

PUBLIC-PRIVATE TRANSPORTATION PARTNERSHIP AGREEMENT

TO DESIGN, BUILD, FINANCE AND MAINTAIN

**THE PENNDOT MAJOR BRIDGES PROJECT
"PACKAGE ONE" MAJOR BRIDGES P3 PROJECT**

by and between

**THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION,
an executive agency of the Commonwealth of Pennsylvania,
as the Department**

and

**Bridging Pennsylvania Developer I, LLC,
a Delaware limited liability company,
as the Development Entity**

Dated as of November 29, 2022

Agreement No. 221127

Execution Version

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**PUBLIC-PRIVATE TRANSPORTATION PARTNERSHIP AGREEMENT
TO DESIGN, BUILD, FINANCE AND MAINTAIN
THE PENNDOT MAJOR BRIDGES PROJECT –
"PACKAGE ONE" OF THE MAJOR BRIDGES P3 PROJECT**

This Public-Private Transportation Partnership Agreement to design, build, finance and maintain "package one" of the Major Bridges P3 Project (this "Project Agreement") is entered into and effective as of November 29, 2022 (the "Effective Date"), by and between the Pennsylvania Department of Transportation ("Department"), an executive agency of the Commonwealth of Pennsylvania ("Commonwealth"), and Bridging Pennsylvania Developer I, LLC, a Delaware limited liability company ("Development Entity").

R E C I T A L S

A. Pursuant to 74 Pa.C.S. §§ 9101-9124, as amended, (the "P3 Law"), the Department desires to facilitate private sector investment and participation in the development of the Commonwealth's transportation system via public-private partnership agreements.

B. The Department intends to advance the goals described in Recital A above by advancing the Development Entity's proposal to develop and deliver six of the nine bridges in the "First Package" (as defined in the PDA, itself as defined below). This project will consist of the design, construction, financing, and routine and life cycle maintenance of the following Bridges (as defined in the PDA): I-81 Susquehanna, I-80 Nescopeck Creek Bridge, I-78 Lenhartsville Bridge, I-80 Over Lehigh River Bridge, I-80 Canoe Creek Bridge, and I-80 North Fork Bridge, and all associated assets, work products and activities, in each case, expressly required under the terms and conditions of this Project Agreement, as more fully described herein and in TP Section 1 (Technical Provisions Introduction) (collectively, the "Project").

C. On November 12, 2020, the Commonwealth's Public-Private Transportation Partnership Board authorized the Department, amongst other things, to advance the implementation and delivery of the Project as a public-private partnership project, thereafter ratified, in pertinent part, by Act of Jul. 11, 2022, P.L. 1566, No. 84, Cl. 74 (2022), in part.

D. The Department issued a Request for Qualifications regarding a proposed future solicitation for the Project ("RFQ") on June 28, 2021, as amended, requesting Statements of Qualifications ("SOQs") from respondents desiring to undertake the Project.

E. On September 20, 2021, pursuant to the process outlined in the RFQ, the Department selected three respondents to be "Shortlisted Proposers" that would be eligible to submit proposals in response to the Request for Proposals issued by the Department based on their respective financial and technical qualifications as detailed in their SOQs.

F. On December 15, 2021, the Department issued to the Shortlisted Proposers the Request for Proposals (including a term sheet with respect to a form of this Project Agreement) and thereafter issued a series of addenda thereto (collectively, the "Request for Proposals" or "RFP").

G. On January 19, 2022, the Department received responses to the RFP, including the response of Bridging Pennsylvania Partners (the "Apparent Best Value Proposer" and such response being the "Proposal"), on behalf of the PDA Entity (as defined in PA Exhibit 1 (*Acronyms, Abbreviations, and Definitions*)) and its affiliate, the Development Entity.

H. Pursuant to the evaluation process outlined in the RFP, the Department selected the Apparent Best Value Proposer's Proposal identifying the PDA Entity, as a special purpose entity, and its

Equity Members, as the "Apparent Best Value Proposer" under the RFP. The Department's decision was based on its overall evaluation of the proposals received from the Proposers and the Department's conclusion that the Proposal sufficiently satisfied all criteria required by the RFP and offered the best value Proposal.

I. On May 6, 2022, the Department and the PDA Entity entered into that certain Pre-Development Agreement, (the "PDA"), pursuant to which the PDA Entity performs certain pre-development work (the "PDA Work" as defined under the PDA and to the extent pertaining to the Project), consisting fundamentally of proposing "Packages" of "Bridges" (as each term is defined under the PDA) within the Project for further development and delivery under a Project Agreement, substantially consistent with the term sheet attached as Exhibit 8 to the PDA.

J. In performing the PDA Work, the PDA Entity submitted the "Package Proposal" for the First Package that includes those Bridges that are the subject of this Project Agreement, and the Department agreed, pursuant to the PDA, to enter into this Project Agreement with the Development Entity for the design, construction, financing, and maintenance by the Development Entity of the Project.

NOW, THEREFORE, in consideration of the Work to be performed by the Development Entity, the foregoing premises and the covenants and agreements set forth herein, the Parties hereby agree as follows:

**Article 1 DEFINITIONS; CONTRACT DOCUMENTS; ORDER OF PRECEDENCE;
PROJECT ADMINISTRATION**

1.1 Definitions

Definitions for certain terms used in this Project Agreement and the other Contract Documents are contained in PA Exhibit 1 (*Acronyms, Abbreviations, and Definitions*).

1.2 Contract Documents; Order of Precedence

Each of the "Contract Documents" (listed in PA Section 1.2.1 (*Contract Documents; Order of Precedence*)) is an essential part of the agreement between the Parties. The Contract Documents are intended to be complementary and to be read together with this Project Agreement, as a complete agreement. Each of the Contract Documents (other than this Project Agreement) is hereby expressly incorporated herein by reference.

1.2.1 Subject to PA Section 1.2.2 (*Contract Documents; Order of Precedence*), without limiting PA Section 1.2.4 (*Contract Documents; Order of Precedence*), and PA Section 1.2.5 (*Contract Documents; Order of Precedence*), and except in those circumstances expressly stated specific to particular provisions (e.g., PA Section 6.3.1.2 (*Submittal Review; Department Oversight*) and PA Section 22.1 (*Compliance with Federal Requirements*)), in the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence, from highest to lowest, shall be as follows:

1.2.1.1 Amendments and Change Orders, and all exhibits, appendices, annexes, riders, and attachments thereto;

1.2.1.2 the body of this Project Agreement and PA Exhibit 1 (*Acronyms, Abbreviations, and Definitions*);

1.2.1.3 all exhibits (other than PA Exhibit 1 (*Acronyms, Abbreviations, and Definitions*));

1.2.1.4 Deviations from the requirements of the Technical Provisions approved by the Department;

1.2.1.5 amendments to the Technical Provisions (including Technical Interpretations, but excluding the Project Standards, except when expressly referenced in a Technical Provision);

1.2.1.6 the Technical Provisions (excluding Technical Interpretations and the Project Standards, except when expressly referenced in a Technical Provision and subject to PA Section 1.2.2 (*Contract Documents; Order of Precedence*));

1.2.1.7 the Department publications of the Project Standards;

1.2.1.8 non-Department publications of the Project Standards;

1.2.1.9 the Department-accepted Project Management Plan (and component parts thereof), excluding the Department obligations thereunder; and

1.2.1.10 the Package Proposal.

1.2.2 Without limiting PA Section 1.2.4 (*Contract Documents; Order of Precedence*), and PA Section 1.2.5 (*Contract Documents; Order of Precedence*), as among the Technical Provisions, in the event of any conflict, ambiguity or inconsistency among the Technical Provisions, the order of precedence, from highest to lowest, shall be as follows:

1.2.2.1 Design Exceptions;

1.2.2.2 Design Variances;

1.2.2.3 Design criteria specific to the Bridges in the Project, as expressly stated in TP Attachment 2 (Bridge-Specific Requirements - Lenhartsville), TP Attachment 4 (Bridge-Specific Requirements - Canoe Creek), TP Attachment 5 (Bridge-Specific Requirements - Nescopeck), TP Attachment 6 (Bridge-Specific Requirements - North Fork), TP Attachment 7 (Bridge-Specific Requirements - White Haven), and TP Attachment 8 (Bridge-Specific Requirements - Susquehanna), as applicable;

1.2.2.4 Design criteria referred to, but not expressly stated, and specific to the Bridges in the Project, in TP Attachment 2 (Bridge-Specific Requirements - Lenhartsville), TP Attachment 4 (Bridge-Specific Requirements - Canoe Creek), TP Attachment 5 (Bridge-Specific Requirements - Nescopeck), TP Attachment 6 (Bridge-Specific Requirements - North Fork), TP Attachment 7 (Bridge-Specific Requirements - White Haven), and TP Attachment 8 (Bridge-Specific Requirements - Susquehanna), as applicable;

1.2.2.5 Design criteria expressly stated in the body of the Technical Provisions;

1.2.2.6 Design criteria referred to, but not expressly stated, in the body of the Technical Provisions;

1.2.2.7 District Standard Special Provisions;

1.2.2.8 Standard Special Provisions;

1.2.2.9 All TP attachments other than TP Attachment 1 (Project Standards), TP Attachments 2-10 (Bridge-Specific Requirements) (specific to the Bridges in the Project), TP Attachments 11, 13, 14, 15, and 16 (District Standard Special Provisions), and TP Attachment 22 (Standard Special Provisions); and

1.2.2.10 Project Standards (i.e., TP Attachment 1 (Project Standards)).

1.2.3 If the Contract Documents contain any conflict, ambiguity, or inconsistency between or among provisions, then the provisions that establish the higher quality, manner, or method of performing the Work, exceed Good Industry Practice, or use more stringent standards will prevail. Additional details in a lower priority Contract Document shall be given effect except to the extent they irreconcilably conflict with requirements, provisions and practices contained in the higher priority Contract Document. If the Contract Documents contain any conflict, ambiguity, or inconsistency between or among provisions that cannot be reconciled by applying the foregoing rules, then the provisions (whether setting forth performance or prescriptive requirements) contained in the document of higher order of precedence shall prevail over the provisions (whether setting forth performance or prescriptive requirements) contained in the document of lower order of precedence.

1.2.4 Where there is an irreconcilable conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project set forth in any manual(s) or publication(s) referenced within a Contract Document or set of Contract Documents with the same order of priority (including within documents referenced therein), then the standard, criterion, requirement, condition, procedure, specification or other provision offering higher quality, manner, or method of performance will apply, unless the Department in its reasonable discretion approves otherwise in writing. If there is an irreconcilable conflict between manuals or publications referenced in a Contract Document of differing priorities, the order of precedence set forth in PA Section 1.2.1 (*Contract Documents; Order of Precedence*) will apply. If either Party becomes aware of any such conflict, it shall promptly notify the other Party of the conflict in writing and the Parties shall meet to reasonably resolve such conflict in accordance with the terms of the Contract Documents. Any disagreement regarding the same may be referred to the Dispute Resolution Procedures by either Party. For avoidance of doubt, any purported irreconcilable conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project premised on a standard, criterion, etc. in the Department Publication 408/2020, Change No. 4 that is not expressly included as within the "Standard Specifications" (defined term) is not an irreconcilable conflict, as the unincorporated portions of the Department Publication 408/2020, Change No. 4 are not among the Contract Documents.

1.2.5 Without limiting the foregoing, with respect to any conflict, ambiguity, or inconsistency between or among provisions of the same order of precedence, specifications have precedence over Design Documents.

1.2.6 It is acknowledged by the Parties that certain Project Standards contain certain requirements that are not specifically designated therein as applicable to work of the nature of the Work or projects of the nature of the Project. The Development Entity shall construe any such requirement(s) to fit the context of the Work and the Project. In the event the Development Entity identifies any ambiguity as to the applicability of such a Project Standard, (including any ambiguity with respect to any of the rules of Project Standard interpretation set forth in TP Section 1.2 (Order of Precedence, Modifications, and Interpretations)) the Development Entity shall request from the Department a Technical Interpretation with respect to such ambiguity in accordance with PA Section 1.6 (*Technical Interpretations*).

1.2.7 It is acknowledged by the Parties that certain requirements of the Project Standards do not specifically apportion responsibility for satisfying such requirement as between the Department and its developer/contractor counterparty. Unless a Project Standard specifically apportions responsibility for satisfying a requirement thereof to the Department, any such requirement shall be interpreted to set forth that the Development Entity shall be responsible for ensuring Project compliance therewith. In the event the Development Entity identifies any ambiguity as to the foregoing within a Project Standard, the Development Entity shall request from the Department a Technical Interpretation with respect to such ambiguity in accordance with PA Section 1.6 (*Technical Interpretations*).

1.2.8 In all other respects, and after giving effect to all of the foregoing rules of contraction in this PA Section 1.2 (*Contract Documents; Order of Precedence*) in the event of a conflict, ambiguity or inconsistency within the Contract Documents, general rules concerning construction of contracts shall be applicable.

1.3 Reference Information Documents (RIDs)

1.3.1 The Development Entity acknowledges that the Department has provided and disclosed to the Development Entity the Reference Information Documents (or "RIDs"). The RIDs are not mandatory or binding on the Development Entity. Except with respect to the Development Entity's right to claim a Relief Event or a Compensation Event in accordance with the terms of this Project Agreement, the Development Entity is not entitled to rely on the RIDs as presenting development, design, engineering, construction, or maintenance solutions or other direction, means, or methods for complying with the requirements of the Contract Documents, Governmental Approvals or Law.

1.3.2 Except with respect to the Development Entity's right to claim a Relief Event or a Compensation Event in accordance with the terms of this Project Agreement, or as otherwise expressly set forth herein, the Development Entity acknowledges that the Department does not represent, warrant, or guarantee that the information contained in the RIDs is complete or accurate or that such information conforms with the requirements of the Contract Documents, Governmental Approvals or Laws, and neither the Department nor any Department-Related Entity is or shall be deemed to be responsible or liable in any respect for any causes of action, claims or Losses whatsoever suffered by any Development Entity-Related Entity by reason of any use of information contained in, or any action taken or forbearance made in reliance on, the RIDs.

1.3.3 The Department represents that, as of the Effective Date, the Department has not intentionally withheld material information in its possession relevant to conditions of the Site, and to the extent not included in the Property as of the Effective Date, the Existing Right of Way.

1.3.4 Without prejudice to the Development Entity's rights with respect to claims as to Relief Events or Compensation Events in accordance with the terms of this Project Agreement, the Development Entity acknowledges and agrees that it is obligated to conduct any and all studies, analyses, and investigations as it deems advisable to verify and supplement information in the RIDs or otherwise as may be required to perform the Work. Except as set forth in this PA Section 1.3 (*Reference Information Documents (RIDs)*), any use of information in the RIDs in performance of the Work, without verification or supplement, is entirely at the Development Entity's own risk. Except as set forth in this PA Section 1.3 (*Reference Information Documents (RIDs)*), if any Development Entity-Related Entity uses any of the information in RIDs in any way, then such use is made on the basis that the Development Entity, not the Department, has verified and shall be responsible for the use thereof.

1.3.5 The Parties acknowledge and agree that general industry or general government manuals and publications that are part of the RIDs may be revised, changed, added to, or replaced from time to time by the agencies or organizations that issue such manuals and publications. The Department

shall have no obligation to notify the Development Entity regarding any such revisions, changes, additions or replacements. The Development Entity shall independently maintain awareness of such changes as they are published or made public.

1.4 Formal Communications; Time Periods

1.4.1 Whenever the Parties communicate by Formal Communication, and such Formal Communication requires or requests an action or response by the other Party, then except where time periods are expressly stated elsewhere in the Contract Documents (e.g., PA Section 20.3 (*Standards and Procedures for Certain Department Approvals*)), the receiving Party will take such action or offer such response promptly, and in any event within 15 Business Days, after the date of receipt.

1.4.2 The time periods for review, comment, rejection, acceptance, action, or other response (as applicable) of Formal Communications shall apply to and restart with all subsequent Formal Communication reasonably relating to the original Formal Communication, except as may otherwise be agreed by the Parties (or determined pursuant to Dispute Resolution Procedures).

1.4.3 Notwithstanding the foregoing in PA Section 1.4.1 (*Formal Communications; Time Periods*) and PA Section 1.4.2 (*Formal Communications; Time Periods*), the time periods with respect to the Department's review, comment, rejection, acceptance, action, or response (as applicable) of Formal Communications shall be subject to adjustment in keeping with time period adjustments for Submittals as provided in TP Section 3.5.1 (Submittal Packaging Plan) for multiple concurrent Formal Communications, and the Department will undertake commercially reasonable efforts to respond promptly.

1.4.4 Absent express designation, the Department reserves the right to determine initially whether any submission by, or on behalf of, the Development Entity, and regardless as to title, is a Formal Communication or Submittal, and in each instance, whether (a) the Formal Communication presents a particular type of Notice, or (b) a Submittal presents a particular type of Submittal, and, in either case, will act or respond as if such submission is such Formal Communication (or Notice) or Submittal in compliance with the terms, and in particular the time periods, with respect thereto. For avoidance of doubt, the Department's interpretation as to the nature of any submission that purports to be a "draft", is incomplete, or otherwise is noncompliant with the requirements pertaining to Formal Communications or Submittals (or the particular Formal Communication or Submittal the submission purports to be) shall be made in its good faith discretion, and the Development Entity shall be entitled to rescind and resubmit any such document (in compliance with any other terms hereof) without relief from submission timing or other constraints.

1.4.5 Refer to PA Section 25.11 (*Notices and other Formal Communications*) for additional provisions regarding Formal Communications.

1.5 Standards Relating to Parties Discretion

1.5.1 Reasonableness Standard.

1.5.1.1 A reasonable act shall be binding unless Disputed and found to be unjust, inappropriate, lacking sound judgment, not sensible, or otherwise unfair or unreasonable.

1.5.1.2 In all cases, where approvals, consents, determinations, acceptance, decisions, or other action are required to be provided or made by the Department under the Contract Documents, including with respect to Submittals, such approvals, consents, determinations, acceptance,

decisions, or other action shall not be withheld unreasonably, except in cases where a different standard is specified in the Contract Documents.

1.5.2 Good Faith Standard.

1.5.2.1 An act in good faith shall be binding unless Disputed and found to be arbitrary or capricious.

1.5.2.2 If any approval, consent, determination, acceptance, decision, or other action is subject to the good faith discretion of the Department, then such approval, consent, determination, acceptance, decision, or other action by the Department shall be binding, unless it is finally determined through the Dispute Resolution Procedures that the Department's action was arbitrary or capricious.

1.5.3 Sole Discretion Standard. In cases where sole discretion is specified, the decision shall not be subject to the Dispute Resolution Procedures or other legal challenge.

1.5.4 Failure to Act.

1.5.4.1 In all cases where the Department approvals, consents, determinations, acceptance, decisions, or other actions are required under the sole discretion standard, and the Department fails to act, such failure to act shall constitute a disapproval, lack of consent, rejection, or equivalent.

1.5.4.2 Without limiting the Development Entity's right to assert a Department-Caused Delay, in all other cases where the Department approvals, consents, determinations, acceptance, decisions, or other actions are required (regardless as to whether subject to the reasonableness or good faith standards) and the Department fails to act, the Development Entity shall, by Formal Communication, provide the Department no less than five days to offer such required approvals, consents, determinations, acceptance, decisions, or other actions.

1.6 Technical Interpretations

1.6.1 The Development Entity may apply in writing to the Department for approvals of an engineering decision interpreting the meaning, scope, interpretation and application of the Technical Provisions (each a "Technical Interpretation"). The Department may issue a written approval of the Development Entity's proposed Technical Interpretation, may issue its own Technical Interpretation, or may disapprove any Technical Interpretation that the Development Entity proposes.

1.6.2 The Development Entity's request for resolution of a Technical Interpretation is a Formal Communication. The Department will respond within 15 Business Days after the Department receives such Formal Communication in accordance with the terms hereof, or within such other time period as the Department and the Development Entity may agree to at the time of such application, and in its response, will provide its written determination including explanation of any disapproval of such application or any differing interpretation. If the Development Entity Disputes the Department's disposition of the application, such Dispute shall be subject to resolution in accordance with the Dispute Resolution Procedures.

1.6.3 Accepted Technical Interpretations shall constitute and be construed hereunder as a mutually agreed-upon amendment to the Technical Provisions and shall not constitute a Department Change and shall not entitle the Development Entity to assert a Relief Event or Compensation Event.

Article 2 GRANT OF DEPARTMENT; RIGHT OF WAY

2.1 Grant of Department for Undertaking

The Department grants to the Development Entity the exclusive right (revocable only in accordance with this Project Agreement), and the Development Entity accepts such right and acknowledges its obligation, to develop, design, construct, maintain, and finance the Project, in each instance in accordance with the terms of the Contract Documents.

2.2 Right of Way; Property Ownership

2.2.1 The Development Entity is required to construct the Project on and within the property identified in the NEPA Approval (the "Property"), but without limiting the Development Entity's rights and obligations under PA Section 6.2.12 (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*) or as otherwise set forth in this Project Agreement.

2.2.2 Subject to the timing considerations in PA Section 2.7 (*Real Property Rights Assessment*), the Department will provide the Development Entity with access rights to the Project Limits in accordance with this PA Article 2 (*Grant of Department; Right of Way*) and TP Section 8 (Right of Way). The Department will acquire at its expense the parcels identified in the acquisition schedule set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of PA Section 2.7) by the date required under PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of PA Section 2.7).

2.2.3 The Development Entity will bear the costs for acquisition of parcels necessary or desirable for the Project which are not (a) identified in PA Exhibit 3 (*Parcel Acquisition Table*) as of the Effective Date; or (b) identified by the Development Entity as an addition to PA Exhibit 3 (*Parcel Acquisition Table*) pursuant to the process set forth in PA Section 2.7 (*Real Property Rights Assessment*) and TP Section 8 (Right of Way), and the Development Entity shall not be entitled to additional time, or forgiveness for performance due to, acquisition or such additional parcels.

2.2.4 The Development Entity acknowledges and agrees that:

2.2.4.1 on and from the date the Department acquires the fee title or easement rights to each parcel in the Project Limits, the Department is and shall remain throughout the Term, the sole owner of the fee title or easement rights to such parcels, as applicable;

2.2.4.2 the Project and all Permanent Works located on the Project Limits from time to time shall be and remain the property of:

a. the Department, to the extent of its interests of record or as it may otherwise agree from time to time; or

b. to the extent the Department has otherwise agreed, a Governmental Entity or Utility Owner.

2.2.4.3 Notwithstanding anything to the contrary in the Contract Documents, the Development Entity's access right to the Project Limits provided, and subject to the terms and conditions under this PA Article 2 (*Grant of Department; Right of Way*) and TP Section 8 (Right of Way), may, in each case where applicable, be restricted:

a. to those portions of parcels that are not within the non-disturbance areas identified in the Provided Environmental Approvals, if any. If so restricted, the Development Entity shall, as part of the Work, observe, and cause each Development Entity-Related Entity to observe, all such restrictions; and

b. should the Department not have, or have elected to have, fee title to a parcel, in which case the Development Entity shall, as part of the Work, observe, and cause each Development Entity-Related Entity to observe, any restrictions placed on access or use (or both) of each such parcel, it being understood and agreed that the Department may, in its sole discretion, afford the Development Entity access to easements or other non-fee interests in real property that the Department obtains for, or in relation to, the Project or the Work. Any such parcels not to be held in fee by the Department will be annotated in PA Exhibit 3 (Parcel Acquisition Table) prior to the Technical Setting Date.

2.2.5 [Reserved]

2.2.6 The Development Entity acknowledges that Department hereby reserves the right to grant, to other parties, utility and other permits (including Highway Occupancy Permits), and easements, and modifications thereto, and rights of use to the Project Limits, subject to the limitations of this Project Agreement and subject to any Compensation Event or Relief Event protection that is expressly afforded to the Development Entity under the Project Agreement.

2.3 Existing Right of Way

2.3.1 The Department grants to the Development Entity, as of the date of issuance of NTP1 and until the Termination Date:

2.3.1.1 a non-exclusive right of access, ingress and egress to all real property comprising the Existing Right of Way; and

2.3.2 the right to grant to the Development Entity-Related Entities a non-exclusive right of access, ingress and egress to all real property comprising the Existing Right of Way, for the sole purpose of performing its obligations and exercising its rights under this Project Agreement. In the event any transition plan agreed upon between the Development Entity and the Department pursuant to PA Section 19.5.1.3 (Termination Procedures and Duties) requires Development Entity access, ingress and egress to any real property comprising the Project Right of Way subsequent to the Termination Date, the Department shall grant to the Development Entity a non-exclusive right of access to the Project Right of Way for the limited purpose of carrying out Development Entity's obligations under such transition plan. Such right of access shall be revocable by the Department at any time and shall automatically expire upon Development Entity's fulfillment of such obligations.

2.4 Access and Inspection Rights for Department and Other Persons

2.4.1 The Development Entity shall, in the performance of the Work on the Site:

2.4.1.1 reasonably coordinate with any third parties that may from time to time have access rights to the Site, including the parties to Third Party Agreements, the Utility Owners, Separate Contractors, and their respective relevant Constituents; and

2.4.1.2 coordinate with all Related Transportation Facilities in accordance with TP Section 2.5 (Related Transportation Facilities).

2.4.2 Subject to PA Section 2.4.3 (Access and Inspections Rights for Department and Other Persons), the Development Entity acknowledges that the Department and each Department-

Related Entity, acting within its delegated or legal authority, may enter upon, possess, control and utilize the Project Limits and any other location where the Work is being carried out without payment of compensation to the Development Entity (except to the extent a Compensation Event is expressly provided for under this Project Agreement), including for the purpose of (without limitation):

2.4.2.1 exercising the Department's (or FHWA's, or any other applicable Commonwealth or federal agency's) oversight functions as provided for hereunder;

2.4.2.2 monitoring compliance by the Development Entity with its obligations under this Project Agreement, Governmental Approvals and all applicable Laws; or

2.4.2.3 exercising any right or performing any obligation that such party has under this Project Agreement, any Third Party Agreement, any Governmental Approval or any applicable Law.

2.4.3 When exercising any rights under PA Section 2.4.2 (*Access and Inspection Rights for Department and Other Persons*), the Department will do so (and shall ensure that each such Department-Related Entity does so) in a manner that:

2.4.3.1 does not unreasonably interfere with the Development Entity's or any Development Entity-Related Entity's performance of the Work or exercise of the Development Entity's rights and obligations under this Project Agreement, and, is reasonably coordinated with the Development Entity to the extent such coordination is reasonably necessary to mitigate against any such unreasonable interference; and

2.4.3.2 complies with the Development Entity's reasonable site access policies and procedures and the Development Entity's Safety and Security Plan (as may be in effect at the time of such entry).

2.4.4 The Development Entity shall use reasonable efforts to:

2.4.4.1 coordinate its Work so it does not interfere with the exercise by the Department and any such Department-Related Entity of their respective rights of entry; and

2.4.4.2 provide the Department and any such Department-Related Entity with assistance as may be reasonably necessary with regard to exercising such parties' rights under PA Section 2.4.2 (*Access and Inspection Rights for Department and Other Persons*).

2.4.5 The Development Entity shall afford the Department and each such Department-Related Entity access during normal business hours to the Project Office, any Satellite Office(s), and other operations buildings.

2.4.6 Notwithstanding the foregoing in this PA Section 2.4 (*Access and Inspection Rights for Department and Other Persons*), the Department (and FHWA), and its delegates, may exercise the foregoing access rights unannounced and without prior notice where there is good faith suspicion of fraud or material noncompliance with the Development Entity's obligations under the Contract Documents.

2.5 Nature of Rights/Interests

2.5.1 The Parties acknowledge and agree that this Project Agreement will in no way be deemed to constitute:

2.5.1.1 a lease to the Development Entity (whether an operating lease or a financing lease); or

2.5.1.2 a grant (regardless of the characterization of such grant, including by way of easement, purchase option, conveyance, or Lien), in each case, of any right, title, interest or estate in the Project or Project Limits, or of any assets incorporated into, or appurtenant to, the Project, other than as set forth in PA Section 2.1 (*Grant of Department for Undertaking*) and PA Section 2.2 (*Right of Way; Property Ownership*), and the rights of access granted under PA Section 2.3 (*Existing Right of Way*).

2.5.2 The Parties acknowledge and agree that the Development Entity will not be treated as or deemed to be the legal or equitable owner of the Project Limits for any purpose under this Project Agreement.

2.5.3 The Development Entity's rights under this Project Agreement are derived solely from its status as a Development Entity and independent contractor as described in this Project Agreement, and not as a tenant, lessee, easement holder, optionee, lienor, mortgagee, purchaser or owner of any other interest in real property.

2.6 Temporary Interests

2.6.1 The Parties acknowledge that as of the date of this Project Agreement, the Department has not acquired a right of access to, or interest in, any Temporary Interests for the purposes of this Project.

2.6.2 The Development Entity shall notify the Department of any Temporary Interest that it proposes to acquire a right of access to, or other interest in.

2.6.3 The Development Entity shall be responsible for:

2.6.3.1 all acquisitions of a right of access to, or interest in, any Temporary Interests;

2.6.3.2 compliance with all applicable Laws with respect to the Temporary Interests;

2.6.3.3 obtaining and complying with any Governmental Approvals required with respect to the Temporary Interests;

2.6.3.4 any costs and expenses associated with acquiring any rights or interests in any Temporary Interest and shall not have a right to claim from the Department any payment or reimbursement for such costs and expenses; and

2.6.3.5 restoration of each Temporary Interest to the condition in which it existed at the commencement of the Development Entity's entrance thereupon (including any costs and expenses associated therewith).

2.6.4 The Department will not:

2.6.4.1 exercise its condemnation power in connection with the Development Entity's acquisition of any Temporary Interest; or

2.6.4.2 have any obligations or responsibilities with respect to the Development Entity's acquisition, maintenance or disposition of any Temporary Interest.

2.7 Real Property Rights Assessment

2.7.1 Right of Way and Easement Assessment

2.7.1.1 The Development Entity shall determine if the Existing Right of Way is sufficient for the Development Entity to comply with its obligations under PA Section 2.2.1 (*Right of Way; Property Ownership*).

2.7.1.2 The Development Entity shall notify the Department of additional fee title or easement rights (but not Temporary Interests) needed through the presentation of an updated Right of Way Acquisition Plan.

2.7.1.3 The Development Entity shall notify the Department of such additional fee title or easement rights (but not Temporary Interests) needs for the Project no later than no later than 180 days after the date of issuance of NTP2.

2.7.1.4 The Development Entity shall include in the Baseline Project Schedule the timeline of its process for evaluating the sufficiency of the Existing Right of Way for the Project.

2.7.2 Development Entity Activities for Right of Way and Easement Acquisition

2.7.2.1 If the Department accepts that any additional fee title or easement rights (but not Temporary Interests) proposed by the Development Entity pursuant to this PA Section 2.7 (*Real Property Rights Assessment*) is or are necessary for the Project, then the Development Entity shall (a) provide the Department with Notice of the proposed additional fee title or easement rights (including any information regarding the technical rationale for such additional fee title or easement rights, and the location, approximate cost, and timing for acquisition thereof); and (b) prepare for the Department's signature a "Notice of Intent to Enter" for (each of) the identified parcel(s). The Parties shall update PA Exhibit 3 (*Parcel Acquisition Table*) to include the additional parcels that will be acquired by the Department and the date by which such parcels shall be acquired.

2.7.2.2 Upon the Department's execution of a "Notice of Intent to Enter," the Development Entity shall perform studies, surveys, tests and soundings on the parcel(s), in accordance with applicable Law and as may be necessary to evaluate the sufficiency of the proposed parcel(s) for inclusion into the Project Limits.

2.7.2.3 The Development Entity shall progress the Right of Way acquisition process through the further development of the Right of Way Acquisition Plan pursuant to TP Section 8.5 (Right of Way Acquisition Plans) and assessment of impacts on Governmental Approvals (excluding Provided Environmental Approvals). In the event any such parcel acquisition activities become necessary, the Development Entity shall include an estimated timeline of such activities in subsequent updates to the Baseline Project Schedule.

Article 3 CONTRACT TIME

3.1 Term

This Project Agreement shall take effect on the Effective Date and will remain in effect until the earliest of (a) 35 years after the Final Acceptance Deadline, (b) 35 years after the Final Acceptance Date (either such date, the "Full Term"), or (c) earlier termination in accordance with the terms of the Contract Documents, in each case as may be extended by the survival of all such obligations as expressly provided herein (the "Term").

3.2 Timely Performance; Time is of the Essence

3.2.1 As a material consideration for entering into this Project Agreement, the Development Entity hereby commits, and the Department is relying upon the Development Entity's commitment, to achieve Substantial Completion by the Long Stop Date and Final Acceptance by the Final Acceptance Deadline, in each case as such milestones may be adjusted pursuant to this Project Agreement.

3.2.2 Without limiting the generality of PA Section 3.2.1 (*Timely Performance; Time is of the Essence*), and in each case subject to time adjustment when and as applicable pursuant to the Project Agreement, the Development Entity shall:

3.2.2.1 prepare and deliver the Baseline Project Schedule (excluding the Package Proposal Schedule) in form and substance as and when required under TP Section 3.4.3 (Baseline Project Schedule) and, when applicable, deliver the Revised Baseline Project Schedule by the time required in any Directive Letter or Change Order as required under and in accordance with the requirements set forth in TP Section 3.4.5 (Revised Baseline Project Schedule);

3.2.2.2 without limiting the other specific obligations under this PA Section 3.2.2 (*Timely Performance; Time is of the Essence*), perform the D&C Work in accordance with the Baseline Project Schedule;

3.2.2.3 [Reserved];

3.2.2.4 perform the Work in accordance with the Package Proposal Schedule, attached as PA Exhibit 9 (*Package Proposal Schedule; Package Proposal SOV*), until such time as the NTP1 Baseline Project Schedule is accepted by the Department and thereafter, perform the Work in accordance with such NTP1 Baseline Project Schedule, until such time as the NTP2 Baseline Project Schedule is accepted by the Department and thereafter, perform the Work in accordance with such NTP2 Baseline Project Schedule, in each case as may be revised under a Revised Baseline Project Schedule;

3.2.2.5 prepare and deliver to the Department the Baseline Schedule of Values, consistent with the Package Proposal SOV, prior to the Development Entity's submission of any Baseline Project Schedule (excepting that the NTP1 Baseline Schedule may be delivered at the same time as the NTP1 Baseline Schedule of Values);

3.2.2.6 prepare and deliver to the Department each proposed Baseline Project Schedule corresponding to the associated Baseline Schedule of Values, in each case, consistent with the Package Proposal SOV;

3.2.2.7 (a) satisfy all conditions to issuance of NTP2 by the NTP2 Conditions Deadline, and (b) satisfy all conditions to issuance of NTP3 by the NTP3 Conditions Deadline;

3.2.2.8 satisfy all conditions to commencement of Design Work, Construction Work, Maintenance Work, and Utility Adjustment Work, as applicable, under PA Section 3.4 (*Conditions to Submittals, Invoices, Commencement of Certain Portions of the Work*), and commence such Design Work, Construction Work, and Utility Adjustment Work, when such respective conditions have been satisfied, with diligence and continuity, by the deadlines therefor set forth in the Baseline Project Schedule, all as may be extended pursuant to this Project Agreement; and

3.2.2.9 achieve Substantial Completion on or before the Substantial Completion Deadline (subject to the Department only being entitled to issue a notice for Development Entity Default

following the Long Stop Date under Section 18.1.1.3), and Final Acceptance on or before the Final Acceptance Deadline.

3.2.3 Time is of the essence with respect to (a) the time periods and limitations with respect to Formal Communications and Submittals, and (b) the time periods, limitations, and milestones (including Milestone Deadlines) in the Baseline Project Schedule or otherwise identified under the Contract Documents, and in each case, except where this Project Agreement expressly provides for extension of time due to a Relief Event or allows delay subject to payment of Liquidated Damages or other compensation to the Department, the Development Entity hereby waives any right at law or in equity to tender or complete delivery, response, or performance, as applicable, beyond the applicable time period, or to require the Department to accept such delivery, response, or performance.

3.2.4 Notwithstanding any provision to the contrary in this PA Article 3 (*Contract Time*), or any Notice to Proceed, the Development Entity shall not perform, nor be obligated to perform, any portion of the Work prior to issuance of the initial NEPA Approval, except for Work authorized under 23 C.F.R. § 636.109 and directed by the Department.

3.3 Contract Time, Date of Commencement, and Notice to Proceed

3.3.1 The Development Entity's time period for completion of the D&C Work is the period from and including the date of NTP1 through the Final Acceptance Deadline, as may be extended pursuant to this Project Agreement (the "Contract Time"). Notwithstanding the foregoing, but without limiting PA Section 3.4.1 (*Conditions to Commencement of Design Work*), the Development Entity may, but is not obligated to, commence to prepare the component parts, plans and documentation of the Project Management Plan in accordance with the TP Section 3.3 (Project Management Plan), and the NTP1 Baseline Project Schedule upon the Effective Date.

3.3.2 Notice to Proceed 1

3.3.2.1 The Department shall issue NTP1 at Financial Close or such earlier date as the Development Entity may request (provided that, for avoidance of doubt, in the event this Project Agreement is terminated pursuant to PA Section 19.12 (*Termination for Failure of Financial Close*), no compensation for any Work performed at the Development Entity's risk prior to NTP2 shall be paid, provided, however, that the Development Entity will be compensated for Work performed as pursuant to PA Section 19.12.1.3 and section 4 (*Termination for Failure of Financial Close*) of PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*).

3.3.2.2 Without limiting the additional conditions to commencement of certain portions of the Work under PA Section 3.4 (*Conditions to Submittals, Invoices, Commencement of Certain Portions of the Work*), and in each instance, without impeding or adversely affecting the content or timing of the NEPA Approval, issuance of NTP1 authorizes the Development Entity to:

- a. perform the portion of the Work necessary to obtain the Department's acceptance of the component parts, plans and documentation of the Project Management Plan for the Project in accordance with the TP Section 3.3 (Project Management Plan) required for NTP2;
- b. support any NEPA reevaluation, as may be required;
- c. perform Utility Coordination and Investigation Work that the Development Entity is permitted to perform prior to NTP2, in accordance with PA Section 7.5 (*Utilities*), TP Section 7 (*Utilities*), and, as applicable, TP Attachment 2 (Bridge-Specific Requirements - Lenhartsville), TP Attachment 4 (Bridge-Specific Requirements - Canoe Creek), TP Attachment 5 (Bridge-Specific

Requirements - Nescopeck), TP Attachment 6 (Bridge-Specific Requirements - North Fork), TP Attachment 7 (Bridge-Specific Requirements - White Haven), and TP Attachment 8 (Bridge-Specific Requirements - Susquehanna);

d. prepare and deliver to the Department within 60 days after the effective date of NTP1, the NTP1 Baseline Project Schedule and NTP1 Baseline Schedule of Values; and

e. engage in the other activities anticipated to be performed after NTP1, including specifically satisfaction of all of the conditions to issuance of the NTP2 under PA Section 3.3.3 (*Notice to Proceed 2*).

3.3.3 Notice to Proceed 2

3.3.3.1 The Department will issue NTP2 within five Business Days after the Development Entity's satisfaction of the following conditions:

a. NTP1 has been issued;

b. the Development Entity has achieved Financial Close in accordance with PA Section 4.7.4 (*Conditions to Financial Close*);

c. all Insurance Policies required under the Contract Documents for the Design Work have been obtained, are in full force and effect, and the Development Entity has delivered to the Department verification thereof as required under PA Section 17.1.2.4 (*Verification of Coverage*) as well as separate Formal Communication of those Insurance Policies with, and the value of, SIRs, if any;

d. the Development Entity has delivered to the Department, and the Department has accepted, as applicable, the Submittals of the Project Management Plan required as a condition to NTP2 as set forth in TP Section 3.3.1 (Component Plans as a Condition Prior to NTP2);

e. the Development Entity has submitted to the Department, and the Department has accepted, the NTP2 Baseline Project Schedule, in accordance with TP Section 3.4.3 (Baseline Project Schedule) and the NTP2 Baseline Schedule of Values in accordance with TP Section 3.4.4 (Baseline Schedule of Values);

f. the Development Entity has made available the Key Personnel and Required Personnel required (if and as required under TP Section 3.3.4.1 (Key Personnel) and TP Section 3.3.4.2 (Required Personnel)), to be available as of the date of NTP2, and those Key Personnel and Required Personnel that were required to be available as of the date of NTP1 remain available, except and only to the extent approved otherwise by the Department;

g. excluding the Provided Environmental Approvals, (i) the Development Entity has received, paid all associated fees for, and (if applicable) achieved or satisfied all conditions under, all applicable Governmental Approvals and other applicable third party approvals necessary to begin the Work authorized by NTP2; (ii) such Governmental Approvals and third party approvals are not subject to appeal which vacates or suspends the validity thereof; (iii) there exists no uncured material violation of the terms and conditions of any such Governmental Approvals or such third party approvals by any Development Entity-Related Entity; (iv) all applicable requirements contained in such Governmental Approvals and such third party approvals for the such applicable portion of the Work have been satisfied; and (v) the Development Entity has furnished to the Department fully executed copies of all such Governmental Approvals and such third party approvals;

h. the Development Entity has provided to the Department the P&P Bonds and such P&P Bonds are in full force and effect;

i. without limiting the Development Entity's right to claim a Department-Caused Delay, all required real property rights (e.g., rights of entry) necessary for commencement of any portion of the Work authorized by NTP2 are in place;

j. the Development Entity has provided to the Department any documents, materials, or assurances required by the Contract Documents as a condition to issuance of NTP2 and, where applicable, the Development Entity has received Department acceptance, if applicable, thereof;

k. all representations and covenants of the Development Entity set forth in PA Section 16.1 (*Development Entity Representations and Covenants*) and PA Section 11.17 (*Engagement of Prior Department Contractors, Design Professionals; No Reliance; No Liability of the Department*) shall be and remain true and correct in all material respects; and

l. there exists no uncured Development Entity Default for which the Development Entity has received Notice from the Department, unless the Development Entity has a right to cure and is diligently pursuing cure within the applicable cure period.

3.3.3.2 Without limiting the additional conditions to commencement of certain portions of the Work under PA Section 3.4 (*Conditions to Submittals, Invoices, Commencement of Certain Portions of the Work*), issuance of NTP2 authorizes the Development Entity to:

a. engage in the activities necessary to satisfy the conditions to issuance of NTP3 under PA Section 3.3.4 (*Notice to Proceed 3*);

b. commence or continue (if performed at risk prior to NTP2, so long as professional liability insurance required hereunder was and remains in place and without any liability to any Department-Related Entity) the Design Work (including development and submission of the Design Documents to the Department);

c. perform the activities necessary to obtain any Governmental Approvals not then obtained (or to maintain obtained Governmental Approvals);

d. perform design and coordination activities with respect to Utility Adjustments that the Development Entity is permitted to perform prior to NTP3 in accordance with PA Section 7.5 (*Utilities*) and TP Section 7 (*Utilities*); and

e. perform such other non-Construction Work (including specifically project administrative and management Work) as is expressly permitted to be performed prior to NTP3 under the Technical Provisions.

3.3.3.3 Notwithstanding the foregoing, the Department may, in its sole discretion, issue one or more limited notice(s) to proceed prior to one or more of the foregoing conditions to NTP2 being met, under such terms and subject to such conditions as the Department requires within such limited notice(s) to proceed (e.g., geographic limitations, time of year restrictions, insurance requirements, DBE reporting requirements, etc.). Except to the extent specifically addressed otherwise in the limited notice to proceed itself, issuance of any limited notice to proceed shall not abrogate any requirements under PA Section 3.4 (*Conditions to Submittals, Invoices, Commencement of Certain Portions of the Work*). Any work or services performed, or equipment or materials obtained, under any such limited notice to proceed shall be Work, and the Development Entity shall, and shall be deemed to be required to, comply with all

terms and conditions imposed in the written limited notice(s) to proceed as part of the Work. Separate and apart from the above more general limited notice to proceed and notwithstanding anything herein to the contrary, the Department shall, acting reasonably, promptly issue a limited notice to proceed (based on a reasonable request of the Development Entity), with reasonably required conditions authorizing the Development Entity to proceed with that portion of the Design Work that the Development Entity believes is necessary to timely advance its permitting process for the Work.

3.3.4 Notice to Proceed 3

3.3.4.1 Without limiting PA Section 3.3.4.3 (*Additional Provisions pertaining to Construction Work*), the Department will issue NTP3 within five Business Days after the satisfaction of the following conditions by either the Development Entity or the Department, as applicable:

- a. NTP2 has been issued;
- b. all Insurance Policies required under the Contract Documents for the Work have been obtained, are in full force and effect, and the Development Entity has delivered to the Department verification thereof as required under PA Section 17.1.2.4 (*Verification of Coverage*);
- c. The Development Entity has caused to be prepared and delivered to the Department, and the Department has accepted, as applicable, the Submittals of the Project Management Plan required as a condition to NTP3 as set forth in TP Section 3.3.2 (Component Plans as a Condition Prior to NTP3);
- d. The Development Entity has made available the Key Personnel and Required Personnel required to be available as of the date of NTP3, and the Key Personnel and Required Personnel that were required to be available as of the dates of NTP1 and NTP2, respectively, remain available, except and only to the extent approved otherwise by the Department;
- e. Excluding the Provided Environmental Approvals, (i) the Development Entity has received, paid all associated fees for, and (if applicable) achieved or satisfied all conditions under, all applicable Governmental Approvals and other applicable third party approvals necessary to begin the balance of the Work (excluding the Maintenance Work); (ii) all such Governmental Approvals and third party approvals are not subject to appeal which vacates or suspends the validity thereof; (iii) there exists no uncured material violation of the terms and conditions of any such Governmental Approvals or such third party approvals by any Development Entity-Related Entity; (iv) all applicable requirements contained in such Governmental Approvals and such third party approvals for the such applicable portion of the Work have been satisfied; and (v) the Development Entity has furnished to the Department fully executed copies of all such Governmental Approvals and such third party approvals;
- f. The Development Entity has submitted to the Department, and the Department has accepted, the On-the-Job Training Plan;
- g. The Development Entity has established any Project Office to be utilized in accordance with TP Section 3.2.1 (Project Office), any Satellite Office(s) planned to be utilized in connection with the Project in accordance with TP Section 3.2.2 (Satellite Offices), and the Public Information Office in accordance with TP Section 4.7 (Public Information Office);
- h. the P&P Bonds each continue to be in full force and effect;

i. without limiting the Development Entity's right to claim a Compensation Event or Relief Event, if applicable, all required Utility Adjustments that are the responsibility of the Development Entity have been identified;

j. the Development Entity has satisfied all applicable pre-construction requirements required to be performed by the Development Entity under the Contract Documents that are contained in the NEPA Approval and other Governmental Approvals;

k. the Development Entity has delivered to the Department any other Submittals required by the Contract Documents as a condition to issuance of NTP3 and, where applicable, the Development Entity has received Department acceptance thereof;

l. a bringdown letter confirming that all representations and covenants of the Development Entity set forth in PA Section 16.1 (*Development Entity Representations and Covenants*) and PA Section 11.17 (*Engagement of Prior Department Contractors, Design Professionals; No Reliance; No Liability of the Department*) shall be and remain true and correct in all material respects;

m. without limiting the Development Entity's right to claim a Department-Caused Delay, the Department has obtained all required NEPA Approvals for the commencement of the Construction Work;

n. there exists no uncured Development Entity Default for which the Development Entity has received Notice from the Department, unless the Development Entity has a right to cure and is diligently pursuing cure within the applicable cure period; and

o. the Development Entity has provided to the Department at least 14 days advance Notice of the date the Development Entity determines that it will satisfy all of the conditions set forth in this PA Section 3.3.4 (*Notice to Proceed 3*).

3.3.4.2 Without limiting the additional conditions to commencement of certain portions of the Work under PA Section 3.4 (*Conditions to Submittals, Invoices, Commencement of Certain Portions of the Work*) and otherwise set forth in the Contract Documents, issuance of NTP3 authorizes the Development Entity to perform all other Work and activities pertaining to the Project (excluding Maintenance Work, but including Maintenance During Construction).

3.3.4.3 Additional Provisions pertaining to Construction Work. Notwithstanding the foregoing in this PA Section 3.3.4 (*Notice to Proceed 3*):

a. the Department may, in its sole discretion, issue one or more limited notice(s) to proceed prior to one or more of the foregoing conditions to NTP3 being met, under such terms and subject to such conditions as the Department requires within such limited notice(s) to proceed (e.g., geographic limitations, time of year restrictions, insurance requirements, etc.). Except to the extent specifically addressed otherwise in the limited notice to proceed itself, issuance of any limited notice to proceed shall not abrogate any requirements under PA Section 3.4 (*Conditions to Submittals, Invoices, Commencement of Certain Portions of the Work*). Any work or services performed, or equipment or materials obtained, under any such limited notice to proceed shall be Work, and the Development Entity shall, and shall be deemed to be required to, comply with all terms and conditions imposed in the written limited notice(s) to proceed as part of the Work.

b. Generally pursuant to PA Section 7.14 (*Maintenance During Construction*), the Department shall continue to perform maintenance functions within the Project Limits until the date upon which the Development Entity implements a Bridge's Active Work Zone, whereupon the Development

Entity shall be responsible for performance of Maintenance During Construction Work for that portion of the Project Limits that includes the Bridge, it being the Parties' intent that, as each Bridge achieves Bridge Completion, the Development Entity will be performing Maintenance During Construction Work for the entire Project Limits upon the Development Entity's implementation of the last Bridge's first Active Work Zone. The Parties shall determine the geographic limits of the Development Entity's obligation to perform Maintenance During Construction Work with respect to a Bridge prior to the earlier of NTP3 and any limited notice to proceed as pertains to such Bridge.

3.4 Conditions to Submittals, Invoices, Commencement of Certain Portions of the Work.

3.4.1 Conditions to Commencement of Design Work. The following are the only conditions to commencement of any Design Work:

3.4.1.1 the Department has issued NTP2;

3.4.1.2 the Department has received and accepted, each in accordance with the terms set forth in the applicable section of the Technical Provisions, the Submittals under the Submittal Packaging Requirements Database required as a condition to commencement of Design Work;

3.4.1.3 the Department has received and accepted the Development Entity's updated Disadvantaged Business Enterprise Performance Plan;

3.4.1.4 the Development Entity has certified to the Department that all the Development Entity Constituents performing any part of the Design Work hold all necessary or required registrations, permits, or approvals, and valid licenses to practice, as are necessary for performance of such part(s) of the Design Work or are otherwise necessary to comply with the applicable portions of the Technical Provisions;

3.4.1.5 all Governmental Approvals that the Development Entity is obligated to obtain and maintain prior to commencement and performance of any Design Work have been obtained and are in full force and effect;

3.4.1.6 the P&P Bonds each continue to be in full force and effect;

3.4.1.7 all Insurance Policies required under the Contract Documents for the Design Work continue to be in full force and effect; and

3.4.1.8 the Development Entity has otherwise satisfied all other conditions to commencement of Design Work expressly set forth in the Technical Provisions.

3.4.2 Conditions to Commencement of Construction Work. The following are the only conditions to commencement of any Construction Work:

3.4.2.1 the Department has issued NTP3;

3.4.2.2 the Development Entity has certified to the Department that all the Development Entity Constituents performing any part of the Construction Work hold all necessary or required registrations, permits, or approvals, and valid licenses to practice, as are necessary for performance of such part(s) of the Construction Work or are otherwise necessary to comply with the applicable portions of the Technical Provisions;

3.4.2.3 the Department has received and accepted the Development Entity's further updated Disadvantaged Business Enterprise Performance Plan;

3.4.2.4 the Department has reviewed (and accepted, where applicable and so identified under the Submittals Requirements Database) all Submittals required for commencement of the applicable Construction Work package, including specifically all Released for Construction Design Documents for such Construction Work package, in the form and content required by the Technical Provisions. For the avoidance of doubt, if authorized pursuant to a limited notice to proceed under PA Section 3.3.4.3a (*Additional Provisions pertaining to Construction Work*), the Development Entity may be authorized to commence Construction Work on one or more Released for Construction Design Document packages prior to all Release for Construction Design Documents are completed for the full Project;

3.4.2.5 all Governmental Approvals that the Development Entity is obligated to obtain and maintain prior to commencement and performance of any Construction Work have been obtained and are in full force and effect;

3.4.2.6 the NEPA Approvals have been issued in final form and are not subject to appeal (it being understood and agreed that any re-evaluation of any final, non-appealable NEPA Approval under PA Section 6.2.12 (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*) does not constitute the NEPA Approval not being "issued in final form and ... not subject to appeal");

3.4.2.7 the P&P Bonds each continue to be in full force and effect;

3.4.2.8 all rights of access necessary for commencement of Construction Work on the applicable portions of the Project Limits have been obtained;

3.4.2.9 all Insurance Policies required under the Contract Documents for the Construction Work continue to be in full force and effect; and

3.4.2.10 the Development Entity has otherwise satisfied all other conditions to commencement of Construction Work expressly set forth in the Technical Provisions.

For avoidance of doubt, and notwithstanding achievement of all of the foregoing conditions, the Development Entity may not proceed to commence any Construction Work except as authorized pursuant to all applicable Released for Construction Design Document, it being the Parties' intent that limited notices to proceed under PA Section 3.3.4.3a (*Additional Provisions pertaining to Construction Work*) may afford the Development Entity the authorization to commence applicable Construction Work under applicable Released for Construction Design Documents for a portion of the Project.

3.4.3 Conditions to Commencement of Maintenance Work. The following are the only conditions to commencement of any Maintenance Work, in each case, which apply to the applicable Bridge that has achieved Bridge Completion and following Substantial Completion, with respect to the Project:

3.4.3.1 as to a Bridge, Bridge Completion has occurred;

3.4.3.2 as to the balance of the Project, Substantial Completion has occurred;

3.4.3.3 the Department has accepted the final Maintenance Management Plan;

3.4.3.4 the Development Entity has certified to the Department that all individual persons work for or through the Development Entity Constituents that are performing any part of the

Maintenance Work hold all necessary or required registrations, permits, approvals, and valid licenses to practice as are necessary for performance of such part(s) of the Maintenance Work or are otherwise necessary to comply with the Technical Provisions, and as to each, each are in full force and effect;

3.4.3.5 the Development Entity has provided all necessary training of personnel that will be performing the Maintenance Work in accordance with the accepted final Maintenance Management Plan and has provided the Department with copies of training records and course completion certificates issued to each of the relevant personnel;

3.4.3.6 the Development Entity has established, and the Department has accepted, the MMIS, which complies, in all respects, with the applicable requirements and tests pertaining thereto in the Technical Provisions, and the MMIS has is fully operational and accessible by the Department;

3.4.3.7 [Reserved];

3.4.3.8 all Governmental Approvals and other applicable third party approvals that the Development Entity is obligated to obtain and maintain prior to commencement and performance of any Maintenance Work have been obtained and are in full force and effect and there are no uncured material violations of the terms and conditions thereof;

3.4.3.9 all Insurance Policies required under the Contract Documents for the Maintenance Work are placed or, if already placed, continue to be in full force and effect; and

3.4.3.10 the Development Entity has otherwise satisfied all other conditions to commencement of Maintenance Work expressly set forth in the Technical Provisions.

For avoidance of doubt, the conditions set forth in this PA Section 3.4.3 (*Conditions to Commencement of Maintenance Work*) shall not be applicable to the Development Entity's performance of Maintenance During Construction.

3.5 Float

All Float contained in the Baseline Project Schedule shall be considered a jointly owned and shared resource by the Development Entity and the Department, available to the Project, and shall not be considered as time for the exclusive use or benefit of either the Department or the Development Entity (except that the Department shall not use any Float for any Department-Caused Delay). All Float shall be shown as such in the Baseline Project Schedule on each affected schedule path. The Department will have the right to examine the identification of (or failure to identify) Float on the Baseline Project Schedule in determining whether to accept the Baseline Project Schedule. Once identified, the Development Entity shall monitor and account for Float in accordance with the Critical Path Method.

3.6 Project Schedule Updates

The Development Entity shall prepare and deliver each Project Schedule Update as and when required under the Technical Provisions. For avoidance of doubt, Project Schedule Updates do not serve to revise or amend, nor shall be deemed to revise or amend, the Baseline Project Schedule.

3.7 Estoppel for Acceptance of Project Schedule Submittals

Without limiting PA Section 6.3.10 (*Limitations on the Development Entity's Right to Rely*), the Development Entity's obligations under PA Section 3.2 (*Timely Performance; Time is of the Essence*), and, with respect to any claim for additional time or costs in performance of the work, including specifically PA

Article 14 (Relief Events; Compensation Events) or otherwise under the Contract Documents, any acceptance by the Department of any Baseline Project Schedule or Project Schedule Update shall not, and shall not be construed to, bind the Department to any improper logic, improper activity durations, or errors in the expression of the Critical Path or otherwise be used as a defense by or on behalf of the Development Entity in any Dispute hereunder. Without limiting the Development Entity's other obligations under the Contract Documents, the Development Entity shall correct any improper logic, improper activity durations, or errors in its next Baseline Project Schedule Submittal or Project Schedule Update.

3.8 Use of Project Schedule in Relief Event Process

For avoidance of doubt, the Baseline Project Schedule only (and not any Project Schedule Update) is relevant to measuring the duration of any delay hereunder; provided, however, that Project Schedule Updates may be relevant to determining whether the Development Entity mitigated any such delay.

Article 4 THE DEVELOPMENT ENTITY FINANCING; REFINANCING; EQUITY

4.1 Development Entity Right and Responsibility to Finance

4.1.1 The Development Entity may grant security interests in or assign the entire Development Entity's Interest (but not less than the entire Development Entity's Interest) to Lenders for purposes of securing the Project Debt, subject to the terms and conditions contained in this Project Agreement. The Development Entity is strictly prohibited from pledging or encumbering the Development Entity's Interest, or any portion thereof, to secure any indebtedness of any Person other than (a) the Development Entity, (b) any special purpose entity that directly owns the Development Entity but no other assets and has limited purposes and powers solely related to the Project and the Work, (c) the successors and permitted assigns of the Development Entity or any special purpose entity described in clause (b), or (d) the Conduit Issuer.

4.1.2 The Development Entity is solely responsible for obtaining and repaying all financing, at its own cost and risk and without recourse to the Department or the Commonwealth, necessary for the Work that is the Development Entity's responsibility under the Contract Documents, including (a) the design, permitting, development, construction and equipping of D&C Work within the Project Limits, (b) the maintenance, modification, reconstruction, rehabilitation, restoration, renewal and replacement of Maintenance Work within the Maintenance Limits, and (c) the Utility Adjustment Work and legal, technical and financial structuring and solely to the extent, and without prejudice to, the requirements in Section 7.5 (Utilities), in each case in connection with the delivery of the Project. The Development Entity will diligently pursue its obligations to obtain the necessary financing as described in PA Exhibit 5-2 (Financial Plan) to this Project Agreement.

4.1.3 If the Development Entity seeks to utilize TIFIA Loans, then the Development Entity bears all risks relating to a delay in receiving the necessary approvals and for compliance with all Federal Requirements, except as specifically provided otherwise in PA Section 4.7.6 (Failure to Achieve Financial Close).

4.1.4 At the Development Entity's written request, the Department will assist the Development Entity's efforts to obtain (a) necessary federal approvals for PABs, including a modification of the PABs allocation obtained by the Department for the Project to increase the principal amount of such allocation (including assisting in the Development Entity's coordination with the Conduit Issuer), or (b) TIFIA Loans, each in the Department's reasonable discretion.

4.1.5 Except as provided in this Project Agreement, the Development Entity exclusively bears the risk of any changes in interest rates, payment provisions, collateral requirements, financing charges, breakage charges or the other terms of its financing.

4.1.6 Notwithstanding the foreclosure or other enforcement of any security interest created by a Security Document and in each case subject to the Direct Agreement, the Development Entity shall remain liable to the Department for the payment of all sums owing to the Department under this Project Agreement and the performance and observance of all of the Development Entity's covenants and obligations under the Contract Documents.

4.2 No Department Liability

4.2.1 Except for the Conduit Issuer with respect to any Issuer Bonds (and only to the extent of its obligation to apply funds under the Funding Agreements or Security Documents available to pay debt service on such Project Debt), none of the Commonwealth, the Department or any other agency, instrumentality or political subdivision of the Commonwealth, and Constituent of any of them, shall have any obligation to pay debt service on any Project Debt or other debt issued or incurred in connection with the Project or the Contract Documents. The Department shall have no obligation to join in, execute or guarantee any note or other evidence of indebtedness incurred in connection with the Project or this Project Agreement, any other Funding Agreement or any Security Document. In the case of PABs or taxable bonds (collectively "Issuer Bonds") issued by the Conduit Issuer, the Issuer Bonds are limited obligations of the Conduit Issuer, payable solely from and secured exclusively by the revenues and other amounts pledged therefor under the relevant indenture, including the payments to be made by the Development Entity under the loan agreement entered into between the Conduit Issuer and the Development Entity in connection with the loan of the proceeds from the sale of the Issuer Bonds by the Conduit Issuer, and are not payable from taxes or from appropriations made by the General Assembly of the Commonwealth. The Issuer Bonds do not constitute an indebtedness, or a pledge of the faith and credit, of the Department, the Commonwealth, or any political subdivision thereof, within the meaning or application of any constitutional provision or limitation. The obligation of the Development Entity to pay the amount of the principal of, premium, if any, and interest on the Issuer Bonds does not constitute a pledge of the faith, credit or taxing power of the Commonwealth or any political subdivision thereof within the meaning or application of any constitutional provision or limitation. The Department has no taxing authority. The holders or owners of the Issuer Bonds have, individually or collectively, no right to have taxes levied or compel appropriations by the General Assembly of the Commonwealth or any political subdivision of the Commonwealth for the payment of any or all of the amount of such principal of, premium, if any, and interest on the Issuer Bonds.

4.2.2 Except for the Conduit Issuer with respect to any Issuer Bonds (and only to the extent of its obligation to apply funds under the Funding Agreements or Security Documents available to pay debt service on such Project Debt), none of the Commonwealth, the Department or any other agency, instrumentality or political subdivision of the Commonwealth, and no Constituent of any of them, shall have any liability whatsoever for payment of the principal sum of any Project Debt, any interest accrued thereon, or any other sum secured by or accruing under any Funding Agreement or Security Document. Without prejudice to PA Section 16.5 (*Acknowledgement of Lender Rights under the Direct Agreement*), no Lender is entitled to seek any damages or other amounts from the Department, whether for Project Debt or any other amount, under this Project Agreement. The Department's review of any Funding Agreements or Security Documents or other Project financing documents is not a guarantee or endorsement of the Project Debt, and is not a representation, warranty or other assurance as to the ability of any such Person to perform its obligations with respect to the Project Debt or any other obligations issued or incurred by such Person in connection with this Project Agreement or the Project, or any other obligations issued or incurred by such Person in connection with this Project Agreement or the Project.

For the avoidance of doubt, the foregoing does not affect the Department's liability to the Development Entity under PA Article 19 (Termination) and PA Exhibit 4 (Early Termination Dates and Terms for Termination Compensation) for Termination Compensation that is measured in whole or in part by reference to outstanding Project Debt.

4.2.3 Except for the Conduit Issuer with respect to any Issuer Bonds (and only to the extent of its obligation to apply funds under the Funding Agreements or Security Documents available to pay debt service on such Project Debt), none of the Commonwealth, the Department or any other agency, instrumentality or political subdivision of the Commonwealth shall have any obligation to any Lender pursuant to the Contract Documents, Department acknowledging its express obligations to Lenders set forth in the Direct Agreement or in any other instrument or agreement signed by the Department in favor of such Lender or Collateral Agent. Nothing in this Article 4 (The Development Entity Financing; Refinancing; Equity) precludes Lender enforcement of this Project Agreement against the Department where the Lender has succeeded to the rights, title and interests of the Development Entity under the Contract Documents, whether by way of foreclosure, transfer in lieu of foreclosure or another permitted assignment or subrogation.

4.3 Mandatory Terms of Project Debt, Funding Agreements and Security Documents

Project Debt, Funding Agreements, and Security Documents, and any amendments or supplements thereto, shall comply with the following terms and conditions.

4.3.1 The Security Documents may only secure Project Debt, the proceeds of which are obligated to be used exclusively for the purposes of one or more of the following:

4.3.1.1 designing, permitting, building, constructing, improving and equipping the Project, and modifying, maintaining, reconstructing, restoring, rehabilitating, renewing or replacing the Project, performing the Utility Adjustment Work or the Rehabilitation Work, or performing other Work;

4.3.1.2 paying principal of, and interest on, Project Debt;

4.3.1.3 amounts stipulated under the PDA as being payable from the proceeds of Project Debt at Financial Close;

4.3.1.4 paying fees, make-whole amounts, breakage costs and premiums to any Lender of the Project Debt or such Lender's agents;

4.3.1.5 paying costs and fees in connection with the closing and administering of any Project Debt;

4.3.1.6 making payments due under the Contract Documents to the Department or any other Person, including paying under any payment obligations to Contractors, Subcontractors, Suppliers, and other subcontractors, advisors, consultants, or suppliers under agreements entered into with respect to the Project;

4.3.1.7 making payment of Taxes;

4.3.1.8 funding reserves required under this Project Agreement, Funding Agreements, Security Documents, applicable securities laws, or Environmental Laws;

4.3.1.9 making Distributions (as may be permitted under this Project Agreement, the Funding Agreements or Security Documents); and

4.3.1.10 Refinancing any existing Project Debt.

4.3.2 The Security Documents may only secure Project Debt and Funding Agreements issued and the collateral secured thereunder may be granted or pledged solely by one or more of the following: (a) the Development Entity, (b) any HoldCo, (c) the Conduit Issuer, and (d) the successors and permitted assigns of the Development Entity or any HoldCo or (e) the Conduit Issuer.

4.3.3 Project Debt under a Funding Agreement and secured by a Security Document must be held only by Institutional Lenders who qualify as such at the date the Security Document is executed and delivered (or, if later, at the date any such Institutional Lender becomes a party to the Security Document), except that (a) investors other than Institutional Lenders may acquire and hold interests in Project Debt, but only if an Institutional Lender acts as Collateral Agent for such Project Debt, (b) Issuer Bonds may be issued, acquired and held by parties other than Institutional Lenders, but only if an Institutional Lender acts as bond trustee for the Issuer Bonds, and (c) Subordinate Debt held by any Equity Member or an Affiliate is not subject to this provision.

4.3.4 The Security Documents, as a whole, securing each separate issuance of debt shall encumber the entire Development Entity's Interest, provided that the foregoing does not preclude entry by the Development Entity into subordinate Security Documents (such subordination to be in accordance with the terms set forth in the Funding Agreements).

4.3.5 No Security Document or other instrument purporting to mortgage, pledge, encumber, or create a Lien on or against the Development Entity's Interest shall extend to or affect the right, title and interest of the Department in the Project, the Project Limits, or the Department's rights or interests under the Contract Documents.

4.3.6 Each note, bond or other negotiable or non-negotiable instrument evidencing Project Debt, or evidencing any other obligations issued or incurred by any Person described in this PA Section 4.3 (*Mandatory Terms of Project Debt, Funding Agreements and Security Documents*) in connection with this Project Agreement or the Project must include or refer to a document controlling or relating to the foregoing that includes a conspicuous recital on its face (i) in the case of Project Debt, to the effect that payment of the principal thereof and interest thereon is a valid claim only as against the obligor and the security pledged by the Development Entity or the obligor therefor, is not an obligation, moral or otherwise, of the Commonwealth, the Department, any other agency, instrumentality (other than as a limited obligation of the Conduit Issuer) or political subdivision of the Commonwealth, or any elected official, member, director, officer, employee, agent or representative of any of them, and neither the full faith and credit nor the taxing power, and no assets, of the Commonwealth, the Department, or any other agency, instrumentality (other than as a limited obligation of the Conduit Issuer) or political subdivision of the Commonwealth is pledged to the payment of the principal thereof and interest thereon, (ii) with respect to Project Debt consisting of Issuer Bonds issued by the Conduit Issuer, (a) the Issuer Bonds are special and limited obligations of the Conduit Issuer, payable solely from and secured exclusively by the revenues and other amounts pledged therefor under the relevant indenture, including the payments to be made by the Development Entity under the loan agreement entered into between the Conduit Issuer and the Development Entity in connection with the loan of the proceeds from the sale of the Issuer Bonds by the Conduit Issuer and are not payable directly from taxes or appropriations made by the General Assembly of the State, and (b) the Issuer Bonds do not constitute an indebtedness, or a pledge of the faith and credit, of the Department, the Commonwealth or any political subdivision thereof within the meaning or application of any constitutional provision or limitation, (c) the obligation of the Development Entity to pay the amount of the principal of, premium, if any, and interest on the Issuer Bonds does not constitute a pledge of the faith, credit or taxing power of the Commonwealth or any political subdivision thereof within the meaning or application of any constitutional provision or limitation, (d) the Department has no

taxing authority, and (e) the holders or owners of the Issuer Bonds have, individually or collectively, no right to have taxes levied or compel appropriations by the General Assembly of the Commonwealth or any political subdivision of the Commonwealth for the payment of any or all of the amount of such principal of, premium, if any, and interest on the Issuer Bonds.

4.3.7 Each Funding Agreement and Security Document containing provisions regarding default by the Development Entity shall require that if the Development Entity is in default thereunder and the Collateral Agent gives notice of such default to the Development Entity, then the Collateral Agent shall also give concurrent notice of such default to the Department. Each Funding Agreement and Security Document that provides Lender remedies for default by the Development Entity shall require that the Collateral Agent deliver to the Department, concurrently with delivery to the Development Entity or any other Person, every notice of election or enforcement of remedies, including any election or notice of sale or foreclosure, or any other notice required by Law or by the Security Document in connection with the exercise of remedies under the Funding Agreement or Security Document.

4.3.8 No Funding Agreement or Security Document that may be in effect during any part of the period that the Handback Requirements apply shall grant to the Lender any right to apply funds in the Handback Requirements Reserve Account or to apply proceeds from any Handback Requirements Letter of Credit to the repayment of Project Debt, to any other obligation owing the Lender or to any other use except the uses set forth in PA Section 10.13.5 (*Use*), and any provision purporting to grant such right shall be null and void, provided, however, that (a) any Lender or Substituted Entity shall, following foreclosure or transfer in lieu of foreclosure, automatically succeed to all rights, claims and interests of the Development Entity in and to the Handback Requirements Reserve Account, and (b) a Funding Agreement or Security Document may create such rights regarding excess funds described in PA Section 10.13.6.2 (*Disposition at End of Term*).

4.3.9 Each relevant Funding Agreement and Security Document that may be in effect during any part of the period that the Handback Requirements apply shall expressly permit, without condition or qualification, the Development Entity to (a) use and apply funds in the Handback Requirements Reserve Account in the manner contemplated by the Contract Documents and (b) issue additional Project Debt, secured by the Development Entity's Interest, for the added limited purposes of funding work pursuant to Handback Requirements, and (c) otherwise comply with its obligations in the Contract Documents regarding Rehabilitation Work, the Rehabilitation Work Schedule, the Handback Requirements and the Handback Requirements Reserve Account. Subject to the foregoing, any protocols, procedures, limitations and conditions concerning draws from the Handback Requirements Reserve Account set forth in any Funding Agreement or Security Document or the issuance of additional Project Debt as described in clause (b) above shall be consistent with the permitted uses of the Handback Requirements Reserve Account, and shall not constrain the Development Entity's or Department's access thereto for such permitted uses, even during the pendency of a default under the Funding Agreement or Security Document. For the avoidance of doubt:

4.3.9.1 the Lenders then holding Project Debt may limit additional Project Debt if certain general accepted financial covenants or other criteria acceptable to the Lenders are not satisfied;

4.3.9.2 no Lender then holding Project Debt is required hereby to grant *pari passu* Lien or payment status to any such additional Project Debt; and

4.3.9.3 the Lenders then holding Project Debt may impose reasonable and customary requirements as to performance and supervision of the Work that are no more onerous than those set forth in their respective existing Funding Agreements or Security Documents.

4.3.10 Each Funding Agreement and Security Document shall expressly state that the Lender shall not name or join the Department, any other agency, instrumentality (other than the Conduit Issuer) or political subdivision of the Commonwealth, or any elected official, member, director, officer, employee, agent or representative of any of them in any legal proceeding seeking collection of the Project Debt or other obligations secured thereby or the foreclosure or other enforcement of the Funding Agreement or Security Document.

4.3.11 Each Funding Agreement and Security Document shall expressly state that the Lender shall not seek any damages or other amounts from the Department, any other agency, instrumentality (other than the Conduit Issuer) or political subdivision of the Commonwealth, or any elected official, member, director, officer, employee, agent or representative of any of them, whether for Project Debt or any other amount, except (a) damages from the Department only for a violation by the Department of its express obligations to Lenders set forth in this Project Agreement, any Direct Agreement, or any other instrument entered into by such entity in favor of such Lender and (b) amounts due from the Department under this Project Agreement where the Lender has succeeded to the rights and interests of the Development Entity under the Contract Documents, whether by way of assignment or subrogation. The Department shall be entitled to take reasonable steps to ensure the Development Entity's compliance with this PA Section 4.3.11 (*Mandatory Terms of Project Debt, Funding Agreements and Security Documents*), including contacting the Lender prior to execution of the Funding Agreement and Security Document.

4.3.12 Each Funding Agreement and Security Document shall expressly state that the Lender and the Collateral Agent shall respond to any request from the Department or the Development Entity for consent to a modification or amendment of any of the Contract Documents within a reasonable period of time.

4.4 Refinancing

4.4.1 Right of Refinancing. The Development Entity from time to time may conduct Refinancings under the Funding Agreements, subject to the Department's prior written approval except in the case of Exempt Refinancings and Rescue Refinancings (which are not subject to the Department's approval). The Department shall have no obligations or liabilities in connection with any Refinancing under this Project Agreement. If the Refinancing is with a new Lender, the new Lender may be added to an existing Direct Agreement or the Department shall enter into a new Direct Agreement with the new Lender, if such Lender so elects.

4.4.2 Notice of Refinancing

4.4.2.1 In connection with any proposed Refinancing, except an Exempt Refinancing, the Development Entity shall submit the information required to the Department in accordance with, as and when required under, PA Exhibit 5-3 (*Calculation and Payment of Refinancing Gain*).

4.4.2.2 At least 60 days prior to the proposed date for closing any Refinancing except an Exempt Refinancing under clauses (c), (d), (e), (f), or (g) of the definition of Exempt Refinancing, the Development Entity shall submit to the Department draft proposed Funding Agreements and Security Documents and the Pre-Refinancing Data, and any other matters required by PA Exhibit 5-3 (*Calculation and Payment of Refinancing Gain*). The Development Entity shall concurrently provide Notice to the Department if the Development Entity believes the Refinancing is an Exempt Refinancing or Rescue Refinancing, and include in such Notice facts to support the basis on which the Development Entity asserts such belief.

4.4.2.3 Within 21 days after receipt of the materials required under PA Section 4.4.2.2 (*Notice of Refinancing*), the Department will review and determine on whether the proposed Refinancing is an Exempt Refinancing or Rescue Refinancing, and if neither, the Department will determine whether to approve or disapprove the proposed Refinancing. If it is determined by the Department, acting reasonably, that a Refinancing is an Exempt Refinancing then the Development Entity will be entitled to proceed with, and achieve financial close on, any such Exempt Refinancing without any approval by the Department. If approved, the Department will determine whether the proposed Refinancing will result in a Refinancing Gain, and if so, will select the means for payment of its portion of the Refinancing Gain. The Department's failure to deliver to the Development Entity Notice of such determination and selection within such time period shall not prejudice the Department's right to disapprove the proposed Refinancing or to receive its portion of Refinancing Gain, if any, or its selection of the means for payment of such portion. For the avoidance of doubt, in the event the Parties agree that a proposed Refinancing is an Exempt Refinancing or a Rescue Refinancing, the Department approval shall not be required for such Refinancing, provided, however, that the requirements set forth in PA Section 4.4.2.4 through PA Section 4.4.2.7 (*Notice of Refinancing*), shall be applicable to such Exempt Refinancing or Rescue Refinancing. The determination as to whether any Refinancing is an Exempt Refinancing or a Rescue Refinancing shall be at the reasonable discretion of the Department.

4.4.2.4 The Development Entity shall submit to the Department final drafts (subject to closing details and information to be populated by the date of closing) of the proposed Funding Agreements and Security Documents, together with updated versions of the Pre-Refinancing Data, not later than seven days (or such other time period reasonably agreed between the Parties) prior to the proposed date for closing the Refinancing.

4.4.2.5 The Development Entity shall deliver to the Department, not later than 10 days after close of the Refinancing, copies of all signed Funding Agreements and Security Documents in connection with the Refinancing, and the Refinancing Data.

4.4.2.6 The Development Entity shall include with each submission of Pre-Refinancing Data and Refinancing Data, the Financial Model showing how the Development Entity has calculated the Refinancing Gain, if any, following the procedures set forth in PA Exhibit 5-3 (*Calculation and Payment of Refinancing Gain*), and any other matters required by PA Exhibit 5-3 (*Calculation and Payment of Refinancing Gain*).

4.4.2.7 If the Parties fail to agree on the final calculation of the Refinancing Gain, such Dispute shall be resolved according to the Dispute Resolution Procedures.

4.4.3 Refinancing Limitations, Requirements and Conditions

4.4.3.1 Other than an Exempt Refinancing, a Rescue Refinancing, no Refinancing is permitted prior to the Final Acceptance Date, unless otherwise approved by the Department.

4.4.3.2 The Department shall have the right to deny any Refinancing, which is neither an Exempt Refinancing nor a Rescue Refinancing, that increases the Department's liabilities.

4.4.3.3 The Department will reasonably assist the Development Entity in undertaking any Refinancing, including a Exempt Refinancing or Rescue Refinancing, including through the provision of documents within its possession or control that are required to comply with any disclosure requirements under applicable Law in connection with the issuance of any Issuer Bonds or other capital markets issuance, as well as the delivery of information, legal opinions and continuing disclosure undertakings, as applicable.

4.4.3.4 If the Department renders any assistance or performs any requested activity in connection with a Refinancing, then concurrently with close of the permitted Refinancing, and as a part of any closing waterfall for any permitted Refinancing, the Development Entity shall reimburse the Department all of Department Recoverable Costs incurred in connection therewith, by offset, payment to the Department, or such other mechanism to be determined by the Department. If for any reason the Refinancing does not close, the Development Entity shall reimburse such Department Recoverable Costs within 45 days after the Department delivers to the Development Entity a written invoice and demand therefor.

4.4.3.5 The Development Entity shall bear all risks for any Refinancing that negatively affects its Equity IRR, debt coverage ratios, or financial performance.

4.5 Refinancing Gain Sharing; Debt Prepayment

4.5.1 Refinancing Gain Sharing. Except in connection with the first Refinancing and for any Project Debt prepayments under PA Section 4.5.2 (Debt Prepayment), the Department shall be entitled to receive a payment equal to 50% of any Refinancing Gain attributable to any Refinancing other than an Exempt Refinancing. For avoidance of doubt, any TIFIA Loan or Issuer Bonds refinancing contemplated in the Initial Base Case Financial Model or the Base Case Financial Model will be subject to Refinancing Gain sharing. For the first Refinancing, the Department shall be entitled to receive a payment equal to 85% (less the Development Entity's actual costs in pursuing the first Refinancing) of any Refinancing Gain attributable solely to the first Refinancing other than an Exempt Refinancing, and for all subsequent Refinancings the Department will only be entitled to the 50% described in the first sentence above

4.5.2 Debt Prepayment. The Department shall be entitled, in its sole discretion, to prepay any or all of the Project Debt, which will require the Development Entity, following actual receipt of such prepayment amount, to prepay such portion of the Development Entity's Project Debt (an "Prepayment Event"). An Prepayment Event shall not constitute a Refinancing, and the Development Entity shall have no entitlement to any Refinancing Gain sharing under PA Section 4.5.1 (Refinancing Gain Sharing) for such Prepayment Event. Notwithstanding the foregoing, the Department agrees that the Development Entity shall prepay the portion of the Development Entity's Project Debt under the Prepayment Event in accordance with the terms, and subject to the conditions, of the Funding Agreements. The Development Entity's transaction costs and Breakage Costs actually incurred in connection with such Prepayment Event will be paid to the Development Entity by the Department (or netted out of the prepayment amount) no later than the actual date of prepayment further to any such Prepayment Event. Following receipt of a Notice from the Department describing the details of a planned Prepayment Event, the Development Entity will provide the Department: (a) with a Financial Model Update and (b) the calculation of the expected transaction costs and Breakage Costs, if any, and the applied principal prepayment of the Project Debt amount. The Financial Model Update will include a detailed calculation of adjustments to the Availability Payment, which shall take effect upon the effectiveness of the prepayment of the Development Entity's Project Debt in connection with such Prepayment Event.

4.5.3 Department Election. The Department may elect to receive the Department share of any Refinancing Gain as either:

4.5.3.1 a lump-sum payment made on the closing date of the Refinancing;

4.5.3.2 a reduction in Availability Payments over the remainder or a portion of the

Term; or

4.5.3.3 a combination of PA Section 4.5.3.1 and PA Section 4.5.3.2 (*Refinancing Gain Sharing; Debt Prepayment*).

4.6 Equity Requirements

The Development Entity shall have and maintain Committed Investment totaling an amount which may be greater than, but not less than 8% of the sum of: (a) Committed Investment plus (b) Project Debt, except to the extent:

4.6.1 the Department otherwise approves in writing in its sole discretion;

4.6.2 the Development Entity must reduce the amount of Committed Investment below 8% as part of a workout of a breach or default under the Funding Agreements or Security Documents; or

4.6.3 the amount of Committed Investment is reduced below 8% because the Development Entity incurs additional Project Debt pursuant to a Rescue Refinancing or Change Order that the Department requests the Development Entity to under PA Article 14 (*Relief Events; Compensation Events*).

4.7 Financial Close

4.7.1 Financial Close Security and Financial Close Rating Letters

4.7.1.1 The Parties acknowledge that security for Financial Close is held by the PDA Entity, and the Development Entity's failure to achieve Financial Close for the Project constitutes a basis to draw upon the Financial Close Security as set forth in and in accordance with the PDA and Section 19.12.2.2 of this Agreement.

4.7.1.2 Prior to and as a condition precedent to the Department's execution of this Project Agreement, the PDA Entity delivered, as part of the Package Proposal, commitment letters, financial strength information, an indicative rating letter from at least one Rating Agency (identified herein as an eligible and qualified Rating Agency) indicating that each Project Debt obligation has been rated investment grade (e.g., at least BBB-, Baa3) and the Initial Base Case Financial Model. The Development Entity acknowledges that the Department has relied upon these deliverables as a material inducement to enter into this Project Agreement. In the event that, prior to Financial Close, the Development Entity becomes aware or has reasonable reason to believe that an adverse change to any such information conveyed in such deliverables has occurred or would occur, the Development Entity shall notify the Department promptly, but in no event fewer than three Business Days following the date on which it became aware or should have reasonably become aware of such occurrence. In the event such adverse change objectively will materially and adversely impact the Development Entity's ability to achieve Financial Close and materially adversely impacts the Project or the Department, then Department shall have no obligation to authorize Financial Close until the Development Entity shall have remedied or mitigated the effects of such adverse change in a commercially reasonable manner to enable the Development Entity's assurance that it will be able to achieve a successful Financial Close. As between the Department and the Development Entity, where such adverse change was not due to a Relief Event or a Compensation Event, then the Development Entity shall bear the full risk for any delays or costs arising from such an event, and such an event shall not form the basis for a Compensation Event or Relief Event.

4.7.2 The Development Entity Financial Close Notice; Department Notice Extending Financial Close

4.7.2.1 The Development Entity shall (a) keep the Department well-informed as to the status of Financial Close and progress with finalizing the Funding Agreements and Security Documents with Lenders; and (b) give the Department reasonable, prior Notice (the "Development Entity FC Notice") of the date scheduled for Financial Close, which date shall not be later than March 31, 2023.

4.7.2.2 If the Department desires to extend the date for Financial Close set out in the Development Entity FC Notice, the Department shall give to the Development Entity Notice thereof (the "Department FC Notice") at least 30 days' prior to the date scheduled for Financial Close as set forth in the Development Entity FC Notice, which Department FC Notice shall set propose the new scheduled date for Financial Close, which date shall not exceed 180 days from the (latest of the) effective date(s) of the initial commitment letter(s) of any applicable Lender commitment letter(s), and the Department and Development Entity shall thereafter reasonably cooperate to agree upon a new scheduled date for Financial Close and the Development Entity shall extend the Financial Close Security to the new scheduled date for Financial Close. In the event the Effective Date occurs after a date which is 45 days before the date scheduled for Financial Close as set forth in the Package Proposal, the Development Entity shall have a day for day extension to give the Development Entity FC Notice and there shall be a day for day extension of the date scheduled for Financial Close.

4.7.2.3 If the new date scheduled for Financial Close as set forth in the Department FC Notice to the Development Entity occurs after the date of expiration of any commitments of Lenders contained in the Package Proposal, and such extension results from (a) a delay in the Effective Date as described in PA Section 4.7.2.2 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*), (b) any of the events described in PA Section 4.7.6 (*Failure to Achieve Financial Close*), or (c) Department convenience (not necessitated by any breach of this Project Agreement or delay with respect to which the Development Entity is responsible), to a date that occurs after the date of expiration of any commitments of Lenders contained in the Package Proposal, the Development Entity shall conduct negotiations, and use commercially reasonable efforts to procure, its Lender(s) to renew or extend their commitments to the new scheduled date for Financial Close as set forth in the Department FC Notice which negotiations (i) shall be transparent and open to the Department, and (i) shall have the key objective of (A) extending the expiration date of the commitments as needed for Financial Close, and (B) maintaining the other existing commitments included in the Package Proposal. Any major deviations from the original commitments may be accepted or rejected in the good faith discretion of the Department.

4.7.3 Obligation of the Development Entity to Achieve Financial Close

Unless the Development Entity or the Department elects to terminate this Project Agreement pursuant to PA Section 19.12.1 (*Termination for Failure of Financial Close*), the Development Entity shall be unconditionally obligated to enter into the Initial Funding Agreements and Initial Security Documents and complete closing for all the Initial Project Debt, in a total amount which, when combined with all Committed Investment, the mobilization payment under PA Section 5.5 (*Mobilization Payment*), and the Milestone Payment, is sufficient to fund all capital requirements set forth in the Financial Model, by not later than the Financial Close Deadline.

4.7.4 Conditions to Financial Close

4.7.4.1 Conditions for the Benefit of the Department. The occurrence of Financial Close is subject to the satisfaction of each of the following conditions, unless waived in writing by the Department:

a. the Development Entity has completed all necessary steps to obtain and close the Issuer Bonds;

b. the Development Entity has delivered to the Department for review and comment drafts of those proposed Initial Funding Agreements and Initial Security Documents that will contain the material commercial terms relating to the Initial Project Debt not later than 30 days prior to the proposed date for Financial Close (as may be adjusted pursuant to PA Section 4.7.2 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*));

c. the Development Entity has delivered to the Department an update of the audit and opinion obtained from the independent model auditor that provided to the Development Entity an opinion on suitability of the Financial Model, which update shall (a) be co-addressed to the Department, (b) expressly identify the Department as an entity entitled to rely thereon, and (c) take into account only the change in the Base MAP and differences between the financial terms assumed in the Financial Model and the financial terms obtained through negotiations with the Lender(s) as described in PA Section 4.7.2 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*), if applicable, as well as provided for in PA Section 4.7.7 (*Impacts to Base MAP*);

d. the Development Entity has delivered to the Department a true and complete executed copy of each Direct Agreement requested by the Lenders, if any;

e. all applicable parties have entered into and delivered the Initial Funding Agreements and Initial Security Documents (except to the extent that such documents are not required to be executed on such date) meeting the requirements of this Project Agreement, and the Development Entity has delivered to the Department true and complete copies of the executed Initial Funding Agreements and Initial Security Documents (other than minor ancillary documents normally delivered after Financial Close and containing no new material commercial terms);

f. the Development Entity shall have delivered to the Department such documents and certificates as the Department may reasonably request evidencing the good standing of the Development Entity and the authorization of the entry by the Development Entity into each of the Initial Funding Agreements and Initial Security Documents as well as the Direct Agreement;

g. the Development Entity shall have provided to the Department bringdowns of the legal opinions delivered by the Development Entity at the Effective Date;

h. all representations and covenants of the Development Entity set forth in PA Section 16.1 (*Development Entity Representations and Covenants*) and PA Section 11.17 (*Engagement of Prior Department Contractors, Design Professionals; No Reliance; No Liability of the Department*) shall be and remain true and correct in all material respects;

i. there exists no uncured Development Entity Default for which the Development Entity has received Notice from the Department, unless the Development Entity has a right to cure and is diligently pursuing cure within the applicable cure period;

j. the Development Entity shall have provided to the Department the Financial Model Update described in PA Section 4.7.8 (*Financial Model Update Following Financial Close*); and

k. no adverse change to any investment grade rating applicable to the Initial Project Debt as set forth in PA Section 4.7.1.2 (*Financial Close Security and Financial Close Rating Letters*) shall have occurred, unless either caused by (i) the Department or the Commonwealth, or (ii) any event described

under PA Section 4.7.6 (*Failure to Achieve Financial Close*) and the Development Entity shall have taken remedial action as required under PA Section 4.7.1.2 (*Financial Close Security and Financial Close Rating Letters*).

4.7.4.2 Conditions for the Benefit of the Development Entity. The occurrence of Financial Close is subject to the satisfaction of each of the following conditions, unless waived in writing by the Development Entity:

a. the Department shall have provided to the Development Entity and the Lenders legal opinion(s) addressed to the Development Entity and the Lenders in substantially the form attached hereto as PA Exhibit 5-6 (*Form of Department Legal Opinion*) and otherwise reasonably approved;

b. the Department shall have provided to the Development Entity and the Lenders a bringdown certificate in substantially the form hereto attached as PA Exhibit 5-5 (*Department Bringdown Certificate*);

c. to the extent that the Development Entity proposes to utilize Issuer Bonds (including PABs) to finance the Project, and subject always to the Development Entity's reasonable cooperation with the Department, the Department shall have authorized (or procured authorization for) the Development Entity to include in the preliminary and final official statement or other offering documents for the Issuer Bonds the relevant information with respect to the Department, and the Commonwealth, if applicable, at the time of the publication of such offering materials and provided such documents and information required to comply with the disclosure requirements under applicable Laws, including providing customary certificates and opinions regarding such disclosure (including all 10b-5 certificates and opinions) and entering into continuing disclosure agreements related to the Issuer Bonds;

d. the Department shall have provided reasonable assistance to the Development Entity as reasonably necessary to achieve Financial Close, including through the provision of relevant documents, within its possession or control that are required to comply with any disclosure requirements under applicable Law in connection with the issuance of any Issuer Bonds or other capital markets issuance;

e. subject to the Development Entity's delivery of executed counterparts of the Direct Agreement, the Department shall have provided the Development Entity with counterparts to the Direct Agreement executed by the Department; and

f. the representations and covenants of the Department in PA Section 16.2 (*Department Representations and Covenants*) shall be and remain true and correct in all material respects.

4.7.5 Notice of Financial Close

The Development Entity shall provide the Department with Notice of the Development Entity's satisfaction of the conditions set forth in PA Section 4.7.4 (*Conditions to Financial Close*) within one Business Day after all such conditions are satisfied.

4.7.6 Failure to Achieve Financial Close

The Development Entity's obligation to achieve Financial Close by the Financial Close Deadline is excused only if such failure is directly attributable to one of the following and in such event either (i) this Project Agreement may be terminated pursuant to PA Section 19.12.1 (*Termination for Failure of Financial Close*) or (ii) where requested by the Development Entity, and it is still practicable to achieve Financial

Close following an extension to the Financial Close Deadline, the Financial Close Deadline will be extended:

4.7.6.1 if the Development Entity has conducted negotiations with the Lender(s) to extend or renew the commitments as described in PA Section 4.7.2.3 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*), but despite such efforts, the Development Entity is unable to close financing for the Project in the amount indicated in PA Exhibit 5-2 (*Financial Plan*);

4.7.6.2 the occurrence of a Relief Event or Compensation Event that directly and adversely impacts the Development Entity's ability to achieve Financial Close by the Financial Close Deadline;

4.7.6.3 the Department's failure to provide the Provided Environmental Approvals prior to the Financial Close Deadline or where there is litigation challenging the NEPA approvals for the Project that is filed before lapse of the applicable statute of limitations and remains pending as of the Financial Close Deadline;

4.7.6.4 the occurrence of extraordinary circumstances in the financial markets that occurs and continues after the Effective Date and, which occur at a time and which have a duration which will directly impact Financial Close that (a) results in material and substantial cessation of lending activity in national or relevant international capital or interbank markets; and (b) causes a material adverse effect on the Development Entity's ability to reach Financial Close by the Financial Close Deadline;

4.7.6.5 except where caused by the Development Entity's breach of this Project Agreement, if the Development Entity's initial plan to finance the Project includes PABs, (a) the expiration of the USDOT-approved PABs allocation despite the Development Entity's commercially reasonable efforts to obtain an extension of the PABs allocation, (b) the withdrawal, rescission or revocation of the USDOT-approved PABs allocation, or (c) such allocation by USDOT is in an amount less than the amount of PABs included in the Development Entity's plan to finance the Project;

4.7.6.6 the Department has failed to satisfy any of its obligations described in PA Section 4.7.4.2 (*Conditions for the Benefit of the Development Entity*) by the Financial Close Deadline; or

4.7.6.7 a credit downgrade to the Commonwealth that causes a material adverse effect on the Development Entity's ability to reach Financial Close, by the Financial Close Deadline;

in each case, where the Development Entity has satisfied, or is prepared to satisfy prior to the Financial Close Deadline, all of the conditions precedent to Financial Close set forth in PA Section 4.7.4.1 (*Conditions for the Benefit of the Department*), other than those obligations of the Development Entity that are incapable of being satisfied because of the Department's failure to satisfy its obligations described in PA Section 4.7.4.2 (*Conditions for the Benefit of the Development Entity*) or otherwise due to the events described above.

4.7.7 Impacts to Base MAP

Subject to PA Section 4.7.8 (*Financial Model Update Following Financial Close*), PA Section 4.7.9 (*Adjustments to Financing Terms*) as well as the Department's rights to terminate under PA Section 19.12.1 (*Termination for Failure of Financial Close*), the Department will bear the risk and have the benefit of the following:

4.7.7.1 100% of the impact (either positive or negative) on the Base MAP of changes in the base interest rates set forth in PA Exhibit 5-2 (*Financial Plan*) (the "base interest rates") for the Interest Rate Protection Period. The interest rate adjustment and change to the Base MAP will be based on the movement, if any, in the base interest rates. The Development Entity and the Department shall both adjust the Initial Base Case Financial Model as of the last day of the Interest Rate Protection Period to reflect the changes (if any) in the base interest rates and any revisions approved by the Parties, but not any potential errors identified as part of the updated audit provided pursuant to PA Section 23.2.2 (*Model Audits*);

4.7.7.2 Subject to the Department's good faith approval, 100% of the impact (either positive or negative) on the Base MAP as a result of any changes in the TIFIA Commercial Terms assumed and indicated in the Initial Base Case Financial Model and in the Development Entity's financial plan as set forth in PA Exhibit 5-2 (*Financial Plan*) and the TIFIA Commercial Terms as reflected in the TIFIA loan agreement that are directly attributable to changes in TIFIA policy or TIFIA credit underwriting standards between the date of the Package Proposal and Financial Close;

4.7.7.3 100% of the impact (either positive or negative) on the Base MAP as a result of changes in the indicative credit ratings assumed and indicated in the Initial Base Case Financial Model and in the Development Entity's financial plan as set forth in PA Exhibit 5-2 (*Financial Plan*) and the final credit ratings of the Initial Project Debt that are solely attributable to and a direct result of changes in the Commonwealth's credit ratings (as evidenced by supporting information from the Development Entity and its advisors);

4.7.7.4 100% of the impact (either positive or negative) on the Base MAP of the differences between the credit spreads for any bonds (whether PABs or taxable bonds) assumed and indicated in the Initial Base Case Financial Model and in the Development Entity's financial plan as set forth in PA Exhibit 5-2 (*Financial Plan*) and the credit spreads for PABs or taxable bonds as obtained at Financial Close or the date of the execution of the bond purchase agreement relating to the purchase and sale of the PABs or taxable bonds at which point such credit spreads are fixed. The Department will not bear any credit spread risk for Project Debt consisting of bank loans, private placements or any other form of debt financing where committed credit spreads are available; and

4.7.7.5 75% of the net savings or reduction to the Base MAP due to any changes in financial terms assumed and indicated in the Initial Base Case Financial Model and in the Development Entity's financial plan as set forth in PA Exhibit 5-2 (*Financial Plan*), and the financial terms of the Initial Project Debt and initial Funding Agreements as obtained at Financial Close.

4.7.8 Financial Model Update Following Financial Close

The Parties will use the Initial Base Case Financial Model to calculate the change under PA Section 4.7.7 (*Impacts to Base MAP*), positive or negative, in the Base MAP. The Parties shall make such calculation and produce the Base Case Financial Model and Base Case Equity IRR at Financial Close as follows:

4.7.8.1 First Interim Base MAP. Holding the Initial Base Case Equity IRR constant, the Initial Base Case Financial Model shall be run to solve for the First Interim Base MAP inputting changes, if any, pursuant to PA Sections 4.7.7.1, 4.7.7.2 and 4.7.7.3 (*Impacts to Base MAP*);

4.7.8.2 Second Interim Base MAP. Holding the Initial Base Case Equity IRR constant, the financial model used to calculate the First Interim Base MAP shall be updated to solve for a Second Interim Base MAP inputting changes, if any, pursuant to PA Section 4.7.7.4 (*Impacts to Base MAP*);

4.7.8.3 Third Interim Base MAP. Holding the Initial Base Case Equity IRR constant, the financial model used to calculate the Second Interim Base MAP shall be updated to solve for a Third Interim Base MAP inputting changes, if any, pursuant to PA Section 4.7.7.5 (Impacts to Base MAP); and

4.7.8.4 Base MAP. The Base MAP shall be calculated as the sum of (a) the First Interim Base MAP, plus (b) 100% of the difference (positive or negative) between the Second Interim Base MAP and the First Interim Base MAP, plus (c) 75% of the difference (negative only) between the Third Interim Base MAP and the Second Interim Base MAP:

Base MAP = First Interim Base MAP + (Second Interim Base MAP – First Interim Base MAP) x 100% + the lesser of: (i) \$0 and (ii) (Third Interim Base MAP – Second Interim Base MAP) x 75%

4.7.8.5 The financial model used to calculate the Third Interim Base MAP shall be updated by inputting (i) the Base MAP determined under PA Section 4.7.8.4 (Financial Model Update Following Financial Close) (holding the Base MAP constant), (ii) final credit spreads for any other Initial Project Debt that is not entitled to credit spread risk sharing pursuant to PA Section 4.7.7.4 (Impacts to Base MAP), and (iii) all other changes in terms (financing and otherwise) for which the Development Entity bears 100% of the risk/benefit. The resulting financial model shall be the Base Case Financial Model and the resulting internal rate of return on equity shall be the Base Case Equity IRR.

4.7.9 Adjustments to Financing Terms

Except as provided in this Project Agreement (including under PA Section 4.7.7 (Impacts to Base MAP)), including in connection with a Compensation Event, the Department shall not bear the cost of any changes to the debt structure and terms prior to Financial Close that constitute a deviation from the debt structure terms reflected in the Initial Base Case Financial Model, and the Department reserves the right to approve any adjustment to financing terms relative to the Initial Base Case Financial Model. Furthermore, and notwithstanding anything in the foregoing to the contrary, the Department shall have approval rights over any changes in financing structure and terms that would increase the Department's exposure or liability for Termination Compensation compared to the Financial Plan accepted under the Package Proposal.

4.7.10 TIFIA Commercial Terms

4.7.10.1 In connection with any TIFIA Loan included as Project Debt, the Development Entity shall use its best efforts to (a) secure the most competitive TIFIA Commercial Terms available for the TIFIA Loan; (b) ensure that the TIFIA loan agreement does not contain any material conditions precedent to execution and delivery.

4.7.10.2 Any deviations between the TIFIA Commercial Terms included in the Package Proposal and the final TIFIA Commercial Terms will be subject to the Department's approval in its reasonable discretion.

4.7.11 Amendment to Project Agreement Following Financial Close

The Parties shall prepare and execute an amendment to this Project Agreement adding PA Exhibit 17 (List of Initial Funding Agreements and Security Documents) and any other modifications expressly required under this Project Agreement at Financial Close.

4.7.12 Return of Financial Close Security

Within two Business Days after the date of Financial Close, the Department shall return to the Development Entity the original of the Financial Close Security.

4.7.13 Ancillary Documents

The Development Entity shall deliver copies of any ancillary supporting documents (e.g., UCC financing statements) to the Department within 30 days after the date of Financial Close.

Article 5 PAYMENTS TO THE DEVELOPMENT ENTITY; DEPARTMENT'S COSTS

5.1 Availability Payments

5.1.1 Timing and Basis for Availability Payments and Milestone Payment

5.1.1.1 The Department shall pay Availability Payments to the Development Entity as provided in this PA Section 5.1 (*Availability Payments*). The obligation of the Department to pay the Availability Payments to the Development Entity shall commence upon Substantial Completion Date in accordance with PA Exhibit 6 (*Payment Mechanism*).

5.1.1.2 The Department will make Availability Payments without Deductions following the Substantial Completion Date based on, and subject to, the Development Entity's compliance with the Contract Documents.

5.1.1.3 In connection with completion of 65% of the D&C Work, in no case earlier than September 1, 2027, the Department shall pay to the Development Entity a milestone payment in the amount equal to \$50,000,000 (the "Milestone Payment"). The Milestone Payment will be paid within 45 days after the Department's receipt of the Development Entity's invoice therefor, which invoice may be submitted no earlier than 60 days prior to the expected date for such first Bridge Completion, in no case earlier than September 1, 2027. Notwithstanding such advance submission, the Department shall not be obligated to pay the Milestone Payment until the Development Entity has actually completed 65% of the D&C Work.

5.1.2 Availability Payment Calculation

5.1.2.1 Availability Payments shall be calculated and earned by the Development Entity according to the methodology set forth in PA Exhibit 6 (*Payment Mechanism*). The Availability Payments payable during any given Fiscal Year shall never exceed the Maximum Availability Payment for such Fiscal Year, determined as set forth in PA Exhibit 6 (*Payment Mechanism*).

5.1.2.2 Each Availability Payment constitutes a single, all-inclusive payment with no separation of payments for capital, maintenance, or Rehabilitation Work.

5.1.2.3 In addition to any other deductions or withholdings allowed under this Project Agreement, the Availability Payments shall be subject to adjustment for Lane Closure Rental Fees, Noncompliance Events and other adjustments in accordance with PA Exhibit 6 (*Payment Mechanism*).

5.1.2.4 Notwithstanding anything to the contrary in PA Section 5.1.3 (*Availability Payment Invoicing*), the Development Entity may submit an invoice to the Department in connection with its notice delivered under PA Section 7.7.1.3 that it anticipates achieving Substantial Completion within 90 days (the "SC Invoice"). Once the SC Invoice is received, the provisions under PA Section 5.1.3 (*Availability Payment Invoicing*) will apply with respect to issuing an Acceptance Notice and the

Department's processing and payment of the invoice. Notwithstanding such advance submission of the SC Invoice, the Department in no instance will be required to pay the first Availability Payment earlier than the date of the Department's issuance of the Substantial Completion certificate under PA Section 7.7.1.3e.

5.1.3 Availability Payment Invoicing

5.1.3.1 The Department shall pay the Availability Payments by making Monthly Payments. The Availability Payment for any partial Month shall be prorated. The Department shall pay the Development Entity a Monthly Payment within 45 days after the Department issues an Acceptance Notice to the Development Entity which indicates the invoice received is a complete invoice for the applicable Month that meets the requirements of this PA Section 5.1.3 (*Availability Payment Invoicing*). The 45-day period within which to make payment of a Monthly Payment shall not begin until the issuance by the Department of the Acceptance Notice.

5.1.3.2 The Development Entity shall submit the invoice for the previous month no later than the 15th day of each Month. The invoice must set forth the amount and calculation of the Monthly Payment due, including the calculation of the Monthly Payment Adjustment for all applicable Lane Closure Rental Fees and Noncompliance Events in accordance with PA Exhibit 6 (*Payment Mechanism*), if any, for the prior Month. In addition, the invoice for a Monthly Payment must be accompanied by an attached report containing information that the Department can use to verify the Monthly Payment and all components of the Monthly Payment Adjustment for Lane Closure Rental Fees and Noncompliance Events for the prior Month. Such attached report shall contain:

- a. The calculation of the actual Availability Payment earned during the prior Month using the methodology set forth in PA Exhibit 6 (*Payment Mechanism*) for determining the Monthly Payment Adjustment;
 - b. A description of any Lane Closures with respect to which Lane Closure Rental Fees are payable, including the date and time of occurrence and duration;
 - c. A description of any Noncompliance Events;
 - d. Any adjustments to reflect previous over-payments or under-payments;
 - e. A detailed calculation of any interest payable with respect to any amounts owed;
- and
- f. Any other amount due and payable from the Development Entity to the Department or from the Department to the Development Entity under this Project Agreement, including deductions the Department is entitled to make under PA Exhibit 6 (*Payment Mechanism*).

5.1.3.3 The Department shall either (i) notify the Development Entity that its invoice is complete and has been accepted for payment (an "Acceptance Notice") or (ii) return any invoices (a "Returned Invoice") that are incomplete or do not satisfy the requirements in this Project Agreement in any material respect to the Development Entity for correction and resubmission, in each case, within 10 Business Days of the Department's receipt of the Monthly Payment invoice from the Development Entity. The Department will identify and specify in any return notice to the Development Entity the specific aspects of the Returned Invoice that are incomplete or which do not satisfy the requirements of this Project Agreement. Upon the Development Entity's resubmission of any such Returned Invoice for correction and resubmission, the Department and the Development Entity will continue to follow the above described timing, process and procedure until the Development Entity submits a complete invoice and the Department issues an Acceptance Notice.

5.1.3.4 The Department will verify the amount of each Monthly Payment by (a) examining the invoice for the applicable Month, (b) verifying the results reported therein by the Development Entity, including through the Department's independent oversight and auditing process, and (c) reconciling the actual Monthly Payment earned and any other amount due and payable from the Development Entity to the Department or from the Department to the Development Entity under this Project Agreement.

5.1.3.5 The Department shall not be required to pay any Monthly Payment if the Development Entity has failed to file the reports required to be filed for the subject Month under TP Section 3.3.4.4 (Reporting), unless and until the required reports are filed. Subject to PA Section 5.2.1 (Disputed Amounts) regarding the payment of amounts not in Dispute, if it is determined that any Quarterly report required to be filed pursuant to TP Section 3.3.4.4 (Reporting) is inaccurate, which, had it been accurate, would have revealed that a Lane Closure with respect to which Lane Closure Rental Fees are payable or Noncompliance Event had occurred, then the Department shall not be required to pay any Monthly Payment unless and until the Development Entity submits to the Department a revised report which is accurate to the reasonable satisfaction of the Department. Once the required or revised reports are filed, the Department shall process the Monthly Payment. within 45 days thereafter.

5.1.4 Appropriations and Source of Funds

5.1.4.1 Appropriations

a. The Department hereby covenants and agrees to:

(i) include in its budgetary request, which the Department shall submit to the Commonwealth's Office of the Budget no later than November 1 each calendar year during the Term, a request for appropriation (including executive authorization) of funds sufficient to pay the amounts due and owing or scheduled to become due and owing from the Department to the Development Entity during the succeeding fiscal year (or, if the procedures for such request change after the date hereof, in accordance with any such replacement procedure for submitting requests for appropriation or budgetary requests); and

(ii) use best efforts to cause the General Assembly of the Commonwealth to appropriate (and the Governor of the Commonwealth to implement executive authorization of) amounts that will be sufficient to enable the Department to pay all such amounts to the Development Entity under this Project Agreement, including exhausting all available reviews and appeals and doing all other things lawfully within its power to do if such amounts are not appropriated.

b. The obligation of the Department to pay all amounts due and owing or scheduled to become due and owing from the Department to the Development Entity hereunder, including specifically making Availability Payments, amounts due in connection with any Compensation Event, Change Order, Directive Letter, and Termination Compensation (if applicable), is a contractual commitment of the Commonwealth or any political subdivision thereof, within the meaning or application of any constitutional provision or limitation, and does not constitute a debt, pledge of the faith, credit, or taxing power, or any other pledge of the Commonwealth or any political subdivision thereof within the meaning or application of any constitutional provision or limitation. The Department has no taxing power. The Development Entity has no taxing power, nor any other right to have taxes levied or to compel appropriations by the General Assembly of the Commonwealth for any payment of any amounts due and owing or scheduled to become due and owing from the Department to the Development Entity hereunder.

5.1.4.2 Source of Funds

a. Except with respect to those sources of funds, if any, that are available for payments required to be made by the Department hereunder that as a matter of Law are not subject to appropriations, the Parties acknowledge that:

(i) the source of funds for payment of all amounts due and owing or scheduled to become due and owing from the Department to the Development Entity hereunder is subject to the availability of funds appropriated to the Department by the General Assembly of the Commonwealth and approved by the Governor of the Commonwealth (including funds available pursuant to executive authorization in accordance with appropriations theretofore made by the General Assembly of the Commonwealth); and

(ii) The Department's obligations to provide funding under this Project Agreement are subject to the appropriation of funds for such purposes by the General Assembly of the Commonwealth (including funds available pursuant to executive authorization in accordance with appropriations theretofore made by the General Assembly of the Commonwealth).

b. The Department shall notify the Development Entity in writing promptly upon becoming aware of any failure of (i) the Governor of the Commonwealth to approve such appropriation, or (ii) the Commonwealth's Office of the Budget to certify as to the availability of such funds.

c. Notwithstanding anything to the contrary set out in this Project Agreement, the obligations of the Department under this Project Agreement will survive any failure to appropriate sufficient amounts to pay the amounts due and owing or scheduled to become due and owing, including Availability Payments or Termination Compensation from the Department to the Development Entity under this Project Agreement and such payment obligation will survive any expiration or termination of this Project Agreement, and such obligations shall not be impaired, reduced or otherwise affected by any such failure to appropriate sufficient amounts to satisfy its payment obligations under this Project Agreement. For the avoidance of doubt, no failure to appropriate will restrict the Development Entity's right to terminate this Agreement for a Department Default under PA Section 18.5.1.1 (*Department Default*).

5.1.5 Proration of Availability Payments

5.1.5.1 The Monthly Payment for the Month in which the Substantial Completion Date occurs shall be prorated, before applying the Monthly Payment Adjustment, based on the ratio that the number of days in such Month from and after the Substantial Completion Date bears to the total number of days in such Month.

5.1.5.2 The Monthly Payment for the Month in which the Termination Date occurs shall be prorated, before applying the Monthly Payment Adjustment, based on the ratio that the number of days in such Month up to and including the Termination Date bears to the total number of days in such Month.

5.2 Disputed Amounts

5.2.1 The Department shall have the right to Dispute, in good faith, any amount specified in an invoice submitted pursuant to PA Section 5.1 (*Availability Payments*). Without limiting PA Section 18.3.3.2a (*Damages; Offset*), the Department shall pay the amount of the invoice in question that is not in Dispute within the applicable time period set forth in PA Section 5.1.3 (*Availability Payment Invoicing*).

5.2.2 The Development Entity and the Department shall use their reasonable efforts to resolve any such Dispute within 30 days after the Dispute arises. If the Parties fail to resolve the Dispute

in writing within that period, then the Dispute shall be resolved according to the Dispute Resolution Procedures.

5.2.3 The Department will pay any amount determined to be due to the Development Entity pursuant to the Dispute Resolution Procedures within 45 Days following resolution of the Dispute together with interest thereon in accordance with PA Section 5.3 (*Interest on Delinquent Payments and Overpayments*) accruing from the date on which the payment should originally have been made to the date on which the payment is made.

5.2.4 The Development Entity shall pay any amount determined to be due to the Department pursuant to the Dispute Resolution Procedures within 45 days following resolution of the Dispute together with interest thereon in accordance with PA Section 5.3 (*Interest on Delinquent Payments and Overpayments*) accruing from the date on which the payment should originally have been made to the date on which the payment is made.

5.3 Interest on Delinquent Payments and Overpayments

5.3.1 The Department shall pay, to the extent permitted under applicable Law, interest accrued at the Default Interest Rate on Availability Payments owed to the Development Entity under this Project Agreement and not paid when due, with interest commencing on the date due and continuing until paid; provided, however, that if all or any portion of such a payment is withheld due to a good faith Dispute over whether it is due, no interest shall accrue on any withheld amounts for the period commencing on the date due and continuing until the date that is 45 Days following resolution of such Dispute in accordance with the procedures set forth under this Project Agreement. Following resolution, the Department shall pay, to the extent permitted under applicable Law, interest accrued at the Default Interest Rate on amounts determined to be due for withheld amounts pursuant to the Dispute Resolution Procedures.

5.3.2 If as a result of any inaccuracy in an invoice any overpayment is made by the Department to the Development Entity then, in addition to the adjustments to a Monthly Payment as provided in PA Section 5.1.2.3 (*Availability Payment Calculation*), the Department shall be entitled to deduct or receive as a payment from the Development Entity interest thereon at the Default Interest Rate, commencing on the date of the Department's payment of the invoice to the date the overpayment is deducted or paid by the Development Entity. The Department will provide Notice to the Development Entity of any Department determination that it is entitled to deduct or receive payment for interest owed on any such overpayment. Such right of the Department to deduct or receive payment of interest is without prejudice to any other rights the Department may have under this Project Agreement.

5.4 Limitation of Liability

Notwithstanding anything to the contrary in the Contract Documents, in no event (excluding any amounts paid for Compensation Events, fraud, bad faith, gross negligence or willful misconduct of the Department, or interest on late payments to the Development Entity) shall the Department's outstanding liability to any Development Entity-Related Entity under the Contract Documents exceed the value of Termination Compensation calculated under PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*) for a termination under PA Section 19.1 (*Termination for Convenience*).

5.5 Mobilization Payment

Within 45 days after receipt of a Formal Communication from the PDA Entity, on the Development Entity's behalf, or from the Development Entity, but no sooner than the date of Financial Close, the Department shall pay the amount identified in the Initial Base Case Financial Model reflecting mobilization by the Development Entity, not to exceed \$90,000,000, which payment is to account for the Development Entity's costs for mobilization, establishment of offices/building facilities/utilities, certain insurance costs,

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P&P Bond costs, early purchase of materials, startup activities, and other usual, reasonable, and customary costs directly related to mobilization and start-up of a project of this kind.

Article 6 PROJECT PLANNING AND APPROVALS; PROJECT ADMINISTRATION, REVIEW AND OVERSIGHT; PUBLIC INFORMATION

6.1 Preliminary Planning and Engineering Activities; Site Conditions

6.1.1 The Development Entity shall perform or cause to be performed all Design Work, in accordance with the Contract Documents and Good Industry Practice, including conducting (a) technical studies and analyses; (b) geotechnical, seismic, flooding and biological investigations; (c) right of way mapping, surveying and appraisals; (d) Utility investigations (including subsurface and further SUE investigations) and mapping; (e) Hazardous Materials investigations; and (f) design and construction surveys.

6.1.2 Except to the extent that the Development Entity is entitled to a Relief Event or a Compensation Event under this Project Agreement, the Development Entity shall bear the risk of any incorrect or incomplete review, examination and investigation by or on behalf of it of the Site and surrounding locations, and of any incorrect or incomplete information resulting from preliminary engineering activities conducted by the Development Entity, the Department or any other Person. The Department makes no warranties or representations as to any surveys, data, reports or other information provided by the Department or other Persons concerning surface conditions and subsurface conditions, including information relating to Utilities, Hazardous Materials, contaminated groundwater, archeological, paleontological, cultural and historic resources, flooding conditions, seismic conditions, and Threatened or Endangered Species, affecting the Work, the Site or surrounding locations.

6.1.3 Except to the extent that the Development Entity is entitled to a Relief Event or a Compensation Event under this Project Agreement, the Development Entity shall bear the risk of all conditions occurring on, under or at the Site, including (a) physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area, (b) changes in surface topography, (c) variations in subsurface moisture content, (d) variations in speeds and ranges, (e) Utility facilities, (f) the presence or discovery of Hazardous Materials, including contaminated groundwater, (g) the discovery at, under or on the Existing Right of Way of any archeological, paleontological, cultural or historical resources, and (h) the discovery at, near or on the Existing Right of Way of any Threatened or Endangered Species.

6.2 Governmental Approvals and Third Party Approvals and Agreements (other than Third Party Agreements)

6.2.1 The Department has obtained all Provided Environmental Approvals based on the NEPA Basic Configuration as of the Effective Date. The Development Entity shall obtain and maintain all other Governmental Approvals, and maintain the Provided Approvals (provided that such obligation of the Development Entity to maintain the Provided Environmental Approvals shall not in of itself relieve the Department of any Compensation Event or Relief Event, including those arising from an error in the assumptions used by the Department in preparing the environmental studies and reports required to obtain the Provided Environmental Approvals) and all other third party approvals and agreements entered into by or on behalf of the Development Entity, in each case as required in connection with the Project or the Work, including any modifications, renewals and extensions of such Governmental Approvals, third party approvals, and agreements. The Development Entity shall deliver to the Department true and complete copies of all new or amended Governmental Approvals and third party approvals and agreements.

6.2.2 Except to the extent the Department's prior acceptance or approval is specifically required under the Submittal Packaging Requirements Database, simultaneous with any application or similar submittal to a Governmental Entity for a Governmental Approval (or any proposed modification, renewal, extension or waiver of a Governmental Approval or provision thereof), the Development Entity shall provide a copy of the same, together with any supporting environmental studies, data and analyses submitted to the Governmental Entity, to the Department.

6.2.3 Except as expressly set forth in this Project Agreement to the contrary, and excluding any differences which are expressly directed by the Department under a Department Change, in the event the Development Entity's design differs from the NEPA Basic Configuration (upon which the Provided Environmental Approvals were based), as between the Department and the Development Entity, the Development Entity shall be fully responsible for all necessary actions, and shall bear all risk of delay and all risk of increased cost, resulting from or arising out of any associated change in the Project location and design, including (a) supporting the Department in its conducting of all necessary environmental studies and preparing all necessary environmental documents in compliance with applicable Environmental Laws, (b) obtaining and complying with all necessary new Governmental Approvals (including any modifications, renewals and extensions of the Provided Environmental Approvals, and other existing Governmental Approvals), and (c) bearing all risk and cost of litigation. The Department and FHWA will independently evaluate all environmental studies and documents and fulfill the other responsibilities assigned to them by 23 C.F.R. Part 771.

6.2.4 Except to the extent that the Development Entity is entitled to a Relief Event or a Compensation Event under this Project Agreement, and except to the extent required under the Technical Provisions, in the event the Development Entity is unable to obtain necessary Governmental Approvals (or re-evaluation, amendment, or supplement to any Governmental Approval, including the Provided Environmental Approvals when required pursuant to PA Section 6.2.12.4 (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*)) for any design that differs from the NEPA Basic Configuration, then the Development Entity shall be obligated to design and construct the Project according to a design in compliance with the requirements of the Provided Environmental Approvals.

6.2.5 At the Development Entity's request, the Department will reasonably assist and cooperate with the Development Entity in obtaining from Governmental Entities the Governmental Approvals (including any modifications, renewals and extensions of existing Governmental Approvals from Governmental Entities) required to be obtained by the Development Entity under the Contract Documents, and the Department shall attend meetings with appropriately qualified staff and cooperate with relevant Governmental Entities; in each case, within a reasonable period of time of being requested to do so by the Development Entity. The Development Entity shall reimburse the Department for its expenses incurred in connection with the foregoing; provided, however, that:

6.2.5.1 The Department and the Development Entity shall work jointly to establish a scope of work and budget for Department Recoverable Costs related to the assistance and cooperation the Department will provide as contemplated herein, subject to any rights of the Development Entity in the case of a Compensation Event.

6.2.5.2 Such costs and expenses shall be subject to the limitations for Department Recoverable Costs; provided, however that notwithstanding any limitations in the definition of Department Recoverable Costs to the contrary, such reimbursable amounts shall expressly include costs and expenses incurred to conduct further or supplemental environmental studies as a result of (i) changes by the Development Entity including those requiring NEPA re-evaluations and permitting but only to the extent set forth in PA Section 6.2.12.4 (*Provided Environmental Approval Re-evaluations, Amendment, or*

Supplements) (other than as contemplated by PA Section 6.2.12.4 clauses (c) and (d)), or (ii) the Development Entity Release(s) of Hazardous Materials.

6.2.6 The Development Entity shall comply with all conditions imposed by and undertake all actions required by and all actions necessary to maintain in full force and effect all Governmental Approvals, including performance of all environmental mitigation measures required by the Contract Documents or Governmental Approvals, except to the extent that responsibility for performance of such measures is expressly assigned to the Department in the Contract Documents.

6.2.7 In the event that any Governmental Approvals required to be obtained by the Development Entity must formally be issued in the Department's name and/or require the Department to directly coordinate with such Governmental Entities in connection with obtaining Governmental Approvals, the Department will reasonably assist and cooperate with the Development Entity, at the Development Entity's expense (except in connection with a Compensation Event and provided that the Department will not seek reimbursement for its routine and customary internal administration and subject to the provisions of PA Sections 6.2.5.1 and 6.2.5.2). Where necessary to revise, modify, amend, supplement, renew or extend any Governmental Approval, the Department shall execute such documents that can only be executed by the Department pursuant to applicable Law, and make such applications as that can only be executed by the Department pursuant to applicable Law, either in its own name or jointly with the Development Entity (provided that: (a) the Department shall be given 30 Days to review (or a longer period as may be reasonably necessary) and accept in good faith any such agreement; (b) the Department's execution thereof must not violate any applicable Law; (c) the Development Entity shall be obligated to perform as part of the Work any obligations of the Department thereunder (or, to the extent the Department is required under such agreement to perform any specific obligation, to support the Department in any such efforts and reimburse the Department for its costs and expenses associated with the performance of such obligations); and (d) the Development Entity shall indemnify the Department for any Third Party Claims or other Losses incurred as a result of the Department's participation in such agreement in accordance with PA Section 17.4.1 (Defense and Indemnification Procedures)). For avoidance of doubt, the foregoing requirements pertaining to those Governmental Approvals that can only be executed by the Department pursuant to applicable Law are intended by the Parties to describe the Governmental Approvals and not the Department's authorization to reasonably assist and cooperate.

6.2.8 In the event that the Department or FHWA must act as the lead agency and directly coordinate with a Governmental Entity in connection with obtaining Governmental Approvals that are the responsibility of the Development Entity, the Development Entity shall provide all necessary support in a timely manner to facilitate the approval, mitigation or compliance process. Such support shall include conducting necessary field investigations, surveys, and preparation of any required reports, documents and applications.

6.2.9 The Development Entity shall solely be responsible for compliance with all applicable Laws in relation to Temporary Interests and for obtaining any Environmental Approval or other Governmental Approval required in connection with Temporary Interests.

6.2.10 The Development Entity shall not enter into any agreement with any Governmental Entity, Utility Owner, property owner or other third party having regulatory jurisdiction over any aspect of the Project or Work or having any property interest affected by the Project or the Work that in any way purports to obligate the Department, or the Commonwealth or another agency or department thereof, or states or implies that the Department has an obligation, to the third party to carry out any installation, design, construction, maintenance, repair, operation, control, supervision, regulation or other activity after the end of the Term, unless the Department otherwise approves in writing in its sole discretion. The

Development Entity has no power or authority to enter into any such agreement with a third party in the name or on behalf of the Department.

6.2.11 Reserved

6.2.12 Provided Environmental Approval Re-evaluations, Amendment, or Supplements.

6.2.12.1 The Department will, in consultation with the Development Entity and the applicable Governmental Entity, conduct an assessment to determine whether a Provided Environmental Approval requires re-evaluation, assessment or supplement in the event that:

a. any part of the design or the construction means and methods included in the Design Documents differ from the assumptions included in the NEPA Basic Configuration or the Mandatory Configuration Elements in a manner that would have a reasonable likelihood of resulting in a different environmental impact compared to the impact assessed in the Provided Environmental Approvals; or

b. the Development Entity is performing any Work in a manner that does not comply with the assumptions, means, and methods in the Provided Environmental Approvals;

c. a Change in Law occurs that may require re-evaluation, amendment or supplement of a Provided Environmental Approval; or

d. there is an error in the assumptions used by the Department in preparing the environmental studies and reports required to obtain the Provided Environmental Approvals, and such error requires the re-evaluation, amendment or supplement of the Provided Environmental Approvals.

The Development Entity shall promptly notify the Department in the event it believes any of the foregoing events have occurred and necessitate a Provided Environmental Approval re-evaluation, assessment or supplement. The Department shall consult and coordinate (including reasonable solicitation of feedback from the Development Entity) with the Development Entity with respect to the foregoing and the Development Entity, if solicited, will cooperate with the Department as part of the Work or the Site, or both); provided, however, that determination whether Provided Environmental Approvals require re-evaluation, assessment, or supplement are each in the Department's good faith discretion.

