

NORTHWEST CORRIDOR PROJECT
Request for Proposals – Draft #1 Dated August 17, 2012
Proposer Questions Presented August 31, 2012
Responses Issued by GDOT on October 2, 2012
PART 1 -- ITP AND DBFA

	Section	Question / Comment	GDOT Response
1.	ITP	RFP - We would like to discuss financing commitment letter requirements relative to terms and conditions available in the market.	GDOT is considering whether or not further specification is required in Exhibit D, Section D.3.3.2 with respect to this issue.
2.	ITP and DBFA Section 1.2	Section states ... “Refer to Section 1.2 of the DBF Agreement for a list of the DBFA Documents and their order of precedence, and to Chapter III for the Reference Information Documents.” Please provide a listing of all Reference Information Documents and when they will be made available.	A list of Reference Information Documents will be included in the next draft of the ITP. A USB drive containing the Reference Information Documents has been sent to each Proposer team.
3.	ITP and DBFA Section 1.2	Refer to Section 1.2 of the DBF Agreement for a list of the DBFA Documents and their order of precedence, and to Chapter III for the Reference Information Documents. When will the Reference Information Documents be made available to the Proposers?	See previous response.
4.	ITP Section 1.4 P 3	Currently there are a number of “TBD” in the Due Date and Time for listed activities within the Procurement Schedule. Of particular importance are the anticipated dates for the ATC one-on-one meetings with Proposers. Please provide Due Dates within the Procurement Schedule.	The next draft of the ITP will include all dates through the end of December, 2012. Dates after December will be provided in due course.

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5.	ITP Section 1.6.6	Financial Advisors and lenders are commonly subjected to Confidentiality Agreements that include exclusivity relationships. Given the size of the funding gap we do not believe it is necessary to disallow exclusive arrangements with lenders. Would SRTA/GDOT therefore consider deleting section 1.6.6?	Comment considered. No change will be made to the current document.
6.	ITP Section 1.10.1 Page 7	Regarding the IJR / IMR referenced in 3rd paragraph – please provide a copy of the current draft of the IJR / IMR being prepared by GDOT.	The IMR/IJR will be posted on the project website. Please see Attachment 11-3 or next draft of RFP.
7.	ITP – Section 1.12 and 6.21	Establish and submit executed copies of single purpose entity formation documents within 45 days of GDOT announcement of Best Value Proposal. Section 6.21 says 60 days.	Section 1.12 to be conformed to say 60 days.
8.	ITP Section 2.3.1 P 12	Proposers will be limited to 75 comments/questions with respect to draft versions of the RFP and 40 questions with respect to the final RFP. The limit on the questions for both the Draft and Final RFP may not be sufficient to effectively address all items. Please consider removing the limit on the number of questions.	Comment considered. No change will be made to the current document.
9.	ITP – Section 2.5.4	Information from one on one can be disclosed by GDOT except to the extent if it determines in its sole discretion that such disclosure reveals confidential information. Purpose of one on one is to have confidential discussion.	Proprietary matters, as determined by GDOT, will not be shared with other Proposer teams. GDOT will permit the Developer teams to preview questions which they believe to be confidential. GDOT will assess same and let the Developer team know whether they agree with the determination. Clarification change will be made to Section 2.5.4.

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10.	ITP Section 3.2.2	Section states...As part of its submission to GDOT, Proposer will submit, as applicable, the following information: (a) Proposed NEPA Reevaluation Schedule, in the form provided by GDOT. Please provide the form of the reevaluation schedule.	GDOT will provide the form of the Proposed NEPA Reevaluation Schedule.
11.	ITP Section 3.2.2	Section states... Proposer will not be required to include the approved ATC Proposal Package in its Proposal. However, Proposer must include the entire ATC Proposal Package if it desires to utilize any pre-approved ATC contained in the ATC Proposal Package. Comment: Proposer should be given the option to include individual ATCs as they determine.	Yes, Proposer may submit individual ATCs as they determine. Language will be changed in next version of ITP.
12.	ITP Section 3.2.2	The second paragraph of Section 3.2.2 states that GDOT and the Proposer will negotiate the price to be paid by GDOT for ATCs. What will be the basis for establishing the value of an ATC and ultimately the payment amount?	The value and payment amount are to be negotiated and agreed by GDOT and Proposer. Section 3.2.2 provides that GDOT will negotiate such price in good faith.
13.	ITP Section 3.3 Page 19	Regarding the 2nd paragraph – will all of the ATCs of the unsuccessful proposers be purchased by GDOT regardless of the successful proposer’s decision to incorporate (or not incorporate) the ATCs into the DBF Agreement?	It is GDOT’s intention to pay for and acquire any approved ATCs prior to the selection of the Best Value Proposer. This will be reflected in the revised ITP.
14.	ITP Section 3.8.1	Section 3.8.1 states that GDOT “may” offer and make payments to Proposers for their Work Product. Based upon this language are Proposers to assume that GDOT may also decide not to offer and make payments to Proposers for their Work Product?	See response to previous question.

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15.	ITP Section 3.8	<p>With respect to Form N (Work Product Assignment and Assumption), Developer is required to transfer all "Work Product" to GDOT. Under the definition of Work Product in Section 3.8 of the ITP, this will include proprietary and trade secret information and other information which constitutes the "stock in trade" of Developer. If Developer were to transfer all title to all of this information to GDOT, it would handicap Developer's business going forward. Can Form N be modified to transfer rights to use this information on this Project (similar to the concept contained in Section 22.4.2 of the draft DBF Agreement), rather than a transfer of actual title?</p> <p>In addition, can this be limited to Work Product actually owned by the Developer, as Developer may not be able to grant the right to use information of third parties which it does not own?</p>	<p>GDOT is considering the request that it be granted usage rights (rather than actual title).</p> <p>With regards to information of third parties that is incorporated by Proposer into its Work Product, Proposer must grant GDOT appropriate rights with respect to such information in order to receive payment from GDOT with respect to such Work Product.</p>
16.	ITP Section 3.8.1	<p>The first paragraph of Section 3.8.1 states that GDOT may make certain payments for ideas, approaches, concepts, etc. If the same concept is submitted by more than one Proposer, will GDOT pay both Proposers and will the amount of such payment be equal or could it be different based upon the individual Proposers estimate of savings or other attribute of the concept?</p>	<p>The payment amount will be negotiated separately with each Proposer, without reference to the Work Product of other Proposers.</p>
17.	ITP Section 3.8.1	<p>Section 3.8.1 states that GDOT may offer and make payments to Proposers for their Work Product upon the occurrence of certain events. The events do not include submission of a responsive proposal. In addition to the effort and expense required to develop ATCs, there is significant expense that</p>	<p>Georgia law does not permit GDOT to reward Proposers with a stipend solely for responding to the RFP.</p>

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		each Proposer will incur in the preparation of a responsive Proposal and we recommend and request that a Stipend of at least \$1M be included in addition to the negotiated payment for the ATC Work Product. Will GDOT pay Proposers a stipend for its work product based upon submission of a responsive proposal?	
18.	ITP Section 3.8.2 Page 20	This section does not appear to reference the procedure or amount of payment for Work Product if GDOT cancels the procurement between the final RFP and the Proposal Due Date (Section 3.8.1(a)). Please provide the procedure and payment amount for cancellation under the conditions of Section 3.8.1(a).	Section 3.8.2.1 provides that the “purchase price to be paid by GDOT to a Proposer under this Section 3.8 will be negotiated in good faith by GDOT and such Proposer.” Under 3.8.2.3, payments under Section 3.8(a) and (c) will be made by GDOT to each eligible Proposer “no later than the forty fifth (45th) day after Proposer and GDOT have each executed a completed Work Product Assignment and Assumption (in the form of Form N) reflecting the agreed upon price.” The following clarification language will be added to Section 3.8.2.1: “In all other cases such negotiation shall take place promptly following the date of cancelation of the procurement.”
19.	ITP Section 3.8.2.1	Section 3.8.2.1 states that the purchase price to be paid by GDOT to a Proposer will be negotiated. With respect to ATCs, that negotiation will occur during the ATC Proposal Package Approval Process. When will the negotiation of the purchase price for Work Product other than ATCs occur?	See response to previous question.
20.	ITP Section 3.8.2.1	The purchase price to be paid by GDOT to a Proposer under this <u>Section 3.8</u> will be negotiated in good faith by GDOT and such Proposer. With respect to any ATC, such negotiation shall take place during	See response to # 17. GDOT believes that the ATC Proposal Package approval process in Section 3.2.2. of the ITP

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	P 20	<p>the ATC Proposal Package approval process, as described in <u>Section 3.2.2</u> above.</p> <p>Please consider the use of a lump sum amount (\$1,750,000) and valuing all shortlisted proposer's efforts as Work Product, in lieu of only valuing ATCs as Work Product and individually negotiating each. Negotiating each ATC's commercial value prior to approval on a technical basis can place the Developer at a disadvantage and may potentially delay the procurement process. Timely approval or disapproval of ATC's is critical to the procurement process to maximize the overall benefit to GDOT. Decoupling the determination of commercial value from the technical acceptance is crucial.</p>	provides sufficient time to address this issue.
21.	ITP – Section 4.5	Validity of Proposals is for 180 days from Proposal Due Date. Given the financing structure, we will not be able to hold our financing assumptions for 180 days. We need to ability to withdraw our proposal and not forfeit our Proposal Security.	GDOT has considered this comment. No change will be made to the current document.
22.	ITP Section 5.2.1 Page 28 Exhibit E	If the ATC meets the minimum technical obligations required and reduces costs yet results in a lower technical score, then ultimately it may not be in the Developer's or GDOT's best interest to include the ATC in the proposal. In other words, a Proposer may be penalized by a reduction in technical points that would outweigh the construction cost savings, schedule savings, or other benefit the Project would realize from incorporating an ATC. Will GDOT give an indication of impact on the technical score in the Department's response to an ATC?	<p>GDOT has considered this comment. No change will be made to the current document.</p> <p>It is theoretically possible that an ATC may result in a lower technical score, although the technical evaluation will look at the Proposal as a whole. Ultimately, it will be for the Proposer to decide whether or not to incorporate the ATC into its Proposal, in light of the financial and technical impacts on the Proposal.</p>

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23.	ITP Section 5.2.1(a) Page 29	This section indicates that there is a numerical equivalent that will be used to convert adjectival ratings to a numerical score. Please provide the referenced numerical equivalent and weighting formula.	GDOT does not propose to provide any further information regarding the evaluation process calculations beyond that contained in the current RFP.
24.	ITP Section 5.2.2 Page 29	The Financial Proposal Score equation is shown as the product of the Evaluation Score times 0.80 for a maximum of 80 points. However, ITP Exhibit E, Section E.2 provides a formula for the Score that has a maximum of 80 possible points. Is the Evaluation Score referenced in Section 5.2.2 equal to the Score referenced in Exhibit E? If so, then the maximum possible Financial Proposal Score is 64, not 80.	The maximum possible Financial Proposal Score is 80 points. Section 5.2.2 will be modified to make this clear.
25.	ITP Section 5.2.2	The identified Best Value Determination provides 20 points for the Technical Proposal Score and 80 points for the Financial Proposal Score. Recognizing this is the first major P3 project for SRTA/GDOT and the largest project ever to be contracted for by SRTA or GDOT, it is important to the State that this Project and P3 approach be successful. Would GDOT consider more equally weighting the Technical and Financial Proposal so a true best value can be obtained for the State?	GDOT has considered this comment. No change will be made to the current document.
26.	ITP Section 5.6 and DBFA Section 16.4	We request that a form be provided for the Parent Company Guarantee. The Parent Company Guarantee should terminate at Substantial Completion.	GDOT will provide a form Guaranty. The comment regarding termination of the Guaranty upon Substantial Completion has been considered and no change will be made to the documents. Such Guaranty shall remain for the same duration as

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			Developer's obligations under the DBFA, including for any warranty period.
27.	ITP Section 6.3	To obtain a committed and competitively priced financing package for SRTA based on a fixed price lump sum bid which includes both construction cost and finance cost it is important to include a mechanism that adjusts interest rates from the Proposal Due Date to the date of Execution of DBF Agreement by SRTA. Would SRTA/GDOT consider modifying Section 6 of the ITP to include a procedure whereby the base interest rate (e.g. one month Libor) is adjusted up or down from Proposal Due Date to the date of Execution of DBF Agreement by SRTA? The base rate adjustment will ultimately cause the final DBFA Contract Sum to be increased or decreased.	ITP will be revised to provide such a mechanism for benchmark interest rate adjustment.
28.	ITP Section 6.3.2 Et al	<p>We have reviewed various provisions of the draft ITP and draft DBF Agreement related to the Developer Financing, including: the ITP (Section 6.3.2), ITP (Exhibit D, Section 5.1.1 and 5.1.2), ITP (Form O, Section A, Section 4-8 and the Table), DBF Agreement (Section 3.3.6), the DBF Agreement (Exhibit 7, Section 5.4) and the DBF Agreement (Exhibit 7, Attachment 1).</p> <p>We have arrived at various interpretations of the provisions (and note a possible circularity in the proposed calculations of the amounts in the DBF Agreement (Exhibit 7, Attachment 1, Line 3)).</p> <p>Please clarify the proposed conditions and constraints on the amounts and timing of Developer Financing, in particular whether the constraints that</p>	<p>(i) Developer Financing not being less than 10% of the DBF Contract Sum:</p> <p>- This constraint does not apply to each monthly payment period. The full amount of the Developer Financing must be drawn down/invested no later than one year prior to the scheduled Substantial Completion date. This will be reflected in the revised RFP.</p> <p>(ii) Relationship of Aggregate Public Funds Amount request to schedule of Maximum Available Public Funds:</p> <p>- This constraint does not apply to each monthly payment period. It applies to the cumulative totals of these items over the contract period, as assessed at the end of each fiscal year – i.e. funding marked as</p>

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		(i) Developer Financing 'not be less than 10% of the DBFA Contract Sum' and (ii) the amount of public funds requested be less than the maximum available public funds applies to each monthly payment period, to each Fiscal Year or to the contract period as a whole (and are not, as suggested in Form O, limited to the Fiscal Years 2014-18).	<p>available for a given fiscal year will be fully disburseable on July 1 of that fiscal year, as long as contractual obligations are met.</p> <p>(iii) The Maximum Available Public Funds amounts set out in the table in Exhibit D 5.1.1 will not be adjusted to reflect the Developer's schedule submitted as part of its Proposal.</p> <p>(iv) However, the table in Section A of Form O assumes that the project will be undertaken over a timeframe encompassed by GDOT fiscal years 2014 to 2018. This will ultimately be adjusted to reflect the Developer's schedule submitted as part of its Proposal.</p> <p>Certain clarification changes will be made in next version of the ITP to address the issues above.</p>
29.	ITP Section 6.3.3	Please clarify when opinion letter(s) must be delivered by the Developer.	A legal opinion to be required on date of execution of DBFA by SRTA. If a Developer Financing Letter of Credit is delivered on such execution date and Financial Close occurs subsequently, a further legal opinion will be required on the Financial Close date (addressing the Developer Finance Agreements). The RFP documents will be revised accordingly.
30.	ITP Exhibit B	Section B.2.2.9 of Exhibit B requires the Developer to include an executed copy of Form K (regarding the use of contract funds for lobbying). However, Section 1 .b of Form K merely refers to "any funds." Can you correct this potential inconsistency by clarifying the language in Form K to make it clear that the phrase "any funds" refers to any funds paid under the DBF Agreement (which will make it	A clarification change will be made in Form K addressing this issue.

