

**Responses to Maintenance Services RFP Questions
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<u>No.</u>	<u>Questions</u>
17	<p>Reference to Appendix G: Inspection of Structures;</p> <p>a) page AP-G-2, is there a current record and established frequency of underwater bridge inspection performed by the incumbent MOW contractor that can be provided by ACTA?</p> <p align="center">The underwater inspection frequency is every 5 years under the existing contract. However, under the new contract the frequency shall be determined pursuant to the Bridge Management Plan developed by the Contractor per Section 3.6.1. The latest record of underwater inspection will be provided on ACTA's website.</p> <p>b) Who is the current Contractor's subcontractor that performs such underwater bridge inspection?</p> <p align="center">Muldoon Marine Services, Inc., Long Beach, CA</p> <p>c) Reference to the rail bridges listed in the inventory lists on pages AP-G-4-1 to AP-G-4-4, is it the understanding that the bridge maintenance and the bridge inspections will be performed by the cities/counties and not the Contractor?</p> <p align="center">Bridge substructure and superstructure maintenance and inspections are to be performed by the Contractor, except for the elements noted in Section 3.3.</p>
18	<p>Article 16, 16.4.4 that requires Indemnitor to obtain prior written consent of every Indemnitee prior to any settlement or compromise of any action where such settlement or compromise includes a payment in excess of Fifty Thousand Dollars. The RFP requires that the Contractor provide insurance, an insurance policy contracts transfer these rights to the insurer.</p> <p>Proposers will not be unable to agree to these requirements on behalf of any insurer, will ACTA amend this indemnification language?</p> <p>No.</p>
19	<p>Article 17, 17.1.1 states with respect to commercial general liability insurance, exact structure and layering of the coverage shall be left to the discretion of Contractor, however, any excess or umbrella policies used to meet limits shall be at least as broad as the underlying coverage and shall otherwise "follow form".</p> <p>Please confirm you are seeking excess or umbrella policies that are follow form or at least as broad as the underlying coverage.</p> <p>Correct</p>

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20	<p>Article 17, 17.1.1 b) requires commercial general liability policy contain no endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse or underground property damage.</p> <p>Would ACTA remove this requirement with respect to pollution, coverage would be afforded under the required Contractors' Pollution Liability insurance?</p> <p>No. Article 17.1.2 deals with Contractor's Pollution Liability Insurance with coverage limits not less than \$5,000,000 for each claim in connection with Services under the Agreement.</p>
21	<p>Article 17, 17.3 requires each insurance policy contain wording or be endorsed to contain working making it primary insurance as respects to any other insurance of the Indemnified Entities or additional insureds.</p> <p>Please confirm this requirement does not apply to Workers' Compensation insurance as it is not commercially available.</p> <p>Correct.</p>
22	<p>Article 17, 17.5 requires policies be endorsed to reflect that no cancellation or material modification of coverage or non-renewal until 30 days prior written notice be given to ACTA. The standard is to provide Notice of Cancellation 30 days, 10 Days for Non-Payment, the current Cancellation language found on the standard ACORD form is "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."</p> <p>Will ACTA amend the requirement to industry standard?</p> <p>No.</p>
23	<p>Article 17, 17.6 requires Contractor to provide ACTA copies of all insurance policies upon request. Complete copies of policies contain proprietary information (relating to other contracts/customers) which, given the possible exposure for release under the Freedom of Information Act, we are not permitted to release.</p> <p>Will ACTA remove this requirement and accept a Certificate of Insurance evidencing the required coverage along with the required endorsements?</p> <p>No. It should be possible to redact proprietary information from a policy.</p>