6.2.12.2 The Department will make the determination described in PA Section 6.2.12.1 (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*) within 10 Business Days after the date that is the later of:

a. the date the Development Entity has complied with the requirements set forth in TP Section 5.9.1 (Department Review and Approval of the Development Entity Submissions); and

b. with respect to the Design Documents that are necessary to determine whether a re-evaluation, amendment or supplement of a Provided Environmental Approval is required, the date the Department has accepted all such Design Documents in accordance with the applicable review requirements set forth in the Submittal Packaging Requirements Database.

6.2.12.3 The Department's determination under PA Section 6.2.12.2 (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*) shall set forth whether the Project will be re-evaluated in a localized area or in total for additional or reduced environmental impacts due to

the event described in PA Section 6.2.12.1 (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*).

6.2.12.4 If the Department determines under PA Section 6.2.12.2 (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*) that a re-evaluation, amendment or supplement of a Provided Environmental Approval is required due to an event under PA Section 6.2.12.1a (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*) or PA Section 6.2.12.1b (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*), except to the extent the Development Entity is expressly entitled to a Relief Event or a Compensation Event under this Project Agreement, the Development Entity will be fully responsible for all necessary actions, and will bear all risk of delay and all risk of increased cost, resulting from or arising out of any such re-evaluation, amendment or supplement, including:

- a. complying with the requirements set forth in TP Section 5.9.1 (Department Review and Approval of the Development Entity Submissions);
- b. supporting the Department in its conducting of all necessary environmental studies and preparing all necessary environmental documents in compliance with applicable Environmental Laws;
- c. obtaining and complying with all necessary new Governmental Approvals;
- d. obtaining and complying with all modifications, renewals and extensions of the Provided Environmental Approvals; and
- e. bearing all risk and cost of litigation.

6.2.12.5 If the Development Entity commenced any Construction Work affected by a Necessary Basic Configuration Change after the earliest of (a) the date the Development Entity knew of such conditions, (b) the date the Development Entity had actual notice of such conditions, and (c) such date at which point the Development Entity should reasonably have known of such conditions, in each case, that would require a Necessary Basic Configuration Change, but prior to delivery of an appropriate Relief Event Notice or Compensation Event Notice (or both), then any final Relief Event Determination or final Compensation Event Determination (or both) shall allow the Department a credit for the cost of any unnecessary Work performed and shall exclude any additional costs associated with redoing the Work already performed after such date.

6.3 Submittal Review; Department Oversight

6.3.1 Submittal Review, Comment and Acceptance Terms and Procedures

6.3.1.1 This PA Section 6.3 (*Submittal Review; Department Oversight*), TP Section 3.5 (Submittal Review and Oversight), and the Submittal Packaging Requirements Database set forth the terms and procedures that shall govern all Submittals pursuant to this Project Agreement.

6.3.1.2 If there is any irreconcilable conflict between the provisions of this PA Section 6.3 (*Submittal Review; Department Oversight*) and any other provisions of this Project Agreement concerning submission, review, Comment, rejection, and acceptance procedures, this PA Section 6.3 (*Submittal Review; Department Oversight*) shall exclusively govern and control.

6.3.1.3 Notwithstanding anything to the contrary in this PA Section 6.3 (*Submittal Review; Department Oversight*), the Department may reject any Submittal that is incomplete, or otherwise does not comply with the requirements of the Contract Documents.

6.3.2 Time Periods

6.3.2.1 Whenever the Department has a right to review, Comment on, reject, or accept a Submittal, the Department will review, Comment on, reject, or accept (as applicable) such Submittal: (a) where a period is specified in the Submittal Packaging Requirements Database or any other provision in this Project Agreement, within such period; or (b) where no period is specified in this Project Agreement, promptly and in any event within 15 Business Days, in either case after the date the Department receives a compliant Submittal in accordance with the requirements of this Project Agreement.

6.3.2.2 The time periods set forth in this Project Agreement and in the Submittal Packaging Requirements Database, in each case for the Department's review, Comment, rejection, or acceptance (as applicable) of Submittals, shall:

a. except where otherwise expressly stated in the Project Agreement, apply to all Submittals that the Development Entity may be required to resubmit under this Project Agreement;

b. be subject to adjustment as provided in TP Section 3.5.1.1 (Coordination and Discipline Groups) for multiple concurrent Submittals within a Coordination and Discipline Group; and

c. with respect to Type 2 Submittals, be subject to the notification and additional response time as provided in PA Section 6.3.4 (*Type 2 Submittal*).

6.3.2.3 The Development Entity shall schedule and coordinate all Submittals to allow an efficient and orderly Submittals process in accordance with TP Section 3.5 (Submittal Review and Oversight).

6.3.2.4 During any time that the Department has a right under PA Section 18.3.8 (*Increased Oversight, Testing, and Inspection*) to carry out increased monitoring of the Project and the Development Entity's compliance with its obligations under this Project Agreement, the applicable period for the Department to act on any Submittal received during such time, shall automatically by 10 Business Days.

6.3.3 Type 3 Submittal

6.3.3.1 The Development Entity shall not commence or permit the commencement of any Work that is the subject of, governed by or dependent upon a Type 3 Submittal until it has submitted the Type 3 Submittal to the Department and the Department has provided its acceptance (at its sole discretion) of such Type 3 Submittal.

6.3.3.2 If the Department does not respond to a Type 3 Submittal within the time period specified in PA Section 6.3.2 (*Time Periods*), then the Type 3 Submittal shall be deemed rejected. The Department shall endeavor to provide applicable rationale for rejection. If the Development Entity wishes to proceed with the subject matter of the rejected (or deemed rejected) Type 3 Submittal, the Development Entity shall amend and resubmit the amended Type 3 Submittal to the Department, and PA Section 6.3.2 (*Time Periods*) and this PA Section 6.3.3 (*Type 3 Submittal*) shall re-apply. The Development Entity shall also have a right to claim relief and compensation in respect of the Work that is the subject of, governed by or dependent upon the relevant Submittal in accordance with PA Section 14.2 (*Relief Event and Compensation Event Determinations*).

6.3.4 Type 2 Submittal

6.3.4.1 The Development Entity shall not commence or permit the commencement of any Work that is the subject of, governed by or dependent upon a Type 2 Submittal until it has submitted the Type 2 Submittal to the Department, and:

a. the Department has accepted the Type 2 Submittal; and either

b. (i) if the Department makes a Comment on the Type 2 Submittal, any re-submission of the Type 2 Submittal addresses the Department's Comment and the Department accepts the re-submitted Type 2 Submittal or the basis for the Comment in the Type 2 Submittal is resolved in accordance with PA Section 6.3.6 (*Submittals Disputes*); provided, however, in each case that the Development Entity shall use commercially reasonable efforts to accommodate the Department's Comments where accommodation does not materially increase the time or cost (or both) for the Development Entity's performance of the Work with respect to such Type 2 Submittal; or

(ii) if the Department rejects the Type 2 Submittal (and provided a Basis of Rejection), the re-submitted Type 2 Submittal fully remedies the Basis for Rejection and the Department accepts the re-submitted Type 2 Submittal, or the Basis of Rejection is otherwise resolved in accordance with PA Section 6.3.6 (*Submittals Disputes*).

6.3.4.2 If the Department does not respond to a Type 2 Submittal within the response period determined in accordance with PA Section 6.3.2 (*Time Periods*), then the Development Entity shall provide written notice to the Department that the initial response period has elapsed, and if the Department does not respond with its comments, rejection or acceptance of such Submittal within five Business Days from the Date of the Development Entity's notice under this PA Section 6.3.4.2 (*Type 2 Submittal*), then the Type 2 Submittal shall be deemed rejected. To the extent that a Submittal is deemed to be rejected in accordance with this PA Section 6.3.4.2 (*Type 2 Submittal*), the Development Entity shall have a right to claim relief and compensation in respect of the Work that is the subject of, governed by or dependent upon the relevant Submittal in accordance with PA Section 14.2 (*Relief Event and Compensation Event Determinations*).

6.3.5 **Type 1 Submittal**

6.3.5.1 The Development Entity may commence or permit the commencement of any Work that is the subject of, governed by or dependent upon any Type 1 Submittal at or after submission to the Department; provided that the Development Entity shall bear all risk and cost associated with any requirement to resubmit or to remedy any Nonconforming Work (or both) following any comment on the Type 1 Submittal in accordance with this PA Section 6.3.5 (*Type 1 Submittal*) and PA Section 6.3.6 (*Submittal Disputes*).

6.3.5.2 The Department may make timely Comments on the Type 1 Submittal and the Development Entity shall use commercially reasonable efforts to accommodate the Department's Comments where accommodation does not materially increase the time or cost (or both) for the Development Entity's performance of the Work with respect to such Type 1 Submittal.

6.3.6 **Submittals Disputes**

6.3.6.1 The Development Entity acknowledges and agrees that (a) the Development Entity may not Dispute any rejection of a Type 3 Submittal by the Department under this PA Section 6.3.6 (*Submittals Disputes*), and (b) the Development Entity may not bring a Dispute regarding any Type 3 Submittal under the Dispute Resolution Procedures.

6.3.6.2 In each case where the Development Entity is entitled to seek, and seeks, relief under this PA Section 6.3.6 (Submittals Disputes), the Development Entity shall provide Notice to the Department that it either (a) will not accommodate the Department Comment to a Submittal (on the basis that accommodation materially increases the time or cost (or both) of the Development Entity's performance of the Work with respect to the relevant Submittal), or (b) Disputes the Department's Basis of Rejection, in each case as applicable to the Department's disposition of a Submittal. For avoidance of doubt, the Development Entity's recourse to resolution of Submittals Disputes is conditioned upon affirmative Notice to the Department of the Submittals Dispute.

6.3.6.3 If the Development Entity:

a. does not accommodate a Department Comment (on the basis described in PA Section 6.3.6.2 (Submittals Disputes) with respect to the relevant Submittal) and the Department asserted initially and reasonably continues to believe that such Comment can, by the Development Entity's exercise of commercially reasonable efforts, be accommodated without material increase in time or cost (or both); or

b. the Development Entity Disputes the Department's Basis of Rejection,

then, in either case, the Department will notify the Development Entity within five Business Days after receipt of the Development Entity's Notice (provided under PA Section 6.3.6.2 (Submittals Disputes)) that the Department continues to reasonably believe: (i) that the Department's Comment can, by the Development Entity's exercise of commercially reasonable efforts, be accommodated without material increase in time or cost (or both), or (ii) the Basis of Rejection.

6.3.6.4 Following such notification by the Department under PA Section 6.3.6.3 (Submittals Disputes), the Parties shall conduct discussions and negotiations in good faith in accordance with the Quality Management Plan to resolve the basis for the subject Submittals Dispute. If the Parties fail to reach agreement within 10 Business Days after expiry of such good faith negotiations, as determined by either Party in its reasonable discretion, then either Party may refer the matter for determination in accordance with the Dispute Resolution Procedures.

6.3.7 Department Oversight

At all times during the Term, the Department will have the right to conduct monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions, including:

6.3.7.1 monitoring and auditing the Development Entity and Key Contractors and their respective books, records, systems, manuals and plans to determine compliance with this Project Agreement;

6.3.7.2 monitoring and auditing the Quality Management Plan and the Development Entity's compliance with its obligations under TP Section 3.3.9 (Quality Management Plan);

6.3.7.3 administering a design review program, including review of all Submittals of Design Documents;

6.3.7.4 administering a Department verification program, including:

a. field monitoring, inspections on an audit basis and sampling, measurement, investigations, and testing to validate the quality of the Work;

b. attending and witnessing the Development Entity's tests and inspections including in connection with the Department's certification of Substantial Completion and Final Acceptance;

6.3.7.5 conducting Teamwork Meetings and other reviews of Design Documents or other Submittals, as they may deem necessary or appropriate, provided that they shall not have any obligation to conduct such reviews nor assume any responsibility for the Development Entity's Work, regardless of whether or not electing to perform or performing any such reviews;

6.3.7.6 oversight of the correction of any Nonconforming Work and the Development Entity's compliance with its obligations under PA Section 7.12 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*) and TP Section 2.12 (Noncompliance Events);

6.3.7.7 oversight of the Development Entity's implementation of its Safety and Security Plan, and analyzing and reporting on Safety Compliance and performance of Safety Compliance Orders;

6.3.7.8 reviewing, commenting on and giving recommendations, objections or exceptions regarding the Rehabilitation Work Schedule and revisions thereto, as provided in PA Section 10.12.2 (*Rehabilitation Work Schedule*);

6.3.7.9 oversight of the Development Entity's compliance with the Disadvantaged Business Enterprise Performance Plan and DBE Recovery Plan in accordance with PA Section 11.8 (*Disadvantaged Business Enterprise*) and PA Exhibit 11 (*DBE Requirements*), generally; and

6.3.7.10 oversight of the Development Entity's compliance with the On-the-Job Training Plan in accordance with PA Section 11.9 (*On-the-Job Training Program*) and PA Exhibit 12 (*OJT Requirements*).

6.3.8 Oversight by Department, FHWA and Federal Compliance

6.3.8.1 Subject to PA Section 6.3.9 (*Cooperation in Relation to Department, FHWA Oversight; Effect of Oversight; No Estoppel*) hereof, in addition to the Department's rights under PA Section 6.3.7 (*Department Oversight*), the Department and FHWA shall also have the right at all times to monitor, inspect, sample, measure, attend, observe or conduct tests and investigations, and conduct any other oversight respecting any part or aspect of the Project or the Work, to the extent necessary or advisable to comply with FHWA and any other applicable federal agency requirements.

6.3.8.2 The Department and FHWA may conduct additional reviews of Design Documents to the extent necessary or advisable to comply with FHWA or other applicable federal Law without limiting the Department's rights pursuant to PA Section 6.3.1 (*Submittal Review, Comment and Acceptance Terms and Procedures*) to PA Section 6.3.7 (*Department Oversight*).

6.3.8.3 Subject to PA Section 6.3.9 (*Cooperation in Relation to Department, FHWA Oversight; Effect of Oversight; No Estoppel*) hereof, the Department and FHWA shall have the right at all times to verify the Development Entity's compliance with the Contract Documents and Project Management Plan, to include specifically performing periodic review of the Development Entity's performance of quality control for the Project, in each case, at such times, and with respect to such matters, as the Department determines in its sole discretion.

6.3.8.4 Nothing in this Project Agreement shall preclude, or be construed to preclude, and the Development Entity shall not interfere with, any review, audit or oversight of Submittals,

Work, Books and Records, or other documents, materials, or information that the FHWA may desire to conduct.

6.3.9 Cooperation in Relation to Department, FHWA Oversight; Effect of Oversight; No Estoppel

The Development Entity shall, and shall cause each Development Entity-Related Entity to, coordinate and cooperate with the Department, each Department-Related Entity, and FHWA to facilitate the full, efficient, effective and timely performance of all monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions. The Development Entity shall cause the Development Entity-Related Entities to be available at all reasonable times for consultation with the Department and each Department-Related Entity. In undertaking the actions set forth in PA Section 6.3.8 (Oversight by the Department, FHWA and Federal Compliance), the Department shall use reasonable efforts to coordinate and cooperate with the Development Entity, and each Development Entity-Related Entity, to schedule and undertake the noted actions, and avoid unreasonable or material interference in the Development Entity's ongoing activities.

6.3.10 Limitations on the Development Entity's Right to Rely

6.3.10.1 Nothing in PA Section 6.3 (*Submittal Review; Department Oversight*) or any act or omission of the Department or any Department-Related Entity pursuant to such provisions shall:

- a. relieve the Development Entity from the performance of its obligations under this Project Agreement;
- b. constitute acceptance by the Department that the Work satisfies the requirements of this Project Agreement;
- c. prevent the Department from raising an objection or Comment on a subsequent Submittal in accordance with PA Section 6.3.1 (*Submittal Review, Comment and Acceptance Terms and Procedures*) if the same objection or Comment was not made by the Department on a previous Submittal;
- d. prevent the Department from identifying any Nonconforming Work in accordance with PA Section 7.12 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*); or
- e. transfer, or be deemed to transfer, any or all responsibility or liability for the Design Work, or be construed as a directive by the Department to the Development Entity with respect to any aspect of the Design Work, apart from a general directive to comply with requirements of the Contract Documents.

6.4 Community Outreach and Public Information

The Development Entity shall provide on-going public information and community outreach services for the Project in accordance with TP Section 4 (Public Information and Communication) and the Public Information and Communication Plan.

6.5 Cooperation with Governmental Entities

The Development Entity shall reasonably cooperate and coordinate the Work with the Department and any Governmental Entity, regardless as to whether such Governmental Entity issues or has rights

pursuant to any Governmental Approval, where such Governmental Entity is or may be affected by the Work.

6.6 Highway Occupancy Permits

6.6.1 The Development Entity acknowledges the existing Highway Occupancy Permits existing as of the Technical Setting Date set forth in TP Table 2-4 (Highway Occupancy Permits) and that the Development Entity has reviewed all such Highway Occupancy Permits and taken such Highway Occupancy Permits into account (and made adequate allowance therefor) in the D&C Amount, as of the Technical Setting Date.

6.6.2 It is anticipated that from time to time during the Term, certain Persons will apply for Highway Occupancy Permits (each, a "Highway Occupancy Applicant").

6.6.3 For all Highway Occupancy Permit applications, the Development Entity shall:

6.6.3.1 provide each Highway Occupancy Applicant reasonable assistance by providing information regarding the proposed grading, landscaping or other roadside encroachment activity; and

6.6.3.2 assist the Department (including any Department district representative) in providing Highway Occupancy Applicants with information relevant to the permit review process to the extent that the Development Entity has the ability to share such information.

6.6.4 Within 10 Business Days after being notified by the Department that the Department has received a Highway Occupancy Permit application from a Highway Occupancy Applicant, the Development Entity shall analyze each application and, subject to PA Section 6.6.5 (*Highway Occupancy Permits*), provide to the Department a recommendation (together with supporting analysis) as to whether the Highway Occupancy Permit application should be approved, denied, or approved subject to conditions.

6.6.5 The Development Entity shall only recommend the denial of a Highway Occupancy Permit application or that a condition be included on a Highway Occupancy Permit if such denial or condition (as applicable) is required due to the impact the proposed Highway Occupancy Permit has on the Development Entity's performance of the Work and its rights and obligations hereunder.

6.6.6 If the Development Entity recommends against issuance of a Highway Occupancy Permit and the Department determines, in its good faith discretion, that issuance is appropriate, required, or requires the imposition of different conditions, then the Department's determination shall control. Any changes in the scope of the Work due to a Highway Occupancy Permit approved by the Department following the Technical Setting Date shall be treated as a Department Change.

6.6.7 The Development Entity shall use reasonable efforts to:

6.6.7.1 monitor the activities of Highway Occupancy Permit Holders on the Site for compliance with applicable Highway Occupancy Permits and applicable Law to the extent that a copy of the Highway Occupancy Permit has been provided to the Development Entity; and

6.6.7.2 coordinate with the activities of any Highway Occupancy Permit Holders on the Site.

6.6.8 If the Development Entity believes that any Highway Occupancy Permit Holder is not complying with the terms of a Highway Occupancy Permit within the Site; or the Highway Occupancy Permit Holder is not reasonably cooperating and coordinating with the Development Entity, then the Development Entity shall notify the Department, and the Department shall take such appropriate enforcement action (if any) as is required under applicable Law and otherwise as the Department, in its good faith discretion, deems appropriate.

6.7 Certain Third Party Agreements

6.7.1 Third Party Agreements

6.7.1.1 The Development Entity acknowledges that the Department has entered into the Third Party Agreements set forth in TP Attachment 20 (Coordination with Governmental Entities and Third Parties) and that the Development Entity has reviewed all such Third Party Agreements and, in respect of all Third Party Agreements provided as of the Technical Setting Date, taken all costs, schedule impacts, and obligations that arise thereunder, whether directly or indirectly, into account (and made adequate allowance therefor) in the D&C Amount, as of the Technical Setting Date. The Department will promptly notify the Development Entity of any changes in the terms and conditions of such agreements that affect the Work, and will promptly provide the Development Entity with such other reasonably requested information regarding such agreements. Any new, or any amendment to any existing, Third Party Agreement following the Technical Setting Date, which delay the Critical Path, increase the Development Entity's costs or otherwise have a material impact on the Development Entity's rights obligations under the Contract Documents shall entitle the Development Entity to assert that such a new or amended Third Party Agreement constitutes a Department Change under the terms, and subject to the conditions, of PA Article 14 (Relief Events; Compensation Events).

6.7.1.2 Except as set forth in PA Section 6.7.1.1 (Third Party Agreements), the Development Entity acknowledges and agrees that it has no right to make, and the Department (and its Constituents) will not be, or deemed to be, liable upon, any claim arising out of, relating to, caused by, or resulting from the risks described in PA Section 6.7.1.1 (Third Party Agreements).

6.7.1.3 The Department may from time to time during the Term enter into Third Party Agreements, determine existing Third Party Agreements not set forth in TP Attachment 20 (Coordination with Governmental Entities and Third Parties) to be applicable to the Project, or amend Third Party Agreements. The Department shall provide the Development Entity 30 Days' notice of any new or amended Third Party Agreement and solicit the Development Entity's input as to any such Third Party Agreement, to include (where practical, and unless objected to by the Third Party Agreement counterparty) participation in preparation and negotiation, as determined in the Department's reasonable discretion, of any such new or amended Third Party Agreement; provided, however, that no Development Entity-Related Entity shall be, or be compelled to be, a party to any such new or amended Third Party Agreement. Any Third Party Agreement entered into by the Department or determined by the Department to be applicable to the Project pursuant to this PA Section 6.7.1.3 (Third Party Agreements) following the Technical Setting Date shall be treated as a Department Change.

6.7.1.4 Without limiting the Development Entity's right to see relief under clause (hh) of the definition of "Compensation Event" or clause (gg) of the definition of "Relief Event, the Development Entity shall comply with the requirements set forth in TP Section 2.4 (Coordination with Governmental Entities and Third Parties) in relation to the Third Party Agreements, and the Development Entity bears the full risk of carrying out all of the obligations under this PA Section 6.7.1 (Third Party Agreements), as well as the impacts of any acts or omissions of the any Development Entity-Related Entity or any third party counterparty under the Third Party Agreements.

6.7.1.5 Without limiting the Department's rights to impose a Department Change or to issue a Directive Letter in accordance with the terms set forth in this Project Agreement, the Department shall not enter into any third-party agreements that are not Third Party Agreements, pursuant to which the Department would require the Development Entity to perform, or to refrain from performing, acts as part of the Work without first notifying the Development Entity under, and observing the process described in, PA Section 6.7.1.3 (*Third Party Agreements*).

6.7.2 Third Party Disputes

6.7.2.1 The Development Entity shall use reasonable efforts to cooperate and coordinate with the Department, including through provision of any assistance reasonably requested by the Department, if a dispute arises between the Department and any party to a Third Party Agreement in relation to the Work.

6.7.2.2 The Development Entity shall use reasonable efforts to cooperate and coordinate with the Department, and each party to a Third Party Agreement, including reasonably assisting when requested by such Persons, if a claim or other action is filed against any such Person by another Person (i.e., a Person other than the Department, a Department-Related Entity, or the Development Entity) in relation to the Work.

6.7.2.3 The Development Entity shall use reasonable efforts to mitigate the delay, cost and any other consequences of the dispute contemplated in PA Section 6.7.2.2 (*Third Party Disputes*) (however, for avoidance of doubt, the Development Entity shall not be required to engage outside counsel to litigate or support the Department with respect any such dispute unless otherwise required under this Agreement).

6.7.3 Assignment of Certain Causes of Action

The Development Entity hereby assigns to the Department all rights, title, and interest in and to all causes of action the Development Entity may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under comparable Commonwealth Law, arising from purchases of goods, services or materials pursuant to this Project Agreement.

Article 7 DEVELOPMENT OF THE PROJECT

7.1 General Obligations of the Development Entity

7.1.1 The Development Entity, in addition to performing all other requirements of the Contract Documents, shall:

7.1.1.1 expeditiously and diligently progress performance of the Work, to include furnishing all design, engineering and other services, providing construction management and all other Work, furnishing all materials, equipment, labor, and installations, and undertaking all efforts necessary or appropriate (excluding only those materials, services and efforts that the Contract Documents expressly specify will be undertaken by the Department or other Persons, if any) to deliver the Project and maintain it during construction, so as to achieve Substantial Completion and Final Acceptance by the applicable Milestone Deadlines;

7.1.1.2 provide all Key Personnel and all Required Personnel as and when required under the Technical Provisions;

7.1.1.3 comply with, and require that all Contractors comply with, all applicable Laws and Governmental Approvals;

7.1.1.4 ensure labor harmony on the Site during the D&C Period, including taking appropriate steps to prevent strikes, walkouts, work stoppages, work slowdowns, work curtailments, cessations or interruptions of production due to labor disputes or other labor-related matters;

7.1.1.5 observe, and require that all Contractors observe, current Good Industry Practice;

7.1.1.6 cooperate with the Department and Governmental Entities with jurisdiction in all matters relating to the applicable portions of the Work, including their review, inspection and oversight of the design and construction;

7.1.1.7 use commercially reasonable efforts to mitigate delay to design and construction of the Project, in performance of Maintenance Work that requires timely completion, and to mitigate damages due to delay in all circumstances, to the extent possible, including by re-sequencing, reallocating, or redeploying the Development Entity's and its Contractors' forces to other work, as appropriate; and

7.1.1.8 otherwise perform the Work so as to ensure that the Project satisfies each of the purposes, objectives, functions, uses, and requirements set forth in the Contract Documents.

7.1.2 Except as otherwise expressly provided in the Contract Documents, including in respect of a Compensation Event or Relief Event, the Development Entity:

7.1.2.1 acknowledges and accepts all risks, responsibilities, obligations, and liabilities in connection with performance of the Work and delivery of the Project; and

7.1.2.2 is not entitled to make any claim under the Contract Documents, at law, or in equity against the Department, or the Commonwealth for any Losses in connection with the Project, the Work, or the Contract Documents.

7.1.3 The Development Entity shall utilize e-Builder as and when required under TP Section 3.3.5 (Document and Data Management Plan).

7.1.4 The Development Entity shall take prompt action to replace, repair, or restore any damage to the property at, on, or adjacent to the Site owned by any third party, arising out of, relating to, or resulting from, any act or omission of any Development Entity-Related Entity, at the Development Entity's sole cost and expense, and without entitlement to a Relief Event or Compensation Event.

7.2 Performance, Design and Construction Standards; Deviations; Permitted Design Exceptions

7.2.1 Design Work. Without limiting the Warranty itself, the Development Entity shall furnish all aspects of the Design Work and all Design Documents in accordance with Good Industry Practice in such a manner that the Project is constructible as designed.

7.2.2 Construction Work. Without limiting the Warranty itself, the Development Entity shall construct the Project and perform the Construction Work as designed (in accordance with the Contract Documents and as reflected in the Design Documents), free from Defects, and in accordance with Good Industry Practice.

7.2.3 All D&C Work. The Development Entity shall perform the D&C Work (including the Design Work and the Construction Work) in accordance with (a) the requirements, terms and conditions set forth in the Contract Documents, (b) the Baseline Project Schedule, (c) all Laws, (d) the requirements, terms and conditions set forth in all Governmental Approvals, (e) the requirements of the approved Quality Management Plan, and (f) the remainder of the Project Management Plan and all of its component plans prepared or to be prepared thereunder, in each case taking into account the Project Limits and constraints affecting it and the Project.

7.2.4 Deviations.

7.2.4.1 The Development Entity may apply, in writing, for the Department approval of any deviation, change, modification, alteration or exception from applicable Technical Provisions regarding design, construction, or maintenance of the Project. Except with respect to deviation requests under PA Section 7.2.4.1 (*Deviations*) each such application shall be deemed Type 3 Submittals.

7.2.4.2 Without limiting the Development Entity's acknowledgements under PA Section 25.14.4 (*Construction and Interpretation of the Contract Documents*), *et seq.*, the Development Entity shall provide notice to the Department of any specifications or other provisions in Technical Provisions regarding design, construction, or maintenance of the Project, that are (i) Erroneous and create a potentially unsafe condition, or (ii) may be inconsistent with standards described in clauses (c) or (d) in PA Section 7.2.3 (*Performance, Design and Construction Standards; Deviations; Permitted Design Exceptions*), or both. Such notice must include a request for the Department's approval of a deviation, change, modification, alteration, or exception to the provision that the Development Entity believes are the minimum necessary to render the provision one that (A) corrects the error so as to be consistent with the remainder of the requirements of the Contract Documents, such that the pertinent portion of the Work, when compliant with the provision, will be correct, safe and consistent with the remainder of the requirements of the Contract Documents, Good Industry Practice, and applicable Law, or (B) adjusts the provision so as to be consistent with the standards described in clauses (c) or (d) in PA Section 7.2.3 (*Performance, Design and Construction Standards; Deviations; Permitted Design Exceptions*), or both, as applicable. The Department shall issue a written approval or rejection of a deviation within 15 business days after receipt of an application in accordance with the terms of this PA Section 7.2.4.2 (*Deviations*).

7.2.4.3 The Development Entity may not proceed to perform any Work in reliance upon the approval of any such deviation, change, modification, alteration, or exception before the approval is received. Where the Development Entity requests any such deviation, change, modification, alteration or exception from applicable Technical Provisions as part of the submittal of a component plan of the Project Management Plan, or the Baseline Project Schedule, the Development Entity shall specifically and conspicuously identify and label such proposed deviation, change, modification, alteration, or exception. Without limiting such discretion, the Development Entity shall bear the burden of establishing deviation, change, modification, alteration or exception from applicable Technical Provisions constitutes sound and safe engineering consistent with Good Industry Practice, achieves or substantially achieves the Department's Safety Standards, and does not jeopardize the quality, integrity, life-cycle performance, service performance or extreme event performance of the Project. No deviation, change, modification, alteration or exception from applicable Technical Provisions shall be deemed approved or be effective unless and until stated in writing signed by the Department. The Department may elect to process the application as a Change Request under PA Section 15.2 (*Development Entity Changes*) rather than as an application for a deviation, change, modification, alteration or exception from applicable Technical Provisions.

7.2.5 Provisions Regarding Technical Provisions. References in the Technical Provisions to manuals or other publications governing the Design Work or Construction Work prior to the

Substantial Completion Date shall mean the most recent editions in effect as of the Effective Date, unless expressly provided otherwise. Any changes to the Technical Provisions, including Safety Standards, respecting Design Work or Construction Work prior to the Substantial Completion Date shall be subject to the Change Order process for a Department Change in accordance with PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*). Safety Compliance changes shall be in accordance with PA Section 13.2 (*Safety Compliance*).

7.2.6 Department-Driven Project Standards Changes.

7.2.6.1 The Parties anticipate that from time to time after the Effective Date, the Department will adopt, through revisions to existing manuals and publications or new manuals and publications, changed, added or replacement Project Standards or other standards, criteria, requirements, conditions, procedures, specifications and other provisions, including Safety Standards, relating to Design Work, Construction Work, and the Maintenance Work ("Department-Driven Project Standards Change"). The Department will have the right, but not the obligation, to add such Department-Driven Project Standards Change to the Technical Provisions by Notice to the Development Entity, whereupon, subject to this PA Section 7.2.6 (*Department-Driven Project Standards Changes*), and without limiting the Development Entity's right to assert that such change constitutes a Department Change, they shall constitute amendments to and become part of, the Technical Provisions.

7.2.6.2 Excluding (a) those Department-Driven Project Standards Changes that the Department directs irrespective of the Development Entity's compliance with this PA Section 7.2.6.2, (*Department-Driven Project Standards Changes*), and (b) Project Standards Changes that are Changes in Law, the Development Entity shall provide to the Department a description and accounting of the actual additional costs that may result from implementing any such Department-Driven Project Standards Change(s) in the Work. The Department reserves the right to direct the Development Entity not to implement, or to limit implementation of, any such Department-Driven Project Standards Change(s) in the Work following the Department's review of the Development Entity's submitted description and accounting. Notwithstanding the foregoing, if the Development Entity commenced implementation of any such Department-Driven Project Standards Change(s) prior to receiving the Department's response as to whether the Development Entity should implement any such changed Department-Driven Project Standards Change(s), then the Development Entity shall credit the Department for the cost of any unnecessary work performed, or shall exclude any additional costs associated with redoing the work already performed prior to any receipt of the Department's response (even if such response confirms that the Development Entity should implement any such Department-Driven Project Standard(s) Change). For avoidance of doubt, the Department's response as to whether the Development Entity should implement any such Department-Driven Project Standard(s) Change is not, nor shall be deemed to be, a Directive Letter under PA Section 15.3 (*Directive Letters*).

7.2.6.3 Notwithstanding PA Section 7.2.6.1 (*Department-Driven Project Standards Changes*) and PA Section 7.2.6.2 (*Department-Driven Project Standards Changes*), if such resultant changed, added or replacement Technical Provisions encompass matters that are addressed in the Technical Provisions as of the Technical Setting Date, they may, upon inclusion into the Technical Provisions, replace and supersede inconsistent Technical Provisions to the extent designated by the Department in its sole discretion. The Department will identify the superseded provisions in its notice to the Development Entity. For any D&C Work undertaken after the Substantial Completion Date (e.g., Rehabilitation Work), the Development Entity shall comply with the changed, added or replacement Department-Driven Project Standards Change.

7.2.6.4 Refer to PA Section 15.5.1 (*Project Standards Changes*) for provisions relating to Project Standards Changes that are not Department-Driven Project Standards Changes or Project

Standards Changes that are otherwise not raised by the Department to the Development Entity (including changes to certain design, construction, and Performance Requirements raised by the Department to the Development Entity).

7.2.7 The Development Entity shall coordinate the scheduling and performance of the Work with the Department in accordance with the Contract Documents and as is necessary to minimize impacts and delays to the Project.

7.2.8 Notwithstanding the foregoing in this PA Section 7.2 (*Performance, Design and Construction Standards; Deviations; Permitted Design Exceptions*), the Development Entity acknowledges that FHWA also has or may have approval rights with respect to Design Exceptions. Furthermore, the Development Entity acknowledges and agrees that the Department does not seek additional Design Exceptions or Design Variances for the Project, and notwithstanding any FHWA approval rights, the Department may reject any request for additional Design Exceptions or Design Variances in its sole discretion.

7.3 Development Entity Responsibility for Nonconforming Work

7.3.1 Generally

7.3.1.1 If Nonconforming Work is discovered by the Development Entity or the Department prior to the Substantial Completion Date (or, in the case of any Punchlist items, prior to the Final Acceptance Date), the Development Entity shall:

- a. correct all Nonconforming Work in accordance with and, if during the D&C Period, subject to PA Section 7.12.3 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*);
- b. promptly take all necessary action to prevent similar Nonconforming Work from occurring; and
- c. in the event of persistent and repetitive discovery of Nonconforming Work of a similar nature, make any amendments to the Quality Management Plan to the extent necessary to diminish the likelihood of future occurrence of similar Nonconforming Work in accordance with TP Section 3.3.9 (Quality Management Plan).

7.3.1.2 The Development Entity may not claim any relief or compensation with respect to the correction of any Nonconforming Work, except to the extent that it is entitled to claim any relief or compensation pursuant to PA Section 14.2 (*Relief Event and Compensation Event Determinations*).

7.3.2 Disputes Regarding Nonconforming Work

7.3.2.1 The Department shall respond to any NCE Notice within 10 Business Days after its receipt thereof. In the event that the Department disagrees with any portion of an NCE Notice, the Parties will attempt in good faith to resolve the Dispute. In the event good faith efforts fail to resolve the subject Dispute within 10 Business Days after the Department's response to the subject NCE Notice, then either Party may refer the matter for determination in accordance with the Dispute Resolution Procedures.

7.3.2.2 In the event that the Development Entity disagrees with any Department NCE determination furnished pursuant to TP Section 2.12.2 (Notification of Noncompliance Events by the Department), the Parties will attempt in good faith to resolve such Dispute. In the event good faith efforts fail to resolve such Dispute within 10 Business Days after the Department's written Notice to the

Development Entity of the subject NCE, then either Party may refer the matter for determination in accordance with the Dispute Resolution Procedures.

7.3.2.3 For the avoidance of doubt, in the event of any Dispute pursuant to PA Section 7.3.2.1 (Disputes Regarding Nonconforming Work) or PA Section 7.3.2.2 (Disputes Regarding Nonconforming Work) the Department shall have the right to issue a Directive Letter in accordance with PA Section 15.3 (Directive Letters) pending resolution of the subject Dispute.

7.3.3 Correction of Nonconforming Work

7.3.3.1 The Development Entity shall replace, re-work or repair all Nonconforming Work expeditiously and diligently in accordance with the appropriate NCE disposition accepted by the Department pursuant to TP Section 2.12.1 (Noncompliance Event Notice).

7.3.3.2 The Development Entity shall notify the Department that the Nonconforming Work has been corrected promptly (and in any event within ten Business Days) after its correction.

7.3.3.3 If the Development Entity has requested an NCE disposition of "accept-as-is", then prior to the Department accepting such disposition, the Parties shall agree:

a. an amount to be paid by the Development Entity to the Department to reimburse the Department for the relevant completed Work not meeting all the requirements of the Project Agreement, taking into account any additional costs which may be incurred by the Department or any Department-Related Entity as a result of such failure and the Development Entity's cost savings as compared to implementing an "NCE Cure" NCE disposition;

b. any other consequences under the Project Agreement arising from the relevant completed Work not meeting all of the requirements; and

c. adjustments as to or exceptions from any basis for relief under the Contract Documents to account for such acceptance and Project impacts associated therewith.

7.3.3.4 If the Development Entity has requested an NCE disposition of "NCE Cure" or the Department in its sole discretion has required an NCE disposition of "NCE Cure", then prior to the Department accepting the Development Entity's proposed plan for NCE Cure, the Parties shall agree upon any other consequences under the Project Agreement arising from the relevant completed Work not meeting all of the requirements (notwithstanding eventual repair).

7.3.3.5 Following agreement of the matters referred to in this PA Section 7.3.3 (Correction of Nonconforming Work) and the Department's acceptance of the NCE disposition, the Development Entity shall deduct the amount agreed, if any, under this PA Section 7.3.3 (Correction of Nonconforming Work) from the next applicable Availability Payment in accordance with the terms set forth in this Project Agreement.

7.3.4 Right to Uncover

7.3.4.1 The Development Entity shall ensure that the Department is provided with reasonable advance Notice of, and the opportunity to witness, all inspection and test activity with respect to the D&C Work and Rehabilitation Work in accordance with the Project Agreement.

7.3.4.2 If the Development Entity does not provide the Department with the Notice and opportunity pursuant to PA Section 7.3.4.1 (*Right to Uncover*), the Development Entity shall, at the request of the Department, uncover any relevant part of the Work that has been covered up or otherwise put out of view to permit the Department to inspect the relevant Work. The Development Entity shall bear all costs of any uncovering or removal, regardless of whether or not any Nonconforming Work is discovered in the relevant Work.

7.3.4.3 In addition to its rights under PA Section 7.3.4.2 (*Right to Uncover*), the Department may give Notice to the Development Entity requiring the Development Entity to uncover and inspect (or to allow the Department to inspect) any part or parts of the Work, or to test any part or parts of the Work, if the Department believes that:

- a. such part or parts of the Work contains Nonconforming Work; or
- b. the Development Entity has failed to comply with the requirements of the Project Agreement relevant to such part or parts of the Work.

Such notice must include reasonably detailed reasons for the required uncovering, inspection or tests.

7.3.4.4 The Development Entity shall comply with any Notice delivered under PA Section 7.3.4.3 (*Right to Uncover*).

7.3.4.5 If any inspection or test carried out pursuant to PA Section 7.3.4.3 (*Right to Uncover*) and PA Section 7.3.4.4 (*Right to Uncover*) show that:

- a. the relevant part or parts of the Work contains Nonconforming Work; or
- b. the Development Entity has failed to comply with the requirements of the Project Agreement relevant to such part or parts of the Work,

then the Development Entity:

(A) shall diligently correct all such Nonconforming Work or non-compliance at no cost to the Department; and

(B) the Development Entity will not have a right to claim any compensation, relief or extensions of time with respect to the exercise by the Department of its right under PA Section 7.3.4.3 (*Right to Uncover*).

c. If any inspection or test carried out pursuant to PA Section 7.3.4.3 (*Right to Uncover*) and PA Section 7.3.4.4 (*Right to Uncover*) shows that:

- i. the relevant part or parts of the Work does not contain Nonconforming Work; and
- ii. the Development Entity has complied with the requirements of this Project Agreement relevant to such part or parts of the Work,

then, the exercise by the Department of its right under PA Section 7.3.4.3 (*Right to Uncover*) will constitute a Compensation Event and a Relief Event, as and to the extent provided in the respective clauses of the definitions thereof.

d. Regardless as to whether the exercise of the Department's right under PA Section 7.3.4 (Right to Uncover), constitutes a Compensation Event or a Relief Event, following inspection by the Department (and, if Nonconforming Work, correction thereof), the Development Entity shall restore the Work to the standard required by the Contract Documents.

7.3.5 Assessment of Noncompliance Points

For each Noncompliance Event, the number of Noncompliance Points specified for such Noncompliance Event in the NCE Tables will be assessed as follows:

7.3.5.1 With respect to a Noncompliance Event that has an NCE Cure Period, no Noncompliance Points shall be assessed during the applicable NCE Cure Period.

7.3.5.2 On the date of expiration for any applicable NCE Cure Period (or if no NCE Cure Period exists, on the Noncompliance Start Date), the number of Noncompliance Points specified for such Noncompliance Event in the NCE Tables will be assessed, provided that:

a. during the "Interval of Recurrence" specified in the NCE Tables for the subject Noncompliance Event, further Noncompliance Points shall not accrue;

b. if such Noncompliance Event continues to exist past the expiration of the applicable "Interval of Recurrence", then, without necessity for further Notice to the Development Entity, the number of Noncompliance Points specified for such Noncompliance Event in the NCE Tables shall again be assessed (for avoidance of doubt, such assessment to be in addition to the Noncompliance Points previously assessed for such Noncompliance Event) and a new "Interval of Recurrence" equal to the prior "Interval of Recurrence" shall commence upon expiration of the prior "Interval of Recurrence", such reassessment to continue at the expiration of each successive "Interval of Recurrence" until an NCE Cure of such Noncompliance Event has occurred; and

c. any subsequent recurrence of the same Noncompliance Event shall be treated as a separate Noncompliance Event and shall accrue Noncompliance Points.

7.3.5.3 If the occurrence of a breach or failure to perform obligations under the Project Agreement directly gives rise to two or more Noncompliance Events (one of which is more specific to such occurrence and the other(s) more general), then such occurrence shall be deemed to only give rise to the Noncompliance Event which is more specific to such occurrence. For the avoidance of doubt, this PA Section 7.3.5.3 (Assessment of Noncompliance Points) shall not limit the Department's ability to assess Noncompliance Points if an occurrence gives rise to separate specific Noncompliance Events (including where a separate Noncompliance Event relates to corrective action associated with the occurrence which gave rise to the original Noncompliance Event).

7.3.6 Failure to Implement Corrective Action Plan

7.3.6.1 If the Development Entity is required to submit a Corrective Action Plan in accordance with TP Section 2.12.5 (Corrective Action Plan) and fails to submit such a Corrective Action Plan or to diligently implement a Department-accepted Corrective Action Plan, then the Department may serve a Notice on the Development Entity giving reasonable details of such failure.

7.3.6.2 If the Development Entity has not corrected such failure to comply with the provisions of the Corrective Action Plan within 10 Business Days, or such longer time period as is reasonably necessary, after receipt of a notification under PA Section 7.3.3.2 (Correction of Nonconforming

Work), then, subject to any applicable cure periods a Development Entity Default will occur under PA Section 18.1.1.8 (Development Entity Default).

7.3.7 No Limitation

Nothing contained in the Project Agreement in any way limits the right of the Department to assert claims for damages resulting from Defects in the Work for the period of limitations prescribed by applicable Law, and the obligations of the Development Entity under this PA Section 7.3 (The Development Entity Responsibility for Nonconforming Work) are in addition to any other rights or remedies the Department may have under the Project Agreement or under applicable Law.

7.4 Design Implementation and Submittals

7.4.1 The Development Entity, through the appropriately qualified and licensed design professionals, shall prepare all designs, plans and specifications in accordance with the Contract Documents.

7.4.2 The Development Entity shall deliver to the Department accurate and complete Design Documents (including the Record Drawings), Plans, and Construction Documents within the time and in the form required by the TP Section 3 (Work Management and Administration).

7.4.3 The Engineer of Record with respect to each relevant discipline shall initiate and the Lead Design Manager shall sign and dispatch to the Department all requests for information prior to the requests being submitted to the Department.

7.5 Utilities

7.5.1 Responsibility for Utility Work

7.5.1.1 Except to the extent that the Development Entity is entitled to a Relief Event or a Compensation Event under this Project Agreement and as set forth in PA Section 7.5.1.2 (Responsibility for Utility Work) hereof, the Development Entity shall be responsible for the performance of and shall bear the sole risk, schedule impact, and cost of (except to the extent such costs are the Utility Owner's responsibility under the applicable Utility agreement or applicable Law):

a. all Utilities Coordination and Investigation Work (for avoidance of doubt, to include, (i) bearing the risk of any Errors or oversights with respect to the Identified Utility Adjustments, and (ii) Utility Coordination and Investigation Work necessitated by Unidentified Utility Facilities);

b. any Utility Adjustment Work with respect to the Identified Utility Adjustments for which the Development Entity shall be responsible via Change Order issued pursuant to PA Section 7.5.1.3 (Responsibility for Utility Work); and

c. without limiting PA Section 7.5.1.2 (Responsibility for Utility Work), all direct and indirect Utility Adjustment Work needed to effect the Utility Adjustment of a particular Utility so as to comply with the Contract Documents.

7.5.1.2 The Department shall be responsible for causing the performance of and shall bear the sole risk, schedule impact, and cost of the Utility Adjustment Work with respect to the Identified Utility Adjustments and Unidentified Utility Facilities identified by the Development Entity within the first 180 days after NTP2 is issued as necessary for the Work, in each case in accordance with the Project Schedule, which, for avoidance of doubt, shall include negotiating and entering into agreements

with applicable Utility Owners to perform or permit the performance of Utility Adjustment Work. The Development Entity shall provide any necessary support and coordinate with the Department as may be necessary with respect to the Department's negotiation and administration of any such agreements with Utility Owners.

7.5.1.3 The Department may require the Development Entity to perform any Utility Adjustment Work necessary with respect to the Identified Utility Adjustments, in which case the Department shall issue a Change Order in respect of such Utility Adjustment Work in accordance with PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*). Any such Utility Adjustment Work shall, following the execution of such Change Order, be subject generally to the requirements of this Project Agreement pertaining to Construction Work and performed in a manner necessary to ensure that upon Substantial Completion, all Utilities that might impact the Project are compatible with the Project. Except where the Development Entity is otherwise entitled to a Relief Event or the Parties agree otherwise in the applicable Change Order, such a Change Order shall not entitle the Development Entity to any adjustment to the Baseline Project Schedule.

7.5.1.4 Without limiting the Development Entity's right to assert the occurrence of a Relief Event or a Compensation Event, with respect to all Utility Adjustment Work performed by the Department or a Utility Owner performing under a Utility agreement with the Department, the Development Entity shall support, cooperate, and coordinate with the Department or applicable Utility Owner as may be necessary to ensure that upon Substantial Completion, all Utilities that might impact the Project (whether located within or outside the Site) are compatible with the Project.

7.5.1.5 Except as set forth in PA Section 7.5.1.2 (*Responsibility for Utility Work*), the Development Entity shall be responsible for the performance of any necessary Utility Adjustment Work with respect to Unidentified Utility Facilities. Except (a) to the extent that the Development Entity is entitled to a Relief Event or a Compensation Event under this Project Agreement or as to risks for which the Department assumes responsibility under PA Section 7.5.1.2 (*Responsibility for Utility Work*) hereof, or (b) where Utility Adjustment Work performed with respect to an Unidentified Utility Facility is necessary for the Project, the Development Entity will bear the all costs and expenses associated with Unidentified Utility Facilities, and the Development Entity shall not be entitled to additional time as a result of discovery or encounter of, or forgiveness for performance due to, Unidentified Utility Facilities. "Necessary for the Project", as used in this section, mean that completion of the Project in accordance with the then applicable Design Documents is infeasible without such Utility Adjustment Work.

7.5.2 Utility Enhancements

7.5.2.1 The Development Entity shall be responsible for addressing any requests by the Department that the Development Entity design or construct a Betterment or Utility Owner Project (collectively, "Utility Enhancements"). Any Betterment performed as part of a Utility Adjustment by the Development Entity shall be subject to the same standards and requirements as if it were a necessary Utility Adjustment. The Development Entity shall perform any work on a Utility Owner Project only by separate contract outside of the Work. Under no circumstances shall the Development Entity proceed with any Utility Enhancement that is incompatible with the Project or is not in compliance with Law, any Governmental Approval or the Contract Documents. The Development Entity may, in its sole discretion, design and construct Utility Enhancements.

7.5.2.2 The Development Entity is solely responsible for collecting directly from the relevant Utility Owner any payment for which the Utility Owner is responsible pursuant to any agreement for Utility Enhancements. Subject to the terms of the Contract Documents, if for any reason the

Development Entity is unable to collect any amounts due to the Development Entity from any Utility Owner for such out of scope utility relocation work, then:

- a. the Department shall have no liability for such amounts;
- b. the Development Entity shall have no right to collect such amounts from the Department or to offset such amounts against amounts otherwise owing from the Development Entity to the Department; and
- c. the Development Entity shall have no right to suspend the Work or to exercise any other remedies against the Department on account of such failure to pay.

7.5.3 Utility Accommodation

It is anticipated that from time to time during the Construction Period, Utility Owners will apply for additional Utility permits to install new Utilities that would cross or longitudinally occupy areas of the Site that are subject to the Department's permitting jurisdiction, or to modify, repair, upgrade, relocate or expand existing Utilities within such areas. For such Utility permit applications submitted prior to the Final Acceptance Date, the Development Entity shall use reasonable efforts to assist the Department in its consideration of each Utility permit application in accordance with the Contract Documents. Further, the Development Entity shall use reasonable efforts to (a) make available upon request the most recent Project design information or Record Drawings, as applicable, to the applicants; (b) assist each applicant with information regarding the location of other proposed and existing Utilities; and (c) coordinate work schedules with such applicants as appropriate to avoid interference with the operation of the Project.

7.5.4 Failure of Utility Owners to Cooperate

7.5.4.1 The Development Entity shall use diligent efforts to obtain the cooperation of each Utility Owner as necessary to perform the Utilities Coordination and Investigation Work and the Utility Adjustment Work for which the Development Entity is responsible under PA Section 7.5.1 (Responsibility for Utility Work). With regard to the foregoing, the Development Entity shall notify the Department promptly if the Development Entity believes that:

- a. any Utility Owner would not undertake or permit a Utility Adjustment in a manner consistent with the timely completion of the Project or in accordance with Law, any Governmental Approval, or the Contract Documents;
- b. any Utility Owner is not cooperating in a timely manner to provide agreed-upon work or approvals; or
- c. any other dispute will arise between the Development Entity and a Utility Owner with respect to the Project, despite the Development Entity's diligent efforts to obtain such Utility Owner's cooperation or otherwise resolve such dispute (including a dispute relating to a Utility Enhancement).

Such Notice may include a request that the Department assist in resolving the dispute or in otherwise obtaining the Utility Owner's timely cooperation or compliance. The Development Entity shall provide the Department with such information as the Department requests regarding the Utility Owner's failure to cooperate or comply, to the extent that the Development Entity has access to such requested information, and the effect of any resulting delay on the Baseline Project Schedule. After delivering to the Department any Notice or request for assistance, the Development Entity shall continue to use diligent efforts to pursue the Utility Owner's cooperation.

7.5.4.2 If the Development Entity requests the Department's assistance pursuant to PA Section 7.5.4.1 (Failure of Utility Owners to Cooperate), then the following provisions shall apply:

- a. The Development Entity shall provide evidence that:
 - (i) the subject Utility Adjustment is necessary;
 - (ii) the time for completion of the Utility Adjustment in the Baseline Project Schedule was, at its inception, a reasonable amount of time for completion of such work based on the information known by the Development Entity at such time;
 - (iii) the Development Entity has made diligent efforts to obtain the Utility Owner's cooperation; and
 - (iv) the Utility Owner is not cooperating or complying (the foregoing clauses (i) through (iv) are referred to herein as the "Utility Conditions to Assistance").

b. following the Department's receipt of evidence in accordance with PA Section 7.5.4.2 (Failure of Utility Owners to Cooperate), the Department shall promptly take such reasonable steps as the Development Entity may request to obtain the cooperation of the Utility Owner or resolve the dispute; provided, however, the Department shall have no obligation to prosecute eminent domain or other legal proceedings, or to exercise any other remedy available to it under Law or existing contract unless the Department elects to do so in its sole discretion; and

c. any assistance the Department provides shall not relieve the Development Entity of its responsibility for satisfactory compliance with its obligations and timely completion of Utility Adjustment Work for which the Development Entity is responsible under PA Section 7.5.1 (Responsibility for Utility Work), except as otherwise expressly set out herein.

7.5.4.3 If the Department objects in writing to a request for assistance pursuant to PA Section 7.5.4.2 (Failure of Utility Owners to Cooperate), based on the Development Entity's failure to satisfy one or both of the Utility Conditions to Assistance described in subclauses (iii) or (iv) of PA Section 7.5.4.2 (Failure of Utility Owners to Cooperate) then the Development Entity shall take such action as is appropriate to satisfy the condition(s) and shall then have the right to submit another request for assistance on the same subject matter or may dispute such conclusion.

7.5.4.4 Reserved.

7.5.4.5 Notwithstanding the foregoing, no resubmittal will be accepted unless the provisions of PA Section 7.5.4.2 (Failure of Utility Owners to Cooperate) have been complied with or otherwise waived. This process shall be followed until the Development Entity succeeds in obtaining the Utility Owner's cooperation or in otherwise resolving the dispute or until the Utility Conditions to Assistance have been satisfied. The Development Entity shall have the right to submit any matter arising in respect of the foregoing for resolution according to the Dispute Resolution Procedures.

7.5.5 Revenue from Utilities

To the extent, if any, that an agreement with a Utility Owner would provide revenue with respect to the use or occupation by a Utility of space in the Project Limits, such revenue shall inure to the benefit of the Department and the Development Entity shall have no interest therein.

7.6 Bridge Completion

7.6.1 Bridge Completion

7.6.1.1 The Department will promptly issue a written certificate of Bridge Completion as to a Bridge at such time as Bridge Completion for such Bridge occurs, subject to the terms and conditions of this PA Section 7.6 (*Bridge Completion*).

7.6.1.2 Subject to PA Section 7.6.1.3 (*Bridge Completion*), Bridge Completion as to a Bridge shall occur upon satisfaction of the following criteria:

a. the D&C Work for the Bridge, including specifically completion of all Bridge-Specific Requirements for the Bridge set forth in TP Attachment 2 (Bridge-Specific Requirements - Lenhartsville), TP Attachment 4 (Bridge-Specific Requirements - Canoe Creek), TP Attachment 5 (Bridge-Specific Requirements - Nescopeck), TP Attachment 6 (Bridge-Specific Requirements - North Fork), TP Attachment 7 (Bridge-Specific Requirements - White Haven), and TP Attachment 8 (Bridge-Specific Requirements - Susquehanna), as applicable is completed in accordance with the Contract Documents, such that the Bridge is sufficiently complete, can be used for its intended purpose, and in a condition that can be opened for normal and safe vehicular travel in all lanes and at all points of entry and exit, subject only to Bridge Punchlist items;

b. all systems and Project equipment with respect to the Bridge are installed, functional, operational, functioning, have passed all inspections and tests required under the Contract Documents (and the Department has received all reports, data, and documentation relating to such inspections and tests that evince compliance with this condition), are otherwise compliant with the requirements of the Contract Documents, and comply, in all respects, with all applicable Laws;

c. all lanes of traffic (including ramps, related bridges, approaches, interchanges, collector/distributor lanes, auxiliary lanes, overpasses, underpasses, other crossings) set forth in the RFC Design Documents for the subject Bridge are in their final configuration and available for normal and safe use and operation in each case without the need for temporary traffic controls or for Lane Closures at any time, including due to the existence of or need to complete Bridge Punchlist items;

d. all commitments related to the Work as relates to the Bridge and as required pursuant to NEPA Approvals have been completed in accordance therewith and the Contract Documents;

e. all Utility Adjustment Work as relates to the Bridge has been completed in accordance with all relevant agreements and utility clearances in respect of such Utility Adjustment Work;

f. all Submittals as relates to the Bridge (including all reports, data (including Project Data, as applicable) and documentation relating to any tests) have been submitted to and accepted by the Department, as applicable, in each case in accordance with the Submittal Packaging Requirements Database and the terms hereof;

g. the Department has accepted the Development Entity-proposed-final Maintenance Limits in accordance with TP Section 22.6.1 (Maintenance Limits);

h. the Development Entity has completed all Work pertaining to the demolition removal, and removal of any associated bridge and attendant approaches and departures therefrom not used in connection with the applicable Bridge is complete, and securing of that portion of the Site that directly relates to the Bridge and to Bridge Completion, as reasonably determined by the Department, such that any

removed structures pertaining to the demolished/removed bridge and approaches/departures render such portion of the Site in a neat, clean, and orderly condition in this regard;

i. the Development Entity has paid in full all amounts due and owing to the Department pursuant to the Contract Documents (including, if applicable, Liquidated Damages, Monthly Noncompliance Adjustments and Lane Closure Rental Fees) that, in each case, are not in Dispute;

j. there exist no uncured Development Entity Defaults that are the subject of a Remedial Notice, or with the giving of notice or passage of time, or both, could become the subject of a Remedial Notice (except any Development Entity Default for which Final Acceptance will affect its cure);

k. the Development Entity has certified to the Department in writing that no overdue amounts owing to any first-tier Contractor remain unpaid (except for amounts relating to good faith disputes);

l. [Reserved];

m. Department issuance of the "Bridge Birth Certificate" for the Bridge, pursuant to the process set forth in TP Section 14.3 (Bridges);

n. assignment by the Department of the Bridge Key; and

o. the Development Entity has satisfied any other requirements or conditions for Bridge Completion for the Bridge set forth in the Technical Provisions (including specifically the Bridge-Specific Requirements as pertains to the Bridge being considered for Bridge Completion).

7.6.1.3 The Development Entity shall provide the Department with Notice with respect to the date the Development Entity determines that it will satisfy all of the conditions in PA Section 7.6.1.2 (*Bridge Completion*) no later than 90 days prior to such date, including a draft Bridge Punchlist, and the Parties shall undertake the following actions:

a. the Development Entity shall prepare a Bridge "closeout" plan, extracted from the D&C Closeout Plan, and the Development Entity shall submit the Bridge "closeout" plan to the Department at least 75 days prior to the date on which the Development Entity anticipates achieving Bridge Completion. Upon acceptance by the Department, the Development Entity shall implement the accepted Bridge "closeout" plan.

b. The Parties will review and agree upon a final Bridge Punchlist, pursuant to PA Section 7.6.2 (*Bridge Punchlist*)

c. During the period following receipt of the Notice described in PA Section 7.6.1.3 (*Bridge Completion*), the Development Entity shall be reasonably available to meet and confer and exchange information with the Department on a regular basis (and shall make itself available no less frequently than twice per week during the period that is 60 days prior to the anticipated date for achievement of Bridge Completion set forth in such Notice) with the goal of such meetings being to help facilitate the Department's orderly, timely inspection and review of the Bridge and related portions of the Project and the applicable RFC Design Documents and Construction Documents, progress on completion by or on behalf of the Development Entity of the Bridge Punchlist, and the Department's issuance of a written certificate of Bridge Completion.

d. After the Development Entity has given the Notice described in PA Section 7.6.1.3 (*Bridge Completion*), and upon agreement by the Parties as to the component part of the Bridge Punchlist,

the Development Entity shall provide the Department a final Notice when the Development Entity has completed (or the Department has waived or deferred some or all of the component parts of) the Bridge Punchlist and determines it has achieved Bridge Completion with respect to a Bridge. The Notice shall include a written certification, in form reasonably acceptable to the Department, that the Development Entity has met all the conditions set forth in PA Section 7.6.1.2 (*Bridge Completion*).

e. Following receipt of the final Notice referenced in PA Section 7.6.1.3(d) (*Bridge Completion*), within 15 Business Days thereafter the Department will either (i) issue the written certificate of Bridge Completion, or (ii) notify the Development Entity in writing setting forth, as applicable, why the Project has not satisfied the conditions to Bridge Completion.

f. If the Department and the Development Entity cannot agree as to the satisfaction of any conditions precedent to Bridge Completion, such Dispute shall be resolved according to the Dispute Resolution Procedures.

7.6.2 Bridge Punchlist

7.6.2.1 Following the Department acceptance of the Development Entity's Bridge-specific "closeout" plan pursuant to PA Section 7.6.1.3 (*Bridge Completion*), the Development Entity shall promptly commence work on the itemized list of Bridge-specific Construction Work ("Bridge Punchlist") items, and diligently prosecute such Work to completion, consistent with the Contract Documents, within the time period to be set forth in the Bridge-specific "closeout" plan and otherwise consistent with the Project Management Plan.

7.6.2.2 The Development Entity shall be responsible for maintaining and updating the Bridge Punchlist in accordance with the Contract Documents.

7.6.2.3 Each Party shall have the right to add items to the Bridge Punchlist, and neither Party shall have a right to remove any item added by the other Party without the other Party's express permission. If the Development Entity objects to the addition of an item by the Department, the item shall be noted as included under protest, and if the Parties thereafter are unable to reconcile the protest, the Dispute shall be resolved according to the Dispute Resolution Procedures.

7.6.2.4 The Parties may, but shall not be deemed required, to defer completion of Bridge Punchlist items to the Punchlist and thereafter, satisfactory completion, waiver, or deferral of completion of the Bridge Punchlist.

7.6.3 Covenants Regarding Bridge Completion

The Parties acknowledge and agree that as concerns Bridge Completion, as pertains to each Bridge:

7.6.3.1 achievement of Bridge Completion as to a Bridge, including specifically completion of Bridge Punchlist items not waived by the Department, is a final determination by the Department and, excepting only as to those Bridge Punchlist items deferred in writing as identified in the certificate of Bridge Completion (as to such Bridge), subsequent considerations of Substantial Completion, composition of the Punchlist, and Final Acceptance shall not reevaluate the criteria for achievement of Bridge Completion as to such Bridge;

7.6.3.2 at such time, the Maintenance Period, as pertains to the Maintenance Limits associated with the Bridge, as specified under the Contract Documents or otherwise as agreed by the Parties, shall commence;

7.6.3.3 at such time, the Warranty Period with respect to the Bridge and associated Work, as reasonably determined by the Department, shall commence;

7.6.3.4 without waiving any of the Department's rights under the Contract Documents, Bridge Completion, in itself, is not a basis to assert a right to any payment, including specifically any Availability Payment, hereunder.

7.7 Substantial Completion, Punchlist, Final Acceptance

7.7.1 Substantial Completion

7.7.1.1 The Department will promptly issue a written certificate of Substantial Completion at such time as Substantial Completion occurs and which reflects the actual date of Substantial Completion (i.e., the date on which the last of the following conditions is satisfied), subject to the terms and conditions of this PA Section 7.7.1 (*Substantial Completion*).

7.7.1.2 Subject to PA Section 7.7.1.3 (*Substantial Completion*), and without limiting PA Section 7.6.3.1 (*Covenants Regarding Bridge Completion*), Substantial Completion shall occur upon satisfaction of the following criteria:

a. the D&C Work is completed in accordance with the Contract Documents, such that the Project is sufficiently complete, can be used for its intended purpose, and in a condition that can be opened for normal and safe vehicular travel in all lanes and at all points of entry and exit, subject only to Punchlist items;

b. all systems and Project equipment are installed, functional, operational, functioning, have passed all inspections and tests required under the Contract Documents (and the Department has received all reports, data, and documentation relating to such inspections and tests that evince compliance with this condition), are otherwise compliant with the requirements of the Contract Documents, and comply, in all respects, with all applicable Laws;

c. all lanes of traffic (including ramps, bridges, approaches, interchanges, collector/distributor lanes, auxiliary lanes, overpasses, underpasses, other crossings) set forth in the RFC Design Documents are in their final configuration and available for normal and safe use and operation in each case without the need for temporary traffic controls or for Lane Closures at any time, including due to the existence of or need to complete Punchlist items;

d. all commitments related to the Work as required pursuant to NEPA Approvals have been completed in accordance therewith and the Contract Documents;

e. All Utility Adjustment Work has been completed in accordance with all relevant agreements and utility clearances in respect of such Utility Adjustment Work;

f. the Development Entity has submitted to the Department all the DBE Monthly Status Reports, including the final certificate of payment, in accordance with PA Section 11.8 (*Disadvantaged Business Enterprise*) and all the OJT Monthly Progress Reports in accordance with PA Section 11.9 (*Job Training Program*);

g. the Development Entity has conducted all required training sessions with the Department personnel as required pursuant to the Technical Provisions and has delivered to the Department all records and course completion certificates issued to each of the subject personnel;

h. all Submittals required by the Contract Documents to be submitted to the Department prior to Substantial Completion (including all reports, data (including Project Data, as applicable) and documentation relating to any tests) have been submitted to and accepted by the Department, as applicable, in each case in accordance with the Submittal Packaging Requirements Database and the terms hereof;

i. the Punchlist has been prepared and agreed between the Parties;

j. [Reserved];

k. the Development Entity has made all deposits to the Intellectual Property Escrow as is required under this Project Agreement;

l. the Development Entity has completed all Work pertaining to the demolition removal, and removal of the bridge and attendant approaches and departures therefrom not used in connection with the Project as complete, and securing of the Site, such that any removed structures pertaining to the demolished/removed bridge and approaches/departures render the Site in a neat, clean, and orderly condition in this regard;

m. Bridge Completion has been achieved for all Bridges identified in the Package Proposal;

n. the Development Entity has paid in full all amounts due and owing to the Department pursuant to the Contract Documents (including, if applicable, Liquidated Damages) that, in each case, are not in Dispute;

o. there exist no uncured Development Entity Defaults that are the subject of a Remedial Notice, or with the giving of notice or passage of time, or both, could become the subject of a Remedial Notice (except any Development Entity Default for which Final Acceptance will affect its cure);

p. the Development Entity has certified to the Department in writing that no overdue amounts owing to any first-tier Contractor remain unpaid (except for amounts relating to good faith disputes); and

q. the Development Entity has satisfied any other requirements or conditions for Substantial Completion set forth in the Technical Provisions.

7.7.1.3 The Development Entity shall provide the Department with Notice with respect to the date the Development Entity determines that it will satisfy all of the conditions in PA Section 7.7.1.2 (*Substantial Completion*) no later than 90 days prior to such date, and the Parties shall undertake the following actions:

a. the Development Entity shall prepare an update to the D&C Closeout Plan, in accordance with the requirements of TP Section 3.3.22 (Design and Construction Closeout Plan), and the Development Entity shall submit the D&C Closeout Plan to the Department at least 75 days prior to the date on which the Development Entity anticipates achieving Substantial Completion. Upon acceptance by the Department in accordance with the terms hereof, the Development Entity shall implement the accepted D&C Closeout Plan.

b. During the period following receipt of the Notice described in PA Section 7.7.1.3 (*Substantial Completion*), the Development Entity shall be reasonably available to meet and confer and exchange information with the Department on a regular basis (and shall make itself available no less

frequently than twice per week during the period that is 60 days prior to the anticipated Substantial Completion Date set forth in such Notice) with the goal of such meetings being to help facilitate the Department's orderly, timely inspection and review of the Project and the applicable RFC Design Documents and Construction Documents, and the Department's issuance of a written certificate of Substantial Completion.

c. During the period identified in PA Section 7.7.1.3 (*Substantial Completion*), the Department will conduct an inspection of the Project and its components, a review of the applicable RFC Design Documents, Construction Documents, and conduct such other investigation and review of reports, data, and documentation as may be necessary or desirable, in the Department's sole discretion, to evaluate whether all conditions to achievement of Substantial Completion have been satisfied.

d. After the Development Entity has given the Notice described in PA Section 7.7.1.3 (*Substantial Completion*), the Development Entity shall provide the Department a final Notice when the Development Entity determines it has achieved Substantial Completion. The Notice shall include a written certification, in form reasonably acceptable to the Department, that the Development Entity has met all the conditions set forth in PA Section 7.7.1.2 (*Substantial Completion*).

e. Following receipt of the final Notice referenced in PA Section 7.7.1.3d (*Substantial Completion*), within 15 Business Days thereafter the Department will either (i) issue the written certificate of Substantial Completion, or (ii) notify the Development Entity in writing setting forth, as applicable, why the Project has not satisfied the conditions to Substantial Completion.

If the Department and the Development Entity cannot agree as to the date of Substantial Completion or the satisfaction of any conditions precedent thereto, such Dispute shall be resolved according to the Dispute Resolution Procedures.

7.7.2 Punchlist

7.7.2.1 The Development Entity shall deliver to the Department not less than five Days' prior Notice of the date when the Development Entity will commence any Punchlist field inspections.

7.7.2.2 Following the Department acceptance of the Development Entity's update to the D&C Closeout Plan pursuant to PA Section 7.7.1.3 (*Substantial Completion*), the Development Entity shall promptly commence work on the Punchlist items (prior to Substantial Completion), and diligently prosecute such work to completion, consistent with the Contract Documents, within the time period to be set forth in the D&C Closeout Plan and consistent with the Project Management Plan.

7.7.2.3 The Development Entity shall be responsible for maintaining and updating the Punchlist in accordance with the Contract Documents.

7.7.2.4 Each Party shall have the right to add items to the Punchlist, and neither Party shall have a right to remove any item added by the other Party without the other Party's express permission. If the Development Entity objects to the addition of an item by the Department, the item shall be noted as included under protest, and if the Parties thereafter are unable to reconcile the protest, the Dispute shall be resolved according to the Dispute Resolution Procedures.

7.7.2.5 For avoidance of doubt, the Punchlist will not include any Bridge Punchlist items, as to all Bridges in the Project, that were completed (as evidenced by achievement of Bridge Completion as to each such Bridge) or waived (as expressly stated as waived in the respective certificate of Bridge Completion), but the Punchlist shall include, if not previously achieved, all items deferred (as

expressly stated as deferred but not completed or waived, in the respective certificate of Bridge Completion) for completion prior to Substantial Completion.

7.7.3 Final Acceptance

7.7.3.1 Promptly after achieving Substantial Completion, the Development Entity shall perform all remaining Work (excluding Maintenance Work, which shall be performed by the Development Entity throughout the Maintenance Period) for the Project in accordance with the terms of the D&C Closeout Plan and the Contract Documents.

7.7.3.2 The Department will promptly issue the written certificate of Final Acceptance at such time as all of the following have occurred for the Project:

a. all requirements for Substantial Completion have been and remain satisfied as of the date of issuance of the written certificate of Final Acceptance;

b. all Punchlist items have been completed in accordance with the requirements of the Contract Documents;

c. all special tools, equipment, furnishings, and supplies purchased or used by the Development Entity as provided in the Contract Documents have been delivered to the Department, and all replacement spare parts, equipment, and components, if any, have been purchased, delivered to the Department free and clear of any Liens, are properly stored, or are otherwise arranged for immediate availability;

d. all non-structural aesthetic and landscaping features (other than vegetative ground cover landscaping) have been completed in accordance with TP Section 16 (Context Sensitive Design, Aesthetics, and Landscaping) and the Submittals and other Plans prepared in accordance therewith;

e. the Development Entity has restored to their original condition any lands provided by the Department for temporary access and other activities not forming part of the Project;

f. the Development Entity is in compliance with the timetable for planting and establishing vegetative ground cover landscaping agreed in the accepted D&C Closeout Plan;

g. the Department has received a complete set of the Record Drawings in form and substance required by TP Section 3.5.2.8 (Record Drawings) and otherwise under the Technical Provisions;

h. the Department has received a complete set of Survey Records and Reports in form and substance required by TP Section 10.7 (Survey Record and Reports);

i. if any Governmental Entity with jurisdiction requires any form of certification of design, engineering or construction with respect to the Project or any portion thereof, including any certifications from the Engineer of Record with respect to a certain engineering discipline for the Project or the Lead Design Manager for the Project, the Development Entity has caused such certificates to be executed and delivered and has concurrently issued identical certificates to the Department;

j. all Submittals required under the Technical Provisions and or otherwise under the Contract Documents to be submitted to the Department as a condition, or prior, to Final Acceptance have been submitted, in the form and content required by the Project Management Plan or Contract Documents, and for those requiring the Department acceptance, all such Submittals have been accepted by the Department in accordance with PA Section 6.3 (*Submittal Review; Department Oversight*), as applicable;

k. the Development Entity has delivered to the Department all warranties, manuals and other deliverables required as a condition to Final Acceptance pursuant to the Technical Provisions;

l. the Department has accepted the Record D&C Work Schedule as required under TP Section 3.4.11 (Record D&C Work Schedule);

m. all Utility Adjustment Work, Work under Third Party Agreements, and other work that the Development Entity is obligated to perform (a) for Utilities, (b) counterparties to the Third Party Agreements, and (c) for or on behalf of third parties under other agreements between any Development Entity-Related Entity and any third party, respectively, has been performed in accordance with the applicable agreement, and the Development Entity has paid for all related work by Utility Owners, counterparties to the Third Party Agreements, and other third parties (if any), respectively, that the Development Entity is obligated to pay for, other than disputed amounts;

n. the Development Entity has paid in full all amounts due and owing to the Department pursuant to the Contract Documents (including, if applicable, Liquidated Damages) that, in each case, are not in Dispute;

o. there exist no uncured Development Entity Defaults that are the subject of a Remedial Notice, or with the giving of notice or passage of time, or both, could become the subject of a Remedial Notice (except any Development Entity Default for which Final Acceptance will affect its cure);

p. the Development Entity has received, and paid all associated fees for, all applicable Governmental Approvals and other applicable third party approvals required pursuant to the Contract Documents (except with respect to any Governmental Approvals pertaining only to ongoing Maintenance Work which would not customarily have been obtained as of the date the Project otherwise satisfies the requirements of this PA Section 7.7.3.2 (*Final Acceptance*)), and there exists no uncured material violation of the terms and conditions of any such Governmental Approval or other third party approvals;

q. the Development Entity has submitted to the Department (i) documentation of DBE participation, and (ii) if the DBE Goal is not met, documentation supporting good faith efforts;

r. the Development Entity has delivered to the Department, in accordance with PA Section 17.1.2.4 (*Verification of Coverage*), verification of all required post-Construction Period Insurance Policies required under this Contract Documents;

s. the Development Entity has certified to the Department in writing that no overdue amounts owing to any first-tier Contractor remain unpaid (except for amounts relating to good faith disputes);

t. the Development Entity has caused the MMIS to be fully-functional, populated with customary information respecting the Project, and satisfy all the requirements of TP Section 22.8.1 (Maintenance Management Information System);

u. the Development Entity has satisfied all conditions to commencement of Maintenance Work, as set forth in PA Section 3.4.3 (*Conditions to Commencement of Maintenance Work*);

v. the Development Entity has delivered to the Department a final report as to the activities conducted pursuant to the Development Entity's community engagement and educational outreach plan as described in PA Section 11.11 (*Diversity Enhancements*);

w. the Development Entity has satisfied any other requirements or conditions for Final Acceptance set forth in the Technical Provisions and at Law; and

x. Railroads, if any, have confirmed in writing its acceptance of the Work as relates to each Bridge and satisfaction of any close out conditions each as set forth under any applicable Railroad Agreement, or any necessary Department waivers of this requirement have been approved in writing by the Department, which determination shall be in its sole discretion;

7.7.3.3 The Development Entity shall provide the Department with not less than 15 days' prior Notice of the date the Development Entity anticipates achieving Final Acceptance. During such period following receipt of such Notice, the Development Entity shall be reasonably available to meet and confer and exchange information with the Department on a regular basis (no less frequently than twice per week) with the goal of such meetings being to help facilitate the Department's orderly, timely inspection and review of the Project and the Record Drawings and the Department's issuance of the certificate of Final Acceptance.

7.7.3.4 During such 15-day period, the Department will conduct an inspection of the Punchlist items, a review of the Record Drawings and such other investigation as may be necessary or desirable, in the Department's sole discretion, to evaluate whether the conditions to Final Acceptance have been satisfied.

7.7.3.5 During such 15 day period, the Department will either (a) issue the certificate of Final Acceptance, or (b) notify the Development Entity in writing setting forth, as applicable, why the Project has not met the conditions precedent to Final Acceptance. If the Department and the Development Entity cannot agree as to the date of Final Acceptance or the satisfaction of the conditions precedent thereto, such Dispute shall be resolved according to the Dispute Resolution Procedures.

7.7.3.6 Final Acceptance will not prevent the Department from correcting any measurement, estimate, or certificate made before or after completion of the D&C Work, nor shall it prevent the Department from recovering from the Development Entity overpayment sustained for failure of the Development Entity to fulfill the obligations under the Contract Documents. Final Acceptance shall not relieve the Development Entity from any of its continuing or surviving obligations hereunder, including Warranty obligations and those obligations set forth under PA Article 10 (*Maintenance Period*).

7.7.4 Early Open to Traffic

7.7.4.1 The Department may request that the Development Entity expedite certain sections of the Project, and the Development Entity shall accommodate such requests to the extent that it can do so in consideration of safety to the public and construction personnel and without disruption to the Baseline Project Schedule or an increase in the Development Entity's costs. If, after consultation with the Department, the Development Entity determines that it cannot accommodate the Department's request without disruption to the Baseline Project Schedule or an increase in the Development Entity's costs (or both), the Development Entity shall, within ten Business Days after receiving such initial request by the Department, prepare and deliver for the Department's review, a proposed Change Order, with a detailed breakdown of the necessary changes to the Baseline Project Schedule and any change to the D&C Amount that would be required to accommodate the Department's request, including data and documents supporting the Development Entity's evaluation. The Parties then shall exercise good faith efforts to negotiate a mutually acceptable Change Order (for avoidance of doubt, such Change Order shall be treated under this Project Agreement as if it had originated from a Request for Change Proposal pursuant to PA Section 15.1.2 (*Request for Change Proposal*)).

7.7.4.2 Upon opening the expedited sections of the Project to traffic, the Development Entity shall thereafter perform the remainder of the Work so as to minimize obstruction to traffic.

7.7.4.3 The opening of any such expedited sections of the Project shall not constitute acceptance of the Work or any part thereof or a waiver of any provision of the Contract Documents.

7.7.4.4 Without limiting the Bridge Completion provisions in PA Section 7.6 (Bridge Completion), any request by the Department under this PA Section 7.7.4 (Early Open to Traffic) shall not operate to commence the Maintenance Period nor commencement of the Warranty Period, nor be evidence of achievement of Substantial Completion or Final Acceptance, with respect to such sections of the Project requested by the Department for early opening. The Parties acknowledge and agree that Department requests under this PA Section 7.7.4 (Early Open to Traffic) are distinct from the availability for use of portions of the Project by virtue of Bridge Completion. Any agreements of the Parties otherwise as to the foregoing in this PA Section 7.7.4.4 (Early Open to Traffic) shall be expressly set forth in the Change Order prepared, or imposed, under PA Section 15.1.2 (Request for Change Proposal).

7.8 Hazardous Materials Management

7.8.1 Without limiting the Development Entity's obligations as set forth pursuant to PA Section 7.10 (Environmental Compliance), the parties shall undertake Hazardous Materials Management for Hazardous Materials pursuant to this PA Section 7.8 (Hazardous Materials Management) or otherwise pursuant to a Change Order or Directive Letter in accordance with PA Article 15 (Department Changes; Development Entity Changes; Directive Letters).

7.8.1.1 If the Development Entity encounters Hazardous Materials in connection with the Project or Work, or otherwise becomes aware of any claim in favor of the Development Entity against the Department or a third party arising from a Hazardous Materials Release, the Development Entity shall:

- a. promptly notify the Department in writing and advise the Department of any obligation to notify Commonwealth or federal agencies under applicable Law;
- b. notify any such Commonwealth or federal agencies required to be notified under applicable Law; and
- c. take reasonable steps, including design modifications or construction techniques, to avoid excavation or dewatering in areas with Hazardous Materials.

7.8.1.2 If during the Term, the Department discovers Hazardous Materials in connection with the Project or Work, the Department will promptly notify the Development Entity in writing of such fact.

7.8.1.3 Where excavation or dewatering of Hazardous Materials is unavoidable or is required by applicable Law, the Development Entity shall, subject to this PA Section 7.8 (Hazardous Materials Management) and PA Section 7.10 (Environmental Compliance), utilize appropriately trained Contractors or personnel to conduct the Hazardous Materials Management activities.

7.8.2 The rights and obligations of each Party to carry out remedial action are as follows:

7.8.2.1 Unless the Development Entity receives a Department Hazardous Materials Management Notice pursuant to PA Section 7.8.2.2 (Hazardous Materials Management), the Development Entity shall be solely responsible for performing Hazardous Materials Management, including all required

remediation and disposal of Hazardous Materials on the Site (or off-Site if any Hazardous Materials Release arises out of, relates to, is caused by, or results from the Work or the Project), in each case in accordance with applicable Law, Governmental Approvals, and the Waste Management Plan, even if the required Hazardous Materials Management extends beyond the end of Final Acceptance or the Term, and regardless as to whether Hazardous Materials Management is required due to Pre-existing Hazardous Materials, a Department Release of Hazardous Materials or a Third Party Hazardous Materials Release.

7.8.2.2 At any time following discovery of Hazardous Materials on the Site, the Department may provide the Development Entity with Notice that it will undertake all or a portion of the necessary remedial action itself (a "Department Hazardous Materials Management Notice"), and may thereafter undertake any such remedial action. In no case shall any Department undertaking of Hazardous materials Management with respect to any given Hazardous materials Release constitute a change in responsibility for subsequent (or previously- or concurrently-undertaken) Hazardous materials Management by the Development Entity.

7.8.2.3 Notwithstanding the foregoing, if either Party notifies the other that it desires to preserve claims against other potentially responsible parties, then the Party undertaking the remedial action shall take all commercially reasonable efforts to preserve such claims consistently with Commonwealth Laws and standards; and a reasonable period of time for the Development Entity or the Department, as the case may be, to perform the subject remedial action shall include a sufficient period for the Development Entity or the Department, as the case may be, to comply with the National Contingency Plan or such comparable Commonwealth Laws and standards.

7.8.3 Except to the extent that the Development Entity is entitled to a Relief Event or a Compensation Event under this Project Agreement, or otherwise as expressly provided in this PA Section 7.8 (Hazardous Materials Management), the Development Entity shall not be entitled to any compensation due to increased costs or delays associated with the discovery, handling, storage, removal, remediation, transport, treatment or disposal of Hazardous Materials discovered or encountered in construction of the Project or Utility Adjustments.

7.8.4 Generator, Arranger

7.8.4.1 Except as set forth in PA Section 7.8.4.2 (Generator, Arranger) and otherwise under this PA Section 7.8.4 (Generator, Arranger), as between the Department and the Development Entity, the Development Entity will be deemed the sole generator and arranger under 40 C.F.R. Part 262 with respect to any Hazardous Materials that are (a) Development Entity Releases of Hazardous Materials, and (b) any Hazardous Materials with respect to any Temporary Interests (other than Department Releases of Hazardous Materials). The Development Entity agrees that it shall be identified as the sole generator and arranger of such Hazardous Materials on waste manifests and any other documentation submitted to transporters, disposal facilities and any Governmental Entity. The Development Entity will retain and be responsible for, as between the Department and the Development Entity, all liability and responsibility (including all claims related thereto) relating to any Development Entity Hazardous Materials Release and any Hazardous Materials with respect to any Temporary Interests (other than Department Releases of Hazardous Materials).

7.8.4.2 As between the Department and the Development Entity, the Development Entity will not be deemed the sole generator and arranger under 40 C.F.R. Part 262 with respect to any Pre-existing Hazardous Materials, those Third Party Hazardous Materials Releases identified under clause (j) of the definition of "Relief Event," and Hazardous Materials that are Department Releases of Hazardous Materials identified on waste manifests and any other documentation submitted to transporters, disposal facilities and any Governmental Entity.

7.8.4.3 As between the Department and the Development Entity, the Department agrees to be identified as the sole generator and arranger of with respect to Pre-existing Hazardous Materials, those Third Party Hazardous Materials Releases identified under clause (j) of the definition of "Relief Event," and Department Release of Hazardous Materials. To the extent permitted by Law, and except as provided in PA Section 7.8.4.4 (*Generator, Arranger*), the Department will retain and be responsible for, as between the Department and the Development Entity, all liability and responsibility (including all claims related thereto, but excluding the responsibility for Hazardous Materials Management with respect to any such Hazardous Materials) directly resulting from any Department Release of Hazardous Materials, provided that the aforementioned shall not imply nor be construed as an obligation of Department or the Commonwealth to provide any indemnification to the Development Entity or any other party.

7.8.4.4 If the Development Entity has contributed to any liability or responsibility with respect to such Pre-existing Hazardous Materials, those Third Party Hazardous Materials Releases identified under clause (j) of the definition of "Relief Event," or any other Hazardous Materials Release, including any Department Release of Hazardous Materials, the Department will not be responsible for the portion of any liability or responsibility determined to be caused by the Development Entity, whether judicially or under Dispute Resolution Procedures.

7.8.4.5 Nothing herein shall be construed as limiting the Department's or the Development Entity's rights to seek contribution or payment from (or otherwise take action against) any Person (other than the other Party) that may be responsible (in whole or in part) with respect to any liability or responsibility retained or suffered by the Department or the Development Entity, respectively, with respect to Hazardous Materials or Hazardous Materials Management.

7.8.5 Costs Associated with Hazardous Materials

7.8.5.1 Except (a) to the extent that the Development Entity is entitled to a Relief Event or a Compensation Event under this Project Agreement, (b) as provided in PA Section 7.8.2.2 (*Hazardous Materials Management*), and (c) as provided in PA Section 7.8.5.2 (*Costs Associated with Hazardous Materials*), as between the Development Entity and the Department, all costs associated with any Hazardous Materials, including Hazardous Materials Management, shall be borne by the Development Entity.

7.8.5.2 Subject to PA Section 7.8.4.4 (*Generator, Arranger*), as between the Development Entity and the Department, all costs associated with any Department Release of Hazardous Materials shall be borne by the Department.

7.8.5.3 Notwithstanding anything in the Contract Documents to the contrary, any Department reimbursement to the Development Entity for Hazardous Materials remediation under this Project Agreement shall be limited to the Development Entity's actual costs incurred in remediation of Hazardous Materials Releases on, under, or emanating from the Site, and under no circumstances shall any costs and expenses (a) attributable to the Development Entity Releases of Hazardous Materials and any Hazardous Materials with respect to any Temporary Interests (other than Department Releases of Hazardous Materials), and (b) attorneys' fees or other expenses incurred by the Development Entity in demonstrating or determining the proportionate responsibility between the parties as to the Development Entity Release(s) of Hazardous Materials, Department Release(s) of Hazardous Materials, Third Party Hazardous Materials Releases, and Pre-existing Hazardous Materials, in each case, be chargeable to or reimbursed by the Department. Nothing in this PA Section 7.8.5 (*Cost Associated with Hazardous Materials*) shall be construed to abrogate the exclusions under PA Section 14.6 (*Limitations on Delay Costs*)

and Acceleration Costs; No Disruption Damages; General Provisions and Obligations Relating to Relief Events and Compensation Events).

7.9 Hazardous Materials Claims

7.9.1.1 The Department shall have the right to participate in the defense of any claim against the Development Entity or the Project arising from a Hazardous Materials Release.

7.9.1.2 The Development Entity shall not settle or accept any settlement of any claim arising from Hazardous Materials Release without the Department's prior written consent, given in its sole discretion.

7.9.1.3 The requirements of PA Section 7.8.5 (*Costs Associated with Hazardous Materials*) shall in no way limit any rights the Department may have pursuant to PA Section 17.4 (*Defense and Indemnification Procedures*).

7.10 Environmental Compliance

The Development Entity, and the Development Entity's Work, shall comply with all Environmental Laws, Environmental Approvals, and in performing the Work, otherwise take into account, be coordinated to allow for, and perform the Work in accordance with all such Environmental Laws, Environmental Approvals, and all environmental mitigation measures required under the Environmental Laws and the Environmental Approvals, including the NEPA Approval and any other Governmental Approvals for the Project, or under the Contract Documents. The Development Entity shall comply with all conditions and requirements of the Environmental Approvals in accordance with TP Section 5 (Environmental).

7.11 Railroad Interface

7.11.1 Railroad Coordination

7.11.1.1 The Development Entity acknowledges that the Department has entered into certain Railroad Agreements set forth set forth in TP Attachment 20 (Coordination with Governmental Entities and Third Parties), and that the Development Entity has reviewed all such Railroad Agreements (and terms) and, in respect of all Railroad Agreements and terms provided as of the Technical Setting Date, taken all costs, schedule impacts, and obligations that arise thereunder, whether directly or indirectly, into account (and made adequate allowance therefor) in the D&C Amount, as of the Technical Setting Date. The Department will promptly notify the Development Entity of any changes in the terms and conditions of such Railroad Agreements (or finalized Railroad Agreements, when effective) that affect the Work, and will promptly provide the Development Entity with such other reasonably requested information regarding such agreements. Any amendments to a Railroad Agreement following the Technical Setting Date, which delay the Critical Path, increase the Development Entity's costs or otherwise have a material impact on the Development Entity's rights obligations under the Contract Documents shall entitle the Development Entity to assert that such an amendment constitutes a Department Change under the terms, and subject to the conditions, of PA Article 14 (*Relief Events; Compensation Events*). For avoidance of doubt, and without limiting any other Department right hereunder, the Parties acknowledge and agree that the foregoing obligations of the Development Entity, as more fully set forth in this PA Section 7.11 (*Railroad Interface*) and TP Section 15 (Railroad Coordination), are included within the D&C Amount as of the Technical Setting Date.

7.11.1.2 The Development Entity shall be responsible for the performance of and shall bear the sole risk, schedule impact, and cost (as part of the D&C Amount) of all: (a) Work required under, necessitated by, or necessary to comply with, any Railroad Agreement (including any payments due

to the subject Railroad thereunder) and all of the Development Entity's obligations under TP Section 15 (Railroad Coordination); (b) support to the Department as concerns the negotiation and execution of any Railroad Agreement not executed as of the Technical Setting Date; (c) necessary coordination with any applicable Railroad as to the Work (including coordination as to the timing of all design reviews by, and obtaining all required design approvals from, any applicable Railroad); and (d) necessary Railroad-related Pennsylvania Utility Commission consents and approvals required under the Railroad Agreements referred to in clause (a) of this PA Section 7.11.1 (*Railroad Coordination*) in connection with the Project.

7.11.1.3 The Department will support the Development Entity in connection with the Development Entity's coordination with the Railroad under this Project Agreement and reasonably coordinate with any Railroad in its review and response to Submittals under Railroad Agreements and TP Section 15 (Railroad Coordination)

7.11.2 Railroad Agreements; Railroad Interface During Construction

7.11.2.1 In respect of its performance of the Work hereunder, and without limiting the Development Entity's rights to claim a Relief Event or a Compensation Event and the last sentence of PA Section 7.11.1.1 (*Railroad Interface*), the Development Entity agrees to be bound by any contract or other requirements applicable to the Project in any Railroad Agreement and shall be responsible as part of the Work for timely and proper completion of the Work required for the Project under such Railroad Agreements, in accordance with the Contract Documents, all applicable Laws and Governmental Approvals, and all provisions of the Railroad Agreement.

7.11.2.2 If a conflict occurs between the terms of a Railroad Agreement, existing as of the Technical Setting Date, entered into by the Railroad and the Department and those of the Contract Documents, then, unless the Department, in its good faith discretion, directs otherwise, the terms that establish the higher quality, manner or method of performing the Work, establish better Good Industry Practice, or use more stringent standards shall prevail between the Development Entity and the Department; if the foregoing criteria are not relevant to the terms at issue, then the Contract Documents shall prevail, unless expressly provided otherwise in the Contract Documents.

7.11.2.3 If the Development Entity requests that a Railroad and the Department modify any Railroad Agreement or a new or modified Railroad Agreement is required as a result of the Development Entity's design or construction means and methods that does not arise as a direct result of a Compensation Event or Relief Event, then (a) the determination as to whether to grant any such request for modification from the applicable Railroad shall be (i) in the Department's sole discretion with respect to any provisions of a new or modified Railroad Agreement that ascribes, shifts or allocates costs, liability, or responsibility to the Department; and (ii) as otherwise mutually agreed between the Department and the Development Entity; and (b) the Development Entity shall bear the sole risk, schedule impact, and cost of preparing and negotiating such new or modified Railroad Agreement, or any cost or schedule impact of the Work arising out of such new or modified Railroad Agreement. Each such Railroad Agreement or modification shall (a) if applicable, clearly specify and distinguish the scope of Work that the Department (to be delegated to the Development Entity) is to perform, and the scope that the applicable Railroad is to perform; (b) contain provisions for payments, payment terms, controlling specifications, and work description, where applicable; and (c) to the extent not otherwise already included, include specific procedures for resolving scheduling, design, construction, and payment issues.

7.11.2.4 If under any Railroad Agreement a Railroad has the right to approve, or obligation to pay for a portion of the cost of, any Work, Railroad shall have the right (and the Development Entity shall be responsible for coordinating with Railroad as necessary so as to allow it) to oversee, inspect, and test the Work.

7.11.2.5 The Development Entity shall be permitted, at the request of Railroad, to add Railroad as an additional obligee to the P&P Bonds.

7.11.3 Access to Railroad Property; Maintenance Responsibilities

7.11.3.1 As pertains to the Railroad, the Development Entity shall comply with any permit, license, or right of way agreement between either Party or any Contractor, and Railroad, (including specifically those Railroad Right of Entry Permits as described under TP Section 15.6.5 (Railroad Right-of-Entry Permit)) regarding access to any parcel for which the Railroad has relevant real property rights.

7.11.3.2 The Development Entity shall pay all fees, if any, associated with access to any such parcel.

7.11.3.3 Notwithstanding anything to the contrary contained in any Railroad Agreement or modification, the Development Entity shall maintain the structures as and to the extent described in the TP Section 15 (Railroad Coordination) and any Railroad Agreement (including modifications pursuant to PA Section 7.11.2.3 (*Railroad Agreements; Railroad Interface During Construction*)) until it is relieved of maintenance liability on the Termination Date.

7.11.4 Railroad Protective Services

7.11.4.1 As pertains to the Railroad, the Development Entity shall comply with all requirements, whether addressed in any Railroad Agreement or modification thereof, regarding scheduling and use of Railroad Protective Services. Notwithstanding anything in the Contract Documents to the contrary, the Development Entity shall not request or provide written notice to the Department or the Railroad requesting Railroad Protective Services prior to NEPA Approval.

7.11.4.2 As between the Department and the Development Entity, subject to the occurrence of a Compensation Event or Relief Event, the Development Entity shall bear the cost of any Railroad Protective Services required for the Development Entity to perform Work on Railroad property. The Department shall initially pay the Railroad for Railroad Protective Services related to the Project and the Development Entity, on a monthly basis, and shall reimburse the Department for any costs incurred in connection with such Railroad Protective Services. The amounts reimbursed shall be due and payable within 10 days after receipt of the Department's invoice for such Railroad Protective Services. The Department, in its sole discretion, may also deduct the amount to be reimbursed from any payment due and payable to the Development Entity should the Development Entity fail to reimburse the Department for such Railroad Protective Services.

7.11.5 Railroad Submittals

7.11.5.1 Where the Development Entity is required to obtain an action (e.g., review, comment, approval) from the Railroad in connection with a Submittal under this Project Agreement, the Development Entity shall make the Submittal directly to the Railroad. Whenever the Development Entity furnishes a Railroad with a submittal, notice, application, or other communication or correspondence relating to the Project, the Development Entity shall also concurrently submit a duplicate thereof to the Department.

7.11.5.2 Whenever the Contract Documents or any Railroad Agreement specify that the Railroad is entitled to review, comment on, or to affirmatively approve or accept, a Submittal, the Railroad shall have the longest of the periods specified in the (a) Railroad Agreement; (b) Contract Documents; and (c) approved Baseline Project Schedule, to act after the date that the Railroad receives an accurate and complete Submittal in conformity with the Contract Documents and the Railroad Agreement,

if applicable, together with all information and documentation required by such documents. Absent any such specified time period, as between the Department and the Development Entity, the Railroad shall have the time periods, and additional rights, set forth for the Department in PA Section 6.3.2 (Time Periods).

7.11.5.3 Without limiting the Development Entity's obligations under PA Section 7.11.2 (Railroad Agreements; Railroad Interface During Construction), the Development Entity shall reasonably coordinate with all Railroads to determine and comply with their applicable requirements such that Railroad actions in connection with Submittals do not cause delay to the Baseline Project Schedule. The Department shall have the support and coordination obligations set forth in PA Section 7.11.1 (Railroad Coordination).

7.11.5.4 Whenever the Contract Documents or a Railroad Agreement indicate(s) that a Submittal or other matter is subject to the Railroad's review, comment, disapproval or similar action not entailing a prior approval, and the Railroad delivers no comments, exceptions, objections, rejections or disapprovals within the applicable time period under PA Section 7.11.5.2 (Railroad Submittals), then the Development Entity may not proceed with the Work unless otherwise directed by the Department in its sole discretion. On the date such applicable time period ends, the Development Entity shall deliver to the Department Notice of the Railroad's failure to respond and the Department shall have the support and coordination obligations set forth in PA Section 7.11.1 (Railroad Coordination).

7.11.6 Failure of Railroads to Cooperate

7.11.6.1 The Development Entity shall use diligent efforts to obtain the cooperation of each Railroad as necessary to perform the Work set forth under PA Section 7.11.1.2 (Railroad Coordination). With regard to the foregoing, the Development Entity shall notify the Department promptly if the Development Entity believes that:

- a. any Railroad would not undertake or permit applicable Work in a manner consistent with the timely completion of the Project or in accordance with Law, any Governmental Approval, or the Contract Documents;
- b. any Railroad is not cooperating in a timely manner to provide agreed-upon work or approvals; or
- c. any other dispute will arise between the Development Entity and a Railroad with respect to the Project, despite the Development Entity's diligent efforts to obtain such Railroad's cooperation or otherwise resolve such dispute.

Such Notice may include a request that the Department assist in resolving the dispute or in otherwise obtaining the Railroad's timely cooperation or compliance. The Development Entity shall provide the Department with such information as the Department requests regarding the Railroad's failure to cooperate or comply, to the extent that the Development Entity has access to such requested information, and the effect of any resulting delay on the Baseline Project Schedule. After delivering to the Department any Notice or request for assistance, the Development Entity shall continue to use diligent efforts to pursue the Railroad's cooperation.

7.11.6.2 If the Development Entity requests the Department's assistance pursuant to PA Section 7.11.6.1 (Failure of Railroads to Cooperate), then the following provisions shall apply:

- a. The Development Entity shall provide evidence that:
 - (i) the subject Work is necessary;

(ii) the time for completion of the subject Work in the Baseline Project Schedule was, at its inception, a reasonable amount of time for completion of such work based on the information known by the Development Entity at such time;

(iii) the Development Entity has made diligent efforts to obtain the Railroad's cooperation; and

(iv) the Railroad is not cooperating or complying (the foregoing clauses (i) through (iv) are referred to herein as the "Railroad Conditions to Assistance").

b. following the Department's receipt of evidence in accordance with PA Section 7.11.6.1 (Failure of Railroads to Cooperate), the Department shall promptly take such reasonable steps as the Development Entity may request to obtain the cooperation of the Railroad or resolve the dispute; provided, however, the Department shall have no obligation to prosecute eminent domain or other legal proceedings, or to exercise any other remedy available to it under Law or existing contract unless the Department elects to do so in its sole discretion; and

c. any assistance the Department provides shall not relieve the Development Entity of its responsibility for satisfactory compliance with its obligations and timely completion of the subject Work for which the Development Entity is responsible under PA Section 7.11.1.2 (Railroad Coordination), except as otherwise expressly set out herein.

7.11.6.3 If the Department objects in writing to a request for assistance pursuant to PA Section 7.11.6.2 (Failure of Railroads to Cooperate), based on the Development Entity's failure to satisfy one or more of the Railroad Conditions to Assistance described in PA Section 7.11.6.2 (Failure of Railroads to Cooperate), then the Development Entity shall take such action as is appropriate to satisfy the condition(s) and shall then have the right to submit another request for assistance on the same subject matter or may dispute such conclusion.

7.12 Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work

7.12.1 With respect to all Work performed hereunder by or for the Development Entity, itself or through any Development Entity-Related Entity, that (a) exists within the Project Limits, but not within the Maintenance Limits, (b) is performed for third parties under Third Party Agreements, (c) is performed for any Railroad under a Railroad Agreement, or (d) is performed for Utilities under agreements between the Department and Utilities (and only in respect of Work delegated to the Development Entity hereunder) or between Utilities and the Development Entity (collectively, the "Warrantied Work"), in any case, that:

7.12.1.1 all Design Work furnished pursuant to the Contract Documents shall conform to all professional engineering principles generally accepted as standards of the industry in the Commonwealth for work of similar scope and scale, in no case less than Good Industry Practice;

7.12.1.2 all goods, consumables, equipment, and materials used or supplied as part of the Work, or otherwise in connection with the Project are (a) of good quality and unless otherwise expressly stated, as applicable, new when installed; are available for use under normal conditions and reasonably anticipated abnormal conditions, and (b) fit for the purposes, objectives, functions, uses, and requirements set forth in the Contract Documents;

7.12.1.3 all such Warrantied Work is (a) free of Nonconforming Work, (b) free of deviations, changes, modifications, alterations or exceptions from applicable Technical Provisions that have

not been approved, in writing, by the Department; and (c) fit for the purposes, objectives, functions, uses, and requirements set forth in the Contract Documents; and

7.12.1.4 the Warrantied Work otherwise meets all of the requirements of the Contract Documents (collectively, the "Warranty").

The Warranty, and all other warranties expressly provided elsewhere in the Contract Documents, run to the benefit of the Department and to such third parties, the Railroad, and the Utilities, as applicable.

7.12.2 The Development Entity covenants to respond to any Warranty claim by or on behalf of the Department and otherwise to correct any Nonconforming Works during the D&C Period and until a period of: (a)(i) with respect to a Bridge (and associated Work, as determined by the Department and as expressly stated in the certificate of Bridge Completion), one year from the date of Bridge Completion with respect to the Bridge and such associated Work (but only with respect to D&C Work outside the Maintenance Limits for such Bridge), and (ii) with respect to the balance of the D&C Work, one year from the date of Substantial Completion of the entirety of the D&C Work, or, in each case (i.e., with respect to each Bridge and the balance of the D&C Work) (but only with respect to D&C Work outside the Maintenance Limits for such Bridge), such longer periods as explicitly required pursuant to the Contract Documents (e.g., vegetation establishment), and (b) with respect to Work performed for (i) for Third Parties under a Third Party Agreement, (ii) Railroad Agreements (as relates to Work performed by the Development Entity), and (iii) Utility agreements (as relates to Utility Adjustment Work performed by the Development Entity), regardless as to clause (a)(i) of this PA Section 7.12.1 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*), a minimum of one year after the date of acceptance of such Work by the Third Party, Railroad or Utility Owner, as applicable, or such longer term as may be required under the relevant Third Party Agreement, Railroad Agreements or Utility agreement (collectively, the "Warranty Period"). The Development Entity shall commence correction of Nonconforming Work as may be required within 30 days after any notice from the Department or otherwise within such time as the Department may approve or provide in writing, and shall diligently and continuously prosecute all such correction of Nonconforming Work so as to complete same within 30 days after commencement thereof, except where such Work cannot reasonably be completed within such time. The aforementioned obligation to correct Nonconforming Work is not intended to constitute a period of limitations for any other rights or remedies that the Department may have with respect to the Development Entity's obligations under the Contract Documents.

7.12.3 For the entirety of the Work, the Development Entity shall obtain customary and reasonable warranties from all Contractors with respect to design, materials, workmanship, installations, equipment, tools, supplies, software or services, all of which the Development Entity shall cause to be expressly extended and assigned to the Department, or its designee; provided that the foregoing requirement shall not apply to standard, pre-specified manufacturer warranties of mass-marketed materials, products (including software products), equipment or supplies where the warranty cannot be extended to the Department using commercially reasonable efforts. The Development Entity shall be responsible for correcting any Nonconforming Work if any Contractor warranty would be voided by reason of the Development Entity's negligence in incorporating material or equipment into the Work.

7.12.4 The Development Entity's Warranty and the Contractor warranties (if any) are in addition to all rights and remedies available under the Contract Documents or applicable Law or in equity, and shall not limit the Development Entity's liability or responsibility imposed by the Contract Documents or applicable Law or in equity with respect to the Work.

7.12.5 The Development Entity acknowledges and agrees that any Warranty claim by the Department or otherwise any obligation of the Development Entity to respond to any such claim shall be

addressed under the processes, and in the manner, generally as set forth under PA Section 7.3 (*The Development Entity Responsibility for Nonconforming Work*), notwithstanding the occurrence of the effective date of Bridge Completion (as to each Bridge) or the Substantial Completion Date.

7.12.6 The Development Entity acknowledges and agrees that the Department and any other Department-Related Entity may perform work on any part of the Project during the Warranty Period without voiding the Warranty and without voiding the Development Entity's obligation to correct any Nonconforming Work, provided that the Development Entity shall not be liable for any Nonconforming Work or any other breach of the Warranty obligations to the extent caused or exacerbated by such work.

7.12.7 To the extent that any warranty provided by a Contractor or Subcontractor is voided by reason of the Development Entity's negligence in incorporating material or equipment into the Project or any breach of the Warranty-related obligations, the Development Entity shall be responsible for procuring a replacement warranty for the Department.

7.13 UAS Requirements

7.13.1 Authorization to Use UASs for the Project.

The Development Entity may use a drone, classified as a Small Unmanned Aircraft System ("UAS") as defined in 14 C.F.R., Part 107 in performing the Work, subject to the terms and conditions set forth in this PA Section 7.13.1 (*Authorization to Use UASs for the Project*). TP Section 10.6 (Unmanned Aircraft Systems) also sets out certain of the Development Entity's obligations with respect to UASs. For avoidance of doubt, nothing in this PA Section 7.13 (*UAS Requirements*) authorizes, nor shall be deemed or construed to authorize, any Development Entity-Related Entity to use a UAS under any existing the Department Part 107 "Operational Waiver" or other FAA authorization relating to use of UASs.

7.13.2 UAS Use and Flight Planning.

7.13.2.1 The Development Entity shall submit UAS use plans for the Project to the Department as a condition to the first instance of UAS operations within the airspace of the Project Limits. The Development Entity shall obtain the Department's prior, written authorization to deviate from the UAS use plan submitted. Acceptance of the UAS use plan, as may be thereafter amended, authorizes UAS operations within the airspace of the Project Limits, subject to the restrictions (if any) as may apply to a parcel (as annotated in, or by reference within, PA Exhibit 3 (*Parcel Acquisition Table*)).

7.13.2.2 The Development Entity shall file all flight and related plans with the FAA prior to any UAS operations.

7.13.2.3 Except as and when authorized by the Department under PA Section 7.13.2.1 (*UAS Use and Flight Planning*), prior to each and every use of any UAS, and to the extent authorized under a submitted UAS use plan and FAA flight plan:

a. the Development Entity shall provide written notice to each Person with real property interests over which the UAS is to operate in connection with the Work;

b. if and to the extent required under applicable Law, the Development Entity shall also obtain written authorization by the aforementioned Persons prior to each and every use of any UAS that transits over the parcel subject to such Person's real property interests; and

c. the Development Entity shall coordinate directly with any Separate Contractor or other Highway Occupancy Permit Holder on the Project Limits.

7.13.3 Compliance with Law; Governmental Approvals; Other Third Party Approvals. The Development Entity shall comply with all applicable Laws relating to ownership, use, and operation of UASs. The Development Entity shall obtain, maintain, and comply with all such additional Governmental Approvals (including Highway Occupancy Permits) that are required for UAS operations by or on behalf of the Development Entity.

7.13.4 UAS Risks, Liabilities, Culpability. As between the Development Entity and the Department, the Development Entity bears all risks relating to UAS operations, including specifically any civil liabilities or culpabilities in tort and criminal liabilities that may result (e.g., battery, trespass).

7.13.5 UAS Safety. The Development Entity shall conduct a preflight inspection, to include specific aircraft and control station systems checks, to ensure the UAS is in a condition for safe operation pursuant to 14 C.F.R. Part 107. The Development Entity shall comply with all clearances given and as may be conditioned or restricted in the airspace. Notwithstanding the foregoing, and only to extent not expressly directed otherwise by the FAA air traffic controllers during any UAS operations, the Development Entity shall not, nor shall the Development Entity permit, UAS operations (a) higher than 400 feet, (b) within 25 feet of pedestrians, moving vehicles, or public infrastructure, (c) at or within specific No Drone Zone locations, and (d) as otherwise restricted under the Technical Provisions.

7.13.6 Damage or Loss of a UAS. The Development Entity shall report any potential or actual loss of any UAS promptly to the Department and to such other Governmental Entities as may be required under applicable Law. To the extent possible, the Development Entity shall comply with any requirements resulting from report, including recovery of the damaged UAS.

7.13.7 UAS-involved Damages. In addition to other requirements under applicable Law and pursuant to insurance requirements, the Development Entity shall report to the FAA (with a copy of such report delivered concurrently to the Department) within 10 days after any operation of a UAS that results in at least serious injury, loss of consciousness, or property damage of at least \$500.

7.13.8 Intellectual Property and Books and Records Matters. All information, materials (including electronic materials), and other work product (including maps, computations, computer discs, printouts, flight logs, and other data (including Project Data)) prepared by, or for or any Development Entity-Related Entity under the terms of this Project Agreement arising out of, relating to, or resulting from the use of the UAS are Books and Records and any Intellectual Property disclosed or embodied within is Owner Intellectual Property and not Proprietary Intellectual Property. In addition to the Department's rights under PA Article 21 (Records and Audits; Intellectual Property), the Development Entity shall also make available to the FAA, upon request, the UAS itself for inspection or testing, as well as maintain and provide to the FAA any related Books and Records.

7.14 Maintenance During Construction

The Department shall be responsible for the operation and maintenance of the Project Limits in accordance with the terms set forth in TP Section 22.6.2 (Maintenance During Construction). Without limiting PA Section 3.3.4.3 (Additional Provisions pertaining to Construction Work), upon NTP3, the Development Entity shall be responsible for the maintenance of all Bridges upon commencement of any portion of the Work respect thereto becoming an Active Work Zone, behind traffic control measures, excluding detour routes and excepting the Department-Retained O&M Work (to include operations within the Project Limits, consistent with the Department's obligations under this Project Agreement), until Bridge Completion with respect to each Bridge. Nothing in this PA Section 7.14 (Maintenance During Construction) will limit the Development Entity's obligations to perform the Maintenance Work during the Maintenance Period.

7.15 Title; Risk of Loss

The Development Entity warrants that, except as otherwise set forth in the Contract Documents, it owns, or will own, and has, or will have, good and marketable title to all materials and supplies (including equipment and tools) furnished, or to be furnished, by it and its Contractors, Subcontractors, and Suppliers that become part of the Project or are purchased for the Department, on behalf of the Commonwealth, and for the operation, maintenance or repair thereof, in all cases free and clear of all Liens. Title to all of such materials and supplies (including equipment and tools) that shall have been delivered to the Site shall pass to the Department free and clear of all Liens, upon the earlier of (a) incorporation into the Project, or (b) payment by the Department to the Development Entity of invoiced amounts pertaining (and specifically identified as such) thereto. Passage of title to the Department shall not affect the Development Entity shall retain risk of loss and sole care, custody, and control responsibilities of such materials and supplies (including equipment and tools) and, except as provided in the immediately succeeding sentence, shall exercise due care with respect thereto for the Term. The Development Entity retains risk for loss and sole responsibility for care, custody and control of all elements of the Project (including equipment, tools and Third Party Work that will be owned by third parties) until acceptance of such elements by (i) the Department, or (ii) the relevant third party, as applicable.

7.16 Coal; Valuable Mineral Findings

If coal or other valuable minerals are uncovered, during prosecution of the Work, the Development Entity shall store and handle the coal and other valuable minerals according to the Department's instructions, such instructions to be provided promptly by the Department upon receipt of Notice from the Development Entity. For avoidance of doubt, the Development Entity has no ownership or other rights to such coal or other valuable minerals, and the Development Entity may not claim or assume any such rights.

Article 8 SECURITY AND INCIDENT, EMERGENCY RESPONSE

8.1 Security and Incident, Emergency Response During Construction

Commencing upon the later of NTP2 and, as to each Bridge's Project Limits, the date that the Development Entity takes responsibility for performance of Maintenance During Construction Work under PA Section 3.3.4.3b (*Additional provisions Pertaining to Construction Work*) through the end of the Term, the Development Entity shall be responsible for the security of the Site and the workers and public thereon during the performance of the Work. The Development Entity shall take all reasonable precautions and provide protection to prevent damage, injury, vandalism, theft, or loss to the Work and materials and equipment to be incorporated thereon, as well as all other property at or on and adjacent to the Site, whether owned by the Development Entity or any other Person. During this period, the Development Entity shall perform and comply with the TP Section 3.3.11 (Safety and Security Plan) concerning Incident and Emergency response, safety and security.

8.2 Security and Incident, Emergency Response During Maintenance Period; Police Services; National Security

8.2.1 Security and Incident Response During Maintenance Period

8.2.1.1 During the Maintenance Period, the Development Entity shall be responsible for the security of the Maintenance Limits and any Persons that may be on the Site during the performance of the Maintenance Work.

8.2.1.2 In carrying out its obligations under PA Section 8.2.1.1 (*Security and Incident Response During Maintenance Period*) and otherwise throughout the Maintenance Period, the

Development Entity shall comply with and implement all Incident and Emergency response, safety and security procedures, protocols and requirements set forth in the Department-approved Safety and Security Plan and Emergency Management and Disaster Recovery Plan (components of the Project Management Plan).

8.2.2 Police Services

8.2.2.1 The Development Entity acknowledges that any Governmental Entity empowered to enforce all applicable Laws is free to enter the Project at any and all times to carry out its law enforcement duties. No provision of this Project Agreement is intended to surrender, waive or limit any police powers of any Governmental Entity, and all such police powers are hereby expressly reserved.

8.2.2.2 Except in connection with an applicable Compensation Event, the Department and the Development Entity shall not have any liability or obligation to each other resulting from, arising out of or relating to the failure of a public law enforcement or national security agency to provide services, or its negligence or misconduct in providing services; provided, that no failure by a law enforcement agency to provide services, unless directly caused by the Department or any Department-Related Entity, shall excuse the Development Entity from performance of any of its obligations under this Project Agreement.

8.2.3 National Security

8.2.3.1 The Development Entity shall comply with all rules, directives and guidance of the U.S. Department of Homeland Security and comparable Commonwealth agency, and shall coordinate and cooperate with all Governmental Entities providing security, first responder and other public emergency response services.

8.2.3.2 Without limiting the foregoing, whenever the National Terrorism Advisory System (NTAS) or successor system has issued an "elevated" or "imminent" alert or comparable level of threat or alert for any region in which the Project Limits (or Maintenance Limits during the Maintenance Period) is located or which the Project serves, if so requested by the Department, the Development Entity shall, at the Department's expense, assign management personnel with decision-making authority to be personally present at the relevant emergency operations center serving the region. The Development Entity shall, if so requested, provide such service 24 hours a day, seven days a week, until such level or threat or alert expires pursuant to its "sunset period" or is cancelled, or until the lead agency at the operations center determines such staffing level is no longer necessary.

8.2.3.3 Nothing in this PA Section 8.2.3 (National Security) shall be, or be deemed to be, a Department Change or be the basis to assert a Department-Caused Delay.

Article 9 MANAGEMENT SYSTEMS AND OVERSIGHT

9.1 Project Management Plan

9.1.1 The Development Entity shall prepare, implement, manage, and update, as required, a Project Management Plan at such times set forth in the Contract Documents. The Project Management Plan shall detail the Development Entity's organization, staffing, systems, strategies, approaches, procedures, and methods for the administration and management of the Work in accordance with the Contract Documents, and shall satisfy the requirements of TP Section 3 (Work Management and Administration) and Good Industry Practice.

9.1.2 The Development Entity shall submit the component plans of the Project Management Plan to, at, or before the times set forth in the Submittal Packaging Requirements Database and in accordance with the procedures described in PA Section 6.3 (*Submittal Review; Department Oversight*), as well as any proposed changes or additions to or revisions of any such component part, plan or other documentation.

9.1.3 Each component part, plan and other documentation of the Project Management Plan and each proposed change or addition to or revision of any such component part, plan or other documentation shall constitute a separate Submittal for purposes of PA Section 6.3 (*Submittal Review; Department Oversight*).

9.1.4 If any part, plan, or other documentation of the Project Management Plan refers to, relies on or incorporates any manual, plan, procedure or like document that is not already part of the Contract Documents, then all such referenced or incorporated materials shall be submitted to the Department for approval for inclusion within the Project Management Plan (or such part, plan, or other documentation therein) in its good faith discretion at or prior the time that the relevant part, plan or other documentation of the Project Management Plan or change, addition or revision to the Project Management Plan is submitted to the Department, conspicuously noting within the submitted Project Management Plan (or relevant part, plan, or other document) that such manual, plan, procedure or like document is submitted for the Department approval.

9.2 Independent Quality Assurance and Acceptance

9.2.1 The Development Entity shall perform Independent Quality Assurance of the Work (except for asphalt material quality acceptance) through one or more Independent Quality Firms in accordance with the requirements of this PA Section 9.2 (*Independent Quality Assurance and Acceptance*) and TP Section 2.11 (Independent Quality Firm). The performance of Independent Quality Assurance and Acceptance by the Independent Quality Firms will not relieve the Development Entity from its obligations to implement the Quality Management Plan and perform Quality Management. For avoidance of doubt, as between the Development Entity and the Department, the Department shall at its own cost perform independent quality acceptance off asphalt materials.

9.2.2 The Development Entity shall enter into a contract (an "IQF Contract") directly with each Independent Quality Firm. Each Independent Quality Firm:

9.2.2.1 shall not be an Affiliate of the Development Entity or Lead Construction Contractor, any joint venture or consortium member of the Development Entity or Lead Construction Contractor, or any other entity within the Development Entity's or Lead Construction Contractor's respective organizations; and

9.2.2.2 shall not have any responsibility for, and shall remain independent from, all production activities for Work.

9.2.3 The Development Entity shall ensure that the terms of each IQF Contract require the Independent Quality Firm to comply with the following requirements:

9.2.3.1 all written or documented communications (including all notices, notifications, correspondence, meeting minutes, data, reports, transmittals and emails) between the Independent Quality Firm and the Development Entity relating to the performance of Independent Quality Assurance and Acceptance shall be copied to the Department;

9.2.3.2 The Department or the Independent Quality Firm may initiate and return communication with each other independent of the Development Entity;

9.2.3.3 all personnel performing Independent Quality Assurance and Acceptance shall be employed by the Independent Quality Firm and shall not perform any other role on the Project;

9.2.3.4 the qualifications, experience, certification, training and licensing of the Independent Quality Firm personnel shall be consistent and commensurate with the scope, complexity and nature of the Work to be reviewed;

9.2.3.5 Independent Quality Firm personnel shall comply with the Department directives to stop the Work as described in the accepted Quality Management Plan;

9.2.3.6 with respect to providing notifications regarding Noncompliance Points or other issues regarding the quality of the Work, and any actions taken by the Independent Quality Firm pursuant to PA Section 9.2.6 (*Independent Quality Assurance and Acceptance*), the IQF Contract shall expressly state that (a) the Independent Quality Firm shall owe a fiduciary duty to the Department and not to any Development Entity-Related Entity, (b) the Independent Quality Firm shall owe a duty of care to both the Department and to the Development Entity, and (c) the Development Entity shall not restrict, nor shall any other provision of the IQF Contract restrict, the Independent Quality Firm from exercising its rights and obligations owed to the Department, including specifically in performing its fiduciary duty; and

9.2.3.7 Independent Quality Firm performance of Independent Quality Assurance and Acceptance includes specifically the obligation to audit DBE Contractor commercial use functions (CUFs).

9.2.4 The Development Entity shall ensure that:

9.2.4.1 the number of Independent Quality Firm personnel available (on a FTE basis) during the performance of the Work is (a) adequate to meet Independent Quality Assurance and Acceptance requirements considering the amount of Work in progress, the Baseline Project Schedule and the Project Management Plan, and (b) no less than the number (on a FTE basis) included for the relevant part of the Work as set forth in the Package Proposal;

9.2.4.2 the aggregate of the price for Independent Quality Assurance and Acceptance services relating to Design Work and Administrative Work under the IQF Contracts is at least 1% of that portion of the D&C Amount that excludes the Design-Build Contractor's general conditions cost, markup, profit, and contingency under the Design-Build Contract; and

9.2.4.3 the aggregate of the price for Independent Quality Assurance and Acceptance services relating to Construction Work under the IQF Contracts is at least 5% of the D&C Amount that excludes the Design-Build Contractor's general conditions cost, markup, profit, and contingency under the Design-Build Contract.

9.2.5 If the Department determines that the quality of the Project would be enhanced by increasing the Independent Quality Assurance and Acceptance to a level greater than as required by this PA Section 9.2 (*Independent Quality Assurance and Acceptance*), then it may propose a Department Change in accordance with PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*).

9.2.6 The Development Entity shall include as an express term of each IQF Contract that (a) its Independent Quality Firm counterparty may communicate with the Department as to matters that

either the Department or such Independent Quality Firm determines, each in their respective reasonable judgement, merits the Department's attention or knowledge as relates to the quality of the Work, and (b) any such correspondence, notification, or other communication, or otherwise need not also be provided to the Development Entity or the Development Entity need not be present for, or offered an opportunity to participate in, any such communications, it being understood that (i) any such communication, correspondence, or notification shall pertain only to those concerns that may materially and adversely affect the Project, (ii) no such communication, correspondence, or notification is to be construed to be direction from the Department with respect to the services under the IQF Contract, and (iii) no action on the part of any Independent Quality Firm in the discharge of its responsibilities under this PA Section 9.2 (*Independent Quality Assurance and Acceptance*) will be imputed to the Department, or considered a Department Change or the basis for a Compensation Event or Relief Event under this Project Agreement.

9.2.7 The Development Entity shall not terminate any IQF Contract, or permit or suffer any substitution or replacement (by way of assignment of any IQF Contract, transfer to another of any material portion of the scope of work, or otherwise) of any Independent Quality Firm, except: (a) in the case of subcontracting portions of the Work by such Independent Quality Firm (upon prior, written approval by the Department, given in its reasonable discretion), (b) in the case of material default by the Independent Quality Firm; or (c) otherwise with the Department's prior written approval in its good faith discretion.

9.2.8 Before entering into any supplement or amendment to any IQF Contract, the Development Entity shall submit a true and complete copy of the proposed supplement, or amendment to the Department for review, Comments, and approval.

9.3 Quality Control

9.3.1 As between the Department and the Development Entity, the Development Entity shall perform Quality Control of the D&C Work and the Maintenance Work for the Term in accordance with the requirements of this PA Section 9.3 (*Quality Control*) and the Department-approved Quality Management Plan.

9.3.2 The Development Entity shall ensure that the number of the Development Entity (including Contractor and Subcontractor) personnel available (on a FTE basis) during the performance of the D&C Work and the Maintenance Work is adequate to meet the Quality Control responsibilities and obligations while implementing the Quality Management Plan and in performance of overall Quality Management, in each case considering the amount of D&C Work or Maintenance Work in progress, the Baseline Project Schedule and the Project Management Plan or Maintenance Management Plan, as applicable.

9.4 Traffic Management

9.4.1 During (a) the Construction Period; and (b) the Maintenance Period where traffic control is expected to be in place for a continuous duration of 24 hours or longer, in each instance unless otherwise directed by the Department, the Development Entity shall be responsible for the general management of traffic on the applicable portion of the Project under the control of any Development Entity-Related Entity. The Development Entity shall manage traffic so as to preserve and protect safety of traffic on such portions (and Related Transportation Facilities at levels consistent with ordinary historic use) and, to the maximum extent practicable, to avoid disruption, interruption or other adverse effects on traffic flow, throughput or level of service on the Related Transportation Facilities. The Development Entity shall conduct and carry out traffic management in accordance with the Transportation Management

Plan and all other applicable Technical Provisions, Laws and Governmental Approvals, as well as any further actions as may be required pursuant to PA Article 8 (*Security and Incident Response*).

