

CITY OF OAKLAND FILED
AGENDA REPORT AGENCY OF THE CITY CLERK
OAKLAND

2011 APR 13 PM 6:16

TO: Office of the City Administrator
ATTN: P. Lamont Ewell
FROM: Public Works Agency
DATE: April 26, 2011

RE: RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TWO YEAR AGREEMENT FROM JULY 1, 2011 TO JUNE 30, 2013 WITH THE LAKE MERRITT INSTITUTE FOR PROFESSIONAL SERVICES TO PROVIDE CLEANUP, MAINTENANCE, MONITORING, VOLUNTEER COORDINATION, AND TECHNICAL ASSISTANCE AT LAKE MERRITT IN AN AMOUNT NOT TO EXCEED \$320,000, AND TO EXTEND THE INITIAL CONTRACT PERIOD (JULY 1, 2011 TO JUNE 30, 2013) AN ADDITIONAL TWO YEARS (THROUGH JUNE 30, 2015) IF THE TASKS IN THE SCOPE OF WORK ARE COMPLETED SATISFACTORILY

SUMMARY

A resolution has been prepared authorizing the City Administrator to enter into a professional services agreement (Agreement) with the Lake Merritt Institute (LMI) for cleanup, maintenance, monitoring, volunteer coordination, technical assistance and public outreach related to Lake Merritt (Lake) for Fiscal Years 2011-2013. These services are needed to comply with State and Federal regulations addressing water quality impairments in the Lake.

The Agreement is for a not-to-exceed amount of \$320,000 for the period of July 1, 2011, to June 30, 2013. The City Administrator will be authorized to approve, contingent on available funding and satisfactory performance, a two-year contract extension from July 1, 2013, to June 30, 2015. The Public Works Agency, Environmental Services Division will manage the contract.

FISCAL IMPACT

Approval of the proposed resolution will authorize a total expenditure for the LMI Contract in an amount not-to-exceed \$320,000 for the period of July 1, 2011 to June 30, 2013. Funds for this professional services agreement are budgeted in the FY 2011-2013 proposed budget in the Sewer Service Fund (3100), Environmental Services: Environmental Remediation Organization (30683), and Project To Be Determined.

BACKGROUND

Since 1999, Lake Merritt has been listed by the Environmental Protection Agency on the State of California 303d list of Impaired Water Bodies for trash and low dissolved oxygen. Because the Lake is listed as an Impaired Water Body, the City is required to reduce litter and increase dissolved oxygen in Lake Merritt.

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In December 2010, staff issued to local and regional environmental consultants and organizations a Request for Proposals (RFP) to provide cleanup, maintenance, monitoring, volunteer coordination, technical assistance and public outreach services related to Lake Merritt. Only one proposal, submitted by LMI, was received by the February 2011 deadline.

Staff evaluated the proposal and LMI received a satisfactory rating in all areas. LMI has demonstrated that it possess the necessary experience and skills. LMI is the current contractor providing the City "Clean Lake" services and has met all obligations under its existing contract. Additionally, LMI is a certified Small Local Non-profit/Not for Profit Corporation, and has met the City's Local and Small Local Business Enterprise Program (LBE and SLBE) requirements of 20% participation. The Contract Compliance section in the Office of the City Administrator has verified the LBE and SLBE participation, as shown in *Exhibit A*.

KEY ISSUES AND IMPACTS

Since 1999, the Lake has been listed on the State of California 303d list of Impaired Water Bodies for trash and low dissolved oxygen. Tasks included in this agreement allow the City to comply with State and federal regulations and, thus, avoid fines and penalties. Work under this contract also will further the City's efforts to increase volunteers, improve the condition of wildlife habitat, and enhance the Lake's aesthetics.

