

**Clarifications No. 4 – June 21, 2011 – San Mateo 101 Ramp Metering Design-Build Project Contract No. 04-2A7904**

RFC No.	Class	Document	Section	Clarification	Response
49	2	Book 3	5-72	<p>What rate plan does Caltrans want to use with AT&amp;T on the GPRS wireless modem connection? If effects which Model we design into the system. Please see the web link below for rate information from AT&amp;T.</p> <p><a href="http://www.wirelessmobiledata.com/ATT_RATEPLAN.JPG">http://www.wirelessmobiledata.com/ATT_RATEPLAN.JPG</a></p>	<p>The modem and associated firmware, software, hardware, protocol, and other features shall be fully and completely compatible with the existing GPRS network currently in use. The existing GPRS network utilizes the AT&amp;T Wireless (now Cingular) cellular system (band compatible with this modem), the AirLink Raven GPRS modem, and the AirLink Gateway.</p>
50	4	ITP	Article 16.1.2 –Right to Cure	<p>Compliance with insurance (§ 16.1.1(h)) is often a subjective thing, and should not subject us to immediate termination without the opportunity to cure.</p>	<p>The Department has considered the issue presented by the Proposer and decided to not modify the position reflected in the RFP documents at this time.</p>
51`	4	ITP	Article 18.1.1 – General Indemnities	<p>This Section reads in part:</p> <p>“With the exception that this section shall in no event be construed to require indemnification by the Design-Builder to a greater extent than permitted by law, the Design-Builder shall <b>defend</b>, indemnify and hold harmless the State and the Department,...</p> <p>Except as otherwise provided by law, the indemnification provisions above shall apply <b>regardless</b> of the existence or degree of fault of Indemnitees....</p> <p><b>The Design-Builder’s obligation to defend and indemnify shall not be excused because of the Design-Builder’s inability to evaluate liability or because the Design-Builder evaluates liability and determines that the Design-Builder is not liable to the claimant.</b> The Design-Builder will respond within thirty (30) days to the tender of any claim for defense and indemnity by the Department, unless this time has been extended by the Department. If the Design-Builder fails to accept or reject a tender of <b>defense and</b> indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Design-Builder under and by virtue of the contract as shall be reasonably necessary by the Department, may be retained and withheld by the Department until disposition has been made by the Claim or suit for damages, or until the Design-Builder accepts or rejects the tender of</p>	<p>The Department has considered the issue presented by the Proposer and decided to not modify the position reflected in the RFP documents at this time.</p>

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				<p>defense, whichever occurs first.</p> <p><b>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 the Department, its directors, officers, employees or agents.</b></p> <p>Subject to Section 18.1.3, Design-Builder shall release, indemnify, <b>defend</b>, and hold harmless Department and its agents... “ (Emphasis added.)</p> <p>The defense language here could expose us to extremely high defense costs. The provision would also require us to indemnify against losses caused by the Indemnitees’ negligence, and to waive our indemnification rights if faced with third-party claims.</p> <p>Recommend <u>deletion of</u> all of the language in bold font and insert the language underscored below. With these changes these excerpts shall read:</p> <p>“With the exception that this section shall in no event be construed to require indemnification by the Design-Builder to a greater extent than permitted by law, the Design-Builder shall indemnify and hold harmless the State and the Department,...</p> <p>Except as otherwise provided by law, the indemnification provisions above shall <u>not apply to the extent</u> of the existence or degree of fault of Indemnitees....</p> <p>The Design-Builder will respond within thirty (30) days to the tender of any claim for defense and indemnity by the Department, unless this time has been extended by the Department. If the Design-Builder fails to accept or reject a tender of indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Design-Builder under and by virtue of the contract as shall</p>	

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				<p>be reasonably necessary by the Department, may be retained and withheld by the Department until disposition has been made by the Claim or suit for damages, or until the Design-Builder accepts or rejects the tender of defense, whichever occurs first.</p> <p>Subject to Section 18.1.3, Design-Builder shall release, indemnify, and hold harmless Department and its agents... “</p>	
52	4	ITP	Article 18.1.2 – Design Defects	<p>This Section reads in part:</p> <p>“Subject to Section 18.1.3, Design-Builder shall release, indemnify, <b>defend</b> and hold harmless Indemnitees...” (Emphasis added.)</p> <p>The defense language here could expose us to extremely high defense costs.</p> <p>Recommend delete “defend”.</p>	The Department has considered the issue presented by the Proposer and decided to not modify the position reflected in the RFP documents at this time.
53	3	BOOK 2	General Comment	Please confirm that a CAD submittal of the project drawings will only be required for the as-built submission.	Yes, confirmed
54	3	BOOK 2 & RIDs	Section 4.3 pages 4-5 and 4-6	<p>ESA Delineation is shown on RIDs so it would be assumed that consultation/meetings were held with regulatory agencies. Is this delineation approved by regulatory agency as is on the RIDs? Can the backup information or maps of this consultation be provided to understand history?</p> <p>Environmental permits are identified as being a requirement and are a costly item to perform which affect bid price, so it is necessary to have all available information provided permits from regulatory agencies.</p>	<p>ESA delineation was determined by the Department’s District Biologist during field reviews. In addition, the proposed ESA limits are based on the Department’s preliminary design and scope of work. The actual ESA limits may vary depending on the Design-Builder’s final designs and the approval of the reviewing regulatory agency. No formal approval from any regulatory agency has been obtained at this point since no formal permit has been submitted.</p> <p>For locations 12 and 13, it is anticipated that an Administrative BCDC permit will be required.</p> <p>For further background on ESA fencing, the following information is provided:</p> <p>Location 15; Holly St and Location 16 Harbor Blvd: A wetland area with cattail plant species is approximately 10 feet from the work area.</p>

