

202 South Mountain Freeway Project

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| 1 | DBMA General | N/A | N/A | ADOT typically incorporates bituminous and diesel fuel cost adjustments in its construction contracts. Recommend including these adjustments in the DBMA Contract and ADOT take this risk versus Developer's to reduce D&C price premiums. | No change. |
| 2 | DBMA 3.1.3.1 General Comment(s) DBMA Exhibit 1 | 18 | 27-34 | The proposed regime for certain ADOT approvals requiring approval, consent or acceptance by ADOT in its sole or absolute discretion remains a major concern. RELEVANT DBMA PROVISIONS of concern are as follows: 1) 1.3.8 Meaning of Discretion - In this Agreement, except as otherwise stated herein, the word discretion with respect to any Person means the sole and absolute discretion of such Person. This clause must be deleted in its entirety. To the extent ADOT remains reluctant to provide that all decisions of ADOT will be made in good faith, then ADOT should specifically clarify in each and every instance which decisions ADOT requires "sole" discretion versus "good faith" discretion. This clause directly conflicts with those instances which ADOT has already clarified "good faith" discretion applies. | DBMA Section 1.3.8 deleted, and uses of "discretion" throughout replaced with either "sole discretion" or "good faith discretion" as applicable. See revised language in Addendum #1. |
| 3 | DBMA 3.1.3.1 General Comment(s) DBMA Exhibit 1 | 18 | 27-34 | 2) Please delete Section 3.1.3.1 in its entirety or, in the alternative, this clause may be revised to clarify that, stated to the contrary otherwise, any and all such approvals, consents or acceptances by ADOT will be deemed subject to the good faith discretion of ADOT as described in Section 3.1.3.2. | No change. |
| 4 | DBMA 3.1.3.1 General Comment(s) DBMA Exhibit 1 | 18 | 27-34 | In addition to the DBMA PROVISIONS noted above, DBMA PROVISIONS PROVIDING FOR ADOT'S SOLE AND ABSOLUTE DISCRETION ACTIONS AND APPROVALS of concern are as follows: 1) 1.2.1(h); 2) 1.2.3; 3) 2.2.1; 4) 2.2.2; 5) 3.1.8.4; 6) 5.3.1; 7) 5.7.3; 8) 5.10.7.2(b); 9) 5.10.7.(c); 10) 5.10.7.4; 11) 6.2.4(b); 12) 6.3.1; 13) 6.7.1; 14) 7.6.1; 15) 8.1.2.1; 16) 8.1.2.6; 17) 8.13; 18) 9.4.9.2; 19) 9.4.10.2; 20) 9.4.10.3; 21) 10.1.3; 22) 10.1.4; 23) 10.2.4; 24) 10.2.5; 25) 11.1.5.1; 26) | Levels of ADOT discretion in DBMA Sections 5.3.1, 5.7.3, 5.10.7.2(c), 13.3.3.1, 19.2.1.1(d), and 19.5.3(i) changed to "good faith discretion." No other changes made. See revised language in Addendum #1. |

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| | | | | 11.1.13.2(b); 27) 11.1.13.4(d); 28) 11.1.20.1; 29) 13.3.1.1; 30) 13.3.4.1; 31) 13.4.1(a); 32) 14.2.2; 33) 15.1.2.1; 34) 15.1.4.2; 35) 15.2.2; 36) 19.2.1.1(d); 37) 19.2.1.3; 38) 19.5.3(i); 39) 19.5.4; 40) 23.4.1; 41) 23.6.4; 42) 24.1.1; 43) 24.2.1(j); 44) 24.3; 45) 25.4.7; 46) 25.5.1. | |
| 5 | DBMA 4.3.2 | 30 31 | 35 3 | We note that the Developer assumes responsibility for obtaining approvals, re-evaluations etc. relating to, amongst other things, Relief Events. However, it is unclear how delays/additional costs associated with obtaining these additional approvals are treated. We propose that it should be made clear that, consistent with the risk allocation for the consequences of a Relief Event, the Developer is entitled to an extension to the Completion Deadlines and its Extra Work Costs and Delay Costs to the extent that delay or extra costs are incurred as a result of the Developer needing to obtain an approval or re-evaluation under §4.3.2 for a Relief Event. | Definitions of "Extra Work" and "Relief Event Delay" in DBMA Exhibit 1, and descriptions of Extra Work Costs for negotiated lump sum and force account Extra Work in DBMA Exhibit 14, revised to make requested clarifications. See revised language in Addendum #1. |
| 6 | DBMA General Article 5 DBMA General Article 14 DBMA General Article 15 DBMA Exhibit 1 | | | The DBMA appears to be silent on instances where an appraiser determines lands outside of the Schematic ROW will be included in the larger parcel determination, or changes from partial to full acquisition. These additional acquisitions (not requiring a Necessary Schematic ROW Change), should be included in the Definition of ADOT Additional Property. | Definitions of ADOT Additional Property and Developer-Designated ROW, and Sections 5.6.1, 5.6.3 and 5.6.4.1, revised in Addendum #1 to clarify ADOT's and Developer's respective responsibilities to pay for uneconomic remnants. |
| 7 | DBMA 5.2.2 | 38 | 27 | Provision does not address full range of potential costs that need to be taken into account. Address responsibilities and provide information for cost to cure issues such as a partial take, fence line or alternate access issues. | DBMA Section 5.6 revised to clarify that severance damages include cost-to-cure damages. See revised language in Addendum #1. |
| 8 | DBMA 5.6.4.4 DBMA 5.6.8 | 43 44 | 12 8 | Text: "If ADOT incurs any such costs and expenses on Developer's behalf, ADOT may submit any invoices for such costs and expenses to Developer, in which case Developer shall pay the invoices within ten days after delivery to Developer." We propose that invoices are paid within 30 days of receipt. | See revised language in DBMA Sections 5.6.4.4 and 5.6.8 in Addendum #1. |
| 9 | DBMA 5.7.1 | 44 | 23 | Will the Developer be entitled to additional payments from ADOT for the avoidance of parcels that Proposers received credit against the D&C Price during the Pre- | No. DBMA Section 5.7.1 revised to clarify that Proposer will not get such additional payments for parcels Proposer receives |

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| | | | | Proposal Submittal? | credit against the D&C Price as part of its Proposal. |
| 10 | DBMA 5.8.2 | 47 | 24 | Current Text: "34 (c) Developer shall bear all risk that the GRIC will refuse or delay selling, relocating or abandoning any GRIC well. If such refusal or delay occurs, Developer shall be obligated to re-design the affected portions of the Project in order to avoid such GRIC well(s) and preserve the GRIC's legal access to the well(s). Developer shall not be entitled to any Supplemental Agreement for additional compensation or Completion Deadline adjustment as a result of such refusal, delay or need to re-design." Issue: Developer can acknowledge that ADOT has no power to condemn GRIC wells, but ADOT has transferred the risk of acquiring, relocating or abandoning the well to the Developer, who has even less power to perform these operations. Suitable adjustment to compensation and completion time must be provided to address these delays potentially associated with the acquisition, relocation or abandonment of any GRIC well. One suggestion is to treat the events in the same manner as the Utility Relocation Agreements with the Developer entitled to a Relief Event, additional compensation and Contract Deadline adjustment. | DBMA Section 5.8.2 revised to clarify that Developer's design must avoid land parcels within which GRIC wells are located, unless Developer can purchase the land parcels and wells directly from the GRIC, subject to certain conditions. See revised language in Addendum #1. |
| 11 | DBMA 5.8.2.3 (C) | 47 | 24-30 | Recommend that ADOT assume the risk for GRIC wells, including water right cost impacts to reduce the risk/lump sum price that bidders will place on this risk. It should result in lower bids if ADOT has its own allowance for the GRIC wells. "If such refusal or delay occurs, Developer shall be obligated to re-design the affected portions of the Project in order to avoid such GRIC well(s) and preserve the GRIC's legal access to the well(s). Developer shall not be entitled to any Supplemental Agreement for additional compensation or Completion Deadline adjustment as a result of such refusal, delay or need to re-design." Developer needs to be granted a Relief Event if GRIC disagrees with proposed legal access to their wells. | No, Developer's design must avoid and preserve access rights to the entire parcels on which the GRIC wells are located. See revisions to DBMA Section 5.8.2, in Addendum #1. |

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| 12 | DBMA 5.10.2.1 | 49 | 35 | We have received feedback from utilities they want to enter into MOU's with ADOT, not the Proposers. Our experience reinforces that position as pre-bid MOU's with utility entities establish baseline assumptions for utility requirements, design reviews, turnarounds, etc. for all Proposers to support the development of a competitive bid with unnecessary contingency. This approach balances risk sharing between the parties and provides information the Proposers can rely upon for proper relief in the event of misinformation or a non-cooperative utility. We recommend ADOT enter into MOUs with utilities and/or establish a baseline for expected terms and conditions for all bidders where Developer should be entitled to relief if conditions are not met. | Duly noted. ADOT will continue to evaluate this issue |
| 13 | DBMA 5.10.2.5 | 51 | 13-15 | If a Utility Company has <i>proper Prior Rights</i> Documentation in connection with a Utility Adjustment, then ADOT, together with Developer and the Utility Company, will be a party to the corresponding Utility Agreement. It is assumed that ADOT will determine proper Prior Rights since it has the history with utilities. If there is a delay with a determination of proper Prior Rights, then the Developer should be entitled to a Relief Event since the Developer is otherwise be expected to take on utility risks but in instances where ADOT can directly impact the Developer's schedule, the Developer must be provide relief. | Definition of "Utility Company Delay" modified to include delays caused by certain disputes over prior rights determinations, provided that Developer makes reasonable efforts to resolve the dispute and proceeds with Utility Adjustment Work pending resolution of the dispute. See revised language in Addendum #1. |
| 14 | DBMA 5.10.9.5 (c) | 58 | 10-13 | Please delete this clause in its entirety. If ADOT elects to delay issuance of a utility permit or other agreement or approval pending final resolution of the Dispute, Developer's indemnity under Section 21.1.1(j) should not be deemed to apply with respect to any applicant claim of wrongful delay or denial pending resolution of the Dispute. Deemed application of an indemnity obligation pending Dispute Resolution of said issue is not a reasonable or practical approach without further clarifying ADOT's responsibility to make the Developer whole should the Dispute be later resolved in favor of the Developer. | No change. |

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| 15 | DBMA 5.10.11.2 | 58 | 30 | Section 5.10.11.2 states - Developer shall not be required to pay for Utility consumption required to provide Routine Maintenance. For further clarity will ADOT provide text that says the following: "cost of electricity for Developers maintenance yard(s) office(s) shall be paid by Developer. Cost of electricity for highway operations including street lighting, irrigation systems, signals and ITS shall not be the Developers responsibility. | See revisions to DBMA Section 5.10.11 in Addendum #1. |
| 16 | DBMA 5.10.11.2 | 58 | 30-31 | Are we responsible for Utility consumption for Street Lights and Traffic Signals, and water for irrigation? Definition of "Utility" excludes Street lighting and Traffic Signals, etc. It is unclear if we are responsible for utility consumption. | See response to Question No. 15. |
| 17 | DBMA 6 | 79 | | Developer shall be responsible for the maintenance of the D&C work and the project site. Do the maintenance performance requirements apply to both the 30-year Maintenance Term as well as the Construction term? What are the performance requirements for the existing assets and the project site? Example: ITS System on I-10. | The scope and standards for Maintenance During Construction will be added to Maintenance Technical Provisions as part of a future Addendum. See revisions in Section GP 110.12 and Section D of the TPs in Addendum #3. |
| 18 | DBMA 6.5.2.2 | 64 | 29 | "If, however, Developer, asserts that any of ADOT's other contractors have caused damage to Work, or have hindered or interfered with the progress of completion of the Work, then Developer's sole remedy shall be to seek recourse against such other contractors." Developer's contract is with ADOT, not with other contractors. Claims against other contractors could be precluded by lack of privity, leaving Developer without any relief for delays not within its control. | DBMA Section 6.5.2.2 revised to clarify that, upon Developer's request, ADOT will assign to Developer ADOT's contract rights and remedies regarding the subject claim. See revised language in Addendum #1. |
| 19 | DBMA 6.8.7 | 74 | 15-16 | Please revise the language to clarify the limitation at the end of the as follows: "other <u>than a Release from a Developer-Related Entity</u> in the course of performing Work (a "third party"), <u>and only</u> where such Release is from a <u>the Developer-Related Entity's</u> vehicle operating or located within the Project ROW or from such vehicle's cargo." The Developer is not responsible for incident response whether a third party causes a Release of Hazardous Materials onto the Project from a location | No change. |

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| | | | | inside or outside of the Project ROW and/or from that third party's vehicle or cargo. | |
| 20 | DBMA 6.11 | 75 | 23-27 | Commencing upon issuance of NTP 2 and continuing thereafter during the Construction Period, Developer shall be responsible for maintenance of the D&C Work and the Site; provided, however, that Developer's maintenance responsibility for portions the D&C Work owned by third parties shall extend until the control of and maintenance responsibility for such portions are officially transferred to the respective third parties. Recommend starting maintenance during construction only after the Developer has started physical construction on-site, otherwise maintenance will be maintained by ADOT and other jurisdictions. This will reduce the lump sum D&C price. | The scope and standards for Maintenance During Construction will be added to the Maintenance Technical Provisions, and a Non-Compliance Event will be added regarding adherence to these standards. Corresponding revisions will be made in a future Addendum. Maintenance During Construction responsibility will commence upon issuance of NTP 2. |
| 21 | DBMA 7.9.3 DBMA 7.11.3 | 83 | 18-24 | Section 7.9.3 should be deleted in its entirety or clarify that No Completion Deadline Adjustment shall be made "except as otherwise specifically provided in the <u>Contract Documents</u> ." This clause should not be limited to the procedural language of Article 15 which includes language that ADOT may accept or reject Change Requests in its "sole discretion" which remains problematic as noted elsewhere. | See revisions to DBMA Sections 7.9.3 and 7.11.3 in Addendum #1. |
| 22 | DBMA 7.9.3 DBMA 7.11.3 | 83 | 18-24 | Additionally, Section 7.11.3 allows ADOT to withhold 20% of progress payments until such time as Developer has prepared and ADOT has approved a Recovery Schedule. This clause remains inconsistent with the LD regime provided for in Section 20 and 20.1.2 in particular in that "Liquidated Damages shall constitute ADOT's sole right to damages for [any] such delay" of Developer to achieve Substantial Completion and Final Acceptance by the respective Deadlines and presents an unacceptable risk for Developer's right to receive full payment for undisputed work performed and it is unnecessarily punitive. | Amounts withheld reduced to 5% of progress payments, and language added to clarify that such amounts will be paid to Developer after ADOT approves the Recovery Schedule. See revisions to DBMA Section 7.11.3 in Addendum #1. |
| 23 | DBMA 7.9.3 DBMA 7.11.3 | 83 | 18-24 | Section 7.11.3 should be deleted in its entirety. In the alternative, should Developer fail to deliver a Recovery Schedule demonstrating that the Developer can achieve | See response to Question No. 22. |

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| | | | | the respective Deadlines prior to the 'long stop dates" set forth in Section 20, a more reasonable 2.5% withholding may be warranted provided it is also clarified that any such withholding may be invoiced in the next Draw Request immediately following Developer's submittal of Recovery Schedule demonstrating that the Developer can achieve the respective Deadlines prior to the 'long stop dates" set forth in Section 20, and it will be paid by ADOT accordingly. | |
| 24 | DBMA 8 TP MR 400 | | | Consider removing the Asset Condition Score System as duplicative and unnecessary. | The Maintenance regime is under consideration. Any changes will be reflected in a future Addendum. The Asset Condition Scoring System will be retained, but revised in Addendum #3. |
| 25 | DBMA 9.6.2.1 | 114 | 7-11 | As currently drafted, the Key Personnel section is overly punitive. Contractor's discretionary replacement of Key Personnel is done almost always for one of three reasons: 1) Key Personnel are not performing; 2) for personal reasons (e.g. family issues, career opportunity); or 3) to provide an opportunity for deputy staff to assume a leadership role. ADOT should have the discretion to accept replacement Key Personnel on these, and other legitimate grounds, without automatically triggering LDs. This is not industry practice. Further, the LD amounts should be reduced to a more typical \$100k value. | DBMA Sections 9.6.2.1 and 9.6.2.2 revised to reduce the number of Key Personnel to which Liquidated Damages apply. DBMA Section 9.6.3.2 revised to allow Developer to replace the Project Manager once during the D&C Period without incurring Liquidated Damages, subject to certain conditions. See revised language in Addendum #1. |
| 26 | DBMA 9.6.3.1 | 115 | 11 | Please add a provision where the Developer may replace Key Personnel (where the individual is replaced another individual acceptable to ADOT) during the D&C Period if the work is more than 60% complete. | See ADOT's response to Question No. 25. |
| 27 | DBMA 10.1 | 121 | 3 | Please confirm Developer may elect to provide D&C Performance and Payment Bonds from the construction contractor so that such bonds are security for payment to Developer's subcontractors and performance of the respective entity's obligations under the DBMA. It is anticipated that such election would require such bonds to include a multiple obligee rider in which ADOT is named as an additional obligee. | No revisions to DBMA necessary. See ITP Section 6.1.2(j)(ii) |

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| 28 | DBMA 10.2 | 127 | 35 | Typo - change the word "defect" in the sentence to "effect". | Change will be made. |
| 29 | DBMA 10.2 | 122 | 35 | Please amend this line to read "...in full force and <u>effect</u> (delete defect) ..." | See response to Question No. 28. |
| 30 | DBMA 19.7 | 217 | 35-38 | Text "...provided, however, that if such nonpayment continues for more than 90 days after ADOT's receipt of such notice, upon notice from Developer to ADOT, the nonpayment may be deemed a Termination for Convenience pursuant to Section 24." ADOT non-payment - May suspend after 15 business days, but only exercise termination for convenience if nonpayment continues for 90 days. Developer requests shorter time to exercise termination for convenience. [too long to quote] | No change. |
| 31 | DBMA 10.1.1.2(d) | 121 | 17 | The \$10 million Warranty Bond stays in place through the end of the Warranty Term and the end of any warranty period for re-done work. We could potentially be significantly over-secured if the re-done work is not significant. Request the right to replace the Warranty Bond with a bond or replacement security that equals 125-200% of the cost of the re-done work at the end of the Warranty Term. | DBMA Section 10.1.1.2(d) revised to allow Developer to replace the Warranty Bond, at the end of the Warranty Term, with replacement security in the amount of 200% of re-done work performed during the Warranty Term. See revised language in Addendum #1. |
| 32 | DBMA 10.1.3 DBMA 10.2.6.1 | 122 124 | 13 30 | Sections 10.1.3 and 10.2.6.1 say the surety has to meet several fairly standard requirements. However, if the Surety that provided the bond no longer meets the foregoing requirements, Developer shall provide a replacement bond in the same form issued by a surety meeting the requirements or other assurance satisfactory to ADOT. It is unclear how this provision would apply to bonds with co-sureties. If one surety is downgraded, is a new bond required? Or does the bond continue with the remaining sureties? Please clarify. | DBMA Sections 10.1.3 and 10.2.4 revised to clarify that if any bond is provided by co-sureties and one of the co-sureties no longer meets the applicable requirements, the corresponding bond may remain in effect so long as one of the co-sureties meets the requirements and remains liable for the full amount of the bond. See revised language in Addendum #1. |
| 33 | DBMA 10.2 | 122 | 35 | Please confirm that it is the intent that the Maintenance Performance and Payment Bonds will be replaced every five years with no cumulative liability and that the term of each bond will be five years plus a one-year additional obligation on each Maintenance Performance Bond. It is our understanding that each set of bonds will be released at the time as governed by 10.2.1.4 and 10.2.2.2. | Confirmed. The Maintenance Bonds must be replaced every five years during the Term, without cumulative liability from the previous five-year period. DBMA Section 10.2.1.7 (formerly Section 10.2.1.4) revised to shorten the applicable |

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| | | | | | <p>Maintenance Performance Bond tail periods from six years to three years, and to clarify the purpose of the tail periods.</p> <p>DBMA Section 10.2.2.2 sets forth release times for the Maintenance Payment Bonds.</p> <p>See revised language in Addendum #1</p> |
| 34 | DBMA 10.2.1.2 | 123 | 3-23 | <p>All sureties are concerned with the lack of clarity with regard to the amount of the Maintenance Bonds. The calculation of the amount of the bond in Section 10.2.1.2 is effectively the equivalent of a 100% P&P bond and, given the time period involved in the Maintenance Term introduces significant uncertainty for the long term. We recommend that ADOT simplify the bond amount requirement by deleting the content of 10.2.1.2 in its entirety and inserting a flat bond amount of \$15,000,000 for the ongoing maintenance services. ADOT might also consider a smaller bond amount for the maintenance services and, for Capital Asset Replacement work in excess of some amount (i.e. \$5,000,000 to \$10,000,000) an additional P&P bond requirement for that specific construction work. This would allow for a more traditional construction bonding approach to be inserted into the overall maintenance scope of work. It would also allow for the construction activity to be bonded by the contractor performing the actual construction work while also providing multi-obligee riders to protect ADOT's interest directly.</p> | <p>No change as to request to simplify amount of the Maintenance Bonds. New DBMA Section 10.2.1.3 added to give Developer the option to split the Maintenance Bonds into separate bonds for Routine Maintenance and Capital Asset Replacement Work, subject to conditions. See revised language in Addendum #1.</p> |
| 35 | DBMA 10.2.1.2 | 123 | 3-12 | <p>10.2.1.2 The initial amount of the Maintenance Performance Bond shall be required as of the Substantial Completion Date and an adjusted amount required as of each five-year anniversary of the Substantial Completion Date based on the higher of the following calculations: (a) 100% of the escalated amounts of Monthly Disbursements scheduled for the applicable five-year period, as set forth in Exhibit 2-4.2; and (b) 100% of the estimated costs of Capital Asset Replacement Work</p> | <p>No change. The penal sums for Maintenance Bonds will increase or decrease depending on the value of Maintenance Services to be provided during the applicable five-year term.</p> |

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| | | | | <p>scheduled to be completed during the applicable five-year period, as determined before each five-year period in accordance with Sections 8.3 and 8.11.2; 13 and the Hand back Requirements; plus 100% of the escalated amounts of Annual; 14 Routine Maintenance Payments scheduled for such five-year period, as set forth in; 15 Exhibit 2-4.3; plus 100% of all in-lieu fees, if any, owing from Developer to ADOT under; 16 Section 8.11.4. The penal sum amount of the Maintenance Bonds, as currently specified at 10.2 and in the bond, appears to be equal to 100% of the escalated Monthly disbursement Amounts for the five year Term, plus 100% of the Capital Asset Replacement Work for the term. This calculation would appear to require a very substantial Maintenance Bond Penal Sum, which increases each term. Given the length of the maintenance obligations, and the amount of the escalating penal sums, we do not believe these bond terms are commercially available in the marketplace. Revised language should provide for a smaller more certain penal sum.</p> | |
| 36 | DBMA 10.2.1.4 | 123 | 26 -31 | <p>The introduction of a 6 year release period for the Maintenance Performance bond from the previously stated, more traditional, release triggers is both unusual and unnecessary. We recommend that ADOT revert back to the previous (2nd Industry Draft wording) release wording for the Maintenance Performance Bond.</p> | <p>DBMA Section 10.2.1.7 (previously DBMA Section 10.2.1.4) revised in Addendum #1 to shorten the applicable tail periods from six years to three years, and to clarify the purpose of the tail periods.</p> |
| 37 | DBMA 10.2.1.4 | 123 | 24 | <p>Text: "10.2.1.4 ADOT will provide a release of a Maintenance Performance Bond on the later of: (a) the date that is six years after the end of the term of the Maintenance Performance Bond; or (b) the date that all outstanding Developer Defaults, and Claims made against Developer within six years after the end of the term of the Maintenance Performance Bond, arising out of the obligations guaranteed by the Maintenance Performance Bond, have been finally resolved." The obligation for a Maintenance Performance Bond is one year after the Term. Yet 10.2.1.4 requires the bond to remain in effect for the later of 6 years after the end of</p> | <p>DBMA Section 10.2.1.1 revised to delete the one-year, additional coverage period after the end of the Term.</p> <p>New DBMA Section 10.2.1.4 added to provide Developer the option to obtain separate Maintenance Performance Bonds for the Routine Maintenance and Capital Asset Replacement Work, subject to conditions.</p> <p>DBMA Section 10.2.1.7 (formerly Section</p> |

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| | | | | <p>the term or the date all outstanding Defaults and Claims arising out of the Maintenance Performance Bond have been finally resolved. Similar to the Warranty Bond, ADOT could be significantly over-secured for obligations which would have arisen, if at all, 5 years prior. Request the right to replace the Maintenance Performance Bond with a bond or replacement security that equals 125-200% of the cost of the obligations outstanding at the end of the Maintenance Term. Text: "10.2.2.2 ADOT will provide a release of a Maintenance Payment 38 Bond upon the first to occur of: (a) to ADOT that all Persons eligible to file a claim against the Maintenance Payment Bond have been fully paid, and (ii) unconditional releases of claims and stop notices from all Subcontractors who filed a preliminary notice of a claim against the Maintenance Payment Bond (or evidence satisfactory to ADOT that any such claims and stop notices have been separately bonded around); or (b) expiration of the statutory period for Subcontractors to file a claim against the Maintenance Payment Bond, if no claims have been filed; provided, however, that if no statute applies, then this clause (b) shall be disregarded."</p> <p>Same issue as above for the Maintenance Payment Bond release. In addition, it appears from 10.2.3 that a separate Payment Bond is required with a term of at least 5 years. The timing in 10.2.1 could result in having two maintenance payment bonds in place simultaneously. Request that Maintenance Payment Bonds replace, and do not overlap each other, and that the Payment Bond in effect at the end of the Maintenance Term be replaced with a bond or replacement security that equals 125-200% of the cost of the payment obligations outstanding at the end of the Maintenance Term.</p> | <p>10.2.1.4) revised to shorten the applicable tail periods from six years to three years, and to clarify the purpose of the tail periods. (Note that there is no statute of limitations for breach of contract claims by ADOT, and no statute of repose applicable to maintenance. The three-year tail period before release therefore provides the Surety with protection not otherwise available under Arizona law.)</p> <p>As to DBMA Section 10.2, while two Maintenance Payment Bonds might be in place simultaneously, each will cover separate time periods and therefore are not duplicative.</p> |
| 38 | DBMA 10.2.6.4 | 125 | 12-14 | <p>For clarity, and consistency with the language in Section 10.2.6.2, please amend to read "<u>Failure of the Developer to provide replacement Maintenance Bonds, or a letter of credit or cash collateral in lieu of the replacement Maintenance Bonds, ...</u>".</p> | No change. |

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| 39 | DBMA 10.4.5 | 126 | 38 | Text: "Developer shall report to ADOT, on a quarterly basis during the Term, the Tangible Net Worth of Developer and each Guarantor." We consider an obligation to provide quarterly reports of the Developer and any Guarantor's Tangible Net Worth to be administratively onerous and unnecessary. We propose that §10.4.5 is amended to provide for the annual provision of each relevant party's financial statements. | No change. |
| 40 | DBMA 11.1.7(a-c) | 130 | 12-30 | Project specific professional liability policies are based entirely on the specific details provided with respect the application for insurance and for this reason require the reporting of material changes in order for coverage to remain in force. The type of non-vitiation wording outlined in sections (a) and (c) of 11.1.7 is not commercially available as respects project specific professional liability. Further, project specific professional liability policies provide coverage to all additional insureds generally including a joint defense provision so that all parties to a single claim are defended together in order to minimize defense costs and facilitate claim resolution. This defense structure would be in direct conflict with the requirements of section (b) of 11.1.7. We suggest amending this wording so it does not apply to project specific professional liability coverage. | 11.1.7(a) - No change. ADOT believes the non-vitiation clause is available in PL insurance markets. 11.1.7(b) - will be clarified in Addendum #1. |
| 41 | DBMA 11.1.18.1 | 137 | 2-7 | As Developer cannot price uncertain amounts that are solely determined by Owner, if there is a change in coverage amounts and/or deductibles, Owner should treat this as an ADOT-Directed Change. Please clarify. | No change. |
| 42 | DBMA 11.1.18.1 | 137 | 2-7 | Please confirm this section applies only to the insurance requirements for policies to be effective during the Maintenance Period and not any Construction Period policies with extended reporting periods (Professional Liability) or extended products/completed operations periods (Commercial General Liability and Pollution Liability). Suggest adding wording at the beginning of this section to specifically preclude adjustment to the above mentioned lines of coverage. | Confirmed and no change. DBMA Section 11.1.18.1 expressly states that such adjustments will occur "during the Maintenance Period (commencing initially on the Substantial Completion Date)." |

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| 43 | DBMA 11.1.20 | 137 | 32 | This provision allows for ADOT at its discretion to procure the builder's risk insurance for the benefit of the project. Since risk of loss in many respects is transferred to the Developer, the Developer should be able to decide at its sole discretion the insurance package selected for the project as long as it complies with the requirements in Section 11 of the DBMA and Exhibit 12. Aside from coverage and cost, there are many factors that can influence an insurance purchase such as claims administration and engineering services that need to be factored in to the insurer selection process. The Developer is best suited in the case of the project to select both an insurer and a policy that meets the needs of the project. | DBMA Section 11.1.20 deleted in Addendum #1. |
| 44 | DBMA 11.1.20 | 137 138 | 31-37 1-17 | It isn't reasonable for ADOT to impose full risk of loss on to the Developer and then leave open the option for ADOT to provide the Builders Risk insurance. If ADOT wants the Developer to retain Risk of Loss, then the Developer is the appropriate party to provide the Builders Risk coverage. Section 11.1.20 should be deleted in its entirety. Should ADOT wish to retain the option to provide the Builders Risk insurance, it should add provisions to the contract that cause ADOT to retain all Risk of Loss for the Project, making the Developer only responsible for reasonable deductibles for damages to the Work arising out of Developers operations. | DBMA Section 11.1.20 deleted in Addendum #1. |
| 45 | DBMA 11.2.7 | 139 | 26-29 | Requiring the Developer to provide periodic updates for those insurance programs subject to aggregate erosion is acceptable, but the frequency of such update cannot be based on every payment made under a policy. Modify this wording to designate a frequency (annual) and/or a % of erosion of any given aggregate (i.e. 50%). | DBMA Section 11.2.7 revised to specify the frequency (i.e., quarterly) and scope of reporting requirements. See revised language in Addendum #1. |
| 46 | DBMA 11.3.1 | 139 | 32-41 | ADOT has reintroduced the responsibility for the Developer to retain risk of loss for the Project during the maintenance period, including those risks for which the Developer will have no control. This will require the Developer to, in essence, provide a full property insurance program (whether required by the contract or | No change. ADOT disagrees with Proposer's statement that Developer retains risk of loss for the entire Project during the Maintenance Period. The definition of Force Majeure Event provides Developer broad Relief Event protection against risk of loss or damage to |

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| | | | | <p>not) covering the entire project. We raise the question again as this position is contrary to that which ADOT took in the 2nd Industry Draft review after making correction from the 1st Industry Draft review. Does ADOT wish to revert back to its original position of having the Maintenance Contractor retain risk loss for, and therefore have to insure, an asset of ADOT? Doing so would bring this piece of highway outside the already established risk management and risk financing program maintained by ADOT on its many miles of other roadway in the State. Given that the Developer has no real insurable interest in the property, beyond that on which it may be performing actual construction related work, transferring risk of loss to the Developer is extremely inefficient. It is, however, reasonable to have the Developer retain risk of loss for property <u>under construction</u> during the maintenance period and for the Developer to have responsibility to provide Builders Risk coverage for such activities. This was the position shown by ADOT in the prior (2nd) industry Draft Review. We recommend that ADOT revert back to that position. Continuation with the current position will cause a substantial increase in the cost of the Maintenance work.</p> | <p>the Project.</p> |
| 47 | DBMA 11.3.2 DBMA 11.3.8 | 140-142 | | <p>Current document requires ADOT to be named as Loss Payee and states that ADOT will control all proceeds from the Builders Risk insurance program. This is an unacceptable position. In a fixed price cost environment, where the Developer / Contractor retains full risk of loss for damage to the Work, all proceeds from the Builders Risk insurance must be controlled by the Developer. ADOT will be named as an insured, as its interest may appear, under the Builders Risk policy, but the Developer must remain the loss payee and control all proceeds received to cover insured damages to the Work. Section 11.3 of the contract should be deleted in its entirety. An alternative is for ADOT to assume full risk of loss for the Project, provide the Builders Risk insurance on behalf of ADOT and all project participants, and make the</p> | <p>No change.</p> |

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| | | | | Developer responsible for a reasonable deductible amount for any damages that arise out of the Developer's operations. | |
| 48 | DBMA 12.1.2 | 143 | 23 | The second sentence of Section 12.1.2 provides that the warranty term for certain Non-Maintained Elements owned by third parties shall not commence until "...the date of acceptance thereof by such persons..." This may lead to the creation of an unbondable warranty obligation that does not incept for many years after the work is performed, since third parties have no duty or obligation to timely accept the work. Insert a limiting term at the end of the second sentence: "...; however, in no event shall the Warranty Term on such Non-Maintained Elements owned by such Persons remain in effect beyond the second anniversary of the date of substantial completion of the D&C Work." | DBMA Section 12.1.2 revised such that the Warranty Term for Non-Maintained Elements that will be owned by third parties commences upon Final Acceptance and ends on the earlier of (i) one year after the owner's acceptance; or (ii) 18 months after Final Acceptance. See revised language in Addendum #1. |
| 49 | DBMA 13.2.1.2 DBMA 7.3(n) | 147 78 | 14-17 17-18 | This section states Any Design Work that Developer performs prior to satisfaction of the conditions precedent set forth in Section 7.5 shall be at Developer's risk, as ADOT will not pay for or review any Design Work prior to satisfaction of such conditions precedent." Please strike "or review" in order to allow the Developer the option to proceed with early design to the benefit of the Project. | No change. |
| 50 | DBMA 13.2.1.3 (b) | 148 | 24-25 | (b) For each item that is a Submittal, other than Design Documents, in the next Draw Request after ADOT approves the Submittal;" Recommend that the other design submittals be allowed to be invoiced at 75% for the draft and the remaining 25% upon ADOT approval. A majority of the hours/costs are spent on the initial draft. | DBMA Section 13.2.1.3(b) revised to pay Developer 50% of amounts shown in DBMA Exhibit 2-4.1 for certain Submittals after ADOT receives complete drafts of the Submittals (unless ADOT determines the draft is significantly inadequate), and the remaining amounts after ADOT approves the final Submittals. See revised language in Addendum #1. |
| 51 | DBMA 13.3.1.5 | 153 | 20 | Text: "If Developer satisfactorily performs D&C Work which entitles it to payment from the D&C Price but payment of any portion earned is deferred due to the then applicable Maximum Allowable Cumulative Draw, then, upon Developer's request, ADOT will provide reasonable certification of such deferred amount. | No change. The form of the certification will be determined by working with Developer's lenders. The intent is to certify the deferred amount owing from ADOT to Developer in a form the lenders can rely on. |

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| | | | | <p>Notwithstanding any other provision in this Agreement, Developer may assign all or any portion of its rights, title and interests in and to payment of such amounts certified by ADOT, or to any other payment made or owed by ADOT under this Agreement, to any Person from which Developer obtains financing to complete any portion of the Work."</p> <p>Please provide financial details about the certification mentioned in this section and details/schedule regarding the amount of the Maximum Allowable Cumulative Draw over the D&C and Maintenance Periods.</p> | |
| 52 | DBMA 13.3.2 | 153 | 29-30 | This section should be deleted. The contract already provides sufficient incentive (in the form of Liquidated Damages) and adequate performance security (bonds) for the Developer to reach timely Final Completion. | DBMA Section 13.3.2 is deleted in Addendum #1. |
| 53 | DBMA 13.3.5.1 ITP Exhibit 5 Form M1.1 DBMA 13.3.5.1(d) | 155 156 | 26-29 3 | DBMA states that mobilization may not exceed 5% of the D&C price, but the Price Form now contains fixed amounts. Please revise the price form and DBMA to be consistent and revise the documents to allow a minimum mobilization payment of 10% due to the size and complexity of the project. | ADOT will address in Addendum #1: DBMA Section 13.3.4.1 and ITP Exhibit 5, Form N-1.1. |
| 54 | DBMA 13.4.5 | 158 | 7 | "Prior Relief Requests that are not in Dispute will be subject to correction in the Final Application for D&C Payment." Please clarify what this sentence means. | DBMA Section 13.4.5 revised to clarify that such prior Relief Requests that are not in Dispute will be reconciled in the Final Application for D&C Payment. |
| 55 | DBMA 14 | 166 | 1 | <p>The Developer acknowledges that the D&C Price and Maintenance Price provide for full compensation for performance of all the Work, subject only to those exceptions specified in this Article 14. There is a reference to ADOT Directed Changes in 14.1.1.1, but it is in the context of excluding Section 14.1 from applying to ADOT-Directed Changes.</p> <p>Proposed Resolution: Add "and Article 15" to the end of the second sentence. The limiting language in Article 14 first paragraph requires us to review the RFP to be sure we state all provisions where additional compensation</p> | The lead paragraph in Article 14 will be changed to clarify that it does not affect Section 6.8 or 11.1.13. ADOT is not aware of a need for any other exceptions. |

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| | | | | and Completion Deadline adjustments are granted. A review with that in mind should be done and additional exceptions added to the last sentence in the first paragraph which specify that defaults and termination remedies are not affected - are there other remedies we need to call out? | |
| 56 | DBMA 14.2.7 | 173 | 31 | For purposes of discounting future cost impacts, it seems like a penalty, not tied to a commercial reason, to arbitrarily add 100 basis points. Please explain rationale, or delete " <i>plus 100 basis points</i> ". | No change. |
| 57 | DBMA 14.3 | 174 | 31 | The \$50,000 "per event" Extra Work Costs deductible that applies before the Developer can be compensated for each Relief Event imposes a potentially open ended exposure for Extra Work Costs on the Developer (as the Developer will not know how many Relief Events might arise during the term and will be responsible for the first \$50,000 of each one that arises). It is likely that the imposition of such a deductible would result in Proposers having to include a high contingency for Relief Events in their price proposals. There is a strong P3 precedent and value for money justification for amending the Claim Deductible so that it applies on an aggregate annual basis across all Relief Events, rather than to each occurrence of a Relief Event. | No change. |
| 58 | DBMA 14.3 DBMA 14.3.2 (b) | 174 175 | 31 5-7 | Recommend that the Claim Deductible regime be revised from this contract since it creates an unnecessary premium to the D&C price and has the Developer pricing risks which are unknown and better left to ADOT. We recommend keeping items that the Developer has control over and can price with certainty. As such we recommend revising the sentence in "(b)" to the following: (b) A Relief Event set forth in clauses (a), (c), (d), (e), (h), (i) (but only 6 as to ADOT Releases of Hazardous Materials) (g), (j), (k), (l), (m), (n), (o), (p), (q), (r). | No change. |
| 59 | DBMA 14.3.2(b) | 175 | 5 | Text: "(b) A Relief Event set forth in clauses (a), (c), (d), (e), (i) (but only as to ADOT Releases of Hazardous Materials), (o) or (q) of the definition of Relief Event." Reference correction - The reference to Relief Event | No change. |

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| | | | | <p>subjection (i) should be (j). Additions: Relief Events (p) Issuance of a temporary restraining order or other court order that prohibits prosecution of the Work, (r) Any Necessary Schematic ROW Change and (s) Issuance of NTP 3 beyond NTP 3 Window should not be subject to a Claim Deductible. These events are not similar to those Relief Events which are subject to a Claim Deductible. Please add subsections (p), (r) and (s) to 14.3.2(b).</p> | |
| 60 | DBMA 14.4.1 | 175-176 | 20-35 1-22 | <p>The Developer should not be entitled only to limited relief in the event that there is a Necessary Schematic ROW Change. Given that ADOT prepared the Basic Configuration and the Schematic ROW, ADOT should stand behind what it has prepared and a Necessary Schematic ROW Change should be treated as a "full" Relief Event and the limitations on the Developer's ability to obtain relief in Section 14.4.1 should be amended accordingly. In addition, the entitlement to a Relief Event should not be limited by ADOT's determination in §14.4.1.1 (a). The Developer will, pursuant to §14.8, seek to mitigate the consequences of the Necessary Schematic ROW Change but should not be prevented from being entitled to a Relief Event simply because ADOT considers that a design workaround could be implemented.</p> | <p>DBMA Section 14.4.1.1 revised to shift to Developer the burden of establishing existence of Necessary Schematic ROW Changes.</p> <p>DBMA Section 14.4.1.2(a) revised such that applicable timelines are based on NTP 2 instead of NTP 1.</p> <p>DBMA Section 14.4.1.2(b) revised to clarify Developer's cost responsibilities with respect to any necessary additional ROW.</p> <p>See revised language in Addendum #1.</p> |
| 61 | DBMA 14.4.1 | 175 | 17 | <p><i>"The Developer should not be entitled to limited relief in the event that there is a Necessary Schematic ROW Change"</i>. Given that ADOT prepared the Basic Configuration and the Schematic ROW, ADOT should stand behind what it has prepared and a Necessary Schematic ROW Change should be treated as a "full" Relief Event and the limitations on the Developer's ability to obtain relief in Section 14.4.1 should be amended accordingly. In addition, the entitlement to a Relief Event should not be limited by ADOT's determination in §14.4.1.1 (a). The Developer will, pursuant to §14.8, seek to mitigate the consequences of the Necessary Schematic ROW Change but should not be prevented from being entitled to a Relief Event simply because</p> | <p>See response to Question No. 60.</p> |

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| | | | | ADOT considers that a design workaround could be implemented. | |
| 62 | DBMA 14.4.1 | 176 | 5-16 | The percentage of Delay Costs and Completion Deadline adjustment to which Developer shall be entitled, however, shall vary based on when Developer delivers to the appropriate Relief Event Notice, as follows: (i) 100% if Developer notifies ADOT within 120 days, inclusive, of NTP 1; (ii) 75% if Developer notifies ADOT within 240 days, inclusive, of NTP 1; (iii) 50% if Developer notifies ADOT within 360 days, inclusive, of NTP 1; and (iv) no compensation for Delay Costs and no Completion Deadline adjustment if Developer notifies ADOT on or after the 361st day after NTP 2. Issue: NTP 1 does not provide for full design development and ADOT review and progress approvals for the design. Therefore the ROW has not been evaluated by ADOT until NTP 2, leaving the Developer without ADOT input on the ROW acquisition needs. Solution: Change (i), (ii), and (iii) to reference from NTP 2 rather than NTP 1 as (iv) is referenced. | DBMA Section 14.4.1.2(a) revised such that applicable timelines are based on NTP 2 instead of NTP 1. See revised language in Addendum #1. |
| 63 | DBMA 14.4.1.1 (c) | 175 | 28-29 | Item (c) states "A Necessary Schematic ROW Change shall not include areas outside the Schematic ROW necessary to accommodate the specific portions of the Basic Configuration that ADOT identified in Exhibit 16." Please provide, and explain intent of, Exhibit 16 as it was not included in the materials provided to the proposers as yet. | ADOT plans to provide DBMA Exhibit 16 by Addendum #3. |
| 64 | DBMA 14.4.1.2.b | 176 | 17-22 | Section 14.4.1.2(b) of the DBMA states, "Developer shall bear Extra Work Costs for ROW Services and any re-design and construction costs for the necessary additional ROW, net of any savings in design and construction costs; and ADOT will bear Extra Work Costs for environmental approvals, demolition and clearing, Utility Adjustments, Hazardous Materials Management and purchase price, severance damages, relocation assistance and title insurance for the necessary additional ROW". The Developer should not be responsible for Extra Work Costs for ROW Services and | DBMA Section 14.4.1.2(b) revised to delete "net of any savings in design and construction costs." See revised language in Addendum #1. |