9.4.2 The Department will have at all times, without obligation or liability to the Development Entity except as expressly provided for under this Project Agreement, the right to:

9.4.2.1 (i) issue a Directive Letter to the Development Entity regarding traffic management and control (with which the Development Entity shall comply), or (ii) cause the Department to directly assume traffic management and control, of the Project during any period that (a) the Department designates the Project or portion of the Project for immediate use as an emergency evacuation route or a route to respond to a disaster proclaimed by the Governor of the Commonwealth, the President of the United States, or by any other federal or Commonwealth agency, or any of the respective designees of the aforementioned, including reversing the direction of traffic flow during such period, (b) the Department designates the Project or a portion of the Project for use as an alternate route for diversion of traffic from any interstate or Highway temporarily closed to all lanes in one or both directions due to any Incident or Emergency, or (c) the Department determines such action will be in the public interest as a result of an Emergency or natural disaster; provided, however, where the Department's actions under clause (ii) were improperly performed or implemented, then such actions shall constitute a Department Change; and

9.4.2.2 provide on the Site, via message signs or other means consistent with Good Industry Practice, traveler and driver information, and other public information (e.g., Amber alerts), provided that the means to disseminate such information does not materially interfere with the Work.

Article 10 MAINTENANCE PERIOD

10.1 General Obligations

10.1.1 The Development Entity shall be responsible for the maintenance, repair, and rehabilitation (including performance of Rehabilitation Work) of the Project on and for the Maintenance Limits throughout the Maintenance Period (for the avoidance of doubt, excluding in all cases the Warrantied Work).

10.1.2 At all times during the Maintenance Period, the Development Entity shall carry out the Maintenance Work in accordance with (a) Good Industry Practice, as it evolves from time to time, (b) the requirements, terms and conditions set forth in the Contract Documents (including the accepted Project Management Plan, Incident Management Plan and Emergency Plan), as the same may change from time to time, (c) all Laws, (d) the requirements, terms and conditions set forth in all Governmental Approvals, (e) the accepted final Maintenance Management Plan, and all accepted updates and amendments thereof, (f) Best Management Practices (as relates to Maintenance Work contemplated thereby), (g) Safety Compliance, the Safety and Security Plan and Safety Standards, and (h) all other applicable safety, environmental and other requirements, taking into account the Maintenance Limits and other constraints affecting the Project.

10.1.3 The Development Entity, at its sole cost and expense unless expressly provided otherwise in this Project Agreement, shall comply with all applicable Technical Provisions, including Safety Standards and Maintenance Performance Requirements, during the Maintenance Period. The Development Entity's failure to comply with the Maintenance Performance Requirements shall entitle the Department to the rights and remedies set forth in the Contract Documents, including the assessment of Noncompliance Points, Deductions, and, to the extent provided under PA Section 18.1.1.9 (*Development Entity Default*), termination for uncured Development Entity Default.

10.1.4 In addition to performing all other requirements of the Contract Documents, the Development Entity shall cooperate with the Department and Governmental Entities with jurisdiction in all matters relating to the Maintenance Work, including their review, inspection and oversight of the Development Entity's performance of Maintenance Work for the Project.

10.2 Changes in Performance

10.2.1 The Department shall have the right to adopt at any time, and the Development Entity acknowledges it must comply with all, Discriminatory Maintenance Changes and Non-Discriminatory Maintenance Changes (whether or not such changes are adopted by the Department or a third-party) The Parties anticipate that from time to time after the Technical Setting Date, the Department will adopt Non-Discriminatory Maintenance Changes. The Department, in accordance with the process for requesting a Department Change under PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*), shall have the right in its sole discretion to add such Discriminatory Maintenance Changes and Non-Discriminatory Maintenance Changes to the Technical Provisions by Notice to the Development Entity, whereupon they shall constitute amendments, and become part, of the Technical Provisions and replace and supersede inconsistent provisions of the Technical Provisions. The Department will identify the superseded provisions in its Notice to the Development Entity.

10.2.2 If compliance with a Non-Discriminatory Maintenance Change requires repair, reconstruction, rehabilitation, restoration, renewal or replacement of any Element or other portion of the Work, the Development Entity shall perform the major repair, reconstruction, rehabilitation, restoration, renewal or replacement not later than the first to occur of (a) any deadline recommended or prescribed in or for the Non-Discriminatory Maintenance Change, (b) the date when the Development Entity next performs Rehabilitation Work on such Element, or (c) the date when the Development Entity is first obligated to perform Rehabilitation Work on such Element. If, however, the Department adopts the Non-Discriminatory Maintenance Change prior to the Substantial Completion Date, the Department shall issue a Notice informing the Development Entity when to implement such Non-Discriminatory Maintenance Change. Following commencement of any Work pursuant to this PA Section 10.2.2 (*Changes in Performance*), the Development Entity shall diligently prosecute the Work until completion, and in any event by any deadline for completion reasonably appropriate for the complexity, size and scope of the Work being performed and agreed between the Parties. Should the Development Entity Dispute the timing for commencement or completion of Work as described in this PA Section 10.2.2 (*Changes in Performance*), the Development Entity may submit the Dispute for resolution according to the Dispute Resolution Procedures; pending such resolution the Development Entity shall prosecute the Work in accordance with the Department's Change Order or Directive Letter.

10.2.3 If compliance with a Non-Discriminatory Maintenance Change requires construction or installation of new improvements at, for or on the Project (rather than major repair reconstruction, etc. of existing improvements, governed by PA Section 10.2.4 (*Changes in Performance*)), the Development Entity shall complete construction and installation of the new improvements according to the implementation period recommended or prescribed in or for the Non-Discriminatory Maintenance Change. If no such implementation period is recommended or prescribed, the Development Entity shall complete construction and installation of the new improvements according to the implementation period reasonably required by the Department for such Non-Discriminatory Maintenance Change. Should the Development Entity Dispute the timing for commencement or completion of such new improvements, the Development Entity may submit the issue for resolution according to the Dispute Resolution Procedures; pending such resolution the Development Entity shall diligently prosecute the Work in accordance with the Department's Change Order or Directive Letter.

10.2.4 Except as expressly provided, the Development Entity shall not be entitled to compensation for increases in costs of Maintenance Work, whether Extra Work Costs, Delay Costs, or Change in Costs, due to a Non-Discriminatory Maintenance Change, except for actual, reasonable costs of required new improvements or required repair, reconstruction, rehabilitation, restoration, renewal or replacement of any affected Element or other portion of the Work, in each instance. In addition to the above, the Development Entity shall be entitled to Extra Work Costs or Change in Costs only if the Department directs the Development Entity to implement the Non-Discriminatory Maintenance Changes prior to the date when the Development Entity performs or is scheduled to perform the Rehabilitation Work (if any) on the affected Element or other portion of the Work, or otherwise outside the ordinary course of performing the Maintenance Work. In such case, the amount of the Extra Work Costs and Change in Costs shall equal the actual, reasonable Extra Work Costs and Change in Costs incurred. The Development Entity shall not be entitled to any Extra Work Costs or Change in Costs for implementing Non-Discriminatory Maintenance Changes if the Development Entity replaces the affected Element or other portion of the Work during the ordinary course of performing the Maintenance Work. Notwithstanding the foregoing and for the avoidance of doubt, a Non-Discriminatory Maintenance Change that the Department requires in order to comply with or implement a Change in Law shall be treated under this Project Agreement as a Change in Law.

10.2.5 The Development Entity shall implement a Discriminatory Maintenance Change only after the Department issues a Change Order or Directive Letter therefor pursuant to Article 15 (Department Changes; Development Entity Changes; Directive Letters). If a Discriminatory Maintenance Change requires repair, reconstruction, rehabilitation, restoration, renewal or replacement of any Element or other portion of the Work during the Maintenance Period, or requires construction or installation of new improvements, the Development Entity shall perform the repair, reconstruction, rehabilitation, restoration, renewal or replacement or the new improvement work according to the schedule therefor adopted in the Change Order for such work.

10.2.6 Notwithstanding PA Section 15.2 (Development Entity Changes), the Development Entity may apply for the Department approval of Maintenance Deviations from applicable Technical Provisions regarding Maintenance Work. All such applications shall be in writing. Where the Development Entity requests a Maintenance Deviation as part of the submittal of a component plan of the Project Management Plan, the Development Entity shall specifically identify and label the Maintenance Deviation(s). The Department shall consider in its sole discretion, but have no obligation to approve, any such application, and the Development Entity shall bear the burden of persuading the Department that the Maintenance Deviation(s) sought constitutes sound and safe practices consistent with Good Industry Practice and achieves or substantially achieves the Department's applicable Safety Standards and criteria. No Maintenance Deviations shall be deemed approved or be effective unless and until stated in writing signed by the Department. The Department's affirmative written approval of a component plan of the Project Management Plan shall constitute (a) approval of the Maintenance Deviation(s) expressly identified and labeled as Maintenance Deviations therein, unless the Department takes exception to any such Maintenance Deviations, and (b) disapproval of any Maintenance Deviation(s) not expressly identified and labeled as a Maintenance Deviation therein. The Department's lack of issuance of a written Maintenance Deviation within 14 Days after the Development Entity applies therefor in writing shall be deemed a disapproval of such application. The Department's denial or disapproval of a requested Maintenance Deviation shall be final and not subject to the Dispute Resolution Procedures. The Department may elect to process the application for any Maintenance Deviation as a Change Request under PA Section 15.2 (Development Entity Changes) rather than as an application for a Maintenance Deviation under this PA Section 10.2.6 (Changes in Performance).

10.3 Duration of Hazardous Materials Management

Without limiting the Department's obligation to perform Hazardous Materials Management to the extent described in TP Section 22.6.7 (Hazardous Materials), the provisions of PA Section 7.8 (*Hazardous Materials Management*) with respect to Hazardous Materials Management that are not specific to the original construction of the Project shall apply throughout the Maintenance Period.

10.4 Utility Accommodation

10.4.1 It is anticipated that from time to time during the course of the Maintenance Period, Utility Owners will apply for additional utility permits to install new Utilities that would cross or longitudinally occupy the Maintenance Limits, or to modify, repair, upgrade, relocate or expand existing Utilities within the Maintenance Limits. In such circumstances, the provisions of PA Section 7.5.3 (*Utility Accommodation*) shall apply.

10.4.2 Throughout the Maintenance Period, the Development Entity shall monitor Utilities and Utility Owners within the Maintenance Limits for compliance with applicable utility permits, agreements, easements, and applicable Law, and shall use diligent efforts to obtain the cooperation of each Utility Owner having Utilities within the Maintenance Limits that is within the Maintenance Limits. If (a) the Development Entity reasonably believes that any Utility Owner is not complying with the terms of a Highway Occupancy Permit, other utility permit, Utility agreement, easement, or applicable Law affecting a Utility within the Maintenance Limits, or (b) any other dispute arises between the Development Entity and a Utility Owner with respect to a Utility within the Maintenance Limits, despite the Development Entity having exercised its diligent efforts to obtain the Utility Owner's cooperation, the Development Entity shall promptly notify the Department, and the Department and the Development Entity shall work together in the manner described in PA Section 7.5.4.2 (*Failure of Utility Owners to Cooperate*); provided, however, that the Development Entity shall provide evidence reasonably satisfactory to the Department that (a) the Development Entity's position in the dispute is reasonable, (b) the Development Entity has made diligent efforts to obtain the Utility Owner's cooperation, and (c) the Utility Owner is not cooperating.

10.4.3 The Development Entity shall reimburse the Department for the Department Recoverable Costs in connection with providing such assistance to the Development Entity (including all reasonable costs of litigation if the Department agrees to pursue litigation against a Utility Owner).

10.5 Reserved

10.6 Speed Limits

10.6.1 Maximum posted speed limits for the Project or portions of the Project shall be set from time to time by authorized Governmental Entities in accordance with applicable Law.

10.6.2 Nothing in the Contract Documents authorizes the Development Entity to set or adjust posted speed limits on the Project, except temporary reductions during the Maintenance Period in accordance with the approved Transportation Management Plan and Planned Maintenance. Such authority is reserved solely to authorized Governmental Entities.

10.6.3 The Development Entity shall post and maintain speed limit signs on the Project during the Maintenance Period as and where required under the Technical Provisions, in each case so that they accurately display at all times the maximum speed limits in effect under applicable Law.

10.7 Updates of Record Drawings

Within 30 Days after completing any Maintenance Work that results in a significant change to the Project design or construction, the Development Entity shall update the Record Drawings to reflect such change and furnish such updated Record Drawings to the Department.

10.8 Maintenance Contracts

10.8.1 The Development Entity may enter into one or more Maintenance Contracts with qualified Contractors for the balance of the Maintenance Work.

10.8.2 Any Maintenance Contractor shall have the expertise, qualifications, experience, competence, skills and know-how to perform the Maintenance Work and related obligations of the Development Entity in accordance with this Project Agreement and specifically certain Key Personnel requirements and qualifications and experience of Maintenance Work sub/Contractors described in the Technical Provisions.

10.9 Coordination During Maintenance Period; Department O&M Responsibilities

10.9.1 Apportionment of O&M Responsibilities

Without prejudice to the Development Entity's obligations under this PA Article 10 (Maintenance Period), during the Maintenance Period, the Department shall be responsible for performing the Department-Retained O&M Work within the Maintenance Limits. The Department shall perform the Department-Retained O&M Work in a manner that does not unreasonably interfere with the Development Entity's or its Contractors' performance of the Maintenance Work, but in no case in such manner, or to any standard, other than that to which the Department adheres in performance of similar work within the Commonwealth in the ordinary course.

10.9.2 Coordination During Maintenance Period

10.9.2.1 The Development Entity shall be responsible for coordinating its traffic management and control, Planned Maintenance, other maintenance activities, and other Maintenance Work on or concerning the Maintenance Limits with the Department.

10.9.2.2 At the Department's request, the Development Entity shall conduct regular Quarterly meetings with the Department during the Maintenance Period. At the Department's request, the Development Entity will require each Maintenance Contractor to attend the Quarterly meetings.

10.9.2.3 At the Development Entity's request from time to time, the Department will assist the Development Entity in seeking the cooperation and coordination of any Governmental Entity that may assume responsibility for such maintenance, with respect to their maintenance activities. The objectives of such assistance will be to minimize disruptions of traffic on the Project and ensure that such maintenance activities are carried out in accordance with then-current Maintenance Performance Requirements and then-current traffic management standards, practices and procedures of the Department or such other Governmental Entities.

10.9.2.4 Except as expressly provided under a Compensation Event or Relief Event, no interference with or disruption of traffic due to activities on, or the management or condition of, that portion of the Project that is not included within the Maintenance Limits shall entitle the Development Entity to any Compensation Event, Relief Event, or relief from any Monthly Payment Adjustment.

10.10 Budget Updates

The Development Entity shall deliver to the Department any budget for Maintenance Work, and any updates thereto, required by or delivered to any Lender. The Development Entity shall deliver the same to the Department concurrently with the Development Entity's delivery thereof to any Lender. At a minimum, the Development Entity shall deliver an annual Maintenance Work budget to the Department within 30 days of January 1st of each year during the Maintenance Period.

10.11 Development Entity Inspection, Testing and Reporting

10.11.1 The Development Entity shall carry out inspections in accordance with the Technical Provisions, including TP Section 22.9.3 (Department Inspections and Auditing), and the Project Management Plan. The Development Entity shall use the results of such inspections to develop and update the Rehabilitation Work Schedule, to maintain asset condition and service levels, and to develop programs of maintenance and Rehabilitation Work to minimize the effect of Maintenance Work on Users and other members of the public. The Development Entity shall deliver to the Department not less than seven Days' prior Notice of any inspection. The Department may attend and observe any inspection.

10.11.2 The Development Entity shall submit all reports relating to the Maintenance Work with the content and within the time required under the Contract Documents.

10.11.3 Such inspections and reports are in addition to maintenance and reporting required with respect to the Maintenance Management Information System pursuant to TP Section 22.8.1 (Maintenance Management Information System).

10.12 Rehabilitation Work

10.12.1 General

10.12.1.1 The Development Entity shall diligently perform Rehabilitation Work as and when necessary to maintain compliance with the Maintenance Performance Requirements and satisfy the Residual Life requirements set forth in the Technical Provisions. The Development Entity also shall perform Rehabilitation Work according to the other applicable terms of the Technical Provisions, including, when applicable, the Handback Requirements. The Development Entity shall use the Rehabilitation Work Schedule, as updated from time to time, as the principal guide for scheduling and performing Rehabilitation Work; but complying with the Rehabilitation Work Schedule shall not excuse or be a defense to any failure to comply with the Maintenance Performance Requirements.

10.12.1.2 Not later than 90 days after the end of each calendar year, the Development Entity shall deliver to the Department a written report of the Rehabilitation Work performed in the immediately preceding calendar year. The report shall describe, by location, Element as listed in the Rehabilitation Work Schedule and other component, the type of work performed, the dates of commencement and completion and the cost, as well as the total cost of all Rehabilitation Work performed during the calendar year. During the period the Handback Requirements Reserve Account is in effect, the report also shall set forth the total draws from the Handback Requirements Reserve Account in the immediately preceding calendar year and the date, amount and use of each draw (including any use for Safety Compliance work).

10.12.2 Rehabilitation Work Schedule

10.12.2.1 As part of the final Maintenance Management Plan accepted by the Department pursuant to PA Section 3.4.3.3 (*Conditions to Commencement of Maintenance Work*), the

Development Entity shall prepare and submit to the Department for review and comment a Rehabilitation Work Schedule in accordance with TP Section 22.8.4.1 (Rehabilitation Work Schedule).

10.12.2.2 For each one year period thereafter, the Development Entity shall prepare and submit to the Department for review and comment either (a) a revised Rehabilitation Work Schedule in accordance with TP Section 22.8.4.1 (Rehabilitation Work Schedule), or (b) then-existing Rehabilitation Work Schedule accompanied by a statement that the Development Entity intends to continue in effect then-existing Rehabilitation Work Schedule without revision (in either case, referred to as the "updated Rehabilitation Work Schedule").

10.12.2.3 At the Department's request, the Development Entity and its Maintenance Contractor(s) shall promptly meet and confer with the Department to review and discuss the original or updated Rehabilitation Work Schedule.

10.12.2.4 Within 30 days after receiving the original or any updated Rehabilitation Work Schedule, the Department shall have the right to object to the original or updated Rehabilitation Work Schedule or any of its elements.

10.12.2.5 Within 30 Days after receiving timely Notice of Comments, objections, exceptions, recommendations, objections or disapprovals from the Department, the Development Entity shall submit to the Department a revised original or updated Rehabilitation Work Schedule rectifying such matters and, for matters it disagrees with a Notice setting forth those Comments, objections, exceptions, recommendations and disapprovals that the Development Entity Disputes. Such Notice shall give details of the Development Entity's grounds for Dispute. If the Development Entity fails to give such Notice within such time period, it shall be deemed to have accepted the Comments, objections, exceptions and recommendations and the original or updated Rehabilitation Work Schedule, as applicable, shall thereupon be deemed revised to incorporate the Comments and recommendations and to rectify the objections and exceptions. After timely delivery of any such Notice, the Development Entity and the Department shall endeavor in good faith to reach agreement as to the matters listed in the Notice. If no agreement is reached as to any such matter within 30 Days after the Development Entity delivers its Notice, either Party may refer the Dispute to the Disputes Resolution Procedures for determination.

10.12.2.6 Until resolution of any portion of the original Rehabilitation Work Schedule that is in Dispute, the treatment of that agreed upon portion in the original Rehabilitation Work Schedule, if any, shall remain in effect and govern. Until resolution of any portion of the updated Rehabilitation Work Schedule that is in Dispute, the treatment of that portion in the immediately preceding Rehabilitation Work Schedule shall remain in effect and govern.

10.13 Handback Requirements

10.13.1 Handback Condition

Subject to PA Section 10.13.2.3 (*Handback Inspections*) and PA Section 19.5.2 (*Termination Procedures and Duties*), on the Termination Date, the Development Entity shall cause the Elements within the Maintenance Limits to be in the condition and meet all of the requirements for Residual Life at Handback specified in the Handback Requirements.

10.13.2 Handback Inspections

The Parties shall conduct inspections of the Elements within the Maintenance Limits at the times and according to the terms and procedures specified in the Handback Requirements, for the purposes of:

10.13.2.1 Determining and verifying the condition of all Elements and their Residual Lives;

10.13.2.2 Adjusting, to the extent necessary based on inspection and analysis, Element Useful Lives, Ages, Residual Lives, estimated costs of Rehabilitation Work and timing of Rehabilitation Work;

10.13.2.3 Revising and updating the Rehabilitation Work Schedule to incorporate such adjustments;

10.13.2.4 Determining the Rehabilitation Work and Rehabilitation Work Costs required to be performed and completed prior to the Termination Date, based on the requirements for Residual Life at Handback specified in the Handback Requirements, the foregoing adjustments and the foregoing changes to the Rehabilitation Work Schedule;

10.13.2.5 Verifying that such Rehabilitation Work has been properly performed and completed in accordance with the Handback Requirements; and

10.13.2.6 Adjusting the Development Entity's funding of the Handback Requirements Reserve Account so that it is funded according to the schedule and amounts required under PA Exhibit 18 (*Handback Requirements Reserve Elements and Reserve Funding Mechanism*).

The Development Entity shall prepare and deliver to the Department a report reflecting the results of each such inspection for Department's review, and ultimately concurrence, as a Formal Communication.

10.13.3 Rehabilitation Work under Handback Requirements

10.13.3.1 Subject to PA Section 10.13.3.2 (*Rehabilitation Work under Handback Requirements*), the Development Entity shall diligently perform and complete all Rehabilitation Work required to be performed and completed prior to the expiry of the Full Term, based on the required adjustments and changes to the Rehabilitation Work Schedule resulting from the inspections and analysis under the Handback Requirements.

10.13.3.2 In the event of an early termination of this Project Agreement, this PA Section 10.13 (*Handback Requirements*) shall apply to the extent of any Rehabilitation Work already required to be performed and completed prior to the Early Termination Date.

10.13.4 Handback Requirements Reserve Account

10.13.4.1 Establishment

a. Beginning at the commencement of the Handback Period, the Development Entity shall establish and fund a reserve account (the "Handback Requirements Reserve Account") exclusively available for the uses set forth in PA Section 10.13.5 (*Use*). The Development Entity shall provide to the Department the details regarding the account, including the name, address and contact information for the depository institution and the account number. The Department shall have a first priority perfected security interest in the Handback Requirements Reserve Account, and the right to receive directly from the depository institution monthly account statements.

b. In lieu of establishing the Handback Requirements Reserve Account, the Development Entity may deliver to Department Handback Requirements Letters of Credit, on the terms

and conditions set forth in PA Section 10.13.6 (*Disposition at End of Term*) and PA Section 17.2.2 (*Letters of Credit*).

10.13.4.2 Funding

a. The Development Entity shall make deposits to the Handback Requirements Reserve Account at the times and in the amounts set forth in PA Exhibit 18 (*Handback Requirements Reserve Elements and Reserve Funding Mechanism*).

b. Funds held in the Handback Requirements Reserve Account may be invested and reinvested only in Eligible Investments. Eligible Investments in the Handback Requirements Reserve Account must mature, or the principal of and accrued interest on such Eligible Investments must be available for withdrawal without penalty, not later than such times as shall be necessary to provide funds when needed for payment of draws to the Development Entity, and in any event not later than the end of the Term. All interest earned or profits realized from the investment of funds in the Handback Requirements Reserve Account shall be retained therein.

c. If the Development Entity fails to make any Quarterly deposit into the Handback Requirements Reserve Account when due, including funding any increases or shortfalls required under Sections 3 and 5 of PA Exhibit 18 (*Handback Requirements Reserve Elements and Reserve Funding Mechanism*), the Department shall be entitled to deduct the amount due from the Monthly Payment due to the Development Entity at the time of payment of the Monthly Payment to the Development Entity, and shall deposit such amount to the Handback Requirements Reserve Account on behalf of the Development Entity.

10.13.5 Use

10.13.5.1 The Development Entity will have the right to payments from the Handback Requirements Reserve Account to be used only to make progress and final payments for the following costs, provided the Handback Requirements Reserve Account is not at any time reduced below the amount of funds then required under PA Exhibit 18 (*Handback Requirements Reserve Elements and Reserve Funding Mechanism*):

a. Handback Work Costs for those Elements that have a number of years stated in the "Useful Life (Total Life)" column in TP Table 23-1 (Useful and Residual Life Requirements), to the extent such Rehabilitation Work is to be performed prior to the end of the Term pursuant to PA Section 10.12 (*Rehabilitation Work*);

b. Handback Work Costs for those Elements that have a number of years stated in the "Residual Life at Handback" column in TP Table 23-1 (Useful and Residual Life Requirements), to the extent such Rehabilitation Work is necessary in order to return the Element to the Department at the end of the Term with a Residual Life equal to or greater than such number of years indicated in the Residual Life at Handback column in TP Table 23-1 (Useful and Residual Life Requirements); and

c. Costs of Safety Compliance work.

10.13.5.2 Amounts in the Handback Requirements Reserve Account can only be used for the purposes described in PA Section 10.13.5.1 (*Use*) and are not available as security for repayment of Project Debt or making Distributions. The use of amounts in the Handback Requirements Reserve Account for any purpose other than as permitted in PA Section 10.13.5.1 (*Use*) shall be a Development Entity Default pursuant to PA Section 18.1.1.8 (*Development Entity Default*).

10.13.6 Disposition at End of Term

10.13.6.1 At the Termination Date, all funds in the Handback Requirements Reserve Account (except as provided in PA Section 10.13.6.2 (*Disposition at End of Term*)) shall automatically be and become the sole property of the Department, free and clear of all Liens, offsets and deductions. Thereupon, the Development Entity shall deliver such transfers, assignments and other documents, and take such other actions, as the Department or the depository institution for the Handback Requirements Reserve Account shall require to confirm transfer to the Department of the Handback Requirements Reserve Account and funds therein, free and clear of all Liens, offsets and deductions.

10.13.6.2 If the amount in the Handback Requirements Reserve Account at such time is different from the amount then required pursuant to PA Exhibit 18 (*Handback Requirements Reserve Elements and Reserve Funding Mechanism*), the Development Entity shall pay any shortfall to the Department upon demand, or the Department on demand from the Development Entity shall authorize release to the Development Entity of any excess amounts in the Handback Requirements Reserve Account, as the case may be. The Department, at its election, may offset any Termination Compensation owing to the Development Entity by the amount of such shortfall.

10.13.6.3 If at the Termination Date, the Development Entity has completed and paid in full all Rehabilitation Work required on all Elements that have a number of years stated in the "Residual Life at Handback" column in TP Table 23-1 (Useful and Residual Life Requirements) and funds in the Handback Requirements Reserve Account exceed the total amount required under Section 2(a) of PA Exhibit 18 (*Handback Requirements Reserve Elements and Reserve Funding Mechanism*) and the 10% contingency thereon required under Section 2(c) of PA Exhibit 18 (*Handback Requirements Reserve Elements and Reserve Funding Mechanism*), then the Department shall on demand authorize release of such excess to the Development Entity or, at the Development Entity's direction, the Collateral Agent, subject to the foregoing offset rights in favor of the Department.

10.13.7 Handback Requirements Letters of Credit

10.13.7.1 In lieu of establishing the Handback Requirements Reserve Account, the Development Entity may deliver to the Department one or more letters of credit, on the terms and conditions set forth in this PA Section 10.13.7 (*Handback Requirements Letters of Credit*) and PA Section 17.2.2 (*Letters of Credit*)(each, a "Handback Requirements Letter of Credit"). If the Handback Requirements Reserve Account has been previously established, the Development Entity at any time thereafter may substitute one or more Handback Requirements Letters of Credit for all or any portion of the amounts required to be on deposit in the Handback Requirements Reserve Account, on the terms and conditions set forth in this PA Section 10.13.7 (*Handback Requirements Letters of Credit*) and PA Section 17.2.2 (*Letters of Credit*). Upon receipt of the required substitute Handback Requirements Letter of Credit, the Department shall authorize the release to the Development Entity of amounts in the Handback Requirements Reserve Account equal to the face amount of the substitute Handback Requirements Letter of Credit. The Department shall be named as the sole beneficiary under each Handback Requirements Letter of Credit.

10.13.7.2 If the face amount of any Handback Requirements Letter of Credit falls below the total amount required to be funded to the Handback Requirements Reserve Account prior to expiry of the Handback Requirements Letter of Credit, the Development Entity shall pay, when due, the shortfall into the Handback Requirements Reserve Account. Alternately, the Development Entity may deliver a Handback Requirements Letter of Credit with a face amount equal to at least the total amount required to be funded to the Handback Requirements Reserve Account during the period up to the expiry of the Handback Requirements Letter of Credit, or may deliver additional Handback Requirements Letters of Credit or cause the existing Handback Requirements Letter of Credit to be amended to cover the shortfall before deposits of the shortfall to the Handback Requirements Reserve Account are due. If the

Development Entity fails to satisfy such obligation, the Department shall be entitled to deduct the amount due from the Monthly Payment due to the Development Entity at the time of payment of the Monthly Payment to the Development Entity, and shall deposit such amount to the Handback Requirements Reserve Account on behalf of the Development Entity.

10.13.7.3 At the beginning of each calendar year, the Development Entity shall have the right and obligation (in lieu of funding the Handback Requirements Reserve Account) to adjust the amount of the Handback Requirements Letter of Credit to equal the maximum amount required to be funded in the Handback Requirements Reserve Account during the forthcoming calendar year under PA Exhibit 18 (Handback Requirements Reserve Elements and Reserve Funding Mechanism), taking into account the most recent Rehabilitation Work Schedule and Rehabilitation Work performed to date under the Handback Requirements. No adjustment that serves to reduce the (aggregated) stated amount(s) of the Handback Requirements Letter of Credit shall be made without the prior, written consent of the Department, which, for purposes of clarity, shall be given if the Department is satisfied, in its good faith discretion, that such reduced (aggregated) stated amount(s) equals the maximum amount required to be funded in the Handback Requirements Reserve Account during the forthcoming calendar year.

10.13.7.4 The Department shall have the right to draw on the Handback Requirements Letter of Credit (a) as provided in PA Section 17.2.2.1 (General Provisions), or (b) upon the Termination Date, in either case, as necessary to obtain the Handback Requirements Reserve Account funds to which the Department is then entitled under PA Section 10.13.6 (Disposition and End of Term).

10.13.7.5 If the Department draws on a Handback Requirements Letter of Credit, the Department shall have the right to use and apply the proceeds of such drawing as provided in PA Section 10.13.5 (Use). Notwithstanding the foregoing, if the Department draws on the Handback Requirements Letter of Credit due to the Development Entity's failure for any reason to deliver to the Department a new or replacement Handback Requirements Letter of Credit, on the same terms, or at least a one year extension of the expiration date of the existing Handback Requirements Letter of Credit, not later than 45 Days before such expiration date, the Department shall deposit the proceeds from drawing on the expiring Handback Requirements Letter of Credit into the Handback Requirements Reserve Account.

Article 11 CONTRACTING AND LABOR PRACTICES

11.1 Disclosure of Contracts and Contractors

11.1.1 The Development Entity shall provide the Department a Quarterly report listing (a) all Key Contracts in effect, (b) all Contracts in effect, identifying specifically those Contracts to which the Development Entity is a party and (c) where the Development Entity is a party to a Contract in effect with an Affiliate, all Contracts in effect to which such Affiliate is a party and under which all or a substantial portion of the Affiliate's responsibilities or obligations under its Contract with the Development Entity are delegated to the Contractor. The Development Entity also shall list in the Quarterly report the Contractors under all Contracts, guaranties of Key Contracts in effect and the guarantors thereunder. The Development Entity shall allow the Department ready access to all Contracts and records regarding Contracts, including amendments and supplements to Contracts and guaranties thereof.

11.1.2 No later than five days after Contract execution, the Development Entity shall notify the Department in writing of the name, address, phone number and authorized representative of the applicable Contractor.

11.2 Responsibility for Work, Contractors and Employees

11.2.1 The Development Entity shall retain or require Contractors to retain only Contractors that (a) are prequalified (and remain prequalified for the duration they are performing the Work) as may be required under 67 Pa. Code Ch. 457 (i) to perform the Work such Contractor is under contract to perform; and (b) have "unlimited financial capacity", and are otherwise qualified, experienced and capable in the performance of the portion of the Work assigned. The Development Entity shall require that each Contractor has at the time of execution of the Contract, and maintains at all times during performance of the assigned Work, all licenses required by applicable Laws. The Development Entity shall require all Contractors to adhere to the requirements herein with respect to Subcontractors.

11.2.2 The retention of Contractors by the Development Entity will not relieve the Development Entity of its responsibilities under the Contract Documents or for the quality of the Work or materials or services provided by it.

11.2.3 Nothing in the Contract Documents will create any contractual relationship between the Department and any Contractor or Subcontractor. No Contract entered into by or under the Development Entity shall impose any obligation or liability upon the Department to any Contractor, Subcontractor, or any of their respective employees.

11.2.4 The Development Entity shall supervise and be fully responsible for the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by any Contractor or Development Entity-Related Entity, or their respective individual person Constituents, as though the Development Entity directly employed all such individuals.

11.2.5 The Development Entity shall subcontract no less than 65% of the D&C Work, but shall perform either (a) with its own organization or (b) through the Lead Construction Contractor, Work amounting to no less than 30% and no more than 35% of the Construction Work (calculated by percentage of the Construction Work portion of the D&C Amount).

11.2.6 The Department reserves the right to review all Contracts for compliance with the requirements of this Project Agreement and Contract Documents.

11.3 Key Contracts; Contractor Qualifications

11.3.1 Use of and Change in Key Contractors

The Development Entity shall retain, employ and utilize the firms and organizations in the Package Proposal and otherwise as specifically listed in the Project Management Plan to fill the corresponding Key Contractor positions listed therein. The Development Entity shall not terminate any Key Contract with a Key Contractor, or permit or suffer any substitution or replacement (by way of assignment of the Key Contract, transfer to another of any material portion of the scope of work, or otherwise) of such Key Contractor, except: (a) in the case of subcontracting portions of the Work by such Key Contractor, (b) in the case of material default by the Key Contractor; or (c) with the Department's prior written approval in its good faith discretion. For Key Contractors not known as of the Effective Date, the Development Entity's selection thereof shall be subject to the Department's prior written approval in the Department's good faith discretion.

11.3.2 Key Contract Provisions

Each Key Contract shall (in addition to satisfying the requirements to all Contracts set forth in PA Section 11.3.4 *(Required Inclusions for Project Contracts)*):

11.3.2.1 expressly include the requirements of this Project Agreement or other Contract Documents applicable to Contractors regarding Intellectual Property rights (for avoidance of doubt, each Key Contract shall grant to the Department no less than the scope of the intellectual property license provided by the Development Entity to the Department under this Project Agreement), DBE Requirements (applicable only to Contracts for D&C Work), and OJT Requirements (applicable only to Contracts for D&C Work), as well as any other requirements and provisions expressly required to apply to Contractors (at each tier); and require the Key Contractor to carry out its scope of work in accordance with the applicable requirements of the Contract Documents, the Governmental Approvals, applicable law, and plans and manuals developed and used by the Development Entity under the Contract Documents;

11.3.2.2 expressly require the Key Contractor to participate, at the Development Entity's request, in meetings between the Development Entity and the Department concerning matters pertaining to such Key Contractor, its work or the coordination of its work with other Contractors, provided that all direction to such Key Contractor shall be provided by the Development Entity, and provided further that nothing in this PA Section 11.3.2.2 (*Key Contract Provisions*) shall limit the authority of the Department to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property;

11.3.2.3 expressly require the Key Contractor afford the Department access to and the right to participate in any meetings between the Development Entity and such Key Contractor pertaining to the Project;

11.3.2.4 include an agreement by the Key Contractor to give evidence and otherwise participate as necessary in any Dispute resolution proceeding pursuant to PA Section 18.7 (*Dispute Resolution Procedures*), if such participation is requested by either the Department or the Development Entity;

11.3.2.5 without cost to the Development Entity or the Department, expressly permit assignment to the Department, the Collateral Agent or either of their respective successors, assignees or designees, of all the Development Entity's rights under the Key Contract, contingent only upon delivery of written request from the Department following the Termination Date, allowing the Department or its successor, assign or designee to assume the benefit of the Development Entity's rights with liability only for those remaining obligations of the Development Entity accruing after the date of assumption, such assignment to include the benefit of all Key Contractor warranties, indemnities, guaranties and professional responsibility;

11.3.2.6 expressly state that any acceptance of assignment of the Key Contract to the Department or its successor, assign or designee shall not operate to make the assignee responsible or liable for any breach of the Key Contract by the Development Entity or for any amounts due and owing under the Key Contract for work or services rendered prior to assumption (but without restriction on the Key Contractor's rights to suspend work, demobilize, or terminate due to the Development Entity's uncured breach);

11.3.2.7 expressly include a covenant to recognize and attorn to the Department upon receipt of Notice from the Department that it has exercised step-in rights under this Project Agreement, without necessity for consent or approval from the Development Entity or to determine whether the Department validly exercised its step-in rights, and the Development Entity's covenant to waive and release any claim or cause of action against the Key Contractor arising out of or relating to its recognition and attornment in reliance on any such Notice;

11.3.2.8 expressly include a covenant, expressly stated to survive termination of the Key Contract, to promptly execute and deliver to the Department a new contract between the Key

Contractor and the Department on the same terms and conditions as the Key Contract, in the event (a) the Key Contract is rejected by the Development Entity in bankruptcy or otherwise wrongfully terminated by the Development Entity, and (b) the Department delivers written request for such new contract following the Termination Date. The Key Contract also shall include a covenant, expressly stated to survive termination of the Key Contract, to the effect that if the Key Contractor was a party to an escrow agreement and the Development Entity terminates it, then the Key Contractor also shall execute and deliver to the Department, concurrently with such new contract, a new escrow agreement on the same terms and conditions as the terminated escrow agreement, and shall concurrently make the same deposits pursuant to the new escrow agreement as made or provided under the terminated escrow agreement. This Section shall not apply to Key Contracts with the Department or Governmental Entities;

11.3.2.9 expressly include requirements that: the Key Contractor (a) will maintain usual and customary Books and Records for the type and scope of operations of business in which it is engaged (e.g., constructor, equipment Supplier, designer, service provider), in no case, however, fewer or other than, at a minimum, those required under applicable Law or Governmental Approval, including as may be required of the Development Entity hereunder, where the Development Entity is obligated to compel the Key Contractor to maintain such Books and Records, (b) permit audit thereof with respect to the Project or Work by each of the Development Entity, the Department in accordance with PA Section 21.2 (Audits), and (c) provide progress reports to the Development Entity appropriate for the type of work it is performing sufficient to enable the Development Entity to provide the reports it is required to furnish the Department under this Project Agreement;

11.3.2.10 include the right of the Development Entity, and correspondingly Contractor, to terminate the Key Contract in whole or in part upon any Termination for Convenience of this Project Agreement or Department Default, in each case without liability of the Development Entity, the Department for the Key Contractor's lost profits or business opportunity;

11.3.2.11 include and require Subcontractors at all tiers to include, prompt payment obligations so as to comply with, and require Subcontractors at all tiers to comply with PA Section 11.13 (Prompt Payment to Contractors and Pay When Paid Provisions);

11.3.2.12 expressly include a covenant that in the event the Department exercises its rights to assume the Development Entity's interest under such Key Contract or to obtain a new contract following termination of the Project Agreement pursuant to PA Section 11.3.2.8 (Key Contract Provisions), the subject Key Contractor will negotiate in good faith to accommodate and shall not unreasonably withhold approval of any Department-requested changes to such Key Contract necessitated by Department or Commonwealth law or policy; and

11.3.2.13 Expressly provide that any purported amendment with respect to any of the foregoing matters without the prior written consent of the Department will be null and void.

11.3.3 Additional Requirements for Key Contracts

Before entering into any supplement or amendment to a Key Contract, the Development Entity shall submit a true and complete copy of the proposed supplement, or amendment to the Department for review, Comments, and approval. The Department may disapprove only if the Key Contract, amendment, or supplement: (a) does not comply, or is inconsistent, in any material respect with the requirements of the Contract Documents, including that it does not comply or is inconsistent with this PA Article 11 (Contracting and Labor Practices) or with the applicable requirements of PA Section 21.1 (Maintenance and Inspection of Books and Records) regarding maintenance of Books and Records, does not incorporate the applicable federal requirements set forth in PA Exhibit 7 (Federal Legal Requirements), or is inconsistent with the requirements of the relevant scope of Work, (b) increases the Department's liability

or does not include/adversely affects the required Contract provisions set forth in PA Section 11.3.2 (*Key Contract Provisions*) or PA Section 11.3.4 (*Required Inclusions for Project Contracts*), or (c) disclaims, waives, or otherwise restricts the Department's right to require that any assignment of any or all of the Design Work under the Key Contract, whether by contract or otherwise, be subject to the Department's prior written consent as required under this Project Agreement.

11.3.4 Required Inclusions for All Project Contracts

Each Contract shall:

11.3.4.1 expressly require all Contractors (and any lower-tier Subcontractor) performing D&C Work to sign and submit to its Contract (or Subcontract) counterparty (be it the Development Entity, a Contractor, or any Subcontractor), a certified copy delivered by the Development Entity to the Department on or before the earlier of NTP2 and 15 Days prior commencement of any portion of the Work, the "Debarment and Suspension Certification" attached as Attachment 6 to PA Exhibit 7 (*Federal Legal Requirements*);

11.3.4.2 include terms and conditions sufficient to ensure compliance by all Contractors and Subcontractors, all parties performing any Work on behalf thereof, with the requirements of the Contract Documents, and shall include those terms that are specifically required by the Contract Documents to be included therein, including, to the extent applicable, those set forth in PA Exhibit 7 (*Federal Legal Requirements*) and any other applicable federal requirements;

11.3.4.3 include the following provision verbatim (excepting for filling in blanks, removing brackets, and only such other changes as required to reflect properly the identity of the parties):

Nothing contained herein shall be deemed to create any privity of contract between the Pennsylvania Department of Transportation ("Department"), and [_____] *[insert legal name of Contractor, Subcontractor, or Supplier]* ("Contractor"), nor does it create any duties, obligations, or liabilities on the part of the Department to Contractor, except those that may be specified under applicable Commonwealth of Pennsylvania law, if any. In the event of any claim or dispute arising under this [_____] *[insert formal name of Contract or Subcontract, or defined term thereunder]* (the "Contract") or [_____] *[insert legal name of the Development Entity]* (the "Development Entity" under its agreement with the Department), Contractor shall look only to the Development Entity for any payment, redress, relief, or other satisfaction. Contractor hereby waives any claim or cause of action against the Department arising out of, relating to, or resulting from the Contract or otherwise arising out of, relating to, or resulting from Contractor's scope of work or services under the Contract.

11.3.4.4 for all Contracts or Subcontracts for D&C Work valued at over \$100,000, require each applicable Contractor (and any lower-tier Subcontractor) to sign and submit to its Contract (or Subcontract) counterparty (be it the Development Entity, a Contractor, or any Subcontractor), a certified copy delivered by the Development Entity to the Department on or before the earlier of NTP2 and 15 days prior commencement of any portion of the Work, the "Certificate Regarding Use of Contract Funds for Lobbying" in accordance with Attachment 8 to PA Exhibit 7 (*Federal Legal Requirements*);

11.3.4.5 for all Contracts for D&C Work valued at over \$100,000 and for which a Contractor (or a Subcontractor) is paid \$100,000 or more, require all Contractors (and each lower-tier Subcontractors) to sign and submit to its Contract counterparty (be it the Development Entity, a Contractor, or any Subcontractor), a certified copy delivered by the Development Entity to the Department on or before

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the earlier of NTP2 and 15 days prior commencement of any portion of the Work, the Standard Form-LLL (found, as of the Effective Date, at <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>);

11.3.4.6 expressly require all Contractors (and any lower-tier Subcontractor) to comply with the requirements, constraints, restrictions, or otherwise, provide such documents or other information, or otherwise perform those obligations that the Contract Documents require such Contractors (or lower-tier Subcontractors) to comply with, provide, or otherwise perform;

11.3.4.7 for all Contracts for D&C Work, the inclusions required under the DBE Requirements; and

11.3.4.8 expressly require that an executed Department Form BOP-2201 is collected by the subject Contractor from any prospective Subcontractor under such Contract with such Subcontractor's applicable bid, proposal or quote (or if any Subcontractor has already been submitted a bid, proposal, or quote, or been awarded a Subcontract, at the time of execution of the subject Contract, concurrently with the execution thereof), and promptly provided to the Development Entity.

11.4 Key Personnel; Required Personnel

11.4.1 Key Personnel

11.4.1.1 The Development Entity shall retain, employ and utilize the individuals specifically listed in PA Exhibit 2 (*Key Personnel Commitments*) to fill the corresponding Key Personnel positions listed therein. The Development Entity shall not change or substitute any such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by the Department pursuant to PA Section 11.4.1.2 (*Key Personnel*). In such circumstances, the Development Entity shall promptly propose a replacement for such position for approval by the Department in its good faith discretion consistent with this PA Section 11.4.1.2 (*Key Personnel*).

11.4.1.2 The Development Entity shall notify the Department in writing of any proposed replacement for any Key Personnel position. The Department will have the right to review the qualifications and character of each individual to be appointed to a Key Personnel position (including personnel employed by Contractors to fill any such position) and to approve or disapprove use of such individual in such position prior to the commencement of any Work by such individual in its sole discretion. Any replacement Key Personnel proposed by the Development Entity shall meet all of the Minimum Qualifications (Key Personnel) with respect to such Key Personnel position and have qualifications and experience that is equal to or better than the Person for whom such replacement is nominated at the time such Person assumed such Key Personnel position with respect to the Project.

11.4.1.3 [Reserved]

11.4.1.4 The Development Entity shall provide to the Department, phone numbers and email addresses for all Key Personnel. The Department requires each Key Personnel to be available and able to be contacted as follows:

<i>Key Personnel</i>	<i>Period Required to be Available and Availability for Contact by Department</i>
Development Entity's Project Manager	24 hours per day, seven days per week

<i>Key Personnel</i>	<i>Period Required to be Available and Availability for Contact by Department</i>
Design-Build Project Manager	24 hours per day, seven days per week (NTP2 until expiration of the Warranty Period)
Lead Design Manager	24 hours per day, seven days per week (NTP2 until expiration of the Warranty Period)
Construction Manager	24 hours per day, seven days per week (NTP2 until expiration of the Warranty Period)
Quality Assurance Manager (QAM)	24 hours per day, seven days per week (NTP2 until expiration of the Warranty Period), on an as-needed basis with 72 hours' notice thereafter
Financing Manager	24 hours per day, seven days per week (Effective Date until Financial Close and 30 days prior to the effective date of any Refinancing hereunder until closing of the Refinancing)
Maintenance Manager	24 hours per day, seven days per week (Substantial Completion Date through the Term)

11.4.1.5 Except as otherwise provided under this PA Section 11.4 (*Key Personnel; Required Personnel*), if the Development Entity fails either (a) to have a Key Personnel position available as required and as identified under this PA Section 11.4 (*Key Personnel*) (but subject to PA Section 11.4.1.6b (*Key Personnel*), or (b) to provide a proposed replacement under that satisfies the requirements of PA Section 11.4.1.2 (*Key Personnel*) to the Department within 30 Days after notifying the Department of a proposed replacement for any Key Personnel position (subject to PA Section 11.4.1.6c (*Key Personnel*)), then either such failure shall be subject to Liquidated Damages in accordance with PA Exhibit 15 (*Measures of Liquidated Damages*) and PA Section 18.4.3 (*Liquidated Damages for Personnel-related Matters*).

11.4.1.6 The Development Entity is not liable for Liquidated Damages under PA Section 11.4.1 (*Key Personnel*) if:

- a. the Development Entity removes or replaces such individual at the direction of the Department;
- b. such individual is unavailable due to sickness, unavailability outside normal business hours, vacation (not to exceed 25 Business Days per year in aggregate), retirement, death, disability, incapacity, injury or voluntary or involuntary termination of employment with the applicable Development Entity-Related Entity (provided that moving to an Affiliate of the Development Entity, a Contractor, or a Subcontractor is not considered grounds for avoiding Liquidated Damages); or
- c. provided the Development Entity provides the Department with a proposed replacement for any Key Personnel position meeting all applicable Minimum Qualifications (Key

Personnel) and having qualifications and experience that is equal to or better than the Person for whom such replacement is nominated at the time such Person assumed such Key Personnel position, within 30 Days after notifying the Department of a proposed replacement for any Key Personnel position, the Department nevertheless exercises its rights under PA Section 11.4.1.2 (*Key Personnel*) to disapprove of such Person filling the applicable Key Personnel position.

11.4.1.7 Upon approval of any Key Personnel replacement by the Department, the new individual shall be considered a Key Personnel for all purposes under the Contract Documents.

11.4.2 Required Personnel

11.4.2.1 The Development Entity shall retain, make available and utilize the individuals to fill the Required Personnel positions listed in PA Section 11.4.2.9 (*Required Personnel*) and further described in the TP Section 3.3.4.2 (Required Personnel) in accordance with the requirements thereof. The Development Entity shall not change or substitute any such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by the Department pursuant to PA Section 11.4.2.5 (*Required Personnel*). In such circumstances, the Development Entity shall promptly propose a replacement for such position for approval by the Department in its good faith discretion consistent with PA Section 11.4.2.5 (*Required Personnel*).

11.4.2.2 Each of the Required Personnel shall fulfill the applicable Role (Required Personnel) and satisfy or exceed the Minimum Qualifications (Required Personnel) of such Required Personnel position.

11.4.2.3 The Development Entity shall cause each individual filling a Required Personnel position to dedicate no less than the amount of time described in the Role (Key Personnel) for each such Required Personnel position.

11.4.2.4 The Development Entity shall ensure, and cause any Contractor employing a Required Personnel to ensure, that each Required Personnel has the authority to fulfill its applicable Role (Required Personnel). If the Development Entity intends to replace any Required Personnel, the Development Entity shall:

a. prior to replacement of any Required Personnel, notify the Department in writing of any replacement for such Required Personnel position; and

b. ensure that any replacement satisfies or exceeds the Minimum Qualifications (Required Personnel) for the subject Required Personnel position and has such qualifications and experience that is equal to or better than the Person for whom such replacement is nominated, when the Person to be replaced originally assumed such Required Personnel position with respect to the Project.

11.4.2.5 If the Department reasonably believes that the replacement proposed by the Development Entity under PA Section 11.4.2.3 (*Required Personnel*) does not have the qualifications, capability, character, and experience to satisfy the requirements set forth under PA Section 11.4.2.4b (*Required Personnel*), the Department may notify the Development Entity and the Development Entity shall provide a replacement that satisfies such requirements.

11.4.2.6 Subject to PA Section 11.4 (*Key Personnel; Required Personnel*), if the Development Entity fails either (a) to cause each individual filling the identified Required Personnel (*Required Personnel*) positions in PA Exhibit 15 (*Measures to Liquidated Damages*) to be available, as is required under PA Section 11.4.2.3 (*Required Personnel*) (but subject to PA Section 11.4.2.4b) (*Required Personnel*), or (b) to provide a proposed replacement that meets or exceeds the requirements of PA Section

11.4.2.4b) (*Required Personnel*) to the Department within 30 Days after notifying the Department of a proposed replacement for any such Required Personnel position (but subject to PA Section 11.4.2.7c) (*Key Personnel*) then any such failure shall be subject to Liquidated Damages in accordance with PA Exhibit 15 (*Measures of Liquidated Damages*) and PA Section 18.4.3 (*Liquidated Damages for Personnel-related Matters*).

11.4.2.7 The Development Entity is not liable for Liquidated Damages under PA Section 11.4.2.6 (*Required Personnel*) if:

a. the Development Entity removes or replaces such individual at the direction of the Department;

b. such individual is unavailable due to retirement, sickness, unavailability outside normal business hours, vacation (not to exceed 25 Business Days per year in aggregate), death, disability, incapacity, injury or voluntary or involuntary termination of employment with the applicable Development Entity-Related Entity (provided that moving to an Affiliate of the Development Entity, a Contractor, or a Subcontractor is not considered grounds for avoiding Liquidated Damages); or

c. provided the Development Entity provides the Department with a proposed replacement for any Required Personnel position meeting all applicable Minimum Qualifications (*Required Personnel*) and having qualifications and experience that is equal to or better than the Person for whom such replacement is nominated at the time such Person assumed such Required Personnel position, within 30 Days after notifying the Department of a proposed replacement for any Required Personnel position, the Department nevertheless exercises its rights under PA Section 11.4.2.5 (*Required Personnel*) to disapprove of such Person filling the applicable Required Personnel position.

11.4.2.8 Upon approval of any Required Personnel replacement by the Department, the new individual shall be considered a Required Personnel for all purposes under the Contract Documents.

11.4.2.9 The Development Entity shall provide to the Department, phone numbers and email addresses for all Required Personnel. The Department requires each Required Personnel to be available during normal business hours as follows:

Required Personnel	Period Required to be Available
Schedule Manager	Between NTP1 and 20 Business Days after Final Acceptance
Equal Employment Opportunity Manager	For the Term
Design Quality Manager	Between NTP1 and Final Acceptance
Construction Quality Manager	Between NTP1 and 20 Business Days after Final Acceptance
Maintenance Quality Manager	No later than 20 Business Days prior to Final Acceptance through the end of the Term
Maintenance Quality Assurance Manager	No later than 20 Business Days prior to Final Acceptance through the end of the Term

Required Personnel	Period Required to be Available
Public Information and Communication Manager	Between NTP1 and 20 Business Days after Final Acceptance
Environmental Compliance Manager	Between NTP2 and 20 Business Days after Final Acceptance
Hazardous Materials Manager	Between NTP2 and Final Acceptance
Natural Resource Biologist	Between NTP2 and Final Acceptance
Environmental Compliance Inspectors	Between NTP2 and Final Acceptance
Water Quality Specialist	Between NTP2 and Final Acceptance
Utility Manager	Between NTP2 and Final Acceptance
Right of Way Manager	Between NTP2 and Final Acceptance
Hydrology and Hydraulics Manager	Between NTP2 and Final Acceptance
Stormwater Management/Drainage Specialist	Between NTP2 and Final Acceptance
Erosion and Sediment Control Specialist	Between NTP2 and Final Acceptance
Vibration and Movement Monitoring Specialist	Between NTP2 and Final Acceptance
Bicycle and Pedestrian Specialist	Between NTP2 and Final Acceptance
Traffic Control Manager	Between NTP2 and Final Acceptance

11.5 Contracts with Affiliates

11.5.1 The Development Entity shall have the right to have Work performed by Affiliates only under the following terms and conditions:

11.5.1.1 the Development Entity shall execute a written Contract with the Affiliate;

11.5.1.2 the Contract shall comply with all applicable provisions of this PA Article 11 (*Contracting and Labor Practices*), be consistent with the Contract Documents and Good Industry Practice, and be in form and substance substantially similar to Contracts then being used by the Development Entity or Affiliates for similar Work with unaffiliated Contractors;

11.5.1.3 the Contract shall set forth the scope of Work and all the pricing, terms and conditions with respect thereto;

11.5.1.4 the pricing, scheduling and other terms and conditions of the Contract shall be no less favorable to the Development Entity than those that the Development Entity could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor. The Development Entity shall bear the burden of proving that the same are no less favorable to the Development Entity; and

11.5.1.5 no Affiliate (other than the Lead Construction Contractor if it is an Affiliate) shall be engaged to perform any Work that any Contract Documents or the Project Management Plan or any component part, plan or other documentation thereunder indicates are to be performed by an independent or unaffiliated party. No Affiliate shall be engaged to perform any Work that would be inconsistent with the requirements of the Contract Documents or Good Industry Practice.

11.5.2 Before entering into a written Contract with an Affiliate or any supplement or amendment thereto, the Development Entity shall submit a true and complete copy of the proposed Contract to the Department for review and Comment, with a cover memorandum orienting the Department to all pricing terms, including demobilization and breakage terms and amounts. The Department will have 20 Business Days after receipt to deliver its Comments to the Development Entity. If the Contract with the Affiliate is a Key Contract and such Affiliate's selection as a Key Contractor is not known as of the Effective Date, the Affiliate shall be subject to the Department's approval as provided in PA Section 11.3.1 (*Use of and Change in Key Contractors*).

11.5.3 The Development Entity shall make no payments to Affiliates for Work in advance of performance thereof, except for reasonable mobilization payments or other payments consistent with arm's length, competitive transactions of similar scope. Advance payments in violation of this provision shall be excluded from the calculation of Termination Compensation.

11.6 Labor Standards; Worker Protection and Investment Provision

11.6.1 In the performance of its obligations under the Contract Documents, the Development Entity at all times shall comply, and require by contract that all Contractors and vendors comply, with all applicable federal and Commonwealth labor, occupational safety and health laws, standards, rules, regulations and federal and Commonwealth orders, including the Federal Construction Safety Act (Public Law 91-54); 29 C.F.R. Chapter XVII, Part 1926, "*Occupational Safety and Health Regulations for Construction, and the Occupation Safety and Health Act*" (Public Law 91-596); 29 C.F.R. Chapter XVII, Part 1910, "*Occupational Safety and Health Standards for General Industry*"; and subsequent publications updating such regulations.

11.6.2 All individuals performing the Work shall have the skill and experience and any licenses or certifications required to perform the Work assigned to them.

11.6.3 If any individual employed by the Development Entity or any Contractor is not performing the Work in a proper, safe and skillful manner, then the Department may notify the Development Entity that the Development Entity is required to, or cause the relevant Contractor to, remove such individual and ensure that such individual shall not be re-employed on the Work. If, after such notice and reasonable opportunity to cure, such individual is not removed or if the Development Entity fails to ensure that skilled and experienced personnel are furnished for the proper performance of the Work, then the Department may suspend the affected portion of the Work by delivering to the Development Entity Notice of such suspension in accordance with PA Section 19.3 (*Termination for Department Default or Suspension of Work*). Such suspension shall in no way relieve the Development Entity of any obligation contained in the Contract Documents or entitle the Development Entity to any additional compensation or time extension hereunder.

11.6.4 The Development Entity shall comply and shall cause its Contractors and any Subcontractors to comply with the requirements set out in PA Exhibit 7 (*Federal Legal Requirements*) and Parts 1 and 3 of PA Exhibit 20 (*Certain Public Policy Requirements*). The required certificates and affidavits obtained by or for the Development Entity under this PA Section 11.6.4 (*Labor Standards*) must be filed with the Department and copies maintained by the Development Entity and each Contractor and Subcontractor as of the Effective Date, as well as any recertifications or other actions necessary to maintain the veracity of such certificates and affidavits (as may be required by other Governmental Entities or otherwise to comply with applicable Law). Commonwealth officials, including officials of the Commonwealth Department of Labor and Industry, the Department, retain the right to inspect and audit the Project and employment records of the Development Entity and all Contractors and Subcontractors with at least two Business Days' prior written notice during normal working hours until the Work under the applicable Contract or Subcontract is complete, and as otherwise specified by Law.

11.6.5 Notwithstanding anything in this Project Agreement to the contrary, the Development Entity shall comply in all respects with 74 Pa.C.S. § 9110(a)(19) of the P3 Law, which generally requires that the Development Entity shall offer employment to any employee(s) of the Department who would lose employment due to the execution of this Project Agreement (provided; however, that such requirement shall not be applicable to any employee(s) not in good standing with the Department as of the Effective Date). Any such offer of employment shall include salary, retirement, health and welfare, and benefits substantially identical to the benefits received by such employee immediately prior to the Effective Date, and shall be for a term no less than the term of the collective bargaining agreement to which such employee was subject immediately prior to the Effective Date.

11.6.6 Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 2, 2021), the Development Entity's certificate, submitted with the Package Proposal, is a material representation by the Development Entity to the Department hereunder, and the Development Entity shall provide the Department with an executed Department Form BOP-2201 for itself and each Contractor (including, for avoidance of doubt, each Subcontractor) on or before the Effective Date (or if such date is subsequent to the Effective Date), the date on which any Contractor submits a bid, proposal or quote with respect to the Work).

11.6.7 Development Entity shall be responsible for ensuring Project compliance with 43 P.S. §§167.1-167.11 and that all Persons performing Work are authorized to work in the United States. Development Entity shall submit the Commonwealth Employment Verification Form for each Development Entity employee, and each employee of each Contractor (including, for avoidance of doubt, each Subcontractor) that will perform Work, on or before the Effective Date (or if the subject Person is hired or assigned to work on the Project subsequent to the Effective Date, on or prior to the date of such hiring or assignment).

11.7 Non-Discrimination; Equal Employment Opportunity

11.7.1 The Development Entity shall not, and shall cause the Contractors to not, discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the Work under the Contract Documents. The Development Entity shall carry out, and shall cause the Contractors to carry out, applicable requirements in accordance with any applicable federal Law and the Contract Documents. Failure by the Development Entity or Contractor to carry out these requirements is a material breach of this Project Agreement, which may result in a Default Termination Event under PA Section 18.1.1.8 (*Development Entity Default*) and the termination of this Project Agreement or such other remedy permitted hereunder as the Department deems appropriate (subject to the Development Entity's rights to notice and opportunity to cure set forth in this Project Agreement), but is not limited to (a) withholding Availability Payments; (b) assessing sanctions; (c) Liquidated Damages and other Deductions; or (d) disqualifying the Development Entity or the Contractor from future bidding as non-responsible.

11.7.2 The Development Entity shall include the language set forth in PA Section 11.7.1 (*Non-Discrimination; Equal Employment Opportunity*) in every Contract (including purchase orders and in every Contract of any Development Entity-Related Entity for Work), and shall require that they be included in all Contracts at lower tiers, so that such provisions will be binding upon each Contractor and Subcontractor.

11.7.3 The Development Entity confirms for itself and all Contractors that the Development Entity and each Contractor has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that the Development Entity and each Contractor maintains no employee facilities segregated on the basis of race,

color, national origin, sex, age, religion or handicap. The Development Entity shall comply with all applicable Equal Employment Opportunity, Title VI assurances set forth in Attachment 11 to PA Exhibit 7 (Federal Legal Requirements), and nondiscrimination provisions, including those set forth in PA Exhibit 7 (Federal Legal Requirements), and shall require its Contractors to comply with such provisions.

11.8 Disadvantaged Business Enterprise

11.8.1 The federal Disadvantaged Business Enterprise requirements set forth in Title 49 of the Code of Federal Regulations Part 26 shall apply to the Project. The Development Entity and its Contractors shall comply with the foregoing requirements and the provisions in the Department-accepted Disadvantaged Business Enterprise Performance Plan and the DBE Requirements.

11.8.2 The Development Entity and each Contractor shall abide by and include the following provisions in every Contract such party enters into under this Project Agreement:

11.8.2.1 Policy for Federally-Funded Projects. It is the policy of the DOT and the Department that DBEs, as defined in Part 26, be given the opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of Part 26, as amended, apply to this Project Agreement.

11.8.2.2 DBE Obligation. The Development Entity and each Contractor shall take all necessary and reasonable steps to ensure that all DBEs have the opportunity to compete for and perform contracts. The Development Entity and each Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this or any DOT-assisted contract. The Development Entity and each Contractor shall take all necessary and reasonable steps under Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Department's DBE program, as required by Part 26 and as approved by the DOT, is incorporated by reference in this Project Agreement. Implementation of Part 26 is a legal obligation and failure by the Development Entity or any Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Project Agreement or imposition of other available sanctions. Upon notification to the Development Entity or any Contractor of its failure to carry out its approved program, the DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

11.8.2.3 Failure to Comply with DBE Requirements. The Development Entity or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Project Agreement. The Development Entity and each Contractor shall carry out applicable requirements of Part 26 in the award and administration of DOT-assisted contracts. Failure by the Development Entity or any Contractor to carry out these requirements is a material breach of this Project Agreement, which may result in the termination of this Project Agreement or such other remedy as the Department deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

11.8.2.4 Prompt Payment. With respect to each DBE Contract, the Development Entity shall submit to the Department a Monthly Feedback Report no later than the first day of each month during the Term. The Department shall have five Days to review and approve the Monthly Feedback Report. Unless the Department indicates otherwise to the Development Entity, the Monthly Feedback Report shall be deemed approved by the Department five Days after submission. The Development Entity shall pay all undisputed amounts to Contractors (with whom they have privity of contract) for goods and services provided by the Contractors within 10 Days after the Departments' approval of the Monthly Feedback Report. Any entity, including the Development Entity and Contractors, making payments to DBE or SBE subcontractors must also complete and submit Form EO-402.

11.8.2.5 Small Business Enterprise (SBE) Participation. There is no SBE goal. However, the Development Entity and each Contractor shall recruit and utilize certified SBEs in addition to all other equal opportunity requirements of the contract. The SBE participation shall be counted and reported the same as DBE participation.

11.8.2.6 DBE Reporting. The Development Entity shall submit the required information to the Department in accordance with the following:

a. The Development Entity shall provide the Department Form EO-402 (Monthly DBE/SBE Status Report) monthly, detailing payment to DBE/SBEs for the life of the project to meet the participation goal. The Development Entity shall provide the Department a corresponding DBE Uniform Report –P3 Form setting forth DBE participation and DBE goal attainment every six months.

b. The Development Entity shall provide the Department the DBE Monthly Monitoring Report monthly, detailing DBE goal attainment in dollars and percentages.

c. The Development Entity shall provide the Department the Form EO-354 (DBE Commercially Useful Forms (Construction)) within five days after a DBE beginning work, to be completed by the project manager detailing Work satisfactorily completed by the DBE to determine goal counting and goal participation credit.

11.8.3 DBE Goals, Commitments

11.8.3.1 The DBE goal for the D&C Work is 6.17% of the D&C Amount with respect to the DBE participation by Development Entity ("DBE Goal").

11.8.3.2 Development Entity shall exercise good faith efforts to achieve the DBE Goal and implement the Disadvantaged Business Enterprise Performance Plan, in accordance with the DBE Requirements.

11.8.3.3 The Development Entity shall prepare and submit its Disadvantaged Business Enterprise Performance Plan to Department for review in accordance with TP Section 3.3.6.1 (Disadvantaged Business Enterprise Performance Plan).

11.8.3.4 Following issuance of NTP2, Development Entity and any Contractor making payment(s) to a DBE or SBE must submit a DBE Monthly Monitoring Report to the Department on a monthly basis in accordance with the Disadvantaged Business Enterprise Performance Plan.

11.8.3.5 If a DBE Monthly Monitoring Report shows that Development Entity is not on track to meet the DBE Goal or DBE commitment, Development Entity shall submit a recovery plan to

Department within 10 days after such Submittal (the "DBE Recovery Plan"). The DBE Recovery Plan shall:

- a. describe why the DBE Goal or DBE commitment is not on track to meet and the amount of the anticipated deficit;
- b. describe the prior Good Faith Efforts that Development Entity has made to meet the DBE Goal or DBE commitment; and
- c. describe the Good Faith Efforts and proposed action to be taken by Development Entity in subsequent months to try to attain the DBE Goal or DBE commitment for the remainder of the D&C Period.

11.8.3.6 The Development Entity acknowledges and agrees that the Department shall have the right to conduct monitoring, reviewing, inspection and other oversight functions in relation to the Development Entity's compliance with the Disadvantaged Business Enterprise Performance Plan, DBE Recovery Plan, and the Development Entity's exercise of Good Faith Efforts to achieve the DBE Goal and meet the DBE commitment in accordance with TP Section 3.3.6 (Equal Employment Opportunity Plan).

11.8.4 DBE Contractors

11.8.4.1 The Development Entity shall provide the Department a copy of each executed DBE Contract.

11.8.4.2 The Development Entity shall notify the Department prior to a DBE Contractor commencing work on the Project.

11.8.4.3 The Development Entity shall use commercially reasonable efforts to promote the use of DBEs in performing Maintenance Work.

11.9 On-the-Job Training Program

11.9.1 The Development Entity shall provide on-the-job training for all D&C Work, and the Development Entity shall submit to the Department for review and acceptance an On-the-Job Training Plan meeting all requirements set forth in TP Section 3.3.6.2 (On-the-Job Training Plan).

11.9.2 The Development Entity shall include provisions to implement the On-the-Job Training Plan in each Contract to which it is a party and shall require that such provisions be included in all Contracts at lower tiers so that such provisions will be binding upon each Contractor.

11.9.3 The Development Entity shall comply with 23 C.F.R. § 230.111. The Development Entity acknowledges that the Development Entity's On-the-Job Training Plan is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

11.9.4 This PA Section 11.9 (*Job Training Program*) shall not apply to Contracts with Governmental Entities, if any.

11.10 OJT Goal

11.10.1 The OJT Goal is set forth in PA Exhibit 12 (*OJT Requirements*).

11.10.2 For each new trainee, the Development Entity shall submit to the Department for approval the OJT Submittal Forms as follows: (a) Form EO-363 within 10 days after NTP2 (with subsequent updates for each new trainee onboarded following NTP2), (b) Department Form EO-364 within three months of NTP2 (or for any new trainee onboarded following NTP2, within six weeks of such onboarding), and (c) Department Form EO-365 (Highway Contractors Monthly Training Report), by the fifth of each month.

11.10.3 Commencing at NTP2, the Development Entity shall submit OJT Monthly Progress Reports on a monthly basis and in the form required under the On-the-Job Training Plan and Section 4(e) of the OJT Requirements.

11.10.4 The Development Entity shall notify the Department within 10 Business Days after the termination (for any reason) of a trainee under the Development Entity's On-the-Job Training Plan with respect to the Project.

11.10.5 The Development Entity shall exercise good faith efforts to achieve the OJT Goal through implementation of the On-the-Job Training Plan, and the Development Entity (or its Contractors) shall document such good faith efforts undertaken by the Development Entity or the applicable Contractor. If the Department requests documentation of the Development Entity's or Contractor's good faith efforts, the Development Entity shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Development Entity or Contractor, and the Department will provide a written determination stating whether or not good faith efforts have been demonstrated, as determined in the Department's sole discretion.

11.10.6 The Development Entity acknowledges and agrees that the Department shall have the right to conduct monitoring, reviewing, inspection and other oversight functions in relation to the Development Entity's compliance with the On-the-Job Training Plan and the Development Entity's exercise of good faith efforts to achieve the OJT Goal in accordance with the On-the-Job Training Plan.

11.11 Diversity Enhancements

11.11.1 For each Bridge, the Development Entity shall conduct educational outreach designed to generate student interest in the transportation field in not less than one surrounding county school district with significant minority and low-income populations as determined by environmental justice equity analyses per Bridge location pursuant to the PennDOT Project Level Environmental Justice Guidance Manual and the PennDOT Project Level Public Involvement Handbook.

11.11.2 For each Bridge, the Development Entity shall be required to engage with local community organizations, schools, unions, and CareerLinks to provide community and educational outreach on careers in the transportation field pursuant to the PennDOT Project Level Environmental Justice Guidance Manual and the PennDOT Project Level Public Involvement Handbook.

11.11.3 The Development Entity shall submit a community engagement and educational outreach plan for the Project within 30 Days after NTP2. The Development Entity shall submit quarterly updates to such plan to the Department during the D&C Period.

11.12 Prevailing/Minimum/Enhanced Minimum Wages; Paid Sick Leave

11.12.1 For the Term, the Development Entity shall pay or cause to be paid to all applicable workers employed by it or its Contractors or Subcontractors to perform the Work not less than the higher of (a) prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act, and as provided in PA Exhibit 7 (*Federal Legal Requirements*);

and (b) a minimum wage consistent with the requirements under Commonwealth Executive Order 2016-02, as amended as of the Effective Date. All workers employed by Development Entity or its Contractors or Subcontractors to perform the Work that are not subject to prevailing wages shall be paid a minimum wage consistent with the requirements under Commonwealth Executive Order 2016-02, as amended as of the Effective Date. The Development Entity shall comply and cause its Contractors to comply with all Laws pertaining to prevailing wages. For the purpose of applying such Laws, the Project shall be treated as a public work paid for in whole or in part with public funds (regardless of whether public funds are actually used to pay for the Project). The foregoing shall not apply to Contracts at any tier with Governmental Entities.

11.12.2 It is the Development Entity's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Project Agreement is in effect, the Development Entity shall bear the cost of such changes and shall have no basis for any claim against the Department at law or in equity on account of such changes (including on the basis of the Development Entity's lack of knowledge or a misunderstanding of any such requirements, or the Development Entity's failure to include in the Financial Model or Financial Model Updates adequate increases in such wages over the duration of this Project Agreement).

11.12.3 The Development Entity shall comply and require its Contractors, other than the Department or Governmental Entities acting as Contractors, to comply with all Laws regarding notice and posting of intent to pay prevailing wages, of prevailing wage requirements and of prevailing wage rates.

11.12.4 For the Term, the Development Entity shall (and shall cause all Contractors or Subcontractors to) provide paid leave to all workers employed to perform Work, consistent with the requirements of Commonwealth Executive Order 2016-02, as amended as of the Effective Date.

11.12.5 The Development Entity, and each Development Entity-Related Entity, in turn, agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Agreement, and for an employee's hours performing ancillary services necessary for the performance of the Work when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

11.12.6 Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1 (as escalated, the obligations under PA [Section 11.12.5](#) and PA [Section 11.12.6](#), subject to PA [Section 11.12.7](#) to PA [Section 11.12.11](#) (*Prevailing/Minimum/Enhanced Minimum Wages; Paid Sick Leave*), inclusive, the "Enhanced Minimum Wage Provisions").

11.12.7 The Enhanced Minimum Wage Provisions shall not apply to employees:

11.12.7.1 exempt from the minimum wage under the Minimum Wage Act of 1968;

11.12.7.2 covered by a collective bargaining agreement;

11.12.7.3 required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or

11.12.7.4 required to be paid a higher wage under any state or local policy or ordinance.

11.12.8 The Development Entity, and each Development Entity-Related Entity, in turn, shall post the Enhanced Minimum Wage Provisions for the entire Term conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

11.12.9 The Development Entity, and each Development Entity-Related Entity, in turn, must maintain and, upon request, and within the time periods requested by the Commonwealth (by way of the Department or its designee), furnish all employment and wage records necessary to document compliance with the Enhanced Minimum Wage Provisions.

11.12.10 Failure to comply with the Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of this Project Agreement, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

11.12.11 Contractors and Subcontractors shall include the Enhanced Minimum Wage Provisions in every Subcontract so that these provisions will be binding upon each Subcontractor.

11.13 Prompt Payment to Contractors and Pay When Paid Provisions; No Retainage

11.13.1 The Development Entity shall pay each Contractor with whom it has privity of contract for satisfactory performance of its contracted portion of the Work no later than 10 days from receipt of each (a) related payment made by or on behalf of the Department to the Development Entity; or (b) disbursement of Project Debt drawn for the purpose of paying such Contractor.

11.13.2 The Development Entity shall cause each Contractor to pay each of its Subcontractors with whom it has privity of contract for satisfactory performance of its contracted portion of the Work no later than 10 days after receiving payment from the Development Entity for such Work. The Development Entity further acknowledges that any Subcontractor that does not receive prompt payment may have the right to request a remedy in accordance with Commonwealth Law.

11.13.3 Any delay or postponement of any payment from the Development Entity or Lead Construction Contractor to a Contractor or Subcontractor may take place only where a good faith claim exists and with prior written approval from the Department. Noncompliance with the foregoing payment obligation constitutes a breach of this Project Agreement, and the Department may withhold further payments to the Development Entity under PA Section 18.3.3 (*Damages; Offset*) for any Work performed until corrective action is taken.

11.13.4 Without limiting the Development Entity's other obligations under the Contract Documents, the Development Entity shall maintain records and documents of payments to Contractors, including DBEs, for (a) with respect to any Contracts for D&C Work, a minimum of three years after the Final Acceptance Date; and (b) with respect to any Contracts for Maintenance Work, three years following completion of the applicable Maintenance Work. These records and documents shall be made available for inspection upon request by the Department or the U.S. DOT. The Development Entity shall require the requirements of this PA Section 11.13.4 (*Prompt Payment to Contractors and Pay When Paid Provisions*) to be included in all Contracts and Subcontracts at each tier.

11.13.5 The Development Entity shall not withhold retainage from Contractors with whom it has privity of contract (and shall require that Contractors do not withhold retainage from any Subcontractors with which such Contractor has privity of contract), including, in each case, any DBE Contractors (or Subcontractors that are DBEs).

11.13.6 The Department shall have no obligation to pay or to see to the payment of money to the Contractors or Subcontractors, except as may otherwise be required by Law, provided however, that the Department reserves the right to make payments to the Development Entity and jointly payable to any such parties where the Development Entity has failed to remit payments properly due and as required.

11.13.7 Reserved.

11.13.8 The Development Entity shall provide the Department with details regarding the withholding of any payments to Contractors or Subcontractors, including specificity as to amounts and the basis for such withholding and if any such Contractors or Subcontractors are included within the Development Entity's Disadvantaged Business Enterprise Performance Plan.

11.14 Suspension and Debarment

In addition to those certificates provided under PA Section 11.3.4.1 (*Required Inclusions for Project Contracts*), PA Section 20.3.2.3 (*Standards and Procedures for Certain Department Approvals*), and under Attachment 6 to PA Exhibit 7 (*Federal Legal Requirements*), the Development Entity shall deliver to the Department annually, upon the Department's request, signed certifications regarding suspension, debarment, ineligibility, voluntary exclusion, convictions and civil judgments from the Development Entity, from each affiliate of the Development Entity (as "affiliate" is defined in 29 C.F.R. § 98.905 or successor regulation of similar import), and from each Contractor performing Work on the Project for the subject reporting period. The certification shall be substantially in the form of paragraphs 1.a through 1.d of Attachment 6 to PA Exhibit 7 (*Federal Legal Requirements*). Nothing in this PA Section 11.14 (*Suspension and Debarment*) shall limit or abrogate PA Section 18.1.1.9 (*Development Entity Default*).

11.15 Development Entity Team Identification

Any uniforms, badges, logos and other identification worn by personnel of the Development Entity-Related Entities or on the Development Entity team vehicles used to access the Site or otherwise to perform the Work shall bear colors, lettering, design or other features (a) so as to be clearly visible from a distance, and (b) to assure clear differentiation from those of the Department.

11.16 Reserved.

11.17 Engagement of Prior Department Contractors, Design Professionals; No Reliance; No Liability of the Department

11.17.1 Subject to and without limiting PA Section 1.3 (*Reference Information Documents (RIDs)*), the Development Entity understands, acknowledges, and agrees that:

11.17.1.1 certain Persons had been retained by the Department in the development of Bridges, and in some cases, such Persons' work informed Bridge-Specific Requirements;

11.17.1.2 the contracts or other legal arrangements between such Persons and the Department have ended;

11.17.1.3 some of such Persons' work product for or on behalf of the Department may be included among the RIDs;

11.17.1.4 if any such Person is engaged by the Development Entity, or if the Development Entity uses the work, or the information contained in the work, of any such Person, then as between the Development Entity and the Department, the Development Entity assumes all risks, without recourse to the Department or any Department-Related Entity, for such Person and such Person's work (and the information contained in such work, as applicable);

11.17.1.5 the Department does not represent, warrant, or guarantee that the work, and the information contained in the work, of such Persons, whether included among the RIDs or as a source for Bridge-Specific Requirements or other Technical Provisions, is complete or accurate or that such work or information in itself conforms with the requirements of the Contract Documents, Governmental Approvals or Laws;

11.17.1.6 neither the Development Entity, nor any other Development Entity-Related Entity, is entitled to rely on the work, or the information contained in the work, of such Persons, whether included among the RIDs or as a source for Bridge-Specific Requirements or other Technical Provisions, as presenting in itself development, design, engineering, construction, or maintenance solutions or other direction, means, or methods for complying with the requirements of the Contract Documents, Governmental Approvals or Law; and

11.17.1.7 any use of the work, or the information contained in the work, of such Persons, whether included among the RIDs or as a source for Bridge-Specific Requirements or other Technical Provisions, in performance of the Work, without verification or supplement, is entirely at the Development Entity's own risk.

11.17.1.8 neither the Department nor any Department-Related Entity is or shall be deemed to be responsible or liable in any respect for any causes of action, claims or Losses whatsoever suffered by any Development Entity-Related Entity by reason of any use of the work, or the information contained in the work of such Persons, whether included among the RIDs or as a source for Bridge-Specific Requirements or other Technical Provisions, or for any action taken or forbearance made in reliance on, any such information, and the Development Entity, for itself and on behalf of all Development Entity-Related Entities, waives any right, at law or in equity to bring any such causes of action, bring or assert or prosecute any such claims or to recover any such Losses against the Department and all Department-Related Entities arising out of, relating to, caused by, or resulting from any such use.

11.17.2 If any Development Entity-Related Entity uses or intends to use the work, or any information contained in the work, of such Persons, whether included among the RIDs or as a source for Bridge-Specific Requirements or other Technical Provisions, then the Development Entity shall conduct any and all studies, analyses, and investigations as the Development Entity deems advisable to verify and supplement any such work or information or otherwise as may be required to perform the Work. If any Development Entity-Related Entity uses any such work or information in any way, then such use is made on the basis that the Development Entity, not the Department, has approved and shall be responsible for the information.

11.17.3 Nothing in this PA Section 11.17 (*Engagement of Prior Department Contractors, Design Professionals; No Reliance; No Liability of the Department*) shall abrogate, or be construed to abrogate, or otherwise limit the Development Entity's representations under PA Section 16.1.13 (*Development Entity Representations and Covenants*).

11.18 Specific Commonwealth Laws

Without limiting any other obligation of the Development Entity, including those with respect to the Development Entity-Related Entities, the Development Entity shall, and shall cause all Development Entity-Related Entities to, comply with the Steel Products Procurement Act, 73 P.S. § 1881 et seq. and the Trade Practices Act, 71 P.S. § 773.101 *et seq.*

11.19 Conflicts of Interest Laws

11.19.1 Without limiting any other obligation of the Development Entity, including those with respect to the Development Entity-Related Entities, the Development Entity shall, and shall cause all Development Entity-Related Entities to, comply with and to abide by federal and state law, including, but not limited to, federal organizational conflict of interest laws and rules (found in 23 C.F.R. Part 636, 2 C.F.R. § 200.112, 23 C.F.R. § 1.33 and 23 C.F.R. Part 172), the laws and rules relating to the National Environmental Policy Act, the State Adverse Interest Act (71 P.S. §§ 776.1 – 776.8), and the P3 Law (74 Pa.C.S. § 9120 (discussing the State Adverse Interest Act as it pertains to P3 projects)).

11.19.2 The Development Entity shall continuously monitor its contracting and labor activities so as to preclude failure to comply with and to abide by the foregoing federal and state organizational conflicts of interest laws.

11.19.3 If an organizational conflict of interest is discovered, the Development Entity must make an immediate and full written disclosure to the Department that includes a description of the action that the Development Entity has taken or proposes to take to avoid or mitigate such conflict.

11.19.4 The Department reserves all legal rights and remedies in addition to those rights under this Project Agreement pertaining to Development Entity Defaults.

Article 12 RELATED AND OTHER FACILITIES

12.1 Integration with Related Transportation Facilities

12.1.1 The Development Entity shall locate, configure, design, and construct the termini, interchanges, entrances and exits of the Project so that the Project will be compatible and integrated with the location, configuration, design, operation and maintenance of, and provide a smooth, safe transition of traffic to and from, Related Transportation Facilities known by, or identified to, any Development Entity-Related Entity as of the Technical Setting Date, it being the Parties' understanding and agreement that the Technical Provisions include requirements that pertain to future Related Transportation Facilities as well as requirements pertaining to existing Related Transportation Facilities. The design for the Project shall include and provide for such compatibility, integration and transition. The design and construction of the Project shall satisfy all of the Technical Provisions and provisions of the Project Management Plan relating to compatibility, integration and transition with or at Related Transportation Facilities, including those concerning signage, signaling and communications with Users.

12.1.2 Without limiting the foregoing, the Development Entity shall cooperate and coordinate with the Department and any third party (if any) that owns, constructs, manages, operates or maintains a Related Transportation Facilities with regard to the construction, maintenance and repair programs and schedules for such Related Transportation Facilities, in order to minimize disruption to the operation thereof. The Department shall use commercially reasonable efforts to ensure that any third party (if any) that owns, constructs, manages, operates or maintains a Related Transportation Facility cooperate and coordinate with the Development Entity with regard to the Development Entity's rights and obligations hereunder, in order to minimize disruption to the Work.

12.1.3 To the extent the Department has the legal right to do so, the Department will provide to the Development Entity during normal working hours, reasonable access to Design Documents, reports and other documents and information in the possession of the Department or its contractors and consultants pertaining to Related Transportation Facilities. The Development Entity, at its expense, shall have the right to make copies of the same. The Development Entity, at its expense, shall conduct such other inspections, investigations, document searches, surveys and other work as may be necessary to achieve compatibility, integration and transition with Related Transportation Facilities known by, or identified to, any Development Entity-Related Entity.

12.1.4 The Department will assist the Development Entity, upon its request and at its expense, in obtaining cooperation and coordination from third parties that own, manage, operate or maintain Related Transportation Facilities and in enforcing rights, remedies and warranties that the Development Entity may have against any such third parties. Such assistance may include the Department's participation in meetings and discussions; provided, however, the Department shall have no obligation to prosecute eminent domain or other legal proceedings, or to exercise any other remedy available to it under Law or existing contract unless the Department elects to do so in its sole discretion.

12.1.5 Subject to the Department's coordination, cooperation and non-interference obligations set forth herein, the Department will have at all times the right to conduct traffic management activities on the Department's Related Transportation Facilities and all other facilities of the Commonwealth transportation network in the area of the Project in accordance with its standard traffic management practices and procedures in effect from time to time.

Article 13 SAFETY

13.1 Safety Standards

13.1.1 As part of the Work, the Development Entity shall be responsible for the safety of its workers and the traveling public on the Site arising out of, relating to, or resulting from performance of the Work and during the performance of the Work will employ Good Industry Practices and comply with the Safety Standards regarding the safety of the traveling public.

13.1.2 The Development Entity shall, and shall cause all the Development Entity-Related Entities to, at all times, observe, comply with, and perform the Work in accordance with the Safety Standards.

13.1.3 The obligation under this PA Section 13.1.3 (*Safety Standards*) includes making any and all improvements, repairs, reconstructions, rehabilitations, restorations, renewals, replacements, and changes in configuration or procedures respecting the Project as may be necessary to correct a specific safety condition or risk of the Project. Where such safety issue is caused by the Department or a third-party, the Development Entity will be entitled to seek a Compensation Event for any damage or delay caused to the Project or any Development Entity-Related Entity.

13.1.4 In performing the Work, the Development Entity shall, and shall cause all the Development Entity-Related Entities to, take such action as is reasonably necessary to remove any immediate and present threat to the safety of life or immediate and present material threat to property.

13.2 Safety Compliance

13.2.1 When (a) any Development Entity-Related Entity violates the requirements, conditions, or terms of the Contract Documents and directly causes damage, injury or a condition that involves the Project, or (b) there exists a condition on the Site that (i) poses or (ii) reflects quality of Work

below that required by the Contract Documents that poses, in either case, a specific risk to the health, safety, or welfare of the public or natural resources, then the Department, by way of reasonable determination through investigation or analysis, will have the right, but not the obligation, to issue a Safety Compliance Order.

13.2.2 Promptly upon the Department becoming aware of any circumstance or information relating to the Project that in the Department's reasonable judgment is likely to result in a Safety Compliance Order, the Department will notify the Development Entity regarding the issue. Except in the case of Emergency, the Department shall consult with the Development Entity prior to issuing a Safety Compliance Order concerning the risk to public or worker safety, alternative compliance measures, cost impacts, and the availability of the Development Entity's resources to fund the Safety Compliance work.

13.2.3 Subject to conducting such prior consultation (unless excused in the case of Emergency), the Department may issue Safety Compliance Orders to the Development Entity at any time from and after the Effective Date.

13.2.4 The determination as to the issuance of a Safety Compliance Order shall be in the sole discretion of the Department the Development Entity shall implement each Safety Compliance Order as expeditiously as reasonably possible following its issuance. The Development Entity shall diligently prosecute such actions, as part of the Work, as are necessary to achieve such Safety Compliance. Without limiting the Development Entity's obligation to implement each Safety Compliance Order, the Development Entity may, following compliance with the Safety Compliance Order and otherwise achieving Safety Compliance, refer any Dispute as to the necessity of a Safety Compliance Order for resolution in accordance with the Dispute Resolution Procedures.

Article 14 RELIEF EVENTS; COMPENSATION EVENTS

14.1 Notices

14.1.1 Relief Event Notice; Compensation Event Notice

14.1.1.1 Except as otherwise expressly provided in this Project Agreement, if at any time the Development Entity determines that a change to the Work has occurred or is imminent, and that change constitutes a Compensation Event or Relief Event, the Development Entity shall submit a Compensation Event Notice or Relief Event Notice to the Department per this PA Article 14 (Relief Events; Compensation Events) stating that a Compensation Event or Relief Event has occurred or will occur (a "Relief Event Notice" or "Compensation Event Notice", as applicable).

14.1.1.2 Time is of the essence in the Development Entity's delivery of its Compensation Event Notice or Relief Event Notice. Accordingly, if for any reason the Development Entity fails to deliver a Compensation Event Notice or Relief Event Notice (or both) by the time set forth in PA Section 14.1.2.2 (Relief Event Notice) or PA Section 14.1.3.2 (Compensation Event Notice), the Development Entity shall be deemed to have irrevocably and forever waived the right to assert a Relief Event or Compensation Event, or both, as applicable, with respect to the incident giving rise to the determination made under PA Section 14.1.1.1 (Relief Event Notice; Compensation Event Notice).

14.1.1.3 If any Compensation Event Notice or Relief Event Notice concerns any Hazardous Materials, then the Development Entity shall be deemed to have waived the right to collect any and all costs incurred in connection therewith to the extent that the Department is not afforded the opportunity to inspect such material or condition before it is disturbed. Notwithstanding the foregoing, in the event a Hazardous Materials condition constitutes an Emergency, the Development Entity shall not be deemed to have waived its right to collect costs in incurred in connection therewith solely by virtue of its

performance of Hazardous Materials Management reasonably necessary to remediate such condition such that it no longer constitutes an Emergency prior to the Department being afforded an opportunity to inspect such Hazardous Materials condition.

14.1.2 Relief Event Notice

14.1.2.1 Relief Event Notices shall include, to the extent of the information then available:

a. a description of the Relief Event (and citation to the corresponding clause in the definition of "Relief Event") upon which the delay or inability to perform is based, including its nature, the reasons why the Development Entity believes additional time will or may be due, and the date of the asserted Relief Event's occurrence, and its actual (or if it has not concluded, its anticipated) duration, all in reasonable detail;

b. a statement as to the effect of the Relief Event on the Development Entity's ability to perform any of its obligations under the Contract Documents, with a description of the obligations that have been or may be adversely affected; and

c. an explanation of the measures that the Development Entity proposes to undertake to mitigate all or some of the delay and other consequences of the Relief Event.

14.1.2.2 The Development Entity shall deliver to the Department a Relief Event Notice upon becoming aware of any existing or imminent Relief Event, with minimal, but sufficient and verifiable information relating to the precipitating event. The Development Entity shall be deemed to have irrevocably and forever waived and released any claim to relief for the Relief Event in the event it fails to deliver to the Department a Relief Event Notice within 20 Business Days following the date of occurrence of such precipitating event.

14.1.2.3 Continuing Relief Event; Additional Event(s)

a. If, following delivery of a Relief Event Notice, while the asserted Relief Event is ongoing (i.e., the event has not concluded), the Development Entity receives or becomes aware of any further material information relating to the asserted Relief Event, but subject to this PA Section 14.1.2.3 (Continuing Relief Event; Additional Event(s)), the Development Entity shall amend its original Relief Event Notice (labeling as, for example, "Amendment 1 to Relief Event Notice No. 1") and deliver such amended Notice to the Department not later than 10 Business Days after the Development Entity's receipt or knowledge of the additional information. The Department may request from the Development Entity any further information that the Department may reasonably require to substantiate the items set forth in PA Section 14.1.2.2 (Relief Event Notice) above, and the Development Entity shall supply the same within a reasonable period but not later than 10 Business Days after such Department request. Within five Business Days after the conclusion of an asserted Relief Event, the Development Entity shall update (or further update), by amendment, its Relief Event Notice with the date of its actual or estimated conclusion. It is the intent of the Parties that the original Relief Event Notice meet all of the requirements of PA Section 14.1.2.1 (Relief Event Notice); and not present cursory or *pro forma* information to the Department; no amendment submitted under this PA Section 14.1.2.3 (Continuing Relief Event; Additional Event(s)) shall be used for the purposes of retroactively incorporating information required to be included under the original Relief Event Notice, and shall be deemed to have reasonably, reject(ed) any purported amendment to the original Relief Event Notice offering such information.

b. Any additional event thereafter asserted by the Development Entity as a separate and independent Compensation Event or Relief Event may not be included in the amended Relief Event

Notice(s) delivered pursuant to PA Section 14.1.2.3 (*Continuing Relief Event; Additional Event(s)*), as the Development Entity's assertion of an entitlement to relief or compensation as a result of such separate events shall be handled separately as Compensation Event Notices or Relief Event Notices, as applicable, to proceed according to this PA Article 14 (*Relief Events; Compensation Events*).

14.1.3 Compensation Event Notice

14.1.3.1 Compensation Event Notices of shall include, to the extent of the information then available:

a. a description of the Compensation Event (and citation to the corresponding clause in the definition of "Compensation Event") upon which the Development Entity's asserted entitlement to Extra Work Costs, Delay Costs, or Change in Costs is based, including its nature, the reasons why the Development Entity believes such Extra Work Costs, Delay Costs, or Change in Costs will or may be due, and the date of the asserted Compensation Event's occurrence and its actual (or if it has not concluded, its anticipated) duration, all in reasonable detail;

b. identification of particular elements of performance for Extra Work Costs, Delay Costs, or Change in Costs will or may be sought;

c. whether the Development Entity has experienced or anticipates experiencing any adverse effect of the Compensation Event on its ability to perform its obligations under this Agreement with a description of the obligations that have been or may be adversely affected; and

d. the Development Entity's current estimate of the anticipated adverse and beneficial effects of the Compensation Event on the Project.

14.1.3.2 The Development Entity shall deliver to the Department a Compensation Event Notice upon becoming aware of any existing or imminent Compensation Event, with minimal, but sufficient and verifiable information relating to the precipitating event. The Development Entity shall be deemed to have irrevocably and forever waived and released any claim to the Compensation Event for failing to deliver to the Department a Compensation Event Notice within 20 Business Days following the date of occurrence of such precipitating event.

14.1.3.3 Continuing Compensation Event; Additional Event(s)

a. If, following delivery of a Compensation Event Notice, while the asserted Compensation Event is ongoing (i.e., the event has not concluded), the Development Entity receives or becomes aware of any further material information relating to the asserted Compensation Event, but subject to this PA Section 14.1.3.3 (*Continuing Compensation Event; Additional Event(s)*), the Development Entity shall amend its original Compensation Event Notice (labeling as, for example, "Amendment 1 to Compensation Event Notice No. 1") and deliver such amended Notice to the Department not later than 10 Business Days after the Development Entity's receipt or knowledge of the additional information. The Department may request from the Development Entity any further information that the Department may reasonably require, and the Development Entity shall supply the same within a reasonable period but not later than 10 Business Days after such Department request. The Department may request from the Development Entity any further information that the Department may reasonably require, and the Development Entity shall supply the same within a reasonable period but not later than 10 Business Days after such Department request. Within five Business Days after the conclusion of an asserted Compensation Event, the Development Entity shall update (or further update), by amendment, its Compensation Event Notice with the date of its actual or estimated conclusion. It is the intent of the Parties that the original Compensation Event Notice meet all of the requirements of PA Section 14.1.3.1 (*Compensation Event*

Notice) and not present cursory or *pro forma* information to the Department; no amendment submitted under this PA Section 14.1.3.3 (*Continuing Compensation Event; Additional Event(s)*) shall be used for the purposes of retroactively incorporating information required to be included under the original Compensation Event Notice, and the Department may, and shall be deemed to have reasonably, reject(ed) any purported amendment to the original Compensation Event Notice offering such information.

b. Any separate and independent event thereafter asserted by the Development Entity as a Compensation Event or Relief Event may not be included in the amended Compensation Event Notice(s) delivered pursuant to PA Section 14.1.3.3 (*Continuing Compensation Event; Additional Event(s)*), as the Development Entity's assertion of an entitlement to relief or compensation as a result of such separate events shall be handled separately as Compensation Event Notices or Relief Event Notices, as applicable, to proceed according to PA Section 14.2 (*Relief Event and Compensation Event Determinations*).

14.1.4 Compensation or Relief Event Package

14.1.4.1 The Development Entity shall deliver to the Department as soon as practicable and in any event within 25 Business Days after delivery of the Compensation Event Notice or Relief Event Notice (or both), in either or both cases, as may be amended under PA Section 14.1.3.3 or PA Section 14.1.2.3, respectively, a Compensation Event Package or Relief Event Package labelled with the Compensation Event number or Relief Event number from the corresponding Compensation Event Notice or Relief Event Notice, and containing every item specified in PA Section 14.1.4.2 (*Compensation or Relief Event Package*). The Parties may mutually agree to a longer time period if promptly solicited to by the Development Entity (in no case later than expiration of the aforementioned 25 Business Days). The Development Entity shall be deemed to have irrevocably and forever waived and released any claim to the subject Compensation Event or Relief Event for failing to deliver to the Department a Compensation Event Package or Relief Event Package (as applicable) within 25 Business Days after delivery of the relevant Compensation Event Notice or Relief Event Notice (as applicable) (or delivery of the amendment (as applicable) under PA Section 14.1.3.3 or PA Section 14.1.2.3, respectively), as may be extended by mutual agreement pursuant to the immediately preceding sentence, it being the Parties understanding and agreement that absent mutual agreement to such longer time period, the Compensation Event Package or Relief Event Package (as applicable) is due within such 25 Business Day period.

14.1.4.2 Each Compensation or Relief Event Package shall include:

a. (for asserted Relief Events only) a scope of work describing in detail satisfactory to the Department all material activities associated with the asserted Relief Event.

b. (for asserted Compensation Events only) a cost estimate that sets out the estimated Work Costs, Delay Costs, or Change in Costs in such a way and in sufficient detail that an evaluation can be made. The cost estimate shall be in a form approved by the Department and shall include both a separate breakdown of costs that impact design, those that impact construction activities, and those that impact Maintenance Work. Such breakdown shall include as separate items labor, materials, equipment, overhead (which includes all indirect costs) and profit, as and to the extent allowed under PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*), PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*) and PA Section 14.2 (*Relief Event and Compensation Event Determinations*). The Development Entity shall indicate whether it intends that the work is to be performed by Contractors (and potentially Subcontractors), and if the work is sufficiently defined to obtain Subcontractor quotes, the Development Entity shall obtain quotes (with breakdowns showing cost of labor, materials, equipment, overhead and profit) on the Subcontractor's stationery and shall include such quotes as back-up for the Development Entity estimate.

c. if the Development Entity claims that a Relief Event has occurred adversely affecting the Critical Path, the results of a Time Impact Analysis performed in accordance with TP Section 3.4.12 (Time Impact Analysis), supporting the likely duration of the impact on the Critical Path that the asserted Relief Event identified has on any Milestone Deadline.

d. a narrative justification detailing all causes of the asserted Relief Event or Compensation Event, making specific reference and citing to the applicable provisions of the Contract Documents (including specifically the relevant clause of the definition(s) of Relief Event or Compensation Event), and describing the data and documents that establish the necessity of (in the case of Relief Events), any asserted relief or (in the case of Compensation Events) any asserted Work Costs, Delay Costs, or Change in Costs.

14.2 Relief Event and Compensation Event Determinations

14.2.1 If the Development Entity complies with the notice and information requirements in this PA Article 14 (*Relief Events; Compensation Events*), then within 20 Business Days after receiving the Relief Event Package (and, if applicable, any required updates thereto), or such longer period of time to which the Parties may mutually agree, the Department will issue a Relief Event Determination. The Department will specify in the Relief Event Determination (a) the relevant obligations for which relief is given, (b) the period of time that Milestone Deadlines or periods set forth in the Baseline Project Schedule will be extended based on the number of days after delay affecting a Critical Path, after consumption of Float available pursuant to PA Section 3.5 (*Float*), that is directly attributable to the Relief Event and that cannot be avoided through reasonable mitigation measures, and (c) if applicable, the period of time, if any, that the Contract Time will be extended. The Development Entity shall be relieved from the performance of obligations to the extent specified in the Relief Event Determination.

14.2.2 If the Development Entity complies with the notice and information requirements in this PA Article 14 (*Relief Events; Compensation Events*), then within 20 Business Days after receiving the Compensation Event Package (and, if applicable, any required updates thereto), or such longer period of time to which the Parties may mutually agree, the Department will issue a Compensation Event Determination. The Department will specify in the Compensation Event Determination (a) the method of determining the Extra Work Costs under PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*), and, in the event the Department elects that the Parties shall determine Extra Work Costs as a negotiated sum in accordance with Section 1.1 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*), an itemized proposal as to the appropriate sum; (b) any Delay Costs awarded in accordance with the method of calculation and exclusions set forth in Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*); (c) any Change in Costs awarded in accordance with the method of calculation and exclusions set forth in Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*); and (d) the selected method(s) of payment for such amounts pursuant to PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*).

14.2.3 In the event (a) the Department elects that the Parties shall determine Extra Work Costs as a negotiated sum in accordance with Sections 1.1 and 3 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*) and the Development Entity Disputes the award set forth in the Department's Compensation Event Determination, (b) the Development Entity Disputes the Department's calculation of Delay Costs in accordance with Sections 2 and 3 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*), or (c) the Development Entity Disputes the Department's calculation of Change in Costs set forth in the Department's Compensation Event Determination, the Development Entity shall in each instance have 15 Business Days to provide the Department with a "Notice of Objection" with respect to the proposed award(s) set forth in the Department's Compensation Event Determination, which objection must include an itemized counteroffer

calculated in accordance with PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*). If the Development Entity fails to furnish the Department with a Notice of Objection which satisfies the requirements of the proceeding sentence within the aforementioned 15 Business Day-period, then the Development Entity shall be deemed to have accepted the Department's determination as to amount of awarded Extra Work Costs, Delay Costs, or Change in Costs as applicable. Following the Department's receipt of such a Notice of Objection, the Parties shall negotiate in good faith to determine the appropriate award of Extra Work Costs, Delay Costs, or Change in Costs, as applicable. In the event the Parties are unable to agree on an appropriate award Extra Work Costs, Delay Costs, or Change in Costs, as applicable, within 20 Business Days after the Department's receipt of the Development Entity's Notice of Objection, either Party may refer such Dispute(s) for resolution in accordance with the Dispute Resolution Procedures; provided that pending resolution of any Dispute, with respect to any Disputed Extra Work Costs, the Department may elect that the Parties shall determine the award of Extra Work Costs by force account in accordance with Section 1.2 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

14.2.4 Any final Relief Event Determination or final Compensation Event Determination not Disputed by the Development Entity (or, if Disputed, determined pursuant to Dispute Resolution Procedures) shall be set forth in a Change Order in accordance with PA Section 14.2.5 (*Relief Event and Compensation Event Determinations*). Such Change Order shall provide for modification of the Contract Time and the Baseline Project Schedule, or compensation pursuant to PA Section 14.3.4 (*Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Substantial Completion*), including to the extent so established by such Relief Event Determination, the Milestone Deadlines, or compensation to the Development Entity pursuant to any such Compensation Event Determination under and in accordance with PA Section 14.4 (*Payment for Extra Work Costs and Delay Costs*), as the case may be. All Change Orders shall be all-inclusive, comprehensive, and complete, and shall not include any conditions with respect to pricing or schedule or any other matters. The Development Entity is not entitled to any additional costs or time whether deriving from or related to a Change Order.

14.2.5 The Compensation or Relief Event Package submitted by the Development Entity will address any and all costs and delays, and after negotiation and upon agreement of the terms and verification that all applicable requirements of PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*) and this PA Article 14 (*Relief Events; Compensation Events*) are met, the Department will draft the Change Order based on the agreed upon terms and, following the inclusion of any comments provided by the Development Entity and agreed to by the Department, the Development Entity and the Department will execute promptly the agreed form of the Change Order.

14.3 Constraints; Compensation Following Missed Availability Payment

14.3.1 Extensions of Time for Relief Events

14.3.1.1 The Development Entity shall be entitled to an extension of affected Milestone Deadlines by the period that a Relief Event results in a delay to the Critical Path beyond the original affected Milestone Deadline subject to the limitations set forth in this PA Section 14.3.1 (*Extensions of Time for Relief Events*) and set forth in the Relief Event Determination. The Development Entity shall not be excused from compliance with applicable Laws, Governmental Approvals, or other portions of the Contract Documents due to the occurrence of a Relief Event, except temporary inability to comply as a direct result of a Relief Event or as final accounted for under the Change Order pursuant to any Relief Event Determination.

14.3.1.2 [Reserved]

14.3.1.3 Without limiting the Development Entity's rights with respect to monetary relief for Compensation Events as set forth in this Project Agreement, the extensions of time as provided, if any, pursuant to this PA Section 14.3 (*Constraints; Compensation Following Missed Availability Payment*) and, where applicable and subject to the Development Entity's continuing duty to mitigate adverse effects for the duration of the subject Relief Event, forgiveness from performance and relief from Development Entity Defaults and accrual of Liquidated Damages that may result, are the Development Entity's sole remedy for a Relief Event.

14.3.2 Limitations on Time Extensions

14.3.2.1 The Development Entity shall be required to demonstrate that the change in the Work or other event or situation that is being asserted as a Relief Event will result in or has caused an identifiable and measurable delay of the Work that will impact or has impacted the Critical Path affecting any Milestone Deadline.

14.3.2.2 Any extension of any Milestone Deadline allowed hereunder shall exclude any delay to the extent that it did not impact the Critical Path affecting any Milestone Deadline or was a concurrent delay with any other delay for which the Development Entity is not entitled to an extension.

14.3.2.3 Where (a) a Department-Caused Delay or other Relief Event caused by the Department and (b) a delay for which the Development Entity would otherwise not have recourse for excuse from timely performance under a Relief Event, occur concurrently, without limiting PA Section 7.1.1.7 (*General Obligations of the Development Entity*), the Development Entity's additional time for performance and relief from performance with respect to such Department-Caused Delay or such other Relief Event shall be limited to (i) solely during the period of concurrency, a one Day extension to each impacted Milestone Deadline for every two Days of delays to the Critical Path and (ii) after expiration of the concurrent period, then for the remaining duration of the applicable Relief Event or Department-Caused Delay.

14.3.2.4 Without limiting the Development Entity's general duty to mitigate delays, the Department will not assess, and the Development Entity shall not be liable to the Department, for any delay liquidated damages due to any delay attributable to and for the duration of a Relief Event.

14.3.3 Compensation Events Constraints

14.3.3.1 Without limiting PA Section 14.3.2.2 (*Limitations on Time Extensions*), the Extra Work Costs, Delay Costs, or Change in Costs, if any, for any Compensation Event shall be determined by applying the provisions of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*) and the additional constraints set forth in this PA Section 14.3.3 (*Compensation Events Constraints*).

14.3.3.2 In each case, the calculation of the Compensation Event will be based on the difference in the projected costs immediately prior to the occurrence of the Compensation Event and the estimated increase in costs after taking into account the impact of the Compensation Event.

14.3.3.3 Extra Work Costs shall be required to be consistent with, and not to exceed, such amounts as set forth in the Technical Provisions, as may be applicable.

14.3.3.4 In all cases the Extra Work Costs, Delay Costs, or Change in Costs shall be net of all insurance available to the Development Entity including deductibles or deemed to be self-insured by the Development Entity under PA Article 17 (*Insurance; Performance Security; Indemnity*), with respect to cost impacts of the Compensation Event.

14.3.3.5 The Extra Work Costs shall not include any amount on account of U.S. federal, State, local, or foreign income Taxes. Further and notwithstanding anything to the contrary in the Contract Documents, the Extra Work Costs shall not include, under any circumstances, costs incurred by the Development Entity or any Contractors on account of charges or expenses due to (a) the business organization existence or maintenance of its business of any Development Entity-Related Entity, or (b) labor or employment matters as a result of any Change in Law.

14.3.3.6 If the Compensation Event is under clause (i) of the definition of "Compensation Event", then the Extra Work Costs, Delay Costs, and Change in Costs shall be limited to the incremental increase in actual costs of design, construction, maintenance or financing due to delay directly attributable to the court order or suspension, as applicable, in each case, without markups for delay, indirect costs, and profit (provided that such exclusion shall not extend to any Change in Costs to which Development Entity may seek pursuant to Section 4.5 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*)).

14.3.3.7 If the Compensation Event is under clause (f) or clause (g) (without limiting further constraints under PA Section 7.8.5 (*Costs Associated with Hazardous Materials*), clause (i), clause (o), clause (p), clause (q), clause (s), clause (v), clause (bb), clause (dd), or clause (ee)), then the Extra Work Costs, Delay Costs, and Change in Costs shall exclude markups for delay, indirect costs, and profit (provided that such exclusion shall not extend to any Change in Costs to which Development Entity may seek pursuant to Section 4.5 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*)) and include only actual costs relating to maintenance of forces, materials, and equipment.

14.3.3.8 If the Compensation Event is under clause (z) (Non-Discriminatory Maintenance Changes only), then the Extra Work Costs, Delay Costs, and Change in Costs shall be limited to those expressly provided as eligible under PA Section 10.2.4 (*Changes in Performance*).

14.3.3.9 The Development Entity shall share with the Department all data, documents, and information pertaining to bids for any work that is the subject of any Extra Work Costs and reasonably necessary to verify the Extra Work Costs, and all of the aforementioned shall be on an Open Book Basis.

14.3.3.10 Any Extra Work Costs, Delay Costs, and Change in Costs payable pursuant to this PA Article 14 (*Relief Events; Compensation Events*) shall be subject to the methods of calculation and exclusions set forth in PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

14.3.3.11 Without limiting the Development Entity's rights with respect to non-monetary relief solely with respect to Relief Events as set forth in this Project Agreement, as well as the Department's payment of Extra Work Costs, Delay Costs, or Change in Costs, as may be applicable, shall represent the sole right to compensation and damages for the adverse effects of a Compensation Event.

14.3.3.12 The Development Entity shall not be entitled to, or to claim, any Extra Work Costs, Delay Costs, or Change(s) in Costs, whether by Compensation Event or otherwise hereunder, for any damages to the physical features of the Project directly caused by the Department in the Department's performance of any Department-Retained O&M Work that, in each instance, is equal to or less than \$10,000 per incident (a "Department Incident") in direct costs to the Development Entity to repair or to reinstate those portions of such physical features of the Project to the condition thereof immediately preceding such Department-caused damages. For avoidance of doubt, multiple such Department Incidents that do not on their own, but will when aggregated together result in a direct increase to Development Entity's costs and expenses exceeding \$3,500,000 over the Term, shall constitute a Department Change under PA Section

15.1 (*Department Changes*) for any incremental Change in Costs or Extra Work Costs in excess of the \$3,500,000 aggregate amount.

14.3.3.13 Nothing in this PA Section 14.3.3 (*Compensation Events Constraints*) shall be construed to limit or relieve the Development Entity of its obligations under PA Section 7.1.1.7 (*General Obligations of the Development Entity*).

14.3.4 Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Substantial Completion

14.3.4.1 The Parties acknowledge that the Development Entity may incur certain losses if Availability Payments scheduled in the Financial Model to commence accruing on the Original Substantial Completion Date are delayed due to Relief Event Delays. Without prejudice to the Development Entity's rights to claim a Compensation Event, for the delay in commencing accrual of Availability Payments on the Original Substantial Completion Date, the Department agrees to compensate the Development Entity for its losses, but only to the extent such losses are caused by Relief Event Delays. Such compensation shall be calculated in accordance with the formulas set forth in PA Section 14.3.4.2 (*Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Substantial Completion*).

14.3.4.2 Subject to the other limitations set forth in this PA Section 14.3.4.2 (*Constraints; Compensation Following Missed Availability Payment*), the total compensation owed to the Development Entity for the delay in receiving Availability Payments scheduled in the Financial Model to commence accruing on the Original Substantial Completion Date shall equal the following:

a. Subject to the limitations set forth in this PA Section 14.3.4.2 (*Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Substantial Completion*), 100% of the Availability Payment scheduled to be paid to the Development Entity will be paid to the Development Entity monthly during the period commencing on the Original Substantial Completion Date and ending on the earlier of (i) the Substantial Completion Date and (ii) Substantial Completion Deadline, in each case, minus any insurance proceeds from delay-in startup insurance which are paid to the Development Entity to cover the loss of the Availability Payments as a result of any such Relief Event Delays minus:

b. The amount of any other deduction or offset allowed under this Project Agreement.

14.3.4.3 Except to the extent that PA Section 19.4.3 (*Development Entity Options upon Department Notice*) applies and provides otherwise, in no event shall the Development Entity be entitled to compensation under this PA Section 14.3.4 (*Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Substantial Completion*) in excess of 180 uninterrupted days (or 365 aggregated days) for Relief Event Delays that in the aggregate affect Substantial Completion. If such Relief Event Delays affecting Substantial Completion exceed such 180-day or 365-day durations, as applicable, the Parties' rights and remedies shall be as set forth in PA Section 19.4.1 (*Notice of Conditional Election to Terminate — Extended Relief Event or Permitted Closure*).

14.3.4.4 Compensation owed under this PA Section 14.3.3 (*Compensation Events Constraints*) shall be paid monthly pursuant to properly-submitted invoices separately identifying such compensation under this PA Section 14.3.3 (*Compensation Events Constraints*), commencing on the last day of the Month within which exists the Original Substantial Completion Date and continuing monthly thereafter until all compensation owed under this PA Section 14.3.3 (*Compensation Events Constraints*) is paid.

14.3.4.5 Notwithstanding any provision to the contrary, the Development Entity shall not be entitled to any payments under this PA Section 14.3.3 (*Compensation Events Constraints*) if the Development Entity achieves Substantial Completion on or before the Original Substantial Completion Date.

14.3.4.6 Claims under this PA Section 14.3.3 (*Compensation Events Constraints*) shall be submitted and subject to the claims procedures and requirements set forth in this PA Article 14 (*Relief Events; Compensation Events*), and the Development Entity shall be required to prove the existence, cause, effect, and timing of a Relief Event Delay in accordance with the requirements of this PA Article 14 (*Relief Events; Compensation Events*).

14.4 Payment for Extra Work Costs and Delay Costs

14.4.1 The Department shall compensate the Development Entity for amounts due for Extra Work Costs, Delay Costs, and Change in Costs using one of the following methods of payment: (i) to the extent permitted by Law, as a lump sum payment or as progress payments invoiced as Work is completed or (ii) where agreed by the Parties: (a) as periodic payments over the Term, (b) as an adjustment to the MAP over the Term or (c) through any combination of the above, but subject to PA Section 14.3.3.10 (*Compensation Events Constraints*); provided, however, that, if such amounts are more than three percent of the D&C Amount (the "Financing Threshold") the Development Entity will be required to use diligent efforts to satisfy the requirements in PA Section 14.4.2 (*Payment for Extra Work Costs and Delay Costs*) below.

14.4.2 If the Financing Threshold has been met or exceeded for any Compensation Event, the Development Entity shall use commercially reasonable diligent efforts to obtain (a) financing from the Lenders, or other lenders if permitted by the Funding Agreements, or (b) equity support from existing and potentially new Equity Members of the Development Entity, in either case, to finance the applicable Extra Work Costs, Delay Costs, and Change in Costs relating to the Relief Event in advance of receiving the required compensation payments from the Department. If despite such diligent efforts and the additional compensation that would be paid pursuant to this PA Section 14.4.2 (*Payment for Extra Work Costs and Delay Costs*), the Development Entity is unable to obtain such financing or equity support (or the Department does not accept the terms under which the Development Entity is able to obtain additional financing as pursuant to clauses (a), and (b) of this PA Section 14.4.2 (*Payment for Extra Work Costs and Delay Costs*)), then the Department shall pay the applicable Extra Work Costs, Delay Costs, or Change in Costs through another method set forth in PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*).

14.4.3 Following the Department's issuance of a Compensation Event Determination, any Extra Work Costs, Delay Costs, or Change in Costs payable thereunder shall be subject to the following:

14.4.3.1 With respect to any lump sum payment pursuant to clause (a) of PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*), if such lump sum payment is a negotiated sum pursuant to Section 1.1 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*), the Department will pay any undisputed amounts within 45 days following the Development Entity's acceptance (or deemed acceptance) of the Department's Compensation Event Determination.

14.4.3.2 With respect to any periodic payments agreed between the Parties over the Term pursuant to clause (i)(a) of PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*), the Department shall set forth in the Compensation Event Determination (or if the Development Entity Disputes the Department's award of Extra Work Costs, Delay Costs, or Change in Costs pursuant to PA Section 14.2.3 (*Relief Event and Compensation Event Determinations*)), in a Notice to be delivered to the

Development Entity within 15 Business Days after conclusion of such Dispute) all anticipated periodic payment dates (which will be agreed by the Development Entity), and the Department shall pay any undisputed amounts within 45 days after each such periodic payment date.

14.4.3.3 With respect to any payments through adjustment to the MAP as agreed between the Parties over the Term pursuant to clause (c) of PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*) or through an extension of the Term pursuant to clause (e) of PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*), the Department shall set forth in the Compensation Event Determination (or if the Development Entity Disputes the Department's award of Extra Work Costs, Delay Costs, or Change in Costs pursuant to PA Section 14.2.3 (*Relief Event and Compensation Event Determinations*), in a Notice to be delivered to the Development Entity within 15 Business Days after conclusion of such Dispute) a revised schedule of Availability Payments (which will be agreed by the Development Entity) which revised Availability Payments shall be due and payable in accordance with the requirements of PA Article 5 (*Payments to the Development Entity; Department's Costs*).

14.4.3.4 With respect to any progress payments invoiced as Work is completed pursuant to clause (di) of PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*), the Department shall pay all undisputed amounts within 45 days after each date the Department receives from the Development Entity a complete invoice, not more often than monthly, of such Extra Work Costs, Delay Costs, or Change in Costs incurred, as applicable, for such Work during the previous Month, which invoice shall be itemized by the components of Extra Work Costs, Delay Costs, or Change in Costs, as applicable, allowable under PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

14.4.4 If the Department elects to make Quarterly or other periodic payments, at any later time, it may choose to complete compensation through a lump sum payment of the present value of the remaining Extra Work Costs, Delay Costs, and Change in Costs.

14.4.5 For the purpose of any discounting of future cost impacts, the Parties shall use then-applicable yield on two-year U.S. Treasury bonds as the discount rate.

14.4.6 Any Dispute resolution body(ies) shall apply the provisions of this PA Section 14.4 (*Payment for Extra Work Costs and Delay Costs*) and PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*) in determining any Extra Work Costs, Delay Costs, or Change in Costs.

14.5 Restoration of Financial Balance for Deferral of Compensation

14.5.1.1 If the Development Entity is compensated through Deferral of Compensation, the Development Entity shall be entitled to additional compensation as necessary to restore the reduction in the Equity IRR (as reflected in the most recent Financial Model prior to the event which caused the Deferral of Compensation) resulting from the Deferral of Compensation.

14.5.1.2 The Development Entity shall provide the Department with the total amount of compensation that the Development Entity considers owed to ensure the Equity IRR will be achieved, notwithstanding the Deferral of Compensation, including supporting calculations and documentation. Except as otherwise provided in this Project Agreement, in no event shall the Development Entity be entitled to any compensation for losses unrelated and not directly caused by the Deferral of Compensation. The Development Entity shall provide the Department with the amount of any insurance that may be applicable to the losses incurred as a result of the Deferral of Compensation and amounts that have been or are anticipated to be collected under such insurance.

14.5.1.3 If through mutual consent of the Parties, the Department is to compensate the Development Entity through Deferral of Compensation for any Extra Work Costs or Delay Costs, the Equity IRR used as a basis for determining compensation under this PA Section 14.5 (*Restoration of Financial Balance for Deferral of Compensation*), in connection with the applicable Change Order shall be equal to the Equity IRR (as reflected in the most recent Financial Model prior to the event which caused the Deferral of Compensation).

14.6 Limitations on Delay Costs and Acceleration Costs; No Disruption Damages; General Provisions and Obligations Relating to Relief Events and Compensation Events

14.6.1 Limitations on Delay Costs.

Before the Development Entity may obtain any compensation for Delay Costs, the Development Entity shall have demonstrated that:

14.6.1.1 The Baseline Project Schedule as stated and updated in accordance with TP Section 3.4.12 (Time Impact Analysis) at the time of the Relief Event (without giving effect to the subject Relief Event) sets forth a reasonable method for completion of the Work;

14.6.1.2 The damages giving rise to the Delay Costs could not reasonably have been avoided by the Development Entity, including by resequencing, reallocating or redeploying its forces to other portions of the Work (subject to reimbursement for additional costs reasonably incurred in connection with such resequencing, reallocation or redeployment); and

14.6.1.3 The Development Entity has suffered or will suffer actual costs due to such delay, each of which costs shall be justified and documented.

Nothing in this PA Section 14.6.1 (*Limitations on Delay Costs*) shall be construed to abrogate the limitations set forth in PA Section 14.3.2 (*Limitations on Time Extensions*).

14.6.2 Limitations on Acceleration Costs

14.6.2.1 Acceleration costs shall be compensable hereunder only with express, written direction by the Department to the Development Entity to accelerate its efforts and evidenced by Change Orders issued by the Department. Notwithstanding anything contained herein to the contrary, the Development Entity shall have no obligation to accelerate the Work barring such executed Change Order, but without otherwise limiting the Development Entity's obligations including in respect of any mitigation, redeployment, reallocating, or resequencing of the Work.

14.6.2.2 Acceleration costs are those documented increased costs reasonably incurred by the Development Entity (i.e., costs over and above what the Development Entity would otherwise have incurred) that are directly attributable to increasing the performance level of the Work in an attempt to complete necessary activities of the Work earlier than otherwise anticipated, such as for additional equipment, additional crews, overtime and shift premiums, increased supervision, and any unexpected movement of materials, equipment, or crews necessary for resequencing in connection with acceleration efforts.

14.6.3 [Reserved]

14.6.4 Limitations on Relief, Generally

The Development Entity shall not be entitled to submit a claim for Extra Work Costs, Delay Costs, Change in Costs, time extensions or other relief that could have been avoided through sequencing, scheduling and coordination of the Work in accordance with the requirements of the Contract Documents (including in respect of Good Industry Practice).

14.6.5 General Provisions; Obligations Relating to Relief Events and Compensation Events

14.6.5.1 Subject to the terms and conditions hereof, including in respect of acceleration costs and reimbursement for mitigation efforts as set forth herein including in PA Section 14.6.1.2 (Limitations on Delay Costs), the Development Entity shall, and shall cause all Contractors, Subcontractors, and Suppliers to, ensure that all activities are undertaken in a manner that will mitigate and minimize any adverse effects (including adverse monetary and non-monetary impacts) of any Relief Event or Compensation Event on the Project, as well as any adverse effect on surrounding property and to the public, in each case, to the extent commercially reasonable.

14.6.5.2 Notwithstanding anything to the contrary in the Contract Documents, the occurrence of any Relief Event or Compensation Event shall not excuse the Development Entity from any liability or obligation that arose before such occurrence or, that occurs concurrently, except as set forth in PA Section 14.3.2 (Limitations on Time Extensions).

14.6.5.3 [Reserved]

14.6.5.4 A non-exhaustive list of matters that are the Development Entity's exclusive responsibility include the following:

- a. Errors in the Design Documents or Construction Documents (excluding Errors traceable to Errors in the NEPA Basic Configuration or the Mandatory Configuration Elements);
- b. Defective or incorrect schedules for the Work or changes in the planned sequence of performance of the Work;
- c. action or inaction by (i) any adjoining property owner, agent, representative, or contractor, or (ii) any Development Entity-Related Entity, except as expressly set forth in the definition of Compensation Event or Relief Event;
- d. untimely or non-delivery of equipment or materials; unavailability or Defective materials; increases in costs for equipment or materials (regardless as to whether specified by the Technical Provisions);
- e. assessment, remediation, and correction of Nonconforming Work;
- f. any suspensions, terminations, interruptions, denials, non-renewals of, or delays in issuance of any Governmental Approval (that is not a Provided Environmental Approval) except as expressly set forth in the definition of Compensation Event or Relief Event;
- g. delays not to the Critical Path;
- h. any Development Entity Default;

i. any general "weather delay" or other weather-related basis that is not an express Force Majeure Event;

j. costs relating to any materials not used in accordance with its manufacturer's specifications or recommendation; and

k. time impacts, performance failures, and costs and expenses incurred reliant upon a Time Impact Analysis that was reasonably not accepted by the Department or is under Dispute.

14.7 Burden of Proof

The Development Entity bears the burden of proving both the occurrence of a Relief Event or Compensation Event (or both, in any case, as applicable), and the resulting adverse impacts on the Development Entity.

14.8 Excuse from Compliance

Except as expressly provided in this Project Agreement, where a Relief Event or Force Majeure Event, the obligations of each Party in accordance with this Project Agreement which are affected by the Relief Event or Force Majeure Event will be suspended, but only to the extent that, and for so long as the Relief Event or Force Majeure Event prevents that Party from meeting its obligations in accordance with this Project Agreement; provided that neither Party shall be excused from timely payment of monetary obligations under this Project Agreement based on the occurrence of a Relief Event or a Force Majeure Event. A Party's failure to perform its obligations in accordance with this Project Agreement which are suspended in accordance with this PA Section 14.8 (*Excuse from Compliance*) will not be a breach of this Project Agreement, a Development Entity Default or a Default Termination Event.

