

RFP Questions and Responses
I-65 Northwest Indiana Major Moves 2020 Expansion Project
Qualified Proposer Submissions as Comments as of ~~July 22~~August 5, 2016

Seq #	Doc. and Section #	Comment(s)	INDOT Response
1.	PPA, 9.1.4	Will INDOT accept a Contractors Pollution policy with \$2 million occurrence/\$4 million aggregate limits in lieu of the new requirement that this policy have \$10 million occurrence/\$10 million aggregate limits for a 10 year period? INDOT does not typically require this coverage on INDOT projects at all. The cost to obtain this level of coverage would add significant premium costs to the project and is not warranted for this type of project.	See revisions to PPA <u>Section 9.1.4</u> set forth in Addendum 2.
2.	PPA, 9.1.5	Will INDOT accept an umbrella/excess policy that is not project specific or contain a “limits exclusive to the Project” requirement? INDOT does not typically require such coverage terms, and the cost to obtain such coverage would add significant premium costs to the Project.	No change
3.	PPA, 9.1.7	Builder’s Risk policies are not typically required for road construction projects by INDOT. The contractor’s customary Installation Floater would provide similar coverage. This would result in no additional premium cost to the Project.	No change
4.	PPA, 9.1.9	Aircraft liability – INDOT has indicated this coverage would not be required. Will INDOT change the reference in this section to “Not Used?”	No change. See PPA <u>Section 9.1.9</u> which states that Aircraft Liability insurance is only required “in all cases where any aircraft is used on the Project...”
5.	PPA, 17.3.2	17.3.2 states Design Build Contractor (DBC) will be responsible for repair of lights and outages, and replace pole knockdowns. Will this be paid directly, or is DBC to include cost in proposal? <u>Suggest such maintenance be paid via pursuit of insurance of damaging party, or direct payment to DBC via force account per occasion.</u>	See <u>Section 12.1.2</u> of the PPA, Items Included in Contract Price. See also changes to PPA <u>Sections 17.3.2</u> and <u>17.3.3</u> set forth in Addendum 2.
6.	TP 4.1.2	4.1.2 states “DBC may work 24 hours per day, 7 days per week...” then states “no Construction Work from noon the day before a holiday until sunrise the day after the holiday”. INDOT Standard Spec 101.26 designates All Sundays as a holiday; <u>please issue exemption for Sundays.</u>	See revisions to PPA <u>Section 4.1.2</u> set forth in in Addendum 2.
7.	TP 4.1.6	4.1.16 states “DBC shall perform all required maintenance during construction...” It is understood of the DBC responsibility to provide maintenance for field office areas, etc., or for repair events caused by DBC’s operations, however, requiring the DBC to be responsible for all maintenance due to preexisting conditions is a large risk which will be reflected in the proposal price. <u>Suggest direct payment to DBC via force account per maintenance occasion.</u>	No change.
8.	PPA 17.7.2 & 18.1	The document contains an exclusion for recovery of consequential damages but then carves out 5 instances in which the DBC is liable for consequentials including, in 17.7.2 © all the DBC’s indemnities in the PPA. Those indemnities include, in addition to 16 other categories of damages, breach of contract as set out in Section 18.1.1 (a) breach of contract. Will the Owner delete these carve outs of the exclusion?	“See revision to PPA <u>Section 17.7.2 (c)</u> set forth in Addendum 2. The carve-outs from the consequential damage waiver are intended to ensure that INDOT retains the rights otherwise provided to it under the PPA and does not lose protection should Design-Build Contractor attempt to later claim that such damages are “consequential.””

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9.	ITP 4.4.1 Sheet 38	<p>4.4.1 states, "...and (iv) only five (5) certified copies of technical/design drawings that are referenced in Proposer's Technical Proposal."</p> <p>Per Exhibit E, Volume 2 Appendices shall include these Technical/Design Drawings in addition to Key Personnel.</p> <p>Please confirm it is acceptable to submit only five certified copies of Key Personnel Resumes in addition to other documents included in Volume 2 Appendices.</p>	See revision to ITP <u>Section 4.4.1</u> set forth in Addendum 2.
10.	ITP 4.4.1 Sheet 38	<p>4.4.1 states, "All of the binders comprising the original Technical Proposal, together with an electronic copy of the entire Technical Proposal...shall be packaged in a single container clearly addressed to INDOT as provided herein.."</p> <p>Please confirm that it is INDOT's intent that in the Original Technical Proposal container, there shall be no Volume 1 Appendices binder and no Volume 2 Appendices binder within this container to conform with the requirement that Proposers do not have to provide originals of the technical/design drawings or the executed contracts, term sheets, or heads of terms.</p>	See revision to ITP <u>Section 4.4.1</u> set forth in addendum 2.
11.	ITP Section 2.11.1 & Exhibit B, 3.2.5 and ITP Form E	Key Personnel includes an Erosion and Sediment Control Manager in ITP Section 2.11.2. In Exhibit B, 3.2.5, Storm Water Quality Manager is listed as Key Personnel. Please advise as to which position is required and correct in Form E.	See revised ITP Exhibit B and ITP Form E set forth in Addendum 2.
12.	ITP, Exhibit B, 5.1.1.b.iii/v & 5.1.5.c	The requirement for 5.1.5.c is nearly identical to the requirement covered under 5.1.1.b.iii and v. Please clarify intent of section 5.1.5.c or remove from the ITP.	See revisions to ITP <u>Exhibit B</u> , Section 5.1 set forth in Addendum 2.
13.	ITP General	Please confirm that documents within the Volume 2 Appendices may be in 11x17 format and bound in an 11x17 binder.	See revision to ITP Exhibit B, Section 3.2.5, set forth in Addendum 2. Also see ITP Section 4.3, Format, which states that "...an 11x17 format is required for technical/design drawings..." This Section also indicates that "Technical/design drawings and schedules in 11 by 17-inch format that comprise large continuous portions of the Proposal (i.e., more than 10 continuous pages) shall be bound in an appendix such that the 11 by 17-inch sheets are not folded."
14.	Tech. Provisions 7.2.1, items 2 & 4	<p>The new language in Item 4 appears to contradict with the language in Item 2. Please clarify the following:</p> <ul style="list-style-type: none"> - Does the Item 4 requirement to "provide a 2-ft offset from edge of paved shoulder to the face of barrier or guardrail for shoulder less than 12-ft" apply to the median (inside) shoulder? Item 2 states that "where concrete median barrier or guardrail is present... a minimum 10-ft paved shoulder is required". Following both requirements, a 12-ft minimum shoulder (inside and outside) is required when guardrail or barrier is present. 	See revised TP Section <u>7.2.1</u> set forth in Addendum 2.
15.	7.2.1, item 3	Please clarify the limits of full-width added travel lane for northbound and southbound. Is it expected to carry the full width pavement to RP 239+00, with pavement markings delineating the lane drop? Or can the full width pavement be tapered with the lane drop north of RP	The requirements are set forth in TP <u>Section 7.2.1</u> , item 3. The approved CE limits extend south to 189 th Avenue.

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		239+00?	
16.	TP 7.2.1, item 3	The Technical Provisions state that “the outside shoulder width shall be 12 feet”. For mainline bridges being widened (Wirtz Ditch, SR 2, US 231), the existing outside bridge shoulder widths vary from 10' to 10'-6". Is it intended for these bridges to be widened to the outside to meet the 12' outside shoulder width requirement in the Technical Provisions?	See revisions to TP Section 13.2 , items 28 & 29 set forth in Addendum 2.
17.	TP 7.2.1 (3)	In addition to the mainline outside shoulder, is it the intent for the outside shoulder to be widened to 12 feet on interchange entrance and exit ramps in accordance with Indiana Design Manual Sections 48-4.01(07) and 48-4.02(07)? (TP 8.3 states min. 4 foot shoulder to remain while adding 8 feet of proposed HMA to equal a 12 foot shoulder. For PCCP sections, additional 2 foot of PCCP pavement will be placed next to the existing 10 foot shoulder to equal a 12 foot shoulder.)	See revisions to TP Sections 7.2.1 8.3 set forth in Addendum 2.
18.	TP 7.3.2 Sheet 7-2	Please provide traffic volume projections, FWD, and pavement cores for the four following roads over I-65: 93rd Avenue, 113 th Avenue, 137 th Avenue, and 153 rd Avenue. Pavement design for the approaches cannot be provided without this information.	No traffic data will be provided for these roads. See revisions to TP Section 8.2 set forth in Addendum 2.
19.	TP 8.2.2 Sheet 8-1	Will the design life for the full-depth pavement be 20 years in accordance with IDM Figure 304-14A, for all the criteria listed in IDM Figure 304-14B? If so, will the RID pavement design be updated since it only provides an 18-year service life?	See revisions to TP Section 8.2 set forth in Addendum 1.
20.	TP 9.3, Item 9 Stormwater Detention	Please consider the following change to this section: <i>“Water quantity control only applies to Section C and only at culverts and bridges that convey flow beyond State Right-of-Way and shall be designed by the Design-Build contractor so that runoff discharge from added impervious areas for the post-project one percent exceedance probability storm event shall be equal or less than runoff discharge from the pre-project ten percent exceedance probability storm event. Water quantity control basins cannot be located in non-permitted wetlands or the one percent exceedance probability storm event floodplain of Beaver Dam Ditch or Wirtz Ditch.”</i>	See revisions to TP Section 9.3.9 set forth in Addendum 2.
21.	TP 9	Please confirm the requirements in TP 9 apply only to Segment C, and there will be no drainage work required in Segments A and B (i.e. there will be no improvements to culverts, inlets, storm drains, slotted drains and no water quantity control in Segments A and B).	Unless the existing conditions are modified by Design-Build Contractor’s design, culverts in Section A may remain as-is. See revisions to TP Section 9 and TP Attachment 9-3 set forth in Addendum 2.
22.	TP 9.3, items 5 & 6, Median and Slotted Drains	Please confirm that the NRCS Unit Hydrograph method may be used for discharge computation in accordance with IDM Fig. 202-3A.	Confirmed per Indiana Design Manual.
23.	TP 9.3, item 6,	Please consider using the 2% annual EP storm for median drainage, which is the design storm	No change.