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24	<p>Article 17, 17.1.2 requires the Contractor’s Pollution Legal Liability policy specifically scheduled on the policy as “covered operations”.</p> <p>Would ACTA accept a “blanket” Contractor’s Pollution Liability policy that covers all operations of the Named Insured, therefore, does not contain a schedule of “covered operations”?</p> <p>Yes, if blanket language indicates that the coverage includes all activities contemplated in the Agreement and that such activities are considered as “covered operations.”</p>
25	<p>Article 17, 17.1.2 (d) Contractor’s Pollution Legal Liability insurance policy shall contain no language that would invalidate or remove insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer. A standard pollution policy contains a duty to defend against a “claim” to which the specific insurance applies; it also will provide that an Insurer will not have a duty to defend against any “claim” to which the insurance does not apply.</p> <p>Please confirm this is what ACTA is requiring. If not, please clarify what is required.</p> <p>Correct. Coverage is to include all “covered operations” and any consequence of all covered operation.</p>
26	<p>Reference to Appendix R-Cost Forms page AP-R-2 of 3, we understand that the Grand Total S&C Costs (II-A to II-F) is used to compute the unit rates in II-G, and that II-G should be equal to the Grand Total S&C, but how does the proposer compute the the AEI Readers unit cost and the Signal Maintenance unit cost respectively so that when each total are added together, it will be equal to the Grand Total S&C? (e.g Grand Total S&C = \$500,000; so should it be a) AEI; $500,000/757 = 660.50/\text{unit}$, b) Signal Maintenance; $500,000/4901 = 102.01/\text{unit}$, but when the totals are added, it is = \$1M, not \$500K)</p> <p>Using the \$500,000 grand total example in the question above, some portion of the \$500,000 is attributable to the AEI Readers and the rest to the other signal equipment. If for example \$50,000 is for AEI Readers and \$450,000 is for other signal equipment, then the unit rates for each would be $\\$50,000/757$ units for AEI Readers and $\\$450,000/4901$ units for other. The sum of these would be \$500,000.</p>
27	<p>Reference to Appendix R-Cost Forms page AP-R-3 of 3, letter IV, there is only one box for the % of all the costs (for I, II and III), these costs have different mark-ups, so is it the understanding that this % box will be the average % for all the (3) costs?</p> <p>No. This is general contractor markup. If there are different markups for each category (subcontractor, materials, and other) the proposer should list these markups separately. However, all pricing included in the Forms should contain such markup(s). An addendum will be issued to correct the form.</p>

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28	<p>We would like to request a 2-week extension on the RFP due date to have ample time to source out SBE participation and bid this job accordingly.</p> <p><i>The Proposal Due Date will be extended to October 11, 2017 at 3 pm. An addendum will be issued.</i></p>
29	<p>We understand that Sec. 5.3 is excluded from the 25 pages limit proposal writing, so are Section 5.1 and 5.2 excluded as well?</p> <p><i>Yes. Section 5.0 reads in part:</i></p> <p align="center"><i>“Proposals should not exceed 25 single-sided pages in length, excluding the proposal letter, team member resumes, Financial Statement Information, the Cost Proposal, and SBE Forms/GFE information.”</i></p> <p><i>Sections 5.1, 5.2, 5.3, and the Proposal Table of Contents are also excluded from the 25-page limit. Regarding Section 5.4 (A), evidence of insurance and bonding are also excluded from the limit, as well as any additional supporting documentation beyond summary information for Safety Violations, Claims History, Denial of Award or Prequalification, Completion by Surety, Assessment of Liquidated Damages, and FRA Violations. All additional supporting information can be provided in appendices. An addendum will be issued to clarify these exclusions from the 25-page limit.</i></p>
30	<p>Is the Table of Contents excluded from the 25 pages limit of the technical proposal?</p> <p><i>Yes. See Answer to Questions #29</i></p>
31	<p>Are appendices allowed and are excluded from the 25 pages limit?</p> <p><i>Yes, appendices are allowed for all the requested information that is not part of the 25-page limit. See Answer to Question #29.</i></p>
32	<p>Reference to the RFP, Sec.5.0, we understand that the technical proposal format is to be in sequential order as it appears in the RFP, but can Sec.5.3 – Proposal Letter be first as Section 5.1, and Sec. 5.1.</p> <p><i>Please include the Proposal Letter in Section 5.3 as instructed.</i></p>
33	<p>Are “proofs” that need to be attached to the 25-page limit technical writing excluded, or can the proposer create appendices?</p> <p><i>See Answer to Questions #29</i></p>

