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OFFICE OF THE CITY CLERK
OAKLAND

2015 JUL -2 AM 11:01

AGENDA REPORT

TO: SABRINA B. LANDRETH
CITY ADMINISTRATOR

FROM: Brooke A. Levin

SUBJECT: Contract Authorization: Ornamental
Lighting Conversion Project

DATE: June 18, 2015

City Administrator
Approval

Date:

7/1/15

COUNCIL DISTRICT: 2

RECOMMENDATION

Staff recommends that the City Council approve:

A Resolution Authorizing The City Administrator To: 1) Execute A One-Year Contract For Service With Tanko Lighting For The Period Of July 1, 2015 Through June 30, 2016, In An Amount Not To Exceed One Million Six Hundred Eighteen Thousand Six Hundred Sixty-Seven Dollars And Sixty-Three Cents (\$1,618,667.63) For The Replacement Of Existing Ornamental Lights With Light Emitting Diode (LED) Street Lighting; 2) Waive The Advertising And Competitive Bidding Requirements Associated With The Proposed Contract For Service; 3) Authorize An Agreement With The Bay Area Rapid Transit (BART) District For The Period Of July 1, 2015 Through June 30, 2016, In An Amount Not To Exceed One Hundred And Ninety-Six Thousand Dollars (\$196,000.00) In Capital Reimbursement Funds To Be Remitted From BART To The City Of Oakland For The Placement Of Additional Ornamental Lighting As Part Of BART's 19th Street/Oakland Station Modernization Plan And Accept And Appropriate Said Funds To Oakland Public Works.

OUTCOME

Approval of this resolution will allow for Light Emitting Diode (LED) Conversion of a portion of Oakland's ornamental lights in a section of the Uptown area, and improve lighting specifically along San Pablo Avenue from 17th Street to Castro Street, Inner-Telegraph between 20th Street and 16th Street and along Broadway from 8th Street to West Grand Avenue. This lighting conversion project will complement the other recently awarded Prop 1C funded streetscape improvement projects, which include the Latham Square Streetscape project, the BART 17th Street Gateway project, the 17th Street paving project, the San Pablo Avenue Streetscape project from 17th Street to Castro Street, and the Begin Plaza Park project. The lighting upgrade work is funded by three sources: 1.) State Proposition 1C grant funds, 2.) BART Proposition 1B grant funds, and 3) SRA Bond Expenditure Agreement proceeds.

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Replacement of the existing High Pressure Sodium (HPS) ornamental street light fixtures with LED ornamental street light fixtures will increase public safety by providing more uniform lighting levels. LED is superior to HPS, and its use will reduce maintenance costs over time. Additionally, the improved lighting will complement the San Pablo streetscape project, which was awarded in June 2015. The proposed LED lighting will also reduce energy consumption, which translates to reduced energy costs and debt service payments; and to restoring the health of the Landscaping and Lighting Assessment District (LLAD) funds. The work is located in Council District 2 as shown in *Attachment A*.

BACKGROUND/LEGISLATIVE HISTORY

A Request for Proposal (RFP) for the City of Oakland's Ornamental Lights LED Conversion Project, Number C457310 was issued in May 2014, for the purchase of products and technical services to convert the ornamental lights in a section of the Uptown and Downtown, from High Pressure Sodium (HPS) to low energy use and low maintenance Light-Emitting Diode (LED) street lights.

On June 12, 2014, the City Clerk received three proposals for the RFP for Ornamental Lights LED Conversion Project, in the amount of \$1,348,889.69 and \$1,888,260.00 and \$2,199,806.25 as shown in *Attachment C*. City staff conducted an interview panel on July 16, 2014 to evaluate proposals against specific criteria identified in the RFP dated May 2014. The results of the Selection Committee ranked Tanko Lighting higher in meeting the project criteria and are as shown in *Attachment D*.

ANALYSIS

The proposed work consists of LED Upgrades to Ornamental Lights in the Uptown and Downtown area and will allow for work as shown in the project documents.

Waiver request:

The action requested includes waiving advertising and bidding and authorizes the City Administrator to award a contract to suppliers and contractors through an advertised Request for Proposals ("RFP") selection process.

Oakland Municipal Code (OMC) Title 2, Chapter 2.04, Article I, Section 2.04.050 requires that where the cost of services, supplies or combination required by the City exceeds \$50,000, the City Clerk shall call for formal bids by advertising at least once in the official newspaper of the City not less than ten calendar days before the date for receiving bids. However, OMC Title 2, Chapter 2.04, Article I, Section 2.04.050.I.5 provides an exception to this advertising and competitive bidding requirement when specifically authorized by the City Council after a finding and determination that it is in the best interests of the City.

Staff recommends that the Council finds and determines that it is in the best interest of the City to waive the advertising and competitive bidding because Tanko Lighting will provide special expertise in several areas where the City lacks the institutional expertise in retrofitting existing ornamental lights. The contractor will perform comprehensive evaluation of products available and determine the proper lamping for the LED conversion project.

Additional criteria, as outlined in the RFP dated May 2014, requires that the contractor be responsible for:

- 1) Retrofitting existing ornamental poles with new lamps
- 2) Perform final factory testing of materials prior to shipping
- 3) Provide design specifications which will be used to update City's Special Provisions
- 4) Contractor shall furnish Lighting Calculations conforming to City's standards
- 5) Contractor responsible for coordination with City staff and tying into existing circuits with no additional cost to the City Of Oakland
- 6) The contractor is responsible for testing and energizing the lights
- 7) The contractor is responsible for maintaining City lighting without interruption during installation

Two possible reasons for the low number of respondents to the RFP are: 1.) The specialized nature of the services requested and 2.) The current upturn in the construction market. The Selection Committee ranked Tanko Lighting highest among all respondents. The evaluation criteria included Relevant Experience, Contract Amount, Approach, Organization and Materials review. In addition to Tanko Lighting ranking highest, the vendor also provided the lowest responsive and responsible bid for the project. The cost proposals were in the amount of \$1,348,889.69 (Tanko Lighting), \$1,888,260.00 (Aeko Consulting) and \$2,199,806.25 for (Tennyson Electric) as shown in **Attachment C**.

The above referenced project material bid item numbers 1, 2 and 3 are considered specialty items and therefore have been excluded from the total bid price for the purposes of determining compliance with the 50% Local/Small Local Business Enterprise Requirement.

Coordination with BART

As part of the 19th Street/Oakland Station Modernization Plan, BART assessed the station's needs and prioritized a set of improvements designed to make upgrades at the 19th Street Station. The conceptual plan identified improved LED pedestrian lighting to be installed at all station portals, elevators, and signs, with the goal of implementing the pedestrian lighting to improve visibility and enhance pedestrian safety at the station entry points.

The conceptual plan identified alternative new light fixtures to augment existing ornamental light fixtures along Broadway. The City and BART staff reviewed alternative fixtures and questioned the feasibility of adding new light fixtures at station entry points. Additional light fixtures add to an increasingly cluttered right of way. There were also aesthetic and cost considerations that led to the decision to invest in upgrades to existing ornamental fixtures. Staff believes that the

additional non-ornamental fixtures would potentially conflict with the ornamental streetlights in terms of style and identity. The new light fixtures would be more costly, due to requirements for separate foundations, poles and a dedicated underground conduit serving the new light fixtures. City and BART staff elected a solution which includes reductions in electricity consumption, as well as a reduction in the City's carbon footprint. LED conversion projects are inherently friendly to the environment and guarantee a better climate and overall public health.

In order to implement the project, BART is willing to make a financial contribution in grant funds and provide a Fund Pass-Through Agreement in the amount of One Hundred Ninety-Six Thousand (\$196,000.00) Dollars. This funding will allow for the conversion of existing City owned ornamental lighting from the current HPS Lighting to LED Lighting along Broadway and the vicinity at station entry points to the 19th Street station. The City and its agents shall comply with the provisions of the Pass-Through Funding Agreement, including the completion of Project Reports. The Draft Fund Pass-Through Agreement is included as **Attachment E**, along with the project schedule – shown as **Attachment B**.

PUBLIC OUTREACH/INTEREST

Public outreach has included notification of various affected property owners and stakeholders including East Bay Asian Local Development Corporation (EBALDC), Oakland Ice Center, and residents of Cathedral Gardens affordable housing development. The project has also coordinated extensively with BART and will allow them to provide funding for and implement a component of their 19th Street/Oakland Station Modernization Program.

COORDINATION

The work to be done under this contract was coordinated with the Economic Development – Project Implementation, BART, Oakland Public Works, the Office of the City Attorney and the Controller's Bureau.

