



AGENDA REPORT

TO: JOHN A. FLORES
INTERIM CITY ADMINISTRATOR

FROM: Brooke A. Levin

SUBJECT: Clean Lake Contract

DATE: April 8, 2015

City Administrator

Date

Approval

4/27/15

COUNCIL DISTRICTS: 2, 3

RECOMMENDATION

Staff recommends that the City Council:

Adopt A Resolution Authorizing The City Administrator To Enter Into A Two-Year Agreement, From July 1, 2015 To June 30, 2017, 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 Fifty Thousand Dollars (\$350,000), With An Option To Extend The Initial Period An Additional Two Years Through June 30, 2019 In An Amount Not To Exceed Three Hundred Fifty Thousand Dollars (\$350,000), If The Tasks In The Scope Of Work Are Completed Satisfactorily.

OUTCOME

Adoption of the resolution will allow the City to continue to fulfill state and federal requirements for addressing water quality impairments in Lake Merritt, increase volunteerism at the lake, improve the condition of wildlife habitat, and enhance the lake's aesthetic value.

BACKGROUND/LEGISLATIVE HISTORY

Since 1999, Lake Merritt has been listed on the 303d list of Impaired Water Bodies by the Environmental Protection Agency of the State of California for trash and low dissolved oxygen (which affects the survival of aquatic animals in the lake). Because Lake Merritt is listed as an Impaired Water Body, the City is required to reduce litter in and around the lake, and increase dissolved oxygen. The scope of work included in this agreement allows the City to comply with state and federal regulations, and thereby avoid fines and penalties. In addition, the work under this contract will further the City's efforts to increase volunteers, improve the condition of wildlife habitat, and enhance the Lake Merritt's aesthetic value.

Item: _____
Public Works Committee
May 12, 2015

ANALYSIS

The current Clean Lake contract will expire on June 30, 2015 and a new contract is needed to continue services for Lake Merritt. To address this need, on February 28, 2015, Oakland Public Works (OPW) staff issued a Request for Proposal (RFP) to provide “Clean Lake” services (cleanup, maintenance, monitoring, volunteer coordination, technical assistance and public outreach services related to Lake Merritt). Only one proposal, submitted by the Lake Merritt Institute (LMI), was received by the March 12, 2015 RFP deadline.

Staff evaluated the LMI proposal and rated it as satisfactory in all areas. LMI has demonstrated that it possesses the necessary experience and skills to provide “Clean Lake” services. LMI is the current contractor providing the City “Clean Lake” services and has met all obligations during previous contracts with the City as well as all obligations to date under its current contract.

The City Administrator’s Office, Contracts and Compliance Division, reviewed LMI’s proposal, and verified that LMI has met the 50% Oakland Local and Small Local Business Enterprise (L/SLBE) participation requirement and the firm is also Equal Benefits Ordinance (EBO) compliant. LMI is also a certified Small Local Non-profit /Not for Profit Corporation. The Contracts and Compliance verification of the L/SLBE participation is shown in *Attachment A*.

PUBLIC OUTREACH/INTEREST

Announcements regarding this contracting opportunity were posted on the City website and published in the Oakland Tribune on February 28, 2015. An RFP was issued through the City’s iSupplier and CIP.com websites on February 28, 2015, and a pre-proposal meeting was conducted on March 5, 2015.

COORDINATION

OPW Environmental Services Division coordinated with the City Administrator’s office Contracts and Compliance Division, and OPW Contract Services in preparation of this report. In addition, the Office of City Attorney and the Controller’s Bureau have reviewed this report and resolution.

COST SUMMARY/IMPLICATIONS

1. AMOUNT OF RECOMMENDATION/COST OF PROJECT:	
Project Delivery – not to exceed	\$350,000
Construction (if applicable)	n/a
Contingency (if applicable)	n/a
Total Project Cost	\$350,000

Item: _____
Public Works Committee
May 12, 2015

2. **COST ELEMENTS OF AGREEMENT/CONTRACT**
Invoices will be paid on a time and materials basis.
3. **SOURCE OF FUNDING:**
Funds for this professional services agreement are budgeted in the FY 2015-17 proposed budget in the Sewer Service Fund (3100); Environmental Services: Environmental Remediation Organization (30683); Services: Miscellaneous Contract (54919); Project Clean Lake Contract (P344220); and Sustainable Oakland Program (SC26).
4. **FISCAL IMPACT:**
Approval of the proposed resolution will authorize a total expenditure for the Clean Lake Contract in an amount not to exceed \$350,000 for the period of July 1, 2015 to June 30, 2017. If the contract is extended an additional two years, the additional expenditures in Fiscal Cycle 2017-19 will be in an amount not-to-exceed \$350,000.

PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

The contractor's past performance was considered in evaluating the RFP response and over the last contract period (July 1, 2011 to June 30, 2015), LMI has received an overall "satisfactory" evaluation as contractor for the Clean Lake Contract during previous contracts and has met all required obligations under the current contract to date.