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| | | | | any redesign and construction costs, for changes the Developer could not avoid through commercially reasonable design modifications. Request ADOT Delete the following from Section 14.4.1.2. (b), "Developer shall bear Extra Work Costs for ROW Services and any re-design and construction costs for the necessary additional ROW, net of any savings in design and construction costs". | |
| 65 | DBMA 14.4.4 | 184 | 29-39 | Utility Company Delay Costs, Limited relief available. Complete relief requested. [too long to quote] | No change at this time. ADOT is continuing to evaluate underlying issues. |
| 66 | DBMA 14.4.5.4 | 178 | 27-29 | The section does not allow for any schedule relief unless Developer is also entitled to compensation for Delay Costs. Recommend that this section be changed to "schedule relief and/or Delay Costs as applicable for the Inaccurate Utility Information." | DBMA Section 14.4.5.4 revised to provide Completion Deadline adjustments for Critical Path delay directly attributable to clause (c) of the definition of "Inaccurate Utility Information" (i.e., where the subject Utility is inaccurately identified as abandoned). See revised language in Addendum #1. |
| 67 | DBMA 14.4.6.1 | 178 | 31 | Reference correction - The reference to Relief Event subsections (i) and (j) should be to subsections (j) and (k). Please change (i) and (j) to (j) and (k). | Cross references are correct. No change. |
| 68 | DBMA 14.4.6.3(b) | 180 | 5 | DBMA Exhibit 1 Page 54 line 17 Definition of Relief Event subpart (j) entitles the Developer to relief for third party releases of Hazardous Materials. However, Section 14.4.6.3(b) "Extra Work Costs arising out of Releases of Hazardous Materials from vehicles operating within the Project ROW, unless operated by ADOT;" denies the Developer monetary relief if a spill of Hazardous Materials arises from a vehicle operated by a third party within the Project ROW. These provisions are contradictory and effectively negate the allocation of the risk of third party releases of Hazardous Materials to ADOT. Please confirm that the Definition of Relief Event applies and delete 14.4.6.3(b). | See revisions to DBMA Section 14.4.6.3(b) in Addendum #1. Provision is appropriate because Developer is not obligated to remediate such Hazardous Material spills, per Section 6.8.7. See response to Question No. 101. |
| 69 | DBMA 14.4.6.3(b) | 180 | 5-7 | Limb (j) of the definition of Relief Event ostensibly entitles the Developer to relief for third party releases of Hazardous Materials. However, Section 14.4.6.3(b) denies the Developer monetary relief if a spill of Hazardous Materials arises from a vehicle operated by a | See response to Question No. 68. |

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| | | | | third party within the Project ROW. These provisions are contradictory and effectively negate the allocation of the risk of third party releases of Hazardous Materials to ADOT. Section 14.4.6.3(b) should therefore be deleted. | |
| 70 | DBMA 14.6.4 | 186 | 1 | At present, following the occurrence of a Relief Event the Developer is only entitled to: (i) limited contractual relief from Noncompliance Charges pursuant to Section 17.5.2.4; and (ii) de-facto relief from Liquidated Damages for delay pursuant to the granting of an extension to the applicable Completion Deadline. However, the Developer is not entitled to any relief from the other categories of Liquidated Damages payable under Section 20. It should be clarified that the Developer is not responsible for any Liquidated Damages to the extent that the event otherwise giving rise to the Liquidated Damages liability was caused by a Relief Event. | ADOT believes no changes are necessary to address Proposer's concern, as other categories of Liquidated Damages would not apply in the case cited. |
| 71 | DBMA 14.6.4 | 186 | 1-3 | At present, following the occurrence of a Relief Event the Developer is only entitled to: (i) limited contractual relief from Noncompliance Charges pursuant to Section 17.5.2.4; and (ii) de-facto relief from Liquidated Damages for delay pursuant to the granting of an extension to the applicable Completion Deadline. However, the Developer is not entitled to any relief from the other categories of Liquidated Damages payable under Section 20. It should be clarified that the Developer is not responsible for any Liquidated Damages to the extent that the event otherwise giving rise to the Liquidated Damages liability was caused by a Relief Event. | See response to Question No. 70. |
| 72 | DBMA 14.4.11.3 | 184 | 10-11 | "N" is the number of days in the period starting on the 186th day after the Proposal Due Date and ending on the effective date of NTP 1;" Change "186th day to 181st day to match the change in 14.4.11.1 that changed 185 days to 180 days. | Correction made. See revised language in Addendum #1. |
| 73 | DBMA 14.4.11.3 | 183 | 1 | The number of days in the definition of "N" should be 181st day to be consistent with the change in Section 14.4.11.1 from 185 days to 180 days. Please change "186th" day to "181st" day. | See response to Question No. 72. |

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| 74 | DBMA 14.4.12.1 | 183 | 24 | Text: "the D&C Price shall be subject to adjustment, as described in this Section 13.1.4." Reference correction - The reference to Section 13.1.4 should be to Section 14.4.12. Please change Section 13.1.4 to Section 14.4.12. | See response to Question No. 75. |
| 75 | DBMA 14.4.12.1 DBMA 14.4.12.3 DBMA 14.4.12.4 | 173 184 174 | 30 1 21 | References in these Sections to Section 13.1.4 appear to be incorrect. Please correct references. | Corrections made. See revised language in Addendum #1. |
| 76 | DBMA 15.1.6.1 | 190 | 4-9 | "In addition to a Request for Change Proposal, ADOT may deliver to Developer a written notice that, in ADOT's opinion, the ADOT-Directed Change will reduce Developer costs, or save time." Outside of a Partial Termination, ADOT should not have the right to unilaterally reduce the scope of the Project without being subject to a cap on the size of such reduction. This is particularly pertinent to the Capital Asset Replacement Work. Suggest this Section should be subject to a 10% cap and any estimated net cost savings attributable to the reductive change shared 50-50 between ADOT and the Developer. | DBMA Section 15.1.1.1 revised to clarify that ADOT's right to issue reductive changes will be subject to an aggregate cap of 10% of the D&C Price or Maintenance Price, as applicable. See revised language in Addendum #1. No change as to Proposer's request for ADOT and Developer to share net cost savings. |
| 77 | DBMA 17. 4 | 198 199 | 37-40 1-5 | We are concerned by the amendments to the trigger points for Persistent Developer Default from those set out in the industry draft of the DBM Agreement. A Persistent Developer Default regime should respond to prolonged, material poor performance by the Developer in circumstances where the levying of Noncompliance Charges alone is insufficient to address the consequences of that poor performance. The regime should not allow for the DBM Agreement to be terminated (albeit following an opportunity to remediate) once a modest number of Noncompliance Points, each of which may have been cured within its applicable cure period, have been accrued. Consistent with market precedent and the industry draft RFP, the thresholds for Persistent Developer Default should be amended to: (i) 100 Noncompliance Points in any 365 day period in the D&C Period; (ii) 170 Noncompliance Points in any 365 day period in the Maintenance Period; (iii) 200 | ADOT is considering recalibration of the trigger points. Any corresponding revisions to the DBMA will would be made in a future Addendum #4. |

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| | | | | Noncompliance Points in any 1,095 day period in the D&C Period; and (iv) 340 Noncompliance Points in any 1,095 day period in the Maintenance Period. | |
| 78 | DBMA 19.1 (f) | 205 | 25 | "19.1(f) Developer fails to obtain, provide and maintain any insurance, bonds, guarantees or other performance security as and when required under this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, terms or coverage of the same;" The failure to provide the guarantees and maintain the specified net worth of the guarantor entities appears to fall within the scope of the proposed bonded obligation due to bond language. Although Revised RFP deleted references to 10.4 of the Agreement from the Maintenance Bond Forms in Exhibit 10, it is unclear if failure to maintain the 10.4 Guarantees is a Default under the bonded contract. Guarantee defaults should not be bonded defaults. Contract default provisions at 19.1 should state that Guarantee Agreement defaults shall not be the sole basis for a Contract default and shall not be the basis for a bond claim. | Sureties will provide bonds based, in part, on financial strength of Guarantors. No change. |
| 79 | DBMA 19.1.1 (b) | 205 | 11 | Article 19.1.1 (b) of the DBMA states the Developer's failure to achieve Substantial Completion or Final Acceptance by the applicable Completion Deadline is a Developer Default. Per 19.3 ADOT has the right to terminate the agreement if Substantial Completion or Final Acceptance of the Project has not occurred within 180 days or 90 days, respectively, of the applicable Completion Deadline. Given the size and duration of this project, this seems like a very tight time frame. Recommendation: Contract termination should not occur prior to the allowable liquidated damages durations for Substantial and Final Completion which are 365 days and 180 days respectively. | DBMA Section 19.3 revised such that ADOT will have the right to terminate if Developer does not achieve Substantial Completion or Final Acceptance within 365 days or 180 days of the applicable Completion Deadline. See revised language in Addendum #1. |
| 80 | DBMA 19.3 DBMA 20.1.1 | 213 218 | 5-19 10-19 | There appears to be a disconnect between the "longstop date" which applies before ADOT can terminate the DBM Agreement for a failure to achieve Substantial Completion or Final Acceptance by the applicable | DBMA Section 19.3 revised to align the longstop dates therein with the corresponding dates in DBMA Section 20.1.1. See revised language in Addendum |

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| | | | | Completion Deadline in §19.3 and the cap on the Developer's liability for delay liquidated damages in §20.1.1. In particular, §19.3 creates a period of 180 days/90 days from the applicable Completion Deadline before ADOT can terminate for delay but §20.1.1 entitles ADOT to continue to levy delay Liquidated Damages for a 365 day/180 day period from the applicable Completion Deadline. §19.3 should be amended so that ADOT cannot elect to terminate the DBM Agreement unless: (i) it has exhausted the limitation on the amount of delay Liquidated Damages payable under §20.1.1; or (ii) the ADOT-approved Project Schedule demonstrates that the Developer is not capable of meeting the applicable Completion Deadline within 365 days of the Substantial Completion Deadline or 180 days of the Final Acceptance Deadline. | #1. |
| 81 | DBMA 19.3 DBMA 20.1.2 | 213 218 | 3 14-19 | Event of Default Due Solely to Developer's Failure to Achieve Completion Deadlines. LDs do not appear to be exclusive remedy for delay. Also, seek clarification on inconsistency with Section 20.1.2. [too long to quote] | Clarifying language added to DBMA Sections 19.3 and 20.1.2. See revised language in Addendum #1. |
| 82 | DBMA 19.7 | 217 | 28-40 | [No text is cited as there is no text addressing the RFI subject.] We note that, notwithstanding the inclusion of ADOT breach within the definition of Relief Event, the DBM Agreement does not include a right for the Developer to terminate following a prolonged, un-remedied material breach of contract by ADOT. Given the obligations of ADOT to provide assistance to the Developer in connection with the ROW acquisition and acquisition of approvals and Utility Adjustments, the DBM Agreement should include a right for the Developer to terminate following a prolonged, material un-remedied breach by ADOT. | No change. |
| 83 | DBMA 20.2.1 DBMA 20.3.1 | 219 220 | 10-14 2-6 | "For any full or partial Lane Closure that occurs on Interstate 10 during the Construction Period and is not allowed under Section DR 462.3.3 of the Technical Provisions, Developer shall be liable for and pay to ADOT Liquidated Damages in the following amounts for every 15-minute interval, or portion thereof, that the | No change. |

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| | | | | unpermitted Lane Closure persists:" Suggest a 10-minute leeway be granted for small differences in time keeping before LDs are assessed. Further, LD amounts appear excessive with no limit to daily damages. Suggest lower 15-minute incremental values and a maximum of \$100,000 daily. | |
| 84 | DBMA 20.4.2 | 221 | 5 | Text: "For each assessed Noncompliance Point, Developer shall be subject to Liquidated Damages in the amount of \$8,000.00 (the "Noncompliance Charges")." Noncompliance Charges should not immediately be payable following the accrual of a single Noncompliance Point. §20.4.2 should be amended to reflect the position in the industry draft of the DBM Agreement and market precedent whereby Noncompliance Charges are payable upon each accrual of 10 Noncompliance Points. | No change. |
| 85 | DBMA 20.8.4 | 224 | 22-28 | Text: "20.8.4 Subject to Section 19.3, ADOT's right to, and imposition of, Noncompliance Charges and Liquidated Damages are in addition, and without prejudice, to any other rights and remedies available to ADOT under this Agreement, at law or in equity respecting the breach, failure to perform or Developer Default that is the basis for the Noncompliance Charges or Liquidated Damages or any other breach, failure to perform or Developer Default, except for recovery of the monetary damage that the Noncompliance Charges or Liquidated Damages are intended to compensate." It must be clear that, in accordance with the provisions of §20.1.2, ADOT's right to levy Liquidated Damages for delay is its sole and exclusive remedy for such delay until the 365 day/180 day "longstop dates" are exhausted. As such, §20.8.4 should be expressed to be subject to §20.1.2 and s19.3. | No change. See ADOT's responses to Questions No. 79 & 81. |
| 86 | DBMA 20.9.1 | 224-225 | 31-39 1-19 | Liability Caps - Calculation method is unclear and liability is effectively uncapped. Developer requests a more appropriate and reasonable liability cap. [too long to quote] | See revisions to DBMA Section 20.9.1 in Addendum #1. |
| 87 | DBMA 20.9.1(B) DBMA 20.9.1(c) | 225 226 | 4-7 35-36 | The DBM Agreement provides that any Losses suffered by the Indemnified Parties under the indemnities will not | No change. |

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| | | | 1-2 | be limited by a monetary cap. We consider it inappropriate and inconsistent with market precedent to impose unlimited liability on the Developer for any type of third party claim arising under the broad indemnities provided under Article 21. We accept that liability for certain defined categories of third party claims under the indemnities should be uncapped. As is standard in the P3 market, we suggest that sections 20.9.1(b) and 20.9.2(c) are amended to clarify that they apply only to Losses incurred by an Indemnified Party to the extent that the Losses relate to third party claims for: (i) death or personal injury; (ii) property damage; or (iii) intellectual property infringements. | |
| 88 | DBMA 20.9.1(c) DBMA 20.9.2(d) DBMA 20.10.2(b) | 225 226 | 10 5 39 | Text: "Losses arising out of fraud, criminal conduct, intentional misconduct (which does not include any intentional Event of Default), recklessness, bad faith or gross negligence on the part of any Developer-Related Entity;" We consider the standard of behavior that constitutes gross negligence not to be clearly defined. As such, the Developer should not be subject to unlimited liability or liable for consequential losses if it does not know with certainty what standard of negligence will trigger such liability. We propose that the references to gross negligence in these provisions are deleted. We would like to discuss the inclusion of a shorter period which triggers an ADOT-caused Delay. | DBMA Sections 20.9.1.2(d) and 20.9.2.2(d) revised in Addendum #1 to delete "gross negligence" carve out from limitations on Developer's liability. |
| 89 | DBMA 20.9.1.1 DBMA 20.9.1.2 | 224 225 | 31 17-19 | Considering the carve out (b) for Losses incurred by any indemnified Party relating to or arising out of Developer's indemnities, specifically including Section 21.1(a) in respect of Developer's obligation to indemnify the Indemnified Parties from Claims relating to or resulting from the breach or alleged breach of any of the Contract Documents by any Developer-Related Entity, please delete 20.9.1.2 in its entirety as ADOT is reasonably covered by the carve out. | No change. |
| 90 | DBMA 20.9.1.1(e) | 225 | 13 | Please provide the basis of the \$100,000,000 "premium" included as a component of the sum of Developer's Limitation of Liability. How does this relate to the | Ample precedent, from projects similar in size, supports the \$100,000,000.00 figure. No change. |

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| | | | | Liquidated Damages potentially liable under Section 20? | |
| 91 | DBMA 20.9.2.2 | 226 | 15 | Text: "The \$15,000,000.00 amount set forth in Section 20.9.2.1(f) 16 shall be adjusted annually on the first anniversary of the Effective Date and ..." The \$15 million cap on liability for the Maintenance Period is adjusted annually on the first anniversary of the Effective Date. The adjustment should start on the first anniversary of the Maintenance NTP. Please amend 20.9.2.2 to delete "Effective Date" and replace it with "Maintenance NTP". | No change. Like Proposers' Maintenance Price, the \$15,000,000 is in 2015 dollars. |
| 92 | DBMA 20.10.2 | 226-227 | 22-39 1-10 | Waiver of Consequential- Effectively no waiver due to nature of carve-outs. Developer requests a more appropriate and reasonable waiver. [too long to quote] | No change. |
| 93 | DBMA 23.7.1 | 252 | 1-23 | <p>Developer seeks to maintain a license to use Proprietary Intellectual Property (and pass that license down to its Lead Engineering Firm). The current provision serves as a disincentive to offering new, innovative, patentable construction concepts by forcing Developer with a unique concept to choose between assigning IP rights to ADOT (without a license) or saving that concept for another project with more favorable terms. In contrast, allowing Developer to retain a license would provide Developer with an incentive to innovate.</p> <p>Sec. 23.7.1.1 - Revise to permit Developer to retain rights to use Proprietary Intellectual Property for any project. Sec. 23.7.1.2 and 23.7.1.3 - Revise to permit Developer the right to maintain copies all work products, documents, etc. Sec. 23.7.1.4 - Expand the license to include Developer's right to use Proprietary Intellectual Property for any project.</p> | ADOT will expand the license as requested. See revised language in DBMA Section 23.7.1.4 in Addendum #1. |
| 94 | DBMA 23.7.1 | 251 | 41 | The current provision serves as a disincentive to offering new, innovative, patentable construction concepts by forcing Developer with a unique concept to choose between assigning IP rights to ADOT (without a license) or saving that concept for another project with more favorable terms. In contrast, allowing Developer to retain a license would provide Developer with an incentive to | See response to Question No. 93. |

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| | | | | innovate. Suggested Revisions: Sec. 23.7.1.1 - Revise to permit Developer to retain rights to use Proprietary Intellectual Property for any project. Sec. 23.7.1.2 and 23.7.1.3 - Revise to permit Developer the right to maintain copies all work products, documents, etc. Sec. 23.7.1.4 - Expand the license to include Developer's right to use Proprietary Intellectual Property for any project. | |
| 95 | DBMA 25.5.1 | 266 | 38-41 | Please confirm that a change in the legal form of the Developer's organization occurs only after Developer changes its form of business association from the form of business association Developer has currently registered as in the state of Arizona to another legally cognizable form of business association. | ADOT does not understand the question. |
| 96 | DBMA Exhibit 1 | 6 | 36-37 | Text "(d) Except for Retained Parcels, failure or inability of ADOT to make available to Developer any Project ROW parcel, including any ADOT Additional Property, within 180 after ADOT's receipt and approval of Developer's written request to commence a condemnation proceeding and a complete Condemnation Package, subject, however, to the exceptions and limitations set forth in Section 14.4.3 of the Agreement; ..." We consider the 180 day period for ADOT to make available a Project ROW parcel to be too long given the potential effect of delays in making such parcels available on the Critical Path. We would like to discuss the inclusion of a shorter period which triggers an ADOT-caused Delay. | No change for now, but ADOT is considering this issue. |
| 97 | DBMA Exhibit 1 | 16 | 1 | We note that ADOT did not add any provisions that would cap Extra Work Costs under the definition of Claim Deductible. We remain concerned about the value for money impact resulting from of uncapped deductibles for Extra Work Costs for items the Developer cannot control or meaningfully price. Accordingly, we propose the following alternatives as better value and more sensible allocation of risk between the parties: A) Reduce the deductible to \$5,000 or B) Implement an aggregate cap of \$1 million. | No change. |

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| 98 | DBMA Exhibit 1 | 22 | 19-32 | Exhibit 1, definition of Differing Site Conditions, please amend clause (a) of the definition to read: "subsurface or latent conditions encountered (delete: "within one foot from the actual boring holds identified in the geotechnical reports included in the Reference Information Documents,") which differ materially from those conditions indicated in the geotechnical reports (delete: "for such boring holes;") and with respect to clause (b)(i)(B) of the definition, please amend to read "could have been reasonably anticipated (delete: "as potentially present") by an experienced civil works contractor based on the information contained in the Reference Information Documents" ... as this language is remains too restrictive in both instances. | No change. |
| 99 | DBMA Exhibit 1 | 44 | 27-34 | Definitions of NTP1, NTP 2, and NTP 3: NTP 1 means a written notice issued by ADOT to Developer authorizing Developer to proceed with the portion of the Work described in Section 7.1.3 of the Agreement. NTP 2 means a written notice issued by ADOT to Developer pursuant to Section 7.1.4 of the Agreement authorizing Developer to proceed with design and construction of the Project, except construction or other ground-disturbing activities in the Center Segment. NTP 3 means a written notice issued by ADOT to Developer pursuant to Section 7.1.6 of the Agreement authorizing Developer to proceed with construction and other ground disturbing activities of the Center Segment. Issue: There are no Sections 7.1.3, 7.1.4 or 7.1.6 of the Agreement. | Cross references corrected. See revised language in Addendum #1. |
| 100 | DBMA Exhibit 1 | 41 42 | 24-28 1-6 | There are two definitions for the term "Maintenance Services" – please clarify. | DBMA Exhibit 1 revised to eliminate second definition. See revised language in Addendum #1. |
| 101 | DBMA Exhibit 1 | 54 | 17 | Definition of Relief Event subpart (j) entitles the Developer to relief for third party releases of Hazardous Materials. However, Section 14.4.6.3(b) "Extra Work Costs arising out of Releases of Hazardous Materials from vehicles operating within the Project ROW, unless operated by ADOT;" denies the Developer monetary relief if a spill of Hazardous Materials arises from a | In accordance with DBMA Section 6.8.7, "Developer shall not be required to engage in Hazardous Materials Management with respect to Release of Hazardous Materials onto the Project or Project ROW at any time during the Term by a Person other than a Developer-Related Entity in the course of |

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| | | | | vehicle operated by a third party within the Project ROW. These provisions are contradictory and effectively negate the allocation of the risk of third party releases of Hazardous Materials to ADOT. Please confirm that the Definition of Relief Event applies and delete 14.4.6.3(b). | performing Work (a "third party"), where such Release is from a vehicle operating or located within the Project ROW or from such vehicle's cargo." Accordingly Developer is not entitled to Extra Work Costs for performing such work. Other relief (e.g., schedule relief or Delay Damages), however, may be available. |
| 102 | DBMA Exhibit 1 | 64 | 23 | Definition for the Abbreviation "IVHS"? | Deleted "IVHS" from definition of "Utility" in DBMA Exhibit 1. See revised language in Addendum #1. |
| 103 | DBMA Exhibit 1 Definition (k) of Relief Event | 56 | 5-6 | A service line to an industrial consumer could be a significant utility with very limited windows to relocate. Inaccurate Utility Information regarding such a Service Line could have significant impact to the project which would be outside the Developer's control. Recommendation: Delete h.ii, that excludes inaccurate utility information for Service Lines out of the definition of Relief Event. | No change. |
| 104 | DBMA Exhibit 12; §1(c) | 1 | 27 | The builders risk limit requirement has been amended from \$200 million to "...the total construction value including soft costs". While there may be enough capacity in the global marketplace for such limits, this requirement is not economically prudent and reduces value for money unnecessarily. It will significantly reduce the amount of competition between insurers which will add cost to the project. Please consider reverting to the original requirement or some other specified limit representative of the probable maximum loss. | ADOT will set the builder's risk limit at \$200 million. See revisions to DBMA Exhibit 12, Section 1(c) in Addendum #1. |
| 105 | DBMA Exhibit 12; §1.(c) | 1 | 26-27 | ADOT has raised the limit required for the Builders Risk program to "the total constructed value, including soft costs" from what was a stated minimum limit. A limit equal to the total constructed value is completely unreasonable and will only act to substantially increase the cost of the Builders Risk insurance program. It is virtually impossible to develop a loss scenario for a highway project that would require such high limits of coverage. We suggest that ADOT consider setting the | ADOT will set the builder's risk limit at \$200 million. See revisions to DBMA Exhibit 12, Section 1(c) in Addendum #1. The \$5 million sublimit for flood will not be changed. is under review and any change will be reflected in a future Addendum. |

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| | | | | limit requirement to the greater of Probable Maximum Loss (PML) or \$250,000,000. We would further suggest that ADOT may want to also reassess the minimum limit is has set for flood coverage. While flood is not a major risk on this project, there are parts of the project that could have a flood risk greater than the \$5,000,000 limit stated. | |
| 106 | DBMA Exhibit 12; §1.(d) DBMA Exhibit 12; §2 DBMA Exhibit 12; §2.(d) | 2 3 | 3-6 22-26 | Requiring ADOT to be loss payee and for ADOT to control the proceeds of the Builders Risk insurance is unacceptable. In Section 1(d), delete the wording: "ADOT shall be named as loss payee under the policy. If ADOT, as loss payee, receives proceeds of such insurance for insured loss or damage, ADOT shall hold and apply proceeds as provided in Section 11.3 of the Agreement." (Note similar comments concerning Sections 11.3.2 thru 11.3.8 of the DBMA.) Unless ADOT is willing to assume the risk of loss for damage to the Project, including the risk of loss in respect of construction activities during the Maintenance Period, the option for ADOT to provide Builders Risk Insurance is not acceptable; as such, delete the wording "Subject to Section 11.1.20 of the Agreement" at the beginning of Section 2. (Note similar comment concerning Section 11.1.20 of the DBMA.) | No change, except the option for ADOT to provide builder's risk insurance will be removed in Addendum #1. |
| 107 | DBMA Exhibit 12; §1.(e) DBMA Exhibit 12; §2.(e) | 2 3 | 13 33 | Correct reference to "ISO" LEG 3 endorsement. This is not an ISO wording. LEG 3 exists, but not under ISO. | Deleted references to "ISO" in DBMA Exhibit 12, Sections 1(e) and 2(e). See Addendum #1. |
| 108 | DBMA Exhibit 12; §3 (d) | 5 | 4 | Typographical error. We believe there is a typographical error in the reference to the ISO form. It should probably read CG 20 37 ot DG 20 37. | Correction made in Addendum #1. |
| 109 | DBMA Exhibit 12- §5 Items 15.2-10 through 15.2-15 | | | Cure Period column reference TPA 500-1 for cure periods - Cure periods do not exist in TPA 500-1. Also Type C Cure Periods are not defined in Section 17.2.3. | ADOT is investigating these issues. |
| 110 | DBMA Exhibit 6; §13 | 147 | 1 | Maximum Allowable Cumulative Draw Schedule has been deleted. Developer needs to understand ADOT's payment schedule and funding capacity. Developer needs to determine from Exhibit 6 if gap financing is | ADOT expects to issue a revised Maximum Allowable Cumulative Draw Schedule no later than Addendum #2, and is endeavoring to issue it before then. |

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| | | | | required. If Developer needs to provide gap financing, it is a major change to Developer obligations under the contract and ability to secure financing by Proposal Due Date may not be possible. | See revisions to Exhibit 6 to the Agreement in Addendum #2. |
| 111 | DBMA Exhibit 12; §6 (g) | 8 | 10 | The requirement to list the specific scope of services required under the Contract Documents is onerous. The Acord certificate form does not allow for voluminous information however can reference details such as the project name / contract number. Please consider deleting this requirement or amending it to specifically provide the desired wording verbatim. | This requirement will be deleted from DBMA Exhibit 12, Section 6(g) in Addendum #1. |
| 112 | DBMA Exhibit 12; §8 | 8-9 | 27-27 | The professional liability requirements in 8(a) and 8(b) are onerous and may not be terms that the market will bear. In particular, the requirement for potentially three project specific policies, all containing Indemnified Parties endorsements. While we believe that the best method of insuring the professional exposure on the project would be for the Developer and Lead Subcontractor to protect their exposures via practice program policies (either CPPI or professional liability policies) and the Lead Designer to provide a project specific professional liability policy with a limit of \$30 million per claim and aggregate, we would like to discuss the goals of ADOT and the commercial availability of some of the requirements currently in the specifications. Please consider scheduling a separate one-on-one session to allow for a dialog on the requirements. | See revisions to DBMA Exhibit 12, Section 8 in Addendum #1. |
| 113 | DBMA Exhibit 12; §8(a) | 9 | N/A | The current insurance specifications require Developer to purchase or cause to be purchased a minimum of two project-specific Professional Liability (PL) policies as follows: 1. \$30 million/\$30 million/\$1 million self-insured retention (SIR) project-specific Contractor's Professional Protective Indemnity (CPPI) policy with Developer and Lead Construction Subcontractor (design-build joint venture or DBJV) as named insureds and ADOT and other Indemnified Parties on Indemnified Party Endorsement (IPE) for the term of the Construction Period plus 9 years of Extended Reporting Period (ERP) | Project-specific PL insurance will only be required from the Lead Engineering Firm and its Subcontractors for the D&C Work. No PL coverage will be required from the Developer or Lead Subcontractor. IQF and other Professional Services firms will be required to carry a \$2 million practice policy. See revisions to DBMA Exhibit 12, Section 8 in Addendum #1. |

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| | | | | <p>(by Arizona Statute of Repose or SOR). 2. \$30 million/\$30 million/\$1 million SIR project-specific PL policy with Lead Engineering Firm (LEF) and Independent Quality Firm (IQF) as named insureds and IPE for the term of the Construction Period plus 9 years of ERP. Notes on this structure: a. The \$60 million in total PL limits is more than we have seen on similar projects, and will result in increased costs to ADOT. The primary problem is for a \$30 million project-specific PL policy for LEF and IQF with a \$1 million SIR. This policy is likely to have a premium greater than \$4 million, and is not an efficient way to manage the design risk for this Project. b. Since Developer and DBJV are responsible for risks associated with both design and construction, a requirement for the insurance to be purchased by LEF and IQF may be in conflict with how this risk is or should be handled between Developer and these firms. We recommend that the requirements for PL for LEF and IQF be removed from the specifications, and that allocation and management of this risk be left to Developer and DBJV. c. If a requirement for PL for the engineering services remains, it is not common for the specifications to include IQF as a named insured along with LEF. The work of these entities is very different, with the preponderance of risks falling to LEF. Also, these entities may not have common interest with respect to the risks to be insured. While the specifications allow separate PL policies, two \$30 million policies are out of the question. We recommend that the PL insurance requirement (if one is to remain) includes only LEF and its design subcontractors, and that the Developer be allowed to determine the amount of insurance that will be provided by IQF. d. The term for PL insurance based on the Arizona SOR is not available from the insurance marketplace. The maximum term the marketplace offers is 10 years, which must take in the Construction Period plus the completed operations period. With a Construction Period of 3+ years, the completed</p> | |

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| | | | | operations coverage cannot be 9 years (maximum under Arizona SOR). Most P3 projects require 5 years after Substantial Completion for the ERP. The same problem may exist where the term is specified as 8 years following Substantial Completion if the work takes more than 2 years to complete. e. In the CPPI policy specifications, the coverage to be provided refers to the "professional services practices" of Developer and DBJV. These firms do not have professional practices, and the specifications should require the PL applicable to any claims against the Developer and/or DBJV arising out of their negligence in rendering or failing to render professional services. | |
| 114 | DBMA Exhibit 12; §8(a) (iii) | 8-9 | 12 | While the combination of a CPPL and Project Specific Professional Liability program is acceptable, we would suggest that, given the majority of the exposure for any professional liability risk will reside with the Lead Engineering Firm, requiring a \$30,000,000 CPPL limit requirement from the Developer in addition to the \$30,000,000 professional liability policy in place for the Lead Engineer, seems excessive. The combined limit structure will only act to increase the cost of the Project's insurance program – a cost ultimately paid for by ADOT as part of the cost of the Work. We recommend that ADOT lower the CPPL limit to a more reasonable amount (i.e. \$10,000,000). | ADOT will remove requirements for professional liability coverage for Developer and the Lead Subcontractor. See revisions to DBMA Exhibit 12, Section 8 in Addendum #1. |
| 115 | DBMA Exhibit 12; §8(b)(v) | 11 | 13 | The professional liability insurance market caps project-specific professional liability policy terms at a maximum of 10 years including the extended reporting period. We suggest amending the duration wording to allow the extended reporting period to expire upon the earlier of 1) eight years after the Substantial completion Date or 2) ten years after NTP2. | See revisions to DBMA Exhibit 12, Section 8 in Addendum #1. |
| 116 | DBMA Exhibit 12; §8(c) | 11 | N/A | The alternative structure for Maintenance Period PL insurance in the last paragraph of Section 8(c) allows, as an alternative to the three policies discussed in our comment immediately above, the policies described in Sections 9(a) and 9(b) [we assume that these should | See response to Question No. 113. |

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| | | | | <p>read 8(a) and 8(b)]. If this alternative structure is elected, the limits and deductibles are to be subject to ADOT's good faith prior approval. Notes on this structure: a. The requirements in 8(a) and 8(b) are for project-specific PL insurance. It is difficult to see how this would work with each project (regardless of size) undertaken during the Maintenance Period requiring: (1) a separate project-specific policy purchased by the Developer; (2) a separate project-specific policy purchased by the LMC; and (3) separate practice policies purchased by the design professionals performing services with limits specified in Section 8(c)(iii). b. If project-specific PL insurance is to be purchased, it might make sense for significant work such as a CARP with construction values greater than \$50 million, but the details of how this should be structured are not appropriately addressed in the specifications. c. All language in Sections 8(a) and 8(b) is drafted with Design and Construction Period risks in mind, and is not appropriate for services rendered or insurance required during the Maintenance Period.</p> | |
| 117 | DBMA Exhibit 12; §8(c) | 11 | N/A | <p>The PL insurance during the Maintenance Period currently requires at least three separate policies as follows:</p> <ol style="list-style-type: none"> 1. One practice policy purchased by Developer with limits apparently based on the Service Fees it is charged (this determination of limits appears to be an error). 2. One practice policy purchased by Lead Maintenance Contractor (LMC) with limits based on the Service Fee it charges (also appears to be an error). 3. One or more practice policies purchased by the subcontractors of either Developer or LMC with limits based on the Services Fees they charge. Notes on this structure: a. Developer is to purchase a policy to cover its "professional services practice." It is not engaged in providing professional services and does not have a professional services practice. Therefore, it does not typically maintain a practice PL policy and will have to purchase a project-specific policy for each task it | See response to Question No. 113. |

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| | | | | <p>undertakes during the Maintenance Period b. Same for LMC, which most likely does not have a professional services practice or purchase a practice PL policy. c. Neither of these firms should have any significant direct PL exposure during the Maintenance Period. The risk that they bear as a result of the long-term Service Agreement should be insured by the practice PL policies of design professionals they hire. d. A requirement for a single policy that would cover the professional practice services of all Subcontractors of both Developer and LMC would have to be a project-specific policy, since these Subcontractors each purchase their own practice policies that do not extend protection to other design professionals. It appears that this specification should have contained a requirement that each design professional hired by Developer or LMC maintain practice PL coverage with the limits required in Section 8(c) (iii). e. No PL policies should be required of either Developer or LMC unless a significant Capital Asset Replacement Project (CARP) is involved (greater than \$10 million of Design Service Fees). f. The discussion of the terms for coverage (work plus 8 years of extended reporting) may not be available in the marketplace if the combined total is greater than 10 years.</p> | |
| 118 | DBMA Exhibit 12; §8(c) | 11 | N/A | <p>The alternative structure for Maintenance Period PL insurance in the last paragraph of Section 8(c) allows, as an alternative to the three policies discussed in our comment immediately above, the policies described in Sections 9(a) and 9(b) [we assume that these should read 8(a) and 8(b)]. If this alternative structure is elected, the limits and deductibles are to be subject to ADOT's good faith prior approval. Notes on this structure: a. The requirements in 8(a) and 8(b) are for project-specific PL insurance. It is difficult to see how this would work with each project (regardless of size) undertaken during the Maintenance Period requiring: (1) a separate project-specific policy purchased by the Developer; (2) a separate project-specific policy purchased by the LMC;</p> | See response to Question No. 113. |

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| | | | | and (3) separate practice policies purchased by the design professionals performing services with limits specified in Section 8(c)(iii). b. If project-specific PL insurance is to be purchased, it might make sense for significant work such as a CARP with construction values greater than \$50 million, but the details of how this should be structured are not appropriately addressed in the specifications. c. All language in Sections 8(a) and 8(b) is drafted with Design and Construction Period risks in mind, and is not appropriate for services rendered or insurance required during the Maintenance Period. | |
| 119 | DBMA Exhibit 12; §8(c) DBMA Exhibit 12; §8(d) | 10-12 | N/A | There appears to be a conflict between requirements for PL insurance to be provided by design Subcontractors under Sections 8(c) and 8(d), both of which apply to Maintenance Period work. Paragraph (c) (iii) requires limits determined by the Service Fees charged by the design Subcontractors, while Paragraph (d), which applies to “Subcontractors providing Professional Services for the Project or Maintenance Period and not subject to insurance provided under Sections 9(a) or 9(b)” [we assume this should read 8(a) and 8(b)], are to provide limits of not less than \$2 million and \$2 million on annual (practice) policies. Paragraph (d) should apply only to Subcontractors providing Professional Services during the Design and Construction Period. | Requirement for indemnified party endorsement will be removed. See revisions to DBMA Exhibit 12, Section 8 in Addendum #1. |
| 120 | DBMA Exhibit 12; §8(c)(iii) (A) | 11 | 4 | Please amend the requirement to read “per claim” in lieu of “per occurrence” as professional liability policies are written on a claims made basis not occurrence. | See response to Question No. 119. |
| 121 | DBMA Exhibit 12; §8(c)(iii) (B) | 11 | 8 | Please amend the requirement to read “per claim” in lieu of “per occurrence” as professional liability policies are written on a claims made basis not occurrence. | See response to Question No. 119. |
| 122 | DBMA Exhibit 12; §8(c)(iii)(A) DBMA Exhibit 12; §8(c)(iii)(B) DBMA Exhibit 12; §8(c)(iii)(C) | 11 | 4 8 13 | The reference to a “per occurrence” limit for professional liability in each of these lines should be changed to per “claim”. Professional liability policies are not written on a per occurrence basis. | No longer applicable. See revisions to DBMA Exhibit 12, Section 8 in Addendum #1. |

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| 123 | DBMA Exhibit 12; §8(c)(iii) (C) | 11 | 13 | Please amend the requirement to read “per claim” in lieu of “per occurrence” as professional liability policies are written on a claims made basis not occurrence. | See response to Question No. 122. |
| 124 | DBMA Exhibit 12; §8(C)(vii) | 11 | 21-23 | To the extent that any firm providing professional services during the Maintenance period is providing professional liability coverage through their “practice” policy, they will not be able to provide an “Indemnified Party” endorsement. Given that the usage of practice policies is by far the most efficient manner to manage this insurance requirement during the maintenance period, we recommend that ADOT delete Section 8(C)(vii). | Requirement for indemnified party endorsement will be removed. See revisions to DBMA Exhibit 12, Section 8 in Addendum #1. |
| 125 | DBMA Exhibit 12; §8(c)(vii) | 11 | 21 | Endorsements to add Indemnified Parties to practice program policies is not commercially available and would force each and every Subcontractor to procure project specific policies to meet the requirement which would add significant cost to the project. Please delete this requirement in its entirety. | See response to Question No. 124. |
| 126 | DBMA Exhibit 12; §8(c)(vii) | 12 | 21 | The professional liability coverage requirements for the Maintenance Period are structure to require the use of corporate insurance programs with annually renewing aggregate limits. Indemnified party endorsements are not commercially available on corporate professional liability programs. We suggest striking this section entirely. | See response to Question No. 124. |
| 127 | DBMA Exhibit 12; §12 | 13 | 21 | Please confirm that the requirement that the general liability policies be Project-specific may be met by the standard endorsement CG 25 03. | Change will be made in Addendum #1. |
| 128 | DBMA Exhibit 12; 12 (e) | 14 | 25-26 | ADOT should not be contacting subcontractors directly for verification of insurance. This would interfere in the contractual relationship between the Developer and its subcontractors and only act to cause confusion within the subcontractor community. Delete section 12(e). | ADOT will reserve the right to contact subcontractors if Developer has not provided the required proof of coverage. See revisions to DBMA Exhibit 12, Section 12(e) in Addendum #1. |
| 129 | ITP 1 | 9 | | Will the Developer have access to the ITS in order to pursue 3rd party damages? | ADOT will allow direct feed at Proposer's initiative & expense. ADOT does not record its video images. Changes will be made in the TP Maintenance Section in a future Addendum. See Section MR 400.2.12.1 of the TPs in Addendum #4. |

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| 130 | ITP 3 | 38 39 40 | 34-37 1-40 1-2 | <p>With respect to risk allocation for ATCs with ADOT. In particular, we consider that there is a strong argument that, given that ADOT will receive the benefit of a lower D&C Price if an ATC is incorporated, certain of the risks associated with the implementation of the ATCs should be allocated to ADOT in a manner consistent with the broader risk allocation for the Project. Such an allocation of risk will ensure that the Proposers can price ATCs competitively without including unnecessary additional risk contingency for the ATCs which could erode the cost benefit to ADOT of the ATCs implementation.</p> <p>In particular, amending the risk allocation for ATCs so that: (i) the Developer is entitled to protection under Article 14 of the DBM Agreement to the extent that it encounters events on the additional ROW required for implementing an ATC that would otherwise qualify as a Relief Event; (ii) ADOT retains responsibility for the cost of acquiring additional ROW required to implement the ATC as if it were part of the Schematic ROW or an ADOT Additional Property; (iii) there is a measure of relief if there are significant delays in obtaining third party approvals required to implement the ATCs or the conditions imposed as part of a third party approval requires a significant change to the scope of the Work.</p> | <p>ADOT will assume generator liability and will provide limited schedule relief for unreasonable governmental delay in issuing permits or permit modifications required by an ATC. In all other respects, no change. See Section 6.8.6.1 and new DBMA Section 14.6.3 in Addendum #1.</p> |
| 131 | ITP 3.1 (a) TP GP 110.01.3.1 | 38 6 | 14-18 30 | <p>Section 3.1(a) of the ITP states, "A concept is not eligible for consideration as an ATC if, in ADOT's sole judgement, it is premised upon or would require or result in: (a) a reduction in the Basic Configuration or other scope of work set forth in the as-issued Contract Documents. Section-110.01.3.1 A of the GP's includes "The Schematic ROW and control of Access limits" as part of the definition of Basic Configuration. These sections imply a reduction in Schematic ROW is not allowed through the ATC process. Therefore appearing to conflict with ADOT's goals of reducing ROW and the credit system to award such reductions. Delete (a) of Section 3.1 of ITP to allow for a revision to Schematic ROW.</p> | <p>ITP Section 3.1 revised to allow reduction in Schematic ROW as part of an ATC. See revised language in Addendum #1.</p> |