COST SUMMARY/IMPLICATIONS

Approval of this resolution will authorize the City Administrator to award and execute a construction contract with Tanko Lighting in the amount of \$1,618,667.63

1. AMOUNT OF RECOMMENDATION/COST OF PROJECT:

Cost Element	Total Amount
Construction Contract (Base Bid)	\$1,348,889.69
TOTAL CONSTRUCTION COST	\$1,348,889.69

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2. COST ELEMENTS OF AGREEMENTS/CONTRACTS: \$1,348,669.69

3. SOURCE OF FUNDING:

Funding Source	Amount
Construction Contract:	
California Housing and Community Development (2144); Capital Improvement Project (CIP) Central District (94889); Signal and Safety Devices (57412); Project C464560	\$439,423.00
California Housing and Community Development (2144); Central District Redevelopment (85245); Contract Contingencies (54011); Project C464560	\$604,044.00
BART Fund Pass Through Agreement (Prop 1B)	\$196,000.00
Central District Projects (5610); CIP Central District (94889); Contract Contingencies Account (54011); Project C194970	\$109,422.69
Total Construction Cost	\$1,348,889.69
Increase in Construction Contingency (20% of Base Contractual Amount) Central District Projects (5610); CIP Central District (94889); Contract Contingencies Account (54011); Project C194970	\$269,777.94
TOTAL FISCAL IMPACT	\$1,618,667.63

4. FISCAL IMPACT:

The project is fully funded based on the above funding sources. The project will rehabilitate existing infrastructure to improve pedestrian safety through improved lighting and reduce energy costs for the City.

PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

Tanko Lighting has not performed work in Oakland since the evaluation program was initiated. Therefore, there is no Contractor Performance Evaluation for Tanko Lighting. However, staff has confirmed that status of their state contractor's license and that there are no complaints lodged against them.

SUSTAINABLE OPPORTUNITIES


Economic: The enhanced and improved Ornamental Lighting Conversion project will be an asset to the downtown area and will serve to draw more economic activity to local businesses.

Environmental: The project will reduce energy use and generate energy savings with PG&E.

Social Equity: This project will improve lighting conditions in downtown Oakland, thereby benefiting all Oakland residents and visitors.

For questions regarding this report, please contact Allen Law, P.E., Electrical Services Manager at (510) 615-5428.

Respectfully submitted,



BROOKE A. LEVIN
Director, Oakland Public Works

Reviewed by:
Jason Mitchell, Assistant Director
OPW Bureau of Infrastructure and Operations

Reviewed by:
Allen Law, Electrical Services Manager
OPW Bureau of Infrastructure and Operations

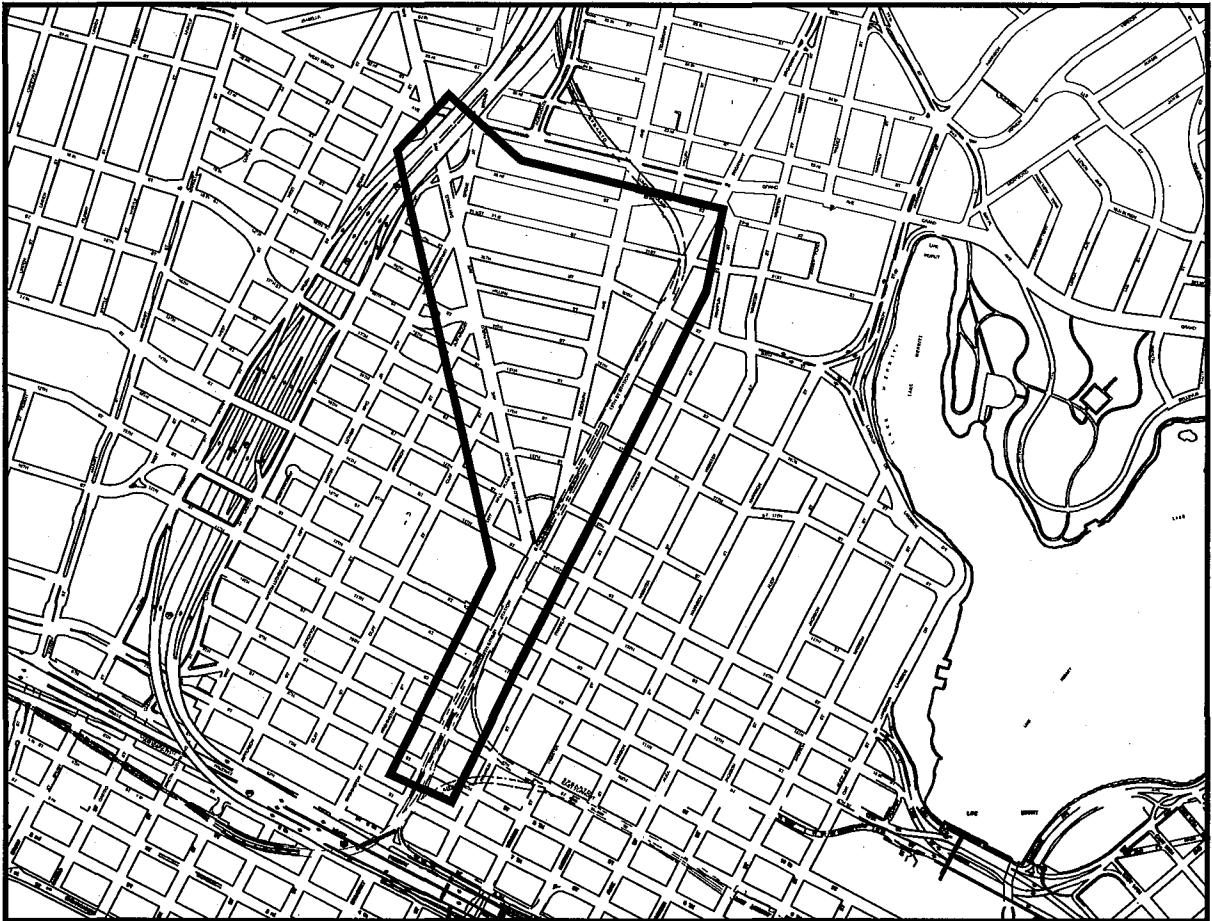
Prepared by:
George Durney, Project Manager
Economic Development – Project Implementation

Attachments:

- Attachment A – Project Location List
- Attachment B – Project Construction Schedule and List of Bidders
- Attachment C – Contracts & Compliance Unit Compliance Evaluation
- Attachment D – Contractor Evaluation
- Attachment E – Draft Fund Pass-Through Agreement

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Attachment A



 Project Location



INTER OFFICE MEMORANDUM

TO: Paul Chan,
Assistant Transportation Engineer

FROM: Deborah Barnes *Deborah Barnes*
Manager, Contracts & Compliance

SUBJECT: Compliance Analysis
RFP for Ornamental Lights LED Conversion Project
Project No. C457310

DATE: June 25, 2014

The City Administrator's Office, Contracts and Compliance Unit, reviewed three (3) bids in response to the above referenced project. Below is the outcome of the compliance evaluation for the minimum 50% Local and Small Local Business Enterprise (L/SLBE) participation requirement, a preliminary review for compliance with the Equal Benefits Ordinance (EBO), and a brief overview of the lowest responsible bidder's compliance with the 50% Local Employment Program (LEP) and the 15% Oakland Apprenticeship Program on the bidder's most recently completed City of Oakland project.

The above referenced project material bid items no(s). 1, 2 and 3 are considered specialty items and therefore have been excluded from the total bid price for the purposes of determining compliance with the 50% L/SLBE requirement.

The spreadsheet below is a revised format specifically for this analysis. The spreadsheet shows: Column A - Original Bid Amount; Column B - Specialty Dollar Amount submitted by the contractor; Column C - Non-Specialty Bid Amount (difference between column A and B); Column D - Total Credited Participation; Column E - Earned Bid Discounts as a result of the total credited participation and Column F - Adjusted Bid Amount calculated by applying the earned bid discount to the Original Bid Amount (column A).

Compliant with L/SLBE and EBO Policies				Proposed Participation					Earned Credits and Discounts			EBO Compliant? Y/N
Company Name	Original Bid Amount	Specialty Dollar Amount	Non Specialty Dollar Amount	Total LBE/SLBE/VSLBE/LPG	LBE	SLBE	VSLBE/LPG	L/SLBE Trucking	Total Credited participation	Earned Bid Discounts	Adjusted Bid Amount	
	A	B	C						D	E	F	
Tanko Lighting	\$1,348,889.69	\$1,348,889.69	\$329,325	85.96%	0.0%	85.96%	0%	0%	85.96%	5%	\$1,336,496.00	Y
Aeko Consulting	\$2,199,806.55	\$1,445,489.59	\$754,318.23	78.47%	0%	78.47%	0.0%	100%	78.47%	4%	\$2,195,789.28	Y

Comments: As noted above, Tanko Lighting and Aeko Consulting exceeded the minimum 50% Local/Small Local Business Enterprise participation requirement. Both firms are EBO compliant.

