

March 23, 2012

RE: SEP 14 for the Tappan Zee  
Hudson River Crossing Project  
Contract D214134  
PIN 8TZ1.00

Dear Mr. McDade:

The New York State Thruway Authority and the New York State Department of Transportation (collectively referred to as the "Agencies") have issued a Request for Proposals (RFP) on March 9, 2012 for the design, construction and other identified activities for the Tappan Zee Hudson River Crossing Project. FHWA concurred that the RFP complied with federal requirements per 23 CFR 636.109(c) on March 8, 2012.

As you know, the procurement process is being undertaken concurrently with the NEP A process, thus enabling the Agencies to consider innovative solutions from the proposers while the environmental analysis is still ongoing, and ensuring that such solutions are factored into the environmental analysis. The Agencies intend to ask proposers for concepts that would serve to minimize environmental impacts, maximize future adaptability, provide the best value long-term investment and promote efficiency of cost and construction duration.

The draft RFP contemplates submittal of alternative technical proposals (ATCs) by the proposers, for review and approval (or conditional approval, non-approval) by the Agencies during the pre-proposal period. ATCs will be approved only if they meet certain minimum requirements as specified in the RFP. The Agencies anticipate that the proposers will incorporate approved ATCs directly into their proposals.

Although 23 CFR 636.209 permits ATCs for design-build procurements, it includes the following statement that is inconsistent with the approach the Agencies would like to adopt: "Alternate technical concept proposals may supplement, but not substitute for base proposals that respond to the Request For Proposal (RFP) requirements." We understand that the policy underlying this requirement is to ensure fair and open competition, and to make sure that all proposers are competing for the same project.

We believe the ATC approach described herein is consistent with the foregoing policy, since (1) all proposers will be offered the same opportunities to submit ATCs, thus assuring that the competition remains fair and open, and (2) the minimum requirements specified in the ITP place boundaries on the types of deviations that will be approved, ensuring that all proposers will in fact be submitting on the same project.

We understand that a number of other transportation agencies have previously obtained SEP-14 approval allowing implementation of essentially the same approach. The benefits offered by this process include the ability to factor the proposers' technical solutions into the selection process, allowing a true "best value" selection, and giving the Agencies access to solutions from all proposers. It also gives the successful proposer a head start on implementation of its ATCs, and avoids unnecessary costs for proposers to advance a base design that ultimately will not be used. Finally, imposing a requirement for proposers to submit separate proposals would likely deter proposers from submitting ATCs.

Accordingly, the Agencies hereby request that the requirement to submit separate proposals for the "base" and "alternate" technical concepts be waived for the Project, allowing each proposer the opportunity to submit ATCs for pre-approval and then to submit a proposal with or without ATCs.

Following is information supporting the waiver request:

- a) Review process and requirements. Attachment 1 is an excerpt of the ATC provisions from the Instructions to Proposers (ITP) included in the RFP for the Project.
  - ITP Section 3.1 sets forth the Agencies' rationale behind the use of ATCs to allow innovation and flexibility to be incorporated into the proposals and considered in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of reviews of ATCs to the post-award period, and, ultimately, to obtain the best value for the public. It also makes it clear that no ATC will be approved unless it is deemed "equal to or better than" the underlying RFP requirements.
  - ITP Section 3.2 lays out the specific submittal and review process for ATCs, including actions that may be taken by the Agencies.
  - ITP Section 3.3 specifies the content requirements of an ATC submittal.
  - ITP Section 3-4 outlines the determinations that may be made by the Agencies on submitted ATCs. It also provides a notice to all proposers that approval of an ATC constitutes pre-approval of a change in the specific requirements of the Contract documents to the extent: (i) specified in such approval; and (ii) the proposer is awarded the Contract.
  - ITP Section 3-4 also includes an acknowledgement by each proposer submitting a proposal that the opportunity to submit ATCs was offered to all proposers and a waiver of any right to object to the Agencies' determinations regarding the acceptability of ATCs.