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| 132 | ITP 4.3.2 | 49 | 5-14 | Section 4.3.2 of the ITP states that proposals shall be valid for a minimum period of 180 days after the Proposal Due Date and, potentially, up to 240 days. Please reduce the minimum period to 120 days, with a maximum of 180 days should the next highest ranking proposer be notified during the 120 day period it is selected for negotiations. This is a very long time for the price proposal to be valid. A 120-day validity period is reasonable to account for unforeseen delays (with an additional 60 days to account for potential negotiations with the next highest ranking proposer) and would help Proposers reduce unnecessary contingency amounts associated with a protracted validity period. Please revise accordingly. | ITP Section 4.3.2 revised such that all Proposals will be valid for 135 days after the Proposal Due Date; up to 180 days after Proposal Due Date for next highest ranking Proposer if ADOT selects Proposer for negotiations during the initial 135-day period. See revised language in Addendum #1. |
| 133 | ITP Exhibit 10 Stipend Agreement | 1-8 | N/A | ADOT's form of Stipend Agreement included as Exhibit 10 does not clarify that the Proposer's acceptance of a stipend in exchange for its work product is with the understanding that (i) the Proposer is not required to provide any representations or warranties regarding the work product, (ii) ADOT's use of the work product is at its sole risk, and (iii) the Proposer will not be held liable to ADOT or third parties (i.e., the successful Proposer) for its use of the work product. Furthermore the compensation and payment offered in the event ADOT cancels the procurement prior to the Proposal Due Date appears unreasonably low; a more fair approach would be to compensate the Proposer for its actual development costs should ADOT desire to use a Proposer's work product solely in the event of an ADOT cancellation of the procurement. Lastly, the indemnity obligations of Proposer in exchange for the limited compensation offered seems unreasonably broad. A markup to the form of Stipend Agreement for ADOT review and consideration shall be submitted under separate cover. | ADOT has addressed in the final form of the Stipend Agreement. |
| 134 | TP GP 110.01.3.2.1 | 7 | | ADOT I-10 Pavement Preservation. Please confirm the intentions of this project such that any activities between 75th Avenue and 43rd Avenue are appropriate. | Developer is responsible for improvements between 75th Avenue and 43rd Avenue. Sections DR 419.3.4.6 and DR 440.3.4 of the TPs are amended in Addendum #1 to include |

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| | | | | | Developer's scope of work. |
| 135 | TP GP 110.01.3.2.1 | Table 110-1 | | Provide scope of work for future I-10 Pavement Preservation Project such that SR202 SMF activities can facilitate the future project as necessary. | See response to Question No. 134. |
| 136 | TP GP 110.05.2 | 16-17 | | With respect to the Project Collocated Office, will Developer be responsibility for performance / availability standards and associated Noncompliance Charges for ADOT-occupied areas? | Yes, Developer is responsible for performance / availability standards and associated Noncompliance Charges for ADOT-occupied areas. No change. |
| 137 | TP GP 110.06.2.10 | 35 | 29-34 | Regarding DBMA section 7.11.3, please strike the last two sentences of this section (delete: "Within 5 Business Days after any rejection by ADOT of the Recovery Schedule, Developer shall resubmit a revised Recovery Schedule incorporating ADOT's comments. When ADOT accepts Developer's Recovery Schedule, Developer shall, within 5 Business Days after ADOT's acceptance, incorporate such schedule in the Project Schedule, deliver the same to ADOT and proceed in accordance with the approved Recovery Schedule.") | No change. |
| 138 | TP GP 110.06.2.6 | 33 | 17 | This section states: "For each activity in the Project Baseline Schedule, Developer shall indicate the duration, in calendar days..." Please revise to indicate durations in business days. | No change. |
| 139 | TP GP 110.06.2.7 | 33 | 35 | Use of the defined term "Term" is not accurate, the Project Baseline Schedule will not be updated "during the Term". The phrase should be deleted and consistent changes should be made throughout. | See revisions to Section GP 110.06.2.7 of the TPs in Addendum #1. |
| 140 | TP GP 110.07.2.1.3.3 | 44 | 13 | States: "ADOT may undertake the inspection of materials at the source." Please clarify if ADOT intends to do acceptance testing at the plant, or if Developer through the IQF must perform acceptance testing for all plants. | See revisions to Section GP 110.07.2.1.3.3 of the TPs in Addendum #1 to allow commercially available software. |
| 141 | TP GP 110.10.2.5.4.1 | 67 | 25 | While we will be using Bentley products for roadway models, we recommend allowing the use of other software products best suited to develop other 3D models such as Revit. | See revisions to Section GP 110.10.2.5.4.1 of the TPs in Addendum #1. |
| 142 | TP GP 110.10.2.5.4.2 | 67 | 34 | Recommend deleting the requirement to include temporary construction features such as false work in the 3D models. | See revisions to Section GP 110.10.2.5.4.2 of the TPs in Addendum #1 to remove the requirement for temporary features and |

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| | | | | | equipment. |
| 143 | TP GP 110.10.2.6.3.1 | 71 | 24 | No more than 10 ROW submittals at one time, 10 business days review for all ADOT ROW reviews. Suggestion: Have the 10 in 10 only apply to Appraisals, Acquisition Packages, and Condemnation Packages. Change the limit for these 3 packages to 20 in 10 days. | ADOT's review period for each Project ROW submittal will remain at 10 days. |
| 144 | TP GP 110.10.2.6.3.1 | 72 | 3 | To only allow 10 pending reviews for each category will more than likely create significant delays for completing the acquisition of Right of Way. Recommend changing to 30 pending reviews for each category. | See revisions to Section GP 110.10.2.6.3.1 of the TPs in Addendum #1. |
| 145 | TP GP 110.10.2.7.3 | 73 | 4-6 | Initial Design Submittal includes submittal of "Plans, specifications, technical memorandums, reports, studies, calculations and other pertinent data, as applicable with each initial Design Submittal". Typical industry practice is to only include Plans in the Initial Design Submittal (60%). Revise section to require only Plans for the Initial Design Submittal. | No change. |
| 146 | TP DR 416.2.3 | 91 | 7-11 | Recommend: Add SlopeW to the accepted geotechnical software. | Developer may propose other software in the Basis of Design Report in accordance with Section GP 110.01.2.2 of the TPs. No change. |
| 147 | TP DR 416.3.3.3 | 93 | 40-41 | Current wording: "Limit the total remaining settlement of embankments and subgrade soils supporting the embankments and pavements to a maximum of ½ inch after constructing the pavement." Proposed Wording: "Limit the total remaining settlement of embankments and subgrade soils supporting the embankment and pavements to a maximum tolerable settlement to be determined by the Developer which is consistent with the pavement design and maintenance schedule developed by the Developer." | See revisions to Section DR 416.3.3.3 of the TPs in Addendum #1. |
| 148 | TP CR 416.3.1 | 220 | 31-35 | The TPs state: "Developer shall perform quality assurance testing and integrity testing of all constructed drilled shaft foundations in accordance with Section GP 110.07 of the TPs. Quality assurance testing must include ultrasonic cross hole testing in accordance with ASTM D6760, geophysical logging (gamma logging) in | See revisions to Section CR 416.3.1 of the TPs in Addendum #1. |

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| | | | | accordance with ASTM D6274, and thermal integrity profiling in accordance with ASTM D7949." Clarify drilled shaft integrity testing requirements. Will ADOT require three different integrity test methods for every production shaft? | |
| 149 | TP CR 416.3.4.1 | 221 | N/A | Is it the intent of the owner to require Pre Drilling and Smooth Face Blasting in the area known as South Cut (59th to 17th AVE)? The developer requests a clarification to add the following "Developer will submit and meet with ADOT and effected stakeholders to review a test plot slope cut to assure the finished Cut Slope is acceptable with ADOT. Means and Methods are the developers responsibility". | See revisions to Section CR 416.3.4.1 of the TPs in Addendum #1 to require a Test Plot Slope Cut Plan be submitted for review and comment. |
| 150 | TP CR 417.3.1 | 227 | 13-15 | The RFP specifies that all material excavated from South Mountain must be used between 51st and 17th avenues "unless otherwise authorized by ADOT". Please describe under what circumstances ADOT would deviate from the ROD commitment. | See revisions to Section CR 417.3.1 of the TPs in Addendum #1 to remove the ADOT authorization language. |
| 151 | TP CR 417.3.1 | 227 | 13-15 | "All material removed from the South Mountain must be processed, used, or placed within the vicinity of the South Mountain (51st Avenue to 17th Avenue), unless otherwise authorized by ADOT." Request the developer be allowed use the excavated material for all project aggregates needs such as; concrete, asphalt, base and backfill material. | See revisions to Section CR 417.3.1 of the TPs in Addendum #1 to specify material requirements. |
| 152 | TP DR 419.3.1 | 97 | 6 | This section states that "Developer shall base pavement design upon Developer's determination of the design traffic loading forecast. Developer <u>may</u> use the data sources noted below for reference to determine the design traffic loading forecasts and truck percentages. Developer is responsible for forecasting the traffic loading and truck percentages for periods beyond the forecasts in the below noted documents." The term "may", highlighted above, would allow Developers to use different data sources to determine the design traffic loading forecasts and truck percentages, which could lead to significantly different conclusions regarding traffic forecasts between Developers. Even if the data sources | Developer is responsible for establishing the traffic forecasts necessary for the design of elements requiring such projections. No change. |

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| | | | | <p>listed in DR 419.3.1 are used, by this specification the Developer can make their own assessment of traffic loading beyond the MAG model limit of 2035. Also, changes to the design traffic forecast would also impact noise analysis and level of service calculations, but requirements for developing associated design traffic forecasts are not mentioned in Section DR 420.3.5 Noise, or Section DR 460.3.2 Traffic Operational Requirements. Recommended that ADOT specify the design traffic loading forecast to be used for all aspects of design throughout the life of the project.</p> | |
| 153 | TP DR 420.2.3 (o) | 102 | 35-37 | <p>The requirements in the Technical Provisions Section 420.2.3 O. Environmental Management Plan state that “Pre- and post-construction surveys for structures located within one-half mile of the area of blasting and/or heavy ripping in the event any blasting and/or heavy ripping is planned for construction purposes.” The half mile radius is excessive and not normal industry practice. This half-mile requirement originated from the US Bureau of Mines for the coal mining industry. If ADOT requires seismic monitoring that limits the blast’s peak particle velocity to a maximum of 1inch per second, the survey radius of one-half mile can be reduced. We recommend ADOT revise the above referenced specifications to the following specifications from the City of Phoenix Fire Code Sections 5607.7 Pre-blast Surveys and 5607.8 Monitoring: “5607.7 Pre-blast surveys – Prior to the discharge of explosive materials, a pre-blast survey of all structures or buildings within a 500-foot radius of the blast site shall be conducted documenting existing structural damage. “5607.8 Monitoring – Seismic (ground vibration) and air blast monitoring shall be conducted when buildings and structures are located within a 500-foot radius of the blast site. The monitoring shall be conducted at the closest building or structure. When seismic and air blast monitoring are required, the maximum allowable values shall be as follows: Seismic: 1 inch per second (1.0) peak particle velocity. Air blast:</p> | <p>See ROD Commitment No. GEO-1 in TP Attachment 420-1. No change.</p> |

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| | | | | 129 decibels.” | |
| 154 | TP DR 420.3.5 | 108 | 9-12 | Does Developer have to provide noise abatement for the Promontory at Foothills West" planned development? | The "Promontory at Foothills West" planned development is eligible for mitigation under the ADOT <i>Noise Abatement Policy</i> . |
| 155 | TP DR 420.3.8 | 108 | 29 | Section states, "Developer shall design first flush treatment for the entire Project ROW". Will ADOT please provide further clarification as to the intent and requirements of treating the first flush within the entire Project ROW? As currently written, it could be interpreted as meaning that treatment is required for all area within the Project ROW regardless of whether the ground is impervious or pervious, which is an atypical approach for ADOT standard practice. | See revisions to Section DR 420.3.8 of the TPs in Addendum #1 to restrict the first flush treatment to impervious areas. |
| 156 | TP DR 420.3.8 | 108 | 29 | The requirement for first flush treatment for the entire Project ROW should be changed to be consistent with standard practices. Recommend excluding: Excess ROW, undisturbed land within the ROW and ROW within the Salt River from the First Flush treatment requirement. | See response to Question No. 155. |
| 157 | TP DR 420.3.9.2 | 109 | 16 | Please verify the units of length the openness ratios are in for wildlife crossing structures. Openness ratios are typically in m ² /m and not ft ² /ft which is a 3.28x difference. Please reference the <i>Wildlife Crossing Structure Handbook</i> , Publication No. FHWA-CFL/TD-11-003, March 2011, page 64. Please clarify the units to be used with the openness ratios. | See revisions to Section DR 420.3.9.2 of the TPs in Addendum #1 that remove the openness ratio. A minimum bridge length was provided and additional requirements will be addressed in a future addendum. |
| 158 | TP DR 420.3.9.2 | 109 | 2-12 | This section requires drainage structures along the Pecos Road section to be designed to promote crossing by tortoises (and riparian amphibians and reptiles). Is it ADOT's intent that existing structures or structures extending the existing structures be replaced or modified to meet these requirements? Provide clarification for existing structures? | The tortoise crossing enhancement locations have not been determined yet, surveys are ongoing. ADOT anticipates only a few culvert/pipe locations, which will be specified in a future Addendum. See revisions to Section DR 420.3.9.2 of the TPs in Addendum #2. |
| 159 | TP DR 420.3.9.2 | 109 | 2-12 | The requirements in this section promotes crossing by tortoises into residential areas along Pecos Road without mitigation to protect tortoises. Also, tortoise fencing is not included in the ROD mitigation measures. Recommend removing these requirements along the Pecos Road | The tortoise mitigation is discussed in ROD commitment No. BIO-3, which discusses culvert crossings and potential species specific mitigation. |

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| | | | | segment of this project. | |
| 160 | TP DR 430.2.4.2 | 113 | 18 | Meetings with SRP Irrigation have revealed that SRP expects to have the entire length of the existing siphons replaced across I-10, even if not in physical conflict. The Final RFP is silent on this expectation of SRP. Can ADOT please clarify what is required? | See revisions to Section DR 430.3.4 of the TPs in Addendum #1 to require the SRP irrigation siphons to be replaced if impacted by the Project. |
| 161 | TP DR 430.3.8 | 116 | 33-43 | The casing requirement does not mention: 1) If this applies to existing or proposed facilities. 2) If this applies to utilities in cross streets at grade. Lines 36-37 states the casing "shall extend 10 feet beyond the edge of pavement". Therefore implying this requirement is NOT at a cross street. Does this casing requirement apply only to proposed utilities when not at a cross street? | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to Section DR 430.3.8 of the TPs in Addendum #2. |
| 162 | TP DR 440.3.2.6 TP DR 440.3.2.9 | 125 | 8-10 39 | Internal inconsistency. These two sections seem to contradict each other. One states 10ft min from toe of slope to ROW, the other requires 12ft. Suggest providing the same dist and or combining the sections together. | See revision in TP Section DR 440.3.2.6 of the TPs in Addendum #1 to require 12'. |
| 163 | TP DR 440.3.4 | 127 | 6 | Is the location of 47th Avenue an error? It looks like it should be 43rd Avenue | See revisions to Section DR 440.3.4 of the TPs in Addendum #1 to correct the limits. |
| 164 | TP DR 440.3.2.13 | N/A | N/A | The Technical Provisions do not appear to specifically address the design criteria to shift traffic from the existing roadways to the new travel lanes at the traffic interchanges. It appears that the Schematic Design utilized "quick" taper rates to shift traffic and these shifts were used to define R/W and thus the EIS limits. Please clarify the design criteria for the taper rate that traffic can be shifted at the interchanges in the post-construction condition so the Developer can determine if the crossroad improvements will extend beyond the R/W shown in the Schematic Design. | Per Section DR 440.3.2.13 of the TPs, taper transition criteria shall be per Section 403 and 505 of the ADOT <i>Roadway Design Guide</i> , unless specified otherwise. |
| 165 | TP DR 455.3.2.1 TPA 440-1 | 167 3 | 7-8 | Internal inconsistency. TP Attachment 440-1 and DR 455.3.2.1 give different requirements for vertical clearances over railroads. Suggest Referring to the BNSF/UPRR Guidelines for Railroad Grade Separation Projects in TPA 440-1 for vertical clearances over railroads. | See revisions to Sections DR 436.3.1 and DR 455.3.2.1 of the TPs in Addendum #1 to refer to TP Attachment 440-1. |

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| 166 | TP DR 445.3.4.3 | 132 | 13-14 | This section states, "If the proposed drainage system conveys flow to an existing pump station, Developer shall upgrade existing pump stations and equipment to comply with the requirements in the TP's." There are no specific requirements regarding pump stations in the TP's. Will ADOT please clarify what upgrades to the existing pump stations and equipment are required? Are there specific mechanical and electrical upgrades that are required? | Proposer question/comment is under advisement and will be addressed at a later date. No further changes will be made. Developer is responsible to upgrade the pump station facilities and equipment to convey the proposed flow as specified in Section DR 445.3.4.3 of the TPs. |
| 167 | TP DR 445.3.4.3 | 132 | 13-14 | The TPs state that "If the proposed drainage system conveys flow to an existing pump station, Developer shall upgrade existing pump stations and equipment to comply with the requirements in the TPs". Is the intent to require the Developer to upgrade an existing pump station if the project flows that contribute to said pump station are at or below existing peak flow values? Clarification of requirements. | See response to Question No. 166. |
| 168 | TP DR 445.3.4.3 | 132 | 13-14 | With the potential of upgrading the existing pump stations, will ADOT include in the RIDs all related information on the original equipment and any modification that have been performed since the initial installation? Requested Pump Stations are at 75th, 67th, 59th, 51st & 43rd Avenue. | All available information has been provided in the RIDs. Proposers may request a site visit of the pump stations through the communication protocol in the ITP. |
| 169 | TP DR 445.3.4.3 | 132 | 13-14 | IF the developer determines that a new Pump Station is the best approach to comply with the RFP requirements for I-10. Would the maintenance of this Pump Station be performed by ADOT and their forces? | Pump stations installed in the Non-Maintained Elements area will be maintained by ADOT. |
| 170 | TP DR 445.3.4.3 | 132 | 13-14 | Along I-10, all drainage goes to existing pump stations. The requirement is to upgrade existing pump stations and equipment for all stations whether the station has capacity or not. Recommend upgrading existing pump stations within the project area only if existing pump station capacity is exceeded. If existing pump station meets required capacity, what is the upgrade that ADOT requires? | Proposer question/comment is under advisement and will be addressed at a later date. See response to Question No. 166. |
| 171 | TP DR 450.2.4 | 139 | 10 | The key to a good plant salvage operation is the time of year to relocate. Would ADOT consider an early start during the NTP #1 to perform this operation, provided the developer has meet all of the requirements per the RFP? | No change. |

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| 172 | TP DR 450.3.1.6.1 | 139 | 36-38 | Technical Provisions state that the Developer shall provide rustication patterns on all bridge barrier walls, bridge support columns, and bridge abutment walls in Character Area 5 in accordance with Exhibits L2.30, L2.31, and L2.33 of the LAADCR. Please clarify that this should read - Developer shall provide rustication patterns on all new bridge barrier walls, bridge support columns, and bridge abutment walls in Character Area 5 in accordance with Exhibits L2.30, L2.31, and L2.33 of the LAADCR. | See revisions to Section DR 450.3.1.6.1 of the TPs in Addendum #1. |
| 173 | TP DR 450.3.1.1.2 | 145 | 14-18 | "Developer shall provide landform graphics that cover approximately 50 percent of the total project landscaped area". Request that this requirement is reduced to 15% and exclude Character Area #2 from this requirement. | Proposer question/comment is under advisement and will be addressed at a later date. See revision to Section DR 450.3.1.1.2 of the TPs in Addendum #2. |
| 174 | TP DR 450.3.2.2 | 161 | 18 | The City (COP) shall provide water to the ADOT right-of-way and any water meter permit fee to the Developer at their expense. Need to include section on irrigation water and power supplies as in SMF Landscape Architecture & Aesthetics Design Concept Report Section 6 pages 24-25 which notes responsible parties and impact fees. | Proposer question/comment is under advisement and will be addressed at a later date. The COP will not provide water to the ADOT ROW where it currently does not exist. Developer shall be responsible for COP development fees. See Section 2.2.3 of the Agreement regarding Utility services. |
| 175 | TP DR 450.3.2.2 TP CR 450.3.2.2 | 161 162 260 | 1-18 1-5 37-38 | Provides irrigation design requirements, not specific to location. "Developer shall install a fully functional automatic system to all plan material within the Project ROW". Exclude permanent irrigation with in native landscape Character Area #2. | See revisions to Section CR 450.3.2.2 of the TPs in Addendum #1 to remove the requirement for permanent irrigation in Character Area 2. |
| 176 | TP CR 450.3.3 | 262 | 12 | Landscape Establishment for Non-Maintained Elements. Please provide locations for these areas. | See definition of Non-Maintained Elements in DBMA Exhibit 1. |
| 177 | TP DR 455.3.7.2.2 TP CR 455.3.6 | 171 267 | 3-5 25 | Incorrect cross-reference. Design requirements specify the use of AASHTO Manual for Bridge Evaluation for the load rating of bridges. Construction requirements specify the use of ADOT Bridge Load Rating Guidelines for the load rating of bridges. Should the Construction requirements be revised to reference AASHTO Manual for Bridge Evaluation? | See revisions to Section CR 455.3.6 of the TPs in Addendum #1 to reference AASHTO. |

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| 178 | TP DR 457.3.7 | 174 | 24-25 | This section of the TPs states: " <i>Bridge deck drains must not discharge directly into natural waters of the United States, except for the Salt River.</i> " This section allows storm water to discharge directly into the Salt River and may also allow hazardous material spills on bridge to enter the river. Proposer recommends further clarification that all bridge deck drainage not be allowed to directly discharged into the Salt River. | See revisions to Section DR 457.3.7 of the TPs in Addendum #1. |
| 179 | TP DR 460.3.2 | 177 | 14-28 | Requires the preparation of a Traffic Report to determine the configuration of each traffic interchange. However, a design year is not stated; the source of traffic volumes is not stated; and none of the assumptions that are needed to conduct the traffic analyses are defined. | See revisions in Section DR 460.3.2 of the TPs in Addendum #1 to specify the traffic operation requirements requested. |
| 180 | TP DR 460.3.5 | 179 | 19 20 | Provides LOS criteria for the traffic interchanges which generally exceed the standards that have been used on the Regional Freeway System. These criteria may require additional traffic lanes at the interchanges which would change the footprint of the corridor and possibly extend beyond the EIS limits. | Proposer question/comment is under advisement and will be addressed at a later date. See revision to Section DR 460.3.2 of the TPs in Addendum #2. |
| 181 | TP DR 460.3.6 | 180 | 4-6 | Section 460.3.6 states, "The lighting system must be a continuous lighting system that provides illumination and uniformity levels on the Highway in accordance with the ASHTO Informational Guide to Roadway Lighting." Must the developer provide lighting for CD roads, frontage roads, and cross roads? Please advise. | Proposer question/comment is under advisement and will be addressed at a later date. See revision to Section DR 460.3.6 of the TPs in Addendum #2. |
| 182 | TP DR 460.3.6 | 180 | 12 | In the final version of the RFP, there is a word change from illuminance to luminance and then states that the calculations should be in foot-candles. Illuminance and luminance are two different methods of photometric calculations. Is it ADOT's intent to measure roadway lighting in terms of luminance (candela per square meter) or illuminance (foot-candles)? If luminance, what specified values does the lighting system need to meet? | See revisions in Section DR 460.3.6 of the TPs in Addendum #1 to state illuminance. |
| 183 | TP CR 462.3.2.2 | 274 | 12 | Section Temporary Guardrail, Barrier, Attenuators, and Glare Screen states that "Developer shall install glare screens when barriers are less than 42 inches in height." Please clarify the intent of where glare screen is to be applied (i.e., at locations of opposing traffic vs. along the | See revisions to Section CR 462.3.2.2 of the TPs in Addendum #1. |

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| | | | | outside edge of the barrier vs. both situations). | |
| 184 | TP DR 466.2.1 | 190 | 1-8 | Is there a more current version of the FMS Communications Master plan than the August 2010 version? We are trying to understand to which communication nodes the ITS system will connect (Node 11, 12, 16?) with or through. The current Master plan does not indicate which would be correct for this segment. | The August 2010 Communication Master Plan is the most current version. See revisions to Section DR 466.3.3.6 of the TPs in Addendum #1 regarding node connections. |
| 185 | TP DR 466.2.3 | 190 | 13-14 | Whose responsibility is it to integrate and test the new ITS elements into the existing ADOT ATMS software package? Will this be done independently by ADOT or is it the developer's responsibility? | ADOT is responsible to integrate the new devices and put it in use for TOC operators. See revision to Sections DR 466.3.4 and CR 466.3.4 of the TPs in Addendum #1. |
| 186 | TP CR 466.3.2.2 | 275 | 20 | "DMS must be Skyline VMSLED-W-18F-27x125-1". With this being a sole source requirement, will ADOT be supplying the Dynamic Message Signs to the Developer? This has been done on past ADOT DB projects. | Consistent with Section 6.1(a) of the DBMA, Developer is to provide all materials. ADOT will not furnish the DMS signs for this Project. |
| 187 | TP DR 466.3.3 | 191 | 20-24 | This section states that we shall "...design a fully operational system that integrates with existing ADOT ITS elements...". The technical provisions state that we will install two new node buildings for this project. Shall we assume that all communication hardware for SMF is connected to these 2 hubs or is it expected that certain ITS elements (near the project end points) are tied into existing fiber optic switches (e.g. Layer 3 Gigabit Ethernet switches) within the existing node buildings? | See revisions to Section DR 466.3.3.6 of the TPs in Addendum #1. |
| 188 | TP DR 470.3.5.1 DBMA 5.5.4 | 199 | | Internal inconsistency. Appraisers' contracts must require appraiser to update appraisal and testify as an expert witness with all eminent domain proceedings through the order to show cause hearing. Further requires contract to require their services up through and including all appeals. Suggestion: This section does include reimbursement by ADOT after order to show just cause hearing as outlined in the DBMA section 5.5.4 Suggest matching this section to the DBMA. | There is no internal inconsistency. Sections DR 470.3.5.1 and DR 470.4.5 of the TPs describe in detail the scope of Developer's ROW appraisal and condemnation support services. DBMA Section 5.5.4 describes the Parties' cost responsibilities for those services before and after the order to show cause hearings. |
| 189 | TP MR 400.6.6.1 | 299 | 8 | Table 400-2 For the Pavement Ride Condition Scoring for Frontage Roads, we suggest the Rating for a "B=4" range be changed from a "71-104" to "71-112" and "C=5" | Proposer question/comment is under advisement and will be addressed at a later date. |

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| | | | | range be changed from a "105-144" to "113-144". This would maintain the same differential as for mainline and ramps. | The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |
| 190 | TP MR 400.6.6.1 | 299 | 4 | In subsection 400.6.6.1, it is stated to, "use Table 400-2 for pavement ride ... use the adjectival rating Table 400-1 for all other entries". Is there a conflict since Table 400-1 uses the term "full ride rating" to describe Ratings B and C, which Table 400-2 includes the means to calculate ride condition scoring. Please clarify. | See revisions to Section MR 400.6.6, Table 400-1 in Addendum #1. |
| 191 | TP MR 400.6.6.1 Table 400-2 | 299 | 8-9 | The "A" Rating for "Ramps" reads "60 or lower". The "B" Rating reads "71-94". There does not appear to be a rating for IRI between 60 and 70. Please clarify which Rating to use for an IRI between 60 and 70. | See Table 400-2 in Section MR 400.6.6.1 in the Final RFP. The "B" rating reads 61-94. |
| 192 | TP MR 501.3 Landscape Areas, Ref 2.6 | 310 | Table 501-1 | Table 501-1 identifies that at handback, the landscaping shall have 85% plant establishment and 10 years remaining useful life. There is no definition of what species will be evaluated for the 85% criteria and/or if the 85% is based on the gross number of installed plants. The 10-year useful life would almost surely necessitate a reinstallation of the entire landscaping (if it hadn't occurred before the handback), since it will not be possible for the installed materials to survive the 30-year Maintenance Period plus maintain a subsequent 10-year useful life. Recommendation: The additional 10-year useful life requirement should be eliminated. | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to Section MR 501.3 of the TPs in Addendum #2. |
| 193 | TP MR 501.3 | 310 | Table 501-1 | Remaining Useful Life at Handback – suggest several Performance Requirements be changed to more acceptable industry standards: Traffic Signals 5 years; Irrigation System 5 years; Subgrade delete; Safety Barriers 10 years; Signs/delineators 5 years; Lighting 5 years; Pavement Marking 3 years; Bridge Joints 10 years; Struct Steel Coating 10 yrs; Slopes delete (they have been maintained for 30 years) | See revisions to MR Table 501-1 in Addendum #1 to modify some of the remaining useful lifes. |

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| 194 | TP MR 501.3 | 310 | Table 501-1 | Item 6.1 Bridges – All components listed as having 45 year life should also exclude bearings. | No change made. For information, this item was revised to Ref. 5.1 in Addendum #1. |
| 195 | RIDs Schematic Maps | | | The Schematic ROW provided in the RIDs shows Developer Maintenance Service Limits in some parcels well outside the highway footprint. What are the maintenance requirements in those parcels as the majority of the land appears to be existing farm land. | Developer is responsible for maintenance of the Maintenance Service Limits as defined in the DBMA Exhibit 1. |
| 196 | TPA 420-1 WRE-8 | 8 | N/A | This section states, "ADOT will replace water lost through well acquisitions. This will be done through full well replacement or well abandonment and compensation (if requested by the owner)." Please confirm that ADOT will be responsible for the costs to replace water or compensation for the wells and water rights as part of the ROW acquisition cost or cost to cure as part of the ROW acquisition. | These costs are covered in Section 5.8 of the DBMA. No change. |
| 197 | TPA 420-1 WUS-22 | 13 | | TP 420.2.6.2 states that ..." Governmental Approvals ...require Developer's assistance, including ...providing design and information packages". This subsection identifies the prior work that has been done related to the Section 404 Permit and the Section 401 Certification but does not mention who is responsible for the compensatory mitigation associated with these permits. TP 420.2.6.3 goes on to say, "Developer shall obtain all Governmental Approvals, other than NEPA Approval..." Will ADOT fund the compensatory mitigation associated with the Section 404 Permit, or is the Developer responsible for including these costs in their bid? For this project, mitigation in lieu fees for the base design could be significant. | Developer is responsible for the in lieu fees (ILF). The US Army Corps of Engineers (USACE) has advised: 1) the compensatory mitigation will be made to the Arlington Wildlife Area project; 2) this ILF Project Site has a per acre cost of around \$80,000; 3) compensatory mitigation for transportation projects in Arizona is typically only incurred for jurisdictional waters with an impact over 0.5 acres; 4) the ratio of area of impact to area of compensatory mitigation will range from 1:1 to 1:3; and 5) the final ratio will be determined by the USACE during the permitting process. Information related to the parameters used by the USACE to determine the ratio is provided in the RIDs. |
| 198 | TPA 420-1 WUS-22 | 13 | N/A | Environmental Commitment WUS-22 states, "ADOT will mitigate for any permanent loss of waters of the United States, as required by USACE." Who is responsible for the cost of this mitigation (related to the in lieu fee). | See response to Question No. 197. |

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| | | | | Please advise. | |
| 199 | TPA 420-1 WUS-22 | 13 | N/A | ADOT will mitigate for any permanent loss of waters of the United States, as required by USACE. Please add language that ADOT will satisfy this commitment. Please clarify if ADOT will pay CORPs in lieu fees for impact to the Water of the U.S. | See response to Question No. 197. |
| 200 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | N/A | N/A | Please define "C" & "H" categories for "Known Environmental Site" field in ADOT report. | See revisions to Acquisition Relocation Status Report. C is for Cultural; H is for Hazardous Materials. |
| 201 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | 3 | 164 | Assessor Parcel Number 104-19-003C is not included in ADOT's Report, but it is contiguous with adjoining APN 104-19-003A. Because of it's configuration and having the same ownership, please confirm if 104-19-003C should be included in ADOT's Report. | No Change. Assessor Parcel Number 104-19-003C is included in list for ADOT Parcel #7-10784-A. |
| 202 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | 4 | 185 | Assessor Parcel Number 300-04-058J is on ADOT's report, but is not on Assessor's records. Please provide location and/or correct APN for this parcel. | See revisions to Acquisition Relocation Status Report. Deleted reference to Assessor Parcel Number 300-04-058J in ADOT Parcel #7-11450. |
| 203 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | 4 | 198 | Assessor Parcel Number 311-02-708 is on ADOT's report, but is not shown on Assessor's records. Please provide location and/or correct APN for this parcel. | No change. This parcel was recently subdivided. It is associated with ADOT Parcel #7-11483. |
| 204 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | 7 | 290 | Assessor Parcel Number 103-28-003S is on ADOT's report is not on Assessor's records. Please confirm if this APN should be 103-28-003J, or provide correct Assessor Parcel Number and/or specific location. | See revisions to Acquisition Relocation Status Report. Changed "003S" to "003J". |
| 205 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | 7 | 312 | 300-05-014B is on ADOT's report, but is not shown on Assessor's records. Please provide location and/or correct APN for this parcel. | See revisions to Acquisition Relocation Status Report. Assessor Parcel Number should have been 300-04-014B not 300-05-014B. Deleted reference to Assessor Parcel Number 300-04-014B in ADOT Parcel #7-11926. |

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| 206 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | 8 8 8 7 | 331 354344 359355 366304 311 | On ADOT's report, there are 4 instances where line items share the same Assessor Parcel Number, but list different ADOT parcel numbers. Please clarify discrepancy. | See revisions to Acquisition Relocation Status Report. |
| 207 | TPA 470-3 2015-06 Acquisition- Relocation Status Report v4 | N/A | N/A | Parcel located south of APN 300-03-021, and west of APN 300-03-020A is not identified on ADOT's report, but is within the schematic ROW. Please provide relevant information for the unidentified parcel. | The parcel noted is identified as ADOT Parcel #7-11922. The parcel is BLM land and is not assessed. |
| 208 | TPA 500-1 | 1 | Reference Table | We appreciate ADOT's inclusion of an adjustment factor to reflect certain deterioration of assets. However, the normal rate of certain attributes deterioration far exceeds the blanket adjustment factor provided. For example - The 4% adjustment factor provided at year 10 will be exceed through the normal deterioration of IRI many times over before rehabilitation thresholds have been reached. The Developer should not be penalized for normal and unpreventable reductions in IRI relative to the baseline; rather the Developer bares the obligation and risk of replacing pavement prior to reaching thresholds. We suggest this should be removed from the asset condition score as this is already addressed under the maintenance obligations. | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |
| 209 | TPA 500-1 | 7 | Table | We note that nearly every target listed in this table indicates a requirement of 100% compliance. Given that a certain amount of asset damage will exist at any point in time (i.e. damaged guardrail, graffiti, etc.). Please confirm our assumption that where a defect was previously identified by the Developer (and logged in the MIS) and the allowed Repair Response has not expired, a defect would not be considered a failure to meet the target. | Proposer's assumption is correct. |
| 210 | TPA 500-1 | 1 | Reference 1.1 | Ref. 1.1 -Regarding the measurement record requiring "No debris on...roadside areas". We are concerned about a gray area between the undefined terms debris and litter. Will ADOT consider amending this to read "No debris that could present hazards to motorists"? | See revisions to Ref. 1.1 in TP Attachment 500-1 in Addendum #1. |

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| 211 | TPA 500-1 | 1 | Reference 1.3 | Ref. 1.3 - For purposes of the Asset Condition Score a measurement of record of " <i>Inspection records showing compliance</i> " is problematic. For example - 1.3 Sweeping - Previous failures documented in inspection records would have already generated noncompliance point as per Exhibit 15-2 (Maintenance period noncompliance event table) Items 15.2-10 through 15.2-15. Will ADOT provide the minimum acceptable condition under " <i>Measurement Record</i> "? | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |
| 212 | TPA 500-1 Public Appearance, Ref 1.6 | 2 | | "Damaged or dead vegetation is replaced". Recommendation: Substitute 'removed' for 'replaced', and adding, "Replacements shall occur once survivability is less than the 85% criteria". | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to TP Attachment 500-1 in Addendum #2. |
| 213 | TPA 500-1 Section 3.0 | | | Performance requirements are missing. Also under the ruts section, the measurement record is missing a repair. | The performance requirements for Ref. No. 3.1 of TP Attachment 500-1 are in the FHWA publication on distressed identification for the long term pavement performance. |
| 214 | TPA 500-1 | 6 | Table 5.1 | Ref 5.1- The Performance Requirement indicates Developer will be required to carry out...repairs as indicated in the inspection reports. It our experience that Bridge Inspection Reports both catalog minor defects and include work recommendations determined to be appropriate. Will ADOT confirm that the determination of appropriate work recommendations for the Developer will be consistent with the then local ADOT current practice for ADOT maintained bridges? | No change. |
| 215 | TPA 500-1 | 6 | Table 5.1 | Ref 5.1 - Regarding the measurement record requiring " <i>No condition rating below 7</i> " The term Condition Rating is used in multiple contexts. The ADOT Bridge Inspection Guidelines indicate both a NBI Condition Rating and Element Level Condition Rating. The NBI Condition Rating includes many factors that are outside the Developers control (AADT, proximity to military route, etc.). Will ADOT please indicate that for purposes of Asset Condition Score, Condition Rating shall mean the average of condition ratings for Deck, Superstructure, and Sub-structure on a given bridge? | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |

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| 216 | TPA 500-1 | 6 | Table 5.1 | Ref 5.1 - Regarding the Permanent Repair Response of 3 months. Will ADOT consider changing the requirement to 6 months (as provided for Retaining Walls) for items not affecting safety or integrity of the structure? This is more typical, cost effective, and it is customary for state DOT's as well as Developers to bundle routine bridge repairs from an entire inspection cycle as opposed to mobilizing for individual spalls etc. | See revisions to Ref. 5.1 of TP Attachment 500-1 in Addendum #1 to provide 6 months. |
| 217 | TPA 500-3 | 6 | Table 7-1 | Although we appreciate the need for diligent irrigation maintenance and inspections, will ADOT consider changing the monthly frequency (testing for flow rates, resistance testing of valve wires, pressure at all remote control valves, etc.) to an annual inspection? | See revisions to Sections 7.2 and 7.3 in TP Attachment 500-3 and Table 7-1 in Addendum #1, which limit the monthly inspections to Non-Maintained Element irrigation systems during the landscape establishment period. |
| 218 | ADOT 15% Plans Plan Sheet | 117 | N/A | In the 15% Plans provided by ADOT, the schematic Right-Of-Way line shown west of 59th Avenue between Latham Street and Fillmore Street appears to be impacting several parcels. Please confirm schematic ROW line location. | The Schematic ROW line does not intend to encroach on these properties. Only those properties listed in the Acquisition/Relocation Status Report are anticipated to be needed to construct the project. |
| 219 | RIDs General | N/A | | As-builts missing for Pecos Rd from S. 17th Ave west to South Mountain Park Boundary including Chandler Blvd and the areas of the Foothills Reserve Community affected by the project. Please provide these as-builts. | All of the as-builts in ADOT's possession have been provided. Additional information may be obtained from the City of Phoenix. |
| 220 | TP DR 416.2.2 RIDs 1987-12 Geotech Inv Rpt Southwest Loop Highway | 90 | 10-11 | Please provide the photos and video tape of the boring logs mentioned in the geotechnical reference documents: 1987 Geotechnical Report performed by Sergent, Hauskins & Beckwith. | The 1987 geotechnical investigation performed by SH&B did not include either photos and video of the borings or of the core samples. |
| 221 | RIDs LAADCR Section 3 -Plant Materials | 9 | | Please confirm that the density requirement for Shrubs (25-30) per acre for Typical Freeway Design locations is inclusive of the density requirement for Cacti/Accents (5-10) per acre. Please clarify. | The cacti/accents requirement is in addition to the shrub requirement. The quantities to be used are those specified in the Technical Provisions. |

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| 222 | General | N/A | N/A | Please provide a list of approved appraisers and review appraisers. This will preclude unnecessary submittals by appraisers and Developers and reduces review work by ADOT. | There is not a list of approved appraisers and review appraisers. The appraiser of record for active acquisitions was added to the Acquisition/Relocation Status Report in the RIDs. ADOT may, at its sole discretion, waive the requirement for submittal of sample appraisals. |
| 223 | ITP General | N/A | N/A | As a condition of receiving the RFP documents, Proposers signed an agreement that we would not share them with anyone as they are not public documents. To ensure that the most competitive pricing from subcontractors and suppliers is received, will ADOT allow Proposers to share the RFP, including RIDs, with subcontractors and suppliers bidding on the project? Additionally, there are a number of requirements in the DBMA for Subcontracts to be aware of at the time of bid. | Yes, sharing of the RFP documents with subcontractors and suppliers is allowed. The RFP documents are public documents available on ADOT's Web site. |
| 224 | ITP Exhibit 9-1 §6.b | 3 | 7-9 | Our surety would like to see the language in Sub-section 6 b amended so that the words "actual damages, including" are deleted and the phrase simply starts with "Additional legal, design..." Though this is fairly standard AIA wording, given the waiver of damages in the contract, our surety does not think the bond should be used to expand the damages. | Addendum #2 will clarify that actual damages can be recovered to the extent available at law. This resolves any inconsistency with the provision stating that the surety's responsibilities are no greater than the Principal's. |
| 225 | ITP 1.13 | 21 | 8-19 | ITP Section 1.13 requires all Key Personnel to hold a license, registrations and credentials at time of Proposal submittal or have submitted application for the same. In addition, Key Personnel are required to have all applicable license, registrations and credentials at time of DBM Award. These requirements runs in conflict TP Vol 2, Sec110.08.1 which requires Key Personnel to hold applicable license, registration and credentials before starting work on the Project. Recommend ITP Section 1.13 be revised to be consistent with requirements of TP Vol 2 110.08.1 for Key Personnel hold priority as some roles (e.g. Maint Mgr) may not start work on Project until after NTP 1. | TP Vol. 2 GP 110.08.1 will be revised in Addendum # 2 to be consistent with ITP Section 1.13. |

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| 226 | ITP 5.6.1.4 | 65 | 34-39 | With approval of the ATC any current acquisition activity of Avoided Schematic ROW will be put on hold. IF Developer decides not to utilize the ATC, can the Developer notify ADOT of such decision and have ROW activities commence again? | Proposers are encouraged to notify ADOT promptly of any decision not to use an approved or conditionally approved ATC that includes avoidance of Schematic ROW, or not to avoid ROW previously indicated to be avoided, so that ADOT can adjust its ROW acquisition process if necessary. |
| 227 | ITP 6.1.2(m) | 74-75 | 42-2 | This Section requires that as a condition to ADOT execution of the DBM Agreement, delivery to ADOT of “a completed Professional Services Subcontractor Request Form or Construction Subcontractor Request Form, as applicable, in the forms set forth in Exhibits 5-1 and 5-2 to the DBM Agreement, for the Lead Subcontractor, Lead Engineering Firm, Independent Quality Firm and each other Subcontractor included in the Proposal that will provide Design Work or Construction Work;” The aforementioned forms require submission of subcontract agreements with all DBE subcontractors and subconsultants. We request that the requirements for submission of the subcontract agreements be deleted, as there will not be sufficient time from notification of award to submission of the DBM Agreement to negotiate and execute agreements with each DBE subcontractor and subconsultant listed in Proposal. | DBMA Exhibits 5-1 and 5-2 will be revised and will not address when Subcontracts must be submitted to ADOT. ITP section 6.1.2(l) requires execution and delivery of certain Subcontracts, binding term sheets or heads of terms as part of contract award. For requirements for delivery of other Subcontracts, see DBMA section 9.4.2.3 and Section 12.03 of the DBE Special Provisions (DBMA Exhibit 7). |
| 228 | ITP 1.10.8 DBMA Exhibit 8 §3.0 | 20 2 | 9 NA | The number of OJT trainee hours does not match between these two sections. Request resolution. | Addendum #2 will correct the OJT trainee hours in DBMA Exhibit 8, section 3.0. |
| 229 | ITP Exhibit 2 §3.2.2 §3.2.10 Forms B-2, B-4, and P | 2 5 | 31 16 | Form B, Part 2 and 4 Form P are required from other subcontractors. To aid in the logistics of obtaining executed forms, will ADOT accept faxed/emailed copies of these required forms? | No. |
| 230 | ITP Exhibit 2 §3.2.7 Form H-5 | 33 | 33 | Form H-5 – DBE Subcontractor Intent to Participate. To aid in the logistics of obtaining executed forms, will ADOT accept a fax/emailed copy of this form? | No. |

