

**Metro Gold Line Foothill Extension Construction Authority**

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REQUEST FOR PROPOSALS (RFP) C3006  
POMONA TO CLAREMONT PROJECT

RFP Issued February 4, 2026

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**QUESTIONS AND ANSWERS MATRIX #1**

Questions Received on or Prior to March 11, 2026

The attached questions and answers matrix is provided in accordance with Section 2.2.3  
of the Instructions to Proposers

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No.	RFP Document No. & Volume No., if applicable	Section No.	Comment	Authority Response
1.	Appendix B - Technical Proposal Instructions, V3	B 4.0	Volume 3 has a 50-page limit. Please clarify whether the following count toward this limit: (a) Form F (Key Personnel) and Form G cover sheets, and (b) commitment letters for Key Personnel.	Form F (Key Personnel) and commitment letters for Key Personnel count toward the Volume 3 (Experience, Personnel and Performance History) page limit, but Form G (Owner References) will be excluded from the page limit and the page limit will be increased from 50 pages to 80 pages in a future Addendum.
2.	Instructions to Proposer	3.1	Proposer shall sign each copy of the Proposal submitted to Authority. Is this a cover page stamped with "Certified True Copy" oversigned by Proposer Rep? Is this required on flash drives?	As set forth in the ITP, the Proposer is required to sign (either electronically or manually and scanned) each copy of the Proposal submitted to the Authority. Where the ITP requires a certified copy (e.g., a power of attorney under ITP Appendix A, Section A 2.0), the certified copy is required to be stamped and oversigned (either electronically or manually and scanned). All Proposals are required to be submitted electronically on flash drives as set forth in the ITP.
3.	Instructions to Proposer	3.2, 3.3	Section 3.2 requires Proposals to be enclosed in "sealed containers" and delivered to Authority's address. Section 3.3 requires electronic copies on flash drives. Please clarify whether hard copy (printed) submissions are also required, or if flash drives are the sole submission medium.	Electronic copies of Proposals are required to be submitted on flash drives in sealed containers. Flash drives are the sole submission medium.
4.	Instructions to Proposer	3.3	Section 3.3 requires 4 flash drives with the Financial Proposal (with Price Proposal) and 15 flash drives with Administrative, Technical, and Financial Proposals (without Price Proposal). Please clarify whether each flash drive should contain all applicable volumes, or if volumes should be on separate flash drives.	Four flash drives, each containing the Financial Proposal (with the Price Proposal), are required. Fifteen flash drives, each containing the Administrative Proposal, Technical Proposal and Financial Proposal (without the Price Proposal), are required. This will be clarified in a future Addendum.
5.	Appendix D - Forms	Form H	Form H (Safety Questionnaire) lists "Project Principal/Project Executive" and "Construction Superintendent" positions, but these are not identified as Key Personnel in Form F or Section B 4.2. Please clarify whether these positions should be removed from Form H or if resumes/information for these positions are required.	This will be clarified in a future Addendum. Project Principal/Project Executive and Construction Superintendent will be removed from Form H (Safety Questionnaire). Freight/MetroLink Safety Manager and Construction Safety Manager will be added to Form H (Safety Questionnaire).
6.	Appendix A – Administrative Proposal	A5.0	The ITP requires "identified Subcontractors" to submit Forms B, J, K, L, and M, but does not define "identified Subcontractor." Section A 5.0 references "all Subcontractors for the Preconstruction Services and any identified Subcontractors for the Construction Work." Please clarify: (a) whether "identified Subcontractor" means any Subcontractor named in the Proposal, (b) whether a threshold (e.g., contract value or the ½ of 1% Work Package Price referenced in Section A 5.0(A)) triggers identification requirements, and (c) whether all Subcontractors on Form E are automatically considered "identified Subcontractors" subject to all compliance forms.	(a) The term "identified Subcontractor" means a Subcontractor identified in the Proposal, which includes all Subcontractors for the Preconstruction Services and any named Subcontractors for the Construction Work. (b) The identification requirement is not triggered by a threshold. (c) Form E (Identified Subcontractors) is required to list all identified Subcontractors.
7.	Appendix B - Technical Proposal Instructions, V3	B 1.0, B.4.2(K)	Section B 4.2(K) specifies that the insurance broker resume(s) shall not exceed one page. Section B 1.0 states that "the Summary Statements, SCRRA Corridor, Systems, Experience, Personnel and Performance History, Management Approach, and insurance broker resume(s) have required page limits assigned." Please clarify whether the insurance broker resume(s) count toward the 50-page limit for Volume 3 (Experience, Personnel and Performance History), or if the one-page limit is separate from the 50-page volume limit.	The insurance broker resume(s) count toward the Volume 3 (Experience, Personnel and Performance History) page limit, but the page limit will be increased from 50 pages to 80 pages in a future Addendum.
8.	Appendix B - Technical Proposal Instructions, V3	B 4.0, B 4.2	Volume 3 has a 50-page limit and requires resumes for multiple personnel categories (Key Personnel, Preconstruction Services personnel, lead construction management personnel, and lead personnel for Project Controls, Public Outreach, and train control per Sections B 4.2(E) through B 4.2(J)). Please clarify whether these resumes count toward the 50-page limit.	The resumes count toward the Volume 3 (Experience, Personnel and Performance History) page limit, but the page limit will be increased from 50 pages to 100 pages in a future Addendum.

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9.	Appendix B - Technical Proposal Instructions, V1	B 2.0	Volume 1 (SCRRA Corridor) has a 50-page limit and requires submission of Form H (Safety Questionnaire) completed by Proposer and each Major Participant (Section B 2.0). Please clarify whether Form H (Safety Questionnaire) counts toward the 50-page limit for Volume 1.	Form H (Safety Questionnaire) counts toward the Volume 1 (SCRRA Corridor) page limit, but the page limit will be increased from 50 pages to 80 pages in a future Addendum.
10.	Appendix B - Technical Proposal Instructions, V3	B 4.1	Section B 4.1 states "Proposer shall submit a detailed description of Proposer team's experience using the construction manager at risk, construction manager / general contractor, or progressive design-build delivery method..." Please clarify whether traditional Design-Build (DB) project experience, in addition to Progressive Design-Build, is acceptable to demonstrate relevant delivery method experience in Volume 3, Section 1.	See Comment 25.
11.	Appendix D - Forms	Form G	Form G (Owner References) instructs references to mail completed forms to the Authority's address at 406 E. Huntington Drive, Suite 202, Monrovia, CA 91016. Please clarify whether references may submit completed Form G via email (and if so, to what email address), or if physical mail is required.	Form G (Owner References) will be revised to allow completed forms to also be sent by email in a future Addendum.
12.	Volume 1 - CMAR Agreement	2.1.4.2	Section 2.1.4.2 requires Key Personnel to "devote 100% of their time to the performance of the Work." Please clarify whether this means: (a) physical on-site presence during all working hours, or (b) full professional dedication to the project while allowing reasonable corporate/administrative duties that do not interfere with project performance.	For purposes of Section 2.1.4.2 (Key Personnel Liquidated Damages), the requirement for Key Personnel to devote 100% of their time to the performance of the Work does not require physical on-site presence during all working hours.
13.	Volume 1 - CMAR Agreement and Appendix B - Technical Proposal Instructions	2.1.4.2(a), B 4.2(F)	Section 2.1.4.2(a) requires 100% time dedication from Key Personnel, but Section B 4.2(F) states certain roles are "not required full-time for Preconstruction Services." Please clarify whether: (a) the 100% requirement does not apply to these roles during Preconstruction Services, or (b) written agreement from Authority is required for less than 100% dedication during this phase	Section 2.1.4.2 (Key Personnel Liquidated Damages) of the Agreement will be clarified to include the same exclusions set forth in the ITP in a future Addendum.
14.	Volume 1 - CMAR Agreement	2.1.4.2(a)	Section 2.1.4.2(a) allows exceptions to 100% dedication "otherwise agreed to by Authority in writing." Please clarify: (a) when such approval should be requested (proposal stage, contract execution, or during performance), and (b) what documentation Authority expects to support such requests.	Such approval should be requested prior to devoting less time than required under the Agreement. The required documentation will be determined by the Authority upon any such request.
15.	Volume 1 - CMAR Agreement	2.1.4.2(a)	Section 2.1.4.2 requires Key Personnel to "devote 100% of their time to the performance of the Work." Please clarify whether this means: (a) physical on-site presence during all working hours, or (b) full professional dedication to the project while allowing reasonable corporate/administrative duties that do not interfere with project performance.	See Comment 12.
16.	Appendix B - Technical Proposal Instructions, V3	B 4.2	Section B 4.2 identifies specific personnel categories for which resumes shall be included in the Technical Proposal. Please clarify whether Proposers may include resumes for additional project personnel positions beyond those specifically identified in Section B 4.2.	Resumes for additional project personnel positions beyond those specifically identified in Section B 4.2 are not requested.
17.	Request for Proposals (RFP) C3006	3.2 & 3.3	Section 3.2 provides instruction indicating the requirement of a hard copy proposal, however section 3.3 only requests electronic copies. Please clarify.	See Comment 3.
18.	Request for Proposals (RFP) C3006	3.3.B	Please clarify if the proser is to provide 15 different flash drives for each proposal (for a total of 45 flash drives) or 15 total flash drives, each containing all three proposals.	See Comment 4.

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19.	APPENDIX A Administrative Proposal Instructions	A 2.0 & A 6.0	The numbering in A 6.0, Table A, Tab 1 does not match the numbering in A 2.0. Please clarify which numbering you request be utilized in the response.	The numbering in Table A will be updated in a future Addendum.
20.	APPENDIX A Administrative Proposal Instructions	A 5.0 & A 6.0	The numbering in A 6.0, Table A, Tab 4 does not match the numbering in A 5.0. Please clarify which numbering you request be utilized in the response.	The reference in Table A to A 5.0 for commitment letters will be revised to A 5.0(D) in a future Addendum.
21.	APPENDIX B Technical Proposal Instructions	B 4.2	Appendix B indicates that resumes of Key Personnel listed on Form F should be placed in the subsection B 4.2(D). However, it also indicates that resumes for certain Key Personnel should also be contained in subsection B 4.2(F). Do you wish for resumes to be duplicated in this subsection?	If the same resume is required in more than one section, the resume could be cross-referenced rather than duplicated.
22.	APPENDIX B Technical Proposal Instructions	B 4.2	Will personnel resumes count against the Volume 3 limit of 50 pages?	See Comment 8.
23.	APPENDIX B Technical Proposal Instructions	B 1.0	Will Forms F, G, and H count against their respective Volume's page counts?	See Comments 1 and 9.
24.	APPENDIX B Technical Proposal Instructions	B 4.2	Are there minimum experience requirements for the Key Personnel positions of Train Control Manager and Public Outreach and Communications Manager?	Minimum 10 years experience for both. Will add both positions to the list in B4.2F
25.	APPENDIX B Technical Proposal Instructions	B 4.1	Will the Authority consider accepting experience from projects delivered under traditional design-bid-build or design-build delivery methods to satisfy the experience requirements in Section B 4.1, particularly where the scope, complexity and technical requirement are comparable to this Project?	No change is contemplated. Only experience regarding the construction manager at risk, construction manager / general contractor, or progressive design-build delivery method is requested.
26.	Request for Proposals (RFP) C3006	4.1.2.4	The ITP requires the Proposer to submit a Preliminary Schedule. Is there a specific date within May of 2026 that the Proposer should use as the Award of Contract date? Is there a defined timeframe for Final Completion?	Board award is anticipated on May 27, 2026. See Comment 28.
27.	VOLUME 4 – Agreements; Document 2 MCA Between SCRRA and Authority	Exhibit C - Section 8	Are Xorail, Pacific Railway Enterprises and SYSTRA Consulting the only SCRRA qualified firms for signal design that the Contractor can engage with?	Yes. However, Pacific Railway Enterprises is under contract with the designer, Parsons, and will perform the necessary work on the project under the design contract.
28.	ITP	B 5.1(A)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a list of anticipated milestones.	A draft design schedule will be provided as a reference document that can be used for the preparation of the preliminary schedule. Include all activities necessary to complete the project, including all testing.
29.	ITP	B 5.1(A)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a list of right-of-way access dates.	Contractor to provide dates when ROW is required for construction.
30.	ITP	B 5.1(A)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a schedule for utility rearrangements that will be performed by third parties.	Contractor to identify dates when utility arrangements required by third parties are required.
31.	ITP	B 5.1(A)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a list of available yard and office space identified for use by the Contractor.	Responsibility of the Contractor.
32.	ITP	B 5.1(A)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a list of Maintenance of Traffic Lane Charts that have been accepted by the Cities for each of the roadways that intersect the SCRRA right-of-way on the Project.	MOT requirements will be dependent on work activity, locations, impact, hours of operation and may vary per crossing.

