



STATE ROUTE 400 EXPRESS LANE PROJECT INFORMATION

Disclaimer:

Please be advised that the information provided in this document is preliminary and is provided for information purposes only. This and other documents may be updated from time to time by GDOT at its sole discretion. All final scope requirements and other pertinent information and requirements concerning the State Route 400 Express Lane Project (**Project**) will be included in the Request for Proposals (RFP).

1. INTRODUCTION

The Georgia Department of Transportation (**GDOT**) intends to issue a Request for Qualification (**RFQ**) in the first quarter of 2020, for solicitation of statements of qualifications (**SOQs**) from proposers desiring to design, construct, finance and maintain the Project.

This document provides high-level information regarding the Project.

1	SRTA and GDOT Relationship	<p>The project agreement will be entered into by the Developer and the State Road and Toll Authority (SRTA), with GDOT acting as SRTA's agent.</p> <p>SRTA and GDOT will enter into various agreements including an Intergovernmental Agreement, whereby GDOT will be designated to serve as agent and manager of the Project for SRTA. Additional details regarding the respective responsibilities of SRTA and GDOT with respect to the Project will be provided during the Request for Proposal (RFP) phase of the procurement, however some key responsibilities include:</p> <ul style="list-style-type: none"> • SRTA is required to make payments to the Developer, operate and maintain tolling infrastructure and establish, maintain, and collect tolls during the maintenance phase; • SRTA is required to cause GDOT to obtain certain key permits and enter agreements with certain third parties in order to undertake the Project; and • GDOT is required to acquire certain right of way, provide access to such right of way to SRTA and operate as SRTA's agent and manager for the Project.
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2	<p>Funding and Financing</p>	<p>In consideration for the Developer's performance of its obligations under the project agreement, SRTA will make payments to the Developer in accordance with the project agreement. The payment structure is anticipated to include certain payments to the Developer during the construction period, and availability payments during the maintenance period.</p> <p>SRTA intends to make construction period payments in the form of progress and/or milestone payments. Funding for these payments may use some or all of the following sources:</p> <ul style="list-style-type: none"> • Federal Infrastructure For Rebuilding America (INFRA) grant – the Project was awarded a FY18 grant of \$184m. • \$100m of State of Georgia general obligation bonds have been issued to support a future implementation of Bus Rapid Transit in the corridor, which may be used to fund preliminary engineering costs, right-of-way acquisition costs and/or construction payments to the Developer. • SRTA may also issue toll revenue bonds for the Project (currently anticipated to be approximately \$60m), the proceeds of which may be used as construction period payments to the Developer. <p>SRTA and GDOT are also pursuing a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan, and an allocation of Private Activity Bonds (PABs) for the Project. To the extent available, further details will be provided in the RFP.</p> <p>Funding for the payment of availability payments during the maintenance period will come from a combination of Federal transportation funds, State motor fuel revenues, tolls and local funds.</p> <p>The availability payments during the maintenance period are anticipated to:</p> <ul style="list-style-type: none"> • commence at substantial completion of construction and the opening of the SR 400 express lanes to traffic under the terms and conditions specified under the project agreement; and • be subject to reductions in accordance with the noncompliance regime set forth in the RFP, including a formula for impermissible closures of portions of the Project that are maintained by the Developer, or for failure to meet performance requirements over the course of the Project term.
3	<p>Payment for Work Product</p>	<p>In exchange for the right of GDOT to use, in its sole discretion, a shortlisted proposer's work product, GDOT intends to make a payment for work product to shortlisted proposers that are not awarded the Project, pursuant to the P3 Rules of the State Department of Transportation and in the event that GDOT cancels the procurement. The work product payments are not intended to reimburse a shortlisted proposer for the total cost of preparing a proposal.</p>

