

# WORK PLAN FOR THE DELAWARE TURNPIKE (I-95) IMPROVEMENTS PROJECT

## (Delaware Department of Transportation Application for SEP-14 Approval)

### A. INTRODUCTION

This work plan is submitted by the Delaware Department of Transportation (“DelDOT”) for the FHWA’s review and approval under Special Experimental Project No. 14 (SEP-14), with respect to the development of the Delaware Turnpike (I-95) Improvements Project (the “Project”) through a Comprehensive Development Agreement (“CDA”).

The Project consists of the following three elements:

- improvements to the existing toll plaza at Newark;
- adding a fifth lane in each direction on I-95 between the SR 1 Interchange and the SR 141 Interchange; and
- major modifications to the I-95/SR 1 Interchange.

DelDOT currently estimates that the Project’s net construction cost is approximately \$140 million. As for the status of the environmental review process, an approved Categorical Exclusion is anticipated for the I-95/Newark Toll Plaza Improvements in April 2005, and a Finding of No Significant Impact (FONSI) for the I-95/SR 1 Interchange and the I-95, SR 1 to SR 141 Improvements has been issued.

In 2003, Delaware enacted an innovative procurement law known as the “Public-Private Initiatives Program in Transportation” (“P3 Act”), which is codified at Title 2, Part II, Chapter 20, Sections 2001-2012 of the Delaware Code. A copy of the P3 Act, which governs this procurement, is attached as *Exhibit A*. The Project is the first to be developed under the P3 Act.

On June 23, 2004, DelDOT issued a Phase 1 Request for Conceptual Proposals and Qualifications (“Phase 1 RFP”). Submitters were not required to submit a price proposal with their Phase 1 RFP response. The Phase 1 RFP and its related addenda are available for review on DelDOT’s website at: [http://www.deldot.net/static/projects/I-95\\_impr\\_proj\\_p3/index.html](http://www.deldot.net/static/projects/I-95_impr_proj_p3/index.html).

The scope of work under the CDA will include design and construction, and potentially financing, maintenance and/or operation of the Project. Please refer to *Exhibit B* for additional information regarding the Project.

### B. SCOPE OF SEP-14 REQUEST

DelDOT requests approval of the following experimental features deviating from requirements contained in FHWA’s rules applicable to design-build projects:

- Use of a procurement process for the CDA as described herein, notwithstanding any conflict between the process described herein and the provisions of 23 CFR Part 636

(including (1) the ability to enter into negotiations with the selected firm prior to award.

- Including a general warranty in the CDA that exceeds the period specified in 23 CFR 635.413(e)(1)(i), and requiring the developer to undertake responsibility for routine maintenance services.

In addition, DelDOT requests FHWA concurrence with the following:

- Modification of Form 1273, Required Contract Provisions For Construction Projects, to strike out the portion of Section VII that requires a specified percentage of work to be self-performed.

**C. SCHEDULE**

DelDOT has established the following preliminary schedule for this procurement:

Phase 1 RFP Issued	June 2004
Phase 1 RFP Qualifications Submitted	September 2004
Issuance of Phase 2 RFP	June 2005
Detailed Proposals Due	July 2005
Award/Negotiation/Execution of CDA	September/October 2005*

\*Subject to legislative concurrence.

**D. GOALS**

The goals that we anticipate will be achieved by the CDA are:

- Expedite delivery of the Project facilities;
- Encourage flexibility, innovation and alternative approaches to financing, design, construction, operation and maintenance;
- Obtain a well-designed, innovative, high quality project that is durable and backed by appropriate warranties so as to minimize maintenance expenses and life-cycle costs, minimize congestion and enhance safety;
- Maximize project eligibility for all available forms of financing, allowing a plan of finance to be developed involving a combination of private sector funds (including revenue-based financing), federal, state and other public funds (including both loans and grants), and leveraging scarce public funds to the maximum extent possible.

**E. DESCRIPTION OF PROPOSED PROCUREMENT APPROACH AND APPROACH TO PROJECT AUTHORIZATION**

1. Procurement Approach. The proposed procurement approach for the Project will follow an industry review process that is consistent with the design-build rule. Proposed experimental features are described below:

(a) Issuance of Phase 2 RFP. During the first phase, DelDOT evaluated all proposal and qualification statements (“PQSSs”) it received in response to the Phase 1 RFP and made a determination to issue a Request for Detailed Proposals (“Phase 2 RFP”). In making that determination, DelDOT considered the qualifications of the submitters, the quality of the conceptual engineering and preliminary financial proposals submitted in response to the Phase 1 RFP and whether such proposals offered DelDOT significant advantages over those that could be obtained using conventional procurement procedures.

DelDOT has determined to issue the Phase 2 RFP. DelDOT will submit the proposed Phase 2 RFP, including draft contract terms and conditions, to FHWA for its review. After addressing any comments from FHWA, DelDOT would issue the draft Phase 2 RFP to the three teams submitting responsive submittals during the Phase 1 RFP qualification process. DelDOT would anticipate scheduling one-on-one and/or group meetings to discuss issues and comments identified by the three submitter teams. After reviewing comments from the three P3 teams with FHWA and after addressing all comments, DelDOT would issue the Phase 2 RFP to the three P3 teams. See attached proposed milestones and schedule. DelDOT intends to require the submission of a fixed price proposal for completion of the design and construction of the Project in accordance with the CDA, the form of which will be included in the Phase 2 RFP. Price will be considered in determining which detailed proposal offers “best value” to DelDOT.

The NEPA approval process for all elements of the Project should be completed prior to the date of issuance of the Phase 2 RFP. DelDOT does not anticipate needing to request FHWA approval to issue the Phase 2 RFP prior to receipt of final NEPA approval for the entire Project. Any changes in the scope of the Project arising from the NEPA permit process, after issuance of the Phase 2 RFP, would be incorporated into the Phase 2 RFP by addendum. Any changes in the scope of the Project arising after award of the CDA would be addressed through the CDA change order process.

(This step of the process conforms to the requirements of FHWA’s design-build rule. However, the Phase 2 RFP may be issued, and possibly the CDA executed and delivered, before receipt of all environmental permits.)

(b) Evaluation of Proposals, Negotiations and Award. DelDOT intends to proceed with one-on-one negotiations with the selected proposer prior to award, for the purpose of finalizing the terms and conditions of the CDA. Negotiations could include the incorporation of unsuccessful proposers’ ideas, clarifications and minor adjustments, and could address other matters as deemed advisable by DelDOT. DelDOT would have the right to proceed with negotiations with the next highest rated proposer if negotiations with the apparent best value proposer fail.

