

**AMENDMENT NO. 1 TO THE THIRD AMENDED AND RESTATED  
COMPREHENSIVE AGREEMENT RELATING TO  
THE I-95/395 HOV/HOT LANES PROJECT**

This **AMENDMENT NO. 1 TO THE THIRD AMENDED AND RESTATED COMPREHENSIVE AGREEMENT RELATING TO THE I-95/395 HOV/HOT LANES PROJECT** (this “Amendment”) is made and entered into as of May 8, 2023, by and between the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION** (the “Department”), the address of which Department is 1401 East Broad Street, Richmond, Virginia 23219; and **95 EXPRESS LANES LLC**, a Delaware limited liability company (the “Concessionaire”), the address of which Concessionaire is 6440 General Green Way, Alexandria, Virginia 22312. The Department and the Concessionaire are referred to in this Amendment as the “Parties” or each, individually, as a “Party.”

**RECITALS**

**WHEREAS**, the Department and the Concessionaire entered into the Third Amended and Restated Comprehensive Agreement Relating to the I-95/395 HOV/HOT Lanes Project, dated as of August 10, 2022 (the “Agreement”);

**WHEREAS**, the Project includes the Concessionaire’s construction of the Fred Ex Project; and

**WHEREAS**, the Department and the Concessionaire desire to amend and clarify their respective rights and obligations under the Agreement with respect to the Fred Ex Project under the terms set forth in this Amendment.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment but not defined in this Section 1 shall have the meanings assigned to them in the Agreement.
  - a. The defined term **Fred Ex Pooled Contingency-Covered Cost(s)** is hereby amended and restated as follows:

**Fred Ex Pooled Contingency-Covered Cost(s)** means (i) additional, unanticipated costs and expenses incurred by the Department and required to design and construct the Southbound RRC Overlap Work that are not reasonably anticipated at the time the Department executes the Southbound RRC Design-Build Contract, and (ii) additional, unanticipated costs and expenses incurred by the Concessionaire and required to design and construct the Fred Ex Project that were not included in the Fred Ex Design-Build Contract, the Fred Ex TTMS Contract, the Base Case Financial Model Update (Fred Ex Final) or Base Case Financial Model Update (Fred Ex Final/Additional). Costs expressly contemplated in the Fred Ex Design-Build Contract and the Fred Ex TTMS Contract, Fred Ex Betterments (including oversight and/or management costs associated with any Fred Ex Betterment), Department Changes in respect of the Fred Ex Project, and Department Project Enhancements will not count as Fred Ex Pooled Contingency-Covered Costs unless otherwise agreed by the parties.

Fred Ex Pooled Contingency-Covered Cost(s) shall not include any costs relating to, arising from, or due to any event, occurrence, issue, dispute, condition, or matter of any nature, known or which reasonably could or should have been known by the Concessionaire and/or the Design-Build Contractor as of March 29, 2022, without limitation. This limitation does not apply to any requests to classify costs as Fred Ex Pooled Contingency Covered Cost(s) that were submitted prior to December 31, 2022.

- b. The defined term **Fred Ex Design-Build Cost** is hereby amended and restated as follows:

**Fred Ex Design-Build Cost** means \$400,594,988.00.

- c. The defined term **Fred Ex Guaranteed Final Completion Date** is hereby amended and restated as follows:

**Fred Ex Guaranteed Final Completion Date** means June 12, 2024.

- d. The defined term **Fred Ex Long Stop Date** is hereby amended and restated as follows:

**Fred Ex Long Stop Date** means June 12, 2025.

- e. The defined term **Fred Ex Guaranteed Route 17 GP Exit Ramp Completion Date** is hereby amended and restated as follows:

**Fred Ex Guaranteed Route 17 GP Exit Ramp Completion Date** means August 1, 2022.

- f. The new defined term **Fred Ex Main Line** is hereby defined as follows:

**Fred Ex Main Line** means the portion of the Fred Ex HOT Lanes comprised of two main line high occupancy toll lanes through the full length of the Fred Ex Project, including functional mainline tolling capability utilizing only the southernmost tolling facility of the Project, as set forth on Exhibit B-1-1.

- g. The new defined term **Fred Ex Main Line Service Commencement Date** is hereby defined as follows:

**Fred Ex Main Line Service Commencement Date** means the date on which Service Commencement for the Fred Ex Main Line is achieved, as indicated in the Fred Ex Main Line Service Commencement Notice to Proceed.

- h. The new defined term **Fred Ex Main Line Service Commencement Notice to Proceed** is hereby defined as follows:

**Fred Ex Main Line Service Commencement Notice to Proceed** is defined in Section 9.02(j).

- i. The new defined term **Fred Ex Main Line Work** is hereby defined as follows:

**Fred Ex Main Line Work** means the portion of (i) the Fred Ex Design-Build Work and (ii) the Fred Ex TTMS Work required for the issuance of the Fred Ex Main Line Service Commencement Notice to Proceed, as further described on Exhibit B-1-1.

2. Concessionaire Acknowledgment. The Concessionaire agrees and acknowledges and restates its commitment to a timely completion of the Fred Ex Project without any contribution by the Department or the use of public funds except as set forth in the Agreement.
3. Fred Ex Service Commencement.
- a. The Concessionaire shall achieve the Fred Ex Service Commencement Date on or before December 15, 2023, provided that failure to achieve the Fred Ex Service Commencement Date by December 15, 2023 will not result in a Fred Ex Concessionaire Breach under Section 19.09, and failure to achieve the Fred Ex Service Commencement Date by December 15, 2023 will not result in a Concessionaire Default under Section 19.01.
4. Final Permit Fee Buyout.
- a. Notwithstanding the provisions of Section 8.22(c)(ii), the Concessionaire shall pay the Final Permit Fee Buyout Payment to the Department in installment payments as follows:

<b>Installment Payment Due Date</b>	<b>Installment Payment Amount</b>
October 1, 2023	\$5,000,000.00
January 1, 2024	\$5,000,000.00
April 1, 2024	\$5,000,000.00
July 1, 2024	\$5,000,000.00
October 1, 2024	\$20,000,000.00
January 1, 2025	\$25,000,000.00
April 1, 2025	\$35,000,000.00
July 1, 2025	\$40,000,000.00
October 1, 2025	\$92,000,000.00
<i>Total</i>	<i>\$232,000,000.00</i>

Each installment of the Final Permit Fee Buyout Payment is due on or before the installment payment due date set forth above without regard to the actual Fred Ex Service Commencement Date, the status of the Fred Ex Project or any other factor impacting the Project or the Concessionaire.

- b. The Concessionaire's failure to timely pay two or more installment payments (whether consecutively or non-consecutively) of the Final Permit Fee Buyout Payment when due shall be a Fred Ex Concessionaire Breach Triggering Event.
  - c. If the Concessionaire fails to pay an installment payment of the Final Permit Fee Buyout Payment when due, interest shall accrue at the Bank Rate as set forth in Section 25.22 of the Agreement.
  - d. The Concessionaire may not use the Final Permit Fee Buyout Payment or any installment payment thereof, as a setoff or credit against any amounts the Concessionaire contends or believes is due or payable to it from the Department nor can the Final Permit Fee Buyout Payment or any installment thereof be used as a setoff or credit against any costs or damages claimed or incurred by the Concessionaire.
5. Deletion of Section 8.15(f). Section 8.15(f) of the Agreement is deleted in its entirety.
6. Modification of Section 19.09. Section 19.09 of the Agreement is modified as follows:
- a. Section 19.09(c) of the Agreement is hereby amended and restated as follows:

(c) the Concessionaire fails to pay to the Department when due two or more installment payments (whether consecutively or non-consecutively) of the Final Permit Fee Buyout Payment or any undisputed amount in excess of \$100,000, adjusted annually by the percentage increase in CPI, payable to the Department with respect to the Fred Ex Project pursuant to this Agreement or any other VDOT Project Agreement or to deposit funds to any reserve account in the amount and within the time period required by this Agreement, and such failure, including any failure to pay interest at the Bank Rate from the date due, continues without cure for a period of 90 Days following the date the Department delivers to the Concessionaire written notice thereof, except in cases in which the notice relates to a failure to pay an installment of the Final Permit Fee Buyout Payment, for which the cure period shall be 30 Days;
  - b. Section 19.09(d) of the Agreement is hereby amended and restated as follows:

(d) the Concessionaire fails to achieve Fred Ex Final Completion by the Fred Ex Long Stop Date.
7. Fred Ex Pooled Contingency; Modification of Section 8.22.
- a. Section 8.22(b)(i)(A) and (B) of the Agreement are hereby amended and restated as follows:

(A) \$26,250,000 plus any Fred Ex Pooled Contingency Deductive Credits made available by the Concessionaire ("Fred Ex Concessionaire Committed Contingency"); and

(B) \$0 made available by the Department (“Fred Ex Department Committed Contingency”).

- b. Section 8.22(b)(iv) of the Agreement is hereby amended and restated as follows:

Fred Ex Pooled Contingency Approval. The requesting party shall seek the approval (a “Fred Ex Pooled Contingency Approval”) of the non-requesting party (such approval not to be unreasonably delayed or withheld) to classify any cost as a Fred Ex Pooled Contingency-Covered Cost under the following circumstances:

(A) in the case of the Concessionaire as the requesting party:

- (1) if any proposed use exceeds \$500,000 (individually or in the aggregate invoiced on any work order); or
- (2) if more than \$14,000,000 of the Fred Ex Pooled Contingency Fund has been expended, then if any proposed use exceeds \$300,000 (individually or in the aggregate invoiced on any work order); and,

(B) in the case of the Department as the requesting party.