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33.	ITP	B 5.1(A)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a time frames that each of the roadways that intersect the SCRRA right-of-way on the Project can be full closed to roadway and pedestrian traffic.	Refer to Project Requirements Section 2.27.
34.	ITP	B 5.1(A) and (B)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a design unit plan or design work plan and design schedule for the Project.	A draft design schedule will be provided as a reference document that can be used for the preparation of the preliminary schedule.
35.	ITP	B 5.1(A) and (B)	The ITP requires the Proposer to submit a Preliminary Schedule. Please provide a list of environmental resource agency permits that are to be acquired for the project and anticipated issuance dates.	No 401, 404 or 408 required. 402 permit will be acquired prior to start of construction. Contractor to determine any others that are required.
36.	APPENDIX B Technical Proposal Instructions	B 1.0 & B 6.0	B 1.0 indicates that the Technical Proposal should be submitted in four separate volumes. It also indicates that pages should be numbered consecutively per volume. However, B 6.0 indicates that each "section" should have its own cover. Please clarify if you desire each volume to be in a single file/book (totaling 4) with different section dividers, or if you would like each section in a single file/book (totaling 11). If you desire a file/book per section, do you want the summary statements for volumes 1 and 2 to be in separate files (totaling 13) – and should the page numbering continue from file to file or add another number to the format to indicate section?	The Technical Proposal shall be one document, divided into four Volumes. As stated in B 6.0, each Volume, and each Section within a Volume, shall have a cover. As shown in B 6.0, Summary Statements are required at the beginning of Volumes 1 and 2. As stated in B 1.0, Proposer shall number each page in each Volume consecutively. Technical Proposals are required to be submitted on flash drives as described in ITP Section 3.3.
37.	ITP	3.2.E	Please clarify if we need to provide hard copies of the submittal or if 3.2.E should be removed.	Proposals are required to be submitted on flash drives as described in ITP 3.3, including any required certified copies per ITP 3.2(E). See Comment 2.
38.	Appendix B	B 4.2 (F) (G) (H) (I) (J) (K)	Please define what is required under "List" – is the Authority looking for a one-page summary that lists all positions and associated names for the F) Preconstruction Services Key Personnel, G) lead construction management personnel, H) lead personnel reporting to the Project Controls Manager, I) lead personnel reporting to the Public Outreach and Communications Manager, J) train control personnel, and K) insurance broker's lead representative(s)."	The Proposer is required to provide the requested information, including the personnel position and name. Section 4.2(K) also requires providing the company affiliation
39.	Appendix C	C 4.0 Table A	The table states that Form S is to be in the original Financial Proposal only; however, under ITP 3.3 the four electronic copies of the Financial Proposals state (with the Price Proposal). Please clarify, how many and where you would like Form S Price Proposal submitted.	Table A in Section C 4.0 will be clarified to refer to ITP Section 3.3. in a future Addendum.
40.	Appendix B	B 4.2 (C-K)	Due to the required number of resumes for Key Personnel and other lead personnel positions, please confirm that resumes, Form F and Letters of Commitment can be provided in an Appendix to Volume 3 and not counted against the Volume's 50-page limit. This would ensure the experience and performance history also requested in Volume 3 can be provided within the page limit.	See Comments 1 and 8.
41.	Appendix B	B 4.3	Please clarify if Proposer and all Major Participants are to provide both a summary of all five (5) Form G submitted projects as requested in item (4.3 A), along with reference contact information for cited projects (4.3 B), and the cover sheet of Form G that also includes the same information requested as part of 4.3 B. If so, can the Form G cover sheets be exempted from the Volume's 50-page limit. This would ensure the experience and performance history requested can be provided within the page limit.	Under B 4.3, the "Performance Information" section and "Owner Reference Forms" section are independent. Regarding the page limit generally, see Comment 1.

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42.	Instructions to Proposers	3.2	<p>RFC: Sections 3.2 and 3.3 seem in conflict, please confirm if the Authority wants a total of 49 flash drives:  15 USB flash drive/electronic copies of the Administrative Proposal,  15 USB flash drive/electronic copies of the Technical Proposal  15 USB flash drive/electronic copies of the Financial Proposal (without the Price Proposal);  4 USB flash drive/electronic copies of the Financial Proposal (with the Price Proposal)</p> <p>Or does the Authority want</p> <p>15 USB flash drive/electronic copies of the electronic copies of the Administrative Proposal, Technical Proposal and Financial Proposal (without the Price Proposal)  4 USB flash drive/electronic copies of the Financial Proposal (with the Price Proposal)</p> <p>If the latter, the Administrative Proposal, Technical Proposal and Financial Proposal (without the Price Proposal) sections cannot be provided in separate, individual sealed containers.</p>	See Comments 3 and 4.
43.	Instructions to Proposers	2.2.1 Receipt of the Request for Proposal Documents and Other Information	This section requires that any Proposer submitting a Proposal must first register with the Authority's Representative by submitting to the Authority's Representative via email the full legal name of the Proposer and the name and contact information, including email, of the single point of contact for Proposer during the procurement, who is authorized to bind Proposer (the "Proposer's Representative"). Is emailing mpurcell@foothillgoldline.org sufficient, or is there another way to "register" with the Authority?	Yes, Proposers must register by emailing the Authority's Representative, at <a href="mailto:MPurcell@foothillgoldline.org">MPurcell@foothillgoldline.org</a> , in accordance with ITP 2.2.1.
44.	Appendix B	B 2.0 SCRRA Corridor	Please confirm that Form H does not count toward the 50-page limit in Volume 1.	See Comment 9.
45.	Appendix B	B 1.1 Summary Statements	Please confirm that the 3-page technical summary does not count toward the 50-page limit in Volume 1.	The Volume 1 Summary Statement counts toward the Volume 1 page limit and the Volume 2 Summary Statement counts toward the Volume 2 page limit.
46.	Appendix B	B 4.3 Performance History of Primary Participants	Do Form G responses mailed from the Proposer's Client Reference need to be postmarked no later than April 15?	Mailed Form G responses must be postmarked no later than the Proposal Due Date. Also see Comment 11.
47.	General Question		Are Proposers allowed to meet with SCRRA personnel to discuss other upcoming projects in proximity to the Pomona to Claremont Project?	Proposers are allowed to meet with SCRRA personnel to discuss upcoming projects in proximity to the Pomona to Claremont Project as long as the Pomona to Claremont Project is not discussed. Otherwise Proposers must invite the Authority to such meetings in accordance with ITP 2.2.4(E).
48.	Instructions to Proposers	4.3 Interview	Can the Authority provide more information about its intended interview format, such as whether visual displays will be allowed, the duration, the location, which Key Personnel will be required to attend, which will be optional, and how the interview will be scored?	The Authority will provide additional details regarding the interviews prior to the interviews. The interview score is described in ITP 4.3.
49.	Agreement	p. 66, § 8.6.2	Delay and Disruption Damages – Would Owner consider striking the following language because it does not appear to be consistent with California Public Contract Code section 7102: "Delay and disruption damages are allowed only for Authority-Caused Delays or for any Change Orders issued by Authority as an alternative to allowing an extension of a	The Authority believes Section 8.6.2 is consistent with Public Contract Code section 7102. Note that similar language was in the Authority's prior construction contracts. No change is contemplated.

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			Completion Deadline as contemplated by Sections 12.2.1 and 12.5.3. Acceleration Costs shall be compensable hereunder only with respect to Change Orders issued by Authority as an alternative to allowing an extension of a Completion Deadline as contemplated by Sections 12.2.1 and 12.5.3. Eligible costs include costs of performance of additional Work required as a result of the delay determined in accordance with Section 12.8, disruption in CMAR Contractor's plan for performance of the Work directly attributable to the delay and overhead applied at a rate not to exceed \$50,000 per day (prorated, as applicable, for Preconstruction Services or Work Packages for less than the entire Project)."	
50.	Agreement		Financing Risks – What funds have been appropriated to cover the Project, and what funds (if any) will need to be appropriated in the future?	SB125 Funding
51.	Agreement	p. 84, § 11.1.1	Indemnification – As a general matter, Contractors are willing to take responsibility and indemnify Owners for third party damages incurred by Owners to the extent and in proportion to the degree of negligence or fault of the Contractor or parties for whom the Contractor is responsible (including Subcontractors, suppliers, etc.). However, Contractors are generally not willing to indemnify Owners for the negligence or fault of the Owners themselves, or for that of other third parties. Accordingly, please revise this section to (a) limit Contractor's indemnification obligations to the percentage that Contractor is negligent or at fault, and (b) clarify that Contractor will not be responsible for the portion of liability resulting from the negligence or fault of Owner (or any parties Owner is responsible for) or of any third parties.	See Sections 11.1.2.1 and 11.1.2.2 regarding limitations on the CMAR Contractor's indemnification obligations. Note that similar language was in the Authority's prior construction contracts. No change is contemplated.
52.	Agreement	p. 71, § 8.12	Mutual Waiver of Consequential Damages – There is a waiver of consequential damages, subject to exclusions which largely negate the impact of the waiver. Would Owner consider including liquidated damages, defective work, third-party claims, and insurance proceeds in the waiver?	The Authority believes the exclusions are appropriate. The liquidated damages amounts set forth in the Agreement should control and not be subject to challenge on the basis that they may include consequential damages. The CMAR Contractor's obligation to repair, correct, or replace Non-Conforming Work should similarly not be subject to challenge. The Authority believes the CMAR Contractor, not the Authority, is better able to control the risk of third-party claims with respect to the CMAR Contractor's Work and therefore should be responsible for such claims. The Authority believes it is appropriate to exclude liability to the extent it is covered by insurance. Note that similar language was in the Authority's prior construction contracts. No change is contemplated.
53.	Agreement	e.g., p. 93, § 12.5.1	Failure to Provide Timely Notice – There are several provisions in the Agreement where Contractor's failure to provide timely notice or failure to submit documentation within a specified period of time constitutes a waiver of Contractor's right to relief. Under these provisions, failure to provide notice or to submit documentation within the time required would result in unfair consequences to the Contractor. Although Contractor recognizes the importance of providing timely notice and submissions and will endeavor to do so, to have such a failure result in a waiver and release of Contractor's right to relief is too narrow. Rather, any harm, detriment, or prejudice to Owner resulting from the Contractor's failure to provide timely notice or submissions should be considered when appropriate relief is provided to the Contractor. Accordingly, Contractor respectfully requests that any such failure to provide timely notice or submission should not result in a waiver of Contractor's right to relief.	As stated in Section 12.5.5 of the Agreement, due to the limited availability of funds and timing constraints for the Project, timely notice of circumstances that can lead to change orders is of vital importance to the Authority. The Authority, however, plans to revise the notice provision in a future Addendum, in general, to initially require waiver of any right to seek additional costs or an extension of time, and to waive any relief after 60 days unless the CMAR Contractor can show that the Authority was not materially prejudiced by the lack of notice or the Authority Representative had actual knowledge.
54.	Appendix B	B 5.1 Preliminary Schedule	The RFP states, "Proposer shall submit a Preliminary Schedule (in Primavera P6 electronic format on flash drive) for the entire Project." Please confirm that an .XER file type is acceptable for the Primavera P6 electronic format.	Confirmed that .XER file type is acceptable