- ITP Section 3.5 authorizes proposers to incorporate pre-approved ATCs into their proposals.
  - ITP Section 3.6 concerning confidentiality and ITP Section 2.5 concerning freedom of information law and the non-public procurement process (set forth in Attachment 2) describe the confidentiality of ATCs, which is vital to the success of ATCs. Confidentiality is a critical issue with proposers, who need be reassured that their innovative thinking and concepts will remain confidential (subject to ITP Section 6.3 - Payment for Work Product (Stipend), set forth in Attachment 2) and will not be shared with other proposers. ITP Section 2-4 (set forth in Attachment 2) concerning one-on-one meetings, further reinforces the confidentiality of the ATC process.
- b) How the ATC will be considered in the best value determination. Each proposer submits only one proposal. The RFP does not distinguish between a proposal that does not include any ATCs and proposals that include ATCs. Both types of proposals are evaluated against the same technical evaluation factors. A preapproved ATC may or may not result in higher quality (technical rating) in a particular evaluation factor and may or may not result in a lower price. However, it is the intent in allowing ATCs so that both the outcomes of higher quality and lower price will occur.
- c) What happens if ATC is not feasible. The RFP states that the Design-Builder is responsible for designing the Project in conformance with all Contract requirements (including ATCs included in its proposal) and is also responsible for obtaining all third party approvals required for ATCs.
- d) Timeline for ATC approvals. Please refer to the current procurement schedule attached as Attachment 3.
- e) Betterments. As noted above, the Agencies wish to encourage ATCs that will improve Project quality as well as ATCs that reduce project costs without reducing quality. The evaluation process described above allows flexibility for the evaluators to consider quality enhancements.
- f) Changes in Project Basic Configuration. With respect to ATCs affecting the Basic Project Configuration, ITP Section 3.1 refers proposers to Section 3.0 of Appendix I of Part 1- Design-Build Agreement (set forth in Attachment 4).

Thank you again for your assistance. If you have any further questions or comments, please do not hesitate to contact Dave Capobianco at (518) 436-2916.

Sincerely, \_

Donald R. Bell, P .E.  
Acting Chief Engineer

cc: Tom Madison, NYSTA  
Joan McDonald, NYSDOT  
Joe Foglietta, NYSDOT  
Ted Nadratowski, NYSTA  
Marie Corrado, NYSDOT  
David Capobianco, NYSTA  
Michael Anderson, NYSDOT  
John Burns, FHWA

**Attachment 1: ITP Provision Concerning ATCs**  
**3.0 ALTERNATIVE TECHNICAL CONCEPTS**

**3.1 Alternative Technical Concepts**

The Agencies have chosen to use the confidential ATC process set forth in this ITP Section 3.0 to allow innovation and flexibility to be incorporated into the Proposals and considered in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of technical concept reviews to the post-award period and , ultimately, to obtain the best value for the public.

The ATC process allows a Proposer to submit for pre-approval, on a confidential basis, proposed alternatives to the requirements of Contract Documents, Part 3 - Project Requirements, and design solutions included in the Directive Plans of Contract Documents, Part 6 - RFP Plans. ATCs may include proposals regarding the requirements for Form PPS-P-A and provisions of the Contract Documents regarding dredging and disposal of dredged materials. The Agencies will not approve any ATC that entails a deviation from the requirements of the as issued Contract Documents unless the Agencies determine, in their sole discretion, that the proposed end product based on the deviation is equal to or better than the end product absent the deviation. Proposers should refer to Section 3.0 of Appendix I to the Design-Build Agreement (Part 1) with respect to any ATC affecting the Basic Project Configuration. An ATC that potentially conflicts with any Environmental Approvals may be approved conditionally, subject to resolution of the potential conflict prior to implementation of the ATC (see ITP Section 3.4).

Any ATC that has been approved or conditionally approved may be included in the Proposal, subject to any conditions set forth in the approval.

**3.2 Submittal and Review of ATCs**

A Proposer may submit ATCs for review to the Agencies until the date identified in ITP Section 1.6.1. All A TCs shall be submitted in writing to the Agencies' Designated Representative at the email address identified in ITP Section 2.2.2, with a cover letter clearly identifying the submittal

as a request for review of an ATC under this ITP. If the Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an A TC by the Agencies.

The Agencies will review each ATC submitted and will use best efforts to provide a response within two weeks. Proposers submitting multiple ATCs may indicate an order of priority to assist the Agencies in determining which ATCs should be reviewed first.

If an ATC is summarily approved, the Agencies' comments will inform the Proposer that its ATC appears to be generally acceptable. If the Agencies need more information to determine whether or not the ATC will be approved, conditionally approved, or not approved, the Agencies will submit written questions to the Proposer and/or request a one-on-one meeting as described in ITP Section 2.4.1.