Required contractor tasks delineated in the February 28, 2015 RFP are:

1. **Litter Collection:**
 - a. *Location and Frequency.* Contractor shall perform and coordinate trash removal from the surface of Lake Merritt and its immediate surroundings on an as-needed basis, but no less frequently than four days per week.
 - b. *Volunteer Support.* Contractor shall maximize the use of volunteers to assist with trash removal from the Lake, as described above, and shall, to the fullest extent practicable, support independent cleanups by individual volunteers.
 - c. *U-Clean-It Stations.* Contractor shall provide four U-Clean-It stations located around Lake Merritt to allow for the efficient collection of litter by volunteers. Contractor shall adequately stock and maintain the supplies and equipment in the four U-Clean-It stations.
2. **Litter/Petroleum Booms: Inspection, Operation, Maintenance and Repair**
 - a. *Inspections.* Contractor shall inspect each boom located in Lake Merritt at least twice per month and always after a storm event.
 - b. *Operation and Maintenance.* Contractor shall perform operational and routine maintenance activities necessary to keep the booms functional.
3. **Aeration Fountains: Inspection, Operation, Maintenance and Repair**
 - a. *Inspections.* Contractor shall inspect, on an as-needed basis, the three aeration fountains

Item: _____
Public Works Committee
May 12, 2015

located in Lake Merritt.

- b. *Operation and Maintenance.* Contractor shall perform operational and routine maintenance activities necessary to keep the aeration fountains functional.

4. Education and Outreach

- a. *Annual City-sponsored Volunteer Events.* Contractor shall act as the lead coordinator at Lake Merritt for Earth Day, held annually in April, and Creek to Bay Day, held annually in September.
- b. *Storm Water Runoff Education.* Contractor shall perform annually a minimum of twelve Storm Water Runoff Education presentations to volunteers, schools, civic groups, neighborhood associations and/or the general public to promote reduction of storm water pollution and to grow volunteerism.
- c. *Website Postings.* Contractor shall, upon request from the Project Manager or designee, post education and outreach material on Contractor's website.
- d. *Bulletin Board Maintenance.* Contractor shall maintain, at a minimum, four bulletin boards around the Lake Merritt shoreline and channel. Contractor shall post new messages at least once per month.
- e. *Lake Merritt Water Quality Technical Committee.* Contractor shall actively participate in the City's Lake Merritt Water Quality Technical Committee meetings, including providing brief oral reports on information that is pertinent to the City's overall maintenance of Lake Merritt and the adjacent open and recreational spaces.

5. Illicit Discharge and Dumping: Enforcement Assistance

- a. *Dissemination of Educational Materials.* Contractor shall assist with enforcement related to illicit discharges and illegal dumping in Lake Merritt and the watersheds that directly feed into Lake Merritt by communicating City-approved Best Management Practices (BMPs), and providing educational materials to businesses or persons observed engaging in such violations.
- b. *Documentation.* Contractor shall document, in writing and with photographs, observed illicit discharges and illegal dumping in Lake Merritt and the adjacent open and recreational spaces.

SUSTAINABLE OPPORTUNITIES

Economic: Cleaner commercial districts are more likely to attract and retain businesses, thereby increasing sales tax revenue.

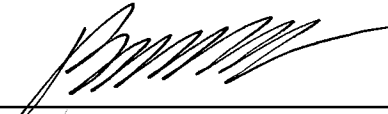
Environmental: This Agreement will provide for litter removal, beautification, volunteer coordination and outreach efforts to reduce pollution and waste. Water quality will be improved and wildlife habitat will be enhanced.

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

Item: _____
Public Works Committee
May 12, 2015

For questions regarding this report, please contact Becky Dowdakin, Environmental Services Manager, at 238-6981.

Respectfully submitted,



BROOKE A. LEVIN
Director, Oakland Public Works

Reviewed by:
Susan Kattchee, Assistant Director
Oakland Public Works

Reviewed by:
Becky Dowdakin, Manager
Environmental Services Division

Prepared by:
Mark Arniola, Environmental Program Supervisor
Environmental Services Division

Attachment A: Project Compliance Evaluation

Item: _____
Public Works Committee
May 12, 2015



INTER OFFICE MEMORANDUM

TO: Mike Perlmutter

FROM: Deborah Barnes, Director
Contracts and Compliance *Deborah Barnes*

SUBJECT: Compliance Analysis
RFP for Clean Lake Services

DATE: March 18, 2015

City Administrator's Office, Contracts and Compliance Unit conducted compliance review for one (1) proposal 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. In addition, firms are reviewed for compliance with the Equal Benefits Ordinance (EBO).

Compliant to L/SLBE EBO Policies		Proposed Participation					Earned Credits and Discounts			Oakland Workforce Preference Points	EBO Compliant? Y/N
Company Name Certified Firms	Original Bid Amount	Total LBE/SLBE	LBE	SLBE	*VSLBE	Total Credited participation	L/SLBE Participation Preference Points	Years in Oakland Preference Points			
The Lake Merritt Institute	NA	100%	0%	100%	0%	70%	0 points	NA	NA	Y	

Comments: As noted above, the Lake Merritt Institute, met the minimum 50% L/SLBE program requirement. The firm is EBO compliant.