Article 15 DEPARTMENT CHANGES; DEVELOPMENT ENTITY CHANGES; DIRECTIVE LETTERS

This PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*) sets forth the requirements for obtaining all Change Orders under this Project Agreement. The Development Entity hereby acknowledges and agrees that any Change Order negotiated with the Department is not agreed, or deemed agreed, until accepted and executed by the Department and the Development Entity.

The Development Entity acknowledges and agrees that no compensation, increase to the D&C Amount, or extension of any Milestone Deadline is available except in the specific circumstances expressly provided for in this Project Agreement, including specifically the identified Relief Events and Compensation Events, and that the Development Entity shall bear full responsibility for the consequences of all other conditions, events, and circumstances.

The execution of a Change Order under this PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*) shall represent a final agreement of the Parties as to the performance and payment terms with respect to the Work set forth thereunder, and the Development Entity absolutely, unconditionally and irrevocably waives the right to any claim under the Contract Documents, at law, or in equity for any other monetary compensation or other relief with respect thereto. The foregoing waiver encompasses all theories of liability, whether in contract, tort (including negligence), equity, *quantum meruit* (unless this Project Agreement is terminated for Termination for Court Ruling) or otherwise, and encompasses all theories to extinguish contractual obligations, including impracticability, mutual mistake and frustration of purpose.

15.1 Department Changes

15.1.1 Department's Right to Issue a Change Order and Directive Letter

The Department may, at any time and from time to time, without notice to any Surety, Collateral Agent, or any Lender, authorize, cause or require, pursuant to a Change Order or Directive Letter, changes in the Work, including additions or deletions, or in terms and conditions of the Technical Provisions (including changes in the standards applicable to the Work), except the Department has no right to require any change that would if implemented (a) give rise to a threat to health and safety or would be inconsistent with Law, (b) materially and adversely change the nature of the Project as a whole, or (c) violate the Funding Agreements or Security Documents, or (d) would constitute an unenforceable cardinal change under applicable Law, or otherwise violate applicable Law.

15.1.2 Request for Change Proposal

15.1.2.1 If the Department desires to initiate a Department Change or to evaluate whether to initiate a Department Change, then the Department may, at its discretion, issue a Request for Change Proposal. The Request for Change Proposal shall set forth all material information related to the nature, extent, scope, timing and other details of the proposed Department Change as are required for the Development Entity to understand and evaluate the proposed Department Change.

15.1.2.2 Within ten Business Days after the Development Entity receives a Request for Change Proposal that meets the requirements of the Project Documents, or such longer period to which the Parties may mutually agree, the Department and the Development Entity shall consult to define the proposed scope of the change. Within three Business Days after, taking into account and nature and extent of the proposed Department Change, following the initial consultation, or such longer period to which the Parties may mutually agree, the Department and the Development Entity shall consult concerning the estimated financial and schedule impacts.

15.1.3 Within 20 Business Days, or such longer period to which the Parties may mutually agree, following the Department's delivery to the Development Entity of the Request for Change Proposal, the Development Entity shall provide the Department with a written response as to whether, in the Development Entity's opinion based on the information then available, the proposed change constitutes a Department Change, will impact the Development Entity's costs, or will impact the Development Entity's schedule, and if so, a detailed assessment of the cost and schedule impact of the proposed Department Change, including the following:

15.1.3.1 the Development Entity's detailed estimate of the impacts on costs of carrying out the proposed Department Change;

15.1.3.2 if the Request for Change Proposal is received prior to the Final Acceptance Date, the effect of the proposed Department Change on the Baseline Project Schedule, including achievement of the Milestone Deadlines, taking into consideration the Development Entity's duty to mitigate any delay to the extent reasonably practicable;

15.1.3.3 the effect (if any) of the proposed Department Change on Performance Requirements, the Rehabilitation Work Schedule, the final Maintenance Management Plan, and the Handback Requirements; and

15.1.3.4 whether the Development Entity requires relief from compliance of any of its obligations under this Project Agreement during the implementation or as result of the Department Change.

15.1.4 The Department will be entitled, but not required, to obtain, from a qualified independent consultant of the Department's choosing, a report prepared in accordance with Good Industry Practice as to the proposed Department Change related to the Design Work, the Construction Work or the Maintenance Work, including recommendations and, if applicable, comments concerning the Development Entity's estimate of the cost impacts and projected impact on the Baseline Project Schedule and Milestone Deadlines. The Department will pay for the work of any such consultant.

15.1.5 The Department and the Development Entity, giving due consideration to any report described in PA Section 15.1.4 (*Department Changes*) and any study as may be commissioned by the Department, shall negotiate a mutually acceptable Change Order, including adjustment of the Baseline Project Schedule and Milestone Deadlines, any Extra Work Costs, Delay Costs, or Change in Costs to which the Development Entity is entitled, and the timing and method for payment of any Extra Work Costs, Delay Costs, or Change in Costs, in accordance with PA Article 14 (*Relief Events; Compensation Events*).

15.1.6 If the Department and the Development Entity are unable to reach agreement on a Change Order and subject to PA Section 15.1.1 (*Department Changes*), the Department may, in its sole discretion, deliver to the Development Entity a Directive Letter pursuant to PA Section 15.3.1 (*Directive Letters*) directing the Development Entity to proceed with the performance of the Work in question notwithstanding such disagreement.

15.1.7 With respect to any Directive Letter concerning a failure to reach agreement on a Change Order, upon receipt of such Directive Letter, pending final resolution of the relevant Change Order according to the Dispute Resolution Procedures: (a) the Development Entity shall implement and perform all Work under such Change Order, and (b) the Department shall make interim payment(s) to the Development Entity on a monthly basis consistent with the Department's final written offer regarding Extra Work Costs, Delay Costs, and Change in Costs during the negotiations conducted pursuant to PA Section 15.1.5 (*Department Changes*), such interim payments be subject to subsequent adjustment, if applicable, upon the Change Order executed further to completion of Dispute Resolution Procedures. The Department's obligations under the foregoing clause (b) shall apply only where the subject Work and the Department acceptance thereof is completed in accordance with the requirements of this Project Agreement.

15.1.8 The Department will be responsible for payment of the Extra Work Costs, Change in Costs or Delay Costs agreed upon or determined through the Dispute Resolution Procedures, through one of the payment mechanisms set forth in PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*), and the Baseline Project Schedule and Milestone Deadlines shall be adjusted as agreed upon or determined through the Dispute Resolution Procedures, and in accordance with PA Section 14.2 (*Relief Event and Compensation Event Determinations*), to reflect the effects of the Change Order.

15.1.9 The Parties agree that the Baseline Project Schedule and Milestone Deadlines shall be adjusted as agreed upon or determined through the Dispute Resolution Procedures, and in accordance with PA Article 14 (*Relief Events; Compensation Events*), to reflect the effects of the Change Order.

15.1.10 For avoidance of doubt, notwithstanding the fact that a "Department Change" is included within the definition of "Compensation Event" and "Relief Event", any Department Change initiated pursuant to a Request for Change Proposal pursuant to PA Section 15.1.2 (*Request for Change Proposal*) or as otherwise expressly stated in this Project Agreement with reference to this PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*), shall be subject to the procedures set forth in this PA Section 15.1 (*Department Changes*) and those portions of this PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*) generally applicable to such

Department Changes, and the procedures applicable to Compensation Events and Relief Events pursuant to PA Article 14 (*Relief Events; Compensation Events*) shall not be applicable under such circumstances.

15.1.11 For avoidance of doubt, any Adaptation approved by the Department pursuant to TP Section 2.17 (Resiliency) shall be deemed a Department Change and implemented as a Change Order under this Project Agreement.

15.1.12 For the avoidance of doubt, if acid bearing rock is discovered during prosecution of the Work, the Development Entity shall address the acid bearing rock according to the Department's instructions, such instructions to be provided promptly by the Department upon receipt of Notice from the Development Entity. Any instructions provided by the Department under this PA Section 15.1.12, shall be deemed a Department Change and implemented as a Change Order in accordance with this PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*).

15.1.13 For the avoidance of doubt, if as a result of the analysis conducted pursuant to TP Section 6.6 of TP Attachment 6 (Bridge-Specific Requirements – North Fork) with respect to the Bridge-Specific Requirements for the Bridge described in TP Attachment 6 (Bridge-Specific Requirements - North Fork), the design and/or construction of a sound barrier is required, the Development Entity will design and construct such sound barrier if so requested by the Development pursuant to a Change Order under this PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*) or Directive Letter.

15.1.14 On a Bridge-by-Bridge Basis, on and after the date of the Development Entity's implementation of a Bridge's first Active Work Zone until Bridge Completion, either Party shall provide prompt Notice to the other Party if the submitting Party believes that a Bridge requires a Major Bridge Repair. If the Development Entity and the Department thereafter jointly determine that a Bridge requires a Major Bridge Repair, and the need for such Major Bridge Repair was not caused by any Development Entity-Related Entity, then the Development Entity shall prepare a Major Bridge Repair workplan specific to the agreed Major Bridge Repair as a Type 3 Submittal. Upon the Department's acceptance, the Development Entity shall complete the accepted workplan, and any such additional Work by the Development Entity shall be deemed a Department Change, documents in an agreed-upon Change Order with the Department pursuant to this PA Section 15.1 (*Department Changes*).

15.2 Development Entity Changes

15.2.1 The Development Entity may request the Department approve modifications to the Technical Provisions by submittal of a written Change Request to the Department. The Change Request shall set forth the Development Entity's detailed estimate of impacts on costs and schedule attributable to the requested change.

15.2.2 The Department, in its sole discretion, may accept or reject any Change Request proposed by the Development Entity, provided that (a) the Department will accept a Change Request necessary to bring the Technical Provisions into compliance with applicable Law or the terms and conditions of the Project Agreement (e.g., compliance with Good Industry Practice); and (b) any Change Request that would not increase the D&C Amount, result in any delay to the Baseline Project Schedule or achievement of any Milestone Deadline, or compromise the quality of the Work, shall be subject to the Department's approval in its reasonable discretion; and (c) any Change Request that would increase the Department's costs shall be subject to the Department's approval in its sole discretion. The Department may condition its approval of a Change Request on new compensation or a modification of compensation for the Department under this Project Agreement in order to benefit equally in the estimated net cost savings, if any, attributable to the proposed change. If the Department accepts such Change Request, the Development Entity shall execute a Change Order and shall implement such change in

accordance with this Project Agreement, the Change Order, applicable Technical Provisions, the Project Management Plan, Good Industry Practice, and all applicable Laws.

15.2.3 The Development Entity shall be solely responsible for the payment of any increased costs and for any Baseline Project Schedule delays or other impacts resulting from a Development Entity proposed Change Request, other than as otherwise agreed between the Parties or on account of a Compensation Event or Relief Event accepted by the Department.

15.2.4 No Change Request shall be required to implement any change to the Work that is not a deviation, change, modification, alteration or exception from applicable Technical Provisions regarding design, construction, or maintenance, and is not specifically regulated or addressed by the Contract Documents or applicable Law.

15.3 Directive Letters

15.3.1 The Department may at any time issue a Directive Letter to the Development Entity regarding any matter for which a Change Order can be issued or in the event of any Dispute regarding the scope of the Work or whether the Development Entity has performed in accordance with the requirements of the Contract Documents. The Directive Letter will state that it is issued under this PA Section 15.3 (*Directive Letters*), will describe the Work in question and will state the basis for determining compensation, if any. Subject to PA Section 15.1.6 (*Department Changes*) and PA Section 15.1.7 (*Department Changes*), as applicable, the Development Entity shall proceed promptly as directed in the Directive Letter, pending the execution of a formal Change Order (or, if the Directive Letter states that the Work is within the Development Entity's original scope of Work or is necessary to comply with the requirements of the Contract Documents, the Development Entity shall proceed with the Work as directed but shall have the right to assert that a Department Change has occurred (which for the avoidance of doubt will be subject to the Dispute Resolution Procedures)).

15.3.2 The fact that a Directive Letter was issued by the Department will not be considered evidence that in fact a Department Change occurred. The determination as to whether a Department Change in fact occurred shall be based on an analysis of the original requirements of the Contract Documents and a determination as to whether the Directive Letter in fact constituted a change in those requirements. For avoidance of doubt, a directive issued via Formal Communication from the Department to the Development Entity to perform the Work is not a Directive Letter unless it is subsequently determined that the scope of work being requested to be performed via such Formal Communication falls outside of the scope of Work for which the Development Entity is responsible.

15.4 Reductions in the D&C Amount

15.4.1 If a Change Order executed in connection with a Department Change under this PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*), results in a net decrease in the cost of any of the Work or a net decrease in the number of days to reach the Baseline Project Schedule and Milestone Deadlines, then any payment due from the Department to the Development Entity under this Project Agreement may be adjusted downwards (or a credit may be owed in the future) in accordance with PA Exhibit 6 (*Payment Mechanism*) to reflect that the Department shall take the benefit of 50% of such net savings. Determination of such net cost savings shall include consideration of both (a) the net reduction, if any, in labor, material, equipment and overhead costs associated with the Department Change, and (b) actual, direct and documented increases in the Development Entity costs arising out of such reductive Department Change, and 100% of the savings in financing costs associated with any savings in capital costs, which the Development Entity shall pay to the Department (i) as periodic payments over the Term, (ii) as an adjustment to the MAP over the Term, or (iii) through any combination of clauses (i) and (ii), as selected by the Department, in its sole discretion.

The Department also may take such net reduction as a credit against the Department's liability for Extra Work Costs, Delay Costs, and Change in Costs during the Term. The Development Entity shall include specifically in its response to a Department Request for Change Proposal delivered under this PA Section 15.4.1 (Reductions in the D&C Amount) a summary narrative and documentation substantiating, subject to the Department's good faith acceptance, any actual, direct and documented increases in the Development Entity's costs arising out of such reductive Department Change as may affect the determination of net cost savings under this PA Section 15.4.1 (Reductions in the D&C Amount).

15.4.2 If a Change Order executed in respect of a Change Request under this PA Article 15 (Department Changes; Development Entity Changes; Directive Letters) results in a net decrease in the cost of any of the Work, then any payment due from the Department under this Project Agreement may be adjusted downwards (or a credit may be owed in the future) so as to credit to the Department a 50% share of the net decrease in costs and any other net savings.

15.5 Specific Change-Related Matters

15.5.1 Project Standards Changes

Excluding those Project Standards Changes that are Changes in Law or that are otherwise related to compliance with the requirements of the Contract Documents, the Development Entity shall provide prior Notice to the Department of any actual or pending Project Standards Change prior to implementing any changed Project Standards in the Work. The Department reserves the right to direct the Development Entity not to implement any such changed Project Standard(s) (excluding those Project Standards Changes that are Changes in Law or that would cause the Development Entity to not comply with the Contract Documents) in the Work. The Department shall exercise such right to direct the Development Entity not to implement any such changed Project Standard by providing written notice of the same to the Development Entity within five Business Days of receipt of the Development Entity's Notice to the Department. If the Development Entity commenced implementation of any such changed Project Standard(s) prior to receiving the Department's timely response as to whether the Development Entity should implement any such changed Project Standard(s) and if the Department's timely response is that the Development Entity shall not implement the noted Project Standards Change, then the Development Entity shall credit the Department for the cost of any unnecessary Work performed, or shall exclude any additional costs associated with redoing the Work already performed prior to any receipt of the Department's response (even if such response confirms that the Development Entity should implement any such changed Project Standard(s)). For avoidance of doubt, the Department's response as to whether the Development Entity should implement any such changed Project Standard(s) is not, nor shall be deemed to be, a Directive Letter under PA Section 15.3 (Directive Letters). Refer to PA Section 7.2.6 (Department-Driven Project Standards Changes) for provisions relating to changes to certain design, construction, and Maintenance Performance Requirements raised by the Department to the Development Entity.

15.5.2 Injunctions, Restraining Orders, Legal Restraints

If the Development Entity seeks relief under clause (j) of the definition of "Compensation Event" or clause (k) of the definition of "Relief Event" following issuance of a permanent injunction that prohibits prosecution of any material portion of the Work, then, following conclusion of the Dispute Resolution Procedures, and at the sole option of the Department and at such time as the Department may elect, the Department may deem such permanent injunction as a Termination by Court Ruling as set forth in PA Section 19.11 (Termination by Court Ruling) and PA Exhibit 4 (Early Termination Dates and Terms for Termination Compensation). Nothing in this PA Section 15.5.2 (Injunctions, Restraining Orders, Legal Restraints) shall abrogate, or be construed to abrogate, the Development Entity's obligations under PA Section 18.7.5 (Waiver of Non-Monetary Relief).

Article 16 REPRESENTATIONS AND COVENANTS

16.1 Development Entity Representations and Covenants

The Development Entity hereby represents to and covenants with the Department as follows:

16.1.1 During all periods necessary for the performance of the Work, the Development Entity, its employees and its Contractor(s) have maintained and will maintain all then required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills and capacity to perform the Work. The Development Entity and each Development Entity-Related Entity (excluding those contemplated in clauses (a), (e) and (f) of the definition thereof) with which contracts have been entered into prior to the Effective Date shall be a Registered Business Partner of the Commonwealth.

16.1.2 As of the Effective Date, the Development Entity has evaluated the constraints affecting design and construction of the Project, including the Property and other portions of the Project Limits, as well as the conditions of the NEPA Approval, and has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.

16.1.3 The Development Entity has evaluated the feasibility of performing the Work within the time and for the amount herein, accounting for the aforementioned and following constraints, as well as other factors, and has reasonable grounds for believing and does believe that performance of the Work is feasible and practicable.

16.1.4 Without limiting the Development Entity's right under the PA Article 14 (*Relief Events; Compensation Events*) or PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*) and except as to parcels that the Department lacked title or access to prior to the Effective Date, the Development Entity conducted a Reasonable Investigation prior to the Technical Setting Date with respect to the Existing Right of Way and, to the extent not then within the Existing Right of Way, the Property, as well as adjacent parcels, and as a result of such Reasonable Investigation, the Development Entity is familiar with, and has satisfied itself as to, the character of the Site, including quality and quantity of surface, subsurface, and latent physical conditions, materials or obstacles that may be encountered, and accepts the physical requirements of the Work, subject to the Department's obligations regarding Hazardous Materials under PA Section 7.10 (*Environmental Compliance*) and the Development Entity's rights to seek relief under PA Article 14 (*Relief Events; Compensation Events*).

16.1.5 Without limiting the Development Entity's rights under PA Article 14 (*Relief Events; Compensation Events*) or PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*), the Development Entity has familiarized itself with the requirements of any and all applicable Laws, including the conditions of any then required Governmental Approvals prior to entering into this Project Agreement. Except as specifically permitted under PA Article 14 (*Relief Events; Compensation Events*) or PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*), the Development Entity has complied and shall comply with the foregoing at its sole cost and without any additional compensation or time extension on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment or materials not expressly provided for in the Contract Documents. As of the Effective Date, the Development Entity has all Governmental Approvals that are required to perform its obligations under the Contract Documents, and has no reason to believe that any Governmental Approval required to be obtained by the Development Entity will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents.

16.1.6 All Work furnished by the Development Entity will be performed by or under the supervision of Persons who hold all necessary, valid licenses to practice in the Commonwealth and the Development Entity and its Contractors have all required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills, capacity (as applicable), and availability, to perform the Work.

16.1.7 The execution and delivery by the Development Entity of the Contract Documents and the performance by the Development Entity of its obligations thereunder do not require any consent, approval, or authorization of, notice to, or declaration, filing, or registration with any Person not obtained or accomplished as of the Effective Date.

16.1.8 As of the Effective Date, the Development Entity is a limited liability company, duly organized and validly existing under the laws of Delaware, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver the Contract Documents and to perform each and all of the obligations of the Development Entity provided for herein and therein. The Development Entity is duly qualified to do business, and is in good standing, in the Commonwealth as of the Effective Date, and will remain duly qualified and in good standing throughout the term of this Project Agreement and for as long thereafter as any obligations remain outstanding under the Contract Documents. To the extent that the Development Entity is a consortium, partnership or other form of joint venture, each member of the Development Entity is capable of performing at least 50% of the original contract price relating to the member's responsibilities under the Project Agreement as provided in 67 Pa. Code § 457.15(c).

16.1.9 The execution, delivery and performance of the Contract Documents have been (or will be) duly authorized by all necessary corporate action of the Development Entity; each person executing the Contract Documents and all other such Project related documents, on behalf of the Development Entity has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of the Development Entity; and the Contract Documents, and all such other Project related documents have been (or will be) duly executed and delivered by the Development Entity.

16.1.10 Neither the execution and delivery by the Development Entity of the Contract Documents, nor the consummation of the transactions contemplated hereby or thereby, is (or at the time of execution will be) in conflict with or has resulted or will result in a default under or a violation of the governing instruments of the Development Entity or any agreement, judgment, or decree to which the Development Entity is a party or is bound.

16.1.11 As of the Effective Date, each of the Contract Documents constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of the Development Entity, enforceable against the Development Entity in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

16.1.12 As of the Effective Date, there is no action, suit, proceeding, investigation or litigation pending and served on the Development Entity or PDA Entity that challenges (i) the Development Entity's authority to execute, deliver or perform, or the validity or enforceability of, the Contract Documents, and all other Project related documents to which the Development Entity is a party, or (ii) the authority of the Development Entity's official executing the Contract Documents; and the Development Entity has disclosed to the Department prior to the Effective Date any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Development Entity has knowledge. The Development Entity has no current, pending or

outstanding criminal, civil, or enforcement actions initiated by the Department or the Commonwealth, and agrees that it will promptly notify the Department of any such actions.

16.1.13 As of the date of the submission of the Package Proposal by the PDA Entity, the Development Entity disclosed to the Department in writing all organizational conflicts of interest of the Development Entity and its Contractors of which the Development Entity was actually aware; and between the date of the submission of the Package Proposal by the PDA Entity and the Effective Date, the Development Entity has not obtained knowledge of any additional organizational conflict of interest, and there have been no organizational changes to the Development Entity or its Contractors identified in its Proposal that have not been approved in writing by the Department. For this purpose, organizational conflict of interest has the meaning set forth in the PDA.

16.1.14 Neither the execution and delivery by the Development Entity of this Project Agreement and all other Project related documents to which the Development Entity is a party nor the consummation of the transactions contemplated hereby or thereby, has resulted or will result, at the time of execution, in a default under any other agreement or instrument or any judgement or any decree to which it is a party or by which it is bound.

16.1.15 The execution and delivery by the Development Entity, and the performance by the Development Entity of its obligations under this Project Agreement, will not conflict with any Laws applicable to the Development Entity that are valid and in effect (a) on the Technical Settings Date and (b) to the knowledge of the Development Entity, on the Effective Date. As of the Effective Date, the Development Entity is not in breach of any applicable Law that would have a material adverse effect on the performance of any of its obligations under the Contract Documents;

16.1.16 No event that, with the passage of time or the giving of notice, would constitute a Development Entity Default has occurred and has not yet been cured or waived in writing by the Department.

16.1.17 The Development Entity certifies, by entering into this Project Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Project Agreement by any federal agency or by any department, agency or political subdivision of the Commonwealth, including the Department. For purposes of this PA Section 16.1.17 (*Development Entity Representations and Covenants*), the term "principal" means an officer, director, owner, partner, Key Personnel, Required Personnel, employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Development Entity.

16.1.18 The Development Entity represents, warrants and certifies by entering into this Project Agreement, that (a) neither it nor its Affiliates is presently in arrears in payment of Taxes, permit fees or other statutory, regulatory or judicially required payments to the Department, the State, or (if not the Commonwealth) the Development Entity's state/commonwealth of incorporation; and (b) it has reviewed all applicable Laws relating to Taxes, and has taken into account all requirements imposed by such Laws in preparing the Financial Model.

16.1.19 The Development Entity acknowledges and agrees, that as a requirement to enter into the Contract Documents, the Package Proposal documents delivered pursuant to the PDA, and the Detailed Cost and Pricing Data, collectively constitute all the information used in the preparation of the Package Proposal, and that no other Package Proposal preparation information will be considered in the resolution of Disputes. The Development Entity also agrees that nothing in the Package Proposal

documents delivered pursuant to the PDA shall change or modify the terms or conditions of the Contract Documents.

16.1.20 The Development Entity represents, warrants, and certifies that (a) the Package Proposal Schedule meets all requirements of TP Section 3.4.3 (Baseline Project Schedule), including specifically all Milestone Deadlines consistent with the Milestone Schedule; and (b) the Package Proposal SOV meets all requirements of TP Section 3.4.4 (Baseline Schedule of Values).

16.1.21 The Financial Model Formulas (a) were prepared by or on behalf of the Development Entity in good faith, (b) are the same financial formulas that the Development Entity utilized and is utilizing in the Financial Model, in making its decision to enter into this Project Agreement and in making disclosures to potential equity investors and Lenders under the Initial Funding Agreements, and (c) as of the Effective Date, are mathematically correct and suitable for making reasonable projections.

16.1.22 The Financial Model (a) was prepared by or on behalf of the Development Entity in good faith, (b) was audited and verified by an independent recognized model auditor immediately prior to the Effective Date and such audit will be updated within 48 hours after the Effective Date, (c) fully discloses all cost, and other financial assumptions and projections that the Development Entity has used or is using in making its decision to enter into this Project Agreement and in making disclosures to potential equity investors and Lenders under the Initial Funding Agreements, and (d) as of the Effective Date, represents the projections that the Development Entity believes in good faith are the most realistic and reasonable for the Project.

16.1.23 The Development Entity represents and warrants as follows: (a) the Lead Construction Contractor is duly organized, validly existing and in good standing under the laws of the state/commonwealth of its organization and is qualified to do business, and is in good standing, in the Commonwealth; (b) with respect to Persons that individually hold more than 10% of the capital stock of the Lead Construction Contractor (including options, warrants and other rights to acquire capital stock), such stock is owned by the Persons whom the Development Entity has set forth in a written certification delivered to the Department prior to the Effective Date; (c) the Lead Construction Contractor has the power and authority to do all acts and things and execute and deliver all other documents as are required to be done, observed or performed by it in connection with its engagement by the Development Entity; (d) the Lead Construction Contractor (i) has obtained and will maintain all necessary or required registrations, permits, licenses and approvals required under applicable Law, and (ii) has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the design and construction of the Project in accordance with the Contract Documents; (e) the Lead Construction Contractor is not in breach of any applicable Law that would have a material adverse effect on the design and construction of the Project; and (f) the Lead Construction Contractor will comply with all health, safety and Environmental Laws in the performance of any Work activities for, or on behalf of, the Development Entity for the benefit of the Department.

16.2 Department Representations and Covenants

The Department hereby represents to and covenants with the Development Entity as follows:

16.2.1 As of the Effective Date, the Department is an executive agency of the Commonwealth and has full power, right and authority and all required licenses to execute, and to deliver the Contract Documents to which the Department is a party and to perform each and all of the obligations of the Department provided for herein and therein and carry out the transactions contemplated herein and therein.

16.2.2 Each individual person executing each Contract Document on behalf of the Department is duly authorized to execute and deliver such Contract Document on behalf of the Department, and this Project Agreement has been duly executed and delivered by the Department.

16.2.3 As of the Effective Date, each of the Contract Documents to which the Department is (or will be) a party has been (or will be) duly and validly executed and delivered by the Department and constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of the Department, enforceable against the Department in accordance with its terms, subject only to the effect of bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

16.2.4 [Reserved]

16.2.5 The execution and delivery by the Department of the Contract Documents and the performance by the Department of its obligations thereunder and the transactions contemplated therein, is not in conflict with or has resulted or will result in a default under, or a violation of, any other agreement or instrument or any judgement or decree to which the Department is a party or by which it is bound.

16.2.6 The execution and delivery by the Department of the Contract Documents and performance by the Department of its obligations thereunder have been duly and validly authorized by all necessary action of the Department and will not conflict with any Laws applicable to the Department that are valid and in effect on the Effective Date. As of the Effective Date, the Department is not in breach of any applicable Law that would have a material adverse effect on the performance of any of its obligations under the Contract Documents.

16.2.7 The execution and delivery by the Department of the Contract Documents and the performance by the Department of its obligations thereunder do not, as of the Effective Date, require any consent, approval, or authorization of, notice to, or declaration, filing, or registration with any Person other than which the Department has previously obtained or accomplished and those, as to the performance of such obligations, that are contemplated under the Contract Documents to be obtained or accomplished, if any, and as applicable, after the Effective Date.

16.2.8 As of the Effective Date, no event that, with the passage of time or the giving of notice, would constitute a Department Default has occurred and has not yet been cured.

16.2.9 The Department has obtained all Governmental Approvals that are required, as of the Effective Date, to perform its obligations under the Contract Documents, other than those Governmental Approvals that are contemplated under the Contract Documents to be obtained by the Department, if any, after the Effective Date, and the Department has, as of the Effective Date, no reason to believe that any Governmental Approvals are necessary to enable the Department to perform such obligations in accordance with the Contract Documents but are not required to be obtained as of the Effective Date that will not be granted in due course and thereafter remain in effect.

16.2.10 The execution and delivery by the Department of the Contract Documents and the performance by the Department of its obligations thereunder are consistent with and do not conflict with Pennsylvania Act 84 of 2022 and as a result, the Department has the power to execute and deliver the Contract Documents and perform its obligations thereunder and execute waivers, Change Orders, Directive Letters and other modifications to the Contract Documents and to perform its obligations under the Contract Documents following any such modification, Change Order, or waiver without any additional consent, authorization, provision of notice, or approval.

16.2.11 The Department acknowledges the Existing Litigation (as defined in PA Section 16.2.12 (*Department Representations and Covenants*) below), and notwithstanding the Existing Litigation, there is no action, suit, proceeding, investigation, or litigation pending, nor, as of the Effective Date, has the Department received express notice from any person of such person's intent to initiate litigation that does or could reasonably be expected to challenge (a) the ability of the Department to perform its obligations under the Contract Documents; (b) the Department's power and authority to execute and deliver the Contract Documents or to perform its obligations thereunder; (c) the validity or enforceability of the Contract Documents; or (d) the authority of the Department representative(s) executing the Contract Documents.

16.2.12 Judge Ellen Ceisler issued an opinion, filed June 30, 2022 at Docket Entry No. 404 M.D. 2021, in the litigation styled as South Fayette Township, Bridgeville Borough, and Collier Township v. Pennsylvania Department of Transportation, Public-Private Transportation Partnership (P3 Board) and Yassmin Gramian, P.E, in their official capacity as Chairperson of the P3 Board (the "Existing Litigation") (and related judicial decisions), which declared the Project void ab initio. Subsequently, the General Assembly enacted Act 84 of 2022, approved by the Governor of the Commonwealth on July 11, 2022, which by its terms, authorized the Project. As such, this Agreement (and the obligations of PennDOT hereunder) are fully enforceable against PennDOT, and PennDOT is fully authorized and empowered to perform its obligations under this Agreement and direct the PDA Entity's recommencement of the PDA Work under this Agreement).

16.2.13 This Project Agreement has been approved as to form and legality by the Office of the Attorney General pursuant to the act of October 15, 1980 (P.L. 950, No. 164), as amended, known as the Commonwealth Attorneys Act.

16.3 Special Remedies for Mutual Breach of Representations and Covenants

Notwithstanding any other provision of this Project Agreement, if any circumstance or event occurs that constitutes or results in a concurrent breach of similar representations or covenants referenced in this PA Article 16 (*Representations and Covenants*) by both the Development Entity and the Department, but does not also constitute or result in any other breach or default by either Party, then such breaches shall not form the basis for a Compensation Event or damage claim by the Department against the Development Entity. Instead, the only remedies shall be for the Parties to take action to rectify or mitigate the effects of such circumstance or event, to pursue severance and reformation of the Contract Documents as set forth in PA Section 25.12 (*Severability*), or Termination by Court Ruling as set forth in PA Section 19.11 (*Termination by Court Ruling*) and PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*).

16.4 Certain Development Entity Representations and Warranties and "Bring-Down" of Certain Department Representation and Warranties at Financial Close

16.4.1 On the date of Financial Close, the Development Entity shall execute and deliver to the Department a certificate substantially in the form of PA Exhibit 5-4 (*Form of Financial Close Certificate*) updating certain of the Development Entity's representations and warranties in this PA Article 16 (*Representations and Covenants*) and effective as of the date of Financial Close (which date shall be the effective date of the Initial Funding Agreements) and making certain representations and warranties with respect to Financial Close.

16.4.2 On the date of Financial Close, the Department shall execute and deliver to the Development Entity and the Lenders a certificate updating certain of Department's representations and warranties in this PA Article 16 (*Representations and Covenants*) in the form set forth in PA Exhibit 5-5 (*Department Bringdown Certificate*) and effective as of the date of Financial Close.

SS
LL
11/29/2022

16.5 Acknowledgement of Lender Rights under the Direct Agreement

The Department acknowledges that the Department, the Development Entity, and the Collateral Agent are parties to the Direct Agreement and that, where contemplated by the Direct Agreement, and under the terms, and subject to the conditions thereof, certain of the Department's rights hereunder may be subject to the Collateral Agent's rights, on behalf of the Lenders.

The Development Entity acknowledges that these constraints on the Department's rights are obligations of the Department and covenants to the Development Entity or the Collateral Agent, or both, under the Direct Agreement and not under the Contract Documents, and as such, the Development Entity's and the Collateral Agent's remedies under the Direct Agreement are as may be available thereunder and not under the Contract Documents.

Article 17 INSURANCE; PERFORMANCE SECURITY; INDEMNITY

17.1 Insurance

17.1.1 Insurance Policies and Coverage

At minimum, the Development Entity shall procure and maintain, or cause to be procured or maintained, the Insurance Policies identified in PA Exhibit 14 (*Insurance Coverage Requirements*) as and when required thereunder, and strictly in accordance with the minimum coverage requirements and terms of coverage as set forth thereunder and under this PA Section 17.1 (*Insurance*). The Department reserves the right to review and approve the terms and conditions of all project-specific Insurance Policies, for compliance with the requirements of this PA Section 17.1 (*Insurance*) and PA Exhibit 14 (*Insurance Coverage Requirements*) prior to final placement of such Insurance Policies. Such review and approval includes policy wording language and proposed insurance program structure. The Development Entity shall be a named insured on all Insurance Policies, unless otherwise noted.

17.1.2 General Insurance Requirements

17.1.2.1 Qualified Insurers

Each of the Insurance Policies required hereunder shall be procured from an insurer that, at the time coverage under the applicable policy commences is:

- a. authorized to do business in the Commonwealth and having a current policyholder's management and financial size category rating of A- (A minus) or better and Class VIII by A.M. Best and Company's Insurance Reports Key Rating Guide; or
- b. otherwise approved in writing by the Department.

If an insurer providing any of the Insurance Policies (i) loses the ratings set forth in subsection (a), or (ii) becomes the subject of bankruptcy proceedings, becomes insolvent or is the subject of an order by the Commonwealth, the Development Entity shall replace the insurer complying with the same coverages, terms and conditions of this PA Section 17.1 (*Insurance*) and PA Exhibit 14 (*Insurance Coverage Requirements*) within 60 days, as approved by the Department.

17.1.2.2 Deductibles

The Department shall not have any liability for deductibles or self-insured retentions ("SIRs") and amounts in excess of the coverage provided. The Development Entity may use SIRs in lieu of deductibles

with respect to Insurance Policies, so long as the Development Entity disclosed all such Insurance Policies, on a continuing basis, by Formal Communication to the Department.

17.1.2.3 Primary Coverage

Each Insurance Policy specified in PA Exhibit 14 (*Insurance Coverage Requirements*) shall provide that the coverage thereof is primary and non-contributory coverage with respect to all named or additional insureds except for coverage that by its nature cannot be written as primary. Any other insurance maintained by an insured or an additional insured shall be excess of and non-contributory with any insurance available to the Project.

17.1.2.4 Verification of Coverage

a. At any time the Development Entity is required to obtain or cause to be obtained any Insurance Policy, including insurance coverage required of Contractors, and thereafter not later than 15 days prior to the expiration date of each Insurance Policy, the Development Entity shall deliver to the Department a certificate of insurance evidencing that such coverage is, in fact, in place. At or before the time initial proof of insurance coverage is to be provided, the Development Entity shall provide the Department with a copy of the insurance company binder or, if available, the policy as evidence that compliant coverage is in place, if not previously provided.

b. In addition, within a reasonable time after coverages are initially bound or renewed (but not to exceed 90 days after placement), the Development Entity shall deliver to the Department (i) a complete certified copy of each such project specific insurance policy or modification, or renewal or replacement Insurance Policy and all endorsements thereto, and (ii) satisfactory evidence of payment of the premium therefor.

c. If the Development Entity has not provided the Department with the foregoing proof of coverage and payment within five days after the Department delivers to the Development Entity Notice of a Development Entity Default under PA Section 18.1.1.6 (*Development Entity Defaults*) and demand for the foregoing proof of coverage, the Department may, in addition to any other available remedy, without obligation or liability and without further inquiry as to whether such insurance is actually in place, (i) obtain such an Insurance Policy; and the Development Entity shall reimburse the Department for the cost thereof upon demand, and (ii) suspend all or any portion of Work and close the Project until the Department receives from the Development Entity such proofs of coverage in compliance with this PA Section 17.1 (*Insurance*) (or until the Department obtains an Insurance Policy, if it elects to do so).

d. In addition to the foregoing, promptly following the Department's request, the Development Entity shall make available for the Department's review reports of all losses reported and incurred on the Project, whether such losses are covered by Project-specific policies or not.

17.1.2.5 Project-Specific Insurance

Unless otherwise noted, all Insurance Policies required hereunder shall be purchased specifically and exclusively for the Project with the coverage limits and during the time periods required under in PA Exhibit 14 (*Insurance Coverage Requirements*), such time periods to include, as appropriate, any required extended discovery or reporting period. The Development Entity may request the Department to approve, in its sole discretion, inclusion of Project insurance requirements under this PA Section 17.1 (*Insurance*) and PA Exhibit 14 (*Insurance Coverage Requirements*) within or under a Development Entity-Related Entity/ies corporate or insurance program, so long as the program affords the Project dedicated policy limits (excepting for automobile liability, professional liability and workers' compensation coverages) and sublimits, as applicable, under each Insurance Policy, with the Development Entity as a named insured

(except with respect to Professional Liability Insurance Policies naming the Lead Construction Contractor or Lead Engineering Firm as named insured, as required under PA Exhibit 14 (*Insurance Coverage Requirements*)).

17.1.2.6 Policies with Insureds in Addition to the Development Entity

All Insurance Policies that are required to insure Persons (whether as named or additional insureds) in addition to the Development Entity shall comply or be endorsed to comply with the following provisions:

a. The General Liability and Builders Risk Insurance Policies shall be written or endorsed so that no acts or omissions of an insured shall vitiate coverage of the other insureds. Without limiting the foregoing, any failure on the part of a named insured to comply with reporting provisions or other conditions of the Insurance Policies, any breach of warranty, any action or inaction of a named insured or others, or any change in ownership of all or any portion of the Project or the Development Entity's Interest shall not affect coverage provided to the other named insureds or additional insureds (and their respective members, managers, directors, officers, employees, agents and Project consultants).

b. The insurance shall apply separately to each named insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Such provision shall provide that the interests and protections of each additional insured shall not be affected by any misrepresentation, act or omission of another named insured, or any breach by named insured of any provision in the policy that would otherwise result in forfeiture or reduction of coverage for the other insureds on the policy.

c. All endorsements adding additional insureds to required Insurance Policies shall contain no limitations, conditions, restrictions or exceptions to coverage in addition to those that apply under the Insurance Policy generally.

d. All endorsements adding additional insureds to required General Liability Insurance Policies for both on-going operations and completed operations shall be ISO endorsement CG 20 10 04 13 and CG 20 37 04 13 or either's equivalent (to ensure coverage for both operations and completed operations).

17.1.2.7 Additional Terms and Conditions

a. Each Insurance Policy shall be endorsed to state that coverage cannot be canceled, voided, suspended, adversely modified or reduced in coverage or in limits by the insurer except after 30 days' prior Notice (or 15 days in the case of cancellation for non-payment of premium) by registered or certified mail, return receipt requested (as is preferred) or via email, with hard copy to follow within seven Business Days (not preferred), has been given to the Department and each other insured requiring such notice. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

b. Each Insurance Policy shall provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of any professional liability and pollution liability Insurance Policies).

c. Each Insurance Policy shall otherwise not contain exclusions or gaps that reduce coverage below the minimum levels and required limits set forth herein.

d. The liability policy(ies) must contain the following endorsement:

"The insurer(s) shall not, without obtaining the express advance written permission from the Office of Chief Counsel of the Pennsylvania Department of Transportation (the Department), raise any defense involving in any way the jurisdiction of a Tribunal over the person of the Department, the immunity of the Department, its officers, agents or employees, the governmental nature of the Department, or the provisions of any statutes respecting suits against the Department.";

17.1.2.8 Waivers of Subrogation

The Development Entity waives all rights against the Indemnified Parties, for any claims to the extent covered by valid and collectible insurance placed by or on behalf of the Development Entity, including insurance obtained pursuant to this PA Section 17.1 (Insurance), except such rights as they may have to the proceeds of such insurance. If the Development Entity is deemed to self-insure a claim or loss under PA Section 17.1.4.3 (Prosecution of Insurance Claims), then the Development Entity's waiver shall apply as if it carried the required insurance. The Development Entity shall require all Contractors to provide similar waivers in writing each in favor of all other parties enumerated above. Each Insurance Policy, including workers' compensation if permitted under the applicable workers' compensation insurance Laws, shall include an express waiver of any right of subrogation against the Indemnified Parties or a consent to the insured's waiver of recovery in advance of loss, whether by endorsement or otherwise. A waiver of subrogation shall be effective as to a Person even though that Person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the Person had an insurable interest in the property damaged.

17.1.2.9 No Recourse

There shall be no recourse against the Department, the Commonwealth, or any other agency or department thereof, or any of their respective Constituents, for payment of premiums, deductibles and SIRs, or other amounts with respect to the Insurance Policies required hereunder, except to the extent of increased premium costs recoverable under PA Section 14.2 (Relief Event and Compensation Event Determinations) or PA Section 15.1 (Department Changes).

17.1.2.10 Support of Indemnifications

The Insurance Policies shall support but are not intended to limit the Development Entity's indemnification obligations under the Contract Documents.

17.1.2.11 Adjustments in Coverage Amounts

a. During the Term, as and to the extent that the Department elects to increase any minimum coverage limits as required pursuant hereto and as set forth under PA Exhibit 14 (Insurance Coverage Requirements), such additional premium costs shall be reimbursed to the Development Entity as a Compensation Event. Any such requirement for additional coverage shall be subject to the Development Entity's ability to obtain such additional coverage as and to the extent reasonably and commercially available.

b. Any Dispute regarding increases in limits or adjustments to deductibles shall be resolved according to the Dispute Resolution Procedures.

17.1.2.12 Contractor Insurance Requirements

a. The Development Entity's obligations regarding Contractors' insurance are contained in PA Exhibit 14 (Insurance Coverage Requirements).

b. If any Contractor fails to procure and keep in effect the insurance required of it under PA Exhibit 14 (Insurance Coverage Requirements) and the Department asserts the same as a Development Entity Default hereunder, the Development Entity may, within the applicable cure period, cure such Development Entity Default by: (i) causing such Contractor to obtain the requisite insurance and providing to the Department proof of insurance, (ii) procuring the requisite insurance for such Contractor and providing to the Department proof of insurance, or (iii) terminating the Contractor and removing its personnel from the Site.

17.1.2.13 Defense Costs

Where commercially available, no defense costs shall be included within or erode the limits of coverage of any of the Insurance Policies, except that defense costs may be included within the limits of coverage of professional and pollution liability Insurance Policies.

17.1.2.14 Contesting Denial of Coverage

If any insurer under an Insurance Policy denies coverage with respect to any claims reported to such insurer, upon the Development Entity's request, the Department and, to the extent necessary, the other Indemnified Parties shall cooperate in good faith to establish whether and to what extent to contest, and how to fund the cost of contesting, the denial of coverage; provided that if the reported claim is a matter covered by an indemnity in favor of an Indemnified Party, then the Development Entity shall bear all costs of contesting the denial of coverage.

17.1.2.15 Commercially Reasonable Insurance Rates

When, and as required, under this Project Agreement, the Department shall evaluate and determine Commercially Reasonable Insurance Rates based upon firm quotes obtained by the Development Entity from three or more established and recognized insurance providers for the Insurance Policies required under this PA Article 17 (Insurance; Performance Security; Indemnity) or PA Exhibit 14 (Insurance Coverage Requirements). In the event that market conditions do not allow for provision of three or more quotes to be provided, then the Development Entity shall provide declinations from recognized insurance providers so that the combined quote and declination responses number at least three.

17.1.2.16 Requirements Not Limiting

a. The Parties acknowledge and agree that: (i) requirements of specific coverage features or limits contained in this PA Article 17 (Insurance; Performance Security; Indemnity) and in PA Exhibit 14 (Insurance Coverage Requirements) are minimum coverages only and not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any Insurance Policy, (ii) specific reference to a given coverage feature is not intended to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type, and (iii) all insurance coverage and limits provided by the Development Entity, or by third parties pursuant to obligations of the Development Entity hereunder, and, in each case, available or applicable to this Project Agreement are intended to apply to the full extent of the Insurance Policies, and nothing contained in this Project Agreement limits, or shall be deemed to limit, the application of such insurance coverage.

b. It is understood that insurance coverage described herein does not limit any obligations or liability of the Development Entity under the Project Agreement. Furthermore, the insurance limits required hereunder are minimum limits only and not intended to restrict the liability imposed on the Development Entity, any Contractor, or any of its or their Subcontractors or Suppliers at any tier, or otherwise to limit or reduce coverage amounts or limits under any insurance policies procured by any such Persons.

17.1.3 Additional Insurance Policies

If the Development Entity carries (or procures) any other insurance applicable to this Project, then the Development Entity shall include the Indemnified Parties as additional insureds thereunder, if and to the extent they have an insurable interest. The additional insured endorsements shall be as described in PA Section 17.1.2.6 (*Policies with Insureds in Addition to the Development Entity*); and the Development Entity shall provide to the Department the proofs of coverage and copy of the policy described in PA Section 17.1.2.4 (*Verification of Coverage*). If, however, the Development Entity demonstrates to the Department that inclusion of such Persons as additional insureds will increase the premium, the Department will elect either to pay the increase in premium or forego additional insured coverage. The provisions of PA Sections 17.1.2.4 (*Verification of Coverage*), 17.1.2.6 (*Policies with Insureds in Addition to the Development Entity*), 17.1.2.7 (*Additional Terms and Conditions*), 17.1.2.8 (*Waivers of Subrogation*), 17.1.2.9 (*No Recourse*), 17.1.2.14 (*Contesting Denial of Coverage*) and 17.1.4 (*Prosecution of Insurance Claims*) shall apply to all such policies of insurance coverage, as if they were within the definition of Insurance Policies.

17.1.4 Prosecution of Insurance Claims

17.1.4.1 Unless otherwise directed by the Department in writing with respect to the Department's insurance claims and subject to the requirements of PA Sections 17.3 (*Indemnity by the Development Entity*) and 17.4 (*Defense and Indemnification Procedures*) below, the Development Entity shall be responsible for reporting and processing all potential claims by the Department or the Development Entity against the Insurance Policies required hereunder. The Development Entity agrees to report timely to the insurer(s) under such Insurance Policies any and all matters that may give rise to an insurance claim by the Development Entity or the Department or another Indemnified Party and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such Insurance Policies, whether for defense or indemnity or both. The Development Entity shall enforce all legal rights against the insurer under the applicable Insurance Policies and applicable Laws in order to collect thereon, including pursuing necessary litigation and enforcement of judgments, provided that the Development Entity shall be deemed to have satisfied this obligation if a judgment is not collectible through the exercise of lawful and diligent means.

17.1.4.2 The Department agrees to use its best efforts to promptly notify the Development Entity of the Department's incidents, potential claims against the Department or an Indemnified Party, and matters that may give rise to an insurance claim against the Department or a Indemnified Party, and to cooperate with the Development Entity as necessary for the Development Entity to fulfill its duties hereunder.

17.1.4.3 If the Development Entity has not put in place the insurances required under this Project Agreement as and when required under this Project Agreement or is unable to enforce and collect any such insurance for failure to assert and to pursue claims in accordance with the terms of the Insurance Policies (in each case subject to any excuse with respect to such requirements provided for under this Project Agreement), then for purposes of determining the Development Entity's liability and the limits thereon or determining reductions in compensation due from the Department to the Development Entity on account of available insurance, the Development Entity shall be treated as if it has elected to self-insure up to the full amount of insurance coverage that would have been available had the Development Entity performed such obligations and not committed such failure. Nothing in this PA Section 17.1.4 (*Prosecution of Insurance Claims*) or elsewhere in this PA Section 17.1 (*Insurance*) shall be construed to treat the Development Entity as electing to self-insure where the Development Entity is unable to collect due to the bankruptcy or insolvency of any insurer that at the time the Insurance Policy is written meets the rating qualifications set forth in this PA Section 17.1 (*Insurance*).

17.1.4.4 The Development Entity shall not settle or accept any settlement of any insurance claim that is in excess of \$100,000 or that involves any claim that has been asserted against the Department, the Commonwealth or any agency or department thereof, without prior written approval of the Department, provided that the Development Entity shall not be required to obtain the Department approval for workers' compensation claims. The Development Entity shall provide Notice to the Department promptly after settling or accepting any settlement of any insurance claim that either does not involve the Department, the Commonwealth, or any agency or department thereof or is valued at less than or equal to \$100,000.

17.1.4.5 If in any instance the Development Entity has not promptly performed its obligation to report to applicable insurers and process any potential insurance claim tendered by the Department or another Indemnified Party, then the Department or the other Indemnified Party may, but is not obligated to, (a) notify the Development Entity in writing of the Department's intent to report the claim directly with the insurer and thereafter process the claim, and (b) proceed with reporting and processing the claim if the Department or the other Indemnified Party does not receive from the Development Entity, within 10 days after so notifying the Development Entity, written proof that the Development Entity has reported the claim directly to the insurer or a written response from the Development Entity as to why it has not yet submitted such claim. The Department or the other Indemnified Party may dispense with such notice to the Development Entity if it is needed to legally preserve the claim.

17.1.5 Application of Insurance Proceeds

All Insurance Proceeds received for physical property damage to the Project under any Insurance Policies, other than any business interruption insurance maintained as part of such Insurance Policies, shall be first applied to repair, reconstruct, rehabilitate, restore, renew, reinstate and replace each part or parts of the Project with respect to which such proceeds were received. For avoidance of doubt, and without limiting either the provisions of PA Section 7.12.5 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*) or the Development Entity's right to assert a Relief Event or Compensation Event (or both), the Development Entity assumes all liabilities regarding, and shall maintain, rebuild, repair, restore or replace, all Work or other property within the Site, whether owned by the Development Entity or another Person, or both, in each case that is damaged until the Termination Date regardless of the cause of the damage or injury, at no additional cost to the Department.

17.1.6 Inadequacy of Required Coverages

The Department makes no representation that the scope of coverage and limits of liability specified for any Insurance Policy to be carried pursuant to this Project Agreement or approved variances therefrom are adequate to protect the Development Entity against its undertakings under this Project Agreement to the Department, or its liabilities to any third party. It is the responsibility of the Development Entity and each Contractor to determine if any changes or additional coverages are required to adequately protect their interests. No such limits of liability or approved variances therefrom shall preclude the Department from taking any actions as are available to it under the Contract Documents, or otherwise at Law.

17.1.7 Insurance Unavailability

17.1.7.1 If the Development Entity demonstrates to the Department's reasonable satisfaction that it has used diligent efforts in the global insurance and reinsurance markets to procure the required Insurance Policy coverages, and if despite such diligent efforts and through no fault of the Development Entity any Insurance Unavailability exists or occurs, the Department will consider in good faith alternative insurance packages and programs that provide coverage as comparable to that contemplated in this PA Section 17.1 (*Insurance*) as is possible under then-existing insurance market conditions.

17.1.7.2 If the required Insurance Policies are available from insurers meeting the financial requirements set forth in PA Section 17.1.2.1 (*Qualified Insurers*), but not at Commercially Reasonable Insurance Rates, then the Department may elect, at its sole option, exercisable by delivering Notice to the Development Entity, to not approve modification or elimination of insurance requirements and to pay 100% of the difference between the lowest available premium(s) and applicable Commercially Reasonable Insurance Rate(s).

17.1.7.3 In the Department's sole option exercisable by delivering to the Development Entity a Notice of Termination, in the event of Insurance Unavailability, the Department may elect not to proceed under either PA Section 17.1.7.1 (*Insurance Unavailability*) or PA Section 17.1.7.2 (*Insurance Unavailability*) and instead terminate this Project Agreement pursuant to PA Section 19.4.2 (*Notice of Election to Terminate — Insurance Unavailability*), subject in each case, to the Development Entity's rights under PA Section 19.4.3 (*Development Entity Options upon Department Notice*).

17.1.7.4 If the required insurance coverage is available in the market, the Department's decision to approve or disapprove a variance from the requirements of this PA Section 17.1 (*Insurance*) shall be final and not subject to the Dispute Resolution Procedures.

17.1.7.5 If Insurance Unavailability exists or occurs, the Development Entity shall review the global insurance and reinsurance markets Quarterly (prior to the Maintenance Period) and annually thereafter no later than 120 days prior to insurance program renewal, to track changes in market conditions and adjust insurance coverages as soon as the coverages become available at Commercially Reasonable Insurance Rates. The Development Entity shall keep the Department currently informed of insurance market conditions and deliver to the Department the information obtained from such Quarterly and annual reviews.

17.1.8 Insurance Premium Benchmarking

17.1.8.1 Generally

a. This PA Section 17.1.8 (*Insurance Premium Benchmarking*) allocates the risk between the Department and the Development Entity of significant increases or decreases in insurance premiums for certain Insurance Policies required during the Maintenance Period through an insurance benchmarking process. The benchmarking process shall only apply to insurance premiums associated with the Applicable Insurance Policies placed and maintained by the Development Entity during the Maintenance Period. It shall not apply to any other insurances carried by the Development Entity, including workers compensation, automobile liability, professional liability, pollution liability, railroad protective liability, drone or aviation insurance, or any other insurance that is not an Applicable Insurance Policy and is required to be placed, or placed regardless as to whether it is required to be placed under this Project Agreement. Premiums for insurance policies carried by Contractors, Subcontractors, or others besides the Development Entity also shall not be eligible for benchmarking.

b. The benchmarking process will occur first at the date on or after the one-year anniversary of the Substantial Completion Date where the Development Entity puts into place all three Applicable Insurance Policies (the "Initial Insurance Cost Review Period"), and thereafter at three-year intervals, as more fully described in the definition of "Insurance Cost Review Period". Note that, subject to other requirements and constraints set forth in PA Exhibit 14 (*Insurance Coverage Requirements*), the Development Entity may, at its option, provide the required insurance coverages under corporate insurance policies or programs, however, if this option is utilized, then the relevant premiums for such policies for insuring the Project shall only be used for benchmarking purposes if, in the subsequent Insurance Cost Review Period, the Development Entity continues to utilize its corporate insurance policies/programs. For the avoidance of doubt, if coverage is shifted from corporate policies/programs to stand-alone, project-

specific coverage, the benchmarking process must start all over again with the first three year period commencing when stand-alone, project-specific insurance policies are utilized (and not as of initial placement). Where Development Entity has elected to provide the commercial general liability insurance coverage required during the Maintenance Period pursuant to PA Exhibit 14 (*Insurance Coverage Requirements*) under a corporate insurance policy or program, such coverage shall be subject to a maximum general liability deductible/self-insured retention of \$250,000.

17.1.8.2 Establishing the Base Benchmarked Insurance Cost/Initial Insurance Cost Review Report.

a. Not later than 60 days after the Initial Insurance Cost Review Period, the Development Entity shall submit a report ("Initial Insurance Cost Review Report") to the Department that includes the following elements:

(i) the actual Applicable Insurance Policies for the annual period in the form and content required under this PA Article 17 (*Insurance; Performance Security; Indemnity*) and PA Exhibit 14 (*Insurance Coverage Requirements*) hereunder;

(ii) The premium invoices for each Applicable Insurance Policy and proof of payment;

(iii) A spreadsheet that includes detailed calculations of the Actual Benchmarked Insurance Cost (ABIC) for the three year period as adjusted for Excluded Premium Costs, if any;

(iv) A written analysis and explanation by the Development Entity's licensed insurance broker or insurance advisor setting forth (A) the effect (if any) that factors described in PA Section 17.1.8.5 (*Excluded Premium Costs*) with regard to Excluded Premium Costs have had on the premiums, and (B) the actual amount of the Excluded Premium Costs, if any; and

(v) A spreadsheet including detailed calculations of the final amount of the three-year allowable insurance premiums for the Applicable Insurance Policies, adjusted for any known surcharges or refunds and the calculated Excluded Premium Costs.

b. The Development Entity shall maintain copies of the actual Applicable Insurance Policies and the Initial Insurance Cost Review Report, as well as any subsequent Insurance Cost Review Reports as required below and make these documents available upon request of the Department or its designee for the entire Term plus 10 years.

c. The "Base Benchmarked Insurance Cost" (BBIC) shall be the greater of:

(i) the greater of (A) three times the total amount of first annual insurance premiums for Applicable Insurance Policies shown in the Financial Model and related Financial Modeling Data for the same insurance period, as such modelled premiums may have been adjusted due to Relief Events and Compensation Events, benchmarked for years two and three, and (B) the Actual Benchmarked Insurance Cost (ABIC) as of the Initial Insurance Cost Review Period; or

(ii) \$9,558,000.00 indexed at CPI from the effective date of Financial Close, as escalated for each annual insurance period based on the percentage change in CPI index value published immediately before the commencement of the annual insurance periods.

17.1.8.3 Determining Exceptional Costs or Exceptional Savings/Subsequent Insurance Cost Review Reports.

a. Not later than 60 days after the third anniversary of the completion of the Initial Insurance Cost Review Period and every three years thereafter, the Development Entity shall submit a report ("Insurance Cost Review Report") to the Department that includes the following elements:

(i) the actual Applicable Insurance Policies in the form and content required under this PA Article 17 (Insurance; Performance Security; Indemnity) and PA Exhibit 14 (Insurance Coverage Requirements) as required hereunder and thereunder for the most recent three-year Insurance Cost Review Period;

(ii) the premium invoices for each Applicable Insurance Policy;

(iii) if any of the Insurance Policies for the current Insurance Cost Review Period varies from the requirements under this PA Article 17 (Insurance; Performance Security; Indemnity) and PA Exhibit 14 (Insurance Coverage Requirements), or include any Excluded Premium Costs above, then a written analysis and explanation by the Development Entity's licensed insurance broker or insurance advisor setting forth (A) the effect (if any) that factors described in PA Section 17.1.8.5 (Excluded Premium Costs) with regard to Excluded Premium Costs have had on the premiums, and (B) the actual amount of the Excluded Premium Costs, if any;

(iv) a spreadsheet including detailed calculations of the final amount of the three-year allowable insurance premiums for the Applicable Insurance Policies, adjusted for any known surcharges or refunds and the calculated Excluded Premium Costs;

(v) the Insurance Cost Review Report for this period and any subsequent period must also include a comparison of the Actual Benchmarked Insurance Cost for the period to the Base Benchmarked Insurance Cost with the calculation showing whether there is an Exceptional Cost or Exceptional Savings; and

(vi) a narrative explaining what factors affected the premium during this Insurance Cost Review Period including any impact of claims, loss experience on other the Development Entity projects, market conditions, changes in the insurance coverages or program structure, etc.

b. The Department shall review the Development Entity's Insurance Cost Review Report, with accompanying data promptly following receipt, but in no event longer than 45 days after receipt of the full, final, compliant report. The Department, at its discretion and at its sole expense, may independently assess the accuracy of the information in any Insurance Cost Review Report and retains the right to perform its own independent insurance review, which may include retaining actuaries or other advisors, obtaining independent quotes for the applicable Insurance Policies or performing its own assessment as to the impact of factors described in PA Section 17.1.8.3a(vi) (Determining Exceptional Costs or Exceptional Savings/Subsequent Insurance Cost Review Reports) as well as PA Section 17.1.8.5 (Excluded Premium Costs) with regard to Excluded Premium Costs had on the Applicable Insurance Policy premiums or the Excluded Premium Costs. The Development Entity shall cooperate in good faith with any reasonable requests for additional information from the Department or its insurance or actuarial advisor.

c. The Department, with the Development Entity's cooperation, shall compare the ABIC from the just-concluded Insurance Cost Review Period with the indexed BBIC and document such calculated comparison.

17.1.8.4 Process for Making Payment Under Exceptional Cost or Exceptional Savings.

a. If the comparison results in an Exceptional Cost, then the Department shall reimburse, through the next Availability Payment after a formal determination has been made by the Department, an amount equal to 75% of the amount by which the Actual Benchmarked Insurance Cost exceed 130% of the Base Benchmarked Insurance Cost.

b. If the comparison results in an Exceptional Savings, then the Development Entity shall reimburse the Department, through a reduction in the next Availability Payment or Payments after a formal determination has been made by the Department, until the Department has received a refund equal to 75% of the amount by which the Actual Benchmarked Insurance Cost is less than 70% of the Base Benchmarked Insurance Cost.

c. In the event of a Dispute, the Department's determination shall be subject to the Dispute Resolution Procedures.

17.1.8.5 Excluded Premium Costs.

a. Portions of any insurance premiums (including any increases in premiums) attributable to any of the following factors (such premium costs, the "Excluded Premium Costs") shall not be considered in determining and comparing insurance premiums under the benchmarking process described in this section:

(i) Additional or extended coverages beyond those required under this PA Article 17 (Insurance; Performance Security; Indemnity) or PA Exhibit 14 (Insurance Coverage Requirements) (except any additional or extended Property and Business Interruption Insurance Policy coverages beyond that required under this PA Article 17 (Insurance; Performance Security; Indemnity) or PA Exhibit 14 (Insurance Coverage Requirements) (the "Maintenance Period Property Insurance"), unless directed by the Department in writing (this includes any premiums associated with covering other parties other than the Development Entity or the Department as a named insured; as well as any premiums associated with business income interruption);

(ii) That portion of any premium that constitutes any commission or fee paid to a broker;

(iii) Any premium cost increases attributable to reductions in deductibles or self-insured retentions below the deductible/self-insured retentions utilized during the Initial Insurance Review Period. In no event shall the premiums utilized in calculating either the Base Benchmarked Insurance Costs for the Initial Insurance Cost Review Period or the Actual Benchmarked Insurance Cost for any subsequent Insurance Cost Review Period be based on Property Insurance deductibles less than \$100,000 per occurrence for all other perils (AOPs) and \$250,000 or 1% of the policy limit for Flood, Earthquake/Earth Movement and named storms whichever is applicable during the Initial Insurance Review Period.

(iv) Any premium cost increases attributable to specific project conditions or loss experience on the Project or any loss experience attributable to the Development Entity on other projects, it being understood, acknowledged and agreed by the Development Entity that only cost increases attributable to market conditions, not those associated with project-specific or the Development Entity conditions or loss experience, are to be included in the benchmarking calculations.

(v) Other variations from the requirements for Insurance Policies under this PA Article 17 (*Insurance; Performance Security; Indemnity*) or PA Exhibit 14 (*Insurance Coverage Requirements*), unless specifically directed by the Department in writing.

17.1.8.6 The Department, at its sole discretion, may independently assess the accuracy of the information in any Insurance Review Report and retains the right to perform its own independent insurance review, which may include retaining advisors, obtaining independent quotes for the Required Minimum Insurance Policies or performing its own assessment as to the impact of factors described in PA Section 17.1.8.3a(vi) (*Determining Exceptional Costs or Exceptional Savings/Subsequent Insurance Cost Review Reports*) and the amount of increases for the Actual Benchmarked Insurance Costs that would have occurred absent the factors described in PA Section 17.1.8.5 (*Excluded Premium Costs*). If the Department elects to independently assess, then the Development Entity shall cooperate in good faith with any reasonable requests for additional information from the Department or its insurance advisor.

17.1.8.7 No adjustment shall be made to the Availability Payment unless the Development Entity has demonstrated that it obtained firm quotes from three or more established and recognized insurance providers for the Insurance Policies required under this PA Article 17 (*Insurance; Performance Security; Indemnity*) or PA Exhibit 14 (*Insurance Coverage Requirements*).

17.2 Performance and Payment Security

The Development Entity shall have the option of furnishing, or causing Lead Construction Contractor to furnish, either both of the P&P Bonds meeting the requirements of this PA Section 17.2 (*Performance and Payment Security*) as performance and payment security for the D&C Work. Furthermore, notwithstanding anything to the contrary in the Contract Documents, performance by a Surety of any of the obligations of the Development Entity shall not relieve of any of the Development Entity's other obligations hereunder, including those pertaining to the Surety's Nonconforming Work.

17.2.1 P&P Bonds

17.2.1.1 The Development Entity shall obtain and maintain, and deliver to the Department P&P Bonds, each in the amount, subject to PA Section 17.2.1.4, (*P&P Bonds*) equal to 25% of the D&C Amount, as identified in the Initial Base Case Financial Model, on or before NTP2, in each case identifying the Department and the Lenders or Collateral Agent as additional obligees under the multiple-obligee rider, in substantially the respective form attached at PA Exhibit 16 (*Forms of P&P Bonds*), securing the Development Entity's obligations to perform the Work and to ensure that payments owing to Claimants are made with respect to such Work.

17.2.1.2 The P&P Bonds shall each be issued by a properly licensed and U.S. Treasury listed surety(ies) that have not less than A or better and Class VIII by A.M. Best and Company's Insurance Reports Key Rating Guide, and are listed on Treasury Department Circular 570 (each such surety, a "Surety"). If either of the P&P Bonds are issued by more than one Surety, such P&P Bond(s) shall be executed on a joint and several basis, identifying the lead Surety (that will be the sole recipient of the Department communications, on behalf of all Sureties).

17.2.1.3 The performance and indemnity surety bond of the P&P Bonds shall provide performance security from NTP2 up to expiry of the Warranty Period. The payment surety bond of the P&P Bonds shall provide payment security from the Effective Date up to the later of (a) the date that is two years from the date of Substantial Completion; and (b) satisfaction/discharge/expiration of liens/claims filed against such payment surety bond. The Department may, in its sole discretion, consider a reduction to the penal sum available under the performance and indemnity surety bond of the P&P Bonds, or

replacement with a warranty bond on the same terms and conditions, to coincide with the Substantial Completion Date.

17.2.1.4 The penal sum of each of the P&P Bonds shall be adjusted pursuant to any Change Order or Project Agreement amendment that adjusts the D&C Amount so as to conform to the valuation requirement set forth in PA Section 17.2.1.1 (P&P Bonds).

17.2.2 Letters of Credit

17.2.2.1 General Provisions

Wherever in the Contract Documents the Development Entity has the option or obligation to deliver to the Department a letter of credit, the following provisions shall apply except to the extent expressly provided otherwise in the Contract Documents:

a. Except to the extent provided otherwise in the Contract Documents, the Development Entity shall ensure that the letter of credit shall:

- (i) be a standby letter of credit;
- (ii) at all times during the term of such letter of credit be maintained by a financial institution with long-term, unsecured debt ratings of not less than A- or A3 as applicable, issued by at least one of the Rating Agencies;
- (iii) be in a customary form;
- (iv) be payable immediately, conditioned only on presentment from the Department to the issuer by facsimile or by electronic means of a sight draft drawn on the letter of credit and a certificate stating that the Department has the right to draw under the letter of credit in the amount of the sight draft, up to the amount due to the Department, without requirement to present the original letter of credit;
- (v) provide an expiration date not earlier than one year from date of issue (or such longer term as may be required under the Contract Documents);
- (vi) allow for multiple draws; and
- (vii) name the Department as the beneficiary, except as otherwise expressly provided to the contrary in the Contract Documents.

b. Except as expressly provided otherwise in the Contract Documents, the Department will have the right under this Project Agreement to draw on the letter of credit after not less than five Business Days' prior Notice to the Development Entity for draws under clause (i) below and without prior notice to the Development Entity for draws under clause (ii) below, unless otherwise expressly provided in the Contract Documents with respect to the letter of credit if, (i) the Development Entity has failed to pay or perform when due the duty, obligation or liability under the Contract Documents for which the letter of credit is held, or (ii) the Development Entity for any reason fails to deliver to the Department a new or replacement letter of credit on the same terms as (A) required under this PA Section 17.2.2.1 (General Provisions), or (B) by not later than 30 days before the expiration date of the existing letter of credit, unless the applicable terms of the Contract Documents expressly require no further letter of credit with respect to the duty, obligation or liability in question. For all draws conditioned on prior Notice from the Department to the Development Entity, no such notice shall be required if it would

preclude draw before the expiration date of the letter of credit. Draw on the letter of credit shall not be conditioned on prior resort to any other security of the Development Entity. If the Department draws on the letter of credit under clause (i) above, the Department will use and apply the proceeds as provided in the Contract Documents for such letter of credit. If the Department draws on the letter of credit under clause (ii) above, the Department will be entitled to draw on the full face amount of the letter of credit and shall retain such amount as cash security to secure the obligations under the letter of credit without payment of interest to the Development Entity.

c. The Department will use and apply draws on letters of credit toward satisfying the relevant obligation of the Development Entity (or, if applicable, any other Person for which the letter of credit is performance security). If the Department receives proceeds of a draw in excess of the relevant obligation, the Department will promptly refund the excess to the Development Entity (or such other Person) after all relevant obligations are satisfied in full.

d. The Development Entity's sole remedy in connection with the improper presentment or payment of sight drafts drawn under letters of credit shall be to obtain from the Department a refund of the proceeds that are misapplied, interest thereon, at the Default Interest Rate from the date of improper draw until repaid, and subject to PA Section 18.6.3 (Limitations on Remedies), reimbursement of the reasonable costs the Development Entity incurs as a result of such misapplication; provided that at the time of such refund the Development Entity increases the amount of the letter of credit to the amount (if any) then required under applicable provisions of this Project Agreement. The Development Entity acknowledges that the presentment of sight drafts drawn upon a letter of credit could not under any circumstances cause the Development Entity injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy. Accordingly, the Development Entity covenants (a) not to request or instruct the issuer of any letter of credit to refrain from paying any sight draft drawn under the letter of credit, and (b) not to commence or pursue any legal proceeding seeking, and the Development Entity irrevocably waives and relinquishes any right, to enjoin, restrain, prevent, stop or delay any draw on any letter of credit.

e. If at any time, the issuer of any outstanding letter of credit delivered in accordance with the terms of this Project Agreement receives a current credit rating lower than that specified in PA Section 17.2.2.1a(ii) (General Provisions), the Development Entity shall (i) immediately after becoming aware, notify the Department thereof in writing, and (ii) promptly replace such letter of credit with a new letter of credit, conforming with the requirements of PA Section 17.2.2.1a (General Provisions). The Development Entity shall obtain and furnish all letters of credit and replacements thereof required hereunder at its sole cost and expense, and shall pay all charges imposed in connection with the Department's presentment of sight drafts and drawing against letters of credit or replacements thereof.

f. In the event the Department makes a permitted assignment of its rights and interests under this Project Agreement, the Development Entity shall cooperate so that concurrently with the effectiveness of such assignment, either replacement letters of credit for, or appropriate amendments to, the outstanding letters of credit shall be delivered to the assignee naming the assignee as beneficiary, at no cost to the Development Entity.

g. The Department acknowledges that if the letter of credit is performance security for a Person other than the Development Entity (e.g., a Key Contractor), the Department's draw may only be based on the underlying obligations of such Person.

17.3 Indemnity by the Development Entity

17.3.1 Subject to PA Section 17.3.2 (Indemnity by the Development Entity), the Development Entity shall release, defend (at the Department's option, in its sole discretion), indemnify

and hold harmless the Indemnified Parties from and against any and all Third Party Claims, Third Party Losses, and Losses incurred by the Indemnified Parties from Third Party Claims, in each case, directly arising out of, relating to, or resulting from:

17.3.1.1 the breach of the Contract Documents by the Development Entity;

17.3.1.2 the failure of any Development Entity-Related Entity to comply with the Governmental Approvals, any applicable Environmental Laws or other Laws (including Laws regarding Hazardous Materials Management) relating to the performance of the Work;

17.3.1.3 any actual patent or copyright infringement or other actual or allegedly improper appropriation or use by any Development Entity-Related Entity of Intellectual Property of any third party in performance of the Work, or arising out of any use in connection with the Project of methods, processes, designs, information, or other items furnished or communicated to the Department or another Indemnified Party pursuant to the Contract Documents; provided that this indemnity shall not apply to any infringement resulting from or arising out of the Department's failure or a failure at the direction of the Department to comply with written instructions regarding use provided to the Department by the Development Entity;

17.3.1.4 any and all stop notices, Liens and claims filed in connection with the Work, including all reasonable expenses and attorneys', accountants' and expert witness fees and costs incurred in discharging any stop notice, Lien or claim, and any other liability to Contractors, laborers and Suppliers for failure to pay sums due for their work, services, materials, goods, equipment or supplies in connection with the Work, including interest and attorney's fees, provided that the Department is not in default in payments owing (if any) to the Development Entity with respect to such Work;

17.3.1.5 (a) any Development Entity breach of or failure to perform an obligation that the Department owes to a third Person, including Governmental Entities, under Law or under any agreement between the Department and a third Person, where the Department has expressly delegated performance of the obligation to the Development Entity pursuant to the terms of the Contract Documents and where the agreement is previously disclosed or known to the Development Entity, or (b) the negligent or willful acts or omissions of any Development Entity-Related Entities that render the Department unable to perform or abide by an obligation that the Department owes to a third Person, including Governmental Entities, under any agreement between the Department and a third Person, where the agreement is previously disclosed or known to the Development Entity;

17.3.1.6 any actual grossly negligent; reckless, willful, or intentional misconduct (excluding intentional Development Entity Default); illegal activities (or inaction); fraud; criminal conduct; bad faith; violation of Law; violation or breach of contract (excluding breach of this Project Agreement); arbitrary or capricious acts on the part of any Development Entity-Related Entity in each case, arising out of, relating to, caused by, or otherwise associated with performance of the Work by any Development Entity-Related Entity;

17.3.1.7 any actual Development Entity Hazardous Materials Release;

17.3.1.8 any dispute or claim by a Utility Owner related to any Development Entity-Related Entity's performance of, or failure to perform, its obligations under any Utility agreement, but only to the extent related to the Work;

17.3.1.9 inverse condemnation, trespass, nuisance or similar taking of or harm to real property by reason of (a) the failure of any Development Entity-Related Entity to comply with Good

Industry Practice, requirements of the Contract Documents, Project Management Plan or Governmental Approvals, (b) the intentional misconduct or gross negligence of any Development Entity-Related Entity, or (c) the unauthorized entry onto or encroachment upon another's property by any Development Entity-Related Entity;

17.3.1.10 if applicable, any violation of any federal or state/commonwealth securities or similar law by any Development Entity-Related Entity related to financing for the Project;

17.3.1.11 Defects or Errors:

- a. in the Design Work that fails to comply with Good Industry Practice; or
- b. in the construction of the Project or performance of the Construction Work not in compliance with the Contract Documents;

17.3.1.12 any claim asserted or alleged against the Department in contradiction of PA Section 6.3.10 (*Limitations on the Development Entity's Right to Rely*);

17.3.1.13 all fines, penalties, or other fees imposed by any Governmental Entity arising out of, relating to, resulting from, or caused by the ownership, use, or operation of UASs by the Development Entity in connection with the Work;

17.3.1.14 the claim or assertion by any other developer, contractor (including Separate Contractor), or Highway Occupancy Permit Holder that any Development Entity-Related Entity interfered with, or hindered the progress or completion of, work being performed by such other developer, contractor (including Separate Contractor), or Highway Occupancy Permit Holder, or failed to cooperate reasonably with such other developer, contractor (including Separate Contractor), or Highway Occupancy Permit Holder so as to cause inconvenience, disruptions, delay or loss to the developer, contractor (including Separate Contractor), or Highway Occupancy Permit Holder, except where Development Entity-Related Entity was not in any manner engaged in performance of the Work on the Site;

17.3.1.15 if applicable, the authorization, issuance, sale, trading, redemption or servicing of the Issuer Bonds or any other bonds issued to finance the Project (whether the Department or another entity is the issuer), or the Development Entity's failure to comply with any requirement necessary to preserve the tax exempt status of interest paid on the Issuer Bonds or other bonds;

17.3.1.16 any dispute between the Development Entity and the Railroad party to a Railroad Agreement, or any Development Entity-Related Entity's performance of, or failure to perform, its obligations under a Railroad Agreement or any obligations the Development Entity is required under the Contract Documents to perform under a Railroad Agreement (or in either case a modification or separate agreement with the Railroad entered into by the Development Entity or the Department related to the Project) or any other required approval with respect to such Railroad;

If any Railroad Agreement contains provisions requiring the Department's contractor(s) to indemnify, defend, save, or hold harmless (or any of the foregoing, or words of similar effect) the Railroad with respect to any matters, then, subject to PA Section 17.3.1.17 (*Indemnity by the Development Entity*), then the Development Entity agrees to and shall perform and comply with such provisions of the Railroad Agreements (for the benefit of the Railroad, its employees and agents);

17.3.1.17 any breach of a Contract between a Development Entity-Related Entity and a third party; or

17.3.1.18 Any claims arising out of, relating to, or resulting from the Development Entity's use of the RIDs in the performance of the Work in violation of the terms of the Project Agreement and other than in those instances where the RIDs can be referenced for purposes of compensation or schedule relief as expressly afforded to the Development Entity hereunder.

17.3.2 The Development Entity's indemnity obligation under this PA Section 17.3 (*Indemnity by the Development Entity*) shall not extend to any Third Party Claims, Third Party Losses, and Losses incurred by the Indemnified Parties from Third Party Claims to the extent caused or contributed to by:

17.3.2.1 The sole negligence; recklessness, willful, or intentional misconduct (excluding intentional Development Entity Default); illegal activities (or inaction); fraud; criminal conduct; bad faith; violation or breach of contract (excluding breach of this Project Agreement); or arbitrary or capricious acts on the part of the Indemnified Party seeking indemnification;

17.3.2.2 an Indemnified Party's violation of any applicable Laws or applicable Governmental Approvals;

17.3.2.3 solely with respect to Third Party Losses, any material Defect inherent in a prescriptive design, or construction specification included in the Contract Documents that was not drafted or provided by the Development Entity under this Project Agreement, but only where, prior to occurrence of the Third Party Loss, the Development Entity complied with such specification and did not actually know, or would not reasonably have known, while exercising reasonable diligence, of such material defect or, if the Development Entity actually knew of the deficiency, unsuccessfully sought the Department's waiver or approval of a deviation, change, modification, alteration or exception from such specification; and

17.3.2.4 any Compensation Event or Relief Event.

17.3.3 In claims by an employee of the Development Entity, a Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this PA Section 17.3 (*Indemnity by the Development Entity*) shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Development Entity or a Contractor under workers' compensation, disability benefit or other employee benefits laws.

17.4 Defense and Indemnification Procedures

17.4.1 If any of the Indemnified Parties receives notice of a claim that it believes is within the scope of the indemnities under PA Section 17.3 (*Indemnity by the Development Entity*), the Department will, promptly after receipt of the claim, (a) notify the Development Entity in writing of the claim, (b) send to the Development Entity a copy of all written materials the Department has received asserting such claim, and (c) notify the Development Entity in writing whether the Department intends to defend, or to tender defense to the Development Entity (or that should no insurer accept defense of the claim, the Indemnified Party will conduct its own defense unless the Department elects and the Development Entity accepts the tender of the claim in accordance with PA Section 17.4.3 (*Defense and Indemnification Procedures*)). As soon as practicable after the Development Entity receives notice of a claim or otherwise has actual knowledge of a claim, it shall tender the claim in writing to the insurers under all potentially applicable Insurance Policies and comply with all notice requirements contained in such Insurance Policies. The Department and other Indemnified Parties also shall have the right to tender such claims to such insurers.

17.4.2 Subject to PA Section 17.4.4 (*Defense and Indemnification Procedures*), if the insurer under any applicable Insurance Policy accepts the tender of defense, the Department and the Development Entity shall cooperate in the defense as required by the Insurance Policy. If no insurer under potentially applicable Insurance Policies provides defense, then PA Section 17.4.3 (*Defense and Indemnification Procedures*) shall apply.

17.4.3 If the defense is tendered to the Development Entity, then within 30 days after receipt of the tender it shall notify the Indemnified Party whether it has tendered the matter to an insurer and (if not tendered to an insurer or if the insurer has rejected the tender) shall deliver a Notice stating that the Development Entity:

17.4.3.1 accepts the tender of defense and confirms that the claim is subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter;

17.4.3.2 accepts the tender of defense but with a "reservation of rights" in whole or in part, with a detailed statement as to the reasons for the "reservation of rights"; or

17.4.3.3 rejects the tender of defense based on a determination that it is not required to indemnify against the claim under the terms of this Project Agreement, with a detailed statement as to the reasons for the denial.

17.4.4 Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et. seq.), the Office of Attorney General shall have the authority in its sole discretion to represent the Department in any Third Party Claim brought against the Department. If the Development Entity accepts the tender of defense under PA Section 17.4.3.1 (*Defense and Indemnification Procedures*), the Development Entity acknowledges and agrees (and has caused the insurer to be so notified of the statutory requirements) that the Office of Attorney General shall represent and defend the Commonwealth, the Department and any officer, director, commissioner or employee of such Indemnified Parties. The foregoing shall not relieve the Development Entity's obligation to bear the fees and costs of defending and settling such claim. The Development Entity may, at the option of the Office of Attorney General, have the right to participate in the defense of the Indemnified Parties.

17.4.5 The Office of Attorney General may, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense of any Third Party Claim to the Development Entity or a Development Entity-Related Entity. During such defense:

17.4.5.1 the Development Entity shall fully and regularly inform the Indemnified Party and the Office of Attorney General of the progress of the defense and of any settlement discussions;

17.4.5.2 the Department shall fully cooperate in said defense, provide to the Development Entity all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to the Department, and maintain the confidentiality of all communications between it and the Development Entity concerning such defense; and

17.4.5.3 any settlement on behalf of the Indemnified Parties must be expressly approved by the Office of Attorney General.

17.4.6 If the Development Entity responds to the tender of defense as specified in PA Section 17.4.3.2 (*Defense and Indemnification Procedures*) or 17.4.3.3 (*Defense and Indemnification Procedures*), such Indemnified Parties shall also be represented by the Office of Attorney General who

shall otherwise control the defense of such claim, including settlement. The foregoing shall not relieve the Development Entity from its obligations to bear the fees and costs of defending and settling such claim.

17.4.7 Even if the Office of Attorney General has appointed counsel selected by the Development Entity to represent any of the Indemnified Parties, the Office of Attorney General may assume the defense of the applicable Indemnified Parties by delivering to the Development Entity Notice of such election and the reasons therefor, if the Indemnified Parties, at the time such Indemnified Party or Parties gives notice of the claim or at any time thereafter, reasonably determine(s) that:

17.4.7.1 a conflict exists between it and the Development Entity that prevents or potentially prevents the Development Entity from presenting a full and effective defense;

17.4.7.2 the Development Entity is otherwise not providing an effective defense in connection with the claim; or

17.4.7.3 the Development Entity lacks the financial capacity to satisfy potential liability or to provide an effective defense.

17.4.8 If any of the Indemnified Parties is entitled and elects to conduct its own defense pursuant hereto of a claim for which it is entitled to indemnification, the Development Entity shall reimburse on a current basis all reasonable costs and expenses any such Indemnified Parties incurs in investigating and defending, including attorney's fees. In the event the Indemnified Parties are entitled to and elect to conduct their own defense, then:

17.4.8.1 in the case of a defense conducted under PA Section 17.4.3.1 (*Defense and Indemnification Procedures*), it shall have the right to settle or compromise the claim with the Development Entity's prior written consent, which shall not be unreasonably withheld or delayed;

17.4.8.2 in the case of a defense conducted under PA Section 17.4.3.2 (*Defense and Indemnification Procedures*), it shall have the right to settle or compromise the claim with the Development Entity's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court following reasonable notice to the Development Entity and opportunity to be heard and without prejudice to the Indemnified Party's rights to be indemnified by the Development Entity; and

17.4.8.3 in the case of a defense conducted under PA Section 17.4.3.3 (*Defense and Indemnification Procedures*), it shall have the right to settle or compromise the claim without the Development Entity's prior written consent and without prejudice to its rights to be indemnified by the Development Entity.

17.4.9 A refusal of, or failure to accept, a tender of defense, as well as any Dispute over whether an Indemnified Party that has assumed control of defense is entitled to do so under PA Section 17.4.7 (*Defense and Indemnification Procedures*), shall be submitted in accordance with the Dispute Resolution Procedures. The Development Entity shall be entitled to contest an indemnification claim and pursue, through the Dispute Resolution Procedures, recovery of defense and indemnity payments it has made to or on behalf of the Indemnified Party.

17.4.10 In determining responsibilities and obligations for defending suits pursuant to this PA Section 17.4 (*Defense and Indemnification Procedures*), specific consideration shall be given by the Parties to the following factors: (a) the party performing the activity in question; (b) the location of the activity and incident; (c) contractual arrangements then governing the performance of the activity; and (d) allegations of respective fault contained in the claim.

17.4.11 In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Party and the Development Entity in the defense of any action, suit or proceeding pursuant to PA Section 17.3 (*Indemnity by the Development Entity*) or in the event that Commonwealth or local law requires the use of specific counsel, (a) such Indemnified Party may elect in its sole discretion whether to waive such conflict of interest, and (b) unless such Indemnified Party elects to waive such conflict of interest, or in any event if required by Commonwealth or local law, then the counsel designated by the Indemnified Party shall solely represent such Indemnified Party and, if applicable, the Development Entity shall retain its own separate counsel, each at the Development Entity's sole cost and expense.

**Article 18 DEFAULT; REMEDIES; OTHER DEPARTMENT RIGHTS;
DISPUTE RESOLUTION**

18.1 Default by the Development Entity; Cure Periods

18.1.1 Development Entity Default

Subject to relief from its performance obligations pursuant to PA Article 14 (*Relief Events; Compensation Events*), the Development Entity shall be in breach under this Project Agreement upon the occurrence of any one or more of the following events or conditions (each a "Development Entity Default"):

18.1.1.1 The Development Entity (a) fails to begin the applicable Work within 30 days following issuance of NTP1; (b) fails to satisfy all conditions assigned to it for issuance of NTP2 under PA Section 3.3.3 (*Notice to Proceed 2*) by the date that is 50 days after the NTP2 Conditions Deadline; or (c) fails to satisfy all conditions assigned to it for issuance of NTP3 under PA Section 3.3.4 (*Notice to Proceed 3*) by date that is 50 days after the NTP3 Conditions Deadline, as each of the same may be extended pursuant to this Project Agreement;

18.1.1.2 an Abandonment;

18.1.1.3 the Development Entity fails to achieve Substantial Completion by the Long Stop Date, or Final Acceptance by the Final Acceptance Deadline;

18.1.1.4 the Development Entity fails to make any undisputed payment due to the Department under the Contract Documents within thirty (30) days of a notice from the Department to the Development Entity that the Development Entity has failed to make such payment when due;

18.1.1.5 Subject to Section 16.3 (*Special Remedies for Mutual Breach of Representations and Covenants*), any representation or warranty in the Contract Documents made by the Development Entity, or any certificate, schedule, report, instrument or other document delivered by or on behalf of the Development Entity to the Department pursuant to the Contract Documents is false in a material aspect, materially misleading or materially inaccurate when made or omits material information when made;

18.1.1.6 Subject to PA Section 17.1.7 (*Insurance Unavailability*), the Development Entity fails to obtain, provide, maintain and deliver originals, certificates or required evidence of any insurance, surety bonds, guaranties, letters of credit or other payment or performance security as and when required under this Project Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Project Agreement pertaining to the amount, terms or coverage of the same;

18.1.1.7 the Development Entity makes or attempts to make or suffers a voluntary or involuntary assignment or transfer of all or any portion of this Project Agreement, the Project or the

Development Entity's Interest, or there occurs an Equity Transfer or Change of Control in violation of PA Article 20 (Assignment and Transfer);

18.1.1.8 the Development Entity fails to timely observe or perform or cause to be observed or performed any other material covenant, agreement, obligation, term or condition required to be observed or performed by the Development Entity under the Contract Documents; provided that this PA Section 18.1.1.8 (Development Entity Default) shall not apply to Development Entity Defaults specifically addressed by other provisions of PA Section 18.1.1 (Development Entity Default);

18.1.1.9 Unless continued performance of this Project Agreement is permitted under the terms of a debarment agreement with the Commonwealth, and after any rights of appeal have been exhausted, (a) there occurs any disqualification, suspension, or debarment (distinguished from ineligibility due to lack of financial qualifications), or otherwise excluded from bidding, or proposing or contracting with a federal or a Commonwealth department or agency of (i) the Development Entity; (ii) any Development Entity-Related Entity (excluding Subcontractors), (iii) any Affiliate for whom transfer of ownership would constitute a Change of Control, or (iv) any Equity Member, or (b) the Development Entity has not dismissed any Contractor or Subcontractor whose work is not substantially complete and who it is aware of (exercising all reasonable diligence) is determined disqualified, suspended or debarred, or otherwise excluded from bidding, or proposing or contracting with a federal or a Commonwealth department or agency;

18.1.1.10 If a remedial plan is required under the terms of PA Section 18.3.4 (Remedial Action Plan Delivery and Implementation), the Development Entity (a) fails to deliver to the Department any remedial action plan as may be required pursuant to PA Section 18.3.4 (Remedial Action Plan Delivery and Implementation), or (b) otherwise fails to fully comply with the schedule or portions, or take required actions required under, any such approved remedial action plan;

18.1.1.11 the Development Entity commences a voluntary case seeking liquidation, reorganization or other relief with respect to itself or its debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect, seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; is adjudged bankrupt or insolvent or has entered against it an order for relief in any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any similar Law, or generally does not pay its debts as they become due; admits in writing its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing;

18.1.1.12 an involuntary case is commenced against the Development Entity seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to the Development Entity or the Development Entity's debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Development Entity or any substantial part of the Development Entity's assets; seeking the issuance of a writ of attachment, execution, or similar process with respect to all or substantially all of the Development Entity's assets; or seeking like relief, and such involuntary case shall not be contested by the Development Entity in good faith or shall remain undismissed and unstayed for a period of 60 days; the foregoing in this PA Section 18.1.1.12 constitutes the definition of "Bankruptcy" and is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(a) and 18-304 of the Delaware Limited Liability Company Act;

18.1.1.13 any voluntary or involuntary case or other act or event described in PA Section 18.1.1.11 (Development Entity Default) and PA Section 18.1.1.12 (Development Entity Default) shall occur (and in the case of an involuntary case shall not be contested in good faith or shall remain

undismissed and unstayed for a period of 60 days) with respect to (i) any Equity Member that has not contributed its full Committed Investment to the Development Entity and where such Committed Investment is not otherwise secured by a letter of credit, (ii) the Lead Construction Contractor, or (ii) any equity member, joint venture participant, or partner of Lead Construction Contractor, unless in each case the Development Entity provides a reasonable replacement satisfactory to the Department within a 90 day period, or demonstrates to the Department's satisfaction that it can continue to perform the Work;

18.1.1.14 the Development Entity fails to comply with the Department's written suspension of Work order issued in accordance with PA Section 18.3.6 (*Suspension of Work*) within the time reasonably allowed in such order;

18.1.1.15 a levy under execution or attachment has been made against all or any part of the Project or any interest therein (including the Development Entity's Interest) as a result of any Lien created, incurred, assumed or suffered to exist by the Development Entity or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of 60 days, unless such levy resulted from actions or omissions of the Department;

18.1.1.16 the Development Entity fails to make any undisputed payment due to any Key Contractor, the Contractor(s) to the IQF Contract(s), or DBE Contractor when due;

18.1.1.17 Occurrence of Persistent Breach; or

18.1.1.18 Occurrence of a Noncompliance Default Trigger.

18.1.2 Cure and Forbearance Periods

For the purpose of the Department's exercise of other remedies, subject to PA Section 18.2.2 (*Effect of Remedial Notice on the Development Entity Cure Period*) and subject to remedies that this PA Article 18 (*Default; Remedies; Other Department Rights; Dispute Resolution*) expressly states may be exercised before lapse of a cure period, the Development Entity shall have the following cure periods with respect to the following Development Entity Defaults:

18.1.2.1 respecting a Development Entity Default under PA Section 18.1.1.1 (*Development Entity Default*), 18.1.1.2 (*Development Entity Default*), 18.1.1.4 (*Development Entity Default*), or 18.1.1.16 (*Development Entity Default*), a period of 10 days after the Department delivers to the Development Entity Notice of Development Entity Default;

18.1.2.2 respecting a Development Entity Default under PA Section 18.1.1.6 (*Development Entity Default*) for a period of 30 days after the Department delivers to the Development Entity Notice of Development Entity Default; provided that the Department will have the right, but not the obligation, to effect cure, at the Development Entity's expense, if a Development Entity Default under PA Section 18.1.1.6 (*Development Entity Default*) continues beyond five days after such notice is delivered;

18.1.2.3 respecting a Development Entity Default under PA Sections 18.1.1.5 (*Development Entity Default*), 18.1.1.10 (*Development Entity Default*) or 18.1.1.8 (*Development Entity Default*) (excepting as set forth in PA Section 18.1.2.4 (*Cure and Forbearance Periods*)), a period of 30 days after the Department delivers to the Development Entity Notice of Development Entity Default; provided that (a) if Development Entity Default is of such a nature that the cure cannot with diligence be completed within such time period and the Development Entity has commenced meaningful steps to cure promptly after receiving the default notice, the Development Entity shall have such additional period of time, up to a maximum cure period of 120 days, as is reasonably necessary to diligently effect cure, and

(b) as to PA Section 18.1.1.5 (*Development Entity Default*), cure will be regarded as complete when the adverse effects of the breach are cured;

18.1.2.4 respecting a Development Entity Default under PA Sections 18.1.1.3 (*Development Entity Default*), 18.1.1.7 (*Development Entity Default*), 18.1.1.11 (*Development Entity Default*), 18.1.1.12 (*Development Entity Default*), 18.1.1.14 (*Development Entity Default*), 18.1.1.15 (*Development Entity Default*), 18.1.1.17 (*Development Entity Default*), or 18.1.1.18 (*Development Entity Default*), 18.1.1.8 (*Development Entity Default*) (solely with respect to unexcused failure to achieve Financial Close), no cure period, and there shall be no right to notice of a Development Entity Default under PA Sections 18.1.1.11 (*Development Entity Default*) or 18.1.1.12 (*Development Entity Default*);

18.1.2.5 respecting a Development Entity Default under PA Section 18.1.1.9 (*Development Entity Default*), no cure period; provided, however, if the debarred or suspended Person is a managing member, general partner or controlling investor of the Development Entity, cure will be regarded as complete when the Development Entity proves it has removed such Person from any position or ability to manage, direct or control the decisions of the Development Entity or to perform Work, and if the debarred or suspended Person is a Key Contractor cure will be regarded as complete when the Development Entity replaces the Key Contractor with the Department's prior written approval in its good faith discretion as provided in PA Section 11.3.1 (*Use of and Change in Key Contractors*); and

18.1.2.6 respecting a Development Entity Default under PA Section 18.1.1.13 (*Development Entity Default*), a period of 10 days from the date of Development Entity Default to commence diligent efforts to cure, and 30 days to effect cure of such default by providing a letter of credit or payment to the Department or the Collateral Agent for the benefit of the Project, in the amount of the member's financial obligation for equity or shareholder loan contributions to or for the benefit of the Development Entity.

18.1.3 Certain Curative Actions; Status Reports

18.1.3.1 For any Development Entity Default for which a Remedial Notice has been delivered by the Department to the Development Entity, the Development Entity may request from the Department a status report as to the Development Entity's progress in effecting a cure, by delivering to the Department a written request accompanied by the Development Entity's own report as to its progress in effecting a cure. The Department will provide its response within 10 Business Days after receipt of the Development Entity's written request and report. The response shall be provided solely for purposes of informing the Development Entity as to the Department's view of the progress in effecting a cure for the applicable Development Entity Default, shall not constitute an admission of any fact, shall not be admissible in evidence for any purpose, shall not form the basis for any Dispute and shall not limit in any way the Department's right to terminate this Project Agreement in accordance with PA Section 19.2 (*Termination for Development Entity Default*) should cure not be effected within the relevant period.

18.2 Remedial Notices

18.2.1 Remedial Notice Events

To avoid a termination for a Development Entity Default, where the Development Entity has breached its obligations under this Agreement and such breach if remained uncured will substantially likely become a Development Entity Default, then without prejudice to any other right or remedy available to the Department, the Department may, but in no case shall be required to, deliver a Notice (a "Remedial Notice") to the Development Entity stating explicitly that it is a "Remedial Notice" and stating in reasonable detail the matter or matters giving rise to the Remedial Notice and, if applicable, amounts due from the

Development Entity, and requesting a remedial plan in accordance with PA Section 18.3.4 (*Remedial Action Plan Delivery and Implementation*).

18.2.2 Effect of Remedial Notice on the Development Entity Cure Period

18.2.2.1 The Department may also issue a Remedial Notice for any Development Entity Default issued under PA Section 18.1 (*Default by the Development Entity; Cure Periods*) prior to triggering a Default Termination Event. In such case the cure period available to the Development Entity under PA Section 18.1.2 (*Cure and Forbearance Periods*), if any, for such Development Entity Default before triggering a Default Termination Event shall be extended by the time period indicated in the Remedial Notice is issued and the Parties will coordinate as described in PA Section 18.2.1 (*Remedial Notice Events*) above.

18.2.2.2 The issuance of a Remedial Notice shall entitle the Department to increase the level of oversight as provided in PA Section 18.3.8 (*Increased Oversight, Testing, and Inspection*).

18.3 Remedies for Development Entity Default

18.3.1 Termination

In the event of any Development Entity Default that is or becomes a Default Termination Event set forth in PA Section 19.2.1 (*Development Entity Defaults Triggering Department Termination Rights*), the Department may terminate this Project Agreement and the Department following any such notice terminating the Project Agreement due to a Default Termination Event may take control of the Work, which termination shall, among other things, automatically terminate all of the Development Entity's rights under PA Section 2.1 (*Grant of Department for Undertaking*), whereupon the Development Entity shall take all action required to be taken by the Development Entity under PA Section 19.5 (*Termination Procedures and Duties*).

18.3.2 Step-in Rights

Following a Development Entity Default and expiration of the full cure period, if any, and where the Development Entity has not fully cured the Development Entity Default during such cure period, if any, and without waiving or releasing the Development Entity from any obligations, the Department will have the right, but not the obligation, for so long as such Development Entity Default remains uncured by the Department or the Development Entity, to pay and perform all or any portion of the Development Entity's obligations; provided, that if this PA Section 18.3.2 (*Step-in Rights*) applies and the Department intends to take action, the Department shall notify the Development Entity in writing of such action; provided that in the case of an Emergency, the Department may take any action it reasonably believes is necessary in order to mitigate or contain such Emergency without prior notice to the Development Entity.

18.3.2.1 In connection with such action, the Department may, and to the extent reasonably required for curing the Development Entity Default, and expiration of any cure period, if any, in each case, without limiting the Department's rights relating to Emergencies, as detailed just above:

- a. perform or attempt to perform or caused to be performed, such Work;
- b. employ security guards and other safeguards to protect the Project;
- c. spend such reasonable sums as the Department deems are reasonably necessary to employ and pay such architects, engineers, consultants and contractors and obtain materials and equipment as may be required, without obligation or liability to the Development Entity or any Contractors for loss of

opportunity to perform the Work or supply the same materials and equipment, in each case that are the subject of the uncured Development Entity Default;

d. draw on and use proceeds from P&P Bonds or other performance security issued by the Development Entity expressly for the benefit of the Department, and in each instance when in place pursuant to the terms of this Project Agreement, to the extent available under the terms thereof to pay such sums;

e. execute all applications, certificates and other documents as may be required;

f. make decisions respecting, assume control over and continue the relevant Work as may be reasonably required;

g. meet with, coordinate with, direct and instruct contractors and suppliers, process invoices and applications for payment from contractors and suppliers, pay contractors and suppliers reasonable and documented amounts, and resolve claims of contractors, subcontractors and suppliers, and for this purpose the Development Entity irrevocably appoints the Department as its attorney-in-fact with full power and authority to act for and bind the Development Entity in its place and stead;

h. take any and all other actions it may in its reasonable discretion consider necessary to effect cure and perform the Work; and

i. prosecute and defend any action or proceeding incident to the Work undertaken.

18.3.2.2 Upon receipt of supporting documentation evidencing the reasonable amounts expended, the Development Entity shall reimburse the Department within 45 days for its Department Recoverable Costs in connection with the performance of any act or Work authorized by this PA Section 18.3.2 (*Step-in Rights*) or where this Agreement is terminated any such amounts will reduce any Termination Compensation to be paid to the Development Entity.

18.3.2.3 Neither the Department nor any of its Constituents shall be liable to the Development Entity in any manner for any damage, losses, quality of performance, payment or inconvenience or disturbance arising out of its exercise of the step-in rights under this PA Section 18.3.2 (*Step-in Rights*), unless caused by the failure to comply with the provisions of PA Section 18.3.2.1 (*Step-in Rights*), or the gross negligence, recklessness, willful misconduct or bad faith of such Person. If any Person exercises any right to pay or perform under this PA Section 18.3.2 (*Step-in Rights*), it nevertheless shall have no liability to the Development Entity for the sufficiency or adequacy of any such payment or performance, or for the manner or quality of design, construction, or Maintenance Work, unless caused by the gross negligence, recklessness, willful misconduct or bad faith of such Person.

18.3.2.4 The rights under this PA Section 18.3.2 (*Step-in Rights*) are without prejudice to the obligation of any Surety under P&P Bonds to assume performance and completion of all bonded work.

18.3.2.5 In the event the Department takes action described in this PA Section 18.3.2 (*Step-in Rights*) and it is later finally determined that the Department lacked the right to do so because there did not occur a Development Entity Default or because the Development Entity had previously fully cured the default in accordance with this Project Agreement or the Development Entity was taking action to cure such Development Entity Default and the Department stepped-in in breach of PA Section 18.3.2 (*Step-in Rights*), then, without limiting the other provisions of PA Article 14 (*Relief Events; Compensation Events*), the Development Entity may assert a claim of a Department-Caused Delay.

18.3.2.6 In addition to its other rights of access to the Site contained in the Contract Documents, the Department shall have, and the Development Entity hereby grants, a perpetual, non-rescindable right of entry by the Department and its contractors, subcontractors, vendors and employees onto all Temporary Interests, exercisable at any time without notice, for the purpose of carrying out the Department's step-in rights under this PA Section 18.3.2 (*Step-in Rights*).

18.3.2.7 In the case of a Development Entity Default that would either immediately or, following the applicable grace period or the giving of Notice or both, constitute a Default Termination Event enabling the Department to terminate or suspend the Development Entity's obligations under this Project Agreement, where the Department acknowledges that its rights under this PA Section 18.3.2 (*Step-in Rights*) are subject to Lender rights to cure under the Direct Agreement, and without limiting the Parties' acknowledgements under PA Section 16.5 (*Acknowledgement of Lender Rights under the Direct Agreement*), the Department may continue exercise of its step-in rights until the Lender obtains possession and control and notifies the Department that it stands ready to commence good faith, diligent curative action.

18.3.3 Damages; Offset

18.3.3.1 Subject to PA Section 18.3.10 (*Other Rights and Remedies*), PA Section 18.3.11 (*Cumulative, Non-Exclusive Remedies*), and PA Section 18.3.12 (*Limitation on Consequential Damages*), and the provisions on Deductions set forth in PA Section 18.4 (*Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees*), the Department will be entitled to recover any and all damages available at Law (subject to the duty at Law to mitigate damages and without duplicate recovery) on account of the occurrence of a Development Entity Default, including, to the extent available at Law, (a) loss of any compensation due the Department under the Contract Documents proximately caused by Development Entity Default, (b) actual costs incurred by the Department to remedy any Defective part of the Work, (c) actual costs incurred by the Department to rectify any breach or failure to perform by the Development Entity or to bring the condition of the Project to the standard it would have been in if the Development Entity had complied with its obligations to carry out and complete the Work in accordance with the Contract Documents, (d) actual costs to the Department to terminate, take over the Project, re-procure and replace the Development Entity, and (e) actual increases in costs to the Department to complete the Project if not completed, together with interest thereon at the Default Interest Rate commencing from the date any amount becomes due to the Department until paid. The Development Entity shall owe any such damages that accrue after the occurrence of Development Entity Default and the delivery of notice thereof, if any, required by this Project Agreement regardless of whether Development Entity Default is subsequently cured.

18.3.3.2 In addition, and notwithstanding whether there exists any Development Entity Default,

a. the Department may deduct and offset the amount of any demand for payment of money or damages from the Development Entity to the Department then due and owing to the Department and not otherwise subject to Dispute by the Development Entity from and against any amounts the Department may owe to the Development Entity pursuant to this Project Agreement. Without limiting the foregoing, except for damages liquidated by the Monthly Noncompliance Adjustments and Lane Closure Rental Fees under PA Exhibit 6 (*Payment Mechanism*), the Availability Payments are subject to deduction and offset for the amount of any damages attributable to any Development Entity Default. The Department will not deduct Disputed amounts from payments owed hereunder until the amount in Dispute exceeds expected remaining payments under the Contract Documents, with payment pending resolution of the Dispute.

b. the Department, on behalf of the Commonwealth, may set off the amount of any Tax liability to the Commonwealth or other obligation of the Development Entity or its subsidiaries to the Commonwealth against any payments due to the Development Entity under this Project Agreement.

18.3.4 Remedial Action Plan Delivery and Implementation

18.3.4.1 Upon the occurrence of a Development Entity Default or where it is objectively certain that based on the Baseline Project Schedule and corresponding Project Schedule Updates that the Development Entity will not achieve Substantial Completion by the Long Stop Date ("Early Warning Trigger") and subject to the Development Entity's right to Dispute the same, within 10 days after a Remedial Notice of such Development Entity Default, Early Warning Trigger or within such other reasonable time period taking into account the nature of the Development Entity Default, be required to prepare and submit a remedial action plan for the Department approval, which approval shall be to confirm that the proposed remedial action plan addresses the Development Entity Default or Early Warning Trigger and the Development Entity's ability to remedy the underlying obligation and cause it to comply with the requirements of the Contract Documents or accelerate the Work in a manner that is able to achieve Substantial Completion by the Long Stop Date for an Early Warning Trigger.

18.3.4.2 The remedial action plan shall set forth a schedule and specific actions to be taken by the Development Entity to cure the Development Entity Default or address and resolve the cause of the Early Warning Trigger. Such actions may include, if applicable to the Development Entity Default, revisions to the Development Entity's quality management practices, plans and procedures, revising and restating components of the Management Plans, changes in organizational and management structure, increased monitoring and inspections, changes in Key Personnel, Required Personnel, and other important personnel, replacement of Contractors, corrective measures necessary to expedite the progress of construction if necessary to account for any delays related to the Development Entity Default or Early Warning Trigger and to demonstrate ability to achieve any directly impacted Milestone Deadline including (a) working additional shifts or overtime, or (b) supplying additional manpower, equipment and facilities, and delivery of security to the Department.

18.3.4.3 Within 15 Business Days after receipt of a remedial action plan for the Department approval, the Department will notify the Development Entity whether the remedial action plan is approved. Without limiting the Department's rights under PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*), if the Department does not approve the Development Entity's remedial action plan, then the Department may, but shall not be obligated to, require the Development Entity to revise and resubmit a remedial action plan, consistent with the Department's direction (which shall not be, nor be construed to be, a Department Change or Directive Letter hereunder), and the Development Entity shall resubmit a remedial action plan consistent with such the Department direction for the Department approval, in the Department's sole discretion. If approved, then the Development Entity shall complete the approved remedial action plan in accordance with its terms.

If the remedial action plan is as a result of the occurrence of a Noncompliance Default Trigger, then the Department's notice under PA Section 18.3.4.3 (*Remedial Action Plan Delivery and Implementation*) shall specify the reduction, if any, in the number of Noncompliance Points accrued by the Development Entity, as determined by the Department in its sole discretion, to occur upon completion of the approved remedial action plan. Noncompliance Points that are reduced, upon completion of the approved remedial action plan (a) will not be counted for purposes of determining any subsequent Noncompliance Default Triggers, but (b) during the Maintenance Period, will continue to be counted for purposes of any Monthly Noncompliance Adjustments.

18.3.5 Performance Security

18.3.5.1 Upon the occurrence of a Development Entity Default and expiration, without full and complete cure, of the applicable cure period, if any, under PA Section 18.1.2 (*Cure and Forbearance Periods*), without necessity for a Remedial Notice, and without waiving or releasing the Development Entity from any obligations, the Department will be entitled to make demand upon and enforce any surety bond, and make demand upon, draw on and enforce and collect any letter of credit, guaranty, or other payment or performance security available to the Department under this Project Agreement with respect to Development Entity Default in question in any order in the Department's sole discretion. Where access to a surety bond, letter of credit, or other payment or performance security is to satisfy damages owing and not subject to Dispute, the Department will be entitled to make demand, draw, enforce and collect regardless of whether Development Entity Default is cured subsequent to such draw. The Department will apply the proceeds of any such action to the satisfaction of the Development Entity's obligations under the Contract Documents, including payment of amounts due the Department. The foregoing does not limit or affect any other right of the Department to make demand upon and enforce any surety bond, and make demand upon, draw on and enforce and collect any other payment or performance security, immediately after the Department is entitled to do so under such surety other payment or performance security.

18.3.6 Suspension of Work

18.3.6.1 The Department will have the right and authority to suspend any affected portion of the Work by written order to the Development Entity, for the Development Entity's failure to cure, within the applicable cure period available to the Development Entity (if any), any Development Entity Default.

18.3.6.2 The Department will lift the suspension order promptly after the Development Entity fully cures the applicable breach or failure to perform (without limiting any other Department right under this Project Agreement and subject to applicable Law).

18.3.6.3 The Development Entity shall promptly, taking into account reasonable timing for demobilization and otherwise, comply with any such written suspension order, even if the Development Entity Disputes the grounds for suspension. The Development Entity shall promptly, taking into account timing for remobilization and otherwise, recommence the Work upon receipt of Notice from the Department directing the Development Entity to resume Work.

18.3.6.4 The Department shall not have any liability to the Development Entity, and the Development Entity shall have no right to a Relief Event or Compensation Event, in connection with any suspension of Work properly founded on any of the grounds set forth in this PA Section 18.3.6 (*Suspension of Work*). If the Department improperly orders suspension of Work under this PA Section 18.3.6 (*Suspension of Work*), or if the Department orders suspension of Work for any other reason, it shall be treated as a Directive Letter.

18.3.7 During any suspension periods directed by the Department under this PA Section 18.3 (*Remedies for Development Entity Default*), the Development Entity shall continue to be responsible for the Project and shall take such precautions as may be necessary to prevent loss or damage to the Work. The Development Entity shall also maintain all Insurance Policies, P&P Bonds, guaranties, letters of credit and other security for payment or performance placed or required to be in placed under this Project Agreement during such period, and necessary to comply with all applicable Governmental Approvals and applicable Laws. The Development Entity shall, unless otherwise directed by the Department, continue to be responsible for traffic control, erosion control, and maintenance of the roadway in accordance with this Project Agreement.

18.3.8 Increased Oversight, Testing, and Inspection

18.3.8.1 If the Department cannot confirm that: (a) a portion of the Design Work, Construction Work, or the Maintenance Work is in accordance with the requirements of the Contract Documents due to a lack of documented inspection or testing by the Development Entity as required under the Contract Documents, or (b) the Development Entity is implementing, revising, or updating a testing and inspection plan in accordance with the Contract Documents for the Design Work, the Construction Work, or the Maintenance Work, the Department will have the right but not the obligation, to increase monitoring, inspection, sampling, measuring, testing and oversight (collectively, "Increased Oversight") over the Project. The Increased Oversight will continue until the Development Entity corrects such deficiencies in the Department's reasonable discretion or the Department accepts such updated testing and inspection plan.

18.3.8.2 If the Increased Oversight reveals: (a) a failure to perform such Work in accordance with the Quality Management Plan, (b) that the Quality Management Plan does not comply with the Contract Documents, or (c) that such Work is not in accordance with the Contract Documents, the Development Entity shall be responsible for the costs of such Increased Oversight. Without limiting the Department's right to offset amounts under PA Section 18.3.3.2 (*Damages; Offset*), the Development Entity shall pay and reimburse the Department within 30 days after receipt of written demand and reasonable supporting documentation for all increased costs and fees the Department incurs in connection with such Increased Oversight, including Department Recoverable Costs.

18.3.8.3 If the Increased Oversight does not reveal any failure set forth in PA Section 18.3.8.2 (*Increased Oversight, Testing, and Inspection*), the costs of the Increased Oversight shall be borne by the Department, including any cost to the Development Entity for damage or delay to the Work.

18.3.8.4 The foregoing does not preclude the Department, at its sole discretion and expense, from Increased Oversight at other times.

18.3.9 Remedies for Failure to Meet Safety Standards or Perform Safety Compliance

18.3.9.1 If at any time the Development Entity or the Surety under P&P Bonds fails to meet any Safety Standard or timely perform Safety Compliance, or the Department and the Development Entity cannot reach an agreement regarding the interpretation or application of a Safety Standard or the valid issuance of a Safety Compliance Order within a period of time acceptable to the Department, acting reasonably, the Department shall have the absolute right and entitlement to undertake or direct the Development Entity to undertake any work required to ensure implementation of and compliance with Safety Standards as interpreted or applied by the Department or with the Safety Compliance Order. If at any time a condition or deficiency of the Project violates any Law respecting health, safety or right of use and access, including the Americans With Disabilities Act and regulations of the Occupational Safety and Health Administration (OSHA), the Department may take any immediate corrective actions required.

18.3.9.2 To the extent that any work done pursuant to PA Section 18.3.9.1 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) is undertaken by the Department and is reasonably necessary to comply with Safety Standards, perform validly issued Safety Compliance Orders, or correct a violation of Law respecting health, safety or right of use and access, the Development Entity shall pay to the Department on demand the Department Recoverable Costs in connection with such work, and the Department (whether it undertakes the work or has directed the Development Entity to undertake the work) shall have no obligation or liability to compensate the Development Entity for any Losses the Development Entity suffers or incurs as a result thereof.

18.3.9.3 To the extent that any work done pursuant to PA Section 18.3.9.1 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) is undertaken by the Department and

is not reasonably necessary to comply with Safety Standards, perform validly issued Safety Compliance Orders or correct a violation of Law respecting health, safety or right of use and access, the Development Entity may seek relief under PA Article 14 (*Relief Events; Compensation Events*).

18.3.9.4 To the extent that any Work undertaken by the Development Entity pursuant to PA Section 18.3.9.1 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) is undertaken by the Development Entity under written protest delivered prior to starting the Work and it is finally determined pursuant to the Dispute Resolution Procedures that such Work was not necessary, the unnecessary Work shall be treated as a Department Change.

18.3.9.5 Notwithstanding anything to the contrary in the Contract Documents, if in the good faith judgment of the Department, the Development Entity has failed to meet any Safety Standards or perform Safety Compliance and the failure results in an Emergency or danger to persons or property, and if the Development Entity is not then diligently taking all necessary steps to rectify or deal with such Emergency or danger, the Department may (but is not obligated to), without Notice and without awaiting lapse of the period to cure any breach, and in addition and without prejudice to its other remedies, (a) immediately take such action as may be reasonably necessary to rectify the Emergency or danger, in which event the Development Entity shall pay to the Department the cost of such action, including the Department Recoverable Costs, or (b) suspend Work or close or cause to be closed any and all portions of Project affected by the Emergency or danger. So long as the Department undertakes such action in good faith, even if under a mistaken belief in the occurrence of such failure or existence of an Emergency or danger as a result thereof, such action shall not be deemed unlawful or a breach of this Project Agreement, shall not expose the Department to any liability to the Development Entity and shall not entitle the Development Entity to any other remedy, except if the Department's action caused the Development Entity to incur out-of-pocket expenses or constitutes gross negligence, recklessness or willful misconduct. The Development Entity acknowledges that the Department has a high priority, paramount public interest in protecting public and worker safety at the Project and adjacent and connecting areas, the Department's good faith determination of the existence of such a failure, Emergency or danger shall be deemed conclusive in the absence of clear and convincing evidence to the contrary. The Development Entity shall promptly recommence performance of the scope of the work upon receipt of Notice from the Department directing the Development Entity to resume performance.

18.3.9.6 For the avoidance of doubt, no suspension under this PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) shall be, or be deemed to be, a suspension under PA Section 18.3.6.1 (*Suspension of Work*), requiring notice and opportunity to cure or otherwise. The Department will lift the suspension order under this PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) promptly after the Department determines that the Development Entity has rectified the dangerous or unsafe condition is rectified. The Department shall not have any liability to the Development Entity, and the Development Entity shall have no right to a Relief Event or Compensation Event, in connection with any suspension of Work properly founded on any of the grounds set forth in this PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*). If the Department improperly orders suspension of Work under this PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) or if the Department orders suspension of Work for any other reason, it shall be treated as a Directive Letter.

18.3.10 Other Rights and Remedies

Except as otherwise provided in this Project Agreement (including PA Sections 18.3.12 (*Limitation on Consequential Damages*), 18.4.7.2 (*Non-Exclusive Remedy*) and 19.9 (*Exclusive Termination Rights*)), the Department will also be entitled to exercise any other rights and remedies available under this Project Agreement or any other Contract Documents, or available at law or in equity.

18.3.11 Cumulative, Non-Exclusive Remedies

Subject to PA Sections 18.3.12 (*Limitation on Consequential Damages*), 18.4.7.2 (*Non-Exclusive Remedy*) and 19.9 (*Exclusive Termination Rights*), each right and remedy of the Department hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Department of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by the Department of any or all other such rights or remedies.

18.3.12 Limitation on Consequential Damages

18.3.12.1 Notwithstanding any other provision of the Contract Documents and except as set forth in PA Section 18.3.12.2 (*Limitation on Consequential Damages*), to the extent permitted by applicable Law, neither Party shall be liable to the other for punitive damages or special, indirect or incidental, or consequential damages, whether arising out of breach of this Project Agreement, tort (including negligence) or any other theory of liability, and the Parties release one another from any such liability.

18.3.12.2 The foregoing limitation on the Parties' liability for punitive damages or special, indirect or incidental, and consequential damages shall not apply to or limit any right of recovery resulting from the following (which are agreed by the Parties to be direct damages or contractual amounts owing, and are specifically not waived punitive damages or special, indirect or incidental, or consequential damages by the Department):

- a. any Liquidated Damages payable by the Development Entity under this Project Agreement;
- b. any Monthly Noncompliance Adjustments payable by the Development Entity under this Project Agreement;
- c. any Lane Closure Rental Fees payable by the Development Entity under this Project Agreement;
- d. amounts due from one Party to the other Party under the express provisions of the Contract Documents, including Department Recoverable Costs;
- e. any losses, claims, and amounts (including defense costs) paid under either or both of the P&P Bonds;
- f. any amounts paid or payable pursuant to the Development Entity's indemnification obligations hereunder;
- g. any amounts paid or payable by the Development Entity that are covered by Insurance Policies that the Development Entity is required to place or has placed in addition to those required hereunder;
- h. Losses arising out of the Development Entity Releases of Hazardous Materials or out of Releases of Hazardous Materials, as applicable;
- i. any Losses arising out of, relating to, or resulting from any Development Entity-Related Entity's gross negligence, reckless or willful misconduct, violation of Law, violation or breach of Governmental Approval or contract (excluding the Contract Documents), criminal conduct, bad faith,

intentional misconduct (which excludes intentional Development Entity Default), arbitrary or capricious acts, or fraud under or relating to this Project Agreement;

j. interest, late charges, fees, transaction fees and charges, penalties and similar charges that the Contract Documents expressly state are due from the Development Entity to the Department; and

k. any credits, deductions or offsets that the Contract Documents expressly provide to the Department against amounts owing the Development Entity.

18.4 Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees

18.4.1 Liquidated Damages for Project Milestones

18.4.1.1 In addition to any other remedies available to the Department under this Project Agreement, the Development Entity acknowledges that the Development Entity shall be liable for and pay to the Department Liquidated Damages with respect to any failure to achieve Substantial Completion by the Substantial Completion Deadline and any failure to achieve Final Acceptance by the Final Acceptance Deadline, as the same may be extended pursuant to this Project Agreement, as and in the manner set forth pursuant to PA Exhibit 15 (*Measures of Liquidated Damages*). Such liability shall apply even though Substantial Completion or Final Acceptance, or both, as applicable, thereafter occur(s).

18.4.1.2 The amounts and manner of assessment of Liquidated Damages for failures to achieve each such milestone are set forth in PA Exhibit 15 (*Measures of Liquidated Damages*).

18.4.1.3 With respect to completion milestones, such Liquidated Damages shall commence on the Substantial Completion Deadline or the Final Acceptance Deadline, as applicable, as the same may be extended pursuant to this Project Agreement, and shall continue to accrue until the effective date of the Substantial Completion Date or the Final Acceptance Date, as applicable, or until termination of this Project Agreement.

18.4.2 Monthly Noncompliance Adjustments

18.4.2.1 In addition to any other remedies available to the Department under this Project Agreement, the Development Entity acknowledges that the Development Entity shall be liable for and pay to the Department Monthly Noncompliance Adjustments with respect to certain failures occurring during the Term as identified and set forth in further detail in the NCE Tables.

18.4.2.2 Such Monthly Noncompliance Adjustments shall commence and accrue until they cease or until termination of this Project Agreement.

18.4.2.3 Assessment of Noncompliance Points and commensurate Monthly Noncompliance Adjustments to Availability Payments shall be the Department's sole monetary remedy with respect to the Noncompliance Event giving rise to such Noncompliance Points, excepting the accounting of Noncompliance Points with respect to any Noncompliance Default Trigger, and the Department's rights and remedies as a result thereof. Notwithstanding the foregoing, the mere assessment of Noncompliance Points (and commensurate Monthly Noncompliance Adjustments) shall not be a defense against assessment of Liquidated Damages for delayed completion occurrences nor as relates to Key Personnel and Required Personnel, unless such Noncompliance Points are directly caused by the same delay which caused the assessment of Liquidated Damages.

18.4.3 Liquidated Damages for Personnel-related Matters

18.4.3.1 In addition to any other remedies available to the Department under this Project Agreement, the Development Entity acknowledges that the Development Entity shall be liable for and pay to the Department Liquidated Damages with respect to the failures relating to Key Personnel or certain Required Personnel set forth under PA Section 11.4 (*Key Personnel; Required Personnel*) and as set forth pursuant to PA Exhibit 15 (*Measures of Liquidated Damages*).

18.4.3.2 Such liability shall apply even though cure or remedy occurs.

18.4.3.3 The amounts and additional provisions relating to the manner of assessment of Liquidated Damages for such failures are set forth in PA Exhibit 15 (*Measures of Liquidated Damages*).

18.4.3.4 Such Liquidated Damages shall commence, as to PA Section 11.4 (*Key Personnel; Required Personnel*) on the date of unavailability, and shall be payable for each three month period where such position is vacant or not filled in accordance with the Project Agreement.

18.4.4 Lane Closure Rental Fees

18.4.4.1 In addition to any other remedies available to the Department under this Project Agreement, the Development Entity acknowledges that the Development Entity shall be liable for and pay to the Department Lane Closure Rental Fees with respect to certain failures relating to Lane Closures as set forth in PA Exhibit 6 (*Payment Mechanism*) and TP Section 20.8.8.2 (Lane Closure Rental Fees).

18.4.4.2 Such liability shall apply even though cure or remedy occurs.

18.4.4.3 The amounts of Lane Closure Rental Fees are set forth in the "Bridge-Specific Lane Closure Rental Fee Schedule" tables included in TP Attachments 2 through 10 (Bridge-Specific Requirements), as applicable to the Bridges in the Project.

18.4.4.4 Such Lane Closure Rental Fees shall commence and accrue until they cease as set forth in PA Exhibit 6 (*Payment Mechanism*) and TP Section 20.8.8.2 (Lane Closure Rental Fees).