- c. Section 8.22(b)(v)(B) of the Agreement is hereby amended and restated as follows:

(B) The Department will have the right to dispute any proposed (or classified) Fred Ex Pooled Contingency-Covered Cost only if the proposed use exceeds \$500,000 (individually or in the aggregate invoiced on any work order).

- d. Section 8.22(b)(vii) of the Agreement is hereby amended and restated as follows:

Department Funding of Fred Ex Pooled Contingency; Netting. Upon the mutual agreement of the parties, any payments to be paid by the Department with respect to the Fred Ex Pooled Contingency Fund may be netted by the Concessionaire as a deduction from the Final Permit Fee Buyout Payment.

8. Addition of Section 13.04. Article 13 of the Agreement is hereby amended to add a new Section 13.04 as follows:

**Section 13.04 Waiver of Delay Event(s)**

Notwithstanding any provision or language to the contrary, the Concessionaire waives the right to request any adjustment to the Fred Ex Service Commencement Date, the Fred Ex Guaranteed Final Completion Date, and/or the Fred Ex Long Stop Date, and/or any relief for a Delay Event(s) for any and every event, occurrence, issue, dispute, condition, Geotechnical Conditions, Known Geotechnical Conditions, and matters of any nature, known or which reasonably could or should have been known by the Concessionaire and/or the Design-Build Contractor, for any time period through March 29, 2022.

With respect to the Fred Ex Main Line Service Commencement Date, the Concessionaire further waives the right to (i) request any adjustment to the Fred Ex Main Line Service Commencement Date and/or (ii) any relief for a Delay Event(s) for any and every event, occurrence, issue, dispute, condition, Geotechnical Conditions, Known Geotechnical Conditions, and matters of any nature, except for any Department-Caused Delay.

9. Addition of Section 14.01(g). Article 14 of the Agreement is hereby amended to add a new Section 14.01(g) as follows:

(g) Waiver of Compensation Event(s). Notwithstanding any provision or language to the contrary, the Concessionaire waives the right to make a Claim and/or to request any compensation, Concessionaire Damages, public funds, any financial relief, any draws from the Fred Ex Pooled Contingency Fund, and any Compensation Event(s), and any monetary or financial relief or value of any type for any and every event, occurrence, issue, dispute, condition, Geotechnical Conditions, Known Geotechnical Conditions, and matters of any nature, known or which reasonably could or should have been known by the Concessionaire and/or the Design-Build Contractor, for any time period through March 29, 2022. This waiver in Section 14.01(g) does not apply to any requests to classify costs as Fred Ex Pooled Contingency Covered Cost(s) that were submitted prior to December 31, 2022.

With respect to the Fred Ex Main Line Service Commencement Date, the Concessionaire further waives the right to make a Claim and/or to request any compensation, Concessionaire damages, public funds, any financial relief, any draws from the Fred Ex Pooled Contingency Fund, and any Compensation Event(s), and any monetary or financial relief or value of any type for any and every event, occurrence, issue, dispute, condition, Geotechnical Conditions, Known Geotechnical Conditions, and matters of any nature, except for any Department-Caused Delay.

10. Addition of Section 9.02(j). Article 9 of the Agreement is hereby amended to add a new Section 9.02(j) as follows:

(j) Notwithstanding the requirements of Section 9.02(g) regarding the Fred Ex Project, the Concessionaire may initiate Service Commencement solely with respect to the Fred Ex Main Line after the following conditions have been satisfied (or the Department, in its sole discretion, waives any such condition) and the Department has delivered notice to that effect to the Concessionaire (the "Fred Ex Main Line Service Commencement Notice to Proceed"):

(i) the Concessionaire determines that the Fred Ex Main Line Work, including construction, has been completed by the Fred Ex Design-Build Contractor and the TTMS Contractor, respectively, under and in accordance with the terms of the Fred Ex Design-Build Contract, the Fred Ex TTMS Contract and this Agreement, as applicable, and the Concessionaire has otherwise completed such Work in accordance with this Agreement, including the Technical Requirements, and with the Construction Documentation, such that the portion of the Project Assets

comprised of the Fred Ex Main Line are in a physical condition that they can be used for normal and safe vehicular travel in all lanes and at all points of entry and exit with respect to the Fred Ex Main Line and all non-conformances and deficiencies identified by the Department and required for Fred Ex Main Line Service Commencement have been resolved to the reasonable satisfaction of the Department;

(ii) the Department has approved the Operations and Maintenance Plan on or before the Fred Ex Main Line Service Commencement Date;

(iii) other than as set forth in clause (iv) below, the Concessionaire has received and delivered to the Department copies of all Governmental Approvals necessary to operate the Fred Ex Main Line and has satisfied all conditions and requirements thereof which must be satisfied before the Fred Ex Main Line can be lawfully opened for regular public use, all such Governmental Approvals remain in full force and effect, and there exists no uncured material violation of the terms and conditions of any such Governmental Approval;

(iv) the Department has received all Governmental Approvals from the CTB and FHWA necessary to operate the Fred Ex Main Line;

(v) all insurance policies required under Section 17.01 for the Operating Period have been obtained (or existing policies for the Original HOT Lanes have been amended to include the Fred Ex Main Line) and will be in full force and effect, and the Concessionaire has delivered to the Department duplicate originals or copies thereof (or endorsements reasonably acceptable to the Department extending coverage to the Fred Ex Main Line), certified by the Concessionaire's insurance broker to be true and correct copies of the originals;

(vi) there exists no Concessionaire Default or Fred Ex Concessionaire Breach for which the Concessionaire has received notice from the Department, except as to any Concessionaire Default or Fred Ex Concessionaire Breach that has been cured or for which Service Commencement will effect its cure, and there exists no event or condition that, with notice or lapse of time, would constitute a Concessionaire Default or a Fred Ex Concessionaire Breach;

(vii) all Operations and Maintenance Agreements and agreements relating to toll collection and violation enforcement, including the Electronic Toll Collection Agreement and the Violation Processing Services Agreement, have been obtained or amended to include the Fred Ex Main Line and are in full force and effect;

(viii) the Concessionaire has implemented the Maintenance Management System for the Fred Ex Main Line in accordance with the Technical Requirements, to the extent required;

(ix) the Concessionaire has completed the testing, commissioning, and integration of the ETTM System for the Fred Ex Main Line into the ETTM System for the Original HOT Lanes and the ETTM System is completed, has passed all demonstration and performance testing in accordance with the Construction Documentation and the Technical Requirements, including demonstration of interoperability with E-ZPass or any successor to E-ZPass then utilized on State Highways, and is ready for normal operation;

(x) [reserved];

(xi) all Project Agreements are in full force and effect;

(xii) the Concessionaire has paid, or has caused the Equity Sponsors to pay, to the Department all amounts due and payable from the Concessionaire to the Department in connection with this Agreement, including, but not limited to, Lane Closure Damages and any applicable interest thereon (except such amounts subject to dispute in accordance with the dispute resolution procedures);

(xiii) the Concessionaire has certified to the Department in writing that the conditions set forth in this subsection (j) have been satisfied as of the date of such certification;

(xiv) all lanes of traffic (including ramps, interchanges, overpasses, underpasses, and other crossings) that comprise the Fred Ex Main Line are open for normal and safe use and operation;

(xv) all safety features necessary for the safe use by the travelling public of the Fred Ex Main Line are installed and functional, including, as required, shoulders, guard rails, striping and delineations, concrete traffic barriers, bridge railings, cable safety systems, metal beam guard fences, safety end treatments, terminal anchor sections and crash attenuators, to the extent required;

(xvi) all required illumination for normal and safe use and operation of the Fred Ex Main Line is installed and functional in accordance with the Technical Requirements;

(xvii) all required signs and signals for normal and safe use and operation of the Fred Ex Main Line are installed and functional in accordance with the Technical Requirements;

(xviii) [reserved]; and

(xix) the TMS (if any) and safety features for TMS components applicable to the Fred Ex Main Line are installed and functional.

11. Fred Ex Main Line Changes, etc. The Agreement is hereby amended (a) to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the attached as Attachment A hereto.
12. Addition of Exhibit B-1-1. The Agreement is hereby amended to attach a new Exhibit B-1-1, attached to this Amendment as Attachment B.
13. Modification to Section 1.8.4 of Exhibit C-5. Between the Fred Ex Main Line Service Commencement Date and the Fred Ex Service Commencement Date, the Work restrictions noted in Section 1.8.4 of Exhibit C-5 are hereby modified to allow for the full closure of the Fred Ex Main Line on a nightly basis from 9:00 p.m. Eastern time until 5:00 a.m. Eastern time, except that the Fred Ex Main Line shall not be closed earlier than 11:00 p.m. Eastern time on Fridays. All other lane closures shall be in accordance with Section 1.8 of Exhibit C-5.
14. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties may sign this Amendment electronically and electronic transmission of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart.