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	Median Drainage	for a roadway drainage system hydraulic grade line per IDM 203-4.04(05), and Figure 203-4A	
24.	TP 9.2, Culverts	Please confirm that small structures with diameter less than 36-inch may be removed, in lieu of replacement if they do not discharge off State R/W (i.e. equalizing pipes from original design). Downstream receiving culverts will be analyzed accordingly.	Drainage design shall be in accordance with TP <u>Section 9</u> , the Indiana Design Manual and all other applicable requirements of the PPA Documents.
25.	TP 13.2, item 17 13-2	Is scour analysis required for Q500 for bridge widening? The underlying issue is that section 408 in the structures part of the IDM states that it should be Q500 not Q100 for the foundation and minimum pile length. We are assuming HNTB will provide us the Q500 scour depth as soon as possible with INDOT's approval letter, as we cannot finalize pile analysis without this information.	Scour analysis shall be per the Indiana Design Manual. INDOT will not be providing any additional data regarding scour depth.
26.	TP 13.2	For Item 14, can the Virtis files on record at INDOT be supplied to the Design/Build Team?	INDOT will post, if available, the requested Virtis files in a future RID update.
27.	TP 13.3.11, Item 8	In Section 13.3.11, Item 8, it discusses the existing access road on the north bank of Kankakee River. Please verify the minimum height and width requirements for this access road.	See revisions to TP <u>Section 13.3.11</u> , Item 8 set forth in Addendum 2.
28.	TP 13.3.11, Item 8	In reference to Section 13.3.11, Item 8, what are the allowable construction closures for the north bank access road?	See revisions to TP <u>Section 11.3.9</u> set forth in Addendum 2.
29.	Tech. Provisions 13.5, Item 1	Per the current (approved) Noise Analysis included in the approved NEPA document, there are no reasonable and feasible noise barriers within the study limits. Our team has investigated the project area and found that many additional properties have been built that were not included in the original noise analysis, with continued development in the area. It appears that at least one noise barrier will be both reasonable and feasible. Please clarify whether the additional cost is to be covered under an INDOT change order or if those costs are the responsibility of the Design-Build Contractor. In addition, please advise regarding how changes to the NEPA document will be handled, along with who is required to provide that coordination.	Refer to specific PPA sections for eligible changes. See also revisions to TP <u>Section 6.4.3</u> set forth in Addendum 2.
30.	TP 13.3.8	The outside beams were replaced in contract B-24466 for I-65 over Wirtz Ditch. The beams that were replaced had only had 6 strands compared to the existing beams which had 18 strands. When analyzing these beams for widening the outside shoulder, the beams fail and must be replaced. It also appears that these beams are under designed and do not work with the existing configuration. Please confirm that these beams should be replaced and give us final direction.	All original beams were replaced in Contract B-24466 under a construction change. The shop drawings for the beams will be posted to the RID. INDOT performed load rating using these beams, and concluded the bridge meets the required load rating. Additionally, no widening is required to the outside per Addendum 2 to TP Section 13.2.28a: "The outside shoulder width shall match the existing shoulder width."

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31.	RID – 14 Utilities	Please provide the SUE data, including the depth of the utility, for the parallel run of ITS fiber option lines throughout the project.	This data is provided in the RID.
32.	PPA Section 11.1.1	This requirement states: "Design-Builder warrants: b) project shall be free of defects, including design errors....". This requirement needs to be deleted in order to avoid invalidating designers' project-specific professional liability policy coverage that could respond to a designer's error on project.	See revisions to PPA <u>Section 11.1.1</u> set forth in Addendum 2. Warranties do not invalidate professional liability coverage. While the insurer will not cover contractually assumed obligations, it will cover the negligence of design professionals.
33.	PPA Section 9.3.2	This section requires liability insurers to agree in writing to work with INDOT on potential claim matter. The Insurer is already bound to work in good faith with parties included in policy. Failure of this protocol could apply a "bad faith claim" status upon insurer and affect future financial rating of insurer. INDOT/IFA will be added to policy as "Indemnified Parties". We suggest to delete the portion of the statement "shall require its liability insurers to agree in writing to". We have included an attachment to this Form P from a sample project-specific policy evidences the Settlement Provisions and the extent of the insurers ability to work together.	See revisions to PPA <u>Section 9.3.2</u> set forth in Addendum 2. The intent of this provision is to ensure that neither Design-Build Contractor nor its liability insurers act or fail to act in such a way that prejudices INDOT (such as waiving statutory defenses or causing INDOT to violate statutory timeframes associated with claims).
34.	PPA Section 9	PPA Section 9 (First Paragraph) states "continuously maintain in full force & effect the insurance coverages specified in Section 9." This leads us to believe that any claim against the project-specific policy limits needs to be re-established continuously throughout the term. Depending on the claim-size (i.e. a very large claim) there may not even be an option to re-established the policy limits. The following PPA sections also alludes to the same issue: 1) Section 9.1.6 "shall obtain & maintain....with limits not less..." 2) Section 9.8 "limits under Section 9 are adequate to protect Design-Build Contractor...or would not preclude INDOT from taking actions available under the PPA or otherwise at law." This reiterates that limits under the PPA for PL may need to be higher than indicated or if limits reduced by claims need to be re-established in order to address a future claim. A potential solution is that the Design-Builder could purchase higher limits per claim and also in the aggregate. However, should even the initial purchase of higher limits may not be enough, Section 9.2.8 may come into effect since no insurer globally would offer additional limits on this scarred project with high existing claims. Only the designers practice policies potentially could offer relief...albeit not equivalent to project-specific dedicated limit. So design team may have to assist D-B in reducing Contract Price per 9.2.8. We suggest that the PPA be modified that in such circumstances where team purchased higher PL limits initially to safeguard potential claims, that if designers practice polices are required to support the remainder of the project and extended (5) year period...then no reduction in Contract Price would be levied by INDOT/IFA.	No change.

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35.	PPA Section 18	This section states "Design-Build Contractor shall defend...from any and all Third Party Claims..." Under Section 18 letters a), b), c), d), have language including "alleged" which incorporates defending INDOT/IFA even if D-B or designers are not negligent. We recommend the IFA delete "defend", also delete "from any and all" and replace with "from all negligent acts from Third Parties...".	No change. See also the limitations on Design-Build Contractor's indemnification obligations with respect to third party Loss set forth in <u>Section 18.1.3</u> of the PPA.
36.	PPA Section 18(o)	"Defects" is capitalized but still not defined in PPA. Using a lower case the "D" in defects would also remedy this situation.	See revisions to PPA <u>Section 18.1.1(o)</u> set forth in Addendum 2.
37.	TP 1.2 Project Identification	Des 1600318 I-65 from SR 10 to SR 2 incorrectly listed	See revisions to TP <u>Section 1.2</u> set forth in Addendum 2.
38.	ITP 1.4.2 Section C (D) Project Design Features, TP 1.2 Project Desc & TP 9.2 Culverts	Des 1006741 Pipe Liner 2.64 miles north of SR 10 is not within Section C limits. This culvert has a rating of 5. TP 9.2 states if rating less than or equal to 5, culvert to be replaced. Project description and des no. identification states pipe lining. Pipe lining allowed for this culvert instead of replacement?	See clarification in revised TP <u>Section 9.2.2</u> set forth in Addendum 2.
39.	TP 2.1.2 Hold Points	Anticipated Hold Points for design include items that are not required including Lake, Newton and Jasper County Drainage permits. Confirm notifications are only requirement.	See revisions to TP <u>Section 2.1.2</u> set forth in Addendum 2.
40.	TP 7.2.1 (4)	"provide a two foot offset from the edge of the paved shoulder to the face of the barrier or guardrail for shoulders less than 12'." Does the additional two feet offset have to be paved shoulder?	See Indiana Design Manual. See also, revisions to TP Section 7.2.1 set forth in Addenda 1 and 2.
41.	TP 7.2.2 Specific Design Requirements	This section states INDOT legal warranties and representation. These legal statements and requirements should be contained within the PPA not the TP	See revised TP <u>Section 7.2.2</u> set forth in Addendum 2
42.	RID 3	Will reference/concept plans for the project (road, bridges, MOT, etc.) be provided as INDOT / IFA has done on all other major design-build projects?	See revisions to TP <u>Section 7.2.2</u> set forth in Addendum 2.
43.	TP 11.3.8 Table 11-2	What are the allowable construction lane closures for the Kankakee River bridge construction?	All plans have been provided in the RID. INDOT does not anticipate adding any additional files.
44.	TP 6.2.2	Any changes to the project that result in additional impacts to streams, lakes, review, wetland or other water shall require DB to amend the Section 404 permit. We were told informally that the permit assumed all ditches within the right of way would be covered in the permitting. Since no construction limits were provided or additional information please state what was physically covered in the permits and provide exhibits so that we can cover the permitting correctly as necessary for the project cost and time.	No change. Closures shall be in compliance with the INDOT lane closure policy per the Indiana Design Manual.
45.	TP 7.2.2 Specific	Shouldn't any claim and loss discussion item be addressed in the PPA and not in the TP?	See TP Attachment 6-2. Draft permit applications, based on the Reference Plans, will