Should you have questions or need additional information, please contact Vivian Inman, Contract Compliance Officer at ext. 6261.



Contracts and Compliance Project Evaluation Report

Project No:

Project Name: Clean Lake Services

Contractor: The Lake Merritt Institute

1. Did the 50% Local/Small Local requirement apply? Yes

2. Did the contractor meet the 50% requirement? Yes

a) % of LBE participation 0.00%

b) % of SLBE participation 100.00%

c) % of VSLBE/LPG participation 0.00% 0.00% (double counted value)

3. Did the Contractor receive any preference points? No

(if yes, list the points received)

4. Additional Comments

5. Date evaluation completed and returned to initiating department. 3/18/2015

Reviewing Officer: Vivian Inman

Reviewing Officer Date: 3/18/2015

Approved By: Shelley Oarensburg

Approved By Date: 3/19/15

Wednesday, March 18, 2015

The Lake Merritt Institute

LBE/SLBE/VSLBE/LPG PARTICIPATION

Project Name: Clean Lake Services

Project No:

Engineers Estimate:

Under/Over Engineers Estimate:

No.	Discipline	Contractor	Location	Cert. Status	LBE	SLBE	*VSLBE/LPG (2x value)	UB %	For Tracking Only		
									Ethn	MBE	WBE
1	Prime Consultant	The Lake Merritt Institute	Oakland	CB	0.00%	100.00%	0.00%	0.00%	C		

Project Totals:

0.00% 100.00% 0.00% 0.00%

REQUIREMENTS: The 50% Requirements, is a combination of 25% LBE and 25% SLBE participation. An SLBE firm can be counted 100% towards achieving the 50% requirements and a VSLBE/LPG firm can be counted double towards achieving the 50% requirements.

Total LBE \ SLBE Dollars and Percents: **100.00%**

100.00%

Total Percentages: **100.00%**

Total VSLBE \ LPG Dollars and Percents: **0.00%**
(This value is counted double)

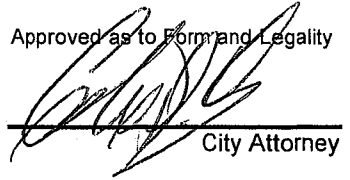
0.00%

Total Participation of VSLBE / SLBE / LBE / LPG: **100.00%**

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
NPSLBE = NonProfit Small Local Business Enterprise	
NPLBE = NonProfit Local Business Enterprise	

ETHNICITY:
 AA = African American NA = Native American
 AI = Asian Indian O = Other
 AP = Asian Pacific NL = Not Listed
 C = Caucasian MO = Multiple Ownership
 H = Hispanic

* Notes:



City Attorney

 FILED
 OFFICE OF THE CITY CLERK
 OAKLAND

OAKLAND CITY COUNCIL

2015 APR 29 PM 12:59

RESOLUTION NO. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TWO-YEAR AGREEMENT, FROM JULY 1, 2015 TO JUNE 30, 2017, 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 FIFTY THOUSAND DOLLARS (\$350,000), WITH AN OPTION TO EXTEND THE INITIAL CONTRACT PERIOD AN ADDITIONAL TWO YEARS THROUGH JUNE 30, 2019, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000), IF THE TASKS IN THE SCOPE OF WORK ARE COMPLETED SATISFACTORILY.

WHEREAS, Lake Merritt has been listed by the Environmental Protection Agency of the State of California on its 303d list of "Impaired Water Bodies" for high levels of trash and low dissolved oxygen. The City is required to reduce litter in and around the lake and increase dissolved oxygen. City Council finds that this contract will further efforts to de-list Lake Merritt from the State of California 303d list and , fulfill the State of California Regional Water Quality Control Board requirements for the City of Oakland, and 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, proposals to implement the program were solicited through a request for proposals (RFP) process and the nonprofit organization, Lake Merritt Institute ("LMI"), submitted the only response; and

WHEREAS, LMI's submittal was evaluated and LMI's prior experience including previous experience managing the Clean Lake Contract was found satisfactory; and

WHEREAS, LMI meets the City's Local and Small Local Business Enterprise (L/SLBE) requirements and complies with the Equal Benefits Ordinance (EBO); 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, subject to the review and approval of the City Attorney, with the Lake Merritt Institute, to provide professional services for cleanup, maintenance, monitoring, volunteer coordination, technical assistance and public outreach related to Lake Merritt for a two-year contract with an option to extend for two additional years for an amount not to exceed three hundred and fifty thousand dollars (\$350,000); and be it

FURTHER RESOLVED, That the City Administrator is authorized to exercise the option to renew the agreement for two additional years without return to Council, provided that such option shall be subject to a signed contract amendment, review and approval of the City Attorney and filed with the City Clerk's Office.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

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