If an A TC is not approved or conditionally approved and the Proposer is of the view that the non-approval or the conditions for approval were due to an incorrect conclusion on the part of the Agencies, the Proposer may re-submit the ATC for one additional review to the Agencies' Designated Representative at the email address identified in ITP Section 2.2.2 until the final date for ATC submittals set forth in ITP Section 1.6.1. If a re-submittal is made, it shall be accompanied by a cover letter clearly identifying such submission as an A TC submitted for an additional review. Upon receipt of a request for additional review in accordance with this Section, the Agencies will conduct its additional review of the ATC and provide a response to the Proposer by email not later than the date for such responses set forth in ITP Section 1.6.1.

The Proposer shall advise the Agencies in its ATC submittal if it believes a one-on-one meeting is appropriate.

The Agencies will seek to return its approval, non-approval, conditional approval, or additional questions pertaining to any specific ATC no later than two weeks after receipt of that ATC. If the Proposer does not receive a return response from the Agencies within two weeks of the Agencies' receipt of the ATC, the Proposer shall presume that the Agencies have rejected the ATC.

### **3.3 Contents and Submission of ATC Submittals**

#### **3.3.1 Contents of ATC Submittals**

Each A TC submittal shall include the following:

- A. Description: A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information;
- B. Usage: Where and how the ATC would be used on the Project;
- C. Deviations: References to any requirements of the RFP Documents or to any elements of the Contract Documents that are inconsistent with the proposed ATC, an explanation of the nature of the proposed deviation and a request for:
  - (a) approval of such deviations; or
  - (b) a determination that the ATC is consistent with applicable requirements;

- D. Analysis: An analysis justifying use of the ATC and why the deviations from the requirements of the RFP Documents should be allowed;
- E. E) Impacts: Discussion of potential impacts of the ATCs on vehicular traffic, river traffic, environmental impacts (favorable and unfavorable) identified in appropriate environmental documents (especially with regard to the impacts and commitments of the DE IS), community impact, safety and life-cycle Project and infrastructure costs (including impacts on the cost of repair and maintenance);
- F. Environmental Approvals: A discussion of what, if any, changes in the Environmental Performance Commitments (EPCs), compliance terms, best management practices and avoidance measures identified in any Environmental Approval would be required as a result of the ATC. A discussion of whether the ATC would require any deviation from the terms and conditions of any anticipated or existing Environmental Approval or new Environmental Approval and, if so, an analysis of the steps required, costs involved and time that would be required to obtain, and the likelihood of success in obtaining, the required approval from the appropriate Governmental Person(s), as well as an analysis of all potential impacts on the Project;
- G. History: A detailed description of other projects where the ATC has been used under comparable circumstances, the success of such usage, and names, email addresses and contact telephone numbers of project owners that can confirm such statements;
- H. Risks: A description of any added or reduced risks to the Agencies and other Persons associated with implementing the ATC;
- I. Costs: An estimate of the implementation costs or savings to the Agencies, the Design-Builder and other Persons;
- J. Schedule: An estimate of the impact of the ATC upon the Contract duration and schedule shall be given, including the Proposer's estimate of the likely durations for any permits and consents necessary for the ATC; K)
- K. Price: An estimate of the impact of the ATC on the Proposal Price;
- L. ROW Requirements: A list of additional ROW requirements, if any, and a description of when additional ROW would be required in order to implement the ATC; and
- M. One-on-One Meeting: A statement as to whether, in the Proposer's view, a one-on-one meeting with the Agencies would be appropriate to discuss the ATC.

### **3.3.2 Submission of ATC Submittals**

Each ATC submittal shall be submitted to the Agencies' Designated Representative and shall comprise:

- A. Five printed copies of the ATC submittal contents as summarized in ITP Section 3.3.1; and
- B. One electronic copy of the ATC submittal, comprising each submitted document in searchable portable document format (pdf) without copy or password protection on a non-copy protected compact disk (CD).

The cover of each hard copy submission and each electronic submission (i.e., the CD label) shall be marked "Tappan Zee Hudson River Crossing Project - ATC Submittal" plus the sequential number of the Proposer's ATC (i.e. 1, 2, 3 etc.), and the Proposer's name. Any subsequent communications about an ATC should quote the relevant sequential ATC submission number.

### **3.4 Determination by the Agencies**

The Agencies will make one of the following determinations with respect to each properly submitted A TC:

- A. the ATC is approved;
- B. the ATC is not approved;
- C. the ATC is not approved in its present form, but is conditionally approved subject to satisfaction, in the Agencies' sole judgment, of specified conditions;
- D. The submittal does not qualify as an ATC but it may be included in the Proposal without an ATC {i.e. the concept complies with the RFP requirements}; or
- E. The submittal does not qualify as an ATC and it does not comply with the RFP.