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	Question 1		be posted in the RID.
46.	TP 7.2.2 Specific Question 2	The specific design requirements apply only to the design of the roadways and as otherwise set forth in these Technical Provisions. INDOT does not warrant the accuracy or completeness of the information in the specific design requirements, including any information, data, extrapolations, or interpretations of current or future or future traffic or composition of traffic and specifically disclaims the Specific Design Requirements for any purpose other than the design of the roadways or such other purposes set forth in the Technical Provisions. (INDOT seems to be stating that the traffic data is not valid for use for the bidding of the contract and that the DB has to come up with design traffic data independently and if less than the INDOT's that INDOT's data be used. Can you confirm this or clarify what was can or cannot be used for the Roadway design criteria for this project?	See response to Comment No. 41 above.
47.	TP 6.2.2.	Wetland impacts: It was our understanding that all the ROW was assumed to be covered in the compilation of the permits. Based on the "Non-Permitted Wetland Areas that is not the case." The preliminary detention design states that areas shown can be used for detention but based on wetland map provided in attachment 6.2 that does not appear to be the case. Can wetland banking be done or does INDOT have a designated offsite area established where mitigation for these losses can be done? Where is contractor supposed to mitigate these items if INDOT has not considered that in the design of their preliminary detention? I.e., station 1135+00 outside ditch along ramp shows a wetland that overlaps with a proposed detention site.	See response to Comment No. 41 above.
48.	TP 6.2.1	It appears that as long as the DB team stays within the INDOT right of way that a Lake County Drainage Permit is not required and that we will just be designing to meet INDOT requirements for storm water quality, volume and detention. Please confirm that this is the case or clarify as necessary so that we can correctly bid the project.	See revisions to TP <u>Section 2.1.1</u> set forth in Addendum 2.
49.	TP 6.2.1	There are some regulated drains that will need be permitted via the Lake County process. Will any special requirements be necessary at these locations verses the INDOT standard requirements or will a meeting be held with DB and Lake County?	A sample regulated drain notification is included in the RID, Section 09.4
50.	TP 6	Deliverables: "Prior to Construction for permit modifications". Please confirm that modifications can be done for constructible phased sections of the project versus the entire project. Final design will need to be done prior to submitting modifications to permit. This affects project scheduling and final deliverables.	While phased permit modifications have been accepted on past projects, it is up to the permitting agency whether phased permit modifications will be acceptable.
51.	TP 7.2.1	A general description was provided for the additional lane terminus location. This will result in slightly different designs from the DB teams. Will INDOT provide the station locations so everyone is bidding the same quantities or will this be left to the DB to determine?	No change. Lane reduction shall be in accordance with AASHTO Chapter 10 which specifies the minimum required full width lane length and taper.
52.	TP 7	RID plans don't show 2% cross slope nor does the Roadway design criteria call out this. It	No change. Cross slopes shall be designed in accordance with the Indiana Design

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		was stated in our meetings that this was required but based on information it could be assumed that cross slopes are adequate and that the plans only require an overlay that follows the existing cross slope. Please confirm or clarify this so that all of the DB teams are bidding based on the same information.	Manual.
53.	TP 9.4	Hydraulic Capacity Report is required for culverts. Where is Design check and report for storm sewer and detention design? Are these part of hydraulic capacity report or done as separate submittals?	See revisions to TP <u>Section 9.4</u> set forth in Addendum 2.
54.	TP 9.3.2	The reference plans provided currently don't show the construction limits or grading. Some of these ditches may be too shallow to obtain this requirement to work without grading out deeper ditches. The current documents seem to imply that no additional grading will be necessary. Has this been looked at and does INDOT have the ROW to do this if ditch regrading is required?	The design of the underdrains must meet the requirement as stated in TP Section 9, the Indiana Design Manual and any other applicable requirements in the PPA Documents.
55.	Technical Provisions Section 13.5	Based on the environmental document approved and provided, no noise barriers are required based on the current design. It is our understanding that if the pavement grade is not substantially changed from the proposed graded and the lanes are not permanently moved closer to receivers that an additional review of the model submitted with the RID documents will not be required. A review and resubmittal will only be required if the design changes. Would you please confirm that or clarify this requirement.	A technical memorandum will need to be submitted. See revision to TP <u>Section 6.4.3</u> set forth in Addendum 2.
56.	Reference Plans and Documents	The reference plans imply that the existing superelevations are adequate and will match the existing cross slope in kind. Is that correct or will adjustments be needed to get a higher superelevation than the existing pavements cross slope?	Superelevation must meet the requirements of the Indiana Design Manual.
57.	Technical Provisions Section 13.6	Noise Analysis and Noise Barrier Locations with stage 1 plans? (Stage 1 plans are not final plans and are subject to change. Is INDOT requesting that this be done at Stage 1 and then also at Stage 3 if wall location or profile grades have changed? How can you bid project without this being preliminarily addressed in Environmental Study? How long will INDOT and FHWA take to review noise wall modeling?	See clarifications to TP <u>Section 6.4.3</u> set forth in Addendum 2.
58.	Technical Provisions Section 13.6	Scour and Hydraulics are being requested 60 days before the stage one submittal. Why does this need to be delivered so far in advance of the Stage1 review?	See revisions to TP <u>Section 13.6</u> set forth in Addendum 2.
59.	TP section 13.3.11.7	For Kankakee river bridges, TP section 13.3.11.7 requires the vertical clearance of the new south bank access road to be 8 feet. Previous preliminary design work on this bridge under a different contract was based on a 12 foot vertical clearance over this access road. Please verify that 8 foot vertical clearance is correct.	See revisions to TP <u>Section 13.3</u> set forth in Addendum 2.
60.	TP 13.3.11.8	For Kankakee river bridges, No minimum vertical clearance is specified over existing north bank access road. Please specify vertical clearance over this access road.	See revisions to TP <u>Section 13.3</u> set forth in Addendum 2.

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61.	TP attachment, Commitment 40 of Environmental Document 1400326	Per TP attachment, Commitment 40 of Environmental Document 1400326 – I-65 at SR2 to US 30, work within inundated part of stream channel is to be avoided from 4/1-6/30 except with “sealed structures such as caissons or cofferdams that were installed prior to spawning season”. Does the allowance for sealed structures include causeways installed before spawning season?	IDNR is the requesting agency for this commitment, and that agency would have the approval rights regarding compliance with this commitment.
62.	Syntax of TP attachment, Commitment 40 of Environmental Document 1400326	Per TP attachment 6-1, Commitment 9 of <i>Environmental Documents 0101469 and 0200240 – Bridge Replacement and Widening I-65 at Kankakee River</i> , no work is permitted in waterway from 4/1-6/30 even within sealed structures. This statement is in conflict with Commitment 40 of <i>Environmental Document 1400326 – I-65 at SR2/Exit 240 to US 30/Exit 253</i> . Please clarify allowable work within waterway from 4/1-6/30	The commitment listed for 0101469 Kankakee River bridge states “Do not work in the waterway from April 1 through June 30 without prior written approval of Division of Fish and Wildlife.” See revisions to TP Attachment 6-1 set forth in Addendum 2.
63.	Syntax of TP attachment, Commitment 40 of Environmental Document 1400326	Bridge Replacement and Widening I-65 at Kankakee River, no work is permitted in waterway from 4/1-6/30 even within sealed structures. This statement is in conflict with Commitment 40 of Environmental Document 1400326 – I-65 at SR2 to US 30. Please clarify allowable work within waterway from 4/1-6/30	See response to Comment 62.
64.	Survey Data	INDOT typically provides existing culverts on plan view for all storm sewer culverts on plans. We have reviewed the existing plans and the electronic files and cannot find the topographical information for the existing material pipe type and size. Is that available to the designers or does the design team need to collect that data in the field prior to beginning the design work?	See revisions in Attachment 9-3 as set forth in Addendum 2. Topographic survey is provided in the RID.
65.	RID Plan and PPA 1.3.5 Order of Precedence and 1.4	Outside guardrail is shown on typical to require 2’ of backfill behind guardrail. IDM 49-4.01(01) states “For a reconstruction project, the desirable offset is 2 ft from the effective usable-shoulder width. The minimum offset is 0 ft from the effective usable-shoulder width. However, if the design-year AADT exceeds 100,000, the offset should be 2 ft from the effective usable-shoulder width.” PPA 1.3.5 states, “Further, in the event of a conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project established by reference to a described manual or publication within a PPA Document or set of PPA Documents, the standard, criterion, requirement, condition, procedure, specification or other provision that use more stringent standards or better performance will apply, unless INDOT, in its sole discretion, approves otherwise in writing.” By reference to this section and 1.4 It could be required by INDOT that 2’ of backfill behind guardrail shall be used behind outsidged guardrail. Please clarify this so that 0-2’ of backfill behind guardrail may be used by designer to reduce grading requirements, impacts to environmental areas and benching.	The typical sections are in Reference Information Documents. Treatment of the RIDs is governed by PPA <u>Sections 1.3.3 and 1.9</u> . The TP section states requirements which have higher precedence than other standards. The Design-Build Contractor is to follow the requirements in the TP section, and listed standards. Note that Attachment 3 Section 3-1.2 states modifications regarding the words desirable, should etc. See revisions to TP <u>Section 7.2.1</u> set forth in Addendum 2.
66.	RID Plans and documents	The plans currently show what appears to be 6’ of structural support and 6’ of new full depth shoulder for a 12’ folder section for the outside shoulders. This full depth material and design is not addressed in the TP or pavement design memo. Please address this so that all teams	The plans and the pavement design memo are Reference Information Documents. Treatment of the RIDs is governed by PPA <u>Sections 1.3.3 and 1.9</u> . <u>Requirements are as set forth in the PPA Documents</u> .