FHWA will have the opportunity to observe and/or participate in the evaluation, selection and negotiation processes. The request for FHWA's concurrence in the award of the contract will be accompanied by a timetable showing the major steps in the procurement process, a summary of the rationale for the selection, and a description of any material changes made to the CDA during the negotiations. Following receipt of FHWA and legislative concurrence, the CDA would be awarded, executed and delivered in accordance with the Phase 2 RFP. DelDOT anticipates issuing a notice to proceed shortly after execution of the CDA. However, DelDOT is considering the option of issuing a partial notice to proceed to the selected proposer, to begin design services only, prior to legislative approval of the CDA, in order to facilitate construction beginning in early 2006. These particular contract terms, if pursued, will be developed cooperatively with FHWA.

(This step of the process deviates from FHWA's design-build rule in that (i) concepts submitted by unsuccessful proposers would be disclosed to the successful proposer prior to award; and (ii) other issues addressed in the negotiations might require a modification in the scope of services to be provided under the CDA.)

**F. WARRANTIES AND SUBCONTRACTING CLAUSE**

DelDOT wishes to have the flexibility to obtain a general warranty for longer than two years, and would like authority to modify Form 1273 to delete the self-performance requirement.

**G. EVALUATION OF PROCUREMENT AND DEVELOPMENT PROCESS**

The Project procurement and development process, with its innovative features, will be evaluated on a range of factors, including:

Time Savings. DelDOT will: (1) compare the actual schedule for delivery of the Project with the estimated schedule based on a traditional procurement process; (2) evaluate the effect of the CDA process on delivery of the Project; and (3) attempt to quantify the value of early completion.

Innovation in Project Development. DelDOT will analyze the type and nature of the Project facilities and the procurement approaches described in this application and compare them with DelDOT's other projects.

Innovation in Financing. DelDOT will analyze the financing structures and methods developed in connection with the Project and how those structures and methods compare to DelDOT's historical project financing structures and methods. As part of this analysis and comparison, DelDOT will particularly focus upon the levels of financing and project risk shifted to the private sector and strategies employed to minimize State and DelDOT risk.

Innovation in Design and Construction. DelDOT will analyze innovative design and construction ideas and concepts used by the developer team, which evolve as a byproduct of the CDA process.

Quality and Warranty. A key component of the Project will be the ultimate quality of the work and the strength of any warranties provided.

## **H. REPORTING**

DelDOT anticipates filing an initial report, periodic updates, a Project acceptance report and post-acceptance reports, as described below:

- Initial Report: The initial report will be filed within 120 days after the execution of the CDA and will include a preliminary analysis of the CDA procurement. This report will:
  - Describe the process used to select the developer team;
  - Identify any reaction by the industry to use of the CDA concept;
  - Document major innovations contained in the proposals received; and
  - Discuss any major problems or issues that have occurred and how they were resolved.
- Updates: Interim reports will be prepared as significant milestones are achieved. Each interim report will:
  - Describe the progress as of the date of the report; and
  - Discuss any major problems or issues that have occurred and how they were resolved.
- Project Acceptance Report: A Project acceptance report will be submitted within 180 days following DelDOT's determination that the development work under the CDA is complete. This report will:
  - Provide an overall evaluation of the CDA procurement and process;
  - Evaluate the completed Project against the same factors described in Section G above;
  - Describe lessons learned, pitfalls to avoid and suggestions for improvements on future innovative procurements;
  - Document contract complications encountered and claims made during construction;
  - Indicate and evaluate innovations in design or construction; and
  - Emphasize and focus upon the quality and timeliness and how it was affected by the CDA concept.

- Post-Acceptance Reports: A post-acceptance report will be submitted at the end of the first two years of any long-term O&M or concession term, and at appropriate intervals thereafter. This report will:
  - Evaluate the overall quality and performance of the Project facilities;
  - Identify and evaluate warranties and document complications encountered during the period;
  - Identify any cost- or time-intensive maintenance items and evaluate the manner and effectiveness of their resolution;
  - Evaluate the overall safety and operation of the Project facilities;
  - Evaluate design requirements in the completed facilities and document any design adjustments that could improve quality; and
  - Evaluate the private sector's responsiveness as operator, maintenance provider and/or concessionaire, as applicable.

## **I. CONCLUSION**

DelDOT believes the procedures described herein will result in the successful development of the Project. We look forward to working with FHWA as the development progresses, and to providing you and others with the benefits of our experience.

**EXHIBIT A**  
**P3 LEGISLATION**



## TITLE 2

### Transportation

#### PART II

#### Transportation Department

#### CHAPTER 20. PUBLIC-PRIVATE INITIATIVES PROGRAM IN TRANSPORTATION

#### § 2001. Findings and declaration of policy.

The General Assembly hereby finds and declares that:

(a) It is essential for the economic, social and environmental well being of the State and the maintenance of a high quality of life that the citizens of the State have an efficient transportation system.

(b) The State has limited resources to fund the maintenance and expansion of the State transportation system and therefore alternative funding sources should be developed to supplement public revenue sources.

(c) A significant alternative to public revenue sources is a public-private sector initiatives program permitting private entities to undertake all or a portion of the study, planning, design, development, financing, acquisition, installation, construction, improvement, expansion, repair, operation and maintenance of public transportation projects for the citizens of Delaware in exchange for the right to lease or own the facilities for an agreed-upon period and earn a reasonable rate of return through tolls or user fees.

(d) In addition to alleviating the strain on the public treasury and allowing the State to use its limited resources for other needed projects, public-private initiative projects also do all of the following:

(1) Take advantage of private sector efficiencies in designing and building transportation projects and financial and development expertise;

(2) Allow for the rapid formation of capital necessary for funding transportation projects;

(3) More quickly reduce congestion in existing transportation corridors and provide the public with alternate route and mode selections;

(4) Provide the opportunity to link transportation investments with land use measures which further the State's growth management and clean air policies;

(5) Provide sound investment opportunities for the private sector; and

(6) Require continued compliance with environmental requirements and applicable state and federal laws that all publicly financed projects must address.

(e) The Department should be permitted and encouraged to test the feasibility of building privately-funded transportation systems and facilities through innovative agreements with the private sector by developing up to four demonstration projects, and the Secretary should be granted authority to entertain, solicit, evaluate, negotiate and administer such agreements.



(f) The Department should be encouraged to take advantage of new opportunities provided by federal legislation under § 1012 of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) 23 U.S.C. §§ 129 and 149 note, which section establishes a new program authorizing federal participation in the construction or improvement of publicly and privately owned toll roads, bridges, and tunnels and allows states to leverage available federal funds as a means for attracting private sector capital.