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		consistent with Section B.2.2.9 of Exhibit B)?	
31.	ITP Exhibit C Section C.3.3.2 Page 7 & 8	Please confirm if items in paragraphs (a) through (i) are intended to be in reference to the maintenance period from NTP2 to Final Acceptance. It appears that these items are more applicable to long-term operations and maintenance of the facility.	Confirmed. Exhibit C will be modified accordingly.
32.	ITP Exhibit C Section C.3.5.5(a) Page 12	Please confirm the need for addressing "Handback requirements at the end of the Term." The project will be turned over to GDOT / SRTA at Final Completion.	Confirmed. Handback references will be revised to refer to Final Acceptance. Exhibit C will be modified accordingly.
33.	ITP Exhibit C Section C.3.5.6 Page 12	Since tolling integration is being handled under a separate contract, shouldn't the Department be responsible for providing this plan to the Developer? The Developer is responsible for the infrastructure, but is not responsible for monitoring, integrating, and operating the system, so we believe that GDOT or SRTA should inform the developer what this plan is so pre-bid so that it can be accommodated.	Agreed. Exhibit C will be modified accordingly.
34.	ITP Exhibit D Section 3.1	Section 3.1 of Exhibit D requires financial statements for the Proposer, as well as for Participating Members. If a Participating Member does not have audited financial statements, but its parent company is providing a Parent Guaranty, is it acceptable to provide audited financial statements for the Parent Company (which is guarantying the performance of the Participating Member) rather than for the Participating Member?	Yes. A cross-reference to Section D.3.2(b) will be added to Section D.3.1. Unaudited financial statements for the Participating Member should also be provided.

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35.	ITP Exhibit D Section D.5.1.1	With respect to section D.5.1.1 "Maximum Available Public Funds Schedule in RFP, please provide a breakout, by funding source, of the maximum available public funds. Are these annually appropriated or are they appropriated up-front for the full project?	<p>The public funds which will be made available to pay the DBF contractor during the construction period comprise \$300M of motor fuel funds which will be appropriated up-front as well as approximately \$116M in STIP funds which are programmed and will be appropriated and made available gradually over the construction period. In addition, GDOT has submitted a new letter of interest for a TIFIA loan in September 2012 to be processed under the MAP-21 that presents an enhanced credit to the USDOT, for an amount no less than the \$270M previously reserved for the Project in 2011. The final traffic and revenue profile of the project under a revised tolling policy approach will determine the final loan amount and possibly result in adjustments in the exact amounts and timing of public funding contributions. Draws on the TIFIA loan and the private financing are currently not expected to be required before mid-construction in 2016.</p> <p>The final payment due upon Final Acceptance is currently expected to be funded from proceeds of toll revenue bonds or GARVEE bonds to be issued at the time.</p>
36.	ITP Exhibit D Section D.5.1.1	Is the purpose for the Developer's financing to provide GAP financing when contract earnings exceed the maximum available public funds schedule?	Yes.
37.	ITP Exhibit E	Please provide a numerical example of the Financial Proposal score to better understand the concept of this.	No numerical example will be provided.

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38.	ITP Exhibit E Section E.2 Page 3	Please clarify the NOTE discussing the use of "T". Is "T" a constant equal to 20 points, or is "T" equal to the Technical Proposal Evaluation Criteria score in Section E.1?	T is a constant equal to 20 points.
39.	ITP Exhibit E Section E.1.2	Is the consideration of life-cycle costs, and the Life-Cycle Innovation Evaluation Criteria, intended to be incorporated here as part of SRTA's evaluation criteria, or is this left over from the previous concession-based procurement?	Intentional. GDOT has considered this comment. No change will be made to the current document.
40.	ITP Forms D-1 and D-3	Developer is required to provide a Bid Form (Proposal Form D-1), as well as a Preferred Proposer Security Bond (Proposal Form D-3). Does D-3 supersede D-1? Assuming it does, can this be clarified in both forms, as well as in the ITP?	Yes. See ITP 6.3.1. The Proposer Security is returned upon receipt of the Preferred Proposer Security. This will be referenced in a revision to Form D-1.
41.	ITP Form D-1	We request that the bid bond be in effect for 90 days, not 180 days. Revise section (c) to 90 days.	Comment considered. No change will be made to the current document.
42.	ITP Form D-5	We request that the Payment Bond statute of limitations period (section 4) be revised to one year instead of 730 days which is the standard period of time in which payment bond claimants must bring an action to recover under the bond.	As to the Payment Bond, the limitation for the claim period will be revised to reflect a one year term.
43.	ITP Form F	It is clear that the acquisition costs for Additional Properties are paid for by the Developer and that those costs will be reflected in the DBFA Contract Sum. If certain ATC's reduce Proposed ROW based	GDOT has considered this comment. No change will be made to the current document.

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		upon the NEPA document, shouldn't the Developer be allowed to deduct from his cost proposal any costs associated with Proposed ROW not required as a result of an approved ATC?	
44.	ITP Form F	The unit of measure for Line Item 14 – Temp Electrical is EA. Please define 'Temp Electrical' and clarify the unit of measure for this line item. We have this same request for <u>numerous</u> line items in Form F. For examples, line items 15, 21, 92-108 and 210 are unclear as well.	These items are part of Form F and will be clarified accordingly.
45.	ITP Form F DBFA general	Form F requires input of quantities for numerous items of the Work but the contract sum is presented as a lump sum. Please confirm the value input in Box A of Form F and inserted in the DBFA Exhibit 7 on line 1.1 will be paid 100% regardless of the under run or overrun of any quantities listed in Form F.	Confirmed. Form F is for FHWA informational purposes only.
46.	ITP Form L	Form L (Debarment and Suspension Certification) requires the Developer to certify "on behalf of itself and all... Contractors." Many contractors will not even be identified at the time this form is submitted. Can the applicability to "all Contractors" be eliminated?	The relevant language will be revised to read "...and Contractors identified in the Proposal..." ITP to be modified to provide that a "bring-down" Form L will be provided by Best Value Proposer with respect to each Contractor identified prior to execution of DBFA.
47.	ITP Form O and Exhibit D, Section D.5.1.1	Question 1: It is unclear when the Developer Financing must be scheduled. Will it be pro-rata over the contract or only to the extent that it is needed to stay within the financing constraint of D.5.1.1? Question 2: Also, it is unclear when the Final	The amount of Developer Financing and the schedule to which it and other funding sources are utilized will be a function of the Best Value Proposal (i.e. its proposed costs and schedule), which needs to comply with the ITP, in particular Section 6.3.2 and Exhibit D – which lays out the availability of pay-as-you-go funding.

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		Payment Due Date will be. Can the final payment due amount be stated in principal plus interest accrued, or must it be stated as a fixed dollar amount?	<p>Currently, the table in Section A of Form O assumes that the project will be undertaken over a timeframe encompassed by GDOT fiscal years 2014 to 2018.</p> <p>The Developer Financing does not need to be scheduled pro-rata over the contract. However, its profiling does need to comply with the constraints set out in Exhibit D 5.1 and in Form O.</p> <p>Further, the entire Developer Financing must be drawn down or otherwise invested in the project, no later than one year prior to the scheduled Substantial Completion date. This will be reflected in the revised RFP.</p> <p>The Final Payment Amount will be paid upon Final Acceptance and will be a fixed dollar amount specified in the Best Value Proposal.</p>
48.	ITP Form O	Is Final Payment due upon Substantial Completion or Final Acceptance? Sections referenced are not consistent.	Final Payment Amount is due upon Final Acceptance. Form O will be revised accordingly.
49.	ITP Volume 3 Section 2.2	Clauses 2.2.1 through 2.2.15 appear to relate to GDOT's overall financial plan for the Project rather than to the Developer's plan for its share of the financing. E.g., Section 2.2.6 refers to "... the cost of NEPA and other environmental documentation, right of way, environmental mitigation construction, Project management, Transportation Demand Management and Transportation System Management, public outreach...", many of which costs would be incurred by GDOT rather than the Developer. And Section 2.2.7 refers to "... Revenue changes could result from lower than expected toll	Under consideration by GDOT.

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		<p>or tax collections, or a diversion of funds to other projects on GDOT Statewide program, etc.”, which amounts are not relevant to the DBFA Contractor.</p> <p>Would GDOT please consider appropriate revision of the Financial Plan Requirements of Section 2.2, as they would relate to the Developer’s Plan of Finance under the anticipated DBFA Contract?</p>	
50.	DBFA General	The DBF Agreement contemplates that the Developer will enter into the DBF Agreement, and will also enter into a subcontract with a lead construction contractor. Can you clarify that it is acceptable for the Developer to also function as the lead contractor?	Confirmed.
51.	DBFA General	Can the DBF Agreement be clarified to make it clear that Developer is not responsible for the cost of cleaning up Hazardous Materials brought onto the Project site by third parties (such as a tanker truck spill that has nothing to do with Developer or the Work)?	Comment considered. Developer shall have this responsibility while the site is under its control.
52.	DBFA Section 1.4 Section 5	RFP 1.1 and DBFA 1.4 and 5. Please identify the legal mechanism which will make obligations of SRTA under the DBFA credit worthy.	The various funding sources will be appropriated and programmed (motor fuel and STIP funds), and several debt proceeds which have been authorized in principle (refer to the recently passed resolution) or are under processing (TIFIA) but will not be issued until needed. See response to # 35 above.
53.	DBFA Section 1.4.1 Section	Please provide copies of the Intergovernmental Agreement as well as SRTA or GDOT agreements with third parties that relate to the Project, so we can better understand the scope and nature of those contractual relationships. If agreements are	Copies will be provided.

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	16.5.1.10	contemplated but not yet finalized, please provide a list of contemplated agreements with a general description of their scope, nature and anticipated completion date.	
54.	DBF Agreement Section 1.5.2 Page 5	Will it be considered a relief event and/or compensation event if certain information in the reference documents that was used to develop the NEPA documents is discovered to contain an error causing a portion of the NEPA documents to be in error or provides a suspension, termination, or interruption of a NEPA approval, if Provided there was no change by the developer to the information that is deemed to be in error?	Developer may not rely upon Reference Information Documents.
55.	DBFA Section 1.10.1 P 7	<p>“Proposers are advised that, pursuant to 23 U.S.C. 111, GDOT may be required to obtain FHWA approval of an Interstate Justification Report (IJR) or Interstate Modification Report (IMR) for the Project prior to determining the final alignment. GDOT expects this process to conclude simultaneously with or shortly following the issuance of the ROD.”</p> <p>Need clarification. The potential IMR/IJR could affect the scope of the project. How will GDOT address this potential result with respect to the project timeframe.</p>	The IMR-IJR is currently available on GDOT project website. It is anticipated that if there are any changes to the IMR-IJR, the changes will be made available at the time of issuance of the ROD. The ROD is anticipated to be obtained prior to Proposal Due Date.
56.	DBFA Section 2.2.1.3	Section 2.2.1.3 seems overly broad and inconsistent with other provisions of the DBF Agreement. Can the DBF Agreement be clarified to make it clear that interference with Developer’s Work by other contractors is a Compensation Event and a Relief Event?	GDOT has considered this comment and will provide a revision to allow for a Relief Event in this circumstance subject to certain qualifications.