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55.	Appendix B	B 5.1 Preliminary Schedule	The RFP states, "Proposer shall submit a Preliminary Schedule (in Primavera P6 electronic format on flash drive) for the entire Project." Does the Authority wish for a version of the schedule to be included in Volume 4 of Technical Proposal.pdf? If so, please confirm that this copy will not be counted toward the Volume's overall page count.	Yes, a .PDF should be included as well and will NOT be counted toward the Volume's overall page count. Will revise to include a .PDF file
56.			Currently, the Authority only allows completed Form G to be sent via ground mail. Will the Authority permit our reference contacts to use an alternate option of emailing their completed Form Gs to Mitchell S. Purcell?	See Comment 11.
57.	Agreement	p. 22, § 6.1.3.2 and p. 60, § 8.10	<p>Section 6.1.3.2 (b) of the CMAR Agreement states: "CMAR Contractor shall review the Design Documents, attend such meetings as required by Authority and advise upon:... any Defects it discovers; and the sufficiency and completeness of the Final Design. "</p> <p>Please amend this language to read: "CMAR Contractor shall review the Design Documents, attend such meetings as required by Authority and advise upon:... any Defects it discovers; and the sufficiency and completeness of the Final Design in the capacity of a contractor and not a licensed designer."</p> <p>Similarly, Section 8.10 (a) of the CMAR Agreement states that CMAR Contractor is not eligible for Change Orders for "errors, omissions, inconsistencies or other defects in the Construction Documents (including errors, omissions, inconsistencies or defects traceable to errors, omissions, inconsistencies or defects in the Reference Documents", which places this responsibility on the Contractor.</p> <p>Would the Authority consider deleting 8.10 (a), since these responsibilities should belong to the Engineer of Record?</p>	<p>The Authority will revise Section 6.1.2.3.2(b) in a future Addendum.</p> <p>The Authority will not delete Section 8.10(a) since the CMAR Contractor is responsible for preparing the Construction Documents. Also, the Reference Documents are not part of the Contract.</p>
58.	Agreement	p. 102, § 14.1.1	<p>Section 14.1.1 of the CMAR Agreement states: "CMAR Contractor warrants that (a) each Work Package and the Project shall be free of defects in construction, materials and workmanship, (b) each Work Package and the Project shall be fit for use for the intended function, (c) materials and equipment furnished under the Contract, except for Authority-Furnished Materials, shall be of good quality and new and (d) the Work shall meet all of the requirements of, and perform as required by, the Contract."</p> <p>Please remove subsections 14.1.1 (b) and 14.1.1 (d). Contractor will provide an industry-standard warranty for defects in materials and workmanship. Performance-based warranties and "fitness for use" are not standard and are inappropriate for a CMAR delivery method.</p>	Section 14.1.1(b) will be deleted in a future Addendum. Section 14.1.1(d) will be revised in a future addendum to read: "the Work shall meet all of the requirements of the Contract."
59.	ITP Appendix C	p. 1, § 2.0	<p>Our Surety has identified concerns that the following language in Appendix C 2.0 conflicts with standard surety industry practices: "The commitment letter shall not include any conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award of the Contract to Proposer within the validity period for Proposals."</p> <p>Would the Authority please modify the language to allow sureties to include the following industry standard (or similar) language: "This commitment is subject to our standard underwriting at the time of the bond request, including a review of acceptable bond forms, contract financing and our standard underwriting considerations."</p>	<p>The Authority will revise Section C 2.0 in a future addendum.</p> <p>Note that ITP 3.5.4 (Proposal Validity Period) limits the proposal validity period to 90 days following the Proposal Date.</p>

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			Additionally, would the Authority please limit the commitment letter to a standard 90-day validity period?	
60.	Agreement	p. 57, § 14.1.1	Section 8.3.1 of the CMAR Agreement specifically excludes Utilities from the term "Differing Site Conditions", but identifies Main or Trunkline Utilities requiring Relocation that were not identified with reasonable accuracy in the Final Design as a Site Condition which must follow the procedures in Section 8.2. Please clarify whether underground Main or Trunkline Utilities requiring Relocation that were not identified with reasonable accuracy in the Final Design constitute a Differing Site Condition under Section 8.3.1.	Underground Main or Trunkline Utilities requiring Relocation that were not identified with reasonable accuracy in the Final Design are subject to the procedures set forth in Section 8.2, but do not constitute "Differing Site Conditions" under Section 8.3.1.
61.	Agreement	p. 64, § 10.1	Please strike the requirement that the insurance described in Section 10 be maintained through the CMAR Contractor's corporate and/or practice insurance policies. Project-specific insurance may be warranted due to the type of policy being required (such as Railroad Protective Liability and Builder's Risk), the unique risk profile of this work, or otherwise required in the contract (Article 10.1.4 and 10.1.8). Corporate/practice insurance policy coverage(s) and limits may vary from those being required here.	The language will be changed to reference either corporate and/or practice or project-specific insurance policies in a future Addendum.
62.	Agreement	p. 66, § 10.1.5	Please strike the requirement that the CMAR Contractor provide environmental impairment liability site coverage as this coverage is typically procured by the project Owner.	No change is contemplated.
63.	Agreement	p. 67, § 10.1.7	Please confirm it is the Owner who will purchase their own OPPI policy as opposed to the CMAR Contractor as is currently written in 10.1.7. The expectation that the CMAR Contractor will not be purchasing this type of insurance is echoed in Article 10.1	The CMAR Contractor is required to purchase the OPPI policy.
64.	Agreement	p. 68, § 10.1.8	Please strike the requirement that the CMAR Contractor-purchased Professional Liability policy be in the name of both the CMAR Contractor and other professional services subcontractors as coverage for professional services Subcontractors is addressed later in this paragraph and will be provided by separate policies.	The language will be revised in a future Addendum.
65.	Agreement	p. 64, § 10.1	Please confirm the Excess Liability limit set forth in Article 10.1.1 is applicable for the construction phase, and advise as to the Excess Liability limit (if any) for the preconstruction phase.	The Agreement will be revised in a future Addendum to require lower insurance limits for the Preconstruction Services.
66.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet S-13	Note #1 states "RAILROAD TRAFFIC ON FRT WILL PASS THROUGH CONSTRUCTION SITE. FALSEWORK OPENINGS ARE REQUIRED. MINIMUM 20'-0 CONSTRUCTION VERTICAL CLEARANCE IS REQUIRED." Please confirm the Authority has acquired BNSF's permission to reduce the Minimum Clearance Envelope from 21'-6" above top of rail as required in the BNSF Bridge Standards Temporary Clearance Envelope down to 20'-0".	Confirmed. BNSF/SCRRA and CPUC (Resolution SX-154) granted approval for the temporary minimum 20' vertical clearance.
67.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet S-13	Note #2 states "EXIST FRT SHALL BE RELOCATED AND RAILROAD TRAFFIC HAS BEEN SHIFTED PRIOR TO LRT STRUCTURE CONSTRUCTION." Please confirm the Authority has acquired BNSF's permission to reduce the Minimum Clearance Envelope from 15'-0" from the centerline of the track as required in the BNSF Bridge Standards Temporary Clearance Envelope to allow for drill rig and support crane setup, column guying and cap construction for the Towne Ave Bridge Bents.	CMAR will be responsible for obtaining approvals and permits for reducing the clearance envelope during construction from 15'-0" from the centerline of the track. Please note that per the Shared Use Agreement Amendment No. 1, the relocation of the freight tracks will be in accordance with SCRRA standards.
68.	Reference Documents RFP C3006- Reference Document 9- Advanced	Sheet S-13	Note #2 states "EXIST FRT SHALL BE RELOCATED AND RAILROAD TRAFFIC HAS BEEN SHIFTED PRIOR TO LRT STRUCTURE CONSTRUCTION." Please provide a Freight schedule which will	Will be addressed and coordinated with SCRRA during the pre-construction phase of the project. Will be based on contractor's work plan and limit of impacted areas.

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	Conceptual Engineering Drawings		define contractor's work windows to construct LRT foundations, columns and caps for Towne Ave LRT Bridge adjacent to the active Freight Rails.	
69.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet S-12, S-13 & S-14	Falsework Openings are defined on the Drawings. Please provide minimum lane widths required to be maintained for vehicles traveling on the roadway.	CMAR will be responsible for preparing the MOT plans during the preconstruction phase of the project.
70.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet S-13 & S-14	Falsework Opening horizontal dimensions are defined on the Drawings. Please provide location of bridge expansion joints so the falsework configurations can be coordinated with the bridge frames.	The locations of the bridge expansion joints will be shown in the Final Design. Based on the ACE design there are no intermediate bridge expansion joints. The ACE bridges comprise of a single bridge frame.
71.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet S-13 & S-14	According to Caltrans Bridge Design Memo Table 13.1.4-1: Minimum Clear Area Width Requirements, a 2-foot wide K-Rail with 0-feet of Minimum Clear Area Width is required to have 4 stakes or 4 anchor bolts. confirm the Authority has acquired BNSF's and City of Claremont permission to install K-Rail with 0-feet of Minimum Clear Area Width.	CMAR will be responsible for preparing the MOT plans, falsework plans, K rail details; and obtaining approvals and securing the permits from AHJ. Authority has not acquired BNSF's and City of Claremont approval to install K-Rail with 0-feet of minimum clear area width.
72.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet S-14	According to Caltrans Falsework Manual, "The Standard Specifications, Section 48-2.03A, Falsework – Construction – General, require the installation of temporary bracing as necessary to withstand all imposed loads during erection, construction, and removal of the falsework." The pedestrian false work opening being located between the abutment and Bent 2 precludes longitudinal bracing of the falsework. Please confirm the pedestrian path can be integrated into the falsework opening for the roadway.	CMAR will be responsible for preparing the MOT plans, falsework plans, and obtaining the required approvals.
73.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-134	Please confirm the existing parking lot will be available and systems facilities will be relocated to provide access through Parcel No. 96, 97 and 99 to demolish the existing retaining wall and construct the south side of the LRT retaining walls between Pomona Station and Garey Ave.	Parcel 96 and 97 are part of Metro's actively used facilities. If access is required, contractor required to acquire track allocation for access. Parcel 99, access will be provided for construction in the tail track, but timing will be coordinated with Metro and will be reviewed during the pre-construction phase. Relocation of any facilities, including system elements will be the responsibility of the future contractor.
74.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-135	Please confirm the existing SCRRA MOW Yard will be available to provide access through Parcel No. 103 to construct the south side of the LRT retaining walls between Garey Ave and Towne Ave.	The enclosed/fenced SCRRA MOW yard will not be available, but the access road can be used and shared with SCRRA as an access road. Not available for storage or staging unless coordinated and approved by SCRRA.
75.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-139	Please confirm the Authority will acquire a temporary easement on the north side of the railroad right-of-way to construct the north side of the LRT retaining walls between Mountain Ave and Cambridge Ave.	Authority will not acquire any TCE for the construction of the project.
76.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-141	Please confirm the Authority will acquire a temporary easement on the north side of the railroad right-of-way to construct the north side of the LRT retaining walls between Cornell Ave and Indian Hill Blvd.	Authority will not acquire any TCE for the construction of the project.