15. Electronic Signatures. Signatures of the Parties transmitted by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) or any electronic signature believed by the Parties to comply with the E-SIGN Act of 2000, the Uniform Electronic Transactions Act (Va. Code § 59.1-479 *et seq.*), or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Parties) shall be deemed their original signatures for all purposes. Notwithstanding the foregoing, a Party may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to it in lieu of, or in addition to, any such electronic transmission.
16. Governing Law. This Amendment shall be governed by and construed in accordance with the Laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Commonwealth of Virginia.
17. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Amendment shall be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Amendment.
18. Cooperation. The Parties agree, at their sole cost and expense, to cooperate with the other Party in good faith, as needed, in performing the duties and activities set forth in this Amendment.
19. Confirmation. The Agreement as amended by this Amendment is referred to collectively as the "Agreement." Except as may be amended and supplemented by this Amendment, the Agreement and this Amendment shall be read, taken and construed as one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have executed this Amendment as of the date first written above.

**COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF TRANSPORTATION**

By: Stephen C. Brich  
Name: Stephen C. Brich  
Title: Commissioner

**95 EXPRESS LANES LLC,**  
a Delaware limited liability company

By:   
Name: Michael Discenza  
Title: Authorized Representative

Attachment A

[Attached]

## LIST OF EXHIBITS:

Exhibit A	Definitions
Exhibit B	Scope of Work and Schedules and Early Work
	B-1 Project Description and Scope Documentation
	<a href="#">B-1-1 Fred Ex Main Line</a>
	B-2 Initial Baseline Schedule
	B-3 Initial 395 Baseline Schedule
	B-3A Initial Fred Ex Baseline Schedule
	B-3B Initial Opitz Boulevard Ramp Baseline Schedule
	B-3C Initial Seminary Road Ramp Baseline Schedule
	B-4 Scope of Early Work
	B-5 Scope of 395 Early Work
	B-6 Scope of Fred Ex Early Work
Exhibit C	Technical Requirements
	C-1 95 Technical Requirements
	C-2 STE Technical Requirements
	C-3 395 Technical Requirements
	C-4 I-95/395 O&M Technical Requirements
	C-5 Fred Ex Technical Requirements
	C-6 Opitz Boulevard Ramp Technical Requirements
	C-7 Seminary Road Ramp Technical Requirements
Exhibit D	Form of Fourth Amended and Restated Escrow Agreement
Exhibit E	Form of Design-Build Contract
Exhibit F	Form of Design-Build Work Guarantee
Exhibit G	USDOT Reporting Requirements for TIFIA
Exhibit H	TIFIA Requirements
Exhibit I	Form of O&M Agreement
Exhibit J-1	Permit Fee
Exhibit J-2	Gross Toll Share Payments
Exhibit K	Form of Electronic Toll Collection Agreement
Exhibit L	Form of Violation Processing Services Agreement
Exhibit M	Toll MOU
Exhibit N	Public Funds Amount Payment Terms
Exhibit O	List of Initial Project Financing Agreements, 395 Project Financing Agreements, Fred Ex Project Financing Agreements, 2022 Project Financing Agreements, Opitz Boulevard Ramp Project Equity Contribution Agreement and Financing Assignments
Exhibit P	Annual Transit Investment
Exhibit Q-1	Forms of Payment and Performance Bonds
Exhibit Q-2	Forms of Fred Ex Payment and Performance Bonds
Exhibit Q-3	Forms of Opitz Boulevard Ramp Payment and Performance Bonds
Exhibit R-1	Amended and Restated Direct Agreement
Exhibit R-2	395 Direct Agreement
Exhibit R-3	Fred Ex Direct Agreement
Exhibit R-4	Direct Agreement (Second ARCA)

would void any such policy or limit the coverage of any such policy in a way that materially and adversely affects the Department.

(c) The Concessionaire will provide appropriate oversight, management, and reporting of all phases of the Project and its Contractors such that the Project is delivered, operated, and maintained in accordance with this Agreement.

(d) The Concessionaire may retain Contractors to perform certain of its responsibilities pursuant to this Agreement, subject to the terms and conditions of this Agreement. Performance of any of the Work by a Contractor will satisfy the obligation of the Concessionaire to perform such Work; *provided* that any such Work performed will be binding on the Concessionaire and the foregoing shall not relieve the obligation of the Concessionaire to manage such Contractor. Except with regard to Limited Notices to Proceed, the 395 LNTP, the Fred Ex LNTP, notices relating to Substantial Completion pursuant to Section 8.08(e), notices relating to Final Acceptance pursuant to Section 8.09(b), notices relating to 395 Final Completion and 395 Early Final Completion pursuant to Section 8.18, notices relating to Fred Ex Final Completion pursuant to Section 8.21, notices relating to Opitz Boulevard Ramp Final Completion pursuant to Section 8.23, notices relating to Seminary Road Ramp Final Completion pursuant to Section 8.24, and notices relating to Service Commencement pursuant to Section 9.02(a), (f), (g), (h), ~~and (i)~~, and (j) the making of any submittals or the giving of any notices to the Department by the Design-Build Contractor (with respect to the Design-Build Work), the TTMS Contractor (with respect to the TTMS Work) or the O&M Contractor (with respect to the O&M Work) will satisfy the obligation of the Concessionaire to make such submittal or give such notice; *provided* that any such submittal made or notice given by the Design-Build Contractor (with respect to the Design-Build Work), the TTMS Contractor (with respect to the TTMS Work) or the O&M Contractor (with respect to the O&M Work) will be binding on the Concessionaire and the foregoing shall not relieve the obligation of the Concessionaire to manage the Design-Build Contractor (with respect to the Design-Build Work), the TTMS Contractor (with respect to the TTMS Work) or the O&M Contractor (with respect to the O&M Work). In any such event, the Concessionaire will remain fully and primarily responsible for the performance of the Work, the making of submittals, or the giving of any notices by any Contractors.

(e) The Department will be entitled to exercise such oversight of the activities of the Concessionaire and its Contractors in accordance with this Agreement, but will also be entitled to rely upon the Concessionaire to directly manage, oversee, and resolve disputes involving its Contractors, without the involvement of the Department (except as otherwise provided in this Agreement).

(f) The Department will use reasonable efforts in performing its rights and duties under this Agreement to minimize any disruption to or impairment of the performance of the Concessionaire's rights and obligations under this Agreement; *provided*, that nothing in this Section 3.01(f) will limit the Department's rights and obligations under this Agreement.

the Department during the Construction Period in connection with any increased monitoring will not exceed \$2,000,000 in the aggregate.

(c) If the Department increases its monitoring or oversight as permitted in this Agreement during the Operating Period, then the Department will give notice of such increased level of monitoring as provided in Section 10.04(b). Within 10 Days following the day on which increased monitoring activities begin, the Department will provide the Concessionaire with a budget for its increased oversight and/or monitoring activities which sets out its total proposed costs in reasonable detail. If there is a change in circumstances in the oversight activities or the events which precipitated them occurs following the submission of the Department's initial budget, then the Department will provide a revised budget, which budget will detail any increased costs.

(d) The Concessionaire may submit a cure plan describing specific actions the Concessionaire will undertake to improve its performance and avoid the need for increased monitoring, which the Department may accept or reject. Notwithstanding Section 10.04(c), if the Department accepts a cure plan, the Department shall not increase its monitoring or other Oversight Services unless the Concessionaire fails to diligently pursue such cure plan.

### **Section 10.05 Department Approvals**

(a) This Section 10.05 sets forth procedures governing certain submittals or requests by the Concessionaire (or the Design-Build Contractor, the TTMS Contractor, or the O&M Contractor) to the Department (including, but not limited to, plans, schedules, designs, Design Documentation and Construction Documentation) which require an approval, review, comment, consent, notification, determination, decision or other response (collectively, a "Response") from the Department pursuant to this Agreement. All submittals or requests to the Department will be made in the form required by, and otherwise in conformity with, the requirements set forth in the Technical Requirements. Except as otherwise provided in this Agreement, the procedures set forth in this Section 10.05 will apply to any submittal or request by the Concessionaire relating to, or any required approval or disapproval by the Department of, the following: any proposed OSPS Improvement Plan pursuant to Section 5.08(b); the issuance of a Design Work Notice to Proceed pursuant to Section 8.03(a) or a Construction Notice to Proceed pursuant to Section 8.03(b); any submittal of Design Documentation and Construction Documentation relating to the Work pursuant to Section 8.04(a); the approval of the ROW Acquisition and Relocation Plan pursuant to Section 8.05(a); the determination of whether Substantial Completion has been achieved pursuant to Section 8.08(e); the determination of whether Final Acceptance has been achieved pursuant to Section 8.09(c); the determination of whether 395 Final Completion has been achieved pursuant to Section 8.18(e); the determination of whether Fred Ex Final Completion has been achieved pursuant to Section 8.21; the determination of whether Opitz Boulevard Ramp Final Completion has been achieved pursuant to Section 8.23; the determination of whether Seminary Road Ramp Final Completion has been achieved pursuant to Section 8.24; the determination of whether the conditions precedent for achieving the applicable Service Commencement have been achieved pursuant to Section 9.02(b), (f), (g), (h), and (i), and (j); any Signage Plan pursuant to Section 9.09(a); data, reports and any proposed Remedial Action Plan pursuant to Section 16.01(b); insurance submittals pursuant to Section 17.02(e); and

(A) Closures for performance of properly scheduled maintenance as provided in the Technical Requirements;

(B) A closure due to an Emergency that is not the result of the gross negligence, willful misconduct, or breach of applicable Law or contract by the Concessionaire or any Concessionaire Party;

(C) A closure due to accident or incident investigation;

(D) A closure specified, caused or ordered by, and continuing only for so long as required by, the Department or any Governmental Entity, except to the extent such closure is the result of the gross negligence, willful misconduct, or breach of applicable Law or contract by the Concessionaire or any Concessionaire Party;

(E) A closure as a result of a Force Majeure Event;

(F) A necessary closure pursuant to the facilitation of the Concessionaire's snow and ice removal services in accordance with the Agreement;

(G) Closures necessary for Concessionaire or Department Enhancement Projects; ~~and~~

(H) Any closure authorized by the Agreement; ~~and~~ and

(I) Any closure of the Fred Ex Main Line, nightly or otherwise, after the Fred Ex Main Line Service Commencement Date and before the Fred Ex Service Commencement Date, to complete surface asphalt and final striping of the Fred Ex Main Line as allowed under Exhibit B-1-1.

