER 28 EMBARCADERO
SAN FRANCISCO, CA 94105

SPANISH SPEAKING UNITY COUNCIL
OF ALAMEDA COUNTY, INC.
1900 FRUITVALE AVE. STE 2 A
OAKLAND, CA 94601

ALAMEDA COUNTRY TRANSPORTATION IMPROVEMENT
AUTHORITY (ACTIA)
1333 BROADWAY SUITE 300
OAKLAND, CA 94612

CITY AND COUNTY OF SAN FRANCISCO
IT'S OFFICERS, EMPLOYEES AND AGENTS
CITY HALL ROOM 448
1 DR. CARLTON B. GOODLETT PL.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: L. LUSTER & ASSOCIATES, INC.

PRINCIPAL: LAURA LUSTER, PhD.

TITLE: : PRESIDENT

SIGNATURE: 

DATE: : 11/09/2017

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: L. LUSTER & ASSOCIATES, INC.

PRINCIPAL: LAURA LUSTER, Ph.D.

TITLE: PRESIDENT

SIGNATURE: 

DATE: 11/09/2017

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: L. LUSTER & ASSOCIATES, INC. DEPT #: PBWKS

TITLE/SERVICE: BUSINESS & COMMUNITY OUTREACH AND CONTRACT & LABOR COMPLIANCE SERVICES

DEPT. CONTACT: ROEL VILLACARLOS PHONE: X-55529

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: 20-2677602
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

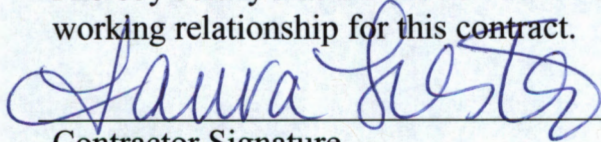
IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week? () ()
- IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.
3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

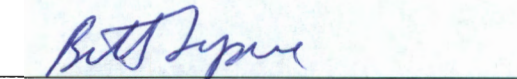
CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.


Contractor Signature

LAURA LUSTER, PHD
Printed Name

11/09/2017
Date


Agency/Department Head/Designee
Signature

BILL LEPERE
Printed Name

11/09/2017
Date