Any approval of an ATC will constitute a change in the specific requirements of the Contract Documents to the extent: (i) specified in such approval; and (ii) the Proposer is awarded the Contract. Should the Design-Builder be unable to obtain required approvals for any ATC incorporated into the Contract Documents, or if the concept otherwise proves to be infeasible, the Design-Builder will be required to conform to the original requirements of the Contract Documents. See Contract Documents Part 2, DB §1 04-4.6. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to the Agencies' determinations regarding the acceptability of ATCs.

### **3.5 Incorporation into Proposal**

Proposer may incorporate zero, one or more pre-approved ATCs into its Proposal, including conditionally approved ATCs, provided that all conditions to approval shall have been satisfied. Copies of the Agencies' ATC approval letters for each incorporated A TC shall be included in the Proposal as specified in Appendix B. Proposals with or without ATCs will be evaluated against the same technical evaluation factors, and the inclusion of an ATC, including an ATC that provides technical enhancements, may or may not receive a higher technical rating.

The Proposal Price, schedule, approach and proposal details should reflect any incorporated ATCs. Except for incorporating approved ATCs, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP Documents.

### **3.6 Confidentiality**

Subject to Section 6.3 of the ITP, ATCs properly submitted by a Proposer and all subsequent communications regarding its ATCs will be considered confidential.

If a Proposer wishes to make any announcement or disclosure to third parties concerning any ATC, it shall first notify the Agencies in writing of its intent to take such action, including details as to date and participants, and obtain the Agencies' prior approval to do so.

## **Attachment 2: Additional ITP Provisions**

### **2.4 One-on-One Meetings**

Prior to and/or after submission of Proposals, the Agencies may conduct one-on-one meetings with Proposers as described below. If one-on-one meetings are held, they will be held with each Proposer, provided that with respect to Alternative Technical Concepts ("ATCs") one-on-one meetings will be held only with each Proposer submitting an ATC. The Agencies reserve the right to disclose to all Proposers any issues raised during one-on-one meetings. However, the Agencies will not disclose to other Proposers any information pertaining to an individual Proposer's technical concepts, Proposal or ATCs. Although the Agencies reserve the right to hold one-on-one meetings on matters they deem appropriate, ITP Subsections 2.4.1 and 2.4.2 list the one-on-one meetings that are contemplated.

#### **2.4.1 Meetings During Proposal Period**

For each Proposer, one-on-one meetings will be held between the Agencies and the Proposer. The period indicated in ITP Section 1.6.1 for these meetings is provisional. Specific meeting dates will be confirmed in advance of each meeting by the Agencies to each Proposer's Representative.

During the Proposal period at each one-on-one meeting with each Proposer, the agenda will be in two parts: the first part of the agenda will be topics set by the Agencies, and the second part of the agenda will be topics nominated by the Proposer in advance of the meeting. The Proposer's Representative shall send the Proposer's nominated agenda topics to the Agencies' Designated Representative at least 5 working days in advance of the relevant meeting. The Agencies propose the following agenda topics for the initial three one-on-one meetings:

- A. First meeting: alignments, configuration and EIS requirements;
- B. Second meeting: foundations and staging; and
- C. Third meeting: facilities, forms, visual quality.

In addition, during the first one-on-one meeting during the Proposal period each Proposer will be offered a debriefing regarding any weaknesses in its SOQ. The Proposer's SOQ ratings in relevant categories will be reviewed by the evaluators, but its overall SOQ rating will not be considered as a separate evaluation factor.

Each Proposer that is interested in submitting an ATC may request one or more additional one-on-one meeting(s) with the Agencies to discuss general concepts for potential ATCs and obtain preliminary feedback from the Agencies, to be held prior to the ATC submittal deadline (see ITP 1.6.1). The Agencies may also schedule one-on-one meetings with any Proposer that has submitted ATC(s), to allow the Agencies to fully understand the ATC(s) and to request clarifications.

The Authority may, in its sole discretion, issue one or more Addenda to address any issues raised in the one-on-one meetings.