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57.	DBFA Section 3.2.1 et. al.	Can the DBF Agreement be clarified to clearly limit Developer's liability for failure to achieve Substantial Completion or Final Acceptance by the Guaranteed Dates to payment of agreed-upon liquidated damages? This would require, for example, clarification of Section 3.2.1, Sections 17.1.1.3 and 17.1.1.4 (to make it clear that such failures are not a default event and do not result in termination for default) and Sections 17.2.1, 17.4.5 and 19.3.1.	GDOT is considering revising the DBFA to provide for a "Long-Stop" date.
58.	DBFA Section 3.3.1.1 Page 8	Will GDOT review and approve design plan submittals between NTP1 and NTP2?	GDOT will review and approve plans submittals during this period, all subject to approval of Project Management Plan during same period.
59.	DBFA Section 3.3.1.1 Page 8	Please confirm that any NEPA re-evaluation, if necessary, will be allowed to commence at NTP1.	Yes. NEPA re-evaluation is intended to start at NTP 1 but also is dependent upon the Developers preparation of documents necessary to initiate.
60.	DBFA Section 3.3.5	Float is "considered a shared resource among SRTA and Developer". Given no long stop date, Float needs to be 100% owned by Developer.	Comment considered. Float is a shared resource used as needed as impacts are encountered. A "Long-Stop" date may be proposed.
61.	DBFA Section 3.3.6 Page 9	Please clarify the term "period" as contained in this paragraph. Does "period" mean fiscal year for the purposes of this paragraph?	Clarification will be provided, to reflect cumulative amounts based on fiscal periods.
62.	DBFA Section 3.3.6	The DBF Agreement specifies in numerous places (including, for example, Section 3.3.6 and Exhibit 7) that in no event shall the amount otherwise payable to Developer exceed the aggregate maximum public	GDOT has considered this comment. No change will be made to the current document. Amounts recoverable will not exceed the Maximum Available

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	and Exhibit 7	funding available. Can this be clarified to make it clear that this limitation applies only to payments of portions of the Contract Sum? Other amounts (such as, for example, amounts payable under Sections 7.12.2 and 7.8.3.2, and amounts payable for a simple breach of contract) are presumably not subject to this limitation.	Public Funds.
63.	DBFA Section 4.1.4	Will SRTA and GDOT acknowledge the security interest and assignment of the DBFA contract to the Lender?	Comment under consideration
64.	DBFA Section 4.1.4 General	As outlined in our RFQ response, we believe that in Design Build Finance transactions such as this the most efficient financing structure is one which facilitates third party financing but which bifurcates the completion risk of the project with the payment risk under the DBF Agreement. This will allow bidders to raise non-recourse debt from bank or bond investors (which typically have a lower cost of capital than contractors) but which will not incur a significant cost premium if such financing is subject to construction / technical risk. Throughout the RFP and DBF Agreement there are statements that Developer financing will be non-recourse to SRTA and GDOT. While this is appropriate for Developer borrowing from a bank, the obligation of SRTA and GDOT to make payments to the Developer under the DBFA agreement must be creditworthy. The obligation to pay the Developer must be assignable without offset and from a credit worthy entity in order for the Developer to borrow against or factor the receivable from SRTA.	GDOT does not propose to modify the RFP to facilitate financing structures which require isolating the lenders from construction completion risk, such as a receivables factoring approach.

	Section	Question / Comment	GDOT Response
65.	DBFA Section 4.1.4	Would GDOT clarify if clause 4.1.4 (or any other provision of the RFP documents) would preclude the Developer from periodically transferring its right to amounts that have been approved as Payment Requests by GDOT under clause 5 of Exhibit 7 but have not been paid in accordance with clause 6 of Exhibit 7, i.e., amounts representing Developer Finance?	GDOT does not propose to modify the RFP to facilitate financing structures which require isolating the lenders from construction completion risk, such as a receivables factoring approach.
66.	DBFA Section 4.1.4	Section 4.1.4 states that the Developer is prohibited from pledging or encumbering the Developer's Interest to secure any payment or reimbursement obligation with respect to the Developer Financing Letter of Credit. Please explain why this is prohibited?	GDOT does not propose to modify the RFP to facilitate financing structures which require isolating the lenders from construction completion risk, such as a receivables factoring approach.
67.	DBFA Section 5.2.1	The payment of monies owed by SRTA is "limited to funds available to SRTA ..." Is payment by SRTA conditioned on an appropriation or is this an absolute commitment?	SRTA's payment obligation is not subject to appropriation, but is a limited recourse obligation payable only from available funds. Available funds includes funds that SRTA expects to receive from GDOT, but only to the extent such funds are actually received, and the payment of such funds by GDOT to SRTA is subject to appropriation.
68.	DBFA Section 5.2.4	Section 5.2.4 of the DBF Agreement provides that "in no event" shall SRTA's total liability to Developer exceed the amount payable for a Termination for Convenience under Section 19.1 (which is ultimately determined in Exhibit 20). This seems to be incorrect. For example, amounts owed for a basic breach of contract should not be so limited.	Comment considered. No change will be made to the current document.

	Section	Question / Comment	GDOT Response
69.	DBFA Sections 6.1.2 and 6.1.3 Section 7.12.2	Sections 6.1.2 and 6.1.3 indicate that the Developer is not entitled to any relief for unknown physical (surface or subsurface) conditions (presumably including unknown conditions in existing improvements). This would seem to be in conflict with Section 7.12.2, which provides relief (above a \$1,000,000 deductible) for "latent defects" in existing improvements. Can this be clarified? As part of this clarification, can you make it clear that the relief available under Section 7.12.2 extends to unknown conditions in existing improvements (rather than being limited to only "latent defects")?	Comment considered. Developer shall not have responsibility for latent defects in existing improvements beyond the first \$500,000 (limit to be lowered from prior \$1,000,000 stated amount). Developer is otherwise assuming all risks of unknown conditions within the ROW. Corresponding revisions to be provided to DBFA as necessary.
70.	DBFA Section 6.2.3 Page 15	It is assumed that the environmental impacts quantified using the design schematics contained in the NEPA Approvals do not include any impacts from required utility adjustments. Please confirm that the Developer will not be responsible for costs or delays arising out of the NEPA documentation required to incorporate any additional impacts from these utility adjustments.	Comment considered. No change will be made to the current document. Developer shall be responsible for utility adjustments and all impacts thereof.
71.	DBFA Section 6.2.5	Please confirm that the Developer is not responsible for the SRTA or GDOT costs associated with review of the Developer-prepared applications for required Government Approvals. These costs should be anticipated and borne by GDOT / SRTA just as they are for any other design submittal review.	Comment considered and revisions to clarify intent that such Developer costs would be limited to those resulting NEPA re-evaluations but not to require reimbursement for review by GDOT/SRTA of routine submittals.
72.	DBFA Section 6.3.2	Section 6.3.2 sets up time periods for certain review and approval responsibilities of SRTA. Section 6.3.4 provides certain relief to Developer in the event SRTA does not comply with the applicable time limits. However, Sections 6.3.5 and 6.3.6 seem to	Comment considered and revisions to be provided to clarify that specific time limits for specific submittals as provided in the Technical documents shall be adopted by parties and SRTA delays in review of same, subject to section 6.3.2.3, may give rise to a

	Section	Question / Comment	GDOT Response
		be inconsistent with this. Can you clarify this to make it clear that Developer is entitled to relief, at least to the extent it is prejudiced by lack of timely action on the part of SRTA (similar to the concept in Section 6.3.8.4)?	Relief Event.
73.	DBFA Section 6.3.2.1 P 17	Existing Language: Whenever SRTA is entitled to review and comment on, or to affirmatively approve, a Submittal, SRTA shall have a period of not less than fourteen (14) days to act after the date" Proposed Revision: "Whenever SRTA is entitled to review and comment on, or to affirmatively approve, a Submittal, SRTA shall have a period of not more than ten (10) days to act after the date" Please reconsider changing this to "no more than 10 days". This timeframe is consistent with review periods in the DB industry and will help the Developer plan and maintain schedule	Comment considered and revisions to Section 6.3.2 will be provided to clarify that time periods in Technical Documents will be established and will control and otherwise time frames will generally be 14 days, subject to concurrent submittals of 10 or more.
74.	DBFA Section 6.3.2.1	Second line -- the words "not less than fourteen (14) days" should be "not more than fourteen (14) days".	Comment considered. No change will be made to the current document.
75.	DBFA Section 6.3.2.3	First sentence, the statement "SRTA may extend the applicable period for it to act..." is open ended.	Comment considered. No change will be made to the current document.
76.	DBFA Section 6.3.2.3	Please confirm that the submittals referenced in this section, and subject to the 10 concurrent submittal restrictions, refer to only those submittals required to be reviewed and approved by SRTA (listed in Section 1.4.1.3 as submittals related solely to the tolling infrastructure) and that submittals to be reviewed and approved by GDOT are not subject to	Comment considered. The change requested will not be adopted. However, further clarification as to responses to submittals shall be provided in revised DBFA draft.

	Section	Question / Comment	GDOT Response
		the 10 concurrent submittal restriction.	
77.	DBFA Section 7.2.1 Section 7.11.3 Exhibit 1 Definition of "Defects"	Would SRТА/GDOT consider the following clarifications related to Defects? "Defects" should be defined to (i) exclude issues caused by normal wear and tear, failure to operate or maintain the Project in accordance with O&M manuals and good industry practice, and activities of third parties after Substantial Completion; and (ii) relate only to issues that have caused or are likely to imminently cause the items set out in the definition (rather than "could cause"). Developer's warranty obligations should be triggered by failure to comply with the contractual standard of care set out in Section 7.2.1, rather than by the undefined phrase "Work that is defective" (reference Section 7.11.3).	Comment considered and revisions to be provided to tie warranty obligations to defined Defects and consistent with Standard of Care.
78.	DBFA Section 7.2.3	Second to last sentence, insert "excluding those instances as set forth in (b) above".	Revision will be provided.
79.	DBFA Section 7.2.6	Section 7.2.6 seems to deny any relief for changes in applicable standards, etc. which result from changes in law. Can it be clarified (including in the definition of Compensation Event) that Developer is entitled to compensation for additional costs of the Work directly resulting from changes in standards, etc., which result from changes in applicable law? On a slightly broader note, since Developer has no control over changes in law, which can significantly impact the cost of the work, can "Change in Law" be added as a Compensation Event?	Clarification to be provided with respect to ability to recover additional costs of Work resulting from changes in technical standards and/or for Changes in Law, subject to customary exclusions for matters related to conduct of Developer's business, such as taxes.
80.	DBFA	Please confirm when SRТА will contract with the	Under consideration as to timing. Developer should

	Section	Question / Comment	GDOT Response
	Section 7.4.1 Page 27	ETCS Contractor and NaviGator ITS Contractor such that the Developer will be able to coordinate the design and installation of the required toll infrastructure.	identify outside date for such engagement in terms of schedule requirements.
81.	DBFA Section 7.5.1.13 P 28	Existing Language: Developer shall continue to be the responsible party to SRTA for timely performance of all Utility Adjustment Work so that upon completion of the Work, <i>all Utilities that might impact the Project or be impacted by it</i> (whether located within or outside the Construction Maintenance Limits) are compatible with the Project. The Developer should only be responsible for Utilities that are impacted by the construction of the new facility. We respectfully request the language be modified to better limit the liability to work that is actually required due to conflicts with the improvements.	Developer shall be responsible for all utility adjustments required for the Project, including to coordinate any work by utilities/others as may be required.
82.	DBFA Section 7.5.2.1 Page 28	This paragraph contains two statements: “...Developer is responsible for preparing, negotiating and entering into Utility Agreements with the Utility Owners as required for construction of the Project...” and “Developer shall not have the authority to enter into and execute any Utility Agreement on either GDOT or SRTA’s behalf.” Please clarify the authority of the Developer to enter into Utility Agreements.	Comment considered, please review form of MUAA at Attachment 6-1 of Volume 3 which include GDOT as a party. Revision to clarify intent of DBFA will be provided.

	Section	Question / Comment	GDOT Response
83.	DBFA Section 7.5.2.1 P 28	<p>“Developer shall provide the designated GDOT Authorized Representative not less than fourteen (14) days prior notice any meeting (or conference call) with any Utility Owner) for purposes of discussing and/or negotiating any such Utility Agreements and GDOT shall be afforded the opportunity to participate in such meeting (or conference call).”</p> <p>Please consider changing the timeframe to 5 days. The developer needs the flexibility to work on a fast paced process and 14 days could have potential schedule impacts. “Developer shall provide the designated GDOT Authorized Representative not less than five (5) days prior notice any meeting (or conference call) with any Utility Owner) for purposes of discussing and/or negotiating any such Utility Agreements and GDOT shall be afforded the opportunity to participate in such meeting (or conference call).”</p>	To be revised to provide for 10 days prior notice unless a lesser period is approved by GDOT.
84.	DBFA Section 7.5.4.1 P 29	<p>The following statement requires the Developer to contract with Utility owners for betterment work. SRTA/GDOT should be responsible for directing and paying for all work on the project to help them manage and control all required work. Please consider changing this language. “ Developer shall collect directly from the Utility Owner any reimbursement due to Developer for Betterment costs or for other costs that are the Utility Owner’s responsibility under applicable Law or the applicable Utility Agreement.”</p> <p>Developer shall collect from the SRTA/GDOT any reimbursement due to Developer for Betterment</p>	Comment considered. No change will be made to the current document.