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77.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-142	Please confirm the Authority will acquire a temporary easement on the north side of the railroad right-of-way to construct the north side of the LRT retaining walls between Indian Hill Blvd and College Ave.	Authority will not acquire any TCE for the construction of the project.
78.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-139, RW-140 & RW-141	Please confirm the Authority will acquire a temporary easement on the south side of the railroad right-of-way to construct the south side of the SCRRA retaining walls between Cambridge Ave and Indian Hill Blvd.	Authority will not acquire any TCE for the construction of the project. Can review use of public roadway during pre-construction phase, to determine if City would accept partial road/lane closure.
79.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-142	Please confirm the Authority will acquire a temporary easement on the north side of the railroad right-of-way to construct the north side of the SCRRA retaining walls between Indian Hill Blvd and College Ave.	North side of SCRRA is the railroad right-of-way. See response to Question 77 above.
80.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-141, & RW-142	Please confirm the Authority will acquire a temporary easement on the south side of the railroad right-of-way to construct the south side of the SCRRA retaining walls between Indian Hill Blvd and College Ave.	Authority will not acquire any TCE for the construction of the project.
81.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-142, RW-143 & RW-144	Please confirm the Authority will acquire a temporary easement on the south side of the railroad right-of-way to construct the south side of the SCRRA retaining walls between College Ave and Claremont Blvd.	Authority will not acquire any TCE for the construction of the project. Review during the pre-construction phase of the project, as portion of frontage is City property.
82.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet RW-142 & RW-143	Please confirm additional property can be acquired to develop an access road from College Ave and/or Elder Dr into Parcel No. 4301 and 4301A on the south side of the new Claremont SCRRA Station.	Additional property for this purpose will not be acquired. Responsibility of future contractor to acquire any TCEs. Will review during the pre-construction phase of the project.
83.	Reference Documents RFP C3006- Reference Document 9- Advanced Conceptual Engineering Drawings	Sheet S-831	The Undercrossing Section shows underdrains on both sides of the box. Can these drains be eliminated if buoyancy is not a concern?	Underdrains (Subdrains) are required on both sides.
84.	RFP C3006 – Vol. 1 – CMAR Agreement	10.1.6	The required excess/umbrella coverage limits of \$300 million are commercially available to sit over the general liability coverage, but not the business auto coverage. Please reconsider to allow a separate tower of excess coverage for business auto with limits of \$150 million	No change is contemplated.
85.	RFP C3006 – Vol. 1 – CMAR Agreement	10.1.6	The requirement for the excess/umbrella policies to provide coverage over Subcontractor auto policies is commercially untenable. Please review and clarify the intent.	No change is contemplated.

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86.	RFP C3006 – Vol. 1 – CMAR Agreement	10.2.1	All policies except the professional liability and OPPI coverage are to be written with deductibles and not self insured retentions. Current commercially available Contractors Pollution policies are subject to self insured retentions. Please confirm this is acceptable.	This will be revised to allow contractor’s pollution liability policies to be subject to self-insured retentions in a future Addendum.
87.	RFP C3006 – Vol. 1 – CMAR Agreement	10.2.3(e)	All endorsements adding named insureds or additional insureds to the CGL policy are required to be on form 20 10 (12 19) and 20 37 (12 19)  These are obsolete forms. Current ISO forms are the 04/13 versions. Please confirm the newer versions are acceptable.	No change is contemplated. These are the intended forms.
88.	ITP	Section 2.4	The Authority’s obligations under a Public Records Act disclosure are its own, and should therefore be at Authority’s own expense and cost.  Proposer recommends the following modification:  <del>“If Authority chooses to withhold records from disclosure at Proposer’s request and an action is brought against Authority to compel disclosure, Proposer shall pay all attorney fees and litigation costs associated with defending that action, including without limitation, Authority’s and the prevailing plaintiff’s attorney fees and litigation costs.”</del>  In the event of litigation concerning the disclosure of any material submitted by Proposer, Authority’s sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court; and Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. <del>Proposer shall reimburse Authority for any expenses or costs of any kind that it incurs in connection with any such litigation.”</del>	These costs would result from a Proposer’s request to withhold records from disclosure. No change is contemplated.
89.	ITP	Form J	On virtually all forms, Proposer, Major Participants, and Subcontractors are required to complete them. Form J Contractor Certification does not have this instruction. Proposer requests clarification if Form J – Contractor Certification is to be completed by Proposer Major Participants, and Subcontractors.	ITP Appendix A, Section A 4.3 requires Proposer, each Major Participant, and each identified Subcontractor to complete <u>Form J</u> . <u>Form J</u> will be clarified in a future Addendum.
90.	ITP	Form Q	Indemnification for damages arising from Proposer’s access to a Right of Way should be limited relating to Indemnified Parties’ active negligence, and not only as to Indemnified Parties’ sole negligence or willful misconduct, as reflected in other Metro projects. Additionally, Proposer’s obligation to be solely responsible for all costs or expenditures is overbroad and conflicts with the CMAR Agreement.  Proposer recommends the following modification:  <del>“The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnified Parties, unless caused by the sole active negligence or willful misconduct of the Indemnified Parties, and is in addition to any other rights or remedies, which the Indemnified Parties may have under the law or under this Agreement.”</del>  “6. Costs and Expenditures	Form Q is the Authority’s standard Right of Entry Agreement, used for all of its prior projects. No change is contemplated.

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			Proposer shall be solely responsible for, and will pay, all costs or expenditures of any kind occurring as a result of activities of Proposer or any person or entity acting on behalf of Proposer."	
91.	CMAR Agreement	Section 1.9	<p>The inability to challenge matters of sole discretion is harsh and unworkable. For instance, it impacts situations from approval of replacement Key Personnel to reductions in release of retainage amounts, subjects which require reasonableness and mutual discussion.</p> <p>Proposer recommends the following modification:</p> <p>"In all cases where approvals, acceptances, consents, or determinations are required to be provided by Authority or CMAR Contractor hereunder, such approvals, acceptances, consents, or determinations must be in writing and shall not be withheld unreasonably except in cases where a different standard (such as sole discretion) is specified. In cases where sole discretion is specified, the decision shall <del>not</del> be subject to any Claims or dispute resolution hereunder."</p>	The Authority believes that it is appropriate for certain matters, including replacement of Key Personnel and retained Retainage, to be subject to the Authority's sole discretion. No change is contemplated.
92.	CMAR Agreement	Section 2.1.4.2(b)	<p>The Key Personnel liquidated damages amount is excessive. Proposer suggests that the liquidated damages be reduced.</p> <p>Proposer recommends the following modification:</p> <p>"Therefore, if such Key Personnel are not available to perform the Work or such Key Personnel do not dedicate 100% of their time to the performance of the Work, CMAR Contractor agrees to pay Authority a liquidated amount of <u>\$1,000 per day each, up to 30 days \$100,000</u> for each such situation regarding the Project Manager and Construction Manager, and a liquidated amount of \$50,000 for each such situation regarding all other Key Personnel as deemed compensation to Authority for such damages."</p>	Liquidated damages only apply if Key Personnel are not dedicated full time and the CMAR Contractor hasn't followed the Key Personnel replacement process. No change is contemplated. The LD amounts will be reduced to \$80,000 and \$40,000 in a future addendum.
93.	CMAR Agreement	Section 2.1.4.2(e)(ii)	<p>Proposer requests that the exclusions from liquidated damages relating to Key Personnel include events listed in the replacement of Key Personnel per Section 2.1.4.1(c).</p> <p>Proposer recommends the following modification:</p> <p>"(ii) such individual is unavailable due to <u>disability, leave of absence, death, promotion, retirement, parental leave, injury, illness or no longer being employed by CMAR Contractor or Subcontractor</u>"</p>	The Authority will clarify Section 2.1.4.2 in a future Addendum.
94.	CMAR Agreement	Section 2.1.4.2(f)	<p>Payment of liquidated damages, if assessed, is within 10 days which is too brief of a time period. Proposer suggests 30 days.</p> <p>Proposer recommends the following modification:</p> <p>"Liquidated Damages, to the extent not paid as provided in Section 7 (<i>Compensation</i>), shall be payable by CMAR Contractor to Authority within <del>10</del> <u>30</u> days after CMAR Contractor's receipt of an invoice therefor from Authority"</p>	The Authority will extend the deadline to 30 days in a future Addendum.
95.	CMAR Agreement	Section 2.1.5	<p>Removal of personnel should be based on a reasonable determination and not an unchallengeable sole discretion by Authority. Moreover, Authority's right to suspend the project is an extreme remedy for which the Authority has other options, and should be removed.</p> <p>Proposer recommends the following modification:</p>	It is critical that the CMAR Contractor perform the Work in a proper and skillful manner. No change is contemplated.

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			<p>"If Authority determines in its <del>sole</del> <u>reasonable</u> discretion that any individual employed by CMAR Contractor or by any Subcontractor is not performing the Work in a proper and skillful manner, then at the written request of Authority, CMAR Contractor or such Subcontractor shall remove such individual and such individual shall not be re-employed for any Work without the prior approval of Authority. <del>If CMAR Contractor or the Subcontractor fails to remove such individual or individuals or fails to furnish skilled and experienced personnel for the proper performance of the Work in replacement of such individual or individuals, then Authority may suspend the affected portion of the Work by delivery of written notice of such suspension to CMAR Contractor. Such suspension shall in no way relieve CMAR Contractor of any obligation contained in the Contract or entitle CMAR Contractor to an extension of time, additional compensation or Change Order. In the event of such a suspension, CMAR Contractor shall promptly resume the Work upon compliance with the requirements set forth in Authority's written notice. In the event of an improper removal of any individual employed by CMAR Contractor or by any Subcontractor, CMAR Contractor shall be entitled to both time extensions and price increases.</del>"</p>	
96.	CMAR Agreement	Section 3.3.3	<p>The requirement for preemptive 14 days of advance notice of impacts, as a necessary condition for relief/compensation, due to unavailability of a given parcel is onerous and would result in excessive notices, especially in light of CMAR Contractor's obligation to mitigate delay in all circumstances. Proposer suggests to strike the entire section.</p> <p>Proposer recommends the following modification:</p> <p><del>"3.3.3 In addition to the requirements of Section 3.3.2, and as a necessary condition for obtaining any increase in the Contract Price, or the extension of any Completion Deadlines, related to Authority's delivery of access to the parcels to the extent provided in Section 12 (Changes in the Work), CMAR Contractor shall provide Authority with written notice within 14 days after the anticipated availability date set forth in the applicable Construction Supplement when lack of availability of a given parcel will result in an impact to the cost or schedule."</del></p>	Such notice is important to allow the Authority to assess the situation. No change is contemplated.
97.	CMAR Agreement	Section 3.5.3	<p>For a meaningful right to terminate, a suspension due to the Project being removed from Metro's long range plan should be 90 cumulative days, not consecutive. Authority should give notice within 3 business days of that change to the long range plan.</p> <p>Additionally, this section has an incorrect reference which should be corrected.</p> <p>Proposer recommends the following modification:</p> <p>"If Metro removes the Project from its long-range plan, <u>Authority shall provide written notice to CMAR Contractor within 3 business days and</u> CMAR Contractor shall have the right to suspend Work upon delivery of written notice to Authority that CMAR Contractor intends to suspend Work and the date of such suspension. Such suspension shall be considered a suspension under Section <del>6.4.1</del> <u>6.7.1</u>. In the event of a suspension under this Section 3.5.3 for more than 90 <del>consecutive</del> <u>cumulative</u> days, CMAR Contractor shall have the right to consider the Contract to have been terminated for convenience under Section 17 (Termination for Convenience)"</p>	The Authority thinks 90 consecutive days is appropriate before the CMAR Contractor has a right to terminate. The reference will be corrected in a future Addendum. Removing a project from Metro's long-range plan is a public action.
98.	CMAR Agreement	Section 3.8.2	<p>Costs of uncovering work is borne by CMAR Contractor regardless of whether the Work is deemed acceptable after uncovering, and CMAR Contractor is only entitled to delay relief. The costs should be borne by CMAR Contractor only if the work was non-conforming, and CMAR Contractor should otherwise be entitled to both time and compensation relief.</p>	Under Section 3.8.2, CMAR Contractor is responsible for cost and delay if uncovered work does not conform with the Contract requirements. Also under Section 3.8.2, CMAR Contractor is responsible for cost and delay if it did not provide adequate notice and opportunity for prior inspection as required in the QC/QA Plan. Authority believes this is appropriate. Under Section 3.8.3, Authority is otherwise