#### **2.4.2 Post-Proposal Meetings**

The Agencies do not currently anticipate the need for post-Proposal interviews or presentations, but reserve the right to hold such meetings. If interviews or presentations occur, Proposers shall not modify their Proposals or make additional commitments regarding Proposals at such meetings. The Agencies do not currently anticipate the need for post-Proposal discussions, but reserve the right to enter into discussions and request revised Proposals. The Agencies anticipate engaging in limited negotiations with the selected Proposer prior to Contract award regarding such matters as are deemed advisable for negotiations by the Agencies, as permitted by 23 CFR Section 636.513. The selected Proposer shall have no right to open negotiations on any matter than has not been raised by the Agencies. See ITP Section 5.3.

### **2.4.3 Statements at Meetings**

Nothing stated at any meeting will modify the ITP or any other part of the RFP unless it is incorporated in an Addendum issued pursuant to ITP Section 2.3.1 or, in the case of an ATC, approved in writing in accordance with ITP Section 3.0.

## **2.5 Freedom of Information Legislation**

### **2.5.1 Freedom of Information Law (FOIL)**

The Agencies will maintain a non-public process for the duration of this procurement. Pursuant to Section 87(2)(c) of FOIL, all records related to this procurement, including, but not limited to, SOQs, evaluation and Shortlist procedures, Proposals, requests for ATC review, evaluation and selection procedures, and any records created during the evaluation and selection process, will remain deniable records until the Contract has been fully executed and delivered.

All records pertaining to this procurement will become public information after execution of the Contract, unless such records are determined to be deniable under FOIL, including records that are deniable because they constitute trade secrets or because disclosure of such records would cause substantial injury to the competitive position of the Proposer or its team members. Unless otherwise provided by law, records marked as "Exempt from Disclosure under FOIL" in an SOQ or Proposal submitted by an unsuccessful Proposer are not subject to inspection at any time by third Persons under FOIL, and the records so marked by the successful Proposer in its SOQ and Proposal will remain confidential. Each Proposer shall mark as confidential the portion of its Technical Proposal relating to security, including all material pertaining accident and terrorist vulnerability assessment and mitigation.

If a Proposer submits information in its Proposal that it believes to be deniable records under FOIL and that it wishes to protect from disclosure, the Proposer must do the following:

- A. clearly mark all such financial information, trade secrets, or other information "Exempt from Disclosure under FOIL" in its Proposal at the time the Proposal is submitted, and include a cover sheet identifying each section and page which has been so marked;

- B. with respect to each such section and page, include a statement with its Proposal justifying the Proposer's determination that the identified information constitutes deniable records; and
- C. provide an additional version of the Proposal submission in which confidential information has been redacted such that the redacted Proposal could without any further modification be inspected at any time by third parties under FOIL. The content of the redacted Proposal shall be identical to that of the original Proposal in all respects other than the redaction of deniable records.

Under no circumstance will the Agencies, the State, or their respective agents, employees or consultants be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of the Agencies, the State or their respective agents, employees or consultants. In the event of litigation concerning the disclosure of any material submitted by the submitting party, the Agencies' and State's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court, and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall indemnify and hold harmless the Agencies and the State and their respective agents, employees and consultants from and against any losses, costs or expenses any of them may incur in connection with any such litigation (including, without limitation, attorney's fees). This indemnification shall survive any cancellation or termination of this procurement or any award and subsequent execution of a Contract. In submitting a Proposal, the Proposer agrees that this indemnification survives as long as the deniable records are in possession of the Agencies or the State.

### **2.5.2 Freedom of Information Act (FOIA)**

FOIA applies to agencies and departments of the Executive Branch of the US Government, including FHWA. FOIA establishes a presumption that records in the possession of such agencies and departments are available to the public, subject to certain exemptions. FHWA has adopted a policy of clear presumption of disclosure on all FOIA requests. Therefore, all records in the possession of FHWA pertaining to this procurement may be disclosed under FOIA, except to the extent specifically exempted from disclosure under the act, which exemptions include trade secrets and commercial or financial information obtained from a person that is privileged or confidential. To the extent such information of the Design-Builder is included in the executed Contract or otherwise provided to FHWA or other federal agency or department pursuant to this procurement, and the Design-Builder wishes to protect it from disclosure, the Design-Builder shall clearly mark such records "*Exempt from Disclosure under FOIA.*"

### **6.3 Payment for Work Product (Stipend)**

By submitting a Proposal in response to the RFP, the Proposer acknowledges that the Agencies reserve the right to use any technical concepts included in its Proposal or submitted by the Proposer for review in accordance with the RFP, including any ATCs, subject only to the Authority's obligation to pay a stipend as specified below. In consideration for such payment, the Agencies may, at their risk, use such technical concepts in connection with any Contract awarded

for the Project as well as in subsequent procurements for the Project or other projects, and the Proposer waives all claims against the Agencies in connection with the procurement of the Project.

