Metro Gold Line Foothill Extension Construction Authority

REQUEST FOR PROPOSALS (RFP) C3005 POMONA TO MONTCLAIR DESIGN AND ENGINEERING SERVICES

RFP Issued June 26, 2025

QUESTIONS AND ANSWERS MATRIX #2

Questions Received After August 8 and Before September 5, 2025

The attached questions and answers matrix is provided in accordance with Section 1.3.2 of the Instructions to Proposers

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No.	Question	Answer
1.	Appendix 3 - Form of Contract. If possible, please provide the Excel/spreadsheet version of Exhibit E, Form 60.	Yes. To receive a copy, please contact mpurcell@foothillgoldline.org with the subject line "RFP C3005 – Form 60 Excel Version" along with the contact information for an individual within the requestor's organization to receive a copy.
2.	Section 2.1.3.3.(c) Approach for Completing Services. Can this section, which will likely include multiple pages of tables for listing Tasks/Subtasks, be omitted from the page count?	Yes
3.	Can fonts smaller than 11 point be used for tables, graphics, captions, callouts and other exhibits?	Yes
4.	Are electronic signatures acceptable for the proposal forms or are original wet signatures required?	Electronic signatures are fine.
5.	For the Key Personnel role of LRT Train Control Lead, can a larger number of years of experience in light rail train control systems, such as over 25, be the sole minimum requirement in lieu of a bachelor's degree?	Yes
6.	Is there an Independent Cost Estimate for the construction portion of the project that can be shared?	Yes. To receive a copy, please contact mpurcell@foothillgoldline.org with the subject line "RFP C3005 – Construction Independent Cost Estimate" along with the contact information for an individual within the requestor's organization to receive a copy.
7.	Appendix 2 Section 3.9.2 Bridges:Type Selection is required for all altered bridge structures and for bridge structures not covered in the ACE drawings Appendix 2 Section 3.9.3 Retaining Walls:Type Selection (30% design) is required for all non-standard retaining walls Appendix 2 IV Phases of the Services:develop required type selection reports a) Will it be required to include in the 30% design and reports	a) No, only the recommended structure type needs to be included. b) Consultant will not be responsible for developing cost estimates.
	the various structure types considered for each bridge and wall? b) Will it be required to include in the type selection reports cost estimates and cost comparisons?	
8.	Will the consultant be responsible for performing vibration studies to verify or revise the limits, materials, and thicknesses specified in Appendix 2 Section 3.6.5?	Consultant will not be responsible for vibration studies.

No.	Question	Answer
9.	Will the consultant be responsible for performing noise studies to verify or revise the limits, materials, and heights specified in Appendix 2 Section 3.9.4?	Consultant will not be responsible for noise studies.
10.	Where utility relocation is designed by the utility owner, are preliminary designs required as part of this design contract?	Consultant is required to work with utility owner to determine possible relocation windows/locations, and review utility owner's designs. Refer to section 3.3.2.
11.	Drainage lead, experience requires to be registered engineer in California. Would license from Washington state be acceptable, Washington is a leading state in stormwater quality programs.	Drainage plans and reports will have to be signed and stamped by a California registered engineer.
12.	Form of Contract, Section 3.d. If the Montclair Design Option is executed 90 days after NTP, will design schedule remain staggered by uniform 90 days?	The Montclair Option will be removed in a future addendum.
13.	Attachment E does not list any milestone payments during the 4-month CMAR Review period creating negative cash flow. Will the Authority allow an added lump sum CMAR Review cost item to Attachment E that will be invoiced evenly during the review period?	A lump sum CMAR review cost item will be added.
14.	Attachment E, Form of Contract 4.a.(1). Rather than the mobilization payment being fixed, will the Authority permit a 15% mobilization payment based on the final negotiated contract? The total mobilization payment of \$2.5M does not offset the design costs incurred between milestone submittals and could potentially require private financing during stretches of significant negative cash flow.	15% of the final negotiated final design total will used for the mobilization payment
15.	Will the Authority permit each of the 60%, 85%, and 100% milestone payments to be split into two equal payments during those respective design periods?	Each of the 60%, 85%, and 100% milestones will be split into submitted and approved in two equal payments.
16.	Appendix 2 - Scope of Services states that "at the end of the design development phase, it is expected that the design packaging and design milestones will be finalized" and a tentative schedule is also provided within that section. Is there any requirement or expectation that the Final Design Phase deliverables and packages (e.g. 60%, 85%, 100%, AFC) shall be provided on a project-wide basis concurrently? Will there be an opportunity to divide the project into segments, such as by city, with each segment having a separate deliverable date in the design schedule thereby staggering submittal packages in the schedule? If a segmented design packaging and schedule approach is acceptable, will those deliverables count as milestone payments per Appendix E Bid Item List, Note 2?	It is anticipated that the 60% submittal will be provided on a project-wide basis; however, the 85%, 100%, and AFC will be divided into segments with a separate deliverable date thereby staggering the submittal packages in the schedule. These segmented deliverables will count as milestone payments per Appendix E Bid Item List, Note 2.

