

Myers & Sons/Dokken Engineering
ICTC Calexico East Port of Entry Bridge Widening Project
Requests for Clarification: Public #1

No.	Doc.	Section/Page No.	Cat.*	Question
MS-1	n/a	General	3	<p>Please confirm what work need to be performed on Bridge 3 or any other existing bridge? Do any of the existing girders need to be retrofitted, repainted or sandblasted? Please confirm sealing of existing deck cracks with methacrylate and polyester concrete overlay will not need to be performed on entirety of existing Bridge 3. We understand that the Polyester Concrete overlay shown in the PR is needed to regrade to a new crown to correct for positive drainage. If this is incorrect, please explain?</p> <p>Response:</p> <p><i>The Approved Project Report addresses the extent of the work to be performed on bridge 3.</i></p> <p><i>Sandblasting or repainting the existing girders is not included in the Project Work.</i></p> <p><i>The Approved Project Report Attachment F shows the extent of the bridge 3 polyester overlay.</i></p> <p><i>As noted in Book 2 – Project Requirements Section 17.3.1.2, any seismic retrofit shall be Approved by ICTC. If retrofit is required and Approved by ICTC, the Changes in the Work shall comply with the Design-Build Contract requirements.</i></p> <p><i>The updated Instructions to Proposers <u>Section 1.12</u> posted on the Project website as part of Addendum 5 incorporates this revision.</i></p>

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MS-2	Project Report	Attachments G & M	3	<p>Project Report does not account for the Wingwall/Retaining Walls that will be required along the before/after the south/north tunnel extensions. The extent of the Wingwall/Retaining Walls will be of similar size and scope as the existing walls at the project site. If the Wingwall/Retaining Walls are to be included, please include this requirement and the standards in the next addendum.</p> <p>Response:</p> <p><i>The size and scope of the tunnel extension wingwalls shall match the existing wing walls. ICTC is aware of the cost associated with the tunnel extension wingwalls.</i></p> <p><i>The updated Instructions to Proposers <u>Section 1.12</u> and Form 9 posted on the Project website as part of Addendum 5 incorporates this revision.</i></p>
MS-3	n/a	General	3	<p>How will the credentialing process be performed for workers to be badged and gain access to the site? Once badged and authorized access to the site, what will be the CBP protocol for workers and their vehicles to gain access to the site? Is Security check in required every day for our employees or just badging?</p> <p>Response: ICTC has referred this question to the General Services Administration and received the following response: <i>Only personnel who will be working on site longer than 6 months will be badged. A list of all cleared personnel will be kept at the guard entry booth. Personnel working less than 6 months just show an ID (government issued) and will be checked in and out on a daily basis. Badged personnel must show the badge when entering and exiting the facility.</i></p>
MS-4	ITP	Section 1.12, page 5	2	<p>Seventh paragraph states: "Substantial Completion of the Project will be required to be achieved no later than 460 Working Days following NTP1."</p> <p>Requested revision: "Substantial Completion of the Project will be required to be achieved no later than 460 525 Working Days following NTP1."</p> <p>Response: <i>The 460 Working Days to Substantial Completion is required to meet ICTC's BUILD Grant obligations. It cannot be changed.</i></p>

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MS-5	Book 1	Recitals Page 1	2	<p>Recital letter G and throughout Contract provides statements that there is no right or remedy for reliance on RID and the Basic Configuration. To the extent a material error or defect exists in the Preliminary Engineering Drawings and/or Basic Configuration documents provided by ICTC that adversely impacts Design-Builder's design of the Project, Design-Builder needs to be entitled to time and cost relief for any actual, unavoidable damages. We understand that the requisite due diligence needs to be undertaken in reliance on these documents when establishing our design; however, if there is a material, latent defect or error in these particular documents that feed into our design, we need adequate relief to accommodate the error or defect. The contingency for trying to price this unknown, unquantifiable risk far outweighs the Owner's risk of allowing relief for this event.</p> <p><i>Response: Book 1 – Contract is the Draft Design-Build Contract based on the Caltrans Design-Build Contract Template. As such, the Contract is based on the experience Caltrans has gained while delivering its statewide design-build program.</i></p> <p><i>While ICTC generally agrees with some of the comments and associated suggested revisions we have received, at this time, we continue to review the Draft Design-Build Contract to adapt it to the Calexico East Port of Entry Project and look forward to discussing specific comments and revisions with the Best Value Proposer during Contract negotiations.</i></p> <p><i>Until that time, ICTC does not anticipate posting an updated Design-Build Contract on the Project website.</i></p>