PROGRAM DESCRIPTION

The Clean Lake Program goals are to undertake cleanup, maintenance, monitoring, volunteer coordination, technical assistance and public outreach related to Lake Merritt. The Agreement scope of work includes:

- A. Remove trash from Lake Merritt and along its shoreline, using volunteers and paid staff. Maintain at least four self-service volunteer cleaning stations to allow for more access to volunteer opportunities and more efficient collection of litter.
- B. Inspect litter/petroleum booms located in Lake Merritt at a frequency prescribed by the City. Conduct operational and routine maintenance activities necessary to keep booms functional and oversee boom repairs subsequent to consultation with the City.
- C. Inspect the four aeration fountains located on Lake Merritt and perform operational and routine maintenance activities on the fountains.
- D. Coordinate Lake Merritt volunteer activities throughout the year. Conduct stormwater runoff education presentations to schools, volunteers, civic groups, neighborhood associations and the general public.
- E. Assist with enforcement related to illicit discharges and illegal dumping in Lake Merritt and the watershed that feeds directly into Lake Merritt by providing City-approved Best Management Practices and offering educational materials to businesses or persons observed engaging in such violations.
- F. Participate in the Lake Merritt Water Quality Technical Committee.

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EVALUATION OF PAST PERFORMANCE

Staff conducted an evaluation of LMI's performance for the most recent contract term (July 2007 to June 2011). Throughout the term of the contract, staff conducted site visits and reviewed monthly status reports to determine LMI's performance. LMI has achieved a satisfactory performance rating shown in Schedule L-2 (*Exhibit B*). This evaluation was based on the period from July 1, 2007, to June 30, 2011, for which LMI was awarded a total contract amount of \$640,000 per Resolution Number 80640 C.M.S.

SUSTAINABLE OPPORTUNITIES

Economic: The local economy will benefit from services provided through this contract, which has a high level of local business participation.

Environmental: This Agreement will provide for litter removal and beautification of the Lake. Water quality will be improved and wildlife habitat will be enhanced.

Social Equity: This Agreement will result in a cleaner, healthier Lake for use by citizens of all economic levels.

DISABILITY AND SENIOR CITIZEN ACCESS

Implementation of this resolution will have no direct impact on disability and senior citizen access.


RECOMMENDATION AND RATIONALE

Staff recommends that the City Council approve the resolution authorizing the professional services agreement with Lake Merritt Institute for an amount not to exceed \$320,000 for the period of July 1, 2011, to June 31, 2013 and authorizing the City Administrator to approve, contingent on available funding and satisfactory performance, a two-year contract extension from July 1, 2013, to June 30, 2015. Doing so will allow the City to fulfill State and federal requirements for addressing water quality impairments in Lake Merritt, as well as increase volunteers at the Lake, improve the condition of wildlife habitat, and enhance the Lake's aesthetics.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve the resolution.

Respectfully submitted,



Vitaly B. Troyan, P.E.
Director, Public Works Agency

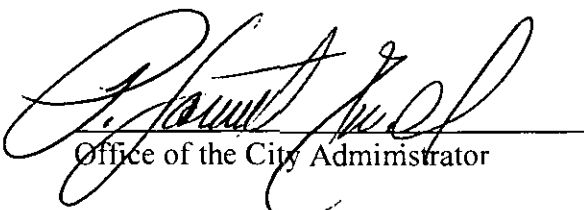
Reviewed by:
Brooke A. Levin, Assistant Director

Reviewed by:
Susan Kattchee, Environmental Services Manager

Prepared by:
Bryn Samuel, Environmental Resources Analyst
Environmental Services Division

Exhibit A: Project Compliance Evaluation - Contracting & Purchasing Department
Exhibit B: Schedule L-2

APPROVED AND FORWARDED TO THE
PUBLIC WORKS COMMITTEE:



Office of the City Administrator

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Public Works Committee
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Memo

Department of Contracting and Purchasing
 Social Equity Division

To: Bryn Samuel, Environmental Resources Analyst
 From: Vivian Inman, Contract Compliance Officer
 Through: Deborah Barnes, Director, DCP *Deborah Barnes*
 Shelley Darensburg, Sr. Contract Compliance Officer
 Cc: Gwen McCormick, Contract Administration Supervisor
 Date: March 18, 2011
 Re: Clean Lake RFP

The Department of Contracting and Purchasing (DCP), Division of Social Equity, reviewed one (1) proposal in response to the above referenced project. Below is the outcome of the compliance evaluation for the minimum 20% Local and Small Local Business Enterprise (L/SLBE) participation requirement, and a preliminary review for compliance with the Equal Benefits Ordinance (EBO).