**Permitted Encumbrance** means, with respect to the Project:

(a) the rights and interests of the Concessionaire under the Agreement;

(b) any Lien that is being contested by the Department (but only for so long as such contestation effectively postpones enforcement of any such Lien);

(c) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other similar Liens arising in the ordinary course of business of the Project or the Department's performance of its obligations hereunder, and either (A) not delinquent or (B) which are being contested by the Department (but only for so long as such contestation effectively postpones enforcement of any such Lien);

(d) any recorded or unrecorded easement, right, claim, license, privilege, covenant, condition, right-of-way or servitude, or other similar reservation, right, limitation or restriction, relating to, affecting or encumbering the Project or the development, use or operation of the Project (including, but not limited to, easements and rights-of-way for utilities and utility facilities), or any defect or irregularity in the title to the Project, including, but not limited to those discoverable by a physical inspection or survey of the Project, that does not materially

**Service Commencement** means the opening of the Project for normal and continuous operations and use by the traveling public, after occurrence of all the events and satisfaction of all the conditions therefore set forth in Section 9.01(a).

**Service Commencement Date** means (a) with respect to the Original Project, December 28, 2014, (b) with respect to the southbound portion of the STE, the Southbound Opening Date, (c) with respect to the northbound portion of the STE, the STE Final Acceptance Date, (d) with respect to the 395 HOT Lanes, the 395 Service Commencement Date, (e) with respect to the Fred Ex HOT Lanes, the Fred Ex Service Commencement Date, (f) with respect to the Opitz Boulevard Ramp HOT Lanes, the Opitz Boulevard Ramp Service Commencement Date, ~~and~~ (g) with respect to the Seminary Road Ramp HOT Lanes, the Seminary Road Ramp Service Commencement Date, and (h) with respect to the Fred Ex Main Line, the Fred Ex Main Line Service Commencement Date.

**Service Commencement Notice to Proceed** has the meaning ascribed thereto in Section 9.02(a).

**Shared Facilities Agreement** means the Shared Facilities Agreement dated as of July 31, 2012 between the Concessionaire and CBE as it may be updated from time to time.

**Shareholder Loan** means any Subordinate Debt made by any Equity Members to the Concessionaire.

**Signage Plan** is defined as the Construction Documentation associated with the signage elements of the Project.

**Significant Force Majeure Event** means one or more Force Majeure Events occurring after the Financial Close Date (a) that (i) has the effect of causing physical damage or destruction to the Project Assets or surrounding infrastructure within the Project Right of Way, and (ii) results in the Project Assets being substantially unavailable for public use or the suspension or substantial reduction of toll collections for a period in excess of (1) 180 consecutive Days; or (2) a period otherwise agreed to by the parties; or (b) which halts the performance of the Work by the Design-Build Contractor during the Construction Period for a period in excess of 180 consecutive Days; *provided* that such Force Majeure Event will not become a Significant Force Majeure Event by reason of the Concessionaire or the Design-Build Contractor's failure to mitigate or cure the result of such Force Majeure Event through the exercise of reasonably diligent efforts.

**Significant Force Majeure Termination Amount** means the aggregate of (a) the Concessionaire Debt, (b) all amounts at par paid by the Equity Members in the form of capital contributions or Shareholder Loans up until the termination date, less any amounts actually received by the Equity Members from the Concessionaire as Distributions or payment of principal and interest for such Shareholder Loans (the difference being not less than zero), and (c) all Demobilization Costs, (d) less Credit Balances and (e) less proceeds of insurance that is required to be carried pursuant to Section 17.01.

**Significant Force Majeure Termination Notice** is defined in Section 20.03.

Attachment B

[Attached]

## **Exhibit B-1-1**

This Exhibit B-1-1 sets forth the Fred Ex Main Line Work.

The Fred Ex Main Line Work is the completion of the Project elements required to open the Fred Ex Main Line through the full length of the Fred Ex Project for safe use by the traveling public, including functional mainline tolling capability utilizing only the southernmost tolling facility of the Project, pavement, striping which conforms to the layout of the permanent striping plan, signage in accordance with approved unveiling plan to support the safe use of the lanes by the traveling public, and each of the Project elements listed below. Concessionaire plans to place surface asphalt and final striping prior to the Fred Ex Main Line Service Commencement Date.

However, in the event that the Fred Ex Main Line Work is complete (other than surface asphalt and final striping), so long as all other conditions for delivering the Fred Ex Main Line Service Commencement Notice to Proceed are met, the parties agree that the Fred Ex Main Line Service Commencement Notice to Proceed will be issued by the Department, and in such case, the Concessionaire shall complete the surface asphalt and final striping, at its option, either (i) prior to opening the Fred Ex Main Line to traffic, in an expeditious manner otherwise permitted by the Agreement or (ii) after opening the Fred Ex Main Line to traffic, solely under nightly closures.

The following Project elements are required for Fred Ex Main Line Work:

- Two main line Express Lanes between approximate stations 119+00 and 700+00
- Ramp WHS
- Ramp HPN (NB slip ramp)
- SB Slip Ramp (between approximate stations 109+00 and 119+00)
- Bridge over Potomac Creek
- Realignment of 95 SB Lanes at American Legion Road overpass
- Toll Location 1S-3 to include all turnover criteria noted in the "Minimum Requirements for Toll Site Turnover Checklist" (DB Contract, Part 4, Exhibit 3.7.1, Appendix B) (Concessionaire shall have the option of either permanent H-135 power or temporary power to enable devices that would otherwise be powered from H-135.)
- All remaining IRU/HUB locations inclusive of:
  - Utility power
  - Trunk/distribution and redundant link fiber optic cable installed, terminated, and tested
  - Layer 3 backbone Switches installed and tested
  - Generator power installed and tested
- ITS elements to support safe and efficient operation of the reversible roadway inclusive of:
  - Gates (13) at Ramp HPN
  - Utility power for gates at Ramp HPN
  - Generator power installed and tested for gates at Ramp HPN
  - Advanced, Advisory and Confirmation DMS for Ramp HPN

- CCTV for message verification at each DMS at Ramp HPN
- Advisory DMS in Express Lanes
- CCTV installed at intervals of no greater than one mile
- All devices of the NBRRC Project complete
- Vehicle Detection including
  - Microwave Vehicle Detectors (MVD) at active Gore areas, ramps, and potential high incident locations
  - AID Cameras at the Gates for Ramp HPN and at the active gore areas of all ramps included in the Fred Ex Main Line Work.

For the avoidance of doubt, the following Project elements are not required for Fred Ex Main Line Work:

- Ramp HWN
- Ramp RHN
- Ramp HRS
- Ramp CHR
- Toll Locations 1S-1 and 1S-2
- American Legion Road Bridge
- Noise Walls
- SWM Ponds and permanent SWM devices (these may not be in their final configuration at time of Early Main Line Accepted for Opening)
- Waste Areas (on-site disposal of unsuitable material)
- NB/SB GP Lanes with the exception of the Southbound realignment under American Legion Bridge
- Removal of Temporary E&SC controls
- Punch List, unless an unresolved Punch List item impacts the safe operation of the Fred Ex Main Line
- As-built Drawings

Refer to Attachment 1 to this Exhibit for a graphic representation of the above elements required for Fred Ex Main Line Work.

# 95 Express Lanes Fredericksburg Extension

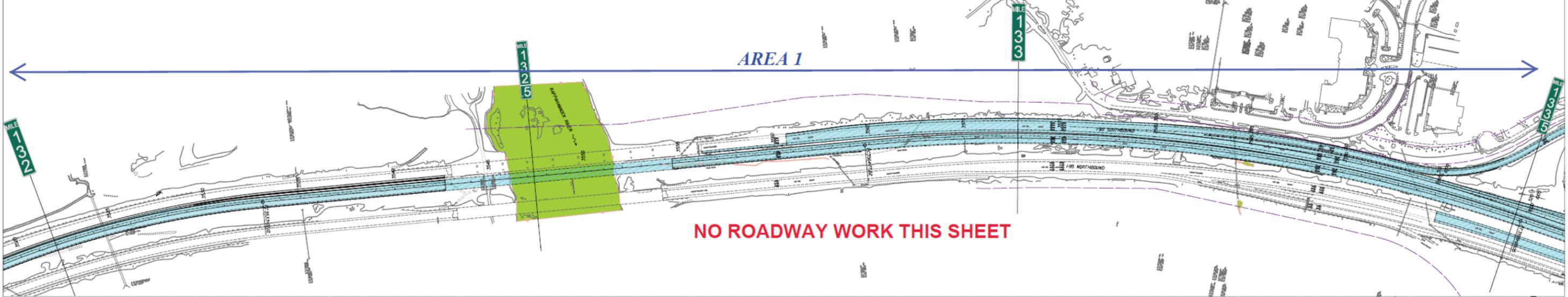
## ATTACHMENT 1 TO EXHIBIT

These Plans are Unfinished and Unapproved and are not to be used for any type of construction or the Acquisition of Right of Way.



