

Request for Proposals (“RFP”) for Underwriters/Placement Agent/Direct Purchaser SRTA 2014 Toll Revenue Bonds (Interstate Highway 75 South Express Lanes Project) (“2014 Toll Revenue Bonds”)

Question and Answer Matrix

Questions	Answers
<p>1. Regarding the RFP, can one reply as a co-manager only? If so, would we be required to answer all questions?</p> <p>If proposing to be considered for co-manager, are there any sections and/or questions that may be skipped?</p>	<p>Yes, you can apply for a co-manager position only.</p> <p>If you would like to be considered as a co-manager and not a senior manager, please answer the following: A, B, C, D, J, L, N, O and P.</p>
<p>2. As a firm based in California, some RFPs for other states require a Certificate of Authority in the state and/or a business office in the state. Does this RFP require such certification for a foreign corporation in order to apply or get if selected into the underwriter pool?</p>	<p>In order to conduct business in the State of Georgia as a foreign corporation, a proposer must have a valid Certificate of Authority to Transact Business from the Georgia Secretary of State. Prior to submitting a response to this RFP, you must obtain such a Certificate of Authority. Other regulatory approvals and registrations may be required for the type of work you propose to do in Georgia, including registering as a broker/dealer with the Georgia Securities Division of the Georgia Secretary of State’s Office and/or registration with the Georgia Department of Banking and Finance. Each proposer is responsible for making sure that its actions in connection with this RFP and the work to be performed will comply with all laws and regulations, including those of the State of Georgia, applicable to such proposer and its business.</p>
<p>3. Can you please provide a copy of the Design-Build contract? If not, is it possible for the Authority to provide a basic description of the key financial terms (i.e. GMP, guarantees, performance bonds, LDs, etc.)?</p>	<p>The following is a summary of key financial terms of the design build contract:</p> <ul style="list-style-type: none"> • On July 5, 2013, the GDOT awarded a design-build contract to C.W. Matthews Contracting Co., Inc. • C.W. Matthews will construct the project for a fixed price of \$176,247,661.51. • GDOT will be responsible for overall project management and oversight, including (but not limited to) construction monitoring and approval for payment applications. • GDOT will be responsible for obtaining the ROW. • C.W. Matthews will complete construction of the project by the guaranteed completion date of June 30, 2017. However, Open to Tolling and the Substantial Completion Date for this project is December 31, 2016. Notice to Proceed (1 and 2) were both issued on August 5, 2013. • The design-build contract includes liquidated damages if the project is not completed by the guaranteed completion date. Liquidated damages associated with contract completion are \$5,089 per day. For a complete list of LDs, see attached Special Provisions 108.08 and 999.6. • C.W. Matthews will provide 120% Performance Bond and 110% Payment Bond. See attached forms.

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<p>4. The RFP states that an investment grade traffic and revenue study for the Interstate Highway 75 South Express Lanes Project will be available in late February of 2014. If it becomes available prior to the RFP’s due date of February 25, 2014 will RFP respondents be given access to the study?</p>	<p>It is not anticipated that respondents will have access to the investment grade traffic and revenue study prior to the RFP submittal date.</p>												
<p>5. Do you have an estimate for the timing and amounts of construction draws that you can provide?</p>	<p>SRTA’s projected expenditures, which will be funded from bond proceeds, are as follows:</p> <table border="1" data-bbox="856 574 1453 802"> <tbody> <tr> <td>FY13-14</td> <td>\$3,060,907.00</td> </tr> <tr> <td>FY15</td> <td>8,115,788.00</td> </tr> <tr> <td>FY16</td> <td>8,776,244.43</td> </tr> <tr> <td>FY17</td> <td>2,078,584.21</td> </tr> <tr> <td>FY18</td> <td>1,063,856.94</td> </tr> <tr> <td>Total</td> <td>\$23,095,380.58</td> </tr> </tbody> </table> <p>See the answer below regarding drawdown of GDOT’s portion of the project.</p>	FY13-14	\$3,060,907.00	FY15	8,115,788.00	FY16	8,776,244.43	FY17	2,078,584.21	FY18	1,063,856.94	Total	\$23,095,380.58
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<p>6. Can you provide an estimate for the timing of the federal and state sources of funds being received/contributed? Are there any additional requirements that must be met to access the federal and state funds?</p>	<p>GDOT currently holds all State funds required for the project. All Federal funds for the project have been awarded and authorized, and GDOT will submit reimbursement requests to draw down the funds. Therefore, for purposes of this RFP, the drawdown requirements for GDOT’s portion of the project are not relevant.</p>												
<p>7. Is GDOT’s agreement with SRTA to cover toll related and toll collection operation and maintenance expenses in the event that revenues are insufficient expected apply to all years, or just 2017? If the agreement only applies to 2017, how does the Authority anticipate funding those expenses if revenues are insufficient? More specifically, does a reserve fund need to be funded for these expenses? If so, does that need to be funded from bond proceeds in addition to the \$23 million of project funds required?</p>	<p>GDOT’s agreement to pay toll related operation and maintenance expenses only applies to fiscal 2017. GDOT will make those payments from its appropriated routine maintenance and capital programs. A reserve fund should not be necessary.</p>												