Below are the results of our findings:

Non-Responsive to L/SLBE and EBO Policies		Proposed Participation				Earned Credits and Discounts			Banked Credits Eligibility	EBO Compliant?
Company Name	Original Bid Amount	Total LBE/SLBE	LBE	SLBE	Trucking	Total Credited Participation	Earned Preference Points	Adjusted Bid Amount		
Lake Merritt Institute	NA	100%	0%	100%	NA	100%	5 points	NA	2 points	Y

Comments: As noted above, the Lake Merritt Institute exceeded the minimum 20% L/SLBE participation requirement. The firm is EBO compliant.

Non-Responsive to L/SLBE and EBO Policies		Proposed Participation				Earned Credits and Discounts			Banked Credits Eligibility	EBO Compliant? Y/N
Company Name	Original Bid Amount	Total LBE/SLBE	LBE	SLBE	Trucking	Total Credited Participation	Earned Bid Discounts	Adjusted Bid Amount		
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Comments: There were no non-responsive firms.

Should you have any questions you may contact Vivian Inman at (510) 238-3970.



DEPARTMENT OF CONTRACTING AND PURCHASING

Social Equity Division

PROJECT COMPLIANCE EVALUATION FOR :

Project No.

RE: Clean Lake RFP

CONSULTANT/CONTRACTOR: Lake Merritt Institute

<u>Engineer's Estimate:</u> NA	<u>Contractors' Bid Amount</u> NA	<u>Over/Under Engineer's Estimate</u> NA
<u>Bid discounted amount:</u> N/A	<u>Discount/Preference Points:</u> 5 points	

1. Did the 20% local/small local requirement apply: **YES**
2. Did the contractor meet the 20% requirement **YES**
 - a) % of LBE participation **0.00%**
 - b) % of SLBE participation **100.00%**
3. Did the contractor receive bid discount/preference points? **YES**
(If yes, list the points received) **5 points**

5. Additional Comments.

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

3/18/2011

Date

Reviewing Officer: *Nicci Ann*

Date: 3/18/2011

Approved By: *Shelley Darenburg*

Date: 3/18/11

LBE/SLBE Participation Lake Merritt Institute

Project Name: Clean Lake RFP

Project No.:		Engineer's Estimate				Under/Over Engineers Estimate:				
Discipline	Prime & Subs	Location	Cert. Status	LBE	SLBE	Total LBE/SLBE %	Total Percentages	For Tracking Only		
								Ethnic	MBE	WBE
PRIME Lake Clean Up	Lake Merritt Institute	Oakland	CB		89.40%	89.40%	89.40%	O		
	Peralla Service Corp	Oakland	CB		10.60%	10.60%	10.60%	H	10.60%	
Project Totals				0.00%	100.00%	100.00%	100.00%		10.60%	0.00%
Requirements: The 20% requirements is a combination of 10% LBE and 10% SLBE participation. An SLBE firm can be counted 100% towards achieving 20% requirements.				LBE 10%	SLBE 10%	TRUCKING 20%		Ethnicity AA = African American A = Asian C = Caucasian H = Hispanic NA = Native American O = Other NL = Not Listed		
Legend				LBE = Local Business Enterprise			UB = Uncertified Business			
				SLBE = Small Local Business Enterprise			CB = Certified Business			
				Total LBE/SLBE = All Certified Local and Small Local Businesses			MBE = Minority Business Enterprise			
				NPLBE = NonProfit Local Business Enterprise			WBE = Women Business Enterprise			
				NPSLBE = NonProfit Small Local Business Enterprise						

**Schedule L-2
City of Oakland
Public Works Project
CONTRACTOR PERFORMANCE EVALUATION**

Project Number/Title: P344210/Clean Lake Contract

Work Order Number (if applicable): _____

Contractor: Lake Merritt Institute

Date of Notice to Proceed: July 1, 2007

Date of Notice of Completion: June 30, 2011

Date of Notice of Final Completion: June 30, 2011

Evaluation Period: July 1, 2007 – March 15, 2011

Contract Amount: \$640,000

Evaluator Name and Title: Mark Gomez, Environmental Protection & Compliance Supervisor

The City's Resident Engineer most familiar with the Contractor's performance must complete this evaluation and submit it to Manager, CEDA Project Delivery Division, within 30 calendar days of the issuance of the Final Payment.