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| 231 | ITP Exhibit 6 §7 | 6 | 28-32 | Proposer requests that ADOT only require 5 copies of the roll plots to be submitted as part of the Technical Proposal, since there is significant cost and amount of time needed to print the roll plots. This requested change is consistent with other states' requirements for similar DBM projects. | Addendum #2 will change the requirement to four copies of roll plots. |
| 232 | ITP Exhibit 9-1 | 4-D | 2 | Under Section 4-d of the D&C Performance Bond, the surety must respond to the Obliges declaration of default of the Developer with their response no later than 30 days. The sureties concern here is if the first notice they have of an issue on this project comes with the owners default notice then the timeframe to respond and tell the owner exactly how they will honor their obligation under the Performance Bond is too short for a project of this complexity. This could be addressed in two ways, a) some sort of required pre default notice/meeting with the sureties so they know there is a potential issue on the job and can get up to speed (similar to the approach taken in the AIA 312 Performance Bond, or b) a longer period of time for the sureties to respond to the owner post default with their plan to finish the project or otherwise honor their obligations under their bond. A period of 60 days would be closer to the timeframe the sureties would like to see in the bond. | No change will be made. 30 days' notice is not uncommon and is sufficient for sureties to decide whether to undertake performance, undertake to pay in lieu of performing, or to deny. The provision does not require performance in 30 days nor even payment in 30 days. |
| 233 | ITP Form L §8 & 9 | 2 | N/A | The legal opinion should not include a broad opinion that the Guaranty/DBM Agreement does not " <i>conflict with any agreement</i> " to which the relevant entity is a party. We consider this opinion to be unduly burdensome as the relevant entities are parties to a large number of agreements, the vast majority of which are unrelated to this project. In our experience, external counsels are unable to provide such an opinion given its breadth. | No change will be made. The opining firm typically will rely on a certificate of an authorized officer of the client as to factual matters such as whether the client has agreements that conflict. |
| 234 | DBMA | N/A | N/A | Is the ADOT OJT pilot program active, and if so can we get a final draft of the program (Kent Lane did say it started on July 1st, but just to make sure) | Yes, the ADOT OJT Pilot Program was launched July 1, 2015. Information about the program can be found at http://www.azdot.gov/business/business-engagement-and-compliance/ojt-contractor-compliance/contractor-based-ojt . |

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| | | | | | This Pilot Program is for one year and does not apply to the Loop 202 South Mountain project. Follow the instructions in the RFP and DBMA for the requirements of the OJT Program related to the Loop 202 South Mountain project. |
| 235 | DBMA | N/A | N/A | Steps needed to take to get involved with ADOT OJT program | ADOT has an OJT Supportive Services Program, which included a 3-Week Pre-Apprenticeship Construction Academy that produces graduates that contractors can hire as OJT Trainees. After contract award, Developer can contact the ADOT Business Engagement & Compliance Office Work Force Development Program at (602)712-7761, for a list of potential trainees and for how to participate in the program. |
| 236 | DBMA | N/A | N/A | Any upcoming OJT events that we can participate in? | 3-Week Pre-Apprenticeship Construction Academy class: September 28-October 16, 2015. Construction Career Days: November 5-6, 2015 |
| 237 | DBMA | N/A | N/A | Is there a way we can obtain the OJT history on all past federally funding projects in AZ (maybe for the past 10 years)? | No. |
| 238 | DBMA | N/A | N/A | Are we able to add a new classification to the program once the job has started? | Any new classifications have to be approved by ADOT and FHWA prior to the OJT Trainee starting to work on the Project. |
| 239 | DBMA, Exhibit 1 | 7 | 6-16 | We consider the 180 day period for ADOT to make available a Project ROW parcel in limb (d) of the definition of ADOT-Caused Delay to be too long given the potential effect of delays in making such parcels available on the Critical Path. We would like to discuss the inclusion of a shorter period which triggers an ADOT-Caused Delay. | No change will be made. |
| 240 | DBMA 3.1.3.1 | 18 | 27-31 | "3.1.3.1 If the Submittal is one where the Contract Documents indicate approval or consent or acceptance is | No change will be made. |

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| | | | | required from ADOT in its sole discretion or absolute discretion, then ADOT's lack of approval, determination, decision or other action within the applicable time period described in Section 3.1.2 shall be deemed <i>disapproval</i> ." This does not appear to benefit the project. The language should state that ADOT may request more time to make a decision and not automatically default to a "disapproval" decision. | |
| 241 | DBMA 5.5.4 | 41 | 29-32 | Who pays for witnesses, appraisers, etc. if the original appraisal was done by ADOT and then turned over to the developer? | Addendum #2 will clarify. |
| 242 | DBMA 5.7.7 | 46 | 34-35 | "The payment will be due from ADOT to Developer not later than 30 days after Final Acceptance." Although ADOT can pay sooner, 30 days after Final Acceptance is too long and unreasonable considering the value provided to ADOT. Recommend that payment be made after ADOT approves the submittal and not later than 30 days after the Developer submits its monthly invoice. | No change will be made. |
| 243 | DBMA 5.8.2.2 | 47 | 22-26 | For the GRIC well in close proximity to the 51 st Ave Overcrossing, does this avoidance include the portion of the GRIC parcel that extends to the 51 st Ave centerline? | Yes. See response to Question No. 244. |
| 244 | DBMA 5.8.2.2 DBMA 5.8.2.3 (b) RID GRIC Well Background Info.zip | 47 47 | 24-26 34-37 | GRIC well parcels (ADOT parcels 07-11714 and 09-11920) each have easements that cross the SR 202L alignment as shown in the schematic design. Avoidance of the airspace above these easements would require realignment of SR 202L outside of the schematic right of way. Question: Do the avoidance requirements apply to the easements as well as the well parcels themselves? Additionally, please clarify design requirements for preserving GRIC's legal access across ADOT's ROW. | ADOT believes that these GRIC easements are as extensive as reasonably necessary for use and maintenance of, and access to, the GRIC wells, pipes and ditches; and that highway improvements in the airspace above the easements are not precluded by the easements so long as the airspace needed to maintain and preserve use and maintenance of, and access to, GRIC wells, pipes and ditches is preserved. However, Proposers are responsible for legal analysis of the terms of the easements for pipes, ditches and access for the GRIC wells and may not rely on ADOT's interpretation. DBMA Section 5.8.2 will be revised to take into account all GRIC property rights and interests related to the GRIC wells. |

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| 245 | DBMA 5.8.2.3 | 47 48 | 27-37 1-2 | Section 5.8.2.3 places risk on the Developer that if it needs ROW on GRIC land that involves wells, it must negotiate an acceptable price with GRIC and ADOT. Please clarify that Developer is entitled to relief for a stalemate in these ROW negotiations with the GRIC. | No change will be made. To date ADOT has not persuaded GRIC to sell. ADOT made an offer that was rejected without negotiation. ADOT is not further pursuing negotiations. |
| 246 | DBMA 5.10.1.1 | 49 | 11-13 | “Developer shall coordinate and cause to be completed <u>all</u> Utility Adjustments necessary for the timely construction and maintenance of the Project, in accordance with the Contract Documents.” This should be revised to carve out utility work ADOT has already authorized such as the WAPA power lines at 51 st Avenue. Recommend carving out utility work already authorized by ADOT such as the WAPA power lines near 51 st . | Addendum #2 will revise the DBMA to provide carve-outs for those Utility Adjustments that are ADOT’s responsibility. The carve-outs will be described in the Technical Provisions in Addendum #2 or a future Addendum. |
| 247 | DBMA 5.10.2.2 | 50 | 4-17 | We continue to feel strongly that pre-bid MOU’s with utility entities is necessary to establish assumptions for basic utility requirements. This approach balances risk sharing between the parties and provides information the Proposers can rely upon for proper relief in the event of misinformation or a non-cooperative utility. We recommend ADOT enter into MOUs with utilities and/or establish a baseline for expected terms and conditions for all bidders where Developer should be entitled to relief if conditions are not met. | A future Addendum will provide additional guidelines and/or any MOU’s surrounding Utility Adjustments. ADOT is attempting to obtain MOUs by 9/15/15. See Definition of Utility Company Delay in Exhibit 1 to the Agreement. |
| 248 | DBMA 5.10.9.4 | 57 | 38-39 | “To the extent permitted by Law, ADOT will impose conditions in any approved permit or other agreement or approval: (a) prohibiting the Utility Company from interfering with Developer’s schedule for D&C Work...” The Developer assists ADOT with permit recommendations, however, there is no specified time for ADOT to make a decision, and no relief if ADOT takes an unreasonably long period to approve or disapprove a permit. Since utility relocations are critical to the schedule, recommend that ADOT have 10 days to approve or disapprove a utility company’s permit and if a longer duration is taken, make it a Relief Event. | No change will be made. This section only applies to utility permits that are unrelated to accommodation of the project construction, as stated in DBMA 5.10.9.1. Therefore, the timing of ADOT’s action on such permits is not relevant to Developer’s construction schedule. |
| 249 | DBMA 5.10.11 | 59 | 8 | We appreciate the clarity provided to this section in Addendum 1 as it pertains to electricity costs related to | Addendum #2 will clarify responsibilities for utility consumption for Routine Maintenance. |

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| | | | | <p>the performance of maintenance work. However, as we understand, the intent was that the Developer would not be required to pay electricity costs for the day to day continuous operation of roadway lighting, ITS, irrigation, and pump stations (if applicable). Could ADOT please add the following as 5.10.11.4:</p> <p>The Developer shall not be required to pay electricity costs for the normal operation of roadway lighting, ITS, irrigation, and pump stations (if applicable).</p> | |
| 250 | DBMA 5.10.11.1 | 58 | 35-40 | <p>“Except for incremental additional costs directly attributable to a Relief Event, Developer is responsible for all costs of such other Utility service facilities and Utility services, including costs of design and construction (both on-Site and off-Site), Governmental Approvals, connection fees, testing, inspection, and certification, and Utility service/usage fees and charges required to perform the D&C Work and Capital Asset Replacement Work.” It will be an administrative burden for ADOT and the Developer to switch names on the utility bills during the short term Capital Asset Replacement work, since ADOT will already be paying for the bills after Substantial Completion. Suggest replacing with the following: “Except for incremental additional costs directly attributable to a Relief Event, Developer is responsible for all costs of such other Utility service facilities and Utility services, including costs of design and construction (both on-Site and off-Site), Governmental Approvals, connection fees, testing, inspection, and certification, and Utility service/usage fees and charges required to perform the D&C Work and Capital Asset Replacement Work. Upon Substantial Completion, utility service costs will be borne by ADOT.”</p> | <p>No change will be made regarding utility consumption for Capital Asset Replacement Work. Addendum #2 will clarify responsibilities for utility consumption for Routine Maintenance.</p> |
| 251 | DBMA 5.11 | 59 60 | 7-36 1-2 | <p>We note that drafting has been included requiring the Developer to negotiate the UPRR Construction and Maintenance Agreements. However, no provisions have been included dealing with the consequences of an unreasonable delay by the UPRR in engaging in such negotiations. We propose that a delay by the UPRR be</p> | <p>No change will be made.</p> |

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| | | | | treated as a Relief Event on similar grounds to a Utility Company Delay. | |
| 252 | DBMA 5.11.2.1 | 59 | 1-6 | Although ADOT and UPRR are meant to enter into the agreement between them, responsibility for completion of this agreement falls on the Developer. Given that the Developer does not know the limits of the agreement expectations, it is exposed to potential delay and cost trying to complete an agreement for which we may have little input. Further, UPRR and ADOT are allowed to delegate responsibilities under the agreement to the Developer, presumably at a later date. That exposes Developer to additional scope and responsibility that it can't plan for. Developer should be entitled to relief for delays and costs arising out of an unreasonable response from UPRR and any assignment of obligations needs to be made in advance of Proposal. Please confirm that the Developer will be entitled to rely on the standard form UPRR Construction and Maintenance Agreement. | No change will be made. Developer will be in the lead negotiating agreements with UPRR, and Developer's design choices could affect the terms of those agreements. The standard form UPRR Construction and Maintenance Agreement is a Reference Information Document. |
| 253 | DBMA 6.5.2.2 | 66 | 29-34 | <p>We disagree with ADOT's position that, if one of ADOT's other contractors' damages, hinders or interferes with Work, the Developer's remedy is to take action against that contractor and take over ADOT's contractual rights and remedies against the contractor. The Developer should not: (i) be required to take the risk of the sufficiency of ADOT's contractual rights in respect of its other contractors; (ii) be taking credit risk on its ability to recover damages from those contractors as the Developer's relationship is with ADOT and not the other contractors.</p> <p>Our position is that ADOT should take full responsibility for the actions of its other contractors and that, if another contractor delays, damages, hinders or interferes with the Work, it should be deemed to be an ADOT-Caused Delay.</p> | Addendum #2 will revise DBMA Section 6.5.2.1 to provide that ADOT will make its highway condition reporting system accessible to Developer, and that reservations therein for lane closures are prioritized in the order received. Addendum #2 will revise DBMA Section 6.5.2.2 to provide that ADOT will manage its other contractors to avoid simultaneous work in Developer's work zones, so long as Developer adheres to its schedule. |
| 254 | DBMA 6.5.2.2 | 66 | 33 | In the last sentence there is a typo that states "contact" instead of "contract". Replace "contact" with "contract" in | No longer relevant. See response to Question No. 253. |

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| | | | | the last sentence of the Section. | |
| 255 | DBMA 6.8.6.1 | 75 | 33 | The provision indicates that ADOT will be considered the sole generator and arranger and will sign manifests for the off-site disposal of Hazardous Material, except for Hazardous Material generated or released by the Developer or a Developer-Related Entity. This is generally consistent with an appropriate allocation of risk; however, the latest draft adds the following to the list of exceptions: " <i>Hazardous Materials present in or on Temporary Work Areas.</i> " This new addition should also be tied to a release by the Developer or a Developer-Related Entity. This same issue is also present in Section 6.8.9, which describes the Developer's liability for Hazardous Materials. | Addendum #2 will change "Temporary Work Areas" to "Developer's Temporary Work Areas." Developer controls its choice of Developer's Temporary Work Areas and therefore must take responsibility for the environmental condition of these areas. Nothing in the Contract Documents precludes Developer from recourse to responsible third parties for Hazardous Materials present in such areas. See, e.g. DBMA Section 6.8.4.2. |
| 256 | DBMA 6.8.6.1 | 75 | 33-34 | The introductory exception language "Except as provided otherwise in Section 6.8.7 as between Developer and ADOT," should be deleted. Section 6.8.7 is silent in respect of generator and arranger status with respect to Developer Releases of Hazardous Materials. | The change will be made in Addendum #2. |
| 257 | DBMA 6.8.6.1 DBMA 6.8.9 | 75 76 | 42 36 | With respect to the new item (d) added to Sections 6.8.6.1 and 6.8.9, as there is no definition for "Temporary Work Areas" in Exhibit 1, please amend to read "Developer's Temporary Work Areas" which would be as defined in Section 5.4.2. | The change will be made in Addendum #2. |
| 258 | DBMA 6.8.6.1 | 75 | 42 | Temporary Work Areas does not appear to be a defined term, correct to "Developer's Temporary Work Areas". | See response to Question No. 257. |
| 259 | DBMA 6.8.7 | 76 | 16-20 | The drafting of Section 6.8.7 remains confusing and open to misinterpretation. Please redraft to include the defined term for "Third Party Releases of Hazardous Materials" to read: "Developer shall not be required to engage in Hazardous Materials Management with respect to <u>any Third Party Release of Hazardous Materials onto the Project or Project ROW at any time during the Term by a Person other than a Developer-Related Entity in the course of performing Work (a "third party"), where such Release is from a vehicle operating or located within the Project ROW or from such vehicle's cargo.</u> " As stated by | Clarifications will be made in Addendum #2. |

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| | | | | ADOT in its recent responses to Proposer's Questions, Developer is not required to remediate any such Releases of Hazardous Materials onto the Project or Project ROW. | |
| 260 | DBMA 6.8.10 | 77 | 3-7 | The drafting of Section 6.8.10 remains unnecessarily open to misinterpretation. Please redraft using the defined term for "Third Party Releases of Hazardous Materials" to read: "In the event of good-faith and bona fide claims on behalf of Developer related to <u>Third Party Releases of Hazardous Materials by a third party who is not a Developer-Related Entity</u> ..." | Clarifications will be made in Addendum #2. |
| 261 | DBMA 7.7 | 83 | 33-36 | Please confirm that "ground-disturbing activities in the Center Segment" includes geotechnical investigations including boring / rock coring to be used as the basis of design within the limits of the Center Segment. This requirement will delay the start of construction for this segment until the geotechnical investigations, analysis, and design are completed. | Confirmed. No change will be made. |
| 262 | DBMA 7.11.1 | 85 | 11-16 | We appreciate the recent change made by ADOT to Section 19.3.1. Section 7.11.1 must also be amended to provide that, should Developer no longer be able to complete the D&C Work by the corresponding Completion Deadlines, then Developer may then present a Recovery Schedule showing completion of the D&C Work later than the respective Completion Deadlines. Add the following to Section 7.11.1, "Provided, however, if Developer has failed to meet any Completion Deadline (as it may be extended under this Agreement) by the time required under this Agreement, then Developer shall prepare and submit to ADOT for review and approval with the next Monthly Progress Schedule a Recovery Schedule demonstrating Developer's proposed plan to achieve the applicable contractual milestones with as little additional delay as possible. | Change will be made in Addendum #2. |
| 263 | DBMA 7.11.2 | 85 | 17-19 | Please amend Section 7.11.2 consistent with the changes made to Section 7.9.3 by inserting the following: "Except as otherwise provided in Articles 14 and 15, ..."; without this language, this Section unnecessarily conflicts | Change will be made in Addendum #2, except for the reference to Article 15. |

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| | | | | with Developer's entitlement provided elsewhere in the Contract Documents for Relief Events. | |
| 264 | DBMA 9.6.2.2 | 116 | 24-25 | The liquidated damage rates for Key Personnel remain very high. Recommend reducing the key personnel LDs to \$100k each as per the previous request. | No change will be made. |
| 265 | DBMA 9.6.3.2 | 117 | 25-31 | Please expand this clause to include all Key Personnel, not just the Project Manager. | Addendum #2 will expand this provision to include the other Key Personnel, except the Maintenance Manager. |
| 266 | DBMA 10.2.1 et al DBMA Exhibit 10-1 | 125-126 1-3 | Various | The 30 year Maintenance Term is a challenge for the sureties to get comfortable with even with the ability to write bonds for five year increments. The issues/concern on the part of the sureties has less to do with the five year term of the Mait Bond and more to do with a) the linkage between this bond and getting the large Performance Bond released and b) the very complex formula to determine the bond penalty of the Maintenance bond. Without a cap or clearer picture of the maximum bond penalty for this obligation the sureties are struggling with how to underwrite this obligation. | The penal sums for Maintenance Bonds will increase or decrease depending on the bid price for Maintenance Services to be provided during the applicable five-year term and the movement in the CPI and CCI. Therefore, it is not possible at this time to set a cap, but determination of the bond amount in the future should be an easy arithmetic exercise. See also the response to Question No. 267. |
| 267 | DBMA 10.2.1.4(a), (b) | 125 126 | 29-39 1-7 | With respect to a) and b) herein, the amount for the Capital Asset Replacement bond should simply be the amount of the work being performed. The formula outlined seems well in excess of the value of the work. They seemed to have forgotten they have the "routine" bond for those exposures. And, the bond form for the Capital Asset Replacement Bond should be like a more typical performance bond. It covers a specific project for a specific amount. It should not be the same as the Routine Maintenance bond form or the Maintenance Bond Form specified for this project. | The amount of this bond must be the greater of the amount ADOT will owe under the DBMA for the Capital Asset Replacement Work or the cost to Developer of that Work. The formula is generally consistent with this. The requirement that the bond include the amount of in-lieu fees is deleted in Addendum #2. However, if the amount of in-lieu fees were to exceed the amount of remaining Capital Asset replacement Work Payments, then ADOT would not have the ability to offset to collect the in-lieu fees and therefore will require balancing through an early in-lieu fee payment or a letter of credit. This is addressed in DBMA Sections 8.11.4.5 and 8.11.4.8 in Addendum #2. Addendum #2 will provide for a bond form for |

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| | | | | | the Capital Asset Replacement Work Performance Bond comparable to the performance bond for the original construction work. |
| 268 | DBMA 10.2.1.4 (b) | 125-126 | 37-7 | To allow for the most effective and efficient management of the needed bonding for Capital Asset Replacement Work, we request that ADOT allow for the Payment & Performance Bonds required in Section 10.2.1.4 (b) for any Capital Asset Replacement Work to be provided by the Subcontractor, if any, performing such work on behalf of the Developer or Maintenance Contractor. Such bonds would include Multi-Obligee riders in a form satisfactory to ADOT. We recommend that the bond and multi-Obligee riders be similar to the bond forms set forth in Exhibit 9 of the ITP. | No change will be made. ADOT's concern is that neither Developer nor ADOT would be in privity of contract with the principal, and that another layer of multiple obligees further dilutes the value of the bond to ADOT. |
| 269 | DBMA 10.4.5 | 130 | 8 | We consider an obligation to provide quarterly reports of the Developer and any Guarantor's Tangible Net Worth to be administratively onerous and unnecessary. We propose that s10.4.5 is amended to provide for the annual provision of each relevant party's financial statements. | No change will be made. ADOT does not believe quarterly reports are administratively onerous. Quarterly 10Qs or similar host-country filings of the parent companies that are likely Guarantors already require reporting of assets and liabilities and net worth, and it is not difficult to extract Tangible Net Worth from such information. Reporting Tangible Net Worth is vital to protect ADOT's interests. |
| 270 | DBMA 11.1.7 (a) | 133 | 15-22 | With respect to the requirement for a non-vitiation clause in the DBMA Volume II Section 11.1.7 (a) on all insurance policies, please note that this may not be commercially available on professional liability insurance. We have polled several brokers who indicate that they have not successfully bound a designer's professional liability policy with such a clause. Please confirm that if the Developer can show that the clause is not commercially available, an assuming the policy is otherwise compliant with the requirements, the policy will be acceptable to ADOT. | DBMA Section 11.1.12.2 gives the Developer the opportunity to demonstrate commercial unavailability. As a matter of information, ADOT has identified carriers that do accept non-vitiation clauses in PL policies. |
| 271 | DBMA 11.1.7 (a) | 135 | 15-16 | All Insurance policies shall be endorsed so that " <i>no acts or omissions of an insured shall vitiate coverage of the</i> | No change will be made. See response to Question No. 270. |

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| | | | | <i>other insured's</i> " We see limited availability in the marketplace and therefore this condition will limit the number of viable insurance markets. We suggest this condition be deleted. | |
| 272 | DBMA 11.2.5 | 144 | 34-36 | Article 11 gives ADOT the right to report claims directly. It should be noted that carriers may not accept claims from parties other than the first named insured. | Addendum #2 will delete DBMA Section 11.2.5, as the matter is adequately addressed in DBMA Section 11.2.6. |
| 273 | DBMA 11.2.7 | 142 | 6-10 | Section 11.2.7 requires quarterly reporting "... on a policy-by-policy basis of all payments made by insurers during the immediate preceding quarter and cumulative, under the insurance policies that provide coverage pursuant to this Agreement, and of the balance of the coverage limit remaining after each such payment." This requirement remains unreasonable and requests unprecedented amounts of detail (i.e. "... and of the balance of the coverage limit remaining available after each such payment."). It seems that ADOT's concern is in regard to potential aggregate erosion on those policies that have aggregates. If that is correct, ADOT should set a requirement to notify AODT in the event that any aggregate is depleted by some % amount. We recommend that percentage be not less than 50%. | Provision will be revised in Addendum #2. ADOT will require a report once claims cumulatively erode aggregates by more than 25%, and thereafter whenever cumulative claims result in additional cumulative erosion of 10%. |
| 274 | DBMA 11.2.7 | 142 | 6-10 | Quarterly reporting of claims and remaining limits is onerous. Given the indemnity under the contract, the Developer's responsibility for deductibles such a report is onerous, particularly since many such claims will not affect / include ADOT. | See response to Question No. 273. |
| 275 | DBMA 11.3 | 142 | 11 | In review of Section 11.3, it appears the Developer has responsibility for risk of loss for the Maintenance Period and yet, there is no obligation for Property Insurance. Should the Proposers assume that they must procure Property Insurance to provide for protection up to the maximum probable loss or that ADOT will take responsibility for the Property Risk Insurance coverage? | ADOT believes Proposer misreads DBMA Section 11.3 in stating that the Developer will have responsibility for risk of loss during the Maintenance Period. Section 11.3.1 states the obligation to do the repair work, but says nothing about who pays. The rest of the subsections deal with use of insurance proceeds; and DBMA Article 14 and the definition of Relief Events and related definitions such as for Force Majeure Event provide terms for compensation for Extra |

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| | | | | | <p>Work Costs to repair damage caused by Relief Events. For changes to the scope of Force Majeure Events, see response to Question No. 319.</p> <p>Except mandatory builder's risk insurance for Capital Asset Replacement Work, the Contract Documents will not mandate casualty insurance during the Maintenance Period. Each Proposer must decide whether to buy such casualty insurance. ADOT will not coach Proposers on how to manage risks allocated to the Developer during the Maintenance Period.</p> |
| 276 | DBMA 11.3.1 | 142 | 12-21 | For purposes of further clarity as to the intent of ADOT in regards to loss or damage to the Project, please add the following to the beginning of Section 11.3.1: <i>"Subject to certain cost relief granted to the Developer in Contract, including, but not limited to such relief set forth in Section 11.3.3, 11.3.4, 11.3.5 and 11.3.6,"...</i> | No change necessary. DBMA section 11.3.1 addresses Developer's obligation to do the work. The other sections address payment. |
| 277 | DBMA 11.3.2-11.3.8 DBMA Exhibit 12 §1.(d) §2.(d) | 142 -144 2 3 | N/A 2-5 13-16 | Addendum #1 continues, in several places, to require ADOT to be named as Loss Payee and states that ADOT will control all proceeds from the Builders Risk insurance program. This is an unacceptable position. ADOT will be included as an Additional Insured on the Builders Risk policy, as its interest may appear, but the Developer must control the proceeds of insurance. All references to ADOT being loss payee under any insurance provided by the Developer should be removed. | ADOT will not change the requirement that it be the loss payee under builder's risk policies. Almost all events of loss or damage to the facilities covered by builder's risk insurance will also be Relief Events, meaning ADOT must pay for the repair costs. It is ADOT's experience that the time within which it wants repairs done is usually in advance of when insurance claims are processed and settled. Accordingly, in the great majority of cases ADOT would have to pay the repair costs to the Developer, and the insurance money would follow some time later. Since ADOT has the right to the insurance proceeds to reimburse its expenditures in most cases, it should be the loss payee, so that the money comes to it directly. The Developer would still make and |

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| | | | | | <p>process the insurance claims (subject to ADOT's right to also do so).</p> <p>Addendum #2, however, will change section 11.3.3 (damage or destruction covered by builder's risk policy but not a Relief Event) to provide that ADOT will promptly remit builder's risk insurance payments to Developer in such a situation.</p> |
| 278 | DBMA 11.3.2 DBMA 11.3.3 | 145 | 22-24 33-35 | <p>General Insurance requirements 11.3.2 list ADOT as a loss payee with exclusive rights to receive claim payments from the insurers. The requirements go further in to say Extra Work and Delay Costs afforded under the policy will go to ADOT and then be redistributed to the Developer as ADOT sees fit. We suggest ADOT remove this stringent claim payment wording under 11.3 Risk of Loss or Damage to Project. Establishing a loss payee with an exclusive right to claim payments is not customary in the Builders Risk market. If ADOT is unwilling to remove 11.3, we suggest adding a dollar amount where ADOT can have control of a claim up to.</p> | <p>See response to Question No. 277. In addition, nothing in DBMA Section 11.3 says that ADOT can redistribute insurance proceeds as it sees fit; on the contrary, it is very specific on use of insurance proceeds.</p> |
| 279 | DBMA 12.1.2 | 146 | 23 | <p>What is the basis for the 18 month Warranty Term from Final Acceptance for Non-Maintain Elements owned by Third Parties? The term should be set at one year consistent with those owned by ADOT.</p> | <p>Purpose is to cap the duration of the Warranty for Non-Maintained Elements owned by third parties if the third party unreasonably delays in accepting Developer's work. Addendum # 2 will reduce the cap to 15 months after ADOT's Final Acceptance.</p> |
| 280 | DBMA 13.3.4.1 | 158 | 26-28 | <p>"Developer shall be entitled to payment for mobilization in an amount equal to the lesser of (1) the bid item price for mobilization set forth in Exhibit 2-4.1 or (2) 5% of the D&C Price. (other than mobilization)." A 5% mobilization is too low for a project this size that will have significant mobilization needs/costs. Recommend 10% of the D&C Price (other than mobilization) for mobilization.</p> | <p>No change will be made.</p> |
| 281 | DBMA 14.3.1, definition of "Claim Deductible" | 176 177 | 34-37 1-6 | <p>The Claim Deductible imposes a potentially open ended exposure for Extra Work Costs on the Developer and it is likely that the imposition of such a deductible would result</p> | <p>No change will be made.</p> |

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| | DBMA Exhibit 1 | 18 | 17-22 | <p>in Proposers having to include a high contingency for Relief Events in their price proposals. We propose that the Claim Deductible is amended to include an aggregate cap on the total amount of Extra Work Costs for which the Developer will be responsible.</p> <p>Our proposed amendments to the drafting to address this issue are to Amend §14.3.1 as follows: “14.3.1 Except as provided in this Section 14.3 and subject to the aggregate caps set out in the definition of Claim Deductible, each separate occurrence of a Relief Event for which a Claim is made seeking the recovery of Extra Work Costs and Delay Costs, as applicable, shall be subject to the Claim Deductible. The Claim Deductible reflects the Parties’ agreement that: (a) Developer shall bear the financial risks for Extra Work Costs and Delay Costs, as applicable, for each separate occurrence of a Relief Event, up to the Claim Deductible; and (b) except as otherwise provided in this Article 14, ADOT will compensate Developer for Extra Work Costs and Delay Costs, as applicable, in excess of the Claim Deductible; provided, however, that each Claim complies with Section 14.1.”</p> <p>Amend definition of Claim Deductible as follows: “Claim Deductible means the following amounts, as applicable, for each separate occurrence of a Relief Event: (a) the first \$50,000 of Extra Work Costs, subject to (i) adjustment as provided in Section 14.3 of the Agreement; and (ii) an aggregate cap for all Extra Work Costs incurred by the Developer of \$200,000; and (b) the amount equal to the Delay Costs for the first ten days of delay to the Critical Path due to the Relief Event, subject to an aggregate cap of 100 days.”</p> | |
| 282 | DBMA 14.3.2(b) | 177 | 9-11 | <p>We again raise the concern that the Claim Deductible regime requires the Developer to price risks that are beyond the Developer's control which will cause an unnecessary increase to the price of the bid for all Proposers. Please amend carve out (b) in Section</p> | <p>Addendum # 2 will clarify Section 14.3.2 to include clause (b) (ADOT Directed Change) in the list of exclusions from the Claim Deductible. No other change will be made.</p> |

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| | | | | 14.3.2(b) to include clause (b) with respect to ADOT-Directed Changes for clarity. Furthermore, we remain concerned about clauses (g), (h), (j), (k), (l), (m), (n), (p) and (r) of the definition of Relief Event being excluded from the carve out and again request an aggregate \$500k cap as to Developer's responsibility for Extra Work Costs arising from the Claim Deductible. | |
| 283 | DBMA 14.4.1.1(a) | 177 | 25-31 | <p>It should be made clear that it is not commercially reasonable to require the Developer to a design modification which materially increases the cost of the Work. As such, please include a new limb (iv) at the end of this section as follows:</p> <p>“(iv) which increases the cost of performing the Works by more than [x]”</p> | No change will be made. ADOT believes clauses (a)(i) – (iii) appropriately address this concern. |
| 284 | DBMA 14.4.1.2 (b) | 178 | 20-25 | <p>To the extent Developer has made commercially reasonable design modifications to deliver the basic configuration within the schematic ROW, the Developer should not be responsible for bearing extra work costs for ROW services and for any redesign and construction for the additional necessary ROW.</p> <p>Amend 14.4.2.1(b) that ADOT will bear the extra work costs for ROW services and any redesign and construction.</p> | No change will be made. ADOT regards the risk allocations as fair and balanced. |
| 285 | DBMA 14.4.4.3 | 179 180 | 35-38 1-2 | <p>As discussed at our last one-to-one meeting, we have set out below our proposed amendment to the circumstances in which Delay Costs are paid for Utility Company Delays:</p> <p>“14.4.4.3 Developer shall not be entitled to any Claim for Delay Costs relating to a Utility Company Delay described in clause (c) of the definition of Utility Company Delay if unless the applicable Utility Agreement precludes includes an adequate damages remedy to Developer for Utility Company delays. In all other cases, (including where, despite the Developer taking all commercially available measures to enforce its rights under the applicable Utility Agreement, a Utility Company has failed</p> | The second sentence will be deleted in Addendum #2. No other change will be made. |

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| | | | | <p>to honor its obligation to pay damages to the Developer following a Utility Company Delay) Developer's recourse for the costs of such delays shall be against ADOT Utility Company limited to remedies against the Utility Company."</p> <p>In addition, a reference to limb (g) of the definition of Relief Event should be added to §14.3.2(b) as the Claim Deductible should not apply to Utility Company Delays.</p> | |
| 286 | DBMA 14.4.5.3 DBMA 14.4.5.4 | 180 | 23-32 | Sections 14.4.5.3 and 14.4.5.4 address the same limitations regarding relief entitlement for Inaccurate Utility Information. 14.4.5.3 does allow Delay Costs and the 14.4.5.4 does not. This appears to be an error and the sections should be merged into one, allowing entitlement for both Delay Costs and Completion Deadline relief. | Addendum #2 will modify DBMA 14.4.5.3 to address only Delay Costs. DBMA 14.4.5.4 addresses Completion Deadlines. |
| 287 | DBMA 14.4.6.3 (b) | 182 | 23-29 18-24 | The definition of Relief Event entitles Developer to relief for third party releases of Hazardous Materials; however, 14.4.6.3.c does not allow for relief for <u>damages to Project Improvements</u> caused by Third Party Spills. Amend this section to be consistent with the intent of the definition of Relief Event. | ADOT intends that there is no compensation to repair damage to project improvements caused by third party spills. Repair of damage to Project improvements from Hazardous Materials spills is distinguished from the cost and responsibility to clean up the Hazardous Materials. Addendum # 2 will clarify this distinction, as well as the meaning of "vehicle", in DBMA Sections 6.8.7 and 14.4.6.3(b). ADOT notes that Developer will have potential recourse to the third party to recover repair costs under DBMA section 11.4. |
| 288 | DBMA 14.4.6.3(b) | 182 | 20 | The second sentence should read "Without limiting the foregoing, Developer shall not be entitled to additional compensation for the costs to repair damage to Project improvements caused by such Releases of Hazardous Materials (...);" | See response to Question No. 287. |
| 289 | DBMA 14.6.3 | 188 | 16-24 | We appreciate ADOT's inclusion of a measure of time relief for certain delays encountered when implementing an approved ATC. We propose that a 180 day cap on the extension of time would be appropriate. | Addendum #2 will change the cap to 120 days. |

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| 290 | DBMA 14.6.3 | 188 | 23-24 | Please strike the last portion of this section beginning with "...provided that the cumulative extensions...shall not exceed 60 days." Legitimate delay claims should not be subject to an arbitrary cap, particularly a cumulative cap of a little as 60 days in aggregate. | See response to Question No. 289. |
| 291 | DBMA 14.6.3 | 188 | 24 | Please change the "shall not exceed" cumulative time extension to 120 days. | See response to Question No. 289. |
| 292 | DBMA 14.6.6 | 188 | 33-35 | §14.6.6 and 17.5 only deal with the impact of a Relief Events on the Developer's accrual of Noncompliance Points. However, the DBMA does not include provisions which relieve the Developer from the payment of liquidated damages to the extent that the event giving rise to the liquidated damages liability was caused by a Relief Event (for example, Lane Closures). It should be made clear that the Developer is relieved from liquidated damages liability if the event giving rise to the liquidated damages was caused by a Relief Event. | Addendum #2 will add new DBMA Sections 20.2.3 and 20.2.4 establishing exceptions to Lane Closure Liquidated Damages for Lane Closures required due to physical damage from Relief Events, or for inability to end a Lane Closure on time due to specified intervening events, including Relief Events. |
| 293 | DBMA 17.1 | 198 | 3-43 | Noncompliance Points System – The noncompliance system is onerous for the D&C Period and will create an administrative burden for the Developer and ADOT/GEC fostering an adversarial relationship versus a partnering relationship focus on delivery of the project. Recommend that the noncompliance regime be deleted for the D&C period and instead allow ADOT to withhold a nominal amount from monthly invoices until issues are cured, then the money released. The noncompliance amount of \$8,000/point is excessive and we recommend it be reduced to \$1,000. In addition, points that are withheld should be released to the Developer after the items are cured at the next Monthly Invoice. | Noncompliance Events for the D&C Period will be substantially paired down in Addendum #2 or a future Addendum. Addendum #2 will contain clarifying revisions to DBMA Article 17. |
| 294 | DBMA 19.2.5 | 216 | 23-36 | Section 19.2.5 of the RFP attempts to delineate that a bond is an instrument on which Obligee will make "demand" versus letters of credit and other performance guarantee instruments on which they may "draw on". We are not sure that is crystal clear. More specifically, our surety suggests Section 19.2.5 be clarified as outlined below. "Upon the occurrence of an Event of Default and without | Clarifications will be made in Addendum #2. |

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| | | | | <p>waiving or releasing Developer from any obligations, ADOT will be entitled to make demand upon and enforce any bond, and make demand upon, draw on and enforce and collect any letter of credit, guaranty or other performance security available to ADOT under this Agreement with respect to the Event of Default in question. Where access to a bond is to satisfy damages owing, ADOT will be entitled to make demand regardless of whether the Event of Default is subsequently cured. Where access to a letter of credit or other performance security is to satisfy damages owing, ADOT will be entitled to make demand, draw, enforce and collect, regardless of whether the Event of Default is subsequently cured. ADOT will apply the proceeds of any such action to the satisfaction of Developer's obligations under this Agreement, including payment of amounts due ADOT. The foregoing does not limit or affect ADOT's right to give notice to or make demand upon and enforce any bond, and make demand upon, draw on and enforce and collect any letter of credit, guaranty or other performance security, immediately after ADOT is entitled to do so under the bond, letter of credit, guaranty or other performance security.</p> | |
| 295 | DBMA 19.2.5 | 216 | 27-29 | <p>Our surety indicates that while this section attempts to delineate that a bond is an instrument on which the Obligee will make "demand" versus letters of credit and other performance guarantee instruments on which they may "draw on", the language is not clear. They suggest insertion of clarifying language. (See insertion provided below).</p> <p><i>"is to satisfy damages owing, ADOT will be entitled to make demand regardless of whether the Event of Default is subsequently cured. Where access to a..."</i></p> | See response to Question No. 294. |
| 296 | DBMA 19.3.1 | 215 | 7-16 | We appreciate the recent changes made by ADOT to the language in Section 19.3.1, however, the language still introduces an unnecessary risk upon the Developer in respect of the LD regime. Please redraft Section 19.3.1 | Addendum #2 will clarify that the ADOT-approved Project Schedule may incorporate an ADOT-approved Recovery Plan. |

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| | | | | to read: "If an Event of Default consists solely of Developer's failure to achieve Substantial Completion or Final Acceptance by the applicable Completion Deadline, then ADOT agrees not to terminate or seek damages respecting the delay except its right to Liquidated Damages so long as: (x) the ADOT approved Project Developer's Recovery Schedule demonstrates that Developer is capable of meeting such Completion Deadline within 365 days of the Substantial Completion Deadline or 180 days of the Final Acceptance Deadline, as applicable; ..." | |
| 297 | DBMA 20.2.1 | 223 | 13-17 | "For any full or partial Lane Closure that occurs on Interstate 10 during the Construction Period and is not allowed under Section DR 462.3.3 of the Technical Provisions, Developer shall be liable for and pay to ADOT Liquidated Damages in the following amounts for every 15-minute interval, or portion thereof, that the unpermitted Lane Closure persists:" Need the following carve outs to this section (1) no lane closure LDs if ADOT/GEC impacts lane closure pick-up, and (2) need relief if there is a safety emergency and Developer contacts ADOT/GEC for a waiver. A daily cap of \$200k is recommended to reduce risk premium in the lump sum price. Recommended additional text: "Developer will not be assessed lane closure violations if ADOT/GEC impacts the Developer MOT lane closure pick-up that would have been completed on schedule had the impact not occurred." and "ADOT may waive any lane closure violations at its discretion. In addition, ADOT may waive lane closure violations for safety issues and/or emergencies provided the Developer requests a waiver from ADOT's Project Manager. Lane closure liquidated damages will not exceed \$200,000 per incident." | Addendum #2 will include exceptions to Lane Closure Liquidated Damages for inability to end a Lane Closure on time due to specified intervening events. |
| 298 | DBMA 20.4.2 | 225 | 8-9 | Noncompliance Charges should not immediately be payable following the accrual of a single Noncompliance Point. §20.4.2 should be amended to reflect the position in the industry draft of the DBMA and market precedent whereby Noncompliance Charges become payable upon | Addendum # 2 will add a new DBMA Section 20.4.3 providing for a waiver of Noncompliance Charges accrued in a month if the total is below a threshold for the month, subject to conditions and exceptions. |

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| | | | | each accrual of 10 Noncompliance Points. | |
| 299 | DBMA 20.9.1.1 | 228 | 38 | There appears to be an error in the revised language in Section 20.9.1.1. After the words "in excess of" and before "\$100,000,000" please delete the language "the sum of". | Change will be made in Addendum #2 to DBMA Sections 20.9.1.1 and 20.9.2.1. |
| 300 | DBMA 20.9.1.2(a) | 229 | 7-8 | We understand the intent of the general carve out in clause (a) of Section 20.9.1.2 to the \$100 million liability cap in Section 20.9.1.1 concerning cost of cure in the event of a Developer Default, however, there are no "D&C Warranties" defined in Section 12, or elsewhere, in the Contract Documents. Please amend this Section by deleting the language "including the cost of the work required or arising under the D&C Warranties" or otherwise by amending this Section 20.9.1 and Section 12 accordingly. | Addendum #2 will correct "D&C Warranties" to "Warranties." |
| 301 | DBMA 20.9.1.2(c) | 229 | 12-15 | The Developer accepts that certain categories of indemnified third party losses should be uncapped. However, we object to a blanket exclusion of any and all third party claims from the liability cap. We propose that §20.9.1.2(c) be amended as follows, which we consider to be in line with P3 market precedent: “(c) Losses incurred by any Indemnified Party Losses relating to the following: (i) third party property damage or destruction claims; (ii) personal injury or death; and/or (iii) any third party intellectual property or patent rights, in each case relating to or arising out of Developer’s indemnities set forth in Section 21.1 or elsewhere in the Contract Documents, related to the D&C Work or occurring during the Construction Period;” | No change will be made. |
| 302 | DBMA 20.9.1.2(c) DBMA 20.9.2.2(c) DBMA 20.10.2(c) | 229 230 231 | 13-14 13-14 10-11 | With respect to the indemnity carve outs expressed in Section 20.9, we would appreciate specificity in the language, as such, please delete the language "or elsewhere in the Contract Documents" in each of these sections in favor of the language "or Section 6.8.9" as | Change will be made in Addendum #2. |

