

**PROCUREMENT SUMMARY
WESTSIDE PURPLE LINE EXTENSION PROJECT
MAINTENANCE OF WAY / NON REVENUE VEHICLE BUILDING
/CONTRACT NO. C1078**

1.	Contract Number: C1078	
2.	Recommended Vendor: Clark Construction Group	
3.	Type of Procurement (check one): <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued: 9/19/14	
	B. Advertised/Publicized: 9/20/14	
	C. Pre-proposal/Pre-Bid Conference: 10/15/14	
	D. Proposals/Bids Due: 2/6/15	
	E. Pre-Qualification Completed: 3/18/15	
	F. Conflict of Interest Form Submitted to Ethics: 3/12/15	
	G. Protest Period End Date: June 23, 2015	
5.	Solicitations Picked up/Downloaded: 61	Bids/Proposals Received: 2
6.	Contract Administrator: Zachary Munoz	Telephone Number: (213)922-7301
7.	Project Manager: Dennis Mori	Telephone Number: (213)922-7238

A. Procurement Background

This Board Action is to approve Contract no. C1078 issued in support of Westside Purple Line Extension Project.

IFB No. C1078 was issued in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price.

Invitation for Bid (IFB) No. C1078 was issued on September 19, 2014. The Notice requesting bids was published in several newspapers of general circulation on September 20, 2014. The IFB was also posted on Metro's website and notice of availability postcards were mailed to potential bidders. A Pre-Bid conference was held on October 15, 2014, with 48 firms in attendance. A total of 3 Amendments were issued.

- Amendment No. 1 issued on October 31, 2014, revised various Project Definition Documents and revised the bid due date;
- Amendment No. 2 issued on December 12, 2014, revised various Project Definition Documents, added various Reference Documents, and revised the bid due date;

- Amendment No. 3 issued on January 16, 2015, revised various Volume I Documents and Project Definition Documents.

Sixty-one firms purchased the IFB package. Metro responded to one hundred and two clarification inquiries from the plan holders. Metro received two bids at a public bid opening, held on February 6, 2015.

B. Evaluation of Bids

The firm recommended for award, Clark Construction Group, was found to be in full compliance with the bid requirements.

No.	Bidder Name	Bid Amount
1.	Clark Construction Group	\$52,923,000
2.	S.J. Amoroso Construction	\$57,277,000

C. Price Analysis

The recommended bid price has been determined to be fair and reasonable based upon adequate price competition and selection of the lowest responsive and responsible bidder.

Bidder Name	Bid Amount	Metro ICE	Negotiated or NTE amount
Clark Construction Group	\$52,923,000	\$61,119,226	N/A

As part of the IFB, Metro requested that bidders provide separate price schedules for unit prices for potential contract changes and delay compensation. These pricing schedules are not part of the base contract award, but are available to Metro to expedite negotiation of contract changes and compensable delay claims. Clark Construction Group’s Total Bid Price of \$52,923,000 included \$62,690 for unit price work for potential contract changes and \$30,000 for compensable delay compensation. These line items were included for evaluation purposes only, and are not included in the Total Contract Award amount of \$52,830,310.

D. Background on Recommended Contractor

Clark Construction Group (Clark) has been in operation since 1906. Clark has 4,200 employees spread across offices and jobsites throughout the United States. They have completed projects of all sizes and levels of complexity. Some of Clark’s past projects include, Washington Metropolitan Area Transit Authority Brentwood Shop Extension in Washington D.C., Anaheim Regional Transportation Intermodal Center (ARTIC) in Anaheim CA, and LAX Tom Bradley International Terminal in Los Angeles CA).

E. (1) Small Business Participation - Design

The Diversity and Economic Opportunity Department (DEOD) established a 20% Disadvantaged Business Enterprise (DBE) goal for design. Clark Construction Group exceeded the goal and made a 24.07% DBE commitment.