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					<p>Location 18, Route 92 WB Loop : A drainage path located within the loop ramp may contain water in the wet seasons and could be classified as waters of the state.</p> <p>Location 22/23, SFO Domestic Terminal : The project location is adjacent to wetland habitat, west of the site. This wetland is known for occurrences of California red legged frog;</p> <p>Location 24, San Bruno Ave : This wetland is known for occurrences of California red legged frog</p>
55	3	BOOK 2	Section 13  Pages 13-1 through 13-4	<p>What design criteria will be required for the modification of the existing sign structures or barrier structures or falsework? Please clarify if LRFD will be required. Will LRFD criteria be required for the modification of existing bents supporting new and/or modified sign structures? Will new sign and barrier structures, including any standard sign structures, be required to comply to LRFD criteria? If so, have these specific standards been updated to reflect the revision to LRFD? Which elements will require review from HQ-Structures?</p>	<p>The American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, Fifth Edition with Interim Revision(s) (LTS-5) constitutes the primary Department design specifications for structural supports for sign structures. The Department's Standard Plans and Standard Specifications are valid for use. If project conditions require a new structure with significant deviations from these standards, the design must meet the requirements of LTS-5.</p> <p>The Standard Details of barriers published by the Department comply with current AASHTO Specifications including the California Amendments and have been crash tested. Any elements that do not follow these plans, need to also comply with the current specifications including the California amendments and Crash Tested.</p> <p>New falsework is designed by the Design-Builder according to "Industry Standards" and checked by the Engineer according to Department's "Falsework Manual" guidelines.</p> <p>It is unlikely that the bents of a bridge need to be modified to accommodate a new EMS sign structures.</p> <p>The Department's Standard Plans and Standard Specifications are valid for use.</p> <p>All structural elements need to be reviewed by the Department as part of the review processes.</p>

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56	3	BOOK 2	Section 11 Exhibit 11-B	Some of the design exceptions provided in the RIDs have as-builts or an aerial photo as a base map which are very difficult to read. Can a cleaner copy or color copy be provided that is more legible?	A cleaner copy of design exceptions will be provided in the RID.
57	3	BOOK 2	Page 5 of 161	Who will help coordinate our schedule with other contractors? What other projects are in the same area on concurrent schedules?	<p>Section 1.3.4 states that “Upon written request from the Design-Builder, the Department will furnish a list of ongoing contracts within the Project limits.” Design-Builder is required to coordinate with adjacent contractors.</p> <p>At this time there are two potential projects in the Project vicinity:</p> <p>Project 04-4A9234, San Mateo Smart Corridor project, is a \$10.2M TOS construction project from San Bruno to Redwood City on El Camino Real and at select off-ramps on US-101. Project is currently awaiting funding.</p> <p>Project 04-4A9224, a sister \$6.5M Smart Corridor project on local right of way will construct TOS on local streets to and from US-101 to El Camino Real, at select arterial streets from San Bruno to Redwood City. Project 04-4A9224 is scheduled for construction concurrently with 4A9234.</p>
58	3	BOOK 3	Page 2-2	The wording of Paragraph 13 seems extreme. Please clarify the intent of this requirement, and expand on “shall be construed to be mandatory requirements unless the context requires otherwise” and “when the context either requires or does not require a provision to be mandatory”.	The intent of the paragraph is to clarify language that is generally used as guidance for Department staff into contract language. There may be instances when the context clearly indicates that provisions should not be mandatory.
59	4			Will the cost of COZEEP be Caltrans’ or Design-Builder’s responsibility?	COZEEP cost will be the responsibility of the Department.
60	4			Please confirm only 1/3 mile of mainline closure is allowed.	The correct maximum length of a single stationary lane closure shall be 1.0 mile. This correction will be reflected in a future addendum.