No.	RFP Document No. & Volume No., if applicable	Section No.	Comment	Authority Response
			<p>Proposer recommends the following modification:</p> <p>“Furthermore, any Work done or materials used without adequate notice and opportunity for prior inspection by Authority, Utility Owner, or Persons having jurisdiction, as required in the Quality Control/Quality Assurance Plan, may be ordered uncovered, removed, or restored at CMAR Contractor’s expense, <del>even if</del> <u>unless</u> the Work proves acceptable after uncovering.”</p>	responsible for cost and delay if uncovered Work conforms with the Contract requirements. No change is contemplated.
99.	CMAR Agreement	Section 6.6.4	<p>Liquidated damages should be payable within 30 days.</p> <p>Proposer recommends the following modification:</p> <p>“Liquidated Damages, to the extent not paid as provided in Section 7 (<i>Compensation</i>), shall be payable by CMAR Contractor to Authority within <del>10</del> <u>30</u> days after CMAR Contractor’s receipt of an invoice therefor from Authority.”</p>	The Authority will extend the deadline to 30 days in a future Addendum.
100.	CMAR Agreement	Section 6.7.2	<p>Authority may suspend the Work without prior notice for various types of CMAR Contractor’s failure. It is fair and equitable that Suspensions for Cause be with written notice and an opportunity to cure, especially as to safety issues, which is the norm. Moreover, Authority’s right to suspend the project relating to personnel is an extreme remedy for which the Authority has other options, and should be removed.</p> <p>Proposer recommends the following modification:</p> <p>“Authority has the authority by written order to suspend the Work <del>without</del> <u>with 72 business hours written prior notice and opportunity to cure for subsections (a), (b), and with 10 business days written prior notice and opportunity to cure for subsections (c), (d), and (e),</u> wholly or in part, for the period of time that Authority deems appropriate, for CMAR Contractor’s failure to:...</p> <p><del>(d) Remove or furnish personnel as set forth in Section 2.3.4”</del></p>	The Authority believes the suspension for cause provision is appropriate. No change is contemplated.
101.	CMAR Agreement	Section 7.1.3.6	<p>Authority’s ability under its sole discretion to reduce or remove a Work Package Provisional Sum creates significant uncertainty and materially affects Proposer’s ability to price the Construction Work. Proposer requests this term to be removed. If not removed, it should be subject to dispute resolution, which is fair.</p> <p>Proposer recommends the following modification:</p> <p>“<del>Except as provided in Section 8.4 (<i>Utility Work</i>), at any time, in the event that funds remain in a Work Package Provisional Sum, Authority may, in its sole discretion, elect to issue a Change Order to reduce or remove the unused portion of the Work Package Provisional Sum.”</del></p>	Other than Provisional Sum Utility Work, Authority may elect to pay for Provisional Sum Work via a Work Package Provisional Sum or through other means. Therefore, removing a Work Package Provisional Sum should not be subject to dispute resolution. No change is contemplated.
102.	CMAR Agreement	Section 7.4.1.3	<p>Withholding amounts from retainage should be fair and equitable and on a reasonable basis, not Authority’s sole discretion.</p> <p>Proposer recommends the following modification:</p> <p>“At such time Authority shall release to CMAR Contractor all remaining Retainage other than amounts applied (or retained for future application) to the payment of Liquidated Damages or which Authority deems advisable, in its <del>sole</del> <u>reasonable</u> discretion, to retain to cover any</p>	The Authority should be able to retain retainage to cover risks in its sole discretion. A similar provision existed in the Authority’s prior construction contracts. No change is contemplated.

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			existing or threatened disputes, claims, Liens and stop notices relating to the Project, or the cost of any uncompleted or nonconforming Work (including uncompleted Warranty Work)."	
103.	CMAR Agreement	Section 7.4.3.3	<p>Per Form S, preconstruction services are limited to 10% of the total preconstruction price. Mobilization payments should be subject to CMAR Contractor's decision for use other than for on-site personnel, equipment, and/or facilities. For instance, long-lead items would currently be excluded from mobilization payments.</p> <p>Proposer recommends the following modification:</p> <p>"For all mobilization payments, no more than one mobilization payment may be invoiced per month. In such invoices and in the Schedule of Values, CMAR Contractor shall describe (by title, type and/or number), and the payments for mobilization shall include, the personnel, equipment and/or facilities to be on-site for mobilization."</p>	It is appropriate to require the CMAR Contractor to describe and pay for such items (including long-lead items) in connection with receipt of mobilization payments. No change is contemplated.
104.	CMAR Agreement	Section 8.2.1	For the purposes of identifying Differing Site Conditions, Proposer requests that Authority confirm that it may rely on Volume 2- Technical Provisions, Document 4.2- Phase II Environmental Site Assessment (January 19, 2018).	Proposer may rely on Volume 2- Technical Provisions, Document 4.2- Phase II Environmental Site Assessment (January 19, 2018) as stipulated in Section 8 of the CMAR Agreement.
105.	CMAR Agreement	Section 8.2.2	<p>CMAR Contractor should notify Authority within 5 business days instead of "immediately" notify, as CMAR Contractor needs time to evaluate the conditions which may or may not be a Differing Site Condition, especially because of the potential waiver of claim due to insufficient notice.</p> <p>Proposer recommends the following modification:</p> <p>"During the progress of the Work, if CMAR Contractor becomes aware of any material or condition described in Section 8.2.1, then CMAR Contractor shall <del>immediately</del> <u>within 5 business days</u> notify Authority thereof telephonically or in person, to be followed immediately by written notification. CMAR Contractor shall immediately stop Work in and secure the area pending further instructions."</p>	Initial telephonic notice is required immediately. No change is contemplated.
106.	CMAR Agreement	Section 8.3.1	<p>Definition of Differing Site Condition excludes Utilities. For more precision, Differing Site Condition should exclude "known" Utilities.</p> <p>Proposer recommends the following modification:</p> <p>"The term "Differing Site Conditions" specifically excludes (i) all such conditions of which CMAR Contractor had actual or constructive knowledge as of the Setting Date, (ii) <u>CMAR Contractor known</u> Utilities, (iii) Hazardous Substances, and (iv) any conditions which constitute or are caused by a Listed Event."</p>	Utilities are excluded from Differing Site Conditions because Utilities (known and unknown) are addressed in separate provisions. No change is contemplated.
107.	CMAR Agreement	Section 8.4.6(c)	<p>Remedies for Delays specific to Utility Work are too narrowly defined and should also be subject to entitlements as stated in the Changes in Work.</p> <p>Proposer recommends the following modification:</p> <p>"<del>In addition subject</del> to the limitations and restrictions set forth in Section 12 (<i>Changes in the Work</i>), CMAR Contractor shall be entitled to an extension of any affected Completion Deadline to the extent that: ....(c) CMAR Contractor has given notice to Authority of any circumstance that may lead to a Claim under this Section 8.4.6 within <del>72 hours</del> <u>5 business</u></p>	See Section 8.4.2 (Change Orders): "CMAR Contractor shall be entitled to receive a Change Order increasing the Contract Price and/or a Work Package Provisional Sum for Provisional Sum Utility Work and extending applicable Completion Deadlines for additional costs and delays associated with the Utility Work only as permitted by this <u>Section 8.4</u> or for circumstances for which such a Change Order is independently permitted under <u>Section 12</u> ( <i>Changes in the Work</i> )." No change is contemplated.

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			<p>days of CMAR Contractor's becoming aware that such circumstance has occurred or is likely to occur"</p>	
108.	CMAR Agreement	Section 8.6.2(e)(iii)	<p>Taxes are outside the control of CMAR Contractor and should not be an exclusion to a Listed Event, and tariffs should be included for relief.</p> <p>Proposer recommends the following modification:</p> <p>"(e) Any change in a Governmental Rule, change in the judicial or administrative interpretation of a Governmental Rule, or adoption of any new Governmental Rule which is inconsistent with Governmental Rules in effect on the Setting Date, excluding (i) any such change in a Governmental Rule, change in the judicial or administrative interpretation of a Governmental Rule or adoption of any new Governmental Rule that was passed or adopted but not yet effective as of the Setting Date, <u>and</u> (ii) any such change in a Governmental Rule, change in the judicial or administrative interpretation of a Governmental Rule or adoption of any new Governmental Rule that does not require a material modification in the Work or does not require CMAR Contractor to obtain a new major environmental approval <del>or (iii) any such change in a Governmental Rule, change in the judicial or administrative interpretation of a Governmental Rule, or adoption of any new Governmental Rule relating to taxes (unless the Project or CMAR Contractor is specifically targeted by the change in Governmental Rule);"</del></p>	No change is contemplated.
109.	CMAR Agreement	Section 8.10	<p>There are certain exceptions to events providing for compensation, so this section should be modified to ensure they are included. Additionally, certain exclusions are overbroad and/or are outside the control of CMAR Contractor.</p> <p>Proposer recommends the following modification:</p> <p><del>"Notwithstanding any other provision</del> <u>Unless otherwise provided for in the Contract</u>, matters that are CMAR Contractor's exclusive responsibility and not eligible for Change Orders include the following:...</p> <p><del>(a) errors, omissions, inconsistencies or other defects in the Construction Documents (including errors, omissions, inconsistencies or defects traceable to errors, omissions, inconsistencies or defects in the Reference Documents);...</del></p> <p><del>(d) the action or inaction of (i) adjoining property owners other than Authority's obligations under Section 3.3 (Right of Way) or (ii) other contractors (including failure to organize and integrate their work with CMAR Contractor's Work);...</del></p> <p><del>(h) delays in issuance of any permit or approval by any entity with jurisdiction over the subject matter of such permit or approval that is required to be obtained by CMAR Contractor other than as set forth in Section 12.3.1(c);...</del></p> <p><del>(i) correction of nonconforming Work and review and acceptance thereof by Authority;....</del></p> <p><del>(j) obtaining all Governmental Approvals other than the Authority Provided Approvals;....</del></p> <p><del>(m) weather related delays;</del></p> <p><del>(n) delays from any other situations (other than Listed Events) which, while not within one of the categories delineated above, were or should have been anticipated because such</del></p>	Section 8.10 is intended to provide exceptions to events otherwise entitling compensation. No change is contemplated.

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			<p>situations are referred to elsewhere in the Contract or arise out of the nature of the Work; and</p> <p>(o) all other events beyond Authority's <u>reasonable</u> control for which Authority has not agreed to assume liability hereunder."</p>	
110.	CMAR Agreement	Section 8.11	<p>As currently stated, the "cap" on damages can be virtually unlimited. Proposer suggests limiting the aggregate liability to 25% of the Contract Price, inclusive of liquidated damages.</p> <p>Proposer recommends the following modification:</p> <p>"CMAR Contractor's liability to Authority for damages resulting from breach of the Contract, <u>inclusive of liquidated damages</u>, shall be limited to the sum of (a) <del>all those costs reasonably incurred by Authority or any party acting on Authority's behalf (minus the unpaid portion of the Contract Price) in completing the Work or having the Work completed by another Person,</del> (b) <del>all those costs reasonably incurred by Authority or any party acting on Authority's behalf in correcting the Work or having the Work corrected by another Person,</del> and (c) an amount equal to 25% of the Contract Price;"</p>	A similar provision has been included in Authority's prior construction contracts. No change is contemplated.
111.	CMAR Agreement	Section 8.12	<p>Contractual obligations, costs of completing Work, and correcting/replacing Non-Conforming Work are direct damages and should not be included as consequential damages.</p> <p>Proposer recommends the following modification:</p> <p><del>"(a) The rights and remedies of the parties expressly set forth in the Contract, such as CMAR Contractor's obligation to pay Liquidated Damages and CMAR Contractor's obligation to pay Authority's costs of completing Work;</del></p> <p><del>(b) CMAR Contractor's obligation to pay Authority's costs of repair or of correcting or replacing Non-Conforming Work;</del></p> <p><del>(c) Liability for fraud, reckless or willful misconduct, or gross negligence, or criminal acts;</del></p> <p><del>(d) (b) Any liability with respect to indemnification for third party claims; or</del></p> <p><del>(e) (c) Any liability for any type of damage or loss to the extent it is covered by the proceeds of insurance."</del></p>	See Comment 52. No change is contemplated.
112.	CMAR Agreement	Section 9.3.1	<p>Per 9.2.1, instead of providing separate Performance Bonds for each Work Package, Performance Bonds can be combined to cover more than one Work Package.</p> <p>In Section 9.3.1, there is nothing stating that Payment Bonds can be combined this same way. Please clarify if Payment Bonds can be grouped the same as Performance Bonds.</p>	The Authority will make this clarification in a future Addendum.
113.	CMAR Agreement	Section 11.1.1(g)	<p>Indemnification of negligent removal or handling of Hazardous Substances would more accurately be related to the extent of CMAR Contractor's acts or omissions.</p> <p>Proposer recommends the following modification:</p> <p>"(g) Any release or threatened release of a Hazardous Substance (i) which was brought onto the Site by any CMAR Contractor-Related Entity, or (ii) <u>to the proportionate extent</u> which was <u>by active negligence</u> <del>negligently</del> removed or handled by any CMAR Contractor-Related Entity, regardless of the source, origin, or method of deposit of such Hazardous Substance"</p>	Because the negligent removal or handling is responsible for the release or threatened release, no change is contemplated.