18.4.5 Acknowledgements Regarding Liquidated Damages, Monthly Noncompliance Adjustments, and Lane Closure Rental Fees

18.4.5.1 The Development Entity further agrees and acknowledges that:

a. Liquidated Damages with respect to failure to achieve Substantial Completion by the Substantial Completion Deadline or Final Acceptance by the Final Acceptance Deadline, as the same may be extended pursuant to this Project Agreement, as set forth pursuant to PA Exhibit 15 (*Measures of Liquidated Damages*), are reasonable in order to compensate the Department for damages the Department will incur as a result of late Substantial Completion or late Final Acceptance, as applicable. Such damages include (as may be applicable) the Department's loss of use, enjoyment and benefit of the Project and connecting Department transportation facilities by the general public, injury to the credibility and reputation of the Department's transportation improvement programs with policy makers and with the general public who depend on and expect availability of applicable services by the Substantial Completion Deadline and Final Acceptance Deadline, in each case, which losses and injuries to credibility and reputation may directly result in loss of ridership on the Project and connecting the Department transportation facilities and additional costs of administering this Project Agreement (including engineering, legal, accounting,

overhead and other administrative costs). The Parties acknowledge and agree that each of the foregoing damages are not indirect, incidental or consequential damages hereunder.

b. Monthly Noncompliance Adjustments are reasonable in order to compensate the Department for damages the Department will incur as a result of the increased project management efforts, unavailability of portions of the Project, the Department's loss of use, enjoyment and benefit of the Project and connecting the Department transportation facilities by the general public, injury to the credibility and reputation of the Department's transportation improvement programs with policy makers and with the general public who depend on and expect quality performance of the Project, which injury to credibility and reputation may directly result in loss of ridership on the Project and connecting the Department's transportation facilities and additional costs of administering this Project Agreement (including engineering, legal, accounting, overhead and other administrative costs). The Parties acknowledge and agree that each of the foregoing damages are not indirect, incidental or consequential damages hereunder.

c. Liquidated Damages with respect to certain Key Personnel- and Required Personnel-related matters under PA Section 11.4.1 (*Key Personnel*) and as set forth pursuant to PA Exhibit 15 (*Measures of Liquidated Damages*) are reasonable in order to compensate the Department for damages the Department will incur as a result of increased project management efforts, loss of the benefits of the qualifications and experience of the personnel listed in the Package Proposal and the Development Entity's commitment that such individuals would be available to undertake and perform the Work, injury to the credibility and reputation of the Department's transportation improvement programs with policy makers and with the general public who depend on and expect that which was procured so as to ensure further the timely and professional delivery of the Project, which injury to credibility and reputation may directly result in loss of ridership on the Project and connecting the Department's transportation facilities and additional costs of administering this Project Agreement (including engineering, legal, accounting, overhead and other administrative costs). The Parties acknowledge and agree that each of the foregoing damages are not indirect, incidental or consequential damages hereunder.

d. Lane Closure Rental Fees are reasonable in order to compensate the Department for damages the Department will incur as a result of the unavailability of travel lanes, the Department's loss of use, enjoyment and benefit of the Project and connecting the Department transportation facilities by the general public, injury to the credibility and reputation of the Department's transportation improvement programs with policy makers and with the general public who depend on and expect availability of service consistent with the Baseline Project Schedule and final Maintenance Management Plan, as applicable, which injury to credibility and reputation may directly result in loss of ridership on the Project and connecting the Department's transportation facilities and additional costs of administering this Project Agreement (including engineering, legal, accounting, overhead and other administrative costs). The Parties acknowledge and agree that each of the foregoing damages are not indirect, incidental or consequential damages hereunder.

18.4.5.2 The Development Entity further acknowledges and agrees that:

a. damages relating to each of the Deductions in this PA Section 18.4 (*Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees*) are incapable of accurate measurement and difficult to prove because of, among other things, the unique nature of the Project and the unavailability of a substitute for it. The Development Entity further acknowledges that the Development Entity hereby waives any claim or defense that the Deductions are equivalent to the assessment of a penalty.

b. the amounts of the Deductions, and manner by which Deductions are determined under this Project Agreement represent good faith estimates and evaluations by the Parties as to the actual potential damages that the Department would incur as a result of (i) late Substantial Completion, (ii) late Final Acceptance, (iii) unavailable or absent Key Personnel or Required Personnel, (iv) Lane Closures that

are not Permitted Closures, and (v) Noncompliance Events, and in each case, do not constitute a penalty or to otherwise operate as a deterrent for the breach of any obligations of the Development Entity under this Project Agreement;

c. the Parties have agreed to such Deductions in order to fix and limit the Development Entity's costs and to avoid later Disputes over what amounts of damages are properly chargeable to the Development Entity;

d. such amounts, and manner for determination, of Deductions are reasonable in light of the anticipated or actual harm caused by (i) late Substantial Completion, (ii) late Final Acceptance, (iii) unavailable or absent Key Personnel or Required Personnel, (iv) Lane Closures that are not Permitted Closures, and (v) Noncompliance Events, as well as the difficulties of the proof of loss, and the inconvenience or infeasibility of otherwise obtaining an adequate remedy;

e. in each case such Deductions are reasonable, as determined as of the Effective Date, in light of the respective injuries and damages that may be caused by the Development Entity's breach and given that such injuries and damages, which include but shall not be limited to, public inconvenience, increased administration and oversight by or on behalf of the Department (and any other related agencies), and other damages to the general public, the Department (and such other related agencies); and

f. such Deductions are not intended to, and do not, liquidate the Development Entity's liability under the indemnification provisions of PA Section 17.3 (*Indemnity by the Development Entity*), even though Third Party Claims against Indemnified Parties may arise out of the same event, breach or failure that gives rise to such Deductions.

18.4.5.3 Deductions will not be assessed by the Department for the duration of any Relief Event for which relief has been granted pursuant to PA Article 14 (*Relief Events; Compensation Events*).

18.4.5.4 Deductions shall be deemed to be due and payable by the Development Entity to the Department when and as assessed hereunder, without right of offset, deduction, reduction or other charge.

18.4.6 Deductions; Payment; Satisfaction; Waiver

18.4.6.1 Payment of Liquidated Damages

Liquidated Damages shall be due and payable by the Development Entity to the Department within 30 days after the Department's invoice or demand therefor, or, with respect to any Liquidated Damages amounts are in Dispute, 30 days following conclusion of the Dispute. The Department shall have the right in its sole discretion to offset any Liquidated Damages owed (and if subject to a Dispute, as of the resolution of the Dispute) by the Development Entity to the Department against amounts owed by the Department to the Development Entity in accordance with PA Section 18.3.3 (*Damages; Offset*), or, during the Maintenance Period, deduct any Liquidated Damages owed by the Development Entity to the Department against any Availability Payment(s) in accordance with PA Section 18.4.6.2 (*Deductions from Availability Payments*).

18.4.6.2 Deductions from Availability Payments

a. The Department may deduct all Deductions, accrued month to date and owing under this PA Section 18.4 (*Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees*), whether subject to Dispute, as part of the Department's review of the Development Entity's

next-succeeding invoice presented to the Department under PA Section 5.1.3 (*Availability Payment Invoicing*). Deductions for Noncompliance Events occurring during the D&C Period will be accumulated, with assessment against the Availability Payments due the Development Entity commencing at Substantial Completion and continuing until such amounts owing to the Department have been satisfied, as more particularly set forth in PA Exhibit 6 (*Payment Mechanism*).

b. If any Deductions deducted from the amount owing the Development Entity are in Dispute, then upon conclusion of the Dispute, the Development Entity shall present a separate line item in the next-succeeding invoice presented to the Department under PA Section 5.1.3 (*Availability Payment Invoicing*) reflecting the results of the Dispute, unless otherwise agreed by the Parties.

c. If Deductions remain after the final Availability Payment, then the Department will invoice the Development Entity for the remaining Deductions, and the Development Entity shall pay any undisputed Deductions owing under this PA Section 18.4 (*Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees*) within 20 days after the Department delivers to the Development Entity an invoice or demand therefor. If unpaid, the Department also shall have the right to draw or call on any surety bond, letter of credit, or other security provided by the Development Entity pursuant to this Project Agreement, to satisfy Deductions not paid when due.

18.4.6.3 Nothing in this PA Section 18.4.6 (*Deductions; Payment; Satisfaction; Waiver*) shall, or shall be deemed to, limit the Department's rights under PA Section 18.3.3 (*Damages; Offset*).

18.4.7 Non-Exclusive Remedy

18.4.7.1 Each item of Deductions provided under this PA Section 18.4 (*Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees*) is in addition to, and not in substitution for, any other item of Deductions assessed under this PA Section 18.4 (*Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees*).

18.4.7.2 The Department's right to, and imposition of, Deductions are in addition, and without prejudice, to any other rights and remedies available to the Department under the Contract Documents, at law or in equity respecting the breach, failure to perform or Development Entity Default that is the basis for the Deductions or any other breach, failure to perform or Development Entity Default, except for recovery of the monetary damage that the Deductions are intended to compensate and for which Deductions shall be the only amount recoverable on account of such damages.

18.5 Default by Department; Cure Periods

18.5.1 Department Default

The Department will, subject to any applicable cure period as set forth in PA Section 18.5.2 (*Cure Periods*) below, be in breach under this Project Agreement upon the occurrence of any one or more of the following events or conditions (each an "Department Default"):

18.5.1.1 the Department fails to make any payment due to the Development Entity under this Project Agreement within 15 days after the date that any such payment shall be due following the date on which the Development Entity delivers to the Department Notice thereof, provided that such payment is not subject to a good faith Dispute;

18.5.1.2 any representation or warranty made by the Department in this Project Agreement is false or materially misleading or materially inaccurate when made or omits material information when made;

18.5.1.3 the Department confiscates, sequesters, condemns, or appropriates the Project or any other material part of the Development Entity's Interest, excluding any such action pursuant to the exercise of any right of the Department under this Project Agreement;

18.5.1.4 any Department assignment of this Project Agreement in violation hereof, except if such assignment is required under applicable Law; or

18.5.1.5 the Department has ceased to perform substantially all of its obligations under this Project Agreement, which substantially frustrates or renders it substantially impossible for the Development Entity to perform its obligations hereunder for a continuous period of two consecutive months.

18.5.2 Cure Periods

The Department will have the following cure periods with respect to any of the conditions set forth in PA Section 18.5.1 (*Department Default*):

18.5.2.1 respecting a Department Default under PA Section 18.5.1.1 (*Department Default*), a period of 15 days after the Department receives Notice of Department Default; and

18.5.2.2 respecting a Department Default under PA Section 18.5.1.3 (*Department Default*), PA Section 18.5.1.4 (*Department Default*), or PA Section 18.5.1.5 (*Department Default*), a period of 60 days after the Department received Notice of Department Default; provided that, (a) with respect to a Department Default under PA Section 18.5.1.3 (*Department Default*), PA Section 18.5.1.4 (*Department Default*), or PA Section 18.5.1.5 (*Department Default*), if Department Default is of such a nature that the cure cannot with diligence be completed within such time period and the Department has commenced meaningful steps to cure promptly after receiving the default Notice, the Department will have such additional period of time, up to a maximum cure period of 120 days, as is reasonably necessary to diligently effect cure, and (b) as to PA Section 18.5.1.2 (*Department Default*), cure will be regarded as complete when the adverse effects of the breach are cured.

18.6 Development Entity Remedies for Department Default

18.6.1 [Reserved]

18.6.2 Damages and Other Remedies

In addition to the right to terminate the Project Agreement under PA Section 19.3 (*Termination for Department Default or Suspension of Work*), the Development Entity shall have and may exercise the following remedies upon the occurrence of a Department Default and expiration, without cure, of the applicable cure period in PA Section 18.5.2 (*Cure Periods*):

18.6.2.1 if the Development Entity does not terminate this Project Agreement, then, subject to PA Section 18.6.3 (*Limitations on Remedies*), the Development Entity may treat the applicable Department Default as a Relief Event and a Compensation Event, as to each on the terms and conditions set forth in PA Article 14 (*Relief Events; Compensation Events*) and the Department will pay Extra Work Costs, Delay Costs, or Change in Costs as otherwise provided for in this Project Agreement;

18.6.2.2 subject to PA Section 14.4.3 (*Payment for Extra Work Costs and Delay Costs*), if the Department Default is a failure to pay when due any undisputed portion of any payment owing under a Change Order, the Milestone Payment, or under any invoice for a Monthly Payment impacting the Maintenance Work and the Department fails to cure such Department Default within 15 days after receiving from the Development Entity Notice thereof, the Development Entity shall be entitled to suspend the Work until the default is cured, subject to the following terms and conditions:

- a. the Development Entity shall be responsible for safely securing and monitoring the Site, all materials and equipment;
- b. the Development Entity shall continue to provide traffic management in accordance with the Transportation Management Plan;
- c. the Development Entity shall not suspend or cancel any Insurance Policies or any P&P Bond; and
- d. the Development Entity shall resume performance of the Work within 10 days after Department Default is cured.

18.6.2.3 Subject to PA Sections 18.6.3 (*Limitations on Remedies*) and 19.9 (*Exclusive Termination Rights*), the Development Entity will also be entitled to exercise any other rights and remedies available under this Project Agreement or any other Contract Documents, or available at Law or in equity. Subject to PA Section 18.6.3 (*Limitations on Remedies*) and PA Section 19.9 (*Exclusive Termination Rights*), each right and remedy of the Development Entity hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Development Entity of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by the Development Entity of any or all other such rights or remedies.

18.6.3 Limitation on Remedies

18.6.3.1 Notwithstanding any other provision of the Contract Documents and except as set forth in PA Section 18.6.3.2 (*Limitations on Remedies*), to the extent permitted by applicable Law, the Department shall not be liable for punitive damages or any indirect, incidental or consequential damages, whether arising out of breach of this Project Agreement or any Contract Documents, tort (including negligence) or any other theory of liability, and the Development Entity releases the Department from any such liability.

18.6.3.2 The foregoing limitation on the Department's liability for consequential damages shall not apply to or limit any right of recovery the Development Entity may have respecting the following, (which are agreed by the Parties to be direct damages or contractual amounts owing, and are specifically not waived punitive damages or special, indirect or incidental, or consequential damages by the Development Entity):

- a. losses arising out of any gross negligence, reckless or willful misconduct, violation of Law and other illegal activities (or inaction), violation of contract, criminal conduct, bad faith, intentional misconduct (which excludes intentional Department Default), arbitrary or capricious acts, or fraud on the part of the Department;
- b. any amounts the Department may be obligated to reimburse the Development Entity, or that are otherwise due from the Department to the Development Entity under the express provisions of this Project Agreement, including for Compensation Events or events of termination;

c. any other specified amounts the Department may be obligated to reimburse or pay the Development Entity, or that are otherwise due from the Department to the Development Entity under the express provisions of the Contract Documents;

d. interest and charges that the Contract Documents expressly state are due from the Department to the Development Entity; and

e. any credits, deductions or offsets that the Contract Documents expressly provide to the Development Entity against amounts owing the Department.

18.6.3.3 The measure of compensation available to the Development Entity as set forth in this Project Agreement for a Compensation Event or an event of termination shall constitute the sole and exclusive monetary relief and damages available to the Development Entity from the Commonwealth and the Department arising out of or relating to such event; and the Development Entity irrevocably waives and releases any right to any other or additional damages or compensation from the Commonwealth or the Department. No award of compensation or damages shall be duplicative.

18.6.3.4 Without limiting PA Section 5.3.1 (*Interest on Delinquent Payments and Overpayments*) and the effect of PA Section 18.6.3.3 (*Limitations on Remedies*), in the event the Department wrongfully withholds an approval or consent required under this Project Agreement, or wrongfully issues an objection to or disapproval of a Submittal or other matter under this Project Agreement, the Development Entity's sole remedies against the Department shall be compensation and relief pursuant to a claim under PA Article 14 (Relief Events; Compensation Events) asserting entitlement to relief for a Department-Caused Delay.

18.6.3.5 This PA Section 18.6.3 (*Limitations on Remedies*) shall not in any way be construed to limit the doctrine of sovereign immunity as applicable to the Department or the Commonwealth.

18.6.4 Procedure for Payment of Judgments

Promptly after any final, non-appealable order or judgment awarding compensation or damages to the Development Entity, the Department will institute payment procedures as set forth in applicable Law or this Project Agreement, whichever is more stringent.

18.7 Dispute Resolution Procedures

18.7.1 General

The Parties agree to use reasonable efforts to resolve promptly any Dispute pursuant to the terms of this PA Section 18.7 (*Dispute Resolution Procedures*). For the avoidance of doubt, for any Dispute brought under PA Article 14 (*Relief Events; Compensation Events*), the Development Entity shall comply with PA Article 14 (*Relief Events; Compensation Events*), if appropriate and required, prior to engaging in the Dispute Resolution Procedures under this PA Section 18.7 (*Dispute Resolution Procedures*). Except for sole discretion, all decisions and determinations by the Parties shall be eligible for the Dispute Resolution Procedures, unless this Project Agreement expressly specifies otherwise.

18.7.2 Written Protest to Department

18.7.2.1 If any Dispute arises, the Development Entity shall submit such Dispute by way of a written protest to the Department within 15 days after learning of the existence of the Dispute, outlining in detail the basis of the Dispute, the Development Entity's position on the Dispute, and including

all supporting documentation then available (the "Written Protest"). Such Written Protest shall not constitute a claim for purposes of 62 Pa.C.S. § 1712.1.

18.7.2.2 Following the Department's receipt of the Written Protest described in PA Section 18.7.2.1 (*Written Protest to Department*), the Development Entity and the Department shall consult in good faith in an attempt to promptly resolve the Dispute. Participation in consultation shall not excuse a failure to comply with the time limits set out in this PA Section 18.7.2 (*Written Protest to Department*).

18.7.2.3 If the Dispute is not resolved within 30 Days of the submission of the Written Protest to the Department (such deadline being subject to an extension of up to an additional 15 Days upon mutual agreement by the Parties) (the "Dispute Expiration Date") through the means set forth in PA Section 18.7.2.2 (*Written Protest to Department*), the Department shall within 15 days after the applicable Dispute Expiration Date issue a written decision to the Development Entity regarding the Dispute ("Initial Decision").

18.7.2.4 The Initial Decision will be provided to the Development Entity via both email and some method that provides evidence of receipt, for instance, by certified mail, return receipt requested. The Initial Decision shall not constitute a final determination by the Department for purposes of 62 Pa.C.S. § 1712.1.

18.7.2.5 The Development Entity may appeal an Initial Decision by submitting to the Department, within 15 Days after receiving notice of the Initial Decision: (a) a written notice of appeal ("Notice of Appeal"); and (b) a claim in relation to the Dispute pursuant to 62 Pa.C.S. § 1712.1(b) (a "Chapter 17 Claim"). The Notice of Appeal and Chapter 17 Claim must be filed within six months of the date the Dispute identified in PA Section 18.7.2.1 accrues.

18.7.2.6 If the Development Entity does not file a Notice of Appeal and a Chapter 17 Claim as and when required under PA Section 18.7.2.5 (*Written Protest to Department*), the Development Entity will be deemed to have accepted the Initial Decision and will have irrevocably waived and released any claim with respect to the Dispute, and any subsequent Notice of Appeal and Chapter 17 Claim with respect to such Dispute will be dismissed.

18.7.2.7 Each Notice of Appeal and Chapter 17 Claim submitted pursuant to PA Section 18.7.2.5 (*Written Protest to Department*) must include the following:

- a. a copy of the Initial Decision;
- b. an explanation of the Dispute, including relevant facts and reference to all relevant contract provisions;
- c. all pertinent data and correspondence relating to the Dispute; and
- d. a simple, concise and direct statement of the basis of the appeal (including the amount of the claim or relief requested and all supporting documentation).

18.7.2.8 Any Notice of Appeal or Chapter 17 Claim submitted pursuant to PA Section 18.7.2.5 (*Written Protest to Department*) shall be administered in accordance with the following requirements:

- a. Within 30 Days after receiving a Notice of Appeal and Chapter 17 Claim, the Department may request that the Development Entity produce additional reasonable materials and

information, including Books and Records or other tangible records or information, reasonably required in support of the Notice of Appeal and Chapter 17 Claim. Within 10 Days after receipt of such a request, the Development Entity shall produce the additional materials and information requested or identify grounds for not producing the information or documents.

b. The Parties will have the right to be heard and to offer evidence in support of their respective positions regarding the Dispute. Within 45 Days after receiving a Notice of Appeal and Chapter 17 Claim, or where the Department has requested additional materials and information pursuant to PA Section 18.7.2.8a (*Written Protest to Department*), within 10 Days after receiving all such additional materials and information, the Department or the Commonwealth Department of State will determine and notify the Development Entity of the procedural rules (and timings) for any hearing and for written submissions (the "Procedural Rules"). The Procedural Rules shall provide that the last day of any hearings and receipt of last written submissions shall be no later than 75 Days after the date of the filing of the Notice of Appeal and Chapter 17 Claim.

c. The Department or the Commonwealth Department of State will issue a written decision to the Development Entity within 120 Days from the Notice of Appeal and Chapter 17 Claim (a "Final Determination"), which will be deemed the final decision of the Department or the Commonwealth Department of State on the Dispute. Such Final Determination shall also constitute a "final determination" pursuant to 62 Pa.C.S. § 1712.1(d).

d. The deadlines set forth in this PA Section 18.7.2.8 (*Written Protest to Department*) may be mutually extended in writing by the consent of the Department and the Development Entity collectively; any such extension shall also extend the 120-day contract claim deadline to submit the "Statement of Claim" under 62 Pa.C.S. § 1712.1(d).

18.7.3 Right to Litigate

18.7.3.1 The Final Determination of a Dispute pursuant to PA Section 18.7.2.8c is a prerequisite for any petition for judicial review filed in court by the Development Entity against the Department pertaining to such Dispute. Within 15 days of the physical (not digital) mailing date of a Final Determination partially or fully denying the claim underlying the subject Dispute, or within 135 days after the filing of the underlying Notice of Appeal and Chapter 17 Claim (unless such date has been extended pursuant to PA Section 18.7.2.8d (*Written Protest to Department*)), whichever occurs first, the Development Entity may file a Statement of Claim regarding such Dispute with the Commonwealth Board of Claims (the "**Statement of Claim**").

18.7.3.2 The Development Entity consents to the jurisdiction of the Commonwealth Board of Claims, waiving any claim or defense that such forum is not convenient or proper. The Development Entity agrees that the Commonwealth Board of Claims shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Commonwealth of Pennsylvania Law. Each Party shall bear its own attorney's fees and costs in any Dispute or litigation arising out of such Dispute, and no Party shall seek or accept an award of attorney's fees or costs.

18.7.4 Continuation of Disputed Work and Payments

18.7.4.1 During the course of any Dispute Resolution Procedures, the Development Entity shall, and shall cause all Contractors, Subcontractors, and Suppliers to, continue with the performance of the Work and their obligations, including any obligations or Work that is subject to the Dispute Resolution Procedures ("Disputed Work"), diligently and without delay, in accordance with the

Contract Documents, except, and solely to the extent enjoined by order of a court of competent jurisdiction, prevented or restricted by a Relief Event, or otherwise approved by the Department in its sole discretion.

18.7.4.2 During the course of any Dispute Resolution Procedures, the Parties shall continue to comply with all provisions of the Contract Documents, the accepted Project Management Plan, Governmental Approvals, and applicable Law.

18.7.4.3 During the course of any Disputed Resolution Procedures, the Development Entity shall keep complete records that provide a clear distinction between the incurred direct and indirect costs of Disputed Work and that of Work that is not subject to the Dispute Resolution Procedures ("Undisputed Work"). The Development Entity shall provide the Department reasonable access to all Dispute-related Books and Records on an Open Book Basis as the Department reasonably requires to evaluate the Dispute. These records shall be retained for a period of not less than one year after the date of resolution of the Dispute pertaining to such Disputed Work (or for any longer period required under any other applicable provision of the Contract Documents).

18.7.4.4 During the course of any Dispute Resolution Procedures, the Department will, except as set forth in PA Section 15.1 (*Department Changes*) and PA Section 15.1.2 (*Request for Change Proposal*), as applicable, in regard to interim payments with respect to Request for Change Proposals, continue to pay to the Development Entity when due all amounts owing under this Project Agreement.

18.7.5 Waiver of Non-Monetary Relief

Notwithstanding anything to the contrary in the Contract Documents, and to the maximum extent permitted under applicable Law, the Development Entity shall have no right to seek, shall not seek, and irrevocably waives and relinquishes any right to, non-monetary relief against any Department-Related Entity, including specifically any declaratory relief under the Dispute Resolution Procedures, except solely to enforce a court ruling where the Department fails to pay any amounts due under a non-appealable court ruling.

Article 19 TERMINATION

19.1 Termination for Convenience

19.1.1 The Department may terminate this Project Agreement, in whole, but not in part, if the Department determines, in its sole discretion, that a termination is in the Department's best interest (a "Termination for Convenience"). Termination of this Project Agreement shall not relieve the Department, the Development Entity, or any Surety of its obligation for any claims arising prior to termination and shall not relieve the Department from paying any Termination Compensation.

19.1.2 The Department may exercise Termination for Convenience by delivering to the Development Entity a written Notice of Termination specifying the election to terminate. Termination for Convenience shall be effective as and when provided in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*).

19.1.3 In the event of a Termination for Convenience, the Development Entity will be entitled to compensation determined in accordance with PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Payment will be due and payable as and when provided in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.1.4 If the Department terminates this Project Agreement on grounds or in circumstances beyond the Department's termination rights set forth in this Project Agreement, such termination shall be deemed a Termination for Convenience for the purpose of determining the Termination Compensation due (but not for any other purpose).

19.2 Termination for Development Entity Default

19.2.1 Development Entity Defaults Triggering Department Termination Rights

If a cure period is specified, at expiration of the cure period (or if no cure period is specified, upon occurrence), each Development Entity Default (each a "Default Termination Event") shall entitle the Department, at its sole election, to terminate this Project Agreement, effective immediately upon delivery of single Notice of Termination addressed to both the Development Entity and to the Collateral Agent, or upon a date expressly stated in such Notice.

19.2.2 Compensation to the Development Entity

If the Department issues a Notice of Termination due to a Default Termination Event, then, subject to PA Section 19.2.3 (*Finality*) hereof, the Development Entity will be entitled to compensation to the extent, and only to the extent, provided in subsection 3 of PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Payment shall be due and payable as and when provided in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.2.3 Finality

If the Department issues Notice of Termination due to a Default Termination Event, termination shall be effective and final immediately upon delivery of Notice as provided in PA Section 19.2.1 (*Development Entity Defaults Triggering Department Termination Rights*) regardless of whether the Department is correct in determining that the Department has the right to terminate for Development Entity Default. In the event it is determined under the Dispute Resolution Procedures following a dispute of such Notice of Termination and Default Termination Event by the Development Entity that the Department lacked such right or was incorrect in such termination, then such termination shall be treated as a Termination for Convenience as provided in PA Section 19.1.2 (*Termination for Convenience*) for the purpose of determining the Termination Compensation due to the Development Entity under PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.2.4 Cross-Default of PDA; Effects on other Agreements

a. The Development Entity acknowledges and agrees that the Department issuance of a Notice of Termination due to a Default Termination Event under this PA Section 19.2 (*Termination for Development Entity Default*) constitutes a material default under the PDA, entitling, but not obligating, the Department to terminate the PDA in accordance with its terms, and subject to its conditions.

b. The Department termination of this Project Agreement for a Development Entity Default or failure to reach Financial Close will not constitute a default under other project agreements for other "Projects" from other Package Proposals.

19.3 Termination for Department Default or Suspension of Work

19.3.1 In the event of a Department Default under PA Section 18.5.1 (*Department Default*) that remains uncured following notice and expiration of the applicable cure period under PA Section 18.5.2 (*Cure Periods*), the Development Entity shall have the right to terminate this Project Agreement, effective 45 days after delivery of Notice of Termination to the Department. In the event of such termination, the Development Entity will be entitled to compensation determined in accordance with PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Payment shall be due and payable as and when provided in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.3.2 If the Department orders the Development Entity to suspend Work on all or any material portion of the Project for a reason other than that set forth in PA Section 18.3.6.1 (*Suspension of Work*) or under PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*), and such suspension of Work continues for a period of 180 consecutive days or more, then the Development Entity shall have the right to terminate this Project Agreement, effective immediately upon delivery of Notice of Termination to the Department. In the event of such termination, the Development Entity will be entitled to compensation determined in accordance with PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Payment shall be due and payable as and when provided in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.3.3 If the Development Entity issues Notice of Termination due to a Department Default under PA Section 18.5.1.1 (*Department Default*), termination shall be effective and final immediately 45 days after delivery as provided in PA Section 19.3.1 (*Termination for Department Default or Suspension of Work*) regardless of whether the Development Entity is correct in determining that it has the right to terminate for such Department Default. In the event it is determined that the Development Entity lacked such right, then such termination shall be treated as a termination due to Development Entity Default and PA Section 19.2.2 (*Compensation to the Development Entity*) shall govern the measure of the Termination Compensation.). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.4 Termination for Extended Relief Event or Permitted Closure, or Insurance Unavailability

19.4.1 Notice of Conditional Election to Terminate — Extended Relief Event or Permitted Closure

Either Party may deliver to the other Party Notice of its conditional election to terminate this Project Agreement if following (a) the Department's Relief Event Determination, or (b) a determination pursuant to the Dispute Resolution Procedures, that one or more Relief Event(s) or one or more Permitted Closure(s) have resulted in an uninterrupted delay of 180 days or an aggregate delay of 365 days (and in the case of a Department election to terminate, such Relief Event(s) or Permitted Closure(s) is/are not caused by the Department), provided that:

the Notice sets forth:

- a. the notifying Party's intent to terminate this Project Agreement;
- b. in reasonable detail, the Relief Event(s) or Permitted Closure(s);

c. a description of the direct result and its duration;

d. in the case of Notice from the Department given before the aforementioned 180-day period has elapsed, facts and analysis establishing the high degree of certainty of an aggregate delay of 180 days or more (provided that termination under this PA Section 19.4.1 (*Notice of Conditional Election to Terminate — Extended Relief Event or Permitted Closure*) shall not be permitted before, in the case of an uninterrupted delay, such 180-day period has elapsed or, in the case of the aggregate delay, such 365-day period has elapsed) (except in each case the Department shall not be entitled to terminate for an extended Relief Event under this PA Section 19.4 (*Termination for Extended Relief Event or Permitted Closure, or Insurance Unavailability*) for Relief Events under clauses (c), (d), (e), (f), (g), (o), (r), (bb) of its definition; and

e. in the case of a Notice from the Development Entity, an estimate (with supporting documentation) of the compensation that would be paid or reimbursed to the Development Entity under PA Section 19.4.4.1 (*Department Options upon the Development Entity Notice*);

19.4.1.2 except as specifically provided above, the Notice is delivered after such result has occurred, and such result is continuing at the time of delivery of the Notice; and

19.4.1.3 the Development Entity could not have mitigated or cured, or will not be able to mitigate or cure, such result through the exercise of diligent efforts.

19.4.2 Notice of Election to Terminate — Insurance Unavailability

Either Party may deliver to the other Party Notice of its conditional election to terminate this Project Agreement in the event of Insurance Unavailability.

19.4.3 Development Entity Options upon Department Notice

19.4.3.1 If the Department gives Notice of conditional election to terminate pursuant to PA Section 19.4 (*Termination for Extended Relief Event or Permitted Closure or Insurance Unavailability*), the Development Entity shall have the option either to accept such Notice or to continue this Project Agreement in effect by delivering to the Department Notice of the Development Entity's choice not later than 30 days after the Department delivers its Notice. If the Development Entity desires to Dispute the Department's right to terminate, then it shall include in its Notice both the Development Entity's choice and a Notice of protest and dispute, in which case the Development Entity's choice will be effective contingent upon resolution of the protest and dispute in favor of the Department. If the Development Entity does not deliver such Notice within such 30-day period, then it shall be conclusively deemed to have accepted the Department's election to terminate this Project Agreement and PA Section 19.4.7 (*Early Termination Date and Amount*) shall apply.

19.4.3.2 In the case of a conditional election to terminate under PA Section 19.4.1 (*Notice of Conditional Election to Terminate — Extended Relief Event or Permitted Closure*), if the Development Entity delivers timely Notice choosing to continue this Project Agreement in effect, then:

a. the Department shall have no obligation to compensate the Development Entity for any costs of restoration and repair arising out of the Relief Event(s) or Permitted Closure(s);

b. the Department shall have no obligation to compensate the Development Entity for any loss of Availability Payments or for any other Extra Work Costs, Delay Costs, or Change in Costs arising out of the continuation of the Relief Event(s) or Permitted Closure(s) beyond the date of any such Notice of conditional election to terminate received by the Development Entity from the Department;

c. If a Relief Event occurs prior to the Final Acceptance Date and results in a Relief Event Delay, the Development Entity shall be entitled to an extension of the applicable Milestone Deadlines in accordance with the Contract Documents; provided that the Department may require delivery and implementation of a logic-based critical path recovery schedule for reducing further delay in the D&C Work; and

d. This Project Agreement shall continue in full force and effect and the Department's election to terminate shall not take effect.

19.4.3.3 In the case of existence or occurrence of Insurance Unavailability, if the Development Entity delivers timely Notice choosing to continue this Project Agreement in effect, then:

a. the Department shall have no liability for harm or loss from the risks that are the subject of Insurance Unavailability, except to the extent caused by the Department's fraud, criminal conduct, willful misconduct, recklessness, bad faith or breach of the Contract Documents;

b. the Development Entity shall be irrevocably deemed to self-insure all such harm and loss, including harm or loss to the Department and third parties, as provided in PA Section 17.1.4.3 (Prosecution of Insurance Claims), except to the extent caused by the Department's fraud, criminal conduct, intentional misconduct, recklessness, bad faith or breach of the Contract Documents or which incurred prior to the date of the Development Entity's Notice of choosing to continue this Project Agreement notwithstanding any such Insurance Unavailability;

c. the Development Entity shall solely bear and pay all insurance premiums in excess of the Commercially Reasonable Insurance Rates during the period of Insurance Unavailability;

d. the Development Entity shall promptly and diligently repair and restore all damage and destruction to the Project arising out of occurrence at any time during Insurance Unavailability solely of the risks that are the subject of the Insurance Unavailability (and not those which were incurred prior to such Insurance Unavailability), in order to put the Project in a safe, good and sound condition in compliance with all applicable provisions of the Contract Documents; and

e. this Project Agreement shall continue in full force and effect and the Department's election to terminate shall not take effect.

19.4.4 Department Options upon the Development Entity Notice

If the Development Entity gives Notice of conditional election to terminate as provided in PA Section 19.4.1 (Notice of Conditional Election to Terminate — Extended Relief Event or Permitted Closure) or PA Section 19.4.2 (Notice of Election to Terminate — Insurance Unavailability), the Department shall have the option either to accept such Notice or to continue this Project Agreement in effect by delivering to the Development Entity Notice of the Department's choice not later than 30 days after the Development Entity delivers its Notice. If the Department desires to Dispute the Development Entity's right to terminate, then it shall include in its Notice both the Department's choice and a Notice of protest and dispute, in which case the Department's choice will be effective contingent upon resolution of the protest and dispute in favor of the Development Entity. If the Department does not deliver such Notice within such 30-day period, then it shall be conclusively deemed to have accepted the Development Entity's election to terminate this Project Agreement and PA Section 19.4.7 (Early Termination Date and Amount) shall apply. If the Department delivers timely Notice choosing to continue this Project Agreement in effect, then the following provisions shall apply:

19.4.4.1 The Department shall pay or reimburse the Development Entity an amount equal to (without duplicative counting):

a. only as to Relief Event Delays, the Extra Work Costs to repair and restore any physical damage or destruction to the Project, Change in Costs and Delay Costs, if any, directly caused by the Relief Event, and are incurred after the date the Development Entity delivers its Notice of conditional election to terminate; plus

b. compensation calculated and paid in accordance with PA Section 14.3.3 (*Compensation Events Constraints*), provided that if the Development Entity delivers its Notice of conditional election to terminate prior to Final Acceptance, then the 180-day limitation in PA Section 14.3.4.3 (*Compensation to the Development Entity due to Missed Availability Payment as a Result of Relief Event Delay of Final Completion*) shall not apply; minus

c. the sum of (i) the greater of (A) the proceeds of insurance (including casualty insurance and business interruption insurance) that is required to be carried pursuant to PA Section 17.1 (*Insurance*) and provides coverage to pay, reimburse or provide for any of the foregoing costs and losses, or (B) the proceeds of insurance (including casualty insurance and business interruption insurance) that is actually carried by or insuring the Development Entity under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to PA Section 17.1 (*Insurance*), and that provides coverage to pay, reimburse or provide for any of the foregoing costs and losses, and (ii) the foregoing costs and losses that the Development Entity is deemed to have self-insured pursuant to PA Section 17.1.4.3 (*Prosecution of Insurance Claims*), except in each case, any cost to the Development Entity incurred in connection with increases in the cost of insurance or premiums or deductibles paid will be borne by the Department as part of any Change in Cost calculation.

19.4.4.2 The Development Entity's rights to delay and relief from performance obligations under Article 14 (*Relief Events; Compensation Events*) shall continue to apply to the Relief Event.

19.4.4.3 This Project Agreement shall continue in full force and effect and the Development Entity's election to terminate shall not take effect.

19.4.5 No Waiver

No election by the Development Entity under PA Section 19.4.3 (*Development Entity Options upon the Department Notice*) or the Department under PA Section 19.4.4 (*Department Options upon the Development Entity Notice*) to continue this Project Agreement in effect shall prejudice or waive the Department's or the Development Entity's right to thereafter give a Notice of conditional election to terminate with respect to the same or any other Relief Event Delay or Insurance Unavailability.

19.4.6 Concurrent Notices

If the Department and the Development Entity deliver concurrent Notices of conditional election to terminate under this PA Section 19.4 (*Termination for Extended Relief Event or Permitted Closure, or Insurance Unavailability*), the Development Entity's Notice shall prevail. Notices shall be deemed to be concurrent if each Party sends its Notice before actually receiving the Notice from the other Party. Knowledge of the other Party's Notice obtained prior to actual receipt of the Notice shall have no effect on determining whether concurrent Notice has occurred.

19.4.7 Early Termination Date and Amount

If either Party accepts the other Party's conditional election to terminate, then this Project Agreement shall be deemed terminated on an Early Termination Date as described in Section 2 of PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*); and the Development Entity will be entitled to compensation determined in accordance with Section 2 of PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Payment will be due and payable as and when provided in Section 2 of PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*).

19.5 Termination Procedures and Duties

Upon the Termination Date, for any reason, the provisions of this PA Section 19.5 (*Termination Procedures and Duties*) shall apply (with the exceptions of PA Section 19.5.4 (*Termination Procedures and Duties*) and PA Section 19.5.5 (*Termination Procedures and Duties*) where such termination is due to a Department Default). The Development Entity shall timely comply with such provisions independently of, and without regard to, the timing for determining, adjusting, settling and paying any amounts due the Development Entity or the Department on account of termination. If the Development Entity fails to timely comply with the provisions of this PA Section 19.5 (*Termination Procedures and Duties*), as judged by the Department in its good faith discretion, then upon Notice from the Department to the Development Entity making reference to this PA Section 19.5 (*Termination Procedures and Duties*), the Development Entity hereby stipulates that, and shall be deemed to have, surrendered its access rights to the Project Limits and otherwise under this Project Agreement.

19.5.1 In any case where Notice of Termination precedes the effective Early Termination Date:

19.5.1.1 the Development Entity shall continue performing the Work in accordance with, and without excuse from, all the standards, requirements and provisions of the Contract Documents, and without curtailment of services, quality and performance;

19.5.1.2 at the Department's option, the Department may call for Increased Oversight of the Project and the Development Entity's compliance with the obligations under the Contract Documents, to such level as the Department reasonably sees fit to protect against curtailment of services, quality and performance and subject to any coordination and cooperation obligations contained herein; and

19.5.1.3 not later than 90 days prior to a Termination Date, or, if applicable, within three days after the Development Entity receives or delivers a Notice of Termination, the Development Entity shall meet and confer with the Department for the purpose of developing an interim transition plan for the orderly transition of Work, demobilization and transfer of the Project control to the Department. The Parties shall use diligent efforts to complete preparation of the interim transition plan within 15 days after the date the Development Entity receives the Notice of Termination. The Parties shall use diligent efforts to complete a final transition plan within 30 days after such date. The transition plan shall:

- a. be in form and substance acceptable to the Department in its good faith discretion;
- b. include and be consistent with the other provisions and procedures set forth in this PA Section 19.5 (*Termination Procedures and Duties*), all of which procedures the Development Entity shall promptly follow, to the extent applicable, regardless of any delay in preparation or acceptance of the transition plan;
- c. include a plan to promptly deliver as of the Early Termination Date to the Department or its designee possession of all the property, data and documents described herein; and

d. include an estimate of costs and expenses to be incurred by both Parties in connection with the implementation of the transition plan.

19.5.2 On the Termination Date, or as soon thereafter as is possible subject to the terms of the transition plan (if any), the Development Entity shall relinquish and surrender full control and possession of the Project to the Department, and shall cause all Persons claiming under or through the Development Entity to do likewise, in at least the condition required by the Handback Requirements, or otherwise in such lesser condition than required by the Handback Requirements as the Department may direct, in its sole discretion. For all terminations other than a termination for Development Entity Default, the Department will compensate the Development Entity in the Termination Compensation for all Extra Work Costs or Change in Costs incurred in connection with developing and implementing the transition plan, excluding all costs needed to meet the Handback Requirements.

19.5.3 On the later of the Termination Date or the date the Development Entity relinquishes full control and possession, the Department will have the exclusive right to, and shall assume responsibility, at its expense, for the Project.

19.5.4 If as of the Termination Date, the Development Entity has not achieved Final Acceptance, the Department (other than in the event of a termination due to a Department Default) may elect, by Notice to the Development Entity and the Lead Construction Contractor delivered within 90 days after the Termination Date, to continue in effect the Design-Build Contract or to require its termination. If the Department does not deliver Notice of such election within such time period, the Department will be deemed to elect to require termination of the Design-Build Contract. If the Department elects to continue the Design-Build Contract in effect, then the Development Entity shall execute and deliver to the Department a written assignment, in form and substance acceptable to the Department, acting reasonably, of all the Development Entity's right, title and interest in and to the Design-Build Contract, and the Department will assume in writing all of the Development Entity's obligations thereunder that arise from and after the Termination Date. If the Department elects (or is deemed to elect) to require termination of the Design-Build Contract, then the Development Entity shall:

19.5.4.1 take such steps as are necessary to terminate the Design-Build Contract, including notifying the Lead Construction Contractor that the Design-Build Contract is being terminated and that the Lead Construction Contractor is to immediately stop work and stop and cancel orders for materials, services or facilities unless otherwise authorized in writing by the Department;

19.5.4.2 promptly and safely demobilize and secure any construction, staging, lay down and storage areas for the Project and Utility Adjustments included in the Construction Work in a manner satisfactory to the Department, in its good faith discretion, and remove all debris and waste materials except as otherwise approved by the Department in writing;

19.5.4.3 take such other actions as are necessary or appropriate, to mitigate further cost;

19.5.4.4 subject to the prior written approval of the Department, settle all outstanding liabilities and all claims arising out of the Design-Build Contract, or otherwise made by any Contractor, Subcontractor, Utility Owner, or Railroad;

19.5.4.5 cause the Lead Construction Contractor to execute and deliver to the Department a written assignment, reasonably acceptable to the Department, of all Lead Construction Contractor's right, title and interest in and to (a) all Utility and other third party agreements and permits, except subcontracts for performance of the Design Work and Construction Work, provided the Department assumes in writing all of Lead Construction Contractor's obligations thereunder that arise on or after the

Termination Date, and (b) all assignable warranties, claims and causes of action held by Lead Construction Contractor against subcontractors and other third parties in connection with the Project or the Work, to the extent the Project or the Work is adversely affected by any subcontractor or other third party breach of warranty, contract or other legal obligation;

19.5.4.6 carry out such other directions as the Department may reasonably give for, and directly in connection with, termination of Design Work, Construction Work, and Maintenance Work; and

19.5.4.7 If applicable, on the Termination Date or as soon thereafter as is possible or as is provided in the approved transition plan, the Development Entity shall transfer to the Department the amount in the Handback Requirements Reserve Account due the Department in accordance with PA Section 10.13.6 (*Disposition at End of Term*), excluding amounts the Development Entity may retain under PA Section 10.13.6.2 (*Disposition at End of Term*).

19.5.5 If, as of the Termination Date, the Development Entity has entered into any other Contract for the design, construction, maintenance, permitting, installation and equipping of the Project or for Utility Adjustments, the Department may elect (within 30 days of the Termination Date), by Notice to the Development Entity, to continue in effect such contract or to require its termination. If the Department elects to continue the contract in effect, then the Development Entity shall execute and deliver to the Department a written assignment, in form and substance acceptable to the Department, acting reasonably, of all the Development Entity's right, title and interest in and to the contract, and the Department will assume in writing the Development Entity's obligations thereunder that arise from and after the Termination Date. If the Department elects to require termination of any Contract, then the Development Entity shall take actions comparable to those set forth in PA Section 19.4.4 (*Department Options upon the Development Entity Notice*) with respect to such Contract.

19.5.6 Within 30 days after Notice of Termination is delivered, or such other time period as mutually agreed between the Parties, the Development Entity shall provide the Department with a true and complete list of all materials, goods, machinery, equipment, parts, supplies and other property in inventory or storage (whether held by the Development Entity or any Person on behalf of or for the account of the Development Entity) for use in or respecting the Work or the Project, or on order or previously completed but not yet delivered from Suppliers for use in or respecting the Work or the Project. In addition, on or about the Termination Date, the Development Entity shall transfer title and deliver to the Department, through bills of sale or other documents of title, as directed by the Department and in a form mutually agreeable to the Parties, all such materials, goods, machinery, equipment, parts, supplies and other property, provided the Department assumes in writing all of the Development Entity's obligations under any contracts relating to the foregoing that arise on or after the Termination Date or the effective date of the transfer.

19.5.7 The Development Entity shall take all action that may be necessary, or that the Department may direct, for the protection and preservation of the Project, the Work and such materials, goods, machinery, hardware, data, documentation, equipment, parts, supplies and other property.

19.5.8 On or about the Termination Date, the Development Entity shall execute and deliver to the Department, together with an executed bill of sale or other written instrument, in form and substance reasonably acceptable to the Department, assigning and transferring to the Department all of the Development Entity's right, title and interest in:

19.5.8.1 all completed or partially completed Design Documents and other documents and information pertaining to the design or construction of the Project or the Utility Adjustments;

19.5.8.2 all samples, borings, boring logs, geotechnical data and similar data and information relating to the Project;

19.5.8.3 all Books and Records, reports, test reports, studies and other documents of a similar nature relating to the Work and the Project;

19.5.8.4 all data (including Project Data) and information relating to the use of the Project, including all studies, reports, and other information provided that the transfer of any Intellectual Property shall be subject to PA Section 21.4 (*Proprietary Intellectual Property*); and

19.5.8.5 all other work product and Intellectual Property used or owned by the Development Entity or any Affiliate relating to the Work, the Project, provided that the transfer of any Intellectual Property shall be subject to PA Section 21.4 (*Proprietary Intellectual Property*).

19.5.9 On or about the Termination Date, the Development Entity shall execute and deliver to the Department a written assignment, in a form reasonably acceptable to the Department, of all of the Development Entity's right, title and interest in and to any escrows or similar arrangements for the protection of Intellectual Property, Source Code or Source Code Documentation of others used for the Project or the Work.

19.5.10 On or about the Termination Date, the Development Entity shall execute and deliver to the Department a written assignment, in a form reasonably acceptable to the Department, of all the Development Entity's right, title and interest in and to all Warranties.

19.5.11 The Development Entity shall otherwise assist the Department in such manner as the Department may reasonably require prior to and for a reasonable period following the Termination Date to ensure the orderly transition of the Project and its management to the Department, and shall, if appropriate and if requested by the Department, take all steps as may be necessary to enforce the provisions of the Key Contracts pertaining to the surrender of the Project.

19.5.12 Until the later of (a) three years following the Termination Date, and (b) three years following the FHWA Final Voucher Date, the Development Entity shall maintain a secure archive copy of all electronic data (including archived Project Data) transferred to the Department.

19.6 Effect of Termination

19.6.1 Except for any Termination Compensation payable under PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*) or amounts the Development Entity is otherwise entitled to expressly retain under this Agreement, including any compensation due but not yet paid for a Compensation Event or any amounts the Development Entity may be entitled to receive under PA Sections 18.6.2.3 (*Damages and Other Remedies*) and 18.6.4 (*Procedure for Payment of Judgements*), termination of this Project Agreement under any provision of this PA Article 19 (*Termination*) shall automatically cause, as of the Termination Date, the cessation of any and all rights or interest of the Development Entity, tangible and intangible, in or with respect to the Project, the Project Limits, and the Handback Requirements Reserve Account, which thereupon shall be and remain free and clear of any Lien created, permitted or suffered by the Development Entity or anyone claiming by, through or under the Development Entity, including the Liens, assignments, and collateral assignments of any and all Funding Agreements and Security Documents.

19.6.2 In order to confirm the foregoing, at the Department's request, the Development Entity shall promptly obtain and deliver to the Department recordable reconveyances, releases and

discharges of all Security Documents, executed by the Lenders, provided, however, that no such reconveyances, releases and discharges shall be necessary to the effectiveness of the foregoing.

19.7 Contracts and Agreements

19.7.1 Regardless of the Department's prior actual or constructive knowledge thereof, no Contract or other agreement to which the Development Entity is a party (unless the Department is also a party thereto) as of the Termination Date shall bind the Department, unless the Department elects to assume such Contract or other agreement in writing. Except in the case of the Department's express written assumption, no such Contract or other agreement shall entitle the contracting party to continue performance of work or services respecting the Project following the Development Entity's relinquishment to the Department of possession and control of the Project, or to any claim, legal or equitable, against the Department.

19.8 Liability After Termination; Final Release

19.8.1 No termination of this Project Agreement shall excuse either Party from any liability arising out this Project Agreement that became due and payable or regarding any default that occurred prior to termination. Notwithstanding the foregoing, any termination of this Project Agreement shall automatically extinguish any claim hereunder, or at law, of the Development Entity to payment of Extra Work Costs, Delay Costs, or Change in Costs for adverse cost impacts accruing after the Early Termination Date from Compensation Events that occurred prior to termination, except in each case for those Compensation Events where a Compensation Event Determination was made by the Department prior to the Early Termination Date, which entitled the Development Entity to any such amounts.

19.8.2 If this Project Agreement is terminated early for any reason, then the Department's payment to the Development Entity of the amounts required thereunder (if any) shall constitute full and final satisfaction of, and upon payment the Department shall be forever released and discharged from, any and all claims, causes of action, suits, demands and Losses, known or unknown, suspected or unsuspected, that the Development Entity may have against the Department arising out of or relating to this Project Agreement or termination thereof, or the Project, except for: (1) specific Disputes that are asserted by the Development Entity in accordance with PA Section 18.7 (*Dispute Resolution Procedures*) not later than 30 days after the effective date of termination and are unresolved at the time of such payment; and/or (2) disputes related to termination or Termination Compensation. Upon such payment, the Development Entity shall execute and deliver to the Department all such releases and discharges as the Department may reasonably require to confirm the foregoing, but no such written release and discharge shall be necessary to give effect to the foregoing satisfaction and release.

19.9 Exclusive Termination Rights

This PA Article 19 (*Termination*), together with the express provisions on termination set forth in PA Sections 18.3.1 (*Termination*) and 19.1.1 (*Termination for Convenience*), contain the entire and exclusive provisions and rights of the Department and the Development Entity regarding termination of this Project Agreement, and any and all other rights to terminate by either Party at law or in equity are hereby waived to the maximum extent permitted by Law.

19.10 Access to Information

The Development Entity shall conduct all discussions and negotiations to determine any Termination Compensation, and shall share with the Department all data, documents and information pertaining thereto, on an Open Book Basis.

19.11 Termination by Court Ruling

19.11.1 Except in the circumstances described in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*) "Termination by Court Ruling" means each of the following, in each case, not subject to further appeal (a) issuance of a final order by a court of competent jurisdiction to the effect that this Project Agreement or the Project is void or unenforceable or impossible to perform in its entirety, (b) issuance of a final order by a court of competent jurisdiction upholding the binding effect on the Development Entity or the Department of a Change in Law that causes impossibility of performance of a material obligation by the Development Entity or the Department under the Contract Documents or impossibility of exercising a material right of the Development Entity or the Department under the Contract Documents, (c) occurrence of the circumstances described in PA Section 25.12.2 (*Severability*), or (d) issuance of a final order by a court of competent jurisdiction to the effect that a material provision under any Contract Document is void or unenforceable so as to deprive the Development Entity of its ability to exercise a material right granted to the Development Entity under such Contract Document and such inability resulting from such order cannot be otherwise remedied through a Compensation Event, Relief Event or other contractual remedy. In each such case, subject to PA Section 19.11.2 (*Termination by Court Ruling*), the final court order shall be treated as the Notice of Termination.

19.11.2 Promptly following any Termination by Court Ruling, either Party may notify the other Party, by Formal Communication, the effective date of the Termination by Court Ruling (which shall be retroactive to the date of issuance of the Termination by Court Ruling), which shall also serve as Notice of Termination.

19.11.3 Once Termination by Court Ruling becomes effective, to the extent permitted, the Department and the Development Entity shall cooperate to implement PA Section 19.4 (*Termination for Extended Relief Event or Permitted Closure, or Insurance Unavailability*), PA Section 19.8 (*Liability After Termination; Final Release*), and PA Section 19.9 (*Exclusive Termination Rights*).

19.11.4 Notwithstanding PA Section 19.11.2 (*Termination by Court Ruling*), if a Termination by Court Ruling occurs, the Development Entity shall be entitled to compensation in accordance with PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Payment shall be due and payable as and when provided in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.12 Termination for Failure of Financial Close

19.12.1 The Development Entity or the Department may terminate this Project Agreement without fault or penalty (except as expressly provided for under this Project Agreement) if Financial Close does not occur by the Financial Close Deadline and such failure is directly attributable to any of the contingencies set forth in PA Section 4.7.6 (*Failure to Achieve Financial Close*). However, Notice of Termination shall obligate the Department and the Development Entity to engage in good faith negotiations for a minimum period of 30 days before such termination is effective. Termination shall take effect at the end of such 30-day period unless the Parties otherwise agree in writing. In the event of such a termination:

19.12.1.1 this Project Agreement shall be deemed terminated;

19.12.1.2 the Department and the Development Entity shall take all actions specified to occur on or about the Termination Date set forth in PA Section 19.5 (*Termination Procedures and Duties*); and

19.12.1.3 the Development Entity shall be entitled to Termination Compensation to the extent, provided in Section 4 of PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Payment shall be due and payable as and when provided in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*). Any Dispute arising out of the determination of such compensation shall be resolved according to the Dispute Resolution Procedures.

19.12.2 If the Development Entity fails to achieve Financial Close by the Financial Close Deadline, such failure is not directly attributable to any of the contingencies set forth in PA Section 4.7.6 (*Failure to Achieve Financial Close*), and neither Party is then entitled to terminate this Project Agreement under PA Section 19.11 (*Termination by Court Ruling*), then the following terms and conditions shall apply:

19.12.2.1 the Department shall have the right to terminate this Project Agreement upon five days' prior Notice to the Development Entity, without need for Remedial Notice or any other Notice and without any additional cure period, unless the Development Entity achieves Financial Close in accordance with the conditions set forth in PA Section 4.7.4 (*Conditions to Financial Close*) within such five-day period;

19.12.2.2 in the event of such termination, the Development Entity shall be liable for and pay to the Department liquidated damages for such failure in the amount of the Financial Close Security, which the Department acknowledges will be paid and satisfied for solely by the PDA Entity's PDA Performance Security required under the PDA. Such liquidated damages shall constitute the Department's sole right to damages, relief and remedy under this Project Agreement or at Law on account of such failure and termination of this Project Agreement;

19.12.2.3 upon or after Early Termination Date, the Department shall be entitled to a draw on or forfeiture of the Financial Close Security, as applicable, without prior Notice to or demand upon the Development Entity, as liquidated damages arising from the Development Entity's failure to achieve Financial Close by the Financial Close Deadline.

19.12.3 The Development Entity acknowledges that such liquidated damages are reasonable in order to compensate the Department for damages it will incur as a result of the lost opportunity to the Department represented by this Project Agreement. Such damages include the harm from the difficulty, and substantial additional expense, to the Department, to procure and deliver, and maintain the Project through other means, loss of or substantial delay in use, enjoyment and benefit of the Project by the general public, and injury to the credibility and reputation of the Department's transportation improvement program, with policy makers, other Governmental Entities and the general public who depend on and expect availability of service. The Development Entity further acknowledges that these damages are incapable of accurate measurement because of, among other things, the unique nature of the Project and the unavailability of a substitute for it.

19.12.4 No Effect of PDA or Other Agreements

19.12.4.1 Notwithstanding any other provision to the contrary, the Department acknowledges and agrees that nothing under the PDA, including any breach, default or event of default by either the PDA Entity or the Department under the PDA or any termination of the PDA, shall (a) have any effect on the validity of the Contract Documents or any other document to which the Department is a party in relation to the Project (including any Direct Agreement), (b) have any other effect on the Contract Documents or any other document to which the Department is a party in relation to the Project (including any Direct Agreement), or (c) constitute any noncompliance, breach, default, or event of default hereunder or thereunder or be grounds for termination hereof or thereof.

19.12.4.2 Notwithstanding any other provision to the contrary, the Department acknowledges and agrees that any noncompliance, default, event of default or other breach by a development entity under a project agreement or any other document for another "Project" from another Package Proposal or any termination of any such agreement shall (a) have no effect on the validity of the Contract Documents or any other document to which the Department is a party in relation to the Project (including any Direct Agreement), (b) have no other effect on the Contract Documents or any other document to which the Department is a party in relation to the Project (including any Direct Agreement), and (c) not constitute any noncompliance, breach, default, or event of default hereunder or thereunder or be grounds for termination hereof or thereof.

19.12.5 Cross-Default of PDA; Effects on other Agreements

19.12.5.1 The Development Entity acknowledges and agrees that the Department issuance of a Notice of Termination of this Project Agreement under this PA Section 19.12 (*Termination for Failure of Financial Close*) for failure to achieve Financial Close for reasons other than as set forth in PA Section 4.7.6 (*Failure to Achieve Financial Close*) constitutes a Default Termination Event (as a Development Entity Default under PA Section 18.1.1.8 (*Development Entity Default*)) and a material default under the PDA, entitling, but not obligating, the Department to terminate the PDA in accordance with its terms, and subject to its conditions.

19.12.5.2 The Development Entity and the Department each acknowledge and agree that termination of this Project Agreement for a Development Entity Default for failure to reach Financial Close will not constitute a default under other project agreements for other "Projects" from other Package Proposals.

Article 20 ASSIGNMENT AND TRANSFER

20.1 Restrictions on Assignment, Subletting and Other Transfers

20.1.1 The Development Entity shall not voluntarily or involuntarily sell, assign, convey, transfer, pledge, mortgage or otherwise encumber the Development Entity's Interest or any portion thereof without the Department's prior written approval, except:

20.1.1.1 to Lenders for security as permitted by this Project Agreement, provided the Development Entity retains responsibility for the performance of the Development Entity's obligations under the Contract Documents;

20.1.1.2 the grant or enforcement of security in favor of the Lenders over or in relation to any shares or membership interests in the Development Entity under a Security Document;

20.1.1.3 to any Lender affiliate that is a Substituted Entity or to any other Substituted Entity approved by the Department; provided that such Substituted Entity assumes in writing full responsibility for performance of the obligations of the Development Entity under this Project Agreement and the other Contract Documents to which the Development Entity is a party arising from and after the date of assignment; or

20.1.1.4 to any entity that is under the same management control as the Development Entity; or

20.1.1.5 as expressly provided herein.

20.1.2 The Development Entity shall not grant any special right of entry onto, special occupancy of, use of, or right to manage and control the Project to any other Person that is not in the ordinary course of the Development Entity performing the Work, without the Department's prior written approval.

20.1.3 Any voluntary or involuntary sale, assignment, conveyance, transfer, pledge, mortgage, encumbrance, or grant of right of entry, or grant of other special management, control, occupancy or use of the Project in violation of this provision shall be null and void *ab initio* and the Department may, by Remedial Notice, declare any such attempted action to be a material Development Entity Default.

20.2 Restrictions on Equity Transfers and Change of Control

20.2.1 The Parties acknowledge and agree that no less than 51% of the equity ownership of the Development Entity shall be held directly or indirectly by the Equity Members of the PDA Entity until two years following the Final Acceptance Date. Except as provided in PA Section 20.2.3 (*Restrictions on Equity Transfers and Change of Control*), no voluntary or involuntary Equity Transfers by or among Equity Members are allowed from the Effective Date to the second anniversary of the Final Completion Date, unless the Development Entity obtains the Department's approval as provided in PA Section 20.3 (*Standards and Procedures for Certain Department Approvals*).

20.2.2 Except as provided in PA Section 20.2.3 (*Restrictions on Equity Transfers and Change of Control*), from and after such second anniversary, any voluntary or involuntary Change of Control of the Development Entity, including any Equity Transfer that would result in a Change of Control, shall be subject to the Department's prior written approval in accordance with PA Section 20.3 (*Standards and Procedures for Certain Department Approvals*).

20.2.3 Transfers and transactions within any of the exceptions described in clauses (a) through (f) of the definition of Change of Control are allowed at any time without necessity for the Department's approval but, in the case of exceptions described in clauses (b) through (c) and clause (f), subject to the condition that the Development Entity deliver to the Department, within 10 days prior to the effectiveness of the transfer or transaction, Notice describing the transfer or transaction and (if applicable) the names of the transferor and transferee, together with documentation demonstrating that the transfer or transaction is within such an exception.

20.2.4 Any purported voluntary or involuntary Equity Transfer or Change of Control in violation of this PA Section 20.2 (*Restrictions on Equity Transfers and Change of Control*) shall be null and void *ab initio*, and the Department, at its option, may declare it to be a Development Entity Default.

20.3 Standards and Procedures for Certain Department Approvals

20.3.1 Where the Department's prior approval is required for a proposed sale, assignment, conveyance, transfer, pledge, mortgage, encumbrance, sublease or grant of other special occupancy or use, or for any proposed Equity Transfer or Change of Control, and such transaction is proposed at any time from the Effective Date to the period ending two years after the Final Acceptance Date, the Department may withhold or condition its approval in its sole discretion. Any such decision of the Department to withhold consent shall be final, binding and not subject to the Dispute Resolution Procedures.

20.3.2 Thereafter, the Department will not unreasonably withhold its approval to any Change of Control. Among other reasonable factors and considerations, it shall be reasonable for the Department to withhold its approval if:

20.3.2.1 the Development Entity fails to demonstrate to the Department's reasonable satisfaction that the proposed assignee, sublessee, grantee or transferee, or the proposed transferee of rights or equity interests that would amount to a Change of Control (for purposes of these PA Sections 20.2 (Restrictions on Equity Transfers and Change of Controls) through 20.6 (Change of Organization or Name)), (collectively the "Transferee"), and its proposed contractors (a) have the financial resources, qualifications and experience to timely perform the Development Entity's obligations under the Contract Documents, and (b) are in compliance with the Department's rules, regulations and adopted written policies regarding organizational conflicts of interest which are in effect as of the Technical Setting Date;

20.3.2.2 at the time of the proposed sale, assignment, conveyance, transfer, pledge, mortgage, encumbrance, sublease or grant of other special occupancy or use requiring the Department's prior approval, or of any proposed Change of Control, there exists any uncured Development Entity Default unless the Department receives from the proposed Transferee assurances of cure and performance acceptable to the Department in its good faith discretion; or

20.3.2.3 less than all of the Development Entity's Interest is proposed to be assigned, conveyed, transferred, pledged, mortgaged, encumbered or granted.

20.3.3 The Department will approve or disapprove within 15 Business Days after it receives from the Development Entity a Formal Communication consisting of a request for approval together with (a) a reasonably detailed description of the proposed transaction, (b) such information, evidence and supporting documentation as reasonably necessary to provide the identity, financial resources, qualifications, experience and potential conflicts of interest of the proposed Transferee and its proposed contractors, and (c) such evidence of organization and authority, and such incumbency certificates, certificates regarding debarment or suspension and other certificates, representations and warranties customarily obtained in connection with such approvals or reasonably necessitated by the subject transfer.

20.3.4 If for any reason the Department does not act within such 21 day period, or any extension thereof by mutual agreement of the Parties, then the Department shall be deemed to have rejected the proposed sale, assignment, conveyance, transfer, pledge, mortgage, encumbrance, sublease or grant of other special occupancy or use, Equity Transfer or Change of Control; provided, however, that the Development Entity shall have the right to submit any rejection for resolution according to the Dispute Resolution Procedures.

20.3.5 Following any approval of a Change of Control under this PA Section 20.3, the Parties shall each use good faith efforts to mutually agree upon and execute any necessary amendment(s) to the Contract Documents (provided, however, that, for avoidance of doubt, the Department shall not be obligated to approve any such an amendment(s) within the 21 day period described in PA Section 20.3.3).

20.4 Assignment by Department

The Department may assign all or any portion of its rights, title and interests in and to, collectively but not individually, in the Contract Documents, P&P Bond(s), guaranties, letters of credit and other security for payment or performance provided pursuant to the Contract Documents, (a) without the Development Entity's consent, to any other Person that succeeds to the governmental powers and authority of the Department, provided that (i) such Person has the same or equivalent legal authority with respect to the Project (ii) such Person has the sources of funding for the Availability Payments, Compensation Event payments and payments of Termination Compensation that are at least as adequate and secure as the Department's at the time of the assignment, (iii) such Person has become a party to the Direct Agreement, and (iv) such assignment is not prohibited by Law, and (b) to others with the prior written consent of the Development Entity.

20.5 Notice and Assumption

20.5.1 Assignments and transfers of the Development Entity's Interest permitted under this PA Article 20 (*Assignment and Transfer*) or otherwise approved in writing by the Department will be effective only upon the Department's receipt of Notice of the assignment or transfer and, for any full assignment of the Development Entity's Interest, a written instrument executed by the Transferee, in form and substance acceptable to the Department, in which the Transferee, without condition or reservation, assumes all of the Development Entity's obligations, duties and liabilities under the Contract Documents then in effect and agrees to perform and observe all provisions thereof applicable to the Development Entity.

20.5.2 Each Transferee, including any Person who acquires the Development Entity's Interest pursuant to foreclosure, transfer in lieu of foreclosure or similar proceeding, shall take the Development Entity's Interest subject to, and shall be bound by, the Contract Documents.

20.5.3 Except with respect to assignments and transfers pursuant to foreclosure, transfer in lieu of foreclosure or similar proceeding, the transferor and Transferee shall give the Department Notice of the assignment not less than 30 days prior to the intended effective date thereof.

20.6 Change of Organization or Name

20.6.1 The Development Entity shall not change the legal form of its organization in a manner that adversely affects the Department's rights, protections and remedies under the Contract Documents without the prior written approval of the Department, which consent may be granted or withheld in the Department's sole discretion.

20.6.2 In the event either Party changes its name, such Party agrees to promptly furnish the other Party with Notice of change of name and appropriate supporting documentation.

Article 21 RECORDS AND AUDITS; INTELLECTUAL PROPERTY

21.1 Maintenance and Inspection of Books and Records

21.1.1 The Development Entity shall keep and maintain in the Project Office, or in another location the Department approves in writing in its sole discretion, all Books and Records relating to the Project, Utility Adjustments, or Work, including copies of all original documents delivered to the Department. The Development Entity shall notify the Department where such records and documents are kept. The Development Entity shall keep and maintain such Books and Records in accordance with applicable provisions of the Contract Documents, TP Section 3.3.5 (Document and Data Management Plan), the Project Management Plan, and in accordance with applicable Laws and Good Industry Practice.

21.1.2 The Development Entity shall make all Books and Records for the Project available for inspection by the Department, any Department-Related Entity, the Commonwealth and each of its/their representatives and legal counsel at the Development Entity's principal offices in the Commonwealth, at all times during normal business hours, without charge. The Development Entity shall provide to the Department (and to FHWA, or otherwise to the Department's designee) copies thereof (a) as and when expressly required by the Contract Documents, or (b) for those not expressly required under the Contract Documents, upon request and at no expense to the Department. The Department may conduct any such inspection upon 48 hours' prior Notice, or unannounced and without prior notice where there is good faith suspicion of fraud. The right of inspection includes the right to make extracts and take notes. The provisions of this PA Section 21.1.2 (*Maintenance and Inspection of Books and Records*) are subject to the following:

21.1.2.1 The Development Entity reserves the right to assert exemptions from disclosure for information that would be exempt under applicable Commonwealth Law from discovery or introduction into evidence in legal actions;

21.1.2.2 The Development Entity shall retain the Books and Records until the date that is the later of (a) three years following the Termination Date, and (b) three years following the FHWA Final Voucher Date, at which point the Development Entity shall deliver, and cause to be delivered, the Books and Records to the Department; provided, however, that if the Contract Documents or applicable Law (including applicable federal Laws) specify any longer time period for retention of particular records, then such time period shall control and the Development Entity shall retain such Books and Records until the end of such longer time period, whereupon the Development Entity shall deliver, and cause to be delivered, the Books and Records to the Department. Notwithstanding the foregoing, all records that relate to Compensation Events, Compensation Event Notices, Relief Events, Relief Event Notices, and Disputes being processed or actions brought under the Dispute Resolution Procedures shall be retained and made available until any later date that such Disputes are finally resolved. Refer to Attachment 1 to PA Exhibit 7 (*Federal Legal Requirements*) regarding applicable federal requirements; and

21.1.2.3 Development Entity shall prepare all necessary records in form and content necessary for the Commonwealth to comply with Statement No. 60 of the Governmental Accounting Standard Board (also colloquially referred to as "GASB 60") with regards to each of the Bridges through the end of the Term.

21.1.2.4 The Development Entity shall provide an inventory of the Books and Records to the Department, upon request, and ultimately with the final distribution pursuant to PA Section 21.1.2.2 (*Maintenance and Inspection of Books and Records*).

21.2 Audits

21.2.1 The Department or the Commonwealth will have such rights to review and audit the Development Entity, its Contractors and their respective Books and Records as and when the Department or the Commonwealth deems necessary for purposes of verifying compliance with the Contract Documents and applicable Law. Without limiting the foregoing, the Department will have the right to audit the Development Entity's compliance with the Project Management Plan, including the right to inspect Work or activities and to verify the accuracy and adequacy of the Project Management Plan and its component parts, plans and other documentation. The Department may conduct any such audit of Books and Records upon 48 hours' prior Notice, or unannounced and without prior notice where there is good faith suspicion of fraud.

21.2.2 All Compensation Event Notices and Relief Event Notices delivered to the Department will be subject to audit at any time following receipt by the Department. The audit may be performed by employees of the Department or by an auditor under contract with the Department or the Commonwealth. Notice shall not be required before commencing any audit prior to 60 days after the Termination Date. Thereafter, the Department will provide 20 days' notice to the Development Entity, any Contractors or their respective agents before commencing an audit. The Development Entity, Contractors or their agents shall provide reasonably adequate facilities for the audit during normal business hours. The Development Entity, Contractors or their agents shall cooperate with the auditors. Failure of the Development Entity, Contractors or their agents to maintain and retain sufficient Books and Records to allow the auditors to verify all or a portion of any such notices or to permit the auditor access to such Books and Records shall constitute a waiver of the basis for relief (or compensation, or both) and shall bar any recovery thereunder. At a minimum, the auditors shall have available to them the

following documents pertaining to the Project, in each case as they relate to the applicable Compensation Event Notice or Relief Event Notice:

- 21.2.2.1 daily time sheets and supervisor's daily reports;
- 21.2.2.2 union agreements;
- 21.2.2.3 insurance, welfare, and benefits records;
- 21.2.2.4 payroll registers;
- 21.2.2.5 earnings records;
- 21.2.2.6 payroll tax forms;
- 21.2.2.7 material invoices and requisitions;
- 21.2.2.8 material cost distribution work sheet;
- 21.2.2.9 equipment records (list of company equipment, rates, etc.);
- 21.2.2.10 Contractors' (including Suppliers') invoices;
- 21.2.2.11 Contractors' and agents' payment certificates;
- 21.2.2.12 canceled checks (payroll and Suppliers);
- 21.2.2.13 job cost report;
- 21.2.2.14 job payroll ledger;
- 21.2.2.15 general ledger;
- 21.2.2.16 cash disbursements journal;

21.2.2.17 all documents that relate to each and every applicable Formal Communication together with all documents that support the amount of damages as to each claim for relief thereunder;

21.2.2.18 work sheets used to prepare the notice establishing the cost components, including labor, benefits and insurance, materials, equipment, Contractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

21.2.2.19 records, backup and prepared documents needed for compliance with GASB 60.

21.2.3 [Reserved]

21.2.4 Any rights of the FHWA to review and audit the Development Entity, its Contractors and their respective Books and Records are set forth in Attachment 1 to PA Exhibit 7 (*Federal Legal Requirements*).

21.2.5 The Department's and the Commonwealth's rights of audit includes the right to observe the business operations of the Development Entity and its Contractors to confirm the accuracy of Books and Records.

21.2.6 The Project Management Plan shall include internal procedures to facilitate review and audit by the Department and, if applicable, FHWA.

21.2.7 The Development Entity represents and warrants that it will use good faith efforts to ensure the completeness and accuracy in all material respects of all information it or its agents provides in connection with the Department or Commonwealth audits, and shall use good faith efforts to cause all Contractors other than Governmental Entities acting as Contractors to warrant the completeness and accuracy in all material respects of all information such Contractors provide in connection with the Department or Commonwealth audits.

21.2.8 The Development Entity's internal and third party quality and compliance auditing responsibilities shall be set forth in the Project Management Plan.

21.2.9 Nothing in the Contract Documents shall in any way limit the constitutional and statutory powers, duties and rights of Commonwealth agencies or elected Commonwealth officials, including the independent rights of the Commonwealth's Auditor General, in carrying out his or her legal authority. The Development Entity understands and acknowledges that (a) the Commonwealth's Auditor General may conduct an audit or investigation of any entity receiving funds from the Commonwealth directly under this Project Agreement or indirectly through a Contract, (b) acceptance of funds directly under this Project Agreement or indirectly through a Contract acts as acceptance of the authority of the Commonwealth auditor to conduct an audit or investigation in connection with those funds, and (c) an entity that is the subject of an audit or investigation must provide the Commonwealth auditor with access to any information the Commonwealth's Auditor General considers relevant to the investigation or audit.

21.3 Right-to-Know Law and Freedom of Information Act

21.3.1 The Development Entity acknowledges and agrees that the Right-to-Know Law applies to this Project Agreement and that all Books and Records and other materials in the Department's possession, as well as in any Development Entity-Related Entity's possession or control, are subject to the provisions of the Right-to-Know Law, subject only to certain exceptions and exemptions contained therein. The Development Entity shall comply with the Right-to-Know Law and acknowledges that the Department shall be required by Commonwealth law to comply with the Right-to-Know Law with respect to the Project, to include specifically to respond to public requests for information consistent therewith.

21.3.2 If the Department needs the Development Entity's assistance in any matter arising out of the RTKL related to this Project Agreement, it shall provide a Notice to the Development Entity. The Development Entity, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Department.

21.3.3 Upon written notification from the Department, dispatched within five days after receipt from the RTKL requestor, that it requires the Development Entity's assistance in responding to a request under the RTKL for information related to this Project Agreement that may be in the Development Entity's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("RTKL Requested Information"), the Development Entity shall:

21.3.3.1 provide the Department, within 10 days after receipt of the written notification described in PA Section 21.3.3 just above, access to, and copies of, any document or information in the Development Entity's possession arising out of this Project Agreement that the

Department reasonably believes is RTKL Requested Information and may be a public record under the RTKL; and

21.3.3.2 provide such other assistance as the Department may reasonably request, in order to comply with the RTKL with respect to this Project Agreement.

21.3.4 If the Development Entity considers the RTKL Requested Information to include a request for a "trade secret" or "confidential proprietary information", as those terms are defined by the RTKL, or other information that the Development Entity considers exempt from production under the RTKL, the Development Entity must notify the Department and provide, within seven days after receiving the written notification, a written statement signed by a representative of the Development Entity explaining why the requested material is exempt from public disclosure under the RTKL.

21.3.5 The Department will rely upon the written statement from the Development Entity in denying a RTKL request for the RTKL Requested Information unless the Department determines that the RTKL Requested Information is clearly not protected from disclosure under the RTKL. Should the Department determine that the RTKL Requested Information is clearly not exempt from disclosure, the Development Entity shall provide the RTKL Requested Information within five Business Days after receipt of written notification of the Department's determination.

21.3.6 If the Development Entity fails to provide the RTKL Requested Information within the time period required by these provisions or as otherwise extended by agreement between the Department and the requesting party, the Development Entity shall indemnify and hold the Department and Commonwealth harmless for any damages, penalties, or costs that the Department or Commonwealth actually incurs as a direct result of the Development Entity's failure, including any statutory damages assessed against the Department or the Commonwealth.

21.3.7 The Department will reimburse the Development Entity for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Commonwealth Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

21.3.8 The Development Entity may file a legal challenge to any Department decision to release a record to the public with the Commonwealth Office of Open Records, or in the Commonwealth courts, however, the Development Entity shall indemnify the Department and/or the Commonwealth for any legal expenses incurred by the Department and/or the Commonwealth as a result of such a challenge and shall hold the Department and the Commonwealth harmless for any damages, penalties, or costs that the Department or Commonwealth may incur as a result of the Development Entity's failure, including any statutory damages assessed against the Department or Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Development Entity agrees to waive all rights or remedies that may be available to it as a result of the Department's disclosure of RTKL Requested Information pursuant to the RTKL.

21.3.9 The Development Entity's duties relating to the RTKL are continuing duties that survive the expiration of this Project Agreement and shall continue as long as the Development Entity has RTKL Requested Information in its possession.

21.3.10 The Development Entity further acknowledges and agrees that all Submittals, records, documents, drawings, plans, specifications and other materials in FHWA's possession may also be subject to disclosure under federal Law, including the Freedom of Information Act. The Development

Entity's rights and obligations with respect to such disclosure shall be in accordance with such federal Law.

21.4 Proprietary Intellectual Property

21.4.1 The Development Entity shall deliver, or cause to be delivered, to the Department copies of all Proprietary Intellectual Property owned by or licensed to the Development Entity that it uses in providing the Work. All Proprietary Intellectual Property shall remain exclusively the property of the Development Entity or its Affiliates or Contractors that supply the same, notwithstanding any delivery of copies thereof to the Department.

21.4.2 The Department shall have, and is hereby granted by the Development Entity, a perpetual, nonexclusive, transferable, royalty-free, irrevocable, worldwide, fully paid up right and license to use, reproduce, modify, adapt and disclose, and sublicense others to use, reproduce, modify, adapt and disclose, the Proprietary Intellectual Property of the Development Entity solely in connection with the Project. The Department's rights to exercise the foregoing license shall commence and endure only at the following times:

21.4.2.1 from and after the Termination Date, for any reason whatsoever;

21.4.2.2 during any time that the Department is exercising any step-in rights pursuant to PA Section 18.3.2 (*Step-In Rights*), in which case the Department may exercise such license only in connection with the Project;

21.4.2.3 during any time that a receiver is appointed for the Development Entity, or during any time that there is pending a voluntary or involuntary proceeding in bankruptcy in which the Development Entity is the debtor; and

21.4.2.4 during any time that the Development Entity has been replaced.

21.4.3 Subject to the license and rights granted to the Department pursuant to PA Section 21.5.2 (*Intellectual Property*), the Department will not at any time sell any Proprietary Intellectual Property of the Development Entity or use, reproduce, modify, adapt and disclose, or allow any party to use, reproduce, modify, adapt and disclose, any such Proprietary Intellectual Property for any other purpose not consistent with PA Section 21.5.2 (*Intellectual Property*).

21.4.4 The right to transfer the license is limited to any assignee of the Department pursuant to PA Section 20.4 (*Assignment by Department*) or any Governmental Entity that succeeds to the power and authority of the Department generally or with respect to the Project.

21.4.5 The Department's right to sublicense the Proprietary Intellectual Property of the Development Entity is limited to Commonwealth regional Governmental Entities that own or operate any portion of the Project, and to the concessionaires, contractors, subcontractors, employees, attorneys, consultants and agents that are retained by or on behalf of the Department or any such Commonwealth or regional Governmental Entity in connection with the Project. All such sublicenses shall be subject to PA Section 21.5.10 (*Intellectual Property*). Nothing in this Project Agreement shall prohibit or limit either Party's use of information (a) previously known to it without obligation of confidence, (b) independently developed by it, (c) acquired by it from a third party that is not, to its knowledge, under an obligation of confidence with respect to such information, or (d) which is or becomes publicly available through no breach of this Project Agreement.

21.4.6 Subject to PA Section 21.3 (*Right-to-Know Law and Freedom of Information Act*), the Department will:

21.4.6.1 not disclose any Proprietary Intellectual Property of the Development Entity to any Person other than authorized transferees and sublicensees who agree to be bound by any confidentiality obligations of the Department relating thereto that contain provisions no less stringent than those used for the Department's own confidential information, and in any case no less than commercially reasonable standards of confidentiality;

21.4.6.2 enter into a commercially reasonable confidentiality agreement if requested by the Development Entity with respect to the licensed Proprietary Intellectual Property; and

21.4.6.3 include, or where applicable require such Commonwealth or regional Governmental Entity to include, in the contract with the sublicensee its covenant to employ sound business practices no less diligent than those used for its own confidential information, and no less diligent than required by commercially reasonable standards of confidentiality, to protect all Proprietary Intellectual Property of the Development Entity and other materials provided under the sublicense against disclosure to third parties not in receipt of a sublicense, and to use the sublicense only for the permitted purposes.

21.4.7 Notwithstanding any contrary provision of the Contract Documents, in no event shall the Department or any of its Constituents be liable to the Development Entity, any Affiliate of the Development Entity, or any Contractor for any damages, including loss of profit, arising out of breach of the duty of confidentiality set forth in PA Section 21.5.10 (*Intellectual Property*) if such breach is not the result of gross negligence or intentional misconduct or is required under the provisions of the Right-to-Know Law or a court order or other legal requirement. The Development Entity hereby irrevocably waives all claims to any such damages.

21.4.8 The Development Entity shall continue to have a full and complete right to use any and all duplicates or other originals of its Proprietary Intellectual Property in any manner it chooses.

21.4.9 With respect to any Proprietary Intellectual Property owned by a Person other than the Development Entity, including any Affiliate, and other than the Department or a Governmental Entity acting as a Contractor, the Development Entity shall obtain from such owner, concurrently with execution of any contract, subcontract or purchase order with such owner or with the first use or adaptation of the Proprietary Intellectual Property in connection with the Project, for the Development Entity and the Department, a nonexclusive, transferable, irrevocable, fully paid up licenses to use, reproduce, modify, adapt and disclose such Proprietary Intellectual Property solely in connection with the Project, of at least identical scope, purpose, duration and applicability as the license granted under PA Section 25.4.2 (*Independent Contractor*). The limitations on sale, transfer, sublicensing and disclosure by the Department set forth in PA Sections 21.5.3 (*Intellectual Property*) through 21.5.10 (*Intellectual Property*) shall also apply to the Department's licenses in such Proprietary Intellectual Property.

21.4.10 In the event that the Department or its sublicensees modify the Proprietary Intellectual Property, any performance guarantees, representations, or warranties related thereto shall terminate with respect to such modified Proprietary Intellectual Property.

21.5 Intellectual Property

21.5.1 Owner Intellectual Property. Except for Proprietary Intellectual Property, all other Intellectual Property created by the Development Entity for the Project ("Owner Intellectual Property") have been specially ordered and commissioned by the Department, itself or through the Department, and

shall be considered "works made for hire" as such term is defined in Section 101 of Title 17 of the U.S. Code, and accordingly for which the Department owns the copyright.

21.5.2 Obligation to Assign to Department. If any Owner Intellectual Property is/are determined by a court of competent jurisdiction not to be a work-made-for-hire or to not be owned by the Department, the Development Entity agrees to assign to the Department, or cause all Contractors to assign to the Department, if applicable, all rights, title and interest in all such Owner Intellectual Property, excluding Proprietary Intellectual Property.

21.5.3 Creation; License. Design Documents shall become Owner Intellectual Property upon preparation. Construction Documents shall become Owner Intellectual Property upon delivery to the Department. All other Submittals and other documents prepared or obtained by any Development Entity-Related Entity in connection with the performance of the Development Entity's obligations under the Contract Documents shall become Owner Intellectual Property upon any such Development Entity-Related Entity's preparation or receipt thereof. The Department hereby grants to the Development Entity a nonexclusive, non-transferable, sublicensable (only to Contractors and Subcontractors), royalty-free, fully paid up right and license to use Owner Intellectual Property embodied in such Design Documents, Construction Documents, and all such other Submittals solely in connection with the Work and the Project. The Development Entity's rights to exercise the foregoing license shall expire at the earliest of the following times:

21.5.4 the Termination Date;

21.5.5 during any time that the Department is exercising any step-in rights pursuant to PA Section 18.3.2 (*Step-In Rights*);

21.5.6 during any time that a receiver is appointed for the Development Entity, or during any time that there is pending a voluntary or involuntary proceeding in bankruptcy in which the Development Entity is the debtor; and

21.5.7 during any time that the Development Entity has been replaced.

21.5.8 Restricted License; Restricted Use.

21.5.8.1 The Department hereby grants to the Development Entity and each Development Entity-Related Entity a revocable, non-exclusive, non-transferable, non-sub-licensable (without the Department's prior written consent) license to use and implement, solely in connection with the performance of the Work and for the Term (including any period of the Development Entity's performance of post-termination or post-expiration obligations), the Owner Intellectual Property. If any Development Entity-Related Entity creates or develops any improvements, modifications, enhancements or derivative works to or of the Owner Intellectual Property, the Development Entity will promptly notify the Department thereof and provide to the Department all materials (including electronic materials), information and other work product (as listed in the definition of "Intellectual Property") that disclose such Owner Intellectual Property related to such improvements, modifications, enhancements or derivative works. Any and all such improvements, modifications, enhancements or derivative works created or developed by any Development Entity-Related Entity will be deemed to be Owner Intellectual Property under the terms of this Project Agreement.

21.5.8.2 The Development Entity may not, and the Development Entity shall cause all Development Entity-Related Entities not to, use any Owner Intellectual Property except under the license granted under PA Section 21.5.3 (*Creation; License*) or otherwise as approved by the Department in advance and in writing.

21.5.9 Restoration. The Development Entity shall be responsible for any loss of or damage to the Owner Intellectual Property and any of the work-made-for-hire described above while in the possession or control of any Development Entity-Related Entity. Any such loss or damage shall be restored at the Development Entity's expense.

21.5.10 Access. During the Term and the period of performance of any post-termination obligations, the Development Entity shall provide full and unrestricted access to all of the work-made-for-hire described above, within 24 hours of receipt of notice from or on behalf of the Department seeking such access.

21.6 Escrowed Documents

21.6.1 Generally. Prior to execution of this Project Agreement, the Development Entity has delivered to the Department the Escrowed Documents. Concurrently with submission of quotations or revisions to quotations provided in connection with formally proposed amendments to this Project Agreement and concurrently with approval of each Change Order, if appropriate, one copy of all documentary information used in preparation of the quotation, amendment or Change Orders, as applicable, shall be added to the Detailed Cost and Pricing Data within the Escrowed Documents. The Escrowed Documents will be held by the Escrow Agent at a facility in the Commonwealth until all of the following have occurred: (a) with respect to the D&C Work only, 180 days have elapsed from the Substantial Completion Date or Termination Date, as applicable; (b) with respect to all Work, (i) all Disputes regarding the Contract Documents have been settled; and (ii) issuance by the Department of the final Availability Payment.

21.6.2 Availability for Review. Upon at least two days' Notice, the Development Entity and the Department may jointly examine, through one or more designees, all or any part of the Detailed Cost and Pricing Data during regular business hours. The Party undertaking an examination need not have or state a specific reason to examine such material. The Department shall be entitled to review all or any part of the Detailed Cost and Pricing Data in order to satisfy itself regarding the applicability of the individual documents to the matter at issue. The Department shall be entitled to make and retain copies of such documents as it deems appropriate in connection with any such matters, in each case, without limiting the Department's obligations under PA Section 21.3 (Right-to-Know Law and Freedom of Information Act); provided, however, that copies of such documents will not be distributed to any third parties other than the attorneys and experts of the Department and any mediator (if applicable) or court considering a Dispute, and that all copies of such documents (other than those delivered to Dispute resolvers) will be either destroyed or returned to the depository (or to the Development Entity if the Detailed Cost and Pricing Data have been returned to it) upon final resolution of the negotiations or Disputes.

21.6.3 Proprietary Information. The Detailed Cost and Pricing Data are, and shall always remain, the property of the Development Entity and shall be considered to be in the Development Entity's possession, subject to the right of the Department and use the Detailed Cost and Pricing Data as provided in this PA Section 21.6 (Escrowed Documents).

21.6.4 Representations. The Development Entity represents and warrants that (a) the Detailed Cost and Pricing Data was or will be examined by the Development Entity to ensure compliance with PA Section 21.6.5 (Contents of Detailed Cost and Pricing Data) and PA Section 21.6.6 (Form of Detailed Cost and Pricing Data) prior to delivery into the Escrowed Documents; (b) the Detailed Cost and Pricing Data constitute all of the information used in the preparation of the Package Proposal and pricing related to Change Orders and agrees that no other Package Proposal and Change Order preparation information will be considered in resolving Disputes; (c) the Detailed Cost and Pricing Data provided in connection with quotations and Change Orders will be examined by the Development Entity to ensure

compliance with PA Section 21.6.5 (*Contents of Detailed Cost and Pricing Data*) and PA Section 21.6.6 (*Form of Detailed Cost and Pricing Data*) prior to delivery into the Escrowed Documents; and (d) the information contained in the Detailed Cost and Pricing Data is not part of the Contract Documents and that nothing in the Detailed Cost and Pricing Data shall change or modify the Contract Documents.

21.6.5 Contents of Detailed Cost and Pricing Data

21.6.5.1 The Detailed Cost and Pricing Data shall clearly detail how the cost and pricing components of the Package Proposal were determined and shall be in sufficient detail as is adequate to enable a complete understanding and interpretation of how the Development Entity arrived at the bid D&C Amount.

21.6.5.2 The Detailed Cost and Pricing Data provided in connection with quotations and Change Orders shall clearly detail how the total price and individual components of that price were determined.

21.6.5.3 The Detailed Cost and Pricing Data shall detail, in each case, in the Development Entity's usual format, but subject to PA Section 21.6.6 (*Form of Detailed Cost and Pricing Data*):

- a. crews, equipment, materials, quantities, and rates of production;
- b. estimates of costs (further divided into the Development Entity's usual cost categories such as direct labor, repair labor, equipment ownership, rental and operation, expendable materials, permanent materials, and Contract and Subcontract costs as appropriate);
- c. plant and equipment and indirect costs;
- d. the Development Entity's allocation of plant and equipment, indirect costs, risk contingencies, markup, and other items to each direct cost item, in each case, clearly identified; and
- e. itemized estimated costs of the P&P Bonds and the insurance premiums for each coverage required to be provided by the Development Entity hereunder.

21.6.5.4 The Detailed Cost and Pricing Data shall include electronic media data files associated with all assumptions, detailed quantity takeoffs, rates of production and progress calculations, quotes from Contractors, Subcontractors, and Suppliers, quotes for insurance and bond premiums, memoranda, narratives, and all other information used by the Development Entity to arrive at the bid D&C Amount or price for any Change Order.

21.6.5.5 The Detailed Cost and Pricing Data, Financial Model and accompanying materials are, and shall always remain, the property of the Development Entity, subject to the Department's review rights as provided in PA Section 21.6.7 (*Review by Department; Supplementary Information*). The Development Entity represents, for itself and for the Development Entity-Related Entities, that:

- a. the Detailed Cost and Pricing Data Financial, Model and accompanying materials constitute confidential commercial or financial information;
- b. the information contained in the Detailed Cost and Pricing Data, Financial Model and accompanying materials is not known outside the Development Entity's business and the business of its Contractors, is known only to a limited extent and by a limited number of employees of the Development Entity and Contractors, is safeguarded while in the possession of the Development Entity and its

Contractors, and may be valuable to the Development Entity's strategies, assumptions and approach to public-private partnerships;

c. the Development Entity expended money in developing the information included in the Detailed Cost and Pricing Data, Financial Model and accompanying materials; and

d. it would be difficult for a competitor to replicate the information contained in such documents.

21.6.6 Form of Detailed Cost and Pricing Data The Development Entity shall submit the initial Detailed Cost and Pricing Data in such format as is used by the Development Entity in connection with its Package Proposal and the D&C Amount. Thereafter, the Detailed Cost and Pricing Data shall be submitted substantially in such format, and failing that, in the format used by the Development Entity to determine pricing for any Change Order.

21.6.7 Review by Department; Supplementary Information

21.6.7.1 The Development Entity shall have no right to add documents to the Detailed Cost and Pricing Data except as otherwise provided in this Agreement.

21.6.7.2 The Department may, at any time, conduct a review of the Detailed Cost and Pricing Data to determine whether such data includes all required information as set forth herein. If the Department reasonably determines that any data is missing that was otherwise required to be included in accordance with the terms hereof, the Development Entity shall provide such data within five days after the request, and at that time it will be date stamped, labeled to identify it as supplementary Escrowed Documents information, and added to the Detailed Cost and Pricing Data.

21.6.7.3 At the Department's option, which may be exercised at any time, the Detailed Cost and Pricing Data associated with any Change Order amendment shall be reviewed, organized, and indexed, to be jointly undertaken with the Development Entity. The Department's review shall assess the completeness and accuracy of the Detailed Cost and Pricing Data, and the Department and the Development Entity shall jointly develop and countersign a detailed index and catalogue of the contents of the Detailed Cost and Pricing Data. If, following the review and organization, the Department reasonably determines that the Detailed Cost and Pricing Data are missing data or information that was otherwise required to be included in accordance with the terms hereof, the Department may require the Development Entity to supply such data.

21.6.8 Subcontractor Pricing Documents The Development Entity shall require each Contractor and Subcontractor to submit to the Development Entity a copy of all documentary information used in determining its Contract (or Subcontract) price (or the price for Contract (or Subcontract) Work included in any Change Order), immediately prior to executing the Contract (or Subcontract) and each Change Order or amendment thereto, to be held in the same manner as the Detailed Cost and Pricing Data and that shall be accessible by the Department, the Development Entity and either of their respective designees, on terms substantially similar to those contained herein. Each such Contract (or Subcontract) shall include a representation and warranty from the Contractor Subcontractor, for the benefit of the Development Entity and the Department, stating that its Detailed Cost and Pricing Data constitute all the documentary information used in establishing its Contract (or Subcontract) price, and agreeing to provide a sworn certification in favor of the Development Entity and the Department together with each supplemental set of Detailed Cost and Pricing Data, stating that the information contained therein is complete, as of the date provided.

21.6.9 Intellectual Property Escrow

21.6.9.1 The Development Entity acknowledges and agrees that the Department shall be entitled to access such software, Source Code and Source Code Documentation, and Proprietary Intellectual Property further to this PA Section 21.6 (*Escrowed Documents*):

a. in the case of such Proprietary Intellectual Property owned by the Development Entity, when (i) this Project Agreement is terminated for any reason (excluding for Department Default), (ii) a business failure (including voluntary or involuntary bankruptcy, and insolvency) of the Development Entity occurs, (iii) the Development Entity is dissolved or liquidated, or (iv) the Development Entity fails or ceases to provide services as necessary to permit continued use of such Proprietary Intellectual Property under the applicable license or relevant sublicense; or

b. in the case of such Proprietary Intellectual Property owned by a Contractor or Subcontractor, when this Project Agreement is terminated for any reason (excluding for Department Default) and either (i) a business failure (including voluntary or involuntary bankruptcy, and insolvency) of the Contractor or Subcontractor occurs, or (ii) the Contractor or Subcontractor is dissolved or liquidated or otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the software, product, part or other item containing such Proprietary Intellectual Property that is the subject of a license under PA Section 21.4.2 (*Proprietary Intellectual Property*).

21.6.9.2 Instead of delivering such software, Source Code and Source Code Documentation, and Proprietary Intellectual Property directly to the Department, the Development Entity may elect to deposit it into the Escrowed Documents, and the Department shall have such rights of access thereto as are set forth in this PA Section 21.6 (*Escrowed Documents*).

21.6.10 The Development Entity shall be responsible for any escrow agent fees or other costs related to the escrow(s) required under this PA Section 21.6 (*Escrowed Documents*).

21.6.11 The Department's rights with respect to the Escrowed Documents shall survive the Termination Date, regardless of the reason, until both Parties mutually agree, in their respective discretion, that the Escrowed Documents, including the software, Source Code and Source Code Documentation and Property Intellectual Property is of no further use or benefit to the Project.

21.7 Escrow of Financial Model and Financial Modeling Data

21.7.1 The Department and the Development Entity shall, within 10 Business Days after the Effective Date, diligently examine and inventory all the Financial Modeling Data to verify that the Financial Modeling Data is authentic, legible and in accordance with the terms of this PA Section 21.7 (*Escrow of Financial Model and Financial Modeling Data*). The examination (whether done before or after the Effective Date) does not include review, nor does it constitute approval, of proposed construction methods, estimating assumptions, or interpretation of or compliance with the Contract Documents. The examination does not alter any conditions or terms of the Contract Documents.

21.7.2 Promptly after the Parties complete the examination, the Department and the Development Entity shall seal and jointly deposit the Financial Model and Financial Modeling Data into the Escrowed Documents (in this context, the "Financial Escrow"), and the Department shall have such rights of access thereto as are set forth in PA Section 21.6 (*Escrowed Documents*).

21.7.3 The Parties shall follow comparable procedures for examining, verifying and depositing into the Financial Escrow Financial Model Updates and all Financial Modeling Data developed after the Effective Date. The Parties shall complete the examination and make the deposit within 10 days after the Financial Model Update or such Financial Modeling Data are developed.

21.7.4 If the Department elects, in its sole discretion, not to be a signatory party to the escrow agreement establishing the Financial Escrow, then the Department shall be a named, intended third party beneficiary of the escrow agreement and the Financial Escrow with direct rights of enforcement against the Development Entity and the escrow agent. The escrow agreement shall provide that neither the Development Entity nor the escrow agent shall have any right to amend or supplement it, or waive any provision thereof, without the Department's prior written approval in its sole discretion. Provisions in the escrow agreement for access to the escrowed materials shall be consistent with this PA Section 21.7 (*Escrow of Financial Model and Financial Modeling Data*).

21.7.5 The Development Entity shall submit the Financial Model, Financial Model Updates and Financial Modeling Data into the Financial Escrow as a paper copy and on electronic storage media in a sealed container, clearly marked with the Development Entity's name, date of submittal, Project contract number and the words, "Financial Model and Financial Modeling Data for Escrow." The Development Entity certifies that the material initially submitted to the Financial Escrow constitutes the Financial Model and all the Financial Modeling Data included in or used in preparation of the Package Proposal, and close of the Initial Project Debt, that the Development Entity has personally examined the contents of the container, and that they are complete.

21.7.6 Whenever the Development Entity makes an additional deposit of the Financial Model, a Financial Model Update or Financial Modeling Data to the Financial Escrow, the Development Entity shall certify to the Department in writing at the time of deposit that (a) the material deposited into the Financial Escrow constitutes the true Financial Model or Financial Model Update, and constitutes all the Financial Modeling Data used in preparation of the Financial Model or Financial Model Update, claim, Change Request, or other matter, as the case may be, (b) the Development Entity has personally examined the contents of the container, and (c) they are complete.

21.7.7 The deposit and examination of Contractors' documentation that forms part of the Financial Modeling Data shall be accomplished in the same manner as the Development Entity's documentation.

21.7.8 Each of the Department and the Development Entity shall have the right to examine, through one or more designated representatives, any and all components of the escrowed material in the Financial Escrow at any time during the escrow agent's normal business hours. The Party scheduling an examination need not have or state a specific reason to examine. Without limiting the foregoing, the Parties recognize that examination of the escrowed material may assist in the negotiation or determination of MAP adjustments, compensation, damages, extension of Milestone Deadlines, Request for Change Proposals, Department Changes, Change Requests, and Refinancing Gain calculations, or may assist in the potential resolution or settlement of claims or Disputes (including introduction as evidence during the course of such a proceeding); provided, however, that copies of such documents will not be distributed to any third parties other than the attorneys and experts of the Department and any mediator (if applicable) or court considering a Dispute, and that all copies of such documents (other than those delivered to Dispute resolvers) will be either destroyed or returned to the depository upon final resolution of the negotiations or Disputes.

21.7.9 Except as provided below, examinations shall be performed jointly within two days after receipt of a written request to do so by either Party. If either Party fails or refuses to participate in a joint examination at the scheduled time, the Party requesting the examination may proceed with the examination on condition that it is accompanied at all times by an employee of the escrow agent and signs a written certification before departing certifying that the examining Party did not alter the escrowed material, and did not add any materials to or remove any materials from the Financial Escrow.

21.7.10 If the Development Entity fails or refuses to participate in a joint examination at a scheduled time, such failure or refusal shall be deemed to be a failure by the Development Entity to exhaust administrative claim remedies with respect to the particular claim or Dispute and a bar to its continuing existing legal proceedings or bringing future legal proceedings upon the claim or Dispute.

21.7.11 The escrowed material in the Financial Escrow is, and shall remain, the property of the Development Entity or its Contractors, as applicable.

21.7.12 The Financial Escrow shall remain in effect throughout the Term and thereafter until final resolution of all Disputes, subject to any mutual agreement of the Parties to discard materials therein from time to time.

21.7.13 The Development Entity shall be responsible for the fees and costs of any escrow agent for the Financial Escrow.

Article 22 FEDERAL AND STATE REQUIREMENTS

22.1 Compliance with Federal Requirements

22.1.1 The Development Entity shall comply and require its Contractors to comply with all federal requirements applicable to transportation projects that receive federal credit or funds, including those set forth in PA Exhibit 7 (*Federal Legal Requirements*). In the event of any conflict between any applicable Federal Requirements and the other requirements of the Contract Documents, the Federal Requirements shall prevail to the extent of any such conflict.

22.1.2 The Parties understand and agree that, because the Project is subject to the Federal Requirements and because, as between the Department and the Development Entity, the Department will be responsible to operate the Project using federal aid funds, the Project must remain eligible for federal funding participation. Further, the Development Entity shall not, and shall not permit any other Development Entity-Related Entity to, take any actions or failures to act in the course of performance of the Work that would have the effect of removing the Project from the federal aid system or making the Project ineligible for the future use of federal funds. Should the Department receive Notice that the Project will lose its eligibility for federal funding and that the Department will be required to reimburse FHWA as a result of the acts or omissions which breach the terms of the Contract Documents (and not caused by the Department) of any Development Entity-Related Entity, the Department will provide Notice to the Development Entity and will reasonably attempt to solicit input from the Development Entity in connection with the Department's discussions with FHWA; provided, however, that if any such acts or omissions are not in accordance with the Contract Documents, then the Development Entity shall promptly commence to perform any necessary adjustments, costs, re-Work, or other remedy to recover or preserve eligibility for federal funding, and such Work shall be deemed to be within the D&C Amount and not itself a basis for any Compensation Event or Relief Event.

22.2 Role of and Cooperation with FHWA

The Development Entity acknowledges and agrees that FHWA will have certain approval rights with respect to the Project, including the right to provide certain oversight and technical services with respect to the Work. The Development Entity shall cooperate with FHWA in the reasonable exercise of FHWA's duties and responsibilities in connection with the Project, and shall provide such assistance and information as may be required by the Department to comply with FHWA reporting requirements.

22.3 Compliance with Commonwealth Requirements

The Development Entity shall comply and require its Contractors to comply with all Commonwealth requirements, including those set forth in PA Exhibit 13 (*Required Commonwealth Certifications*).

Article 23 FINANCIAL MODEL AND FINANCIAL MODEL; UPDATES

23.1 Financial Model and Financial Model Updates

23.1.1 The Financial Model, Financial Model Updates and Financial Modeling Data are to be held in escrow pursuant to PA Section 21.7 (*Escrow of Financial Model and Financial Modeling Data*). The Department is entitled to hold a copy thereof in its files, but such copies, and any copies the Development Entity holds, are unofficial and the materials held in escrow shall constitute the originals for all purposes under this Project Agreement.

23.1.2 The Development Entity shall run new projections and calculations under the Financial Model Formulas to establish a Financial Model Update and provide such Financial Model Update to the Department:

23.1.2.1 upon the Department's request, following any Compensation Event;

23.1.2.2 upon the Department's request, following any Relief Event resulting in an extension of the Term under a Deferral of Compensation;

23.1.2.3 whenever there occurs a Refinancing or Prepayment Event;

23.1.2.4 whenever there occurs an event for which the Department is entitled to compensation pursuant to PA Sections 15.2.3 (*Development Entity Changes*) or 15.4 (*Reductions in the D&C Amount*);

23.1.2.5 following Financial Close as required under PA Section 4.7.8 (*Financial Model Update Following Financial Close*); and

23.1.2.6 whenever the Contract Documents are amended and the Parties agree that the amendment has a material effect on the Financial Model.

23.1.3 The Development Entity shall prepare the Financial Model Updates by running new projections and calculations under the Financial Model Formulas. The Development Entity shall deliver to the Department each Financial Model Update and the related Financial Modeling Data as updated as and when prepared.

23.1.4 Financial Model Updates pursuant to PA Section 23.1.2.5 (*Financial Model and Financial Model Updates*) require the mutual written approval of the Parties. Where the Financial Model Update is pursuant to PA Sections 23.1.2.1 (*Financial Model and Financial Model Updates*), 23.1.2.2 (*Financial Model and Financial Model Updates*), 23.1.2.3 (*Financial Model and Financial Model Updates*), or 23.1.2.4 (*Financial Model and Financial Model Updates*), the Department shall have the right to challenge, according to the Dispute Resolution Procedures, the validity, accuracy or reasonableness of any Financial Model Update or the related updated and revised Financial Modeling Data. In the event of a challenge, the immediately preceding Financial Model Update that has not been challenged (or, if there has been no unchallenged Financial Model Update, the Financial Model) shall remain in effect pending the outcome of the challenge or until a new Financial Model Update is issued and not challenged.

23.2 Model Audits

23.2.1 Within three Business Days after Financial Close, the Development Entity shall deliver to the Department an update of the audit and opinion obtained from the independent model auditor that provided to the Department an opinion on the suitability of the Base Case Financial Model. The updated audit and opinion shall be in the same form as that delivered for the Package Proposal and shall be co-addressed to the Department, and the Department shall be expressly identified therein as an entity entitled to rely thereon. The updated audit and opinion shall take into account the final terms and conditions of the Initial Funding Agreements and Initial Security Documents.

23.2.2 The Department may require that Financial Model Updates be audited by an independent audit firm satisfactory to the Department prior to such Financial Model Update becoming effective under this Project Agreement; provided, however if the Department does not object to the Financial Model auditor at least 45-days prior to Financial Close, any such right to approve the Financial Model auditor will be deemed waived by the Department. The Parties shall bear equally the cost of the audit. The audit of the Financial Model Update may be the same one required by the Lenders, in which case the Department shall have no liability for the cost of the audit.

23.3 Financial Model Formulas

In no event shall the Financial Model Formulas be changed except with the prior written approval of both Parties, each in its sole discretion.

Article 24 [RESERVED]

Article 25 MISCELLANEOUS

25.1 Taxes

25.1.1 The Development Entity shall pay, prior to delinquency (subject to any good faith disputes of the Taxes due or any extensions granted), all applicable Taxes. The Development Entity shall have no right to a Compensation Event or any other claim under the Contract Documents, at law, or in equity, due to (a) its misinterpretation of Laws respecting Taxes, (b) incorrect assumptions regarding applicability of Taxes, (c) any representation, agreement, allocation, or statement of or by the Department in the Contract Documents with respect to or relating to Taxes, or (d) any change in Commonwealth or a local government (or political subdivision of either) sales Taxes that might otherwise qualify as a Change in Law.

25.1.2 The Department and the Development Entity acknowledge their mutual intent that, without any representation, warranty, or expression of the legal or other opinion of the Department, the Commonwealth, or any other Department-Related Entity, to the maximum extent permitted by Law, for U.S. federal, state and local income tax purposes, will be treated as the owner of the components of the Project. The Department and the Development Entity do not expect that the Department will be required to file any return with the Internal Revenue Service with respect to such matters, but if the Department is required to do so, then, to the extent permitted by Law, it will not file any documentation inconsistent with this PA Section 25.1.2 (*Taxes*).

25.2 Amendments

The Contract Documents may be amended only by a written instrument duly executed by both Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this Project Agreement.

25.3 Waiver

25.3.1 No waiver of any term, covenant or condition of this Project Agreement or the other Contract Documents shall be valid unless in writing and signed by the obligee Party. No right conferred on either Party under the Contract Documents shall be deemed waived, and no breach of the Contract Documents excused, unless such waiver is in writing and signed by the Party claimed to have waived such right.

25.3.2 The exercise by a Party of any right or remedy provided under this Project Agreement or the other Contract Documents shall not waive or preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by any Party of any right or remedy under this Project Agreement or the other Contract Documents shall be deemed to be a waiver of any other or subsequent right or remedy under this Project Agreement or the other Contract Documents. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

25.3.3 Except as provided otherwise in the Contract Documents, no act, delay or omission done, suffered or permitted by one Party or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of such Party hereunder, or to relieve the other Party from the full performance of its obligations under this Project Agreement or the other Contract Documents.

25.3.4 Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, excluding Technical Interpretations, if the Parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes.

25.3.5 Except as otherwise specifically set forth in this Project Agreement, the acceptance of any payment or reimbursement by a Party shall not waive any preceding or then-existing breach or default by the other Party of any term, covenant or condition of this Project Agreement or the other Contract Documents, other than the other Party's prior failure to pay the particular amount or part thereof so accepted, regardless of the paid party's knowledge of such preceding or then-existing breach or default at the time of acceptance of such payment or reimbursement. Nor shall such acceptance continue, extend or affect: (a) the service of any notice, any Dispute Resolution Procedures or final judgment; (b) any time within which the other Party is required to perform any obligation; or (c) any other notice or demand.

25.4 Independent Contractor

25.4.1 The Development Entity is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with the Department other than that of Project designer, contractor and independent contractor under this Project Agreement.

25.4.2 Both Parties, in the performance of the Contract Documents, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. Nothing in the Contract Documents is intended or shall be construed to create any partnership, joint venture or similar relationship between the Department and the Development Entity; and in no event shall either Party take a position in any Tax return or other writing of any kind that a partnership, joint venture or similar relationship exists. While the term "public-private partnership" or "public-private transportation partnership" may be used on occasion to refer to contractual relationships of the type hereby created, the

Parties do not thereby express any intention to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share net profits or net losses, or to give the Department control or joint control over the Development Entity's financial decisions or discretionary actions concerning the Project and Work.

25.4.3 In no event shall the relationship between the Department and the Development Entity be construed as creating any relationship whatsoever between the Department and the Development Entity's employees or agents. Neither the Development Entity nor any of its employees or agents is or shall be deemed to be an employee or agent of the Department. Except as otherwise specified in the Contract Documents, the Development Entity has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Contractors and for all other Persons that the Development Entity or any Contractor hires to perform or assist in performing the Work.

25.5 Successors and Assigns

The Contract Documents shall be binding upon and inure to the benefit of the Department and the Development Entity and their respective successors, permitted assigns and legal representatives.

25.6 Designation of Representatives; Cooperation with Representatives

25.6.1 The Department and the Development Entity shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to the Contract Documents ("Authorized Representative"). In addition, for purposes of Project administration and oversight to be performed by the Department as provided in this Project Agreement, the Department will designate an individual or individuals who shall be authorized to make decisions and bind the Department and upon such person(s) direction the Development Entity may rely. PA Exhibit 10 (*Initial Designation of Authorized Representatives*) provides the initial Authorized Representative designations. A Party may change such designations by a subsequent writing delivered to the other Party in accordance with PA Section 25.11 (*Notices and other Formal Communications*). For purposes of this Project Agreement, except where expressly stated to the contrary, all communications and deliveries, including Submittals, shall be through the respective Authorized Representative for each Party.

25.6.2 The Development Entity shall cooperate with the Department and each Authorized Representative of the Department. The Department shall cooperate with the Development Entity and each Authorized Representative of the Development Entity designated as described above.

25.7 Survival

The Development Entity's and the Department's representations, covenants, warranties (including the Development Entity's Warranties and Warranty-related obligations), the Dispute resolution provisions contained in PA Section 18.7 (*Dispute Resolution Procedures*), the Department's rights and the Development Entity's obligations with respect to Escrowed Documents under PA Section 21.6 (*Escrowed Documents*), the indemnifications, any Development Entity-Related Entity's releases, the express obligations of the Parties following termination, the Development Entity's obligations to pay the Department amounts owed hereunder, Development Entity's obligations with respect to the RTKL, (without limiting provisions generally pertaining to appropriations hereunder) the Department's obligation to pay the Development Entity amounts owed hereunder, including as set forth in PA Section 5.1.4.2c (*Source of Funds*), and all other provisions that are specifically designated in this Project Agreement as surviving the Termination Date or by their inherent character should survive the Termination Date, shall survive the Termination Date. The provisions of PA Section 18.7 (*Dispute Resolution Procedures*) shall continue to

apply after the Termination Date to all Disputes between the Parties as well as to any basis for relief asserted under any Compensation Event Notice, Relief Event Notice arising out of the Contract Documents.

25.8 Limitation on Third Party Beneficiaries

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder or to authorize anyone not a Party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except as provided in PA Section 25.9.2 (*No Personal Liability of Department Constituents; No Tort Liability*) and other specific provisions (such as the indemnity and Lenders' rights provisions and Lenders' rights hereunder in exercise of rights under any Direct Agreement) that identify third parties and state that they are entitled to benefits hereunder. Except as otherwise provided in this PA Section 25.8 (*Limitation on Third Party Beneficiaries*), the duties, obligations and responsibilities of the Parties to the Contract Documents with respect to third parties shall remain as imposed by Law. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Department and a Contractor or any Person other than the Development Entity. Nothing contained in this PA Section 25.8 (*Limitation on Third Party Beneficiaries*) shall prejudice the Lenders' rights hereunder in exercise of rights under any Direct Agreement.

25.9 No Personal Liability of Department Constituents; No Tort Liability

25.9.1 The Department's Constituents are acting solely as agents and representatives of such respective entities, as applicable, when carrying out the provisions of or exercising the power or authority granted to them under the Contract Documents. They shall not be liable to any Development Entity-Related Entity or any of their respective Constituents either personally or as officers, employees, advisors, consultants, or representatives of the Department for actions in their ordinary course of employment or engagement.

25.9.2 The Parties agree to provide to each other with Notice of any claim that such Party may receive from any third party relating in any way to the matters addressed in this Project Agreement, and shall otherwise provide notice in such form and within such period as is required by Law.

25.10 Governing Law

The Contract Documents shall be governed by and construed in accordance with the laws of the Commonwealth without regard to conflict of laws principles and the Development Entity consents to the jurisdiction of the applicable courts of the Commonwealth.

25.11 Notices and other Formal Communications

25.11.1 Formal Communications under the Contract Documents shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication followed by a hard copy.

25.11.2 All Formal Communications to the Development Entity shall be delivered to the following address or as otherwise directed by the Development Entity's Authorized Representative:

Bridging Pennsylvania Developer I, LLC
125 West 55th Street
New York, NY 10019
Email: sarah.schick@macquarie.com
Attention: Sarah Schick, Authorized Representative

With copy to:

Email: maccaplegalamericas@macquarie.com

25.11.3 All Formal Communications to the Department shall be marked as regarding the "Package One" Major Bridges Project" and shall be delivered to the following address or as otherwise directed by the Department's Authorized Representative:

Pennsylvania Department of Transportation
8th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120-0041
E-mail: ra-pdp3majorbridges@pa.gov
Attention: Secretary

with a copy to:

Pennsylvania Department of Transportation
Office of Chief Counsel
P.O. 8212
Harrisburg, Pennsylvania 17105-8212
Attention: Chief Counsel

For insurance policies, endorsements:

Michael Bonini
Director of Public-Private Transportation Partnerships Office
Pennsylvania Department of Transportation
400 North Street
6th Floor
Harrisburg, PA 17120

25.11.4 Formal Communications shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other Person making the delivery. Notwithstanding the foregoing, all Formal Communications received after 5:00 p.m. shall be deemed received on the first Business Day following delivery. For avoidance of doubt, the date of delivery of a Formal Communication initially dispatched by electronic communication will be considered to be the date of the email notification during the regular business hours of 8:00 a.m. to 5:00 p.m. to the appropriate the Department personnel. The Department will not accept facsimile communication of Formal Communications.

25.11.5 Any technical or other communications pertaining to the Work, including specifically all Submittals, shall be handled as if "Submittals" for purposes of this PA Section 25.11 (*Notices and other Formal Communications*) and conducted by the Development Entity and technical representatives designated by the Department. All Submittals shall be submitted via (a) e-Builder at all times during the D&C Period; (b) the Submittal Packaging Requirements Database, and (c) the MMIS at all times during the Maintenance Period, as applicable and in each instance in accordance with TP Section 3.3.5 (Document and Data Management Plan). Submittals shall be deemed received on the date e-Builder or MMIS, as applicable, date stamp such Submittal.

25.11.6 In addition to complying with the requirements set forth in this PA Section 25.11 (*Notices and other Formal Communications*), the Development Entity shall submit a copy of all Formal Communications to e-Builder (during the D&C Period) and the MMIS (during the Maintenance Period) in accordance with TP Section 3.3.5 (Document and Data Management Plan); provided, however, that such a submission into e-Builder or MMIS does not abrogate, nor shall it be used in determining, actual or deemed receipt under PA Section 25.11 (*Notices and other Formal Communications*).

25.12 Severability

25.12.1 If any clause, provision, section or part of this Project Agreement or the other Contract Documents is ruled invalid (including invalid due to Change in Law) by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, that shall, to the greatest extent legally permissible, effect the original intent of the Parties including an equitable adjustment to the Financial Model Update (or, if there has been no Financial Model Update, the Financial Model); and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) that declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision, section or part.

25.12.2 If after the efforts required by PA Section 25.12.1 (*Severability*), the Parties mutually agree that without the section or part of the Contract Documents that the court ruled to be invalid, there is no interpretation or reformation of the Contract Documents that can reasonably be adopted that will return the Parties to the benefits of their original bargain, the Parties can mutually agree in writing to treat the court order as a Termination by Court Ruling pursuant to PA Section 19.11 (*Termination by Court Ruling*).

25.13 Headings

The captions of the sections of this Project Agreement and in the Contract Documents are for convenience only and shall not be deemed part of this Project Agreement or the Contract Documents or considered in construing this Project Agreement or the Contract Documents.

25.14 Construction and Interpretation of the Contract Documents

25.14.1 The language in all parts of the Contract Documents shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties hereto acknowledge and agree that the Contract Documents are the product of an extensive and thorough, arm's length exchange of ideas, questions, answers, information and drafts during the Package Proposal preparation process, that each Party has been given the opportunity to independently review the Contract Documents with legal counsel, and that each Party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of the Contract Documents. Accordingly, in the event of an ambiguity in or Dispute regarding the interpretation of the Contract Documents, the Contract Documents shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction shall be utilized. The Department's final answers to the questions posed during the Package Proposal preparation process for this Project Agreement shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents.

25.14.2 References in this instrument to this "Project Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby

incorporated herein by reference), and all amendments hereto and thereto, except as expressly stated otherwise. Any references to any covenant, condition, obligation or undertaking "herein," "hereunder" or "pursuant hereto" (or language of like import) mean, refer to and include the covenants, conditions, obligations and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument. All terms defined in this instrument shall be deemed to have the same meanings in all riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument unless the context thereof clearly requires the contrary. Unless expressly provided otherwise, all references to exhibits, articles and sections refer to same as set forth in this Project Agreement. Where a specific section is referenced, such reference shall include all subsections thereunder (where the context requires). Unless otherwise stated in this Project Agreement or the other Contract Documents, words that have well-known technical or construction industry meanings are used in this Project Agreement or the other Contract Documents in accordance with such recognized meaning. All references to a subsection or clause "above" or "below" refer to the denoted subsection or clause within the section in which the reference appears. Wherever the word "including," "includes" or "include" is used in the Contract Documents, it shall be deemed to be followed by the words "without limitation". Wherever reference is made in the Contract Documents to a particular Person or Governmental Entity, it includes any successors or assigns, legal representatives, trustees, executors, and administrators (including any Person taking party by way of novation) or, with respect to Governmental Entities, any public agency succeeding to the powers and authority of such Governmental Entity. All references to time are to prevailing Eastern time. The meaning of "or" will be that of the inclusive "or," that is meaning one, some, or all of a number of possibilities. References to Laws include all consolidations, amendments, extension, or replacements, unless otherwise indicated. Reference to a right include any benefit, remedy, discretion, authority, or power associated with such right. References to any agreement, document, standards, principle, or other instrument includes a reference to the same as amended, supplemented, amended and restated, substituted, novated, or assigned, in each case, except where otherwise stated. "May," when used in the context of a power or right exercisable by the Department or the Development Entity (or either's designee) means the power to exercise that right or power as it may determine is necessary in its sole discretion, with no obligation to any Development Entity-Related Entity or the Department, as applicable, to do so. "May," when used in all other contexts, indicates permission by the Department for the Development Entity to do (or refrain from doing) an action. The use of the word "remedy" or its variants means that the event to be remedied must be cured or its effects overcome. If the Contract Documents require calculation of any amount payable to a Party, there must be no double counting in such calculation, such that the receiving Party would receive more than owed or payable. As used in this Project Agreement and the other Contract Documents and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa. All monetary amounts and obligations (including use of the symbol "\$") set forth in the Contract Documents are expressed and payable in U.S. dollars. With respect to plans, drawings, detail sheets or other pictorial presentations, calculated dimensions take precedence over scaled dimensions. For the avoidance of doubt, inclusion of any express references to the Development Entity's rights (in relation but not limited to Compensation Event, Relief Event, Department-Caused Delay, Department Change, or Change Order) in any provision of this Project Agreement describing the potential relief that may be afforded to the Development Entity, does not preclude the Development Entity from exercising its rights to such relief in connection with any other provision of this Project Agreement or under the Contract Documents where such relief or right is not expressly referenced, in all cases, subject to compliance with the terms set forth in this Agreement, including under Article 14 (*Relief Events; Compensation Events*) and Article 15 (*Department Changes*).

25.14.3 Inconsistent or conflicting provisions of the Contract Documents shall not be treated as erroneous provisions under this PA Section 25.14.3 (*Construction and Interpretation of the Contract Documents*), but instead shall be governed by PA Section 1.2 (*Contract Documents; Order of Precedence*).

25.14.4 The Development Entity acknowledges that prior to the Effective Date it had the opportunity to identify any of the Technical Provisions that contain Errors or create a potentially unsafe condition, and the opportunity and duty to notify the Department in writing of such fact and of the changes to the provision that the Development Entity believed were the minimum necessary to render it correct, safe and consistent with the Contract Documents, Good Industry Practice and applicable Law.

25.14.5 Neither the Department nor the Development Entity shall take advantage of, or benefit from, any apparent or actual Error in the Contract Documents. Should it appear to the Development Entity that Work or any related matter is not sufficiently detailed or explained in the Contract Documents, the Development Entity shall request in writing such further explanations from the Department as may be necessary and, to the extent of any Dispute or disagreement regarding the same, the Parties may refer the same to the Dispute Resolution Procedures. The Development Entity shall promptly provide Notice to the Department of all Errors that it discovers in the Contract Documents and shall obtain specific direction from the Department in writing prior to proceeding with any Work affected thereby, such specific direction to be provided by the Department no more than 3 Business Days following the date of receipt of the Notice, it being understood that correction of Errors shall not in itself be the basis for any Relief Event or Compensation Event hereunder or other claim at law or in equity.

If it is reasonable or necessary to adopt changes to the Technical Provisions after the Effective Date to make the provisions correct and safe on the basis of facts or circumstances that existed as of the Technical Setting Date, such changes shall not independently be grounds for a Relief Event, Compensation Event or other claim at law or in equity, unless (a) the Development Entity neither knew nor reasonably should have known based solely on the scope of diligence undertaken by the Development Entity as described herein prior to the Technical Setting Date that the provision was erroneous or potentially created an unsafe condition, or (b) the Development Entity knew of and reported to the Department the erroneous or potentially unsafe provision prior to the Technical Setting Date and the Department did not adopt changes. Except for a circumstance as set forth under (b) herein, if the Development Entity commences or continues any Design Work, Construction Work, or Maintenance Work affected by such a change after the need for the change was discovered, or should have been discovered through the exercise of reasonable care, the Development Entity shall bear any additional costs and time associated with redoing the Work already performed.

25.14.6 Except where the means or methods, or specific equipment or material are expressly specified or identified in the Technical Provisions, the Development Entity shall perform all Work otherwise necessary to carry out the intent of the Contract Documents (and delivery of the Project) to achieve the performance-based objectives in the Technical Provisions. Without limiting the foregoing sentence, the fact that the Contract Documents omit or misdescribe any detail of the Work that is otherwise necessary to carry out the intent of the Contract Documents (and delivery of the Project), or that can reasonably be expected to be performed, in each case, in accordance with Good Industry Practice, shall not relieve the Development Entity from the obligation to perform such omitted or misdescribed details attendant to the Work, and the Development Entity is obligated to perform such omitted or misdescribed Work as if fully and correctly set forth in the Contract Documents, it also being understood that such omissions, correction of misdescriptions, or performance of those aspects customarily performed in connection with the Work shall not in itself be the basis for any Relief Event or Compensation Event hereunder, or other claim at law or in equity.