Non-Compliant with L/SLBE and EBO Policies				Proposed Participation					Earned Credits and Discounts			EBO Compliant? Y/N
Company Name	Original Bid Amount	Specialty Dollar Amount	Non Specialty Dollar Amount	Total LBE/SLBE/VSLBE/LPG	LBE	SLBE	VSLBE/LPG	L/SLBE Trucking	Total Credited participation	Earned Bid Discounts	Adjusted Bid Amount	
	A	B	C						D	E	F	
Tennyson Electric	\$1,888,260	\$0	\$1,888,269	0%	0%	0%	0%	0%	0%	0%	\$0	N

Comments: As noted above, Tennyson Electric did not meet the 50% Local/Small Local Business Enterprise participation requirement, therefore the firm is deemed non compliant at this stage of the process. As this is a negotiated bid the firm may revise its team to meet the L/SLBE requirement. The firm is not EBO compliant.



For Informational Purposes

Listed below is the lowest bidder's compliance with the 50% Local Employment Program (LEP) and the 15% Oakland Apprenticeship Program for the lowest bidder's most recently completed City of Oakland project.

Contractor Name: Tanko Lighting
Project Name:
Project No:

50% Local Employment Program (LEP)

Was the 50% LEP Goal achieved?	NA	If no, shortfall hours?	
Were all shortfalls satisfied?	N/A	If no, penalty amount	

15% Oakland Apprenticeship Program

Was the 15% Apprenticeship Goal achieved?	NA	If no, shortfall hours?	
Were shortfalls satisfied?	N/A	If no, penalty amount?	

The spreadsheet below provides details of the 50% LEP and 15% Apprenticeship Programs. Information provided includes the following data: A) total project hours, B) core workforce hours deducted, C) LEP project employment and work hour goal; D) LEP employment and work hours achieved; E)# resident new hires; F) shortfall hours; G) percent LEP compliance; H) total apprentice hours; I) apprenticeship goal and hours achieved; and J) Apprentice shortfall hours.

Total Project Hours	50% Local Employment Program (LEP)							15% Apprenticeship Program				
	Core Workforce Hours Deducted	LEP Project Employment and Work Hours Goal		LEP Employment and Work Hours Achieved		# Resident New Hires	Shortfall Hours	% LEP Compliance	Total Oakland Apprenticeship Hours Achieved	Apprenticeship Goal and Hours		Apprentice Shortfall Hours
		Goal	Hours	Goal	Hours					Goal	Hours	
A	B	C	D	E	F	G	H	I	J			
0	0	0%	0	0%	0	0	0%	0	0%	0	0	

Comments: The firm has not served as a prime on any City of Oakland projects.

Should you have any questions, you may contact Vivian Inman, Contract Compliance Officer at (510) 238-6261.

CONTRACTS AND COMPLIANCE UNIT

Contract Compliance Division



PROJECT EVALUATION FORM

PROJECT NO.: C457310

PROJECT NAME: RFP Ornamental Lights LED Conversion Project

CONTRACTOR: Tennyson Electric

<u>Engineer's Estimate:</u>	<u>Contractors' Original Bid Amount</u>	<u>Specialty Dollar Amount</u>	<u>Over/Under Engineer's Estimate</u>
\$0.00	\$1,888,260.00	\$1,210,860.00	

<u>Discounted Bid Amount:</u>	<u>Amount of Bid Discount</u>	<u>Non-Specialty Bid Amt.</u>	<u>Discount Points:</u>
		\$677,400.00	

1. Did the 50% requirements apply? **YES**

2. Did the contractor meet the 50% requirement? **NO**

b) % of LBE participation	<u>0.00%</u>
c) % of SLBE participation	<u>0.00%</u>
d) % of VSLBE/LPG participation	<u>0.00%</u>

3. Did the contractor meet the L/SLBE Trucking requirement? **NO**

a) Total L/SLBE trucking participation **0%**

4. Did the contractor receive bid discounts? **NO**

(If yes, list the percentage received) **0%**

5. Additional Comments.
Material Bid Items Nos) 1,2, and 3 are considered speciality items and therefore have been excluded from the total bid price for the purposes of determining compliance with the L/SLBE requirement. Firm failed to meet the minimum 50% L/SLBE participation requirement. Firm also failed to list suppliers for the project, therefore, the firm is deemed non-compliant at this stage of the process. As this is a negotiated bid the firm may revise its team to meet the L/SLBE requirement.

6. Date evaluation completed and returned to Contract Admin./Initiating Dept.

6/23/2014
Date

Reviewing Officer:

Vitia DA

Date: **6/23/2014**

Approved By:

Shelley Sorenburg

Date: **6/23/2014**

LBE/SLBE PARTICIPATION

BIDDER 1

Project Name: RFP Ornamental Lights LED Conversion Project

C457310		Engineers Est: \$0.00				Under/Over Engineers Estimate: -\$1,888,260.00				For Tracking Only				
Discipline	Prime & Subs	Location	Cert. Status	LBE	SLBE	**VSLBE/LPG	Total	L/SLBE	Total	*Non-Specialty Bid Amount	TOTAL Original Bid Amount Dollars	Ethn.	MBE	WBE
							LBE/SLBE	Trucking	Trucking					
PRIME	Tennyson Electric.	Livermore	UB							677,400	1,888,260	NL		
Project Totals				\$0	\$0	\$0	\$0	\$0	\$0	\$677,400	\$1,888,260		\$0	\$0
				0.00%	0.00%	0.00%	0.00%	0%	0%	0%	100%		0.00%	0.00%
Requirements: The 50% requirement is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirement. A VSLBE and LPG's participation is double counted toward meeting the requirement.				LBE 25%	SLBE 25%	VSLBE/LPG	TOTAL SLBE/SLBE VSLBE/LPG	50% LBE/SLBE TRUCKING				Ethnic AA = African American AI = Asian Indian AP = Asian Pacific C = Caucasian H = Hispanic NA = Native American O = Other NL = Not Listed MO = Multiple Ownership		
Legend LBE = Local Business Enterprise SLBE = Small Local Business Enterprise VSLBE = very Small Business Enterprise LPG = Locally Produced Goods Total LBE/SLBE = All Certified Local and Small Local Businesses NPLBE = NonProfit Local Business Enterprise NPSLBE = NonProfit Small Local Business Enterprise								UB = Uncertified Business CB = Certified Business MBE = Minority Business Enterprise WBE = Women Business Enterprise						

* The above project contains specialty work. The Non-Specialty Work Bid Dollars were used for the purposes of determining compliance with minimum 50% L/SLBE participation requirement.

** Proposed VSLBE/LPG participation is valued at .72%, however per the L/SLBE Program a VSLBE/LPG's participation is double counted towards meeting the requirement. Double counted percentage is reflected on the evaluation form and cover memo.

CONTRACTS AND COMPLIANCE UNIT



Contract Compliance Division

PROJECT EVALUATION FORM

PROJECT NO.: C457310

PROJECT NAME: RFP Ornamental Lights LED Conversion Project

CONTRACTOR: AEKO Consulting

<u>Engineer's Estimate:</u>	<u>Contractors' Original Bid Amount</u>	<u>Specialty Dollar Amount</u>	<u>Over/Under Engineer's Estimate</u>
\$0.00	\$2,199,806.55	\$1,445,488.59	

<u>Discounted Bid Amount:</u>	<u>Amount of Bid Discount</u>	<u>Non-Specialty Bid Amt.</u>	<u>Discount Points:</u>
\$2,196,789.28	\$3,017.27	\$754,317.96	0%

- 1. Did the 50% requirements apply? **YES**

- 2. Did the contractor meet the 50% requirement? **YES**
 - b) % of LBE participation **0.00%**
 - c) % of SLBE participation **78.47%**
 - d) % of VSLBE/LPG Participation **0%**

- 3. Did the contractor meet the L/SLBE Trucking requirement? **NA**
 - a) Total L/SLBE trucking participation **100%**

- 4. Did the contractor receive bid discounts? **YES**
 - (If yes, list the percentage received) **2%**

- 5. Additional Comments.