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114.	CMAR Agreement	Section 11.1.1(j)	<p>The indemnification obligation relating to trespass, nuisance, damage, or other harm is extremely broad and would encompass acts by the Authority. Proposer suggests limiting this term as to CMAR Contractor's acts or omissions.</p> <p>Proposer recommends the following modification:</p> <p>"(j) The claim or assertion of trespass, nuisance, damage, or other harm in connection with the Work, <u>directly resulting from CMAR Contractor's acts or omissions.</u>"</p>	The Authority's acts or omissions are addressed in Sections 11.1.2.1 and 11.1.2.2. No change is contemplated.
115.	CMAR Agreement	Section 11.1.2.1; 11.1.2.2	<p>Indemnification obligations would be fair and equitable if CMAR Contractor's obligations do not extend to an Indemnified Party's negligence.</p> <p>Proposer recommends the following modification:</p> <p>Section 11.1.2.1</p> <p>"With respect to any loss, damage or cost of the type covered by the insurance required to be provided hereunder, CMAR Contractor's indemnity obligation shall not extend to any loss, damage or expense arising from the <del>sole</del> negligence or willful misconduct of such Indemnified Party or its agents, servants or independent contractors who are directly responsible to such Indemnified Party"</p> <p>Section 11.1.2.2</p> <p>"With respect to any loss, damage or cost which is not of the type covered by the insurance required to be provided hereunder, CMAR Contractor's indemnity obligation shall not extend to any loss, damage or cost to the extent that such loss, damage or cost was caused by the <del>sole</del> negligence, gross negligence, or willful misconduct of such Indemnified Party or its agents, servants or independent contractors who are directly responsible to such Indemnified Party."</p>	Section 11.1.2.1 is covered by insurance. Section 11.1.2.2 is not limited by sole negligence and also includes gross negligence. No change is contemplated.
116.	CMAR Agreement	Section 12.3.1	<p>The excusable delays set forth in the CMAR Agreement are very limited and do not incorporate standard relief events. Proposer recommends adding additional relief events as follows:</p> <p>Proposer recommends the following modification:</p> <ol style="list-style-type: none"> <li>1) Issuance of an Authority suspension order;</li> <li>2) The issuance of any preliminary or permanent injunction or temporary restraining order or other similar order, legal restraint or prohibition by a Governmental Entity of competent jurisdiction under Applicable Law that materially adversely affects CMAR Contractor's performance under this Agreement;</li> <li>3) Any Governmental Entity's and/or utility owner's delay or increase in costs to the CMAR Contractor's performance of the Work;</li> <li>4) Delay in performance of all or substantially all of the Work for a period of sixty (60) or more consecutive days ("Extended Force Majeure");</li> <li>5) Change in Applicable Standards;</li> <li>6) Change in Applicable Law;</li> <li>7) Occurrence of a force majeure event.</li> </ol>	(1) Suspension orders are addressed under Authority-Caused Delays. (2) Lawsuits are addressed under Listed Events. (3) Utility Owner delays are addressed under Section 8.4.6. (4) Delays are addressed under Section 12.3.1. (5) Changes in Applicable Standards are addressed under Listed Events (Governmental Rules). (6) Changes in Applicable Law are addressed under Listed Events (Governmental Rules). (7) Force majeure is addressed under Listed Events. No change is contemplated.

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117.	CMAR Agreement	12.3.1	<p>As a proposed additional excusable delay, Proposer requests the insertion of a definition for “force majeure.”</p> <p>Proposer recommends the following modification:</p> <p>“An extraordinary event or circumstance beyond the control of the Parties, including but not limited to war, a strike that is part of a national strike or an industrial dispute on a national level, riot, crime or criminal acts, terrorism, epidemic, severe weather (as defined in the Contract documents), labor disturbances not due to CMAR Contractor or its Subcontractor’s labor practices, acts of a public enemy (foreign or domestic), action or inaction of a Government Entity that was not foreseen or anticipated, was not caused by CMAR Contractor or its Subcontractors and is not otherwise CMAR Contractor’s responsibility (unless separately and specifically addressed as a performance requirement in a written agreement with Authority), or an event described by the legal term “act of God” (i.e. flood, tornadoes, earthquakes, volcanic eruption, discovery of a threatened or endangered species (that was not known to CMAR Contractor or disclosed in the Contract documents), or other unforeseeable conditions of nature) that prevents either or both Authority and the CMAR Contractor from fulfilling their obligations under the Contract.”</p>	Force majeure is addressed under Listed Events, and is limited to the listed events. No change is contemplated.
118.	CMAR Agreement	Section 12.4.1	<p>The conditions for Compensable Delays set forth in the CMAR Agreement are very limited and do not incorporate standard relief events. Proposer recommends adding additional relief events as follows:</p> <p>Proposer recommends the following modification:</p> <ol style="list-style-type: none"> <li>1) Issuance of an Authority suspension order;</li> <li>2) The issuance of any preliminary or permanent injunction or temporary restraining order or other similar order, legal restraint or prohibition by a Governmental Entity of competent jurisdiction under Applicable Law that materially adversely affects CMAR Contractor’s performance under this Agreement;</li> <li>3) Any Governmental Entity’s and/or utility owner’s delay or increase in costs to the CMAR Contractor’s performance of the Work;</li> <li>4) Delay in performance of all or substantially all of the Work for a period of sixty (60) or more consecutive days (“Extended Force Majeure”);</li> <li>5) Change in Applicable Standards;</li> <li>6) Change in Applicable Law.</li> </ol>	See Comment 116.
119.	CMAR Agreement	Section 12.5.1	<p>The notice period for time extensions and Contract price increases is short, especially in light of the required contents of the notice. Proposer recommends extending the notice period and removing the waiver if the period is missed. Alternatively, Authority may agree to have a more limited initial notice requirement.</p> <p>Proposer recommends the following modification:</p> <p>“Each RFC Notice shall be delivered as promptly as possible after the occurrence of such event or situation. <del>If any</del> The RFC Notice is <u>to be</u> delivered <del>later than 10</del> <u>within 15</u> days after CMAR Contractor first discovered <del>(or should have discovered in the exercise of reasonable prudence)</del> the occurrence of the event or situation within the scope of Section 12.3 and/or 12.4, <del>CMAR Contractor shall be deemed to have waived its right to a Change Order.</del></p> <p>Furthermore, if any RFC Notice concerns any condition or material described in Section 8.2</p>	See Comment 53.

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			(Process To Be Followed Upon Discovery of Certain Site Conditions), <del>CMAR Contractor shall be deemed to have waived the right to collect any and all costs incurred in connection therewith to the extent that Authority is to be not</del> afforded the opportunity to inspect such material or condition before it is disturbed.”	
120.	CMAR Agreement	Section 12.9	<p>The waiver of all relief excludes potential statutory or other rights outside of the Contract, which is overbroad. Additionally, the notice requirements would be most fair and equitable to the extent they are reasonable, and should include constructive notice and a requirement for prejudice.</p> <p>Proposer recommends the following modification:</p> <p>“CMAR Contractor hereby expressly waives all rights to assert any and all claims based on any change in the Work, delay or acceleration (including any change, delay, suspension or acceleration which, but for the express terms of the Contract, could be inferred or implied at law) for which CMAR Contractor failed to provide <u>constructive notice, reasonable proper and timely RFC Notice,</u> or failed to <u>reasonably</u> provide a <u>timely</u> request for Change Order, <u>and Authority has suffered prejudice therefrom,</u> and agrees that CMAR Contractor shall be entitled to no compensation or damages whatsoever in connection with the work except to the extent that the Contract expressly specifies that CMAR Contractor is entitled to a Change Order or other compensation or damages.”</p>	Conforming changes to Section 12.9, based on changes to Section 12.5.1, will be made in a future Addendum. See Comment 53.
121.	CMAR Agreement	Section 14.1.1	<p>Warranty terms mix the construction Work with design responsibilities. Removing subsections (b) and (d) would resolve this issue.</p> <p>Proposer recommends the following modification:</p> <p>“CMAR Contractor warrants that (a) each Work Package and the Project shall be free of defects in construction, materials and workmanship, <u>and (b) each Work Package and the Project shall be fit for use for the intended function,</u> (c) materials and equipment furnished under the Contract, except for Authority-Furnished Materials, shall be of good quality and new <u>and (d) the Work shall meet all of the requirements of, and perform as required by, the Contract.</u>”</p>	See Comment 58.
122.	CMAR Agreement	Section 14.1.2	<p>Extending the warranty to one year after the Revenue Operations Date may extend the warranty indefinitely. Proposer requests that the Work Package Acceptance Date determine warranty start.</p> <p>Proposer recommends the following modification:</p> <p>“Except as provided in Section 14.1.3 (<i>Warranty Term for Freight Trackway Work</i>), the Warranties for all Work in connection with a Work Package shall commence on the Work Package Acceptance Date and shall remain in effect until one year after the Work Package Acceptance Date <del>except such Warranties shall remain in effect until one year after the Revenue Operations Date if the Work Package is for the entire Project or includes completion of the Project.</del>”</p>	See Section 3.7 regarding entitlement to a Change Order for delay. No change is contemplated.
123.	CMAR Agreement	Section 15.2.1.1	<p>Waiver for informal dispute notice seems out of place and not in the spirit of dispute resolution. Proposer recommends to remove this restriction.</p> <p>Proposer recommends the following modification:</p>	Timely resolution of any disputes is important to the Authority. No change is contemplated.