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34	<p>Provide proof the Contractor is a registered public works contractor with the Department of Industrial Relations. Name and provide the same information for all participating Subcontractors.</p> <p>If a proposed subcontractor is a Registered Engineer and does not have a Contractor number will a Professional Engineering (PE) registration number satisfy the requirement? (RFP, 5.1 Identification, page 15)</p> <p style="color: red;">Only subcontractors performing public work that is entitled to prevailing wages must be registered with the Department of Industrial Relations. See also Answer to Question #52. An addendum will be issued for clarification.</p>
35	<p>Is it the understanding that the geometry car & track testing at twice a year will be performed by the Railroad, and that Contractor will only provide assistance to the Railroad in conducting the test? (RFP, 3.6.2, page 7)</p> <p style="color: red;">Yes.</p>
36	<p>If the contract is awarded to a company other than the current provider, would the new contractor be subject to a 13C Labor Protection Agreement?</p> <p style="color: red;">No.</p>
37	<p>Will the Agency provide the latest Geometry Car Reports?</p> <p style="color: red;">Will be posted on ACTA website.</p>
38	<p>Will the Agency provide the latest Ultrasonic Rail Testing Reports?</p> <p style="color: red;">Will be posted on ACTA website.</p>
39	<p>Will the Agency provide the 2016 Bridge Inspection Reports?</p> <p style="color: red;">Will be posted on ACTA website.</p>
40	<p>Where applicable, when was the last 5-year structures underwater inspection completed?</p> <p style="color: red;">The last underwater inspection occurred May 31, 2013. See Answer to Question #17.</p>
41	<p>Approximately how many total acres is herbicide applied to per application? (RFP, 3.1, page 3)</p> <p style="color: red;">Under 10 acres.</p>
42	<p>“ACTA Maintained Rail Inventory” Question, (a) Does the Agency consider the non-rail carrying over the trench type structures to fall under the FRA annual bridge inspection frequency? (b) if not, what is the expected frequency on inspection of structures of this type? (Appendix G Structures Inspection-)</p> <p style="color: red;">No, however these bridges should be inspected on an annual basis.</p>

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<u>No.</u>	<u>Questions</u>
43	<p>Is the contractor to assume this price is for material, labor and equipment to remove and replace one individual concrete crosstie under conditions other than standard daily maintenance activities? (Appendix R, (AP-G-3), Page 7, item 8 remove and replace crosstie")</p> <p>Yes.</p>
44	<p>Is the contractor to assume this price is for material, labor and equipment to remove and replace one individual concrete switch tie under conditions other than standard daily maintenance activities? (Appendix R, (AP-G-3), Page 7, item 9 remove and replace switch tie)</p> <p>Yes.</p>
45	<p>Would the Agency consider revising cost item providing quantities for bid purposes including multiple quantities, for example; "Tamping .1 miles up to .5 miles continuous per mobilization (track foot)". "Tamping .5 miles up to 1.5 miles continuous per mobilization (track foot)". "Tamping 1.5 miles and up continuous per mobilization (track foot)". The contractor will assume spot tamping to be done as part of its daily maintenance activities (Appendix R, (AP-G-3), Page 7, item 11 Tamping track foot)</p> <p>Use 1,000 continuous linear feet as the basis for cost per foot for Tamping. An addendum will be issued.</p>
46	<p>Would the Agency consider revising cost item providing quantities for bid purposes including multiple quantities, for example; "Relay Curve Rail 40 lineal feet to 80 lineal feet continuous". "Relay Curve Rail 80 lineal feet to 200 lineal feet continuous". "Relay Curve Rail 200 lineal feet to 500 lineal feet continuous". "Relay Curve Rail 500 lineal feet to 1500 lineal feet continuous". "Over 1500 lineal feet continuous". The contractor will assume plug rail installation to be done as part of its daily maintenance activities. (Appendix R, (AP-G-3), Page 7, item 12 Relay Curve Rail)</p> <p>Use 500 continuous linear feet as the basis for cost per foot for Relay Curve Rail. An addendum will be issued.</p>
47	<p>Normal rail relay conditions would be measured in lineal feet unless this is intended to be a rail transpose operation, transposing low rail to high. Is this the case? (Appendix R, (AP-G-3), Page 7, item 12 Relay Curve Rail)</p> <p>No. This item does not refer to transposing low rail to high rail. An addendum will be issued.</p>
48	<p>What quantity should the contractor base this cost? (Minimum track footage). (Appendix R, (AP-G-3), Page 7, item 11 Tamping)</p> <p>See Answer to Question #45.</p>