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		know what is required for this section.	
67.	RID Plans and documents	The typical section for the outside guardrail shoulder section shows that slopes can be constructed from 2H:1V to 4:1 when guardrail is used. The IDM states that only 3:1 are allowed to be used unless approved by INDOT. See IDM 45-3.03. Is INDOT allowing 2H:1V on this project and will they process the Level 2 design exception when this is justified to avoid environmental sensitive solutions or to reduce costs?	Typical sections are in Reference Information Documents. Treatment of the RIDs is governed by PPA Sections 1.3.3 and 1.9 Slopes shall be per the Indiana Design Manual and other applicable requirements of the PPA Documents, and guardrail used per Project Standards where required.
68.	TP 8.3.3	Underdrain Inspection; Please confirm that this means that the underdrains are to be inspected by video cameras and documented or clarify what is required for this inspection if it is not by video.	Confirmed.
69.	General	Will infield areas at interchanges be made available to Contractor for potential storage yards and or plant sites	See PPA Section 6.1.4.2 and PPA 6.11.4.2
70.	General	Will the abandoned weigh station on NB -65 be made available for the contractor for a potential storage yard and or plant site	See PPA Section 6.1.4.2 and PPA 6.11.4.2. Subject to compliance with said provisions both weigh stations can be utilized for storage and field office or other items, excepting batch plants on the SB weigh station.
71.	PPA 1.9, 3.4.1 (Pages 6, 25)	Contractor should be entitled to rely on any geotechnical information included within the Reference Information Documents	No change.
72.	PPA 2.1.2.4 (Page 10)	Consideration of Deviations by INDOT should be made with good faith discretion and not sole discretion	No change.
73.	PPA Section 3.2.2.1 (Page 16)	21 days is allowed for INDOT submittal review. We request that this be reduced to 14 days given the importance of this project.	No change. See PPA Section 3.2.2.2, which provides a fourteen day period for submittals consisting of Design Documents or Construction Documents.
74.	PPA Section 3.2.2.4 (Page 17)	DB Contractor is allowed only 10 submittals in front of INDOT at any given time. We request that this number be increased to 20 submittals.	No change. PPA Section 3.2.2.4 does not state that INDOT will never consider more than 10 Submittals at a time, but rather provides that if it is in receipt of more than 10 Submittals concurrently in the aggregate, INDOT may extend the timeframes for it to act to a period that it can reasonably accommodate given the number of Submittals.
75.	PPA 3.3.1, 13.8.2 (Pages 18, 123)	Contractor should not be unconditionally responsible for correction of Errors in the Reference Plans prepared by Owner; at best only to notify INDOT of Errors it discovers. INDOT should remain liable for any Errors in the Reference Plans and Contractor should be entitled to adjustments in time and money for dealing with same.	No change.
76.	PPA 3.7.8 (Page 27)	Contractor should be entitled to a Change Order with time and money relief on account of unreasonable delay encountered in securing Governmental Approvals in the absence of Contractor fault	No change.

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77.	PPA Para 4.2.5 (Page 29)	Referenced paragraph states no time extensions will be provided for any reason excepting owner change. This language is overly burdensome (and is probably unsustainable) and should be revisited.	No change. PPA <u>Section 4.2.5</u> indicates that the Completion Deadline may be extended as provided in Section 13. See <u>Section 13</u> of the PPA, which describes the requirements for and circumstances under which Design-Build Contractor is entitled to a Change Order. Events or circumstances that may entitle Design-Build Contractor to a time extension are delineated in Section 13.3.1 of the PPA.
78.	PPA Section 6.11 (Pages 60-63)	With respect to mitigation, Section 2.3 of the RFQ stated: <i>Impacts of the Project to jurisdictional waters are currently being mitigated through the purchase of credits from the Central Indiana Mitigation Bank.</i> The PPA indicates the D-B Contractor's Price includes compensation for D-B Contractor's performance of mitigation measures. Please clarify if the construction of mitigation measures will be part of the project or if the D/B is responsible for the cost of purchased credits	See revisions to PPA Section 6.11.2.1 and TP Section 6.2.2 as set forth in Addendum 2.
79.	PPA 6.2 (Page 44)	All Railroad Agreements must be furnished to Contractor for review before proposal is made. Contractor should be entitled to Change Order with time and money relief for breach of Railroad Agreement by any railroad	See revisions to PPA Section 6.2 set forth in Addendum 2.
80.	PPA 6.3.1.1 (Pages 44-45)	Contractor should not be responsible for performance by Utilities of Utility Adjustment Work	No change. The Design-Build Contractor is responsible for and in the best position to manage the overall Project schedule.
81.	PPA 6.4.2 (Pages 50-51)	Contractor should be entitled to relief for any Unidentified Utility, regardless of whether it is identified in the Utility Conflict Matrix.	No change. . INDOT is seeking to have the Design-Build Contractor locate any Unidentified Utilities early in design, when the potential impacts can be readily mitigated. Accordingly, the PPA provides Design-Build Contractor with a mechanism to perform a supplemental investigation as well as relief.
82.	PPA 6.4.2.3 (Pages 50-51)	Contractor should be entitled to adjustments for delay and disruption costs resulting from any Unidentified Utility.	No change.
83.	PPA 6.4.4 (Page 51)	Contractor should be entitled to rely upon accuracy of Utility Information furnished by the Owner.	No change. See <u>Section 6.4</u> of the PPA and Design-Build Contractor's right to relief for certain Unidentified Utilities.
84.	PPA 6.3.1.1 (Page 45)	With regard to utility adjustments the PPA states: <i>"Accordingly, Design-Build Contractor agrees that, except as otherwise provided in this Section 6 or in Section 13, (a) the Contract Price covers all of the DB Utility Work, (b) it is feasible to obtain and/or perform all Utility Adjustments within the time deadlines of the PPA Documents, and (c) the Contract Price includes contingencies deemed adequate by Design-Build Contractor to account for the potential risks of additional costs and delays relating to Utility Adjustments, taking into consideration the constraints affecting the Project and the fact that Design-Build Contractor is entitled to Change Orders only in specified situations."</i> Due to the uncertain and subjective nature of this requirement INDOT should consider a utility allowance for all shortlisted proposers. In addition, will the Utilities be	No change. For purposes of the PPA Documents, the Project Utilities are not classified (Type 1, 2 and 3).

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		classified by Levels (i.e. level 1, 2 3, etc.) as done on past INDOT DB PPA's?	
85.	PPA 6.10.1.4 (Page 59)	Delete (d) due to ambiguity of "material quantities" term	See Section 6.10.1.1 of the PPA for the definition of "material quantities."
86.	PPA Para 7.1.2 (Page 64)	The PPA, Section 7.1.2 states, "The DBE Goal for DBE participation in the Work required under this PPA including consultants, subcontractors, and suppliers is ten percent (10%). Please clarify if the DBE percentage goal includes the cost of all Type 2 and Type 3 utility relocations?"	The Project does not include Type 2 and Type 3 utilities. To the extent that the Design-Build Contractor's bid includes costs for utility relocation work, the DBE requirements outlined in Section 7 of the PPA would apply.
87.	PPA 7.3.3 (Page 72)	Clarify that Key Personnel can be changed if employment is terminated, death, or reasonable cause.	Yes. See <u>Section 7.3.3</u> of the PPA. Design-Build Contractor shall notify INDOT in writing of any proposed changes in Key Personnel. Design-Build Contractor shall not change any Key Personnel without the prior written consent of INDOT.
88.	PPA 10.2.1.1 (Page 89)	Contractor should not be responsible for damage to Works due to negligence of INDOT or entity for which it is responsible	No change.
89.	PPA 9.1.7 (Pages 82- 83) & 10.2.1.3 (Page 89)	INDOT should pay deductibles for damages or losses due to negligence or fault of INDOT or any entity for which it is responsible	No change.
90.	PPA 11.1.2 (Page 91)	Clarify what Persons, other than Utility Owners, will own the Project other than INDOT	After Final Acceptance it is anticipated that INDOT, Utility Owners and possibly local agencies would have an interest in portions of the Work.
91.	PPA 11.3.2 (Page 93)	Contractor should be obligated to assign subcontractor warranties to INDOT, but not be responsible for enforcement	No change.
92.	PPA 12.7 (Page 105)	Clarify current prospects for complete Project funding	No change. Per Section 3.2 of Addendum 2 to the Request for Qualifications the funds for this Project have been appropriated as part of the Major Moves 2020 Highway Trust Fund.
93.	PPA 13.2.2 (Page 109)	Confirm that no credit for overhead or profit will be taken on deductive change orders	See <u>Section 13.6.5</u> of the PPA.
94.	PPA 13.2.3 (Page 109)	Establish an aggregate cap of not more than \$50,000 for Changes which individually involve less than \$10,000 of additional direct costs; beyond which Contractor will be entitled to compensation	No change.
95.	PPA 13.2.4, 13.9.5.1 (Pages 110, 126)	Confirm that Contractor is entitled to Change Order for additional costs resulting from any Change in Law	See <u>Section 13.9.5.1</u> of the PPA. Design-Build Contractor is only entitled to a Change Order for additional costs resulting from a Change in Law to the extent provided in

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			PPA Section 13.9.5 .
96.	PPA 13.5.2.1 (Page 117)	Any ground for excusable delay should be the basis for recovering delay and disruption costs as part of an acceleration, e.g. differing site condition	No change.
97.	PPA 13.5.3(d) (Page 118)	Clarify that exclusion under (d) is subject to the Contractor being reimbursed for additional costs reasonably incurred in connection with such resequencing, reallocation, or redeployment; similar to 13.5.2.2	No change.
98.	PPA 13.8.1 (Page 122)	Establish an aggregate cap of \$50,000 beyond which Contractor is entitled to compensation for Basic Configuration Changes which individually may be less than \$10,000 in additional direct costs	No change.
99.	PPA 13.9.1 (Page 123) & Exhibit 1 Differing Site Condition	Expand basis of differing site conditions to allow time and money relief on account of actual subsurface conditions being materially different from those conditions indicated in the totality of the geotechnical information furnished to the Contractor; and not limited to conditions at the boring holes. Relief should include delay and disruption damages also.	No change.
100.	PPA 13.9.4.1.2 (Page 125)	Contractor should be entitled to recover all characterization and investigation costs and delay, disruption, overhead, and profit arising from the discovery of Unknown Hazardous Materials	No change.
101.	PPA 13.11 (Page 128)	In the absence of Contractor negligence should not be responsible for errors attributable to (a); actions of adjoining property owners (e); delays in obtaining Governmental Approvals (m); and delays and costs arising from Utility Adjustments by Utility Owners (o)	No change.
102.	PPA 15.6.1 (Pages 138-139)	Contractor's termination for convenience settlement should be based on that portion of the Contract Sum based on the Schedule of Values completed as of termination, and not costs plus	No change.
103.	PPA 16.1.2 (Page 144)	Contractor should be entitled to cure period for defaults due to (c) stoppage,	No change.
104.	PPA 16.3 (Page 149)	In the event of an INDOT default the Contractor is entitled to terminate the Contract and seek damages and not just a termination for convenience settlement	No change.
105.	PPA 17.6.4 (Page 155)	Assessment of liquidated damages should be exclusive remedy for delay, except for indemnity claims.	No change. See PPA Section 17.6.4 providing that liquidated damage assessment would preclude INDOT from separate "recovery of monetary damage that the liquidated damages are intended to compensate." See also PPA Section 16.4 and limitations on INDOT's right to terminate.
106.	PPA 18.1.1 & 18.1.6 (Pages 157 & 160)	INDOT should extend similar indemnities to the Contractor, its officers, directors, agents, consultants, and representatives	No change. The State of Indiana cannot provide indemnities.