(g) A Public-Private Initiatives Program Revolving Loan Fund, which would allow available federal and State funds to be leveraged, should be established to provide a source of public funds for partial financing of demonstration projects. (70 Del. Laws, c. 280, § 1.)

## § 2002. Definitions.

As used in this chapter, unless the context indicates a different intent:

(a) "Agreement" means an agreement entered into by the Secretary and one or more contracting parties for a demonstration project.

(b) "Contracting party" means any individual, corporation, partnership, company, trust, association, joint venture, pool, syndicate, sole proprietorship, unincorporated association, body politic, authority or any other form of entity not specifically listed herein entering into an agreement with the Secretary for a demonstration project.

(c) "Demonstration project" or "project" means any public transportation project undertaken under this chapter.

(d) "Department" means the Department of Transportation.

(e) "Metropolitan planning organization" means a metropolitan planning organization established and designated pursuant to 23 U.S.C. § 134 (1993).

(f) "Secretary" means the Secretary of Transportation.

(g) "Transportation System" means any capital-related improvement and addition to the State's transportation infrastructure, including but not limited to highways, roads, bridges, vehicles and equipment, ports and marine-related facilities, park and ride lots, rail and other transit systems, facilities, stations and equipment, rest areas, tunnels, airports, transportation management systems, control/communications/information systems and other transportation-related investments, or any combination thereof. (70 Del. Laws, c. 280, § 1.)

## § 2003. Demonstration projects.

(a) Number. -- The Secretary shall entertain and solicit proposals from, and may negotiate and enter into agreements with, private entities, or consortia thereof, for up to 4 demonstration projects using in whole or in part private sources of financing involving (i) all or a portion of the study, planning, design, construction, operation and maintenance of transportation systems, or (ii) the repair and/or expansion, operation and maintenance of existing transportation systems, or any combination of the foregoing, provided that the Secretary shall not enter into any agreements regarding transportation systems in the area of New Castle County known as Churchmans Crossing (formerly known as Metroform) until such time as road improvements in such area which are: (i) included in the Capital Improvements Program as of the date of the enactment of this chapter or (ii) under construction as of the date of the enactment of this chapter, have been completed.

(b) Eligibility. -- The Secretary may entertain and solicit proposals from any source whatsoever; provided, however, that the Secretary shall only enter into agreements regarding a transportation system (i) for which construction funding has been authorized by the Delaware General Assembly in the applicable Bond and Capital Improvements Act (except that no agreement may be entered into which contains (A) direct or indirect expenditures or loans on the part of the State in excess of the total sum appropriated by the Delaware General Assembly for said transportation system or (B) credit enhancements which pledge the full faith and credit of the State); and/or (ii) for which the General Assembly has provided specific or categorical funding authorization for purposes of

implementing this chapter; and (iii) which is consistent with § 8419(2)(a) of Title 29, applicable provisions of the Department's long range transportation plan, any applicable recommendations developed by the Cabinet Committee on State Planning pursuant to Chapter 91 of Title 29, and applicable provisions of the Federal Clean Air Act >42 U.S.C. § 1857 et seq. and 42 U.S.C. § 7551|.

(c) Proposals. --

(1) The Secretary shall solicit proposals through a request for proposals accompanied by material explaining the Public-Private Initiatives Program enacted hereunder and describing the selection process and criteria.

(2) Potential projects may be identified and proposed by any potential contracting party. However, the Secretary may identify in the request for proposals specific systems, corridors, or routes for improvement. Any provisions of the Code to the contrary notwithstanding, proposals may provide for the design-build mode of infrastructure development.

(3) Proprietary information contained in proposals not selected for demonstration projects and records of negotiations in progress shall be exempt from public disclosure.

(d) Fees authorized. -- To offset a portion of the costs of initiating this program and reviewing proposals received for demonstration projects under this chapter, the Department is authorized to assess a non-refundable Proposal Review Fee for each proposal not to exceed \$50,000.00.

(e) Selection and approval. --

(1) The demonstration projects shall be selected by a demonstration project committee, chaired by the Secretary, consisting of the Secretary, the Director of Financial Management and Budget, the Chief Engineer of the Department of Transportation, and up to 4 other persons to be appointed by the Secretary. The demonstration projects shall be selected without regard to the provisions of Chapter 69 of Title 29.

Each proposal shall be weighed on its own merits and ranked according to the selection criteria stipulated in the request for proposals, provided that upon receipt of all proposals the demonstration project committee may group similar types of project proposals together for purposes of evaluation and selection, and provided further that the proposals selected by such committee from any such group of proposals must be those with the highest ranking within that group, and provided further that such committee may elect not to select any proposals from an established group of proposals, and provided further that as to similar proposals or proposals that are mutually exclusive so that the undertaking of one would preclude the need, desirability, or ability of undertaking the other, only the proposal with the highest ranking among such proposals shall be selected, and, subject to approval as set forth above, proceed to negotiations. Each of the agreements shall be negotiated individually as a stand-alone project.

(2) Each selected project must be subsequently approved, within 45 days of its selection, by both (i) the directly affected metropolitan planning organization(s) and (ii) the Council on Transportation established pursuant to § 8409 of Title 29 or its successor, in that order. If a directly affected metropolitan planning organization approves a selected project, it shall be deemed to have given its approval to amend the Transportation Improvement Program to include such project. If the Council on Transportation approves a selected project, it shall be deemed to have given its approval to amend the Capital Improvements Program to include such project. Approval for each selected project by the affected metropolitan planning organization and the Council on Transportation shall be based solely upon the project's compatibility with State and regional transportation plans, compliance with applicable laws and regulations, and fiscal impact upon the State Capital Improvement Program or regional Transportation Improvement Program. If either organization disapproves a project, it shall set forth in writing its reasons for doing so.

(3) The Secretary shall promptly notify the Co-chairs of the Joint Bond Bill Committee of the Delaware General Assembly when a project has been duly selected by the demonstration project committee. After the Co-chairs's receipt of such notice, the Co-chairs shall meet and either approve or reject the project. Upon their approval of the project, it shall be deemed as an amendment to the Capital Improvements Program for the fiscal year in which the approval is granted.

(f) Compliance. -- Except as otherwise expressly provided in this chapter, all demonstration projects must comply with all applicable rules and statutes in existence at the time the agreement is entered into, including but not limited to this title, § 711 of Title 19, §§ 6912 >Repealed.], 6914 >Repealed.] and 6920 >Repealed.] of Title 29 and 49 C.F.R. Part 21, provided that the provisions of Chapter 69 of Title 29 other than §§ 6912, 6914 and 6920 of Title 29 thereof shall not be applicable to the demonstration projects regardless of the use of State funds. Each agreement may provide for protection for the contracting party from future discretionary regulatory changes which would substantially or materially change the terms and conditions or financial assumptions of the agreement.