	Section	Question / Comment	GDOT Response
		costs or for other costs that are the Utility Owner's responsibility under applicable Law or the applicable Utility Agreement."	
85.	DBFA Section 7.5.4.2 P 29	<p>For each Utility Adjustment, the eligibility of particular Utility Owner costs (both indirect and direct) for reimbursement by Developer and any credits due against those costs (e.g., for Betterment), as well as the determination of any Betterment or other costs due to Developer from a Utility Owner, shall be established in accordance with applicable Law and the applicable Utility Agreement(s). Any Utility Owner claiming the existence of a prior right with respect to a Utility Adjustment shall be responsible and have the burden of establishing such claim. In such case, a Utility Owner shall be required to provide Developer with all supporting documentation to substantiate its prior right claim with respect to a Utility Adjustment. In the event Developer and Utility Owner are unable to reach agreement with respect to a prior right claim within thirty (30) days from Utility Owner's submission to Developer of the supporting documentation, then Developer may submit such information to SRTA for SRTA's determination. Developers scope or extent of the required documentation and studies to accomplish the reevaluations. Section 7.5.4.2 shall be made within sixty (60) days of SRTA's receipt of Developer's submission.</p> <p>This should be SRTA role to determine prior rights and not the Developer's role. This process will prolong the schedule and will cause the project to be artificially longer than it needs to be. Please</p>	Comment considered. No change will be made to the current document. All prior rights are responsibility of Developer; title searches are included in Reference Information Documents.

	Section	Question / Comment	GDOT Response
		consider changing this requirement to SRTA's and not the Developer.	
86.	DBFA Section 7.5.4.4 P 30	<p>Developer is solely responsible for collecting directly from the Utility Owner any amounts owed to Developer by the Utility Owner. If for any reason Developer is unable to collect any amounts due to Developer from any Utility Owner, then (a) neither SRTA nor GDOT shall have any liability for such amounts, (b) Developer shall have no right to collect such amounts from SRTA or GDOT or to offset such amounts against amounts otherwise owing from Developer to SRTA, and (c) Developer shall have no right to stop Work or to exercise any other remedies against SRTA or GDOT on account of such failure to pay</p> <p>The Developer should be responsible for collecting all funds related to project work, including betterments, from SRTA/G DOT. Requiring the Developer to collect funds from third parties may give the third parties undue leverage and may cause detrimental impacts to the project. Please consider changing this to the Developer will receive all funds for Work on the project from SRTA/GDOT</p>	Comment considered. No change will be made to the current document.
87.	DBFA Section 7.7 Exhibit 17	<p>Would SRTA/GDOT consider the following provisions related to the risk of loss?</p> <p>The DBFA Documents should address risk of physical loss or damage to the Project and transfer of care, custody and control to SRTA following Substantial Completion. We recommend that:</p> <ul style="list-style-type: none"> • Developer bear risk of loss to the Project from the turnover of Existing Right of 	Comment considered and revision to be made to provide for transfer of control and risk of loss, subject to customary carveouts.

	Section	Question / Comment	GDOT Response
		<p>Way until Substantial Completion, and the obligation to reinstate damage to the Project during that period (provided that SRTA should remain responsible for Uninsurable Risk);</p> <ul style="list-style-type: none"> • Developer procure Builder's Risk insurance during that period, and be the loss payee under that insurance to provide the funds necessary to perform required repair and reinstatement work; and • SRTA take care, custody and control of the Project following Substantial Completion and accept risk of loss thereafter, subject only to Developer's continuing warranty obligations. 	
88.	DBFA Section 7.7.1.2(f) Page 36	One of the conditions of Substantial Completion is that the ETCS integration is completed. The consultant/contractor performing this work is not under contract with the Developer and the Developer is, therefore, not in control of the completion of the ETCS integration. Please remove this requirement from the Substantial Completion criteria.	Comment considered. No change will be made to the current document.
89.	DBFA Section 7.7.1.2(f)	What happens if Toll Equipment is late? Toll Equipment does not appear to be the responsibility of Developer.	Developer may be entitled to Relief Event.
90.	DBFA Section 7.7.3	With reference to Section 7.7.3, the term "GDOT" appears only in Section 7.7.3.5. There are a number of obviously incorrect references in other places	Section 7.7.3.4 reference to SRTA will be revised to say GDOT. Section 7.7.3.5 will be clarified to provide SRTA's response is dependent upon GDOT

	Section	Question / Comment	GDOT Response
		(such as line 6 of Section 7.7.3.4, which states that "SRTA may, but is not obligated to, jointly with SRTA)." Is the intention to include or not include GDOT? Can this be clarified?	recommendation. Where GDOT is otherwise specifically referenced, it is intentional.
91.	DBFA Section 7.8.6	This section should also include GDOT or SRTA liability for not only Pre-Existing Hazardous Materials but also any Hazardous Materials released by GDOT or SRTA or their agents.	Clarification as to continued liability under law to be provided.
92.	DBFA Section 7.8.6 Exhibit 1 def of "Developer Release of Hazardous Materials"	As noted in DBFA Section 7.8.6, Developer-Related Entities should not be exposed to third-party liability or statutory liability related to Pre-Existing Hazardous Materials except to the extent that their negligence contributes to the liability. Would SRTA/GDOT consider the following additional provisions? SRTA should provide an express release and indemnity to Developer-Related Entities from and against liability relating to all Pre-Existing Hazardous Materials claims, including CERCLA and third party claims, to the extent permitted by applicable Law. Developer-Related Entities should be entitled to use SRTA's EPA ID number and list SRTA as generator and/or arranger on manifests related to Pre-Existing Hazardous Materials.	Comment considered. No such indemnity will be provided.
93.	DBFA Section 7.9 P 42	Throughout the course of the Design Work and Construction Work, Developer shall perform or cause to be performed all environmental mitigation measures required under the Environmental Approvals, including the NEPA Approval and any other Governmental Approvals for the Project, or under the DBFA Documents, and shall comply with	Developer is to price all requirements up to the date that will be provided under the term "Technical Documents". It is anticipated that the Record of Decision will be the latest approval in advance of the date provided under Technical Document definition and Proposal Due Date. The definition of NEPA Approval includes the environmental commitments

	Section	Question / Comment	GDOT Response
		<p>all other conditions and requirements of the Environmental Approvals...</p> <p>The Developer should only be responsible for mitigation measures that are known at the time of the final bid submittal and incorporated into the DBFA agreement thru addendum. Requiring the Developer to price mitigation measures that are unknown will artificial drive up the price of the project.</p>	and mitigation measures of the latest Environmental Approval.
94.	DBFA Section 7.11.3	Warranty period for corrective work is two years. We request that the period be changed to one year.	Comment considered. No change will be made to the current document.
95.	DBFA Section 7.12.2	We request that the latent defect in Existing Improvements borne by Developer be reduced from \$1,000,000 to \$500,000.	Comment considered and a revision to reduce the amount to \$500,000 will be provided.
96.	DBFA Section 7.13 Section 9.2	With reference to Section 7.13, can you clarify which facilities fall within Developer's operational responsibility? See also Section 9.2, which requires Developer to maintain traffic on the "Project" and "Related Transportation Facilities" (which is not defined). The definition of "Related Traffic Properties" includes "adjacent," "connecting," and "crossing" facilities. Which, if any, of these facilities fall within Developer's operational and MOT responsibility?	The DBF Agreement will be revised to include the definition for Related Transportation Facilities. Developer shall have maintenance responsibilities for all facilities with Construction Maintenance Limits (CML) Plan and also for traffic management as required per technical documents.
97.	DBFA Section 9.2.2 Page 45	Please remove the requirement for traffic management strategies for "field maintenance and repair work in response to Incidents, Emergencies and lane closures." This appears to be more applicable to long-term operations and maintenance	Section will be revised to clarify obligation is from NTP2 to Final Acceptance.

	Section	Question / Comment	GDOT Response
		responsibilities that are not part of this contract.	
98.	DBFA Section 10.3.3	Given the size of the Project, could SRTA relax the requirement to review and comment on all Contracts in excess of \$100,000? We would recommend a threshold of \$10 million to trigger SRTA's review and comment rights.	Comment considered. No change will be made to the current document. GDOT reserves the right to audit all such contracts at the stated limit for compliance with the requirements of the DBF Documents.
99.	DBFA Section 10.11.2	It is Developer's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Agreement is in effect, Developer shall bear the cost of such changes and shall have no Claim against SRTA or GDOT on account of such changes. Without limiting the foregoing, no Claim will be allowed which is based upon Developer's lack of knowledge or a misunderstanding of any such requirements. Changes to prevailing wages should be a compensable event. The developer has no control of the Federal or State governments that would enact these changes.	Comment considered. No change will be made to the current document.
100.	DBFA General Articles 13 and 14	A number of provisions in the DBF Agreement relate to adjustment of the Contract Sum and various completion dates (for example, Articles 13 and 14). Most of this language is limited to adjustment to the Contract Sum and various milestone or completion dates. Can this be clarified to make it clear that other relevant provisions of the DBF Agreement may also be subject to adjustment (such as the aggregate maximum funding amount)?	Clarifications to be made in next draft of DBFA.
101.	DBFA	Would SRTA/GDOT consider the following	Proposer is advised that multiple questions are presented as a single inquiry and that GDOT

	Section	Question / Comment	GDOT Response
	Section 13.1 Section 13.2 Exhibit 1 definitions of Compensation Event, Force Majeure Event and Relief Event	<p>provisions related to change relief?</p> <ul style="list-style-type: none"> The type of differing site conditions which qualify as Compensation Events and Relief Events (...at the actual boring holes...) should be expanded to provide relief for subsurface or latent physical conditions which differ materially from those shown in the DBFA Documents, and which are not readily ascertainable from the DBFA Documents or an inspection of the Property. Force Majeure Events should include all events which have a material adverse impact on the Project Schedule and are (i) beyond Developer's reasonable control, (ii) not due to Developer's fault or negligence, and (iii) could not have been avoided by Developer's exercise of due caution. If an event satisfies those criteria, it should not also need to occur within the State, or to cause direct physical damage to the Project. The definitions of Compensation Event and Relief Event should include acts and omissions of Separate Contractors (including the ETCS Contractor and NaviGator Contractor) that have a material adverse affect on Developer's Work. Compensation Events (e.g. items (g) and (h)) and Relief Events (e.g. item (o)) that currently address issues related only to NEPA should be expanded to include issues related to any SRТА-provided Governmental 	<p>reserves the right to limit its response to a single inquiry going forward.</p> <p>The multiple comments presented have been considered.</p> <p>The definition of Relief Events will be revised to include delays due solely to the ETCS or Navigator contractors.</p> <p>Revisions will be provided to address SRТА provided Government Approvals.</p> <p>Revisions will be provided to address a Compensation Event relative to a Change in Law.</p> <p>Revisions to clarify that financing costs may be included within amount paid following a Compensation Event.</p> <p>No further changes will be provided with respect to the comments offered.</p>

	Section	Question / Comment	GDOT Response
		<p>Approvals.</p> <ul style="list-style-type: none"> • Any Change in Law (rather than only Discriminatory Changes in Law) should be a Compensation Event. • Because this is a P3 Project, with a Developer Finance component, for Relief Events, Developer should be entitled (at a minimum) to receive additional carrying costs on the Developer financed amounts corresponding to the period of any delay. • Schedule relief for Relief Events should be determined separately with respect to each interim milestone on the Project Schedule (to be determined by reference to the critical path to that interim milestone), and with respect to the Substantial Completion Deadline and the Final Acceptance Deadline (to be determined by reference to the critical path to those deadlines), to ensure that Developer's exposure to interim schedule LDs or other liability is not negatively impacted by Relief Events. 	
102.	DBFA Section 14.2.3	<p>Developer shall be solely responsible for payment of any increased costs and for any Project Schedule delays or other impacts resulting from a Change Request accepted by SRTA. If the Change Request results in a decrease in the costs of designing, constructing or operating the Project, the savings in costs shall be allocated between Developer and SRTA as set forth in the Supplemental Agreement.</p> <p>The Developer should not be responsible to pay for</p>	<p>Comment considered and revisions to Section 14.2.3 responding to Developer directed Change requests will be revised to clarify that except as set forth in a Supplement Agreement, Developer shall have sole risk for schedule and cost impact from such changes and further that SRTA shall have no obligation to approve any such Change requests.</p>

	Section	Question / Comment	GDOT Response
		changes to the contract documents. This is the responsibility of SRTA. Please change this section to the following. " SRTA shall be solely responsible for payment of any increased costs and for any Project Schedule delays or other impacts resulting from a Change Request accepted by SRTA. If the Change Request results in a decrease in the costs of designing, constructing or operating the Project, the savings in costs shall be allocated between Developer and SRTA as set forth in the Supplemental Agreement."	
103.	DBFA Section 16	Sureties are unlikely to bond the project and lenders unlikely to provide financing if the contract allows for set-offs from other projects. Would SRTA/GDOT consider modifying Article 16 to include a clause that specifically restricts SRTA from making any payment deductions unless solely related to the performance of the contractor on this contract?	Request under consideration by GDOT.
104.	DBFA Section 16.1.1 P 66	Second sentence. If SRTA elects to review and approve all Insurance Policies prior to final placement will schedule relief be given to Developer for any delay in commencement of Work attributable to this review and approval process?	Comment considered and DBFA provisions will be revised to clarify that all Project specific policies will be bound at the time of execution except where otherwise agreed between SRTA and Developer. Developer should provide policy specimens with sufficient lead time.
105.	DBFA Section 16.1.2.1(a) P 66	Surety Companies are listed on Treasury Department Circular 570. Accordingly such listing should not be a criteria use for Casualty and Property Insurers.	Provision will be deleted as to insurance.