25.14.7 For purposes of this Project Agreement, for assessments as to knowledge (actual or imputed) or to acts or omissions pertaining to diligence (e.g., Reasonable Investigation as pertains to Utilities, Hazardous Materials, etc.), the acts or omissions of the PDA Entity shall be imputed to the Development Entity, except as otherwise expressly stated in the Contract Documents.

25.15 Computation of Periods

If the date to perform any act or give any Formal Communication specified in the Contract Documents (including the last date for performance or provision of Notice "within" a specified time period) falls on a non-Business Day, such act or Formal Communication may be timely performed on the next succeeding day that is a Business Day. Commonwealth or federal public holidays are not "calendar days" (except in the case of assessment of Liquidated Damages, Lane Closure Rental Fees, or other accruing charges hereunder). Notwithstanding the foregoing, requirements contained in the Contract Documents relating to actions to be taken in the event of an Emergency, Notices, and other notifications regarding Site conditions or Hazardous Materials, and other requirements for which it is clear that performance is intended to occur on a non-Business Day, shall be required to be performed as specified, even though the date in question may fall on a non-Business Day.

25.16 Usury Savings

The Contract Documents are subject to the express condition that at no time shall either Party be obligated or required to pay interest on any amount due the other Party at a rate that could subject the other Party to either civil or criminal liability as a result of being in excess of the maximum non-usurious interest rate permitted by Commonwealth Law (the "maximum legal rate"), if any. If, by the terms of the Contract Documents either Party at any time is obligated to pay interest on any amount due in excess of the maximum legal rate, then such interest shall be deemed to be immediately reduced to the maximum legal rate and all previous payments in excess of the maximum legal rate shall be deemed to have been payments in reduction of the principal amount due and not on account of the interest due. All sums paid or agreed to be paid to a Party for the use, forbearance, or detention of the sums due that Party under the Contract Documents shall, to the extent permitted by applicable Commonwealth Law, be amortized, prorated, allocated, and spread throughout the full period over which the interest accrues until payment in full so that the rate or amount of interest on account of the amount due does not exceed the maximum legal rate in effect from time to time during such period. If after the foregoing adjustments a Party still holds interest payments in excess of the maximum legal rate, it shall promptly refund the excess to the other Party. Notwithstanding the foregoing, and except as otherwise expressly stated (and solely to the extent stated) in this Project Agreement, to the maximum extent permitted under applicable Law, the Department shall not owe, nor be deemed to owe, interest on any amount due the Development Entity hereunder.

25.17 Further Assurances

The Development Entity shall promptly execute and deliver to the Department all such instruments and other documents and assurances as are reasonably requested by the Department to further evidence the obligations of the Development Entity hereunder, including assurances regarding the validity of any instruments securing performance hereof. The Department shall promptly execute and deliver to the Development Entity all such instruments and other documents and assurances as are reasonably requested by the Development Entity to further evidence the obligations of the Department hereunder.

25.18 Integration; Entire Agreement

The Department and the Development Entity agree and expressly intend that, subject to PA [Section 25.12](#) (*Severability*), this Project Agreement, and other Contract Documents, and as and to the extent expressly stated, the rights of the parties expressly stated hereunder expressed as the exercise of rights or performance of obligations, or both, under the Direct Agreement, constitute a single, non-severable, integrated agreement whose terms are interdependent and non-divisible, and this Project Agreement and the other Contract Documents contain the entire understanding of the Parties with respect to the subject matter thereof and supersede all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

25.19 Binding Signatory for the Development Entity

The Development Entity represents that the signatory for the Development Entity has been duly authorized to execute this Project Agreement on behalf of the Development Entity and has obtained all necessary or applicable approvals to make this Project Agreement, and the remainder of the Contract Documents, binding upon the Development Entity when her/his signature is affixed and accepted by the Department.

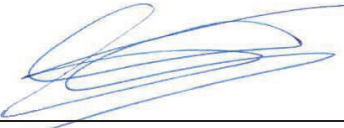
25.20 Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this instrument by electronic (email) delivery in portable document format ("*.pdf") will be deemed to be valid delivery thereof.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound and have executed this Project Agreement, including the requirements of the Contract Documents, as of the date first above written.

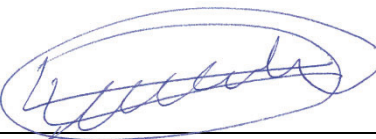
BRIDGING PENNSYLVANIA DEVELOPER I, LLC

By:  _____

Name: Sarah Schick

Title: Authorized Representative

Date: November 4, 2022

By:  _____


Name: Lucas Lahitou

Title: Authorized Representative

Date: November 4, 2022


[Department signature appears on succeeding page]


COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

By:  11/4/22
Secretary of Transportation

APPROVED AS TO FORM AND LEGALITY

By:  11/4/22
Department Agency Counsel

By:  2022.11.10
14:12:52 -05'00'
Office of General Counsel

By:  Digitally signed by David E. Stover,
Senior Deputy Attorney General
Date: 2022.11.29 11:04:44 -05'00'
Office of Attorney General

Encumbrance No. 3900039942

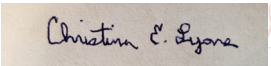
By:  Digitally signed by Christina E. Lyons
Date: 2022.11.29 18:08:15 -05'00'
Comptroller

Exhibit 1

ACRONYMS, ABBREVIATIONS, AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in the Project Agreement and the Technical Provisions, they have the meanings set forth below, as the context may require:

2D	two-dimensional
3D	three-dimensional
AAP	AASHTO: Accreditation Program
AASHTO	American Association of State Highway and Transportation Officials
ABIC	Actual Benchmarked Insurance Cost
ABS	Acrylonitrile Butadiene Styrene
AC	alternating current
ACM	Asbestos Containing Material
ADA	Americans with Disabilities Act
AGC	Associated General Contractors of America
AHJ	Authority(ies) Having Jurisdiction
AIR	after incident review
ALCAB	Agricultural Lands Condemnation Approval Board
AM	Administrative Manager
AMTRAK	The National Railroad Passenger Corporation
ANSI	American National Standards Institute
AOCC	Administrative Order for Compliance on Consent
AOP	all other perils
APE	Area of Potential Effects
APHIS	Animal and Plant Health Inspection Service
APRAS	Automated Permit Routing Analysis System

AREMA	American Railway Engineering and Maintenance of Way Association
ASR	Alkali-Silica Reactivity
ASTM	American Society of Testing and Materials
ATMS	Advanced Transportation Management System
ATON	Aids to Navigation
ATPP	Affected Third Parties Plan
ATSSA	American Traffic Safety Services Association
AVI	Automatic Vehicle Identification
BBIC	Base Benchmarked Insurance Cost
BECR	Baseline Element Condition Report
BFI	Bridge Foundation Investigation
BMP	Best Management Practice
BMS	Bridge Management System
BOL	Bridge Occupancy Licenses
BOMO-MTLD	Bureau of Maintenance and Operation - Maintenance Technical Leadership Division
BOP	Bridge Occupancy Permit
BPS	Bicycle and Pedestrian Specialist
BRKEY	Bridge Key
BSOV	Baseline Schedule of Values
BST	Borings Sampling and Testing
CADD	Computer-aided design and drafting
CAP	Compliance Action Plan or, in the context of NCEs, Corrective Action Plan
CAPWAP	Case Pile Wave Analysis Program
CAR	Corrective Action Request
CBR	California Bearing Ratio

CCD	County Conservation District
CCIP	Contractor-controlled insurance program
CCS	Continuous Count Station
CCTV	Closed-Circuit Television
CDG	Coordination and Discipline Groups
CEPP	Comprehensive Environmental Protection Plan
CERCLA	The Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601-9675)
CFR (or C.F.R.)	(United States) Code of Federal Regulation
CFRP	Carbon Fiber Reinforced Polymer
CGB	Cable Glands Type B
CID	community improvement districts
CLOMR	Conditional Letter of Map Revision
CM	Construction Manager
CMP	Compliance Management Program
CMS	Changeable Message Sign
CODP	Control of Odors and Dust Plan
CPI	Consumer Price Index
CPM	Critical Path Method
CPPI	Contractor's Protective Professional Indemnity
CPTu	Piezocone Penetrometer Test
CQC	Construction Quality Control
CQM	Construction Quality Manager
CQMP	Construction Quality Management Plan
CRAOE	Cultural Resources Assessment of Effects
CRM	Comment Resolution Meeting
CRP	Cultural Resource Professional

CRS	Cultural Resource Specialist
CRZ	Critical Root Zone
CSD	Context Sensitive Design
CSI	Construction Specification Institute
CSJ	Control Section Job
CSL	Cross-hole Sonic Logging
CSX	CSX Transportation
CUF	Commercially Useful Function
CWA	Clean Water Act
D&C	Design and Construction
DB	Design-Build
DBE	Disadvantaged Business Enterprise, as set forth in 49 C.F.R. Part 26
DBEPP	Disadvantaged Business Enterprise Performance Plan
DBFM	Design-Build Finance-Maintain
DBH	Diameter at Breast Height
DBPM	Design-Build Project Manager
DCNR	Pennsylvania Department of Conservation and Natural Resources
DCP	Dynamic Cone Penetrometer
DD	Design Deviation
DDECP	Department-Development Entity Communication Plan
DDMP	Document and Data Management Plan
DE	Design Exception
DEP	Pennsylvania Department of Environmental Protection
DEPM	Department Entity's Project Manager

DFV	Design Field View
DMS	Dynamic Message Signs
DPAMS	Design Package Avoidance and Minimization Summary
DPS	Development Entity-Provided Specifications
DQM	Design Quality Manager
DQMP	Design Quality Management Plan
DTM	Digital Terrain Model
DV	Design Variance
DVRPC	Delaware Valley Regional Planning Commission
E&SPC	Erosion and Sediment Control
EAOR	Ecological Assessment of Effects Report
ECB	Electrical Communication Boxes
ECIs	Environmental Compliance Inspectors
ECM	Environmental Compliance Manager
ECMP	Environmental Compliance and Mitigation Plan
ECMS	Engineering and Construction Management System
ECMTS	Environmental Commitment and Mitigation Tracking System
ECT	Environmental Commitments Table
EDP	Emergency Distribution Panel
EEO	Equal Employment Opportunity
EEOM	Equal Employment Opportunity Manager
EEOP	Equal Employment Opportunity Plan
EJ	Environmental Justice
EMDRP	Emergency Management and Disaster Recovery Plan
EOR	Engineer(s) of Record

EPIC	Environmental Permits Issues and Commitments
EPS	Expanded polystyrene
EPTP	Environmental Protection Training Plan
EQMS	Electronic Quality Management System
ERUP	Emergency Utility Response Plan
ESA	Endangered Species Act of 1973, 16 U.S.C. §§ 1531 et seq., as amended from time to time; Environmental Site Assessment; Environmentally Sensitive Area, in each case as context may require
ESB	Environmental Survey Boundary
ESCS	Erosion and Sediment Control Specialist
ESPCP	Erosion, Sedimentation, and Pollution Control Plan
ESS	Environmental Sensor Stations
ETC	Estimate to Complete
EUC	Emergency Utility Coordinator
EWRP	Environmental and Waste Response Plan
FAA	Federal Aviation Administration
FAPG	Federal-Aid Policy Guide
FAQ	Frequently Asked Questions
FAR	Federal Acquisition Regulations
FCON	Field Concrete Technician
FDC	Field Design Changes
FDU	Fiber Distribution Unit
FEMA	Federal Emergency Management Agency
FHWA	U.S. Federal Highway Administration
FIB	Florida-I Beam
FIRM	Flood Insurance Rate Map

FIS	Flood Insurance Studies
FM	Financing Manager
FMV	Full market value
Fragnet	Fragmentary Network
FRP	Fiber Reinforced Polymer
FS	Federal Standard
FSM	Fabrication Shop Manager
FTE	full-time equivalent
FTU	Force Transfer Units
FWCA	Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661 et seq., as amended from time to time
FWD	Falling Weight Deflectometer
GAAP	U.S. GAAP
GB	Gigabyte
GER	Geotechnical Engineering Report
GFRP	Glass Fiber Reinforced Polymer
GIS	Geographical Information System
GPS	Global Positioning System
H&H	Hydrology and Hydraulics
HBLA	Highway and Bridge Lighting Agreement
HCM	High-Capacity Manual
HCR	Highway Conditions Report
HEC	Hydraulic Engineering Circular
HEC-RAS	Hydraulic Engineering Circular, River Analysis System
HGL	Hydraulic Grade Line
HHM	Hydrology and Hydraulics Manager
HMM	Hazardous Materials Manager

HMOSHHP	Hazardous Materials Operations, Safety and Health Plan
HOP	Highway Occupancy Permit
HVAC	heating, ventilating, and air conditioning
HWD	headwater depth
HWP	Handback Work Plan
IA	Independent assurance
ICD	Interface Control Document
ICS	Innovative Concept Submittal
ID	Identification
IFRS	International Financial Reporting Standard(s)
IH	Interstate Highway
IP	Internet Protocol
IQAAP	Independent Quality Assurance and Acceptance Plan
IQF	Independent Quality Firm
IRI	International Roughness Index
ISO	International Organization for Standardization
ITP	Instruction to Proposers
ITS	Intelligent Transportation System
IWP	Investigative Work Plan
LA	Landscape Architect
LCCA	Life Cycle Cost Analysis
LCS	Lane Control System
LDM	Lead Design Manager
LED	light-emitting diode
LEP	limited English proficient
LIBOR	London Inter-Bank Offered Rate

LiDAR	Light detection and ranging
LMC	Latex Modified Concrete
LOMR	Letter of Map Revision
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MBEI	Manual for Bridge Element Inspection
MBS	Maintenance By-Pass Switch
MC	Mobile Construction
MDP	Main Distribution Panel
MDS	Microwave Detection System
MEP	Mechanical/Electrical/Plumbing
MM	Maintenance Manager
MMCS	Maintenance Management Control System
MMIS	Maintenance Management Information System
MMP	Maintenance Management Plan
MOA	Memorandum of Agreement
MOT	Maintenance of Traffic
MOU	Memorandum of Understanding
MPH	Miles Per Hour
MPMS	Multi-Modal Project Management System
MPMs	Monthly Progress Meetings
MPO	Metropolitan Planning Organization
MPR	Monthly Progress Report
MPT	Maintenance and Protection of Traffic
MQAM	Maintenance Quality Assurance Manager
MQM	Maintenance Quality Manager
MQMP	Maintenance Quality Management Plan

MS4	Municipal Separate Storm Sewer System
MSDS	Materials Safety Data Sheets
MSE	Mechanically Stabilized Earth
MSP	Management and Staffing Plan
MSPMs	Monthly Schedule Progress Meetings
MTS	manual transfer switch
MUTCD	Manual on Uniform Traffic Control Devices
MWC	Minor Work Change
NAC	Noise Abatement Criteria
NAD	North American Datum
NAICS	North American Industry Classification System
NAS	Noise Analysis Specialist
NAVD	North American Vertical Datum
NBIS	National Bridge Inspection Standards
NCE	Noncompliance Event
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code
NEMA	National Electrical Manufactures Association
NEPA	National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq., as amended from time to time
NESC	National Electric Safety Code
NESHAP	National Emission Standards for Hazardous Air Pollutants
NF	Neighborhood Friendly
NFIP	National Flood Insurance Program
NIA	Noise Impact Assessment
NOI	Notice of Intent

NOT	Notices of Termination
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
NRB	Natural Resource Biologist
NRCS	Natural Resource Conservation Service
NRHP	National Register of Historic Places
NRSRO	Nationally recognized statistical rating organization
NS	Norfolk Southern Railway Company
NSWP	Noise Study Work Plan
NTAS	National Terrorism Advisory System
NTCIP	National Transportation Communications for ITS Protocol
NTP	Notice to Proceed
OGS	Open Graded Subbase
OHWM	ordinary high-water mark
OJT	On-the-job Training
OJTP	On-the-Job Training Plan
OPPI	Owner's Protective Professional Indemnity
OSAH	Commonwealth Office of State Administrative Hearings
OSD	Off-shore Drilling
OSHA	Occupational Safety and Health Administration
OSP	outside plant
PA	Project Agreement, or the Commonwealth of Pennsylvania (abbreviation), as context may require
Pa.C.S.	Official Code of Commonwealth Annotated
PACES	Pavement Condition Evaluation System

PATA	Pennsylvania Typical Application
PATH	Pennsylvania Transportation and Heritage
PC	points of curvature
PCC	points of compound curvature
PCIT	Pennsylvania Crash Information Tool
PCMS	Portable Changeable Message Sign
PCSCM	Post Construction Stormwater Control Measure
PCSM	Post-Construction Stormwater Management
PDA	pile driving analyzer or Pre-Development Agreement, as context may require
PDF	Portable document format
PDM	Precedence Diagram Method
PDOH	Public Detour Open House
PFBC	Pennsylvania Fish & Boat Commission
PGC	Pennsylvania Game Commission
PHMC	Pennsylvania Historic and Museum Commission
PI	Public information or points of intersection
PICM	Public Information and Communication Manager
PICP	Public Information and Communication Plan
PIO	Public information office
PIR	public information requests
PLS (or RPLS)	Registered Professional Land Surveyor
PM	Project Manager
PML	Probable maximum loss
PMP	Project Management Plan
POM	Project Office Manual

PPC	Preparedness, Prevention, and Contingency Plan, or polyester polymer concrete, as context may require
PPE	personal protective equipment
PRC	points of reverse curvature
PS	Project Standard
PSA	Project Site Activity
PSC	Prestressed Concrete
PSU	Project Schedule Update
PT	points of tangency
PUA	Possession and Use Agreement
PUSR	Preliminary Utility Status Report
PVC	Polyvinyl Chloride
QA	Quality Assurance
QAM	Quality Assurance Manager
QAQC	Quality Assurance and Quality Control
QC	Quality Control
QMP	Quality Management Plan
QPL	Qualified Products List
RBMN	Reading Blue Mountain & Northern Railroad
RCDG	Reinforced Concrete Deck Girder
RCRA	Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended
RCRS	Road Condition Reporting System
RDR	Roadway Drainage Report
REC	Recognized Environmental Condition
RFC	Released for Construction
RFI	Request for Information

RFP	Request for Proposals
RFQ	Request for Qualifications
RIDs	Reference Information Documents
RLA	Registered Landscape Architect
RLM	Residual Life Methodology
RMP	Risk Management Plan
ROW	Right of Way
ROWAP	Right of Way Acquisition Plan
ROWAR	Right of Way Acquisition Report
ROWIS	Right of Way Information System
ROWM	Right of Way Manager
RPM	raised pavement markings
RQD	rock quality designation
RTF	Related Transportation Facilities
RTKL	Right-to-Know Law
RTMC	Regional Traffic Management Center
RTT	Roadway Testing Technician
RWIS	Road Weather Information System
RX	Request to Exit
SCADA	Supervisory Control and Data Acquisition
SCM	Stormwater Control Measure
SCO	Safety Compliance Order
SDPP	Special Deposit and Possession Procedure
SDS	Safety Data Sheets
SEPS	Subsurface Exploration Planning Submission
SFR	Structure Foundation Report
SHPO	State Historic Preservation Office

SID	Submersible Inspection Device
SIR	Self-insured retention or Site Investigation Report, as context may require
SLLA	Submerged Lands Licensing Agreements
SM	Schedule Manager
SMDS	Stormwater Management/Drainage Specialist
SMS	Surface Water Modeling System
S-Number	Structural Number
SOFR	Secured Overnight Financing Rate
SOP	Standard Operating Procedure
SOQ	Statement of Qualifications
SOV	Schedule of Values or Single Occupancy Vehicle, as context may require.
SOVU	Schedule of Values Update
SPP	Submittal Packaging Plan
SPRD	Submittal Packaging Requirements Database
SRH-2D	Sedimentation and River Hydraulics - Two Dimensional Model
SSP	Safety and Security Plan
SSPC	Society for Protective Coatings
SSTR	Single Slope Traffic Railing
STI	Sampling, Testing, & Inspection
SUE	Subsurface Utility Engineering
SWPPP	Storm Water Pollution Prevention Plan
T&E	Threatened or Endangered Species
TCD	Traffic Control Device
TCLP	Toxicity Characteristic Leaching Procedure
TCM	Traffic Control Manager

TCP	Traffic Control Plan
TCWZAA	Traffic Control Work Zone Alternatives Analysis
TIM	Traffic Incident Management
TIP	Thermal Integrity Profiling
TIRe	Traffic Information Repository
TMC SI	Traffic Management Center System Integrator
TMP	Transportation Management Plan
TNM	Traffic Noise Model
TP	Technical Provision(s)
TS&L	Type, Size and Location
TSM	Transportation Systems Management
TSS	total suspended solids
U.S. DOT	United States Department of Transportation
U.S. GAAP	U.S. Generally Accepted Accounting Principles
UAP	Utility Adjustment Plan
UAPP	Utility Adjustment Preliminary Plans
UAS	Unmanned Aircraft System
UCC	Uniform Commercial Code, or Utility Clearance Certifications, as context may require
UCS	User Classification Subsystem
UDC	Utility Design Coordinator
UHPC	Ultra-High Performance Concrete
UIA	Utility Impact Analysis
UM	Utility Manager
UMP	Utility Management Plan
UOR	Utility Operations Report
UPC	Utilities Protection Center

UPS	Uninterruptable Power Supply
URMS	Utility Relocation Management System
US	United States Highway
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
USPAP	Uniform Standard of Professional Appraisal Practices
UST	Underground Storage Tank
UTM	Universal Transverse Mercator
UWP	Utility Work Plan
VDS	Video Detection System
VES	Video Exception Sub-system
VMMS	Vibration and Movement Monitoring Specialist
W&LE	Wheeling and Lake Erie Railway Company
WBS	Work Breakdown Structure
WFI	Wall Foundation Investigations
WMP	Waste Management Plan
WOTUS	Waters of the United States
WQS	Water Quality Specialist
2D	two-dimensional

"Abandonment" means that the Development Entity abandons all or a material part of the Project, which abandonment shall have occurred if either (a)(i) the Development Entity does not commence to perform the Work in a material way, as determined in the Department's good faith discretion, or (ii) no significant Work (taking into account then-current, statused, Baseline Project Schedule, if applicable, and any Relief Event) on the Project or a material part thereof is performed for a continuous period of more than 30 days, (b) the Development Entity or any Major Contractor demonstrates through statements, acts, or omissions an intent not to continue (for any reason other than a Compensation Event or Relief Event) to design, construct, or maintain any or all of the Project, (c) the Development Entity or any Major Contractor demonstrates through statements, acts, or omissions a right or an entitlement to suspend or terminate all or any part of the Work (i) that it does not have under this Project Agreement, (ii) during the pendency of, and without final determination under, any Dispute Resolution Procedures, or (iii) not in good faith; or (d) any anticipatory Abandonment, as determined in the Department's reasonable discretion.

"Active Work Zone " means a portion of Work performed within the Project Limits that (i) encroaches onto the roadway, shoulders, or bridge, and (ii) requires the Development Entity to deploy traffic control measures, as more fully described under TP Section 22.6.2 (Maintenance During Construction).

"Actual Benchmarked Insurance Cost" means the actual insurance premiums associated with the Applicable Insurance Policies for the Initial Insurance Cost Review period or the three-year Insurance Cost Review Period, as applicable, in each case as adjusted for any known surcharges or refunds and to remove the calculated Excluded Premium Costs.

"Adaptations" has the meaning set forth in TP Section 2.17.1 (Resiliency Scope Items).

"Administrative Work" means all Work that is not Design Work, Construction Work or Maintenance Work, including by way of example only invoicing, quality, compliance, and document control-related Work, in each case for which the Development Entity charges the Department as part of the Work.

"Affected Third Parties Plan" means the Affected Third Parties Plan provided by the Development Entity in accordance with TP Section 3.3.10 (Affected Third Party Plan).

"Affiliate" means:

- (a) any Equity Member;
- (b) any Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Development Entity or any of its shareholders, members, partners or joint venture members; and
- (c) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by (i) the Development Entity, (ii) any Equity Member or (iii) any Affiliate of the Development Entity under clause (b) of this definition.

For purposes of this definition the term "control" means the possession, directly or indirectly, of the power to direct or to cause the direction of the management or policies (or both) of a Person, whether through voting rights or securities, by contract, family relationship or otherwise.

"Age" means the elapsed time since an Element was first constructed or installed or, if applicable, last reconstructed, rehabilitated, restored, renewed or replaced.

"Apparent Best Value Proposer" has the meaning set forth in Recital F to this Project Agreement.

"Applicable Insurance Policy" means the Commercial General Liability Policy, Umbrella/Excess Liability Policy, and Property Insurance Policy carried in accordance with the requirements provided at PA Article 17 (Insurance; Performance Security; Indemnity) and PA Exhibit 14 (Insurance Coverage Requirements), to include, solely with regard to the Property Insurance Policy, any additional or extended coverages beyond that required under PA Article 17 (Insurance; Performance Security; Indemnity) or PA Exhibit 14 (Insurance Coverage Requirements).

"Authorized Representative" has the meaning set forth in PA Section 25.6.1 (Designation of Representatives; Cooperation with Representatives), and shall be applicable person(s) or party(ies) authorized to act on behalf of each of the Department and the Development Entity, respectively, as initially set forth pursuant to PA Exhibit 10 (Initial Designation of Authorized Representatives). All notices, deliveries, responses, approvals, and other between the Department and the Development Entity shall be directed to the respective Authorized Representative for each of the aforementioned, unless expressly provided to the contrary in the Project Agreement.

"Availability Payment" means the amount earned by the Development Entity in each given Fiscal Year commencing with the Substantial Completion Date as determined in accordance with PA Exhibit 6 (Payment Mechanism).

"Base Benchmarked Insurance Cost" has the meaning set forth in PA Section 17.1.8.2c) (Establishing the Base Benchmarked Insurance Cost/Initial Insurance Cost Review Report).

"Base Case Equity IRR" means the Equity IRR as produced by the Base Case Financial Model.

"Base Case Financial Model" means the Initial Base Case Financial Model as updated at Financial Close pursuant to PA Section 4.7 (Financial Close), which shall include the Financial Model Formulas and the related output, assumptions and information used by or incorporated in each of the Financial Model Formulas.

"Base MAP" or "Base Maximum Availability Payment" means \$139,969,516.00

"Baseline Project Schedule" means the logic-based Critical Path Method schedule for all Work from commencement of the Work leading up to and including each Milestone Deadline, to be prepared by the Development Entity consistent with and reflecting the Package Proposal Schedule and Milestone Schedule, as and when such Baseline Project Schedule has been accepted by the Department, all as more particularly described in TP Section 3.4.3 (Baseline Project Schedule). The "Baseline Project Schedule" may also refer to the Package Proposal Schedule, NTP1 Baseline Project Schedule, NTP2 Baseline Project Schedule, or a Revised Baseline Project Schedule, as and when any of the foregoing is then-current Baseline Project Schedule. For avoidance of doubt, Project Schedule Updates are not a Baseline Project Schedule.

"Baseline Schedule of Values" means a detailed line item monetary valuation for all parts of the Work, which lists all SOV Line Items in the format and to the detail as described in TP Section 3.4.4 (Baseline Schedule of Values). The sum total of all line items must equal the D&C Amount. The Baseline Schedule of Values may also refer to the Package Proposal SOV, NTP1 Baseline Schedule of Values, NTP2 Baseline Schedule of Values, and Revised Baseline Schedule of Values, as and when any of the foregoing corresponds with then-current Baseline Project Schedule.

"Basis of Rejection" means rejection of a Type 2 Submittal where: (a) the Work that is the subject of the Type 2 Submittal fails to comply with any applicable covenant, condition, requirement, term, or provision of the Contract Documents, after taking into account the resolution of any point of interpretation

of this Project Agreement in accordance with PA Section 1.2 (*Contract Documents; Order of Precedence*) or PA Section 1.6 (*Technical Interpretations*) (or both); (b) the Work that is the subject of the Type 2 Submittal is not to a standard at least equal to or better than the requirements of Good Industry Practice; or (c) the Development Entity has not provided all content or information required with respect to the Type 2 Submittal.

"Best Management Practices" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Commonwealth" published by the Commonwealth Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted to prevent or reduce the pollution of waters of the State.

"Betterment" means any upgrading of the Utility in the course of any Utility Adjustment that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Utility Owner, including an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility or an expansion of the existing Utility facility. Notwithstanding the foregoing, the following are not considered Betterments:

- (a) any upgrading which is required for accommodation of the Project;
- (b) replacement devices or materials that are of equivalent standards although not identical;
- (c) replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size;
- (d) any upgrading required by Law;
- (e) replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); and
- (f) any upgrading required by the Utility Owner's applicable Utility Adjustment Standards.

"Bicycle and Pedestrian Specialist" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.19 (Bicycle and Pedestrian Specialist).

"Blasting and Vibration Monitoring Plan" means the plan described in TP Section 9.8.1 (Blasting and Vibration Monitoring Plan).

"Blue Book" means the EquipmentWatch Cost Recovery (Rental Rate Blue Book), as adopted by the Department, and as may be amended from time to time.

"Books and Records" means any and all documents, books, records, papers, letters/correspondence, maps, plans, tapes, photographs, exhibits, computer- or other electronic-based, -stored, or -generated information, or other information or materials, whether prepared and maintained or received, of any Development Entity-Related Entity or Affiliate relating to the Project, including (a) all design and construction documents, and all operations and maintenance documents (including Submittals, Contracts, invoices, schedules, meeting minutes, budgets, forecasts and Change Orders), (b) income statements, balance sheets, statements of cash flow and changes in financial position, capital expenditures and budgeted maintenance results relating to the Project, (c) all budgets, certificates, claims, correspondence, data (including test data and other Project Data), data fields, documents, analyses (including expert analyses), facts, files, investigations, notices, plans, projections, proposals, records,

reports, requests, samples, schedules, settlements, statements, studies, surveys, tests, test results, vehicular traffic information analyzed, categorized, characterized, created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored or used by any Development Entity-Related Entity or any of its or their Contractors in connection with the Project, (d) any other sketches, charts, calculations, drawings, layouts, depictions, specifications, manuals, electronic files, artwork, and other documents, information, materials, or other work product created or collected under the terms of, or otherwise under the Contract Documents, (e) any other "Books and Records" or words of similar effect as specifically required or identified under applicable Law or Governmental Approval, and (f) any of the foregoing that disclose or embody Intellectual Property. For purposes of the requirements of the Contract Documents to maintain Books and Records, the term "Books and Records" includes documents or information that are subject to the attorney-client privilege.

"Breakage Costs" means any prepayment premiums or penalties, make-whole payments or other prepayment amounts, including costs of early termination of interest rate and inflation rate hedging, swap, collar or cap arrangements, that the Development Entity must pay, or that may be payable or credited to the Development Entity, under any Funding Agreement or Security Document or otherwise as a result of the payment, redemption or acceleration of all or any portion of the principal amount of Project Debt prior to its scheduled payment date, excluding, however, any such amounts included in the principal amount of any Refinancing.

"Bridge" has the definition set forth in Recital I to this Project Agreement.

"Bridge Birth Certificate" means the "Bridge Birth Certificate" referenced in TP Section 14.3 (Bridges).

"Bridge Completion" has the meaning given in PA Section 7.6 (*Bridge Completion*).

"Bridge Key" means the unique identifier assigned to the Bridge structure in the Department's bridge management system (BMS2) (Ref Pub 100A) and is referred to in TP Section 22.8.1 (Maintenance Management Information System).

"Bridge Punchlist" has the meaning given in PA Section 7.6.2 (*Bridge Punchlist*).

"Bridge-Specific Requirements" means TP Attachment 2 (Bridge-Specific Requirements - Lenhartsville), TP Attachment 4 (Bridge-Specific Requirements - Canoe Creek), TP Attachment 5 (Bridge-Specific Requirements - Nescopeck), TP Attachment 6 (Bridge-Specific Requirements - North Fork), TP Attachment 7 (Bridge-Specific Requirements - White Haven), and TP Attachment 8 (Bridge-Specific Requirements - Susquehanna), as applicable.

"Business Day" means any day that is not a Saturday, a Sunday, a Commonwealth public holiday or a federal public holiday.

"Cash Account Balances" means, as of the Early Termination Date, all amounts standing to the credit of any bank account held by or on behalf of the Development Entity, including any accounts and reserve accounts required under the Financing Documents (excluding the Handback Requirements Reserve Account), or undrawn stated amount of any letter of credit issued in substitution for any bank account or reserve held by the Development Entity (excluding any such letters of credit issued in connection with the Handback Requirements Reserve Account).

"Change in Costs" has the meaning given in Section 4 of Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

"Change in Law" means, in either case, when binding on the Development Entity under Law:

- (a) the enactment, promulgation, or adoption of any Law, after the Technical Setting Date, provided such new Law is materially inconsistent with the Laws in effect on the Technical Setting Date, or
- (b) any change, modification, amendment, or alteration to, repeal or revocation (in whole or in part) of any Law of, in each case that is materially inconsistent with the Laws in effect on the Technical Setting Date,

excluding, however,

- (1) any new or changed Law pending, passed or adopted but not yet effective as of the Technical Setting Date;
- (2) any change in or new Utility Adjustment Standards;
- (3) any Project Standards Change (unless such Project Standards Change is required due to a Change in Law);
- (4) [Reserved]; and
- (5) any new or changed Tax Law of the Commonwealth or a local government (or political subdivision of either) that constitutes or causes a change in, or new, Tax assessed against any Development Entity-Related Entity or any of their Constituents, or results in the levy of any *ad valorem* property Taxes on the Development Entity's Interest.

For the avoidance of doubt, a Non-Discriminatory Maintenance Change that the Department requires in order to comply with or implement a Change in Law shall be treated under this Project Agreement as a Change in Law.

"Change of Control" means any assignment, sale, financing, grant of security interest, transfer of interest or other transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or control or directly cause the direction or control of the management of the Development Entity. A change in the power to direct or control or cause the direction or control of the management of an Equity Member may constitute a Change of Control of the Development Entity if such Equity Member possesses the power to direct or control or cause the direction or control of the management of the Development Entity. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

- (a) a change in possession of the power to direct or control the management of the Development Entity or a material aspect of its business due solely to a bona fide open market transactions in securities effected on a recognized public stock exchange, including such transactions involving an initial public offering;
- (b) a change in possession of the power to direct or control the management of the Development Entity or a material aspect of its business due solely to a bona fide transaction involving securities or beneficial interests in the ultimate parent organization of an Equity Member (but not if Equity Member is the ultimate parent organization), unless the transferee in such transaction is at the time of the transaction suspended or debarred or

subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or Commonwealth department or agency in the United States;

- (c) an Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer;
- (d) the exercise of minority veto or voting rights (whether provided by applicable Law, by the Development Entity's organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of the Development Entity;
- (e) the grant of Security Documents, in strict compliance with PA Section 4.3 (*Mandatory Terms of Project Debt, Funding Agreements and Security Documents*), or the exercise of Lender remedies thereunder, including foreclosure; or
- (f) an upstream reorganization of any Person holding a direct or indirect equity interest in the Development Entity or a direct or indirect transfer of equity interests in the Development Entity between Persons that are under common control or common management, where (i) the term "control" has the meaning set out in the last paragraph of the definition of "Affiliate"; and (ii) the term "management" means the Persons being so managed are receiving from a Person, or Persons which themselves are under common control, substantially the same ordinary course operational management services as would be provided by (A) a general partner of a limited partnership; (B) the holder of a majority of the management class of equity interests of a Person; (C) the holder of ordinary course operational management rights under contractual governance arrangements among equity holders of a Person; (D) an investment or asset manager pursuant to a customary investment or asset management agreement, or (E) any other arrangements that have or may have the same effect as (A) through (D) of this subparagraph (g), provided, however, in each case, that there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of the Development Entity (which does not include the exercise of minority veto or voting rights).

For purposes of this definition, a Person shall be deemed to own shares or membership interests in another Person if such person owns the legal, beneficial, and equitable interest in their relevant shares or membership interest of the other Person.

"Change Order" means a mutual agreement between the Department and the Development Entity for changes in the Work under PA Article 15 (*Department Changes; Development Entity Changes; Directive Letters*), which shall set forth any adjustments to the D&C Amount or the Contract Time, including on account of any Relief Event Determination or Compensation Event Determination as set forth under PA Section 14.2.1 (*Relief Event and Compensation Event Determinations*).

"Change Request" means a written request from the Development Entity seeking to change the character, quantity, quality, description, scope or location of any part of the Work, to modify or deviate from the Contract Documents.

"Chapter 17 Claim" has the meaning set forth in PA Section 18.7.2.5 (*Dispute Resolution Procedures*).

"Claimant" means any Person that would be entitled to protection of any P&P Bonds.

"Collateral Agent" means the Institutional Lender listed or otherwise designated to act as trustee or agent on behalf of or at the direction of the other Lenders in the Security Documents, or the Institutional Lender designated to act as trustee or agent on behalf of or at the direction of the other Lenders in an intercreditor agreement or other document executed by all Lenders to whom Security Documents are outstanding at the time of execution of such document, a copy of which shall be delivered by the Development Entity to the Department. In the event of any Project Debt issued and held by a single Lender, Collateral Agent means such Lender. The bond trustee for Issuer Bonds, if an Institutional Lender, may also be the Collateral Agent.

"Comment" means, in the context of Submittals, a Department remark, comment, edit, suggestion, expression of preference, request for additional information or accommodation, or other disposition that, in each case, is not a Basis of Rejection.

"Commercially Reasonable Insurance Rates" means insurance premiums, except Excluded Premium Costs, up to but not exceeding 200% of the Base Benchmarked Insurance Cost.

"Committed Investment" means:

- (a) any form of direct or indirect investment of good and immediately available funds by Equity Members, including the direct or indirect purchase of equity shares in or the provision of Subordinate Debt to the Development Entity; or
- (b) an irrevocable written commitment to make the direct investment referenced in clause (a) of this definition, in good and immediately available funds, by a date which is no later than the Final Acceptance Date coupled with an on-demand letter of credit issued by or for the account of an Equity Member naming the Development Entity or Collateral Agent as beneficiary, satisfying the requirements of PA Section 17.2.2.1 (General Provisions) and guaranteeing such commitment.

"Commonwealth" has the meaning set forth in Recital A to this Project Agreement.

"Commonwealth Employment Verification Form" means the Commonwealth Public Works Employment Verification Form (<https://www.dgs.pa.gov/Materials-Services-Procurement/Public-Works-Employment-Verification/Documents/Public%20Works%20Employment%20Verification%20Form.pdf>), as may from time to time be modified, supplemented, or supplanted.

"Compensation Event" means the occurrence of any of the following events, subject to any limitations, claims submissions requirements, and other conditions set forth in the Project Agreement, occurring on and after NTP2 (excepting the following may also be claimed prior to NTP2: (i) claims relating to the scope of any limited notice to proceed (as to the geographic area for the scope thereof) shall be permitted from issuance thereof; and (ii) claims for, or under, the following: (1) Department-Caused Delay, (2) Department Change, (3) certain Department acts or omissions under clauses (x) and (y) below, (4) Changes in Law under clause (a) below, (5) Changes in Project Standards under clause (b) below, (6) all Compensation Events in connection with delays to Financial Close, (7) clause (i) below (injunction, etc.), and (8) clauses (l), (p) and (q) (NEPA and related matters) below shall be permitted from the effective date thereof until the end of the Term), and, in each case, that (I) is beyond the reasonable control of the Development Entity; (II) increases the Development Entity's costs or expenses, and demonstrably, materially and adversely affects performance of the Development Entity's obligations (other than payment obligations) in accordance with the Contract Documents; and (III) is not caused by the negligence, reckless or willful misconduct of, or an act or omission that is inconsistent with the Contract Documents, or breach or violation of applicable Law, Governmental Approval, by a Development Entity-Related Entity:

- (a) Change in Law applicable to the Development Entity on and after the Technical Setting Date, excluding changes to the Buy America Act and any changes to Tax Laws;
- (b) Change in Project Standards applicable to the Project on and after the Technical Setting Date and applicable to the Development Entity and only to the extent the Development Entity is directed by the Department to implement such change in Project Standards (or is required to do so, notwithstanding, under applicable Law);
- (c) actual, documented costs, without markup, and expenses incurred by the Development Entity with respect to uncover (and recover) Work that was not Nonconforming Work caused by the exercise of the Department's rights under PA Section 7.3.4 (*Right to Uncover*);
- (d) Department-Caused Delay;
- (e) Department Change (except any Department Change agreed under PA Article 15 (*Department changes; Development Entity Changes; Directive Letters*));
- (f) discovery of Pre-existing Hazardous Materials at or on the Project Limits or on a parcel adjacent thereto (excluding any parcel of Temporary Interests), on or after the Technical Setting Date, excluding those Pre-existing Hazardous Materials that would have become known to the Development Entity by undertaking Reasonable Investigation prior to the Technical Setting Date;
- (g) a Third Party Hazardous Materials Release that (i) occurs on or after the Technical Setting Date, and, (ii) occurs at or on the Project Limits or on a parcel adjacent thereto (excluding any parcel of Temporary Interests), prior to NTP3 (or such earlier date, and as to that portion of the Project Limits only, if the Department delivers a limited notice to proceed to the Development Entity), (iii) are required to be reported to a Governmental Entity, and (iv) render use of the roadway or construction area unsafe absent remediation Work;
- (h) performance of work within the Project Limits by Separate Contractors that disrupts the Work or results in delays to the Critical Path;
- (i) issuance by a court in a legal proceeding of any preliminary or permanent injunction or temporary restraining order (or other similar order, legal restraint, or prohibition) that prohibits prosecution of any material portion of the Work, except if arising out of, related to, caused by, or resulting from the conduct of any Development Entity-Related Entity;
- (j) (i) lack of good and sufficient title or entitlement to use any parcel identified in the Package Proposal by the date agreed therein and for parcels identified by no later than 180 days following the issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of this Project Agreement), or (ii) any restrictions placed on access or use (or both) of each parcel with non-fee interests that have not been annotated in PA Exhibit 3 (*Parcel Acquisition Table*) as parcels not to be held in fee by the Department prior to the Technical Setting Date, in each case, to the extent it materially interferes with or materially and adversely affects performance of the Work;
- (k) the existence of any title reservation, condition, easement or encumbrance on any permanent parcel (but not temporary parcel) in the Package Proposal as of the date agreed for acquisition therein and for parcels identified by no later than 180 days following the issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as

updated pursuant to the terms of this Project Agreement), of record or not of record, to the extent it materially interferes with or materially and adversely affects performance of Work, excepting title reservations, conditions, easements or encumbrances (i) concerning Utilities, or (ii) caused, permitted or suffered by a Development Entity-Related Entity;

- (l) any Necessary Basic Configuration Change requiring additional permanent parcel(s) for the Project, provided that compensation to the Development Entity shall be limited to 50% of the Development Entity's costs and expenses actually incurred and relating to such Necessary Basic Configuration Change and subject to PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*).
- (m) any erroneously-excluded parcel under the Package Proposal and for parcels identified by no later than 180 days following the issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of this Project Agreement), that is necessary to comply with the Technical Provisions and all Governmental Approvals ("necessary" to mean where despite mutual good faith negotiation and efforts to mitigate in accordance with the Project Agreement, compliance with the requirements in the Technical Provisions or any Governmental Approval necessitates a NEPA re-evaluation, amendment, or supplement); provided, however, that except where the Department waives or amends any portion of any Technical Provision giving rise to the need for such additional parcel, compensation to the Development Entity shall be limited to 50% of the Development Entity's costs and expenses actually incurred and relating to such an occurrence and subject to PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*);
- (n) additional insurance premium costs as set forth in PA Section 17.1.2.11 (*Adjustments in Coverage Amounts*);
- (o) discovery at or on the Existing Right of Way or on a parcel adjacent thereto (excluding any parcel of Temporary Interests), or, after acquired any parcels, acquired after the Effective Date (or on a parcel adjacent to any such after-acquired parcel (excluding any parcel of Temporary Interests)) pursuant to PA Article 2 (*Grant of Department; Right of Way*), TP Section 8 (Right of Way), and the ROW Acquisition Report, during the Construction Period of any Unexpected Endangered Species, excluding any such presence of species known to the Development Entity prior to the Technical Setting Date or that would have become known to the Development Entity by undertaking Reasonable Investigation prior to the Technical Setting Date;
- (p) any change in the design concept of the Project or any portion thereof resulting from judicial or administrative action taken with respect to a legal challenge to any NEPA Approval as compared to the NEPA Basic Configuration, except to the extent the change in design concept (i) had already been incorporated into the Development Entity's Package Proposal, (ii) identifies the Development Entity's design as the basis or reason for such action, or (iii) results from failure by any Development Entity-Related Entity to locate or design the Project or carry out the Work in accordance with the NEPA Approval or other Governmental Approval;
- (q) suspension or termination of a NEPA Approval, except to the extent that such suspension or termination results from failure by the Development Entity or any other Development Entity-Related Entity to locate or design the Project or carry out the Work in accordance with the NEPA Approval and other Governmental Approvals (which failure may include (i) modification by or on behalf of the Development Entity of the design concept included

in the NEPA Approval, excluding Necessary Basic Configuration Changes, or (ii) means or methods used by any Development Entity-Related Entity for carrying out the Work);

- (r) (i) unreasonable and unjustified delay by a Utility Owner with whom the Development Entity or the Department has been unable to enter into a Utility agreement in connection with a Utility Adjustment, (ii) the failure of a Utility Owner to perform its obligations under a Utility agreement, or (iii) the failure or delay of a Utility Owner in obtaining any required easement, right of way or other property interest as may be required; provided that, in each case, all of the Utility Conditions to Assistance have been satisfied and 30 days have expired since the Development Entity requested the Department's assistance;
- (s) permanent and unplanned power network change(s) in voltage by a Utility Owner supplying electricity to the Project that has a material adverse effect on the Project or the Work;
- (t) suspensions of the Work ordered by the Department that are not pursuant to an expressly-provided right under the Contract Documents;
- (u) enforcement of any inapplicable local law (or political subdivision thereof) by or on behalf of a local Governmental Entity;
- (v) Type I and Type II Differing Site Conditions (excluding any Type I and Type II Differing Site Conditions known to the Development Entity prior to the Technical Setting Date or that would have become known to the Development Entity by undertaking Reasonable Investigation prior to the Technical Setting Date);
- (w) latent defects discovered in the Existing Improvements to the extent affected or impacted by the Work and as and to the extent materially and adversely affecting the completion of Work on any permanent parcel identified in the Package Proposal and for parcels identified by no later than 180 days following the issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of this Project Agreement) (but, for avoidance of doubt, in each case not with respect to any other additional parcel);
- (x) a Department failure to timely observe or perform or cause to be observed or performed a material covenant, agreement, obligation, term or condition required to be observed or performed by the Department under the Contract Documents (other than this Project Agreement) that causes impossibility of the Development Entity performance for a continuous period of 60 days or more;
- (y) any material Department breach of this Project Agreement that is not cured within any prescribed cure period, if any;
- (z) (i) Discriminatory Maintenance Changes, and (ii) solely to the extent set forth in PA Section 10.2.3 and PA Section 10.2.4 (*Changes in Performance*), Non-Discriminatory Maintenance Changes;
- (aa) additional and necessary Utility Adjustment Work directly resulting from discovery or encounter with an Unidentified Utility Facility (i) within 180 days after issuance of NTP2 (limited to Delay Costs, Extra Work Costs, and Changes in Cost only); or (ii) if the Development Entity identifies an Unidentified Utility Facility following the time period set out in clause (i) of this clause (aa) of the definition of "Compensation Event" and prior

to the Substantial Completion Date, provided that such Unidentified Utility Facility could not have been reasonably discovered within the time period set out in clause (i) of this clause (aa) of this definition of "Compensation Event" by an appropriately qualified and experienced contractor or engineer exercising due care and skill and Good Industry Practice (limited to Extra Work Costs actually incurred and documented, as calculated under the "force account" provisions in PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*), in each case, however, excluding all markups (e.g., markups for delay, indirect costs, overhead, and profit, etc.) for the Utility Adjustment Work necessitated by such Unidentified Utility Facility);

- (bb) (i) unreasonable and unjustified delay by a Railroad operating on the Site in connection with the Development Entity's performance of the Railroad coordination plan within the Package Proposal or within a Railroad Agreement, that causes a material adverse effect on the Development Entity's performance of the Work, and (ii) any delay caused by the Railroad's failure to review, comment, disapprove or take similar action not entailing a prior approval within the applicable time period under PA Section 7.11.5.2 (*Railroad Submittals*) and under PA Section 7.11.5.4 (*Railroad Submittals*), provided that, in each case, all of the Railroad Conditions to Assistance have been satisfied.
- (cc) discovery at, near or on the Project Limits on or after the Technical Setting Date of any archaeological, paleontological or cultural resources (including archaeological and historical) not known to the Development Entity prior to the Technical Setting Date based on a Reasonable Investigation;
- (dd) any increase the Development Entity's costs, delay in the Critical Path or material impact on the Development Entity's obligations under the Contract Documents due to a Highway Occupancy Permit Holder's failure to comply with the terms of a Highway Occupancy Permit within the Site, or due to the Highway Occupancy Permit Holder failure to reasonably cooperate and coordinate with the Development Entity;
- (ee) (i) Any Railroad Agreements entered into, and/or amended, supplemented or otherwise modified, on or after the Technical Setting Date or for those Railroad Agreements for which presumed terms are provided by the Department to the Development Entity prior to the Technical Setting Date, Railroad Agreements entered into, or thereafter amended, supplemented, or otherwise modified on or after the Technical Setting Date on terms, or subject to conditions, materially different from the presumed terms, (ii) Related Transportation Facilities not identified as of the Technical Setting Date, or (iii) any Department Change pursuant to PA Section 6.7.1.1 (*Third Party Agreements*) or PA Section 6.7.1.3 (*Third Party Agreements*), in each case which delay the Critical Path, increase the Development Entity's costs or otherwise have a material impact on the Development Entity's rights or obligations under the Contract Documents;
- (ff) identification or addition following the Technical Setting Date, until 180 days after the effective date of NTP2, of any non-disturbance areas with respect to the Provided Environmental Approvals on any parcel in the Package Proposal, unless such a non-disturbance area would have become known to the Development Entity by undertaking Reasonable Investigation;
- (gg) failure to obtain, or unreasonable and unjustified delay, based on the dates set forth in the Baseline Project Schedule, in obtaining or otherwise maintaining once issued, a Governmental Approval from any Governmental Entity (other than the NEPA Approvals

to the extent covered in the definition of Department-Caused Delay), except to the extent that such failure or delay results from failure by any Development Entity-Related Entity to locate or design the Project or carry out the work in accordance with the NEPA Approval as contemplated in the NEPA Basic Configuration or other Governmental Approval (but for the avoidance of doubt excluding any differences due to a Department Change, a Change in Law, a Change in Project Standards or change in the Utility standards); and

- (hh) any delay in the Critical Path, increased cost or material impact on the Development Entity's rights or obligations under the Contract Documents due to the failure of a third party counterparty to a Third Party Agreement (other than Utility Owners, Railroads or Highway Occupancy Holder to the extent covered in clauses (r), (bb), or (dd), as applicable, of this definition of Compensation Event) to reasonably cooperate and coordinate with the Development Entity whenever the Development Entity is required to cooperate and coordinate with any such the party to a Third Party Agreement.

"Compensation Event Determination" has the meaning set forth in PA Section 14.2.2 (*Relief Event and Compensation Event Determinations*).

"Compensation Event Notice" means the Notice submitted by the Development Entity in accordance with PA Section 14.1 (*Notices*).

"Compensation Event Package" has the meaning set forth in PA Section 14.1.4 (*Compensation or Relief Event Package*).

"Comprehensive Environmental Protection Plan" means the comprehensive environmental protection plan provided by the Development Entity in accordance with TP Section 3.3.14 (Comprehensive Environmental Protection Plan).

"Conduit Issuer" means the Pennsylvania Economic Development Financing Authority solely in its capacity of exercising its authority under Pennsylvania Law to issue the Issuer Bonds or any taxable bonds included as part of the Project Debt.

"Constituents" means, with respect to any entity or group of entities, any or all of its members, managers, officers, directors, share/stockholders, commissioners and officeholders (public Persons only), partners, employees, agents, representatives, consultants, attorneys, contractors, successors, and assigns.

"Construction Documents" means all working drawings, erection and installation work plans, fabrication plans, manufacturer's literature, material and hardware descriptions, specifications, construction quality-related reports, and samples (materials, display, other) specified, necessary, or desirable for construction of the Project, including all such drawings, etc., pertaining to all Utility Adjustments, regardless as to whether included in the Construction Work or self-performed by or on behalf of Utility Owners (it being understood that the equivalent of "Design Documents" with respect to such Utility Adjustments are not "Construction Documents").

"Construction Manager" means the individual person who fills this Key Personnel role, as further described in TP Section 3.3.4.1.3 (Construction Manager).

"Construction Period" means the period commencing at issuance of NTP3 and ending upon the earlier of (a) Bridge Completion (as to the Bridge and associated Work, as determined by the Department and expressly stated in the certificate of Bridge Completion), and (b) Substantial Completion Date (as to the balance of the Project).

"Construction Quality Management Plan" means the construction quality management plan provided by the Development Entity in accordance with TP Section 3.3.9.2 (Construction Quality Management Plan).

"Construction Quality Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.4 (Construction Quality Manager).

"Construction Standard" means a drawing detailing the Department required dimensions, specifications, construction methods, or requirements for a particular part of the Work or portion of the Project. TP Attachment 1 (Project Standard) identifies which Construction Standards are Project Standards.

"Construction Work" means all portions of the Work (excluding associated Administrative Work) necessary to build or construct, reconstruct, rehabilitate, make, form, manufacture, furnish, install, integrate, supply, deliver, or equip the Project or the Utility Adjustments. Construction Work includes Maintenance During Construction applicable thereto, all Work and activities after Substantial Completion required to achieve Final Acceptance (including completion of all Punchlist items and all Landscaping Work), the development of the Construction Documents, and performance of construction Quality Management. Construction Work does not include Design Work or Maintenance Work.

"Consumer Price Index", or **"CPI"**, means CPI for All Urban Consumers (BLS Series ID CUUR0000SA0) as published by the Bureau of Labor Statistics using a reference year of 1982-84 that equals 100.0 or, if such index in its present form becomes unavailable, such similar index as may be agreed by the Parties, acting reasonably. If such index is revised so that the base year differs from that set forth above, the "Inflation Index" shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics otherwise alters its method of calculating such index, the Parties shall mutually determine appropriate adjustments in the affected index.

"Context Sensitive Design" means context sensitive design which shall include landscape mitigation and enhancements that complement the character of the Bridge and Highway corridor and geographic region, harmonization with the natural, cultural, and built features that a Bridge or Highway adjoins and passes through, and measures to fit the surrounding "sense of place" while ensuring the safety of bridge and Highway users and maintenance staff. See TP Section 16.5 (Aesthetics Design Requirements) for additional requirements.

"Contract" means any agreement, and any supplement or amendment thereto, by either (a) the Development Entity with any other Person or Contractor, or (b) any Contractor with any Person or Subcontractor, to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Subcontractor and its lower tier sub-subcontractor or supplier.

"Contract Documents" means those documents as set forth in PA Section 1.2 (*Contract Documents; Order of Precedence*) and all such other agreements entered into directly by and between the Department and the Development Entity (e.g., Change Orders).

"Contract Time" means the time period provided for the Development Entity's completion of the Work as provided in PA Section 3.3.1 (*Contract Time, Date of Commencement, and Notice to Proceed*).

"Contractor" means any Person with whom the Development Entity has entered into any Contract to perform any part of the Work or provide any services, materials, equipment, hardware or supplies for any part of the Project or the Utility Adjustments included in the Construction Work, on behalf of the Development Entity, and any other Person with whom any Contractor has further subcontracted any part

of the Work, at all tiers. The term "Contractor" excludes the Department and any Utility Owner self-performing Utility Adjustment Work. The Lead Engineering Firm, Lead Construction Contractor, and Lead Maintenance Contractor are each a "Contractor".

"Controlling Work Item" means the activity or work item on the Critical Path of the D&C Work having the least amount of Float.

"Coordination and Discipline Group" has the meaning set forth in TP Section 3.5.1.1 (Coordination and Discipline Groups).

"Corrective Action Plan" means the Development Entity's plan for taking corrective action with respect to systemic Nonconforming Work as described in TP Section 2.12.5 (Corrective Action Plan).

"Cost to Complete" means all costs and expenses incurred as of the Early Termination Date and expected to be incurred by the Department or any Person acting on the Department's behalf in completing and financing the Work or having the Work completed and/or financed by another Person, including remediating any Nonconforming Work, procurement costs, throw away costs for unusable portions of the completed Work, and costs associated with arranging financing related thereto.

"Critical Path" means the sequence of activities that must be completed on schedule for the entire Project to be completed on time in accordance with the Milestone Deadlines. This is the longest duration path (or "chain"), in terms of time, of logically connected activities of D&C Work on the Baseline Project Schedule (as such schedule is stated and updated in accordance with TP Section 3.4.12 (Time Impact Analysis)) ending with the relevant Milestone Deadline in respect thereof (ultimately, the Final Acceptance Date), corrected for any improper logic, improper activity durations, and errors.

"Critical Path Method" means a scheduling method that utilizes the Precedence Diagram Method to calculate each activity's early dates, late dates, Float values and establishes the critical path through the activity network.

"CRP – Development Entity Communications Plan" means the plan described in TP Section 5.8.7.8.3 (Oversight).

"Day" or **"day"** means calendar day unless otherwise expressly specified otherwise.

"DBE Contract" means a Contract with a DBE Contractor.

"DBE Contractor" means a Contractor that is a DBE.

"DBE Goal" means the DBE goal set forth in PA Section 11.8.3.1 (*DBE Goal, Commitments*).

"DBE Monthly Monitoring Report" means the Department Report for DBE goal attainment in dollars and percentages toward the DBE commitment goal.

"DBE Monthly Status Report" means Department Form EO-402, as may from time to time be amended, supplemented, or supplanted.

"DBE Recovery Plan" has the meaning set forth in PA Section 11.8.3.5 (*DBE Goals, Commitments*).

"DBE Requirements" means PA Exhibit 11 (*DBE Requirements*).

"DBE Uniform Report –P3 Form" means the form set forth in Appendix B to PA Exhibit 11 (*DBE Requirements*).

"D&C Amount" means the firm, fixed price for the D&C Work, initially as set forth in the Initial Base Case Financial Model, as adjusted from time to time in accordance with the terms of this Project Agreement, and Financial Model Updates as provided in the Project Agreement. The "D&C Amount" is the value of the Design-Build Contract.

"D&C Closeout Plan" means the plan prepared by the Development Entity in accordance with the requirements of TP Section 3.3.22 (Design and Construction Closeout Plan).

"D&C Period" means the period commencing at issuance of NTP1 and ending upon the Final Acceptance Date.

"D&C Work" means the Design Work and the Construction Work. For avoidance of doubt, D&C Work includes Maintenance During Construction.

"Deductions" means, in the context of PA Exhibit 6 (*Payment Mechanism*), each of the Monthly Noncompliance Adjustments and Lane Closure Rental Fees, as well as any other Liquidated Damages or other deductions assessed in the relevant invoice period for which the Development Entity does not require or receive direct payment by the Development Entity to the Department. In all other instances, and depending upon context, "Deductions" means Liquidated Damages, Monthly Noncompliance Adjustments, and Lane Closure Rental Fees, individually or collectively.

"Default Interest Rate" means the lesser of (a) the default interest rate, or equivalent term, under the Funding Agreements, and (b) 6% per annum.

"Default Termination Event" means each of Development Entity Defaults listed in PA Section 19.2.1 (*Development Entity Defaults Triggering Department Termination Rights*).

"Defect" (or variations of such concept, such as "Defective," as context may require) means any Work that (i) does not conform with the Contract Documents, or (ii) otherwise is a defect, whether by design, construction, installation, damage or wear, affecting the condition, use, functionality or operation of any portion of the Work that would cause or have the potential to cause one or more of the following:

- (a) a hazard, nuisance or other risk to public or worker health or safety, including the health and safety of Users;
- (b) a structural deterioration of the affected part of the Work or portion of the Project;
- (c) damage to a third party or a third party's property or equipment;
- (d) damage to the Environment; or
- (e) failure of a part of the Work or portion of the Project to meet a Performance Requirement.

"Deferral of Compensation" means the election of the Department to pay Extra Work Costs, Delay Costs, or Change in Costs through any one of the following or a combination thereof:

- (a) Extension of the Term;
- (b) Adjustment of the Availability Payment; or

- (c) Periodic payments over the Term.

"Delay Costs" shall have the meaning set forth in Section 2 to PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

"Department" means the Pennsylvania Department of Transportation, as set forth in the recitals, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under the Contract Documents.

"Department-Caused Delay" means any of the following events, subject to PA Section 14.3.2.3 (*Limitations on Time Extensions*), the cumulative effect of any such delays or events as set forth below have resulted in (i) a delay to the then-current Critical Path (as of the date of the event) or (ii) interruption or delay to the Maintenance Work, as applicable, or (iii) the Development Entity actually incurs Extra Work Costs, Delay Costs, or Change in Costs, or any combination of the foregoing, including where there would otherwise be a delay to the then-current Critical Path (as of the date of the event) or the interruption or delay to the Maintenance Work but for the Development Entity's performance of its obligation to mitigate the delay or interruption, as applicable, pursuant to which the Development Entity actually incurs Extra Work Costs, Delay Costs and/or Change in Costs:

- (a) failure of the Department to issue NTP1 as provided pursuant to PA Section 3.3.1 (*Contract Time, Date of Commencement, and Notice to Proceed*) or failure to issue NTP2 as provided pursuant to PA Section 3.3.3 (*Notice to Proceed 2*) or failure to issue NTP3 as provided pursuant to PA Section 3.3.4 (*Notice to Proceed 3*);
- (b) issuance of a Directive Letter that requires the Development Entity to perform additional Work or causes an actual, material increase to the costs to perform the Work;
- (c) (i) failure of the Department to obtain (but not to maintain), or any delay of the Department, in obtaining any Governmental Approvals for which the Department is responsible for obtaining (but not maintaining) under the Contract Documents (including failure, inability or delay in any NEPA Approval being issued in final form and not subject to appeal); (ii) any re-evaluation, modification, or supplement to any Provided Environmental Approval, where such re-evaluation, modification, or supplement is not caused by an event under PA Section 6.2.12.1a (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*) or PA Section 6.2.12.1b (*Provided Environmental Approval Re-evaluations, Amendment, or Supplements*), except in each case to the extent the Development Entity is expressly entitled to a Relief Event or a Compensation Event under this Project Agreement; and (iii) any changes in the design, redesign or engineering of the Project, or any portion thereof, due to changes or variations in the NEPA Approval with respect to the NEPA related documentation provided by the Department to the Development Entity prior to October 7, 2022;
- (d) failure of the Department to provide:
- (i) with respect to any complete, compliant Type 3 Submittal for which a response period is specified in the Submittal Packaging Requirements Database, a response to such Type 3 Submittal within the time period determined in accordance with PA Section 6.3.2 (*Time Periods*) (and the Submittal Packaging Requirements Database), subject to the Development Entity complying with its obligation to notify the Department of its failure to timely respond under PA Section 6.3.3 (*Type 3 Submittal*); and

- (ii) with respect to any complete, compliant Type 2 Submittal, a response to such Type 2 Submittal within the time period determined in accordance with PA Section 6.3.2 (*Time Periods*), subject to the Development Entity complying with its obligation to notify the Department of its failure to timely respond under PA Section 6.3.4 (*Type 2 Submittal*);
- (e) failure of the Department to provide any required right of way, temporary construction easements, or other real property right by the applicable date identified in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated in accordance with PA Section 2.7 (*Real Property Rights Assessment*));
- (f) the occurrence of a Department Release of Hazardous Materials;
- (g) a Special Event, if the Department either does not provide or provides Notice to the Development Entity less than 30 days prior to such Special Event;
- (h) any delay to achieving Financial Close beyond the Financial Close Deadline under PA Section 4.7.2 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*) or PA Sections 4.7.6.3, 4.7.6.6, and 4.7.6.7;
- (i) subject to PA Section 14.3.3.12 (*Compensation Events Constraints*), any damage to the Project or Project Limits directly caused by the Department or any Person acting on behalf of the Department;
- (j) re-evaluation, modification, or supplement to any Provided Environmental Approval issued by the Department acting in its capacity as a Governmental Entity, where such re-evaluation, modification, or supplement is not caused by any Development Entity-Related Entity; and
- (k) any other event that the Contract Documents expressly state shall be treated as a Department-Caused Delay;

provided that, in each case, the Development Entity has used commercially reasonable efforts to mitigate the subject Department-Caused Delay, the Department shall not take into account Float in calculating the duration of such Department-Caused Delay; and provided, further, however, that no exercise of any Department right in accordance with the Contract Documents shall be deemed a Department-Caused Delay.

For avoidance of doubt, any proper suspension of Work pursuant to PA Section 18.3.6 (*Suspension of Work*) shall not be considered a Department-Caused Delay.

"Department Change" means:

- (a) any change in the scope of the Work or terms and conditions of the Technical Provisions (including, subject to PA Section 15.5.1 (*Project Standards Changes*), any Project Standards Change) that the Department has directed the Development Entity to perform, or the Parties agree that the Development Entity will perform, through a Change Order as described in PA Section 15.1 (*Department Changes*) or a Directive Letter pursuant to PA Section 15.3 (*Directive Letters*); and
- (b) any other event that the Contract Documents expressly state shall be treated as a Department Change, excluding, however, in each instance:

- (i) those directives or prerogatives expressly reserved to the Department hereunder as not constituting a Department Change; and
- (ii) Non-Discriminatory Maintenance Changes.

"Department Concurrence Point" means a point, following IQF acceptance of the subject Work, at which Department acceptance is required before certain Work can proceed as set forth in TP Table 3-1 (Department Concurrence Points).

"Department Default" has the meaning set forth in PA Section 18.5.1 (*Department Default*).

"Department-Development Entity Communication Plan" means the Department-Development Entity Communication Plan provided by the Development Entity in accordance with TP Section 3.3.8 (Department-Development Entity Communication Plan).

"Department-Driven Project Standards Change" has the meaning set forth in PA Section 7.2.6.1 (*Department-Driven Project Standards Change*).

"Department FC Notice" has the meaning set forth in PA Section 4.7.2.1 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*).

"Department Form BOP-2201" means the form set forth in PA Exhibit 13-1 (*Department Form BOP-2201*).

"Department Hazardous Materials Management Notice" has the meaning set forth in PA Section 7.8.2.2 (*Hazardous Materials Management*).

"Department Incident" has the meaning set forth in PA Section 14.3.3.12 (*Compensation Events Constraints*).

"Department Recoverable Costs" means:

- (a) the reasonable costs of any assistance, action, activity or Work undertaken by the Department which the Development Entity is liable for or is obligated to reimburse the Department, as the case may be, under the terms of the Contract Documents, including the charges of third party experts, consultants, and contractors performing such action, activity or work; plus
- (b) third party costs the Department incurs to publicly procure any such third party experts, consultants, attorneys, and contractors; plus
- (c) reasonable fees and costs of attorneys, financial advisors, engineers, architects, insurance brokers and advisors, investigators, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Work, including in connection with investigating and defending claims by and resolving disputes with third party contractors; plus
- (d) any expense or cost for which the Department is to be reimbursed by the Development Entity pursuant to the express terms of the Project Agreement or other Contract Documents; plus

- (e) interest on all the foregoing sums at the Default Interest Rate from the date due under the applicable terms of the Contract Documents and continuing until paid.

"Department-Related Entities" means (a) the Department, (b) any other Persons for whom the Department may be legally or contractually responsible, and (c) the Constituents of any of the foregoing; provided, however, that no Development Entity-Related Entity, acting under or relating to the Work, shall be considered a Department-Related Entity.

"Department Release(s) of Hazardous Materials" means, except as provided below, in this definition a Hazardous Materials Release directly by the Department, and its respective agents and contractors (excluding the Development Entity and any Development Entity-Related Entity) after the Technical Setting Date. The Department Release(s) of Hazardous Materials excludes any Hazardous Materials so introduced that are in or part of construction materials and equipment incorporated into the Project.

"Department-Retained O&M Work" means the responsibilities of the Department set forth in (a) commencing at issuance of NTP1 through Bridge Completion with respect to each Bridge, TP Table A31-1 (Construction Period Maintenance Responsibilities), and (b) during the Maintenance Period for each Bridge that has achieved Bridge Completion, TP Table A31-2 (Maintenance Period Maintenance Responsibilities), which, for avoidance of doubt, is performed during the entire Term.

"Design-Build Contract" means that certain agreement between the Development Entity and the Lead Construction Contractor of even date herewith for the design and construction of the Project or the Utility Adjustment included in the Design Work or the Construction Work.

"Design-Build Project Manager" means the individual person who fills this Key Personnel role, as further described in TP Section 3.3.4.1.2 (Design-Build Project Manager).

"Design Deviation" means a documented decision to design a portion of the Project to design criteria that do not meet minimum suggested or permissive values or ranges as established by either FHWA or the Department, but which have not been identified as either a controlling criteria by FHWA or a Project Standard. Design Deviations shall be documented in the Record Drawings.

"Design Document Compliance Certificate" means the certificate described in TP Section 3.5.2.5 (Design Document Compliance Certificate).

"Design Documents" means all drawings (including Plans, profiles, cross-sections, notes, elevations, typical sections, details, and diagrams), specifications, reports, studies, Shop Drawings, erection and shoring drawings, calculations, electronic files, records, and other submissions necessary for, or related to, the design of the Project and to the Utility Adjustments, regardless as to whether included in the Design Work or the Construction Work. The Design Documents include each of the Preliminary Design Documents, Final Design Documents, Released for Construction Design Documents, Shop Drawings and Record Drawings.

"Design Exception" means a documented decision to design a portion of the Project or a segment of the roadway to design criteria that do not meet minimum values or ranges established for the Project as set by the 10 controlling criteria as defined by "AASHTO – A Policy on Geometric Design of Highway and Streets." Design Exceptions require approval from both the Department and FHWA.

"Design Quality Management Plan" means the design quality management plan provided by the Development Entity in accordance with TP Section 3.3.9.1 (Design Quality Management Plan).

"Design Quality Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.3 (Design Quality Manager).

"Design Variance" means any documented decision other than a Design Exception to design a portion of the Project or a segment of the roadway to design criteria that do not meet minimum values or ranges established for the Project as denoted by the Department (including, for avoidance of doubt, the 11th controlling criteria ("Acceleration and Deceleration Lane Lengths") identified in Appendix P (Design Exceptions) to Department Publication 10x (DM – 1X)). Design Variances require approval from the Department.

"Design Work" means (a) all Work of design, redesign, engineering, (b) design activities relating to Utility Adjustment Work, and (c) design activities relating to Railroad-related Work. "Design Work" includes Maintenance During Construction relating thereto, development of the Design Documents, and performance of the design-related Quality Management. "Design Work" also includes activities (such as subsurface utility investigations and geotechnical investigations) incidental to Design Work.

"Detailed Cost and Pricing Data" means all documents and materials used by the Development Entity to prepare its Package Proposal and to bid the D&C Amount. The "Detailed Cost and Pricing Data" includes all writings, working papers, computer printouts, charts, and all data compilations which contain or reflect information, data, formulas, unit and materials prices, other cost and fee information, and calculations and includes specifically all materials quantity assumptions, schedules, equipment or machinery use or rental rates, transportation charges, overhead rates, labor rates, management or supervisory labor costs, efficiency or productivity factors, arithmetic extensions, binding or other quotations from consultants, subconsultants, subcontractors, and material suppliers (including costs, rates, assumptions, and adjustments with respect to changes arising out of Change Orders under the Project Agreement, if any), property damage, liability, and other non-statutory insurance premiums, and all costing assumptions for human resources (e.g., salary and benefits), and otherwise all information and materials required under PA Section 21.6.5 (*Contents of Detailed Cost and Pricing Data*) and PA Section 21.6.6 (*Escrowed Documents*).

"Development Entity" means the party identified as such in the opening paragraph, together with its successors and permitted assigns.

"Development Entity Default" has the meaning set forth in PA Section 18.1.1 (*Development Entity Default*).

"Development Entity Employee and Contractor Breakage Costs" means

- (a) the payment of all wages earned, accrued unused vacation time, and any other payments required to be made by the Development Entity to its employees under law, or under the terms and conditions of the Development Entity's employment agreements with its employees as a direct result of the termination of this PA but only to the extent that such employment agreements are consistent with terms that have been entered into in the ordinary course of business; and
- (b) costs that have been or will be incurred by the Development Entity under a Key Contract and the IQF Contract as a direct result of the termination of this PA (including reasonable and documented demobilization costs), but only to the extent that
 - (i) such costs have been or will be incurred in connection with the Project and relate to provision of services or with respect to the Work required to be provided or carried out, including:

- (1) any materials or goods ordered or subcontracts, placed that cannot be cancelled without such losses;
- (2) any expenditure incurred in anticipation of the provision of services or the completion of Work in the future; and
- (3) the cost of demobilization including the cost at any relocation of equipment used in connection with the Project;

(ii) such costs have been or will be incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on an arm's length basis; and

(iii) the Development Entity and the relevant Key Contractor have each used their reasonable efforts to mitigate such costs.

"Development Entity FC Notice" has the meaning set forth in PA Section 4.7.2.1 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*).

"Development Entity-Led Environmental Approvals" means all Environmental Approvals other than the Provided Environmental Approvals.

"Development Entity-Related Entity(ies)" means:

- (a) the Development Entity;
- (b) Equity Members;
- (c) Contractors;
- (d) any other Persons performing any of the Work;
- (e) any other Persons for whom the Development Entity is legally responsible;
- (f) the Constituents of any of the foregoing to the extent not included within the foregoing clauses (a) to (e); and
- (g) Affiliates of the Development Entity (including the PDA Entity); provided, however, that no Department-Related Entity, acting in relation to the Work, shall be considered a Development Entity-Related Entity.

"Development Entity Release(s) of Hazardous Materials" means any Hazardous Materials Release:

- (a) involving any Hazardous Materials arranged to be brought onto the Site or any other location by any Development Entity-Related Entity, regardless of cause;
- (b) to the extent attributable to failure to comply with any post-remediation care plan, environmental covenant or other engineering or institutional control by any Development Entity-Related Entity;
- (c) to the extent attributable to the breach of any applicable Law, Governmental Approval, or this Project Agreement (including any acts or omissions that are not in accordance with

Good Industry Practice), negligence, or willful misconduct by any Development Entity-Related Entity; or

- (d) without prejudice to the generality of the foregoing, to the extent attributable to the use, containment, storage, management, handling, transport and disposal of any Hazardous Materials by any Development Entity-Related Entity in breach of any applicable Law, Governmental Approval, or the Contract Documents.

"Development Entity's Design" means, at any given time, and depending upon context, (a) the aggregate of accepted Design Document Submittals, (b) the design concepts set forth in such aggregate of accepted Design Document Submittals, or (c) the action of developing the Development Entity's Project design.

"Development Entity's Interest" means all right, title, and interest of the Development Entity in, to, under or derived from the Contract Documents.

"Development Entity's Project Manager" means the individual person who fills this Key Personnel role, as further described in TP Section 3.3.4.1.1 (Development Entity's Project Manager).

"Direct Agreement" means the agreement in the form attached as PA Exhibit 5-1 (*Form of Direct Agreement*) by and among the Department, the Development Entity, and any Lender (or Collateral Agent on behalf of multiple Lenders) respecting certain of Lenders' rights under the Contract Documents. Direct Agreement(s) shall follow the "Form of Direct Agreement" provided as PA Exhibit 5-1 (*Form of Direct Agreement*) in all material respects.

"Directive Letter" means the letter described in PA Section 15.3 (*Directive Letters*).

"Disadvantaged Business Enterprise" means, in accordance with 49 CFR Part 26, a small for-profit business concern that is listed at <https://paucp.dbesystem.com/> and certified by the Pennsylvania Unified Certification Program as having satisfied the DBE certification requirements.

"Disadvantaged Business Enterprise Performance Plan" means the Disadvantaged Business Enterprise Performance Plan provided by the Development Entity in accordance with TP Section 3.3.6.1 (Disadvantaged Business Enterprise Performance Plan).

"Discriminatory Maintenance Change" means (a) materially more onerous application to the Development Entity or the Project of alterations or changes (including additions) to the Technical Provisions and Safety Standards relating to the Maintenance Work than the application thereof to other comparable Department projects, or (b) selective application of alterations or changes (including additions) to the Technical Provisions and Safety Standards relating to the Maintenance Work to the Development Entity or the Project and not to other comparable Department projects. Notwithstanding the foregoing, such application in response to any negligence, willful misconduct, or breach of applicable Law, Governmental Approval or contract by the Development Entity or any Development Entity-Related Entity shall not be Discriminatory Maintenance Changes.

"Dispute" means any dispute, disagreement or controversy between the Department and the Development Entity concerning their respective rights and obligations under the Contract Documents, including concerning any alleged breach or failure to perform and remedies.

"Disputed Work" has the meaning set forth in PA Section 18.7.4.1 (*Dispute Resolution Procedures*).

"Dispute Expiration Date" has the meaning set forth in PA Section 18.7.2.3 (Written Protest to Department).

"Dispute Resolution Procedures" means the procedures for resolving Disputes set forth in PA Section 18.7 (Dispute Resolution Procedures).

"Distributions" means, whether in cash or in kind, any:

- (a) dividend or other distribution with respect to share capital;
- (b) reduction of capital, redemption or purchase of shares or any other reorganization or variation to share capital;
- (c) payments made by the Development Entity under an Equity Member's Funding Agreement (whether of principal, interest, breakage costs, or otherwise);
- (d) payment, loan, contractual arrangement or transfer of assets or rights to the extent that, in each case, it was put in place after Financial Close and was neither in the ordinary course of business nor on reasonable commercial terms;
- (e) receipt of any other benefit which is not received in the ordinary course of business and not on reasonable commercial terms, or
- (f) early release or cancellation of any contingent debt or equity funding liabilities of the Development Entity, the amount of such release or cancellation being deemed a Distribution for the purpose of calculating any Refinancing Gain.

"District" means each of the 11 Department regional offices.

"District Standard Special Provision" means any addition or revision to the Standard Specifications identified in TP Attachments 11-19 (District Standard Special Provisions).

"Document and Data Management Plan" means the Document and Data Management Plan provided by the Development Entity in accordance with TP Section 3.3.5 (Document and Data Management Plan).

"Drainage System" means structures that convey water within the Project Limits, and includes pipes, culverts, bridges, natural channels, man-made and post-construction channels within the Project Limits.

"e-Builder" means the web-based project control system used by the Department to be utilized by the Development Entity in accordance with TP Section 3.3.5 (Document and Data Management Plan).

"Early Handback Elements" means the Elements for which maintenance responsibility is transferred from the Development Entity to the Department upon Bridge Completion for the subject Bridge as set forth in TP Section 23.1.1 (Handback Requirements for Early Handback Elements).

"Early Termination Date" means the effective date of termination for any reason prior to the stated date for expiration of the entire Term.

"Effective Date" means the date set forth in the Preamble.

"Element" means an individual component, system or subsystem of the Project or of a Utility Adjustment, and shall include at a minimum a breakdown into the items described (a) commencing at issuance of NTP1 through Bridge Completion with respect to each Bridge, in TP Table A32-2 (Maintenance Performance Requirements During the Construction Period), and (b) during the Maintenance Period for each Bridge that has achieved Bridge Completion, in TP Table A32-4 (Maintenance Performance Requirements During the Maintenance Period).

"Eligible Investments" means any one or more of the following instruments or securities:

- (a) direct obligations of, and obligations fully and unconditionally guaranteed by, (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America;
- (b) demand or time deposits, federal funds or bankers' acceptances issued by any depository institution or trust company, provided that (i) any demand or time deposit or certificate of deposit is fully insured by the Federal Deposit Insurance Corporation or (ii) any commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such depository institution or trust company at the time of such investment or contractual commitment providing for such investment have been rated "A" or higher by a Rating Agency;
- (c) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one year after the date of issuance thereof) which has been rated "A" or higher by a Rating Agency at the time of such investment;
- (d) any money market funds, the investments of which consist of cash and obligations fully and unconditionally guaranteed by (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America and which have been rated "A" or higher by a Rating Agency; and
- (e) other investments then customarily accepted by the Commonwealth in similar circumstances;

provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

"Emergency" means an unforeseen event affecting the Project whether directly or indirectly which (a) causes or has the potential to cause disruption to the free flow of traffic on the Project or a threat to the safety of the public; (b) is an immediate or imminent threat to the long term integrity of any part of the infrastructure of the Project, to the Environment, to property adjacent to the Project or to the safety of Users or the traveling public; or (c) is recognized or declared by the Governor of the Commonwealth, any administrative subdivision of the Commonwealth, FEMA, the U.S. Department of Homeland Security or other Governmental Entity with authority and having jurisdiction over the Project or the Department to declare an emergency.

"Emergency Management and Disaster Recovery Plan" means the Development Entity's plan for emergency prevention, and emergency and disaster response and services, as part of the PMP, as described at TP Section 3.3.12 (Emergency Management and Disaster Recovery Plan).

"Emergency Utility Response Plan" means the plan described in TP Section 7.10.1 (Emergency Utility Response Plan).

"Engineer of Record" means the Professional Engineer that seals any Plan(s) or Design Document(s).

"Enhanced Minimum Wage Provisions" has the meaning set forth in PA Section 11.12 (*Prevailing/Minimum/Enhanced Minimum Wages; Paid Sick Leave*).

"Environment" means air, soils, submerged lands (or "wetlands"), surface waters, groundwater, land, stream sediments, surface or subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems (including ecosystems), and cultural, historic, archaeological and paleontological resources.

"Environmental Approvals" means all Governmental Approvals arising from or required by any Environmental Law in connection with development, design, or construction of the Project, including approvals and permits required under NEPA, Section 2002 of the Administrative Code of 1929, 71 P.S. §512, and Article 1, Section 27 of the Pennsylvania Constitution. Environmental Approvals include all Provided Environmental Approvals and Development Entity-Led Environmental Approvals.

"Environmental Commitment and Mitigation Tracking System" has the meaning set forth in TP Section 5.8.1 (Environmental Commitment and Mitigation Tracking System).

"Environmental Compliance Inspectors" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.10 (Environmental Compliance Inspectors).

"Environmental Compliance Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.7 (Environmental Compliance Manager) and TP Section 5.6 (Personnel).

"Environmental Law" means any Law applicable to the Project or the Work requiring consideration of environmental impacts or addressing, regulating, relating to, or imposing liability, actions or standards of conduct that pertains to (1) the Environment, Hazardous Materials, pollution, contamination of any type whatsoever, health, or safety, and any lawful requirements and standards that pertain to the Environment, Hazardous Materials, pollution, contamination of any type whatsoever, health, and safety, or (2) otherwise the protection of public health, public welfare, public safety, in any case, set forth in any Laws, or other criteria and guidelines promulgated pursuant to such Laws, or Governmental Approvals applicable to the Project or the Work, as such have been or are amended, modified, or supplemented from time to time (including any present and future amendments thereto and reauthorizations thereof) including those relating to:

- (a) the manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, and transportation of Hazardous Materials;
- (b) air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
- (c) Hazardous Materials Releases;

- (d) protection of nonhuman life (including wildlife, Threatened or Endangered Species, sensitive species), wetlands, water courses and water bodies, historical, archaeological, and paleontological resources, and natural resources;
- (e) the operation and closure of underground storage tanks;
- (f) the safety of employees and other persons; and
- (g) notification, documentation, and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include those Laws set forth in PA Exhibit 20 (*Environmental Laws Applicable to the Project*).

"Environmental Protection Training Plan" means the plan described in TP Section 5.8.5 (Environment Protection Training Plan).

"Environmental Site Assessment" means the environmental site assessment the Development Entity is required to perform in accordance with TP Section 5.8.2.1 (Pre-Existing Hazardous Materials).

"Equal Employment Opportunity Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.2 (Equal Employment Opportunity Manager).

"Equity IRR" means the nominal post-Tax internal rate of return produced by then-current Financial Model on Committed Investment over the Full Term, calculated as the discount rate that, when applied to the cash flows of the Committed Investment and Distributions, gives a net present value of zero. For purposes of this definition:

- (a) the phrase "post-Tax" refers only to U.S. federal, state/Commonwealth, and local income Tax liability of the Development Entity or its Equity Members and specifically excludes (i) any foreign income Tax and other Tax of any kind, and (ii) any withholding Tax, including any Tax that the Development Entity or an Equity Member is obligated to withhold on Distributions (whether actual or constructive) or other payments or allocations to Equity Members or holders of debt of or equity interests in an Equity Member under sections 1441 – 1446 of the Internal Revenue Code, notwithstanding section 1461 of the Internal Revenue Code; and
- (b) the phrase "cash flows" refers to Distributions (when received by the Development Entity) minus Committed Investment (when cash funded by the Development Entity). For the avoidance of doubt, the Equity IRR should be calculated on a cash-on-cash basis.

"Equity Member" means (A) any shareholder, member, partner or joint venture or consortium member of the Development Entity or (B) any other Person with a material financial obligation owing to the Development Entity for equity or shareholder loan contributions and, in each case of (A) or (B), which possess the ability to control or cause the direction or control of the management of the Development Entity and any HoldCo.

"Equity Transfer" means any assignment, mortgage, encumbrance, conveyance, sale, or other transfer of equity interest in the Development Entity.

"Erosion and Sediment Control Specialist" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.17 (Erosion and Sediment Control Specialist).

"Error" means an error, omission, inconsistency, inaccuracy, deficiency, or other defect that is not a Defect.

"Escrowed Documents" means the cost and pricing, and related, documents and information that was used or referenced to prepare the Package Proposal that resulted in this Project Agreement, including specifically the Detailed Cost and Pricing Data, as supplemented from time to time, the Financial Escrow (if elected not to be separate) as well as, if triggered by one or more of the events described in PA Section 21.6.9 (Intellectual Property Escrow), software, Source Code and Source Code Documentation, and Proprietary Intellectual Property.

"Exceptional Cost" is the amount by which the Actual Benchmarked Insurance Cost for any Insurance Cost Review Period (other than that incurred on the Initial Insurance Cost Review Period) exceeds the Base Benchmarked Insurance Cost by more than 30%.

"Exceptional Savings" is the amount by which the Actual Benchmarked Insurance Cost for any Insurance Cost Review Period (other than that incurred on the Initial Insurance Cost Review Period) is less than the Base Benchmarked Insurance Cost by more than 30%.

"Excluded Premium Costs" has the meaning set forth in PA Section 17.1.8.5 (Excluded Premium Costs).

"Exempt Refinancing" means:

- (a) any Refinancing that was fully and specifically identified and taken into account in the Financial Model and calculation of the Base MAP (excluding planned Refinancings for TIFIA or Issuer Bonds);
- (b) any amendments of, modifications or supplements to, or novation or replacement of, any to Funding Agreements or Security Documents that does not provide a financial benefit to the Development Entity;
- (c) the exercise by a Lender of rights, waivers, consents and similar actions, in the ordinary course of day-to-day administration and supervision of the Funding Agreements and Security Documents that do not, individually or in the aggregate, result in a Refinancing Gain;
- (d) movement of monies between Project accounts in accordance with the terms of the Funding Agreements or Security Documents;
- (e) any of the following acts by a Lender of senior lien priority Project Debt:
 - (i) the syndication of any of such Lender's rights and interests in the senior Funding Agreements or Security Documents;
 - (ii) the grant or sale by such Lender of any rights of participation, or the assignment, disposition or other transfer by such Lender of any of its rights or interests, with respect to the senior Funding Agreements or Security Documents in favor of any other Lender of senior lien Project Debt or any other investor;
 - (iii) the grant by such Lender of any other form of benefit or interest in either the senior Funding Agreements or Security Documents or the revenues or assets of the

Development Entity, whether by way of security or otherwise, in favor of any other Lender of senior lien Project Debt or any investor; or

- (iv) the exercise by a Lender of rights pursuant to the Funding Agreements or Security Documents or Direct Agreement following a Development Entity Default or an Event of Default (as defined in a Direct Agreement);
- (v) a re-set of an interest rate (excluding margin) pursuant to the express terms of any Funding Agreement or Security Document;
- (f) periodic resetting and remarketing of tax-exempt or taxable bonds that bear interest at a variable or floating rate;
- (g) changes in taxation or Development Entity's accounting treatment or policies;
- (h) amendment, modification or supplements to any Funding Agreements or Security Documents in connection with funding of a Directive Letter; and
- (i) any sale of any equity interest in the Development Entity or HoldCo or securitization of the existing rights and/or interests attaching to any equity interest in the Development Entity or HoldCo.

"Existing Improvements" means the existing Highway, bridge, and related improvements as of the date of the Package Proposal within the required permanent real property rights included in the Package Proposal (and, in any event, not additional real property rights) that, as and when acquired, will comprise part of the Project Limits.

"Existing Right of Way" means any real property (which term is inclusive of all estates and interests in real property), improvements and fixtures described and identified in the "Existing Right of Way Lines" in TP Attachment 23 (Existing Right of Way) in or to which the Department has an interest for the purposes of implementing the Project. The term specifically includes all air space, surface rights and subsurface rights within the limits of the Existing Right of Way.

"Extra Work" means any Work in the nature of additional work, altered work or deleted work which is directly attributable to occurrence of a Compensation Event and absent such Compensation Event would not be required by the Contract Documents.

"Extra Work Costs" has the meaning set forth in Section 1 of PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

"Federal Requirements" means the provisions required to be part of federal-aid construction contracts, including the provisions set forth in PA Exhibit 7 (*Federal Legal Requirements*).

"FHWA Final Voucher Date" means the date on which FHWA issues the "final voucher" with respect to the Project.

"Field Design Change" has the meaning set forth in TP Section 3.5.2.7 (Field Design Change).

"Final Acceptance" means the occurrence of all the events and satisfaction of all the criteria and conditions for completion of the Project as set forth in PA Section 7.7.3 (*Final Acceptance*), as and when confirmed by the Department's issuance of a certificate of Final Acceptance in accordance with the procedures and within the time frame established in PA Section 7.7.3 (*Final Acceptance*).

"Final Acceptance Date" means the effective date of Final Acceptance.

"Final Acceptance Deadline" means the date identified in PA Exhibit 8 (*Milestone Schedule*) as such date may be extended in accordance with the Contract Documents.

"Final Design Documents" means the Design Documents described in TP Section 3.5.2.3 (Final Design Documents).

"Final Determination" has the meaning set forth in PA Section 18.7.2.8c (*Written Protest to Department*).

"Financial Close" means the satisfaction or waiver of all conditions precedent set forth in PA Section 4.7.4 (*Conditions to Financial Close*) to the first utilization under the Initial Funding Agreements relating to the long-term financing of the Initial Project Debt.

"Financial Close Deadline" means the deadline for achieving Financial Close, which shall be either: (a) the date scheduled for Financial Close as set forth in the Notice from the Development Entity to the Department as provided in PA Section 4.7.2 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*), or (b) the date scheduled for Financial Close as set forth in the Notice from the Department to the Development Entity extending the date for Financial Close as provided in PA Section 4.7.2 (*The Development Entity Financial Close Notice; Department Notice Extending Financial Close*), in each case, as may be extended in accordance with the terms of this Project Agreement, and in each case, the Development Entity shall be entitled to extend either such date to a date no later than March 31, 2023.

"Financial Close Security" means one or more letters of credit in the aggregate amount of \$10,000,000 provided by PDA Entity to the Department prior to the Effective Date under the terms set forth in the PDA.

"Financial Escrow" has the meaning set forth in PA Section 21.7 (*Escrow of Financial Model and Financial Modeling Data*).

"Financial Model" means the Base Case Financial Model as updated by the most recent Financial Model Update pursuant to PA Section 23.1 (*Financial Model and Financial Model Updates*).

"Financial Model Formulas" means the mathematical formulas that the Development Entity and the Department have agreed upon as of the Effective Date, as the same may be changed by mutual written agreement of the Parties, for projecting Equity IRR, which mathematical formulas are used as part of the Financial Model and each Financial Model Update, but without the data and information used by or incorporated in the Financial Model or Financial Model Update.

"Financial Model Update" or **"Update"** means any update to the Financial Model prepared pursuant to PA Section 23.1 (*Financial Model and Financial Model Updates*).

"Financial Modeling Data" means all back-up information in any media or format regarding the basis for the Development Entity's assumptions, estimates, projections and calculations in its Package Proposal, in the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update of pricing, costs, expenses, repayment of Project Debt, Distributions and internal rate of return, including:

- (a) any other appendix, exhibit, annex, or attachment to the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update setting forth any such backup information;
- (b) the data book submitted with the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update, fully describing all assumptions underlying the estimates, projections and calculations in the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update, revisions thereto pursuant to PA Section 23.1.2 (*Financial Model and Financial Model Updates*), and updates to such data book related to the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update;
- (c) the step-by-step instructions on the procedure to run and to optimize the Financial Model Formulas, the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update;
- (d) copies of all offers, and all data and information within this definition, received from all Contractors (at all tiers) identified in the Package Proposal and any other potential Contractors that provided data and information used as the basis for the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update;
- (e) copies of all offers, and all data and information within this definition, received from all Contractors (at all tiers) related to any Compensation Event or Relief Event; and
- (f) all other supporting data, technical memoranda, calculations, formulas, unit and materials prices (if applicable) and such other cost, charge, fee, financing, equity return and revenue information used by the Development Entity in the creation and derivation of the Package Proposal or the revisions pursuant to PA Section 23.1.2 (*Financial Model and Financial Model Updates*), or of the Initial Base Case Financial Model, the Base Case Financial Model and in each Financial Model Update or related to any Compensation Event, Relief Event or Change Order.

"Financial Plan" means the Development Entity's plan for financing the Project, which plan is set forth in PA Exhibit 5-2 (*Financial Plan*).

"Financial Setting Date" means October 12, 2022.

"Financing Manager" means the individual person who fills this Key Personnel role, as further described in TP Section 3.3.4.1.6 (Financing Manager).

"Fiscal Year" means the 12 month fiscal year used by the Department for budgeting purposes, which begins July 1 and ends June 30 of the succeeding calendar year.

"Float" means the amount of time that any given activity or logically connected sequence of activities shown on the Baseline Project Schedule, as the case may be, may be delayed before it will affect completion of any Work as required to achieve any Milestone Deadline. "Float" generally means the calculated difference between early completion times and late completion times for activities shown on the Baseline Project Schedule, including any float contained within an activity.

"Flood" means a "flood" (as defined by the Federal Emergency Management Agency) where elevated water is reaches the applicable elevation with respect to a Bridge:

- (i) I-78 Lenhartsville NAVD88 Elevation 369.7ft at the I-78 bridge over Maiden Creek;
- (ii) I-80 Canoe Creek NAVD88 Elevation 1181.7ft at the I-80 bridge over Canoe Creek;
- (iii) I-80 Lehigh NAVD88 Elevation 1086.8ft at the I-80 bridge over Lehigh River;
- (iv) I-80 Nescopeck NAVD88 Elevation 629.0ft at the I-80 bridge over Nescopeck Creek;
- (v) I-80 North Fork NAVD88 Elevation 1219.0ft at the I-80 eastbound bridge over North Fork Rebank Creek; and
- (vi) Susquehanna NAVD88 Elevation 877.0ft at the I-81 bridge over the Susquehanna River.

"Force Majeure Event" means the occurrence of any of the following events, subject to any limitations, claims submissions requirements, and other conditions set forth in the Project Agreement, where, in each case, such events (or the effects of such events) are not caused, and could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by the Development Entity or any Development Entity-Related Entity:

- (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Project, in each case occurring within the Commonwealth;
- (b) any act of terrorism or sabotage that causes direct physical damage to the Project;
- (c) nuclear explosion or contamination that causes direct physical damage to the Project;
- (d) riot and civil commotion on or in the immediate vicinity of the Project that has a direct adverse impact on the Development Entity's ability to perform the Work;
- (e) fire, explosion, Flood, earthquake, hurricane, windstorm, or tornado, in each case that causes direct physical damage to the Project;
- (f) national or statewide (i.e., Commonwealth) or regional strike that has a direct adverse impact on the Development Entity's ability to obtain materials, equipment or labor for the Project and, in each case not specific to any Development Entity-Related Entity or that cannot be resolved by any Development Entity-Related Entity;
- (g) supply chain disruption that has a direct, material, and adverse impact on the Development Entity's ability to obtain materials or equipment for the Project, in each case not specific to any Development Entity-Related Entity or that cannot be resolved by the affected Development Entity-Related Entity;
- (h) reserved;
- (i) a Pandemic Event;
- (j) any blockade or embargo; and
- (k) a confiscation of property by a Governmental Entity; and

- (l) the issuance of a rule, order or directive from U.S. Department of Homeland Security or the Governor of the State regarding specific security threats to the Project or in the immediate vicinity of the Project Limits and has a direct impact on the Project.

"Formal Communication" means any Notice or any other written notice, request, demand, instruction, certificate, consent, explanation, agreement, approval, notification, correspondence, order, work product, or other written or electronic communication or end product given, submitted, or delivered under the Contract Documents by, or on behalf of, a Party to another Party or its Constituent(s), in each case that is not a Submittal. In accordance with PA Section 25.11.1 (*Notices and other Formal Communications*), Formal Communications set via email shall be followed by delivery of a hard copy in a manner specified in PA Section 25.11.1 (*Formal Communications and other Formal Communications*).

"Foundation Design Parameters Assumptions and Model Assumptions Report" means the report described in *Department Pub 293, Geotechnical Engineering Manual*.

"Fracture Critical Member" has the meaning set forth in FHWA Memorandum "Clarification of Requirements for Fracture Critical Members" dated June 20, 2012.

"Fragnet" shall mean the sequence of new activities, which include newly-titled activity revisions, and their logic predecessor and successor relationships that are proposed to be added to the existing Baseline Project Schedule to demonstrate and quantify the impacts to the Critical Path Method calculations.

"Freeboard" means the vertical difference between the minimum upstream low chord elevation of a Bridge and the design water surface elevation at a cross section immediately upstream of the Bridge.

"Full Term" has the meaning set forth in PA Section 3.1 (*Term*).

"Funding Agreement" means:

- (a) any loan agreement, funding agreement, account maintenance or control agreement, insurance or reimbursement agreement, intercreditor agreement, subordination agreement, trust indenture, agreement from any Equity Member in favor of any Lender, hedging agreement, interest rate swap agreement, guaranty, indemnity agreement, agreement between any Contractor and any Lender, or other agreement by, with or in favor of any Lender pertaining to Project Debt (including any Refinancing), other than Security Documents;
- (b) any note, bond or other negotiable or non-negotiable instrument evidencing the indebtedness of the Development Entity for Project Debt (including any Refinancing); and
- (c) any amendment, supplement, variation or waiver of any of the foregoing agreements or instruments.

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced designer, engineer, constructor, or maintenance contractor:

- (a) performing work substantively similar to the Work;
- (b) that seeks in good faith to comply with its contractual obligations (i.e., with respect to the Project, complying with the Contract Documents) and all applicable Laws and Governmental Approvals;

- (c) that:
 - (i) with respect to design or engineering matters, uses the skill, care, diligence, and professional standards ordinarily used by similarly-situated design or engineering professionals;
 - (ii) with respect to construction matters, uses the skill, care, diligence, and professional standards used by similarly-situated professional construction companies, and in either case, seeking to comply with professional standards in their respective disciplines that are accepted as the standards of the industry in the Commonwealth; or
 - (iii) with respect to maintenance matters, uses the skill, care, diligence, and professional standards ordinarily used by similarly-situated maintenance contractors; and
- (d) that seeks to perform such work in a manner commensurate with standards of safety, performance, dependability and efficiency, as would other skilled and experienced designers, engineers, constructors, maintenance contractors, as applicable, engaged in the same type of undertaking:
 - (i) in the United States;
 - (ii) under similar circumstances and conditions (including environmental conditions); and
 - (iii) as are generally considered prudent practices in the exercise of reasonable judgment and in light of facts then-known when a relevant decision was made or action was taken.

Good Industry Practice is not intended to be the optimum practices, methods, solutions, etc., to the exclusion of all others, but rather a spectrum of possible, but reasonable, practices, methods, solutions, etc., having due regard for, among other things, contractual and legal obligations as well as manufacturers' requirements and warranties.

Without limiting the foregoing, neither the existence of a particular design, construction, or maintenance practice, method, or solution on a completed Commonwealth project, prior acceptance or approval by the Department on any such other completed Commonwealth project, nor contemporary acceptance or approval by the Department on any other Commonwealth project not yet completed shall be, nor shall be deemed to be, conclusive as to whether a particular design, construction, or maintenance practice or solution constitutes Good Industry Practice; provided, however, that any such prior acceptance or approval may be asserted as evidence of Good Industry Practice, it being understood and agreed by the Parties that such prior acceptances or approvals may have been given for reasons other than the Department's assessment that such practices, methods, or solutions constituted Good Industry Practice.

"Governmental Approval" means any registration, permit, license, consent, concession, grant, franchise, authorization (statutory or otherwise), waiver, variance, permission or other approval, mitigation agreement, special provision, order (including compliance order), or memoranda of agreement/understanding, and any amendment or modification of any of them provided or issued by Governmental Entities (including the Department, acting in its regulatory capacity and not as a party to this Project Agreement), including Commonwealth, local, or federal regulatory agencies, agents, or employees,

which authorize or pertain to the Project or the Work. Governmental Approvals include all Environmental Approvals.

"Governmental Entity" means any federal, Commonwealth, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Department (in either case, acting in its capacity as contract counterparty or agent, but not in its regulatory capacity), in each case, exercising executive, legislative, judicial, regulatory, administrative, or taxing functions.

"Green Book" means the AASHTO A Policy on Geometric Design of Highways and Streets.

"Handback Period" means the period beginning on the date 60 months before the scheduled end of the Full Term and ending on the Termination Date.

"Handback Requirements" means the terms, conditions, requirements and procedures governing the condition in which the Development Entity is to deliver the Project and the Maintenance Limits to the Department upon the Termination Date, as set forth in TP Section 23 (Handback).

"Handback Requirements Letter of Credit" means a letter of credit delivered to the Department in lieu of the Handback Requirements Reserve Account, in accordance with PA Section 10.13.7 (*Handback Requirements Letters of Credit*) and PA Section 17.2.2 (*Letters of Credit*).

"Handback Requirements Reserve Account" has the meaning set forth in PA Section 10.13.4.1 (*Establishment*).

"Handback Work Costs" means the estimate of the costs to ensure that the condition of the Project and the Maintenance Limits will meet the Handback Requirements on the Termination Date.

"Handback Work Plan" has the meaning set forth in TP Section 23 (Handback).

"Handback Year" means each 12 month anniversary of commencement of the Handback Period until the Termination Date. and is referred to in TP Section 23.5.7 (Annual Updates of the Handback Work Plan).

"Hazardous Materials" means any element, chemical, compound, product, waste, material or substance, whether solid, liquid or gaseous, of any nature whatsoever, which at any time is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or conditions that may create any unsafe or hazardous condition or pose any threat to health (including human health), safety, or the indoor or outdoor Environment. "Hazardous Materials" includes the following:

- (a) hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic (including reproductivity toxic), ignitable, corrosive, reactive, carcinogenic properties, substances or related materials, including properties, substances or materials defined, listed, classified, included in, or otherwise regulated under or pursuant to any Environmental Law as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "radioactive materials", "bio-hazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substance", "toxic waste", "toxic material", or any other term or expression intended to define, list, classify, or include in any concept substances by reason of properties harmful to health, safety or the indoor or

outdoor Environment (including harmful properties of "TCLP toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws);

- (b) any petroleum, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof or other petroleum derived substance; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;
- (c) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;
- (d) any flammable substances or explosives, including unexploded ordnance;
- (e) any radioactive materials;
- (f) any polychlorinated biphenyls (PCBs), asbestos or asbestos-containing materials;
- (g) any other hazardous building materials in structures or other improvements on or in the Site or in subsurface artifacts;
- (h) any lead, cadmium, or lead-based paint, or any other heavy metal-based paint or material;
- (i) any radon or radon gas;
- (j) any methane gas or similar gaseous materials, and any natural gas, synthetic gas, or mixtures thereof;
- (k) any urea formaldehyde foam insulation;
- (l) electrical equipment and components which contains any oil or dielectric fluid containing regulated levels of polychlorinated biphenyls;
- (m) pesticides, herbicides, or fungicides;
- (n) mold (and other mycotoxins, fungi) or fecal material;
- (o) any solvent, solvent waste, including any refined solvent product, and any waste solvent or waste solvent byproduct, including any additive, byproduct, or fraction of any of the foregoing;
- (p) per- and polyfluoroalkyl substances, and per- and poly fluorinated substances or compounds;
- (q) silica;
- (r) acrylonitrile butadiene styrene;
- (s) any metal listed in or regulated by or pursuant to RCRA;
- (t) "Hazardous Waste" as defined in 40 C.F.R. Part 261 (to the extent not already included within this definition of "Hazardous Materials");

- (u) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity;
- (v) soil, or surface water or ground water, contaminated with Hazardous Materials as defined above; and
- (w) any element, chemical, compound, product, waste, material or substance, whether solid, liquid or gaseous, which may give rise to liability under any Environmental Law or common law theory based upon negligence, trespass, intentional tort, nuisance, or strict liability, or under any reported decisions of any Commonwealth or federal court of law (having jurisdiction over the Project).

"Hazardous Materials Management" means procedures, practices and activities, exercised in accordance with Good Industry Practice, to address and comply with Environmental Laws, Environmental Approvals, and the Department-approved Waste Management Plan, with respect to Hazardous Materials encountered, impacted, disturbed, released, caused by or occurring in connection with the Project or the Work, as well as investigation and remediation of such Hazardous Materials. Hazardous Materials Management may include sampling, characterization, handling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, collection, containment, clean-up, remediation, transportation or off-site disposal of Hazardous Materials, whichever approach is most technically appropriate, effective, and cost-efficient and authorized under applicable Law or applicable Governmental Approvals.

"Hazardous Materials Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.8 (Hazardous Materials Manager).

"Hazardous Materials Release" means any spill, leak, emission, release, discharge, injection, escape, leaching, pouring, pumping, emptying, dumping, or disposal of Hazardous Materials into the soil, air, water, surface, groundwater, submerged lands or Environment, including any exacerbation of, or failure to comply with Environmental Laws as relates to or impacts, an existing release or condition of Hazardous Materials contamination.

"Highway" means a travel way for vehicular traffic that is included in the Commonwealth or federal highway system.

"Highway and Bridge Lighting Agreement" means an agreement between the Department and a local municipality whereby such municipality agrees to pay for the energy and maintenance cost of the lighting and pole and is referred to in TP Section 14.10 (Highway and Bridge Lighting).

"Highway Occupancy Applicant" has the meaning set forth in PA Section 6.6.1 (*Highway Occupancy Permits*).

"Highway Occupancy Permit" means any Highway occupancy permit of the type provided for under 67 Pa. Code Ch. 441 and 67 Pa. Code Ch. 459 that is issued by the Department with respect to any area within the Site.

"Highway Occupancy Permit Holders" means any Person holding a Highway Occupancy Permit from time to time.

"Highway Service Systems" means the Department's or a Governmental Entity's lighting and electrical systems, traffic control systems (including streetlights and other lighting systems (including for the Project), traffic signals, ramp metering systems, flashing beacon systems), communications systems

and irrigation systems serving street or Highway purposes (including ITS and intelligent vehicle highway system facilities).

"HoldCo" means any entity owned, in whole or in part, by an Equity Member which owns 100% of such Equity Member's equity interests in the Development Entity and is subject to the control and management of such Equity Member.

"Hold Point" means a Development Entity-identified mandatory verification point for Department review and inspection activities for the identified Work as described in TP Section 3.3.9.2.1 (Development Entity Hold Points and Department Concurrence Points).

"Hour" means a period of 60 minutes in a day, the first such period (calculated with reference to a 24 hour clock) commencing at 00:00 hours on that day, and each further period commencing on the hour.

"Hydrology and Hydraulic Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.15 (Hydrology and Hydraulic Manager).

"Identified Utility Adjustments" means the Utility Adjustment Work identified in the Package Proposal to be performed with respect to the Project (for avoidance of doubt, "Identified Utility Adjustments" shall include only the initial Utility Adjustment Work as contemplated under the initial agreement with the applicable Utility Owner, and shall not include any secondary Utility Adjustment Work with respect to such Utilities).

"Incident" means any (a) during the Construction Period, any unplanned event during the course of construction; or (b) during the Maintenance Period, any localized disruption to the free flow of traffic or safety of Users on the Project.

"Increased Oversight" has the meaning set forth in PA [Section 18.3.8.1](#) (*Increased Oversight, Testing, and Inspection*).

"Indemnified Parties" means the Department, the Commonwealth, and their respective employees, commissioners, and officeholders. "Indemnified Party" shall mean any of the aforementioned.

"Independent Quality Assurance" means the independent Quality Assurance to be performed by one or more Independent Quality Firms in accordance with PA [Section 9.2](#) (*Independent Quality Assurance and Acceptance*) and TP Section 2.11 (Independent Quality Firm).

"Independent Quality Firm" means an entity that is (a) retained by the Development Entity but independent of the Development Entity's design, engineering, or construction organization, (b) not an Affiliate of the Development Entity, any joint venture or consortium member of the Development Entity, or of any other entity within the Development Entity's organization, and otherwise unbiased and independent of Development Entity, and (c) is engaged to perform Independent Quality Assurance in accordance with PA [Section 9.2](#) (*Independent Quality Assurance and Acceptance*), TP Section 2.10 (Quality of the Work), TP Section 2.11 (Independent Quality Firm), TP Section 3.3.4.1.4 (Quality Assurance Manager), and TP Section 3.3.4.1.5 (Maintenance Quality Assurance Manager).

"Initial Base Case Equity IRR" means the Equity IRR as produced by the Initial Base Case Financial Model.

"Initial Base Case Financial Model" means the financial model submitted as part of the Package Proposal.

"Initial Decision" has the meaning set forth in PA Section 18.7.2.3 (*Written Protest to Department*).

"Initial Funding Agreements" means the Funding Agreements establishing the rights and obligations pertaining to the Initial Project Debt, as specifically identified in PA Exhibit 17 (*List of Initial Funding Agreements and Security Documents*).

"Initial Insurance Cost Review Period" has the meaning set forth in PA Section 17.1.8.1b (*Insurance Premium Benchmarking, Generally*). Note that if corporate policies/programs are utilized, any change to stand-alone, project-specific policies will require that there be a new Initial Insurance Cost Review Period encompassing the first three years of utilization of the stand-alone, project-specific policies.

"Initial Insurance Cost Review Report" has the meaning set forth in PA Section 17.1.8.2 (*Insurance Premium Benchmarking*).

"Initial Project Debt" means the Project Debt to originally finance the Project and Work, in the total face amount at each lien priority, and with the particular Lenders, set forth in PA Exhibit 17 (*List of Initial Funding Agreements and Security Documents*), which Project Debt is evidenced by the Initial Funding Agreements and secured by the Initial Security Documents.

"Initial Security Documents" means the Security Documents securing the Initial Project Debt, as specifically identified in PA Exhibit 17 (*List of Initial Funding Agreements and Security Documents*).

"Institutional Lender" means:

- (a) the United States of America, any state or commonwealth thereof, or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects;
- (b) any (i) bank, trust company (whether acting individually or in a fiduciary capacity), savings and loan organization or insurance company organized and existing under the laws of the United States of America or any state or commonwealth thereof, (ii) foreign insurance company or bank qualified to do business as such, as applicable under the laws of the United States of America or any state or commonwealth thereof, or (iii) pension fund, foundation or university or college endowment fund (provided that an entity described in this clause (b) only qualifies as an Institutional Lender if it is subject to the jurisdiction of state/commonwealth and federal courts in the Commonwealth in any actions);
- (c) any "qualified institutional buyer" under Rule 144(a) under the U.S. Securities Act of 1933 or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms; or
- (d) any other financial institution or entity designated by the Development Entity and approved in writing by the Department (provided that such institution or entity, in its activity under the Project Agreement, is acceptable under then current guidelines and practices of the Department),

provided, however, that each such entity (other than entities described in clause (c) and clause (d) of this definition), or combination of such entities if the Institutional Lender is a combination of such entities, shall have individual or combined assets, as the case may be, of not less than \$1 billion. The foregoing dollar minimums shall automatically increase at the beginning of each calendar year by the percentage increase,

if any, in the CPI during the immediately preceding calendar year, determined by comparing the CPI most recently published for the immediately preceding year with the CPI most recently published for the second preceding year.

"Insurance Cost Review Period" is the three-year period commencing upon the date that is the one year anniversary of the Substantial Completion Date. Should the final Insurance Cost Review Period for the Term be less than three years, all calculations provided herein shall be adjusted accordingly to reflect such shortened period.

"Insurance Cost Review Report" has the meaning set forth in PA Section 17.1.8.3 (*Determining Exceptional Costs or Exceptional Savings/Subsequent Insurance Cost Review Reports*).

"Insurance Policies" means any or all of the insurance policies the Development Entity is required to carry pursuant to PA Section 17.1 (*Insurance*) and PA Exhibit 14 (*Insurance Coverage Requirements*), as may be applicable.

"Insurance Proceeds" means the proceeds from Insurance Policies payable to the Development Entity (or that should have been payable to the Development Entity but for the Development Entity's breach of any obligations under this Project Agreement to take out or maintain such Insurance Policies).

"Insurance Unavailability" means either:

- (a) any Insurance Policy coverage required under PA Section 17.1 (*Insurance*) and PA Exhibit 14 (*Insurance Coverage Requirements*) is completely unavailable from insurers meeting the financial requirements set forth in PA Section 17.1.2.1 (*Qualified Insurers*); or
- (b) Provision of all such Insurance Policy coverages has become unavailable at Commercially Reasonable Insurance Rates from insurers meeting the financial requirements set forth in PA Section 17.1.2.1 (*Qualified Insurers*).

"Intellectual Property" means all current and future legal or equitable rights and interests in know-how (including trade secrets and confidential business information that have been recorded in or on any media), patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade names, trade dress, trade secrets, trade secret rights, designs (registered and unregistered), other design rights, logos, utility models, circuit layouts, plant varieties, database rights, business and domain names (including fictitious business names), inventions (patentable or not), solutions embodied in technology, other intellectual activity, other proprietary information, all analogous rights in other jurisdictions and applications (drafted or pending) of or for any of the foregoing, subsisting in or relating to the Work, the Project, Project design data or other Project data (including testing data, traffic data and Project Data). Intellectual Property includes software used in connection with the Project (including software used for management of traffic on the Project), and Source Code and Source Code Documentation, as well as other proprietary pricing information. Intellectual Property is distinguished from Submittals and Formal Communications and the physical construction and equipment itself and from data, sketches, charts, calculations, drawings, layouts, plans, depictions, specifications, manuals, electronic files, artwork, records, reports, analyses, studies, correspondence, and other documents and materials created or collected under the terms of, or otherwise under the Contract Documents, and other work product and other related materials that disclose Intellectual Property.

"Intelligent Transportation System(s)" means the intelligent transportation system(s) for the Project meeting the requirements, and as further defined in, TP Section 19 (Intelligent Transportation System).

"Interest Rate Protection Period" means the period beginning on the Financial Setting Date and ending on the earliest of:

- (a) 10:00 a.m. ET on the date of Financial Close;
- (b) 10:00 a.m. ET on the Financial Close Deadline;
- (c) the date of execution of any interest rate hedging instrument by the Development Entity; or
- (d) the date of the execution of a bond or note purchase agreement relating to the purchase and sale of PABs or taxable bonds at which point such interest rates are fixed.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended and the U.S. Treasury regulations promulgated thereunder.

"Investigation Work Plan" means the Plan to be prepared in preparation for hazardous materials investigations as described in in TP Section 5.8 (Comprehensive Environmental Protection Plan).

"IQF Contract" has the meaning set forth in PA Section 9.2.2 (*Independent Quality Assurance*).

"Issuer Bonds" has the meaning set forth in PA Section 4.2.1 (*No Department Liability*).

"Key Contract" means:

- (a) all prime construction Contracts, including the Design-Build Contract;
- (b) all project or program management services, architectural design, or engineering Contracts (including the Contract with the Lead Engineering Firm);
- (c) all Maintenance Contracts, including the contract with the Lead Maintenance Contractor;
- (d) all other Contracts with a single Contractor or Subcontractor which individually or in the aggregate total in excess of 10% of the D&C Amount; and the term "Key Contracts" shall mean all such Contracts in the aggregate or more than one of such Contracts; provided, however, that no IQF Contract shall be a Key Contract.

"Key Contractor" means any Contractor or Subcontractor, as the case may be, under any Key Contract.

"Key Personnel" means those individuals appointed by the Development Entity and approved by the Department from time to time to fill the "Key Personnel" positions listed in TP Section 3.3.4.1 (Key Personnel). The specific individuals appointed by the Development Entity and approved by the Department to initially fill certain of the Key Personnel positions are identified in PA Exhibit 2 (*Key Personnel Commitments*). "Key Personnel" include those persons who replace such initial individuals in accordance with PA Section 11.4.1 (*Key Personnel*).

"Landscaping Work" means planting and establishing vegetative ground cover and all other landscaping work in accordance with the requirements of the Technical Provisions.

"Lane Closure" means that for any duration of time all or part of any traffic lanes, ramps, direct connectors or cross roads or shoulders – including those approaching or on Bridges – are closed or blocked, or that the use thereof is otherwise restricted, unless the reason therefore is otherwise permitted by the

Project Agreement. Lane shifting activities that do not decrease the number of lanes available are not "Lane Closures."

"Lane Closure Rental Fee" means the deduction from amounts payable by the Department to the Development Entity for each Lane Closure (or fraction thereof) that is not a Permitted Closure, by reference to TP Section 20.8.8.2 (Lane Closure Rental Fees), as set forth in PA Exhibit 6 (*Payment Mechanism*).

"Law" or **"Laws"** means (a) any constitution, statute, law, code, regulation, ordinance, rule or common law, (b) any binding judgment (other than regarding any Dispute), (c) any binding judicial or administrative order or decree (other than regarding any Dispute), or (d) any written directive or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by the Department within the scope of its administration of the Contract Documents or in the normal course of its adoption of new or revised technical standards pursuant to PA Section 7.2.6 (*Department-Driven Project Standards Changes*)), in each case which is applicable to the Project or the Work or any party to this Project Agreement or affiliated Person, whether taking effect before or after the Effective Date, including Environmental Laws. "Law" includes any federal or Commonwealth emergency declaration, travel restriction, or other order, decree, directive, or requirement, in each case, having the force of law regarding public conduct in response to COVID-19 or any other epidemic or pandemic. "Laws", however, excludes Governmental Approvals.

"Lead Construction Contractor" means Bridging Pennsylvania Constructors, an unincorporated joint venture consisting of Shikun & Binui – America Inc., a corporation duly constituted and existing under the laws of Delaware and FCC Construcción, S.A., a Spanish joint stock company, which Lead Construction Contractor is the Development Entity's counterparty to the Design-Build Contract. The "Lead Construction Contractor" is also any Contractor with which the Development Entity enters into a new Design-Build Contract in accordance with the terms of this Project Agreement.

"Lead Design Manager" means the individual person who fills this Key Personnel role, as further described in TP Section 3.3.4.1.8 (Lead Design Manager).

"Lead Engineering Firm" means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for preparation of the detailed plans and specifications for construction of the Project.

"Lead Maintenance Contractor" means the entity that will perform (directly or through subcontracting) the Maintenance Work for the Development Entity during the Maintenance Period.

"Lender" means each of the holders and beneficiaries of Security Documents and their respective successors, assigns, participating parties, trustees and agents, including the Collateral Agent.

"Lien" means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement under the Uniform Commercial Code of any jurisdiction).

"Liquidated Damages" means such liquidated damages as may accrue and be due and payable by the Development Entity to the Department as set forth under PA Section 18.4 (*Liquidated Damages; Monthly Noncompliance Adjustments; Lane Closure Rental Fees*) and PA Exhibit 15 (*Measures of Liquidated Damages*).

"Load and Resistance Factor Design" means the governing structural design code for bridges and other Highway structures in the United States as set forth in the AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and AASHTO LRFD Bridge Design Specifications.

"Long Stop Date" means the date identified in PA Exhibit 8 (*Milestone Schedule*).

"Loss" or "Losses" means, whether asserted or alleged, suffered, or incurred, any loss, damage, injury, liability, obligation, cost, response cost, expense (including attorneys', accountants' and expert witnesses' fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision)), fee, charge, judgment, penalty or fine. Losses include injury to or death of persons, damage or loss of property, loss of or damage to valuable papers and records, and harm or damage to natural resources.

"Maintenance Contract" means any Contract between the Development Entity or an Affiliate, and a third party (i.e., a Person other than the Department) for management, direction, supervision or performance of the Maintenance Work or any portion thereof. There may be more than one Maintenance Contract concurrently in effect.

"Maintenance Contractor" means the Contractor under any Maintenance Contract. There may be more than one Maintenance Contractor concurrently performing Maintenance Work.

"Maintenance Deviation" means any proposed or actual change, deviation, modification, alteration, or exception from the Technical Provisions, which impacts the Maintenance Work.

"Maintenance During Construction" means all work and activities (including associated Administrative Work) related to the management, administration, maintenance, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement of the Project during the Construction Period (or commencing at such earlier date as may be agreed by the Parties or directed by the Department), all as more fully set forth in TP Section 22.6.2 (Maintenance During Construction).

"Maintenance Limits" means the portion of the Project Limits within which the Development Entity is obligated to perform Maintenance During Construction during the D&C Period and Maintenance Work during the Maintenance Period, to be determined for each Bridge as set forth in TP Section 22.6.1 (Maintenance Limits).

"Maintenance Management Information System" or "MMIS" means the Development Entity-maintained information system defined under TP Section 22.8.1 (Maintenance Management Information System).

"Maintenance Management Plan" means the Development Entity's plan for managing maintenance during the Maintenance Period, as more particularly described in TP Section 22.8 (Maintenance Management Plan).

"Maintenance Manager" means the individual person who fills this Key Personnel role, as further described in TP Section 3.3.4.1.7 (Maintenance Manager).

"Maintenance Performance Requirements" means those Maintenance Work performance requirements identified in subsection (b) of the definition of Performance Requirements.

"Maintenance Period" means for the period starting on the earlier of (a) Bridge Completion (as to the Bridge and associated Work, as determined by the Department and expressly stated in the certificate of

Bridge Completion), and (b) Substantial Completion Date (as to the balance of the Project) and ending at the end of the Term.

"Maintenance Period Property Insurance" has the meaning set forth in PA Section 17.1.8.5 (*Excluded Premium Costs*).

"Maintenance Quality Assurance Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.1.5 (Maintenance Quality Assurance Manager).

"Maintenance Quality Management Plan" means the maintenance quality management plan provided by the Development Entity in accordance with TP Section 3.3.9.3 (Maintenance Quality Management Plan).

"Maintenance Quality Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.5 (Maintenance Quality Manager).

"Maintenance Records" means all data in connection with the Maintenance Work, including (a) all inspection and inventory records, whether generated by the Development Entity or a third party, (b) any communication to or from the Department or a third party, and (c) any information system (as may be introduced or amended by the Department from time to time) in connection with the Maintenance Work that the Department requires the Development Entity to use, implement or operate.

"Maintenance Rectification Costs" means, in respect of any termination of this PA that occurs after Substantial Completion, all liability that the Department determines, in its good faith discretion, that the Department has or may incur as a result of the termination of this PA, including:

- (a) those costs (internal and external) of carrying out any process to request tenders from any parties interested in entering into a contract with the Department to carry out Maintenance Work in respect of the Project (on similar terms contemplated herein), including all costs related to the preparation of tender documentation, evaluation of tenders and negotiation and execution of relevant contracts;
- (b) those costs to be incurred by the Department in relation to:
 - (i) remediation or, if remediation is not possible or would cost more than renewal or replacement, renewal or replacement of any Defect;
 - (ii) rectification or cure of any breach of the Contract Documents by any Development Entity-Related Entity, or any other condition that, with the giving of Notice or the passage of time, would be a breach of this PA; and
- (c) those costs to be incurred for the remainder of the Term (if this PA had not been terminated) in order to ensure that the Project complies with the requirements of this PA, but only to the extent such projected costs exceed the costs assumed in the Financial Model,

including, for the avoidance of doubt, any amount which, but for the termination of this PA, either should have been deposited with or paid to the Department in accordance with the terms of this PA.

"Maintenance Work" means any and all maintenance, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement, including Planned Maintenance, Rehabilitation Work and Handback Requirements Work, during the Maintenance Period.