Scroll 1 of 11

LEGEND	
PROPOSED EXPRESS LANES & RAMP	EXISTING WETLANDS
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING NOISE BARRIER WALL OR OTHERS
PROPOSED PAVED SHOULDER	PROPOSED NOISE BARRIER WALL
PROPOSED BRIDGE	EXISTING RIGHT OF WAY APPROX./PROPERTY LINES (APPROX.)
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT OF WAY APPROX.
PROPOSED DEMOLITION OF EXISTING PAVEMENT	COMPLETED BORING LOCATION
PROPOSED PAVEMENT RESURFACING	EXISTING UTILITIES
PROPOSED RETAINING WALL	



# 95 Express Lanes Fredericksburg Extension

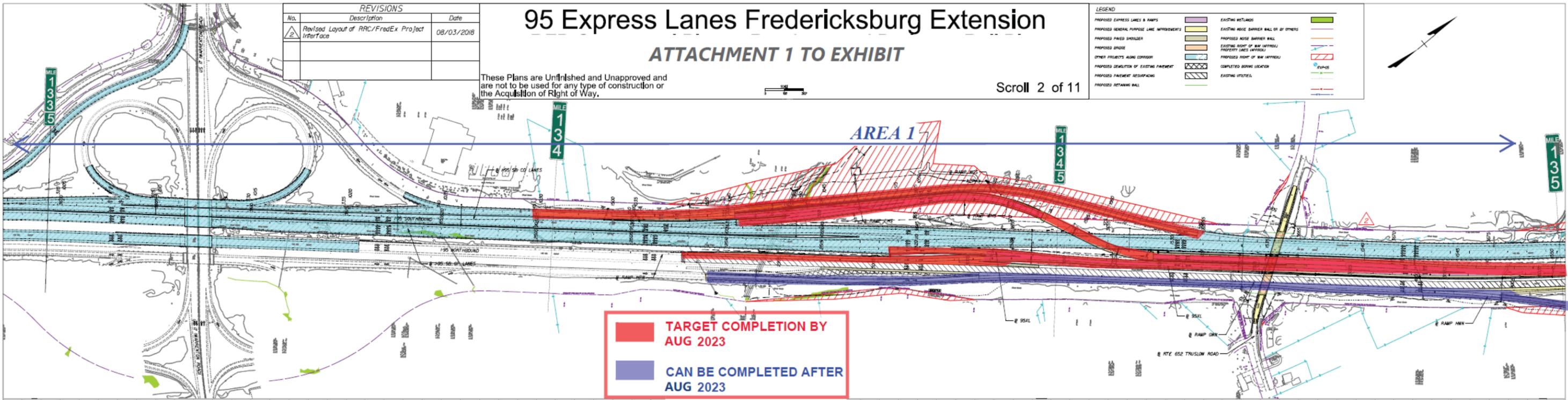
## ATTACHMENT 1 TO EXHIBIT

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REVISIONS		
No.	Description	Date
2	Revised Layout of RRC/FredEx Project Interface	08/03/2018

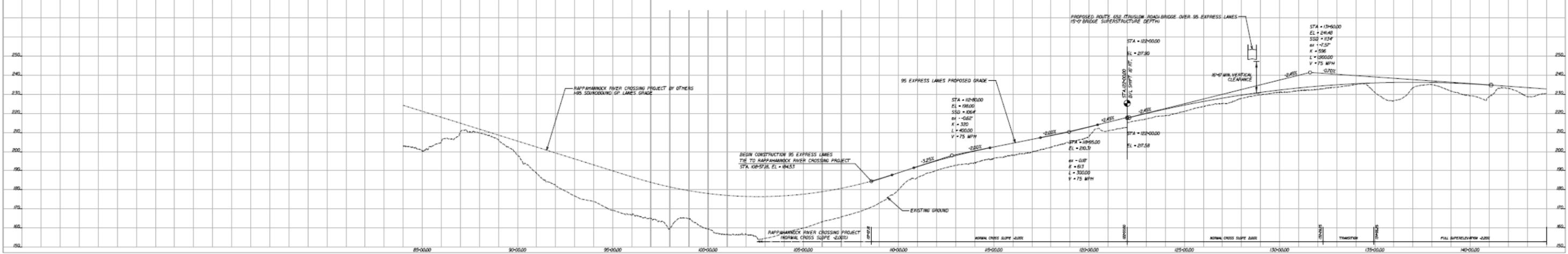
These Plans are Unfinished and Unapproved and are not to be used for any type of construction or the Acquisition of Right of Way.

LEGEND	
PROPOSED EXPRESS LANES & RAMP	EXISTING RETAINING WALL
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING ROADS BARRIER WALL OR BY OTHERS
PROPOSED PAVED SHOULDER	PROPOSED ROADS BARRIER WALL
PROPOSED BRIDGE	EXISTING RIGHT OF WAY APPROXIMATE PROPERTY LINES (APPROX)
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT OF WAY APPROXIMATE
PROPOSED DEMOLITION OF EXISTING PAVEMENT	COMPLETED BRIDGE LOCATION
PROPOSED PAVEMENT RESURFACING	EXISTING UTILITIES
PROPOSED RETAINING WALL	



**TARGET COMPLETION BY AUG 2023**

**CAN BE COMPLETED AFTER AUG 2023**



REVISIONS		
No.	Description	Date
2	Revised Layout of RRC/FredEx Project Interlock	08/03/2018
3	Added Label for Sound Barrier Wall UU	08/30/2018

LEGEND	
PROPOSED EXPRESS LANES & RAMP	EXISTING RETAINMENT
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING NOISE BARRIER WALL OR BY OTHERS
PROPOSED PAVED SHOULDER	PROPOSED NOISE BARRIER WALL
PROPOSED BRIDGE	EXISTING POINT OF SALE (APPROX.)
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT OF WAY IMPROVEMENT
PROPOSED RECONSTRUCTION OF EXISTING PAVEMENT	COMPLETED BRIDGE LOCATION
PROPOSED PAVEMENT REPAIRS	EXISTING UTILITIES
PROPOSED RETAINMENT WALL	EXISTING UTILITIES

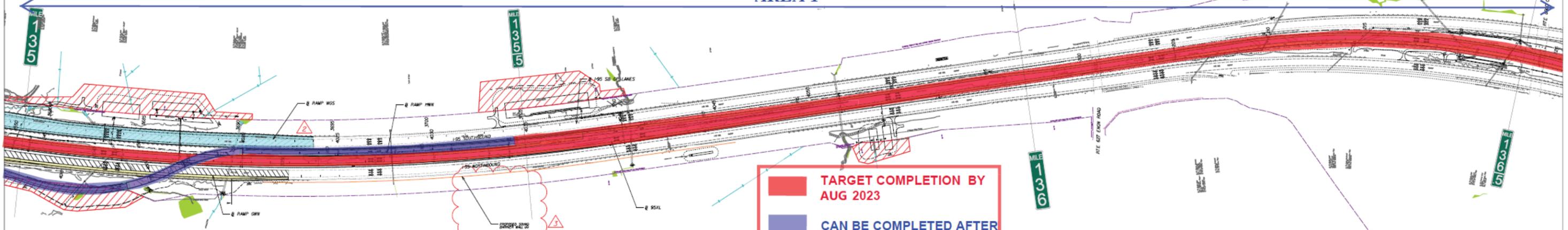
# 95 Express Lanes Fredericksburg Extension

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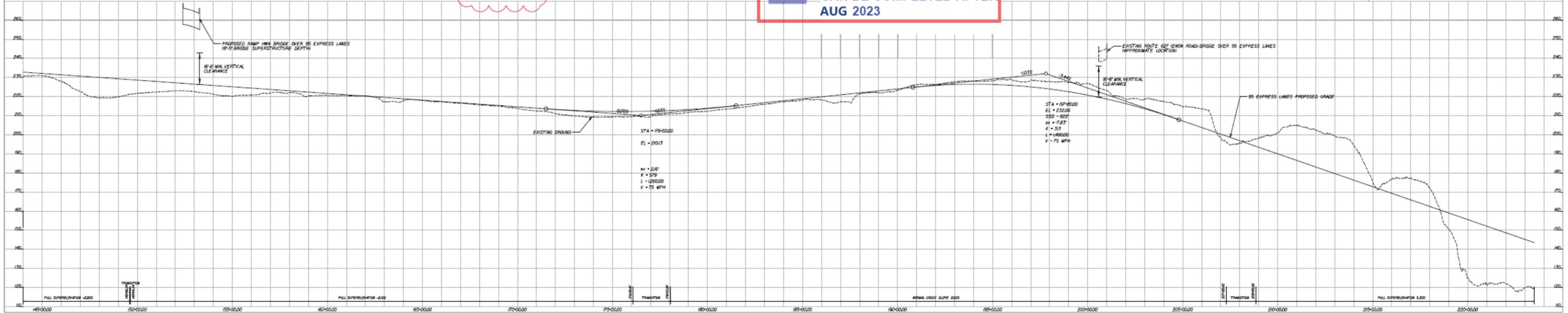
Scroll 3 of 11