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107.	PPA 18.1.2 (Page 159)	Contractor indemnity should not cover Errors attributable to errors in the Reference Plans or Basic Configuration; for which Contractor should receive indemnity from INDOT	No change.
108.	ITP Section 2.2.3, item d (Page 15)	Please confirm utilities are not a stakeholder that proposer are precluded from contacting (i.e. can proposes contact utilities while preparing the proposal?)	INDOT is confirming a time and location for utility forum in July.
109.	ITP Form I (Price Form)	Some of the Line Item Unit Prices provided within the ITP Form I are low based on work needed to complete these items. The following are the specific items with associated unit prices that we would like your consideration: <ul style="list-style-type: none"> • Full Depth PCCP Patching - From \$175/SYS to \$210/SYS • Bridge Deck Patching, Full Depth - From \$50/SFT to \$100/SFT • Patching Concrete Structures - From \$145/SFT to \$220/SFT • Underdrain, Patching - From \$35/LFT to \$50/LFT (Assuming if it is under existing pavement Design Build Contractor would also be compensated for the pavement patching item.) 	See revised ITP Form I
110.	TP Section 1.2 (Pages 1-1,1-2) & TP Section 13.3.1 – 13.3.11 (Pages 13-4 – 13-11)	Please confirm that the existing exterior beam on Structures 11 & 12 (I-65 over Wirtz Ditch) meet the project scope requirements for capacity?	All original beams were replaced in Contract B-24466 under a construction change. The shop drawings for the beams will be posted to the RID. INDOT performed load rating using these beams, and concluded the bridge meets the required load rating.
111.	TP Section 3.4 (Pages 3-2)	Paragraph 2, sentence 2: <i>“The duration of Design Reviews, particularly the duration of Phase 2, may vary depending ...”</i> Please clarify the term “Phase 2” as used in the sentence	See revisions to TP <u>Section 3.4</u> set forth in Addendum 2.
112.	TP Section 3.4 (Pages 3-20)	Please confirm if INDOT will assign a consistent reviewer for each project element (e.g. hydraulics, pavement design, bridges, MOT) who will responsible for all reviews for their assigned element.	Refer to TP sections related to design reviews.
113.	TP Section 6.2.2 (Page 6-2) & Attachment 6-2	Please clarify if D/B will be allowed to purchase credits from the Central Indiana Mitigation Bank for any additional wetland impacts to the non-permitted wetlands.	See revisions to TP <u>Section 6.2.2</u> set forth in Addendum 2.
114.	TP Section 7.2.1 (Page 7-1)	Please clarify if all of the General Design Requirements in Section 7.2.1 apply to Segment B of the project.	See TP <u>Section 7.2.1</u>
115.	TP Sections 8, 10 & 11	Please provide current and future traffic data, including commercial trucks, design hourly volumes and directional distributions for all interchange ramps and cross roads within the	Additional data will be provided in future RID Update.

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		project limits. This information is required to complete the pavement designs (permanent and temporary) and MOT operational analyses specified in TP Sections 8 and 11.	
116.	TP Section 13.2, item 28.g (Page 13-3)	For structures to be widened, the detail description states to replace the existing bridge rails, bridge rail transitions and approach slabs for structures carrying I-65. Is the contractor to assume complete new approach slabs, bridge rails, and bridge transitions are to be constructed, or just to construct the widened section?	New approach slabs over the entire width and rails and transitions shall be replaced per TP <u>Section 13.2</u> , Item 28.g
117.	TP Sections 13.3.8 (Page 13-6) & 13.3.10 (Page 13-7)	Please specify the Bridge Deck Overlay type on Bridges 11, 12, 14, and 15.	Latex Modified Concrete Overlay per TP <u>Section 13.2.28.g</u>
118.	TP Section 13 (General)	Please provide Lead Based Paint and Asbestos Reports for existing structures to be rehabilitated and replaced.	RID will be updated in future.
119.	TP Section 16.3.6 (Pages 16-4 & 16-5)	Please clarify if D/B is required to connect the existing Dynamic Message Sign (NB, at approximately MP 250.4) to the new backbone fiber.	Yes, the DMS will need to be connected to the fiber per TP <u>Section 16.3.6</u> .
120.	TP Section 16.3.6 (Pages 16-4 & 16-5)	Please clarify if D/B is required to connect the existing active weigh station (SB, at approximately MP 241) to the new backbone fiber. Or, is this weigh station already on the backbone cable that exists in this area?	Connection to new fiber from existing weigh station is not required.
121.	TP Section 16.3.6 (Pages 16-4 & 16-5)	Section 16.3.6 states that "redundancy via separate fiber strands within the same fiber cable shall be provided at a minimum." Please clarify if the new single-mode fiber-optic cable is required to be 192-strand, or if the fiber count is required to be increased. If the fiber count is to be increased, please provide the required strand count	As stated in TP <u>Section 16.3.6</u> , minimum 192 strand single mode fiber is required.
122.	TP Section 16.3.6 (Pages 16-4 & 16-5)	Please clarify if the backbone fiber can be direct bury installed. If backbone fiber is required to be enclosed in conduit, please provide the minimum required conduit size.	Fiber is required to be installed in 1.25" conduit as shown in the TP <u>Attachment 16-1</u> .
123.	RID	Please provide additional information to convert the I-65 LGCS coordinate system to a standard coordinate system (e.g. Indiana State Plane West).	To convert the I-65 LGCS coordinate system to Indiana State Plane West, add 2,100,000 to the local northing and 2,800,000 to the local easting. Then multiply by a combined scale factor of 0.99994412. To convert from Indiana State Plane West to I-65 LGCS, divide state plane coordinate value by 0.99994412. Then subtract 2,100,000 from northing and subtract 2,800,000 from the easting.
124.	RID	Please provide CAD data of cross sections obtained along the Kankakee River that were used to develop the hydraulic model	All available data is in the RID.
125.	TP Section 1.2 (Pages 1-1,1-2) & TP Section 13.3.1 –	Please confirm that all the existing structures are sufficient to accommodate the scope. <ul style="list-style-type: none"> Do the existing outside piers for Structures 7 (113th Ave over I-65), 10 (137th Ave over I-65), and 13 (153rd Ave over I-65) meet scope requirements for outside shoulder width and clear 	See revisions to TP <u>Section 13.3</u> set forth in Addendum 2.

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	13.3.11 (Pages 13-4 – 13-11)	zone?	
126.	TP Section 6.2.1 & Table 6.1 (Page 6-1)	Please confirm the Level 4 Categorical Exclusion INDOT has obtained for Segments A & C of the project include the impacts associated with the lane drop south of SR 2.	Confirmed.
127.	TP Section 6.2.1 & Table 6.1 (Page 6-1) & TP Section 9.3 item 9 (Page 9-2)	Please confirm the 404 and 401 permits and the wetland mitigation (if required) included impacts associated with meeting the water quantity (detention) requirements in Section 9.3	The requirements for detention are addressed in TP <u>Section 9.3</u> .
128.	TP Section 7.2.1 (Page 7-1)	<p>Item 5 from IR Draft #2 (<i>If clear zone requirements cannot be met, guardrail may be used if approved by INDOT</i>) has been removed in the Final RFP.</p> <p>Please clarify if clear zone requirements must be met in locations that currently do not meet clear zone and currently include guardrail. Some specific locations include, but are not limited to the following:</p> <ul style="list-style-type: none"> • Along the outside shoulder of NB and SB I-65 at the approaches to the bridges over SR 2 (bridges 14 & 15) • Along the outside shoulder of NB and SB I-65 at the 153rd Ave. overpass (bridge 13); outside pier and bridge cone protection • Along the outside shoulder of NB and SB I-65 at the approaches to the bridges over Wirtz Ditch (bridges 11 & 12) • Along the outside shoulder of NB and SB I-65 at the 137th Ave. overpass (bridge 10); outside pier and bridge cone protection • Along the outside shoulder of NB and SB I-65 at the approaches to the bridges over US 231 (bridges 8 & 9) • Along the outside shoulder of NB and SB I-65 at the 113th Ave. overpass (bridge 7); outside pier and bridge cone protection • Along the outside shoulder of NB and SB I-65 at the approaches to the bridges over 109th Ave (bridges 5 & 6) <p>Along the outside shoulder of NB and SB I-65 at the 101st Ave. overpass (bridge 2); outside pier bridge cone protection and DMS gantry protection</p>	Clear zone requirements shall be in accordance with Project Standards. Standards include the use of guardrail where clear zone cannot be met.
129.	TP Section 7.2.1 (Page 7-1)	<p>Item 5 from IR Draft #2 (<i>If clear zone requirements cannot be met, guardrail may be used if approved by INDOT</i>) has been removed in the Final RFP.</p> <p>Please clarify if clear zone requirements must be met for elements that are currently outside the clear zone and do not have guardrail, but will be within the clear zone after the addition of</p>	See revisions to TP <u>Section 7.2.1</u> set forth in Addendum 2. Clear zone requirements shall be in accordance with the Project Standards. Standards include the use of guardrail where clear zone cannot be met.