4	Noncompliance Regime	<p>Where the Developer fails to meet any specified performance requirements during either the design and construction period or maintenance period, subject to any cure periods, a noncompliance point may be assessed against the Developer which may result in:</p> <ul style="list-style-type: none"> • payment deductions; • increased oversight; and/or • Developer default.
5	Performance and Payment Security	<p>The Developer will be required, pursuant to O.C.G.A 32-2-80, to provide or cause its contractors to provide payment and performance bonds or letters of credit in accordance with the project agreement requirements. The security requirements for the Project will be further detailed in the RFQ and RFP phases.</p>
6	DBE Goal	<p>The Developer will be required to comply with State and Federal DBE program requirements. Further details on the DBE goal for the project will be provided during the RFQ and RFP phases.</p>
8	Quality Management	<p>The Developer will be required to produce a Project Management Plan (PMP) that will set forth the Developer's approach to development, management and quality for the design, construction and maintenance of the Project. The Developer must also provide an Engineer of Record responsible for all plans, specifications, calculations, and reports for design changes during the Design & Construction period.</p> <p>Design and Construction Phase: The Developer will provide and implement a quality management plan, which must comply with the standards and specifications set out in the technical provisions. The Developer shall retain the services of an independent Design Quality Assurance Firm (DQAF), responsible for the quality assurance program for all design and professional services and performing independent quality assurance reviews of design and professional services submittals.</p> <p>The Developer shall retain the services of an independent Construction Quality Assurance Firm (CQAF), responsible for the quality assurance program during the construction phase of the Project including performing independent inspection and testing.</p> <p>Maintenance Phase: The Developer will be required to self-monitor compliance with the maintenance performance requirements and report any non-compliances. GDOT will also perform oversight and audits. Noncompliance with maintenance performance requirements will result in a noncompliance event that may be subject to a payment deduction or give rise to a Developer event of default.</p>

9	Maintenance (Roadway)	<p>The Developer will be responsible for maintenance of the Project from the initial notice to proceed, throughout construction and for a fixed term of 35 years following substantial completion of the construction work for the Project (subject to Item 10 Maintenance (Snow and Ice), and Item 11 Maintenance (Existing Assets) below).</p> <p>Maintenance responsibilities will encompass both routine and major capital maintenance works.</p>
10	Maintenance (Snow and Ice)	<p>GDOT will retain responsibility for snow and ice removal.</p> <p>To minimize disputes between GDOT/SRTA and the Developer about any damage caused by such activities, GDOT intends to require a post-winter season inspection report to be conducted to determine the scale of any damage directly attributable to GDOT's snow and ice-removal activities.</p>
11	Maintenance (Existing Assets)	<p>The Developer will be required to perform and pay for all work relating to the life cycle maintenance of any existing assets of the Project for the term of the project agreement. The Developer will retain responsibility for managing all such work and associated interface risk.</p>
12	Environmental	<p>The NEPA document (Environmental Assessment) is currently being prepared and is anticipated to be approved in CY2021 Q1.</p> <p>GDOT is performing early coordinating with resource agencies and stakeholders.</p> <p>The Developer will be required to ensure that all work is performed in accordance with all environmental mitigation measures required under all applicable environmental laws and the environmental approvals, including the National Environmental Policy Act (NEPA) approval.</p>
13	Geotechnical	<p>The Developer will be responsible for obtaining Bridge Foundation Investigations (BFI) and Wall Foundation Investigations (WFI) as necessary.</p>
14	Tolling/ITS	<p>The Developer will design and construct the GDOT ITS, communications network, power, structures, and other required elements within the Right-of-Way required to accommodate the Project.</p> <p>Toll system infrastructure shall be designed and constructed by the Developer. Some components and installation will be provided by SRTA; the Developer shall coordinate with the tolling services integrator. The toll system equipment and components and requirements and specifications for toll system infrastructure will be provided in the RFP.</p>