Material Bid items No(s). 1, 2 and 3 are considered speciality items and therefore have been excluded from the total bid price for the purposes of determining compliance with the 50% L/SLBE requirement

6. Date evaluation completed and returned to Contract Admin./Initiating Dept.

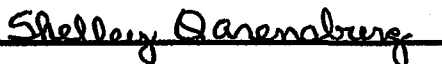
6/23/2014
Date

Reviewing Officer:

 **Date:**

6/23/2014

Approved By:

 **Date:**

6/23/2014

BIDDER 3

Project Name: RFP Ornamental Lights LED Conversion Project

C457310		Engineers Est: \$0.00					Under/Over Engineers Estimate: -\$2,199,806.55					For Tracking Only		
Discipline	Prime & Subs	Location	Cert. Status	LBE	SLBE	**VSLBE/LPG	Total	L/SLBE	Total	*Non-Specialty Bid Amount	TOTAL Original Bid Amount	Ethn.	MBE	WBE
							LBE/SLBE	Trucking	Trucking	Dollars				
PRIME ching	AEKO Consulting	Oakland	CB		586,934.00		586,934.00			355,032.23	586,934.00	AA		
	Columbia Electric	Oakland	CB							394,286.00	394,286.00	C	394,286	
Trucking Supplier	Marshall Trucking Graybar	Oakland	CB		5,000.00		5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	AA	5,000	
		Dublin	UB								1,213,586.55	NL		
Project Totals				\$0	591,934.00	0.00	591,934.00	5,000.00	5,000.00	754,318.23	2,199,806.55		\$399,286	\$0
				0%	78.47%	0%	78.47%	100%	100%	100%	100%		52.93%	0.00%
Requirements: The 50% requirement is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirement. A VSLBE and LPG's participation is double counted toward meeting the				LBE 25%	SLBE 25%	VSLBE/LPG	TOTAL LBE/SLBE/VSLBE/LPG	50% LBE/SLBE TRUCKING				Ethnici AA = African American AI = Asian Indian AP = Asian Pacific C = Caucasian H = Hispanic NA = Native American O = Other NL = Not Listed MO = Multiple Ownership		
Legend				LBE = Local Business Enterprise		UB = Uncertified Business								
				SLBE = Small Local Business Enterprise		CB = Certified Business								
				VSLBE = Very Small Local Business Enterprise		MBE = Minority Business Enterprise								
				LPG = Locally Produced Goods		WBE = Women Business Enterprise								
				Total LBE/SLBE = All Certified Local and Small Local Businesses										
				NPLBE = NonProfit Local Business Enterprise										
				NPSLBE = NonProfit Small Local Business Enterprise										

* The above project contains specialty work. The Non-Specialty Work Bid Dollars were used for the purposes of determining compliance with minimum 50% L/SLBE participation requirement.

CONTRACTS AND COMPLIANCE UNIT



Contract Compliance Division

PROJECT EVALUATION FORM

PROJECT NO.: C457310

PROJECT NAME: RFP Ornamental Lights LED Conversion Project

CONTRACTOR: Tanko Lighting

Engineer's Estimate:	Contractors' Original Bid Amount	Specialty Dollar Amount	Over/Under Engineer's Estimate
\$0.00	\$1,348,889.69	\$1,101,015.82	

Discounted Bid Amount:	Amount of Bid Discount:	Non-Specialty Bid Amt.:	Discount Points:
\$1,336,496.00	\$12,393.69	\$247,873.87	5%

1. Did the 50% requirements apply? **YES**

2. Did the contractor meet the 50% requirement? **NO**

b) % of LBE participation	0.00%
c) % of SLBE participation	85.98%
d) % of VSLBE/LPG Participation	0%

3. Did the contractor meet the L/SLBE Trucking requirement? **NA**

a) Total L/SLBE trucking participation **0%**

4. Did the contractor receive bid discounts? **NO**

(If yes, list the percentage received) **0.00%**

5. Additional Comments.

Material Bid Items No(s) 1, 2 and 3 are considered specialty items and therefore have been excluded from the total bid price for the purposes of determining compliance with the L/SLBE requirement.

6. Date evaluation completed and returned to Contract Admin./Initiating Dept.

6/23/2014

Date

Reviewing Officer:

[Signature]

Date:

6/23/2014

Approved By:

Shelley Darenburg

Date:

6/23/2014

LBE/SLBE PARTICIPATION

BIDDER 2

Project Name: RFP Ornamental Lights LED Conversion Project

Project No.: C312510		Engineers Est.: \$0.00					Under/Over Engineers Estimate: \$1,348,889.69					For Tracking Only			
Discipline	Prime & Subs.	Location	Cert. Status	LBE	SLBE	**VSLBE/LPG	Total	L/SLBE	Total	*Non-Specialty Bid Amount	TOTAL Original Bid Amount	Ethn.	MBE	WBE	
							LBE/SLBE	Trucking	Trucking						
PRIME Street Light Installation Supplier	Tanko Lighting	San Francisco	UB							34,793.87	34,793.87	C			
	Summerhill Electric	Oakland	CB		213,080.00		213,080.00			213,080.00	213,080.00	AA	213,080		
	Tanko Lighting	San Francisco	UB								1,101,015.82				
Project Totals				\$0.00 0.00%	\$213,080.00 85.98%	\$0.00 0%	\$213,080.00 85.98%	\$0.00 100%	\$0.00 100%	\$247,873.87 100%	\$1,348,889.69 100%		\$213,080 15.80%	\$0 0%	
Requirements: The 50% requirement is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirement. A VSLBE and LPG's participation is double counted toward meeting the requirement.				LBE 25%	SLBE 25%	VSLBE/LPG	TOTAL LBE/SLBE/VSLBE/LPG	50% LBE/SLBE/TRUCKING					Ethnicity AA = African American AI = Asian Indian AP = Asian Pacific C = Caucasian H = Hispanic NA = Native American O = Other NL = Not Listed MO = Multiple Ownership		
Legend				LBE = Local Business Enterprise SLBE = Small Local Business Enterprise VSLBE = Very Small Local Business Enterprise LPG = Locally Produced Goods Total LBE/SLBE = All Certified Local and Small Local Businesses NPLBE = Non-Profit Local Business Enterprise NPSLBE = Non-Profit Small Local Business Enterprise				UB = Uncertified Business CB = Certified Business MBE = Minority Business Enterprise WBE = Women Business Enterprise							

* The above project contains specialty work. The Non-Specialty Work Bid Dollars were used for the purposes of determining compliance with minimum 50% L/SLBE participation requirement.

	RFP Ornamental Lights LED Conversion Project						
	Project NO. C457310						
	Selection Committee Members: G. Durney, L. Jensen, A. Law						
Section	Description	George Durney		Lorin Jensen		Allen Law	
		AEKO	TANKO	AEKO	TANKO	AEKO	TANKO
1	Evaluation Process for Contractors (Materials)						
a	Relevant Experience	13	15	12	17	13	15
b	Contract Amount	10	20	0	20	10	20
c	Approach	18	19	15	16	18	19
d	Organization	13	13	15	15	15	15
e	Materials	18	18	15	15	18	18
f	Other Factors	10	10	7	8	10	10
	Total Materials	82	95	64	91	84	97
	Ranking	2nd	1st	2nd	1st	2nd	1st
2	Evaluation Process for Contractors (Installation and Documentation)						
a	Relevant Experience	18	19	15	17	18	20
b	Contract Amount	0	20	0	20	0	20
c	Approach	20	18	15	17	20	19
d	Documentation	17	18	15	16	18	20
e	Materials	10	10	8	8	10	10
f	Other Factors	8	8	7	8	9	9
g	Preference Points	12.5	12.5	10	7.5	12.5	12.5
	Total Installation and Documentation	85.5	105.5	70	93.5	87.5	110.5
	Ranking	2nd	1st	2nd	1st	2nd	1st
	Result: The Committee selected TANKO						

Compiled by Paul Chan

Attachment E

FUND PASS-THROUGH AGREEMENT

between

THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

and

City of Oakland

For the

CONVERSION OF ORNAMENTAL LIGHTS TO LED

at the

19th STREET BART STATION

DRAFT

This Fund Pass-Through Agreement (“Agreement”) is entered into as of the ___ day of _____, 2015, by the San Francisco Bay Area Rapid Transit District (“BART”) and the City of Oakland (“City”) (collectively, the “Parties”) in connection with BART funding of a portion of City’s Ornamental Lights LED Conversion Project No. C457310. The portion of City Project to be funded by BART includes the re-lamping of 44 street lights along Broadway and along 20th Street, adjacent to the 19th Street BART Station in Oakland, California .