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		<p>the third lane. Some specific locations include, but are not limited to the following</p> <ul style="list-style-type: none"> • Along the outside shoulder of NB and SB I-65 at the 93rd Ave overpass (bridge 1). The existing concrete spill slope may be outside the existing clear zone, but the conversion of the existing outside shoulder to a third travel lane could result in the spill slope being in the clear zone <p>Along the outside shoulder of NB I-65 at the existing CCTV tower south of the I01st Ave overpass. The existing tower and fencing may be outside the existing clear zone, but the conversion of the existing outside shoulder to a third travel lane could result in the tower and fencing being in the clear zone</p>	
130.	TP Section 7.2.1 (Page 7-1) & TP Section 16	<p>Item 5 from IR Draft #2 (<i>If clear zone requirements cannot be met, guardrail may be used if approved by INDOT</i>) has been removed in the Final RFP.</p> <p>Please clarify if clear zone requirements must be met for the installation of new ITS elements. Some specific locations include, but are not limited to the following</p> <ul style="list-style-type: none"> • 4 new CCTV camera sites (113th Ave, 137th Ave, 163rd Ave, 217th Ave) • 2 new dynamic message sign locations (SB @ Mile 250.4 and NB @ Mile 235.7) • 2 new travel time signs (SB @ Mile 256.4 and NB @ Mile 245.6) 	Clear zone requirements shall be in accordance with Project Standards. Standards include the use of guardrail where clear zone cannot be met.
131.	TP Section 7.2.1 (Page 7-1)	<p>Item 5 from IR Draft #2 (<i>If clear zone requirements cannot be met, guardrail may be used if approved by INDOT</i>) has been removed in the Final RFP.</p> <p>The outside shoulders for the majority of Segment C include slopes as steep as 2:1 within the current clear zone which are unshielded by guardrail. Please clarify whether fill slopes up to 2:1 may be retained/reconstructed within the clear zone and shielded only as warranted per IDM Ch 49</p>	Clear zone requirements shall be in accordance with Project Standards. Standards include the use of guardrail where clear zone cannot be met.
132.	TP Section 7.2.1, item 6 (Page 7-1)	Item 6 states <i>The top of guardrail height at the face of the rail shall be a minimum of 30 inches.</i> INDOT Standard Drawing E 601-WBGA-01 indicates the top of guardrail height at the face of the rail shall be 2'-3 3/4" (27.75 inches). Please clarify guardrail height requirements.	See revisions to TP <u>Section 7.2.1</u> set forth in Addendum 2.
133.	TP Section 8.2.1I, Table 8-1 Note #1 (Page 8-4)	<p>Please define what constitutes "<i>contaminated impermeability</i>" of INDOT #8 stone.</p> <p>Portions of the area adjacent to the existing PCC shoulder in Segment A (location that the new shoulder is to be constructed) appear to contain a wedge of asphalt where the previously placed compacted aggregate (No. 53 stone) has settled into the underlying coarse aggregate (No. 8 stone), which may have already contaminated the impermeability of the No. 8 stone.</p> <p>We request that INDOT consider including a contingency pool or additional undistributed quantities and pay items to account for the potential replacement of the No. 8.</p>	See revisions to TP <u>Section 8.2.1</u> set forth in Addendum 2. No contingency will be added.

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134.	TP Section 8.2 (Page 8-4), TP Attachment 3-1 (Section 3-1.3, Table 3-1) RID Final Pavement Design Memo and RID Pavement ME output	TP Section 8.2 states that "AASHTO Pavement ME software, version 2.0, shall be used on the project" and The Indiana Design Manual (IDM) is listed as a Project Standard and Reference in TP Attachment 3-1 (which includes Chapter 304). Please clarify if the D/B's pavement design must meet all the performance criteria in IDM Chapter 304	See revisions to TP <u>Section 8.2</u> set forth in Addendum 1 for Design Requirements.
135.	TP Section 8.2 (Page 8-4) & TP Attachment 3-1 (Section 3-1.3, Table 3-1)	TP Section 8.2 states that "Resurfacing, where required, will be designed for a functional design life of not less than 13 years" and The Indiana Design Manual (IDM) is listed as a Project Standard and Reference in TP Attachment 3-1 (which includes Chapter 304). Please clarify if the D/B's pavement design must meet all the performance criteria in IDM Chapter 304.	See revisions to TP Section 8.2 set forth in Addendum 1.
136.	TP Section 8.3.4.3 (Page 8-5) and TP Sec 11.3.1 item 13 (Page 11-7)	Can existing shoulder corrugations remain for MOT operations if the corrugations fall within the lane line?	See revisions to TP <u>Section 11.3.1</u> , item 13 set forth in in Addendum 2.
137.	TP Section 10.2.2 (Page 10-1)	Please clarify if D/B is required to add additional signage if existing signage does not meet IDM and IMUTCD requirements (e.g. post-interchange sequence)	See revisions to TP <u>Section 10.2.2</u> set forth in Addendum 2.
138.	TP Section 10.2.3 (Page 10-2)	Paragraph 1 states " <i>Design-Build Contractor shall design and install lighting per the Indiana Design Manual where work impacts existing lighting or other modifications are necessary to meet the requirements of the Technical Provisions.</i> " Please clarify if all existing light structures must comply with the Indiana Design Manual in order to remain, regardless of impact.	See revisions to TP <u>Section 10.2.3</u> set forth in Addendum 2.
139.	TP Section 11.3.8 (Page 11-10)	Please clarify if access to the SB weigh station (which is currently in service) must be maintained at all times.	Access to the SB Weigh Station is not required during construction.
140.	TP Section 13.3.9 item 4 (Page 13-6)	Existing piers are in the clear zone and are crash worthy. Please clarify if the required fiber wrap concrete encasement system is considered crash worth, or if additional pier protection (e.g. crash wall) is required	Additional pier protection is not required.
141.	TP Section 13.5 (Page 13-8) and Section 6.2.1 (Page	Please confirm D/B is required to complete the noise analysis and determine if noise barriers are required. Table 6.1 indicates INDOT is responsible for obtaining the FHWA approval of the NEPA documents and noise analysis is typically covered in the NEPA process.	See revisions to TP <u>Section 6.3.4</u> as set forth in Addendum 2

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	6-1)	If D/B is required to complete the noise analysis, will public involvement be required?	
142.	TP Section 16.3.6 (Page 16-4) and RID (Volume III - RID\16 ITS)	Please clarify extent of new fiber required: from MP 235.7 to 240 only, or also from 247.5 to 256.4 (RFP and ITS record plans are not clear).	Fiber needs to connect all added devices as per TP <u>Sections 16.3.5 and 16.3.6</u> .
143.	TP Section 16.3.6 (Page 16-4)	Please clarify if the 192-strand fiber is to be carried to every device or if D/B can break out a 6 or 12-strand patch cord from a mainline handhole to avoid trying to pull 192-strand up to and returning from every device	Pre-terminated 6-fiber drop cables are to be used for lateral connections from the trunk fiber to device sites per TP <u>Attachment 16-1</u> .
144.	ITP Form M	Are we correct in assuming that on Form M the "Total Project Capital Costs" does not equal the "Subtotals" of "Labor Cost" plus "Non Labor Cost" columns. There are "Cost Category's" that do not fit into those supplied. If the Total needs to equal the two Subtotals, please consider adding an "Other" Cost Category.	<u>Form M is to be used to report quantities for testing purposes. The total is not intended to be a total project cost. No change is to Form M is needed.</u>
145.	TP Section 8.2 (Page 8-4)	TP Section 8.2 states that "AASHTO Pavement ME software, version 2.0, shall be used on the project". Please clarify if the use of AASHTO Pavement ME version 2.2 be permitted.	Version 2.0 is required per TPs. Any consultant using a more current version should contact the help desk at 1-877-500-3496 or email pavementmedesign@ara.com .
146.	TP Section 7	IDM Chapter 49-6.04(01) states that 'the slope in front of median barrier shall be 20:1 or flatter'. However, Standard Drawing E 601-WBGA-01 shows a 20:1 desirable and 10:1 max slope requirement for double faced guardrail. Lastly, the provided RID typical sections (updated May 26, 2016 in the Final RFP) were modified to show 10:1 median slopes instead of the previously-shown 6:1. Please clarify if 20:1 or 10:1 median slopes are required when double face guardrail is used for both placement along the centerline and adjacent to the shoulder.	<u>PPA Section 1.3.1</u> lists the order of precedence of standards. <u>PPA Section 1.3.5</u> addresses conflict between standards, and the use of the stricter standard. Attachment 3-1, <u>Section 3-1.2</u> Modifications to Department Standards Item 10 lists conditions related to phrases like "desired". RID typical sections are for reference only.
147.	TP Sections 7 & 9	Please confirm if the temporary pool limits located within the clear zone for stormwater detention are considered a roadside hazard and would therefore require barrier protection following the requirements of IDM Chapter 49.	The design shall meet all the clear zone requirements per the IDM.
148.	TP Section 8.2	The full depth HMA pavement design in the RID does not provide an 18 year functional life in accordance with the TP. Will the TP be revised to match the RID design?	Pavement design in the RID is reference only. It will not be revised.
149.	TP Section 8.2	The TP requirement for resurfacing and rehabilitation functional design life conflict since resurfacing is a form of rehabilitation. Please clarify the functional design life and structural design life required.	Pavement rehabilitation shall be in accordance with IDM 304-6.03. Pavement resurfacing shall be in accordance with IDM 304-6.04 – Preventative Maintenance.