AREA 1



**TARGET COMPLETION BY AUG 2023**

**CAN BE COMPLETED AFTER AUG 2023**



# 95 Express Lanes Fredericksburg Extension

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LEGEND	
PROPOSED EXPRESS LANES & RAMP	EXISTING WETLANDS
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING NOISE BARRIER WALL OR BY OTHERS
PROPOSED PAVED SHOULDER	PROPOSED NOISE BARRIER WALL
PROPOSED BRIDGE	EXISTING RIGHT OF WAY APPROXIMATE PROPERTY LINES (APPROX)
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT OF WAY APPROXIMATE PROPERTY LINES (APPROX)
PROPOSED DEMOLITION OF EXISTING PAVEMENT	COMPLETED BRIDGE LOCATION
PROPOSED PAVEMENT REPAIRS	EXISTING UTILITIES
PROPOSED RETAINING WALL	

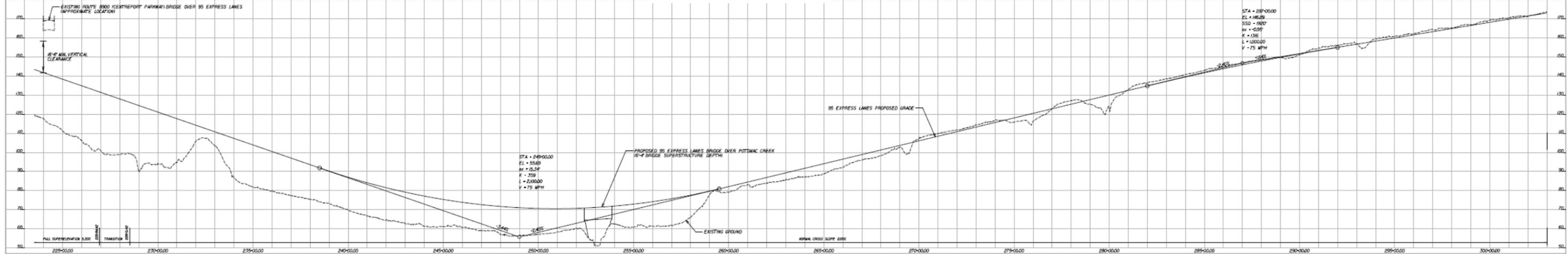


AREA 1

AREA 2

**TARGET COMPLETION BY AUG 2023**

**CAN BE COMPLETED AFTER AUG 2023**



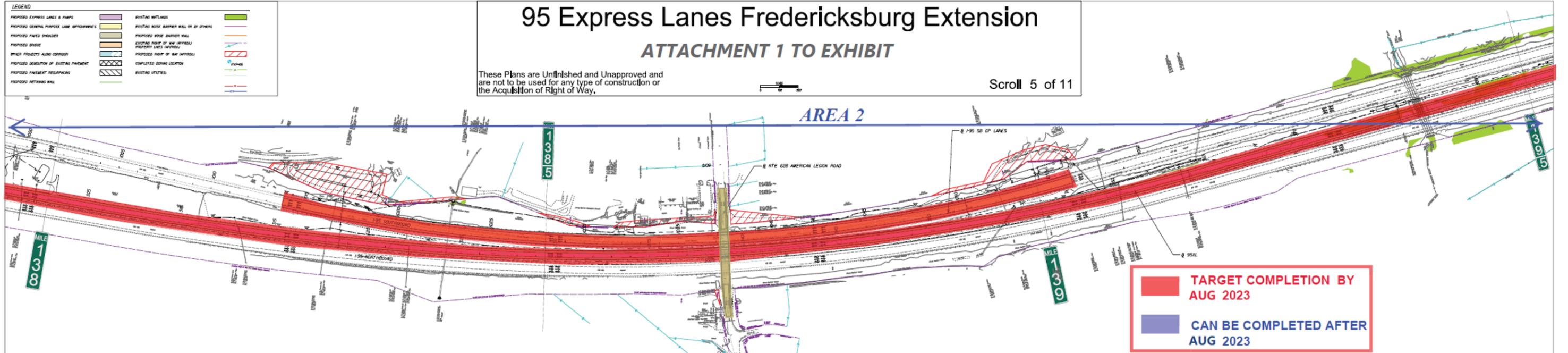
# 95 Express Lanes Fredericksburg Extension

## ATTACHMENT 1 TO EXHIBIT

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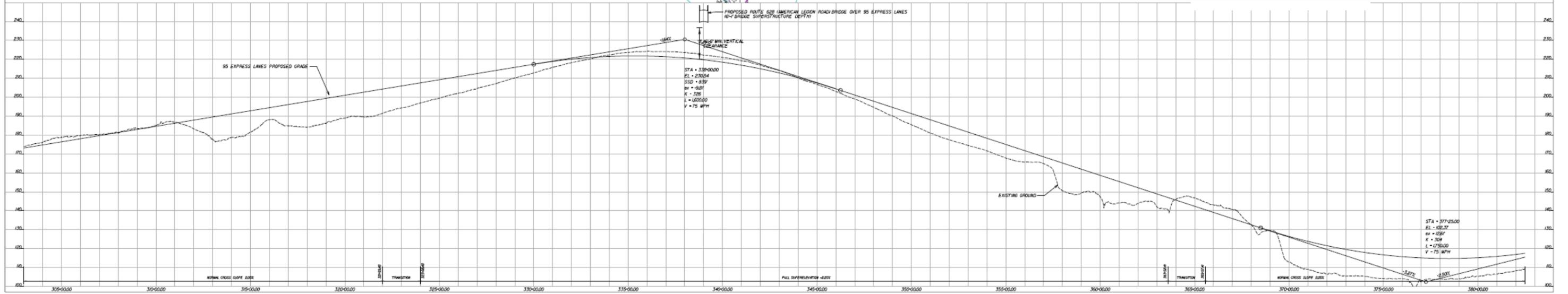
Scroll 5 of 11

LEGEND		
PROPOSED EXPRESS LANES & RAMP	EXISTING METLAGS	EXISTING UTILITIES
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING ROSE BARRIER WALL OR BY OTHERS	PROPOSED
PROPOSED PAVED SHOULDER	PROPOSED ROSE BARRIER WALL	PROPOSED
PROPOSED BRIDGE	EXISTING RIGHT OF WAY APPROX.	PROPOSED
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT OF WAY APPROX.	PROPOSED
PROPOSED DEGRADATION OF EXISTING PAVEMENT	COMPLETED BORING LOCATION	PROPOSED
PROPOSED PAVEMENT RESURFACING	EXISTING UTILITIES	PROPOSED
PROPOSED RETAINING WALL		



**TARGET COMPLETION BY AUG 2023**

**CAN BE COMPLETED AFTER AUG 2023**



REVISIONS		
No.	Description	Date
1	Updated Existing Right of Way and Limited Access Lines Impacted by Courthouse Road DDI Project	04/27/2018

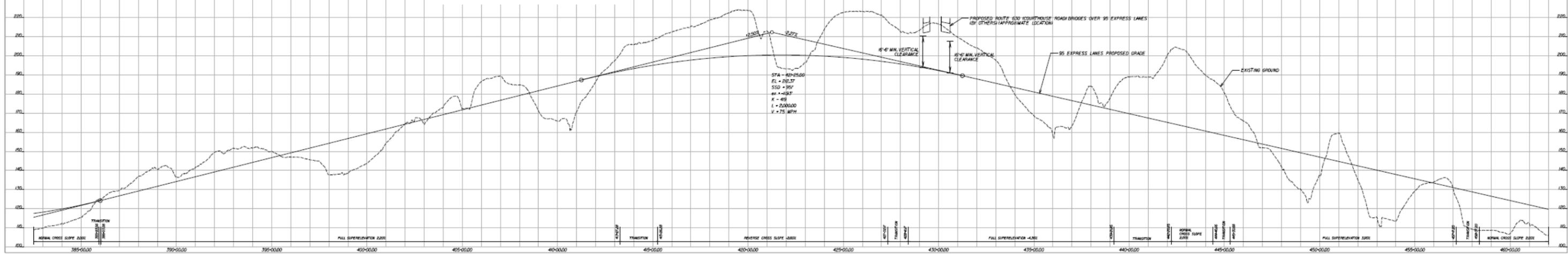
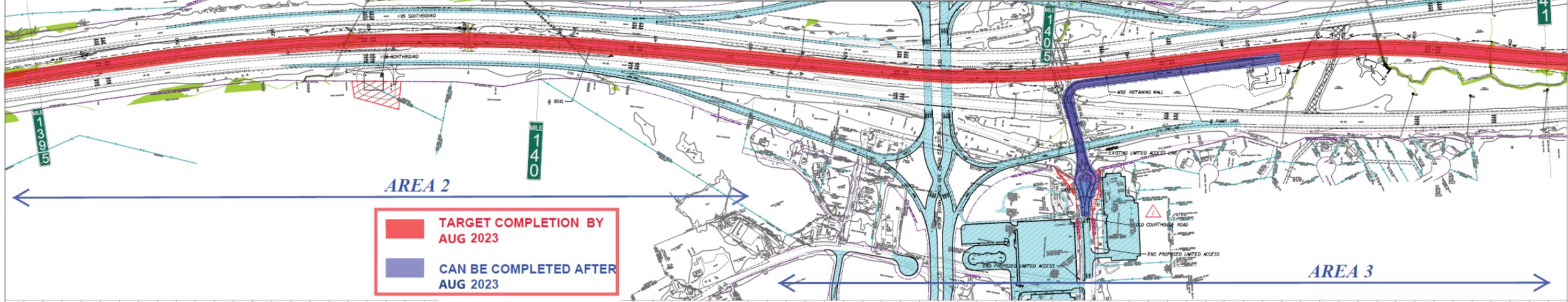
# 95 Express Lanes Fredericksburg Extension