(g) Financing. --

(1) The Department may (i) enter into agreements using federal, state and local financing in connection with the demonstration projects, including without limitation grants, direct loans, credit enhancements which do not pledge the full faith and credit of the State, loans from the Public-Private Initiatives Program Revolving Loan Fund established in § 2012 of this title, and other measures authorized by § 1012 of ISTEIA >23 U.S.C. §§ 129 and 149 note], provided that the projects meet all applicable financing eligibility criteria, and (ii) do such things as necessary and desirable to maximize the funding and financing of such projects, provided that private capital participation in the total capital cost for each demonstration project shall be negotiated with the other terms of the agreement. Notwithstanding other provisions of this chapter, the amount of such participation shall be taken into account in determining the negotiated rate of return on the investment in the project. In addition, the projected total percentage of public capital investment, as well as the limits of the Department's financial liability for the project, shall be expressly disclosed in the agreement.

(2) The Department may apply for, receive, and accept, from any federal agency or any other governmental body, grants for or in aid of the design, construction, reconstruction, resurfacing, restoring, rehabilitation, replacement, maintenance or operation of toll and non-toll highways, bridges and tunnels and other eligible transportation systems, or study of the feasibility of such activities, and enter into any contracts with the granting body or any other governmental body and with private entities as may be required to qualify for such grant. The Department may transfer or lend the proceeds of any such grant, or utilize such proceeds available for credit enhancement, to public agencies or contracting parties, on terms and conditions complying with applicable federal and state law. (70 Del. Laws, c. 280, § 1; 71 Del. Laws, c. 150, § 78; 72 Del. Laws, c. 164, § 1.)

#### **§ 2004. Ownership and lease of demonstration project transportation systems.**

(a) Each agreement shall provide for private ownership of the demonstration project during the construction period. Each agreement shall provide for State ownership or control of the underlying real property at all times, except as provided in subsection (b) or subsection (c) of this section. After completion and final acceptance of each project, or discrete segment thereof, the agreement shall provide for State ownership of the project and lease to the contracting party, unless the State elects to provide for ownership of the project or portion thereof by the contracting party during the term of the agreement in which case the agreement shall provide for the transfer of the project to the State at no charge at the expiration of the term of the agreement. The State shall lease each of the demonstration projects, or applicable project segments, to the contracting parties for up to 50 years after completion of such projects. An agreement may provide for lease payments to consist of royalties.

(b) If state ownership or control of railroad rights-of-way used in a demonstration project is not feasible, for example, but not by way of limitation, due to federal ownership of said rights-of-way, an agreement for a demonstration project may nonetheless be approved, subject to the following limitations:

(1) State ownership or control of any other real property utilized in the demonstration project, as well as compliance with all other provisions of subsection (a) of this section, shall nonetheless be required;

(2) The negotiations on the rate of return to the contracting party during the term of the agreement shall take this reduced ownership/control factor into account; and

(3) All expenses relating to the indemnification of the owner of any railroad rights-of-way must be borne by the contracting party, notwithstanding the provisions of § 2008 of this title.

(c) An agreement for a demonstration project in which the state does not assume ownership or control of the underlying real property involved in the project may be approved, subject to the following limitations:

(1) Compliance with all other provisions of subsection (a) of this section shall nonetheless be required;

(2) The negotiations on the rate of return to the contracting party during the term of the agreement shall take this reduced ownership/control factor into account; and

(3) All expenses relating to the indemnification of the owner of any such real property must be borne by the contracting party, notwithstanding the provisions of § 2008 of this title. (70 Del. Laws, c. 280, § 1; 71 Del. Laws, c. 150, §§ 80, 81; 72 Del. Laws, c. 164, § 2.)

### **§ 2005. Exercise of Department's powers.**

For purposes of facilitating these demonstration projects and to assist the contracting parties in the financing, development, construction, maintenance and operation of such projects, the agreements may include provisions for the Department to exercise any powers conferred upon it by law, including but not limited to the lease of rights of way and airspace, granting of necessary easements and rights of access, power of eminent domain, granting of development rights and opportunities, issuance of permits or other authorizations, protection from competition, remedies in the event of default of either of the parties, granting of contractual and real property rights, liability during construction and the term of the lease, and the authority to negotiate acquisition of rights of way in excess of appraised value. Amounts paid by a contracting party for any right-of-way in excess of the appraised value thereof may be considered a contribution to the project only to the same extent that such excess amounts could be paid by the Department to acquire the right-of-way under applicable law. (70 Del. Laws, c. 280, § 1.)

### **§ 2006. Authorization of tolls and user fees; limitations on toll and user fee revenues.**

(a) Authorization of tolls and user fees. -- Each agreement shall authorize the contracting party to impose tolls or user fees for use of the transportation system constructed and/or leased by it to allow a reasonable rate of return on investment. The agreement may authorize the contracting party to collect tolls or user fees through both conventional methods and non-conventional methods including, but not limited to, automatic vehicle identification systems, electronic toll collection systems and, to the extent permitted by law, video-based toll collection enforcement. The agreement may authorize the collection of tolls and user fees by a 3rd party.

(b) Classification of tolls and user fees. -- A contracting party may establish different toll rates or user fees based on categories such as vehicle class or vehicle weight and may further vary toll rates by time of day or year.

(c) Maximum rate of return. -- A maximum rate of return on investment shall be negotiated by the parties and stated in the agreement. A contracting party may establish and modify toll rates and user fees as long as the maximum rate of return on investment is not exceeded.

(d) Uses of revenues. -- Each agreement shall require that over the term of the lease toll or user fee revenues be applied to payment of the contracting party's capital outlay costs for the project, including interest expense, the project's operations costs, costs of toll collections, administration of the project, any reimbursement to the State for the costs of project review and oversight, maintenance and police services, establishment and funding of a fund to ensure the adequacy of maintenance expenditures, a reasonable return on investment to the contracting party, and any other use mutually agreed upon by the parties and specifically set forth in the agreement, regardless of any contrary provisions of Delaware law.