	Section	Question / Comment	GDOT Response
106.	DBFA Section 16.1.2.11	Section 16.1.2.11 seems to allow SRTA the ability to require increased amounts of minimum insurance coverage and/or to reduce the amount of deductibles. Is it intended that Developer would be entitled to recover additional costs resulting from any such directive?	Changes to the insurance provisions will be provided noting that project specific policies will be required for the Project term, with the exception of automobile coverage.
107.	DBFA Section 16.1.2.11 P 69	Will the Developer recover the costs arising out of any modifications in insurance policy coverage terms, conditions, limits or deductibles required by SRTA under a Change Order?	Comment considered and revision to be provided noting that policies will be bound for term limits, with the exception of automobile coverage.
108.	DBFA Section 16.1.2.12 P 70	“Inadequacy and Unavailability of Required Coverages” should be expanded to include a provision providing relief for Developer from required insurance coverage terms, conditions, deductibles and limits that are not reasonably commercially available – such as “If through no fault of Developer any of the coverages required in the DBFA, or any of the required terms of such coverages including limits and deductibles are or become unavailable as determined under a commercial reasonableness standard, SRTA will work with the Developer to find commercially reasonable alternatives to the required coverages.”	Comment considered. No change to be provided given that policies required are within market norms and will be bound for term limits, with the exception of automobile coverage.
109.	DBFA Section	Contesting Denial of Coverage. If the a reported claim is a matter covered by an indemnity in favor of an Indemnified Party then Developer should determine if the claim denial should be contested.	Comment considered and revisions to be provided to allow for certain limited rights of settlement of claims.

	Section	Question / Comment	GDOT Response
	16.1.4 P 70		
110.	DBFA Section 16.1.4.4	Section 16.1.4.4 provides that Developer shall not settle any insurance claim without prior written approval of SRTA. Is this intended to apply only to claims made by SRTA? It would seem inappropriate for SRTA to have approval rights over other claims of Developer.	Comment considered and revisions to be provided to allow for Developer to settle claims without the consent of an indemnified party provided that such claims would not (i) require any injunctive relief, equitable remedies or otherwise require indemnified party to comply with limitations or restrictions that adversely impair the reputation or standing of indemnified party, (ii) require indemnified party to pay any amounts, (iii) would not fully release indemnified party, or (iv) otherwise directly involves GDOT, SRTA or the State, any of which may only be represented by the Attorney General with respect to such matters. Further, workers compensation claims shall not be subject to SRTA approval.
111.	DBFA Section 16.2.2.1	"If Developer elects to furnish, or cause the furnishing of, a P&P Letter of Credit, Developer shall obtain and deliver, to SRTA, P&P Letters of Credit in the aggregate amount of <u>\$350,000,000</u> , in substantially the form of Form D-5 <u>D-6</u> of Volume I of the RFP (Instructions to Proposers), identifying the Developer as the P&P Obligor <u>Applicant</u> , securing Developer's obligations to perform the original Work and to ensure that payments owing to Claimants <u>Beneficiary</u> are made with respect to such Work."	Corrective changes to be provided.
112.	DBFA Section 16.2.6	Warranty Period on bonds is 2 years. We request that Warranty Period be limited to 1 year. Also the Warranty Period should commence at Substantial	Comment considered. No change will be made to the current document.

	Section	Question / Comment	GDOT Response
		Completion not Final Acceptance.	
113.	DBFA Section 16.4	Section 16.4 seems to require Developer to require all of its contractors who provide guaranties to Developer to include SRTA and GDOT as beneficiaries of all such guaranties. Can this be clarified to apply to a smaller universe (such as “Key Contracts”)?	Please see Section 16.4.2, which refers to Key Contracts.
114.	DBFA Section 16.4.1	Since in this DBFA the Developer is effectively the design-builder and the entity which has prequalified we do not see the need for a separate Guarantor. However, if a guarantee is necessary in addition to the P&P Bonds/P&P Letters, may the Design-Build Contractor provide a guarantee from an affiliate from within the same corporate group, rather than from its parent company, to meet the requirements of Section 16.4.1?	Yes, GDOT would consider as a Guarantor an affiliate from within the same corporate group, if affiliate is of sufficient financial strength, subject to satisfaction of certain legal requirements re the “benefits” to the affiliate.
115.	DBFA Section 16.5	Would SRTA/GDOT consider the following provisions related to the Developer’s indemnity obligations? Developer’s indemnity and defense obligations should be limited to Third Party Claims and Third Party Losses for personal injury or property loss/damage, and should be limited to the extent of Developer’s fault or negligence – i.e. they should carve out any contributing fault or negligence of the Indemnified Parties, rather than “sole” fault or negligence (as per DBFA Section 16.5.2.1).	Comment considered. No change will be made to the current document.
116.	DBFA Section 16.5.1	In Section 16.5.1, Developer is required to defend the Indemnified Parties against all Third Party Claims and Third Party Losses “arising out of,	Comment considered. No change will be made to the current document.

	Section	Question / Comment	GDOT Response
		relating to or resulting from” the items specified in Section 16.5.1. Can this be clarified to make it clear that Developer’s indemnity extends only to such claims “to the extent” arising out of, relating to, or resulting from such items?	
117.	DBFA Section 16.5.1.8	Section 16.5.1.8 requires the Developer to indemnify the Indemnified Parties against any claim by another developer or contractor that Developer “interfered with or hindered the progress or completion of work” of such other contractor, or “failed to cooperate reasonably with the other contractor.” Since it may be impossible to prevent some amount of interference, can this be clarified to apply only to claims to the extent resulting from Developer’s failure to cooperate reasonably?	GDOT has considered this comment. No change will be made to the current document. However, GDOT is considering revisions to DBFA and integrator contracts to provide that parties sole remedies shall be schedule relief and may not otherwise look to other parties for impact damages or costs.
118.	DBFA Section 16.6	Can Section 16.6 be modified to provide that if Developer defends an Indemnified Party, but it is subsequently established that Developer was not at fault, that Developer is entitled to reimbursement of that portion of the defense costs attributable to the fault of the Indemnified Party?	Comment considered. No change will be made to the current document.
119.	DBFA Article 16 & Exhibit 17	It would be very unusual for automobile insurance, workers’ compensation insurance and general liability insurance coverages to be “project specific” and not part of the Developers existing insurance coverages. Please clarify which insurance coverages must be addressed through “project specific” insurance policies.	Revision will be provided to clarify that automobile coverage will not be project specific.
120.	DBFA	There are many references throughout the insurance provisions that owner and related entities	Revisions/clarifications to be provided as needed to provide that SRTA and GDOT will be additional

	Section	Question / Comment	GDOT Response
	Article 16 & Exhibit 17	must be added as “named insureds”. Insurers are extremely reluctant to add parties as “named insureds”, and if required, will result in significant additional premiums. We request that the insurance provisions be modified to require owners and related entities to be named as “additional insureds” as their interests appear instead of “named insureds.”	named insured (not first named insured) as indicated on all policies other than auto where they may be additional insureds. No similar endorsements for workers compensation or professional liability.
121.	DBFA Article 16 & Exhibit 17	Will self-insured retentions be acceptable in lieu of the stated deductibles required on various insurance coverages? The Developer may have existing insurance coverages with deductibles/self-insured retentions greater than those specified in Article 16 & Exhibit 17.	Comment considered and GDOT has determined that self insured retention will not be acceptable for Project specific coverages.
122.	DBFA Article 16 & Exhibit 17	We recommend increasing maximum deductible positions, which are currently quite low?	GDOT has considered this comment. No change will be made to the current document.
123.	DBFA Article 16 Exhibit 17, Paragraph 1(b)	Exhibit 17, Paragraph 1(b) seems to imply that the coverage must extend to existing infrastructure, which would not be covered by a standard Builder’s Risk insurance policy. Please confirm that Builder’s Risk insurance must only extend to new construction related to the Project, and not to existing infrastructure adjacent to the new construction.	Policy must respond to related incidental damage to adjacent property/structures of the roadway.
124.	DBFA Article 16 Exhibit 17,	What is “DE5 or LEG3 language”?	Design and Associated Defects Exclusion - LEG 3/96 Exclusion: <i>"The Insurer(s) shall not be liable for:</i> <i>All costs rendered necessary by defects of material workmanship design plan or specification and</i>

	Section	Question / Comment	GDOT Response
	Paragraph 1(f)		<p><i>should damage occur to any portion of the Insured Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost incurred to improve the original material workmanship design plan or specification.</i></p> <p><i>For the purpose of the policy and not merely this exclusion it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification"</i></p> <p>Design Improvement Exclusion DE5 (1995)</p> <p><i>This policy excludes:</i></p> <p><i>(a) The cost necessary to replace repair or rectify any Property Insured which is defective in design plan specification materials or workmanship.</i></p> <p><i>(b) Loss or damage to the Property Insured caused to enable replacement repair or rectification of such defective Property Insured.</i></p> <p><i>But should damage to the Property Insured which is free of such defective condition(other than damage as defined in (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from and the additional costs of improvement to the original design plan specification materials or workmanship.</i></p>

	Section	Question / Comment	GDOT Response
125.	DBFA Article 16 Exhibit 17, Paragraph 4	\$100 Million is an extraordinary level of insurance, and would not seem to be necessary given the Project exposures and risks, which are the same exposures and risks Developer faces on any road construction project. With regard to commercial general liability insurance coverage, is Developer actually required to purchase \$100 Million in per occurrence and aggregate limits on an annual basis or was it the intent that those limits would be for the life of the Project?	Revision to be provided to clarify that policy limit is for project specific coverage for the full term and does not reset annually.
126.	DBFA Article 16 Exhibit 17, Paragraph 5	Very few subcontracting entities will have existing automobile insurance coverage with \$25 Million in limits. Industry standard for construction such as this is typically \$5 Million or less. We request that SRTA/GDOT specify lower per occurrence/aggregate limits (perhaps \$5 Million) for Developer's subcontractors, including trucking/hauling companies.	Comment considered. No change will be made to the current document. Please see Exhibit 17 Section 5(e), which provides that lower levels of Auto Liability Insurance coverage for Subcontractors must be submitted to SRTA for approval. Approval of lower Auto Insurance limits would not reduce Developer's liability.
127.	DBFA Article 16 Exhibit 17, Paragraph 8	Workers' compensation insurers do not allow "additional named insureds" on workers' compensation insurance policies. Please delete the requirement that subcontractors, suppliers and subconsultants be included as "additional named insureds" on the applicable workers' compensation insurance policy.	No such requirement exists. No change will be made to the current document which does not require an additional insured endorsement for workers' compensation.
128.	DBFA Article 16	Coverage for existing property and improvements under a Builder's Risk Insurance Policy will be subject to a sublimit. What sublimit does SRTA require for this coverage exposure?	The DBFA will be revised to specify the applicable Builders Risk coverage sublimits under Exhibit 17.

	Section	Question / Comment	GDOT Response
	Exhibit 17.1(b)		
129.	DBFA Article 16 Exhibit 17.1(c) P 1	Coverage for professional fees, demolition and debris removal under a Builder's Risk Insurance Policy will be subject to sublimits. What sublimits does SRTA required for these exposures?	The DBFA will be revised to specify the applicable Builders Risk coverage sublimits under Exhibit 17.
130.	DBFA Article 16 Exhibit 17.1(d) P 1	Developer has risk of loss for the Project. Accordingly SRTA should not be named as Loss Payee under the policy.	Comment under further consideration and review and SRTA/GDOT may accept co-loss payee and/or other language to provide reasonable assurance that payments will be subject to SRTA/GDOT's review and confirmation of replacement work.
131.	DBFA Article 16 Exhibit 17.1(e) P 1	Coverage for the exposures identified in subsections (iii), (iv), (v), (vi), (vii) and (viii) are subject to sublimits. What sublimits does SRTA require for these exposures.	Revision to be provided to Exhibit 17 to reflect all required minimum sublimits.
132.	DBFA Article 16 Exhibit 17.4(c) P 2	Does SRTA intend to require that the CGL and Excess Liability coverage limit of \$100M be purchased on an annual basis rather that for the term of the Project?	Comment considered and CGL policy will be a project specific policy purchased for the term, not on an annual basis with resetting limits.

	Section	Question / Comment	GDOT Response
133.	DBFA Article 16 Exhibit 17.4(e) P 2	Should not SRTA and GDOT and the Indemnified Parties be “additional” insureds under the Commercial General Liability Insurance?	As policies are being purchased for the Project, they will be additional named insureds, not first party named insureds.
134.	DBFA Article 16 Exhibit 17.4(g) P	Will SRTA allow use of a policy with a “self insured retention” or a deductible not exceeding \$ 250,000?	No.
135.	DBFA Article 16 Exhibit 17.7 P 4	Will SRTA allow Developer’s Design-Build Contractor to cause its Lead Design Subcontractor to procure the required Project Professional Liability Policy with a coverage limit of \$ 25,000,000, since all design will be performed by the subcontractor. This will preserve Developers right to the protection of the policy?	Yes.
136.	DBFA Article 16 Exhibit 17.9(c) P 5	Will SRTA allow the Employer’s Liability Insurance coverage limit to be met by a combination of Primary Employer’s Liability Insurance and the Excess or Umbrella limit applicable to commercial general liability insurance?	Yes.
137.	DBFA Article 17	Given the nature of this Project, we believe the Developer is entitled to an aggregate limitation of	GDOT has considered this comment. No change

	Section	Question / Comment	GDOT Response
		liability and we would like to discuss this issue.	will be made to the current document.
138.	DBFA Article 17 General	Is SRTA willing to include an aggregate “cap of liability,” as well as a “subcap” for liquidated damages and a “subcap” for warranty liability?	GDOT has considered this comment. No change will be made to the current document.
139.	DBFA Article 17 General	<p>Would SRTA/GDOT consider the following limit of liability provisions?</p> <p>SRTA should limit Developer-Related Entities’ aggregate liability to fifteen percent (15%) of the Design-Build Sum, regardless of the theory of liability. The limit of liability should apply to the extent permitted by applicable Law, with carve outs for: (i) proceeds of contractually required insurance policies; (ii) Developer’s indemnity obligations for Third Party Claims of bodily injury and property damage; and (iii) abandonment.</p>	GDOT has considered this comment. No change will be made to the current document.
140.	DBFA Article 17 Exhibit 18	<p>Would SRTA/GDOT consider the following provisions related to liquidated damages?</p> <p>Developer’s payment of schedule liquidated damages should be SRTA’s sole remedy for delay, subject to SRTA’s right to terminate the DBF Agreement for default if Developer’s liability for liquidated damages reaches an agreed contractual limit. We would expect such a limit to be no more than 10% of the Design-Build Sum, and to be reached not sooner than one year following the Substantial Completion Deadline.</p> <p>Also, with regards to the “incident based” liquidated damages, to the extent any such liquidated damages are included in the contract, they should</p>	Comments considered. Responsive changes will be made in the next draft.