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8. Is it correct to assume that GDOT will only cover toll-related O&M and toll collection expenses in fiscal year 2017? Would GDOT be willing to expand its contract to cover additional tolling O&M and collection expenses beyond 2017?	GDOT will only cover toll related O&M in fiscal 2017 and has no plans to cover toll related O&M expenses in later years.
9. Can you provide additional details around what fund and sources GDOT plans pay the following costs – 2017 Tolling O&M, Tolling R&R backstop and Roadway O&M and Roadway R&R payments?	GDOT plans to use appropriated funds within its routine maintenance and capital programs for 2017 Tolling O&M, and from 2018 and on, to backstop Tolling R&R and directly pay Roadway O&M and Roadway R&R.
10. Will SRTA be required to reimburse GDOT for any amounts SRTA uses to pay covered GDOT O&M costs? If so, where will this reimbursement fall in the flow of funds?	SRTA will not be required to reimburse GDOT for any GDOT expenditures for O&M or R&R on the project. SRTA will be permitted, however, at the discretion of its Board, to reimburse GDOT out of surplus funds after other indenture requirements are fulfilled.
11. We understand the Authority is considering a net pledge, as described in the RFP. Are there legal restrictions that would prevent the use of a gross pledge? If not, would the Authority consider alternative proposals with a gross pledge?	A gross pledge is permissible, but is not being considered at this time.
12. Is it SRTA’s goal to sell stand-alone toll revenue bonds, or would GDOT, SRTA, or the State be willing to consider pledging additional unencumbered revenues to bondholders?	The toll revenue bonds will be secured only by toll revenues from the I-75 South Express Lanes Project and funds created under the indenture.
13. Is GDOT willing to consider paying debt service directly and then reimbursing itself from toll revenues annually until the project demonstrates self-sufficiency?	No, GDOT will not pay debt service — such a structure would not be legally permissible under the State of Georgia Constitution and laws of Georgia.
14. Would SRTA be willing to covenant to replenish any draws on a debt service reserve fund with legally available GDOT revenues?	No, GDOT will not replenish a debt service reserve fund-- such a structure would not be legally permissible under the State of Georgia Constitution and laws of Georgia.
15. What is legally available/unencumbered GDOT revenue (amount and source) that could be pledged and or used to replenish reserves?	GDOT revenue is not legally available to replenish debt service reserve funds. Further, no GDOT funding of any operating, maintenance or R&R reserves is contemplated.

Attachment to Question and Answer Matrix

**Additional Information for Summary of Key Financial Terms
of the Design Build Contract**

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**PROJECT: CSNHS-0009-00(156) & CSNHS-0009-00(157)
HENRY & CLAYTON COUNTIES
P.I. NO. 0009156 & 0009157**

Section 108 – Prosecution and Progress

Add the following to Subsection 108.08:

C. Intermediate Completion Schedule

For this project, an overall completion date has been established. In order to minimize the disruption of normal traffic flow, separate completion times are specified for those portions of the work requiring closing of lanes or detours as specified in Subsection 150.11.

1. Permanent Striping Placement
Failure to ensure placement of permanent striping does not begin until thirty (30) calendar days after completion of the final surface course of asphalt and completion within forty-five (45) calendar days after completion of the final surface course will result in the assessment of Liquidated Damages at a rate of \$1,000.00 per calendar day.
2. Traffic Loop Replacement
Failure to replace Traffic Loops and have operational within the designated time as specified in Section 150.11 will result in the assessment of Liquidated Damages at a rate of \$500.00 per hour or any part thereof.
3. Lane Closures
Failure to reopen lanes as specified in Section 150.11A.1 and 3 will result in the assessment of Liquidated Damages at a rate of \$5,000 per hour or any part thereof.
4. Mount Carmel Road Closure
Failure to reopen the roadway as specified in Section 150.11.A.2 will result in the assessment of Liquidated Damages at a rate of \$1,000/day.
5. ITS System
Failure to adhere to outage restrictions as specified in Section 150.11.D will result in the assessment of Liquidated Damages at a rate of \$5000 per hour or any part thereof.
6. NASCAR Atlanta Motor Speedway Race
Failure to cease all operations as described in Section 150.11J will result in the assessment of Liquidated Damages at a rate of \$10,000.00 per day or any part thereof.