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			<p><del>"In the event any such notice is not filed within this time period, CMAR Contractor shall be deemed to have waived the right to collect any and all costs incurred prior to the date of delivery of the notice, and shall be deemed to have waived the right to seek an extension of the applicable Completion Deadlines with respect to any delay in the Critical Path which occurred prior to the date of the notice. This waiver shall occur whether or not there is any showing of prejudice to Authority resulting from the delay in filing the notice."</del></p>	
124.	CMAR Agreement	Section 16.1.2	<p>It would be fair and equitable to extend the cure periods. Certain situations have no cure, but could otherwise be cured; those situations deserve a cure period. Moreover, diligent and continuous efforts should result in reasonable extensions of the applicable cure period.</p> <p>Proposer recommends the following modification:</p> <p><del>"CMAR Contractor and Surety shall be entitled to 45 30 days' notice and opportunity to cure any breach described in Section 16.1.1(a) through (f) and (h) through (k). CMAR Contractor and Surety shall be entitled to three 15 days' notice and opportunity to cure any breach described in Section 16.1.1(m), any non-material breach of a Governmental Rule described in Section 16.1.1(l), and any breach of a non-material Governmental Rule described in Section 16.1.1(i). CMAR Contractor and Surety shall have no right to notice or opportunity to cure with respect to any breach described in Section 16.1.1(g), any material breach of a Governmental Rule described in Section 16.1.1(l), or any breach of a material Governmental Rule described in Section 16.1.1(i). If CMAR Contractor is unable to cure the applicable breach within the time period specified, but in Authority's reasonable determination i) CMAR Contractor has diligently and continuously undertaken efforts to cure such breach, and (ii) such failure to cure is beyond the control of CMAR Contractor, Authority may extend the cure period in its sole reasonable discretion."</del></p>	Timely resolution of any breaches is important to the Authority. No change is contemplated.
125.	CMAR Agreement	Section 17.11	<p>Proposer requests a mutual waiver of consequential damages applicable to entire contract.</p> <p>Proposer recommends the following modification:</p> <p><del>"Under no circumstances is either Authority or CMAR Contractor entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Section 17. The payment to CMAR Contractor determined in accordance with this Section 17 constitutes CMAR Contractor's sole and exclusive remedy for a termination under this Section 17."</del></p>	See Section 8.12 (Exclusion of Consequential Damages). No change is contemplated.
126.	CMAR Agreement	Section 17.15	<p>Suspension should be for 180 cumulative days, not consecutive, in order to be a meaningful right to terminate.</p> <p>This section has an incorrect reference which should be corrected.</p> <p>Proposer recommends the following modification:</p> <p><del>"Subject to Section 3.5.3, in the event of any suspension of the Work by Authority under Section 6.4.1 6.7.1 for more than 180 consecutive cumulative days or a failure by Authority to issue NTP for Preconstruction Services within 180 days after full execution of the Contract (unless such failure is caused in whole or in part by CMAR Contractor), CMAR Contractor shall have the right to consider the Contract to have been terminated for convenience under this Section 17."</del></p>	The reference will be corrected in a future Addendum. No change is contemplated regarding the 180 consecutive day period.

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127.	ITP	1.11 SBE Compliance	Section 1.11 states the SBE goal is "for the Construction Work". Please confirm that bidders are not required to meet the SBE goal during the performance of Preconstruction Services.	Confirmed.
128.	ITP	4.1.1.1.D	The pass/fail evaluation factor "provision of satisfactory evidence of good faith efforts to reach the SBE goal" can not be accomplished during the proposal phase because good faith efforts to meet the SBE Goal for Construction Work will occur during Preconstruction Services by the selected Contractor based on critical information derived during Preconstruction Services. Please advise.	Section 4.1.1.D will be clarified in a future Addendum.
129.	ITP	A 5.0 and A5.0.A	Please clarify the meaning of "Work Package Price" in the context of determining which subcontractors are to be including when completing Form E in the Proposal.	The second sentence of Section A 5.0(A) is informational in the event a Work Package is negotiated and a Work Package Price is determined.
130.	ITP	Section 1.11 SBE compliance	Section 1.11 SBE compliance, states that a copy of the SBE Program is attached to the Contract as Appendix 7. Appendix 7 file states it is to be inserted. When will the SBE Program be provided to bidders?	In a future addendum.
131.	ITP	Appendix D, Form E	Appendix D, Form E has a column for noting if an identified subcontractor is SBE yes/no. What are the certification standards that are acceptable for entering a "yes" in this field? Where must firms be certified as an SBE?	The definition of SBE will be set forth in Appendix 7 ( <i>SBE Program</i> ).
132.	CMAR Agt.	10.1.1 & 10.1.6	Insurance Section 10.1.1 Commercial General Liability requires limits of \$5M / \$10M Aggregates and implies overall limits of total CGL limit including excess and umbrella limits is not less than \$300 million per occurrence and in the Project aggregate through either primary or excess coverage. Additionally, it states that the CMAR Contractor shall annually provide evidence that it has over \$300 million in CGL limits between Project-specific and general aggregate coverage through either primary or excess coverage.  Insurance Section 10.1.6 Umbrella or Excess indicates limits of not less than \$300M.  Please clarify appropriate limits for General Liability / Excess as \$300M total Primary and Excess.	Authority requires \$300 million in primary and excess insurance to be made up of corporate and/or project-specific policies, although CMAR Contractor may purchase higher limits than that. This will be clarified in a future Addendum.
133.	CMAR Agt.	10.1.7	The first named Insured on an OPPI policy would be the project owner. The Contractor (CMAR), subcontractors and design professionals would be named insureds or additional insureds on this policy and will not benefit from this policy.  Therefore, we typically see the owner's broker securing this coverage.  In addition, the OPPI policy is designed to sit excess of the CMAR and all other design professionals that are in direct contract with the owner. Since the CMAR is not engaged in negotiating the design contracts and related insurance requirements (professional liability), the CMAR and their broker are not well positioned to negotiate this policy in the market. Additionally, since the CMAR is not a named insured or benefiting from this policy there is a slight conflict of interest in having them secure this coverage on behalf of the project owner.  Please consider striking this requirement.	No change is contemplated.
134.	CMAR Agt.	10.1.5	Environmental Impairment Liability Site Coverage is typically a project owner procured coverage and can often be satisfied via Pollution Legal Liability (PLL) coverage. The Named insured would be the project owner, as the CMAR does not own the property to be covered and does not have an insurable interest.  Note there is language in the contract that gives accommodation for market conditions/coverage which will be impacted based on the environmental reports. There will	No change is contemplated.

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			likely be limited, if any, cover for pre-existing contamination. Please consider having the authority be responsible for placement.	
135.	CMAR Agt.	10.0	During the two-phase CMAR Contract Agreement, will the same insurance requirements & limits pertain to Phase 1 as required during Phase 2? Due to the limited risk associated with Phase 1 - Preconstruction, we recommend commensurate limits with the risk as follows:  1. Workers Compensation: Statutory/\$1M EL 2. General Liability: \$5,000,000 Per Occurrence/Aggregate 3. Auto Liability: \$2,000,000 4. Excess Liability: As needed to meet underlying limit requirements. 5. Professional Liability: \$5,000,000 6. Contractors Pollution Liability: \$5,000,000 7. Environmental Impairment Liability Site Coverage: NA 8. Owners Professional Protective Indemnity Insurance: NA	The Agreement will be revised in a future Addendum to require lower insurance limits for the Preconstruction Services.
136.	ITP	General	In order to facilitate the Proposers' ability to provide compliant and accurate preconstruction schedules, please provide the Authorities anticipated design deliverable timelines related to the CMAR preconstruction NTP.	Will include in future addendum
137.	ITP	Appendix B	Proposer requests that the use of 11x17 pages be expanded to include tables or informational graphics that cannot otherwise fit on an 8.5 x 11 inch.	The Authority plans to make this change in a future Addendum.
138.	Vol. 1 - Section 4(d)	15	Because the CMAR Contractor is not providing design services, references to "engineering practices" should be removed from the first sentence. Likewise, the last sentence which states "CMAR Contractor shall be responsible for ensuring that the Final Design accurately depict all governing and adjoining dimensions." Should also be removed.	The Authority plans to remove the word "engineering" from the first sentence and to delete the final sentence from Section 4(d) in a future addendum.
139.	Vol. 1 - Section 6.1.3.2(b)	22	The requirement for CMAR Contractor to "...advise upon...the ability of the design documents to address future operations and maintenance needs...and the sufficiency and completeness of the Final Design." should be removed given that the CMAR is not responsible for design services under the Contract.	Advising the Authority on the ability of the design documents to do a certain thing does not transfer design responsibility to the CMAR Contractor. The CMAR Contractor must advise the Authority on various aspects of the design, including future operations and maintenance needs. A future addendum will clarify that such advice is provided in the capacity of a contractor and not a licensed designer.
140.	Vol. 1 - Section 8.3.6	47	Proposer requests this clause be struck or more specifically tied to CMAR's performance of an Authority approved site investigation program as part of its Preconstruction Services.	No change is contemplated.
141.	Vol. 1 - Section 8.4.8.3	53	This clause prohibits CMAR from entitlement to relief for errors, omissions, inconsistencies or defects in design furnished by Utility Owners. Proposer requests relief for these events so as to prevent having to price contingency money for the same.	This language would not prevent CMAR Contractor from pursuing Utility Owners for these issues. No change is contemplated.
142.	Vol. 1 - Section 8.6.2	56	Listed Event does not include relief for severe weather events. This is a common relief available to Contractor and consistent with CMAR risk-sharing best practices to reduce project budget. Proposer requests this inclusion.	The Authority believes that CMAR Contractor is in a better position than the Authority to manage this risk. No change is contemplated.
143.	ITP	Appendix C 2.0	Proposer's surety has identified exceptions to the ITP proposal requirements. Attached is a letter from the surety outlining their concerns.	The Authority will revise Section C 2.0 in a future Addendum. Note that the Proposal validity period is defined in ITP Section 3.5.4. See Comment 59.
144.	RFP	General	In our review of the RFP documents, we were not able to locate a soils report or geotechnical report identifying the current ground conditions along the project alignment. Does the Authority plan to provide this information prior to the proposal due date?	No. The geotechnical reports will be prepared during the Final Design, and will be available to CMAR during the preconstruction phase of the project part of the design submittals.

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145.	Volume 1 CMAR Agreement	8.4.1.2 and 7.1.3.4	The Contract includes a 50/50 cost-sharing provision for certain utility costs exceeding a specified provisional amount. Please clarify: (a) Which utility cost categories are subject to this arrangement (e.g., relocations, protections in place, betterments, utility owner-directed changes)? (b) Is the provisional amount fixed at Contract execution, or subject to adjustment for scope changes, owner-directed changes, or differing site conditions? (c) How does this provision interact with other risk allocation mechanisms, including owner-controlled contingency, allowances, or change order processes?	(a) Provisional Sum Utility Work is defined in Section 8.4.1.2(b). Provisional Sum utilities are the utilities not designed by Design Consultant as listed in Volume 2 (Technical Provisions) Document 1 (Project Requirements) Appendix C – Utility Contacts and Relocation Responsibility Log, including: Crown Castle, MCI/Verizon, Charter/Time Warner, Frontier/Verizon, Level 3/Lumen, Southern California Edison, Southern California Gas Company and Zayo. (b) The Work Package Provisional Sum for Provisional Sum Utility Work is determined upon execution of the associated Work Package. Section 12.4 contemplates change orders to increase the Work Package Provisional Sum for Provisional Sum Utility Work. (c) This is separate from other risk allocation mechanisms. See clause (b) above regarding change orders.
146.	Volume 1 CMAR Agreement	8.4.1.2 and 7.1.3.5	The utility cost-sharing provision appears to differ from risk allocation approaches common on comparable alternative delivery projects in the region. Please clarify: (a) What is the policy intent of this provision? (b) Does the Contract include — or would the Authority consider — a mechanism to address utility cost impacts other than a standard 50/50 split?	(a) Intent is to have all parties engaged fully in utility relocation effort (b) No change contemplated
147.	Appendix D - Forms	Form G	Given the time required for references to complete and mail forms, will the Authority clarify:  a) whether reference forms must be received by the Authority by the proposal due date, or only sent by the reference by that date; and  b) whether reference responses received shortly after the proposal due date will still be considered valid?	Reference forms must be postmarked by the due date. Alternatively, they could be emailed. See Comments 11, 46.
148.	Appendix B - Technical Proposal Instructions	B 4.1	Section B4.1 identifies PDB, CMGC, and CMAR as qualifying delivery methods for Experience requirements. The RFP describes qualifying experience in terms of functional preconstruction activities — open-book estimating, constructability review, joint risk workshops, and collaborative phasing — rather than contract structure. Where a contractor performed these functions as the primary preconstruction party under an alternative delivery method (including Design-Build with ECI provisions, P3, or stand-alone Early Contractor Involvement contracts), will the Authority evaluate compliance based on the scope of preconstruction services performed rather than the delivery method label?	Section B 4.1 will be revised to permit alternative delivery methods with early contractor involvement including PDB, CMGC, and CMAR.
149.	Request for Proposals Appendix D Forms	Form S	Section B4.1 identifies PDB, CMGC, and CMAR as qualifying delivery methods for Experience requirements. Will the Authority accept projects delivered under other methods (e.g., P3 or Design-Build) where the contractor performed Early Contractor Involvement (ECI) functions — including open-book estimating, constructability review, joint risk workshops, and collaborative phasing — as compliant experience?	See Comment 148.
150.	Volume 1 CMAR Agreement	Appendix 8, Item 11	As noted in this section, "the duration of the preconstruction phase of the Project is 548 days". Can you please provide estimated milestone dates or durations for the 30%, 60%, 85% and 100% design phases?	Will provide in future addendum
151.	Volume 2, Document 1 – Project Requirements,	Sections 6 and 7 (Logistics provisions referencing Vol 2, Document 2, Appendices 4 and 5)	The RFP directs proposers to the Property Acquisition Matrix (Vol 2, Doc 2, Appendix 4) and Encroachment Log (Vol 2, Doc 2, Appendix 5). Volume 2, Document 2 does not appear in the posted RFP package or Table of Contents. Please confirm its location or advise when If these documents will be posted within an addenda.	Property Acquisition Matrix noted in ROW ACE drawing pertains to instruction for designers, not required for this RFP. Same for the Encroachment log, not required for this RFP.
152.	Volume 1 CMAR Agreement	Section 10 Insurance	Is the CMAR Contractor required to provide CGL/Umbrella limits of \$300 million during both pre-construction and construction activities? If it is not required during pre-construction activities, what are the required CGL/Umbrella limits?	See Comment 65