Whenever the Resident Engineer finds the Contractor is performing below Satisfactory for any category of the Evaluation, the Resident Engineer shall discuss the perceived performance shortfall at the periodic site meetings with the Contractor. An Interim Evaluation will be performed if at any time the Resident Engineer finds that the overall performance of a Contractor is Marginal or Unsatisfactory. An Interim Evaluation is required prior to issuance of a Final Evaluation Rating of Unsatisfactory. The Final Evaluation upon Final Completion of the project will supersede interim ratings.

The following list provides a basic set of evaluation criteria that will be applicable to all construction projects awarded by the City of Oakland that are greater than \$50,000. Narrative responses are required to support any evaluation criteria that are rated as Marginal or Unsatisfactory, and must be attached to this evaluation. If a narrative response is required, indicate before each narrative the number of the question for which the response is being provided. Any available supporting documentation to justify any Marginal or Unsatisfactory ratings must also be attached.

If a criterion is rated Marginal or Unsatisfactory and the rating is caused by the performance of a subcontractor, the narrative will note this. The narrative will also note the General Contractor's effort to improve the subcontractor's performance.

ASSESSMENT GUIDELINES:

Outstanding (3 points)	Performance among the best level of achievement the City has experienced.
Satisfactory (2 points)	Performance met contractual requirements.
Marginal (1 point)	Performance barely met the lower range of the contractual requirements or performance only met contractual requirements after extensive corrective action was taken.
Unsatisfactory (0 points)	Performance did not meet contractual requirements. The contractual performance being assessed reflected serious problems for which corrective actions were ineffective.

Contractor: Lake Merritt Institute

Project No. P344210

WORK PERFORMANCE

		Unsatisfactory	Marginal	Satisfactory	Outstanding	Not Applicable
1	Did the Contractor perform all of the work with acceptable Quality and Workmanship?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1a	If problems arose, did the Contractor provide solutions/coordinate with the designers and work proactively with the City to minimize impacts? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Was the work performed by the Contractor accurate and complete? If "Marginal or Unsatisfactory", explain on the attachment and provide documentation. Complete (2a) and (2b) below.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2a	Were corrections requested? If "Yes", specify the date(s) and reason(s) for the correction(s). Provide documentation.			Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
2b	If corrections were requested, did the Contractor make the corrections requested? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the Contractor responsive to City staff's comments and concerns regarding the work performed or the work product delivered? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Were there other significant issues related to "Work Performance"? if Yes, explain on the attachment. Provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5	Did the Contractor cooperate with on-site or adjacent tenants, business owners and residents and work in such a manner as to minimize disruptions to the public. If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Did the personnel assigned by the Contractor have the expertise and skills required to satisfactorily perform under the contract? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Overall, how did the Contractor rate on work performance? The score for this category must be consistent with the responses to the questions given above regarding work performance and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

TIMELINESS

		Unsatisfactory	Marginal	Satisfactory	Outstanding	Not Applicable
8	Did the Contractor complete the work within the time required by the contract (including time extensions or amendments)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	If "Marginal or Unsatisfactory", explain on the attachment why the work was not completed according to schedule. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	Was the Contractor required to provide a service in accordance with an established schedule (such as for security, maintenance, custodial, etc.)? If "No", or "N/A", go to Question #8. If "Yes", complete (9a) below.			Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
9a	Were the services provided within the days and times scheduled? If "Marginal or Unsatisfactory", explain on the attachment and specify the dates the Contractor failed to comply with this requirement (such as tardiness, failure to report, etc.). Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Did the Contractor provide timely baseline schedules and revisions to its construction schedule when changes occurred? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Did the Contractor furnish submittals in a timely manner to allow review by the City so as to not delay the work? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Were there other significant issues related to timeliness? If yes, explain on the attachment. Provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
13	Overall, how did the Contractor rate on timeliness? The score for this category must be consistent with the responses to the questions given above regarding timeliness and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