15	Toll Services Integrator	<p>The Developer will be required to hand over certain areas and toll components/equipment, such as toll zones and toll sites for the installation of additional equipment by the tolling services integrator on behalf of SRTA at specified dates during the construction period. SRTA will be responsible for toll operations, including customer service, back office and operation and maintenance of toll equipment.</p>
16	ITS/NaviGator	<p>The Developer will be required to hand over certain areas and ITS components/equipment, such as ITS sites for the installation of additional equipment by the ITS services integrator on behalf of GDOT at specified dates during the construction period; the Developer shall coordinate with the ITS services integrator.</p> <p>SRTA or GDOT, acting as SRTA's agent, will be responsible for providing the Developer with a NaviGator console, and notifications of incident and dispatch activities to assist with third party claims Project Management.</p> <p>GDOT will be responsible for the operations and maintenance of ITS components and equipment, as will be specified in the RFP.</p>
17	Utilities	<p>GDOT is authorized to pay or participate in the costs associated with the removal, relocation, or adjustment of utility facilities necessary to accommodate this Project. Refer to Code Section 32-6-170 of the Official Code of Georgia Annotated, for further information.</p> <p>GDOT will provide SUE QL-B information.</p> <p>The Developer will be responsible for coordinating and/or relocating all affected utilities or obtaining no-conflict letters from all utility owners. GDOT will have the right to approve all utility adjustments.</p> <p>The Developer will be responsible for all utility adjustment work, whether incurred by the utility owner or the Developer, excluding betterments and all other costs for which the utility owner is responsible under applicable law, utility adjustment agreements or any Utility MOU. The Developer will be responsible for collecting all amounts owed by utility owners. GDOT will obtain executed Memorandums of Understanding (each an MOU) from each utility owner and these will be included in the RFP.</p> <p>The Developer will conduct, within a certain period (as defined in the RFP) following the notice to proceed, investigations to identify any utilities not shown on the SUE plans and the Developer may be entitled to a compensation event with respect to any required relocation of such utilities.</p>

18	Right of Way	<p>GDOT anticipates that Developer will be required to perform certain ROW acquisition services. GDOT is currently pursuing early acquisition and is tracking to obtain approximately half of the required ROW by financial close. Additional details regarding the ROW acquisition scope of work will be identified in the RFP.</p> <p>Consistent with past projects, the Project ROW will be categorized as follows:</p> <ul style="list-style-type: none"> • <i>State Proposed / State Acquired ROW</i> – GDOT/SRTA has acquired or proposes to acquire such Project ROW by the dates to be specified in the project agreement. GDOT will be the sole owner of the fee title to such locations and SRTA will have a lessee’s interest in the property. • <i>State Proposed / Developer Acquired ROW</i> – Properties GDOT was unable to obtain by financial close but are required for the Project. The Developer will be responsible for obtaining, in the name of GDOT, all such properties but GDOT may assist the Developer to acquire such properties, as reasonably necessary. GDOT will pay for State Proposed / Developer Acquired ROW. Subject to specific exceptions identified in the contract documents, the Developer will be responsible for payment of all acquisition services. • <i>Developer Proposed / Developer Acquired ROW</i> – Properties for which rights of entry and other property rights, including temporary rights of way and rights of entry, have been identified by the Developer as being desirable for the Project. The Developer will be responsible for obtaining, in the name of GDOT, all such properties at Developer’s cost.
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2. **TENTATIVE SCHEDULE OF EVENTS:**

The following Tentative Schedule represents GDOT’s best estimate of the procurement schedule. All times indicated are prevailing times in Atlanta, Georgia. GDOT reserves the right to adjust the schedule as it deems necessary or appropriate.

TENTATIVE SCHEDULE	
GDOT issues Notice of Intent to Advertise (NOIA)	October 11, 2019
Industry Forum – Crowne Plaza Atlanta Midtown Ballroom	November 14, 2019
Industry one-on-one meetings – GDOT	Nov. 14, 15 & 18, 2019
GDOT issues Request for Qualifications (RFQ)	February 3, 2020
Deadline for submission of Statement of Qualifications (SOQ)	May 2020
GDOT issues the Notice to Shortlisted Proposers	July 2020
GDOT issues initial RFP to the Shortlisted Proposers	July 2020
GDOT issues RFP Final to the Shortlisted Proposers	March 2021
Receipt of Proposals from Shortlisted Proposers	July 2021
GDOT Developer Selection	September 2021
Commercial Close	November 2021
Financial Close; GDOT issues Notice to Proceed	Q4 CY2021/Q1 CY2022