RECITALS

- A. City issued a Request for Proposals (“RFP”) for its Ornamental Lights LED Conversion Project No. C457310 in the Uptown area (“City Project”), and received three proposals, ranging from \$1,348,889 to \$2,199,806. City Project did not originally include any re-lamping along those portions of Broadway or 20th Street adjacent to the 19th Street BART Station (“19th Street Station Scope”). However, after discussions with BART, City included the 19th Street Station Scope in the RFP prior to issuance.
- B. City staff has reviewed proposals, performed a compliance review, and recommended that the City Council award a contract to Tanko Lighting in the amount of \$1,348,889.

- C. As part of its 19th Street/Oakland Station Modernization Plan, BART assessed the Station's needs and prioritized a set of improvements designed to make substantive upgrades at the 19th Street BART Station.
- D. The conceptual plan identified improved LED pedestrian lighting to be installed at all station portals, elevators, and signs, with the goal of implementing the pedestrian lighting to improve visibility and enhance pedestrian safety at the station entry points. The conceptual plan also identified alternative new light fixtures to augment existing historic light fixtures along Broadway.
- E. City and BART staff reviewed alternative fixtures and questioned the feasibility of adding new light fixtures at station entry points, which would add to an increasingly cluttered right-of-way. There were also aesthetic and cost considerations that led to BART's decision not to add new light fixtures at station entry points.
- F. BART is willing to provide funding to City for the 19th Street Station Scope portion of City Project, which will include 44 light fixtures, each with two lamps to be converted, resulting in a total of 88 new lamps. Exhibit 1-A depicts the 44 light fixtures to be included in the 19th Street Station Scope.
- G. City is willing to accept funds from BART for the 19th Street Station Scope in order to expand the area in Uptown to be included in City Project, which was

originally contemplated to include only included portions of San Pablo Avenue and Telegraph Avenue, as well as six connecting streets between them. All street lights included in City Project are and will remain City property after the LED conversion.

AGREEMENT

BART and Agency, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION 1: CITY OF OAKLAND AGREEMENTS

- A. City agrees to enter into a Contract to implement City Project, including, but not limited to, the 19th Street Station Scope.
- B. City agrees that all Work that City performs, or causes to be performed, to implement City Project shall be done in accordance with all applicable laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including all applicable procurement rules and regulations, which relate to or in any manner affect the performance of this Agreement. Further, for any portion of City Project considered a "public work," City agrees to comply with all applicable requirements of the California Public Contract Code and the California Labor Code, including prevailing wage provisions. City further agrees that it will cooperate with BART's Subgrantee Monitoring Program, attached hereto as Exhibit 2 and incorporated by reference, as may be amended from time to time.

- C. The 19th Street Station Scope is funded by PTMISEA (also known as Proposition 1B Bonds). City agrees to comply with all requirements, as applicable, contained in Government Code sections 8879.20 *et seq.*, 8879.50 *et seq.*, the Governor's Executive Order on Accountability (E.O. S-02-07), and the most recent version of Caltrans' PTMISEA Guidelines currently dated July 2013 (available at http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Prop%201B/PTMISEA-Guidelines_2013.pdf). City further agrees to provide any information that may be required of BART or MTC to demonstrate compliance with these funding requirements.
- D. Government Code Section 8879.50(f)(1) requires project sponsors to report semiannually to Caltrans on the activities and progress of each approved and allocated PTMISEA project to ensure those activities funded from bond proceeds are being executed in a timely fashion, within approved scope and cost, and are achieving the intended purpose for which they are to be utilized. City must provide completed and signed progress reports every six months until the approved project is completed, and the project final report has been filed. Commencing on August 1, 2015, and thereafter on each August 1st and February 1st through the term of this Agreement, City agrees to provide BART with Semi-annual Progress Reports summarizing activities and progress made on the Project during the prior 6-month period in the formats required by PTMISEA (see http://www.dot.ca.gov/hq/MassTrans/Docs-Pdfs/Prop%201B/PTMISEA-Guidelines_2013.pdf). City is responsible for documenting all costs to perform the Work, and shall reimburse MTC and / or BART for any funds inappropriately spent as determined by an audit of Project.

- E. City agrees that no actions by City's partner organizations, contractors or subcontractors, and no action by any other party or agency shall relieve City of its obligation to comply fully with this Agreement.
- F. City agrees that, while it may request and receive advice from BART from time to time in order to understand City's obligations as a subrecipient of PTMISEA and other grant funds which may be added by amendment, City remains solely responsible for its full compliance with all grant conditions. City shall appoint a Project Manager who shall see that Project accounts are maintained subject to applicable grant conditions and federal, state, or local regulations, and the requirements of this Agreement.
- G. City may enter into contracts with third parties for the completion of the 19th Street Station Scope. Said contracts shall be subject to all of the terms, conditions and limitations set forth in this Agreement. BART reserves the right to review said contracts and change orders or amendments thereto for compliance with the grant requirements, prior to execution and to extent BART wishes to review said contracts and change orders, BART shall provide City notice thereof. City shall provide notice to BART of its intent to award these contracts and change orders. BART shall not be subject to any obligations or liabilities by contractors of City or any other person not a party to this Agreement in connection with this Work, notwithstanding BART's concurrence in the award of any contracts. Also, BART

concurrence in the award of any contract shall not relieve City of liability to BART for any charges to the grant that are subsequently disallowed by MTC or the State or any grant source, or determined by any audit to be unallowable.

H. City acknowledges that if any portion of the PTMISEA grant is not funded by State Proposition 1B bond funds, or any portion of grants added by amendment to this Agreement is not funded, BART is not obligated to provide such funds to City and is not liable to City in any way for such funding. City acknowledges that BART may seek reimbursement from State or other funding sources after making payments to City under this Agreement. City further agrees to fully refund to BART any payments under this Agreement that are subsequently disallowed by MTC, State, or other funding source, or determined by any audit to be unallowable.

I. City's invoices to BART pursuant to this Agreement shall segregate costs by activity pursuant to the 19th Street Station Scope. In addition, each invoice must have sufficient documentation to show Grant, Local Match, and In-Kind amounts, as detailed in Exhibit 3, attached hereto and incorporated herein by this reference. All invoices shall be made in writing and delivered or mailed to BART as follows:

San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
Oakland, CA 94612

Attention: Sadie Graham, Senior Planner
Planning + Development

- J. City agrees that only actual, allowable, necessary and reasonable costs are reimbursable and that all Work costs invoiced to BART, and local match contributions, shall comply with applicable federal, state or local government requirements.
- K. City shall allow representatives of the MTC, the State, and BART auditors access to all records, books, and documents, related to costs or performance under this Agreement, beginning with execution of this Agreement and extending to three years from final payment by the State to BART for work covered by this Agreement. In addition, City shall provide copies of all source documents required to verify compliance with the requirements of this Agreement, including but not limited to, approved cost allocation plans, written progress reports, job cost ledgers, and time records. City shall maintain all records related to the Work and its costs for three years from the date of final payment by the State to BART under the PTMISEA grant, and from the date of final payment by other grant sources added by amendment to this Agreement. Furthermore, City shall require each of its contractors and subcontractors to allow representatives of the MTC, the State, and BART to have access to all books, records, and documents relative to all costs and performance under the Agreement for the purpose of auditing, inspecting, and copying such books, records, and documents beginning with the execution of the contract or subcontract and extending for three years after final payment under the Agreement. The contractors and subcontractors shall be required to maintain all records related to contract or subcontract costs and

performance for three years following final payment under the contract or subcontract.

L. It is understood and agreed that neither BART nor any director, officer, agent or employee of BART is responsible for any damages or liability occurring by reason of anything done or omitted to be done by City, its officers, agents and employees, under or in connection with this Agreement. It is also understood that City will fully indemnify, hold harmless and defend in any claim or litigation BART, its directors, officers, agents and employees from any damage or liability occurring by reason of anything done or omitted to be done by City, its officers, agents and employees under or in connection with this Agreement, and to pay and satisfy any resulting judgments; except that said indemnity, hold harmless and defense obligations shall not be applicable to any damage or liability occurring due to the gross negligence or willful misconduct of BART, its directors, officers, agents and employees.

M. City agrees that BART may terminate this Agreement for cause if City is in default of any provision and has failed to cure any such default as provided herein. BART shall serve a thirty (30) day written notice of termination on City setting forth the manner in which City is in default and the manner in which the alleged default may be cured. If City does not cure a default within thirty (30) days of the receipt of the notice, or commence to cure within the thirty (30) day period and diligently prosecute the cure to completion to the satisfaction of

BART, BART may in its discretion terminate this Agreement. If the Agreement is terminated, City will be reimbursed for the portion of the 19th Street Station Scope performed in accordance with the Agreement prior to termination.