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| | | | | this is the only other section throughout the Contract Documents that includes a Developer indemnity obligation. Note, all such indemnity obligations of Developer should appear in Section 21.1, however, at this juncture, we do not suggest moving the Developer indemnity obligation contained in Section 6.8.9 to Section 21.1. | |
| 303 | DBMA 20.9.1.2.c | 229 | 16-18 | There is an obligation to indemnify ADOT for losses arising out of a breach, but there is also an exception to the Limit of Liability for Losses incurred by an Indemnified Party. How is the overall limit of liability preserved from claims by ADOT? | No change will be made. Indemnity of ADOT for losses arising out of Developer's breach is only for liability of ADOT to a third party due to Developer's breach. ADOT's direct damages caused by Developer breach are not within the scope of the indemnity and therefore not within this exclusion. |
| 304 | DBMA 20.9.2.2(c) | 230 | 12-15 | The Developer accepts that certain categories of indemnified third party losses should be uncapped. However, we object to a blanket exclusion of any and all third party claims from the liability cap. We propose that §20.9.2.2(c) be amended as follows, which we consider to be in line with P3 market precedent: “(c) Losses incurred by any Indemnified Party Losses relating to the following: (i) third party property damage or destruction claims; (ii) personal injury or death; and/or (iii) any third party intellectual property or patent rights, in each case relating to or arising out of Developer's indemnities set forth in Section 21.1 or elsewhere in the Contract Documents, related to the Maintenance Services or occurring during the Maintenance Period;” | No change will be made. |
| 305 | DBMA 20.10.2(b) | 231 | 7-9 | The gross negligence exclusion to the consequential damages waiver should be deleted for consistency with the equivalent amendments that have been made in §20.9.1.2(d) & 20.9.2.2(d). | Change will be made in Addendum #2. |
| 306 | DBMA 20.10.2(b) | 231 | 9 | We appreciate the recent changes made by ADOT to the language in new Section 20.9.1.2(d) in respect of the deletion of the gross negligence carve out; however, due | Change will be made in Addendum #2. |

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| | | | | to the exception language in new Section 20.9.1.1, please also delete the carve out for gross negligence in Section 20.10.2(b). | |
| 307 | DBMA 20.10.2(c) | 231 | 10-11 | <p>The Developer accepts that certain categories of indemnified third party losses should be excluded from the waiver of consequential losses. However, we object to a blanket exclusion of any and all third party claims from the waiver. We propose that §20.10.2(c) be amended as follows, which we consider to be in line with P3 market precedent:</p> <p>“(c) Developer’s indemnities set forth in Section 21.1 or elsewhere in the Contract Documents to the extent that the losses thereunder relate to the following:</p> <p>(i) third party property damage or destruction claims; (ii) personal injury or death; and/or (iii) any third party intellectual property or patent rights,”</p> | No change will be made. |
| 308 | DBMA 20.10.2(d) | 231 | 13-14 | Please delete the language "or any other provision of the Contract Documents" as this language is unnecessary considering Section 20 is the only article which expressly covers Developer's obligations to pay Noncompliance Charges and Liquidated Damages. Note, all other locations should and appear to properly refer back to Section 20. | Change will be made in Addendum #2, but references to Sections 9.6.2 and 13.8.2(c) will be added. |
| 309 | DBMA 20.10.2(f) | 231 | 17-19 | Since the defined term for ADOT's Recoverable Costs does not expressly contain a similar limitation on consequential damages, for clarity, please include the following at the end of this Section 20.10.2(f): "expressly excluding consequential damages as defined in Section 20.10.1 herein above." | No change will be made. |
| 310 | DBMA 20.10.2(f) | 231 | 17-19 | We are concerned that the current drafting of this section is too broad and could be interpreted as excluding any liability incurred by the Developer to ADOT from the waiver of consequential damages. We assume that this is not ADOT's intention and propose that this drafting is clarified as follows: | No change will be made. Such an interpretation is not ADOT's intent, but ADOT disagrees that this is how the provision would be interpreted. ADOT also hereby makes clear that the proffered language is more restrictive than the existing language and does not reflect ADOT's intent either. |

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| | | | | “(f) Pre-quantified or pre-calculated amounts that the Amounts Developer may owe or be obligated to reimburse to ADOT under the express provisions of the Contract Documents, including, subject to any agreed scope of work and budget, ADOT’s Recoverable Costs.” | |
| 311 | DBMA 21.1.1 DBMA Exhibit 1 | 232 16 | 6 8 | Since the defined term for Claims extends to both Claims of Developer and Claims of ADOT, for clarity, please amend Section 21.1.1 to read "Claims of ADOT". | Addendum #2 will change “Claims” to “claims”. |
| 312 | DBMA 24.1 | 264 | 5 | Considering the compromise set forth in Section 15.1.1, we would like to request a similar limit to the discretion of ADOT as it relates to a Partial Termination for Convenience. The same problems arise in this context as in the context of an ADOT Directed Change. Note that Section 24.2.3 now refers to the compensation for a Partial Termination for Convenience using the same methodology used to calculate payment of reductive ADOT Directed Changes (e.g. 100% of net savings to ADOT). | Addendum #2 will clarify that the compensation on a partial Termination for Convenience will include the amount under DBMA 24.2.1(c) with respect to the partially terminated Maintenance Services. |
| 313 | DBMA 25.12 | 274 | 14-16 | Please clarify Sales Tax requirements for this project, especially in regards to Expendable Materials and Permanent Materials. Is there to be exemption certificate issued or is Developer to assume Sales Tax applies to all materials procured for this project? Include Maintenance tax requirements. | Proposer should consult its tax advisor. ADOT is not in a position to give tax advice. ADOT calls to Proposers’ attention Arizona Revised Statutes § 42-1310.16 and Arizona Department of Revenue, Arizona Transaction Privilege Tax Ruling TPR 93-28, at https://azdor.gov/LegalResearch/Rulings.aspx . |
| 314 | DBMA Exhibit 1 | 16 | 16-20 | We note that ADOT still has not amended the definition of Claim Deductible for Extra Work Costs to provide an aggregate cap for this exposure. We remain highly concerned about the open ended risk this imposes on the Developer for items it cannot control. This will result in a significant risk premium charged to the project. We believe a proven, market accepted structure that utilizes an aggregate cap (similar to that for currently imposed for Delay Costs) provides a balanced risk transfer, resulting in better value for ADOT. | No change will be made. |
| 315 | DBMA Exhibit 1 Differing Site | 23 | 4-24 | Differing Site Conditions “(a) Subsurface or latent conditions encountered within one foot from the actual | No change will be made. |

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| | Conditions | | | boring holes identified in the geotechnical reports...” The definition is too restrictive and should be changed to remove the one foot condition since it is increasing the risk profile on the project and thus the lump sum price. Recommend changing the definition to “Subsurface or latent conditions encountered that materially differ within one foot from the actual boring holes identified in the geotechnical reports...” | |
| 316 | DBMA Exhibit 1 | 29 | 10-17 | The definition of Extra Work has been modified to include work related to obtaining Environmental Approvals, re-evaluations etc., but excludes Relief Event Delay. Since this “extra work” may arise from a Relief Event, provisions need to be added to clarify what is covered and what is not. | No change will be made. “Extra Work” and “Relief Event Delay” are treated separately in the DBMA. |
| 317 | DBMA Exhibit 1 | 29 | 16 | Lane Rental Charges associated with physical damage are not addressed in the definition of Extra Work Cost. Are they considered part of “other direct and indirect cost” attributable to Extra Work? Or said another way, what exposure does the Developer have for Lane Rental Charges associated with Physical Damage for Relief Events? | Addendum #2 will add a new DBMA Section 20.2.3 clarifying that damage by a Relief Event requiring a Lane Closure will not result in Lane Closure liquidated damages. |
| 318 | DBMA Exhibit 1 | 31 | 6 | Tornado is part of the definition of Force Majeure but not windstorm or dust storms. Phoenix had a large dust storm a few years back that caused physical damage throughout the metro. Amend definition of Force Majeure events to include physical damage due to wind and dust storms. | No change will be made. See response to Question No. 319. |
| 319 | DBMA Exhibit 1 Force Majeure Event | 31 | 6-36 | ADOT has maintained that the risk of loss regime during the Maintenance Period provides Developer broad Relief Event protection against risk of loss or damage to the Project. However, the definition of Force Majeure Event includes material gaps in coverage, specifically, the definition of FM Events should be expanded to include any and all potential causes of loss or damage to the project beyond the reasonable control of the Developer, including collision with the Project; vandalism; leakage from fire extinguishing equipment; lightning; explosion; collapse; volcanic action; weight of snow, ice or sleet; | Addendum #2 will add to the Force Majeure Event definition certain vehicle collisions and certain water flows. Windstorm will not be added because overhead signs are to be designed to withstand winds up to 95 mph and ADOT has experienced no material damage to its Phoenix region facilities from windstorms and dust storms. Explosion is already a Force Majeure Event. ADOT believes that none of the other events listed in Proposer’s comment are relevant or pose |

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| | | | | windstorm or hail; flood (note, the definition of Flood Event is unnecessarily limited to floods for which the Governor of the State has proclaimed a state of emergency; hurricane; or tornado. The likelihood of any such events occurring at or near the Project should not be a consideration and without a change in this regard, and with or without an election on the part of the Developer to procure property coverage during the Maintenance Period to coverage such risks, Developer could be deemed to be self-insuring these risks which could expose the Developer to unlimited liability in respect of property damage considering the carve outs to the liability caps presented in Sections 20.9.1.2(b), 20.9.2.2(b) and 20.10.2(a). | risk during the Maintenance Period material enough to cause Proposers to purchase property insurance coverage during the Maintenance Period. Section 11.4 will be modified in Addendum #2 to exclude circumstances where Developer is entitled to compensation from ADOT. |
| 320 | DBMA Exhibit 1 Relief Event | 55 | 5 | Similar to the Relief Event clause (g) in respect of a Utility Company Delay, please add a Relief Event for any delays to the Critical Path caused by to a failure of UPRR to negotiate and execute the UPRR Construction and Maintenance Agreements or UPRR's failure to timely perform its obligations under the applicable, executed UPRR Construction and Maintenance Agreements. | No change will be made. |
| 321 | DBMA Exhibit 1 | 56 57 | 32-37 1-2 | We note the revision to Relief Event Delay to include delays associated with Environmental Approvals. How does this affect the Developer's right to recover since the new definition seems to be in line with the revision to Extra Work. Please confirm delays related to Environmental Approvals are a compensable (time/money) Relief Event. | No change will be made. "Extra Work" and "Relief Event Delay" are treated separately in the DBMA. |
| 322 | DBMA Exhibit 1 DBMA 5.11.2 | 66 59 | 11-13 17-23 | Will ADOT start and complete negotiations on the UPRR Construction and Maintenance Agreement? The definition states that it is "to be entered" but does not say when. Similar to Utility MOUs, if not entered into prior to bid, ADOT needs to establish a baseline for expected terms and conditions for all bidders where Developer should be entitled to relief if conditions are not met. | No. Section 5.11.2 clearly states that the Developer is responsible to negotiate the UPRR Construction and Maintenance Agreement, and that ADOT will be a party to it. ADOT is not pursuing negotiations with UPRR. |
| 323 | DBMA Exhibit 6 [To Come] | NA | NA | This information is paramount. Please provide as soon as possible. | Exhibit 6 is included in Addendum #2. |

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| 324 | DBMA Exhibit 10-1 §6b. | 3 | N/A | Our surety would like to see the language in Sub-section 6 b amended so that the words “actual damages, including” are deleted and the phrase simply starts with "Additional legal, design..." Though this is fairly standard AIA wording, given the waiver of damages in the contract, our surety does not think the bond should be used to expand the damages. | See response to Question No. 224. |
| 325 | DBMA Exhibit 10-1 §6.b ITP §6.b | 3 3 | N/A 7-9 | In both performance bond forms, our surety would like to see the language in Sub-section 6.b amended so that the words “actual damages, including” are deleted and the phrase simply starts with additional legal, design ... Given the waiver of damages in the contract, we don't think the bond should be used to expand the damages | See response to Question No. 224. |
| 326 | DBMA Exhibit 12 §1d §2d | 1 3 | 37-38 7-8 | <i>"Developer and ADOT shall be named insured's on the policy. If for some reason ADOT is not a named insured, ADOT shall be named as an Additional insured on the policy, as its interests may appear". We suggest amending this to read "Developer and ADOT shall be named insured's on the policy."</i> | Change will be made in Addendum 2. |
| 327 | DBMA Exhibit 12 §1e §2e | 2 3 | 12 23 | The LEG3 language appears to be inconsistent. We suggest ADOT include an affirmative statement requiring LEG3 coverage be included on the Builders Risk Policy. | No change will be made. ADOT does not understand what is inconsistent. |
| 328 | DBMA Exhibit 12 §1f §2f | 2 3 | 20-23 36-37 | The policy shall provide a deductible or self-insured retention not exceeding \$1,000,000 per occurrence. We suggest adding "where commercially available" to the deductible sections. | No change will be made. Already addressed by DBMA section 11.1.12.2. |
| 329 | DBMA Exhibit 12 Insurance §2 | 2 | 27 | As respects the Maintenance Builder's Risk Requirement, clarification is needed as to the intent of this requirement. It is not clear if the Builder's Risk policy during the Maintenance Period needs to be kept in force as a continuous requirement or can be placed specific to each Maintenance project during this time period. | No change necessary. Section 2 states, “Prior to commencing Capital Asset Replacement Work and continuing until completion thereof...” ADOT thinks this is abundantly clear. |
| 330 | DBMA Exhibit 12 Insurance §3 | 4 | 26 | With respect to the D&C GL requirement, please advise if the requirement for a CG 2280 can be satisfied with a CG 2279 if the DBJV maintains a professional policy? | No change will be made. CG 2279 is not acceptable. |
| 331 | DBMA Exhibit 12 Insurance §3 | 4 | 31 | With respect to the D & C GL requirement, a \$10 million Occ/\$20 million Agg GL policy is not a typical policy configuration. Please advise if the requirement for a GL | Yes, as long as the umbrella follows form of the underlying policy, as required by DBMA section 11.1.16. |

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| | | | | policy limit of \$10 million Per Occ/\$20 million aggregate can be satisfied by adding to limits into the Umbrella Limits | |
| 332 | DBMA Exhibit 12 Insurance §4 | 6 | 8 | With respect to the Maintenance GL requirement, a \$5 million Occ/\$10 million Agg GL policy is not a typical policy configuration. Please advise if the requirement for a GL policy limit of \$10 million Per Occ/\$20 million aggregate can be satisfied by adding to limits into the Umbrella Limits | Yes, as long as the umbrella follows form of the underlying policy, as required by DBMA section 11.1.16. |
| 333 | DBMA Exhibit 12 §8 | 8 | 3-5; 6-7 | The current version requires that the Developer/DBJV purchase or cause the Lead Engineer to purchase a project-specific Professional Liability policy with \$30 million/\$30 million limits, subject to a \$1 million SIR as the primary coverage for project Professional Liability risks. The \$1 million SIR for the Lead Engineer and its sub consultants will make this a relatively expensive insurance policy. Our suggestion is that ADOT be asked to allow policies with higher SIRs, subject to ADOT's approval. | No change will be made. ADOT's research indicates the premium savings are not enough to justify the increased risk exposure. |
| 334 | DBMA Exhibit 12 §8 | 8 | 3-5 | We request that an alternative for two policies be allowed that would provide ADOT the same \$30 million of protection. The wording to facilitate this would be as follows: (i) The Lead Engineering firm purchases a project specific Professional Liability policy to provide coverage for the Lead Engineering Firm and all Sub consultants at all tiers under the Lead Engineering Firm performing Professional Services. Separately the Developer/Design-Build Joint Venture (DBJV) purchase a project specific CPPI. (ii) The insurance policy or policies shall have limits of that total not less than \$30 million per claim and in the aggregate. The aggregate limit or limits need not reinstate annually. (iii) The insurance policy or policies shall provide a deductible or self-insured retention not exceeding \$1 million per claim or such higher amount acceptable to ADOT. | Addendum #2 will provide the alternative of placing two policies, as described in this comment. |

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| | | | | <p>(iv) The insurance policy or policies shall be project-specific.</p> <p>(v) The insurance policy or policies shall specifically include an extended reporting period expiring no sooner than the earlier of (A) eight years after the substantial Completion Date or (B) ten years after issuance of NTP2.</p> <p>(vi) If more than one Professional Liability policy is purchased to satisfy the requirements of this Section 8, the limits of the policy purchased by or for the Lead Engineering Firm and its Subcontractors shall have limits of (for example) not less than \$10 million per claim and in the aggregate and the Policy purchased by or for the Developer/DBJV shall include protective indemnity limits excess of the limits of the Lead Engineering Firm's Policy equal to the policy limits for both per claim and aggregate limits.</p> | |
| 335 | DBMA Exhibit 12 §8.(a).v | 9 | 9-11 | <p>The extended reporting period requirement is likely not commercially available as the shortest combined term would be approximately 12 years with the 4 year construction completion term and an 8 year ERP. The longest ERP likely available from the insurance marketplace is a total combined term of 10 years. Therefore, please amend the requirement to read 6 years</p> | <p>No change is needed. Section 8(a)(v) plainly states the duration is to end the earlier of two dates, one of which caps the total combined term at 10 years from NTP 2.</p> |
| 336 | DBMA Exhibit 12 DBMA Exhibit 11 | 10 11 | 31-34 1-7 | <p>Limits of insurance required by the Railroad and the exposure basis (i.e. train count and delineation between freight and passenger trains) must be provided in order to price the cost of this insurance. If the information is not provided, the Developer would have to assume the industry standard minimum limits required of \$2 million per occurrence and \$6 million aggregate and any limits required that are higher than this assumption would need to be considered a change order.</p> | <p>No change will be made. UPRR has informed ADOT that its standard CGL insurance requirement is \$2M per occurrence, \$6M aggregate; and that their maximum is \$5M per occurrence, \$10M aggregate Where they will set the coverage limits depends on project scope and cost, project interface with their facilities, and their usages of their facilities. Proposers may wish to discuss these parameters with UPRR.</p> |
| 337 | DBMA Exhibit 12 §12 | 11 | 20 | <p>Subcontractor providing coverage should be the reference here, not Developer. Recommend change to Subcontractor.</p> | <p>No change will be made. This is a covenant of the Developer; ADOT will have no privity of contract with the Subcontractors.</p> |

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| 338 | DBMA Exhibit 12 §13 | 12 | 28-31 | The new Section 13 states that any change to minimum limits or sub-limits in accordance with Section 11.1.18 of the Agreement would need to be effective “to the date of policy issuance.” This could be read as requiring the potential back dating of coverage terms should changes be made during a policy term. Changes in limits and/or sub-limits are not something that can be done “mid-term” on a third party liability policy. It is possible to make such adjusted in liability policies at an anniversary / renewal date. Property coverage limits may be adjusted most any time where a change in exposure may warrant. The language in Section 13 of Exhibit 12 should be modified to clarify that such changes, if any, would be made at the renewal or anniversary date of any policy. | Clarification will be made in Addendum #2. There is no intent to require mid-term increases in policy amounts (unless via ADOT-Directed Change). Rather, the intent is to make sure the determination of policy increases is as of the inception of the policy period. |
| 339 | DBMA Exhibit 12 Insurance §12 | 13 | 29 | With respect to the Subcontractor Insurance, please clarify that the Subcontractor must have a project specific policy unless they have a Per Project Aggregate CG 25 03 on their annual policy | No change necessary. It is so stated in section 12(a). |
| 340 | TP GP 110.01.3.1 | 7 | 5-6 | Technical Provisions in section 110.01.3.1 requires that a pedestrian overpass at the Elwood Street alignment be constructed. To accommodate this new requirement, will ADOT allow the Developer to increase the schematic right of way in the area of the Elwood pedestrian overpass under section 14.4.1 in the Design Build Maintain Agreement? | See revisions to Section GP 110.01.3.1 of the TPs in Addendum #2. Also see preliminary designs in the RIDs. |
| 341 | TP GP 110.01.3.1 | 7 | 5-6 | The Basic Configuration includes “E. A pedestrian overpass at the Elwood Street alignment”. It does not appear that the Schematic right of way has been adjusted for this overpass and the ROW “Acquisition Relocation Status Report” does not include the parcels required for this structure. Please clarify design requirements for this pedestrian overpass and adjust the ADOT Schematic right of way required to accommodate. | See response to Question No. 340. |

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| 342 | TP GP 110.01.3.1.E | 7 | 5 | Would ADOT consider changing the description from "pedestrian overpass" to pedestrian crossing at Elwood Street? | See response to Question No. 340. |
| 343 | TP GP 110.01.3.2.1 | 7 | 22-27 Table 110-1 | Please provide a current status of the projects listed in Table 110-1 and anticipated completion dates. Will "Western Power Area Administration – Transmission Line Relocation" project be completed prior to NTP3? Will "Salt River Project – 40 th Street Utility Relocation" and "Arizona Public Service - 40th Street Utility Relocations" projects be completed prior to NTP2? | Developer is responsible to obtain project information. See revisions to Section 110.01.3.2.1 of the TPs in Addendum #2. |
| 344 | TP GP 110.02.5 | 10 | 23-24 | The TP requires for Weekly Aesthetic and Landscaping Task Force meeting throughout design stage. Would ADOT consider reducing the meeting frequency to biweekly? | See revisions to Section GP 110.02.5 of the TPs in Addendum #2. |
| 345 | TP GP 110.08.3.22 | 58 | 41-42 | States that each Appraiser must submit three samples of previous appraisal work prepared for eminent domain purposes prior to performing any work. If appraisers are already on ADOT's approved, list, will their work product need to be submitted? Please add to the wording, "If already on ADOT's approved list, work submittal will not be necessary". This eliminates unnecessary submittals by appraisers and developers and eliminates unnecessary review work by ADOT. | See response to Question No. 222. |
| 346 | TP GP 110.10.2.6.2 | 71 | 18 | Fourth paragraph, first sentence of this Section, please correct the error, the sentence should read: Prior to issuance of NTP2, Developer shall submit the Segment Limits Map and Submittal Schedule to ADOT for approval in ADOT's good faith discretion." | See revisions to Section GP 110.10.2.6.2 of the TPs in Addendum #2. |
| 347 | TP GP 110.10.2.7.3 | 74 | 15-17 | Requiring technical memorandums, reports, studies, and calculations is unreasonable as many of these documents are in draft form at the Initial Design Submittal stage. Please delete this requirement. | See revisions to Section GP 110.10.2.7.3 of the TPs in Addendum #2. |
| 348 | TP DR 416.2.2 ITP | 92 34 | 21 | Since the Developer teams are precluded from doing additional geotechnical bores in South Mountain and the one bore completed in each ridge raise questions about slope stability issues. On which geotechnical documents should we rely for the | No change. Developer is responsible to determine the extent of geotechnical conditions based on the information provided in the RIDs. |

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| | | | | Center Segment design elements that require geotechnical information? | |
| 349 | TP DR 416.2.4 | 93 | 14-15 | We request that ADOT provide the energy efficiency ratio on the boring logs when they update their FTP site for their ongoing geotechnical investigation on the project. | Energy efficiency information was provided in the RIDs. |
| 350 | TP CR 416.3.1E TP CR 416.3.1 | 215 216 | 6-11 13-16 | <p>Paragraphs A-F are requirements for the TEST SHAFT(s). Yet, ADOT added a testing requirement that appears to be for the whole project? Was this change meant to replace the paragraph on lines 15-19 of the next page? Did ADOT mean that testing should be done on 100% of wet TEST shafts and 10% of DRY shafts?</p> <p>This is in conflict with Paragraph E on the previous page. This paragraph here still requires CSL and GGL of ALL drilled shafts. Was the change made in paragraph E above supposed to be here? If not, we believe these are conflicting requirements.</p> | See revisions to Section CR 416.3.1 of the TPs in Addendum #2. |
| 351 | TP DR 419.3.1 TP DR 460.3.2 | 99 170 | 5 24-26 | <p>The environmental documents forecast 10% trucks in the design year of 2035. The MAG Travel Demand Model for the same year contains much higher truck percentages Please clarify.</p> | See revisions to Sections DR 419.3.1 and DR 460.3.2 of the TPs in Addendum #2. |
| 352 | TP DR 419.3.4 | 99 | 35 | The section states "Developer shall include a one-inch asphaltic rubber - asphaltic concrete friction course (AR-ACFC) overlay on pavement sections for mainline lanes, HOV ramps, and system interchange ramps." Typically AR-ACFC is only placed at a thickness of 0.5-in for a flexible pavement section and 1.0-in on a rigid pavement section. Question: Is the Developer required to put 1.0-in of AR-ACFC on a flexible pavement section or should the standard practice of 0.5-in be used? | See revisions to Section DR 419.3.4 of the TPs in Addendum #2. |
| 353 | TP DR 419.3.4.6 | 100 | 19-25 | "Developer shall remove and replace existing AR-ACFC without damaging the existing PCCP..." Is the developer responsible for the cost to repair existing PCCP if hidden defects are discovered when the existing AR-ACFC is milled off? | No change. |
| 354 | TP CR 419.3.3 | 228 | 15-18 | The paragraph requires the developer to measure PCCP smoothness "whether it will be overlaid or not with ACFC or AR-ACFC". This appears to be contradictory with | Developer to provide AR-ACFC in accordance with Section DR 419.3.4 of the TPs. |

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| | | | | DR419.3.4. Is an AR-ACFC surface mandatory for both rigid and flexible pavement? | |
| 355 | TP DR 420.2.6.1 | | 14 | Third paragraph, third sentence of this Section, please amend ADOT's review and approval of the NEPA Approval Package and change it from a sole discretion standard to a good faith discretion standard. | No change. |
| 356 | TP DR 420.3.1.1 DBMA Exhibit 1 | 108 109 28 | 40-44 1-5 11-19 | The definitions for "environmentally sensitive avoidance area", "environmentally sensitive avoidance area buffer", and "environmentally sensitive avoidance area protected air space" provide in DBMA Exhibit 1 have much more restrictive language than the TP Section 420.3.1.1 requirements. Suggest revising the TP Section 420.3.1.1 to reflect the DBMA restrictions. Request ADOT Clarification to resolve conflicting information within the RFP | See revisions to Section DR 420.3.1.1 of the TPs in Addendum #2. |
| 357 | TP DR 420.3.5 | 110 | 7-11 | Technical Provisions section DR420.3.5 Noise requires the Developer to prepare a Final Technical Noise Analysis and Mitigation Report that complies with the ADOT NAP dated July 13, 2011. ADOT's NAP provides some instruction regarding traffic characteristics to utilize when performing the Traffic Noise Prediction. These instructions focus solely on the traffic volumes and do not include guidance on selection of vehicle mix. Vehicle mix is an extremely important parameter for which no requirements are listed, and their appropriate selection will have substantial effects on the noise level predictions. It has been noted that the Noise Report prepared in support of the Environmental Impact Statement documents the use of 11% Trucks (6% Heavy and 5% Medium) within Appendix A, page A-2. This was also verified within the supporting TNM files. However, the MAG Traffic Model provided within the Reference Information Documents predicts much higher percentages of trucks. The highest percentage of trucks in the MAG Traffic Model is located within the noise sensitive corridor along Pecos Road, on average the MAG Traffic Model is predicting 15% Trucks (10% Heavy and 5% Medium). In order to ensure that the Developers | See revisions to Section DR 420.3.5 of the TPs in Addendum #2. |

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| | | | | <p>provide ADOT with a uniform approach to the evaluation/implementation of Noise Mitigation, will ADOT please provide direction regarding the Heavy and Medium Truck percentages to utilize within different segments of the corridor? To aid ADOT with the development of this guidance, we have reduced the MAG Traffic Model information into a logical breakdown for consideration:</p> <ul style="list-style-type: none"> a. I-10 to Baseline Road: 10% Heavy Trucks, 5% Medium Trucks, 85% Autos b. Baseline Road to Buckeye Road: 8% Heavy Trucks, 5% Medium Trucks, 87% Autos c. Buckeye Road to I-10: 3% Heavy Trucks, 5% Medium Trucks, 92% Autos d. I-10 – 75th Avenue to 43rd Avenue: 4% Heavy Trucks, 4% Medium Trucks, 90% Autos, 1% Bus, 1% Motorcycle | |
| 358 | TP DR 420.3.5 | 110 | 7-11 | <p>It has also been noted that the Noise Report prepared in support of the Environmental Impact Statement uses traffic volumes that are less than the volumes predicted by the MAG Traffic Model provided within the Reference Information Documents. As an example, for the WB 202 Mainline between I-10 and Desert Foothills Parkway, the Noise Report prepared in support of the Environmental Impact Statement was based on traffic volumes ranging from 4400-5000 peak vehicles per hour, whereas the MAG Traffic Model provided within the Reference Information Documents predicts 8000-8500 peak vehicles per hour and a LOS C Peak Hour Capacity of 6400 peak vehicles per hour. Using the MAG Traffic Model provided with the Reference Information Documents and ADOT's NAP would indicate 6400 peak vehicles per hour should be used for the Final Technical Noise Analysis and Mitigation Report, more than 25% higher than the Noise Report prepared in support of the Environmental Impact Statement. Will ADOT please provide direction regarding the traffic volumes that should be used in the preparation of the Final Technical Noise</p> | <p>See revisions to Section DR 420.3.5 of the TPs in Addendum #2. The ADOT NAP section 4d recommends using worst case traffic conditions between future traffic volumes or LOS C traffic volumes. The EIS used the actual projections because they are lower than LOS-based volumes. The 8000-8500 peak hourly vehicles quoted by the Proposer are based on an incorrect assumption by the Proposer; please see MAG Conversion Factors.PDF in the RIDs.</p> |

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| | | | | Analysis and Mitigation Report? | |
| 359 | TP DR 420.3.5 RID Noise Model | 110 | 7-11 | The current NAP does not specify minimum ground type characteristics to utilize within the noise model. It is generally conservative practice to utilize Hard Soil settings within TNM to define the ground type, but the use of the Loose Soil setting has been seen periodically on ADOT projects. Will ADOT please address/confirm the ground type characteristic(s) that are considered acceptable for this project? | See revisions to Section DR 420.3.5 of the TPs in Addendum #2. |
| 360 | TP DR 420.3.5 RID DEIS & FEIS §4(f) and 6(f) | 110 2-77 | 7-11 | During our review of the DEIS and FEIS Technical Reports, it has been noted that the Section 4(f) and Section 6(f) Report, on page 2-77 states "Pecos Park does not have any noise-sensitive activities or viewshed characteristics that contribute to its importance as a Section 4(f) resource." However, it is listed as a Section 4(f) property, and as such, the ADOT NAP requires Noise Mitigation be evaluated because Section 4(f) properties are included within Activity Category C. The ADOT NAP also indicates that "For properties subject to Section 4(f) protection, impacts must be evaluated by FHWA on a case-by-case basis to determine if there is a "substantial impairment" to the intended use of the property." It has also been noted that the Noise Report prepared in support of the Environmental Impact Statement includes evaluation and recommendations for Noise Barriers along Pecos Park. Will ADOT please confirm/address the requirements to provide Noise Mitigation for Pecos Park, in light of the Section 4(f) and Section 6(f) Report indicating there are no noise-sensitive activities that would contribute to its importance as a Section 4(f) resource and the need to have FHWA's case-by-case determination? | No change. Developer shall provide noise mitigation for Pecos Park. |
| 361 | TP DR 420.3.5 | 110 | 7-11 | Will ADOT please address/confirm whether the Foothills West residential development along the north side of the freeway between 2515+ and 2535+ is qualified according to ADOT's NAP to be evaluated for Noise Mitigation under Activity Category B as Undeveloped Land that was | See response to Question No. 154. |

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| | | | | permitted for this Activity prior to the Record of Decision? Receivers and noise barriers were not evaluated in this area by Noise Report prepared in support of the Environmental Impact Statement. | |
| 362 | TP DR 420.3.8 | 110 | 20, 21, 29, 30 | <p>Section DR 420.3.8 Stormwater states "Developer shall: D. Design first flush treatment for the first 0.5 inches of rainfall on impervious surfaces tributary to and within the Project ROW."</p> <p>The words "tributary to and" could be interpreted to an unusually large area including the Salt River drainage area basin upstream of the South Mountain Freeway crossing. Typically the first flush requirement is for impervious areas within the ROW or immediately adjacent to the project ROW intended to be localized drainage areas.</p> <p>Suggested revision "D. Provide Permanent Best Management Practices for the first flush volume (0.5-inches of rainfall) for impervious areas within the project ROW."</p> | See revisions to Section DR 420.3.8 of the TPs in Addendum #2. |
| 363 | TP DR 420.3.8 | 110 | 29-30 | Section 420.3.8, letter D, states, "Design first flush treatment for the first 0.5 inches of rainfall on impervious surfaces tributary to and within the Project ROW." It is unclear as to if this is "tributary to and within the Project ROW" for only new impervious areas, or also existing impervious areas. Specifically, on I-10 it is unclear if first flush treatment for the first 0.5 inches of rainfall is required for only the new impervious area or the combined (new and existing) impervious areas. Will ADOT please revise the RFP language to clarify that this requirement must be met for only the new impervious area, and not the existing impervious area? | See response to Question No. 362. |
| 364 | TP DR 420.3.9.2.B. | 111 | 20 | Please define "sloped walls" as they pertain to multiuse crossing configurations. | See revisions to Section DR 420.3.9.2 of the TPs in Addendum #2. |
| 365 | TP DR 430.3.4 | 118 | 23 | SRP siphon replacements " <i>Developer shall replace all existing SRP Irrigation siphons impacted by the Project</i> ". Will ADOT consider changing the word impacted to "in | No change. |

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| | | | | direct conflict" or further describe the intent of "impacted"? | |
| 366 | TP DR 436.2.2 | 122 | 5 | We have met with UPRR project representatives and they told us the UPRR will only enter into agreement with ADOT. This is in conflict with this provision and we request further direction. | See revisions to Section DR 436.2.2 of the TPs in Addendum #2. |
| 367 | TP DR 436.3.1 | 123 | 34 | Third paragraph, third and fourth sentences of this Section, please amend ADOT's review and approval of the Railroad Submittal Package(s) and change them from a sole discretion standard to a good faith discretion standard. | See revisions to Section DR 436.3.1 of the TPs in Addendum #2. |
| 368 | TP DR 440.3.2.13 | 129 | 30 | The section states "Service interchange entrance ramps must be two lanes and taper to a single lane at the entrance to the mainline in accordance with Figure 504.8B of the ADOT Roadway Design Guidelines." Question: would ADOT consider allowing the Proposers evaluate each of the ramps to determine the lane configuration based on the level of service (LOS) of the ramps? | No change. |
| 369 | TP DR 440.3.3 | 129 | 37-39 | <p>Technical Provisions in section 440.3.3 require that local streets and intersections outside of ADOT access control limits that are affected by the project are designed in accordance with TP attachment 440-2.</p> <p>Attachment 440-2 requires the 17th Ave cross road to be constructed according to COP Detail P-1010 Type C which measures 50.5' from CL to Back of Sidewalk.</p> <p>The ADOT 15% Design used the COP P-1010 Type D Typical section which measures 45.5' from CL to Back of Sidewalk to determine the Schematic Right of Way.</p> <p>To accommodate the changes (between 15% Plans and the Technical Provisions) such as this one, will ADOT allow the Developer to increase the schematic right of way along the cross roads under section 14.4.1 in the Design Build Maintain Agreement?</p> | See revisions to TP Attachment 440-2 in Addendum #2. |

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| 370 | TP DR 450.3.2.1.1 TP DR 450.3.2.1.3 TP DR 450.3.2.1.4 TP DR 450.3.2.1.5 | 150 151 152 152 | 41-43 34-36 1-3 15-17 | "The planting density specified for Landscape Character Areas 1, 3, 4 & 5 is 14 trees, 20 shrubs and 10 accent plants per acre." This might be extremely dense, over planted and should be considered for water conservation. Past ADOT landscape projects have the following densities: H8661: I-10 & 303: 5.5 trees & 20 shrubs/acre; H7823: I-10, Sarival to 107th: 5 trees & 8 shrubs/acre; H8504: 303, Thomas to Camelback: 6 trees & 36 shrubs/acre. Would ADOT consider reducing this requirement to "The planting density specified for Landscape Character Areas 1, 3, 4 & 5 is 6 trees, 15 shrubs and 10 accent plants per acre"? | No change. |
| 371 | TP DR 450.3.3.1 | 153 | 5 | Should the text reference for the City of Phoenix Maximum Annual Water be changed from "Table 450-2" to Table 450-3 | See revisions to Section DR 450.3.3.1 of the TPs in Addendum #2. |
| 372 | TP DR 450.3.4 | 154 | 39-42 | This requirement has never been used on previous Valley freeway landscaping. There is no ASTM or similar test to determine how to comply with this requirement. Request ADOT to either change this requirement or provide method for determining compliance in an Addenda. | See revisions to Section DR 450.3.4 of the TPs in Addendum #2. |
| 373 | TP CR 450.2.2.2 | 259 | 16-18 | The TP requires for Weekly Aesthetic and Landscaping Task Force meeting throughout construction stage. Would ADOT consider reducing the meeting frequency to monthly after initial first two months, or as necessary? | See revisions to Section CR 450.2.2.2 of the TPs in Addendum #2. |
| 374 | TP CR 450.3.2.1 | 260 | 32-35 | "Growth coverage success" is not an industry recognized term and is not understandable in this sentence. Additionally, it is not clear what the "80%" is referring to - 80% of actual ground surface coverage, 80% of the existing native vegetative cover? The criteria needs further definition. Additionally, it is customary for the seeding cover requirement to match the 70% cover requirement (compared to the pre-construction vegetation cover values) to meet the definition of 'stabilization' under the Stormwater Construction General Permit. Matching those two criteria would tie seeding results to an accepted | Proposer question/comment is under advisement and will be addressed at a later date. |

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| | | | | regulatory definition and ADOT's own seeding criteria. | |
| 375 | TP CR 450.3.2.1 | 260 | 35 | No definition of a 'sufficient number of the plants'. This criteria needs further definition. | See revisions to Section CR 450.3.2.1 of the TPs in Addendum #2. |
| 376 | TP CR 450.3.2.3 | 261 | 6-8 | This requirement has never been used on previous Valley freeway landscaping. There is no ASTM or similar test to determine how to comply with this requirement. Request ADOT to either change this requirement or provide method for determining compliance in an Addenda. | See revisions to Section CR 450.3.2.3 of the TPs in Addendum #2. |
| 377 | TP CR 450.3.3 – TP CR 450.3.3.5 | 263 264 | 20-46 1-34 | These sections identify the establishment activities expected during establishment period. Our interpretation is that the 'non-maintained' concept applies after acceptance of the work and plant survivability requirements have been met at the end of establishment period – although that really doesn't coincide with the 50% plant survivability stated in Table 501-1 which implies that work must be completed to achieve the minimum survivability percentage. Please define the plant establishment acceptance criteria and how the 'non-maintained elements' terminology relates to the requirements of Table 501-1 Items 1.7 | Non-Maintained Elements is a defined term. See Exhibit 1 to the Agreement. See revisions to Section CR 450.3.3.6 of the TPs in Addendum #2. Survivability in the Maintenance Service Limits will be defined in a future addendum. See revisions to Table 501-1 in Section MR 501.3.1 of the TPs in Addendum #3. |
| 378 | TP CR 450.3.3 – TP CR 450.3.3.5 | 263 264 | 20-46 1-34 | There is no acceptance criteria for the landscaping installation at the end of the establishment period – typically this is spelled out as an Acceptable Mortality Percentage or a Survivability Percentage (either way, expressed by individual plant species). While 450.3.3.5 tells us the size of plants to replace with, it does not tell us what we need to replace. Please define the plant establishment acceptance criteria and how the 'non-maintained elements' terminology relates to the requirements of Table 501-1 Items 1.7 | See new Section CR 450.3.3.6 of the TPs in Addendum #2. |
| 379 | TP CR 450.3.3.1 | 263 | 11-13 | " <i>Subcontraction of the Landscape establishment work shall not be permitted except for weed eradication with herbicides, because of the special licensing required as covered under Subsection 807-3.02 of the ADOT Standard Specification for Road and Bridge Construction.</i> " Would ADOT consider removing this | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to Section CR 450.3.3.1 of the TPs in Addendum #4. |

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| | | | | requirement? | |
| 380 | TP DR 457.3.7 | 167 | 25-27 | The sentence in the RFP referring to bridge deck drains is unclear with respect to the Salt River Bridge crossing, "Bridge deck drains must not discharge into natural waters of the United States, except for the Salt River after said treatment." Would ADOT consider changing this to read "Bridge deck drains must not discharge into natural waters of the United States after said treatment, except for the Salt River Bridge?" | No change. |
| 381 | TP DR 460 | 169 -175 | NA | The TP do not indicate the procedure for the existing COPHX traffic signals that get removed and not relocated. Would ADOT consider adding this requirement "All COP traffic signals salvaged be returned to the COP as per COPHX specification 479.2 Removal and Salvage of Existing Traffic Related Facilities" | Proposer question/comment is under advisement and will be addressed at a later date. No change. See Section 5.9.1.3 of the Agreement, which provides, "Developer is entitled to retain any salvage value from its demolition of improvements." |
| 382 | TP DR 460 TP DR 466 | 169-175 183-186 | NA | At 40th Street & Pecos there appears to be an existing Red Light Camera System. The RFP does not reference what is required for this system. Would ADOT consider addressing the requirements for the Developer regarding the existing system? | Proposer question/comment is under advisement and will be addressed at a later date. City of Phoenix has removed red light camera system. This is not a Developer responsibility. |
| 383 | TP DR 460.3.2 | 170 | 14-29 | Do these Traffic Operational Requirements also apply to the pavement design? | See revisions to Sections DR 419.3.1 of the TPs in Addendum #2. |
| 384 | TP DR 460.3.5C.4 TP DR 466.3.3.3 | 172 185 | 39-41 16-22 | DR 460 Traffic Signal Systems 460.3.5C.4. States "include vehicle detection, closed circuit television (CCTV) remote monitoring in accordance with Section DR 466 of the TPs, and communication links for signal coordination." DR 466.3.3.3 Closed Circuit Television Cameras states "Developer shall design a CCTV system as part of the ITS. The CCTV system must be compatible with the existing ITS system. Developer shall design all CCTV cameras with lowering devices integral to the pole. Developer shall place CCTV cameras to provide complete coverage of the freeway mainline, traffic interchanges ramps and gores, system interchange ramps from termini to termini, all interchange ramp | Proposer question/comment is under advisement and will be addressed at a later date. Developer is responsible to provide CCTV cameras for the ITS to view the roadway in accordance with the Contract Documents. See revisions to Section DR 466.3.3.3 of the TPs in Addendum #5. |