These rates are cumulative and in addition to Liquidated Damages that may be assessed in accordance with Subsection 108.08 for failure to complete the overall project.

D. Toll / ITS Intermediate Completion Schedule

An overall Completion Date is established for this Project. However, it is necessary to complete certain portions of the Work at an earlier time. For this Project, the following items of work and corresponding intermediate completion times are required:

1. No later than two-hundred and fourteen (220) calendar Days prior to Completion, the Contractor shall turnover the Communication Hub(s), the fully tested and accepted fiber back bone and draft as-built plans to GDOT and SRTA for the Communication Hub(s) and fiber back bone and all related infrastructure. Every two weeks from this initial turnover, the Contractor shall turnover, at a minimum, two (2) Toll Locations and fifteen (15) toll-related ITS sites plus five-hundred (500) feet on each side of the toll gantry for installation, integration and testing to the Toll SI. The first turnover of toll-related ITS sites at two-hundred (200) calendar Days prior to Completion shall include at least one site for each of the following: a) Toll Rate CMS, b) Toll Rate CMS CCTV, c) Toll Rate CMS AVI, d) GP scan (travel time), e) Shared MDS, and f) ACS equipment cabinet to Toll Rate CMS equipment cabinet copper cable installation and connectivity of controllers.

	Days prior to Completion	Locations	
		Toll	Toll-Related ITS
ETCS Integration Milestone Deadline (1)	220	Communication Hub(s) / Fiber Network	
ETCS Integration Milestone Deadline (2)	200	Toll Locs	ITS Locs
ETCS Integration Milestone Deadline (3)	186	Toll Locs	ITS Locs
ETCS Integration Milestone Deadline (4)	172	Toll Locs (Remainder)	ITS Locs
ETCS Integration Milestone Deadline (5)	158		ITS Locs
ETCS Integration Milestone Deadline (6)	144		ITS Locs
ETCS Integration Milestone Deadline (7)	130		ITS Locs (Remainder)

Failure to complete this work will result in the assessment of liquidated damages as set forth below, as any such dates may be extended pursuant to this Agreement:

- (i) \$10,000 per day for each day that the Communication Hub and Fiber Network are not turned over pursuant to ETCS Integration Milestone Deadline (1).
- (ii) \$10,000 per day, per Toll Location, that is not turned over pursuant to any ETCS Integration Milestone Deadline (2) through (4).
- (iii) \$3,500 per day, per Toll related ITS site location that is not turned over pursuant to any ETCS Integration Milestone Deadline (2) through (7).

2. No later than 130 Calendar Days prior to Completion, the Contractor shall complete the installation of the roadside access control system and related ITS devices.

Failure to complete this work will result in the assessment of Liquidated Damages in the amount of \$5,000 per calendar day until the work is complete.

3. No later than 21 Calendar Days prior to Completion, the Contractor shall be complete with all Work necessary to allow the Department and SRTA to conduct full operational and system tests (referred to as End-to-End Testing) which includes, but is not limited to conducting daily operations to confirm operation plans and standard operating procedures, and to otherwise prepare for Open to Tolling. End-to-End Testing will also occur after hours and on weekends. The Contractor shall have completed and resolved all of its testing and acceptance requirements for

Contractor installed ITS devices, Communication Hubs, communication and electrical networks, and integration with NaviGator and SRTA's back office toll collection system prior to the start of End-to-End Testing.

Failure to complete this work will result in the assessment of Liquidated Damages in the amount of \$5,000 per calendar day until the work is complete.

These rates are in addition to Liquidated Damages that may be assessed in accordance with Special Provision 999.6 for Non-refundable Deductions failure for to complete the overall Project.

999.6 NON REFUNDABLE DEDUCTIONS

A non-refundable deduction will be taken as shown below whenever the Contractor fails to comply as required in accordance with the provisions of this specification.

ITS System - Contractor Response during Warranty Period

Failure to respond to and repair the System will result in the assessment of Non-Refundable deductions in the amount of \$1,000/hr/component for an individual component and \$10,000/hr/trunk fiber for a conduit that affects multiple devices or any part thereof.