SECTION 2: BART AGREEMENTS

- A. BART agrees to reimburse City in the amount of \$196,000 in Prop 1B PTMISEA funds for the performance of the 19th Street Station Scope by City's contractor for the Project.
- B. BART agrees to reimburse City in accordance with this Agreement, including but not limited to, the Invoicing Procedures contained in Exhibit 3.

SECTION 3: MUTUAL AGREEMENTS

- A. Neither party shall assign this Agreement, or any part thereof, without prior express written consent of the other, and any attempt thereof shall be void and unenforceable.
- B. All notices required hereunder may be given by personal delivery, U.S. mail, courier service (e.g. federal express) or facsimile. Notices shall be effective upon receipt at the following addresses:

To BART: San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 21st Floor
P.O. Box 12688
Oakland, CA 94604-2688

Attention: Sadie Graham, Senior Planner
Planning + Development

510-464-6151 (phone)
510-874-7459 (fax)

With a copy to:

San Francisco Bay Area Rapid Transit District
300 Lakeside Drive, 16th Floor
P.O. Box 12688
Oakland, CA 94612

Attention: Ronald Avery
Manager, Grant Compliance

510-464-6284 (phone)
510-287-4751 (fax)

To Agency:

City of Oakland
Office of Neighborhood Investment
250 Frank Ogawa Plaza, Ste. 5313
Oakland, CA 94612

Attention: George Durney
Project Manager

With a copy to:

TBD

Attention: City Attorney

- C. Nothing in this Agreement is intended to nor does establish the Parties as partners, co-venturers or principal and agent with one another. Neither party may contract or enter into any other agreement in the name of the other.
- D. This Agreement shall be interpreted under and pursuant to the laws of the State of California applicable to contracts to be performed within the State, without reference to conflicts of law principles. This Agreement is made in Alameda County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Alameda County, California.

E. This Agreement shall be binding upon and inure to the benefit of approved transferees, successors and assigns of each of the Parties to it, except that there shall be no transfer of any interest by any of the Parties to this Agreement except pursuant to the terms of the Agreement.

F. This Agreement represents the full, complete and entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the Parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except in writing signed by an authorized officer or representative of each of the Parties hereto.

IN WITNESS WHEREOF, the Parties executed this Agreement on or as of the date first written above.

AGENCY:

City of Oakland
Office of Neighborhood Investment

By: _____

Name: _____

Title: _____

Approved as to form:

Agency Counsel

BART:

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, a rapid transit district established pursuant to Public Utilities Code Section 28500 et seq.

Approved as to form:

BART Attorney

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT 1

PTMISEA Project Description and Allocation Request Conversion of Ornamental Lights to LED at 19th Street BART Station

Description - As part of its 19th Street/Oakland Station Modernization Plan (“Modernization Plan”), BART thoroughly assessed the station’s needs and prioritized a set of improvements designed to make substantive upgrades that will create a cleaner, brighter, easier-to-use BART station, and that can be used to leverage funding. The Plan presents a unique set of improvements that respond to the station’s existing needs and the flourishing growth of the surrounding area. BART is currently advancing the design and engineering of a prioritized set of improvements. The conceptual plan identified improved LED pedestrian lighting to be installed at all station portals, elevators, and signs, and highlight wayfinding and landscaping elements, with the goal of implementing the pedestrian lighting to improve visibility and safety at the station entry points.

City of Oakland (“City”) staff expressed their concern to BART that adding infrastructure to an already crowded public sidewalk was not a good idea. They brought to BART’s attention the City’s “LED Upgrade to Historic Lights in the Uptown” Project (“City Project”) to re-lamp the existing street lights on the Uptown portions of Telegraph Ave. with LED lights in order to achieve similar safety, security and visibility goals. BART staff concluded that funding added scope to the City Project in order to include the lights along Broadway and along 20th Street adjacent to the 19th Street BART Station (“19th Street Station Scope”) would achieve the goals identified in the Modernization Plan without adding infrastructure. The City would also benefit by having a larger portion of the Uptown area converted to LED lighting.

Scope and Cost - BART will provide funding to the City for a portion of the City Project that includes the 19th Street Station Scope. That Scope includes the conversion of 44 light fixtures (88 lamps) to LED along Broadway and along 20th Street adjacent to the 19th Street BART station. At a cost of approximately \$4414 for each lamp, the total amount BART will contribute will not exceed \$196,000 from Prop 1B PTMISEA funds. The 44 light fixtures belong to the City and will remain City property and be maintained by the City after the upgrade. Exhibit 1-A depicts the lamps to be upgraded with BART funding.

EXHIBIT 2

Subgrantee Monitoring Management Procedure

Subgrantee Monitoring Program for Federal and State Grants or Oversight of Grant Sub-Recipients

I. GENERAL

When the San Francisco Bay Area Rapid Transit District (BART) agrees to provide funds to a SUBGRANTEE (not a contractor) and BART expects an outside funding source (granting agency, e.g., the Federal Transit Administration, Caltrans) to reimburse BART through a grant, BART agrees with the funding agency to require the SUBGRANTEE to comply with all of the provisions of the grant agreement as though the SUBGRANTEE were the grant recipient. The grant requirements are passed along to the SUBGRANTEE through a pass-through agreement between BART and the SUBGRANTEE. BART also assumes the oversight responsibility of ensuring that the SUBGRANTEE complies in all respects with the applicable requirements of the grant agreement. If the granting agency is not satisfied that the SUBGRANTEE has complied fully with the provisions of its grant agreement with BART, the granting agency may refuse to reimburse BART for amounts BART has paid to the SUBGRANTEE, or demand that BART repay grant funds already disbursed to BART.

II. OBJECTIVE

The purpose of this Management Procedure is to provide BART staff with procedures for monitoring SUBGRANTEE'S compliance with grant requirements and with its pass-through agreement with BART.

III. DEPARTMENTS AFFECTED

For each pass-through agreement and the resulting contracts, if any, entered into by SUBGRANTEE, the following departments may be affected by this Management Procedure:

- The Capital Development Department
- The Sponsoring Department (for the pass-through agreement with AGENCY, it is the Property Development Department)
- The Office of the General Counsel
- The Assistant Controller
- The Procurement Department
- The Office of Civil Rights
- The System Safety Department
- The Insurance Department
- The Human Resources Department
- The Maintenance and Engineering Department

Transit System Development
The Internal Audit Department

IV. RESPONSIBILITY

The BART Capital Development Department is responsible for establishing, maintaining, and monitoring compliance with this Management Procedure.

The Planning *and* Development Department (P+D) is the department that implements the action resulting in BART's obtaining the grant from the funding source and that has responsibility for overseeing the SUBGRANTEE's project for BART, and will be the primary contact with the SUBGRANTEE. P+D is responsible for obtaining the required participation by all affected departments, and is responsible for ensuring that the SUBGRANTEE complies with the grant requirements.

Other affected departments are responsible for providing assistance to P+D in the same manner as would be required if the grant were for a BART project.

V. PROCEDURE

Not all sections of this Management Procedure will be applicable to all SUBGRANTEES or project scopes of work, and this Management Procedure may be modified as required to be consistent with the requirements of the agreement between BART and the funding source.

NOTIFICATIONS: If P+D initiates the process leading to a funding source awarding BART a grant that will be used to fund a SUBGRANTEE's project, P+D must immediately notify the Capital Development Department at the start of the process and identify the prospective agreement manager (described below). The Capital Development Department will provide the agreement manager with a copy of any available relevant provisions required by the granting agency. The agreement manager must become familiar with the requirements and make the requirements known to the prospective SUBGRANTEE. If the Capital Development Department obtains a grant that may be used to fund a SUBGRANTEE's project the Capital Development Department will immediately notify the prospective P+D Department. This is to assure that all parties are aware of expected requirements.

PLANNING+DEVELOPMENT DEPARTMENT: While Grant Compliance and other BART departments, such as Procurement, the Assistant Controller, and Internal Audit, will have a role in monitoring grant compliance by each SUBGRANTEE, the primary responsibility for coordination and enforcement will remain with the Planning and Development Department.

P+D designates both Sadie Graham and Val Menotti as agreement managers. They will be the primary BART contact with the SUBGRANTEE.

If the project scope so warrants, P+D will secure a BART project technical advisor for implementation support. Typically a project technical advisor is required to provide technical

expertise and oversight related to various project activities such as design, construction, and maintenance. Dennis Ho of the Station/Project Development Department is hereby designated the project technical advisor.