A stipend of up to \$2.5 million will be payable to each Proposer, subject to and pursuant to the terms and conditions of an agreement substantially in the form attached as ITP Appendix D, Form SA (Stipend Agreement), which is subject to authorization by the Authority's Board and approval by the Office of the New York State Comptroller. If a Proposer wishes to receive a stipend, it shall execute and deliver to the Authority three originally executed copies of the Stipend Agreement by the earlier of: (i) the date of its first ATC submittal under ITP Section 3.2, and (ii) the final date for Proposers to submit ATCs for review (see ITP Section 1.6.1). The Authority will return to the Proposer one fully executed original once it has been approved by the New York State Office of the Attorney General and the Office of the State Comptroller. The Stipend Agreement also provides that, if the procurement is cancelled prior to the Proposal Due Date, the Authority may, in its sole discretion, elect to pay an amount to a Proposer that the Authority deems, in its sole discretion, to be appropriate consideration for work product completed as of the cancellation date, provided that the Proposer attends an interview with the Agencies, delivers to the Agencies all such work product and otherwise complies with the terms and conditions of the Stipend Agreement.

A stipend may also be paid to a Proposer not meeting all of the conditions specified in the Stipend Agreement, provided that any such payment, and the amount thereof, shall be in the sole discretion of the Authority and shall be subject to approval by the Authority's Board and the Office of the New York State Comptroller. If a Proposer wishes to apply for payment of a stipend under this paragraph, it shall so notify the Authority within 10 days of its receipt of notification that it was not entitled to such payment. The Agencies reserve the right to audit the costs incurred by the Proposer in preparing its Technical Proposal to assist in its determination of the appropriate stipend amount, if any. Should the Agencies elect to audit, the auditors shall have access to all books, records, documents and other evidence and accounting principles and practices sufficient to reflect properly all costs and expenses of whatever nature claimed to have been incurred. Failure of the Proposer or its team members to maintain and retain sufficient records to allow the auditors to verify all or a portion of the claim or to permit the auditors access to the books and records of Proposer and its team members shall constitute a waiver of any payment of a stipend.

Each Proposer shall bear the cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process, including costs incurred for any interviews, except for any amounts paid in accordance with this ITP Section 6.3.

### **Attachment 3: Current Procurement Schedule Activity Due Date**

Activity	Due Date
Issue RFP March 9, 2012	March 9, 2012
Proposal period one-on-one meetings with all Proposers, Between March 20, 2012 specific dates to be confirmed	Between March 20, 2012 and July 13, 2012
TZ Contractor & Subcontractor Summit: Fostering DBE, MIW/BE and Small Businesses	March/ early April 2012
Initial stakeholder meeting (visuals, aesthetics, community character)	April 2012
Final date for Proposers to submit A TCs for review	May 18, 2012
Final date for Agencies' responses to ATCs submitted for review	June 1, 2012
Final date for receipt of Proposer's inquiries	June 15, 2012
Final date for Proposer's submissions in accordance with ITP Section 5.1.1.4(c) (if required)	June 29, 2012
Final date for latest issue of Agencies' responses to inquiries	June 29, 2012
Final date for latest issue of Addenda	July 13, 2012
Proposal due date	July 27, 2012
Due date for Escrowed Proposal Documents	Three work days after Proposal Due Date
Post Proposal meetings (ITP Section 2.4.2)(if required)	August 2012
Selection	September 2012
Award of Contract	October 2012
Notice to Proceed	October 2012

#### **Attachment 4: DB Agreement Provisions**

### **3.0 BASIC PROJECT CONFIGURATION**

The Basic Project Configuration shall consist of the following as shown in *Part 6- Project Plans*:

- A. The Project Limits;
- B. Crossing geometries including alignment, profile, number and width of lanes, shoulders, Shared Use Path, barriers, rails, and tie-ins to existing roadway approaches;
- C. The minimum vertical and horizontal clearances for navigation and vehicular traffic; and
- D. The ROW Limits.

#### **3.1 Standard for Determining Materiality of Change in Basic Project Configuration**

The following are the standards for determining materiality of Basic Project Configuration changes:

- A. A change to the Project Limits by 20 feet longitudinally;
- B. A change in the Crossing geometries;
- C. A reduction in the minimum vertical and/or horizontal clearances; and
- D. A change in the ROW Limits.

Archived