Tolling ITS System - Contractor Response during Warranty Period

Failure to respond to and repair the System will result in the assessment of Non-Refundable deductions in the amount of \$1,000/hr/component for an individual component and \$10,000/hr/trunk fiber for a conduit that affects multiple devices or any part thereof.

ITS System -Contractor Response during Integration and Testing

Failure to respond to and repair the System will result in the assessment of Non-Refundable deductions in the amount of \$1000/hr/component for an individual component for an individual component and \$10,000/hr/trunk fiber for a conduit that affects multiple devices or any part thereof.

ITS System -Contractor Response during Operation and Performance Testing

Failure to respond to and repair the System will result in the assessment of Non-Refundable deductions in the amount of \$1000/hr/component for an individual component for an individual component and \$10,000/hr/trunk fiber for a conduit that affects multiple devices or any part thereof.

999.7 TECHNICAL PROPOSAL

Submit a Technical Proposal that includes, but is not limited to, the Critical Path Method (CPM) Project schedule (including all submittals shown in Table 4-1, Table 4-2 and Appendix 14 of Special Provision 999, estimated review periods, and any other areas of Special Provision 999 where submittals are mentioned), scheduled narrative describing the critical schedule components and how the Contractor will successfully manage each, any permit requirements, expected Released for Construction date, total contract time, mobilization assumptions, a detailed Maintenance of Traffic (MOT) plan, and construction staging assumptions. Clearly document all assumptions in this technical proposal. There are no page limit restrictions for the technical proposal.

GDOT maintains the ability to review and approve all Project submittals after the award. Selection of a Proposer will not imply acceptance or approval of Proposer's Preliminary Baseline Schedule or any assumptions.

Submit to the Department five (5) copies of the technical proposal and one (1) CD or DVD containing an electronic copy of the technical proposal in a sealed envelope so marked as to identify its contents without being opened.

If the "Technical Proposal" is not received by the GADOT Office of Construction Bidding Administration, Room 1113, by no later than 11:00 a.m. on the day of the Bid Opening, the Bid will be subject to rejection.

DEPARTMENT OF TRANSPORTATION
PERFORMANCE AND PAYMENT BONDS

(GEORGIA RESIDENT CONTRACTOR)

KNOW ALL MEN BY THESE PRESENTS, That we,

C. W. MATTHEWS CONTRACTING CO., INC.
MARIETTA, GA

as Principal, and the Corporation or Corporations hereinafter designated as Surety A or Surety A to Surety _____ inclusive, as Surety or Sureties, are held and firmly bound, both "jointly and severally" as well as "severally" only, unto the Department of Transportation in the penal sum of 120% of the Original Contract Amount of:

One Hundred Seventy-Six Million Two Hundred Forty-Seven Thousand Six Hundred Sixty-One Dollars and Fifty-One Cents
(\$176,247,661.51)

for the use of the obligee herein named and of all persons doing work or furnishing skill, tools, machinery, or materials under or for the purpose of this contract hereinafter described; Provided, that it is mutually understood and agreed between the Principal and Surety and/or Sureties and the Obligee herein named that this bond is to be construed as being in compliance with and subject to the provisions of Sections 13-10-1 and 36-82-101 of the Official Code of Georgia Annotated, as well as the other applicable provisions, and that in compliance with the aforesaid sections this instrument is intended and is to be construed as two separate bonds, namely, as a "performance bond" in the full penal sum heretofore set forth, and as a "payment bond", in an amount equal to 110 percent of the full penal sum heretofore named and that both bonds shall be construed to be in full force and effect at the same time, as the case may be, and that the obligations shall be several, in the full amount of said penal sum, as to each type of bond; and for the payment of which sums well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents; Provided, that the Sureties bind themselves in such sums "jointly and severally", as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, and with each other, for 210 percent of the penal sum of this bond, and provided further that, while each Surety binds itself, jointly and severally with the Principal, for 210 percent of the penal sum herein provided for, the total liability of all Sureties shall not exceed the total penal sum heretofore provided for as to each of the respective obligations herein provided for.

Signed and sealed this the _____ day of _____, _____.

Surety	Name and State of incorporation	Name and Address of Georgia Resident Agent
A		Agent Name:
B		Agent Address:
C		Agent Phone Number:
D		* PLEASE PRINT ALL INFORMATION.*
Bond# _____		

Note: The Surety Company for Performance and Payment Bonds shall be a company acceptable as Surety on Federal Bonds and listed in the current Federal Register and licensed in the State of Georgia.