No.	RFP Document No. & Volume No., if applicable	Section No.	Comment	Authority Response
153.	Volume 1 CMAR Agreement	Section 10 Insurance	Does the Authority expect the procurement by the CMAR Contractor of both an Owner's Professional Protective Indemnity Insurance, for the Authority, and Contractor's Professional Liability policies?	Yes.
154.	Volume 1 CMAR Agreement	Section 10 Insurance	Does the Authority require pricing for 1) Builders Risk 2) OPPI/Professional Liability 3) Railroad Protective Insurance 4) Pollution Liability 5) Environmental Impairment and 6) \$300 million CGL/Umbrella as part of the Proposal response?	No.
155.	Volume 1 CMAR Agreement	Section 6.1.5(a)(iii)	The Draft Pomona to Claremont CMAR Agreement contained in the RFP requires the Preconstruction Services "shall be suitable for its intended purpose" (see section 6.1.5(a)(iii) of the CMAR Agreement). This represents a heightened standard of care beyond that normally required in the AEC industry. Additionally, this standard may not be insurable per industry standard insurance carried by AEC companies. Proposer will commit to performing Preconstruction Services per the contractual requirements, in accordance with Good Industry Practice and in a good and workerlike manner. As such, will Authority consider removing the "fitness for intended purpose" requirement	The Authority will remove the suitable for its intended purpose requirement in a future Addendum.
156.	Volume 1 CMAR Agreement	Section 14.1.1(b)	The Draft Pomona to Claremont CMAR Agreement contained in the RFP requires the CMAR Contractor to warranty "each Work Package and the Project shall be fit for use for the intended function" (see section 14.1.1(b) of the CMAR Agreement). This represents a heightened standard of care beyond that normally required in the AEC industry. Additionally, this standard may not be insurable per industry standard insurance carried by AEC companies. Proposer will commit to constructing per the designs provided by the Designer. As such, will Authority consider removing the "fitness for intended purpose" requirement	See Comment 58.
157.	Appendix A - Administrative Proposal	Section A 2.0	Per Section A 2.0 of Appendix A of the RFP, the Authority is requiring proposer provide "an original or certified copy of a notarized document granting a power of attorney to the individual who signed the Proposal Letter and other forms on behalf of Proposer." In place of the above, will Authority accept a Corporate Resolution, executed by the Board of Directors, indicating the individual who signs the Proposal Letter has full authority to bind the Proposer? If not, can Authority provide a form or example Power of Attorney document?	In accordance with Section A 2.0(C), a power of attorney is required if the entity signing is a joint venture or partnership.
158.	Instructions to Proposers	General	For any hard copy proposal submission required under this procurement, please confirm whether a reproduced digital signature — a scanned or electronically inserted image of an authorized signatory's signature — is acceptable to satisfy execution requirements on cover pages, certifications, and required signature blocks, or whether an original wet ink signature is required.	Proposals are required to be submitted electronically on flash drives. Flash drives are the sole submission medium. The Proposer is required to sign (either electronically or manually and scanned) each copy of the Proposal. See Comments 2 and 3.
159.	ITP	Appendix D, Form S	Form S includes an 8–12% range for proposed profit, but the separate G&A line does not include a range; can the Authority confirm whether the 8–12% range is intended to be all-inclusive (profit + G&A), and if not, will the Authority specify an allowable G&A range (for example, 4–6%) or confirm a combined maximum of 8–12% to support a cost-conscious project budget?	The 8-12% range is intended to apply only to proposed profit.
160.	CMAR Agreement	Section 16.1.1	In the event there are Work Packages with either concurrent or overlapping completion times, if the CMAR Contractor is determined to be in default of one Work Package, does this trigger defaults in the other Work Packages?	If the CMAR Contractor is determined to be in default of a Work Package, it will be in default under the Contract.
161.	CMAR Agreement	Section 6.1.5(c)	Proposer requests clarification of Authority's intent and expectations regarding, "CMAR Contractor shall correct or replace the defective Preconstruction Services at CMAR Contractor's sole expense".	CMAR Contractor's obligations include correcting or replacing any defect or noncompliance in the Preconstruction Services.
162.	CMAR Agreement	Appendix 3	With respect to the Additional Obligatee Riders for the Performance Bond and the Payment Bond, the additional obligees are being granted rights of the Obligatee under the bonds. We believe the additional obligees should also be responsible for the obligations of the Obligatee under the bonds. Please confirm.	No change is contemplated.

No.	RFP Document No. & Volume No., if applicable	Section No.	Comment	Authority Response
163.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	Section B 1.0 (Instructions)	Appendix B allows drawings and organizational charts to be submitted on 11" x 17" pages. Please confirm whether proposers may also use 11" x 17" pages for formatted narrative content (e.g., narrative text, tables, and graphics) within the Technical Proposal. If permitted, please confirm that each 11" x 17" page will count as two 8½" x 11" pages toward the applicable page limits.	The use of 11 x 17 pages will be expanded in a future Addendum. See Comment 137. Each 11 x 17 page will count as a single page, same as each 8 ½ x 11 page.
164.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	Section B 4.3 – Performance History of Primary Participants	Section B 4.3 states that Proposers shall deliver Form G (Owner References) to project owner representatives and request that the completed forms be returned to the Authority. Please confirm whether owner representatives may submit their completed Owner Reference Forms directly to the Authority via <b>email</b> rather than by physical mail to the address provided.	See Comment 11.
165.	CMAR Agreement	Contract 8.10	Can the following revisions be made Regarding Section 8.10 of the Contract: In clause (a), revise the parenthetical so that the CMAR Contractor is eligible for a Change Order if the error, etc. is traceable to issues in the Reference Documents. There is no reason for the CMAR Contractor to be responsible for the Reference Documents.  Regarding Section 8.10 of the Contract: Delete clause (d). CMAR Contractor cannot be held responsible for the actions of adjoining property owners or other contractors.	No changes are contemplated. Clause (a): The Reference Documents are not part of the Contract. Clause (d): The CMAR Contractor is in a better position than the Authority to manage these risks.
166.	CMAR Agreement	Contract 8.6(e)	Can the following revisions be made  Regarding Section 8.6(e) of the Contract: Remove clause (iii). There is no reason for the CMAR Contractor to be responsible for additional taxes, whether or not the Project or CMAR Contractor is specifically targeted.	See Comment 108.
167.	CMAR Agreement	Contract 8.6 and 12.3.1	Can the following revisions be made  Regarding Section 8.6 of the Contract: Add "any other cause outside the reasonable control of CMAR Contractor" to the definition of "Listed Events." That catch-all is industry-standard.  Regarding Section 12.3.1 of the Contract: Add a new clause (f) that says: "any other cause the reasonable control of CMAR Contractor." This puts 12.3.1 in line with the industry-standard definition of Force Majeure.	The definition of Listed Events and Section 12.3.1 are intentionally limited to the enumerated events. No change is contemplated. See Comment 117.
168.	CMAR Agreement	Contract 6.6	Can the Following Revision be made  Regarding Section 6.6 of the Contract: Add a provision capping the CMAR Contractor's liability for Liquidated Damages at 10% of the cost of the relevant Work Package Price.	The Authority believes the CMAR Contractor should be responsible for timely completion. No change is contemplated. Capping liquidated damages could either trigger actual damages or force the Authority to terminate, neither of which may be a good outcome. LDs are a better, albeit imperfect, mechanism.
169.	CMAR Agreement	Contract 16.1.2	Can the following revision be made  Regarding Section 16.1.2 of the Contract: Add Section 16.1.1(m) to the list of defaults from which the CMAR Contractor is entitled to a 15-day notice and cure period. The temporary failure to maintain required bonds or insurance should not be grounds for immediate termination.	Failure to provide bonds or insurance is a material breach. Section 16.1.2 provides a three-day cure period for CMAR Contractor's failure to provide bonds or insurance. No change is contemplated.
170.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	For Key Personnel & Additional Personnel: Do the resumes count toward the 50 Pgs limit?	See Comment 8.
171.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	For Additional Personnel Scheduler: request to change from "minimum 10 years' experience in linear transportation projects (including LRT, freight/commuter or heavy rail projects)" to "minimum 10 years' experience in LRT, freight/commuter rail or heavy civil construction" (same text as for superintendent role)	Requested change is acceptable and will be made in a future addendum.

No.	RFP Document No. & Volume No., if applicable	Section No.	Comment	Authority Response
172.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	For Additional Personnel Document Control and Configuration Management: request to change from "minimum 10 years' experience in linear transportation projects (including LRT, freight/commuter or heavy rail projects)" to "minimum 10 years' experience in LRT, freight/commuter rail or heavy civil construction" (same text as for superintendent role)	Requested change is acceptable and will be made in a future addendum.
173.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	For Additional Personnel Estimator: request to change from "minimum 10 years' experience in linear transportation projects (including LRT, freight/commuter or heavy rail projects)" to "minimum 10 years' experience in LRT, freight/commuter rail or heavy civil construction" (same text as for superintendent role)	Requested change is acceptable and will be made in a future addendum.
174.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	For Key Personnel Project Controls Manager: request to change from "minimum 10 years' experience in linear transportation projects (including LRT, freight/commuter or heavy rail projects)" to "minimum 10 years' experience in LRT, freight/commuter rail or heavy civil construction" (same text as for superintendent role)	Requested change is acceptable and will be made in a future addendum.
175.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	What are the RFP requirements for Key Personnel Train Control Manager?	Will be provided in future addendum
176.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	What are the RFP requirements for Key Personnel Public Outreach and Communications Manager	Will be provided in future addendum
177.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	Do the Key Personnel commitment letters and Form F, and all of the first pages of Form G count within the 50 page limit?	See Comment 1
178.	RFP C3006- Instructions to Proposers Appendix B_Technical Volume	B 4.2 Personnel Qualifications and Performance History	Section B 4.2 Personnel Qualifications and Performance History of ITP Appendix B_Technical Volume requests resumes for key personnel, and it also requests resumes for Preconstruction Services personnel, which includes nine of the key personnel positions. Is the Authority anticipating that the same resume may be submitted twice for these nine personnel positions included in key and preconstruction categories? Or is a reference to the resume already included what is expected? Please advise if there should be any noted distinction between the two resumes if included twice?	See Comment 21