## ATTACHMENT 1 TO EXHIBIT

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LEGEND	
PROPOSED EXPRESS LANES & RAMPS	EXISTING RIGHT-OF-WAY
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING NOISE BARRIER WALL OR OTHERS
PROPOSED PAVED SHOULDER	PROPOSED NOISE BARRIER WALL
PROPOSED GRADE	EXISTING RIGHT-OF-WAY APPROX. PROPERTY LINES (APPROX.)
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT-OF-WAY APPROX.
PROPOSED DIMENSION OF EXISTING PAVEMENT	COMPLETED BORING LOCATION
PROPOSED PAVEMENT RESURFACING	EXISTING UTILITIES
PROPOSED RETAINING WALL	



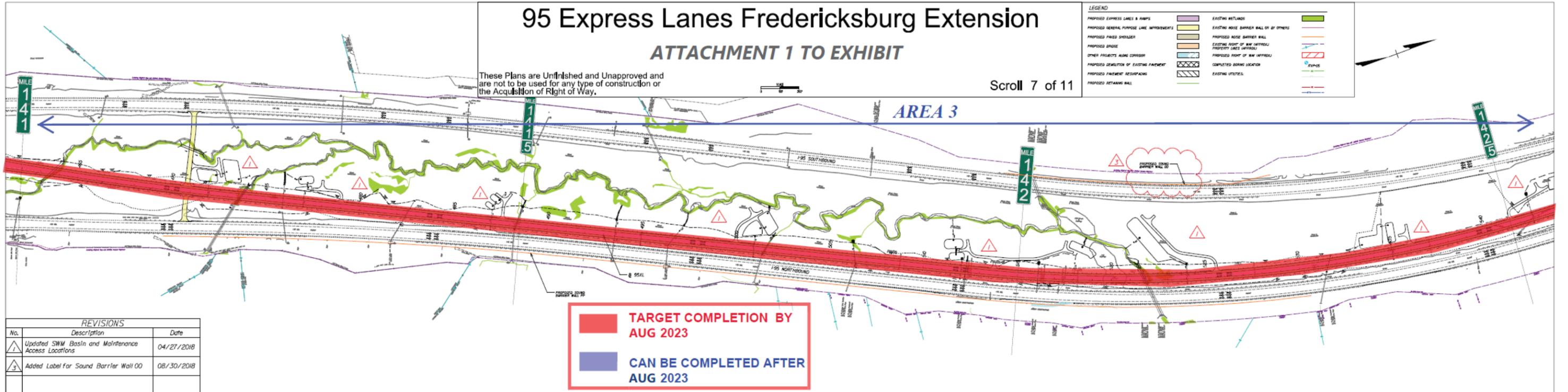
# 95 Express Lanes Fredericksburg Extension

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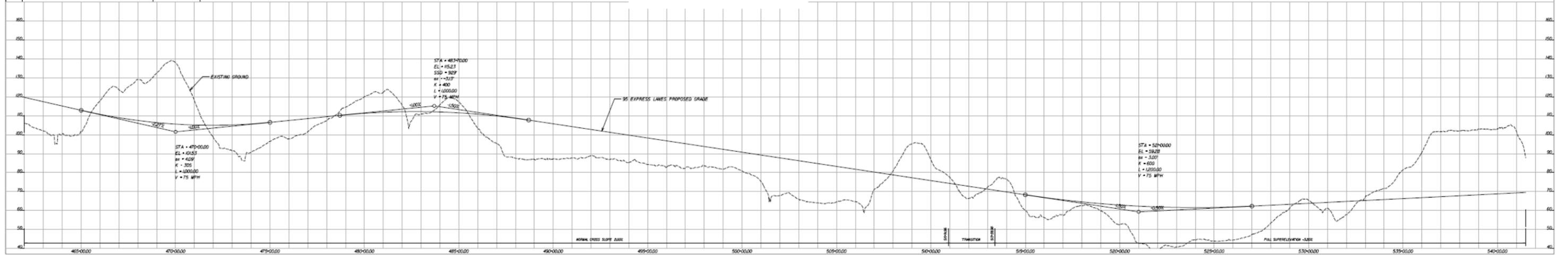
LEGEND	
PROPOSED EXPRESS LANES & RAMP	EXISTING WETLANDS
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING NOISE BARRIER WALL OR BY OTHERS
PROPOSED PAVED SHOULDER	PROPOSED NOISE BARRIER WALL
PROPOSED GRADE	EXISTING RIGHT OF WAY APPROX.
OTHER PROJECTS ALONG CORRIDOR	PROPERTY LINES APPROX.
PROPOSED DEMOLITION OF EXISTING FACILITY	PROPOSED RIGHT OF WAY APPROX.
PROPOSED PAVEMENT RESURFACING	COMPLETED WORK LOCATION
PROPOSED RETAINING WALL	EXISTING UTILITIES



**TARGET COMPLETION BY AUG 2023**

**CAN BE COMPLETED AFTER AUG 2023**

REVISIONS		
No.	Description	Date
1	Updated SWM Basin and Maintenance Access Locations	04/27/2018
2	Added Label for Sound Barrier Wall 00	08/30/2018



REVISIONS		
No.	Description	Date
1	Updated SWM Basin and Maintenance Access Locations	04/27/2018

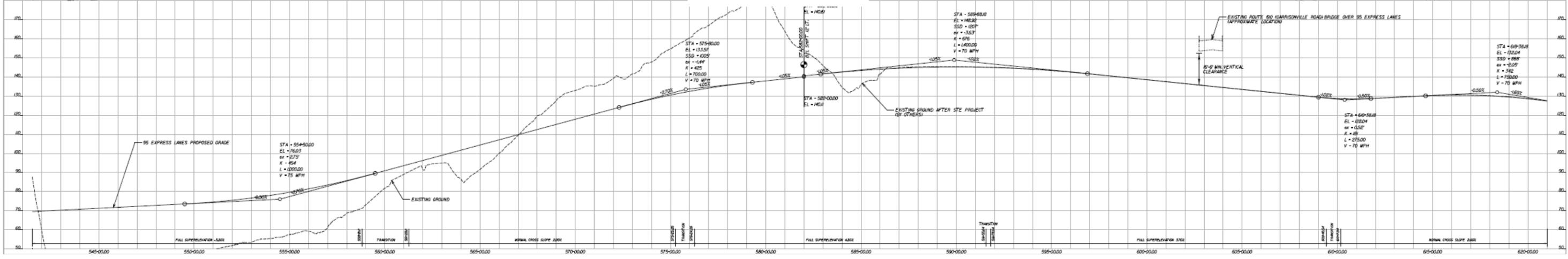
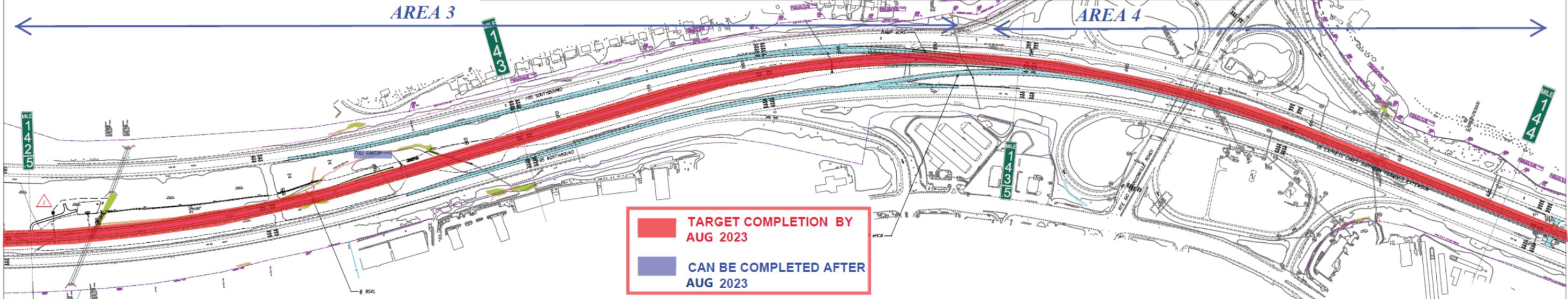
# 95 Express Lanes Fredericksburg Extension