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150.	TP Section 2.1.2	It is our understanding that the County Drainage Board permits will not be necessary. Please remove the Lake, Newton, and Jasper County Drainage Board permits from the list of Hold Points.	TP 2.1.2 was revised in Addendum 2. The word "permits" was changed to "notification" for Lake County and Newton County Drainage Boards. Jasper County Drainage Board permits were deleted from the list.
151.	PPA 6.3.1.1 (page 45)	We have determined that there are in fact utility conflicts that will greatly affect our schedule as well as our price. Since we are reliant on the Utility owner for this work, it is extremely important that we are able to contact them as soon as possible. When can we communicate with them?	Utility Forum is set for August 4th in order for the teams to interact with the utility companies. Additional information related to said forum has been sent to Proposer teams.
152.	TP Section 7.2.1, item 7 (Page 7-1)	Item 7 states <i>The height of new guardrail shall be 30 inches</i> . Can the DB Contractor conclude that all existing guardrail meets INDOT requirements and is in satisfactory condition? We are aware that the height of top of rail of most existing guardrail is lower than the 30" requirement of proposed guardrail. What are the requirements for all existing guardrail to remain?	The 30 inch height requirement is for new and/or reset guardrail installation. All existing guardrail that is to remain in place does not need to be modified to the new 30 inch height requirement. See revised TP <u>Section 7.2.1</u> in Addendum 4.
153.	TP Section 8.3.3 (page 8-3) and ITP Form I (Price Form)	Please clarify if the Unit Price items included on the Price Form I is intended to compensate the DB Contractor for all such work on the project?	Yes. PPA Section 12.1.1 covers that as full compensation for the work. No change.
154.	TP Section 9.2.1 (Page 9-1); TP Attachment 9-3 (page 1) and TP Attachment 1-1 (Page 3)	Please clarify the scope of work for Large Culvert No. 65-45-241.20. TP Attachment 1-1, page 3, COORDINATION WITH ADJACENT PROJECTS, lists this culvert as being part of a separate contract (R-35151) scheduled to be let 7/13/16. Contract R-35151 was not part of the 7/13/16 letting, however, the INDOT 18-month letting list (which is also referenced in Attachment 1-1) includes a small structure pipe lining located 1.26 miles north of SR 2 as part of Contract R-33974, scheduled to be let 1/19/17. Please clarify if Large Culvert No. 65-45-241.20 is subject to the requirements of TP Section 9.2.1 and Attachment 9-3, or if this culvert will be lined under a separate contract.	This culvert will be removed from TP <u>Attachment 9-3</u> in Addendum 4. TP <u>Attachment 1-1</u> will be revised in Addendum 4 to remove the reference to that project.
155.	TP Section 16.3.6 (page 16-4 and 16-5) and RID (I-65 ITS Record Plans.pdf)	Section 16.3.6 States the following (yellow highlight added): All permanent, final backbone communications shall be via fiber optic connections. The new fiber shall be 192-strand, single-mode fiber-optic cable. The new fiber shall extend to the new ITS field device locations and shall be fusion spliced to existing INDOT fiber cable. All added permanent devices (e.g., CCTV towers, DMS, TTS) shall be connected to the backbone communications cable in the final condition. Fiber-optic communications cable exists from approximately US 231 (Mile 247.5) to SR 2 (Mile 240). Design-Build Contractor shall install a fiber optic cable extension to the south for the final condition to accommodate communications for the new DMS and CCTV tower near 217th Avenue (Mile 235.7). The RID plans ("I-65 ITS Record Plans.pdf") show 2 runs of 96-strand fiber existing from 247.5 northward to at least 253 (the plans imply the run continues to the north). The Technical Provisions state that new fiber shall extend to the new ITS field device	See revised TP <u>Section 16.3.6</u> in Addendum 4 to clarify requirements.

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		<p>locations, and to fusion splice to existing INDOT fiber cable that is stated to exist from MP 240 to 247.</p> <p>It is unclear whether or not to install new fiber to all new ITS field device locations, i.e., from MP 240 all the way to MP 256.4; or at least from MP 247.5 to 256.4 (using the existing fiber that the RFP states exists from MP 240 to 247.). Please clarify.</p>	
156.	RID	Please provide existing lighting plans for 109 th Avenue interchange.	The lighting plans will be added to as RID.
157.	PPA, 9.1	Will INDOT allow the Design-Build Contractor to utilize its practice policy rather than a project specific Professional Liability policy?	Yes.
158.	PPA, 9.1.6	Can INDOT clarify the intent of this section? It is unclear as to what limits are required from the various parties, including the design subcontractors. It is also unclear as to whether the lead design entity or the design subcontractors' insurance must be project specific.	The Design-Build Contractor must have limits of \$10 million for design-build contractor professional liability. Lead design professionals must have \$5 million limits. If the Design-Build Contractor chooses to use a form of project-specific or protective insurance these limit requirements still apply. Design subcontractor limits are at the discretion of the party who subcontracts for design services, whether lead designer or design-build contractor.
159.	TP 11.3.1.13 and TP 8.3.4.3.1	TP 11.3.1.13 regarding rumble strips seems to be in conflict with TP 8.3.4.3.1 as it is still referenced that if existing shoulder pavement is to be used as MOT pavement shall be milled and resurfaced. Please clarify.	See revised TP Section 8.3.4.3.1 in Addendum 4
160.	General	Please provide the lighting classification requirement for each interchange within the project limits; not required, partial interchange, complete interchange. Also please provide the existing lighting plans for all existing lighted areas.	See revised TP Section 10.2.3 in Addendum 4
161.	TP 16.3.5.2	<p>The conflicting provisions concern where vehicle detection needs to be provided.</p> <ul style="list-style-type: none"> • <u>Technical Provisions 16.3.5.2</u>: "Design-Build Contractor shall design, furnish, and install vehicle detectors at CCTV camera locations. Detector installations along I-65 shall include the new CCTV camera installations and three existing CCTV camera locations." • Unique Special Provisions allow us to pick from three possible types of detectors: <ul style="list-style-type: none"> ○ <u>USP page 4</u>: "The microwave radar detectors shall be designed, furnished, and installed...with a maximum spacing of 0.3 miles" ○ There is no mention of a 0.3 mile detector spacing for the other two detector options (Microloop detectors or Sensys pucks) <p>INDOT has always required radar detection on all of our past projects. The Technical Provisions require 7 detector sites; however, there could be as many as 50 detector sites if we follow the radar detector section of the Unique Special Provisions.</p> <p>Please clarify if the 0.3 mile detector spacing shown in the USP will be required for this project?</p>	See TP Attachment 16-1 . No change.

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162.	TP Section 7.2.1 (4)	The TP's state that "The outside paved shoulder width north of US 231 shall be 12 feet..." The 109 th Street interchange falls within these limits but has existing 10-foot concrete shoulders. Do these shoulders need to be widened by 2 feet to accommodate this requirement? Or are the ramps in this interchange excluded from the 12-foot paved shoulder width requirement?	See revised TP Section 7.2.1 in Addendum 4.
163.	TP Section 7 / PPA 1.3.5	<ul style="list-style-type: none"> With regard to slopes adjacent to median barriers, several conflicts exist between design standards defined in Technical Provisions – Attachment 3-1 – Applicable Standards:IDM Chapter 49-6.04(01) states that "the slope in front of median barrier shall be 20:1 or flatter." Standard Drawing E 601-WBGA-01 shows a 20:1 desirable and 10:1 max slope requirement for double faced guardrail. AASHTO Roadside Design Guide, Section 6.6 shows 10:1 sideslopes in the median adjacent to a median barrier <p>Based upon INDOT's response to Seq #146 in the 07/15/2016 Question-Response-Matrix, we understand that PPA Section 1.3.1, and 1.3.5 govern the precedence of standards. We also recognize language Attachment 3-1, Section 3-1.2 regarding phrases like "desired." However, we believe that a conflict regarding which criteria provides "the higher quality...or more stringent standard" exists (PPA Section 1.3.5).</p> <p>Is it INDOT's intent to require 20:1 sideslopes adjacent to median barrier? It is important that all teams are aware of INDOT's position on these median sideslopes, and we request clarification on INDOT's intent. If possible, please issue a written determination in keeping with PPA Section 1.3.5.</p>	See revised TP Section 7.2.1 in Addendum 4.
164.	TP Section 9	Please confirm that safety metal end sections will be required on structures that fall within the clear zone.	Structure end sections shall be designed in accordance with IDM.
165.	TP Section 11.3.8	This section states that construction closures for all other roads within the project limits not described in Table 11-2 are not allowed without prior INDOT approval. Please including language in this section which allows overpass bridges over I-65 (93 rd St., 137 th St., and 153 rd St.) to be closed during their overlay.	See revised TP Section 11.3.8 in Addendum 4.
166.	TP Section 11.3.8	This section states that construction closures for all other roads within the project limits not described in Table 11-2 are not allowed without prior INDOT approval. Please consider including language in this section which allows underpass roadways under I-65 (US 231 and State Road 2) to allow one lane closures (for phasing) and non-peak short term closures (for steel erection) during bridge construction.	See revised TP Section 11.3.8 in Addendum 4.
167.	TP Section 16	Please specify required size or square footage for the Travel Time Signs.	Design Build Contractor is to design the appropriate sign size per Project Standards
168.	TP Attachment 4-1	Attachment 4-1 states "The Design-Build Contractor shall salvage any undamaged end treatments within the project limits..." Can any existing end treatments that are in good	All salvaged end treatments are to be delivered to the LaPorte District.