Unsatisfactory
 Marginal
 Satisfactory
 Outstanding
 Not Applicable

FINANCIAL

14	Were the Contractor's billings accurate and reflective of the contract payment terms? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation of occurrences and amounts (such as corrected invoices).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Were there any claims to increase the contract amount? If "Yes", list the claim amount. Were the Contractor's claims resolved in a manner reasonable to the City? Number of Claims: _____ Claim amounts: \$ _____ Settlement amount \$ _____				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
16	Were the Contractor's price quotes for changed or additional work reasonable? If "Marginal or Unsatisfactory", explain on the attachment. Provide documentation of occurrences and amounts (such as corrected price quotes).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17	Were there any other significant issues related to financial issues? If Yes, explain on the attachment and provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
18	Overall, how did the Contractor rate on financial issues? The score for this category must be consistent with the responses to the questions given above regarding financial issues and the assessment guidelines. Check 0, 1, 2; or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

COMMUNICATION

		Unsatisfactory	Marginal	Satisfactory	Outstanding	Not Applicable
19	Was the Contractor responsive to the City's questions, requests for proposal, etc.? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20	Did the Contractor communicate with City staff clearly and in a timely manner regarding:					
20a	Notification of any significant issues that arose? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20b	Staffing issues (changes, replacements, additions, etc.)? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20c	Periodic progress reports as required by the contract (both verbal and written)? If "Marginal or Unsatisfactory", explain on the attachment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20d	Were there any billing disputes? If "Yes", explain on the attachment.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
21	Were there any other significant issues related to communication issues? Explain on the attachment. Provide documentation.				Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
22	Overall, how did the Contractor rate on communication issues? The score for this category must be consistent with the responses to the questions given above regarding communication issues and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	

SAFETY

Unsatisfactory
Marginal
Satisfactory
Outstanding
Not Applicable

23	Did the Contractor's staff consistently wear personal protective equipment as appropriate? If "No", explain on the attachment				Yes X	No <input type="checkbox"/>
24	Did the Contractor follow City and OSHA safety standards? If "Marginal or Unsatisfactory", explain on the attachment	<input type="checkbox"/>	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
25	Was the Contractor warned or cited by OSHA for violations? If Yes, explain on the attachment				Yes <input type="checkbox"/>	No X
26	26. Was there an inordinate number or severity of injuries? Explain on the attachment If Yes, explain on the attachment				Yes <input type="checkbox"/>	No X
27	Was the Contractor officially warned or cited for breach of U.S. Transportation Security Administration's standards or regulations? If "Yes", explain on the attachment.				Yes <input type="checkbox"/>	No X
28	Overall, how did the Contractor rate on safety issues? The score for this category must be consistent with the responses to the questions given above regarding safety issues and the assessment guidelines. Check 0, 1, 2, or 3.	0 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 X	

OVERALL RATING

Based on the weighting factors below, calculate the Contractor's overall score using the scores from the four categories above.

1. Enter Overall score from Question 7	<u>2</u>	X 0.25 =	<u>.5</u>
2. Enter Overall score from Question 13	<u>2</u>	X 0.25 =	<u>.5</u>
3. Enter Overall score from Question 18	<u>2</u>	X 0.20 =	<u>.4</u>
4. Enter Overall score from Question 22	<u>2</u>	X 0.15 =	<u>.3</u>
5. Enter Overall score from Question 28	<u>3</u>	X 0.15 =	<u>.3</u>

TOTAL SCORE (Sum of 1 through 5): 1.1

OVERALL RATING: 2.0

Outstanding:	Greater than 2.5
Satisfactory	Greater than 1.5 & less than or equal to 2.5
Marginal:	Between 1.0 & 1.5
Unsatisfactory:	Less than 1.0

PROCEDURE:

The Resident Engineer will prepare the Contractor Performance Evaluation and submit it to the Supervising Civil Engineer. The Supervising Civil Engineer will review the Contractor Performance Evaluation to ensure adequate documentation is included, the Resident Engineer has followed the process correctly, the Contractor Performance Evaluation has been prepared in a fair and unbiased manner, and the ratings assigned by the Resident Engineer are consistent with all other Resident Engineers using consistent performance expectations and similar rating scales.