(e) Excess revenues. -- As agreed upon by the parties the agreement may require that any revenues in excess of the maximum rate of return allowed in the agreement either be applied to any indebtedness incurred by the contracting party in connection with the project and/or be paid to one or more other entities or funds including, but not limited to, the Revolving Loan Fund established in § 2012 of this title, the State's Transportation Trust Fund established under § 1404 of this title, the Department, or the State. For the purpose of determining whether there are revenues in excess of the maximum rate of return (or in excess of any incentive rate of return authorized by the agreement pursuant to subsection (f) of this section), the agreement shall expressly provide for an annual audit to be performed (at the expense of the contracting party) by the same auditor chosen to perform the annual audit of the Transportation Trust Fund pursuant to § 1323 of this title and the certification of the rate of return which the contracting party has realized during the audited period. The contracting party shall maintain its books and corporate records in the State.

(f) Incentive rates of return. -- Notwithstanding § 2006(c) of this title, each agreement or an amendment to each agreement may provide for incentive rates of return in excess of the maximum rate of return established in the agreement for the attainment of specific safety, performance, transportation demand management or other goals set forth in the agreement or amendment.

(g) Continuation of tolls. -- After expiration of the lease or ownership period of a project to or by a contracting party, the Department may continue to charge tolls or user fees for the use of the project. The Department may delegate such authority to continue to collect tolls or user fees for the use of the project to a third party, provided that such revenues must first be used for operations and maintenance of the project and, subsequently, any revenues determined by the Secretary to be excess must be paid by such 3rd party to the State's Transportation Trust Fund, the Department or the State. (70 Del. Laws, c. 280, § 1.)

#### **§ 2007. Reimbursement for services rendered by department or other State agencies.**

(a) Police services. -- Each project is deemed to be part of the State Transportation System. The Delaware State Police shall have primary jurisdiction over each project except with respect to all or any portion of a project located in a jurisdiction where primary law enforcement responsibility is delegated to another law enforcement agency by law or by applicable status of forces agreements or otherwise. Each law enforcement agency rendering services pursuant to the above shall receive reimbursement for such services in accordance with an agreement that the contracting party shall enter into with such agency.

(b) Maintenance services. -- Agreements for maintenance services may be entered into under this chapter with the Department or other State agencies, provided that such agreements shall provide for full reimbursement for services rendered by the Department or such other agencies.

(c) Coordination of permits and licenses. -- The Department shall, with the mandatory assistance of all applicable State agencies and departments, establish a unified permitting and licensing process in the Department for the processing and issuance of all necessary permits and licenses for demonstration projects under this chapter, including, but not limited to, all environmental permits, businesses and tax licenses and transportation permits. The Department shall seek the cooperation of federal and local agencies to expedite all necessary federal and local permits, licenses and approvals necessary for the demonstration projects, provided, however, that the agreements shall provide for full reimbursement for services rendered by the Department or other agencies.

(d) Other. -- The Department may provide services for which it is reimbursed including, but not limited to, preliminary planning, environmental certification (including the procurement of all necessary environmental permits), and preliminary design of the demonstration projects. (70 Del. Laws, c. 280, § 1.)

#### **§ 2008. Liability coverage; indemnification.**

Each agreement must require that liability insurance coverage of an amount appropriate to protect the demonstration project's viability is secured and maintained by the contracting party. Each agreement may provide for State indemnification of the contracting party for design and construction liability where the State has approved relevant design and construction plans. (70 Del. Laws, c. 280, § 1.)

**§ 2009. Other agreement provisions.**

(a) Grant of rights to contracting party. -- An agreement may include provisions authorizing the State to grant necessary easements and lease to a contracting party existing rights of way or rights of way subsequently acquired. An agreement may also include provisions to lease the airspace above or below the right of way associated with the demonstration project to the contracting party at less than fair market value during the term of the contracting party's lease of the demonstration project, provided that if the Department continues to lease the airspace rights to the contracting party after the expiration of such lease term, it must do so only at fair market value. The agreement may also grant the contracting party the right of first refusal to undertake projects utilizing real estate and airspace owned by the Department within or contiguous to the right of way, provided that in the judgment of the Secretary such projects must contribute to the public use and benefit of the demonstration project, and provided further that nothing herein shall derogate from the Department's power to declare real estate or airspace owned by the Department surplus to the needs of the Department pursuant to § 137 of Title 17 or any successor provision.

(b) Miscellaneous. -- An agreement may include any contractual provision that is necessary to protect the demonstration project revenues required to repay the costs incurred to study, plan, design, finance, acquire, build, install, operate, enforce laws, and maintain the transportation system including, but not limited to, a traffic guarantee, an equity guarantee or insurance provided that such provision will not unreasonably prohibit the development of essential public transportation systems and facilities. (70 Del. Laws, c. 280, § 1.)

**§ 2010. Operation of toll facility.**

At the request of a contracting party operating a toll facility hereunder, the Department may adopt and enforce reasonable regulations consistent with State law which (i) set maximum and minimum speeds, (ii) exclude undesirable vehicles, cargoes, or materials from the use of the facility, (iii) establish high occupancy or express lanes for use during all or any part of a day and limit the use of such lanes to certain traffic, (iv) determine points of access, (v) determine truck/trailer multiples, (vi) determine truck weight stations, and (vii) determine truck weight limits. (70 Del. Laws, c. 280, § 1.)

**§ 2011. Plans and specifications.**

The plans and specifications for each demonstration project constructed pursuant to this chapter shall comply with the Department's standards for state projects and any applicable federal standards. Each demonstration project is deemed to be part of the State highway system for purposes of identification, maintenance standards, and enforcement of traffic laws and for the purposes of applicable sections of this title. (70 Del. Laws, c. 280, § 1.)

**§ 2012. Public-Private Initiatives Program Revolving Loan Fund.**

(a) Establishment of Fund. -- There is hereby established a Public-Private Initiatives Program Revolving Loan Fund which shall be maintained and administered by the Department in accordance with the provisions of this chapter and such rules as the Department may from time to time prescribe. The Fund shall be available for the purpose of providing financial assistance in accordance with the provisions of this section. Subject to the provisions of any applicable bond resolution governing the investment of bond proceeds deposited in the Fund, the Fund shall be invested and reinvested in the same manner as other State funds. The Fund shall retain any investment earnings. Subject to the provisions of any applicable bond covenants or resolutions or any other applicable laws or regulations governing the Fund, the Department may, with the approval of the Delaware General Assembly, transfer monies from the Fund to the Transportation Trust Fund.