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MS-6	Book 1	Section 2.4.2.1	2	<p>Section 2.4.2.1 provides that ICTC “has the right” to review and comment on certain documents; however, the contract does not provide a protocol for submitting these documents to ICTC or a review period by ICTC. The fact that ICTC “has the right” to review rather than the compulsory “shall review” standard, along with the lack of a review period, makes this review provision vague and open ended. Furthermore, the rolling 14 day comment period has the potential to function as an “evergreen” clause in that ICTC can keep making comments and changing its comments and restarting the 14 days, leaving the Design-Builder with no ability to finalize the documents if it believes ICTC’s comments would cause a defect or error in its design or construction documents. The contract needs to provide for an ICTC review period for these submittals so that we can account for the review period in our schedule. Furthermore, the contract needs to provide a mechanism for Design-Builder to reject comments by ICTC it reasonably believes are in error and/or treat the unaccepted change as an ICTC Directed Change. It is unreasonable to force the Design-Builder to incorporate ICTC comments it believes are in error into its design and construction documents and have those treated as Design-Builder initiated changes, as this section provides. The provision as written could lead to a complete break-down in the progression of the project.</p> <p>Response: See response to Question MS-5.</p>
MS-7	Book 1	Section 6.2.5.1 and 6.2.5.3	2	<p>Section 6.2.5.1 requires the Design-Builder to take the risk of 40 days of delay for delays caused by the utilities. The fact that 6.2.5.2 expressly prohibits counting concurrent delays from different utilities towards the 40 day aggregate, this contingency, in reality, is likely 50 or more days. Each utility will have unique issues and concurrent delays by different utilities should not be treated in a unilateral manner for purposes of impact to our Critical Path. Either the 40 day aggregate should be reduced to 30 days or Section 6.2.5.3 should be revised so that it is clear that any concurrent delays from different utilities will count towards the 40-day aggregate. Otherwise ICTC will be paying for a 50- to 60-day contingency for utility delays that contractors will build into their schedule and price.</p> <p>Response: See response to Question MS-5.</p>

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MS-8	Book 2	Section 6.3.2	2	<p>Third Paragraph: ICTC does not guarantee review times of third parties. Please change this paragraph to state that all third party reviews will run concurrent with ICTC and will have the same review times as outlined in table 6-2.</p> <p>Response: See Addendum No. 5.</p>
MS-9	Book 2	Section 6.4.4.3, and Section 17.3.1.2	3	<p>The ITP requests a seismic assessment of the existing bridge be performed as part of the Type Selection process. Should the seismic assessment reveal that additional strengthening of the steel structure and/or abutment retrofits are warranted - how should this additional scope risk be accounted for?</p> <p>Response: As noted in Book 2 – Project Requirements Section 17.3.1.2, any seismic retrofit shall be Approved by ICTC. If retrofit is required and Approved by ICTC, the Changes in the Work shall comply with the Design-Build Contract requirements.</p>
MS-10	Book 2	3.2.1: Standards, page 3-1 (PDF page 29 of 176)	3	<p>Please provide the Caltrans Deputy Directive DD-19: Media Relations/Public Information document.</p> <p>Response: The Caltrans Deputy Directive DD-19-R3 has been posted on all three Proposer confidential web pages.</p>
MS-11	n/a	General	3	<p>The Mexico contractor has to finish stage 1 before the design-builder can move from Stage 1 to Stage 2. What happens if the Mexico contractor has not completed Stage 1 work? Will the design-builder be compensated?</p> <p>Response: The response to this question is incorporated into the updated Instructions to Proposers Section 1.12 posted on the Project website as part of Addendum 5.</p>
MS-12	RFQ	Appendix A page A-5	3	<p>What type of foundation supports the border fence and how deep are they?</p> <p>Response: ICTC has referred this question to the General Services Administration and Customs and Border Protection for response. ICTC will provide the response as soon as it is received.</p>