The Resident Engineer will transmit a copy of the Contractor Performance Evaluation to the Contractor. Overall Ratings of Outstanding or Satisfactory are final and cannot be protested or appealed. If the Overall Rating is Marginal or Unsatisfactory, the Contractor will have 10 calendar days in which they may file a protest of the rating. The Public Works Agency Assistant Director, Design & Construction Services Department, will consider a Contractor's protest and render his/her determination of the validity of the Contractor's protest. If the Overall Rating is Marginal, the Assistant Director's determination will be final and not subject to further appeal. If the Overall Rating is Unsatisfactory and the protest is denied (in whole or in part) by the Assistant Director, the Contractor may appeal the Evaluation to the City Administrator, or his/her designee. The appeal must be filed within 14 calendar days of the Assistant Director's ruling on the protest. The City Administrator, or his/her designee, will hold a hearing with the Contractor within 21 calendar days of the filing of the appeal. The decision of the City Administrator regarding the appeal will be final.

Contractors who receive an Unsatisfactory Overall Rating (i.e., Total Score less than 1.0) will be allowed the option of voluntarily refraining from bidding on any City of Oakland projects within one year from the date of the Unsatisfactory Overall Rating, or of being categorized as non-responsible for any projects the Contractor bids on for a period of one year from the date of the Unsatisfactory Overall Rating. Two Unsatisfactory Overall Ratings within any five year period will result in the Contractor being categorized by the City Administrator as non-

responsible for any bids they submit for future City of Oakland projects within three years of the date of the last Unsatisfactory overall rating.

Any Contractor that receives an Unsatisfactory Overall Rating is required to attend a meeting with the City Administrator, or his/her designee, prior to returning to bidding on City projects. The Contractor is required to demonstrate improvements made in areas deemed Unsatisfactory in prior City of Oakland contracts.

The Public Works Agency Contract Administration Section will retain the final evaluation and any response from the Contractor for a period of five years. The City shall treat the evaluation as confidential, to the extent permitted by law.

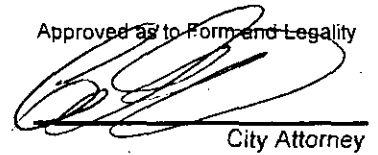
COMMUNICATING THE EVALUATION: The Contractor's Performance Evaluation has been communicated to the Contractor. Signature does not signify consent or agreement

Blair L. Bailey - LMI
Contractor / Date 3/17/11

Mark Stone
Resident Engineer / Date
Supervisor, Environmental Protection + Compliance

Suzanne Ketchum
Supervising Civil Engineer / Date
Environmental Services Manager

OAKLAND CITY COUNCIL



City Attorney

2011 APR 13 PM 6:16

RESOLUTION NO. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TWO YEAR AGREEMENT FROM JULY 1, 2011, TO JUNE 30, 2013, WITH THE LAKE MERRITT INSTITUTE FOR PROFESSIONAL SERVICES TO PROVIDE CLEANUP, MAINTENANCE, MONITORING, VOLUNTEER COORDINATION, TECHNICAL ASSISTANCE AND PUBLIC OUTREACH RELATED TO LAKE MERRITT IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000), AND TO EXTEND THE INITIAL CONTRACT PERIOD AN ADDITIONAL TWO YEARS THROUGH JUNE 30, 2015, IF THE TASKS IN THE SCOPE OF WORK ARE COMPLETED SATISFACTORILY.

WHEREAS, the City Council finds that this contract will further efforts to de-list Lake Merritt from the State of California 303d list of "Impaired Water Bodies" for high levels of trash and low levels of dissolved oxygen, to fulfill the State of California Regional Water Quality Control Board requirements of the City of Oakland, and to avoid federal and State Clean Water Act violations and penalties; and

WHEREAS, the City Council finds that this contract is for services of a professional, scientific, and technical nature that promote the delivery of comprehensive services related to Lake Merritt; and

WHEREAS, the City Council finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore be it

RESOLVED: That the City Administrator is hereby authorized to enter into a contract agreement with the Lake Merritt Institute from July 1, 2011, to June 30, 2013, for an amount not to exceed three hundred twenty thousand dollars (\$320,000) for professional services for cleanup, maintenance, monitoring, volunteer coordination, technical assistance and public outreach related to Lake Merritt; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to approve, contingent on available funding, a two-year contract extension from July 1, 2013, to June 30, 2015, and any other amendments, provided that such extension or amendments shall be filed with the City Clerk's Office; and be it

FURTHER RESOLVED: That a copy of said Agreement will be on file in the Office of the City Clerk, in the City of Oakland, and will be approved by the Office of the City Attorney.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California