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| | | | | <i>junctions with crossroads, and DMS message verification. Developer shall account for all field conditions that may restrict required visibility and design the CCTV system accordingly</i> . Will ADOT clarify that dome CCTV cameras be required at the intersections to capture features not visible by mainline FMS CCTVs? | |
| 385 | TP DR 460.3.6 | 173 | 26 | The requirement for uniformity ratio of 3:1 minimum is inconsistent with ADOT standard practice and AASHTO guidelines for facilities of this type. Request allowing uniformity ratio of 4:1 or better. | No change. |
| 386 | TP DR 460.3.6 | 173 | 26 | In the RFP Addendum #1, the uniformity ratio was changed from "3:1 to 4:1" to "3:1". The AASHTO Roadway Lighting Design Guide, which is referenced within the RFP, Table 3-5a allows a uniformity requirement of 3:1 or 4:1. Historically, throughout ADOTs freeway lighting system a 4:1 uniformity ratio has been allowed by ADOT. | See response to Question No. 385. |
| 387 | TP DR 460.3.6 | 173 | 26-30 | Is lighting required for frontage roads? | Yes. See revisions to Section DR 460.3.6 of the TPs in Addendum #2. |
| 388 | TP DR 460.3.6 | 173 | 26-30 | Who will maintain and pay for the City cross road lighting during the maintenance period? This is difficult since the lighting today is owned and maintained by the City on an unmetered lighting circuit. | Proposer question/comment is under advisement and will be addressed at a later date. See Section 2.2.3 of the Agreement. |
| 389 | TP DR 460.3.6 | 173 | 31 | Would ADOT consider changing the RFP from " <i>Pedestrian bridge</i> " to " <i>Pedestrian crossing</i> " | See revisions to Section DR 460.3.6 of the TPs in Addendum #2. |
| 390 | TP DR 460.3.6 | 173 | 31 | Section DR 460.3.6, line 42 states that the pedestrian bridge must be lit to a minimum of 1 candle per square foot. This is an unusual requirement and will result an extremely bright bridge. A more typical requirement would be a minimum maintained horizontal average of 1 foot-candle with an average to minimum uniformity ratio of 3:1. Request minimum maintained horizontal average of 1 foot-candle with an average to minimum uniformity ratio of 3:1. | See revisions to Section DR 460.3.6 of the TPs in Addendum #2. |
| 391 | TP DR 460.3.6.1.C.4 | 174 | 38 | Would ADOT consider changing the RFP from " <i>Pedestrian bridge</i> " to " <i>Pedestrian crossing</i> " | See revision to Section DR 460.3.6.1 of the TPs in Addendum #2. |

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| 392 | TP DR 462.3.1.2 | 178 | 1-4 | "The minimum allowable lane widths are 11 feet on the mainline and Pecos and 10 feet on crossroads. Developer shall maintain the minimum number of lanes as reflected in Table 462-2." Would 59th Ave be considered a crossroad? | See revisions to Section DR 462.3.1.2 of the TPs in Addendum #2. |
| 393 | TP DR 462.3.3.3 | 181 | 12-13 | Section 462.3.3.3 states: "Lane Closures will not be allowed between November 15 and the weekend following January 1." Suggest revising the lane closure restrictions to smaller windows; one for the Thanksgiving weekend and another for the Christmas through New Years week. This would provide an additional construction window during the first three weeks of December. | No change. |
| 394 | TP DR 466.3.3 | 184 | 24-27 | Section 466.3.3 states, "Developer shall design a fully operational ITS for the Project that integrates with the existing ADOT ITS elements at the proposed I-10 (Maricopa) and I-10 (Papago) freeways interchanges to the Traffic Operations Center (TOC). Developer shall inspect all existing ITS elements and software for adequacy and compatibility with the proposed ITS." As the as-builts are not available for the TOC, will ADOT please clarify what improvements, if any, are required at the TOC in order to integrate it (i.e. does it have enough storage capacity, etc.)? | Developer shall determine the required improvements based on the ITS Inventory specified in Section DR 466.2.3 of the TPs. |
| 395 | TP DR 466.3.3.1 | 185 | 5-7 | Section DR 460.3.3.1 states: "The ITS backbone conduit networks must connect to the traffic signal cabinets and to all existing or proposed pump houses." Regarding the existing pump houses along I-10, these are already connected to the existing ITS network. Is ADOT's intent with the existing pump houses to replace the existing connections with new fiber or simply to maintain the existing connectivity, presuming it is not affected by construction activities. | Existing connections should be maintained unless affected by the proposed ITS/construction or the ITS Inventory indicates a condition that will require replacement as an ADOT-Directed Change in accordance with Section 7.6.2 of the Agreement. |
| 396 | TP DR 466.3.3.4 | 185 | 23-25 | ADOT preference is to use induction loops for detection stations. If induction loops are cut into asphalt pavement, will ADOT be responsible for re-cutting the loops | See Section 11.3 of the Agreement. |

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| | | | | whenever the pavement is milled and overlain for routine maintenance during the O&M period of the contract, since ADOT is maintaining the ITS system? | |
| 397 | TP DR 466.3.3.4 TP DR 466.3.3.5 | 185 | 24-37 | Per DR 466.3.3.5 the developer is required to on Year 2020 traffic projections for evaluating the Volume Warrant. Ramp Metering is warranted if both the " <i>Volume Warrant</i> " and the " <i>Speed Warrant</i> " are met. (1) Guidance is requested on acceptable speed determination method for a future facility. (2) If Ramp metering is determined to be warranted will the additional cost of procurement and installation of the ramp metering equipment for upgrading the proposed detection station be paid for separately? | See revisions to Section DR 466.3.3.5 of the TPs in Addendum #2. |
| 398 | TP DR 466.3.3.5 | 185 | 26-37 | Section DR 466.3.3.5 requires the Developer to perform ramp meter warrant analyses after project award. However, there are no CR requirements as to what the Developer must do if any of the new ramps warrant ramp meters. Will the Developer be required to install ramp meters at these locations at the Developer's cost or as an owner directed change order? During the O&M period, will the Developer be required to periodically re-evaluate the ramp meter warrants? If so, what are the ramifications to the Developer if any of the ramps require ramp meters during the O&M period? | See response to Question No. 397. Re-evaluation is not required during the O&M period. |
| 399 | TP DR 470.3.4 | 192-193 | 33-12 | Section does not indicate that Phase I reports need to be updated if the property is found to be clean. Do Phase I reports need to be updated? Are the Phase I reports good for the duration of the project if approved by ADOT? Please include a line that states "Phase I reports do not need to be updated if the property is found clean through a Phase I report that has been approved by ADOT." | No change. Longevity of Phase 1 report is based on ASTM. |
| 400 | TP DR 470.3.6 | 196 | 18 | Last sentence of this Section, please amend ADOT's review and approval of the Acquisition Package(s) and change it from a sole discretion standard to a good faith discretion standard. | Proposer question/comment is under advisement and will be addressed at a later date. No change. See revisions to Section DR 470.3.6 of the TPs in Addendum #5. |

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| 401 | TP DR 470.4.2 | 197 | 28-40 | Most of the relocations, more particularly the residential will be completed or in final stages by the end of the year. It won't be necessary to have two relocation offices opened and manned on the project segments with most of the work completed. Please remove the paragraph and references to having one office along the 59 th Avenue segment and one along the Pecos Road segment. | See revisions to Section DR 470.4.2 of the TPs in Addendum #2. |
| 402 | TP DR 470.4.5 | 199 | 30 | Second paragraph, first sentence of this Section, please amend ADOT's review and approval of the Condemnation Package(s) and change it from a sole discretion standard to a good faith discretion standard. | Proposer question/comment is under advisement and will be addressed at a later date. No change. See revisions to Section DR 470.4.5 of the TPs in Addendum #5. |
| 403 | TP DR 470.4.6 | 200 | 24 | Second paragraph, first sentence of this Section, please amend ADOT's review and approval of the Eviction Memorandum and change it from a sole discretion standard to a good faith discretion standard. | Proposer question/comment is under advisement and will be addressed at a later date. No change. |
| 404 | TP MR 202 N | 283 | 27 | Incident Management. Does this include emergency response? | No. ADOT is responsible for emergency response. Developer is responsible for repairs caused by incident. This applies during construction and maintenance. |
| 405 | TP MR 400.3.6.1.1A | 295 | 41-43 | MR 400.3.6.1.1A requires capital asset replacement when 35% or more of the auditable sections exhibit a pavement ride score of D (IRI range 120-150 in/mi) or worse. TP Attachment Table 500-1 Ref. 2.1 requires replacement of the AR-ACFC when the IRI exceeds 150 in/mi. These measures are conflicting. MR 400.3.6.1.1A should be changed from Pavement ride score D to IRI greater than 150 in/mi. | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |
| 406 | TP MR 400.3.6.1.1B | 296 | 1-3 | MR400.3.6.1.1B requires capital asset replacement when 35% or more of the auditable sections exhibit a pavement distress condition score of D or worse in accordance with TP Attachment 500-1 reference line 3.1 and Table 400-1. TP Attachment Table 500-1 Ref. 3.1 is very specific with definition of individual distress threshold distress. Can ADOT please provide some guidance on how the specific requirements of Table 400-1 would be converted to the 1-5 adjectival score? | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |

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| 407 | TP MR 400.6.5 | 208 | 27-30 | There is no reflectivity requirement for "NEW" as it relates to signs outside of I-10. This needs to be provided in order to be able to meet a performance requirement for Reflectivity on maintained signs. | Proposer question/comment is under advisement and will be addressed at a later date. See Section MR 400.4.1.2 of the TPs in Addendum #3. |
| 408 | TP MR 400.6.6 Table 400-1 | 299 | N/A | Ratings A & C state the "Element is fully functional..." while Ratings B & D states "Element is functional..." We believe functional is an absolute term and the language should just state functional. | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |
| 409 | TP MR 400.6.6.1 | 299-300 | 1-6 | MR 400.3.6.1.1 and Table 500-1 Ref 2.1 and 3.1 clearly define the trigger values for repair and rehabilitation of the pavement assets. This will be inspected every other year with maintenance and rehabilitation planned accordingly. The Developer's pavement preservation activities are assessed for compliance accordingly. The Asset Condition Score (ACS) for pavement does not offer any benefit to pavement preservation or compliance. Will ADOT consider removing the ACS requirement for pavement? | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |
| 410 | TP MR 400.6.7.1 DBMA Exhibit 15-2 §15.2-16, 17, 18 | 302 2-3 | 4-16 N/A | The language differs in the two sections discussing Noncompliance points based on the Asset Condition Score. Suggest changing the DBMA Exhibit language to match the Technical Provisions – for example lane item 15.2-16 column 4 should state "If the Asset Condition Score is equal to or greater than 85% of the Adjusted Baseline Condition Score." And similar change to line items 15.2-17 and 15.2-18. This language would more accurately describe the relationship between the two values, using the defined terms. | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |
| 411 | TP MR 501.3 Table 501-1 Ref. 1.6 | 310 | N/A | "Latest" version of irrigation software is too specific of a requirement. If a new version of software is implemented one year after we install new, it is uneconomical for the developer to then install the "latest". | Proposer question/comment is under advisement and will be addressed at a later date. No change. Developer shall be required to upgrade software in accordance with the approved Handback Plan. |

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| 412 | TP MR 501.3 Table 501-1 Ref. 1.6 | 310 | N/A | We believe that a hand back for plants is unrealistic to the cost and life-cycle of plant life. Why would you replace a 7 year old plant that typically last 10 years to simply meet a 5 year hand back requirement? We propose that 85% establishment be the only performance requirement for landscape and that the hand-back requirement be removed. | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to Table 501-1 in Section MR 501.3.1 of the TPs in Addendum #3. |
| 413 | TP MR 501.3 Table 501-1 Ref. 1.7 | 310 | N/A | Please confirm that the 50% survival requirement is based on the plants that were accepted at the end of the landscape establishment period. | Proposer question/comment is under advisement and will be addressed at a later date. The survival percentage shall be based on the number of plants required in Section B of the TPs. |
| 414 | TPA 110-2 Part 8 | 8 | N/A | This section states “ADOT will be responsible for developing more detailed requirements for the IQF’s Quality Acceptance to be included in the Technical Provisions (TPs) of the Project Request for Proposals (RFP).” Are there additional requirements being developed and when can these be expected? | See revisions to Part 6 (formerly Part 8) of TP Attachment 110-2 in Addendum #2. |
| 415 | TPA 420-1 AQ-2 | 5 | N/A | Includes a commitment to use tier 4 equipment “to the extent practicable.” ADOT to oversee for compliance. How will ADOT measure compliance? | Developer shall indicate how they are complying with this commitment in the Environmental Management Plan. ADOT will check if Developer complies with the Environmental Management Plan. |
| 416 | TPA 420-1 AQ-2 | 6 | N/A | Includes a commitment to use alternative fuels “Where feasible.” ADOT to oversee for compliance. How will ADOT measure compliance? | Developer shall indicate how they are complying with this commitment in the Environmental Management Plan. ADOT will check if Developer complies with the Environmental Management Plan. |
| 417 | TPA 470-3 | N/A | N/A | Please review Schematic Design as it appears APNs 300-08-003K, J and B at the northeast corner of Estrella Dr and 51 st Avenue are impacted by the Schematic Design and outside of the Schematic ROW. Please confirm if these parcels should be included in the Schematic ROW. | ADOT believes that the improvements do not need to include widening of 51st Avenue north of Estrella Drive or widening of Estrella Drive east and west of 51st Avenue. Those properties are not needed for the Project. |
| 418 | TPA 500-1 Ref. 1.2, Litter, | 2 | N/A | For clarity, please insert “visible” between “section” and “when”: Visual – no more than 20 pieces of litter, per | See revisions to TP Attachment 500-1 in Addendum #2. |

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| | Inspection Method | | | auditable section, visible when travelling at highway speed. | |
| 419 | TPA 500-1 Ref. 1.3 Sweeping | 2 | N/A | Inspection Method – recommend “Visual - No un-swept areas greater than 24 inches wide, 50 feet in length and ½ inch deep. | See revisions to TP Attachment 500-1 in Addendum #2. |
| 420 | TPA 500-1 Ref. 1.6 | 2 | N/A | Remove "damaged or dead vegetation is replaced" as it conflicts with 85% establishment requirement which is more reasonable. | See revisions to TP Attachment 500-1 in Addendum #2. |
| 421 | TPA 500-1 Ref. 2.1 Pavement Ride | 3 | N/A | Performance Requirement states, “All roadways have a smooth, quiet surface course (including bridge decks, covers, gratings, frames and boxes) free from Defects.” Recommend removing “ quiet surface course ” as quiet is a subjective term and the IRI is the measure of smoothness and ride quality. | Pavement ride has been deleted from TP Attachment 500-1. A future addendum will address pavement ride in the TPs. See revisions to TP Attachment 500-1 in Addendums #3 and 4. |
| 422 | TPA 500-1 Ref. 3.1 Pavement Distress | 5 | N/A | The Settlement measurement record allows surface deviations of ½ inch between adjacent slabs. The Joint separation measurement allows shoulder joint separation between concrete and asphaltic pavement only ¼” in width. Recommend measurement records for both distress factors be ½ inch between joints. | See revisions to TP Attachment 500-1 in Addendum #2. |
| 423 | TPA 500-1 Ref. 4.3 Ref. 4.4 | 6 | N/A | The performance specification included in these sections requires maintaining 75% of reflectivity for signs and pavement markings relative to new construction requirements. We appreciate the need to require continuing performance but the 75% does not align with the material properties and performance or industry standard approach to maintaining safe levels of reflectivity. For example, ASTM 9456 (the core requirement for ADOT new construction materials specification for sign panels) permits and anticipates a 20% drop in just 36 months. This rate would require replacements of all sign panels in fewer than 4 years (likely faster in Arizona) in contrast to Industry standard of 12 to 15 year range. Additionally the current 500-1 requirement does not address the tremendous variation in degradation of different colors or the required safe reflectivity for each relative to specific signing application. | Proposer question/comment is under advisement and will be addressed at a later date. The entire maintenance regime has been revised. See revisions in Section D in Addendums #3 and 4. |

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| | | | | <p>All of the above are considered in the MUTCD specifications for maintaining reflectivity during operations and, further, citing MUTCD would ensure that future changes technology are reflected in DBMA requirements.</p> <p>Will ADOT consider changing requirements 4.3 and 4.4 to "meeting all MUTCD requirements for reflectivity during operations"?</p> | |
| 424 | TPA 500-1 Ref. 4.4 Lighting | 6 | N/A | <p>Performance Requirement – “Electrical supply is maintained” is unnecessarily redundant. The Performance requirement already indicates “Luminaires are illuminated...” and “sign lighting is functional”. Since the Developer has no control over the electrical supply from the power provider, this requirement, as written, would require the Developer to provide generators in case of a blackout.</p> <p>Our suggested change is: Performance Requirement – “Luminaires are illuminated, clean, free from defects, properly aligned; sign lighting is functional.”</p> <p>Repair Response – Temporary – “2 hours for power circuits and fuses from cut-off switch to controller cabinet and devices to be functional; 2 hours for sign lighting for safety critical signs, 24 hours for other sign lighting, N/A for street lighting luminaires.”</p> | <p>Proposer question/comment is under advisement and will be addressed at a later date.</p> <p>See revisions to TP Attachment 500-1 in Addendums #3 and 4.</p> |
| 425 | TPA 500-1 Ref. 5.1 Bridges | 7 | N/A | <p>Measurement Record – “Bridges in full repair with no condition rating below 7”. These dual requirements are not compatible. “Full repair” would effectively result in a permanent condition rating of 9. This requirement should be changed to “Measurement Record – Bridges with no condition rating below 7”</p> | <p>Proposer question/comment is under advisement and will be addressed at a later date.</p> <p>See revisions to TP Attachment 500-1 in Addendums #3 and 4.</p> |
| 426 | TPA 500-1 Ref. 6.2 | 7 | N/A | <p>Performance Requirement states “Detention and retention basins are substantially free from standing water after 50 year storm event.” This would appear to be a design issue – recommend deleting requirement due to limited options to meet the measurement record from a</p> | <p>Proposer question/comment is under advisement and will be addressed at a later date.</p> <p>No change.</p> |

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| | | | | Maintenance perspective. | |
| 427 | TPA 500-2 Column Headings | 2 | N/A | The column headings labeled "Weighting Factor" (all 3 locations), refers to Table 2. This should be corrected to refer to Table 400-4. | See revisions to TP Attachment 500-2 in Addendum #2. |
| 428 | TPA 500-2 Summation of Baseline ACS box (center of page) | 2 | N/A | The scoring calculation description refers to Table 3. This should be corrected to refer to Table 400-5. | See revisions to TP Attachment 500-2 in Addendum #2. |
| 429 | TPA 500-2 Adjustment of Baseline ACS calculation (bottom of sheet) | 2 | N/A | The calculated value of Adjusted Baseline ACS of 6.72 is incorrect. The correct value of 6.24 should be shown. | See revisions to TP Attachment 500-2 in Addendum #2. |
| 430 | RIDs | N/A | N/A | Are there preliminary plans or drainage report(s)/information available for the City of Phoenix Chandler Boulevard project? | Plans and reports will be included in the RIDs if available. |
| 431 | RID ADOT ROW Status Report | N/A | N/A | Please add a column to the ADOT status report titled, "Appraiser/Review Appraiser", indicating the name of the respective appraiser that completed the work? This will promote consistency of valuation if a developer chooses to use a specific appraiser or reviewer for a specific property type. | See revised RID in Addendum #2. |
| 432 | RIDs 02 Design 22, 25, and 26 | N/A | N/A | "2015-04 Final LDCR CADD files.zip" contains 2 files with the right of way linework named "B_NR5764E1_01.dgn and B_NR5764W59_01.dgn". These CADD drawings do not match the Schematic right of way shown on the "2015-06 Schematic Design Map 1 of 2 and 2 of 2", particularly at the limits of construction on cross-streets. Please update CADD files and /or the Maps to match. Request ADOT Clarification to resolve conflicting information within the RFP RID's. | See revised RID in Addendum #2. |
| 433 | General | NA | NA | Will ADOT allow the Developer to include in the Technical Proposal a visual animation? | See revision to Section 4 of Exhibit 6 to the ITP in Addendum #4. |
| 434 | General Third Party Entity Meeting(s) | N/A | N/A | SRP Distribution Power has indicated that conduit duct banks every mile and half mile will be required for the project. These facilities do not currently exist. | See definition of Betterment in Exhibit 1 of the Agreement. |

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| | | | | It is the understanding of the Developer that this item will be treated as a betterment. Please advise. | |
| 435 | General Third Party Entity Meeting(s) | N/A | N/A | <p>Will separate payment bonding be required from the Developer when contracting with individual Utilities? Some utilities are stating that this is a requirement for their provision of design services to support relocation requirements.</p> <p>It is understood that because this is an ADOT Project, separate payment bonding from the Developer is <u>not</u> required. Please advise.</p> | <p>The ITP and DBMA do not address Utility Company bonding requirements. Developer is responsible for bonding with individual Utility Companies, if and as required by the Utility Company.</p> <p>Note that the payment bond required under the ITP includes bonding for Utility Adjustments as part of the D&C Work.</p> |
| 436 | ITP 1.10.5 | 19 | 26 | "See Exhibit 2, Section 4.2.6 4.2.7.2 for the required components/sections that must be included of the Preliminary DBE Utilization Plan and for related forms." | Change will be made in Addendum #4. |
| 437 | ITP 1.10.9 | 21 | 4 | "See Exhibit 2, Section 4.2.6 4.2.7.6 for the required components/sections that must be included in the Preliminary OJT Utilization Plan..." | Change will be made in Addendum #4. |
| 438 | ITP Exhibit 1 DBMA Exhibit 1 | 3 37 | 3-6 16-19 | There are two differing definitions of Key Professional Services Firm between ITP Exhibit 1 and DBMA Exhibit 1. Please clarify. | Clarification will be made in Addendum #4. The DBMA definition will be used. |
| 439 | ITP Exhibit 2 §4.1.1.2(c) §4.1.3.1(e) | 8 9 | 6 22-25 | <p>ITP Exhibit 2 Section 4.1.1.2(c) and 4.1.3.1(e) require the submission of our solution for pavement design and a Preliminary Pavement Design Report, respectively.</p> <ul style="list-style-type: none"> • With respect to ITP Exhibit 2 Section 4.1.3.1(e), please confirm that the reference should be to CR 419.3.4 instead of DR 419.3.4. • Please confirm if the two requirements (roadway and geotechnical and earthwork) can be combined. • Please confirm that such Report is to be included as part of the Technical Approach of the Project Development Plan to be included in Volume I of our Proposal. Given the anticipated page count of approximately 25 pages for such report and the page limitations (per ITP Exhibit 6) for the Technical Approach, if ADOT requires the report as part of the Proposal, we request that the report either be excluded from the page count or allow Proposers to | <ul style="list-style-type: none"> • Clarification will be made in Addendum #4. • They will be combined in Addendum #4. • Confirmed. The requirement will be revised in Addendum #4 to a summary of the pavement design solution. As a result, page limit will not be revised. |

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| | | | | include the report as an Appendix. | |
| 440 | ITP Exhibit 2 §4.2.1(c) | 12 | 3-7 | ITP Exhibit 2 Section 4.2.1(c) requires the submission of a description of the roles, responsibilities, interrelation and work to be accomplished by all identified Subcontractors and Suppliers (at all tiers). We note the requirements of Form B Part 2 and given the page limitations (per ITP Exhibit 6) for the Preliminary Project Management Plan – Project Administration Chapter, we request that the requirement for ITP Exhibit 2 Section 4.2.1(c) be limited to Key Subcontractors. | Change will be made in Addendum #4. |
| 441 | ITP Exhibit 2 §4.2.1(l) DBMA 8.12 CR 425 | 13 108 249-256 | 6-17 11-16 | With respect to ITP Exhibit 2 Section 4.2.1(l) and DBMA Section 8.12, Requirements Applicable to Design and Construction Work, please clarify the requirements related to CR 425, Public Information, during the Maintenance Period. | See revisions to Section 4.2.1 of ITP Exhibit 2 and Section CR 425 of the TPs in Addendum #4. |
| 442 | ITP Exhibit 2 §4.2.7.2.b §4.2.7.6.b §4.3.1.a | 17 19 20 | 18-28 34-41 23-26 | We request the requirements to provide the following information with respect to Key Personnel within the Project Development Section of Volume I – Technical Proposal be modified for the following: <ul style="list-style-type: none"> • Experience of DBE/OJT Outreach and Compliance Manager (ITP Exhibit 2 Section 4.2.7.2.b and 4.2.7.6.b) and • Resume of Key Personnel responsible for quality management (ITP Exhibit 2 Section 4.3.1.a) As these sections have page limitations (per ITP Exhibit 6) and ADOT will have received such information prior to the Proposal Due Date (either in each Proposer’s SOQ or in any Pre-Proposal Submittals), we request that such information regarding Key Personnel simply be referenced in the Technical Proposal (instead of being resubmitted). Alternatively, if such information is required to be submitted as part of the Technical Proposal, please provide instructions as to where such information should be included. | See revisions to Section 4.2.7.2b, 4.2.7.6b, and 4.3.1a of ITP Exhibit 2 in Addendum #4. Resumes have their own separate page count. Resumes received in SOQs and Pre-Proposal Submittals are not required for the Technical Proposal. The information required under Section 4.3.1.e of ITP Exhibit 2 is to be included in the Preliminary Quality Management Plan and any information required in Section 4.2.7.2b of ITP Exhibit 2 is to be included in the Preliminary DBE Utilization Plan. |
| 443 | ITP Exhibit 2 §4.2.7.2(d) §4.2.7.4 | 18 19 | 14 12 | ADOT requires that the AZ UTRACS Vendor Registration Number be included in the Preliminary DBE Utilization Plan section of the Technical Proposal, and provided on | Change will be made to Sections 4.2.7.2(d), 4.2.7.4 and Form H-8 in Addendum #4. |

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| | | | | <p>the Bidder's List (Form H-8) for the Developer (section 4.2.7.2), Proposer (4.2.7.4), Equity Members and Major Non-Equity Members.</p> <p>Form H-8 only has a space for the Developer to include its AZ UTRACS Vendor Number. If ADOT also requires the AZ UTRACS Vendor Number F for each Equity Member and Major Non-Equity Member on Form H-8, we recommend that ADOT revise the form accordingly so that such number can be provided in the appropriate space.</p> | |
| 444 | ITP Exhibit 2 §4.1.3.5 | 11 | 2 | Please revise the verbiage "A report describing...." to "Describe...." | Change will be made in Addendum #4. |
| 445 | ITP Exhibit 5 Forms | N/A | N/A | If an Addendum only changes the footer of a Form, does the footer of that Form need to be edited to reflect the most recent Addendum if the form has already been completed and signed by the Developer or relevant entity based on a version issued in a prior Addendum? | No. |
| 446 | ITP Exhibit 5 Forms | | | Can ADOT confirm when Word versions of all ITP Forms will be made available to Proposers? We request that the Word versions of all Forms be made available immediately and with respect to subsequent Addendum, be released at the same time, to provide Proposers adequate time to prepare a compliant Proposal. | MS Word versions of all ITP Forms will be provided in Addendum #4. |
| 447 | ITP Exhibit 5 Form C | 1 | N/A | <p>Form C states that the term "Affiliate" has the meaning set forth in Exhibit 1 of the ITP..."</p> <p>"Affiliate" is not defined in Exhibit 1 of the ITP.</p> <p>Please clarify.</p> | Change will be made in Addendum #4; correct reference is to Exhibit 1 of the Agreement. |
| 448 | ITP Exhibit 6 §2 | 3 | 31-32 | Exhibit 6, 2. Binders and Containers, states that "The Proposal shall be organized into separate three-ring binders, along with the related volume appendices". In the past, we have used Chicago screws (binding screw posts) as a form of binding for our 11x17 technical drawings as it is cleaner and more easily manageable. Would ADOT be agreeable to this form of binding for the 11x17 plan sheets? | No change will be made. |

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| 449 | ITP Exhibit 6 §3 | 5 | 18-19 | Exhibit 6, 3(a) states that "all text shall be...printed single-sided". We request that Proposers be allowed to print the proposal documents double-sided, where practicable, in an effort to be more environmentally sensitive, including all of the sections within the technical proposal (narrative responses in addition to the forms). | Change will be made in Addendum #4. |
| 450 | ITP Exhibit 6 §3 | 5 | 27-29 | ITP Exhibit 6, Section 3 says, "Each page in binders shall include a footer that identifies the Volume and section in which it belongs, so that if a page becomes separated from its binder the reader can readily ascertain where to return it to the binder." Please confirm that the footers of the forms as issued by ADOT do not need to conform to this requirement. | ADOT will only require page numbers for the required forms. |
| 451 | ITP Exhibit 6 §9 | 12 | N/A | Checklist for "Vol. II, Financial Proposal", last row, 3rd column: "Form B is also required for the Guarantor(s)". Please specify which Part of Form B is required. | Part 2 of Form B is required. |
| 452 | ITP Exhibit 9-1 §4d | NA | NA | Section 4(d) requires the Surety to decline performance within 30 days. It is the sureties' view that this time period is too short as it does not allow adequate time to investigate the issues or negotiate a Takeover Agreement. Note that the similar provision in the Maintenance Bond is not within 30 days. Can this period be increased to 45 or even 60 days? | Addendum #4 will change the time period to 45 days. |
| 453 | ITP Exhibit 9-1 §4d | NA | NA | In both performance bond forms, the Sureties' like to see the language in Sub-section 6 b amended so that the words "actual damages, including" are deleted and the phrase simply starts with additional legal, design Though this is fairly standard AIA wording, given the waiver of damages in the contract, the sureties don't think the bond should be used to expand the damages. | See response to Question No. 224. |
| 454 | DBMA 1.2.6 | 4 | 34-40 | Section 1.2.6 states in part "Portions of the Reference Information Documents that are specifically referenced in the Contract Documents for the purpose of defining certain requirements shall be deemed incorporated into the Contract Documents to the extent so referenced with the same order of priority as the applicable Contract | Provision will be clarified in Addendum #4 to indicate that where an entire RID is referenced as a requirement, then it will be treated as a Contract Document. |

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| | | | | Document." Given that the majority of the references within the Contract Documents to the requirements contained in the RIDs are general rather than specific in nature, please confirm it is ADOT's intent that referenced RIDs become Contract documents to the extent necessary to reasonably interpret and implement the Contract Document in which RIDs are referenced. | |
| 455 | DBMA 3.1.3 | 18 | 26 | ADOT Discretionary Approvals. Please confirm ADOT's intent is that ADOT Discretionary Approvals are limited to those ADOT approvals which expressly state an ADOT "sole discretion" or "good faith discretion" approval, consent, determination, acceptance, decision or other action is required, and that there is no other Contract construction intended to "indicate" approval, consent, determination, acceptance, decision or other action is required from ADOT is in ADOT's sole discretion, absolute discretion or good faith discretion. | Confirmed. |
| 456 | DBMA 3.1.3.1 | 18 | 27-34 | ADOT Discretionary Approvals. Please confirm ADOT's intent is that where ADOT's "sole discretion" determination is specified, such that ADOT's decision is not subject to dispute resolution or other legal challenge, the Developer shall still retain its rights to seek additional compensation and/or time for performance to the fullest extent provided for by the Contract Documents. | No. Where a matter is within ADOT's sole discretion, its decision creates no grounds whatsoever for additional compensation or time, unless the decision in itself is a defined Relief Event (e.g. a sole discretion decision to make an ADOT-Directed Change). Nothing in the Contract Documents provides or is intended to provide otherwise. |
| 457 | DBMA 3.1.3.2 | 18 19 | 35-41 1-6 | Please confirm ADOT's intent is that where ADOT's good faith determination is required pursuant to the Contract Documents, and ADOT's good faith determination is final and binding (unless it is finally determined through the Dispute Resolution Procedures by clear and convincing evidence that such good faith determination or failure to act which constitutes a disapproval was arbitrary or capricious), the Developer shall retain its rights to seek additional compensation and/or time for performance to the fullest extent provided for by the Contract Documents. | No, unless the decision is determined to be arbitrary and capricious. See response to Question No. 456. |
| 458 | DBMA 3.1.8.1 (e) | 22 | 21-23 | This section states that ADOT's approval or acceptance "may not be relied upon by Developer or used as | No. |

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| | | | | evidence in determining whether Developer has fulfilled the requirements of the Contract Documents". This provision significantly dilutes the value and relevance of ADOT's approval or acceptance. Please confirm it is ADOT's intent that Developer may rely upon ADOT's approval or acceptance as verification that the requirements of the Contract Documents have been met for all purposes except where the accepted subject matter is later found to be defective or nonconforming. | |
| 459 | DBMA 5.9.2, 7.6.1 DBMA Exhibit 1 ADOT Caused Delay | 49 | 18 | <p>ADOT-Caused Delay means any of the following events... ..(d) Except for Retained Parcels, failure or inability of ADOT to make available to Developer any Project ROW parcel, including any ADOT Additional Property, within 180 days after ADOT's receipt and approval of (i) Developer's written request to commence a condemnation proceeding and (ii) a complete Condemnation Package, subject, however, to the exceptions and limitations set forth in Section 14.4.3 of the Agreement; provided that "make available" means that ADOT has (i) obtained an order for immediate possession, (ii) closed the acquisition of the parcel or (iii) otherwise obtained permanent right of entry through settlement, negotiation, the condemnation process or otherwise, which in each case may be subject to covenants, conditions, restrictions and limitations with which Developer must comply. For clarity, "make available" does not require commencement or completion of relocation, demolition or clearance (such as but not limited to data recovery for cultural resources);</p> <p>5.9.2.1 To the extent that Developer has not been provided with access to portions of the Project ROW on or prior to the date set forth on the Project Schedule, Developer shall work around such Project ROW with the goals of minimizing delay to the completion of the Project. Except for delays caused by the types of events described in clauses (d) and (e) of the definition of "ADOT-Caused Delay" Developer shall not be entitled to</p> | <ol style="list-style-type: none"> 1. The DBMA does not prescribe the timeline for Developer to submit Condemnation Packages. It is unlikely, however, that ADOT will approve a Condemnation Package received before the 30 day period for an owner to consider an offer runs under 49 CFR Appendix A 24.102.f. 2. The conditions to issuance of NTP 2 are set forth in Section 7.4.1 of the Agreement and do not include a requirement for possession of all Project ROW. The conditions to commencement of construction in any applicable portion of the Project include both issuance of NTP 2 and possession of the right-of-way in that portion of the Project, as set forth in Section 7.6.1 of the Agreement. |

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| | | | | <p>any increase in the Price or Completion Deadline adjustment for delays caused by the failure or inability of ADOT to provide Project ROW.</p> <p>7.6.1 1 Construction Work Generally ... Except to the extent expressly permitted in writing by ADOT, in ADOT's sole discretion, Developer shall not commence or permit or suffer commencement of construction of the Project or applicable portion thereof until ADOT issues NTP 2 and all of the following conditions have been satisfied: ... (b) ADOT has (i) obtained an order for immediate possession, (ii) closed the acquisition of the parcel, or (iii) otherwise obtained permanent right of entry through settlement, negotiation, the condemnation process or otherwise for Project ROW necessary to commence construction of the applicable portion of the Project;</p> <ol style="list-style-type: none"> 1. Please confirm that Developer may make a written request to commence a condemnation proceeding, and submit a Condemnation Package, at any time twenty-seven (27) days after ADOT's approval of the relevant Acquisition Package. 2. Please confirm that NTP 2 (authorizing Developer to proceed with design and construction of the entire Project, except construction or other ground-disturbing activities in the Center Segment) will be issued without ADOT having (i) obtained an order for immediate possession, (ii) closed the acquisition of the parcel, or (iii) otherwise obtained permanent right of entry for all the Project ROW parcels and Retained Parcels (except those Project ROW parcels and Retained Parcels in the Center Segment). | |
| 460 | DBMA 5.10.7.2 | 56 57 | 24-38 1-10 | Please confirm that in case a Utility Company fails to cooperate with Developer, ADOT's intends (notwithstanding ADOT having no obligation to prosecute eminent domain or other legal proceedings, or to exercise any other legal remedy available to it under | ADOT's covenant to assist requires that the conditions to assistance exists as set forth in Section 5.10.7.2(a) of the Agreement. If the conditions to assistance exist, ADOT's assistance does not require ADOT to pursue |

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| | | | | applicable Law) to either exercise its legal, contractual or property rights to enforce the Utility Company's obligation to cooperate, or to allow the Developer to exercise ADOT's rights and remedies by way of assignment or a delegation of authority. If ADOT does not intend to either exercise its legal and contractual rights and remedies, or allow the Developer to exercise ADOT's rights and remedies (in its "sole discretion" or "good faith discretion"), please advise what circumstances or events would cause such "sole discretion" or "good faith discretion" determinations to be withheld. | legal proceedings against the Utility Company. See Section 5.10.7.2(b) of the Agreement. If the conditions to assistance exist, if ADOT has contractual or property rights against the Utility Company, if ADOT decides not to exercise those rights, and if those rights are assignable, then ADOT will be obligated to assign those rights to Developer upon request. See Section 5.10.7.2(c) of the Agreement. |
| 461 | DBMA 5.11 | 59 60 | 13-37 1 -10 | <p>We note that no provisions have been included dealing with the consequences of an unreasonable delay by UPRR in engaging in negotiations with the Developer.</p> <p>We propose that a new definition of "UPRR Delay" be included in Exhibit 1 and that such a delay constitutes a Relief Event entitling the Developer to an extension to the Completion Deadlines and recovery of its Delay Costs and Extra Work Costs.</p> <p>Our proposed new definition is as follows:</p> <p>"UPRR Delay means a delay to the Critical Path caused by:</p> <ul style="list-style-type: none"> (a) a refusal by UPRR to enter into a UPRR Construction and Maintenance Agreement in substantially the form set out in the Reference Information Documents within 45 days of the Developer submitting a compliant Railroad Submittal Package; (b) a refusal by UPRR to enter into a Railroad Right-of-Entry Agreement or issue a UPRR Work Authorization within 45 days of the Developer submitting an application for such agreement or authorization to UPRR; or (c) UPRR's failure to timely perform its obligations | No change will be made. |

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| | | | | <p>under the applicable, executed UPRR Construction and Maintenance Agreement.</p> <p>Notwithstanding the foregoing, any delay by UPRR caused by the failure of any Developer-Related Entity to locate or design the Project or carry out the Work in accordance with the Contract Documents, the applicable UPRR Construction and Maintenance Agreement, the NEPA Approval, other Governmental Approval or applicable Law shall not be considered an UPRR Delay.”</p> | |
| 462 | DBMA 6.2.4 | 64 | 13-34 | <p>Please confirm ADOT’s intent is that ADOT’s “sole discretion” as to which Deviations ADOT will consider is limited to ADOT’s “sole discretion” determination as to whether or not a Deviation is constitutes sound and safe engineering consistent with Good Industry Practice and achieves ADOT’s applicable safety standards and criteria, and that all ADOT approvals, consents, and other determinations required to implement any Deviation determined to be sound and safe shall not be withheld unreasonably pursuant to Section 3.1.4, Other ADOT Approvals.</p> | <p>No change will be made. Sole discretion is not limited.</p> |
| 463 | DBMA 6.8.7 | 77 | 28-33 | <p>Please confirm ADOT’s intent is that ADOT’s “sole discretion” as to which Deviations ADOT will consider is limited to ADOT’s “sole discretion” determination as to whether or not a Deviation is constitutes sound and safe engineering consistent with Good Industry Practice and achieves ADOT’s applicable safety standards and criteria, and that all ADOT approvals, consents, and other determinations required to implement any Deviation determined to be sound and safe shall not be withheld unreasonably pursuant to Section 3.1.4, Other ADOT Approvals.</p> | <p>No change will be made. Sole discretion is not limited.</p> |
| 464 | DBMA 7.6.1 | 85 | 1-35 | <p>Please confirm ADOT’s intent is that where any of the conditions precedent to starting construction listed in 7.6.1 (a) through 7.6.1 (i) have not occurred through no fault of Developer, or have not occurred consequent to any cause for which relief is available to Developer under the Contract Documents, and ADOT in its “sole</p> | <p>The effect of Relief Events on Developer’s rights to compensation and schedule relief is set forth in Article 14 of the Agreement.</p> |

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| | | | | discretion" does not allow Developer to promptly commence construction, the Developer shall retain its rights to seek additional compensation and/or time for performance to the fullest extent provided for by the Contract Documents. | |
| 465 | DBMA 7.10.2 | 87 | 25-30 | <p>Section 7.10.2 states in part, "all Float contained in the Project Schedule or as generated thereafter, shall be a shared, jointly owned Project resource available to either Party or both Parties as needed to absorb delay caused by Relief Events or any other event, achieve schedule milestones, interim completion dates and Completion Deadlines."</p> <p>Please confirm and amend this clause to clarify ADOT's intent in that ADOT's entitlement to Float for purposes of mitigating ADOT-Caused Delays attributable to failure of ADOT to furnish any Project ROW parcel or any Retained Parcel by the scheduled date shall be limited to Float associated with the particular properties subject to the delay, and that Developer will not be obligated to further mitigate any critical path delays resulting therefrom by utilizing Float in other scheduled activities.</p> | No. No change will be made. Float is a Project-wide resource available to both Parties as needed. It will be available to ADOT on the same basis as it will be available to Developer. |
| 466 | DBMA 7.11.2 | 88 | 18 | Please amend the first sentence of Section 7.11.2 to read: "Except as otherwise provided in Articles 14 and 15, ..."; without this language, this Section unnecessarily conflicts with Developer's entitlement to cost relief provided in Article 15 in respect of ADOT-Directed Changes; Supplemental Agreements and Directive Letters. | No change will be made. |
| 467 | DBMA 8.4.2 | 99 | 18-19 | ADOT's approval of the timing of full or partial Lane Closures is a condition precedent to commencement of the corresponding Maintenance Services. As such, ADOT's withholding or lack of approval would likely expose the Developer to Liquidated Damages beyond its reasonable control. Therefore, please amend this clause to read "ADOT's <u>good</u> faith approval" to alleviate this unnecessary risk on the Developer. | ADOT's approval of the timing of Lane Closures is in accordance with Section 6.5.2.1 of the Agreement. Section 8.4.2.4 of the Agreement will be moved into Section 8.4.3.1 and clarified to reference Section 6.5.2.1 of the Agreement. |

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| 468 | DBMA 8.11.4.8 | 106 | 23 | Correction: Should the word "Term" in the first sentence be instead "Maintenance Period"? | No change is necessary. |
| 469 | DBMA 8.11.5.1 | 106 | | The third sentence states that a Professional Engineer will not be anyone who is "affiliated" with such Party within the prior three years. Please confirm the term "affiliated" means someone who was an employee of the Party within the last three years? | Change will be made in Addendum #4. |
| 470 | DBMA 8.11.5.8 | 108 | 9-10 | The last sentence says "Pending such resolution, ADOT will have the right to issue Directive Letters regarding such Work." Please clarify that the non-prevailing party in the Dispute would pay the cost to comply with the Directive. | No change is necessary. The matter is addressed in Section 15.3 of the Agreement. |
| 471 | DBMA 10.1.3 | 125 | 17-33 | The current language in Section 10.1.3 of the DBMA states that if any of the co-sureties fail to meet the ratings standard, then those that do are expected to be responsible for the entire bond penalty. The Sureties suggest striking the language in red below ["and is liable for the full amount of the bond"] as we have expressed reluctance to provide rating guarantees: 10.1.3 Each D&C Performance Bond and D&C Payment Bond required hereunder, and any Warranty Bond, shall be issued by a Surety that is: (a) licensed and authorized to do business in the State; (b) listed on the "Department of the Treasury's Listing of Approved Sureties (Department Circular 570)" (found at www.fiscal.treasury.gov/fsreports/ref/suretybnd/c570.htm); and (c) rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's) or rated at least A minus ("A-") or better and Class VIII or better according to A.M. Best and Company's Financial Strength Rating and Financial Size Category, or as otherwise approved by ADOT in its sole discretion. If any bond previously provided becomes ineffective, or if the Surety that provided the bond no longer meets the foregoing requirements, Developer shall provide a replacement bond in the same form and, if applicable, with the same multiple obligee rider, issued by a Surety meeting the | No change will be made. At all times, ADOT must have a surety bond that is backed in its full amount by a surety meeting the minimum rating requirements. |