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LEGEND		
PROPOSED EXPRESS LANES & RAMP	EXISTING WETLANDS	EXISTING UTILITIES
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING NOISE BARRIER WALL OR BY OTHERS	PROPOSED NOISE BARRIER WALL
PROPOSED PAVED SHOULDER	PROPOSED RIGHT OF WAY APPROXIMATE PROPERTY LINES (APPROX)	PROPOSED RIGHT OF WAY APPROXIMATE
PROPOSED BRIDGE	PROPOSED RIGHT OF WAY APPROXIMATE	COMPLETED BRIDGE LOCATION
OTHER PROJECTS ALONG CORRIDOR	PROPOSED DEMOLITION OF EXISTING PAVEMENT	EXISTING UTILITIES
PROPOSED RETAINING WALL	PROPOSED PAVEMENT RECONSTRUCTION	



# 95 Express Lanes Fredericksburg Extension

## ATTACHMENT 1 TO EXHIBIT

**TARGET COMPLETION BY  
AUG 2023**

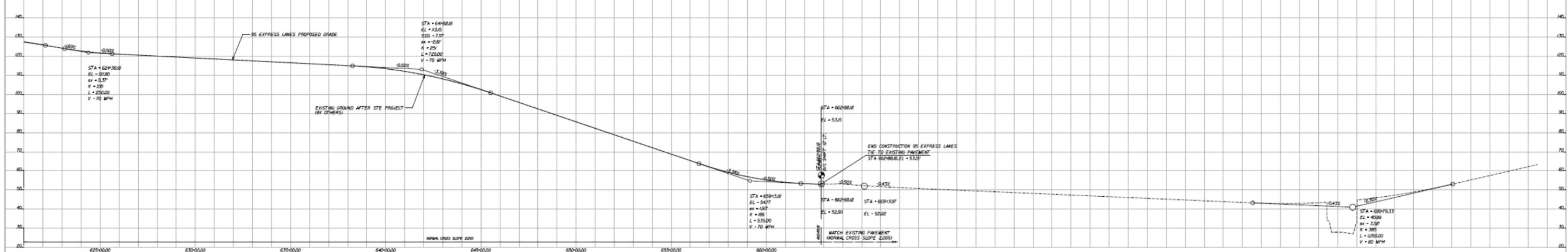
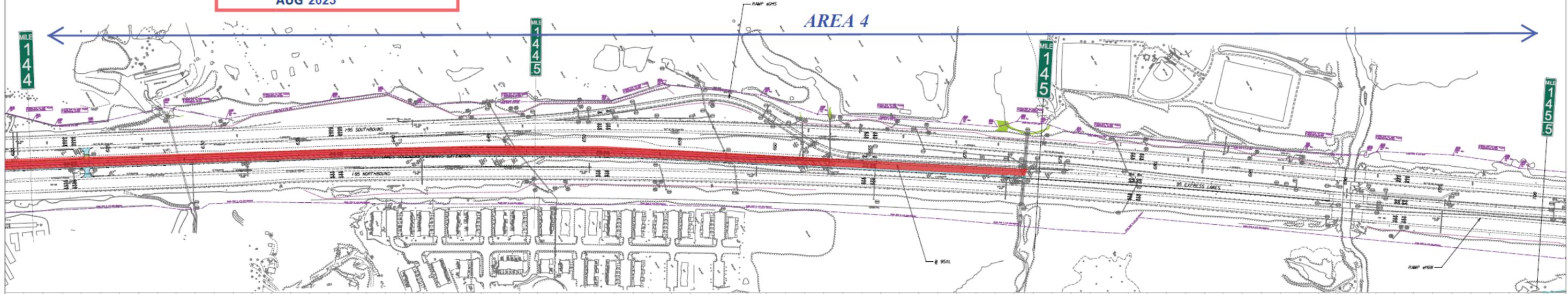
**CAN BE COMPLETED AFTER  
AUG 2023**

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**LEGEND**

PROPOSED EXPRESS LANES & RAMP	EXISTING METLAND	EXISTING UTILITY
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING NOISE BARRIER WALL OR BY OTHERS	PROPOSED UTILITY
PROPOSED PAVED SHOULDER	PROPOSED NOISE BARRIER WALL	PROPOSED RIGHT OF WAY APPROX
PROPOSED BRIDGE	EXISTING RIGHT OF WAY APPROX	PROPERTY LINES APPROX
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT OF WAY APPROX	PROPOSED BORING LOCATION
PROPOSED DEMOLITION OF EXISTING PAVEMENT	COMPLETED BORING LOCATION	EXISTING UTILITY
PROPOSED PAVEMENT RECONSTRUCTION	EXISTING UTILITY	
PROPOSED RETAINING WALL		



# 95 Express Lanes Fredericksburg Extension

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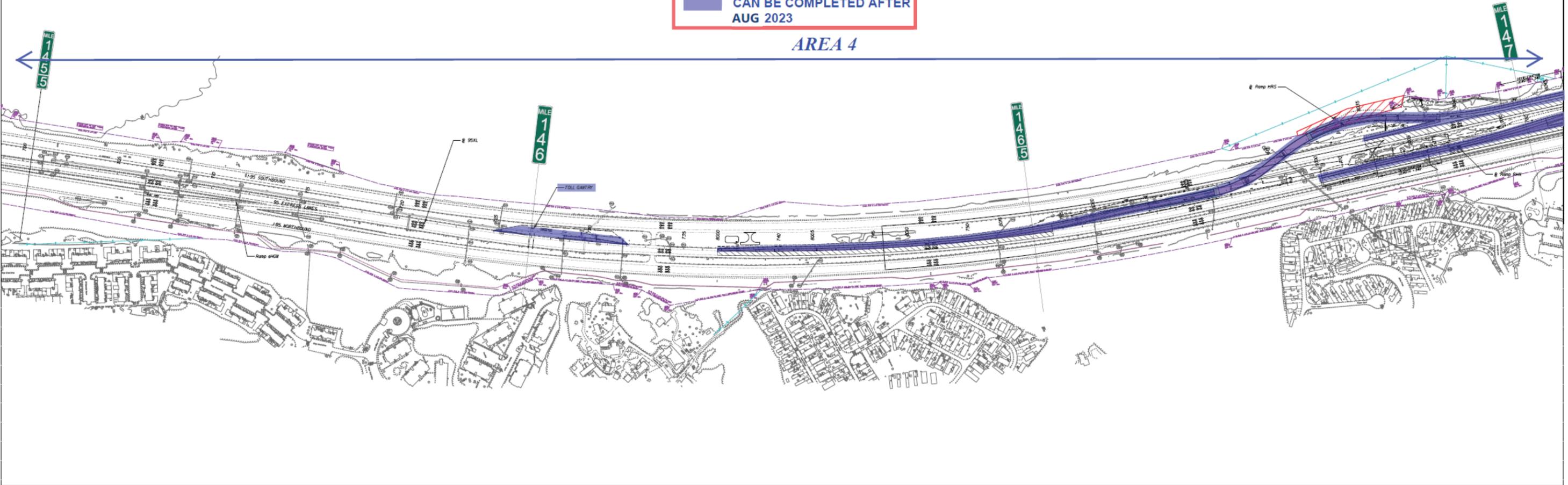


LEGEND		
PROPOSED EXPRESS LANES & RAMP	EXISTING RIGHT-OF-WAY	EXISTING UTILITIES
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING ROSE BARRIER WALL OR BY OTHERS	PROPOSED ROSE BARRIER WALL
PROPOSED PAVED SHOULDER	PROPOSED ROSE BARRIER WALL	EXISTING RIGHT-OF-WAY APPROXIMATE
PROPOSED BRIDGE	EXISTING RIGHT-OF-WAY APPROXIMATE	PROPERTY LINES APPROXIMATE
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT-OF-WAY APPROXIMATE	PROPOSED RIGHT-OF-WAY APPROXIMATE
PROPOSED DEMOLITION OF EXISTING PAVEMENT	COMPLETED BORING LOCATION	PROPOSED BORING LOCATION
PROPOSED PAVEMENT REPAIRS	EXISTING UTILITIES	EXISTING UTILITIES
PROPOSED RETAINING WALL		

**TARGET COMPLETION BY AUG 2023**

**CAN BE COMPLETED AFTER AUG 2023**

### AREA 4



# 95 Express Lanes Fredericksburg Extension

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LEGEND	
PROPOSED EXPRESS LANES & RAMP	EXISTING WETLANDS
PROPOSED GENERAL PURPOSE LANE IMPROVEMENTS	EXISTING ROADS BARRIER WALL OR OTHERS
PROPOSED PAVED SHOULDER	PROPOSED ROADS BARRIER WALL
PROPOSED BRIDGE	EXISTING RIGHT OF WAY APPROX.
OTHER PROJECTS ALONG CORRIDOR	PROPOSED RIGHT OF WAY APPROX.
PROPOSED DEMOLITION OF EXISTING PAVEMENT	COMPLETED BORING LOCATION
PROPOSED PAVEMENT RESURFACING	EXISTING UTILITIES
PROPOSED RETAINING WALL	



AREA 4

MILE 147.5

MILE 148

	TARGET COMPLETION BY AUG 2023
	CAN BE COMPLETED AFTER AUG 2023