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MS-13	RFQ	Appendix A page A-1	4	<p>The recently installed CCTV camera system attached to the light pole on the NB pedestrian crossing will need to be relocated. Is there an as-built for the installation of this? Will the CBP be ok with losing this security feature temporarily while being relocated? There's also an older camera affixed to the farthest tree at the southwest corner of the solar farm area. Is this still active and will it need to be relocated or replaced since the tree will be removed? Are their additional cameras or security features design-builder will need to relocate or replace?</p> <p><i>Response: ICTC has <u>received the following response from referred this question to the General Services Administration and Customs and Border Protection: for response. ICTC will provide the response as soon as it is received. POE is not okay with losing this security feature beyond the necessary time required to move camera from the existing pole to the new location. That time should not exceed more than 4 hours. Not sure what is meant by as-built. Camera positioned on the tree belongs to Border Patrol. We can coordinate movement prior to work in the area commencing.</u></i></p>
MS-14	n/a	General	3	<p>Do we have the ability to close both tunnels simultaneously for an unlimited amount of time? Or are there restrictions on the number of tunnels that can be closed at once or the length of time a tunnel can be closed?</p> <p><i>Response: ICTC followed up with IID and received the following response: The contractor will need to maintain access at all times of one or both tunnels. Construction of the tunnels would need to occur one at a time, access of one tunnel is always required. Length of time for tunnel construction has not been stipulated by IID.</i></p>

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MS-15	n/a	General	3	<p>We have determined temporary lanes closures will be needed for stage construction. Can through lanes be reduced by one lane in each direction to accommodate daytime stage construction?</p> <p>Response: <i>ICTC has received the following response from referred this question to the General Services Administration and Customs and Border Protection; for response, ICTC will provide the response as soon as it is received. Northbound and Southbound traffic on both Cargo and Passenger Vehicle fronts cannot be interrupted during port hours of operation. Daytime stage construction will need to be accomplished during the hours the POE is closed. Please note Cargo Operations is closed on Sundays.</i></p>
MS-16	Book 1	Section 3.2 and 3.3	3	<p>Item d states: "Design-Builder's Warranties and indemnities hereunder cover Errors in the Project even though they may be related to Errors in the Basic Configuration or RID." 3.3.2 states: "ICTC DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED IN THE BASIC CONFIGURATION AND RID IS EITHER COMPLETE OR ACCURATE OR THAT SUCH INFORMATION CONFORMS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE FOREGOING SHALL IN NO WAY AFFECT ICTC'S AGREEMENT HEREIN TO ISSUE CHANGE ORDERS IN ACCORDANCE WITH SECTION 13." Request adding: "The Owner is not aware of any misrepresentations in RIDs and acknowledges that bidders are using the RIDs to formulate their bids."</p> <p>Response: <i>See response to Question MS-5.</i></p>
MS-17	Book 1	Section 5.3.2	2	<p>Providing a "written action plan" for a differing site condition within 1 working day of notification/discovery is not reasonable or achievable. The Contract needs to provide at least 10 working days for the Design-Builder to provide a written action plan after notification to ICTC.</p> <p>Response: <i>See response to Question MS-5.</i></p>

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MS-18	Book 1	Section 18.1.1, 18.1.1(h)	1	<p>18.1.1, fourth paragraph states: “With respect to third party Claims against the Design-Builder, the Design-Builder waives any and all rights of any type to express or implied indemnity against ICTC, its directors, officers, employees, or agents.”</p> <p>Comment: This means we waive indemnity rights against the owner, even if the owner caused the loss. We request striking this language.</p> <p>Section 18.1.1(h) relates to purely consequential damages and should not be included as an indemnity provision. Without property damage or bodily injury, a third party has no legal right to make a claim against a party with whom it has no contractual privity. Furthermore, pure loss of profit and consequential damages are not insurable or quantifiable and are unquantifiable risk that the construction industry typically can’t accept.</p> <p>Response: See response to Question MS-5.</p>
MS-19	Book 1	Section 18.1.4	1	<p>Section 18.1.4 includes a highlighted note to potentially remove; this section needs to be included. Pursuant to the above statement on this issue, consequential damages are not insurable or quantifiable and need to be expressly waived by both parties. This waiver is widely accepted across the nation by public agencies.</p> <p>Response: See response to Question MS-5.</p>
MS-20	Book 2	Section 6.3.3	2	<p>Review Process. Paragraph three states that there is no limit on resubmittals. Please change this paragraph to limit resubmittals on two resubmittals and add that reviewers cannot add new comments after their initial review and any resubmittal is only intended to address initial comments from reviewers.</p> <p>Response: See Addendum No. 5.</p>

***Categories**

- 1: A potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Proposer from submitting a Proposal.
- 2: A major issue that, if not resolved in an acceptable fashion, will significantly affect price or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal.
- 3: An issue that may affect price, or another material issue, but is not at the level of a Category 1 or Category 2 issue.
- 4: An issue that is minor in nature, a clarification, or a comment concerning a conflict between documents or within a document.