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| | | | | foregoing requirements, or other assurance satisfactory to ADOT in its sole discretion. If any bond is provided by co-Sureties and at least one of the co-Sureties meets the foregoing requirements and is liable for the full amount of the bond , then no replacement bond shall be required so long as such co-Surety continues to meet the foregoing requirements. | |
| 472 | DBMA 10.2.1.4 | 126-127 | 29-10 | <p>Capital Asset Replacement. The Routine Maintenance Bond is provided at the onset of the Maintenance term. However, it also requires “a letter from a qualified Surety, in form and substance approved by ADOT, <u>unconditionally</u> committing to Developer and ADOT to timely issue to ADOT the Maintenance Performance Bond” for the Capital Asset Replacement Work. This raises a couple of questions:</p> <ol style="list-style-type: none"> How will the letter read? It needs to be very specific as to the type of work the sureties are unconditionally agreeing to bond. The amount for the Capital Asset Replacement bond should simply be the amount of the work being performed. The formula outlined seems well in excess of the value of the work. The bond form for the Capital Asset Replacement Bond should be like a more typical performance bond. It covers a specific project for a specific amount. It should not be the same as the Routine Maintenance bond form or the Maintenance Bond Form specified for this project | <ol style="list-style-type: none"> ADOT does not believe it is necessary to specify in the DBMA how the letter will read, other than that it must be unconditionally commitment. See response to Question No. 267. See response to Question No. 267. |
| 473 | DBMA 10.2.1.6 | 130 | 17-28 | The Maintenance Performance Bond for the Capital Asset Work will follow the form of the D&C Performance Bond. (Note the D&C Performance Bond has a 30 day election period (at least to decline) whereas the Maintenance Bond does not have the same time line); in the following section, the Sureties again note the 3-year tail for claims on each Maintenance Bond | Comment noted. |
| 474 | DBMA 10.2.6.1 10.2.1.4 (a)(ii) | 134 135 131 | 39-40 1-5 32-35 | In Section 10.2.1.4 ADOT allows for separate Performance bonds to be provided for all Routine Maintenance {10.2.1.4(a)} and Capital Asset | No change will be made. See response to Question No. 268. |

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| | | | | <p>Replacement Work {10.2.1.4(b)}. Section 10.2.6.1 (b) allows flexibility as to who can provide the Maintenance Bonds, by allowing such bonds to be provided by a Subcontractor having a “direct Subcontract with Developer.” We request that ADOT further allow that the Subcontract may also be with the Lead Maintenance Firm, where the Lead Maintenance Firm is contracted to the Developer. The purpose here is to allow for the Performance Bond to be provided by the actual Subcontractor performing the work whether that Subcontractor is contracted directly to the Developer or the Lead Maintenance Firm. We recommend that the wording “<i>or Lead Maintenance Firm</i>” be inserted after the word “Developer” in line 1 on page 135.</p> <p>In conjunction with the above recommendation, Section 10.2.1.4(a)(ii) on page 131 would need to be deleted as the actual surety for the Subcontractor performing the Capital Asset Replacement Work would not be known until the Subcontractor is selected by either the Developer or the Lead Maintenance Firm.</p> | |
| 475 | DBMA 11.1.7(a) | 140 | 15-22 | <p>Per the question and response matrix question 270, ADOT has identified carriers that do accept non-vitiation clauses in PL policies. Please confirm:</p> <ol style="list-style-type: none"> a. Which markets has ADOT received confirmation from? b. With specificity, what policy wording is acceptable to ADOT and also available in the market? | <ol style="list-style-type: none"> a. Insurance carriers Allied World Assurance Company and Zurich have confirmed that professional liability policies meeting the non-vitiation requirements in DBMA Section 11.1.7(a) are available in the market, and that they would underwrite such policies. b. Both carriers have agreed to draft sample language meeting these requirements, and ADOT will provide such language to Proposers when received. Insurance carriers advise that the policy language is negotiated on a case by case basis. <p>ADOT does not endorse or prescribe the</p> |

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| | | | | | selection of insurance companies. |
| 476 | DBMA 11.1.13.2 | 143 | 26-36 | Please confirm that the intent of “no less than triennially” is that the required quotes from insurers will be required no more frequently than once every three years. Putting the program out for pricing more frequently than every three years will be contrary to the intent of insurance benchmarking as insurers will not be interested in quoting the project each year knowing that it is not likely they will successfully obtain the business. They will either decline to quote or will provide a high number that hasn't been given much underwriting attention. | Confirmed. |
| 477 | DBMA 11.2.6 | 149 | 5 | There appears to be a typo in the first sentence of this clause, replace the word “exceed” with “exceeding.” | Change will be made in Addendum #4. |
| 478 | DBMA 11.3.4 (b) and (c) | 150 | 20-24 | Section 11.3.4 covers "loss, damage or destruction to the Project from a risk or event covered by a builder's risk policy required by this Agreement or by deemed self insurance under Section 11.2.4" and "loss, damage or destruction caused by a Relief Event". Section 11.3.4(b) provides ADOT a right of set off in respect of any deemed self-insurance that Developer fails to pay to ADOT. However, for the reasons itemized in Section 11.3.4, Developer will be entitled to the proceeds of insurance, whether or not there is determination made that the Developer has deemed to self-insure the risk under Section 11.2.4. As such, please delete the language ", subject, however, to ADOT's right to set off such reimbursements by any deemed self-insurance that Developer fails to pay to ADOT" in clause (b) and delete the language "or deemed self-insurance under Section 11.2.4" in clause (c) | Section 11.3.4(b) will be clarified in Addendum #4. |
| 479 | DBMA 11.3.5 | 150 | 28-33 | Where no builder's risk insurance is in place and where damage or destruction is not attributable to a Relief Event or recoverable from a third party under per Section 11.4, Developer should not be deemed the insurer of last resort for ADOT's assets. This risk should remain with ADOT. Please amend this clause to read: "If the loss, damage or destruction to the Project is from a risk or | No change will be made. The asset is in the care, custody and control of Developer until final acceptance. |

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| | | | | event that this Agreement does not require to be covered by a builder's risk policy and the loss, damage or destruction is not attributable to a Relief Event, then Developer ADOT shall bear all schedule risk and all costs, including delay and disruption costs, for the repair or replacement Work to the Project, subject, however, to Developer's rights under Section <u>11.4</u> . | |
| 480 | DBMA 11.4.1 | 151 | 24-29 | The revision to this clause to define "vehicle" as only railroad train or aircraft is problematic. The Developer should not be held responsible for damage to the project caused by an automobile collision that is not the fault of the Developer. Please amend the definition to include "automobile, railroad train, or aircraft". We suggest the following language as is used in Section 14.4.6.3(b): "For purposes hereof, "vehicle" has the meaning set forth in Arizona Revised 22 Statutes Section 28-101, and also means railroad train and aircraft. | No change is necessary. Provision already states that "vehicle" includes the defined term in A.R.S. Section 28.101. |
| 481 | DBMA 11.4.3 | 151 | 34-38 | Please amend this clause to read "Sections 11.4.1 and 11.4.2 shall not apply to the extent Developer is entitled under this Agreement to compensation from ADOT for the cost to repair or replace the destruction or damage to the Project (e.g., Developer's damages in excess of Developer's obligation in respect of the Claim Deductible due to a collision described in clause (h) of the definition of Force Majeure Event). | Clarification will be made in Addendum #4. |
| 482 | DBMA 12.1.2 | 149 | 17-31 | Section 12.1.2 – The concept of a warranty trigger date be driven by a 3rd party acceptance of work is uncommon. Since this is an ADOT project, the warranty should be triggered by an ADOT acceptance and recommend changes be pursued. | No change will be made. |
| 483 | DBMA 12.1.2 | 151 | 18-29 | The concept of a warranty trigger date be driven by a 3 rd party acceptance of work is not realistic. The sureties believe that since this is an ADOT project, the warranty should be triggered by an ADOT acceptance and recommend changes be pursued. | No change will be made. |
| 484 | DBMA 13.2.3.2 (b)(iv) | 158 | 9-12 | 13.2.3.2 Contents of Draw Request (b) In addition to the requirements set forth in Section 13.2.3.2(a), no Draw Request shall be considered | No change will be made. Statute is not applicable. |

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| | | | | <p>complete unless it:</p> <p>"(iv) Includes affidavits of payment and unconditional waivers of claims in form satisfactory to ADOT executed by Developer and each Subcontractor with respect to all amounts paid in connection with the Draw Request submitted two months prior; and ..."</p> <p>We recommend that the text be modified to address and conform to Arizona State Legislature Revised Statute 33-1008. Waiver of lien.</p> | |
| 485 | DBMA 14.3.1 DBMA Exhibit 1 | 182 183 17 | 35-37 1-14 9-13 | <p>We continue to be concerned that the Claim Deductible imposes a potentially open ended exposure for unforeseeable Extra Work Costs on the Developer and would like to understand ADOT's reasoning for continuing to include such a deductible (which is likely to have a negative value for money impact on the price proposals). As noted in our previous comments, we propose that the Claim Deductible is amended to include an aggregate cap of \$500,000 on the total amount of Extra Work Costs for which the Developer will be responsible.</p> | No change will be made. |
| 486 | DBMA 14.4.1.1(a) | 177 | 25-31 | <p>It should be made clear that it is not commercially reasonable to require the Developer to implement a design modification which materially increases the cost of the Work. As such, please include a new limb (iv) at the end of this section as follows:</p> <p>"(iv) which, if implemented, would result in the Developer incurring Extra Work Costs of more than \$50,000"</p> | No change will be made. See response to Question No. 283. |
| 487 | DBMA 14.4.8 | 193 | 10 | <p>It appears that the Developer is not entitled to a pricing adjustment in the event of any changes in tax laws. This means the Developer needs to take into consideration the possibility of changes in the Arizona transaction privilege taxes that may be imposed on prime contracting activity over the duration of the DBMA (such as changes in the rate or the basis upon which the tax is imposed). Please amend this section to include changes in tax</p> | DBMA will be revised in Addendum #4 to provide compensation to Developer for any sales tax rate increase on materials incorporated into construction during the Maintenance Period, subject to Claim Deductible, and for reduction in compensation to Developer for any sales tax rate decrease on materials incorporated into |

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| | | | | laws. | construction during the Maintenance Period. See changes in definition of Change in Law and new Section 15.1.6.5 in Addendum #4. No other change will be made. |
| 488 | DBMA 14.4.14 DBMA Exhibit 1 NTP 3 Window | | | Is the Developer entitled to an extension of the schedule milestones only if delay in issuing NTP 3 is longer than 180 days? | No. Delay in issuing NTP 3 beyond the NTP 3 Window is a Relief Event. The NTP 3 Window is a 60-day period ending September 10, 2018. Issuance of NTP 3 after September 10, 2018 would be a Relief Event and the resulting delay would be a Relief Event Delay if it affects a Controlling Work Item. As provided in Section 14.6.1, such Relief Event Delay may entitle the Developer to extension of Completion Deadlines. |
| 489 | DBMA 15.1.4.2 and 15.1.5 | 201 | 36 | Please confirm ADOT's intent is that where ADOT in its "sole discretion" directs the Developer to proceed with an ADOT-Directed Change, and the adjustment to the Completion Deadline (or some other deadline) shall be determined in the future, ADOT will not assess Liquidated Damages or other delay type damages for delays related to any such ADOT-Directed Change. | The effect of Relief Events, including ADOT-Directed Changes, on extension of completion deadlines is set forth in Section 14.6 of the Agreement. |
| 490 | DBMA 17.1.2 - 17.1.3 | 207 | 15-41 | The ability to unilaterally adjust all aspects of the Noncompliance Event Tables, including Noncompliance Events, Noncompliance Points, Noncompliance Charges and cure periods after pricing creates significant staffing and pricing problems for Developer. Developer prices and staffs based on the Noncompliance Event Tables, the relative response and cure times and the assigned Points and Charges. When adjustments are made, even though the total number of Noncompliance Points and Charges do not increase, they may have a disproportionate effect on Developer staffing and cost. Developer respectfully requests Sections 17.1.2 and 17.1.3 be deleted in their entirety. Alternatively, the parties should agree to a mutual review of the functionality of the performance regime every 3 to 5 years, providing ADOT the rights requested in Sections | See revisions to these sections in Addendum #4. |

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| | | | | 17.1.2 and 17.1.3 but also providing the Developer a corresponding opportunity to review and comment, and if the Developer can reasonably demonstrate an impact on staffing, the parties can agree upon a mechanism for compensation in the event increased staffing is required because of any such ADOT requested change. | |
| 491 | DBMA 17.3 | 209-211 | 18-9 | ADOT is flushing out the Noncompliance Reporting; note the point assessment and cure periods, and that charges can be deducted from payments. The point thresholds appear to be in development that could trigger "persistent developer default". There does appear to be consideration for a qualified relief event. | Comment noted. |
| 492 | DBMA 17.3.1 | 210 | 23-28 | To reduce the risk premium that Developer's will include in their lump sum price to ADOT associated with the Noncompliance Regime, we recommend that a new section be added that caps the rolling noncompliance points unless ADOT provides notice to the Developer and the items that remain uncured. Recommended language is as follows: "Noncompliance points (for Category A or B)" shall be capped at a minimum of two (2) total cure periods, unless ADOT provides the Developer a subsequent cure notification and the noncompliance event remains uncured within the respective cure period." | The requested change will not be made. Addendum #4 will provide that upon Developer's request, ADOT will meet and confer regarding Non-Compliance Events with repetitive failures to cure. |
| 493 | DBMA 19.1.1(f) | 216 | 25-28 | In conjunction with Exhibit 11-1 and 11-2, Net worth maintenance is no longer covered by the bonds. However, there is a gray area as to whether or not failure to provide/maintain a net worth guarantee pursuant to 10.4.6 constitutes a default under the contract. In order to resolve the ambiguity whether a failure to maintain a net worth guarantee constitutes a default, the Sureties would suggest adding clarifying language that explicitly states that it does not constitute a default. | Failure to maintain net worth guarantees is unequivocally a Developer Default. No change will be made in Section 19.1.1(f). Sections 10.2.5.2 and 10.2.5.3 will be revised in Addendum #4 to remove references to the Maintenance Guaranty. These sections are not intended to apply to Guarantees. |
| 494 | DBMA 19.2.2.2 | 225 | 3 | Please clarify that ADOT's approval rights with respect to the approval of Developer's remedial plan are subject to a good faith discretion standard. Please amend the language to read ", Developer shall, within 45 days after notice of the Persistent Developer Default, prepare and | Change will be made in Addendum #4. |

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| | | | | submit a remedial plan for ADOT approval <u>in its good faith discretion.</u> " consistent with ADOT's approval of Developer's Recovery Schedule during the D&C Period under 110.06.2.10 of the TPs. | |
| 495 | DBMA 19.2.3.2 | 225 | 39 | If "at any time" the Project Asset Condition Score is less than the Target Asset Condition Score, Developer shall have 30 days to prepare and submit a remedial plan. This reads as a rolling and continuous requirement for which the 30-day requirement to submit a remedial plan would be triggered at the moment of noncompliance. Please revise "at any time" to be consistent with 19.1.1(w) which gives the cure period as "within 30 days after such notice is delivered". | No change is necessary. Asset Condition Scoring happens at specified intervals. The phrase "at any time" is intended to capture the fact that there will be repeated rounds of Asset Condition Scoring, not that it is a rolling and continuous requirement. |
| 496 | DBMA 19.2.5 | 220 | 22-36 | Under the RFP Section 19.2.5, it appears that ADOT can draw down funds from the Performance Bond upon an Event of Default, without terminating, even if the Default is cured. This would be an issue due to the fact that if Developer is able to cure the default, there should be no condition for a drawdown. | No change will be made. An Event of Default can cause damages to ADOT. Curing of that Default may stop the accrual of damages, but the damages accrued in the mean time are payable and therefore recoverable from the performance bond if not paid by the Developer. |
| 497 | DBMA 19.2.6 | 220 | 22-36 | Section 19.2.6 of the DBMA attempts to delineate that a bond is an instrument on which Oblige will make "demand" versus letters of credit and other performance guarantee instruments on which they may "draw on". The sureties feel there is ambiguity in this language and suggest Section 19.2.6 be clarified as outlined below: "Upon the occurrence of an Event of Default and without waiving or releasing Developer from any obligations, ADOT will be entitled to make demand upon and enforce any bond, and make demand upon, draw on and enforce and collect any letter of credit, guaranty or other performance security available to ADOT under this Agreement with respect to the Event of Default in question. Where access to a bond is to satisfy damages owing, ADOT will be entitled to make demand regardless of whether the Event of Default is subsequently cured. Where access to a letter of credit or other performance security is to satisfy damages owing, ADOT will be | With respect to access to a bond, Addendum #4 will use the words "demand and enforce." No other changes will be made. |

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| | | | | entitled to make demand, draw, enforce and collect, regardless of whether the Event of Default is subsequently cured. ADOT will apply the proceeds of any such action to the satisfaction of Developer's obligations under this Agreement, including payment of amounts due ADOT. The foregoing does not limit or affect ADOT's right to give notice to or make demand upon and enforce any bond, and make demand upon, draw on and enforce and collect any letter of credit, guaranty or other performance security, immediately after ADOT is entitled to do so under the bond, letter of credit, guaranty or other performance security. | |
| 498 | DBMA 20.4.3 | 238 239 | 28-39 1-13 | To better promote a cooperative working relationship during the D&C Period, we recommend that ADOT adopt a similar "grace period" regime for noncompliance points during the D&C Period similar to the Maintenance Period in the referenced sections. A grace period regime will reduce the risk profile on the project and will likely result in a lower lump sum price to ADOT. | No change will be made. |
| 499 | DBMA 20.9.1.2(c) | 239 | 12-14 | <p>The Developer accepts that certain categories of indemnified third party losses should be uncapped. However, given the breadth of the Developer's indemnification obligation, we object to a blanket exclusion of any and all third party claims from the liability cap as this could potentially expose the Developer to uncapped liability for private nuisance or economic torts - which we consider to be inappropriate. Consistent with established precedent in the North American P3 market, we propose that §20.9.1.2(c) be amended as follows:</p> <p>"(c) Losses incurred by any Indemnified Party Losses relating to the following:</p> <p>(i) third party property damage or destruction claims;</p> <p>(ii) personal injury or death; and/or</p> <p>(iii) any third party intellectual property or patent rights,</p> | No change will be made. See response to Question No. 301. |

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| | | | | <p>in each case relating to or arising out of Developer's indemnities set forth in Sections 6.8.9 and 21.1, related to the D&C Work or occurring during the Construction Period;"</p> <p>A similar amendment should also be made to §20.9.2.2(c) and 20.10.2(c)</p> | |
| 500 | DBMA 20.9.1.3 | 239 | 22-24 | <p>20.9.1.3 Any claims by third-party owners of facilities or improvements within the D&C Work shall not reduce or erode the amounts described in Section 20.10.1.1.</p> <p>No such section as 20.10.1.1 exists.</p> | See revisions to Section 20.9.1.3 of the Agreement in Addendum #4 to change reference to Section 20.9.1.1 of the Agreement. |
| 501 | DBMA 20.10(f) | 241 | 16-18 | <p>We are concerned that the current drafting of this section is too broad and that, by referring to amounts that the Developer may owe or be obligated to reimburse under the DBM Agreement, this section could be interpreted as excluding any and all liability incurred by the Developer to ADOT under the Contract Documents from the waiver of consequential damages. This would effectively render the limitation on consequential damages meaningless – which we assume is not ADOT's intent. Also, given the existing exclusion in §20.10.2(d) we are unclear as to what amounts ADOT is seeking to address in this section other than ADOT's Recoverable Costs.</p> <p>We propose that this drafting is clarified as follows:</p> <p>"(f) Amounts Developer may owe or be obligated to reimburse to ADOT under the express provisions of the Contract Documents which set out the manner in which , including, subject to any agreed scope of work and budget, ADOT's Recoverable Costs."</p> | No change will be made. See response to Question No. 310. |
| 502 | DBMA 22.2.7.1 | 260 | 1 | Where delay in performance of the Work may be necessary to mitigate Developer damages for which ADOT is liable, and where the Developer has a duty to mitigate such damages and ADOT may not be liable for damages which could have been mitigated by Developer, | No change will be made. In the unlikely event that Developer could actually persuade ADOT that slowing down the job would reduce ADOT's damages, it would be in ADOT's interest to allow it. |

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| | | | | <p>the Developer should be allowed to delay the pace of its work for purposes of damage mitigation. As such, please confirm ADOT's intent is that at all times during Dispute Resolution Procedures, Developer and all Developer-Related Entities shall continue with the performance of the Work and their obligations, including any disputed Work or obligations, diligently and without delay, in accordance with the Contract Document, except to the extent Developer delays the pace or the Work or the performance of disputed work or obligations to mitigate damages for which ADOT is otherwise liable.</p> | |
| 503 | DBMA 25.12 | 288 | 14 | <p>The state of Arizona and certain local taxing authorities in Arizona impose transaction privilege taxes on the gross receipts of prime contractors. If the Developer subcontracts D&C to a Subcontractor and Maintenance Services to another Subcontractor, has ADOT obtained a determination from the Arizona Department of Revenue as to the party responsible for payment of the prime contracting transaction privilege taxes?</p> | No. |
| 504 | DBMA Exhibit 1 Betterment | 12 | 12 | <p>Betterment, Item (g) states what is specifically excluded from the definition of a Betterment: "Any discretionary decision by a Utility Owner that is contemplated within a particular standard described in clause (f) above." Item (f) states: "Any upgrading required by the Utility Company's written "standards" meeting the requirements described in Section DR 430 of the Technical Provisions;"</p> <p>Item (g) appears to place far too much latitude in the hands of the Utility Owners to characterize what is a legitimate Betterment as something that is being required as a result of their "discretionary decision". Please delete clause (g) or otherwise confirm that it is ADOTs intent that the basic scope of Utility relocation work requires such relocated utilities perform as they did prior to the relocation, that relocated utilities comply with all relevant legal requirements, and that all other changes to the relocated Utilities (including meeting the Utility's own current standards) shall be treated as Betterments.</p> | The definition of "Betterment" will be clarified in Addendum #4. Among other things, clause (g) will be deleted. |

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| 505 | DBMA Exhibit 1 Claim Deductible | 16 | 17-21 | We remain concerned with the potential exposure for Delay Costs and delays to the Critical Path in respect of the Claim Deductible, as such, we respectfully request clause (b) of the definition be reduced to "the amount equal to the Delay Costs for the first ten <u>five</u> days of delay to the Critical Path due to the Relief Event, subject to an aggregate cap of 400 <u>50</u> days". | No change will be made. |
| 506 | DBMA Exhibit 1 DBMA 13.2.6 DR 470.4.4 | 24 46 162 204-205 | 24-25 29-31 8-36 37-43/1-3 | We note the definition of Draw Request and Payment Submittal pursuant to DBMA Exhibit 1. Please note and correct the references in DBMA Sections 13.2.6, Payment by ADOT, and DR 470.4.4, Payment of Property Owners and Displacees, to the term Payment Request, which is not defined. Is the term Payment Request correct or should this be Draw Request or Payment Submittal? | Addendum #4 will change "Payment Request" in Section 13.2.6 of the Agreement to "Draw Request." The term "Payment Request" refers to the title of an existing ADOT form. |
| 507 | DBMA Exhibit 1 Flood Event | 30 | 17 | There appears to be a typo, please correct "in excess of 1500 cubic feet for second" to read "in excess of 1500 cubic feet <u>per</u> second". | Change will be made in Addendum #4. |
| 508 | DBMA Exhibit 1 | 41 48 | 21-25 22-29 | We note that the definition of Professional Services in DBMA Exhibit 1 implies that Maintenance Services is part of Professional Services, "all Work performed under the Agreement other than Construction Work." Suggest revised definition for Professional Services as "all Work performed under the Agreement other than Construction Work and Maintenance Services". | Change will be made in Addendum #4 to exclude Routine Maintenance. |
| 509 | DBMA Exhibit 1 Relief Event | 53-55 | 16 | Similar to the Relief Event clause (g) in respect of a Utility Company Delay, please add a Relief Event for any delays to the Critical Path caused by a failure of UPRR to negotiate and execute the UPRR Construction and Maintenance Agreements or UPRR's failure to timely perform its obligations under the applicable, executed UPRR Construction and Maintenance Agreements. | No change will be made. See response to Question No. 461. |
| 510 | DBMA Exhibit 6 | | | Will there be any further changes to DBMA Exhibit 6 and ITP Form M-2. | The maximum cumulative draw schedule is under continuing consideration. Any changes will appear in Addendum #5. |
| 511 | DBMA Exhibit 7 §3.02 | 5 | N/A | The boxes for "Construction & Maintenance Subcontractor Request Form" and "Professional Services Sub consultant Request Form" are not aligned with the | Per Addendum #2, these forms are now exclusively at DBMA Exhibits 5-1 and 5-2, and boxes have been aligned. |

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| | | | | correct Exhibit 5-1 to Agreement and Exhibit 5-2 to Agreement. | |
| 512 | DBMA Exhibit 10 §10.2 | 125-130 | 38-18 | The Sureties need to understand the issue of the extension of the Maintenance Bond term through either a release of the original bond from ADOT or a rider adjusting the amount and changing the new expiry date, with the preference being the former. If the former option is taken in that a release of the original bond will be provided, the contract should reflect the express conditions that once met, will allow for the release of the bond. The intent here is to ensure that the Surety does not have cumulative exposure under two bonds at any time. Please provide clarification around the bond amounts of the required maintenance bonds for the 5 year terms, as discussed in the calculation options in Section 10.2. | See response to Question No. 37. Release of a Maintenance Bond occurs at the end of the three year tail period. Accordingly that Maintenance Bond will be outstanding during the first three years of the next Maintenance Bond, but the two bonds cover entirely separate obligations. |
| 513 | DBMA Exhibit 10-3 | NA | NA | Finally, the documents refer to Multiple Oblige Rider adding the ADOT as an Ultimate Oblige. Why would this rider be needed if ADOT is the Oblige on the Performance and Payment Bond form? | Because the DBMA allows the Lead Maintenance Firm to post the bond, rather than Developer, in which case Developer will be the Oblige and ADOT would have to be an additional Obligee. |
| 514 | DBMA Exhibit 12 §1(b)(iii) | 1 | 24-28 | Please clarify that the offices and personal property therein may be insured under the Developers' personal property insurance in lieu of builders risk and ask that they amend the requirement to read "(iii) if not otherwise insured under a property insurance policy, the collated office..." | Yes, a personal property policy may be used, as builder's risk does not cover personal property. Clarification will be made in Addendum #4. |
| 515 | DBMA Exhibit 12 §3(f) | 5 | 5-8 | Please clarify the intent of this clause. Since general liability is not intended to be first party property insurance and damage to the referenced property is covered elsewhere in the requirements, perhaps the intent is for the description of the Project to include the offices with respect to liability coverage. It may be advisable to delete this section as written and instead insert "(f) any description of the Project included in the policy or restricting coverage to a project site shall include the collocated office and ADOT's field offices as described in Sections 110.05.02 and 110.05.3 of the Technical | Clarification will be made in Addendum #4. The intent is to include the offices with respect to liability coverage. |

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| | | | | Provisions and all areas appurtenant thereto." | |
| 516 | DBMA Exhibit 12 §8.(b) | 9 | 17-20 | <p>"As an alternative to subsection (a) above, Developer may elect to procure and keep in force, and cause the Lead Engineering Firm to procure and keep in force, two policies of professional liability insurance as specified in subparagraphs (i) through (vi) below."</p> <p>Is it ADOT's intent that the Lead Engineering Firm provides the two policies? The wording is not clear.</p> <p>Is the intent that the Developer procures the "contractor's protective professional indemnity policy that provides coverage of Developer and the Lead Subcontractor" and the Developer causes the Lead Engineering Firm to procure and keep in force an insurance policy shall provide coverage of liability of the Lead Engineering Firm and all Subcontractors at all tiers under the Lead Engineering Firm performing the Professional Services?</p> | Clarification will be made in Addendum #4. |
| 517 | DBMA Exhibit 12 §8.(b) (ii) | 9 | 29-30 | <p>"(ii) The insurance policy for the Lead Engineering Firm and Subcontractors ..."</p> <p>Is the intent "(ii) The insurance policy for the Lead Engineering Firm and all Subcontractors at all tiers under the Lead Engineering Firm performing the Professional Services ..."?</p> | Yes; clarification will be made in Addendum #4. |
| 518 | DBMA Exhibit 12 §8.(b) (iii) | 9 | 29-30 | <p>"(iii) The insurance policy for the Lead Engineering Firm and Subcontractors shall provide ..."</p> <p>Is the intent "(iii) The insurance policy for the Lead Engineering Firm and all Subcontractors at all tiers under the Lead Engineering Firm shall provide...?"</p> | Yes; clarification will be made in Addendum #4. |
| 519 | DBMA Exhibit 15-1 §15.1-02 | 1 | 4th Column | The listed minimum performance standard for a breach is too broad. For example, a Developer team could be in breach if drapes are provided versus blinds in the office. Recommend changing the sentence to: "Comply with the requirements of the Section GP 110.05.2 of the Technical Provisions regarding office facilities and equipment. | See revisions to Item No. 15.1-02 of DBMA Exhibit 15-1 in Addendum #4. The item will be limited to operating and maintenance requirements and the cure period will be shortened where life, safety, or habitability is affected. |

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| 520 | DBMA Exhibit 15-1 §15.1-04 | 1 | 4th Column | Propose changing the minimum performance standard to the following: "Provide ADOT and ADOT's Authorized Representative(s) with a list of all Subcontracts, Subcontractors, guarantees of Key Subcontracts and the guarantors with each monthly report required in accordance with Section 9.4 of the Agreement. | See revisions to Item No. 15.1-04 of DBMA Exhibit 15-1 in Addendum #4. |
| 521 | DBMA Exhibit 15-1 §15.1-04 | 1 | 6th & 7th Column | Recommend changing the Cure Period from 7 Days to 14 Days and the Assessment Category from "B" to "A". | No change will be made. |
| 522 | DBMA Exhibit 15-1 15.1-06 | 1 | 4th Column | The listed minimum performance standard for a breach is too broad. Recommend changing the reference section to "110.07.3" which ties the minimum performance standards to the "Submittals List". | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 523 | DBMA Exhibit 15-1 §15.1-07 | 1 | 4th Column | The listed minimum performance standard for a breach is too broad and most of the requirements pertain to the Developer versus subcontractors. Recommend changing the minimum performance requirements in " Section 3.4.8 " to the environmental and safety elements that involve subcontractors which are " DR420.2.4 (Environmental Commitments), DR420.2.5 Environmental Protection Training), 110.09.1 Safety Management ". | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 524 | DBMA Exhibit 15-1 §15.1-07 | 1 | 7th Column | Recommend changing the Assessment Category from "B" to "A" since this is a monthly report item. | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 525 | DBMA Exhibit 15-1 §15.1-07 | 1 | Entire Row | Recommend deleting this entire row since it is already addressed in item 15.1-07. | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 526 | DBMA Exhibit 15-1 §15.1-09 | 1 | 6th Column | Recommend changing "2" days to "7" days to allow time to mobilize new staff. | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 527 | DBMA Exhibit 15-1 §15.1-12 | 1 | 4th & 6th Column | The listed minimum performance standard for a breach is too broad. Recommend changing "DR420.2.3" to "DR420.2.3 Sections J to S". In addition recommend changing the cure period from "1 Day" to "5 Days". | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 528 | DBMA Exhibit 15-1 §15.1-13 | 1 | Entire Row | Recommend the entire row be deleted since this non-compliance is not needed. Section CR420.3.2.6 already addresses "non-compliance" and specifies cure time | Requested change will not be made, and cure period will be reduced to 4 days in Addendum #4. |

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| | | | | periods, etc. for erosion control deficiencies. | |
| 529 | DBMA Exhibit 15-1 §15.1-16 | 1 | 4th Column | The listed minimum performance standard for a breach is too broad. Recommend changing "CR425.2.3" to "CR 425.2.3.1.1 Meetings". | Reference will be changed to CR 425.2.3.1 in Addendum #4. |
| 530 | DBMA Exhibit 15-1 §15.1-19 | 1 | Entire Row | Recommend this row be deleted since the performance items are already addressed in items 15.1-17 and 18. | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 531 | DBMA Exhibit 15-1 §15.1-20 | 1 | 4th Column | The listed minimum performance standard for a breach is too broad. Recommend changing "Section 12" to "Section 12.2 and 12.3". | Reference will be changed to 12.3.1 in Addendum #4. |
| 532 | DBMA Exhibit 15-1 §15.1-21 | 1 | 4th & 6th Column | The listed minimum performance standard for a breach is too broad. Recommend changing "Section CR410 to 410.3.1" associated with ADOT survey monuments. The other items such as survey monuments, construction surveys, as-built records are the Developer's risk and tied to liquidated damages for late completion already. Recommend changing "7 Days" cure period to "14 Days" cure period. | Reference will be changed to 410.3.2 in Addendum #4. |
| 533 | DBMA Exhibit 15-1 §15.1-22 | 1 | 7th Column | Recommend changing the Assessment Category from "B" to "A". | Change will be made in Addendum #4. |
| 534 | DBMA Exhibit 15-1 §15.1-23 | 1 | Entire Row | Recommend deleting this entire item. The significant components of the Traffic Management Plan are the lane and shoulder closures. These items already have their own liquidated damages assessed to them and the noncompliance points are duplicative. | This Item No. will be deleted from DBMA Exhibit 15-1 in Addendum #4. |
| 535 | GP 110.02.4 | 10 | 30, 34 | Suggest changing "TWG Report" to "TWG meeting minutes". A report signifies a much higher level of effort to document a meeting than standard meeting minutes. | See revisions to Section GP 110.02.4 of the TPs in Addendum #4. |
| 536 | GP 110.05.2 | 17 | 22-29 | Does ADOT expect the IQF to collocate in the Developer's office along with ADOT and design and construction personnel? | This will be addressed in Addendum #5. |
| 537 | GP 110.06.2.8 | 37 | 1 & 3 | Item "J" states "Project" as an item in the monthly report and it is unclear if additional text is missing or not? Item "L" states "Monthly expenditure <i>projects</i> ..." and it is unclear what is meant by the word "projects". | See revisions to Section GP 110.06.2.8 of the TPs in Addendum #4. |

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| 538 | GP 110.08.2.4 | 52 | 11-12 | The Quality Manager is to establish and supervise the QA/QC program for design and construction while reporting to an executive officer. Under section 110.08.3.4 the IQF is responsible for the QA for construction and is to report jointly to the Developer's management team (we interpret this to include the Quality Manager) and ADOT. Please clarify the expectation of who the IQF should report to within the Developer's organization. | See revisions to Section GP 110.08.3.4 of the TPs in Addendum #4. |
| 539 | GP 110.09.2.2 | 66 | 11 | Would ADOT consider changing this requirement " <i>Developer shall cover all open trenches with steel plates where accessible to traffic</i> "? | See revisions to Section GP 110.09.2.2 of the TPs in Addendum #4. |
| 540 | GP 110.10.2.5.4.3 | 71 | 15-24 | This section states that the 4D Model Simulations must include the utility requirements in the contract documents. What specifically is ADOT looking to see in the 4D simulation pertaining to Utilities? Is it the utility requirements listed in GP110.10.2.5.4.2 (3D Model) or simply the above ground utilities? | See revisions to Section GP 110.10.2.5.4.3 of the TPs in Addendum #4. |
| 541 | GP 110.10.2.5.4.3 | 71 | 16 | What are the "key design features"? Is that up to the Developer to decide? | Proposer question/comment is under advisement and will be addressed at a later date. |
| 542 | GP 110.10.3 | 78 | Table 110-14 | In Table 110-14 it list the 3D models are to be submitted prior to the first preconstruction coordination meeting. However, the 4D simulation is listed as being submitted with every project schedule submittal. These requirements contradict each other because the 4D Simulations will be based on the 3D models. The 3D models will be developed as the design progresses and will not be available for the first schedule submittal. Suggest clarifying when the 4D Simulations are needed. | See revisions to Section GP 110.10.3 of the TPs in Addendum #4. |
| 543 | DR 416.2.2 | 94 | 23 | Insert "listed in Section DR 416.2.1 of the TPs" after "applicable standards". | No change. Developer to determine applicable standards unless otherwise specified in the Contract Documents. |
| 544 | DR 416.2.2 | 94 | 21-26 | Suggest moving last paragraph of Section 416.2.2 to Section 416.3.1. | No change. |
| 545 | CR 416.3.1 | 222 | 7-18 | Suggest changing the requirement for mechanical or sonic caliper test for all production holes to 10% of production holes. | No change. |

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| 546 | DR 419.3.3 | 101 | 19-20 | Can alternative pavement section material types be use for the shoulders that do not match adjacent pavement sections? | No change. |
| 547 | DR 419.3.4 | 101 | 32-33 | Can the AR-ACFC overlay be included in the pavement structural section? | No change. |
| 548 | DR 419.3.4 | 99 | 34 | We understand the use of AR-ACFC for noise mitigation purposes. Will ADOT consider alternative noise mitigation treatments on PCC pavement, such as, longitudinal tining or Next Generation Concrete Surface (NGCS) that have been shown to reduce pavement-tire noise? | No change. |
| 549 | DR 419.3.4.2 | 102 | 4 | Suggest revising this from "High side shoulder – place AR-ACFC to face of barrier or curb flowline" to "place AR-ACFC to 2 feet beyond the edge line/stripe". This has been implemented on previous ADOT projects below 3500 feet in elevation. | No change. |
| 550 | DR 420.3.9.1 | 112 113 | 37-42 1-7 | Please provide limits of wildlife crossing fencing for both deer and tortoise. Is tortoise fence only required at the multi-use crossings as defined or also along Pecos Road since Section 420.3.9.2 provides accommodations for culvert crossings? | See revisions to Section DR 420.3.9.1 of the TPs in Addendum #4. |
| 551 | DR 420.3.9.1 | 112 | 38-40 | Please provide requirements for the frequency of tortoise and deer ramps, jumps and limits of fencing. | See revisions to Section DR 420.3.9.1 of the TPs in Addendum #4. |
| 552 | DR 420.3.9.2 | 113 | 9-11 | Would ADOT consider changing the requirement for <i>"Developer shall design new drainage structures (pipes and culverts) between 17th Avenue and 51st Avenue of the Project to promote crossing by tortoises and riparian amphibians and reptiles; Developer shall:"</i> change to read <i>"Developer shall design new drainage structures (concrete box culverts) at six locations selected by ADOT between 17th Avenue and 51st Avenue of the Project to promote crossing by tortoises and riparian amphibians and reptiles; Developer shall:"</i> . | See revisions to Section DR 420.3.9.2 of the TPs in Addendum #4. |
| 553 | DR 430.2.4.1 | 117 | 35-37 | Section 430.2.4.1 states, "Final prior rights determinations have not been made for all Utilities on the Project and must be determined. Preliminary prior rights determinations are included in the RIDs." Currently, the DBMA does not provide for a relief event in the case that | See revisions to Section DR 430.2.4.1 of the TPs in Addendum #4. See definition of Relief Event and Inaccurate Utility Information in Exhibit 1 of the Agreement. |

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| | | | | a final prior rights determination conflicts with a preliminary prior rights determination. Furthermore, there is no language addressing an instance where a preliminary prior rights determination is not made or identified. Per discussions in one on one meetings, the proposer believes that it is the intent of ADOT to make these instances a relief event to avoid unnecessary additional cost related to the increased risk. Please include final prior rights determinations that differ from the preliminary prior rights determinations, or if a preliminary prior rights determination is not given as a Relief Event in the DBMA. | |
| 554 | DR 430.3.4 | 121 | 3 | Please clarify “no utilities will be allowed on or within any existing bridge or proposed bridges”. There are several existing bridges with existing utilities on or within them that are not in conflict with proposed improvements. Can these utilities stay in place? Suggest rephrasing to “No utilities will be allowed on or within any proposed bridges. No additional utilities will be allowed on or within any existing bridge to remain.” | See revisions to Section DR 430.3.4 of the TPs in Addendum #4. |
| 555 | DR 430.3.4 | 121 | 10-11 | What are the construction limits for the SRP Irrigation siphons? This could be replacement from 1) manhole to manhole inside of ROW, 2) ROW to ROW, 3) the actual siphon portion of the pipe which extends past the ROW line as far north as McDowell Rd. | See revisions to Section DR 430.3.4 of the TPs in Addendum #4. |
| 556 | DR 430.3.8 | 122 | 9-11 | Section 3.2.8 of the ADOT <i>Guidelines for Accommodating Utilities on Highway Right-of-Way</i> applies to proposed utilities only since it says “may be installed” and “shall be placed” in several locations throughout the section. Please clarify ADOT’s intent of the section. | The ADOT <i>Guidelines for Accommodating Utilities on Highway Right-of-Way</i> applies to both existing and proposed Utilities, unless otherwise specified in the Contract Documents. |
| 557 | DR 430.3.8 | 122 | 13-15 | Since existing utilities crossings that are non-pressurized do NOT require encasement provided that the strength of the utility line is capable of withstanding the load, is the converse true: that existing pressurized crossings require encasement? If so, under what conditions? | Developer shall determine if existing or proposed pressurized crossings require encasement in accordance with the ADOT <i>Guidelines for Accommodating Utilities on Highway Right-of-Way</i> and the Contract Documents. |

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| 558 | DR 440.3.1 | 129 | 24-26 | Please provide the "Variances to the minimum access control requirements are included in the RIDs." | See TP Attachment 440-3 in Addendum #4. |
| 559 | DR 445.2.2 | 136 | 11-22 | Please clarify DR 445.2.2, Data Collection, specifically with respect to Developer's responsibility to "videotape or photograph existing drainage elements in the Project ROW that are planned to remain in place to determine its condition, size, material, location, and other pertinent information when documentation is not available." Please provide the list of all drainage elements which are planned to remain in place according to the Schematic Design along with relevant documentation. Further, please clarify what obligation the Developer has beyond the responsibility noted above to any needed improvements to the drainage elements? | No change. |
| 560 | DR 445.3.4.1 | 138 | Table 445-2 | Must the Developer meet the requirements of Table 445-2 if they are simply extending or protecting in place an existing culvert? Would the Developer have to modify or replace the existing culvert if the existing culvert was designed to a different storm frequency? | Yes; and yes. |
| 561 | DR 445.3.5.B | 140 | 23-30 | Suggest revising this criteria to allow for the use of a grid-based rainfall-runoff model such as FLO-2D as an alternate to HEC-HMS. The FCDMC's ongoing Ahwatukee Foothills ADMS study is utilizing this model software resulting in reduced flows compared to HEC-HMS. This would result in reduced box culvert sizing for the cross culverts. | No change. |
| 562 | DR 450.2.4 | 147 | 15-18 | Based on the poor survivability rate of transplanted large diameter native woody vegetation, we suggest modifying the requirement for salvage of native woody vegetation from "at least 4 inches" to "between 4 inches and 8 inches". | No change. |
| 563 | DR 450.3.1 | 144 | 33-37 | States rustication to be as shown on Exhibit L2.34 of LAADCR. This specifies under note 1. Minor Accents shall occur at 120' intervals. This frequency is far too busy for freeway speeds. Request frequency be revised to 300' intervals. | No change. |
| 564 | DR 450.3.2.1.2 | 155 | 34-41 | Please clarify how "salvageable plants" will be determined. The native plant inventory provided shows | See revisions to Section DR 450.3.2.1.2 of the TPs in Addendum #4. |