No.	Question	Answer
17.	Section 1.2.3 Cost. "The payment schedule shall include a payment for mobilization, milestone payments for each design submittal at each percent complete (30% (when applicable), 60%, 85%, 100%, AFC), milestone payments for each programmatic plan submittal, and monthly overhead cost for the management of the project." Are the 'design submittal's to be understood as the project deliverables listed in Section 3.25, and thus each design submittal will have it's own Milestone Price on the Payment Schedule (Form of Contract, 4. Compensation, (a)(2))?	The design submittals are the final approved design packages and schedule as discussed in question 16 above.
18.	Form of Contract, Sections 11.b & e. This is a design only contract. Will the Authority consider lowering the commercial general liability insurance to \$10M and professional liability coverage to \$10M in order to eliminate additional insurance costs to the project? Recent quotes for project specific professional liability insurance of \$25M are in the range of \$3M to \$12M.	This is under review. Please see upcoming addendum for final resolution. In the meantime, we anticipate that the limits will remain unchanged for the Consultant although the flow down requirements to subcontractors will be reduced to "a commercially reasonable standard at the discretion of Consultant, but not less than \$1M or statutory limits for workers' compensation." The Professional Liability insurance for Consultant allows two separate alternatives, including the use of a practice policy of \$35M or the purchase of a project specific policy at Consultant's discretion of \$25M.
19.	Form of Contract, Section 11.e. For SBE firms would the Authority limit the professional liability to \$1M or \$2.5M as there may be cost savings?	Please see response to Question 18 above.
20.	Form of Contract, Section 11.c. Under Worker's Compensation and Employer's Liability Insurance, additional insured status is not available on these policies. Please delete the following sentence: "The Indemnified Parties shall be additional insureds on the employer's liability insurance policy."	The Authority plans to eliminate the additional insured requirement on the employer's liability insurance policy.
21.	Form of Contract, Section 11.c. Under Worker's Compensation and Employer's Liability Insurance, can the limits of Employer's Liability insurance be lowered to \$1M as there may be cost savings?	The Authority will change this requirement to \$1M.
22.	Form of Contract, Section 11.d. Under Automobile Liability Insurance the limits be reduced to \$1M for both the Consultant and subconsultants as there may be cost savings?	Please see response to Question 18 above.
23.	Is the Montclair Option still part of the project in light of the recent vote by SBCTA?	No, the Montclair Option will be removed in a future addendum.
24.	Attachment E. Please clarify what costs are to be included in Overhead.	These costs are limited to the project management team and other reasonable non-direct costs approved by the Authority.

No.	Question	Answer
25.	Form of Contract, Section 4.a.(2). Can submittal acceptance be the basis for payment on the payment schedule rather than approval of the submittal? For example, there is a 45-day review period for city reviews that would presumably need to be completed before a submittal is approved and an invoice is paid.	Will add milestone of submittal submission and submittal approval.
26.	Appendix 2, Section iv. Can an expectation of level-of-effort, or similar, be provided to describe the amount of work expected for the design team during the 4-month CMAR review and construction estimate update period?	time and provide project management staff and design leads for any