(b) Fund deposits. -- The following shall be deposited in the Fund:

(1) Federal grants and awards or other federal assistance received by the State for the purpose of deposit therein and eligible for deposit therein under applicable federal law;

(2) State funds appropriated for deposit to the Fund;

## CHAPTER 20. PUBLIC-PRIVATE INITIATIVES PROGRAM IN TRANSPORTATION

(3) Payments received from any public or private agency in repayment of a loan previously made from the Fund or pursuant to 23 U.S.C. 129(a)(7) or successor legislation;

(4) Net proceeds of bonds approved by the Delaware General Assembly which have been designated by the Delaware General Assembly for deposit in the Fund;

(5) Interest or other income earned on the investment of moneys in the Fund; and

(6) Any additional moneys made available to the Fund by the Secretary from any sources, public or private, including excess toll revenues, for the purposes for which the Fund has been established.

(c) Accounting of deposits. -- In order to facilitate the determination of the amount of funds available for financing Projects which meet either federal eligibility criteria or state eligibility criteria but not both, deposited funds commingled in the Fund shall also be accounted for separately based on whether their source is federal or state.

(d) Permitted uses of funds. -- Amounts in the Fund may be used only:

(1) To make loans for the construction, reconstruction, resurfacing, restoring, rehabilitation or replacement of public or private toll transportation facilities or other transportation systems within the State, or the study of the feasibility thereof;

(2) To guarantee, or purchase insurance for, bonds, notes or other evidences of obligation issued by the contracting party developing a public or private toll facility or other transportation system for the purpose of financing all or a portion of the cost of such toll facility or system, if such action would improve the credit market access of the contracting party or reduce interest rates payable by such party;

(3) To earn interest on Fund accounts; and

(4) For the reasonable costs of administering the Fund.

(e) Terms of loan agreements. -- The following terms shall apply to all loans made from the Fund:

(1) Loans shall bear interest at the average rate of interest earned by the State's pooled investment fund for the period beginning with the 1st month following the date that the loan is funded and ending on the last day of the month preceding the start of repayment; provided, however, that in the event the Department funds a loan with the proceeds of a bond issue, the rate of interest charged shall be no less than the cost the Department incurs to borrow such funds irrespective of the average rate of interest earned by the State's pooled investment funds;

(2) Loan repayment shall begin no later than 5 years from the date that the facility or system is opened to toll traffic and shall be completed by no later than 30 years from the time the loan was obligated;

(3) The loan may be subordinated to other debt financing except for loans made by any other public agency; and

(4) Reasonable origination or processing fees may be charged. (70 Del. Laws, c. 280, § 1.)

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## EXHIBIT B

The Project is approximately five miles in total length and is located in Delaware along the I-95, the East Coast's "Main Street." I-95 is the most significant highway in Delaware. The Project consists of three elements in New Castle Counties.

The following provides a summary description of the Project's three elements and a brief overview of the current status of the development work:

### Project Limits:

Element 1: The project area includes the existing I-95 roadway, from the Maryland/Delaware state line to the I-95/SR 896 interchange, including the existing Newark Toll Plaza Facility, within the existing DelDOT right-of-way.

Element 2: Includes the I-95 corridor between the SR 1 and SR 141 interchanges, within the existing DelDOT right-of-way. *(May want to extend north!)*

Element 3: The area within and including all elements of the I-95/SR 1 interchange; extending north of the interchange on I-95 to meet the mainline widening project (Element 2) and south on SR 1 to the Christina River Bridge; and within existing DelDOT right-of-way and proposed acquisitions.

### Project Description:

Element 1: The project will construct two barrier-separated highway speed EZ-Pass only lanes in each direction in the median through the toll plaza. The existing five northbound satellite toll plaza lanes for general cash/EZ Pass lanes will be maintained. The six outside southbound toll lanes for southbound general cash/EZ Pass lanes will be maintained and rehabilitated. Access to the existing toll plaza administration building will be modified. Some accommodation of a future third highway speed EZ Pass lane will be provided to reduce future impacts to the traveling public.

Element 2: The project will add a fifth lane in each direction to the mainline of I-95 between the I-95/SR 1 interchange and the I-95/SR 141 interchange, by widening the roadway to the outside on both the north and south sides of the existing roadway. MSE walls are included in the design to minimize impacts to the adjacent natural environment.

Element 3: The project will modify the existing interchange to provide directional Ramps A & B for the primary expressway to expressway movements, i.e., northbound SR 1 to northbound I-95 and southbound I-95 to southbound SR 1, respectively. Local traffic will be carried on separate ramps and access to the local roadway network, which in part serves the 1.2 million square foot Christiana Mall, will be modified.



Project Schematic Plan Status:

Anticipated Plans available date:

I-95 Mainline: June 2005  
SR Interchange: June 2005  
Toll Plaza: June 2005

See attached Summary of Preliminary Plan Submittal Milestones and Dates.

DelDOT's current neat construction cost estimate for each element of this Project is:

- \$ 80 million Highway Speed EZ Pass Lanes and Toll Plaza Modifications
- \$ 21 million I-95, Mainline Widening, SR 1 to SR 141
- \$ 39 million I-95 / SR 1 Interchange Modifications
- **\$140 million Total (Neat Construction)**

Estimated construction costs reflect the currently developed schematic and environmentally studied project segments. The estimates do not include design, right-of-way (only required for I-95 / SR 1 Interchange Modifications) and utility related costs.

Project Environmental Status

The current status of the environmental approvals is as follows:

CE: Toll Plaza - DelDOT to submit to FHWA in March 2005; anticipate April 2005 approval.

FONSI: Mainline - Approved by FHWA.

Permits: Preparation underway.

List Permits: Mainline/Interchange ACOE Permit, submit in April 2005, receive September 2005  
Mainline/Interchange DNREC Permit, submit in April 2005, receive September 2005  
Toll Plaza ACOE Nationwide, submit in May 2005, receive September 2005  
Toll Plaza DNREC, submit in May 2005, receive September 2005

**Delaware Department of Transportation  
Delaware Turnpike Improvement Project  
Draft Phase 2 RFP Pre-Issuance Schedule**