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| | | | | 29% of the saguaros listed as salvageable to be 20 feet or more in trunk length including arms. In additional, 14% of the barrel cacti were greater than 3 feet in height. ADOT Research Center has shown that these large cacti have a low survivability rate. Will these large cacti be required to be relocated? | |
| 565 | DR 450.3.4 | 159 160 | 30-38 1-10 | Appears to be a conflict within this section regarding sizing of the decomposed granite and granite mulch. First paragraph states "Developer shall provide decomposed granite and granite mulch in a gradation that minimizes erosion (rilling of the slopes)." The next paragraph specifies the size and gradation per Table 450-4. Suggest modifying the section to allow for proper sizing of the decomposed granite or granite mulch to be sized by the Developer to minimize erosion on slopes; then use 1 ¼ inch minus granite mulch in all areas where erosion is not a governing factor. | See revisions to Section DR 450.3.4 of the TPs in Addendum #4. |
| 566 | DR 450.3.4 | 159 | 36-39 | "All ground surfaces within the Project limits not paved with asphalt or concrete must receive 1 ¼ inch minus granite mulch" is contradictory to the seeding requirements in DR 450.3.2.1.6. Detention basins, storm water channels, and maintenance access roads would also be exempted as described in the Landform Graphics requirements. | See revisions to Section DR 450.3.4 of the TPs in Addendum #4. |
| 567 | DR 450.3.4 | 160 | 10 | Please change "1:1 (H:V)" to "1.5:1 (H:V)". | See revisions to Section DR 450.3.4 of the TPs in Addendum #4. |
| 568 | CR 450.3.1.1 | 268 | 14-16 | Would ADOT consider changing the requirement for "Mockups for each Aesthetic Area shall be placed on site in the respective Aesthetic Area in context with the environment of the intended rustication pattern" to "Mockups for each Aesthetic Area shall be placed on site in a common location select by the Developer" | See revisions to CR 450.3.1.1 of the TPs in Addendum #4. |
| 569 | CR 450.3.2.1 | 269 | 8-11 | Due to the lack of natural yearly rainfall in the project area would ADOT consider changing the requirement for seeding growth coverage success rate from 80 percent to 50 percent and the bare spot requirement from 8 square inches to 2 square feet and barren areas not exceeding 50 percent of the total seeded area? | No change. |

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| 570 | DR 455.3.4 | 167 | 9-10 | Please clarify if Geosynthetic Reinforced Soil - Integrated Bridge System (GRS IBS) are considered "mechanically stabilized earth (MSE) walls" in this section. | Yes. |
| 571 | DR 460. 3.3 | 175 176 | 34-40 1-11 | As is typical practice for ADOT, are Developers required to place thermoplastic on the AR-ACFC prior to placement of the preformed plastic pavement markings? | No. |
| 572 | DR 460.3.3 | 176 | 1-8 | The minimum retro-reflectivity values specified are far greater than typical highway standards and will result in a significant increase in maintenance interventions and associated cost in the bid to ADOT. FHWA and ADOT both currently maintain a minimum 100 millicandelas level. We request changing the requirements for all final pavement markings to meet the 100 mcd/m ² /ln requirement. | No change. Note Section DR 460.3.3 of the TPs contains design standards. Maintenance standards are set forth in TP Attachment 500-1. |
| 573 | DR 460.3.4 | 176 | 27 | This section of the technical provision states: "All signs and support structures must be new." Does this apply to existing overhead sign structures and/or guide sign panels on I-10 Papago within the Project limits that are not affected by construction and could remain in place or easily be relocated; i.e. shifting a sign panel on an overhead sign bridge to accommodate a lane configuration change? | See revisions to Section DR 460.3.4 of the TPs in Addendum #4. |
| 574 | DR 460.3.4 | 176 | 27 | This section of the technical provision states: "All signs and support structures must be new." Does this apply to existing overhead sign structures and/or guide sign panels on I-10 Papago, I-10 Santan, and SR 202L outside the project limits where existing guide sign panels must be modified due to configuration changes of the project; i.e. if a new sign panel must be added to an existing sign structure, must the entire sign structure be replaced? | See revisions to Section DR 460.3.4 of the TPs in Addendum #4. |
| 575 | DR 460.3.6 | 178-180 | NA | General - Will the Developer be required to provide to the City Of Phoenix a LED Lighting System? | Section GP 110.01.2.1 of the TPs provides "For all other Non-Maintained Elements, Developer shall design and construct in accordance with the applicable Governmental standards, manuals, and guidelines, unless otherwise specified in the Contract Documents." |

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| 576 | DR 460.3.6 | 178 | 12-14 | Will the Lighting System for the City of Phoenix be designed to "AASHTO Roadway Lighting Design Guide, the ADOT Standard Specifications for Road and Bridge Construction, and the ADOT Standard Drawings" or to the COP requirements? | Proposer question/comment is under advisement and will be addressed at a later date. See Section GP 110.01.2.1 of the TPs. |
| 577 | DR 460.3.6 | 178 | 12-17 | Section 460.3.6 states, "The lighting system must be a continuous LED lighting system that provides illumination and uniformity levels on the highway in accordance with the AASHTO Roadway Lighting Design Guide." The AASHTO Roadway Lighting Design Guide could be interpreted to not require lighting along the entire length of the project. Is it ADOT's intent that continuous lighting system is to mean from one end of the project to the other without any gaps? | Yes. |
| 578 | DR 460.3.6 | 178 | 14-17 | Due to the rural nature of the alignments through the South Mountain area, suggest revising the requirement to "The lighting system must be a continuous LED lighting system, except between 17th Ave and 51st Ave where rural lighting standards can be used, that provides illumination and uniformity levels on the highway in accordance with the AASHTO Roadway Lighting Design Guide." | No change. |
| 579 | DR 460.3.6.1 | 179 | 21-40 | Section 460.3.6.1 mentions the following items: ADOT frontage road, ADOT crossroad, City Frontage Road, and City streets and crossroads. However, these terms are not used elsewhere in the document and there is no identification as to which frontage roads and crossroads are ADOT or City. Please advise. | See revisions to Section DR 460.3.6.1 of the TPs in Addendum #4. Also see Third-Party Agreements in a future Addendum #5. |
| 580 | DR 462.3.1.2 | 183 | 15 | Can the normal two-foot right and left shoulder requirement be used to comply with section DR 462.3.1.1 F "The minimum 2-foot lateral reaction distance on the traffic for any temporary or permanent barrier device, including portable temporary concrete barrier"? | No, except when barrier wall separates opposing lanes of traffic. |
| 581 | CR 462.3.2.2 D | 282 | 8, 9 & 14 | Is this requirement intended to be used for all cross roads, Pecos and 59th AVE "Developer shall use temporary guardrail or barrier and attenuators to protect the travelling public from, at a minimum, the following: D. Separate opposing travel lanes; and" | See revisions to CR 462.3.2.2 D of the TPs in Addendum #4. |

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| 582 | DR 466.2.1 | 189 | Table 466-1 6-8 | Will ADOT allow ITS devices other than ramp meters and their detectors to share cabinets when located in close proximity? | CCTV in close proximity may be combined with detection cabinets. |
| 583 | DR 466.2.3 | 189 | 14-16 | Section 466.2.3 states, "Developer shall prepare an ITS inventory of existing ITS elements within the Project ROW. The ITS Inventory must include items outside the Project ROW, where necessary, to show how the existing ITS is to function with the proposed ITS to provide a complete and functional ITS." Understanding that it will be an ADOT Directed Change for replacement/work of ITS elements on I-10, is the Developer responsible for the cost of relocation of ITS elements if they are in conflict with the Work, or will this also be an ADOT Directed Change? | Yes. |
| 584 | DR 466.3.3.1 | 191 | 3-5 | Given that ADOT is now using a Gigabit fiber optic Ethernet system, a communication ring redundancy can be established using fiber on one side of the freeway. Suggest revising the sentence from "Developer shall design the ITS backbone communication network as a redundant system located on both sides of the freeway and in accordance with the ADOT Intelligent Transportation System Design Guide" to "Developer shall design the ITS backbone communication network as a redundant system in accordance with the ADOT Intelligent Transportation System Design Guide". | No change. |
| 585 | DR 466.3.3.5 | 191 | 31-44 | Will the developer be required to install Ramp Meters at their expense as future warrants require for the 30 year maintenance term or will ADOT install new Ramp Meters? | No. |
| 586 | CR 466.3.1 | 283 | 14-19 | Define the existing ITS components that currently provide "ITS functionality" for "freeway management, incident management, and traveler information to the public". <ul style="list-style-type: none"> Does maintenance of the closed circuit television cameras and dynamic message signs meet this requirement? Traffic detection loops in the mainline lanes and ramp lanes are often turned off through the construction zone; is this the intent of ADOT? | CCTV, DMS, and fiber must remain operational. <ul style="list-style-type: none"> Yes Detection loops may be turned off for the durations specified in Section CR 466.3.1 of the TPs. |

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| 587 | MR 200.2.1.A | 290 | 12-20 | Please clarify MR 200.2.1.A, Modification to Standards for Certain Maintenance Services, specifically with respect to "materials, equipment, and facilities" and "equipment, materials or parts." | See revisions to Section MR 200.2.1 of the TPs in Addendum #4. |
| 588 | MR 400.4.1.1.1 | 303 | Table 400-1 20 | In the Description for a Rating of "D", the performance criterion is based on, "reflective cracks due to the transverse weakened plane joints are not kneading back together due to the tire interface with the friction course". However, without a physical measurement, this requirement is subjective and potentially open to dispute. Please provide an objective, physical measurement that can be used to determine conformance with this requirement. For example, require a maximum step height of 1/2 inch based on a level, 3-ft straightedge placed on top of the AR-ACFC above the joint. | Proposer question/comment is under advisement and will be addressed at a later date. No change. |
| 589 | MR 400.7.1 | 305 | 4-8 | Please provide as-built constructions plans and maintenance records as RID's for the Control Segments listed in Table 400-2. | ADOT will provide all available information for the Control Segments in the RIDs. |
| 590 | MR 501.3 | 313 | Table 501-1 Ref. 5.1 | Table 501-1, Bridges, 45 years Remaining Useful Life / Performance Requirement; Modify components/additional terms to exclude paint on concrete which may not have a 40 year handback. Suggest changing from "structural steel coatings" to "coatings". | See revisions to Section MR 501.3 of the TPs in Addendum #4. |
| 591 | MR 501.3.1 | 313 | Table 501-1 | Bridges include all components except expansion joints and structural steel coatings. This would imply that concrete coatings need to have a 40 Year handback which is unreasonable. | See revisions to Section MR 501.3 of the TPs in Addendum #4. |
| 592 | TPA 420-1 ROD | 2 38 | N/A N/A | SOC-2 states that ADOT will coordinate during the design phase to designate necessary utility corridors for relocations where appropriate. Additional NEPA or technical resource approvals under such areas as Section 106 could be required and delay this work. Were these areas cleared under the EIS including Section 106? If not, ADOT needs to include relief for any delays due to these requirements. | If Developer's design of the Utility corridor is within the Schematic ROW, the area was cleared under the EIS. If Developer's design of the Utility corridor is outside the Schematic ROW, it has not been cleared. See Section 14.4.1 of the Agreement regarding Necessary Schematic ROW Changes. |
| 593 | TPA 500-1 | 1 | Ref. 1.1 | Developer suggests changing "paved surfaces" to "travel lanes". | No change. |

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| 594 | TPA 500-1 | 1 | Ref. 1.2 | Please clarify the meaning of "significant litter" and why the temporary repair time is less? | No change. There is no temporary repair time for Ref. 1.2. Developer shall permanently remove the litter. |
| 595 | TPA 500-1 | 1 | Ref. 1.3 | Permanent repair: Typical sweeping cycles are 2 weeks. 1 week cycles will be cost prohibitive. Suggest 2 weeks for all areas because unswept areas by definition will exist prior to the next scheduled cycle. | See revisions to TP Attachment 500-1 in Addendum #4. |
| 596 | TPA 500-1 | 1 | Ref. 1.5 | 24 hours for irrigation may be inadequate depending on nature of failure. Developer suggests 72 hours for irrigation. | No change. |
| 597 | TPA 500-1 | 3 | Ref 2.2 | Recommend adding a length criteria to the edge drop off measurement record, such as "Repair when: Abrupt vertical differential between the shoulder and adjacent unpaved surface reaches 2 inches for any 50 foot length." | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to TP Attachment 500-1 in Addendum #5. |
| 598 | TPA 500-1 | 4 | Ref. 2.4 | Developer suggests a temporary repair of potholes at 48 hours. Currently potholes are N/A. | See revisions to TP Attachment 500-1 in Addendum #4. |
| 599 | TPA 500-1 | 5 | Ref. 2.9 | "Pavement ride for AC pavement only". Is a composite pavement AR-ACFC over PCC classified as an AC Pavement? | No. |
| 600 | TPA 500-1 | 5 | Ref. 2.9 | "All roadways have a smooth surface course (including bridge decks)". Bridge decks, expansion joints, and bridge abutments are typically excluded from IRI reporting as they are known to influence IRI values (higher IRI that is not representative of the roadway). These elements should be excluded not included. | See revisions to TP Attachment 500-1 in Addendum #4. |
| 601 | TPA 500-1 | 3 | Ref. 2.9 | If bridge decks, approach and anchor slabs are not covered with AR-ACFC will ADOT consider removing these elements from IRI requirements based on industry standards? Temporary restoration of IRI is not possible, will ADOT make this N/A. | See revisions to TP Attachment 500-1 in Addendum #4. |
| 602 | TPA 500-1 | 5 | Ref. 4.3 | Developer suggests 6 weeks permanent repair for large sign panels. 6 weeks minimum for large panel fabrication. Temporary mitigation could be the use of portable message board. | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to TP Attachment 500-1 in Addendum #5. |

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| 603 | TPA 500-1 | 6 | Ref. 4.4 | Identification and location of short circuit in underground conductors can take a full day. 2 hour restoration of electrical supply - including short circuits, dis-functional panel boards, etc. will require up to 72 hours. | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to TP Attachment 500-1 in Addendum #5. |
| 604 | TPA 500-1 | 6 | Ref. 4.5 | Developer is unsure what temporary repair of pavement marking entails. Suggest changing to N/A. | No change. |
| 605 | TPA 500-1 | 6 | Ref. 4.6 | Developer suggests temporary repair time excludes loops. | Proposer question/comment is under advisement and will be addressed at a later date. See revisions to TP Attachment 500-1 in Addendum #5. |
| 606 | TPA 500-1 | 6 | Ref. 5.1 | Severity of various types of damage makes repair time variable. Developer suggests "within a reasonable time frame as determined by ADOT". | Proposer question/comment is under advisement and will be addressed at a later date. No change. ADOT will prepare the bridge inspection reports that include the time frames as suggested by Proposer. |
| 607 | TPA 500-1 | 6 | Ref. 5.1 | The Table for Bridges (5.1) one of the inspection requirements is no visually apparent defects. Does this include paint on the structure? If so, what is the definition of visual defect in relationship to paint? | See revisions to TP Attachment 500-1 in Addendum #4. |
| 608 | TPA 500-1 | 6 | Ref. 5.2 | Unclear what would trigger visual inspection. If visual inspection by Developer are desired, Developer suggests ADOT specify frequency. | See Section MR 400.3.1.2 of the TPs. |
| 609 | TPA 500-1 | 7 | Ref. 6.2 | Retention areas performance will be a function of overall ground saturation. 24 hours may not be adequate. We suggest changing "substantially free from standing water" to "functioning as intended". | No change. |
| 610 | TPA 500-1 | 7 | Ref 6.2 | The Performance Requirements listed for the detention and retention basins are design specifications and do not belong in the Maintenance regime. Recommend deleting from Maintenance Table as Maintenance has no control over these performance requirements and limited options to meet the measurement record from a maintenance performance perspective. In addition, ADOT has the necessary relief pursuant to the Nonconforming and Defective Work provisions of Section 6.7. | No change. |

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| 611 | TPA 500-1 | 7 | Note # 1 | Developer suggests adding to note #1 - Where temporary repair is not possible, Developer shall implement temporary mitigation measures (i.e. barricades, traffic control, etc. in accordance with ADOT procedures). And change "as necessary" to "where possible". | See Note 1 in TP Attachment 500-1. |
| 612 | TPA 500-2 | 2 | N/A | In table 500-2, 2.12 is skid resistance. Table 500-1 does not include skid resistance. Please amend Table 500-1 or delete it from 500-2. | See revisions to TP Attachment 500-1 in Addendum #4. TP Attachment 500-2 has been deleted in Addendum #4. |
| 613 | TPA 500-2 | 2 | N/A | In table 500-2, 2.11 is Cracks. Table 500-1 does not include cracks. Please amend Table 500-1 or delete it from 500-2. | See revisions to TP Attachment 500-1 in Addendum #4. TP Attachment 500-2 has been deleted in Addendum #4. |
| 614 | RIDs | N/A | N/A | Many of the as-builts that have been provided in the RIDs are based upon Datum NAVD88. The current topo is based upon NAVD29, and there is generally up to a 2' differential in elevations. Does ADOT have these as-builts available based upon NAVD29? | No. |
| 615 | RID File 9-2-2105 File: SMF Utility Prior Rights Doc Index_20150902 | N/A | N/A | ADOT designation in Prior Rights Index for AT&T facilities is missing. Please provide indication of whether facilities do or do not have prior rights. | Designations for all Utilities are provided in the RIDs. |
| 616 | RID File: 9-2-2105 File: SMF Utility Prior Rights Doc Index_20150902 | N/A | N/A | ADOT designation in Prior Rights Index for Peninsula Irrigation, facilities is missing. Please provide indication of whether facilities do or do not have prior rights. | Designations for all Utilities are provided in the RIDs. |
| 617 | RID File: 9-2-2105 File: SMF Utility Prior Rights Doc Index_20150902 | N/A | N/A | ADOT designation in Prior Rights Index for all of the conflicting Southwest Gas facilities is missing. Please provide indication of whether facilities do or do not have prior rights. | Designations for all Utilities are provided in the RIDs. |
| 618 | General | | | When will ADOT be releasing the final demolition and hazmat mitigation status report and will it clearly define the developer's responsibility? | Retained Parcels have already been identified. ADOT retains responsibility for demolition and hazmat mitigation for the Retained Parcels. For hazardous materials site assessments for other parcels, see ADOT's updates in the RIDs of the Acquisition/Relocation Status Report and TP Attachment 470-3. |

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| 619 | General | N/A | N/A | SRP irrigation indicated that there are at least 13 segments and possibly 15 segments impacting USA irrigation facilities. Can ADOT clarify how many segments exist that will incur the SRP/BOR fees which include the \$15,000 per segment administrative fees? | SRPI has not provided this information at this time. |
| 620 | ITP 1.10.3 | 18 | 13 | We request that all Third Party utility relocation costs be removed from the contract amount for purposes of calculating the DBE financial goal. We have no ability to achieve the goals with respect to these work elements. | The Professional Services DBE Goal calculation had a \$4.2million line item for Utilities and Railroad. This amount will be removed from the goal calculation. As a result, Addendum #5 will reduce the Professional Services DBE Goal from 16.63% to 16.45%. The Construction DBE Goal calculation did not include any costs for the utility relocation/adjustment since it was assumed the utilities would perform their own work. Therefore, the Construction DBE Goal will remain the same in Addendum #5. |
| 621 | ITP Exhibit 2 §2 | 1 | 16 | This section states that resumes are excluded from page count of the Technical Proposal. Please confirm that the two resumes required in the Preliminary Quality Management Plan are excluded from the 15-page limit for that Plan. | Confirmed |
| 622 | ITP Exhibit 2 §3 | 1 | 25 | In reference to the Exhibit 6 Checklist, this section refers to a "required cross reference to its Proposal". Please clarify what ADOT is asking for when requiring this cross reference to a Developer proposal. | Addendum #5 will add a column to the Exhibit 6 checklist for the Proposal section cross reference. |
| 623 | ITP Exhibit 5 Form A | 2 | N/A | If selected by ADOT as the Preferred Proposer, Proposer agrees to ... "(b) enter into the Contract Documents without varying or amending its terms (except if requested by ADOT in its sole <u>good faith</u> discretion) ..." please amend the discretionary standard of ADOT's requested changes to be made in good faith, based upon and consistent with the good faith negotiations between the parties as described in paragraph (a) above. | Addendum #5 will change the provision to "if requested by ADOT and agreed to by the Preferred Proposer." |
| 624 | ITP Exhibit 5 Forms H-3, H-4, | Various | N/A | All of these forms require DBE pricing information. The developer contract price can be back calculated from the | No change is necessary. DBE pricing information, standing alone, does not provide |

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| | H-5, H-6, H-7 | | | information required on the forms. It is our understanding that there is to be no pricing information contained in Volume I. Please delete the requirement for pricing information on these forms or move them to Volume III. | the information necessary to ascertain Proposer's Price. |
| 625 | ITP Exhibit 6 | 5 | 19-20 | Regarding "...and printed double-sided, except that (i) roll plots may be printed single-sided, and..." We request that this revision to double-sided printing be considered optional at this point in the process. If double-sided remains a requirement, we request that forms, letters, certifications and other documents be excluded from double-sided printing (i.e. we request that the double-sided printing be limited to the Volume I Technical Proposal Section C. Project Development Plan). | Addendum #5 will change the provision to have the requirement of double-sided prints as optional for forms, letters, certifications, and other third party documents. |
| 626 | ITP Exhibit 6 §7 (b) | 6 | 33-34 | Proposer requests that ADOT require only 2 copies (1 original hard copy and 1 additional certified copy) of the roll plots to be submitted as part of the Technical Proposal, since there is significant cost and amount of time needed to print the roll plots. | See response to Question No. 231. |
| 627 | DBMA 5.8.2.2 | 47 | 28-35 | The legal description for the GRIC well located on 59th Avenue includes an easement for access to the GRIC property on the west side of the alignment. Please confirm that the Developer must provide a bridge crossing of 202 to allow continued access south from the well to GRIC. | While a bridge can be a solution, ADOT is not prescribing the solution for maintaining GRIC's easement rights. |
| 628 | DBMA 7.6.2.2 DBMA 14.4.10.2 | 89 195 | 10-14 1-23 | Can ADOT clarify that acceleration costs would be included in Extra Work Costs if there is no time extension for the time needed to perform Extra Work, or that the Change Order would include time extension if the Extra Work directed by ADOT will take longer than 30 days? It seems that the intent is for the Contractor to cover the first 30 days of review time. However, it is not reasonable to have the Contractor bear the schedule risk regardless of the scope of the Extra Work. | Addendum #5 will provide that if ADOT issues the change within 30 days under Section 14.4.10.2(b) of Agreement, ADOT will consider proven and necessary acceleration costs, but no completion deadline adjustment. |
| 629 | DBMA 10.4.4 | 136 | 6-8 | For clarification purposes, please amend Section 10.4.4 to be consistent with both the form of the Maintenance | Clarification will be made in Addendum #5. |

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| | | | | <p>Guaranty respecting the Maintenance Services as well as the language of Section 10.2.2 respecting the D&C Guaranty for the D&C Work as follows: "If Developer is required to provide a Guaranty guaranteeing Developer's obligations under the Contract Documents during the Maintenance Period <u>solely respecting the Maintenance Services</u> (the "Maintenance Guaranty"), ..."</p> <p>In addition, for clarity, please amend Section 1 of Exhibit 11-1, Form of D&C Guaranty to read: "... (b) the Maintenance Services under the Contract Documents solely until the Maintenance Security and, as applicable, the Maintenance Guaranty have been provided by Developer as required in accordance with Sections 10.2.2 and 10.4.4 of the Agreement".</p> | |
| 630 | DBMA 14.3.2 | 186 | 7-9 | <p>We remain concerned about ADOT's insistence that the Developer shall bear the risk of loss for damage to ADOT's property during the Maintenance Period which is likely to cause Proposer's to include certain levels of property insurance coverage during the entirety of the Maintenance Period (as opposed to only obtaining BAR coverage for Capital Asset Replacement Work as required by the Contract Documents. As such, please amend the carve outs to the existing Claim Deductible regime to exclude clause (f) of the definition of Relief Events, but solely during the Maintenance Period as the Developer will have BAR coverage for the D&C Period.</p> <p>Amend Section 14.3.2 as follows: "The Claim Deductible shall not apply to a Claim seeking recovery for a Relief Event set forth in clauses (a), (b), (c), (d), (e), <u>(f) (but only as to Force Majeure Events occurring during the Maintenance Period)</u>, (i) (but only as to ADOT Releases of Hazardous Materials), (o) or (q) of the definition of Relief Event."</p> | No change will be made. The DBMA does not preclude Proposers from purchasing insurance for Claim Deductible risks. |
| 631 | DBMA 17.1.2 | 208 | 16-20 | The Non-Compliance event scheme has been expanded to give ADOT discretion to create additional Non-Compliance events and charges by issuing a Directed | ADOT-Directed Changes are a Relief Event. |

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| | | | | Change during the project. This makes a somewhat intangible and immeasurable situation which is difficult for bidders to price. | |
| 632 | DBMA 17.1.2.2(d) | 209 | 27-59 | Can ADOT clarify what their assumptions were with respect to design when they created the Non-Compliance points? The standard for review is stated, but not clearly defined or limited. | ADOT assumed the Schematic Design. |
| 633 | DBMA 17.1.2.2(e) | 209 210 | 40 1-10 | The Developer has the burden of proof to demonstrate that new Non-Compliance Point criteria will increase its O&M cost. Yet, if it is able to meet this burden, it is only entitled to cover increased costs. We ask that the language not be so limiting as to exclude other types of recovery. | Addendum #5 will clarify that ADOT would cover the proven Extra Work Costs. |
| 634 | DBMA Exhibit 1 | 66 | 35-36 | The definition for "Utility Information" added the language, "or in Attachment 430-1 of the Technical Provisions." There is not an Attachment 430-1, will ADOT please provide this document. | TP Attachment 430-1 will be part of Addendum #5. |
| 635 | DBMA Exhibit 1 Relief Event | 53 | 26 | We remain concerned about project delays relating to coordination with UPRR and obligations of the railroad outside the Developer's reasonable control. As such, similar to the Relief Event clause (g) in respect of a Utility Company Delay, please add a Relief Event for any delays to the Critical Path caused by a failure of UPRR to negotiate and execute the UPRR Construction and Maintenance Agreements or UPRR's failure to timely perform its obligations under the applicable, executed UPRR Construction and Maintenance Agreements. | See responses to Questions 252, 320, 461, and 509. |
| 636 | GP 110.12 | 80 | 25-26 | Addendum 4 clarified the limits for O&M during construction. Please confirm the Developer's responsibility for Maintenance During Construction is limited to I-10 (Papago Freeway) and does not include Pecos Road. | See revisions to Section GP 110.12 of the TPs in Addendum #5. |
| 637 | GP 110.12 | 80 81 | 25-30 1-10 | Please confirm the Performance Requirements for the Project for Maintenance During Construction are limited to the items listed in 110.12 and the balance of criteria listed in TP Attachment 500-1 apply once Substantial Completion and Maintenance NTP has been issued. | No change. TP Attachment 500-1 applies to Maintenance During Construction as specified in Section GP 110.12 of the TPs. |

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| 638 | DR 419.3.3 | 102 | 17-18 | Pavement Type Selection: has been changed to say that "Pavement for the I-10 (Papago Freeway) mainline must be 15 inches of dowelled PCCP over compacted subgrade." Please clarify if this pavement section applied to any replacement or widening needed along I-10 to fit the design, or if it is ADOT's intent to have all existing pavement on I-10 Papago within the project limits replaced with the specified pavement section? | See revisions to Section DR 419.3.3 of the TPs in Addendum #5. |
| 639 | DR 420.3.6 | 113 | 43-44 | Letter C states, "During the breeding period (May 1 and August 15), if bats are day roosting in the rock crevices, there is potential that a maternity roost is present." Will ADOT please confirm that the Developer will be able to perform surveys prior to NTP 3 so that the breeding period does not negatively impact the schedule. | Surveys are not considered ground disturbing activities and are permitted in the center segment prior to NTP 3. |
| 640 | DR 430.3.4 | 122 123 | 42-44 1-3 | ADOT has indicated they will pay for the siphon design. SRPI has given only the total design cost for ALL their work which includes these siphons and numerous other locations. Please provide the pro-rated siphon only design fee that we are to exclude from our cost proposal. | ADOT has not received design costs specific to the siphons from SRPI. Proposer will need to determine associated designs costs from the information provided in the RIDs. |
| 641 | DR 430.3.4 D | 123 | 1-3 | Please confirm that the Developer is responsible for paying SRP construction fees and is responsible for abandoning all SRP facilities. | Confirmed |
| 642 | DR 430.3.4 D | 123 | 1-3 | "Developer shall enter into a Utility Agreement with SRP for the construction of the siphon installation....". Please confirm that the construction costs of these siphons are to be included in the Developer's bid and design costs are to be excluded from the bid. | Confirmed |
| 643 | DR 430.3.8 | 124 | 16 | Please clarify the statement, "All proposed siphons must include a casing pipe.". Is this a requirement only under roadways or does it also apply for an irrigation pipe dipping below a drainage channel, creating a siphon that is off the roadway? | See revisions to Section DR 430.3.8 of the TPs in Addendum #5. |
| 644 | DR 436.2.2 | 126 127 | 16-25 1-41 | Please confirm that not only is the Developer responsible for removal of the road crossing at 59th Ave., but also the relocation of the UPRR's signal & communication lines to underground within the ADOT ROW and the cost associated with modifying their current signal controls to | See Section 5.11.1.3 of the Agreement in Addendum #5. |

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| | | | | reflect the elimination of the 59th Ave. crossing. | |
| 645 | CR 436.2.2 | 269 | 6-7 | “Developer shall ensure that all railroad track Work, all railroad signal Work, removal Work, and any Work on UPRR-owned facilities impacted by the Project are performed by UPRR.” Please confirm that the Developer is responsible for the UPRR construction costs associated with this work. | Yes. See Section 5.11.1.3 of the Agreement in Addendum #5. |
| 646 | DR 445.3.4.3 | 142 | 4 | The requirement, “Stormwater from the project ROW must not outfall into the Laveen Area Conveyance Channel” is vague. Will offsite stormwater that flows into the Project ROW and is collected into the project channels along the eastern ROW line be allowed to outfall into the Laveen Area Conveyance Channel? | No. On-site and off-site stormwater may not outfall in the Laveen Area Conveyance Channel. |
| 647 | DR 450.2.8 | 152 153 154 | 4-44 1-39 1-7 | Addenda #4 has added substantial methodology to the visual analysis to be completed for the project. This analysis level is typically used to identify during preliminary design where vertical or horizontal adjustments could be made to improve the highway layout or where specific features can be modified to meet aesthetic objectives. Given that our proposal will be based on a specific design and highway configuration, can you provide a clarification as to how the visual analysis is intended to be used? Also, the scope intends to improve the quality of views toward the freeway. Can you identify the locations of views of concern toward the freeway or the number of views that are to be evaluated as part of the work? | No change. |
| 648 | DR 460.3.2 | 179 | 29-30 | Do traffic intersections need to be design to operate above the LOS prescribed in section 460.3.2 of the TP, even if this requires additional right turn, left turn, and/or through lanes to those required in tables 440-1 and 440-2. | Yes. Developer is responsible to determine the number of turn lanes to comply with the Contract Documents. The number of through lanes is dictated by the requirements in TP Attachment 440-2. |
| 649 | DR 460.3.5.1 | 183 | 7 | Clarify the units for the temperature range specified. | See revisions to Section DR 460.3.5.1 of the TPS in Addendum #5. |

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| 650 | DR 460.3.6 | 183 | 10-15 | Is the existing mainline lighting within I-10 (75th Avenue to 43rd Avenue) project limits required to be replaced with a new LED lighting system? | See revisions to Section DR 460.3.6 of the TPs in Addendum #5. |
| 651 | DR 466.2.3 | 194 | 14-17 | <p>Section 466.2.3 states, "Developer shall prepare an ITS inventory of existing ITS elements within the Project ROW. The ITS Inventory must include items outside the Project ROW, where necessary, to show how the existing ITS is to function with the proposed ITS to provide a complete and functional ITS." Understanding that the inventory will result in an ADOT Directed Change Order for replacement and/or upgrade of ITS elements on I-10, is the Developer responsible for the cost of relocation of ITS elements if they are in conflict with the Developer's proposed work? Section CR466.3.1 would indicate that the Developer is responsible for the cost of relocation of any devices or fiber that is in conflict with the work that would be needed to maintain a functional ITS system during construction.</p> <p>A similar question 583 was previously asked and proposer does not understand what part of the original question that the response, "yes," was in reference to. Please provide further clarification.</p> | See Section 7.6.2.1 of the Agreement in Addendum #5. |
| 652 | DR 470.3.2 D | 203 | 19-27 | Does ADOT intend for the Developer to pay the premium costs for the issuance for the standard owner's policy of title insurance directly through escrow, or is it ADOT's intent that the Developer is only responsible for coordination with the Title Company to receive this policy and ADOT pay the premium costs? | See Section 5.6 of the Agreement. |
| 653 | DR 470.3.4 | 203 | 42-44 | Section 470.3.4 states, "Unless previously prepared by or on behalf of ADOT, Developer shall cause a Phase I Environmental Site Assessment Report to be prepared documenting the environmental condition of each parcel to be acquired by Developer." Will ADOT please provide all Phase I Environmental Site Assessment Reports completed to date? | Phase I Environmental Site Assessment Reports completed to date are included in the RIDs. |
| 654 | MR 400.2.8.1 | 306 | 23-24 | ADOT is now allowing Developer Access to ITS camera feeds but is not allowing the Developer to record any | No change. |

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| | | | | images or videos from the ITS cameras. We request this be changed to allow recording for insurance claims and evaluation/investigations of incidents where, for example, still pictures may be necessary to track down license plates. | |
| 655 | MR 400.6.1.2.1 TPA 500-4 | 310 | N/A | Table 400-2; Ratings C & D list as rating criteria the wearing of the surface coat of asphalt and relate the visibility of aggregate color distinctions as a measurement of failure. Attachment 500-4 shows photos of "unacceptable pavement" on pages 8 & 9 which show very little loss of aggregate and a very tight, bonded surface which would not reflect the Rating D Description language in Table 400-2. Slight loss of the asphalt coating from the top surface which exposes the aggregate shouldn't be grounds for rating the pavement Unacceptable. The pavement should become Unacceptable only after significant loss of aggregate (ravelling). We recommend that ADOT use the FHWA Distress Identification Manual, and refer to Figure 41, "Distress Type ACP 13, Loss of Fine Aggregate and Some Coarse Aggregate", as a pictorial example of an Unacceptable pavement. | See revisions to TP Attachment 500-1 in Addendum #5. Figure 41 does not apply to AR-ACFC. |
| 656 | TPA 440-2 | 2 & 3 | | The addition of the COP details does not provide clear direction for cross road requirements and may conflict with other requirements in the TPs. Median widths do not provide sufficient width for left turn lanes and median in each directions for diamond type interchanges. Providing 12' lanes and 6' right shoulder per TPA 440-1 exceeds the overall width dimensions provided COP Standard Details 1010 and 1013. Please clarify roadway cross section requirements. | Developer shall provide the number of through lanes, not width of section, in accordance with TP Attachment 440-2 through the interchange. Turn lane requirements within the interchange are in accordance with Section DR 460 of the TPs. Through lane and turn lane width requirements are in accordance with TP Attachment 440-1. See revisions to TP Attachment 440-1 in Addendum #5. |
| 657 | TPA 500-1 Ref 1.6 DR 450.3.3.2 | 3 162 | 3 19 | Ref 1.6 The Performance Requirement for Character Area 2 includes watering as a requirement in Line 3. Section DR 450.3.3.2 specifically states Character Area 2 will not have a permanent irrigation system. Please remove "watering" from Ref 1.6 of Attachment 500-1 to accurately represent Character Area 2. | See revisions to TP Attachment 500-1 in Addendum #5. |

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| 658 | TPA 500-1 Ref 2.1 | 3 | N/A | Ref 2.1 The shoulder/edge drop-offs measurement record indicates repairs are required when the vertical differential between the shoulder and adjacent unpaved surface reaches 2 inches. We request adding a minimum length to this measurement, such as requiring repairs when the drop off is 2 inches for a continuous length of over 50 feet. | See revisions to TP Attachment 500-1 in Addendum #5. |
| 659 | TPA 500-1 Ref 2.8 | 5 | N/A | Ref 2.8, Pavement Ride. "The mainline lanes and ramps 0.1 mile average IRI greater than or equal to 85 inches/mile." The FHWA considers an IRI of 95 as Good. It is requested the IRI requirement be raised to 95 inches/mile based on the FHWA guideline and the associated cost savings. | No change. |
| 660 | TPA 500-1 Ref 2.11 | 5 | N/A | Addendum 4 added 2.11, Skid Resistance with the performance requirement - that states Repair when skid resistance throughout any 1 mile section is "greater than or equal" to 30. That should read "less than or equal". | See revisions to TP Attachment 500-1 in Addendum #5. |
| 661 | TPA 500-1 Ref 4.2 | 6 | N/A | Ref. 4.2 The Performance Requirement states, "...noise walls must be undamaged and functional." The condition of "undamaged" is unclear. It is requested the language be changed to "...noise walls must be functional with no damage that impairs their ability to perform." | No change. |
| 662 | TPA 500-1 Ref 6.1 DR 445.3.4.2, Table 445-4 | 7 141 | Second row in table, "Multilane..." | The design criteria for water ponding limits (Table 445-4), allows 1/2 lane plus shoulder, on a multilane roadway, for a 10-year storm event. However, the Maintenance Table, Attachment 500-1, requires that the roadway be free from standing water resulting from a much more severe 50-year storm event. We ask ADOT to make the maintenance performance requirement match the design requirement. | See revisions to TP Attachment 500-1 in Addendum #5. |
| 663 | TPA 500-1 Ref 6.3 | 7 | N/A | Ref. 6.3 The Performance Requirement states, "Catch basins, inlets, and culverts must be free of debris and obstructions in order to carry the design flows." The design flows can be met if minor debris or obstructions are present. It is requested this sentence be removed and the first sentence state, "All ditches, channels, culverts, catch basins, inlets, piped drainage systems, including pressure or siphon drainage systems must work | See revisions to TP Attachment 500-1 in Addendum #5. |

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| | | | | as designed to carry design flows.” | |
| 664 | RIDs Utilities and Railroad | NA | NA | Through feedback with SRP Irrigation, it was discovered that an ADOT Siphon Maintenance Agreement will be needed per SRP. Please provide this Maintenance Agreement or a draft of it in the RID's. | Maintenance Agreement is included in the RIDs. |
| 665 | RID Utility Supplement 9, Prior Rights Document Index | N/A | N/A | SRP Distribution indicated that they have identified 1,047 conflicts with the 15% plans for the SMF alignment. The Prior Rights Document Index spreadsheet provided identifies 352 locations that may have prior rights and an additional 142 locations that may have prescriptive rights. Do these locations take into consideration all 1,047 conflicts identified by SRP Distribution? | Prior right spreadsheet is not listed by conflict or location, but is listed by document provided, which may cover multiple locations. The summary letters provided by SRPP Distribution include plan sheets which reference conflicts by numbers, and those numbers are referenced on their summary letters along with applicable prior right documents. |
| 666 | RID's Utility Supplement 10 dated 10-2-15 Prior Rights Index | Tab 3 No Prior Rights Submitted | 1,4-10,12-15,17-21 | Where presumed prior rights have been assumed by ADOT we have not received any costs or other requirements information from said utilities despite having previously requested it from each utility. Please advise. | ADOT has requested this information and will provide if available. |
| 667 | RID's Utility Supplement 10 dated 10-2-15 Prior Rights Index | Tab 3 No Prior Rights Submitted | 4-9 | Following our July meeting with Kinder Morgan Petroleum we requested their requirements for costs, design, protection of facilities, permits, work requirements, review times, inspection requirements, easements, as built, etc. We were told it would take up to 4 weeks for a response via email. In August we re-requested this info and again in September. To date we have not received a response. Please advise. | ADOT has requested this information and will provide if available. |
| 668 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | Is the ADOT Pilot Program going to be finalized by the time the contract is awarded? | ADOT established a Contractor-Based On-the-Job Training Pilot Program for a one-year period from July 1, 2015, to June 30, 2016. It is currently in effect, and ADOT intends to fully implement the Contractor-Based program model by October 2016. The Project's OJT goals are based on the |

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| | | | | | <p>Contractor-Based model, but the program implementation is project specific in nature. The OJT Special Provisions are specific to this project. This Project is not part of the Pilot/Contractor-Based Program model.</p> <p>Proposers should only rely on and follow information contained in the ITP, DBM Agreement and OJT Special Provisions and exhibits/forms in the DBM Agreement for this Project.</p> |
| 669 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | 2. Which State Approved Program can we use if we decide not to use ADOT's Pilot Program? | <ul style="list-style-type: none"> • Registered apprenticeship and OJT programs registered with the Bureau of Apprenticeship, U.S. Department of Labor or the State; • A Developer/Subcontractor in-house OJT training program that has been approved by ADOT and FHWA; and • Training programs approved but not necessarily sponsored by the U.S. Department of Labor, Bureau of Apprenticeship and Training provided they are being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Specifically, union apprenticeship programs and Associated General Contractor's apprenticeship programs may be used. |
| 670 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | Are guidelines available for either program? If so, how do we obtain them? | ADOT Pilot Sample Training Program is available upon request. |
| 671 | ITP Exhibit 2, §4.2.7.6 | | | In the ITP, we are asked how we will organize the OJT program by segment. Since there are no specifics in the ADOT Pilot program on curricula can we make a statement that we will refine / finalize our segment approach to OJT once awarded? | The contents of the Preliminary OJT Utilization Plan are discussed in Section 4.2.7.6 of ITP Exhibits 2. Subparagraph (e) discusses an OJT participation schedule for each phase/segment of the Construction |

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| | | | | | <p>Work. This relates to how Developer proposes to implement OJT program based on how Developer plans to segment or phase the construction of the project, not based on segment of the OJT program itself. Developer should provide a general/preliminary outline of how they propose to address OJT requirements, based on how they plan to phase, segment or schedule the construction of the project, in its Preliminary OJT Plan. Final approach to segmenting or phasing OJT training requirements must be provided in the Final OJT Utilization Plan.</p> |
| 672 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | Are we able to utilize the ADOT Pilot Program? | <p>The programs which can be used for this Project are discussed in DBMA Exhibit Add#54- Exhibit 8 OJT Special Provisions, Section 1.0. Proposers should only rely on and follow information contained in the ITP, DBM Agreement and OJT Special Provisions and exhibits/forms in the DBM Agreement for this project. Proposer can utilize OJT Training Programs outlined in the Pilot Program Manual only and not the full Pilot Program implementation Guidelines.</p> <p>a. If so, can we add classifications to the program? Yes, new classifications can be added to Training Programs outlined in the Pilot Program Manual or any other training program, with ADOT and FHWA approval. Classifications can also be added if the Subcontractor previously had the classifications approved by ADOT/FHWA.</p> <p>b. Can we obtain the final ADOT OJT Program Guidelines & Procedures manual? The OJT Pilot Program</p> |

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| | | | | | Guidelines is available at: http://www.azdot.gov/business/business-engagement-and-compliance/ojt-contractor-compliance/contractor-based-ojt . |
| 673 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | Are we able to utilize AGCs/Unions OJT Program? | Yes. |
| 674 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | Are we required to develop our own OJT Program? | No. Developer and its subcontractors can use other programs as outlined in the answer to Question #669. |
| 675 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | Clarify/confirm that the 51 trainees and 148,000 hours need to be met only on SMF; or can be met on other ADOT projects that team members are involved with over the duration of the construction of SMF. | ITP Section 1.10.,8 OJT Participation Goals, discusses the goals for this project. Trainees and hours specified in the ITP can only be met on the SMF project. |
| 676 | DBMA Exhibit 8; ITP Exhibit 2, §4.2.7.6 | | | Confirm that subcontractors to the Developer can also participate in the OJT program established for the project and the Developer gets credit for the OJT trainees and hours. | Yes, this is correct. |