	Section	Question / Comment	GDOT Response
		be subject to a daily cap, should be better defined, and should be the sole remedy for the breach to which they relate.	
141.	DBFA General	Would GDOT/SRTA consider the following provisions? Contractual limits, releases and exclusions of liability should apply regardless of the theory of liability (whether brought in contract, tort including negligence, indemnity or on any other basis); should benefit and be directly enforceable by Developer-Related Entities; and should bind SRTA, GDOT and any other Governmental Entity with an ownership interest in the Project.	Comment considered and a change which clarifies that the Developer-Related Entities will not be exposed to multiple judgements for the same issue is under consideration.
142.	DBFA Sections 17.1.1 and 19.3.1	For Lenders, we need a Long Stop Date for Default if we do not achieve Substantial Completion or Final Acceptance by their respective Deadlines.	Comment considered and GDOT will provide for a "Long-Stop" date subject to incorporating the remedial plan pursuant to section 17.3.5 of the DBFA.
143.	DBFA Section 17.3.4.3 Exhibit 20, Section E.2	Section 17.3.4.3 seems to allow SRTA to require Developer to make an advance payment to SRTA of the full face value of any disputed claim asserted against Developer by SRTA, and/or to provide a Letter of Credit in an amount up to 50% of such claim? Is this the intent? If so, can this be eliminated? This concept also needs to be eliminated from Exhibit 20, Section E.2.	Comment considered and Section 17.3.4.3(b) to be omitted.
144.	DBFA Section 17.3.11	Would SRTA/GDOT consider the following revisions to the liability provisions related to consequential damages? The contractual release of liability for consequential	Comment considered and revisions to be provided in response to same.

	Section	Question / Comment	GDOT Response
		damages should apply to the extent permitted by applicable Law, regardless of the theory of liability, with carve outs for: (i) contractual liquidated damages and (ii) proceeds of contractually required insurance policies. Developer should not be responsible for consequential damages based on the bad acts of Contractors, except to the extent required by applicable Law.	
145.	DBFA Section 17.3.11.1	We assume that the language “special, indirect or incidental consequential damages” in Section 17.3.11.1 is a typo. Can this be corrected to “special, indirect, incidental or consequential damages”? Also, in Section 17.3.11.2 (e), there is a reference to “Part A of Exhibit 7,” which does not exist. Can you explain the intent here?	Corrections as indicated to be made. Reference to Part A deleted.
146.	DBFA Section 17.4	Add a section “17.4.3.8” which provides that Liquidated Damages may be assessed only for “delays caused solely by Developer” and that “Liquidated Damages are SRTA’s sole and exclusive remedy for delays caused solely by Developer”.	Comments considered. In the first instance no change will be provided. As to the second comment, clarification will be provided as to liquidated damages being the sole remedy for impact and delay, but shall not otherwise limit claims for direct damages to complete construction or other remedies available, such as termination rights.
147.	DBFA Section 17.4.2.1	Section states that Developer is responsible for damages, in addition to liquidated damages, for any expenses incurred by SRTA or GDOT for Developer’s delay of the ETCS Integration Contractor or the Navigator Integration Contractor. Exhibit 9 of the DBFA agreement lists milestones for both the Navigator and ETCS Integrators but Exhibit 18 of the DBFA does not apply any associated liquidated damages for the integration milestones in	Technical Documents will be revised to include further details and scope for ETCS and NaviGator integration work. GDOT is considering revisions to DBFA and integrator contracts to provide that parties sole remedies shall be schedule relief and may not otherwise look to other parties for impact damages or costs.

	Section	Question / Comment	GDOT Response
		Exhibit 9. Please provide a clear definition of what work is required to be completed for both the Navigator and ETCS Integration milestones listed in Exhibit 9 of the DBFA. Also suggest setting liquidated damage amount in lieu of consequential damages as Section 17.4.2.1 now suggests.	
148.	DBFA Section 17.6.4.2(b)	Add at the end of the phrase – “or out of Pre-existing Hazardous Materials”.	Comment considered. Revision to be provided.
149.	DBFA Section 17.7	Would SRTA/GDOT consider an interim dispute resolution process as outlined below? As a result of the large cash flow carrying costs on this project, we believe that an interim dispute resolution mechanism with interim binding effect (such as expert determination, dispute resolution boards or other) provides a valuable mechanism for resolving disputes on an interim basis, subject to final dispute resolution as agreed in the DBFA Documents. We recommend such a mechanism be included in the contract. Would SRTA/GDOT also consider final dispute resolution through binding arbitration or through litigation in the federal courts, to help ensure a finder of fact with sufficient legal and technical expertise to resolve potentially complex construction claims? We believe this would benefit SRTA, GDOT and Developer.	Comment considered. No change will be provided.
150.	DBFA Section 20	DBFA Section 20. Please confirm that it is the intent of SRTA and GDOT to allow an assignment of receivables under the DBF Agreement which will provide for payment of the Final Payment to an	Comment considered. No change will be made to the current document. Assignment of receivables will not be permitted.

	Section	Question / Comment	GDOT Response
		assignee or trustee. Please confirm that amounts approved as due on Payment Requests not paid but deferred as Developer Financing will be assignable to an assignee without regard to future performance under the contract.	
151.	DBFA Section 20.1.4	Need to delete concept. Need to assign Agreement to Lender.	Revisions to Section 20.1.4 to be provided (to clarify intent is not to preclude a collateral assignment to a lender).
152.	DBFA Exhibit 1 (Compensation Event definition)	Can a SRTA suspension be added as a Compensation Event?	Comment considered. No change will be made to the current document.
153.	DBFA Exhibit 1 (Compensation Event definition)	Can Item (c) of Compensation Event be modified to include material breaches by GDOT (similar to Item (e) in the definition of Relief Event)?	Comment considered. No change will be made to the current document.
154.	DBFA Exhibit 1 (Compensation Event definition)	Item (l) of the definition of "Compensation Event" is limited to subsurface conditions "at the actual boring holes." This is extremely limited and somewhat illogical (since the material inside the actual boring hole has already been removed). Can this be revised to apply to conditions reasonably expected based upon the actual boring information?	Comment considered. No change will be made to the current document.
155.	DBFA Exhibit 1 (Compensation Event definition)	In both the definition of Compensation Event (l) and Relief Event (j), the differing site condition provision applies only with respect to the physical conditions at the actual boring hole. Developer should be entitled to rely on the boring holes for the entire	Comment considered. No change will be made to the current document.

	Section	Question / Comment	GDOT Response
	(Relief Event definition)	construction site.	
156.	DBFA Exhibit 1 (Force Majeure definition)	The definition of "Force Majeure Event" is limited to specified items only, and omits a number of typical Force Majeure events. Can this be modified to a more standard inclusive type of definition which includes (but is not limited to) specified items?	Comment considered. No change will be made to the current document.
157.	DBFA Exhibit 1 (Force Majeure definition)	The definition of Compensation Event should include a Force Majeure Event similar to the definition of Relief Event.	Comment considered. No change will be made to the current document. Developer shall have risk for impact costs for delays except as expressly provided in DBFA.
158.	DBFA Exhibit 1 (Record Drawings definition) Page 35	The definition of Record Drawings references the "Operating Period." The Developer is not responsible for the operation of the facility and therefore the Record Drawings definition should remove this reference.	Definition of Record Drawings to be revised.
159.	DBFA Exhibit 1 (Local Project Office definition) Page 26	The definition of Local Project Office references Section 10.15.1 of the DBF Agreement. There does not appear to be a Section 10.15.1 in the agreement.	Definition no longer used and will be deleted.
160.	DBFA Exhibit 1	There is currently a very broad definition of Safety Compliance that could lead to a Safety Compliance Order to be implemented at the Developer's cost.	Definition of Safety Compliance to be revised to clarify that any such order to be issued by GDOT or SRTA shall be limited to failures to comply with the

	Section	Question / Comment	GDOT Response
	(Safety Compliance definition)	Please provide a definition that provides objective criteria for such an Order, e.g. Developer's failure to comply with the DBFA Documents, or Developer's violation of its approved Safety Plan.	requirements of DBF Documents, including the Safety Standards as set forth therein.
161.	DBFA Exhibit 3 Page 1	Please explain what will be contained in this Exhibit. It is not referenced in the text of the DBF Agreement.	Exhibit 3 is no longer used and caption will be omitted.
162.	DBFA Exhibit 4 Page 1	Please provide this Exhibit now rather than waiting until the executed version of the DBF Agreement. This information is crucial to the development of the bidders' designs.	Once the R/W Plans have been approved by GDOT the R/W exhibit will be released. Refer to Volume 2 of the FEIS for the proposed R/W limits.
163.	DBFA Exhibit 5 Page 1	Please provide this Exhibit now rather than waiting until the executed version of the DBF Agreement. This information is crucial to the development of the bidders' designs.	Will remove the words "Proposed Right of Way" and replace with "Reserved".
164.	DBFA Exhibit 7 Section 5.5	The DBF Agreement seems to allow SRTA to withhold up to 50% of the face value of any claim submitted against Developer by a subcontractor, whether such claim is disputed or not (see Section 5.5 of Exhibit 7). In light of the creditworthiness of the shortlisted Proposers and the existence of the required Payment Bond, can this withholding right be limited to failure of Developer to pay undisputed amounts? This will prevent the wrongful withholding of amounts otherwise owing to Developer on the basis of a disputed claim by a third party.	Comment considered and Section will be omitted.

	Section	Question / Comment	GDOT Response
165.	DBFA Exhibit 7	Is Final Payment due upon Substantial Completion or Final Acceptance? Sections referenced are not consistent.	Final Payment, which includes repayment of Developer's financing, will be provided following Final Acceptance.
166.	DBFA Exhibit 11	We request deletion of sections 4.(b) and 4.(d). Developer should be entitled to compensation for its delay and disruption costs and expenses and its administrative and overhead expenses arising out of or relating to Pre-existing Hazardous Materials.	Comment considered. No change will be made to the current document.
167.	DBFA Exhibit 11	With respect to section 7 which states that "SRTA Release(s) of Hazardous Materials is a Compensation Event", does SRTA intend to limit reimbursement by excluding Developer's delay and disruption costs and expenses and administrative and overhead expenses?	Confirmed. Compensation Events will not include charges other than direct charges on account of Work and will not include delay damages or charges for additional overhead or expense.
168.	DBFA Exhibit 11	Would SRTA/GDOT consider the following provisions related to Pre-Existing Hazardous Materials? Developer's relief related to Pre-Existing Hazardous Materials (Exhibit 11) should include all costs reasonably related to those Hazardous Materials, including delay and disruption costs and administrative and overhead expenses. Developer's right to relief should be triggered by discovery of any Pre-Existing Hazardous Materials that were not indicated, or are different in type or amount, from those indicated in the DBFA Documents as of the date 90 days before the Proposal Due Date.	Comments considered and a revision shall be provided to clarify that Developer shall be entitled to Relief Event and/or Compensation Event for Pre-Existing Hazardous Materials under certain qualified circumstances.

	Section	Question / Comment	GDOT Response
169.	DBFA Exhibit 17 Page 4	Please remove the reference to “Renewal Work or Upgrades” from the Professional Liability Insurance requirements. Renewal Work and Upgrades do not apply to this contract as the Work will be turned over to GDOT / SRTA at Final Completion.	Revision to be provided as requested.
170.	DBFA Exhibit 20	Exhibit 20 covers payment of termination compensation. Pursuant to Section 5.2.4, it also serves as an upper limit on any amounts payable to Developer. Section (vi) of Exhibit 20 states that amounts payable to Developer shall be reduced by any casualty insurance payments. This seems incorrect. For example, if Developer has completed 1% of the work and is entitled to payment of \$X, and the work is destroyed and re-performed by Developer, and Developer makes a claim against the Builder’s Risk Insurance policy, the payment from the policy should not be offset against the payment owing to Developer under the DBF Agreement. Developer should be entitled to the payment of \$X under the DBF Agreement (for having performed the work) as well as the proceeds of the Builder’s Risk Insurance Policy (for having re-performed the work). Can this be clarified?	Revision to be provided to clarify that Developer shall be entitled to be paid insurance proceeds on account of such work as re-performed.
171.	DBFA Exhibit 20 General	Section C.1 of Exhibit 20 provides that Developer “shall not be entitled to receive any compensation for [a termination] pursuant to Section 19.3.4 as a result of Developer’s default.” There is no Section 19.3.4, and the concept seems incorrect on its face. Similarly, there are a number of statements to the effect that the amount calculated pursuant to Exhibit 20 is the only amount payable to Developer in the event of a Termination for Convenience (see	Clarifications to be provided and cross references to be corrected. Generally stated, the Developer shall not in any case, regardless of basis for termination, be entitled to recover an amount that exceeds the value of the Work put in place, plus unpaid financing costs and breakage fees on account of same, plus documented demobilization costs.