THE CONDITIONS OF THE FOREGOING OBLIGATIONS is such that whereas the above named Principal has entered into a contract with said Department of Transportation bearing even date herewith for the Construction of:

DESIGN BUILD PROJECT CONSISTING OF 17.940 MILES OF WIDENING AND RECONSTRUCTION FOR MANAGED LANES AND INTELLIGENT TRANSPORTATION SYSTEMS ON I-75/SR 401 BEGINNING SOUTH OF SR 155 AND EXTENDING NORTH OF SR 138 ON I-675/SR 413. (FOS), OTHERWISE KNOWN AS FEDERAL AID PROJECT NO. CSNHS-0009-00(156) & CSNHS-0009-00(157) IN HENRY COUNTY.

The surety hereby binds itself to provide performance bond and payment bond for work added by Supplemental Agreement(s) and/or Extension Agreement(s), whereby the original Contract amount or the total Project length may be increased by as much as twenty (20) percent without the written assent of the Surety.

Now, THEREFORE, the condition of these obligations is such that if the above named bound Principal shall in all respects comply with the terms and conditions of said contract, including all modifications or extensions thereof, and his obligations thereunder, including the notice to contractors, the plans, general conditions, specifications, special provisions and proposals, therein referred to and made a part thereof, and shall complete the said contract in accordance with its terms and shall save obligee free from all cost and charge that may accrue on account of the doing of the work specified, then this bond, construed as a "performance bond" shall be void, otherwise of full force and effect.

Provided further, that upon the failure of the said Principal to promptly and efficiently prosecute said work, in any respect, in accordance with the contract, the above bound Surety or Sureties shall take charge of said work and complete the contracts at its own expense, pursuant to its terms, receiving, however, any balance of funds in the hands of said Department of Transportation under said contract.

And, further, the condition of these obligations is such that if the above bound Principal shall make prompt payment to all subcontractors and all other persons supplying labor, materials, machinery and equipment furnished for the performance of the work provided for in said contract, as well as all duly authorized modifications thereof which may hereafter be made, including any extension of time to complete the same, then this bond, as a "payment bond", shall be void, otherwise of full force and effect.

It is agreed that, in the event that this bond is executed by more than one surety company, the term "Surety" as used in this bond shall be construed to mean any one or all of such surety companies executing this bond. It is further agreed that such surety companies herein named and executing this bond as surety for the Principal, by mutual agreement between themselves, and with the Principal, and with the obligee herein named, do hereby designate and authorize:

as the "controlling surety".

It is further agreed that the term, "controlling surety", shall be defined as that one of such sureties herein designated and authorized by all of such sureties, upon whom any notice or other demand may be made by the obligee herein named, or other person having a claim against the Principal under the provisions of this bond, or with whom such obligee, or other such person, may negotiate or deal as to any matter pertaining to the obligations of this bond, and against whom any right of action growing out of this bond may be enforced, as provided for by Sections 36-82-102 through 36-82-105 of the Official Code of Georgia Annotated as fully and effectively as though the same were had or done with each of such named sureties individually, and with the right upon the part of such "controlling surety" to vouch such co-sureties into court to defend any action against it or them arising out of the obligations of this bond, as provided by Section 9-10-13 of the Official Code of Georgia Annotated, or to call upon such co-sureties, in accordance with the terms of any notice, demand, suit, suit at law, or other action, commenced or brought against it by the obligee named herein, or any other person having a claim against the Principal under the conditions and provisions of this bond, or in accordance with any private contract between the sureties executing this bond on behalf of said Principal, it being the purpose and intent of this contract that the obligee named in this bond, or such other person having a claim under the provisions of this bond, may enforce any right that it or they may have growing out of this bond by notice, demand, negotiation, suit, or other appropriate action against the controlling surety only, and such action shall be deemed to be binding upon all the sureties named herein; Provided however, the foregoing notwithstanding, the obligee, or such other person having a claim under this bond, at its or their option, may take such action against any or all of said surety companies.

It is agreed by the parties hereto that in the event the Department of Transportation in making the contract with the Principal herein shall be acting as Agent for the United States Government, or for the County of Henry.

or for both, as well as for itself, then the said Department of Transportation shall have the right in the event of a breach of the contract resulting in loss to the said County or to the United States Government; or to itself, to maintain a suit hereon for the use of itself, or the United States Government, or said County as well as for itself; or said County and said United States Government shall have the right in their own names to maintain a suit herein in the same manner and to the same extent as the Department of Transportation has by virtue of Sections 36-82-104 and 36-82-105 of the Official Code of Georgia Annotated.