The agreement manager is responsible for preparing and overseeing compliance with a funding pass-through agreement between the SUBGRANTEE and BART. The pass-through agreement must require that the SUBGRANTEE comply with the provisions of the grant agreement between the granting agency and BART as though it was the grant recipient, and a copy of the grant agreement must be included with the pass-through agreement and incorporated into the pass-through agreement by reference. Among other provisions, the pass-through agreement will indicate that SUBGRANTEE will be required to submit any certifications identified by BART as being required by the grant agreement. The pass-through agreement will also describe in detail the invoicing procedures and supporting documentation required for reimbursement by BART. The draft pass-through agreement must be reviewed and approved by the following BART departments: Sponsoring Department, Grant Compliance Division, Risk Management, and the Office of the General Counsel.

The agreement manager will obtain from the SUBGRANTEE all applicable certifications and assurances required of BART by the granting agency. The certificates and assurances will be those specific to the grant as well as any annual certifications to the granting agency. The agreement manager will forward the certifications as required by the funding agreement and maintain copies of all certifications in file for three years following final reimbursement to BART under the grant agreement.

CAPITAL DEVELOPMENT DEPARTMENT: The Grant Compliance Division of the Capital Development Department (Grant Compliance) will provide independent monitoring/control and must be copied on all communications with the SUBGRANTEE. Additionally, Grant Compliance must sign off on any transactions involving grant-related activities including, but not limited to, project scope, schedule changes, payments, proposed budget modifications, and notices of non-compliance.

COMMUNICATIONS: Continuous communication will be maintained between BART and the SUBGRANTEE. The methods of communication may include letters, e-mails, meetings, site visits, and audits/inspections. Any substantive communications by phone or in person, including but not limited to communications regarding grant compliance, should be memorialized in writing. Progress on project and compliance oversight will be monitored through SUBGRANTEE Quarterly Project Status Reports (QPR), BART site visits, project schedule updates, reimbursement requests, and various SUBGRANTEE document submittals to BART such as plans and specifications, procurement documents, financial reports (single audit, general ledger, etc.).

REIMBURSEMENT: Reimbursement requests from the SUBGRANTEE will be processed in accordance with the provisions of the pass-through agreement. Reimbursement requests received by BART will use the following sign-off routing sequence unless otherwise determined: agreement manager, project manager if applicable, Grant Compliance, and Accounts Payable.

NON-COMPLIANCE: Issues of non-compliance with the provisions of the grant or pass-through agreements will be resolved as follows:

The agreement manager will notify the SUBGRANTEE in writing of the non-compliant item(s) and propose a resolution. Following correspondence and/or meetings as the agreement manager and the SUBGRANTEE deem appropriate, corrections will be made by the SUBGRANTEE if agreement is reached. Correction of non-compliant items will be documented and will appear in the next publication or status report.

If the agreement manager and the SUBGRANTEE cannot reach an agreement regarding the non-compliant item(s), the agreement manager, together with Grant Compliance and other BART staff, will determine the appropriate course of action and will notify the SUBGRANTEE of its determination.

PROJECT CLOSEOUT: The agreement manager and/or project manager will provide coordination and verification that all responsibilities and work by the SUBGRANTEE are completed. Copies of the associated financial records that are closed will be provided to Grant Compliance. Closeout begins immediately after all work activities under the grant are completed and all closeout documentation must be submitted within the following 90 days. The SUBGRANTEE must initiate closeout of a grant through BART when all approved activities are completed and applicable grant funds expended. This requires a letter notifying BART that the grant is ready for closeout. In order to expedite grant closeout, the following should be submitted: a final budget revision reflecting actual project costs by scope and activity; a copy of the Single Audit Report (A-133); and any other reports required as part of the terms and conditions of the grant.

EXHIBIT 3

BART / Agency Fund Pass-Through Agreement

Invoicing Procedures

General

1. BART reimbursement of project costs does not constitute BART's final decision about whether the costs are eligible under this Agreement and does not constitute a waiver of any violation of the provisions of this Agreement. If BART determines that Agency is not eligible to receive any portion of the amount reimbursed, BART will withhold that amount from the subsequent invoice(s) or request return of the ineligible amounts.
2. Grant funds will be used to reimburse construction costs. The Agency invoice will include a copy of the detailed contractor's pay application and a summary sheet segregating costs by fund source, should additional grants be incorporated into this Agreement.
3. Payments record retention: See Agreement Section 1, Article L.
4. Retention from the prime construction contractor will be withheld by Agency and paid by Agency from project funds upon completion of the project. Retention will not be released without approval by BART.
5. Agency's prime construction contract award date is the earliest date costs can be incurred for construction.
6. BART concurrence is required on construction contracts and change orders that increase contract costs prior to reimbursement.

Detailed Procedure

1. The Agency Project Manager approves the contractor's pay application, prepares an invoice package and submits it to the BART Project Manager for review and approval.
2. BART Project Manager reviews the pay application and either approves the submittal or requests changes and/or clarification within 7 business days of receipt of the invoice package.
3. The BART Project Manager notifies the Agency Project Manager of the results of the review. If changes are required, the Agency Project Manager works with the contractor to resolve the changes and resubmits, per step 1 above.
4. Once the BART Project Manager notifies the Agency Project Manager that the pay application package is approved, the Agency cuts and signs a check for the approved pay application amount and forwards a copy of the signed check to the BART Project Manager for verification.
5. BART pays the Agency for the grant portion of the pay draw (as indicated on the invoice summary) within 10 business days of receipt of the check copy. Upon receipt of the BART payment, the Agency Project Manager releases the signed Agency check to the contractor within 2 business days.

Summary Sheet

1. Invoice cover to be an original under the Agency letterhead.

2. Agency approval to be by the Agency's Executive Director.

Payment Application

The template of the form to be submitted to BART is attached to this exhibit.

Copy of the following is to be attached to the invoice:

1. Invoice from the contractor(s), in the form of a Subgrantee Payment Certification.

DRAFT

**Exhibit 3-A
Payment Application Template**

DRAFT

Subgrantee Payment Certification
 Bay Area Rapid Transit District
 300 Lakeside Drive, 21st Floor, Oakland, CA 94612

To Controller: Payment certification for the Attached Invoice
Invoice No. PTMISEA-X xst invoice for Public Transportation Modernization, Improvement and Service Enhancement Program Grant (PTMISEA)
Grant: PTMISEA Grant for Conversion of Ornamental Lights to LED at the 19th Street BART Station
Fund: State of California Proposition 1B; Regional Entity is MTC
Subgrantee: City of Oakland Office of Neighborhood Investment

Grant Approved Budget: \$1,348,889 (\$196,000 BART Prop 1B and \$1,152,889 City of Oakland)

Project Components	Invoices				Pay This Amount	Project		Grant	
	Approved to Date Thru Invoice:	This	As Received	Total Approved		Approved Project Amount	Remaining Project Balance	Approved Grant Amount	Remaining Grant Balance
Invoice Item Numbers 1-x	--	As Received	As Approved	PTMISEA-X					
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,875,300.00	\$1,875,300.00	\$1,500,000.00	\$1,500,000.00

Total Reimbursed Through Invoice No. PTMISEA-X 80% of \$0.00 = \$0.00
 Total Reimbursed for Invoice No. PTMISEA-X 80% of \$0.00 = \$0.00

Note - Invoice will be paid at 80% as Agency is responsible for the Local Match of 20%.