"Major Bridge Repair" means repairs required to correct the following major deficiencies or defects (or to perform the following) to protect the integrity and performance of the Bridge structure:

- (a) Critical damage to main structural members;
- (b) Repair of structural members whose structural capacity is reduced;
- (c) Cracks in Fracture Critical Members;
- (d) Major or extensive concrete repair/rehabilitation;
- (e) Major or extensive repairs of delaminated, spalled, or cracked concrete to prevent additional deterioration;
- (f) Vertical or horizontal displacement of the structure that may endanger structural stability;
- (g) Expansion joint replacement;
- (h) Crutch bent or beam saddle installations;
- (i) Serious damage to handrail, guardrail, attenuators, or parapets;
- (j) Leveling of approach slabs;
- (k) Bank and slope protection repair needed to correct severe scour damage;
- (l) Spot painting steel members;
- (m) Resealing expansion joints;
- (n) Replacing wearing surfaces;
- (o) Extending or enlarging deck drains; and
- (p) Special or emergency maintenance or repair necessitated by crashes or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure, or facility.

"Major Contractor" means the entities and individuals named as part of the PDA Entity's Package Proposal, which includes but is not limited to all Key Personnel under this Project Agreement.

"Management Plans" means all of the management plans identified in TP Section 3.3 (Project Management Plan).

"Mandatory Configuration Elements" means (a) the Bridge-Specific Requirements; and (b) each instance in the Technical Provisions where a particular technical solution is required (as opposed to a performance requirement, such distinction being more particularly set forth in TP Section 2.3 (Bridge-Specific Requirements)).

"Maximum Availability Payment" or **"MAP"** means the maximum Availability Payment that the Development Entity will be paid in a given Fiscal Year from and after the Substantial Completion Date, as

calculated in accordance with PA Exhibit 6 (*Payment Mechanism*), and as may be further adjusted in accordance with the Contract Documents.

"**Milestone**" means each of the critical milestones for commencement or completion of the Work set forth in the Milestone Schedule.

"**Milestone Deadline**" means the deadline for completion or commencement, as applicable, of each respective Milestone, as set forth in PA Exhibit 8 (*Milestone Schedule*), as further adjusted pursuant to any Change Order.

"**Milestone Payment**" has the meaning given in PA Section 5.1.1.3 (*Timing and Basis for Availability Payments and Milestone Payment*).

"**Milestone Schedule**" means the schedule of deadlines set forth in PA Exhibit 8 (*Milestone Schedule*), as may be adjusted upon approval of the Baseline Project Schedule as set forth in PA Section 3.3 (*Contract Time, Date of Commencement, and Notice to Proceed*) and as may be further adjusted pursuant to any Change Order, including on account of any Relief Events.

"**Minimum Qualifications (Key Personnel)**" means for each Key Personnel, the "minimum qualifications" set forth for that Key Personnel in TP Section 3.3.4.1 (Key Personnel).

"**Minimum Qualifications (Required Personnel)**" means for each Required Personnel, the "minimum qualifications" set forth for that Required Personnel in TP Section 3.3.4.2 (Required Personnel).

"**Minor Work Change**" means design changes that do not require specialized expertise, are not in nonconformance with the Contract Documents, and do not materially affect the design intent as determined by the Engineer of Record.

"**Month**" means a calendar month.

"**Monthly Feedback Report**" means the form set forth in Appendix A to PA Exhibit 11 (*DBE Requirements*).

"**Monthly Noncompliance Adjustment**" means (a) commencing at issuance of NTP1 through Bridge Completion with respect to each Bridge, an amount equal to the sum of the Noncompliance Event Points assessed in accordance with TP Table A32-1 (D&C Period Noncompliance Events) and TP Table A32-2 (Maintenance Performance Requirements During the Construction Period) during a given Month and calculated as provided in Section 2 of PA Exhibit 6 (*Payment Mechanism*); and (b) during the Maintenance Period for each Bridge that has achieved Bridge Completion, an amount equal to the sum of the Noncompliance Event Points assessed in accordance with TP Table A32-3 (Maintenance Period Noncompliance Events) and TP Table A32-4 (Maintenance Performance Requirements During the Maintenance Period) during a given Month and calculated as provided in Section 3 of PA Exhibit 6 (*Payment Mechanism*).

"**Monthly Payment**" means the amount of the portion of Availability Payment payable by the Department to the Development Entity for a given Month, calculated as provided in PA Exhibit 6 (*Payment Mechanism*).

"**Monthly Payment Adjustment**" means the total adjustment, positive or negative, made under PA Exhibit 6 (*Payment Mechanism*) to derive the amount of the Monthly Payment.

"Monthly Progress Report" means the report prepared by the Development Entity in accordance with TP Section 3.3.4.4.1 (Monthly Progress Report).

"Multi-Modal Project Management System" means the Department-owned system that contains an inventory of Highway and Bridge, Mass Transit, Aviation, Rail Freight and Ports and Waterways projects, which is used to create official reports that are submitted to the Federal Highway Administration, Federal Transit Administration and the Pennsylvania State Transportation Commission as well as tracking project delivery.

"National Contingency Plan" means the "National Oil and Hazardous Substances Pollution Contingency Plan" described in 40 C.F.R. Part 300, as amended from time to time.

"Natural Resource Biologist" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.9 (Natural Resource Biologist).

"NCE Cure" with respect to a Noncompliance Event means that either (a) the Development Entity has taken action to fix, correct, rectify, eliminate or otherwise bring the occurrence of noncompliance into compliance with the requirements of the Contract Documents; or (b) the Department has accepted the Development Entity's proposed plan and schedule to fix, correct, rectify, eliminate or otherwise bring the occurrence of noncompliance into compliance with the requirements of the Contract Documents.

"NCE Cure Period" means, for each Noncompliance Event, the period of days specified as the "Cure Period" for that item, (a) commencing at issuance of NTP1 through Bridge Completion with respect to each Bridge, in TP Table A32-1 (D&C Period Noncompliance Events) and TP Table A32-2 (Maintenance Performance Requirements During the Construction Period), and (b) during the Maintenance Period for each Bridge that has achieved Bridge Completion, in TP Table A32-3 (Maintenance Noncompliance Events) and TP Table A32-4 (Maintenance Performance Requirements During the Maintenance Period), such period to run from 11:59 pm on the Noncompliance Start Date.

"NCE Notice" has the meaning set forth in TP Section 2.12.1 (Noncompliance Event Notice).

"NCE Tables" means those tables set forth in TP Attachment 32 (Noncompliance Events and Performance Requirements).

"Necessary Basic Configuration Change" means a change in the NEPA Basic Configuration where (a) such change is necessary to meet the requirements of the NEPA Approval(s), when received, or (b)(i) such change is necessary to meet the requirements of the Contract Documents, (ii) such change is necessitated by an Error in the NEPA Basic Configuration or the Mandatory Configuration Elements, and (iii) such change necessitates a re-evaluation, amendment, or supplement of a Provided Environmental Approval. For purposes of this definition, a change is "necessary" only if the Error renders the Development Entity unable to meet the requirements of the Contract Documents without a material change to either or both the NEPA Basic Configuration or such "Mandatory Configuration Elements".

"NEPA Approval" means the evidence of categorical exclusion under NEPA, as may be modified by any supplements and re-evaluations pertaining to the Project.

"NEPA Basic Configuration" means the schematic design, established disturbance limits to support assumed construction means and methods and other studies, schematics or information on which the NEPA Approval was based, as included in the Package Proposal.

"New Agreement" has the meaning set forth in Section 13.2 of PA Exhibit 5-1 (Form of Direct Agreement).

"Noise Study Work Plan" means the plan described in TP Section 6.6.1 (Noise Study Work Plan).

"Noncompliance Default Trigger" means an accumulation of un-Disputed Noncompliance Points, where:

- (a) the cumulative number of Noncompliance Points assessed in connection with the performance of the Maintenance Work during any rolling 12 month period equals or exceeds 900; and
- (b) the cumulative number of Noncompliance Points assessed in connection with the performance of the Maintenance Work during any rolling 24 month period equals or exceeds 1,500.

"Noncompliance Event" means each event identified as a "Noncompliance Event" in TP Attachment 32 (Noncompliance Events and Performance Requirements).

"Noncompliance Points" means the points that may be assessed for certain Noncompliance Events via Independent Quality Firm(s) or by the Department against the Development Entity as set forth in TP Attachment 32 (Noncompliance Events and Performance Requirements).

"Noncompliance Rectification Date" means, with respect to any Noncompliance Event with a Cure Period, the date that the Noncompliance Event has been cured and reasonable measures have been taken by the Development Entity to prevent the reoccurrence of that Noncompliance Event.

"Noncompliance Start Date" means the earlier of the date that the Development Entity first obtains knowledge of the Noncompliance Event and the date the Development Entity should reasonably have become aware of the Noncompliance Event through performance of the Development Entity-performed inspections required by the Contract Documents.

"Nonconforming Work" means any D&C Work or Maintenance Work that:

- (a) does not conform to the requirements of the Contract Documents;
- (b) is not constructed in accordance with the Released for Construction Design Documents or the Construction Documents;
- (c) is not conducted in accordance with the Project Management Plan;
- (d) does not conform the requirements of Governmental Approvals or applicable Laws; or
- (e) is otherwise Defective.

"Nonconforming Work Remedy" means action taken by the Development Entity to bring, rebuild, rework, upgrade, enhance, repair, rectify or otherwise improve Nonconforming Work such that it would then meet the requirements of this Project Agreement.

"Non-Discriminatory Maintenance Change" means any alteration or change (including addition) to provisions in the Technical Provisions and Safety Standards relating to the Maintenance Work of general application to the Department transportation facilities, including revision to manuals, publications and guidelines, adoption of new manuals, publications and guidelines, changed, added or replacement standards, criteria, requirements, conditions, procedures and specifications, including Safety Standards, relating to Maintenance Work of general application to the Department transportation facilities.

"Non-Encroachment Area" means those "non-encroachment areas" delineated on the Commonwealth's "Digital Flood Insurance Rate Maps" (<https://dced.pa.gov/local-government/pennsylvania-flood-maps/>), as may from time to time be amended.

"Notice" means all Formal Communications (a) titled "Notice" or "Notice of ..." as prescribed under the Contract Documents, (b) required to be communicated as a "Notice" or "notice" under the Contract Documents, or (c) given or received in connection with any Dispute Resolution Procedure or other legal or quasi-legal proceeding with respect to the Project.

"Notice of Appeal" has the meaning set forth in PA Section 18.7.2.5 (*Written Protest to Department*).

"Notice of Objection" has the meaning set forth in PA Section 14.2.3 (*Relief Event and Compensation Event Determinations*).

"Notice of Termination" means Notice issued by one Party to the other Party terminating the Project Agreement.

"Notice of Violation" means a notice of any violation(s) of the conditions or special conditions of the Provided Environmental Approvals and Development Entity-Led Environmental Approvals.

"Notice to Proceed" means a Notice issued by the Department to the Development Entity authorizing the Development Entity to proceed with the portion of the Work as being designated as subject to such notice to proceed in then-applicable Baseline Project Schedule, including NTP1, NTP2, and NTP3.

"NTP1" means a Notice issued by the Department to the Development Entity authorizing the Development Entity to proceed with the portion of the Work described in PA Section 3.3.2 (*Notice to Proceed 1*).

"NTP1 Baseline Project Schedule" means the Baseline Project Schedule provided by the Development Entity scheduling the first 60 Days after the effective date of NTP1, prepared in accordance with TP Section 3.4.3 (Baseline Project Schedule), which schedule is consistent with the Package Proposal Schedule and the Milestone Schedule.

"NTP1 Baseline Schedule of Values" means the schedule of values provided by the Development Entity to the Department in accordance with TP Section 3.4.4 (Baseline Schedule of Values).

"NTP2" means a Notice issued by the Department to the Development Entity authorizing the Development Entity to proceed with the portion of the Work described in PA Section 3.3.3 (*Notice to Proceed 2*).

"NTP2 Baseline Project Schedule" means the Baseline Project Schedule provided by the Development Entity and accepted by the Department as condition precedent to issuance of NTP2, prepared in accordance with TP Section 3.4.3 (Baseline Project Schedule), which schedule is consistent with the Package Proposal Schedule and the Milestone Schedule.

"NTP2 Baseline Schedule of Values" means the schedule of values provided by the Development Entity to the Department in accordance with TP Section 3.4.4 (Baseline Schedule of Values).

"NTP2 Conditions Deadline" means the date identified in PA Exhibit 8 (*Milestone Schedule*).

"**NTP3**" means a Notice issued by the Department to the Development Entity pursuant to PA Section 3.3.4 (*Notice to Proceed 3*) authorizing the Development Entity to proceed with the remaining Work and other activities pertaining to the Project.

"**NTP3 Conditions Deadline**" means the date identified in PA Exhibit 8 (*Milestone Schedule*).

"**Office of Attorney General**" shall mean the Pennsylvania Office of Attorney General.

"**Office of Open Records**" means the Office of Open Records of the Commonwealth.

"**OJT Goal**" has the meaning set forth in Section 2.1 of Exhibit 12 (*OJT Requirements*).

"**OJT Monthly Progress Report**" has the meaning set forth in Section 4(d) of (*Documentation of Efforts and Reporting*) of the OJT Requirements.

"**OJT Requirements**" means PA Exhibit 12 (*OJT Requirements*).

"**OJT Submittal Forms**" means Department Form EO-363 (Contractor's On-The-Job Training Program Classifications For PennDOT Approval), Department Form EO-364 (PennDOT OJT Program Enrollment Form), and Department Form EO-365 (OJT Monthly Training Report).

"**On-the-Job Training Plan**" means the plan described in TP Section 3.3.6.2 (On-the-Job Training Plan).

"**Open Book Basis**" means allowing the Department to review all underlying assumptions, information, documents and data associated with the issue in question, including assumptions as to costs of the Work, Extra Work Costs, Delay Costs, Change in Cost schedule, composition of equipment spreads, equipment rates (including rental rates), labor rates and benefits, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, gross commercial revenues, insurance rates, Insurance Proceeds, credits and refunds, letter of credit fees, overhead, profit, and other items reasonably required by the Department to satisfy itself as to the reasonableness and accuracy of any amount.

"**Original Substantial Completion Date**" means the initial deadline for achievement of Substantial Completion identified as such in the Package Proposal (unmodified under this Project Agreement).

"**Owner Intellectual Property**" has the meaning set forth in PA Section 21.5.1 (*Intellectual Property*).

"**P3 Law**" has the meaning set forth in Recital A to this Project Agreement.

"**PABs**" means bonds, notes or other evidence of indebtedness issued by the Conduit Issuer pursuant to the provisions of Internal Revenue Code Sections 142(a)(15) and (m) (which acronym stands for "private activity bonds").

"**Package Proposal**" means the Package Proposal (as defined in the PDA) for the Package that constitutes the Project under this Project Agreement.

"**Package Proposal Schedule**" means the high level, logic based, critical path schedule representing the Development Entity's plan to complete the Work from the date of issuance of NTP1 through Final Acceptance, submitted with the Package Proposal, and consistent in all respects with the

Milestone Schedule, as the "Proposal Schedule", attached hereto as PA Exhibit 9 (*Package Proposal Schedule; Package Proposal SOV*).

"Package Proposal SOV" means the Baseline Schedule of Values submitted with the Package Proposal, as the "Proposal SOV" is set forth on PA Exhibit 9 (*Package Proposal Schedule; Package Proposal SOV*).

"Pandemic Event" means the occurrence of an epidemic or pandemic in the Commonwealth or directly affecting the Commonwealth (including the continuation of the COVID-19 pandemic after Technical Setting Date), where:

- (a) such occurrence is the subject of any federal or Commonwealth emergency declaration, travel restriction, or other order, decree, directive, or requirement regarding public conduct in response to such epidemic or pandemic; and
- (b) such declaration, restriction, order, decree, directive, or requirement prohibits the performance of a substantial part of the on the Project Limits or travel to or from the Project Limits with respect to those Development Entity-Related Entity personnel necessary to advance the Construction Work or Maintenance Work, as applicable.

"Party" or **"party"** means the Development Entity or the Department, as the context may require, and **"Parties"** or **"parties"** means the Development Entity and the Department, collectively. "Parties" or "parties" exclude third parties or references based upon context to third parties.

"Pavement Design Submittal" shall mean the submittal described in Section 6.1 of Department Pub 242, Pavement Policy Manual.

"PCSM Critical Stage" means any stage of construction that cannot be visually observed from the surface without the need for further earth disturbance.

"PDA Entity" has the meaning set forth in the Pre-Development Agreement. The PDA Entity is an Affiliate of the Development Entity.

"PDA Work" has the meaning set forth in Recital I to this Project Agreement.

"Performance Requirements" means for each Element of the Project, the requirements set forth in the column headed "Minimum Performance Requirements" in:

- (a) commencing upon NTP3 through Bridge Completion with respect to each Bridge, the NCE Table for Maintenance During Construction set forth in TP Table A32-2 (Maintenance Performance Requirements During the Design and Construction Period); and
- (b) after Bridge Completion with respect to each Bridge, the NCE Table set forth in TP Table A32-4 (Maintenance Performance Requirements During the Maintenance Period).

"Permanent Works" means all the permanent, furnished, and installed Construction Work and all parts and materials thereof, as context may require.

"Permitted Closure" means:

- (a) Lane Closures for performance of properly scheduled and executed Construction Work in accordance with the Traffic Control Plan and the Department-accepted schedule of Construction Work prepared pursuant to TP Section 20.8.8 (Lane Closures);

- (b) Lane Closures for performance of properly scheduled and executed Planned Maintenance in accordance with the Traffic Control Plan and the Department-accepted schedule of Planned Maintenance prepared pursuant to TP Section 22.6 (Specific Maintenance Requirements);
- (c) a Lane Closure due to an Emergency or Relief Event that is not the result of the negligence, willful misconduct, or breach of applicable Law or contract by the Development Entity or any Development Entity-Related Entity nor considered a Compensation Event or a Relief Event, provided that the Development Entity is using commercially reasonable efforts to:
 - (i) respond to the Emergency in accordance with the requirements of the Contract Documents;
 - (ii) mitigate the impact of the Emergency;
 - (iii) reopen the affected traffic lane(s) and ramps as quickly as possible to traffic; and
 - (iv) minimize the impact of the Development Entity's activities to traffic flow.
- (d) a Lane Closure specified, caused or ordered by, and continuing only for so long as required by, the Department or any Governmental Entity (other than in its capacity as a Utility Owner), including Lane Closures caused by a Relief Event described in clause (k) of the definition of Relief Event, except to the extent such Lane Closure is the result of the negligence, willful misconduct, or breach of applicable Law or contract by the Development Entity or any Development Entity-Related Entity;
- (e) a Lane Closure as a result of a Relief Event described in clause (a), clause (h), clause (i), or clause (j) of the definition of Relief Event, and provided the Development Entity is using commercially reasonable efforts to:
 - (i) mitigate the impact of, or respond to the effects of, a Relief Event;
 - (ii) reopen the affected traffic lane(s) and ramps as quickly as possible to traffic; and
 - (iii) minimize the impact of the Development Entity's activities to traffic flow;
- (f) a Lane Closure due to any other Relief Event not covered under clause (d) or (e) of this definition of Permitted Closure shall be deemed a Permitted Closure only insofar as the Development Entity's response to such Relief Event is undertaken as Planned Maintenance in order to manage, mitigate or resolve the effects of the Relief Event;
- (g) a Lane Closure necessary to accommodate future construction of Related Transportation Facilities constructed by others, provided the Development Entity is using commercially reasonable efforts to:
 - (i) mitigate the impact of the Lane Closure; and
 - (ii) reopen the affected traffic lane(s) and ramps as quickly as possible to traffic;
- (h) a Lane Closure necessary to construct a temporary or permanent repair of damage caused by a third party and that is (i) not the result of the negligence, willful misconduct, or breach of applicable Law or contract by the Development Entity or any other Development Entity-Related Entity, nor (ii) considered a Relief Event;

- (i) shoulder work of a nature too brief to require shoulder closure, i.e., patrols, inspections, assistance to motorists, removal of debris;
- (j) moving operations conducted at night such as sweeping; or
- (k) snow and ice removal.

"Permitted Design Exceptions" means Design Exceptions identified in TP Section 2.7 (Permitted Design Variances and Permitted Design Exceptions), TP Section 11.5.2 (Design Exceptions), and TP Attachment 21 (Permitted Design Variances and Exceptions) that are required to implement the NEPA Basic Configuration.

"Permitted Design Variances" means those Design Variances identified in TP Section 2.7 (Permitted Design Variances and Permitted Design Exceptions), TP Section 11.5.2 (Design Exceptions) and TP Attachment 21 (Permitted Design Variances and Exceptions) that are required to implement the NEPA Basic Configuration.

"Persistent Breach" means any breach of this Project Agreement other than (a) any breach for which a Noncompliance Point could have been assessed, and (b) a breach that arises as a direct result of the occurrence of a Compensation Event or a Relief Event, that (i) continues for more than 30 consecutive days, or (ii) occurs more than three times in any rolling six-month period, measured to the day, after the Department gave a Remedial Notice.

"Person" means any individual (i.e., natural person), estate, corporation, joint venture, limited liability company, company, voluntary association or other association, partnership, trust, unincorporated organization, Governmental Entity, the Department.

"Planned Maintenance" means Maintenance Work that has been properly scheduled and executed in accordance with TP Section 22.6.5 (Planned Maintenance).

"Plans" means (only where capitalized) plans, profiles, cross-sections, contract drawings, working drawings, supplemental drawings, detail sheets or exact reproductions thereof, which show the location, character, dimensions and details of the Construction Work to be done.

"P&P Bonds" means the performance and payment surety bonds, each meeting the requirements of PA Section 17.2.1 (*P&P Bonds*).

"P&P Obligor" means the Person identified as the obligor or account party in the P&P Bonds, as applicable.

"Precedence Diagram Method" means a method of constructing a schedule network diagram that uses boxes, referred to as nodes, to represent activities consisting of durations and connects them with arrows that show the dependencies for use in forward pass and backward pass schedule network calculations to establish each activity's early dates and late dates, respectively.

"Pre-Development Agreement" or **"PDA"** means that certain Pre-Development Agreement by and between PDA Entity and the Department, dated as of May 6, 2022, as amended.

"Pre-existing Hazardous Materials" means Hazardous Materials that are in, on or under the Existing Right of Way and any parcel identified in PA Exhibit 3 (*Parcel Acquisition Table*) for acquisition subsequent to the Effective Date, but only to the extent the element, chemical, compound, product, waste, material or substance constitutes a Hazardous Material on that date. Pre-existing Hazardous Materials do

not include elements, chemicals, compounds, products, wastes, materials or substances that constitute Hazardous Materials as a result of changes to the element, chemical, compound, product, waste, material or substance or as a result of changes to the Site conditions on or after the date the Department makes available to the Development Entity the relevant parcel. Pre-existing Hazardous Materials do not include any Hazardous Materials located in, on or under any Temporary Interests. Pre-existing Hazardous Materials exclude any such conditions known to the Development Entity prior to the Technical Setting Date, identified in the RIDs. For purposes of determining whether Hazardous Materials were in, on or under the Site, as of the dates specified in the first sentence of this definition, the Development Entity shall have the burden of proof to demonstrate it was not a Development Entity Hazardous Materials Release. For the purpose of this definition, "makes available" means: (a) the Effective Date, except for parcels not yet acquired as of the Effective Date; and (b) as to parcels identified in the Package Proposal for acquisition subsequent to the Effective Date, the date the Development Entity first receives the right to take and maintain possession of the parcel for all purposes for the remainder of the Term in accordance with the Contract Documents, including commencement of construction, as the result of the Development Entity's or the Department's having secured title or right of possession by contract or title instrument or by a special commissioners' award through the eminent domain process or otherwise.

"Preliminary Design Documents" means the Design Documents described in TP Section 3.5.2.2 (Preliminary Design Documents).

"Preliminary Utility Status Report" means the report described in TP Section 7.10.3 (Preliminary Utility Status Report).

"Preparedness, Prevention, and Contingency Plan" has the meaning set forth in TP Section 5.8 (Comprehensive Environmental Protection Plan).

"Prepayment Event" has the meaning set forth in PA Section 4.5.2 (*Refinancing Gain Sharing; Debt Prepayment*).

"Pre-Refinancing Data" means all relevant data in relation to a proposed Refinancing other than a proposed Exempt Refinancing under clause (b), (d), or (e) of the definition of Exempt Refinancing and calculation of the estimated Refinancing Gain, including:

- (a) details of actual and projected timing and amounts of the investment of equity and Subordinate Debt from the Effective Date to the anticipated date of Refinancing, and of projected timing and amounts of the investment of equity and Subordinate Debt, if any, from the anticipated date of Refinancing to the end of the Term;
- (b) information on the actual and projected cash flows of the Development Entity from the Effective Date to the anticipated date of Refinancing, and of projected cash flows of the Development Entity from the anticipated date of Refinancing to the end of the Term;
- (c) details of the actual and projected timing and amounts of Distributions from the Effective Date to the anticipated date of Refinancing and of projected timing and amounts of Distributions from the anticipated date of Refinancing to the end of the Term;
- (d) a copy of the pre-Refinancing Financial Model as updated by the Development Entity, which shall be identical to any presented to the proposed Refinancing Lender(s);
- (e) a copy of all term sheets or all other relevant documentation and information in relation to the terms of the proposed Refinancing;

- (f) a copy of the proposed post-Refinancing Financial Model as updated by the Development Entity, which shall be identical to any presented to the proposed Refinancing Lender(s);
- (g) information on all relevant assumptions, including tax assumptions and where appropriate back up data and tax opinions, for the projections in the pre-Refinancing and post-Refinancing Financial Models as updated by the Development Entity;
- (h) a detailed calculation of the estimated Refinancing Gain and the Department's share thereof (if any) following the procedures set forth in PA Exhibit 5-3 (*Calculation and Payment of Refinancing Gain*); and
- (i) all other information the Department may reasonably request in relation to the proposed Refinancing and related calculations and assumptions.

"Procedural Rules" has the meaning set forth PA Section 18.7.2.8b (*Written Protest to Department*).

"Professional Engineer" means a person who is duly licensed and registered by the Commonwealth's State Board of Registration for Professional Engineers and Land Surveyors to engage in the practice of engineering in the Commonwealth.

"Professional Land Surveyor" means a person who is duly licensed and registered by the Commonwealth's State Board of Registration for Professional Engineers and Land Surveyors to engage in the practice of land surveying in the Commonwealth.

"Project" has the meaning set forth in Recital B to this Project Agreement.

"Project Data" means all data, calculations, electronic files, records, reports, analyses, maps, computations, logs, and all other work product and other materials created, displayed, or collected under the terms of the Contract Documents, whether from Owner Intellectual Property or Proprietary Intellectual Property. "Project Data" as a product is distinguished from the Intellectual Property that produced it.

"Project Debt" means bona fide indebtedness (including subordinated indebtedness) for or with respect to funds borrowed (including bona fide indebtedness with respect to any financial insurance issued for funds borrowed) or for the value of goods or services rendered or received, the repayment of which has specified payment dates and is secured by one or more Security Documents. Project Debt includes principal, capitalized interest, default interest (when caused by the Department), accrued interest, customary and reasonable lender, financial insurer, agent and trustee fees, costs, expenses and premiums with respect thereto, payment obligations under interest rate and inflation rate hedging agreements or other derivative facilities with respect thereto, reimbursement obligations with respect thereto, lease financing obligations, and Breakage Costs and any other amounts. Project Debt excludes any indebtedness of the Development Entity or any shareholder, member, partner or joint venture member of the Development Entity that is secured by anything less than the entire Development Entity's Interest, such as indebtedness secured only by an assignment of economic interest in the Development Entity or of rights to cash flow or dividends from the Development Entity. Project Debt also excludes any increase in indebtedness to the extent resulting from an agreement or other arrangement the Development Entity enters into or first becomes obligated to repay after it was aware of the occurrence or prospective occurrence of an event of termination, including the Development Entity's receipt of a Notice of Termination. In addition, no debt shall constitute Project Debt unless the Collateral Agent provides the Department with Notice thereof and the related Funding Agreements and Security Documents in accordance with PA Section 18.3.2 (*Step-in Rights*). Subject to the foregoing exclusions, Project Debt includes the PABs and obligations arising thereunder and TIFIA Loans, guaranties and credit support, and obligations arising thereunder.

"Project Limits" means:

- (a) the Existing Right of Way;
- (b) when acquired, any parcels acquired after the Effective Date pursuant to PA Section 2.7 (*Real Property Rights Assessment*) and TP Section 8 (Right of Way);
- (c) the limits identified under Third Party Agreements with Governmental Entities, if any; and
- (d) the Property.

For avoidance of doubt, it is the intention of the Parties that, upon completion of the Project, the Project Limits include all of the Property, as may be amended pursuant to any re-evaluation of a NEPA Approval.

"Project Management Plan" means the document described in TP Section 3.3 (Project Management Plan).

"Project Office" means the office established by the Development Entity in accordance with TP Section 3.2.1 (Project Office).

"Project Schedule Update" means a Submittal provided by the Development Entity after the Baseline Project Schedule is accepted in accordance with the requirements set forth in TP Section 3.4.7 (Project Schedule Update).

"Project Standards" means those standards, manuals, and guidelines, policies, details, specifications (including the Standard Specifications (defined term)), and special provisions (including the Special Provisions (defined term)) set forth in TP Attachment 1 (Project Standard) in the form most recently published and in effect on the Technical Setting Date, as such Project Standards may be changed, added to or replaced pursuant to the Contract Documents. For avoidance of doubt, standards pertaining to Utility Adjustment Work not listed in the Technical Provisions as "Project Standards" are not Project Standards.

"Project Standards Change" means any addition, alteration, or other change to the Project Standards and that are not required pursuant to a Change in Law. For avoidance of doubt, Project Standards Changes include Department-Driven Project Standards Changes.

"Property" has the meaning set forth in PA Section 2.2.1 (*Right of Way; Property Ownership*) (which generally is only such property as identified in the NEPA Approval).

"Proposal" has the meaning set forth in Recital F to this Project Agreement.

"Proprietary Intellectual Property" means Intellectual Property created, used, applied or reduced to practice in connection with the Project or the Work that derives commercial value from its protection as a trade secret under applicable Law or from its protection under patent or copyright Laws.

"Protection in Place" means any action taken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, exposing the Utility, avoidance of a Utility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. The term includes both temporary measures and permanent installations meeting the foregoing definition.

"Provided Environmental Approvals" means the Environmental Approvals listed in TP Table 5-1 (Major Bridge Project Environmental Process) and the NEPA Approvals, if any, thereafter obtained by the Department.

"Public Information and Communication Manager" means the Project personnel role described in TP Section 3.3.4.2.6 (Public Information and Communication Manager).

"Public Information and Communication Plan" means the public information and communications plan described in TP Section 3.3.13 (Public Information and Communication Plan).

"Public Information Office" has the meaning set forth in TP Section 4.7 (Public Information Office).

"Punchlist" means an itemized list of Construction Work that remains to be completed following Substantial Completion as a condition to Final Acceptance, prepared by the Development Entity and included in the D&C Closeout Plan and agreed with the Department prior to Substantial Completion in accordance with PA Section 7.7 (*Substantial Completion, Punchlist, Final Acceptance*). The Punchlist shall only include any incomplete Construction Work that, due to its nature and the activities required to correct and complete the work, will not require any Lane Closures, and will not have any material or adverse effect on the normal, uninterrupted and safe use of the Project. The Punchlist shall include the Landscaping Work to be carried out prior to Final Acceptance as set forth in the D&C Closeout Plan.

"Quality Assurance and Acceptance" means those planned and systematic actions (including inspection of systems of quality control, and acceptance sampling and testing) necessary to provide confidence that a product or service will satisfy the quality requirements of the Contract Documents and applicable Law.

"Quality Assurance Manager" means the individual person who fills this Key Personnel role, as further described in TP Section 3.3.4.1.4 (Quality Assurance Manager).

"Quality Control" means quality control to be performed by the Development Entity in accordance with TP Section 3.3.9 (Quality Management Plan).

"Quality Management" means the design quality management, construction quality management, and maintenance quality management to be carried out by the Development Entity in accordance with TP Section 3.3.9 (Quality Management Plan).

"Quality Management Plan" means the set of Department-approved plans for quality management and control of the Project and Work, prepared and maintained in accordance with the requirements set forth in TP Section 3.3.9 (Quality Management Plan).

"Quarter" or **"Quarterly"** means a time period comprised of three calendar months. Each Fiscal Year contains four Quarters: July — September; October — December; January — March; and April — June.

"Railroad" means (a) Central New York Railroad Corporation as operator of the track owned by Norfolk Southern Railway Company, and (b) Reading Blue Mountain & Northern Railroad, and any other company organized to construct, maintain, and operate railroads that will be physically impacted by the Project, to include the owning company and the operating company (within a relevant corridor).

"Railroad Agreement" means any agreement entered into by either Party and a Railroad with respect to the Project, including specifically each agreement by and between the Department and a Railroad set forth in TP Attachment 20 (Coordination with Governmental Entities and Third Parties), but excluding the access instruments described in PA Section 7.11.2 (*Access to Railroad Property; Maintenance Responsibilities*).

"Railroad Conditions to Assistance" has the meaning set forth in PA Section 7.11.6.1 (*Failure of Railroads to Cooperate*).

"Railroad Protective Services" means provision of flaggers and watchmen, and any other Railroad protection services (to include personnel and equipment) required under a Railroad Agreement.

"Rank 1 Invasive Plants" means those plants defined by the Pennsylvania Department of Conservation and Natural Resources Bureau of Forestry as alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health., indicating "Severe Threat". Such term includes species that are or could become widespread in Pennsylvania.

"Rank 2 Invasive Plants" means those plants defined by the Pennsylvania Department of Conservation and Natural Resources Bureau of Forestry as alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health, indicating "Significant Threat". Such term includes exotic plant species that possess characteristics of invasive species, but are not presently considered to spread as easily and aggressively into native plant communities as those species listed as Rank 1.

"Rating Agency" means any credit agency registered with the United States Security and Exchange Commission as a "nationally recognized statistical rating organization" or NRSRO.

"Reasonable Investigation" means desktop review and analysis of the RIDs available to the Development Entity on or before October 7, 2022 and the results of any Site Investigations (as defined in the PDA) performed in accordance with the Site Investigation Request (as defined in the PDA, as amended) submitted by the PDA Entity to the Department on September 7, 2022, attached as Attachment 4 to Change Order No. 001 to the PDA, dated as of October 28, 2022.

"Recognized Environmental Condition" has the meaning set forth in ASTM E-1527-13, as amended.

"Record D&C Work Schedule" means the schedule described in TP Section 3.4.11 (Record D&C Work Schedule).

"Record Drawings" means the Design Documents, in form and substance, as described in TP Section 3.5.2.8 (Record Drawings).

"Redundancy Payments" means the payment of all wages earned, accrued unused vacation time, and any other payments required by Law or required by the employer's employment agreement with the employees.

"Reference Information Documents" or **"RIDs"** means the collection of information, data, documents and other materials that the Department has provided to the Development Entity for general or reference information only prior to the Technical Setting Date. The RIDs include all information provided by the Department to the Development Entity or to the PDA Entity on or before the Technical Setting Date, including specifically all information made available to the Development Entity within e-builder folders and subfolders under the tab "900 Reference Documents".

"Refinancing" means:

- (a) any amendment, variation, novation, extension, renewal, supplement, refunding, refinancing, defeasance or replacement of any Project Debt, Funding Agreement or Security Document (other than any Subordinate Debt);

- (b) the issuance by the Development Entity of any indebtedness in addition to the Initial Project Debt, secured or unsecured;
- (c) the disposition of any rights or interests in, or the creation of any rights of participation with respect to, Project Debt, Funding Agreements and Security Documents or the creation or granting by the Development Entity or any Lender of any other form of benefit or interest in either Project Debt, Funding Agreements and Security Documents or the Development Entity's Interest whether by way of security or otherwise; or
- (d) any other arrangement put in place by the Development Entity or another Person which has an effect similar to any of clauses (a) through (c) above.

"Refinancing Data" means all relevant data in relation to a Refinancing other than an Exempt Refinancing under clause (b), (d), or (e) of the definition of Exempt Refinancing and calculation of the Refinancing Gain, including:

- (a) details of actual timing and amounts of the investment of equity and Subordinate.
- (b) debt from the Effective Date to the date of Refinancing, and of projected timing and amounts of the investment of equity and Subordinate Debt, if any, from the date of Refinancing to the end of the Term;
- (c) information on the actual cash flows of the Development Entity from the Effective Date to the date of Refinancing, and of projected cash flows of the Development Entity from the date of Refinancing to the end of the Term;
- (d) details of the actual timing and amounts of Distributions from the Effective Date to the date of Refinancing and of projected timing and amounts of Distributions from the date of Refinancing to the end of the Term;
- (e) a copy of the final pre-Refinancing Financial Model as updated by the Development Entity, which shall be identical to any presented to the Refinancing lender(s);
- (f) a copy of the final post-Refinancing Financial Model as updated by the Development Entity, which shall be identical to any presented to the Refinancing lender(s);
- (g) information on all relevant assumptions, including tax assumptions and where appropriate back up data and tax opinions (if any), for the projections in the pre-Refinancing and post-Refinancing Financial Models as updated by the Development Entity;
- (h) a detailed calculation of the Refinancing Gain and the Department's share thereof (if any) following the procedures set forth in PA Exhibit 5-3 (*Calculation and Payment of Refinancing Gain*); and
- (i) all other information the Department may reasonably request in relation to the Refinancing and related calculations and assumptions.

"Refinancing Gain" means the amount calculated as provided in PA Exhibit 5-3 (*Calculation and Payment of Refinancing Gain*).

"Registered Architect" means an individual properly registered as an architect with the Commonwealth.

"Registered Business Partner of the Commonwealth" means a person that has obtained "SAP- Vendor Number" through the Department's "Supplier Portal Website" at <http://www.pasupplierportal.state.pa.us> (or otherwise in accordance with the instructions set out in page 5 (Vendor Registration) of Department Publication IV (12-13), *Conducting Business with the Pennsylvania Department of Transportation*).

"Registered Landscape Architect" means a person who engages or offers to engage in the practice of landscape architecture in the Commonwealth of Pennsylvania under the authority of the Landscape Architects' Registration Law (63 P. S. § § 901—913).

"Registered Professional Land Surveyor" means a Professional Land Surveyor (defined term).

"Rehabilitation Work" means maintenance, repair, reconstruction, rehabilitation, restoration, renewal, or replacement of any Element of the Project that is not normally included as an annually recurring cost in maintenance and repair budgets for similar facilities.

"Rehabilitation Work Schedule" means the schedule for Rehabilitation Work to be prepared and updated by the Development Entity pursuant to PA Section 10.7 (*Updates of Record Drawings*).

"Related Transportation Facility(ies)" means all existing Highways, streets and roads, that are or will be adjacent to, connecting with or crossing under or over the Project as of the Technical Setting Date.

"Released for Construction Design Documents" means the Design Documents described in TP Section 3.5.2.4 (Released for Construction Design Documents).

"Relief Event" means the occurrence of any of the following events, subject to any limitations, claims submissions requirements, and "other conditions set forth in the Project Agreement occurring on and after NTP2 (excepting the following may also be claimed prior to NTP2: (i) claims relating to the scope of any limited notice to proceed (as to the geographic area for the scope thereof) shall be permitted from issuance thereof; and (ii) claims for, or under, the following: (1) Department-Caused Delay, (2) Department Change, (3) certain Department acts or omissions under clauses (r) and (bb) below (4) Changes in Law under clause (b) below, (5) Changes in Project Standards under clause (c) below, (6) all Relief Events in connection with delays to Financial Close, (7) under clause (k) (injunction, etc.), and (8) under clauses (n), (p), and (u) (NEPA and related matters) below, shall be permitted from the effective date thereof until the end of the Term), in each case, that (I) is beyond the reasonable control of the Development Entity; (II)(A) directly delays the Critical Path or (B) otherwise demonstrably, materially and adversely affects performance of the Development Entity's obligations (other than payment obligations) in accordance with the Contract Documents; and (III) is not caused by the negligence, reckless or willful misconduct of, or an act or omission that is inconsistent with the Contract Documents, or breach or violation of applicable Law, Governmental Approval, by a Development Entity-Related Entity:

- (a) Force Majeure Event;
- (b) Change in Law applicable to the Development Entity on and after the Technical Setting Date, excluding changes to the Buy America Act and changes to Tax Laws;
- (c) Change in Project Standards applicable to the Project on and after the Technical Setting Date and applicable to the Development Entity and only to the extent the Development Entity is directed by the Department to implement such change in Project Standards (or is required to do so, notwithstanding, under applicable Law);

- (d) delay to the Critical Path suffered by the Development Entity caused by the Department's exercise of its rights under PA Section 7.3.4 (Right to Uncover) with respect to Work that does not contain Nonconforming Work;
- (e) Department Change;
- (f) Department-Caused Delay;
- (g) performance of work within the Project Limits by Separate Contractors that disrupts the Work or results in delays to the Critical Path;
- (h) discovery at or on the Project Limits or on a parcel adjacent thereto (excluding any parcel of Temporary Interests), on or after the Technical Setting Date, of (i) any Pre-existing Hazardous Materials or Hazardous Materials not otherwise constituting a Development Entity Hazardous Materials Release, provided that where such condition was identified in the RIDs prior to the Technical Setting Date, the Development Entity shall account for same in the Baseline Project Schedule and impacts shall be limited to such conditions not identified therein (whether in type or quantity), or (ii) any archaeological, paleontological or cultural resources (including archaeological and historical) not known to the Development Entity prior to the Technical Setting Date, in each case, that would not have become known to the Development Entity by undertaking a Reasonable Investigation prior to the Technical Setting Date;
- (i) discovery at or on the Project Limits or on a parcel adjacent thereto (excluding any parcel of Temporary Interests) of any Unexpected Endangered Species, excluding any such presence of species known to the Development Entity prior to the Technical Setting Date or that would have become known to the Development Entity by undertaking Reasonable Investigation prior to the Technical Setting Date;
- (j) a Third Party Hazardous Materials Release that (i) occurs on or after the Technical Setting Date, and, (ii) occurs at or on the Project Limits or on a parcel adjacent thereto (excluding any parcel of Temporary Interests), (iii) are required to be reported to a Governmental Entity, and (iv) render use of the roadway or construction area unsafe absent remediation Work. If it is judicially determined the Development Entity has contributed to any liability or responsibility with respect to those Third Party Hazardous Materials Releases, the Department will not be responsible for the portion of any liability or responsibility determined judicially to be caused by the Development Entity, and that portion shall not be considered a Relief Event;
- (k) issuance by a court in a legal proceeding of any preliminary or permanent injunction or temporary restraining order (or other similar order, legal restraint, or prohibition) that prohibits prosecution of any material portion of the Work, except if arising out of, related to, caused by or resulting from the conduct of any Development Entity-Related Entity;
- (l) (i) unreasonable and unjustified delay by a Utility Owner with whom the Development Entity or the Department has been unable to enter into a Utility agreement in connection with a Utility Adjustment, (ii) the failure of a Utility Owner to perform its obligations under a Utility agreement, or (iii) the failure or delay of a Utility Owner in obtaining any required easement, right of way or other property interest as may be required; provided that, in each case, all of the Utility Conditions to Assistance have been satisfied and 30 days have expired since the Development Entity requested the Department's assistance;

- (m) any delay to the Critical Path directly resulting from additional and necessary Utility Adjustment Work directly resulting from discovery or encounter with an Unidentified Utility Facility within 180 days after issuance of NTP2;
- (n) suspension or termination of a NEPA Approval, except to the extent that such suspension or termination results from failure by the Development Entity or any other Development Entity-Related Entity to locate or design the Project or carry out the Work in accordance with the NEPA Approval and other Governmental Approvals (which failure may include (i) modification by or on behalf of the Development Entity of the design concept included in the NEPA Approval, excluding Necessary Basic Configuration Changes, or (ii) means or methods used by any Development Entity-Related Entity for carrying out the Work);
- (o) suspensions of the Work ordered by the Department which are not pursuant to an expressly provided right under the Contract Documents;
- (p) any change in the design concept of the Project or any portion thereof resulting from judicial or administrative action taken with respect to a legal challenge to any NEPA Approval as compared to the NEPA Basic Configuration, except to the extent the change in design concept (i) had already been incorporated into the Development Entity's Package Proposal, (ii) identifies the Development Entity's design as the basis or reason for such action, or (iii) results from failure by any Development Entity-Related Entity to locate or design the Project or carry out the Work in accordance with the NEPA Approval or other Governmental Approval;
- (q) failure to obtain, or unreasonable and unjustified delay, based on the dates set forth in the Baseline Project Schedule, in obtaining or otherwise maintaining once issued, a Governmental Approval from any Governmental Entity (other than the NEPA Approvals to the extent covered in the definition of Department-Caused Delay), except to the extent that such failure or delay results from failure by any Development Entity-Related Entity to locate or design the Project or carry out the work in accordance with the NEPA Approval as contemplated in the NEPA Basic Configuration or other Governmental Approval (but for the avoidance of doubt excluding any differences due to a Department Change, a Change in Law, a Change in Project Standards or change in the Utility Standards);
- (r) a Department failure to timely observe or perform or cause to be observed or performed a material covenant, agreement, obligation, term or condition required to be observed or performed by the Department under the Contract Documents (other than this Project Agreement), that causes impossibility of the Development Entity performance for a continuous period of 60 days or more;
- (s) (i) lack of good and sufficient title or entitlement to use any parcel identified in the Package Proposal by the date agreed therein and for parcels identified by no later than 180 days following the issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of this Project Agreement), or (ii) any restrictions placed on access or use (or both) of each parcel with non-fee interests that have not been annotated in PA Exhibit 3 (*Parcel Acquisition Table*) as parcels not to be held in fee by the Department prior to the Technical Setting Date, in each case, to the extent it materially interferes with or materially and adversely affects performance of the Work;
- (t) the existence of any title reservation, condition, easement or encumbrance on any permanent parcel (but not temporary parcel) in the Package Proposal as of the date agreed for acquisition therein and for parcels identified by no later than 180 days following the

issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of this Project Agreement), of record or not of record, to the extent it materially interferes with or materially and adversely affects performance of Work, excepting title reservations, conditions, easements or encumbrances (i) concerning Utilities, or (ii) caused, permitted or suffered by a Development Entity-Related Entity;

- (u) any Necessary Basic Configuration Change requiring additional permanent parcel(s) for the Project, provided that the Development Entity's relief under this subsection shall be limited to a one Day extension to each impacted Milestone Deadline for every two Days after delays to the Critical Path;
- (v) any erroneously-excluded parcel under the Package Proposal and for parcels identified by no later than 180 days following the issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated in accordance with the terms of this Project Agreement) that is necessary to comply with the Technical Provisions and all Governmental Approvals ("necessary" to mean, where despite mutual good faith negotiation and efforts to mitigate in accordance with the Project Agreement, compliance with the requirements in the Technical Provisions or any Governmental Approval necessitates a NEPA re-evaluation, amendment, or supplement); provided, however, that except where the Department waives or amends any portion of the Technical Provisions giving rise to the need for such additional parcel, the Development Entity's relief under this subsection shall be limited to a one Day extension to each impacted Milestone Deadline for every two Days after delays to the Critical Path;
- (w) Type I and Type II Differing Site Conditions (excluding any Type I and Type II Differing Site Conditions known to the Development Entity prior to the Technical Setting Date or that would have become known to the Development Entity by undertaking Reasonable Investigation prior to the Technical Setting Date);
- (x) damage to the Project caused by third party work adjacent to the Site or other work adjacent to the Site;
- (y) (i) unreasonable and unjustified delay by a Railroad operating on the Site in connection with the Development Entity's performance of the Railroad coordination plan within the Package Proposal or within a Railroad Agreement, that causes a material adverse effect on the Development Entity's performance of the Work, and (ii) any delay caused by the Railroad's failure to review, comment, disapprove or take similar action not entailing a prior approval within the applicable time period under PA Section 7.11.5.2 (*Railroad Submittals*), and under PA Section 7.11.5.4 (*Railroad Submittals*), provided that, in each case, all of the Railroad Conditions to Assistance have been satisfied.
- (z) latent defects discovered in the Existing Improvements to the extent affected or impacted by the Work and as and to the extent materially and adversely affecting the completion of Work on any permanent parcel identified in the Package Proposal and for parcels identified by no later than 180 days following the issuance of NTP2 by the date set forth in PA Exhibit 3 (*Parcel Acquisition Table*) (as updated pursuant to the terms of this Project Agreement) (but, for avoidance of doubt, not with respect to any other additional parcel);
- (aa) enforcement of any inapplicable local law (or political subdivision thereof) by or on behalf of a local Governmental Entity;

- (bb) any material Department breach of this Project Agreement that is not cured within any prescribed cure period, if any;
- (cc) (i) Discriminatory Maintenance Changes and (ii) solely to the extent set forth in PA Section 10.2.4 (Changes in Performance), Non-Discriminatory Maintenance Changes;
- (dd) any delay in the Critical Path or material impact on the Development Entity's obligations under the Contract Documents due to a Highway Occupancy Permit Holder's failure to comply with the terms of a Highway Occupancy Permit within the Site, or due to the Highway Occupancy Permit Holder failure to reasonably cooperate and coordinate with the Development Entity;
- (ee) (i) Any change in the Work or delay to or interference with the Work directly attributable to Railroad Agreements entered into, and/or amended, supplemented or otherwise modified, on or after the Technical Setting Date, (ii) Related Transportation Facilities not identified as of the Technical Setting Date, or (iii) any Department Change pursuant to PA Section 6.7.1.1 (Third Party Agreements) or PA Section 6.7.1.3 (Third Party Agreements); and
- (ff) identification or addition following the Technical Setting Date of any non-disturbance areas with respect to the Provided Environmental Approvals on any parcel in the Package Proposal or any additional parcel identified by no later than 180 days following the issuance of NTP2, unless such a non-disturbance area would have become known to the Development Entity by undertaking Reasonable Investigation prior to the Technical Setting Date; and
- (gg) any delay in the Critical Path or material impact on the Development Entity's rights or obligations under the Contract Documents due to the failure of a third party (other than Utility Owners, Railroads or Highway Occupancy Holder, in each case to the extent already covered in this definition of Relief Event) to reasonably cooperate and coordinate with the Development Entity whenever the Development Entity is required to cooperate and coordinate with any such third parties including the parties to Third Party Agreements, Related Transportation Facilities or Governmental Entities.

"Relief Event Delay" means a delay to a Controlling Work Item, after consumption of all Float available pursuant to PA Section 3.5 (Float).

"Relief Event Determination" has the meaning set forth in PA Section 14.2.1 (Relief Event and Compensation Event Determinations).

"Relief Event Notice" means the Notice required to be provided by the Development Entity under PA Section 14.1 (Notices).

"Relief Event Package" has the meaning set forth in PA Section 14.1.4 (Compensation or Relief Event Package).

"Remedial Notice" means a Notice that the Department delivers to the Development Entity pursuant to PA Section 18.2 (Remedial Notices).

"Request for Change Proposal" means a Notice issued by the Department to the Development Entity setting forth a proposed Department Change and requesting the Development Entity's assessment of cost, and schedule impacts thereof, as set forth in PA Section 15.1.2 (Request for Change Proposal).

"Request for Proposals" or **"RFP"** has the meaning set forth in Recital F to this Project Agreement.

"Required Minimum Insurance Policies" means those Insurance Policies, under the terms and subject to the conditions set forth in PA Exhibit 14 (*Insurance Coverage Requirements*).

"Required Personnel" means those individuals filling the roles assigned by the Development Entity for "Required Personnel" positions listed in TP Section 3.3.4.2 (Required Personnel). Several job or role titles may be capitalized throughout the Contract Documents, and where no definition is given for such title, the title refers to the job or role as listed in TP Section 3.3.4.2 (Required Personnel).

"Rescue Refinancing" means any Refinancing that:

- (a) occurs due to the failure or imminent failure of the Development Entity to comply with any material financial obligation under any Funding Agreement or Security Document;
- (b) results in the cure of such failure or imminent failure;
- (c) does not result in an increase in the Equity IRR beyond the Base Case Equity IRR; and
- (d) does not result in an actual or potential increase of Project Debt by more than 10%.

"Residual Life" means, for an Element, the period remaining until the Element will next require reconstruction, rehabilitation, restoration, renewal, or replacement so as to comply with the Maintenance Performance Requirements.

"Residual Life at Handback" means the calculated duration after handback until any Element will next require reconstruction, rehabilitation, restoration, renewal or replacement so as to comply with the Maintenance Performance Requirements, determined through the application of the Residual Life Methodology and Residual Life Inspections.

"Residual Life Inspection" means an inspection undertaken in accordance with and as set forth in TP Section 23.5.2 (Inspection during the Handback Period) (including any testing undertaken by an independent testing organization), and in accordance with Good Industry Practice, to determine the Residual Life of all Elements.

"Residual Life Methodology" is the evaluation and calculation methodology by which the Residual Life of each Element will be calculated at handback in accordance with TP Section 23.5.1 (Residual Life Methodology). The Residual Life Methodology shall (a) determine Residual Life for an Element as equal to its originally calculated Useful Life less its Age if: (i) the Element has performed in service in the manner and with the levels of traffic and wear and tear originally expected by the Development Entity as reflected in the Financial Model, and (ii) the Development Entity has performed the Routine Maintenance of the Element, and as a result thereof the Element complies throughout its originally calculated Useful Life with each applicable Performance Requirement; and (b) where conditions (i) and (ii) of the foregoing subsection (a) are not each satisfied, set forth the method by which any necessary Rehabilitation Work will be identified to ensure that the minimum Residual Life at Handback for each Element as required under TP Table 23-1 (Useful and Residual Life Requirements) is satisfied at handback.

"Revised Baseline Project Schedule" means the Baseline Project Schedule described under TP Section 3.4.5 (Revised Baseline Project Schedule).

"Revised Baseline Schedule of Values" means the modified Baseline Schedule of Values provided by the Development Entity in accordance with TP Section 3.4.6 (Revised Baseline Schedule of Values) when substantial changes are made to the Development Entity's price breakdown structure of the D&C Amount or changes are made to the D&C Amount itself. For avoidance of doubt, any Revised Baseline Schedule of Values is not prepared on the Development Entity's initiative, but instead upon notification by the Department of its desire for a Revised Baseline Schedule of Values.

"RFQ" has the meaning set forth in Recital D to this Project Agreement.

"Right of Way Acquisition Plans" means any plan described in TP Section 8.5 (Right of Way Acquisition Plans).

"Right of Way Acquisition Report" means the report described in TP Section 8.11 (Right of Way Acquisition Report).

"Right of Way Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.13 (Right of Way Manager).

"Right-to-Know Law" means the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, as amended from time to time.

"Risk Management Plan" means the plan described in TP Section 3.3.7 (Risk Management Plan).

"Roles (Key Personnel)" means for each Key Personnel, the requirements set forth for that Key Personnel in TP Section 3.3.4.1 (Key Personnel).

"Roles (Required Personnel)" means for each Required Personnel, the requirements set forth for that Required Personnel in TP Section 3.3.4.2 (Required Personnel).

"Routine Maintenance" means maintenance activities that are scheduled in advance and occur on a regular basis, such as weekly, Monthly, Quarterly, semi-annually or annually which are normally included as an annually recurring cost in maintenance and repair budgets for transportation facilities (and associated equipment) of similar natures and in similar environmental conditions as the Project.

"RTKL Requested Information" has the meaning set forth in PA Section 21.3.3 (*Right-to-Know Law and Freedom of Information Act*).

"Safety and Security Plan" means the safety and security plan for the Development Entity's personnel and the general public that the Development Entity is to prepare and implement in accordance with TP Section 3.3.11 (Safety and Security Plan).

"Safety Compliance" means any and all improvements, repairs, reconstruction, rehabilitation, restoration, renewal, replacement and changes to the Project or in configuration or procedures respecting the Project or the Work to correct a specific safety risk, safety issue, or safety noncompliance with the Contract Documents described in PA Section 13.2.1 (*Safety Compliance*).

"Safety Compliance Order" means a written order or directive from the Department to the Development Entity to implement Safety Compliance.

"Safety Standards" means those provisions of the Technical Provisions that the Department, FHWA, or AASHTO has identified as such. "Safety Standards" also include those reasonable precautions put in place, actions taken, and performance of the Work in a proper, safe, and skillful manner, in each case, so as to protect against, diminish, or eliminate any unsafe, or potentially unsafe, conditions, as well as such

other conditions that are inconsistent with Good Industry Practice, give rise to a threat to the health and safety of the public or workers (or both), safety of property, or that would be inconsistent with applicable Laws. As a matter of clarification, provisions of Technical Provisions primarily directed at durability of materials or equipment, where the durability is primarily a matter of life cycle cost rather than protecting public or worker safety, are not Safety Standards.

"Satellite Offices" has the meaning set forth in TP Section 3.2.2 (Satellite Offices).

"SC Invoice" has the meaning set forth in PA Section 5.1.2.4 (*Availability Payment Calculation*).

"Schedule Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.1 (Schedule Manager).

"Schedule of Values Update" means an update to the Baseline Schedule of Values provided by the Development Entity in accordance with TP Section 3.4.8 (Schedule of Values Update) after the Package Proposal SOV, NTP1 Baseline Schedule of Values, NTP2 Baseline Schedule of Values, or Revised Baseline Schedule of Values is accepted, that shows updated price information for each line item on an earned value basis through a given update interval and forecasts the balance to finish.

"Security Document" means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code of any jurisdiction, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given to any Lender as security for Project Debt or the Development Entity's obligations pertaining to Project Debt and encumbering the Development Entity's Interest.

"Semi-Annual" means a time period comprised of six calendar months.

"Separate Contractor(s)" means each and any separate contractor or vendor engaged by the Department or any other Governmental Entity of the Commonwealth to perform, provide, or supply work, services, labor or materials for (a) the Project, that is expressly excluded from the Development Entity's Work pursuant to the Contract Documents, or (b) another project to construct a Related Transportation Facility, in each case on the Project Limits (after the relevant portion is acquired).

"Service Line" means a Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system;

"Shop Drawings" means the Design Documents described in TP Section 3.5.2.6 (Shop Drawings). Shop Drawings include all working, shop, and erection drawings, associated trade literature, calculations, schedules, manuals, and similar documents submitted by the Development Entity to define some portion of the Permanent Works or Temporary Works not fully detailed in the Released for Construction Design Documents that requires additional drawings and coordination prior to constructing the item.

"SIR" has the meaning set forth in PA Section 17.1.2.2 (*Deductibles*).

"Site" means the Project Limits and any Temporary Interests.

"Site Investigation Report" means the summary report identifying findings of investigations completed based on IWPs.

"SOQ" has the meaning set forth in Recital D to this Project Agreement.

"Source Code" and **"Source Code Documentation"** mean software written in programming languages, such as C and Fortran, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, architectural standards, and commentary, explanations and instructions for compiling, describing the data flows, data structures, and control logic of the software in sufficient detail to enable a trained programmer through study of such documentation to maintain or modify the software without undue experimentation. Source Code and Source Code Documentation also include all modifications, revisions, additions, substitutions, replacements, updates, upgrades and corrections made to the foregoing items.

"SOV Line Item" means those numbered line items on the Baseline Schedule of Values corresponding to those portions of the Work or charges, each with an associated dollar value and in total equal to the D&C Amount as it may be adjusted in accordance with this Project Agreement.

"Special Event" means an event identified in accordance with TP Section 20.8.8.1 (Restrictions on Lane Closures), from time to time, by Notice and in advance, from the Department to the Development Entity, of specified duration and location.

"Special Flood Hazard Area" means those "special flood hazard areas" delineated on the Commonwealth's "Digital Flood Insurance Rate Maps" (<https://dced.pa.gov/local-government/pennsylvania-flood-maps/>), as may from time to time be amended.

"Standard Special Provision" means any addition or revision to the Standard Specifications identified in TP Attachment 22 (Standard Special Provisions).

"Standard Specification(s)" means Department Publication 408/2020, Change No. 4, excepting Section 100 thereof (which Section 100 of Department Publication 408/2020, Change No. 4, for avoidance of doubt, shall not be applicable to the Work).

"Starting Insurance Benchmarking Premiums" has the meaning set forth in PA Section 17.1.8.1 (*Insurance Premium Benchmarking*).

"Stormwater Management/Drainage Specialist" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.16 (Stormwater Management/Drainage Specialist).

"Subcontractor" means any other Person, including any Supplier with whom any Contractor has further subcontracted, purchased or procured any part of the Work, at all tiers.

"Submerged Lands Licensing Agreement" an agreement with the Pennsylvania Department of Environmental Protection that provides a license for a regulated water obstruction or encroachment to occupy submerged lands of the Commonwealth

"Submittal" means each Type 3 Submittal, Type 2 Submittal, and Type 1 Submittal, and in each case, any resubmittal which the Development Entity is required to make in accordance with PA Section 6.3 (*Submittal Review; Department Oversight*).

"Submittal Packaging Plan" means the plan prepared by the Development Entity in accordance with TP Section 3.5.1 (Submittal Packaging Plan).

"Submittal Packaging Requirements Database" means the more recent of:

- (a) collectively, the "Submittal Requirements" section of each of TP Section 2-23; or
- (b) the latest Department-accepted updates to any such "Submittal Requirements", submitted by the Development Entity in accordance with TP Section 3.5.1 (Submittal Packaging Plan).

"Subordinate Debt" means the bona fide indebtedness for funds borrowed that (a) is held by any Equity Member or an Affiliate, or by a purchaser or assignee of such indebtedness held at any previous time by any Equity Member or Affiliate, and (b) is inferior in priority of payment and security to all Project Debt held by Persons who are not Equity Members or Affiliates.

"Subordinated Security Documents" means any Security Documents securing Subordinate Debt.

"Substantial Completion" means the occurrence of all the events and satisfaction of all the criteria and conditions for substantial completion of D&C Work as set forth in PA Section 7.7.1 (*Substantial Completion*), as and when confirmed by the Department's issuance of a certificate of Substantial Completion in accordance with the procedures and within the time frame established in PA Section 7.7.1 (*Substantial Completion*).

"Substantial Completion Date" means the effective date of Substantial Completion.

"Substantial Completion Deadline" means the date identified in PA Exhibit 8 (*Milestone Schedule*) as such date may be extended in accordance with the Contract Documents. The initial Substantial Completion Deadline is the Original Substantial Completion Date.

"Substituted Entity" means any Person selected by Lenders and approved by the Department in accordance with the Direct Agreement to perform the Development Entity's obligations and succeed to the Development Entity's rights hereunder after any such Lender has acquired the Development Entity's Interest by foreclosure or other lawful means or has otherwise assumed possession and control of the Project.

"Subsurface Utility Engineering" means an engineering process for accurately identifying the quality of subsurface utility information needed for Highway plans, and for acquiring and managing that level of information during the development of a Highway project, as more particularly described, as of the Effective Date, at the FHWA website <http://www.fhwa.dot.gov/programadmin/sueindex.cfm>.

"SUE Plans" means the test hole data and SUE utility impact form.

"Supplier" means any Person not performing work at or on the Site that supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to the Development Entity or to any Contractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other similar items or persons to or from the Site shall not be deemed to be performing Work at the Site.

"Surety" means each surety company meeting the requirements and qualifications under PA Section 17.2.1.2 (*P&P Bonds*) which has issued any of the P&P Bonds. "Surety" may include a surety company, insurance company, or other Person, in each case, approved by the Department not meeting the requirements and qualifications under PA Section 17.2.1.2 (*P&P Bonds*), but nonetheless approved to issue any of the P&P Bonds.

"Survey Records and Reports" has the meaning set forth in TP Section 10.7. (Survey Records and Reports).

"Taxes" means U.S. federal, Commonwealth, local or foreign income, margin, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code), customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld, or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work, or act, business, status or transaction of the Development Entity, including any interest, penalty, or addition thereto, in all cases whether disputed or undisputed.

"Teamwork Meetings" means the teamwork meetings described in with TP Section 3.3.4.3.3 (Teamwork Meetings).

"Technical Interpretation" has the meaning set forth in PA Section 1.6 (*Technical Interpretations*).

"Technical Provisions" means the "PennDOT Pathways Major Bridge P3 Initiative Technical Provisions", dated as of the Effective Date, as such documents that comprise the Technical Provisions may individually or collectively be changed, added to or replaced pursuant to the Contract Documents. The Technical Provisions include all identified Project Standards, Safety Standards, attachments that are particular to the Project, as well as other standards, criteria, requirements, conditions, procedures, specifications and other provisions set forth in the manuals and documents identified therein.

"Technical Setting Date" means October 7, 2022.

"Temporary Interests" means any temporary rights or interests that the Development Entity may acquire in connection with the Project or the Utility Adjustments included in the Construction Work.

"Temporary Works" means any temporary Construction Work necessary for the construction of the Permanent Works. "Temporary Works" includes falsework, formwork, scaffolding, temporary shoring, temporary earthworks, temporary paving, cofferdams, special erection equipment, and any other parts and materials associated therewith.

"Term" has the meaning set forth in PA Section 3.1 (*Term*).

"Termination by Court Ruling" has the meaning set forth in PA Section 19.11 (*Termination by Court Ruling*).

"Termination Compensation" means each of the measures of compensation upon termination prior to the stated date for expiration of the Full Term, pursuant to PA Article 20 (*Assignment and Transfer*), and as set forth in PA Exhibit 4 (*Early Termination Dates and Terms for Termination Compensation*).

"Termination Date" means (a) the stated date for expiration of the Full Term, or (b) if applicable, the Early Termination Date.

"Termination for Convenience" has the meaning set forth in PA Section 19.1 (*Termination for Convenience*).

"Third Party Agreements" means each of the agreements included in, or referred to by, TP Attachment 20 (Coordination with Governmental Entities and Third Parties) and such other agreements with third parties (including Governmental Entities) as the Department may from time to time enter into pursuant to PA Section 6.7.1 (*Third Party Agreements*).

"Third Party Claim" means, subject to PA Section 17.3.1 (*Indemnity by the Development Entity*), any and all claims, disputes, disagreements, causes of action, demands, suits, actions, investigations, or legal or administrative proceedings brought by a Person that is not an Indemnified Party or the Development Entity with respect to any Third Party Loss.

"Third Party Hazardous Materials Release" means a Hazardous Materials Release directly by a Person that is not an Indemnified Party or a Development Entity-Related Entity or acting in the capacity of an Indemnified Party or a Development Entity-Related Entity.

"Third Party Loss" means, subject to PA Section 17.3.1 (*Indemnity by the Development Entity*), any Loss sustained or incurred by a Person that is not an Indemnified Party or the Development Entity.

"Threatened or Endangered Species" means any species listed by the USFWS as threatened or endangered pursuant to the Endangered Species Act, as amended, 16 U.S.C. §§ 1531 *et seq.* or any species listed as threatened or endangered pursuant to the Commonwealth endangered species act.

"TIFIA Commercial Terms" means commercial terms related to the TIFIA Loan, which shall include terms related to the ratio of Project Debt to Committed Investment, minimum and average coverage ratio requirements, restricted payment tests, tenor of the TIFIA Loan, basis for calculation of interest rate, reserve requirements, underwriting/advisor fees, commitment fees and eligible costs for the TIFIA Loan.

"TIFIA Loan" means a loan from the U.S. DOT pursuant to the Transportation Infrastructure Finance and Innovation Act of 1998, § 1501 *et seq.* of Public Law 105-178, as amended by the TEA 21 Restoration Act, Public Law 105-206 and the Safe, Accountable, Flexible, Effective Transportation Equity Act, A Legacy for Users, Public Law 109-59, codified as 23 U.S.C. §§ 601 *et seq.*, as further amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141.

"Time Impact Analysis" means a time impact analysis prepared in accordance with TP Section 3.4.12 (Time Impact Analysis) and based on the latest accepted Baseline Project Schedule.

"Traffic Control Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.20 (Traffic Control Manager).

"Traffic Control Plan" has the meaning set forth in TP Section 20.6.2 (Traffic Control Plan).

"Transferee" means any party as defined pursuant to PA Section 20.3.2.1 (*Standards and Procedures for Certain Department Approvals*).

"Transportation Management Plan" means the Development Entity's plan for transportation management and Incident response throughout the Term, as more particularly described in TP Section 20.6.1 (Transportation Management Plan).

"Type 1 Submittal" means any Submittal:

- (a) identified in the Submittal Packaging Requirements Database as a Type 1 Submittal; or
- (b) expressed to be subject to the review or comment of the Department; or

"Type 2 Submittal" means any Submittal:

- (a) identified in the Submittal Packaging Requirements Database as a Type 2 Submittal;

(b) expressed to be subject to acceptance by the Department, but is not a Type 3 Submittal

"Type 3 Submittal" means any Submittal identified in the Submittal Packaging Requirements Database as a Type 3 Submittal.

"Type I Differing Site Condition" means a subsurface or latent physical condition that is encountered at the Project Limits and differs materially from the conditions indicated in the Contract Documents.

"Type II Differing Site Condition" means a subsurface physical condition of an unusual nature at the Project Limits differing materially from those ordinarily encountered on and generally recognized as inherent in work of the character provided for in the Project Agreement.

"Type, Size and Location" means the "TS&L" as defined in Department Pub 15M, Part 4 Structures, Section 1.9.3.

"Undisputed Work" has the meaning set forth in PA Section 18.7.4.3 (*Dispute Resolution Procedures*).

"Unexpected Endangered Species" means the temporary, continual or habitual presence of Threatened or Endangered Species discovered within the Project Limits during the D&C Period.

"Unidentified Utility Facility" means any Utility present on the Existing Right of Way (but not as relates to Temporary Interests) as of the date such permanent real property rights (to comprise part of the Project Limits) are provided by the Department to the Development Entity, where such Utility was not reflected within the Utility Information, in each case excluding any Utility that:

- (a) was installed on a part of such portion of the Project Limits after access was granted to the Development Entity;
- (b) would have been discovered with a Reasonable Investigation; or
- (c) is a Service Line.

If any discrepancy exists between the information provided by one component of the Utility Information and that provided by any other component of the Utility Information, only the more accurate information shall be relevant for purposes of this definition.

"Useful Life" means, for an Element, the period following its first installation, or following its last reconstruction, rehabilitation, restoration, renewal or replacement, until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.

"User" means either (a) the traveling public and any others who use the Project, whether by motorized or nonmotorized vehicles, or on foot; or (b) the registered owner of a vehicle traveling on the Project or any portion thereof.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system for transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, a combined storm water and sanitary system, or other similar commodities, including wireless telecommunications, television transmission signals and publicly owned fire and police signal systems, which directly or indirectly serve the public. However, the term Utility excludes (a) streetlights and traffic signals, (b) ITS and IVHS (intelligent vehicle highway systems) facilities as well as any other

line, facility, or system that would otherwise meet this definition that is owned by the Department, and (c) facilities owned by any Railroad. The necessary appurtenances to each Utility facility shall be considered part of such Utility. Without limitation, any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line.

"Utility Adjustment" means each relocation (temporary or permanent), abandonment, or dormancy, Protection in Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, or modification of existing Utilities necessary to accommodate the Project or the Work; provided, however, that the term Utility Adjustment shall not refer to any of the Work associated with facilities owned by any Railroad. The Utility Adjustment Work for each crossing of the Project by a Utility that crosses the Project more than once shall be considered a separate Utility Adjustment. For any Utility installed longitudinally within the Project, the Utility Adjustment Work for each continuous segment of that Utility shall be considered a separate Utility Adjustment.

"Utility Adjustment Standards" means the standard specifications, standards of practice and construction methods that a Utility Owner customarily applies to facilities (comparable to those subject to a Utility Adjustment on account of the Project) constructed by the Utility Owner, or for the Utility Owner by its contractors, at its own expense.

"Utility Adjustment Work" means all efforts and costs necessary to accomplish the required Utility Adjustments during the Construction Period, including all design and construction Work, but excluding Utility Coordination and Investigation Work, whether provided by the Department, the Development Entity, or by the Utility Owners. For the avoidance of doubt, Utility Adjustment Work includes Work the Utility Owner incorporated into Utility Adjustment Work.

"Utility Clearance" means Department approval of any Development Entity-proposed Utility Adjustment Work in accordance with *Department Pub 16, Design Manual Part 4.2, Utility Clearance Procedures*.

"Utility Conditions to Assistance" has the meaning set forth in PA Section 7.5.4.2 (*Failure of Utility Owners to Cooperate*).

"Utility Coordination and Investigation Work" means design review, permitting, investigation, inspection, record-keeping and maintenance of records, and coordination with Utility Owners regarding Utilities, as relates to Utility Adjustment Work.

"Utility Enhancements" has the meaning set forth in PA Section 7.5.2 (*Utility Enhancements*).

"Utility Incorporated Work" means Utility Adjustment Work that is the subject of an incorporated work agreement between the Department and the relevant Utility Owner or is otherwise incorporated into the Construction Work and required to be performed by the Development Entity.

"Utility Information" means the information pertaining to Utility location provided by, or on behalf of, the Development Entity and identified within the approved Package Proposal.

"Utility Manager" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.12 (Utility Manager).

"Utility Owner" means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative Utilities, and municipalities and other Governmental Entities (including, without limitation, the Department)).

"Utility Owner Project" means the design and construction by or at the direction of a Utility Owner (including by the Development Entity) of a new Utility other than as part of a Utility Adjustment. Betterments are not Utility Owner Projects. Utility Owner Projects are entirely the financial obligation of the applicable Utility Owner.

"Utility Relocation Management System" means the Department's web-based Utility coordination management system.

"Utility Work Plan" means the plan prepared by the Development Entity in accordance with TP Section 3.3.18 (Utility Work Plan).

"Vibration and Movement Monitoring Plan" has the meaning set forth in TP Section 9.8.2 (Vibration and Movement Monitoring Plan).

"Vibration and Movement Monitoring Specialist" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.18 (Vibration and Movement Monitoring Specialist).

"Warranted Work" has the meaning set forth in PA Section 7.12.1 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*).

"Warranty" has the meaning set forth in PA Section 7.12.1 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*).

"Warranty Period" has the meaning set forth in PA Section 7.12.2 (*Warranties; Contractor Warranties and Correction of Defects; Correction of Nonconforming Work*).

"Waste Management Plan" means the plan described in TP Section 5.8.2 (Waste Management Plan).

"Water Quality Specialist" means the individual person who fills this Required Personnel role, as further described in TP Section 3.3.4.2.11 (Water Quality Specialist).

"Written Protest" has the meaning set forth in PA Section 18.7.2.1 (*Written Protest to Department*).

"Work" means all of the work and services required to be furnished and provided by the Development Entity, as well as all obligations of the Development Entity, under the Contract Documents, including Project all administrative, design, engineering, construction, supply, manufacturing, installation, environmental mitigation and management, Utility Adjustment (whether performed by the Development Entity or by the Utility Owner), utility accommodation, real property acquisition and other support services (including support services of procurement, legal, financial, and other professionals), ITS and ITS integration, supervision, management, testing, verification, labor, materials, equipment, maintenance (as required under the Project Agreement), cost reimbursement/payment, documentation, coordination, financing, and fulfillment of such other duties and performance of such other services as required in accordance with the Contract Documents. The Work excludes those efforts which such Contract Documents expressly specify will be performed by Persons other than Development Entity-Related Entities. The term "Work" may also be used to mean the products of the Work. For avoidance of doubt, the "Work" includes the Design Work, the Construction Work, the Administrative Work, the Maintenance Work, the Utility Adjustment Work, the Utility Coordination and Investigation Work, and all other work, services and obligations required to be furnished, performed and provided by the Development Entity under this Project Agreement.

"Work Zone" means the area of a Highway where construction, maintenance, or Utility Work activities are being conducted, and in which traffic control devices are required in accordance with 67 Pa. Code Ch. 212.

Exhibit 2

KEY PERSONNEL COMMITMENTS

The following constitute Key Personnel commitments for the Project:

Position	Individual Person
Development Entity's Project Manager	Sarah Schick
Design-Build Project Manager	Mike Docherty
Lead Design Manager/Design Lead	Andrew Thomas
Construction Manager	Maximo Serrano
Quality Assurance Manager (QAM)	Raymond J. Henney
Financing Manager	Jason Chun
Maintenance Manager	Dan Dennis

Exhibit 3

Parcel Acquisition Table

(Existing Right of Way and Proposed Right of Way)

Bridge	Anticipated Date/Duration for Right of Way Clearance Certification
I-81 Susquehanna	January 31, 2023
I-80 Nescopeck	N/A – All work is within existing right of way
I-78 Lenhartsville	December 31, 2022
I-80 Lehigh	12 to 18 months from Categorical Exclusion Approval and Final Right of Way Plan Approval
I-80 Canoe Creek	December 31, 2022
I-80 North Fork	9 to 12 months from Categorical Exclusion Approval and Final Right of Way Plan Approval

Parcel No.	Parcel Grouping	Acquired Date	Parcel Availability Date	Commonwealth Acquired	Development Entity Acquired

Exhibit 4

EARLY TERMINATION DATES AND TERMS FOR TERMINATION COMPENSATION

All Section references in this PA Exhibit 4 (*Early Termination and Terms for Termination Compensation*) are to the Sections of the Project Agreement unless expressly provided otherwise.

1. Termination for Convenience, Department Default or Suspension of Work

1.1 If the Project Agreement is terminated pursuant to PA Section 19.1 (*Termination for Convenience*) or the Development Entity exercises its right to terminate the PA pursuant to PA Section 19.3 (*Termination for Department Default or Suspension of Work*), the Early Termination Date shall be as specified in the applicable Notice of Termination, but in no event earlier than 30 days after the date such Notice of Termination is delivered.

1.2 If the Project Agreement is terminated pursuant to PA Section 19.1 (*Termination for Convenience*) or the Development Entity exercises its right to terminate the PA pursuant to PA Section 19.3 (*Termination for Department Default or Suspension of Work*), the Department shall pay compensation to the Development Entity in an amount equal to:

1. Project Debt (if incurred); plus
2. The net present value of the distributions, calculated by discounting all distributions projected in the Financial Model at the Equity IRR, to be made from the date on which each distribution was projected to be payable from the Early Termination Date to the end of the Full Term; plus
3. The Development Entity Employee and Contractor Breakage Costs; minus
4. Any Committed Investment which was never funded or provided by or on behalf of the Equity Members or their Affiliates in accordance with the Funding Agreements; minus
5. Cash Account Balances; minus
6. Any Deduction accrued prior to the Early Termination Date that were not taken into account in the calculation of any Availability Payment previously paid to the Development Entity by the Department; minus
7. Insurance Proceeds (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party) to the extent that such Insurance Proceeds were not used to repair or replace any portion of the Project or to satisfy a third party claim; minus
8. The portion of any lump sum amounts previously paid by the Department to the Development Entity under the Project Agreement as compensation for Extra Work Costs, Delay Costs, and Change in Costs not yet incurred or accounted for by the Development Entity relating to a Compensation Event that occurred prior to termination.

1.3 The Termination Compensation under Section 1.2 above shall be due and payable by the Department in immediately available funds within 60 days after:

1. The Collateral Agent provides the Department with a written statement as to the amount of Project Debt, with written documentation, required in good faith by the Department, to support such statement; and
2. The Development Entity provides the Department with a written statement as to the amounts payable and deductible pursuant to subsections 2 through 8 of Section 1.2 above, with written documentation, required in good faith by the Department, supporting such statement and a certification that such amounts are true and correct.

1.4 The Termination Compensation shall bear interest from the Early Termination Date, until the date paid, at an annual interest rate equal to the Development Entity's then weighted average cost of Project Debt (including Subordinate Debt, if any) and Committed Investment, assuming however, (a) non-default rates of interest, (b) a cost of Committed Investment other than Subordinate Debt (if any) equal to the Equity IRR, and (c) a cost of Subordinate Debt (if any) equal to the lesser of its non-default interest rate or the Original Equity IRR. Payments shall be applied first to accrued unpaid interest and second to the outstanding Termination Compensation amount.

2. Termination for Extended Relief Events, Insurance Unavailability or Court Ruling

2.1 If the Project Agreement is terminated pursuant to PA Section 19.4 (*Termination for Extended Relief Event or Permitted Closure, or Insurance Unavailability*), the Early Termination Date shall be 30 days after the date of acceptance of the conditional election to terminate pursuant to PA Section 19.4.3 (*The Development Entity Options upon Department Notice*). If the Project Agreement is terminated pursuant to PA Section 19.11 (*Termination by Court Ruling*), the Early Termination Date shall be set forth in the Formal Communication provided by the Department or the Development Entity, (whichever is first) pursuant to PA Section 19.11.2 (*Termination by Court Ruling*).

2.2 If the Project Agreement is terminated pursuant to PA Section 19.4 (*Termination for Extended Relief Event or Permitted Closure, or Insurance Unavailability*) or PA Section 19.11 (*Termination by Court Ruling*), as applicable, the Department shall pay compensation to the Development Entity calculated as follows (calculated at the Early Termination Date and without double-counting):

1. Project Debt (if incurred); plus
2. Amounts paid or provided by or on behalf of the Equity Members or their Affiliates in accordance with the Funding Agreements in the form of Committed Investment described in clause (a) of the definition thereof or in the form of Subordinate Debt up until the Early Termination Date, less any amounts actually received by the Equity Members or their Affiliates from the Development Entity as Distributions described in clause (a) of the definition thereof, provided if the amounts calculated pursuant to this subsection 2 are less than zero, then, for purposes of the calculation of the termination amount, they shall be deemed to be zero; plus
3. The Development Entity Employee and Contractor Breakage Costs; minus
4. Cash Account Balances; minus
5. Any Deduction accrued prior to the Early Termination Date which were not taken into account in the calculation of any Availability Payment paid to the Development Entity; minus

6. Insurance Proceeds (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party) to the extent that such Insurance Proceeds were not used to repair or replace any portion of the Project or to satisfy a third party claim; minus;
7. The portion of any lump sum amounts previously paid by the Department to the Development Entity under the Project Agreement as compensation for Extra Work Costs, Delay Costs, and Change in Costs not yet incurred or accounted for by the Development Entity relating to a Compensation Event that occurred prior to termination.

2.3 The Termination Compensation under Section 2.2 above shall be due and payable by the Department after:

1. The Collateral Agent provides the Department with a written statement as to the amount of Project Debt, with written documentation, required in good faith by the Department, to support such statement; and
2. The Development Entity provides the Department with a written statement as to the amounts payable and deductible pursuant to subsections 2 through 6 of Section 2.2 above, with written documentation, required in good faith by the Department, to support such statement and a certification that such amounts are true and correct.

2.4 Provided that the Department has received the statements and documentation set forth in Section 2.3 above, the Termination Compensation under Section 2.2 above shall be due and payable by the Department in immediately available funds no later than 60 days after receipt of the written statements and documentation referred to in Section 2.3 above.

2.5 The Termination Compensation shall bear interest from the Early Termination Date, until the date paid, at an annual interest rate equal to the Development Entity's then weighted average cost of Project Debt (including Subordinate Debt, if any) and Committed Investment, assuming however, (a) non-default rates of interest, (b) a cost of Committed Investment other than Subordinate Debt (if any) equal to the Equity IRR, and (c) a cost of Subordinate Debt (if any) equal to the lesser of its non-default interest rate or the Equity IRR. Payments shall be applied first to accrued unpaid interest and second to the outstanding Termination Compensation amount. Interest shall be due and payable (i) on the dates when interest is required to be paid to Lenders under the Funding Agreements if paid pursuant to Section 2.4(1) above, or (ii) on the date of payment of the Termination Compensation if paid pursuant to Section 2.4(2) above.

3. Termination for Development Entity Default

3.1 If the Project Agreement is terminated due to a Default Termination Event pursuant to PA Section 19.2 (*Termination for Development Entity Development*), the Early Termination Date shall be effective immediately upon delivery of Notice of Termination to the Development Entity and the Collateral Agent, or such other date as the Department may specify in the Notice of Termination.

3.2 Subject to Section 3.4 below, if the Project Agreement is terminated due to a Default Termination Event pursuant to PA Section 19.2 (*Termination for Development Entity Development*) **before** the Substantial Completion Date, then the Department shall pay compensation to the Development Entity (calculated at the Early Termination Date and without duplicative-counting) equal to the greater of:

1. The amount calculated as follows:

- (a) D&C Amount (without double counting (i.e., excluding the mobilization payment under PA Section 5.5 (*Mobilization Payment*) and the Milestone Payment); minus
- (b) Cost to Complete; minus
- (c) Any Deduction accrued prior to the Early Termination Date that has not been deducted from any Availability Payment; minus
- (d) Insurance Proceeds (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party) to the extent that such Insurance Proceeds were not used to repair or replace any portion of the Project or to satisfy a third party claim; minus; minus
- (e) The portion of any lump sum amounts previously paid by the Department to the Development Entity under the Project Agreement as compensation for Extra Work Costs, Delay Costs, and Change in Costs not yet incurred or accounted for by the Development Entity relating to a Compensation Event that occurred prior to termination; and

2. The amount calculated as follows:

- (a) 80% of Project Debt (if incurred); minus
- (b) Any Committed Investment which was never funded or provided by or on behalf of the Equity Members or their Affiliates in accordance with the Funding Agreements; minus
- (c) Cash Account Balances; minus
- (d) Any Deduction accrued prior to the Early Termination Date that has not been deducted from any Availability Payment; minus
- (e) Insurance Proceeds (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party) to the extent that such Insurance Proceeds were not used to repair or replace any portion of the Project or to satisfy a third party claim; minus
- (f) The portion of any lump sum amounts previously paid by the Department to the Development Entity under the Project Agreement as compensation for Extra Work Costs, Delay Costs, and Change in Costs not yet incurred or accounted for by the Development Entity relating to a Compensation Event that occurred prior to termination.

3.3 Subject to Section 3.4 below, if the Project Agreement is terminated due to a Default Termination Event pursuant to PA Section 19.2 (*Termination for Development Entity Development*) **on or after** the Substantial Completion Date, then the Department shall pay compensation to the Development Entity (calculated at the Early Termination Date and without duplicative-counting) calculated as follows:

- (a) 80% of Project Debt (if incurred); minus

- (b) Any Committed Investment which was never or provided by or on behalf of the Equity Members or their Affiliates in accordance with the Funding Agreements; minus
- (c) Cash Account Balances; minus
- (d) Maintenance Rectification Costs; minus
- (e) Any Deduction accrued prior to the Early Termination Date that has not been deducted from any Availability Payment; minus
- (f) Insurance Proceeds (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party) to the extent that such Insurance Proceeds were not used to repair or replace any portion of the Project or to satisfy a third party claim; minus
- (g) The portion of any lump sum amounts previously paid by the Department to the Development Entity under the Project Agreement as compensation for Extra Work Costs, Delay Costs, and Change in Costs not yet incurred or accounted for by the Development Entity relating to a Compensation Event that occurred prior to termination.

3.4 Notwithstanding any provision to the contrary if the Project Agreement is terminated due to a Default Termination Event and any Lender obtains New Agreements from the Department pursuant to Section 13.2 of any Direct Agreement, then no compensation shall be due to the Development Entity as the Lender will be continuing the Project under any such New Agreement.

3.5 Payment of the Termination Compensation is conditioned upon the Department's receipt of the following:

1. The Collateral Agent provides the Department with a written statement as to the amount of Project Debt, with written documentation, required in good faith by the Department, to support such statement; and
2. From the Development Entity, a written statement as to the amounts described in subsection 1 of Section 3.2 above, subsections 2(b), (c) and (e) of Section 3.2 above or subsections (b), (c), (d) and (f) of Section 3.3 above, as the case may be, with written documentation, required in good faith by the Department, to support such statement and a certification that such amounts are true and correct.

3.6 The Termination Compensation under Section 3.2 or 3.3 above, as applicable, shall be due and payable by the Department in immediately available funds not later than 60 days immediately following the date the Department receives the statements and documentation set forth in Section 3.5 above; provided, however, that if any Lender continues to have the option to obtain New Agreements from the Department pursuant to any Direct Agreement, then installments of the Termination Compensation shall not commence until the first Monthly Payment after the earlier of (a) the date the Department receives written waivers of all such options from all applicable Lenders, or (b) all such options expire without the Lenders having obtained a New Agreement.

3.7 The Termination Compensation shall bear interest from the Early Termination Date, until the date paid, at an annual rate equal to the Development Entity's then weighted average cost of Project Debt, excluding however, Subordinate Debt (if any) and assuming non-default rates of interest. Payments

shall be applied first to accrued unpaid interest and second to the outstanding Termination Compensation amount.

4. Termination for Failure of Financial Close

4.1 If the Project Agreement is terminated pursuant to PA Section 19.12 (*Termination for Failure of Financial Close*), the Department shall pay compensation to the Development Entity in an amount equal to (a) PDA Entity and the Development Entity's "Allowed Costs" (as such term is defined under the PDA) directly pertaining to the Project; plus (b) the Development Entity's documented, actual, reasonable, external costs and internal incurred costs (without overhead or profit) for Work authorized under the terms of this Project Agreement to be performed during the time period between the Effective Date and the Early Termination Date and under any limited notice to proceed issued pursuant to PA Section 3.3.3.3 (*Notice to Proceed 2*), and for such limited notice to proceed Work, solely to the extent of any authorized amounts identified therein.

4.2 For purposes of this Section 4, "external costs" means only those costs that are payable for work or services performed between the Effective Date and the Termination Date by Contractors, rating agencies, financial advisors, technical advisors, insurance advisors, and legal counsel that are not Equity Members, excluding, for clarity, any fees paid to Macquarie Capital (USA) Inc. solely for financial service advisory services actually performed for the Development Entity. "External costs" expressly excludes costs of work and services performed by, and the overhead costs of, the Development Entity and Equity Members.

4.3 Payment of the Termination Compensation is conditioned upon the Department's receipt from the Development Entity of a written statement as to the amounts payable pursuant to Section 4.1 above, with written documentation, required in good faith by the Department, sufficient to support such statement and a certification that such amounts are true and correct. Termination Compensation as provided in this Section 4 shall be due and payable no later than 60 days following the Department's receipt of the Development Entity's written statement as described in this Section 4.3.

Exhibit 5

FINANCING

(on following pages)

- Exhibit 5-1 Form of Direct Agreement
- Exhibit 5-2 Financial Plan
- Exhibit 5-3 Calculation and Payment of Refinancing Gain
- Exhibit 5-4 Financial Close Certificate
- Exhibit 5-5 Department Bringdown Certificate

Exhibit 5-1

FORM OF DIRECT AGREEMENT

THIS DIRECT AGREEMENT dated as of [____], 202[] (this "**Direct Agreement**"), is made by and [between]/[among] the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania ("**Department**"), Bridging Pennsylvania Developer I, LLC ("**Development Entity**") [and] [____] a [____] ("**Lender**") [and Lender's Collateral Agent or Indenture Trustee], as Trustee or Collateral Agent (in such capacity, together with its successors in such capacity, the "**Collateral Agent**") [for Lender] for the purpose of facilitating Lender's financing or Refinancing of the Project (as such term is defined below).

RECITALS

- A. The Department and the Development Entity have entered into that certain Public-Private Transportation Partnership Agreement (the "**Project Agreement**") for the "Package One" Major Bridges P3 Project (the "**Project**"), which Project Agreement contemplates the Development Entity obtaining financing or Refinancing for the Project from third parties.
- B. In order to enable the Development Entity, and to induce Lender, to provide certain financing or Refinancing necessary for the Project, Lender requires certain assurances from the Department regarding Lender's rights in the event of a default by the Development Entity.
- C. In reliance on this Direct Agreement, Lender has agreed to make available such financing or Refinancing facilities for the purpose of financing or Refinancing all or part of the Project.
- D. The execution of this Direct Agreement by the Department in favor of the Collateral Agent is a condition precedent to such financing or Refinancing facilities being made available to the Development Entity by Lender.
- E. The execution of this Direct Agreement by the Department in favor of the Collateral Agent is a condition precedent to Financial Close in accordance with PA Section 4.7.4.2e (*Conditions for the Benefit of the Development Entity*).

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, each of the Department, the Development Entity[,]/[and] [Lender] Collateral Agent hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms used and not otherwise defined and references used but not construed in this Direct Agreement have the respective meanings and constructions assigned to such terms in the Project Agreement. In addition, the following terms have the meanings specified below:

Collateral Agent has the meaning given to it in the Preamble.

Cure Period means:

- (a) with respect to a Development Entity Default set forth in a Department Notice that is curable by the payment of money to the Department, a period starting on the date of the receipt of such Department Notice and ending 60 days after the later of (i) Lender's receipt

of such Department Notice, or (ii) expiration of the Development Entity's cure period (if any) under the Project Agreement;

- (b) with respect to a Development Entity Default set forth in a Department Notice other than Incurable Development Entity Defaults and those under clauses (a) above and (c) below, a period starting on the date of the receipt of such Department Notice and ending 90 days after the later of (i) receipt of such Department Notice, or (ii) expiration of the Development Entity's cure period (if any) under the Project Agreement; and
- (c) with respect to a Development Entity Default set forth in a Department Notice, other than Incurable Development Entity Defaults, that by its nature is not capable of cure unless and until the Step-in Party, the Collateral Agent or a court receiver has possession and control of the Project, a period starting on the date of the receipt of such Department Notice and ending 180 days after the later of (i) receipt of such Department Notice, or (ii) expiration of the Development Entity's cure period (if any) under the Project Agreement: provided, however, that (A) during such cure period the Step-in Party cures all Development Entity Defaults which may be cured by the payment of money within the Cure Period under clause (a) above, (B) during such cure period the Step-in Party cures all Development Entity Defaults governed by clause (b) above within the Cure Period available under clause (b) above, and (C) within the later of (x) five days after expiration of the Development Entity's cure period, if any, and (y) 60 days after the Collateral Agent receives such Department Notice, the Step-in Party initiates and thereafter pursues with good faith, diligence and continuity lawful processes and steps to obtain possession and control of the Project. This Cure Period is subject to extension in accordance with Section 6.4 below.
- (d) Notwithstanding the foregoing, neither a Notice nor opportunity to cure shall be required for a Development Entity Default under PA Section 18.1.1.11 (*Development Entity Default*), or PA Section 18.1.1.12 (*Development Entity Default*).
- (e) In no case shall a Cure Period extend beyond the expiration of the Full Term.

Department has the meaning given to it in the Preamble.

Department Notice has the meaning given to it in Section 4.1 below.

Development Entity has the meaning given to it in the Preamble.

Direct Agreement has the meaning given to it in the Preamble.

Discharge Date means the date on which all of the obligations of the Development Entity under all Funding Agreements and Security Documents have been irrevocably discharged in full to the satisfaction of the Collateral Agent.

Event of Default means an "Event of Default" (or its terminological equivalent) as defined in the Funding Agreements for senior Project Debt.

Incurable Development Entity Default means a Development Entity Default under:

- (a) PA Section 18.1.1.3 (*Development Entity Default*) (missed Long Stop Date(s));
- (b) PA Section 18.1.1.7 (*Development Entity Default*) (wrongful transfer of the Development Entity's Interest; wrongful Equity Transfer or wrongful Change of Control);

(c) PA Section 18.1.1.9(a)(i) or (iv) (*Development Entity Default*) (certain debarment-type events); and

(d) PA Section 18.1.1.11 (*Development Entity Default*) or PA Section 18.1.1.12 (*Development Entity Default*).

Project has the meaning given to it in the Recitals.

Project Agreement has the meaning given to it in the Recitals.

Project Debt Default means an Event of Default or any event or circumstance specified in such Funding Agreements for any senior Project Debt that would (with the expiration of a grace period, the giving of notice, the lapse of time, the making of any determination under the Funding Agreement or any combination of any of the foregoing) be an Event of Default.

Lender has the meaning given to it in the Preamble.

Lender Notice has the meaning given to it in Section 5.1 below.

Revival Date has the meaning given to it in Section 12.1 below.

Step-in Date has the meaning given to it in Section 8 below.

Step-in Party has the meaning given to it in Section 7.2 below.

Step-in Notice has the meaning given to it in Section 7.1 below.

Step-in Period means the period from and including the Step-in Date until the earliest of:

- (a) the Substitution Effective Date;
- (b) the Step-out Date;
- (c) the date of termination of the Project Agreement by the Department in accordance with the Project Agreement and this Direct Agreement;
- (d) expiration of the applicable Cure Period without cure of Development Entity Default to which it relates, and
- (e) the date an Incurable Development Entity Default occurs,

provided, however, that if there occurs a preceding Incurable Development Entity Default, there shall be no Step-in Period.

Step-out Date means the effective date a Step-in Party designates for ceasing its step-in as set forth in any Step-out Notice served by the Step-in Party pursuant to Section 9 below.

Step-out Notice has the meaning given to it in Section 9 below.

Substituted Entity has the meaning given to it in the Project Agreement.

Substitute Accession Agreement means the agreement to be entered into by a Substituted Entity pursuant to Section 11.1 below.

Substitution Effective Date has the meaning given to it in Section 11.1 below.

Substitution Notice has the meaning given to it in Section 10.1 below.

1.2 Interpretation

Unless the context otherwise clearly requires:

- (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
- (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (c) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- (d) the word "will" shall be construed to have the same meaning and effect as the word "shall";
- (e) any reference herein to any Person, or to any Person in a specified capacity, shall be construed to include such Person's successors and permitted assigns or such Person's successors in such capacity, as the case may be;
- (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Direct Agreement in its entirety and not to any particular provision hereof;
- (g) all references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to this Direct Agreement, unless otherwise specified herein. Any Schedules to this Direct Agreement are an integral part hereof. The provisions of this Direct Agreement shall prevail over the provisions of any Schedules to the extent of any inconsistency;
- (h) the headings used in this Direct Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Direct Agreement;
- (i) references herein to this Direct Agreement or to any other agreement or document relating to the Project includes a reference to this Direct Agreement, or, as the case may be, such other agreement or document as amended from time to time;
- (j) "winding-up", "liquidation", "dissolution", "insolvency", "adjustment" or "reorganization" of a Person and references to the "liquidator", "assignee", "administrator", "receiver", "custodian", "conservator", "sequestrator" or "trustee" of a Person shall be construed so as to include any equivalent or analogous proceedings or, as the case may be, insolvency representatives or officers under the law of the jurisdiction in which such Person is incorporated, organized or constituted or any jurisdiction in which such Person or, as the case may be, insolvency representative or officer carries on business including the seeking of winding up, liquidation, dissolution, reorganization, administration, arrangement, adjustment or relief of debtors; and
- (k) any definition or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to

time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in such agreement, instrument or other document).

2. REPRESENTATIONS AND WARRANTIES

2.1 The Department represents and warrants to the Collateral Agent that:

- (a) **Organization; Power and Authority.** The Department is an agency of the Commonwealth of Pennsylvania, and the Department has the power and authority to execute and to deliver this Direct Agreement and the Contract Documents, and to perform all of the obligations of the Department hereof and thereof.
- (b) **Authorizations, Enforceability.** This Direct Agreement and the Contract Documents have been duly authorized by the Department, and this Direct Agreement and each Contract Document constitutes a legal, valid and binding obligation of the Department enforceable against the Department in accordance with its terms, subject only to the effect of (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (c) **No Default.** There is no Department Default; the Department is not aware of any Development Entity Default that has not yet been cured, and there exists no event or condition of which the Department is aware that would, with the giving of notice or passage of time or both, constitute such a Development Entity Default or Department Default.
- (d) **Initial Funding Agreements and Security Documents.** The Department acknowledges and agrees that the documents referred to in Schedule B attached hereto are deemed to constitute Initial Funding Agreements and Initial Security Documents for purposes of the Project Agreement.
- (e) **No Breach.** The execution and delivery by the Department of this Direct Agreement and each Contract Document, and the performance by the Department of its obligations hereunder and thereunder, will not breach any Laws applicable to the Department that are valid and in effect on the date of execution and delivery and that would have a material adverse affect on the performance of any of the Department's obligations under this Direct Agreement and each Contract Document.
- (f) **No Litigation.**
 - (i) The Department acknowledges the Existing Litigation (as defined in clause (ii) below), and notwithstanding the Existing Litigation, there is no action, suit, proceeding, investigation, or litigation pending, nor, as of the date hereof, has the Department received express notice from any person of such person's intent to initiate litigation that challenges or that does or could reasonably be expected to challenge (a) the ability of the Department to perform its obligations under this Direct Agreement or any Contract Document; (b) the Department's power and authority to execute and deliver this Direct Agreement or any Contract Document or to perform its obligations hereunder or thereunder; (c) the validity or enforceability of this Direct Agreement or any Contract Document; or (d) the authority of the Department representative(s) executing this Direct Agreement or any Contract Document.

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11/29/2022

- (ii) Judge Ellen Ceisler issued an opinion, filed June 30, 2022 at Docket Entry No. 404 M.D. 2021, in the litigation styled as South Fayette Township, Bridgeville Borough, and Collier Township v. Pennsylvania Department of Transportation, Public-Private Transportation Partnership (P3 Board) and Yassmin Gramian, P.E, in their official capacity as Chairperson of the P3 Board (the “Existing Litigation”) (and related judicial decisions), which declared the Project void ab initio. Subsequently, the General Assembly enacted Act 84 of 2022, approved by the Governor of the Commonwealth on July 11, 2022, which by its terms, authorized the Project. As such, this Agreement (and the obligations of PennDOT hereunder) are fully enforceable against PennDOT, and PennDOT is fully authorized and empowered to perform its obligations under this Agreement and direct the PDA Entity’s recommencement of the PDA Work under this Agreement).

2.2 The Development Entity represents and warrants to the Department and the Collateral Agent that:

- (a) **Organization: Power and Authority.** The Development Entity is a limited liability company duly organized validly existing and in good standing under the laws of the State of Delaware, is registered to transact business in the Commonwealth of Pennsylvania, and has all requisite power and authority to conduct, execute, deliver and perform its obligations under the Project Agreement and this Direct Agreement.
- (b) **Authorization: No Conflicts.** The execution, delivery and performance by the Development Entity of this Direct Agreement has been duly authorized by all necessary corporate action, and does not and will not (a) require any consent or approval of the Development Entity's board of directors, shareholders, members, or any other Person that has not been obtained, (b) violate any provision of the Development Entity's organizational documents or any Law, order, writ, judgment, injunction, decree or award having applicability to the Development Entity, or (c) result in a breach of or constitute a default under any agreement to which the Development Entity is a party.
- (c) **Enforceability.** This Direct Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Development Entity enforceable against the Development Entity in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally.
- (d) **No Default.** There is no Development Entity Default, the Development Entity is not aware of any Department Default, and there exists no event or condition of which the Development Entity is aware that would, with the giving of notice or passage of time or both, constitute a Development Entity Default or a Department Default.
- (e) **Purpose of Loan.** The purposes of the Project Debt evidenced and secured by the Funding Agreements and Security Documents are solely for the purposes set forth in PA Section 4.3 (*Mandatory Terms of Project Debt, Funding Agreements and Security Documents*).
- (f) **Initial Funding Agreements and Security Documents.** Schedule B lists all the Initial Funding Agreements and Initial Security Documents.
- (g) **Compliance with Mandatory Requirements.** The Funding Agreements and the Security Documents comply with the provisions of PA Section 4.3 (*Mandatory Terms of Project Debt, Funding Agreements and Security Documents*).

2.3 The Collateral Agent represents and warrants to the Department and the Development Entity that:

- (a) The Collateral Agent is a [] duly organized, validly existing and in good standing under the laws of the [], and has all requisite power and authority to conduct, execute, deliver and perform its obligations under this Direct Agreement.
- (b) This Direct Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Collateral Agent enforceable against the Collateral Agent in accordance with its terms, except as enforceability may be limited by general principles of equity and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally.

3. AGREEMENTS AND CONSENT TO SECURITY; NOTICES TO DEPARTMENT

3.1 The Department acknowledges notice and receipt of the Funding Agreements and the Security Documents, and, notwithstanding anything in the Project Agreement to the contrary, but in reliance on the Development Entity's and Collateral Agent's representations and warranties, consents to the assignment of and grant of security interest by the Development Entity to the Collateral Agent of all of the Development Entity's Interests pursuant to the terms and provisions of, the Security Documents (including any such rights, title and interests in, to, or derived from payments made by the Department to the Development Entity thereunder), the Key Contracts, the Performance Security and the Insurance Policies.

3.2 If the Security Documents listed in Schedule B include a pledge of equity interests in the Development Entity held by initial Equity Members, the Department acknowledges notice and receipt of such Security Documents, and in reliance on the Development Entity's and Collateral Agent's representations and warranties, consents to the granting by each of the initial Equity Members to the Collateral Agent of a security interest in such equity interests in the Development Entity pursuant to the terms and provisions of such Security Documents.

3.3 In reliance on the Development Entity's and Collateral Agent's representations and warranties, the Department agrees that the assignment of, and the grant of the security interest in over, all of the Development Entity's Interest pursuant to the Security Documents, the grant of the security interest by each initial Equity Member in its equity interests in the Development Entity pursuant to the Security Documents, the grant of all other security interests set out in the Security Documents, the execution by the Development Entity and the Department of this Direct Agreement and the performance of their respective obligations hereunder and the enforcement by the Collateral Agent of its rights under the Security Documents, in each case, shall neither constitute a Development Entity Default, Default Termination Event or any other breach by the Development Entity of the Contract Documents nor would, with the giving of notice or lapse of time or both, constitute a Development Entity Default, Default Termination Event or any other breach by the Development Entity of the Contract Documents, nor require the consent of the Department, other than as provided herein.

3.4 Collateral Agent shall deliver to the Department together with delivery to the Development Entity or any other Person, every notice of election to sell, notice of sale or other notice under any requirement of Law or of any Funding Agreement in connection with the exercise of remedies under this Direct Agreement or any other Funding Agreement. The Collateral Agent agrees to be bound by the provisions of PA Section 4.3.7 (*Mandatory Terms of Project Debt, Funding Agreements and Security Documents*).

3.5 The Department acknowledges and confirms that the Funding Agreements and Security Documents do not conflict with any of the terms, conditions, or restrictions contained in PA Section 4.3 (*Mandatory Terms of Project Debt, Funding Agreements and Security Documents*) and that the indebtedness under such Funding Agreements and Security Documents constitutes "Project Debt" for all purposes of the Contract Documents.

4. DEPARTMENT NOTICE OF TERMINATION AND EXERCISE OF REMEDIES

4.1 Except as provided otherwise in Section 12.2 below, the Department shall give the Collateral Agent written notice (a "**Department Notice**") promptly upon giving Notice to the Development Entity of:

- (a) a Development Entity Default (other than those for which Notice is not required under the definition of "Cure Period" above);
- (b) the Department's right to terminate, or the Department's election to terminate, the Project Agreement under PA Section 18.3.1 (*Termination*) and PA Section 19.2 (*Termination for Development Entity Default*);
- (c) the Department's exercise of any rights under PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) (except under PA Section 18.3.9.5 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*)), PA Section 18.3.2 (*Step-in Rights*) or PA Section 18.3.6.1 (*Suspension of Work*); or
- (d) the Department's right (where applicable) to suspend its performance (including in connection with any insolvency or bankruptcy proceeding in relation to the Development Entity) under the Project Agreement.

4.2 A Department Notice shall specify:

- (a) The unperformed obligations of the Development Entity under the Project Agreement that are the grounds for termination of the Project Agreement, or for suspension of performance or for exercise of the other rights all as referred to in PA Section 18.3.6.1 (*Suspension of Work*), PA Section 18.3.9 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*) (except under PA Section 18.3.9.5 (*Remedies for Failure to Meet Safety Standards or Perform Safety Compliance*)), PA Section 18.3.2 (*Step-in Rights*), PA Section 18.3.1 (*Termination*) and PA Section 19.2 (*Termination for Development Entity Default*) in detail sufficient to enable the Collateral Agent to assess the scope and amount of any liability of the Development Entity resulting therefrom;
- (b) To the extent known to the Department, all amounts due and payable by the Development Entity to the Department under the Project Agreement on or before the date of such Department Notice and which remain unpaid at such date and the nature of the Development Entity's obligation to pay such amounts; and
- (c) The estimated amount of the Development Entity's payment obligation to the Department that the Department reasonably foresees will arise during the applicable Cure Period.

4.3 Upon the Collateral Agent's request made not more frequently than monthly, the Department shall update the statements and information in its Department Notice.

4.4 Following receipt of a Department Notice in connection with a Development Entity Default where (A) the cure period (if any) has expired for the Development Entity's remedy under the Project Agreement or (B) where the Department has elected to terminate the Project Agreement, the Collateral Agent shall have the rights set forth in Section 6.2 and the right to deliver to the Department a Step-in Notice as provided in Section 7 below.

5. LENDER NOTICE; PAYMENTS TO COLLATERAL AGENT

5.1 The Collateral Agent shall give the Department written notice (a "**Lender Notice**"), with a copy to the Development Entity, promptly upon becoming aware of the occurrence of any Project Debt Default or Event of Default (whether or not a Department Notice has been served relating to the same event).

5.2 The Collateral Agent shall specify in any Lender Notice the circumstances and nature of the Project Debt Default or Event of Default to which the Lender Notice relates.

5.3 The Department shall, following receipt of a Lender Notice relating to an Event of Default and until further notification from the Collateral Agent, pay to an account designated by the Collateral Agent in the Lender Notice any payments required to be made by the Department to the Development Entity under the Project Agreement, including any termination compensation required to be paid to the Development Entity under the Project Agreement, but subject to all rights, defenses, adjustments, deductions and offset respecting payment available to the Department under the Project Agreement. The Collateral Agent shall provide to the Department the following information: (a) the individual responsible for administering the account, including his or her position, (b) the mailing address of such individual, and (c) the telephone, fax and e-mail address of such individual.

5.4 All sums paid as provided in Section 5.3 above shall be deemed paid to the Development Entity under the Project Agreement. The Department shall have no liability, whatsoever, for any delay in processing any payment request pursuant to Section 5.3 above, provided that such delay does not extend 14 Business Days beyond the date of the Department's certified, return-receipt or registered mail receipt of the Lender Notice. In no event shall any payment be due to the Collateral Agent earlier than it is due under the Project Agreement.

5.5 the Development Entity and the Collateral Agent agree that any payment made in accordance with Section 5.3 above shall constitute a complete discharge of the Department's relevant payment obligations to the Development Entity. The Department shall have the unconditional right to rely upon any Lender Notice purported to be signed and delivered by or for the Collateral Agent, without the Department obligation or liability to ascertain or investigate its authenticity, truth or accuracy.

5.6 The Collateral Agent shall promptly provide Notice to the Department of any decision to accelerate amounts outstanding under the Funding Agreements or to exercise any enforcement remedies under the Funding Agreements.

5.7 The Collateral Agent's or Lender's exercise of any right it may have pursuant to the Security Documents to assign, transfer or otherwise dispose of any right, title or interest it may have in, or obligations it may have pursuant to, the Security Documents, shall be subject to compliance with the requirements of PA Section 4.4 (*Refinancing*) to the extent such exercise of rights would constitute a Refinancing.

6. LIMITATIONS ON DEPARTMENT REMEDIES DURING CURE PERIOD; CURE PERIOD EXTENSION

6.1 Prior to the expiration of any applicable Cure Period and for any period during which the Department has not delivered a Department Notice where the Department is required to do so under this Agreement, the Department agrees not (a) to terminate or give notice of termination of the Project Agreement under PA Section 19.2 (*Termination for Development Entity Default*), (b) suspend its performance under the Project Agreement, unless the grounds for suspension arose during the Cure Period, or (c) take or support any legal action, whether directly or indirectly, for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Development Entity or for the composition or readjustment of the Development Entity's debts, or any similar insolvency procedure in

relation to the Development Entity, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator, or similar official for the Development Entity or for any part of the Development Entity's Interest; provided that the Department shall not be prevented from (x) taking any such action on a Revival Date with respect to any prior Development Entity Default, or (y) exercising any other rights and remedies available to the Department under the Contract Documents with respect to the subject Development Entity Default or any other breach by the Development Entity of the Contract Documents.

6.2 If:

- (a) The Department exercises any step-in rights under PA Section 18.3.2 (*Step-In Rights*) or suspension rights under PA Section 18.3.6 (*Suspension of Work*),
- (b) The Collateral Agent delivers a Step-in Notice; and
- (c) There does not exist and does not occur any Incurable Development Entity Default;

then, the Department shall cease exercising its step-in and suspension rights at such time as:

- (i) The Step-in Party obtains possession or control of the Project from the Development Entity;
- (ii) The Collateral Agent notifies the Department that the Step-in Party stands ready to immediately commence good faith, diligent curative action; and
- (iii) The Department is fully reimbursed for the Department Recoverable Costs in connection with the Department's performance of any act or Work authorized by PA Section 18.3.2 (*Step-In Rights*).

6.3 Except if there exists an Incurable Development Entity Default, after delivery of any Lender Notice or during any Cure Period, regardless of whether a Step-in Notice has been delivered, the Collateral Agent shall have the right (but shall have no obligation), at its sole option and discretion, to perform or arrange for the performance of any act, duty, or obligation required of the Development Entity under the Project Agreement, or to cure any default of the Development Entity thereunder at any time (whether or not a Default Termination Event has occurred or been declared), which performance by the Collateral Agent shall be accepted by the Department in lieu of performance by the Development Entity and in satisfaction of the Development Entity's obligations under the Project Agreement. To the extent that any default of the Development Entity under the Project Agreement is cured or any payment liabilities or performance obligations of the Development Entity are performed by the Collateral Agent during the Cure Period, such action shall discharge the relevant liabilities or obligations of the Development Entity to the Department, and, if applicable, the Department shall no longer have the right to suspend its performance under the Project Agreement where such suspension was exercised in connection with such default, liability, or obligation so remedied or discharged.

6.4 If the Collateral Agent or another Step-in Party (a) shall have succeeded to the Development Entity's Interest and obtained possession in accordance with the terms of this Direct Agreement, (b) shall have delivered to the Department within 15 Business Days after obtaining possession and control a Substitute Accession Agreement in accordance with Section 11 below, and (c) shall have thereafter diligently and with continuity cured all Development Entity Defaults which are capable of being cured through possession, then the Collateral Agent or other Step-in Party shall have time after it obtains possession as may be necessary with exercise of good faith, diligence and continuity to cure such Development Entity Default or perform such condition, in any event not to exceed 180 days after the date

it obtains possession, and the Cure Period shall be extended accordingly, provided that in no event shall the Term be extended.

7. STEP-IN NOTICE

7.1 Upon the issuance of a Lender Notice or a Department Notice, except for an Incurable Development Entity Default, the Collateral Agent may give a written notice (a "**Step-in Notice**") under this Section 7 to the Department at any time during the Cure Period in the case of the issuance of a Department Notice or at any time following the receipt by the Department of a Lender Notice.

7.2 The Collateral Agent shall nominate, in the Step-in Notice, (a) the Collateral Agent, a Lender or any of their respective Affiliates (including any entity that is wholly owned by a Lender or group of Lenders), or (b) any other Person approved by the Department, which approval shall be given if such Person is approved by the Department as a Substituted Entity in accordance with Section 10 below, and the person so nominated being referred to as the "Step-in Party."

7.3 The Department shall have the unconditional right to rely upon any Step-in Notice purported to be signed and delivered by or for the Collateral Agent, without the Department obligation or liability to ascertain or investigate its authenticity, truth or accuracy.

8. RIGHTS AND OBLIGATIONS ON STEP-IN

8.1 On and from the date of the receipt of the Step-in Notice and the approval of the Department to the appointment of the Step-in Party if required by Section 7.2 above ("**Step-in Date**") and during the Step-in Period, the Step-in Party shall be entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to a Step-in Party under this Direct Agreement.

8.2 Without prejudice to Section 12 below (Revival of Remedies), unless there exists an Incurable Development Entity Default, from and after commencement of any applicable Cure Period and during the applicable Step-in Period, the Department shall:

- (a) not terminate or give Notice terminating the Project Agreement under PA Section 18.3.1 (*Termination*) or PA Section 19.2 (*Termination for Development Entity Default*) (Termination for Development Entity Default) unless such Cure Period shall expire without cure of Development Entity Default to which it relates or the grounds for termination or giving Notice of Termination or otherwise exercising its rights under PA Section 19.2 (*Termination for Development Entity Default*) in accordance with such section are a subsequent Development Entity Default, subject to the Cure Period applicable to such subsequent Development Entity Default;
- (b) not suspend its performance (including in connection with any insolvency, bankruptcy, or similar proceeding in relation to the Development Entity) under the Project Agreement unless such Cure Period shall expire without cure of Development Entity Default to which it relates or the grounds for suspension of performance are failure by the Step-in Party to perform the Development Entity's obligations under the Project Agreement (other than Development Entity Default to which such Cure Period relates), subject to the Cure Period applicable to such failure, or unless the Project Agreement has been rejected;
- (c) not take or support any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Development Entity or for the composition or readjustment of the Development Entity's debts, or any similar insolvency procedure in relation to the Development Entity, or for the appointment of a receiver, Trustee, custodian,

sequestrator, conservator, liquidator, administrator or similar official for the Development Entity or for any part of the Development Entity's Interest;

- (d) continue to make payments pursuant to Section 5.3 above; and
- (e) endorse over as may be directed by the Collateral Agent any checks received by the Department with respect to any surety bonds required under the Project Agreement; provided that the Collateral Agent reimburse the Department for any Losses incurred by the Department in attempting to cure Development Entity Default as and to the extent: (i) the Department is entitled to such reimbursement pursuant to the Project Agreement; (ii) the Department has promptly notified the Collateral Agent of such Losses at or prior to the time of endorsement, and (iii) the Collateral Agent's obligation to reimburse the Department for such Losses does not exceed the proceeds from any such security.

8.3 The Department, Collateral Agent and the Development Entity agree that:

- (a) the performance by the Department in favor of either the Step-in Party or the Development Entity shall be a good and effective discharge of the Department's obligations under this Direct Agreement and the Project Agreement;
- (b) The Department's receipt of performance from either the Step-in Party or the Development Entity shall be a good and effective discharge of the Development Entity's corresponding obligations under the Project Agreement;
- (c) the Collateral Agent shall be entitled at any time by Notice to the Department to direct (such direction being binding on the Collateral Agent, the Department and the Development Entity) that, at all times during the Step-in Period, the Step-in Party shall be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payments or otherwise to deal with the Department under the Project Agreement. The Department shall be entitled to conclusively rely on any such decisions, directions, approvals or consents, without any duty whatsoever to ascertain or investigate the validity thereof, and any such decisions, directions, approvals or consents shall be as binding on the Development Entity as if made or given by the Development Entity itself;
- (d) any amount due from the Development Entity to the Department under the Project Agreement or this Direct Agreement as of the Step-in Date, and with respect to which such Step-in Party has been notified of prior to the Step-in Date, shall be paid to the Department on the Step-in Date, failing which the Department shall be entitled to exercise its rights under the Project Agreement with respect to the amount so due and unpaid; and
- (e) the Development Entity shall not be relieved from any of its obligations under the Project Agreement, whether arising before or after the Step-in Date, by reason of the Step-in Party exercising the rights provided herein, except to the extent provided in Section 6.3 above and Section 9 below.

9. STEP-OUT

A Step-in Party may, at any time, by giving not less than 30 days' prior written notice ("**Step-out Notice**") to the Department, terminate its obligations to the Department under this Direct Agreement respecting the event giving rise to the Step-in Notice, in which event such Step-in Party shall be released from all obligations under this Direct Agreement respecting the event giving rise to the Step-in Notice, except for any obligation or liability of the Step-in Party arising on or before the effective date set forth in the Step-

out Notice. The obligations of the Department to the Step-in Party under this Direct Agreement respecting the event giving rise to the Step-in Notice shall also terminate upon the effective date set forth in the Step-out Notice. If the Step-in Party giving the Step-out Notice is a Substituted Entity that is not a Lender, then such Step-in Party shall be released from all obligations under this Direct Agreement arising from and after the effective date contained in the Step-out Notice and its relinquishment of possession and control of the Project.

10. SUBSTITUTION PROPOSAL BY THE LENDERS

10.1 The Collateral Agent may give a notice ("**Substitution Notice**") under this Section 10 in writing to the Department at any time:

- (a) during any Cure Period;
- (b) during any Step-in Period; or
- (c) after delivery of a Lender Notice.

10.2 In any Substitution Notice, the Collateral Agent shall provide Notice to the Department that it intends to designate a Substituted Entity.

10.3 The Collateral Agent shall, as soon as practicable, provide to the Department the information, evidence and supporting documentation regarding the proposed Substituted Entity and any third party entering into a material subcontract with such Substituted Entity, including:

- (a) the name and address of the proposed Substituted Entity and its proposed Key Contractors;
- (b) the names of the proposed Substituted Entity's shareholders or members and the share capital or partnership or membership interests, as the case may be, held by each of them;
- (c) the manner in which it is proposed to finance the proposed Substituted Entity in its performance of the balance of the Work and the extent to which such financing is committed;
- (d) copies of the proposed Substituted Entity and its proposed Key Contractors' most recent financial statements (and if available such financial statements shall be for the last three financial years) or in the case of a newly-formed special purpose company its opening balance sheet;
- (e) a copy of the proposed Substituted Entity's and its proposed Key Contractors' formation documents, and other evidence of each of their organization and authority, including organizational documents, resolutions and incumbency certificates;
- (f) details of the resources available to the proposed Substituted Entity and its proposed Key Contractors, and the appropriate qualifications, experience and technical competence available to the proposed Substituted Entity and its proposed Key Contractors to enable the proposed Substituted Entity to perform the obligations of the Development Entity under the Project Agreement;
- (g) the names of the proposed Substituted Entity's and its proposed Key Contractors' directors/managers/members and any key personnel who will assume substantially-similar roles as the Key Personnel and otherwise have responsibility for the day-to-day management of its participation in the Project;

- (h) disclosure of any actual or potential conflicts of interest of the proposed Substituted Entity and its proposed Key Contractors; and
- (i) all certificates, including certificates regarding debarment or suspension, forms, statements, representations and warranties and opinion(s) of counsel that the Department may reasonably request, signed by the proposed Substituted Entity and, where applicable, proposed Key Contractors, in each case not at the Department's cost or expense.

10.4 The Department shall not be required to give its approval to the proposed Substituted Entity if:

- (a) the proposed Substituted Entity and its contractors do not collectively have the financial resources, qualifications and experience to timely perform the Development Entity's obligations under the Contract Documents;
- (b) the proposed Substituted Entity and its contractors are not in compliance with the Department's rules, regulations and adopted written policies regarding organizational conflicts of interest;
- (c) there are unremedied breaches under the Project Agreement and there is no rectification plan reasonably acceptable to the Department with respect to the breaches which are capable of being cured by the Substituted Entity; or
- (d) any proposed security interests to be granted by the proposed Substituted Entity to the Collateral Agent or Lender in addition to (or substantially different from) the security interests granted to the Collateral Agent or Lender under the Initial Funding Agreements or Initial Security Documents materially and adversely affect the ability of the Substituted Entity to perform the Development Entity's obligations under the Contract Documents or have the effect of increasing any liability of the Department, whether actual or potential (unless a Rescue Refinancing is concurrently proposed, in which case the Project Debt may increase by up to 10%).

10.5 If the Department fails to give its approval within 60 days after the date on which the Department has confirmed it has received the information specified in Section 10.3 above with respect to any proposed Substituted Entity, or any extension thereof by mutual agreement of the Department and the Collateral Agent, then the approval of the Department shall be deemed to have been given.

11. SUBSTITUTION

11.1 If the Department approves (or is deemed to have approved) a Substitution Notice pursuant to Section 10 above, then the Substituted Entity named therein shall execute a duly completed Substitute Accession Agreement substantially in the form attached hereto as Schedule A and submit it to the Department (with a copy thereof to the other parties to this Direct Agreement). The assignment set forth in the Substitute Accession Agreement shall become effective on and from the date on which (a) the Collateral Agent or the Substituted Entity lawfully succeeds to all the Development Entity's Interest through exercise of foreclosure rights and actions on security interests or through transfer from the Development Entity in lieu of foreclosure, (b) the Department receives all payments described in Section 11.4 below, and (c) the Department countersigns the Substitute Accession Agreement (the "**Substitution Effective Date**"), or the date that is 10 days after the date the Department receives the completed Substitute Accession Agreement if the Department fails to sign the Substitute Accession Agreement.

11.2 As of the Substitution Effective Date:

- (a) such Substituted Entity shall become a party to the Contract Documents and this Direct Agreement in place of the Development Entity;
- (b) all of the Development Entity's obligations and liabilities under the Contract Documents and under this Direct Agreement arising from and after the Substitution Effective Date shall be immediately and automatically transferred to the Substituted Entity, without release of the Development Entity from any such obligations and liabilities to the Department. Notwithstanding the foreclosure or other enforcement of any security interest created or perfected by any Funding Agreement or Security Document, and notwithstanding occurrence of the Substitution Date, the Development Entity shall remain liable to the Department for the payment of all sums owing to the Department under the Project Agreement and for the performance and observance of all of the Development Entity's covenants and obligations under the Project Agreement;
- (c) such Substituted Entity shall exercise and enjoy the rights and perform the obligations of the Development Entity under the Contract Documents and this Direct Agreement, and
- (d) the Department shall owe its obligations (including any undischarged liability with respect to any loss or damage suffered or incurred by the Development Entity prior to the Substitution Effective Date) under the Contract Documents and this Direct Agreement to such Substituted Entity in place of the Development Entity, subject to the Department's right to offset any losses or damages suffered or incurred by the Department as provided under the Project Agreement, which when such obligations are performed by the Department shall be, and be deemed to be, a release by the Development Entity of its entitlement to such performance.