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		condition and meet current standards be re-used as a proposed end treatment; or are all end treatments required to be delivered to the LaPorte District?	
169.	TP 9 and Attachment 9-3	<p>Please remove the following structures south of SR 2 from Attachment 9-3:</p> <p>65-37-228.55 1.01 mi. S of SR 10 65-37-229.15 0.41 mi. S of SR 10 65-37-230.60N 0.93 mi. N of SR 10 65-37-230.60S 0.93 mi. N of SR 10 65-56-233.15 3.59 mi. N of SR 10 65-56-234.35 4.79 mi. N of SR 10 65-56-234.40 4.84 mi. N of SR 10</p> <p>It is our understanding that this work is not within the Project scope.</p>	See revised TP <u>Attachment 9-3</u> in Addendum 4.
170.	PPA 3.3.5.3 / TP 2.1.2	Please consider allowing DBC to move forward with Hold Point construction activities upon approval via email correspondence or signed field documents.	Formal process is already defined. No change.
171.	PPA 3.3.5	Please specify the field design change process and who is authorized to approve them. We encourage INDOT to simplify this process by allowing DBC to enter an agreed upon process that is less formal than RFC design, including moving forward with construction activities upon approved comments and marked up plans. This will be a detriment to schedule.	Formal process is already defined. No change.
172.	PPA 4.5.1, final paragraph	In order to allow timely start of the Project, please consider adding temporary erosion control, site clearing, and installation of ITS cable duct to the currently listed exclusions in this paragraph.	No changes. Provisions exist within the PPA to allow for Change Orders or Deviations by the selected team.
173.	PPA 5.5.1.2	Please consider changing <i>five</i> days to <i>ten</i> days to allow time for adequate quality protocol and document control. Weekends could be problematic with the five day requirement, as could subcontractor items.	No change.
174.	PPA 5.5.3	Please consider adjusting language, giving some timeframe within which notification to uncover must be provided. We suggest that notice from DBC to INDOT should be at least 4 hours prior to covering of works and that INDOT shall notify DBC within 48 hours of covering if uncovering of the work is required.	No change.
175.	PPA Exhibit 1	Please provide a definition for Engineer. The definition provided in the INDOT specifications applies to INDOT design facilities.	<p>TP <u>Attachment 3-1</u> provides modification to the Department standards, Section 3-1.2 Item 3 states:</p> <p>3. When a reference to “Engineer” relates to design responsibilities or other technical issues, “Engineer” shall mean Design-Build Contractor’s Lead Engineer. When a reference to “Engineer” relates to administrative issues, “Engineer” shall mean the Department. It shall be in INDOT’s sole discretion to determine whether the</p>

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			<p>context refers to technical or administrative responsibilities. All references to Department offices and personnel shall mean Design-Build Contractor's similar offices and personnel.</p> <p>No change.</p>
176.	RFP Q&A Seq # 21	<p>The INDOT Response to Question #21 is somewhat unclear. Please confirm the culverts in Section A, <i>shall remain in place with no improvements required</i>, unless modified by Design-Build Contractor's design.</p>	<p>See revised response to comment 21.</p>
177.	TP 16.3.6	<p>Technical Provision Sec. 16.3.6 was revised to add the following language:</p> <p>The existing fiber north of US 231 (Mile 247.5) is anticipated to be impacted by the road construction. Design-Build Contractor shall provide new fiber northward from US 231 to accommodate communications for the new TTS near 53rd Avenue (Mile 256.4) and all the new and existing ITS devices within this section. A new fiber cabinet shall be provided at the I-65/US 231 interchange to house the fusion splices between the existing fiber and the new northern fiber. The existing fiber from approximately US 231 (Mile 247.5) to SR 2 (Mile 240) shall be maintained.</p> <p>Questions for INDOT:</p> <ol style="list-style-type: none"> 1. If the existing fiber optic cable and conduit north of US 231 is not damaged during construction, is it still required to be replaced? Or can this section of cable be maintained to help expedite the construction schedule and minimize downtime of the fiber optic line? 2. The southern splice location is identified as a new cabinet to be provided at the I-65/US 231 interchange, but the northern splice location is not identified. Could the new 192-strand cable be spliced to the two existing 96-strand cables at an existing vault inside a splice closure? 	<p>1. See Revised TP Section 16.3.6 in Addendum 5</p> <p>2. Yes</p>
178.	Attachment 16-1	<p>In the prior 16-1 USP, ARIES Field Processors (AFPs) were defined and called out to be used with CCTV Cameras in the Design Criteria section. In the Aug 1 ITS 16-1 USP, however, this definition and explicit call-out for inclusion has been removed. The new USP does still use the acronym "AFP" for use with DMS (4 citations), and the top of p 64 discussion of ITS field ethernet switch states:</p>	<p>See response to Comment 179.</p>
179.	Attachment 16-1 USP	<p>New ITS USP 16-1 drops definition and requirement for ARIES Field Processor (AFP) in the new CCTV section. Later, AFP is cited for use with DMS and CCTV (p 64 top). Question is, is the contractor to provide AFPs for all CCTVs and DMS or not? Can an alternate brand of field processor be used where needed?</p>	<p>The definition for AFP will be added back into Attachment 16-1. See revised TP Attachment 16-1 in Addendum 5.</p>

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180.	ITP Form I, Form M	Unit prices for the following items do not match on Form I and Form M: Bridge Deck Patching, Full Depth, Patching Concrete Structures, Underdrain Patching. Please provide corrected form(s).	See revised ITP, Form M in Addendum 5.
181.	TP Section 16.3.6	<p>Addendum 4 revised TP Section 16.3.6 to include the requirement that the Contractor <u>shall</u> provide new fiber northward from US 231 to accommodate communications for the new TTS near 53rd Avenue (Mile 256.4). The language is conflicting as the impact to the fiber is “anticipated”, not definite. If a Contractor demonstrates no impact to the existing fiber, can it remain in place and no further proposed fiber or conduit will be required. Suggest revising language to clarify.</p> <p>If new fiber and conduit is required, the RID documentation only has provided topographic survey and underground utility information northward to the US 30 interchange, not to 53rd Avenue (Mile 256.4). Please provide additional supplemental survey, underground utility information, wetland delineations and impacts due to the replacing of this existing fiber and conduit. In addition, consideration should be given to the adverse impact to the construction schedule considering the TP also requires that the ITS field devices <u>shall</u> be operational prior to any roadway that involves lane closures.</p>	<p>Existing fiber-optic cable that is not impacted may remain in place and must be kept operational. Where not designated otherwise, fusion splicing between new and existing fiber optic cable may be done inside the nearest existing vault in good condition that can readily accommodate the fiber splice closure.</p> <p>See revised TP Section 16.3.6 in Addendum 5</p>
182.	Utilities RID	The existing NIPSCO 12kV and 69kV overhead electric lines at I-65 over US 231 are directly above existing bridge pier #2. The RID document “NIPSCO ELECTRIC I65 Matrix 2014-05-19” states that no outages are allowed for these lines. These lines present a significant problem with the installation of foundations for the required inside widening due to head room restrictions. Would INDOT consider discussing the possibility of allowing temporary outages with NIPSCO and revising the project documents accordingly?	<p>NIPSCO Electric will allow temporary outages on the US 231 distribution and transmission lines during construction. All outages must be pre-approved with NIPSCO a minimum of 60 days in advance of the outage. Generally outages are not allowed in July and August due to summertime loads. This can carry into June and September depending on heat and system demand. Normal stipulations exist that during an emergency situation the lines can be put back into service with short notice.</p> <p>Note that Reference Information Documents are not contractual.</p>
183.	Utilities RID	The existing NIPSCO natural gas distribution line that runs along the south edge of US 231 and north of existing I-65 over US 231 bridge pier #2 may be in conflict with the required bridge foundation inside widening. The RID document “NIPSCO GAS I65 Matrix 2014-07-14” lists the existing size and material as ‘4-inch Plastic & Steel’ while the SUE data lists the size and material as “8-inch steel”. NIPSCO policy does not permit any exposure of plastic gas distribution lines; such lines must be relocated. Typical NIPSCO gas relocation lead times are approximately 4 to 6 months and would affect the critical path of the contractor’s schedule. Would INDOT consider working with NIPSCO to have this line relocated prior to the issuance of the contract Notice to Proceed?	<p>The existing pipe is a 4” plastic inside an 8” steel casing. NIPSCO is uncertain of the total length of the casing, but if excavation for pier widening is limited to between the piers in the median, there is high confidence that the casing will exist within these limits. NIPSCO will allow temporarily supporting the pipe casing during construction of the pier widening, assuming the casing extends the full length of the excavated area. Developer must confirm the temporary casing extends the length of the excavation via test holes. Details of the support structure must be pre-approved by NIPSCO. All options to keep the existing facilities in place must be explored. If relocation is indeed deemed the only viable solution, INDOT will consider relocation of this structure to occur prior to issuance of NTP to the Developer Team.</p> <p>Note that Reference Information Documents are not contractual. Attachments are contractual.</p>

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184.	Utilities RID	Regarding the NIPSCO natural gas distribution line discussed above, please provide clarification as to whether the line is in a steel casing for the entire length under I-65.	The existing pipe is a 4" plastic inside an 8" steel casing. NIPSCO is uncertain of the total length of the casing. See response to 183 for additional information.
185.	TP 9.3	(ii) Item 6 states "Median ditches, median inlet spacing, and median drain capacity computations shall be performed by the Design-Build Contractor for the one percent annual EP storm. The hydraulic grade line shall not encroach onto the travel lanes. All existing median drain pipes shall be replaced or lined. Additional median drain pipes and inlets shall be added as required to meet capacity and encroachment requirements." Does this requirement of replacing all existing median drainage pipes apply to the existing median drainage pipes in Segment A?	The Design-Build contractor is responsible for providing a design that meets the hydraulic design requirements (i.e. 1% annual EP storm) for the median in Segment A. How this design is accomplished will be up to the Design-Build Contractor. See revised TP Section 9.3.6 in Addendum 5.
186.	TP 16.3	<p>Sections 16.3.5.4, 16.3.5.5, 16.3.5.6 and 16.3.6 of the Technical Provisions states that CCTV Cameras, Dynamic Message Signs, Travel Time Signs and all ITS field devices shall be installed and operational prior to any roadwork that involves lane closures.</p> <p>Due to the long lead times for material (approximately 40 weeks) and installation time the Design Build Contractor is anticipating that this would prohibit any work on the project (except for ITS work) to be performed prior to late summer 2017.</p> <p>The Design Build Contractor is requesting clarification and or confirmation from INDOT regarding those specifications and the effect on the overall project schedule.</p>	See revised TP Section 16.3 in Addendum 5.