Approvals:

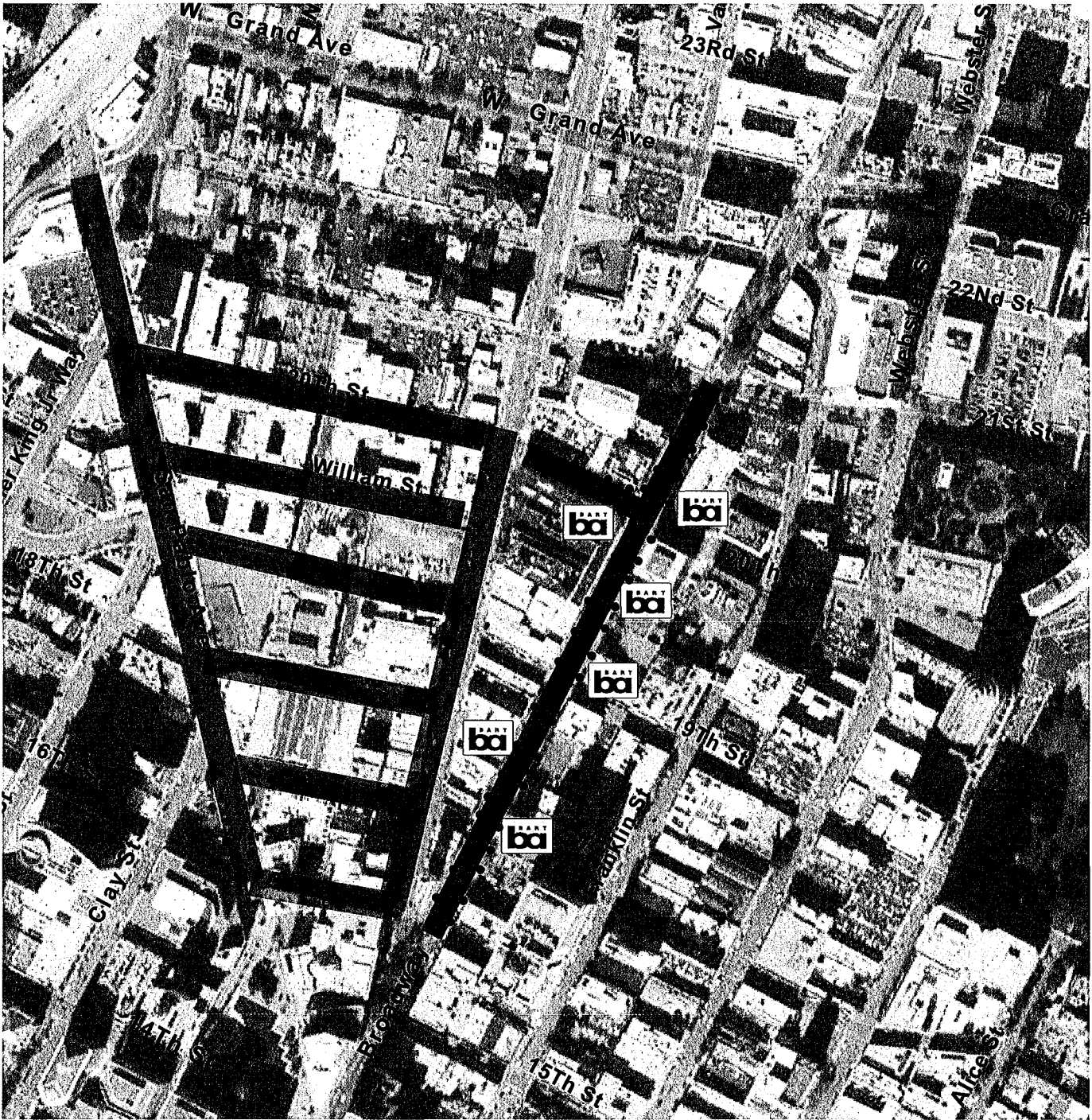
Property Development Staff Analyst _____ Date _____

Grants Compliance Analyst/Manager _____ Date _____

Project Manager _____ Date _____

Subgrantee Agency Director _____ Date _____

EXHIBIT 1 - A
City of Oakland Ornamental Lights LED Conversion Project



Legend

 Original Scope without
19th Street Station Scope

 19th Street
Station Scope

DRAFT

City Attorney

OAKLAND CITY COUNCILFILED
OFFICE OF THE CITY CLERK
OAKLAND

2015 JUL -2 AM 11:02

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO:

1) EXECUTE A ONE-YEAR CONTRACT FOR SERVICE WITH TANKO LIGHTING FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016, IN AN AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED EIGHTEEN THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND SIXTY-THREE CENTS (\$1,618,667.63) FOR THE REPLACEMENT OF EXISTING ORNAMENTAL LIGHTS WITH LIGHT EMITTING DIODE (LED) STREET LIGHTING;

2) WAIVE THE ADVERTISING AND COMPETITIVE BIDDING REQUIREMENTS ASSOCIATED WITH THE PROPOSED CONTRACT FOR SERVICE;

3) AUTHORIZE AN AGREEMENT WITH THE BAY AREA RAPID TRANSIT (BART) DISTRICT FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND NINETY-SIX THOUSAND DOLLARS (\$196,000.00) IN CAPITAL REIMBURSEMENT FUNDS TO BE REMITTED FROM BART TO THE CITY OF OAKLAND FOR THE PLACEMENT OF ADDITIONAL ORNAMENTAL LIGHTING AS PART OF BART'S 19TH STREET/OAKLAND STATION MODERNIZATION PLAN AND ACCEPT AND APPROPRIATE SAID FUNDS TO OAKLAND PUBLIC WORKS

WHEREAS, in May 2014, Oakland Public Works' Bureau of Infrastructure and Operations issued a Request for Proposals (RFP) associated with Oakland's Ornamental Lights Conversion Project (Project No. C457310), for the placement of low energy and low maintenance Light-Emitting Diode street lights within the Uptown and Downtown areas of the City; and

WHEREAS, upon review of all qualifying RFP responses, Tanko Lighting was deemed the most responsive and competitive bidder; and

WHEREAS, Oakland Public Works requests authorization to enter into a one-year contract for service with Tanko Lighting for the period of July 1, 2015 through June 30, 2016 for an amount not to exceed (\$1,618,667.63) for parts and other technical services associated with the Ornamental Lights Conversion Project; and

WHEREAS, the proposed financial allocation for the Tanko Lighting matter is inclusive of a base contractual amount of one million three hundred and forty-eight thousand eight hundred and eighty-nine dollars and sixty-nine cents (\$1,348,889.69), plus a change order percentage of twenty-percent (20%), which equals two hundred sixty-nine thousand seven hundred seventy-seven dollars and ninety-four cents (\$269,777.94); and

WHEREAS, Oakland Municipal Code (OMC) Title 2, Chapter 2, Article I, Section 2.04.051.A requires the City to conduct a competitive Request for Proposal/Qualification (RFP/Q) selection process for the procurement of professional services; and

WHEREAS, OMC Title 2, Chapter 2, Article I, Section 2.04.050 requires the City to conduct advertising and competitive bidding when it purchases services, supplies or a combination thereof that exceeds \$50,000.00; and

WHEREAS, OMC Section 2.04.050 I.5 authorizes the City Council to waive the advertising and competitive bidding requirements of Section 2.04.050 upon a finding and determination that it is in the best interests of the City to do so; and

WHEREAS, the Bay Area Rapid Transit (BART) District, as part of their 19th Street/Oakland Station Modernization Plan, seeks to partner with Oakland within the context of the City's enactment of its Ornamental Lights Conversion Project in order to facilitate the placement of lighting improvements at the 19th Street BART station; and

WHEREAS, Oakland Public Works seeks authorization to enter into a pass-through contractual agreement with BART for the period of July 1, 2015 through June 30, 2016 in an amount not to exceed one hundred and ninety-six thousand dollars (\$196,000.00) in capital reimbursement funds to be remitted from BART to the City of Oakland for ornamental lighting, and accept and appropriate said funds to Oakland Public Works; now, therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator to enter into a one-year service agreement with Tanko Lighting for a base contractual amount not to exceed \$1,618,667.63 associated with the City's Ornamental Lighting Conversion Project; and be it

FURTHER RESOLVED: Pursuant to OMC Section 2.04.051.A, the City Council hereby finds and determines that it is in the best interests of the City to waive the advertising and competitive bidding requirements due to findings and determinations as referenced herein and within the attached report; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Administrator to enter into a pass-through contractual agreement with BART for the period of July 1, 2015 through June 30, 2016 in an amount not to exceed one hundred and ninety-six thousand dollars (\$196,000.00) in capital reimbursement funds to be remitted from BART to the City of Oakland for ornamental lighting, and accept and appropriate said funds to Oakland Public Works; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to complete all required negotiations, certifications, assurances and documentation required to accept, modify, extend and/or amend the proposed agreements with Tanko Lighting and BART, except for any increase in the contract(s) costs; and be it

FURTHER RESOLVED: That proposed contract expenditures shall be expensed to the California Housing and Community Development Fund (2144); CIP Central District Org. (94889) and/or Central District Redevelopment Org. (85245); Signal and Safety Devices Account (57412) and/or Contract Contingencies Account (54011); Project Number (C464560) and/or Project Number (C464560; and be it

FURTHER RESOLVED: That proposed contract expenditures shall also be expensed to the Central District Projects Fund (5610); CIP Central District Org. (94889); Contract Contingencies Account (54011); Project Number (C194970); and be it

FURTHER RESOLVED: That the City Attorney shall review and approve the proposed contract(s) as to form and legality, and copies of the agreement(s) shall be filed with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES – BROOKS, CAMPBELL-WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID and PRESIDENT GIBSON-McELHANEY

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California