	Section	Question / Comment	GDOT Response
		Sections 19.3.2, 19.8.2 and 19.11.3). In both cases (terminations for Developer's default and SRTA's convenience), there could be payments outside of the amounts specified in Exhibit 20 (as currently drafted), such as amounts owed for existing and/or unrelated claims (see, e.g., Section 19.8.1), outstanding progress payments, amounts which Developer has financed, etc. This will require clarification of Exhibit 20, Article 19, and possibly other provisions.	
172.	DBFA General; (Warranty Bond)	Will SRTA accept a reduced warranty bond (as opposed to continuing the full P&P bond) during the two (2) year warranty period?	Comment considered. No change will be made to the current document.
173.	Throughout	Proposed Right of Way. Can SRTA explain, for parcels within the Proposed Right of Way, (i) what rights of access Developer will have prior to the full acquisition date, to perform scope validation and site investigation; and (ii) what relief Developer will receive if limited or full access is delayed, and/or if unexpected conditions are discovered on such parcels subsequent to access? This is particularly relevant to parcels which are targeted for availability later in the process (e.g. six parcels not available until May 2014).	GDOT anticipates that it will have acquired all ROW by NTP2 Conditions Deadline and will identify any excluded ROW parcels with projected acquisition timeline for same at that time. Regardless, access for limit surveys shall be permitted prior to Proposal submission deadline.
174.	General	There appears to be numerous documents that are not included in this draft. Could a comprehensive TOC be provided for all RFP documents including exhibits and attachments by document and their respective distribution (provided or TBD)?	Comprehensive table of contents will be provided for RIDs in the next draft. All other contractual documents are referenced within the RFP. If referring to RID's, these are not contractual.

	Section	Question / Comment	GDOT Response
175.	General	Provision of all available project information Please release all available project reference information, as applicable to the NWC project, to shortlisted proposers. At a minimum, please provide notice of release date.	A list of RIDs will be included in the next draft of the ITP and will be sent to each Proposer team.
176.	General	Various attachments are "to be provided". When does GDOT anticipate providing attachments (i.e. IJR)?	Comprehensive table of contents will be provided for RIDs in the next draft. All other contractual documents are referenced within the RFP. If referring to RID's, these are not contractual. Need to understand what is missing. If referring to RID's, these are not contractual. IMR/IJR is provided on GDOT website.

NORTHWEST CORRIDOR PROJECT
Request for Proposals – Draft #1 Dated August 17, 2012
Proposer Questions Presented August 31, 2012
Responses Issued by GDOT on October 2, 2012
PART 2 -- VOLUMES 2 AND 3

No.	Section/ Issue	Question / Comment	GDOT Response
1.	Volume 2 6.1.2.1	Missing data in Table for Colonial Pipeline.	Table will be revised for the next draft
2.	Volume 2 6.1.2.1 P 6-1, 6-2	Omission: The utility cost responsibility table does not identify responsible parties for Colonial Pipeline. Could GDOT please complete the table?	Table will be revised and completed for the next draft
3.	Volume 2 6.1.2.1 P 6-2	Inconsistencies: The utility table indicates that design cost for Georgia Power, with no prior rights, will be the responsibility of Georgia Power. This is inconsistent with the RFP, is the table correct? Could GDOT please correct the table/RFP?	Table has been revised and completed for the next draft
4.	Volume 2 Select Design Criteria Table Page 11-5	Footnote 2 of the Select Design Criteria for Northwest Corridor table discusses the submittal of an Engineering Traffic Investigation study after the Managed Lanes are open to traffic to adjust the posted speed limit of I-75. Please remove this note since the Developer does not have any responsibility for continuing operations of the facility after Final Completion.	Agreed. This requirement will be removed for the next draft RFP.

No.	Section/ Issue	Question / Comment	GDOT Response
5.	Volume 2 Technical Section 11.2.a. 1	Section states that eleven foot lanes are acceptable for 2-lane section of reversible managed lane section as long as the total pavement width is at least 36' wide. Section 11 .2c, item 14 on VE table states that eleven foot lanes are unacceptable. Please clarify.	Please refer to Section 11.2 Design Criteria Order of Precedence. The Select Design Criteria is of higher order of precedence than the VE Study implementation. The VE study suggested one 12ft lane and one 11ft lane near the 10ft shoulder, however, this was not allowed at the time of the VE study approval. Since then, GDOT has agreed to allow 11ft lanes for the Managed Lanes if a DE is submitted and approved. The intent is to provide a 4ft eastern shoulder and to meet SSD requirements. VE study did not restrict total cross sectional width, which lost 1ft as it was proposed and not approved. The RFP requires a total cross sectional width of 36ft from inside barrier to inside barrier for this section 11.2.a.i.1 in Volume 2.
6.	Volume 2 Section 11.2.a.ii.4 Page 11-2	Please clarify that the statement "All General Purpose Lane bridges may maintain their existing inside shoulder width except to meet stopping sight distance (SSD)" is only applicable to bridges that are proposed to be widened to accommodate the managed lanes and that the Developer is not required to correct existing SSD deficiencies on bridges in the general purpose lanes which are not within the project construction limits.	Bridges for this Section 11.2.a.i.4 are existing along the Northbound lanes for both I-75 and I-575 General Purposes lanes. Therefore, if SSD is an issue due to a new barrier wall introduced by the Managed Lanes, the existing GP lane bridges will have to be widened to meet SSD requirements. Southbound existing GP lane bridges do not have to be updated if there is an existing SSD condition not caused by the new ML or ML barrier wall. Will be clarified in the next draft.
7.	Volume 2 Section 11.2.a.ii.4 Page 11-2	Which directive in the RFP takes precedence – a) reducing the shoulder to avoid additional ROW and impacts to ESA's as shown in the NEPA documents; or b) increasing shoulder widths to meet SSD?	The Technical Provisions in this section does not intend to determine an option or precedence between the two conditions questioned of a) or b). Stopping Site Distance must be adhered to unless as otherwise provided in the Technical Provisions.

No.	Section/ Issue	Question / Comment	GDOT Response
8.	Volume 2 Section 11.2.a.v Page 11-6	The RFP specifies the pavements types, and that ATC's will not be allowed to change the pavement type or design criteria. Could the department elaborate on why alternate pavement types will not be considered for ATC submittals provided the ATC meets the same serviceability requirements, provides equal or better life cycle cost analysis benefits, and would accelerate the construction schedule?	GDOT, as owner/maintainer, desires to maintain the consistency of pavement type in the two lane section from I-285 and the I-575/I-75 interchange where a large percentage of pavement area will be constructed on bridge structure.
9.	Volume 2 Section 12.3.2.1 Page 12-1	Please confirm that the intent of this paragraph is to delete the requirements of Section 4.2.5 of the MS4 permit in its entirety.	The intent of this paragraph is to omit Section 4.2.5.1(a) requirements of the MS4 permit. The remaining requirements of Section 4.2.5 of the MS4 permit apply to the project. This will be updated in the next draft RFP.
10.	Volume 2 Section 14.2.3.1 Page 14-1	There appears to be a conflict in the horizontal clearance requirements. The first sentence states that a minimum horizontal clearance of 15 feet is allowed with a crashwall. However, the second sentence states that the minimum horizontal clearance requirements are 57 feet on the north side of the track and 20 feet on the south side of the track. Please clarify.	The horizontal clearance requirements are intended for two different track alignments; one is the spur line parallel to the Managed Lanes and the other is the mainline track that crosses perpendicular to the Managed Lanes and General Purposes lanes of I-75 just south of Canton Road. This will be clarified in the next draft.
11.	Volume 2 14.6.3 P 14-3	Is there a minimum total pavement width requirement for the single lane typical section?	Assuming this question is for managed lanes, then yes, 26ft as stated in section 11.2.a.i.2. (Appears that the referenced section 14.6.3 is not related to the question?).
12.	Volume 2	Will design exceptions be required for reduced shoulder widths at overhead sign structure foundation	Shoulders shall not be reduced for proposed overhead sign structures. Existing overhead sign

No.	Section/ Issue	Question / Comment	GDOT Response
	14.6.3 P 14-3	locations?	structures will require design exceptions for any shoulder reduction and be approved by GDOT. This DE for overhead sign structures will not be listed in Attachment 11-1.
13.	Volume 2 14.6.3 P 14-3	Will developer be responsible for coordinating necessary rail agreements and associated costs (i.e., costs of rail coordination?, or for engineering costs related to reviews performed by the GNRR or their consultant engineer?)	Yes. Please see section 14.3.1.2 of Volume 3.
14.	Volume 2 Section 17.3 Page 17-2	The Developer is not responsible for Operations of the facility beyond Final Completion; therefore, it does not appear that the Developer can comply with the requirements of this paragraph. Please remove this section.	Will be removed for the next draft.
15.	Volume 2 18.3.1.1.2 P 18-1	Please clarify whether the lane closure restrictions apply to areas of I-75 where there are only 3 existing lanes in each direction or is the developer required to maintain all three existing lanes at all times?	Clarification will be provided in the next draft
16.	Volume 2 Attachment 20-1	Table 1 lists 4 projects for which the bicycle and pedestrian facilities must be accommodated in the NWC Project. However, the following Figure 3 displays detailed maps of 24 projects (only 4 of which are listed in Table 1). Please confirm that only the 4 projects listed in Table 1 are required to be accommodated for bike and pedestrians.	Only the four projects listed in Table 1 are required and will be displayed in Figure 3. This will be updated in the next draft.

No.	Section/ Issue	Question / Comment	GDOT Response
17.	Volume 3 Sect. 2	Please explain Financial Plan Requirements. We have never seen this in a DBFA contract and this goes beyond what is in the DBF Agreement.	The Financial Plan requirements for the Developer are provided in Section 2 of Volume 3. GDOT must attain Financial Plan approval in accordance with FHWA Major Projects Guidelines. GDOT will provide the Initial Financial Plan during the procurement phase. However GDOT will need final proposal information and actual cost information during the Design Build Phase to provide the Final Financial Plan and periodic Financial Plan updates. The intent is that the Developer will provide this information and update the initial and final Financial Plan, submit to GDOT review, and GDOT provides to FHWA for final approvals.
18.	Volume 3 Section 2 Page 2-1	The 3rd paragraph states that GDOT will provide the PMP prior to NTP1. Please confirm which sections of the PMP GDOT will complete and provide to the Developer.	The initial PMP will be submitted in its entirety to FHWA prior to NTP 1 except for areas that will need Developers input to complete. GDOT will provide the PMP to the successful Proposer to assist in the completion and resubmittal to FHWA for the first update and annual updates thereafter until project is complete.
19.	Volume 3 Section 2 Page 2-2	The 8th paragraph on this page indicates that the Financial Plan will require annual updates until Service Commencement. Service Commencement does not appear to be defined. Also, since the agreement is based on a lump sum, there would not appear to be any required annual updates to the Financial Plan. Please clarify.	Updates to the Financial Plan will be required as the project moves forward during the design build phase.

No.	Section/ Issue	Question / Comment	GDOT Response
20.	Volume 3 Section 2 Page 2-1	The 2nd paragraph refers to the “FP;” however this acronym is not defined.	“FP” means “Financial Plan” and will be clarified as part of the new draft RFP.
21.	Volume 3 Technical Section 2.5	Please indicate how many GDOT personnel are anticipated for the project so the proper office space can be determined.	GDOT will provide once the initial Project Management Plan is approved by FHWA in late 2012 or early 2013.
22.	Volume 3 Section 21.1.2.3	<p>Section describes the ACS, previously specified in section 17.</p> <p>Please clarify that this is the ACS system wholly described in Section 17. Also, please clarify which system / agency will control the ACS and please clarify the “kill switch” requirement of this section.</p>	ITS has been removed from the tolling section. “Kill” switch will be clarified – it is intended to be a mechanism in the field (access control cabinet) that will stop the lane reversing process if problems exist, notify the Traffic Management Center (TMC) and the Traffic Operations Center (TOC), and set access control system ITS devices back to their prior state. These will be better defined in the next draft.
23.	Volume 3 Section 21.2.1 & Exhibit 21-1	<p>Section states... The Developer shall coordinate and confirm the design of, and requirements for equipment cabinets, communication, power, and structures/toll gantries with the Toll SI for tolling and toll related ITS CCTV camera locations.</p> <p>Specific delineations between the Developer and the Toll SI are provided in the Toll and Toll-Related Intelligent Transportation Systems Implementation Responsibility Matrix (Exhibit 2 1-1) and the ITS section. Please clarify intent or actual responsibilities for the “support” and “coordination” roles.</p>	These requirements will be better defined in the next draft.

No.	Section/ Issue	Question / Comment	GDOT Response
24.	Volume 3 Section 21.2.1	Section specifies MDS as toll-related ITS, a category that seems to be designed procured and constructed by the Toll SI, but MDS is left out of the Toll SI responsibility list and it is not listed as a developer responsibility. Please clarify.	MDS will be Developer responsibility to install, at least as currently envisioned and pending final discussions between GDOT and SRTA. Developer will not be responsible for integrating the MDS unit with SRTA's network. More specific requirements and responsibilities will be provided in the next draft.
25.	Volume 3 Section 21.3.2 Page 21-8	Several references are made to Exhibits 21-3, however these Exhibits are not included in the current Draft RFP documents.	Attachment 21-3 will be included in the next draft. Exhibit will be renamed to match Attachment.
26.	Volume 3 Section 6.3.1 Page 6-8	The RFP states that the developer shall use the S.U.E process for locating all existing utilities. The developer understands this to include all collection and depiction standards; however will this process be subjected to the standard GDOT S.U.E review procedures, requiring GDOT approval of each submittal prior to moving to the next phase/step? Due to the size of the project, this could put an excessive burden on the GDOT S.U.E. office.	The Developers Utility Coordinator/Adjustment Team (UAT) and SUE consultants will provide the review and approval services normally provided by GDOT. UAT and the Developers SUE consultant are responsible to ensure SUE is completed in accordance with Utility Accommodation Manual (UAM).
27.	Volume 3 Section 6.4.2 Page 6-11	Clause 3 states that the Developer is responsible for causing the Utility Owners to comply with all Project safety and environmental requirements. Will the Developer be permitted to amend the utility agreements (and will GDOT support such amendments) provided in the DBFA Documents to	Yes, can be changed but all parties of the Master Utility Adjustment Agreement must concur. Environmental and safety requirements are covered in the Utility Adjustment Agreement that the Developer and Utility Company will need to negotiate and comply with under the terms of the DBFA Documents.