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49	<p>Under 4.0 Schedule of the RFP (page 13) the request is for one original and five copies of the Financial Statement Information, however under 5.4 Technical Proposal and Financial Information of the RFP (page 19) the request is for ten copies. How many copies should be submitted, and should it include the most recent three fiscal years? (RFP, 13 and 19)</p> <p>One original and five copies should be submitted for items number 1 (most recent three fiscal years) and 2 (most recent fiscal quarters after the last fiscal year) of the Financial Statement Information. An addendum will be issued changing “10 copies” to “one original and five copies”, consistent with Section 4.0.</p>
50	<p>What quantity should the contractor base this cost? (Minimum lineal footage) (Appendix R, (AP-G-3), Page 7, item 12 Relay Curve Rail)</p> <p>See Answers to Questions #46 and #47.</p>
51	<p>Reference to Appendix R – Cost Proposal Forms, page AP-R-3 of 3, letter IV – Proposed Markup for SUBCONTRACTORS, MATERIALS, OTHER PROCUREMENTS, these have different markups, so would the Authority create (3) % boxes for each?</p> <p>See Answer to Question #27.</p>
52	<p>DIR Registration</p> <p>While we understand the RFP requirements for DIR registration (as reiterated during the pre-proposal meeting), we are encountering numerous instances of SBE subcontractors who do not currently possess the necessary DIR registration, and will therefore be precluded from participating further in this solicitation.</p> <p>i. Please advise if ACTA will consider a relaxation of the timeline for DIR registration to better assist SBE subcontractors wishing to become involved in the ACTA project.</p> <p>No.</p> <p>ii. Please also advise if any of the assumed subcontract scope can be considered exempt from the DIR requirements (for example, security personnel)</p> <p>Subcontractors, such as security personnel, who will not be performing any public work that requires the payment of prevailing wages do not need to be registered with the DIR. An addendum will be issued for clarification.</p>
53	<p>Can the Authority identify the SBE subcontractors who are currently utilized on the existing Agreement?</p> <p>ACTA’s SBE Policy is new and does not apply to the existing Maintenance Agreement.</p>

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<u>No.</u>	<u>Questions</u>
54	<p>The following are in reference to Appendix A – Draft Maintenance Agreement;</p> <p>a) Would the Agency consider amending the final sentence of Section 2.2 of the Agreement to permit the successful bidder to extend its license to access the property to subcontractors? Section 2.2 will be amended by addendum to include the Contractor and its Subcontractors performing the Services.</p> <p>b) General industry standard is for a one (1) year warranty. Would the Agency consider altering section 6.7.6 to reflect this standard, or otherwise limit the warranty to one year after the termination? Significant obligations beyond the termination of the contract makes it difficult for Contractor to re-enter the property to perform the work. No.</p> <p>c) Section 11.6 requires Contractor to reimburse Agency for an unlawful strike or picketing. This puts the Contractor in the position of paying for an illegal action by its employees beyond the scope of their employment. Would Agency consider removing this requirement? No.</p> <p>d) Given that a maintenance yard is not guaranteed, Would Agency consider including a stand-alone pricing line for a maintenance yard in the interests of a transparent bid? No. If a relocation notice is issued these costs will be negotiated at that time.</p> <p>e) Would the Agency consider amending Section 15 to take into account the possibility of an Authority default excusing Contractor from performance? No.</p> <p>f) Section 16.1 requires Contractor to indemnify Agency from a loss arising out of any of Contractor’s acts or omissions, regardless of negligence. Would the Agency consider adopting the same standard for Agency acts or omissions, or otherwise make a “negligence” standard applicable to Contractor? No.</p> <p>g) Section 16.5 requires Contractor to release the Agency from any liability arising out of the condition of the property. Would the Agency consider amending this Section such that the Contractor is not responsible for latent defects? No.</p> <p>h) Section 17.17 requires Subcontractors to carry the same types of insurance except with ACTA’s permission. Given Contractor’s obligation to indemnify the Agency, would Agency remove this requirement? No.</p>