<b>Date Week of</b>	<b>Task</b>	<b>Comments</b>
Feb 21	NGKE to deliver to DeIDOT first internal draft of Phase 2 RFP, Instructions to Proposers	Feb 21
Feb 21	Meeting/Conf call to discuss first internal draft of Phase 2 RFP	Feb 25 9:00AM
Feb 21	Meeting with internal working group to discuss risk allocation for Design-Build Contract	Feb 25 11:30AM
Mar 07	NGKE to deliver to DeIDOT first internal draft of Design-Build Contract (general terms and conditions)	
Mar 14	Internal working group meeting to discuss Design-Build Contract	
Mar 21	NGKE to deliver to DeIDOT second internal draft of Phase 2 RFP	
Mar 28	Meeting/conference call to discuss second internal draft of Phase 2 RFP, Instructions to Proposers	
Apr 04	NGKE to deliver second internal draft of Design-Build Contract	
Apr 11	Internal working group conference call/meeting to discuss second internal draft of Design-Build Contract.	
Apr 18	NGKE to deliver final Review Draft of Phase 2 RFP/Instructions to Proposers (ITP)	
Apr 18	NGKE to deliver final Summary of Design-Build Contract to DeIDOT and RK&K to deliver preliminary plans for I-95 Mainline Widening (SR 1 to SR 141) and I-95/SR 1 Interchange and Line and Grade plans for the Toll Plaza	
Apr 25	DeIDOT issues to Submitters Draft Phase 2 RFP, with Summary of draft Design-Build Contract and preliminary plans for I-95 Mainline Widening (SR 1 to SR 141) and I-95/SR 1 Interchange and Line and Grade plans for the toll plaza	
May 09	Written comments on draft Phase 2 RFP to be delivered by Submitters to DeIDOT	
May 16	One-on-one or group meetings with Submitters to discuss Draft Phase 2 RFP, Summary of draft Design-Built contract, the preliminary plans for the I-95 mainline widening and I-95/SR 1 Interchange modifications and the line and grade plans for toll plaza	
May 16	Meeting/conference call of DeIDOT working group to discuss Proposers' comments	
May 23	NGKE delivers to DeIDOT revised draft Phase 2 RFP ITP and draft Design-Build Contract	
May 30	Meeting/conference call of DeIDOT working group to discuss revised draft of Design-Build Contract	
May 30	Submitters provide comments to DeIDOT on preliminary plans for toll plaza	

Date Week of	Task	Comments
Jun 06	NGKE delivers final draft of Phase 2 RFP and RK&K delivers preliminary plans for three improvements to DeIDOT	
Jun 13	DeIDOT issues final Phase 2 RFP and preliminary plans for three improvements to Proposers	
Jun 27	One on one meetings with submitters to respond to questions	
Jul 25	Proposers submit price and technical proposals	
Aug 22	DeIDOT completes review of price and technical proposal	
Sep 05	One on one meetings for DeIDOT to ask questions/secure proposer responses	
Sep 26	Decision/negotiate contract	

Note: Consider structuring proposals to allow notice to proceed with design effort upon DeIDOT decision, prior to legislative approval of P3 contract. This approach could facilitate construction beginning in mid-January 2006, on a critical item, the new Mall Ring Road, which must be completed between January 15 and November 1.

**Delaware Turnpike Improvements  
Summary of Preliminary Plan Submittal Milestones**

**I-95 MAINLINE 5<sup>TH</sup> LANE WIDENING  
SR 1 TO SR 141**

**Roadway/Bridges:**

Submit Preliminary Plans to DeIDOT/Urban .....	Feb 11, 2005
Receive DeIDOT/Urban Comments .....	Feb 25, 2005 <sup>(1)</sup>
Submit Revised Preliminary Plans to DeIDOT/Urban (for Review & Printing) .....	<b>Apr 18, 2005</b>
DeIDOT Issues Revised Preliminary Plans to P3 Teams .....	<b>Apr 25, 2005</b>
Receive P3 Team comments on Revised Preliminary Plans .....	May 16, 2005
Submit Final Preliminary Plans to DeIDOT/Urban (for Review & Printing) .....	<b>Jun 6, 2005</b>
DeIDOT Issues Final Preliminary Plans to P3 Teams .....	<b>Jun 13, 2005</b>

**Drainage and Stormwater Management:**

Submit Preliminary Drainage to DeIDOT/Urban (on Roadway Plans) .....	Feb 11, 2005
Receive DeIDOT/Urban Comments .....	Feb 25, 2005

*Note: Additional submittals made in conjunction with Roadway Plan submittal schedule.*

<sup>(1)</sup>See John Koch email of 3/4/05 regarding Urban/RK&K collaboration on review comments.

**I-95/SR1 INTERCHANGE**

**Roadway:**

Submit Line and Grade to DeIDOT/Urban for Review .....	Feb 11, 2005
Receive DeIDOT/Urban comments on Line and Grade .....	Feb 25, 2005
Submit Preliminary Plans to DeIDOT/Urban for Review .....	Mar 21, 2005
Receive DeIDOT/Urban Preliminary Plan Comments .....	Apr 4, 2005
Submit Revised Preliminary Plans to DeIDOT/Urban (for Review & Printing) .....	<b>Apr 18, 2005</b>
DeIDOT Issues Preliminary Plans to P3 Teams .....	<b>Apr 25, 2005</b>
Receive P3 Team comments on Revised Preliminary Plans .....	May 16, 2005
Submit Final Preliminary Plans to DeIDOT/Urban (for Review and Printing) .....	<b>Jun 6, 2005</b>
DeIDOT Issues Final Preliminary Plans to P3 Teams .....	<b>Jun 13, 2005</b>

**Delaware Turnpike Improvements  
Summary of Preliminary Plan Submittal Milestones**

***Drainage and Stormwater Management:***

Submit Preliminary Drainage and Stormwater Management Report to DeIDOT/Urban (Report covers Mainline and Interchange)	Mar 8, 2005
Receive DeIDOT/Urban Preliminary Report Comments	Mar 21, 2005
Submit Preliminary Drainage Plans to DeIDOT/ Urban (on Roadway Plans)	Mar 21, 2005
Receive DeIDOT/Urban Preliminary Plan Comments	Apr 4, 2005
Submit Revised Drainage and Stormwater Management Report to DeIDOT/Urban	<b>Apr 18, 2005</b>
Submit Revised Drainage and SWM Plans to DeIDOT/Urban (on Roadway Plans)	<b>Apr 18, 2005</b>
DeIDOT Issues Drainage and Stormwater Management Report to P3 Teams	<b>Apr 25, 2005</b>
DeIDOT Issues Preliminary Plans to P3 Teams	<b>Apr 25, 2005</b>
Receive P3 Team comments on Revised Drainage and Stormwater Management Report and Plans	May 16, 2005
Submit Final Drainage and Stormwater Management Report to DeIDOT/Urban	<b>Jun 6, 2005</b>
Submit Revised Drainage and SWM Plans to DeIDOT/Urban (on Roadway Plans)	<b>Jun 6, 2005</b>
DeIDOT Issues Final Drainage and Stormwater Management Report to P3 Teams	<b>Jun 13, 2005</b>
DeIDOT Issues Final Preliminary Plans to P3 Teams	<b>Jun 13, 2005</b>