DBE Goal	20%	DBE Commitment	24.07%
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	DBE	Ethnicity	% Committed
1.	Bobby Knox	African American	0.72%
2.	Innovative Engineering Group	Asian Pacific American	8.47%
3.	JCE Structural Engineering Group	Hispanic American	2.41%
4.	Sanchez/Kamps Associated Designs	Hispanic American	1.16%
5.	V&A	Hispanic American	11.13%
6.	AP Engineering & Testing, Inc.	Asian Pacific American	0.18%
Total Commitment			24.07%

E. (2) Small Business Participation - Construction

The Diversity and Economic Opportunity Department (DEOD) established a Race Conscious DBE goal of 16% for construction. To be responsive to DBE requirements, Clark Construction Group was required to identify all known DBE subcontractors at time of proposal. Clark Construction Group listed one DBE firm as noted below. In addition, Clark Construction Group was required to submit a DBE Contracting Plan identifying construction opportunities to meet its DBE commitment. Clark Construction Group must update its Contracting Plan monthly, as contract work is bid and awarded to DBE firms. DEOD reviewed and approved the Contracting Plan submitted by Clark Construction Group.

DBE Goal	16%	DBE Commitment	16%
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	DBE	Ethnicity	% Committed
1.	BBC Electric	African American	1.95%
2.	TBD	TBD	14.05%
Total Commitment			16.00%

F. All Subcontractors Included with Recommended Contractor’s Proposal

	Subcontractor	Services Provided
1.	Gruen & Associates	Urban Design
2.	Bobby Knox	Specifications
3.	Exponent	Life Safety
4.	Gannett Fleming	Structural Engineering
5.	Innovative Engineering Group	Mechanical Engineering
6.	JCE Structural Engineering Group, Inc.	Structural Engineering
7.	Menlo Scientific	AV/Acoustics
8.	Sanchez/Kams Associated Design	Environmental Graphics
9.	TK1SC	Low Voltage Engineering
10.	V&A	Civil Engineering
11.	Haley & Aldrich	Geotech
12.	AP Engineering & Testing, Inc.	Lab Testing
13.	McMurray Stern	High Density Storage
14.	Letner Roofing Company	Metal Panels
15.	Control Air Conditioning	HVAC & Plumbing
16.	Cosco	Fire Sprinklers
17.	Neal Electric	Electrical
18.	BBC Electric	Electrical Supplier

G. Living/Prevailing Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is applicable on Professional Service Contracts listed below that are \$25,000.00 or greater and have a contract term of three (3) months or more. The LW/SCWRP will apply to professional service contracts for Asphalt and Concrete Repair, Facility and Building Maintenance, Food Services, Janitorial and Custodial, Landscaping, Laundry Services, Moving Services, Office and Clerical (copier maintenance, facsimile maintenance, courier mailing, photographic, printing, collections), Parking Lot Management, Pest Control, Security, Street Sweeping, Towing, Trash Collection, Tree Trimming, Weed Abatement and Debris Removal; and any other Service or labor determined by Metro’s Board of Directors, Executive Management or DEOD, to meet the intent of the Policy.

H. Prevailing Wage Applicability

Prevailing wages are applicable on Public Works contracts that are funded by State/Local and/or Federal dollars. The California Labor Code requires the payment of prevailing wages on state and local contracts in excess of \$1,000; and in the case of federally assisted projects, Federal Labor Standards Provisions require the payment of prevailing wages for contract in excess of \$2,000.

In the event that this Contract is subject to the provisions of California law regarding Public Works, including, but not limited to California Labor Code Sections 227, 1021, and 1720 through and including 1861, together with all applicable regulations (e.g. Title 8 California Code of Regulations, Section 16001 et. seq.), prevailing wages will be applicable to the contract. In addition to the requirements for payment of prevailing wages set forth in the Labor Compliance Manual, this Contract, if federally funded, is also subject to payment of prevailing wages under federal law by the Davis Bacon Act, as determined by the US Department of Labor. All pertinent federal and state statutes and regulations, including but not limited to those referred to above will be incorporated by reference into the contract document.