No.	Section/ Issue	Question / Comment	GDOT Response
		include provisions that will allow Develop to comply with this requirement? If not, Developer will not have a contractual relationship with the Utility Owners that enables it to enforce compliance.	
28.	Volume 3 Section 6.5.2 Page 6-14	The Utility Adjustment Team (UAT) is to be employed by the Developer. Why is GDOT imposing a restriction on review periods and number of concurrent submittals if the UAT is under the control of the Developer?	Agreed. RFP will be changed to reflect review period submittal requirements only for GDOT required reviews.
29.	Volume 3 Section 7.2.1 Page 7-1	The last sentence on this page indicates that the Developer should allow for 15 months from the ROW parcel approval by GDOT and the NEPA Re-evaluation is approved for GDOT to <i>commence</i> ROW acquisition of Additional Properties. Please provide the duration of the acquisition process after commencement of ROW acquisition of Additional Properties the Developer can expect before it will have rights to enter the property for construction.	The acquisition of additional property will be a minimum of 15 months from the time the parcel package or any submittal is approved by GDOT and the NEPA Revaluation is approved for GDOT to commence acquisition activities for any parcel.
30.	Volume 3 Section 11.2 Page 11-2	Please confirm how many seismographs will be required to be installed and monitored at the direction of GDOT.	Number of seismographs cannot be pre-determined. GDOT must review the site specific proposed impacts to approve the Developers Vibration Plan.
31.	Volume 3 Section 12.1(b)	Section 12.1(b) states that “The system shall have adequate capacity to convey all storm water through the Project without any adverse impacts to upstream and/or downstream adjacent properties.” The word “adverse” is not clearly-defined or quantified. Please	Adverse means anything contrary to the RFP drainage and storm water requirements for adequate capacity. Design and performance not to the interests or welfare of the public and conditions that is harmful or unfavorable to upstream and/or downstream adjacent

No.	Section/ Issue	Question / Comment	GDOT Response
	Page 12-1	define.	property. Please follow the requirements of the RFP for drainage design and construction.
32.	Volume 3 Section 12.3.2 Page 12-5	Section 12.3.2 states "All storm drains under pavement shall be reinforced concrete unless approved by GDOT prior to installation. Can existing CMP be extended in kind?"	No.
33.	Volume 3 Section 13	The LRFD and LFD bridge design codes are both listed in the Volume 3 Manuals. Please confirm that all bridges, walls, signs, lights, signals and ITS poles are to be designed using the LFD method of the AASHTO Standard Specifications for Highway Bridges, 17th Edition.	The LRFD Bridge Specifications are not required. All bridges and walls will be designed using the AASHTO Standard Specs for Highway bridges 17 th Edition. Sign structures, Light poles, ITS poles will be designed using the latest edition of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.
34.	Volume 3 Section 13.2.6 Page 13-5	Please define a spacing requirement for sound barrier access doors. "Regular intervals" is too vague and could lead to different interpretations among the bidders.	Access doors shall be located in sound barrier walls that are greater than 1500 feet in length. An access door shall be located at the mid-point of the wall length for walls between 1500 feet and 2000 feet. Access doors shall be spaced approximately every 1000 feet for sound barrier walls greater than 2000 feet in length. Access doors shall not be located on sound barrier walls mounted to bridges or retaining walls where a steep or vertical drop-off of the final grade is occurring.
35.	Volume 3 Section	This section states that the Developer is required to rehabilitate/strengthen/replace the existing structure according to the most recent bridge condition and	The bridges that are required to be widened as part of the project scope are listed in Volume 2. If those bridges require strengthening or rehabilitation to

No.	Section/ Issue	Question / Comment	GDOT Response
	13.2.9 Page 13-5	bridge deck condition surveys. If these documents contain scope that the Developer is required to complete, please either include this additional scope in the Volume 2, Section 13 Technical Provisions or include the reports as an attachment to Volume 2 such that the scope will be included in the contract documents.	facilitate the widening it should be done in accordance with the GDOT maintenance recommendations. Bridge Deck Condition and bridge condition surveys are available and will be provided to the proposers. Bridges not listed in Volume 2 may not be widened without the submission of an ATC proposal. This language is also meant to be applied to any ATC proposals to widen existing bridges not already listed in Volume 2.
36.	Volume 3 Section 13.3.1.1.2	Section states... Minor crossing streets, as listed in Table 18-2 of Volume 2 of the DBFA Documents, may be closed for bridge construction during the Construction Work if adjacent cross streets are open to traffic but must be approved by the agency having jurisdiction of the minor crossing street. Has Cobb County approved the implication of the Minor crossing street classification as it relates to closures? If not, can we contact Cobb County concerning such approvals (i.e. Hickory Grove is identified as a minor crossing street)?	It is the Developers responsibility to contact and coordinate with the local agency to obtain approval for road closures. Cobb County has not approved the closure of any crossings at this time. Developer is responsible to minimize impacts to traveling public and shall prepare an approved Maintenance of Traffic (MOT) and detour plan during construction if minor road closures are approved. Cost and coordination of Public Information Open Houses (PIOH) will be required and will be the responsibility of the Developer.
37.	Volume 3 Section 16.3.4 & 16.3.6 Pages 16-3 & 16-6	Section 16 states that overhead sign structural supports should provide for the maximum allowable sign area that can be placed onto the structure supports. Please clarify if this means placing future signs using the same height as the sign(s) required by this project, or if the maximum height of any sign according to the sign templates in the GDOT signing and marking guidelines placed across the structure is	Overhead sign structural supports shall provide for the maximum allowable sign area that can be placed onto the structure per GDOT Signing and Marking Guidelines.

No.	Section/ Issue	Question / Comment	GDOT Response
		to be used. This will have a large effect on footing size.	
38.	Volume 3 Section 17.2	Section requires safe ingress / egress areas and structures. Please clarify the requirement. Is a widened shoulder adequate?	Any permanent equipment and structures should be covered by existing standards, particularly the AASHTO Roadside Design Guide. Pull-off and parking areas for technicians for ITS locations shall be protected. Toll Maintenance locations and associated pull-off parking areas shall be protected regardless of whether inside or outside of the clear zone.
39.	Volume 3 Section 17.1	Section states... ITS data and operations are to be centralized through the Project Tolling and ITS Host. Please define the Host and what equipment and software is required to be provided.	This has been removed in the updated ITS section for the next draft RFP.
40.	Volume 3 Section 17.1 Page 17-1	The 3rd paragraph, last sentence indicates that the Developer is responsible for "full operation and control" of the Project ITS elements. Please confirm that the Developer will only maintain the ITS system until it is turned over to GDOT at Final Completion.	3 rd paragraph Operation & Control has been removed for the next draft.
41.	Volume 3 Section 17.2 & Section 21.1.3	Sections state that the ITS system will be controlled at the TMC w/ software modifications and upgrades by the TMC SI (Delcan). Please clarify the requirement of 17.2 to provide an independent ITS network. The independent network requirement will preclude leveraging existing systems to expand the ITS in this project.	The ITS network will be part of the GDOT TMC communication network. GDOT ITS devices will be controlled by NaviGator.

No.	Section/ Issue	Question / Comment	GDOT Response
42.	Volume 3 Section 17.2.1 & Section 21.1.3	17.2.1 requires a communication between the project ITS network and the GDOT NaviGator. Section 21.1.3 indicates that the system will be controlled by NaviGator. Please clarify intent of section 17 vs. 21. If a communication link is necessary, is a fiber between the project hub and an existing GDOT hub sufficient or is C2C communication envisioned? Can that also be accomplished by a hub to hub network link?	Section 17 will be updated for next Draft RFP and includes more detailed information regarding the communication network, integration with existing communication hubs and two new communication hubs.
43.	Volume 3 Section 17.2.1	Section requires redundant routing capabilities. What level of redundancy is required? Is a single cable providing multiple fibers to a primary and secondary switch sufficient? Is separation of fibers, cable or conduit ducts required for protection of data?	This will be clarified in the revised communication network sections of Volume 2 and Volume 3 for the next Draft.
44.	Volume 3 Section 17.2.3 & Section 21.1.3	17.2.3 requires GDOT will have secondary control of all CCTV cameras. Section 21.1.3 indicates GDOT TMC is to have primary control. Please clarify.	GDOT will have primary control of cameras.
45.	Volume 3 Section 17.2.3.2	Section requires 100% coverage which indicates that each section of the project should be viewable from a camera. This same sentence requires redundant camera field of view, which indicates that each area of the project should be viewable from more than one camera. Please clarify.	Clarification language has been provided for both traditional and night-vision CCTV cameras.

No.	Section/ Issue	Question / Comment	GDOT Response
46.	Volume 3 Section 17.2.4 & Section 21.7.6.1	<p>17.2.4 allows for the use of SRTA detectors to meet the requirements of the system vehicle detection. Section 21.7.6.1 indicates that all new detection will be with MDS units, no video.</p> <p>Please confirm that all new detectors installed to meet the ITS requirements will be/may be MDS as well to provide consistency throughout the project.</p>	<p>The current vision is that there will be no new Video Detection System (VDS) required and that all new detectors will be Microwave Detection System (MDS) units. Final discussions between GDOT and SRTA are occurring and any changes will be noted in the next draft.</p>
47.	Volume 3 Section 17.2.7.3	<p>Section notes additional CMS.</p> <p>Please clarify that these are the CMS defined in 17.2.7.4</p>	<p>Section 17 will be updated, but yes they are the same Changeable Message Signs (CMS).</p>
48.	Volume 3 Section 17.2.7.3	<p>Section places vague time and design restrictions on the gate replacements. Please define "immediately" by a measurable quantity.</p> <p>Comment: Please remove the requirement for custom designed gates. We suggest that gate locations be selected and/or designed to accept gates standardized for the project to facilitate rapid replacement.</p>	<p>More detail has been provided regarding the warning and barrier gates. Lengths of gates will be determined by each specific location. More detail will be provided in the next draft.</p>
49.	Volume 3 Section 17.2.7.5	<p>Section requires LCS at each managed lane entrance.</p> <p>LCS at intersection entrances may be difficult to implement for vehicles turning at the intersection to view the LCS status. Please clarify the requirement for the LCS use.</p>	<p>Lane Control Systems (LCS) has been removed, however a requirements for CMS at the local road access ramps to identify the open/close status of the managed lanes has been added. Updated available in next draft.</p>
50.	Volume 3	<p>The 6th sentence uses the word "Term." This word</p>	<p>Please see revised Section 17 of Volume 3 in next</p>

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	Section 17.3.3 Page 17-7	does not appear to be defined in the documents.	draft.
51.	Volume 3 Section 18.3.1.1.2 Page 18-4	The 5th paragraph states that the Developer will not be permitted for any full roadway closures. However, the following paragraphs describe the allowance for full roadway closures of Minor crossing streets. Please clarify.	Clarification will be provided in Volume 3 of the next draft RFP.
52.	Volume 3 Section 19, Table 19-1	Please clarify intent of Table 19-1 in this DBFA project.	Table will be revised. To be adhered to with respect to damages for failing to achieve maintenance/performance criteria thresholds during construction and up to final acceptance.
53.	Volume 3 Section 19.1.2	Section 19.1.2 states that in the period between the Effective Date and NTP2, GDOT will be responsible for maintenance. Until construction starts, GDOT should continue to be responsible for maintenance of existing improvements and therefore we request that "NTP2" be replaced with "Commencement of Construction Work."	We agree and this will be clarified in Section 19.1.2.
54.	Volume 3 Section 21.5.1 Page 21-20	The last sentence in the 1 st paragraph references a Site Acceptance Checklist, however this checklist does not appear to be included in the current Draft RFP documents. Please provide.	The Site Acceptance Checklist will be provided with the next draft.
55.	Volume 3	Clause 2 under the "Process" header indicates that the Developer can make submittals either via the web	This request will be reviewed. GDOT will make every effort to minimize hard copy submittals where

No.	Section/ Issue	Question / Comment	GDOT Response
	Section 23.3 Page 23-5	based project management system or by hard copy. The number of required hard copies is provided on Page 23-4. Please confirm that GDOT will allow electronic submittal of plans and calculations in lieu of the hard copy submittals as there is a significant cost to production of the requested hard copies.	practical.
56.	Volume 3 Section 21.1.3	21.1.3, that the ITS system will be integrated and controlled by the TMC, a separate Hub Building and independent ITS system constructed next to the existing GDOT system may artificially increase the system requirements and cost. Please clarify 21.1.3 against section 17.2	Existing and new / replaced ITS infrastructure will be integrated. Existing infrastructure can be leveraged and detailed requirements have been provided for new communication infrastructure. GDOT ITS will be controlled through NaviGator. ITS portions of section 21 will be moved to section 17.
57.	Volume 3 Attch 2-1	Please confirm if GDOT will provide the inspection, testing and certification of plant produced materials such as precast-prestressed concrete, structural steel shop fabrication and overhead sign structures?	It is anticipated that GDOT will provide these services, except for those services specifically required of the Developer in the RFP.