***Specific Dates for Interchange Bridges:***

Preliminary Submission for DeIDOT/FHWA Concept Review	Feb 28, 2005 <sup>(2)</sup>
Ramp A over I-95	Feb 18, 2005
Ramp A over SE Loop Ramp	Feb 18, 2005
Ramp G1 over SB SR7	Feb 18, 2005
Ramp A/G1 Deck Over - NB SR7	Feb 25, 2005
Ramp B Deck Over - NB SR7	Feb 25, 2005
Mall Access Bridge over SR7	Feb 18, 2005

**Delaware Turnpike Improvements  
Summary of Preliminary Plan Submittal Milestones**

Widening of SR1 over Eagle Run.....Feb 18, 2005

<sup>(2)</sup> See Stuart Montgomery email of 3/4/05 on Urban/RK&K collaboration on review comments.  
*Note: Additional submittals made in conjunction with Roadway Plan submittal schedule.*

**Signing, Signal, ITMS and Lighting:**

Submit Preliminary Signing, Signal and ITMS Plans to DeIDOT/Urban .....Mar 8, 2005

Receive DeIDOT/Urban Comments .....Mar 17, 2005

Submit Preliminary Lighting Plans to DeIDOT/Urban.....Mar 21, 2005

Receive DeIDOT/Urban Comments ..... Apr 4, 2005

Submit Revised Signing, Signal, ITMS and Lighting Plans to DeIDOT/Urban .....**Apr 18, 2005**

DeIDOT Issues Revised Signing, Signal, ITMS and Lighting Plans to P3 Teams ....**Apr 25, 2005**

Receive Comments from P3 Teams ..... May 16, 2005

Submit Final Signing, Signal, ITMS and Lighting Plans to DeIDOT .....**Jun 6, 2005**

DeIDOT Issues Final Signing, Signal, ITMS and Lighting Plans to P3 Teams .....**Jun 13, 2005**

*Note: April 18 and June 6 submissions in conjunction with Roadway Plans.*

**I-95/NEWARK TOLL PLAZA**

**Roadway:**

Meeting with DeIDOT/FHWA/Urban/Gannett  
to Review/Discuss Line and Grade Option .....Mar 34, 2005

Submit Preliminary Plans to DeIDOT/Urban ..... Apr 18, 2005

Receive DeIDOT/Urban Comments ..... Apr 27, 2005

Submit Revised Preliminary Plans to DeIDOT/Urban (for Review and Printing) ..... **May 9, 2005**

DeIDOT Issues Revised Preliminary Plans to P3 Teams ..... **May 16, 2005**

Receive P3 Team comments on Preliminary Plans ..... May 30, 2005

Submit Final Preliminary Plans to DeIDOT/Urban (for Review and Printing) ..... **Jun 6, 2005**

DeIDOT Issues Final Preliminary Plans to P3 Teams..... **Jun 13, 2005**

**Drainage and Stormwater Management:**

**Delaware Turnpike Improvements  
Summary of Preliminary Plan Submittal Milestones**

Submit Drainage and Stormwater Management Report to DeIDOT/Urban ..... Mar 8, 2005  
Receive DeIDOT/Urban Comments ..... Mar 21, 2005  
Submit Revised Drainage and Stormwater Management Report to DeIDOT/Urban . **Apr 18, 2005**  
Submit Drainage and SWM Plans to DeIDOT/Urban (on Roadway Plans) ..... **Apr 18, 2005**  
Receive DeIDOT/Urban Comments on Revised Drainage & SWM Report & Plans... Apr 27, 2005  
Submit Revised Drainage & SWM Report and Plans (on Roadway Plans)... ..... **May 9, 2005**  
DeIDOT Issues Revised Preliminary Drainage Plans and Reports to P3 Teams ..... **May 16, 2005**  
Receive P3 Team Comments on Drainage Plans and Reports ..... May 30, 2005  
Submit Final Drainage Plans and Reports to DeIDOT/Urban ..... **Jun 6, 2005**  
DeIDOT Issues Final Drainage Plans and Reports to P3 Teams ..... **Jun 13, 2005**

**Signing, Signal, ITMS and Lighting:**

Submit Preliminary Signing, Signal, ITMS and Lighting Plans to DeIDOT/Urban ..... Apr 18, 2005  
Receive DeIDOT/Urban Comments ..... Apr 27, 2005  
Submit Revised Signing, Signal, ITMS and Lighting Plans to DeIDOT/Urban ..... **May 9, 2005**  
DeIDOT Issues Revised Signing, Signal, ITMS and Lighting Plans to P3 Teams ... **May 16, 2005**  
Receive Comments from P3 Teams ..... May 30, 2005  
Submit Final Signing, Signal, ITMS and Lighting Plans to DeIDOT ..... **Jun 6, 2005**  
DeIDOT Issues Final Signing, Signal, ITMS and Lighting Plans to P3 Teams ..... **Jun 13, 2005**

**NORTHBOUND WIDENING - SR 141 TO I-495**

Meet with DeIDOT/FHWA to discuss concepts ..... Mar 3, 2005  
Submit Preliminary Plans to DeIDOT/Urban ..... Apr 18, 2005  
Receive DeIDOT/Urban Comments ..... Apr 27, 2005

**Delaware Turnpike Improvements  
Summary of Preliminary Plan Submittal Milestones**

Submit Revised Preliminary Plans to DeIDOT/Urban (for Review and Printing).....**May 9, 2005**

DeIDOT Issues Revised Preliminary Plans to P3 Teams..... **May 16, 2005**

Receive P3 Team Comments..... May 30, 2005

Submit Final Preliminary Plans to DeIDOT/Urban (for Review and Printing).....**Jun 6, 2005**

DeIDOT Issues Final Preliminary Plans to P3 Teams..... **Jun. 13, 2005**

*Note: Due to limited schedule for plan development, initial submittals will be aerial photography on roll plans.*

**CHRISTIANA MALL ACCESS**

Meet with DeIDOT and Mall Owners/operators to Review Mall Ring Road.....TBD

Road A is not currently anticipated to be part of the Turnpike Improvements Project.

**SPECIFICATIONS AND RFP PACKAGE**

Submit Draft Specifications to DeIDOT/Urban.....Mar 21, 2005

Receive DeIDOT/Urban Comments ..... Apr 4, 2005

Submit Revised Specifications to DeIDOT (for Review and Printing).....**Apr 25, 2005**

DeIDOT Issues Revised Specifications to P3 Teams ..... **May 2, 2005**

Receive P3 Team comments ..... May 16, 2005

Submit Final Specifications to DeIDOT (for Review and Printing).....**June 6, 2005**

DeIDOT Issues Final Specifications to P3 Teams ..... **June 13, 2005**