11.3 The Department shall use its reasonable efforts to facilitate the transfer to the Substituted Entity of the Development Entity's obligations under the Project Agreement and this Direct Agreement.

11.4 The Substituted Entity shall pay to the Department within 30 days after the Substitution Effective Date any amount due to the Department under the Project Agreement and this Direct Agreement, including the Department's reasonable costs and expenses incurred in connection with (a) the Development Entity's default and termination, (b) the Department's activities with respect to the Project during any period the Department was in possession of the Project, and (c) the approval of the Substituted Entity, all as of the Substitution Effective Date and only those costs and expenses with respect to which such Substituted Entity was provided notice prior to the Substitution Effective Date.

11.5 The occurrence of the Substitution Effective Date shall not extinguish prior Development Entity Defaults that remain uncured, and the Department shall continue to have all rights and remedies available under the Project Agreement with respect to such Development Entity Defaults, including any applicable termination rights, subject to (a) the limitations on the Department's exercise of such rights and remedies set forth in this Direct Agreement during any applicable Cure Period that continues after the Substitution Effective Date, and (b) Section 13 below.

11.6 As of the Substitute Effective Date, the Department shall enter into an equivalent direct agreement on substantially the same terms as this Direct Agreement, save that the Development Entity shall be replaced as a party by the Substituted Entity.

12. REVIVAL OF REMEDIES; INCURABLE DEVELOPMENT ENTITY DEFAULT

12.1 If:

- (a) a Department Notice has been given;
- (b) the grounds for such Department Notice are continuing and have not been remedied or waived; and
- (c) the Step-in Period ends without cure of Development Entity Defaults that were the subject of Department Notice,

then, from and after the date such Step-in Period expires (the "**Revival Date**"), the Department shall be entitled, subject to the other rights during any Cure Period set forth in Article 6 above where such Cure Period has not yet ended:

- (i) except as provided otherwise in Section 6.4 above, to act upon any and all grounds for termination or suspension available to it in relation to the Project Agreement with respect to defaults under the Project Agreement not remedied or waived;
- (ii) to pursue any and all claims and exercise any and all remedies against the Development Entity; and
- (iii) to take or support any action of the type referred to in PA Section 19.5 (*Termination Procedures and Duties*) if and to the extent that it is then entitled to do so under the Project Agreement.

12.2 The Department may terminate the Project Agreement without providing a Department Notice, Step-in Period or Cure Period to the Collateral Agent in the event of an Incurable Development Entity Default. Upon the occurrence of an Incurable Development Entity Default, the Department's termination and suspension rights shall be effective without regard to any limitations set forth in this Direct Agreement, subject to and except to the extent provided otherwise in Section 13 below.

13. NEW AGREEMENTS

13.1 The provisions of this Section 13 shall apply only if:

- (a) There occurs an Incurable Development Entity Default under clause (b), (c) or (d) of the definition of Incurable Development Entity Default; or
- (b) (i) there occurs a Development Entity Default governed by clause (c) of the definition of Cure Period, (ii) the Collateral Agent pursues with good faith, diligence and continuity lawful processes and steps to obtain the appointment of a court receiver for the Project and possession, custody and control of the Project, (iii) despite such efforts the Collateral Agent is unable to obtain such possession, custody and control of the Project within the 180-day Cure Period set forth in clause (c) of the definition of Cure Period, and (iv) no Step-out Notice has been given.

13.2 If this Section 13 is applicable and either (a) the Department terminates the Project Agreement, or (b) the Department receives notice that the Project Agreement is otherwise terminated, rejected, invalidated or rendered null and void by order of a bankruptcy court, then (i) the Department shall deliver to the Collateral Agent Notice of such event, and (ii) the Collateral Agent or other Step-in Party, to the extent then permitted by Law, shall have the option to obtain from the Department agreements to replace the Contract Documents, and, to the extent necessary, new ancillary agreements (e.g., escrow agreements) (together the "**New Agreements**") in accordance with and upon the terms and conditions of this Section 13.

13.3 In order to exercise such option, the Collateral Agent or other Step-in Party must deliver to the Department, within 90 days after the Department delivers its Notice of Termination, (a) a request for New Agreements, (b) a written commitment that the Collateral Agent or other Step-in Party will enter into the New Agreements and pay all the amounts described in Sections 13.5(a) and (c) below, and (c) originals of such New Agreements, duly executed and acknowledged by the Collateral Agent or other Step-in Party. If any of the foregoing is not delivered within such 60-day period, the option in favor of the Collateral Agent and all other Step-in Parties shall automatically expire.

13.4 Within 30 days after timely receipt of the Notice, written commitment and New Agreements duly executed, the Department shall enter into the New Agreements to which the Department is a party with the Collateral Agent or other Step-in Party, subject to any extension of such 30-day period as the Department deems necessary to clear any claims of the Development Entity to continued rights and possession.

13.5 Upon the execution by all parties and as conditions to the effectiveness of the New Agreements, the Collateral Agent or other Step-in Party shall perform all of the following:

- (a) Pay to the Department:
 - (i) Any and all sums which would, at the time of the execution of the New Agreements, be due under the Contract Documents but for such termination; and
 - (ii) The amount of any Termination Compensation previously paid by the Department under the Project Agreement, with interest thereon at a floating rate equal to the Default Interest Rate from the date the termination compensation was paid until so reimbursed;
- (b) Otherwise fully remedy any existing Development Entity Defaults under the Contract Documents (provided, however, that Incurable Development Entity Defaults need not be remedied and with respect to any Development Entity Default which cannot be cured until the Collateral Agent or other Step-in Party obtains possession, it shall have such time, after it obtains possession, as is necessary with the exercise of good faith, diligence and continuity to cure such default, in any event not to exceed 120 days after the date it obtains possession);
- (c) Without duplication of amounts previously paid by the Development Entity, pay to the Department all reasonable costs and expenses, including the Department Recoverable Costs, incurred by the Department in connection with (i) such default and termination, (ii) the assertion of rights, interests and defenses in any bankruptcy or related proceeding, (iii) the recovery of possession of the Project, (iv) all the Department activities during its period of possession of, and respecting, the Project, including permitting, design, acquisition, construction, equipping, maintenance, operation and management activities, minus the lesser of (A) the foregoing clause (iv) amount, and (B) the amount of Availability Payments, if any, that would have been paid during such period had the Project Agreement not been terminated and had there been no adjustments to such Availability Payments, and (v) the preparation, execution, and delivery of such New Agreements. Upon request of the Collateral Agent or other Step-in Party, the Department will provide a written, documented statement of such costs and expenses; and
- (d) Deliver to the Department new P&P Bonds and any other performance security required under the Project Agreement (including new letters of credit and guarantees to the extent then required under the Project Agreement).

13.6 Upon execution of the New Agreements and payment of all sums due the Department, the Department shall:

- (a) Assign and deliver to the Collateral Agent or other Step-in Party, without warranty or representation, all the property, contracts, documents and information that the Development Entity may have assigned and delivered to the Department upon termination of the Project Agreement; and
- (b) If applicable, transfer into a new Handback Requirements Reserve Account established by the Collateral Agent or other Step-in Party in accordance with the Project Agreement, all funds the Department received from the Handback Requirements Reserve Account pursuant to PA Section 10.13.4.2 (*Funding*) (or from draw on a Handback Requirements Letter of Credit) less so much thereof that the Department spent or is entitled to as reimbursement for costs of Rehabilitation Work the Department performed prior to the effectiveness of the New Agreements.

13.7 The New Agreements shall be effective as of the date of termination of the Project Agreement and shall run for the remainder of the Term. The New Agreements shall otherwise contain the same covenants, terms and conditions and limitations as the Contract Documents and ancillary agreements and documents that were binding on the Department and the Development Entity (except for any requirements which have been fulfilled by the Development Entity prior to termination and except that PA Section 16.1 (*The Development Entity Representations and Covenants*) (and any equivalent provisions of the other Contract Documents) shall be revised to be particular to the Collateral Agent or other Step-in Party).

13.8 If the holders of more than one Security Document make written requests upon the Department for New Agreements in accordance with this Section 13, the Department shall grant the New Agreements to, as applicable, the holder whose Security Documents have the most senior priority of record. Priority shall be established as follows.

- (a) The Department shall submit a written request to the Collateral Agent to designate the Security Documents having the most senior priority of record. The Department shall have the right to conclusively rely on the Collateral Agent's written designation, without duty of further inquiry by the Department and without liability to any Lender; and thereupon the written requests of each holder of any other Security Document shall be deemed to be void.
- (b) If the Department does not receive the Collateral Agent's written designation within 10 days after delivering written request, then the Department may conclusively rely, without further inquiry and without liability to any Lender, on the seniority indicated by a then-current title report that the Department obtains from one of the four largest title insurance companies doing business in the Commonwealth of Pennsylvania (unless otherwise agreed in writing by the most senior holder so indicated); and thereupon the written requests of each holder of any other Security Document shall be deemed to be void.
- (c) If the holders of more than one Security Document share *pari passu* senior lien priority as indicated pursuant to clause (a) or (b) above and make written requests upon the Department for New Agreements in accordance with this Section 13, the Department shall grant the New Agreement to such holders jointly (unless otherwise agreed in writing by such holders); and thereupon the written requests of each holder of any other Security Documents shall be deemed to be void.

14. RESERVED

15. COMPETING STEP-IN RIGHTS

15.1 Notwithstanding any provision to the contrary in any Key Contract or the Project Agreement, to the extent the Department has rights to enforce any Key Contract, or rights to step-in, novate or other similar rights in connection with a Key Contract, the Department agrees that it will not exercise any such rights of enforcement, step-in, novation or other similar rights until:

(a) the expiration of any relevant period under any direct agreement for the benefit of the Lenders related to a Key Contract in which the Collateral Agent is required or entitled to either exercise or procure the exercise of rights of step-in, novation, transfer or any similar right under such direct agreement; or

(b) if the Collateral Agent has exercised or procured the exercise of rights of step-in, novation, transfer or any similar right, the date of any step-out or similar event (howsoever defined) under a direct agreement as described in clause (a) above has occurred,

provided, however, that (i) the Collateral Agent shall provide prompt notice to the Department upon its exercise of any such rights of enforcement, step-in, novation or other similar rights with respect to a Key Contract; and (ii) the Department's forbearance of its own rights of enforcement, step-in, novation or other similar rights with respect to such Key Contract shall not be required to extend beyond the expiration of any applicable Cure Period under this Direct Agreement.

16. GENERAL

16.1 Neither Lender nor the Collateral Agent shall have any obligation hereunder to extend credit to the Department or any contractor to the Department at any time, for any purpose.

16.2 For so long as any amount under the Funding Agreements or Security Documents is outstanding, the Department shall not, without the prior written consent of the Collateral Agent, consent to any assignment, transfer, pledge or hypothecation of the Project Agreement or any interest therein by the Development Entity, other than as specified in the Project Agreement or this Direct Agreement.

16.3 Notwithstanding anything to the contrary contained herein, the Collateral Agent is acting hereunder, not in its individual capacity but solely as collateral agent, on behalf of the secured parties identified in the Security Documents. The Collateral Agent shall not be required to take any action whatsoever hereunder unless and until it is specifically directed to do so in writing as specified in the Security Documents. The Collateral Agent shall not be liable for acting in accordance with such directions or for failing to act if it does receive any such written directions. Under no circumstances (other than with respect to gross negligence or willful misconduct of the Collateral Agent) shall the Collateral Agent be liable for any and all claims, liabilities, obligations, losses, damages, penalties, costs and expenses that may be imposed on, incurred by, or asserted against the Collateral Agent at any time or in any way relating to or arising out of the execution, delivery and performance of this Direct Agreement by the Collateral Agent. Under no circumstances shall the Collateral Agent be liable for any indirect, special, consequential or punitive damages for any action it takes pursuant to the authority or directions given under the Security Documents. For the avoidance of doubt, under no circumstances shall the Collateral Agent be required to perform any activity related to the construction of the Project including, without limitation, directing or supervising any portion of the construction of the Project. Nothing contained herein shall require the Collateral Agent to advance or risk its own funds.

17. TERMINATION

This Direct Agreement shall remain in effect until the earlier to occur of (a) the Discharge Date, (b) the time at which all of the Department's obligations and liabilities have expired or have been satisfied in accordance with the terms of the Contract Documents and this Direct Agreement, and (c) any assignment to a Substituted Entity has occurred under Section 11 above provided that the Department shall have entered into an equivalent direct agreement on substantially the same terms as this Direct Agreement save that the Development Entity has been replaced as a party by the Substituted Entity.

18. EFFECT OF BREACH

Without prejudice to any rights a party may otherwise have, a breach of this Direct Agreement shall not of itself give rise to a right to terminate the Project Agreement.

19. NO PARTNERSHIP

Nothing contained in this Direct Agreement shall be deemed to constitute a partnership between the parties hereto. None of the parties shall hold itself out contrary to the terms of this Section 19.

20. REMEDIES CUMULATIVE

No failure or delay by the Department, Lender or the Collateral Agent (or their designee) in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The remedies provided herein are cumulative and not exclusive of any remedies provided by law and may be exercised by Lender, the Collateral Agent or any designee, transferee, or permitted assignee thereof from time to time.

21. AMENDMENT AND WAIVER

No amendment, modification or waiver of any provision of this Direct Agreement shall be effective against any party hereto unless the same shall be in writing and signed by the party against whom enforcement is sought, and then such amendment, modification or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

22. SUCCESSORS AND ASSIGNS

22.1 No party to this Direct Agreement may assign or transfer any part of its rights or obligations hereunder without the consent of the other parties, save that (a) the Collateral Agent may assign or transfer its rights and obligations hereunder to a successor Collateral Agent in accordance with the Funding Agreements and Security Documents, and (b) the Department may assign or transfer its rights and obligations hereunder as provided in PA Section 20.4 (*Assignment by Department*).

22.2 This Direct Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23. COUNTERPARTS

This Direct Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and the parties may execute this Direct Agreement by signing any such counterpart. Transmission by facsimile or electronic ("e-mail") delivery of an executed counterpart of this Direct Agreement shall be deemed to constitute due and

sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart.

24. SEVERABILITY

If, at any time, any provision of this Direct Agreement is or becomes illegal, invalid or unenforceable, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision will in any way be affected or impaired. The illegal, invalid or unenforceable provision shall be deemed replaced by such provisions as shall be legal, valid and enforceable in the relevant jurisdiction.

25. NOTICES

25.1 Any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Direct Agreement (each, a "Notice") to a party must be given in writing (including by email) to each party at the following address:

To the Department:

Pennsylvania Department of Transportation
8th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0041
E-mail: ra-pdp3majorbridges@pa.gov
Attention: Secretary

With copy to:

Pennsylvania Department of Transportation
Office of Chief Counsel
P.O. 8212
17105-8212
Attention: Chief Counsel

To the Development Entity:

Bridging Pennsylvania Developer I, LLC
125 West 55th Street
New York, NY 10019
Email: sarah.schick@macquarie.com
Attention: Sarah Schick, Authorized Representative

With copy to:

Email: maccaplegalamericas@macquarie.com

To the Collateral Agent:

[Collateral Agent's name]
[Office or department (e.g., Corporate Trust Administration)]
[Street number]

[City, State, zip code]
Telephone: [_____]]
Fax: [_____]]
E-Mail:[_____]]

25.2 A Notice shall be deemed to have been given when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other Person making the delivery. Notwithstanding the foregoing, all Notices received after 5:00 p.m. shall be deemed received on the first Business Day following delivery. For avoidance of doubt, the date of delivery of a Notice initially dispatched by email will be considered to be the date of the email notification during the regular business hours of 8:00 a.m. to 5:00 p.m. to the appropriate Department personnel. Facsimile communication of Notice shall not be permitted under this Direct Agreement.

25.3 Each of the parties will provide Notice to each other in writing of any change of address, such Notice to become effective 15 days after dispatch.

26. GOVERNING LAW AND JURISDICTION

26.1 This Direct Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania applicable to contracts to be performed within such Commonwealth. The Parties consent to jurisdiction of and venue of any Commonwealth courts, subject to the Parties' obligations, to the extent required by applicable Commonwealth law, to seek redress under 62 Pa.C.S. §§ 1712.1 *et seq.*

26.2 Each of the Development Entity, the Department and the Collateral Agent irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier, and waives any different statutory requirements for service of process. Nothing in this Direct Agreement will affect the right of any party to serve process in any other manner permitted by law.

26.3 Each of the Department, the Development Entity and the Collateral Agent hereby (a) certifies that no representative, agent or attorney of another party has represented, expressly or otherwise, that the other party would, in the event of a proceeding, seek to attack the enforceability of the foregoing waiver, and (b) acknowledges that it has been induced to sign, and to change its position in reliance upon the benefits of, this Direct Agreement by. among other things, the mutual waivers in this Section 26.

27. CONFLICT WITH AGREEMENT

In the event of any irreconcilable conflict or inconsistency between the provisions of this Direct Agreement and the Project Agreement, the provisions of this Direct Agreement shall control and prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Direct Agreement to be duly executed by its duly authorized officer as of the date first written above.

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title:

[COLLATERAL AGENT BANK], AS COLLATERAL AGENT

By: _____

Name: _____

Title:

BUILDING PENNSYLVANIA DEVELOPER I, LLC, AS THE DEVELOPMENT ENTITY

By: _____

Name: _____

Title:

SCHEDULE A

Form of Substitute Accession Agreement

[Date]

To: **Pennsylvania Department of Transportation**
For the attention of: [_____] **[Lender and other parties to Funding Agreements to be listed]**
[insert address]
For the attention of: [_____]

From: [*Substituted Entity*]

[PROJECT NAME]:
SUBSTITUTE ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Public-Private Transportation Partnership Agreement, dated as of [_____] , 202[] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Agreement*") between the Pennsylvania Department of Transportation (the "*Department*") and [_____] ("*Development Entity*") and the Direct Agreement, dated as of [_____] , 202[] (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Direct Agreement*") among the Department, the Development Entity and [_____] [Collateral Agent Bank or Trustee]. as Collateral Agent. Terms defined in the Direct Agreement and not otherwise defined herein have the respective meanings set forth in or incorporated into in the Direct Agreement.

1. The undersigned ("**we**") hereby confirms that it is a Substituted Entity pursuant to Sections 10 and 11 of the Direct Agreement.

2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the Project Agreement and the Direct Agreement as a Substituted Entity and, accordingly, shall have the rights, powers and obligations of the Development Entity under the Project Agreement and the Direct Agreement.

3. We hereby assume all duties, obligations and liabilities of the Development Entity under the Contract Documents.

4. Our address, fax and telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[contact details of Substituted Entity]

5. This Substitute Accession Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contract to be performed within such Commonwealth.

The terms set forth herein are hereby agreed to:

[Substituted Entity]

By: _____

Name: _____

Title: _____

Accepted:

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

SCHEDULE B

Initial Funding Agreements

Funding Agreements

Document	Party 1	Party(ies) 2

Security Documents

Document	Party 1	Party(ies) 2

Exhibit 5-2

FINANCIAL PLAN

[see following pages]

14. Financial Plan

14.1.1 Financial Plan Contents

Pursuant to Exhibit 6 of the PDA, provided herein is BPP's Financing Plan, which includes the items detailed below.

14.1.2 Financial Model

Provided under separate cover is the Initial Base Case Financial Model ("*BPP - Initial Base Case Financial Model - 11.04.22.xlsm*"). In the following pages, BPP has also included the relevant excerpts of the approved submittal for interest rates and credit spreads (submitted on November 3 to PennDOT as an update to the October 12th Interest Rate Credit Spread Submittal with the Financial Setting Date of October 12, 2022).

14.1.3 Credit Rating

Pursuant to the requirements of Exhibit 7 Section 1.8 of the PDA, BPP has delivered a letter from at least one Rating Agency representing an indicative investment grade rating for the Project Debt. The letter(s) include information on the assumptions used in establishing the rating that are consistent with those included in the Initial Base Case Financial Model.

14.1.4 TIFIA Financing

Pursuant to the PDA Change Order Number 001, PennDOT waives the PDA Entity's obligations pursuant to PDA Exhibit 6, Section 14.1.4, TIFIA Financing, with respect to the First Package.

14.1.5 Non-TIFIA Debt Competition

Pursuant to the PDA Change Order Number 001, PennDOT waives the PDA Entity's obligations pursuant to PDA Exhibit 6, Section 14.1.5, Non-TIFIA Debt Comparison, with respect to the First Package. It is BPP's intent to source the debt for the Project from Private Activity Bonds, up to the approved allocation of US\$2.2bn.

14.1.6 Equity Commitments

In accordance with Exhibit 7 Section 1.3 of the PDA, the Developer Entity's Package Equity Members have provided their respective Equity Member Letters as part of the Package Financial Proposal.

Table 2b. Propser Market Scale
 Note: *UST Rates as of 9am ET October 12, 2022; MMD Rates as of 3pm ET October 11, 2021*

Assumed Credit Rating: **BBB**

Uninsured

Type of Project Debt Instrument	Benchmark Index	Maturity	Serial/Term	Average Maturity	Base Interest Rate (%)	Coupon	Yield to Worst (YTW) (%)	YTW Credit Spread (%)	Call Date
Long Term PABS	AAA MMD 12/31 Interp - 1.5Yr	12/31/2023	Serial	1.0Yr	2.920	5.000	3.570	0.650	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 2.0Yr	06/30/2024	Serial	1.5Yr	2.920	5.000	3.670	0.750	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 2.5Yr	12/31/2024	Serial	2.0Yr	2.930	5.000	3.680	0.750	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 3.0Yr	06/30/2025	Serial	2.5Yr	2.960	5.000	3.810	0.850	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 3.5Yr	12/31/2025	Serial	3.0Yr	2.960	5.000	3.810	0.850	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 4.0Yr	06/30/2026	Serial	3.5Yr	2.970	5.000	3.920	0.950	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 4.5Yr	12/31/2026	Serial	4.0Yr	2.980	5.000	3.930	0.950	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 5.0Yr	06/30/2027	Serial	4.5Yr	2.980	5.000	3.980	1.000	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 5.5Yr	12/31/2027	Serial	5.0Yr	2.980	5.000	3.980	1.000	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 6.0Yr	06/30/2028	Serial	5.5Yr	3.020	5.000	4.070	1.050	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 6.5Yr	12/31/2028	Serial	6.0Yr	3.030	5.000	4.080	1.050	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 7.0Yr	06/30/2029	Serial	6.5Yr	3.040	5.000	4.140	1.100	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 7.5Yr	12/31/2029	Serial	7.0Yr	3.050	5.000	4.150	1.100	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 8.0Yr	06/30/2030	Serial	7.5Yr	3.060	5.000	4.210	1.150	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 8.5Yr	12/31/2030	Serial	8.0Yr	3.070	5.000	4.220	1.150	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 9.0Yr	06/30/2031	Serial	8.5Yr	3.100	5.000	4.300	1.200	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 9.5Yr	12/31/2031	Serial	9.0Yr	3.130	5.000	4.330	1.200	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 10.0Yr	06/30/2032	Serial	9.5Yr	3.160	5.000	4.410	1.250	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 10.5Yr	12/31/2032	Serial	10.0Yr	3.170	5.000	4.420	1.250	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 11.0Yr	06/30/2033	Serial	10.5Yr	3.180	5.000	4.480	1.300	12/31/2032
Long Term PABS	AAA MMD 12/31 Interp - 11.5Yr	12/31/2033	Serial	11.0Yr	3.300	5.000	4.650	1.350	12/31/2032
Long Term PABS	AAA MMD 6/30 Interp - 12.0Yr	06/30/2034	Term	11.5Yr	3.300	5.000	4.710	1.380	12/31/2032
Long Term PABS	AAA MMD 12/31 Interp - 13.0Yr	12/31/2035	Term	12.5Yr	3.330	5.000	4.740	1.400	12/31/2032
Long Term PABS	AAA MMD - 14.0Yr	06/30/2036	Term	13.5Yr	3.340	5.000	4.740	1.400	12/31/2032
Long Term PABS	AAA MMD - 15.0Yr	06/30/2037	Term	14.5Yr	3.360	5.000	4.790	1.430	12/31/2032
Long Term PABS	AAA MMD - 16.0Yr	06/30/2038	Term	15.5Yr	3.400	5.000	4.850	1.450	12/31/2032
Long Term PABS	AAA MMD - 17.0Yr	06/30/2039	Term	16.5Yr	3.440	5.000	4.920	1.480	12/31/2032
Long Term PABS	AAA MMD - 18.0Yr	06/30/2040	Term	17.5Yr	3.500	5.000	5.000	1.500	12/31/2032
Long Term PABS	AAA MMD - 19.0Yr	06/30/2041	Term	18.5Yr	3.550	5.000	5.050	1.500	12/31/2032
Long Term PABS	AAA MMD - 20.0Yr	06/30/2042	Term	19.5Yr	3.570	5.000	5.070	1.500	12/31/2032
Long Term PABS	AAA MMD - 25.0Yr	06/30/2047	Term	24.5Yr	3.690	5.000	5.240	1.550	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2052	Term	29.5Yr	3.740	5.750	5.240	1.500	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2057	Term	34.5Yr	3.740	5.250	5.440	1.700	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2063	Term	40.5Yr	3.740	5.250	5.590	1.850	12/31/2032

*In the event of split ratings, the lower of the two ratings is expected to dictate which scale is used.

**In the event term bonds are structured with maturity dates different than those shown, the closest maturity date after the actual bond maturity shall be used for purposes of determining the appropriate credit spread.

Table 2b. Propser Market Scale
 Note: *UST Rates as of 9am ET October 12, 2022; MMD Rates as of 3pm ET October 11, 2021*

Uninsured Assuming \$1BN Insured

Assumed Credit Rating: **BBB**

Type of Project Debt Instrument	Benchmark Index	Maturity	Serial/Term	Average Maturity	Base Interest Rate (%)	Coupon	Yield to Worst (YTW) (%)	YTW Credit Spread (%)	Call Date
Long Term PABS	AAA MMD 12/31 Interp - 1.5Yr	12/31/2023	Serial	1.0Yr	2.920	5.000	3.520	0.600	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 2.0Yr	06/30/2024	Serial	1.5Yr	2.920	5.000	3.620	0.700	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 2.5Yr	12/31/2024	Serial	2.0Yr	2.930	5.000	3.630	0.700	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 3.0Yr	06/30/2025	Serial	2.5Yr	2.960	5.000	3.760	0.800	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 3.5Yr	12/31/2025	Serial	3.0Yr	2.960	5.000	3.760	0.800	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 4.0Yr	06/30/2026	Serial	3.5Yr	2.970	5.000	3.870	0.900	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 4.5Yr	12/31/2026	Serial	4.0Yr	2.980	5.000	3.880	0.900	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 5.0Yr	06/30/2027	Serial	4.5Yr	2.980	5.000	3.930	0.950	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 5.5Yr	12/31/2027	Serial	5.0Yr	2.980	5.000	3.930	0.950	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 6.0Yr	06/30/2028	Serial	5.5Yr	3.020	5.000	4.020	1.000	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 6.5Yr	12/31/2028	Serial	6.0Yr	3.030	5.000	4.030	1.000	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 7.0Yr	06/30/2029	Serial	6.5Yr	3.040	5.000	4.090	1.050	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 7.5Yr	12/31/2029	Serial	7.0Yr	3.050	5.000	4.100	1.050	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 8.0Yr	06/30/2030	Serial	7.5Yr	3.060	5.000	4.160	1.100	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 8.5Yr	12/31/2030	Serial	8.0Yr	3.070	5.000	4.170	1.100	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 9.0Yr	06/30/2031	Serial	8.5Yr	3.100	5.000	4.250	1.150	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 9.5Yr	12/31/2031	Serial	9.0Yr	3.130	5.000	4.280	1.150	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 10.0Yr	06/30/2032	Serial	9.5Yr	3.160	5.000	4.360	1.200	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 10.5Yr	12/31/2032	Serial	10.0Yr	3.170	5.000	4.370	1.200	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 11.0Yr	06/30/2033	Serial	10.5Yr	3.180	5.000	4.430	1.250	12/31/2032
Long Term PABS	AAA MMD 12/31 Interp - 11.0Yr	12/31/2033	Serial	11.0Yr	3.300	5.000	4.600	1.300	12/31/2032
Long Term PABS	AAA MMD 6/30 Interp - 12.0Yr	06/30/2034	Term	11.5Yr	3.300	5.000	4.660	1.300	12/31/2032
Long Term PABS	AAA MMD 12/31 Interp - 13.0Yr	12/31/2034	Term	12.5Yr	3.330	5.000	4.660	1.350	12/31/2032
Long Term PABS	AAA MMD - 14.0Yr	06/30/2035	Term	13.5Yr	3.340	5.000	4.690	1.350	12/31/2032
Long Term PABS	AAA MMD - 15.0Yr	06/30/2037	Term	14.5Yr	3.360	5.000	4.740	1.380	12/31/2032
Long Term PABS	AAA MMD - 16.0Yr	06/30/2038	Term	15.5Yr	3.400	5.000	4.800	1.400	12/31/2032
Long Term PABS	AAA MMD - 17.0Yr	06/30/2039	Term	16.5Yr	3.440	5.000	4.870	1.430	12/31/2032
Long Term PABS	AAA MMD - 18.0Yr	06/30/2040	Term	17.5Yr	3.500	5.000	4.950	1.450	12/31/2032
Long Term PABS	AAA MMD - 19.0Yr	06/30/2041	Term	18.5Yr	3.550	5.000	5.000	1.450	12/31/2032
Long Term PABS	AAA MMD - 20.0Yr	06/30/2042	Term	19.5Yr	3.570	5.000	5.020	1.450	12/31/2032
Long Term PABS	AAA MMD - 25.0Yr	06/30/2047	Term	24.5Yr	3.690	5.000	5.190	1.500	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2052	Term	29.5Yr	3.740	5.750	5.190	1.450	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2057	Term	34.5Yr	3.740	5.250	5.370	1.630	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2063	Term	40.5Yr	3.740	5.250	5.520	1.780	12/31/2032

*In the event of split ratings, the lower of the two ratings is expected to dictate which scale is used.

**In the event term bonds are structured with maturity dates different than those shown, the closest maturity date after the actual bond maturity shall be used for purposes of determining the appropriate credit spread.

Table 2b. Propser Market Scale
 Note: *UST Rates as of 9am ET October 12, 2022; MMD Rates as of 3pm ET October 11, 2021*

Assumed Credit Rating: BBB

Type of Project Debt Instrument	Benchmark Index	Maturity	Serial/Term	Average Maturity	Base Interest Rate (%)	Coupon	Yield to Worst (YTW) (%)	YTW Credit Spread (%)	Call Date
Long Term PABS	AAA MMD 12/31 Interp - 1.5Yr	12/31/2023	Serial	1.0Yr	2.920	5.000	3.320	0.400	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 2.0Yr	06/30/2024	Serial	1.5Yr	2.920	5.000	3.420	0.500	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 2.5Yr	12/31/2024	Serial	2.0Yr	2.930	5.000	3.430	0.500	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 3.0Yr	06/30/2025	Serial	2.5Yr	2.960	5.000	3.560	0.600	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 3.5Yr	12/31/2025	Serial	3.0Yr	2.960	5.000	3.560	0.600	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 4.0Yr	06/30/2026	Serial	3.5Yr	2.970	5.000	3.670	0.700	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 4.5Yr	12/31/2026	Serial	4.0Yr	2.980	5.000	3.680	0.700	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 5.0Yr	06/30/2027	Serial	4.5Yr	2.980	5.000	3.730	0.750	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 5.5Yr	12/31/2027	Serial	5.0Yr	2.980	5.000	3.730	0.750	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 6.0Yr	06/30/2028	Serial	5.5Yr	3.020	5.000	3.820	0.800	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 6.5Yr	12/31/2028	Serial	6.0Yr	3.030	5.000	3.830	0.800	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 7.0Yr	06/30/2029	Serial	6.5Yr	3.040	5.000	3.890	0.850	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 7.5Yr	12/31/2029	Serial	7.0Yr	3.050	5.000	3.900	0.850	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 8.0Yr	06/30/2030	Serial	7.5Yr	3.060	5.000	3.960	0.900	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 8.5Yr	12/31/2030	Serial	8.0Yr	3.070	5.000	3.970	0.900	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 9.0Yr	06/30/2031	Serial	8.5Yr	3.100	5.000	4.050	0.950	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 9.5Yr	12/31/2031	Serial	9.0Yr	3.130	5.000	4.080	0.950	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 10.0Yr	06/30/2032	Serial	9.5Yr	3.160	5.000	4.160	1.000	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 10.5Yr	12/31/2032	Serial	10.0Yr	3.170	5.000	4.170	1.000	Noncallable
Long Term PABS	AAA MMD 6/30 Interp - 11.0Yr	06/30/2033	Serial	10.5Yr	3.180	5.000	4.230	1.050	Noncallable
Long Term PABS	AAA MMD 12/31 Interp - 11.5Yr	12/31/2033	Serial	11.0Yr	3.300	5.000	4.400	1.100	12/31/2032
Long Term PABS	AAA MMD 6/30 Interp - 12.0Yr	06/30/2034	Term	11.5Yr	3.300	5.000	4.400	1.100	12/31/2032
Long Term PABS	AAA MMD 12/31 Interp - 13.0Yr	12/31/2035	Term	12.5Yr	3.330	5.000	4.460	1.130	12/31/2032
Long Term PABS	AAA MMD - 14.0Yr	06/30/2036	Term	13.5Yr	3.340	5.000	4.490	1.150	12/31/2032
Long Term PABS	AAA MMD - 15.0Yr	06/30/2037	Term	14.5Yr	3.360	5.000	4.540	1.180	12/31/2032
Long Term PABS	AAA MMD - 16.0Yr	06/30/2038	Term	15.5Yr	3.400	5.000	4.600	1.200	12/31/2032
Long Term PABS	AAA MMD - 17.0Yr	06/30/2039	Term	16.5Yr	3.440	5.000	4.670	1.230	12/31/2032
Long Term PABS	AAA MMD - 18.0Yr	06/30/2040	Term	17.5Yr	3.500	5.000	4.750	1.250	12/31/2032
Long Term PABS	AAA MMD - 19.0Yr	06/30/2041	Term	18.5Yr	3.550	5.000	4.800	1.250	12/31/2032
Long Term PABS	AAA MMD - 20.0Yr	06/30/2042	Term	19.5Yr	3.570	5.000	4.820	1.250	12/31/2032
Long Term PABS	AAA MMD - 25.0Yr	06/30/2047	Term	24.5Yr	3.690	5.000	4.970	1.280	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2052	Term	29.5Yr	3.740	5.750	4.970	1.230	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2057	Term	34.5Yr	3.740	5.000	5.120	1.380	12/31/2032
Long Term PABS	AAA MMD - 30.0Yr	06/30/2063	Term	40.5Yr	3.740	5.000	5.270	1.530	12/31/2032

*In the event of split ratings, the lower of the two ratings is expected to dictate which scale is used.

**In the event term bonds are structured with maturity dates different than those shown, the closest maturity date after the actual bond maturity shall be used for purposes of determining the appropriate credit spread.

Interpolated AAA Yields as of 10/11/2022*

HISTORICAL PAGE



YR MATURITY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1 2023	2.86	2.86	2.87	2.87	2.88	2.88	2.89	2.90	2.90	2.91	2.92	2.92
2 2024	2.92	2.92	2.92	2.92	2.92	2.92	2.92	2.93	2.93	2.93	2.93	2.93
3 2025	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96
4 2026	2.97	2.97	2.97	2.97	2.97	2.97	2.97	2.97	2.97	2.97	2.98	2.98
5 2027	2.98	2.98	2.98	2.98	2.98	2.98	2.98	2.98	2.98	2.98	2.98	2.98
6 2028	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.03	3.03
7 2029	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.04	3.05	3.05
8 2030	3.05	3.05	3.05	3.06	3.06	3.06	3.06	3.06	3.06	3.06	3.07	3.07
9 2031	3.08	3.08	3.09	3.09	3.10	3.10	3.11	3.11	3.12	3.12	3.13	3.13
10 2032	3.15	3.15	3.15	3.16	3.16	3.16	3.16	3.16	3.16	3.16	3.17	3.17
11 2033	3.17	3.17	3.17	3.18	3.18	3.18	3.19	3.19	3.20	3.20	3.21	3.21
12 2034	3.29	3.29	3.29	3.30	3.30	3.30	3.30	3.30	3.30	3.30	3.31	3.31
13 2035	3.32	3.32	3.32	3.33	3.33	3.33	3.33	3.33	3.33	3.33	3.34	3.34

*Monthly interpolated MMD AAA yields are estimated using a straight line calculation between the current, early, mid and late dated MMD AAA yields and are meant to approximate intra-year MMD AAA yields.

10/11/2022 TM3 MMD Curve

Municipal Yield Curves as of 10/11/2022

HISTORICAL PAGE

	General Obligations										"AAA" Coupon Range	
	"AAA"	PRE-RE	INSURED	"AA"	"A"	"BAA"	"LOW"	"HIGH"				
1	2023	2.91	2.92	3.08	2.98	3.09	3.42	5.00	5.00			
2	2024	2.93	2.96	3.15	3.03	3.17	3.47	5.00	5.00			
3	2025	2.96	3.01	3.19	3.08	3.22	3.51	5.00	5.00			
4	2026	2.97	3.03	3.20	3.09	3.24	3.55	5.00	5.00			
5	2027	2.98	3.04	3.22	3.13	3.27	3.62	5.00	5.00			
6	2028	3.02	3.08	3.30	3.22	3.40	3.75	5.00	5.00			
7	2029	3.04	3.10	3.33	3.24	3.43	3.87	5.00	5.00			
8	2030	3.06	3.12	3.36	3.28	3.46	3.91	5.00	5.00			
9	2031	3.12		3.49	3.34	3.56	4.02	5.00	5.00			
10	2032	3.16		3.53	3.40	3.60	4.07	5.00	5.00			
11	2033	3.20		3.61	3.48	3.71	4.14	5.00	5.00			
12	2034	3.30		3.72	3.60	3.82	4.25	5.00	5.00			
13	2035	3.33		3.76	3.64	3.87	4.28	5.00	5.00			
14	2036	3.34		3.78	3.67	3.89	4.29	5.00	5.00			
15	2037	3.36		3.81	3.71	3.92	4.31	5.00	5.00			
16	2038	3.40		3.85	3.75	3.96	4.35	5.00	5.00			
17	2039	3.44		3.89	3.79	4.00	4.39	5.00	5.00			
18	2040	3.50		3.96	3.85	4.06	4.45	5.00	5.00			
19	2041	3.55		4.03	3.92	4.13	4.52	5.00	5.00			
20	2042	3.57		4.07	3.96	4.17	4.56	5.00	5.00			
21	2043	3.61		4.13	4.02	4.23	4.62	5.00	5.00			
22	2044	3.64		4.16	4.05	4.26	4.65	5.00	5.00			
23	2045	3.66		4.18	4.07	4.28	4.67	5.00	5.00			
24	2046	3.68		4.20	4.09	4.30	4.69	5.00	5.00			
25	2047	3.69		4.21	4.11	4.31	4.70	5.00	5.00			
26	2048	3.70		4.22	4.12	4.32	4.71	5.00	5.00			
27	2049	3.71		4.23	4.13	4.33	4.72	5.00	5.00			
28	2050	3.72		4.24	4.14	4.34	4.73	5.00	5.00			
29	2051	3.73		4.25	4.15	4.35	4.74	5.00	5.00			
30	2052	3.74		4.26	4.16	4.36	4.75	5.00	5.00			

Source: Thomson Reuters



Exhibit 5-3

CALCULATION AND PAYMENT OF REFINANCING GAIN

Section 1. Data and Projections Required for the Calculation of the Refinancing Gain

The Development Entity must notify the Department as soon as practicable of its interest in proceeding with a Refinancing and the proposed schedule for documenting and closing the proposed Refinancing other than an Exempt Refinancing.

The Development Entity shall provide the following information at least 60 days in advance of the scheduled Refinancing date:

- (a) the Financial Model with the original projections duly adjusted for any changes in the Project structure (e.g., Department Changes);
- (b) details of the actual timing and amounts of Committed Investment from the Effective Date to the scheduled Refinancing date;
- (c) details of the actual timing and amounts of Distributions to Equity Members or any of their Affiliates from the Effective Date to the scheduled Refinancing date;
- (d) information on the actual cash flow of the Development Entity from the Effective Date to the scheduled Refinancing date, set out under the same headings as the Financial Model;
- (e) term sheet and other relevant information on the terms of the Refinancing;
- (f) a pre-Refinancing Financial Model, which does not take into account the effects of the Refinancing, as updated by the Development Entity (i) for any changes in the Project and based on the actual performance of the Project to the date of calculation and other macroeconomic assumptions, and (ii) with projections for the cash flow of the Development Entity from the estimated Refinancing date to the end of the Term, including projected Distributions ("Pre-Refinancing Financial Model");
- (g) a post-Refinancing Financial Model which fully takes into account the effects of the Refinancing as projected on the basis of the term sheet and new Funding Agreements, as updated by the Development Entity (i) for any changes in the Project and based on the actual performance of the Project to the date of calculation and other macroeconomic assumptions, and (ii) with projections for the cash flow of the Development Entity from the scheduled Refinancing date to the end of the Term, including projected Distributions and all costs incurred in connection with the Refinancing ("Post-Refinancing Financial Model");
- (h) a calculation of the Refinancing Gain based on the above and the provisions described below; and
- (i) information on the assumptions for the projections in the Pre-Refinancing Model and Post-Refinancing Financial Model.

For the purposes of this Exhibit, "Pre-Refinancing Equity IRR" means the Equity IRR calculated in the Pre-Refinancing Financial Model and "Post-Refinancing Equity IRR" means the Equity IRR calculated in the Post-Refinancing Financial Model.

The Pre-Refinancing Equity IRR and Post-Refinancing Equity IRR shall be calculated for the entire Term taking into account:

- (a) timing and amounts of the investment by Equity Members;
- (b) distributions received by Equity Members up to the estimated Refinancing date; and
- (c) projected Distributions as shown in the Financial Model immediately prior to the Refinancing or immediately after the Refinancing, as applicable.

Section 2 Calculation of the Refinancing Gain

The Refinancing Gain for any Refinancing other than an Exempt Refinancing will be equal to the greater of zero and [(A-B)-C] where:

A = the Net Present Value of the Distributions to be made from the estimated Refinancing date to the end of the Term as projected in the Post-Refinancing Financial Model, discounted using the Pre-Refinancing Equity IRR (for the avoidance of doubt, Distributions used to calculate the NPV in the Post-Refinancing Financial Model should exclude the portion of any Refinancing Gain owed to the Department);

B = the Net Present Value of the Distributions to be made from the estimated Refinancing date to the end of the Term as projected in the Pre-Refinancing Financial Model, discounted using the Pre-Refinancing Equity IRR; and

C = any adjustment required to raise the Pre-Refinancing Equity IRR to the Base Case Equity IRR as described in Section 3 below.

For purposes of this Exhibit, "Net Present Value" means the aggregate of the discounted values, calculated as of the estimated date of the Refinancing, of each of the relevant projected Distributions, in each case discounted using the Base Case Equity IRR.

For the avoidance of doubt, "Refinancing Gain" excludes the portion of gain, if any, (calculated as provided above) from the first Refinancing that is less than or equal to that shown in the Financial Model and incorporated into the Financial Model. Any gain from the first Refinancing (calculated as provided above) in excess of the gain therefrom as shown in the Financial Model shall constitute Refinancing Gain.

Nothing in this Exhibit shall be construed to limit the prohibition on double counting under PA Section 25.14.2 (*Construction and Interpretation of the Contract Documents*).

Section 3 Adjustment to Raise the Pre-Financing Equity IRR to the Equity IRR

If the Pre-Refinancing Equity IRR is lower than the Base Case Equity IRR, a calculation will be done to determine the amount of Distributions which, if received by Equity Members at the estimated Refinancing date, would increase the Pre-Refinancing Equity IRR to the Base Case Equity IRR. The determination of this amount of Distributions needed to achieve the Base Case Equity IRR shall be treated as Project Debt, rather than Committed Investment, any initial Committed Investment in excess of the maximum permitted initial Committed Investment under PA Section 4.7.8 (*Financial Model Update Following Financial Close*). This amount of Distributions will be deducted as factor C in Section 2 above.

Section 4 Payment of Department's Portion of Refinancing Gain

The Department will receive payment of its portion of the Refinancing Gain as a reduction in the Availability Payments over all or a portion of the Term, subject to the following provisions:

- (a) the Department will not receive its portion of the Refinancing Gain faster than the Equity Members of the Development Entity; and

- (b) If the Refinancing involves raising new debt or otherwise increasing the amount of outstanding Project Debt, the Department may elect to receive its portion as a lump sum payment concurrently with the close of the Refinancing.

Section 5 Final Calculation and Payment

The Development Entity shall perform a final calculation of the Refinancing Gain and deliver the results to the Department within 15 days after the close of the Refinancing.

Exhibit 5-4

FORM OF FINANCIAL CLOSE CERTIFICATE

[insert Development Entity]

[DATE]

Pursuant to PA Section 4.7 (*Financial Close*) of the Public-Private Transportation Partnership Agreement (the "Project Agreement"), by and between the Pennsylvania Department of Transportation ("Department") and [] ("Development Entity"), the Development Entity hereby represents, certifies and warrants to the Department as of the date of Financial Close (except where a specific date is referred to below, in which case the truth and accuracy of the representation, certification and warranty shall be as at such specific date) as follows:

1. The Financial Model Formulas (a) were prepared by or on behalf of the Development Entity in good faith, (b) are the same financial formulas that the Development Entity utilized and is utilizing in the Financial Model in making disclosures to potential equity investors and Lenders under the Initial Funding Agreements, and (c) as of the effective date of the Initial Funding Agreements are mathematically correct and suitable for making reasonable projections.

2. The Financial Model (a) was prepared by or on behalf of the Development Entity in good faith, (b) was audited and verified by an independent recognized model auditor immediately prior to the Effective Date of the Project Agreement and such audit was updated within 48 hours after the Effective Date, (c) fully discloses all cost and other financial assumptions and projections that the Development Entity has used and is using in making disclosures to equity investors and Lenders under the Initial Funding Agreements, and (d) as of the effective date of the Initial Funding Agreements represents the projections that the Development Entity believes in good faith are the most realistic and reasonable for the Project.

3. The representation and warranty under Section 16.1.17 of the Project Agreement is true and accurate as of the date of this certificate.

4. The Development Entity has reviewed all applicable Laws relating to Taxes, and has taken into account all requirements imposed by such Laws in preparing the Financial Model.

5. As of the date of this Certificate, the Development Entity has evaluated the constraints affecting design and construction of the Project, including the Property, and other portions of the Project Limits, as well as the conditions of the NEPA Approval, and has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.

6. The Development Entity, in accordance with Good Industry Practice and the requirements of the Contract Documents, conducted a Reasonable Investigation and otherwise examined the Existing Right of Way and, to the extent not then within the Existing Right of Way, the Property, as well as surrounding locations, and as a result of such review, inspection, examination and other activities the Development Entity is familiar with, and has satisfied itself as to, the character of the Site, including quality and quantity of surface, subsurface, and latent physical conditions, materials or obstacles that may be encountered, and accepts the physical requirements of the Work, subject to the Department's obligations regarding Hazardous Materials under PA Section 7.10 (*Environmental Compliance*) and the Development Entity's rights to seek relief under PA Article 14 (*Relief Events; Compensation Events*).

7. The Development Entity is a limited liability company, duly organized and validly existing under the laws of the State of Delaware, has the requisite power and all required licenses to carry on its

present and proposed activities, and has full power, right and authority to execute and deliver the Contract Documents and to perform each and all of the obligations of the Development Entity provided for herein and therein. The Development Entity is duly qualified to do business, and is in good standing, in the Commonwealth and will remain duly qualified and in good standing throughout the term of the Project Agreement and for as long thereafter as any obligations remain outstanding under the Contract Documents.

8. The execution, delivery and performance of the Initial Funding Agreements have been duly authorized by all necessary corporate action of the Development Entity; each person executing the Initial Funding Agreements on behalf of the Development Entity has been duly authorized to execute and deliver each such document on behalf of the Development Entity; and the Initial Funding Agreements have been duly executed and delivered by the Development Entity.

9. Neither the execution and delivery by the Development Entity of the Initial Funding Agreements, nor the consummation of the transactions contemplated thereby, is in conflict with or has resulted or will result in a default under or a violation of the governing instruments of the Development Entity or any agreement, judgment or decree to which the Development Entity is a party or is bound, including the Project Agreement.

10. The execution and delivery by the Development Entity of the Initial Funding Agreements, and the performance by the Development Entity of its obligations thereunder, will not conflict with any Laws applicable to the Development Entity that are valid and in effect on the date of execution and delivery. The Development Entity is not in breach of any applicable Law that would have a material adverse effect on the Work or the performance of any of its obligations under the Initial Funding Agreements.

11. Each of the Initial Funding Agreements constitutes the legal, valid and binding obligation of the Development Entity, enforceable against the Development Entity and, if applicable, each Equity Member of the Development Entity, in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

12. There is no action, suit, proceeding, investigation or litigation pending and served on the Development Entity which challenges the Development Entity's authority to execute, deliver or perform, or the validity or enforceability of, the Initial Funding Agreements and the Contract Documents to which the Development Entity is a party, or which challenges the authority of the Development Entity official executing the Initial Funding Agreements and the Contract Documents, and the Development Entity has disclosed to the Department prior to the effective date of the Initial Funding Agreements any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Development Entity is aware. The Development Entity has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the Department or the Commonwealth, and the Development Entity agrees that it will immediately notify the Department of any such actions.

13. Between the Effective Date and the effective date of the Initial Funding Agreements, the Development Entity has not obtained knowledge of any additional organizational conflict of interest not disclosed as of the Effective Date of the Project Agreement, and there have been no organizational changes to the Development Entity or its Contractors identified in its Package Proposal, which have not been approved in writing by the Department. For this purpose, organizational conflict of interest has the meaning set forth in the PDA.

14. Neither the Development Entity nor its principal(s) is presently in arrears in payment of Taxes, permit fees or other statutory, regulatory or judicially required payments to the Department, the Commonwealth, or (if not the Commonwealth) the Development Entity's state/commonwealth of incorporation.

15. The individual signing the Project Agreement on behalf of the Development Entity, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the Development Entity, that he/she has not, nor has any other member, employee, representative, agent or officer of the Development Entity, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of the Project Agreement other than that which appears upon the face of the Project Agreement.

Capitalized terms used, but not defined, have the meanings ascribed in the Project Agreement.

IN WITNESS WHEREOF, the undersigned, the duly elected and qualified [title] of [____], a [____], has been authorized by all necessary organizational action to make this certification on behalf of the Development Entity (and without personal liability) and further certifies that [he]/[she] has caused this certificate to be executed as of the date first written above.

Signature: _____

Name: _____

Title: _____

Commonwealth of Pennsylvania §

County of §

This instrument was acknowledged before me on this [] day of [], 202[] by [] [*name*], [] [*title*] of [], a [], on behalf of said [].

Notary Public in and for the Commonwealth of Pennsylvania

[Notary Seal]

Printed Name of Notary Public

My Commission Expires:]

Exhibit 5-5

DEPARTMENT BRINGDOWN CERTIFICATE

[DATE]

Pursuant to PA Section 4.7.4.2b (*Conditions for the Benefit of the Development Entity*) and PA Section 16.4 (*Certain Development Entity Representations and Warranties and "Bring-Down" of Certain Department Representation and Warranties at Financial Close*) of the Public-Private Transportation Partnership Agreement (the "Project Agreement"), by and between the Pennsylvania Department of Transportation ("Department") and Bridging Pennsylvania Developer I, LLC ("Development Entity"), the Department hereby represents, certifies, and warrants to the Development Entity and Collateral Agent as of the date of the Financial Close as follows:

1. The Department is an executive agency of the Commonwealth and has full power, right and the authority and all required licenses to execute, deliver, and perform each of the Contract Documents, the Direct Agreement, the Department Continuing Disclosure Agreement, Funding Agreements, the Security Documents and [●]¹ to which the Department is (or will be) a party (collectively, the "Department Documents") and to perform each and all of the obligations of the Department provided for therein and to carry out the transactions contemplated thereby.
2. Each Department Document has been (or will be) duly and validly executed and delivered by the Department and constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of the Department, enforceable against the Department in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
3. The execution, delivery and performance of each Department Document, and the performance of the transactions contemplated thereby, have been duly and validly authorized by all necessary action of the Department.
4. Each individual person executing each Department Document on behalf of the Department has been duly authorized to execute such Department Document on behalf of the Department.
5. The execution and delivery by the Department of the Department Documents and the performance by the Department of its obligations thereunder and the transactions contemplated therein, is not in conflict with or has resulted or will result in a default under, or a violation of, any other agreement or instrument or any judgement or decree to which the Department is a party or by which it is bound.
6. The execution and delivery by the Department of the Department Documents and performance by the Department of its obligations thereunder will not violate or contravene any Laws applicable to the Department that are valid and in effect. As of the Financial Close date, the Department is not in breach of any applicable Law that would have a material adverse effect on the performance of any of its obligations under the Department Documents.
7. The execution and delivery by the Department of the Department Documents and the performance by the Department of its obligations thereunder do not require any consent, approval, or authorization of, notice to, or declaration, filing, or registration with any Person not obtained or accomplished as of the Financial Close date, other than those which have previously been obtained

¹ To include all documents to be entered into by the Department at Financial Close.

or accomplished and those, as to the performance of such obligations, that are contemplated under the Department Documents to be obtained or accomplished, if any, and as applicable, after the Financial Close date.

8. The Department has obtained all Governmental Approvals that are required, as of Financial Close, to perform its obligations under the Department Documents, other than those Governmental Approvals that are contemplated under the Department Documents to be obtained, if any, after the Financial Close date, and the Department has, as of the Financial Close date, no reason to believe that any Governmental Approvals are necessary to enable the Department to perform such obligations in accordance with the Department Documents but are not required to be obtained as of the Financial Close date will not be granted in due course and thereafter remain in effect.
9. No event that, with the passage of time or the giving of notice, would constitute a Department Default has occurred and has not yet been cured.
10. The Department Documents have been approved as to form and legality by the Office of the Attorney General pursuant to the act of October 15, 1980 (P.L. 950, No. 164), as amended, known as the Commonwealth Attorneys Act.
11. The execution and delivery by the Department of the Department Documents and the performance by the Department of its obligations thereunder are consistent with and do not conflict with Pennsylvania Act 84 of 2022 and as a result, the Department has the power to execute and deliver the Department Documents and perform its obligations thereunder and execute waivers, change orders, and other modifications to the Department Documents and to perform its obligations under the Department Documents following any such modification, change, or waiver without any additional consent, authorization, provision of notice, or approval.
12. The Department acknowledges the Existing Litigation (as defined in paragraph 14 below), and notwithstanding the Existing Litigation, there is no action, suit, proceeding, investigation, or litigation pending (including the Existing Litigation), nor, as of the date hereof, has the Department received express notice from any person of such person's intent to initiate litigation that challenges or could be reasonably expected to have an adverse impact on (a) the ability of the Department to perform its obligations under the Department Documents; (b) the Department's power and authority to execute and deliver the Department Documents or to perform its obligations thereunder; (c) the validity or enforceability of the Department Documents; or (d) the authority of the Department representative(s) executing the Department Documents.
13. Judge Ellen Ceisler issued an opinion, filed June 30, 2022 at Docket Entry No. 404 M.D. 2021, in the litigation styled as South Fayette Township, Bridgeville Borough, and Collier Township v. Pennsylvania Department of Transportation, Public-Private Transportation Partnership (P3 Board) and Yassmin Gramian, P.E, in their official capacity as Chairperson of the P3 Board (the "Existing Litigation") (and related judicial decisions), which declared the Project void ab initio. Subsequently, the General Assembly enacted Act 84 of 2022, approved by the Governor of the Commonwealth on July 11, 2022, which by its terms, authorized the Project. As such, this Agreement (and the obligations of PennDOT hereunder) are fully enforceable against PennDOT, and PennDOT is fully authorized and empowered to perform its obligations under this Agreement and direct the PDA Entity's recommencement of the PDA Work under this Agreement).

SS
LL
11/29/2022

Capitalized terms used herein, but not defined, have the meanings ascribed to such terms in the Project Agreement.

[Signature appears on the succeeding page]

DEPARTMENT:

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

SS
LL

11/29/2002

Exhibit 5-6

FORM OF DEPARTMENT LEGAL OPINION



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

[●], 2022

TO: EACH OF THE PARTIES SET FORTH IN SCHEDULE 1 ATTACHED HERETO

To Whom It May Concern:

As Acting Chief Counsel, I am chief legal counsel for the Pennsylvania Department of Transportation (the **Department**), an executive agency of the Commonwealth of Pennsylvania (the **Commonwealth**), and in this capacity, I have examined the transactions contemplated by: (a) that certain Public-Private Transportation Partnership Agreement (Pre-Development Agreement) for the PennDOT Major Bridges Project (the **Pre-Development Agreement**) dated as of [●], 2022 between the Department and Bridging Pennsylvania Partners LLC, a Delaware limited liability company; (b) that certain Public-Private Transportation Partnership Agreement to Design, Build, Finance, and Maintain the PennDOT Major Bridges Project ("Package One" Major Bridges P3 Project) (the **Project Agreement**) dated as of [●], 2022 between the Department and Bridging Pennsylvania Developer I, LLC, a Delaware limited liability company (the **Development Entity**), and (c) that certain Direct Agreement (the **Direct Agreement**) dated as of [●], 2022 by and among the Department, the Development Entity and [●], as Collateral Agent. This opinion is being delivered solely in my capacity as Acting Chief Counsel and at the express request of the Department. All terms used in this opinion and not otherwise expressly defined herein shall have the respective meanings assigned thereto or provided therefor in the Project Agreement.

For purposes of rendering the opinions set forth herein, I have examined all applicable laws, and the following documents and such other materials as I deemed necessary or appropriate for the purposes hereof:

- (a) the Pre-Development Agreement;
- (b) the Project Agreement; and
- (c) the Direct Agreement.

The documents described in (a), (b), and (c) above, are collectively referred to herein as the **Transaction Documents**.

In rendering the opinions expressed herein, I have assumed, without independent investigation, (i) the genuineness of all signatures on the documents reviewed by me (**provided, however**, I am not assuming for purposes of the opinions herein the genuineness of signatures of individuals executing documents on behalf of the Department), (ii) the authenticity of all such documents submitted to me as originals, (iii) the

conformity to the originals of all such documents submitted to me as copies, (iv) the due execution of all documents by individuals authorized to execute them and the delivery of all such documents (**provided, however,** I am not assuming for purposes of the opinions herein the due execution and delivery of documents by individuals executing documents on behalf of the Department), (v) with respect to documents executed by parties other than the Department, that those parties executing those documents have the requisite power and authority to enter into and perform all obligations under those documents, that those documents are such parties' legal, valid and binding obligations enforceable against such parties in accordance with their terms and that all statements made therein by such parties are true and correct, (vi) the legal capacity of all natural persons executing documents (**provided, however,** I am not assuming for purposes of the opinions herein the legal capacity of natural persons executing documents on behalf of the Department), and (vii) that there are no oral or written statements or agreements that modify, amend, vary, annul or postpone, or purport to modify, amend, vary, annul or postpone, any of the terms of the Transaction Documents. As to questions of fact material to the opinions rendered herein, I have made such inquiry as in my judgment is appropriate under the circumstances.

To the extent that any opinion expressed herein is based upon "my knowledge", or words of similar import, these words imply that in the course of my representation of the Department in connection with this matter, no information has come to my attention or the attention of the attorneys currently rendering services to the Department in connection with this matter that would give us actual knowledge or actual notice of the existence or absence of facts which would change the opinions stated herein.

To the extent that this opinion deals with the application of law, it is limited as to the effect on the subject transaction only of the laws of the United States of America and the Commonwealth, and I express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or of principles of conflicts of laws.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, I am of the opinion that as of the date hereof:

- (a) The Department is an executive agency of the Commonwealth and has full power, right and authority and all required licenses to execute, deliver and perform the Transaction Documents to which the Department is a party and to perform each and all of the obligations of the Department provided for herein and therein and carry out the transactions contemplated herein and therein.
- (b) Each individual person executing each Transaction Document on behalf of the Department is duly authorized to execute and deliver such Transaction Document on behalf of the Department, and the Transaction Documents have been duly executed and delivered by the Department.
- (c) Each of the Transaction Documents to which the Department is (or will be) a party has been (or will be) duly and validly executed and delivered by the Department and constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of the Department, enforceable against the Department in accordance with its terms, subject only to the effect of bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
- (d) The execution and delivery by the Department of the Transaction Documents and the performance by the Department of its obligations thereunder and the transactions contemplated therein, is not in conflict with or has resulted or will result in a default under, or a violation of, any other agreement or instrument or any judgement, court order, or decree to which the Department is a party or by which it is bound.

- (e) The execution and delivery by the Department of the Transaction Documents and performance by the Department of its obligations thereunder have been duly and validly authorized by all necessary action of the Department and will not, at the time of rendering this opinion, violate or contravene any laws applicable to the Department that are valid and in effect as of the date of this opinion. The Department is not in breach of any applicable law that would have a material adverse effect on the performance of any of its obligations under the Transaction Documents.
- (f) The execution and delivery by the Department of the Transaction Documents and the performance by the Department of its obligations thereunder do not, at the time of rendering this opinion require any consent, approval, or authorization of, notice to, or declaration, filing, or registration with any party other than those that we have previously obtained or accomplished and those, as to performance of such obligations, that are contemplated under the Transaction Documents to be obtained or accomplished, if any, and as applicable, after the time of rendering this opinion.
- (g) No event that, with the passage of time or the giving of notice, would constitute a "Department Default" (as defined under the Project Agreement) has occurred and has not yet been cured.
- (h) The Department has obtained all governmental approvals that are required (as of the date hereof of rendering this opinion) to perform its obligations under the Transaction Documents, other than those governmental approvals that are contemplated under the Transaction Documents to be obtained, if any, after the time of rendering this opinion, and the Department has, as of the time of rendering this opinion, no reason to believe that any governmental approvals that are necessary to enable the Department to perform such obligations in accordance with the Transaction Documents but are not required to be obtained as of the date of rendering this opinion will not be granted in due course and thereafter remain in effect.
- (i) The execution and the delivery by the Department of the Transaction Documents, and the performance by the Department of its obligations thereunder, are consistent with and do not conflict with Pennsylvania Act 84 of 2022 and as a result, the Department has the power to execute and deliver the Transaction Documents and perform its obligations thereunder and execute waivers, change orders, and other modifications to the Transaction Documents and to perform its obligations under the Transaction Documents following any such modification, change, or waiver without any additional consent, authorization, provision of notice, or approval.
- (j) The Department acknowledges the Existing Litigation (as defined below), and notwithstanding the Existing Litigation, there is no action, suit, proceeding, investigation, or litigation pending, nor, has the Department received express notice from any person of such person's intent to initiate litigation that does or could reasonably be expected to challenge (i) the ability of the Department to perform its obligations under the Transaction Documents; (ii) the Department's power and authority to execute and deliver the Transaction Documents or to perform its obligations thereunder; (iii) the validity or enforceability of the Transaction Documents; or (iv) the authority of the Department representative(s) executing the Transaction Documents.
- (k) Judge Ellen Ceisler issued an opinion, filed June 30, 2022 at Docket Entry No. 404 M.D. 2021, in the litigation styled as South Fayette Township, Bridgeville Borough, and Collier Township v. Pennsylvania Department of Transportation, Public-Private Transportation Partnership (P3 Board) and Yassmin Gramian, P.E, in their official capacity as Chairperson of the P3 Board (the **Existing Litigation**) (and related judicial decisions), which declared the Project void ab initio. Subsequently, the General Assembly enacted Act 84 of 2022, approved by the Governor of the

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Commonwealth on July 11, 2022, which by its terms, authorized the Project. As such, this Agreement (and the obligations of PennDOT hereunder) are fully enforceable against PennDOT, and PennDOT is fully authorized and empowered to perform its obligations under this Agreement and direct the PDA Entity's recommencement of the PDA Work under this Agreement).

- (l) The Project Agreement has been approved as to form and legality by the Office of the Attorney General pursuant to the act of October 15, 1980 (P.L. 950, No. 164), as amended, known as the Commonwealth Attorneys Act.

The opinions set forth above are subject to the following additional assumptions, qualifications and exceptions:

- (i) The enforceability of the Transaction Documents is subject to, and limited by (A) the effect of bankruptcy, insolvency, reorganization, moratorium, or other similar Laws now or hereafter in effect affecting, generally, the enforcement of creditor's rights and remedies, (B) the effect of applicable laws governing equitable remedies and defenses, and the discretion of any court of competent jurisdiction in awarding equitable remedies, including, without limitation, the doctrine of sovereign immunity, (C) the effect of applicable law governing enforcement and collection of damages against the Department, including, without limitation, the doctrine of sovereign immunity; and (D) applicable law concerning the review and approval of contracts, as to form and legality, by the Office of General Counsel of the Commonwealth and the Office of the Attorney General of the Commonwealth, provided, however, the doctrine of sovereign immunity shall not bar an action to enforce a claim based on the breach of a contractual provision of any of the Transaction Documents to the extent of the limited waiver of sovereign immunity in Chapter 17 of the Commonwealth Procurement Code, 62 Pa.C.S. §§ 1701 et seq. and provided the claim is presented in accordance with the laws of the Commonwealth.
- (ii) I express no opinion as to the nature or extent of the Department's rights in, or title to, any property, or to the existence or priority of any lien or security interest applicable to any property.
- (iii) I express no opinion herein as to whether a court would limit enforcement of any of the enforcing party's rights or remedies under the Transaction Documents if the enforcement thereof under the circumstances would violate an implied covenant of good faith and fair dealing.
- (iv) I express no opinion as to the enforceability of any (A) provisions which purport to waive procedural, judicial or substantive rights to the extent not waivable under applicable law or to restrict access to legal or equitable remedies or which purport to establish evidentiary standards, (B) provisions relating to subrogation rights, suretyship, delay or omission of enforcement of rights or remedies, agreements to agree on future acts, prohibitions against the transfer, alienation, or hypothecation of property, consent judgments or marshaling of assets, (C) remedies in respect of a breach that is not material or does not adversely affect the enforcing party, (D) provisions exculpating any party from liability for its acts or omissions to the extent the acts or omissions involve gross negligence, recklessness, willful misconduct or unlawful conduct, and (E) provisions imposing penalties, or default rates of interest or late payment charges upon delinquency in payment or the occurrence of a default or event of default, to the extent they are deemed to be penalties or forfeitures.

- (v) I express no opinion on (A) the securities laws of the United States of America or the Commonwealth, (B) the environmental laws of the United States of America or the Commonwealth, (C) the Internal Revenue Code of 1986 and all rules and regulations promulgated thereunder and (D) the statutes, ordinances, administrative decisions, rules, regulations and laws of counties, towns, municipalities, political subdivisions and other similar local governmental units of the Commonwealth (including, without limitation, those pertaining to zoning and other real property and land use matters, and other local law matters of any kind).

This opinion is delivered to you upon the request of the Department, solely for your benefit in connection with the referenced transaction and may not be quoted or relied on by any other person, or used for any other purpose, without our prior written consent. No opinion is to be implied or inferred beyond the opinions expressly stated herein.

The opinions expressed herein are based upon the law in effect on the date hereof, and I assume no obligation to revise, supplement or update this opinion or otherwise advise you of any matters after the date hereof should such law be changed by legislative action, judicial decision or otherwise.

Very truly yours,

Donald J. Smith

Acting Chief Counsel for the Department of Transportation

PARTIES TO WHOM LEGAL OPINION IS ADDRESSED

Bridging Pennsylvania Developer I, LLC
Attn: Sarah Schick, Authorized Representative
125 West 55th Street,
New York, NY 10019

[*Equity Members*]
[ADDRESSES]

[*Lenders*]
[ADDRESSES]

[Collateral Agent and Trustee]
[ADDRESSES]

cc: Michael Bonini, Director of Public-Private Transportation Partnerships Office
Pennsylvania Department of Transportation
400 North Street - 6th Floor
Harrisburg, PA 17120

Exhibit 6

PAYMENT MECHANISM

SECTION 1 — DEFINITIONS

Capitalized terms used in this PA Exhibit 6 (*Payment Mechanism*) shall have the respective meanings given to them in PA Exhibit 1 (*Acronyms, Abbreviations, and Definitions*).

SECTION 2 — AVAILABILITY PAYMENT

The Availability Payment (AP) for any Month (m) in Calendar Year (y) shall be calculated as:

$$AP_{m,y} = MAP_{m,y} - ACPD - MPD_{m,y} - OD_{m,y}$$

1. **MAP_{m,y} = Maximum AP (MAP) for Month (m) in Calendar Year (y) calculated as:**

$$MAP_{m,y} = MAP_y \times d_{m,y} / d_y$$

MAP_y = MAP for any Calendar Year (y) calculated as:

$$MAP_y = \text{Fixed MAP} + \text{Indexed MAP} \times CPI_y / CPI_{base}$$

Fixed MAP = 80% of the Base MAP

Indexed MAP = 20% of the Base MAP

CPI_y = latest CPI published as of the first day of the month of the Substantial Completion Date

CPI_{base} = latest CPI published as of October 1, 2022

d_{m,y} = number of days in Month (m) in Calendar Year (y) from the start of Month (m) (or the Substantial Completion Date if later) to the end of Month (m) (or the Termination Date if earlier);

d_y = number of days in Calendar Year (y)

2. **ACPD = Aggregate D&C Period Deductions**

Aggregate Noncompliance Event Deductions and Lane Closure Rental Fees incurred and accrued by Development Entity prior to the Substantial Completion Date:

$$ACPD = CNCED + CLCRF$$

CNCED = aggregate Noncompliance Event Deductions

CNCED for each Month (m) in Calendar Year (y), calculated as:

$$CNCED_{m,y} = \$1,000 \times \text{Indexation Factor} \times CNCE P$$

Indexation Factor = CPI_y / CPI_{base}

CNCE P = number of Noncompliance Points associated with the corresponding Noncompliance Event(s) to occur in Month, per TP Table A32-1 (D&C Period Noncompliance Events) and TP Table A32-2 (Maintenance Performance Requirements During the Construction Period).

CLCRF = aggregate Lane Closure Rental Fees

CLCRF for each Month (m) in Calendar Year (y) following NTP3², calculated as:

$$\text{CLCRF}_{m,y} = \text{Lane Closure Rental Fee} \times \text{Indexation Factor} \times \text{Lane Closure Hours}$$

Lane Closure Rental Fee = the per hour/lane value for any non Permitted Closure to occur in Month, per the applicable "Lane Closure Rental Fees" table(s) included in the Bridge-Specific Requirements

Indexation Factor = the higher of (i) $1.025^{(\text{Fiscal Year} - 2022)}$ and (ii) $\text{CPI}_y / \text{CPI}_{\text{base}}$

Lane Closure Hours = the time period of any non Permitted Closure to occur in Month, rounded up to the nearest full hour

Beginning with the first Availability Payment and continuing until such amounts owing to the Department have been satisfied, ACPD will be applied to reduce $\text{MAP}_{m,y}$ until the full ACPD amount has been incurred by the Development Entity, notwithstanding that $\text{MAP}_{m,y}$ will not be less than zero.

3. **$\text{MPD}_{m,y}$ = Maintenance Period Deductions for Month (m) in Calendar Year (y)**

Noncompliance Event Deductions and Lane Closure Rental Fees incurred and accrued by Development Entity in each month after the Substantial Completion Date:

$$\text{MPD}_{m,y} = \text{MNCED}_{m,y} + \text{MLCRF}_{m,y}$$

MNCED_{m,y} = Noncompliance Event Deductions for Month (m) in Calendar Year (y) calculated as:

$$\text{MNCED}_{m,y} = \$1,000 \times \text{Indexation Factor} \times \text{MNCE P}$$

Indexation Factor = $\text{CPI}_y / \text{CPI}_{\text{base}}$

MNCE P = the number of Noncompliance Points associated with the corresponding Noncompliance Event(s) to occur in Month, per TP Table A32-3 (Maintenance Period Noncompliance Events) and TP Table A32-4 (Maintenance Performance Requirements During the Maintenance Period)

MLCRF_{m,y} = Lane Closure Rental Fees for Month (m) in Calendar Year (y) calculated as:

$$\text{MLCRF}_{m,y} = \text{Lane Closure Rental Fee} \times \text{Indexation Factor} \times \text{Lane Closure Hours}$$

Lane Closure Rental Fee = the per hour/lane value for any Lane Closure that is not a Permitted Closure to occur in Month, per the applicable "Lane Closure Rental Fees" table(s) included in the Bridge-Specific Requirements

Indexation Factor = the higher of (i) $1.025^{(\text{Fiscal Year} - 2022)}$ and (ii) $\text{CPI}_y / \text{CPI}_{\text{base}}$

Lane Closure Hours = the time period of any Lane Closure that is not a Permitted Closure to occur in Month, rounded up to the nearest full hour

² Or if LNTP issues, LNTP3 as to the geographic scope of the LNTP3.

MPD_{m,y} will be applied to reduce MAP_{m,y}; provided that in no event shall the MPD_{m,y} together with any OD_{m,y} for any given month in a calendar year during the Term reduced the AP_{m,y} so as to be insufficient to pay for all principal of or interest on, or premiums, fees and other regularly schedule payment obligations with respect to, Project Debt then outstanding (provided that, for avoidance of doubt, without limiting the foregoing principle as to any subsequent month, any such MPD_{m,y} and OD_{m,y} amounts not applied to MAP_{m,y} in accordance with the foregoing principle shall roll over to each subsequent month until fully-applied against MAP_{m,y}).

4. **OD_{m,y} = Other Deductions for Month (m) in Calendar Year (y)**

Other Monthly Deductions incurred and accrued by the Development Entity in each month during the Term including Deductions: (a) for Handback Requirements Reserve Account shortfalls as set forth in PA Section 10.13.4.2c (Funding), (b) as compensation to the Department following its acceptance of an "accept as-is" NCE designation pursuant to PA Section 7.3.3.3 (Correction of Nonconforming Work), (c) as offset for payment of money or damages from the Development Entity to the Department then due and owing under the Project Agreement as set forth under PA Section 18.3.3 (Damages; Offset), and (d) any other instance in which the Contract Documents provide for a deduction to Availability Payments or Development Entity payment or compensation to the Department (unless such payment or compensation is specifically limited to an alternate method of payment); provided that in no event shall the OD_{m,y} together with any MPD_{m,y} for any given month in a calendar year during the Term reduce the AP_{m,y} so as to be insufficient to pay for all principle of or interest on, or premiums, fees and other regularly scheduled payment obligations with respect to, Project Debt then outstanding (provided that, for avoidance of doubt, without limiting the foregoing principle as to any subsequent month, any such MPD_{m,y} and OD_{m,y} amounts not applied to AP_{m,y} in accordance with the foregoing principle shall roll over to each subsequent month until fully-applied against AP_{m,y}).

For avoidance of doubt, Key Personnel- and Required Personnel-related Liquidated Damages will accumulate and be deducted for a three month period as part of OD_{m,y} as to each Key Personnel or Required Personnel's unavailability for the preceding three month period.

Exhibit 7

FEDERAL LEGAL REQUIREMENTS

<u>Exhibit Description</u>	<u>No. of Pages</u>
Attachment 1 – Federal Requirements for Federal Aid Construction Facilities	2
Attachment 2 – Required Contract Provisions, Federal-Aid Construction Contracts - FHWA Form 1273	13
Attachment 3 – Federal Nondiscrimination and Equal Employment Opportunity Clauses	5
Attachment 4 – Federal Prevailing Wage Rate	31
Attachment 5 – Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 FR 14895)	5
Attachment 6 – Debarment and Suspension Certification	2
Attachment 7 – Reserved	1
Attachment 8 – Certification Regarding Use of Contract Funds For Lobbying	1
Attachment 9 – Compliance with Buy America Requirements	3
Attachment 10 – Federal Funding Accountability and Transparency Act Subrecipient Agreement Requirements and Data Sheet	4
Attachment 11 – Title VI Assurances	5

ATTACHMENT 1 TO EXHIBIT 7

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION FACILITIES

- (a) GENERAL. — The work herein proposed will be financed in whole or in part with federal funds, and therefore all of the statutes, rules and regulations promulgated by the federal government and applicable to work financed in whole or in part with federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA-1273," are included in this Attachment 1 to PA Exhibit 7 (Federal Legal Requirements). Whenever in said required contract provisions references are made to:
 - (b) "contractor," "prime contractor," "bidder" or "prospective primary participant," such references shall be construed to mean Development Entity or its authorized representative and/or the Lead Construction Contractor or its authorized representative, as may be appropriate under the circumstances;
 - (c) "contract" or "prime contract," such references shall be construed to mean the Project Agreement;
 - (d) "subcontractor," "supplier," "vendor," "prospective lower tier participant" or "lower tier subcontractor," such references shall be construed to mean, as appropriate, Contractors other than the Lead Construction Contractor; and
 - (e) "department," "agency" or "department or agency entering into this transaction," such references shall be construed to mean Department, except where a different department or agency is specified.
- (f) NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by 23 U.S.C. § 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C. § 1746, is included in the Proposal.
- (g) RECOVERED MATERIALS. — Development Entity and its contractors (at all tiers) shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

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establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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ATTACHMENT 2 TO EXHIBIT 7

PART B

FHWA-1273 – Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACT

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates

the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and

reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project

indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account

(except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the

apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(c)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29

CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract

price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and

requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered

transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared

ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total

number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT 3 TO EXHIBIT 7

**FEDERAL NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES
(All Federal Aid Contracts)* (1-76)**

1. Equal Opportunity Clause in Federally Assisted Construction Contracts: The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the PennDOT contracting officer setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the PennDOT contracting officer advising the labor union or workers' representatives of the contractor's commitments under this section and section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the immediately preceding paragraphs 1(a) through 1(g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Equal Opportunity Clause in Federally Assisted Construction Contracts: The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The contractor will include the provisions of the immediately preceding paragraphs (2)(a) through (2)(g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the contractor participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: In accordance with 23 C.F.R. Part 633, Appendix B to Subpart B, during the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the provisions of 23 U.S.C. § 324 and with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier, as a result of such direction, the contractor may request the State to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

ATTACHMENT 4 TO EXHIBIT 7
FEDERAL PREVAILING WAGE RATE³

Bridges: I-78 Lenhartsville, I-80 Nescopeck, I-80 Over Lehigh, I-81 Susquehanna

General Decision Number: PA20220006 09/02/2022

Superseded General Decision Number: PA20210006

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

³ PennDOT to BPP – current as of 11/4/22; will be revisited prior to Commercial Close.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/11/2022
3	02/25/2022
4	03/11/2022
5	05/06/2022
6	06/10/2022
7	07/08/2022
8	07/29/2022
9	09/02/2022

BOIL0013-003 01/01/2022

	Rates	Fringes
BOILERMAKER	\$ 50.17	34.96

* CARP0167-006 05/01/2022

BERKS, CARBON and LANCASTER

	Rates	Fringes
CARPENTER	\$ 36.02	29.96

CARP0167-007 05/01/2022

LEHIGH and NORTHAMPTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.02	29.96

CARP0219-007 05/01/2022

CARBON (Townships: East Penn, Lower Towamensing, Mahoning, Franklin, Towamensing, Penn Forest. Everything south of Route 903 and east to the Kidder Township Line. Boroughs: Hauto, Nesquehoning, Lansford, Summit Hill, Jim Thorpe, Weissport, Bownmanstown, Palmerton, Lehigh, and Parryville), LEHIGH AND NORTHAMPTON COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 46.73	32.20

CARP0441-005 05/01/2022

BERKS, CARBON, LANCASTER, LEHIGH and NORTHAMPTON COUNTIES

	Rates	Fringes
PILEDRIVERMAN.....	\$ 45.73	37.99

CARP0443-002 05/01/2021

ADAMS, BRADFORD, CARBON (Banks, Lausanne, Lehigh, Packer, Kidder Twps., and part of Penn Forest Township north of Route 903) COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LEBANON, LUZERNE (lower part of) MONROE, MONTOUR, NORTHUMBERLAND, PERRY, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA, UNION, WAYNE, WYOMING, YORK (New Cumberland Army Depot and Harrisburg State Airport) COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 36.08	53.41%+.86

CARP0443-010 05/01/2021

BERKS and LANCASTER COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 40.00	21.72

CARP2274-003 05/01/2021

Adams, Bradford, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lebanon, Luzerne, Lycoming, Monroe, Montour, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming and York

	Rates	Fringes
CARPENTER.....	\$ 33.12	17.74
PILEDRIVERMAN.....	\$ 33.12	17.74

 ELEC0126-001 05/31/2021

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUNIATA, LANCASTER, LEBANON, LEHIGH,
 NORTHAMPTON, PERRY AND YORK COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 49.22	32.25%+11.00
Groundman.....	\$ 29.53	32.25%+11.00
Lineman.....	\$ 49.22	32.25%+11.00
Truck Driver.....	\$ 31.99	32.25%+11.00
Winch Truck Operator.....	\$ 34.45	32.25%+11.00

 * ELEC1319-001 08/29/2022

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING, MONROE,
 MONTOUR, NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN,
 SUSQUEHANNA, TIOGA, UNION, WAYNE, AND WYOMING COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 62.66	22.29
Groundmen.....	\$ 38.85	13.57
Linemen.....	\$ 62.66	27.29
Truck Driver.....	\$ 40.73	13.71

 * ENGI0542-004 05/01/2021

	Rates	Fringes
Power equipment operators:		
(HIGHWAY CONSTRUCTION AND WATER LINES CONSTRUCTION (OFF PLANT SITE))		
GROUP 1.....	\$ 39.10	24.70
GROUP 1a.....	\$ 41.35	25.38
GROUP 2.....	\$ 37.93	24.35

GROUP 3.....	\$ 37.23	24.15
GROUP 4.....	\$ 36.77	24.03
GROUP 5.....	\$ 36.26	23.88
GROUP 6.....	\$ 39.33	24.77
GROUP 6a.....	\$ 41.58	25.43

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. and over, twenty five cents (\$0.25) per hour additional will be paid for each increment of 25 ft. over 100 ft. On machines with booms (including jibs, masts and leads, etc.), 200 ft. and over, two (2) Operating Engineers shall be required.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Pile drivers, all types of cranes, all types of backhoes, draglines, keystones, all types of shovels, derricks, trench shovels, trenching machines, paver (blacktop and concrete), gradalls, all front end loaders, tandem scrapers, pippin types backhoes, boat captains, batch plant with mixer, drill self contained (drill-master type), CMI Autograde, milling machine, vemeer saw, conveyor loader (euclid type) scraper and tournapulls, bulldozers and tractors, concrete pumps, motor patrols, mechanic welders, log skidder, side boom, bobcat type (with attachments), boring machines including directional boring machines, chipper with boom, hydro ax, machines similar to the above including remote control equipment.

GROUP 1a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Single person operation truck cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating. Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2 - Spreaders, asphalt plant engineers, rollers (high grade finishing), machine similar to above, including remote control equipment, and forklifts 20ft and over.

GROUP 3 - Welding machine, well points, compressors, pump heaters, farm tractors, form line graders, ditch witch type trencher, road finishing machines, concrete breaking machines, rollers, miscellaneous equipment operator, seaman pulverizing mixer, power broom, seeding spreader, tireman - (for power equipment) conveyors, loaders other than EUC type, conveyors, driller second class, machines similar to the above including remote control equipment, and forklift under 20 ft.

GROUP 4 - Fireman and grease truck

GROUP 5 - Oilers and deck hands

GROUP 6 - All machines with booms (including jibs, masts, leads, etc.) 100 ft. and over.

GROUP 6a: All machines with Booms (including Jibs, Masts, Leads, etc.) 100 feet 15 ton and over factory rating. Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

*****TOXIC/HAZARDOUS WASTE REMOVAL *****

Add 20 per cent to basic hourly rate for all classifications

* ENGI0542-022 05/01/2021

Rates Fringes

Power equipment operators:

(HEAVY CONSTRUCTION:)

GROUP 1.....	\$ 38.44	27.52+A
GROUP 1a.....	\$ 40.69	28.18+A
GROUP 2.....	\$ 38.16	27.43+A
GROUP 2a.....	\$ 40.41	28.10+A
GROUP 3.....	\$ 35.24	26.57+A
GROUP 4.....	\$ 34.10	26.24+A
GROUP 5.....	\$ 33.65	26.11+A
GROUP 6.....	\$ 32.77	25.85+A

HEAVY CONSTRUCTION:

FOOTNOTE:

A: PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the employee works the day before and the day after the holiday.

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads 100 ft. from ground up, fifty (\$0.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads, etc.) 200 ft. and over, two (2) operators shall be required, no Oilers will be required, with seventy five (\$0.75) in increments of 25 ft.

TOXIC/HAZARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Machines doing hook work, any machine handling machinery, cable spinning machines, helicopters, machines similar to the above, including remote control equipment, all types of cranes, cableways, and draglines.

GROUP 1a: Machines doing hook work; Machines handling machinery; All types of cranes 15 ton and over factory rating; Cable ways; Draglines 15 ton and over factory rating; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: Backhoes, keystones, shovels, derricks, trench shovels, trenching machines, hoist with two towers, pavers 21E and over, overhead cranes, building hoists (double drum) gradalls, mucking machines in tunnels, front end loaders, tandem scrapers, pippin type backhoes, boat captains, batch plant operators concrete drills, self-contained rotary drills, fork lifts, 20ft, lift and over, scrapers, tournapulls, spreaders,

bulldozers and tractors, rollers (high grade finishing), mechanic-welder, motor patrols, concrete pumps, grease truck, bob cat type (all attachments), boring machines including directional boring machines, hydro ax, side boom, vermeer saw, chipper with boom, machines similar to the above including remote control equipment

GROUP 2a: Crawler backhoes and crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; Equipment 15 ton and over factory rating; Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Conveyors, building hoist (single drum), high or low pressure boilers, drill operators, well drillers, asphalt plant engineers, ditch witch type trencher, second class driller, forklift truck under 20ft. lift, stump grinder, tireman (for power equipment), machines similar to above including remote control equipment.

GROUP 4: Welding machines, well points, compressors, pumps, heaters, farm tractors, form line graders, road finishing machines, concrete breaking machines, rollers, seaman pulverizing mixer, power boom, seeding spreader, chipper without boom, machines similar to the above including remote control equipment.

GROUP 5: Fireman.

GROUP 6: Oilers and deck hands (personnel boats).

IRON0404-006 07/01/2022

ADAMS, BERKS, CUMBERLAND, DAUPHIN, JUANITA, LANCASTER, LEBANON, LEHIGH, LYCOMING, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, SCHUYLKILL, SNYDER, UNION and YORK COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 35.26	31.13

IRON0404-017 07/01/2022

BRADFORD, CARBON, COLUMBIA, LACKAWANNA, LUZERNE, MONROE, PIKE, SULLIVAN, TIOGA, SUSQUEHANNA, WAYNE and WYOMING COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.26	31.13

LABO0158-001 05/01/2022

	Rates	Fringes
Laborers:		

GROUP 1.....	\$ 24.01	18.54
GROUP 2.....	.\$ 30.63	18.54
GROUP 3.....	\$ 27.62	18.54
GROUP 4.....	\$ 27.97	18.54
GROUP 5.....	\$ 28.64	18.54
GROUP 6.....	\$ 28.06	18.54
GROUP 7.....	\$ 28.35	18.54
GROUP 8.....	\$ 28.83	18.54

LABORERS CLASSIFICATIONS

GROUP 1: Flag person

GROUP 2: Hazardous/Toxic/Asbestos Waste Handler, Lead Paint Handler

GROUP 3: Asphalt tamper, concrete pitman, puddlers, highway guide rail right of way and property fence slab reinforcement placers, Laborers, landscaper, seeders, planters, magazine tenders, laser beam men for pipe laying and paving machines,, railroad trackman, signalman, asphalt rakers, lute or screed man, pneumatic and electric tool operators, jackhammers, paving breakers, concrete saws, whacker vibrator, chainsaw, highway concrete block layers, sheet hammer, pipe layers, Walk Behind Rollers, Walk Behind Trencher

GROUP 4: Caisson-open air below 8 feet, cofferdam open air below 8 feet where excavations for circular caissons and cofferdams 8 ft. and below level of natural grade adjacent to starting point, form setters (road) wagon drill diamond point drill, gunite nozzle operators, walk behind rollers and concrete rubbers, blaster.

GROUP 5: Form Setter, Reinforced Steel Placer, Bonding Aligning and Securing and Burning and welding in Conjunction with Rebar, and Concrete Surfacers.

FREE AIR TUNNELS AND ROCK SHAFTS

GROUP 6: Outside laborers in conjunction with tunnels and rock shafts

GROUP 7: Chuck tenders, muckers, nippers, miners, inside laborers

GROUP 8: Miners, drillers, blasters, pneumatic shield operators, lining, spotting and timber workmen, rebar steel placer, bonding and securing, welders, and concrete surfacers

PAIN0021-026 05/01/2021

ADAMS, CUMBERLAND, DAUPHIN, LANCASTER, PERRY, AND YORK COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.72	16.30
Brush.....	\$ 25.84	16.30
Spray, Sandblast.....	\$ 27.97	16.30

PAIN0057-021 06/01/2021

JUNIATA COUNTY

	Rates	Fringes
Painters:		
Bridge, Towers.....	\$ 36.25	21.61
Commercial Brush & Roller.	\$ 29.15	21.61
Industrial Brush & Roller...	\$ 34.00	21.61
Spray.....	\$ 29.15	21.61

PAIN1021-001 05/01/2012

BERKS, CARBON, LEBANON, LEHIGH, NORTHAMPTON, AND MONROE COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 30.85	14.80
Bridge; Spray.....	\$ 31.85	14.80
Brush and Roller.....	\$ 26.55	14.80
Spray and Sandblast.....	\$ 27.55	14.80

PAIN1021-002 05/01/2009

BRADFORD, COLUMBIA, LACKAWANNA, LUZERNE, LYCOMING, MONTOUR,
NORTHUMBERLAND, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, TIOGA,
UNION, WAYNE, WYOMING COUNTIES

	Rates	Fringes
Painters:		
Bridge; Brush, Roller.....	\$ 25.60	12.05
Bridge; Spray.....	\$ 26.60	12.05
Brush and roller.....	\$ 22.75	12.05
Spray, Sandblast.....	\$ 23.75	12.05

PLAS0592-004 06/01/2022

MONROE COUNTY; (EXCEPT TOBYHANNA DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...		
	\$ 36.48	13.80

PLAS0592-005 06/01/2022

COLUMBIA COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...		
	\$ 36.48	13.80

PLAS0592-017 05/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
BERKS (Northeastern part lying North of a line starting from the Southern boundary line of Lehigh County continuing through Huffs Church, Frederickville, Dryville, Lyon Station, Kutztown, Krumsville, and Stoney Run in Berks County to the Lehigh County line), CARBON, LEHIGH, NORTHAMPTON (Northwest part including the towns of Walnutport, Bath, and Northampton) COUNTIES		
	\$ 33.93	23.80

PLAS0592-018 05/01/2022

	Rates	Fringes
Cement Mason/Concrete Finisher		
Adams, Lancaster and York Counties		
	\$ 32.80	21.50

PLASTERER

Adams, Berks (Portions of), Lancaster, and Lebanon Counties

	\$ 29.38	20.90
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PLAS9592-002 06/01/2021

MONROE COUNTY (TOBYHANNA ARMY DEPOT)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
	\$ 35.88	13.30

TEAM0229-003 05/01/2021

	Rates	Fringes
TRUCK DRIVER (ADAMS, BERKS, CARBON, COLUMBIA, CUMBERLAND, DAUPHIN, JUNIATA, LACKAWANNA, LANCASTER, LEBANON, LEHIGH, LUZERNE, LYCOMING, MONROE, MONTOUR, NORTHAMPTON, NORTHUMBERLAND, PERRY, PIKE, SCHUYLKILL, SNYDER, SULLIVAN, SUSQUEHANNA, UNION, WAYNE, WYOMING, AND YORK COUNTIES)		

GROUP 1.....	\$ 37.72	0.00
GROUP 2.....	\$ 37.79	0.00
GROUP 3.....	\$ 38.28	0.00

Truck drivers: (BRADFORD AND TIOGA COUNTIES)

GROUP 1.....	\$ 22.66	13.46
GROUP 2.....	\$ 22.73	13.46
GROUP 3.....	\$ 23.22	13.46

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Flat Bed Truck (Single-Axle), Dump Trucks (Under 10 Yds Single Axle), Stake Body Truck (Single Axle), Dumpster (Single Axle)

GROUP 2: Dump Truck (Over 10 Yds), Asphalt Distributors, Transit Mix (Under 5 Yds), Transit Mix (Over 5 Yds.), Flat or Stake Body (Tandem), Fuel Truck A-Frame/Winch Trucks, Dry Batch Truck, Truck Mounted Sweeper and Vac Trucks, Buses, Dumpster (Tandem)

GROUP 3: Euclid-Type, Off Highway Equipment-Back or Double Bottom Dump Trucks (Over 20 Tons), Straddle Trucks, Pusher, Articulate Dumped Trucks, Low Boy Trailers, Semi Trailers Water Tank, Sprinkler Trucks, Winch Trucks and Fuel Trucks shall be governed by the appropriate classification as listed above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

Bridges: I-78 Lenhartsville, I-80 Nescopeck, I-80 Over Lehigh, I-81 Susquehanna

"General Decision Number: PA20220002 09/02/2022

Superseded General Decision Number: PA20210002

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer grouting projects and excluding sewage and water treatment plant projects)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is	Executive Order 13658 generally applies to the contract.

not renewed or extended on or after January 30, 2022:	The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	01/28/2022
4	02/11/2022
5	02/25/2022
6	05/20/2022
7	06/03/2022
8	06/10/2022
9	07/08/2022
10	09/02/2022

BOIL0013-005 01/01/2022
CENTRE, FRANKLIN, POTTER, CLINTON, FULTON, HUNTINGDON AND MIFFLIN COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 50.17	34.96

BOIL0154-004 01/01/2021
ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST, GREENE, INDIANA,

JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN,
WASHINGTON AND WESTMORELAND COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 43.90	29.55

BOIL0744-003 07/01/2008

ERIE COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 35.34	18.48

BRPA0005-033 05/03/2020

MIFFLIN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.97	20.02

BRPA0005-046 05/03/2020

FRANKLIN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.99	16.87

BRPA0005-071 05/03/2020

CLINTON COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	17.20

BRPA0009-004 02/01/2021

BEDFORD, BLAIR, CAMBRIA, CENTRE COUNTY (Halfmoon, Houston, Patton, Rush, Taylor and Worth Townships), FULTON, HUNTINGDON, and SOMERSET COUNTIES

	Rates	Fringes
Bricklayer, Stonemason & Marble Setter		
	\$ 31.50	20.79

 BRPA0009-006 02/01/2021

CLEARFIELD, FOREST, JEFFERSON, VENANGO, AND CLARION (Except Brady, Madison, Perry, Porter, Redbank, and Toby Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.80	21.26
Marble mason.....	\$ 31.80	21.26

 BRPA0009-023 06/01/2018

BEAVER COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 30.16	21.41

 BRPA0009-025 12/01/2021

BUTLER, LAWRENCE, AND MERCER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.41	23.44

 BRPA0009-032 06/01/2017

FAYETTE (Jefferson & Washington Twps), GREENE (Except Cumberland, Dunkirk, Greene, Monongahela Twps), INDIANA, AND WESTMORELAND (Rostraver Twp) COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.00	20.66

BRPA0009-033 12/01/2020

ARMSTRONG, CLARION (Brady, Madison, Perry, Tobe, Porter, Redbank Twps), FAYETTE (Except Jefferson & Washington Twps), GREENE (Cumberland, Dunkirk, Greene, Monongahela Twps), INDIANA, AND WESTMORELAND (Except Rostraver Twp) COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.00	23.16

BRPA0009-034 11/01/2019

ERIE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 28.64	21.86

BRPA0009-058 06/01/2020

ALLEGHENY, WASHINGTON (Cross Creek, Hanover, Jefferson, Mt Pleasant, Nottingham, Peters, Robinson, Smith, Union Twps) COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.05	22.81

BRPA0009-059 02/01/2021

CAMERON, ELK, McKEAN, POTTER AND WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.50	21.08

CARP0443-004 06/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 42.27	46.80%+.91

CARP2235-005 01/01/2022

	Rates	Fringes
PILEDRIVERMAN		
Piledriverman (welder).....	\$ 38.55	20.50
Piledriverman.....	\$ 37.60	20.50

CARP2235-006 01/01/2022

	Rates	Fringes
Diver.....	\$ 56.40	20.50
Tender.....	\$ 37.60	20.50

CARP2274-001 01/01/2022

	Rates	Fringes
CARPENTER (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES)		
Carpenters (Welders).....	\$ 38.05	19.84
Carpenters.....	\$ 37.10	19.84

CARPENTER (BEDFORD, BLAIR, CAMBRIA, CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD, CRAWFORD, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, MIFFLIN, POTTER, SOMERSET, VENANGO, AND WARREN COUNTIES)

Carpenters (Welders).....	\$ 37.80	19.84
Carpenters.....	\$ 36.85	19.84

ELEC0005-006 12/24/2021

ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, BUTLER CAMBRIA, CAMERON, CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON, GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET, VENANGO, WASHINGTON, AND WESTMORELAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.11	29.00

ELEC0056-004 06/01/2022

ERIE, FOREST AND WARREN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.44	24.51

ELEC0126-005 05/31/2021

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE, CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON, INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 50.33	32.25%+11.00
Groundman.....	\$ 30.20	32.25%+11.00
Lineman.....	\$ 50.33	32.25%+11.00
Truck Driver.....	\$ 32.71	32.25%+11.00
Winch Truck Operator.....	\$ 35.23	32.25%+11.00

ELEC0126-007 05/31/2021

FRANKLIN AND MIFFLIN COUNTIES

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 49.22	32.25%+11.00
Groundman.....	\$ 29.53	32.25%+11.00
Lineman.....	\$ 49.22	32.25%+11.00
Truck Driver.....	\$ 31.99	32.25%+11.00
Winch Truck Operator.....	\$ 34.45	32.25%+11.00

ELEC0143-007 06/01/2022

FRANKLIN and MIFFLIN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	25.98

ELEC0712-003 12/27/2021

CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.55	26.25

ELEC0812-008 06/01/2022

CLINTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 36.31	23.64

ELEC0812-009 06/01/2021

POTTER COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 36.84	22.41

ELEC0812-011 06/01/2020

CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion, Walker, Miles, Haines Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	21.31

* ELEC1319-004 08/29/2022

BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE, MCKEAN,
MERCER, VENANGO, WARREN AND POTTER COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 62.66	22.29

Groundmen.....	\$ 38.85	13.57
Linemen.....	\$ 62.66	27.29
Truck Driver.....	\$ 40.73	13.71

ENGI0066-016 01/01/2022

Rates Fringes

Power equipment operators:

(ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, CRAWFORD, ERIE, ELK, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES)

GROUP 1.....	\$ 34.79	23.33
GROUP 1-A.....	\$ 37.79	23.33
GROUP 1-B.....	\$ 36.79	23.33
GROUP 2.....	\$ 34.53	23.33
GROUP 3.....	\$ 30.88	23.33
GROUP 4.....	\$ 30.42	23.33
GROUP 5.....	\$ 30.17	23.33

Power equipment operators:

(BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES)

GROUP 1.....	\$ 34.50	23.33
GROUP 1-A.....	\$ 37.50	23.33
GROUP 1-B.....	\$ 36.50	23.33
GROUP 2.....	\$ 34.22	23.33
GROUP 3.....	\$ 30.58	23.33
GROUP 4.....	\$ 30.09	23.33
GROUP 5.....	\$ 29.88	23.33

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt Paving Machine (Spreader), Autograde (C.M.I. and similar); Backfiller, Compactor with Blade, Backhoe - 360 and 180 degree Swing; Cableway; Caisson Drill (similar to Hugh Williams), Central Mix Plant; Cooling Plant; Concrete Paving Mixer, Concrete Pump (self-propelled); Cranes; Cranes (boom or mast over 101ft.\$50 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary-Climbing Tower Crane); Derrick; Derrick Boat; Dozer(greater than 25,000 lbs.); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote control or otherwise),Grader (power-fine grade); Hilift (4 cy. and over); Hoist 2 Drums or more (in one unit); Hydraulic Boom Truck with pivotal cab (single motor-Pitman or similar), (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Kocal; Mechanic, Locomotive (std. Gauge); Metro-chip Harvester or similar; Milling Machine (Roto Mill or similar); Mix Mobile; Mix Mobile (with Self Loading Attachment), Mucking Machine (tunnel); Pile Driver Machine; Pipe Extrusion Machine; Presplitter Drill (self contained); Refrigeration Plant (soil Stabilization) Rough Terrain Crane (25 ton over) (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Rough Terrain Crane (under 25 ton), Scrapers; Shovel-Power; Slip form Paver (C.M.I. and similar); Trenching Machine (30,000 lbs. and over), Trenching Machine (under 30,000 lb.), Tunnel Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley, Mechanic, Compactor with blade

GROUP 1-A Backhoes-360 degree swing (above 120,000 lbs. gross weight); Cranes (over 100 tons), Cranes-Rough Terrain (over 100 ton)

GROUP 1-B Backhoes-360 degree swing (above 70,000 lbs. to 120,000 lbs. gross weight); Cranes (up to 100 ton), Cranes-Rough Terrain (65 ton-100 ton), Tower Crane

GROUP 2: Asphalt plant operator; auger (tractor mtd.); auger (truck mtd.); belt loader (euclid or similar); boring machine; cable placer or layer; Directional drill over 3,000 lbs. thrust; concrete batch plant (electronically synchronized); concrete belt placer (C.M.I. and similar); concrete finishing machine and spreader, concrete mixer (over 1 cy.) concrete pump (stationary); core drill (truck or skid mtd. - similar to penn drill), dozer (25,000 lbs. or less); Ditch Witch Saw, force feedloader; fork lift (lull or similar); grader - power; grease unit operator (head); guard rail post driver (truck mounted) guard rail post driver (skid type); hilift (under 4 cy.); skid steer loader; hydraulic boom truck (non-pivotal cab); job work boat (powered), jumbo operator; locomotive (narrow gauge); minor equipment operator (accumulative four units); mucking machine; multi-head saw (groover); overhead crane; roller-power- asphalt; ross carrier; side boom or tractor mounted boom; shuttle buggy (asphalt), stone crusher (screening-washing plants); stone spreader (self propelled) truck mounted drill (davey or similar); welder and repairman; well point pump operator; bidwell concrete finishing machine (or similar).

GROUP 3: Broom Finisher (C.M.I. or similar); Compactors/Rollers (static or vibratory (Self-propelled) on dirt or stone; Curb Builder; Minor Equipment Operator (two or three units); Multi-head Tie Tamper; Pavement Breaker (self-propelled or ridden); Soil Stabilizer Machine; Tire Repairman; Tractor (snaking and hauling); Well Driller and Horizontal: Winch or ""A"" Frame Truck (when hoisting and lowering).

GROUP 4: Ballast Regulator; Compressor; Concrete Mixer (1 cy. & under with skip); Concrete Saw (Ridden or self-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Grout Pump; Heater (Mechanical); Hoist (single Drum); Ladavator, Light Plant; Mulching Machine; Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, spray Cure Machine (powered Driven); Subgrader; Tie Puller; Tugger; Welding Machine (Gas or Diesel).

GROUP 5: Deck Hand; Farm Tractor; Fireman on Boiler; Oiler; Power Broom; Side Delivery Shoulder Spreader (attachment);

IRON0003-001 06/01/2022

ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER,
BEAVER, CLARION, AND WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.39	33.79

IRON0003-007 06/01/2022

BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN, AND
POTTER COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.79	31.87

IRON0003-011 06/01/2022

CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.07	31.65

IRON0207-002 06/01/2022

LAWRENCE, MERCER, AND VENANGO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.92	26.25

IRON0404-008 07/01/2022

FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL		

\$ 35.26 31.13

IRON0549-002 12/01/2021

GREENE COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 34.44	24.61

IRON0568-004 05/01/2022

BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Reinforcing, Machinery Mover, Rigger & Machinery Erector, Welder, Fence Erector.....	\$ 29.36	23.31

LABO1058-001 01/01/2022

	Rates	Fringes
LABORER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	.\$ 27.60	25.50
GROUP 2.....	.\$ 27.76	25.50
GROUP 3.....	\$ 28.25	25.50
GROUP 4.....	\$ 28.70	25.50
GROUP 5.....	\$ 29.11	25.50
GROUP 6.....	\$ 25.95	25.50
GROUP 7.....	\$ 28.60	25.50

GROUP 8..... \$ 30.10 25.50

Laborers: (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES)

GROUP 1..... \$ 27.70 25.50
 GROUP 2..... \$ 27.86 25.50
 GROUP 3..... \$ 28.25 25.50
 GROUP 4..... \$ 28.70 25.50
 GROUP 5..... \$ 29.11 25.50
 GROUP 6..... \$ 25.95 25.50
 GROUP 7..... \$ 28.70 25.50
 GROUP 8..... \$ 30.20 25.50

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman (weigh) Blaster, Boatman, Brakeman, Change house attendant, Cofferdam, Concrete curing pitman, Puddler, Drill Runner's helper (Includes Drill Mounted on Truck, Track, or similar and Davey Drill Spots, Clean up, helps to maintain), Electric Brush and or Grinder, Fence Construction (Including Fence Machine Operator) Form stripper and Mover, Gabion (Erectors and Placers) Hydro jet blaster nozzleman; Landscape laborer, Manually moved emulsion sprayer, Radio actuated traffic control operator Rip rap work, scaffolds and Runways, Sheetters and Shorers (includes lagging) structural concrete Top Surfer, Walk Behind Street Sweeper, and Wood Chipper; water boy

GROUP 2: Air tool operator (all types); Asphalt, batch & concrete plant operator (manually operated) Burner, Caisson; men (open air); Carryable pumps; Chain saw operator including attachments, Cribbing, (concrete or steel); Curb machine operator (asphalt or concrete walk behind); Diamond head Core Driller, Drill runner's helper (tunnel) Fork Lift, (walk behind), Form Setter (Road Forms Line man) Highway Slab reinforcement placers (including joint and Basket Setters) Hydraulic pipe pusher; Liner plates (Tile or Vitrified Clay) Mechanical compacting equipment operators, Mechanical joint sealer, Dope pot and Tar Kettle, Mortar mixer (hand or machine) Muckers, Brakemen & all other Labor, (Includes installation of utility lines) Pipe Layers /Fusion /Heating Iron (Regardless of materials) Portable Single Unit Conveyor, Post Hole Auger, (2 or 4 cycle hand operated) Power wheelbarrows and buggies, Rail porter or similar; Sand blaster; Signal Man, Vibrator operator, All RAILROAD TRACK WORK TO INCLUDE THE FOLLOWING: adzing machine, ballast Router, Bolting Machine, Power Jacks, Rail Drills, Railroad Brakeman, Rail Saws, Spike Drivers (Manually or hand held tool) Spike Pullers Tamping Machine, Thermitweld

GROUP 3: Asphalt Luteman/Raker, Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, Belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout

machine operator; Guniting or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe (aligning and securing); Placing wire mesh on guniting projects; Wagon drill operators (air track or similar); Walk behind ditching machine (trencher or similar); crown screed adjuster and welder

GROUP 4: Reinforcing Steel Placer (Bending, aligning, and securing, Cadweld)

GROUP 5: High Burner, (Any burning not done from deck), Welder (Pipeline)

GROUP 6: Uniformed Flagperson, Watchman

GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels C & D

GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels A & B

PAIN0021-019 05/01/2021

CLINTON COUNTY

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.67	18.80
Brush & Roller.....	\$ 29.02	21.14
Spray.....	\$ 30.02	21.14

PAIN0021-024 05/01/2021

FRANKLIN COUNTY

	Rates	Fringes
PAINTER		
Brush.....	\$ 25.84	16.30

PAIN0057-014 06/01/2021

ALLEGHENY, FAYETTE, GREENE, WASHINGTON COUNTIES

	Rates	Fringes
Painters:		

Bridge.....	\$ 36.25	21.61
Brush & Roller.....	\$ 29.15	21.61
Spray.....	\$ 29.15	21.61

PAIN0057-015 06/01/2021

ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA, JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND WESTMORELAND COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.25	21.61
Brush and Roller.....	\$ 29.15	21.61
Spray.....	\$ 29.15	21.61

PAIN0057-022 05/01/2020

	Rates	Fringes
Painters: (ERIE, McKEAN, AND WARREN (Including Columbus and Freehold twps) COUNTIES)		
Bridges, Stacks, Towers.....	\$ 25.82	19.71
Brush and Roller.....	\$ 23.32	19.71
Spray and Sandblasting.....	\$ 24.07	19.71

PAIN0057-027 06/01/2020

CAMERON, CRAWFORD, POTTER, WARREN, (Excluding Columbus and Freehold twps)

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 28.80	20.04

PLAS0526-002 01/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		

\$ 32.84 22.60

PLUM0027-001 06/01/2021

ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, CLARION, GREENE (Except extreme Eastern portion), LAWRENCE, WASHINGTON (Except extreme Eastern portion) and WESTMORELAND (City of Arnold and City of New Kensington Only) COUNTIES

	Rates	Fringes
Plumbers and Pipefitters (Bridge Drain Pipe)		
	\$ 44.45	24.57

PLUM0027-009 06/01/2021

CRAWFORD, ERIE, FOREST, MCKEAN, MERCER, VENANGO and WARREN COUNTIES

	Rates	Fringes
Plumbers and Pipefitters (Bridge Drain Pipe)		
	\$ 42.78	24.57

PLUM0354-005 06/01/2012

BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK, FAYETTE, GREENE (Extreme Eastern portion), HUNTINGDON, INDIANA, JEFFERSON, SOMERSET, WASHINGTON (Extreme Eastern portion), AND WESTMORELAND COUNTIES

	Rates	Fringes
Plumbers and Pipefitters (Bridge Drain Pipe)		
	\$ 35.54	19.97

TEAM0040-006 01/01/2022

	Rates	Fringes
TRUCK DRIVER (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLEARFIELD, CRAWFORD, ERIE, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND)		

GROUP 1..... \$ 31.43 21.71

GROUP 2..... \$ 31.89 22.02

Truck drivers: (BEDFORD, CAMERON, CLARION, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES)

GROUP 1..... \$ 31.29 21.63

GROUP 2..... \$ 31.75 21.93

FOOTNOTES: A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehouseman. Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)

GROUP 2 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloader, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a

union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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ATTACHMENT 5 TO EXHIBIT 7

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has

employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minorities and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by

the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Contract or Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and

retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT 6 TO EXHIBIT 7

DEBARMENT AND SUSPENSION CERTIFICATION

1. By executing the Project Agreement (with respect to Contractors, any Contract), the Development Entity shall be deemed to have signed and delivered the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (ii) violation of federal or state antitrust statutes (including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging); (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, or obstruction of justice; or (iv) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects its present responsibility;

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;


e. if a corporation, have not been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

f. if a corporation, does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. Where the Development Entity, Contractor, or Subcontractor is unable to certify to any of the statements in this certification, such Person shall attach a certification to its proposal or bid, or shall submit it with the executed Project Agreement, Contract, or Subcontract, stating that it is unable to provide the certification and explaining the reasons for such inability.

[signature on following page]

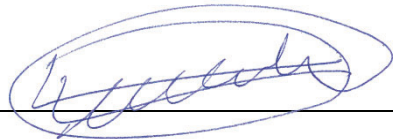
Bridging Pennsylvania Developer I, LLC

By:  _____

Name: Sarah Schick

Title: Authorized Representative

Bridging Pennsylvania Developer I, LLC

By:  _____

Name: Lucas Lahitou

Title: Authorized Representative

ATTACHMENT 8 TO EXHIBIT 7

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of *Proposer*, to the best of his or her knowledge and belief, that:

- (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its PDA Proposal.

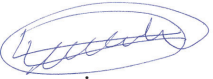
The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

Name: Sarah Schick 
Title: Authorized Representative
Entity Making Certification: Bridging Pennsylvania Developer I, LLC
Date: October 28, 2022

Name: Lucas Lahitou 
Title: Authorized Representative
Entity Making Certification: Bridging Pennsylvania Developer I, LLC
Date: October 28, 2022

ATTACHMENT 9 TO EXHIBIT 7

COMPLIANCE WITH BUY AMERICA REQUIREMENTS

[Before 11/10/22 or if current federal waiver is extended]

The Development Entity shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410, which permits FHWA participation in the Project Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract price under the Project Agreement or \$2,500,000 whichever is greater.

Concurrently with execution, the Development Entity has completed and submitted, or shall complete and submit, to the Department a Buy America Certificate, in the format below. After submittal, the Development Entity is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the Project Agreement be investigated, the Development Entity has the burden of proof to establish that it is in compliance.


At the Development Entity's request, the Department may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist pursuant to 23 C.F.R. § 635.410(c). However, the Development Entity certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Department. A request for a waiver shall be treated as a Change Request under PA Section 15.2 (*The Development Entity Changes*).

BUY AMERICA CERTIFICATE

Certificate of Compliance

The Development Entity hereby certifies that it will comply with the requirements of 23 U.S.C. § 313 and the applicable regulations in 23 C.F.R. § 635.410.

Date: October 28, 2022

Signature: _____ 

Development Entity's Name: Bridging Pennsylvania Developer I, LLC

Title: Authorized Representatives

or

Certificate for Noncompliance

The Development Entity hereby certifies that it cannot comply with the requirements of 23 U.S.C. § 313, but may qualify for a waiver to the requirement to 23 U.S.C. § 313 and regulations in 23 C.F.R. § 635.410.

Date: _____

Signature: _____

Development Entity's Name: _____

Title: _____

[After 11/10/22 or if current federal waiver is not extended]

COMPLIANCE WITH BUY AMERICA REQUIREMENTS

The Development Entity shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410, as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), which permits federal financial assistance in the Project Agreement only if (a) all iron and steel used in the project be produced in the United States (i.e., all manufacturing processes, from the initial melting stage through the application of coatings, to occur in the United States); (b) all manufactured products used in the Project are produced in the United States (i.e., the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation)¹¹; and (c) all construction materials¹² (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States (i.e., all manufacturing processes for the construction material occurred in the United States); provided, however, that construction materials where all manufacturing processes did not occur in the United States may be used so long as the cumulative cost of such construction materials as they are delivered to the project does not exceed 0.1% of the total contract amount, or \$2,500, whichever is greater.

¹¹ A nationwide Buy America waiver that supersedes Build America, Buy America requirements is currently in effect for manufactured products. Manufactured products that are not predominantly steel or iron fall under this waiver and are allowable for use without regard to country of origin. "Predominantly steel or iron" is defined as greater than or equal to 50 percent of the total cost of the manufactured product; Manufactured products that are predominantly steel or iron must comply with Buy America provisions according to Section 106.10(a).

¹² "Construction Materials" are as defined in section 70917(c)(1) of the Infrastructure Investment and Jobs Act. Generally, "construction materials" includes an article, material, or supply that is or consists primarily of: non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber-optic cables), glass (including optic glass), lumber, or drywall. Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. "Aggregates" shall not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Concurrently with execution, the Development Entity has completed and submitted, or shall complete and submit, to the Department a Buy America Certificate, in the format below. After submittal, the Development Entity is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the Project Agreement be investigated, the Development Entity has the burden of proof to establish that it is in compliance.

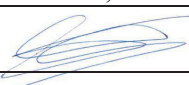
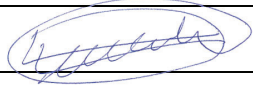
At the Development Entity's request, the Department may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist pursuant to regulations promulgated pursuant to the Buy America Act, as amended as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law). However, the Development Entity certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Department. A request for a waiver shall be treated as a Change Request under PA Section 15.2 (*The Development Entity Changes*).

BUY AMERICA CERTIFICATE

Certificate of Compliance

The Development Entity hereby certifies that it will comply with the requirements of the Buy America Act, as amended, and applicable regulations.

Date: November 3, 2022

Signature:  

Development Entity's Name: Bridging Pennsylvania Developer I, LLC

Title: Authorized Representatives

or

Certificate for Noncompliance

The Development Entity hereby certifies that it cannot comply with the requirements of the Buy America Act, as amended, and applicable regulations, but may qualify for a waiver to the requirement(s) and implementing regulations.

Date: _____

Signature: _____

Development Entity's Name: _____

Title: _____

ATTACHMENT 10 TO EXHIBIT 7

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

SUBRECIPIENT AGREEMENT REQUIREMENTS AND DATA SHEET

Federal Funding Accountability and Transparency Act --

Subrecipient Agreement Requirements

The terms "subrecipient, subgrantee and subawardee" used in the following pages and the agreement to which this document is attached shall mean the party that is the recipient of federal funds under the agreement to which this document is attached.

1. Registration and Identification Information

Subrecipient must maintain current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.

Subrecipient must provide its assigned UEI to the Commonwealth of Pennsylvania (Commonwealth) along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

2. Primary Location

Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to this agreement.

Subrecipient must provide this information to the Commonwealth along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides this information.

3. Compensation of Officers

Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if —

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards: and

2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient. Subrecipient must provide information responding to this question along with Subrecipient's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subrecipient provides such information responding to this question.

2/23/2022

Federal Funding Accountability and Transparency Act
Subrecipient Data Sheet

The Subgrantee must complete Federal Funding Accountability and Transparency Act Subrecipient Data Sheet (FFATA Sheet) attached here. The FFATA Sheet is to be completed and incorporated as part of this agreement.

Failure to provide accurate information for the Subgrantee named as a party to this agreement or to complete the FFATA Sheet will cause the inability of the Commonwealth of Pennsylvania (Commonwealth) to process this agreement and resulting in delay or loss of funds to the Subgrantee. The Subgrantee's documentation will be considered incomplete until such time that Subgrantee provides accurate FFATA information.

(a) Registration and Identification Information – The Subgrantee must maintain a current full registration that permits their entity registration to appear in a public search in the System for Award Management or SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov. Subgrantee must provide its UEI, to the Commonwealth along with the signed agreement.

(b) Primary Location - Subgrantee must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip+4. If performance is to occur in multiple locations, then Subgrantee must list the location where the most amount of the award is to be expended pursuant to this agreement.

(c) Compensation of Officers - Subgrantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if-

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; and
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; and

2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subgrantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subgrantee. Subgrantee must provide information responding to this question along with Subgrantee's return of the signed agreement. The Commonwealth will not process this agreement until such time that Subgrantee provides such information responding to this question.

2/23/2022

Federal Funding Accountability and Transparency Act Subrecipient Data Sheet

Subrecipient must provide information along with Subrecipient's return of the signed agreement. The Commonwealth will not process the agreement until such time that Subrecipient provides such information.

UEI

UEI: Awaiting UEI from System for Award Management; please see Appendix for confirmation of application

[INSTRUCTIONS: Subrecipient must provide its assigned UEI. Subrecipient must maintain current registration that permits their entity registration to appear in a public search in SAM (www.SAM.gov) at all times during which they have active federal awards funded pursuant to this agreement. A Unique Entity Identifier (UEI) is issued upon registration in SAM.gov.]

PRIMARY LOCATION

City: Pittsburgh

State: Pennsylvania

Zip+4: 15212- 5360

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the primary location of performance under the award, including the city, State, and zip code including 4-digit extension. If performance is to occur in multiple locations, then Subrecipient must list the location where the most amount of the award is to be expended pursuant to the agreement.]

COMPENSATION OF OFFICERS

Officer 1 Name: CEO / Development Entity Project Manager - to be hired

Officer 1 Compensation: \$350,000

Officer 2 Name: Development Entity Commercial Manager - to be hired

Officer 2 Compensation: \$200,000

Officer 3 Name: Development Entity Technical Director - to be hired

Officer 3 Compensation: \$200,000

Officer 4 Name: Financing Manager / CFO - to be hired

Officer 4 Compensation: \$175,000

Officer 5 Name: Development Entity WHSE Manager - to be hired

Officer 5 Compensation: \$100,000

**By marking the following box
Subrecipient affirms they do not
meet the conditions for reporting
highly compensated officials**

[INSTRUCTIONS: Subrecipient must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if --

1. the entity in the preceding fiscal year received—
 - a. 80 percent or more of its annual gross revenues in Federal awards; **and**
 - b. \$30,000,000 or more in annual gross revenues from Federal awards; **and**
2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under *section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).*

If the Subrecipient does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Subrecipient.

Date: November 2, 2022

Entity: Bridging Pennsylvania Developer I, LLC

By:

Name: Sarah Schick

A handwritten signature in blue ink, appearing to read 'Sarah Schick', written over a horizontal line.

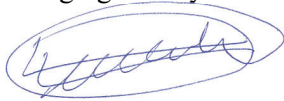
Title: Authorized Representative

Date: November 2, 2022

Entity: Bridging Pennsylvania Developer I, LLC

By:

Name: Lucas Lahitou

A handwritten signature in blue ink, appearing to read 'Lucas Lahitou', written over a horizontal line.

Title: Authorized Representative

Appendix

Please find below confirmation that our team has applied for registration with SAM for a UEI.



Entity Documentation Submitted

Reference Number [🔗](#)

INC-GSAFSD7208721

SAM.gov will review your documentation and contact you if we have any questions. [Read this article](#) [🔗](#) to learn more about what happens next.

Please do not submit any documentation for your entity at FSD.gov. All documents must be submitted here at SAM.gov.

[Go to Workspace](#)

ATTACHMENT 11 TO EXHIBIT 7

TITLE VI ASSURANCES

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A

The Subrecipient (herein referred to as the "Recipient"), hereby agrees that, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964); and
- 49 C.F.R. part 303 (FMCSA's Title VI/Nondiscrimination Regulation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including, but not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic and Safety Administration, and the FMCSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program that is the subject of this Agreement.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the federally-assisted transportation program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

- b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the federal agencies' access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the federal agencies. You must keep records, reports, and submit the material for review upon request to the federal agencies, or their designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the federally-assisted program. This ASSURANCE is binding on the Commonwealth of Pennsylvania, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the federally-assisted program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Bridging Pennsylvania Developer I, LLC
(Name of Recipient)

by 
(Signature of Authorized Official)

Sarah Schick

October 31, 2022

by 
(Signature of Authorized Official)

Lucas Lahitou

October 31, 2022

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (U.S. DOT), through its various operating administrations and bureaus, which include but are not limited to, the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Aviation Administration (FAA), Office of the Secretary, National Highway Traffic Safety Administration, and Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the U.S. DOT, through its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Commonwealth of Pennsylvania, Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with the Legislative Authority applicable under this Agreement, the Regulations for the Administration of the federally-assisted program, and the policies and procedures prescribed by the U.S. Department of Transportation's its various operating administrations and bureaus, which include but are not limited to, the FHWA, FTA, FAA, Office of the Secretary, National Highway Traffic Safety Administration, and FMCSA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Commonwealth of Pennsylvania, Department of Transportation, all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Commonwealth of Pennsylvania, Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Commonwealth of Pennsylvania, Department of Transportation, its successors and assigns.

The Commonwealth of Pennsylvania, Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Commonwealth of Pennsylvania, Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Commonwealth of Pennsylvania, Department of Transportation pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the Commonwealth of Pennsylvania, Department of Transportation will there upon revert to and vest in and become the absolute property of the Commonwealth of Pennsylvania, Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Exhibit 8

MILESTONE SCHEDULE

Milestone	Deadline
NTP2 Conditions Deadline	Not later than 60 days after the date the Department issues NTP1
NTP3 Conditions Deadline	Not later than 491 calendar days after the date the Department issues NTP2
Substantial Completion Deadline	2009 calendar days after the date the Department issues NTP1
Long Stop Date	365 days after the Substantial Completion Deadline
Final Acceptance Deadline	180 calendar days after the Substantial Completion Date

Exhibit 9

PACKAGE PROPOSAL SCHEDULE; PACKAGE PROPOSAL SOV

PACKAGE PROPOSAL SCHEDULE:

[see following pages]

PACKAGE PROPOSAL SCHEDULE OF VALUES:

[see following pages]⁶

⁶ All above from final tech proposal.

Activity ID	Activity Name	OD	START	FINISH	TF
CONTRACT ADMINISTRATION					
CONTRACT MILESTONES					
GE-MS-1000	Pathways Major Bridge - Project Let Date	0	01-Nov-22		1
GE-MS-1020	Pathways Major Bridge - Project Award Process	60	01-Nov-22	31-Dec-22	1
GE-MS-1010	Pathways Major Bridge - NEPA APPROVAL	485	01-Mar-23	01-Nov-22	31
GE-MS-1060	Pathways Major Bridge - NEPA APPROVAL	485	01-Mar-23	01-Nov-22	47
GE-MS-1040	Pathways Major Bridge - Substantial Completion Date	0	30-Jun-28*		0
GE-MS-1050	Pathways Major Bridge - Project Closeout	180	30-Jun-28	27-Dec-28	0
GE-MS-1055	Pathways Major Bridge - Final Acceptance Date	0	27-Dec-28		0
MAINTENANCE MILESTONES					
GE-MF-1000	Preliminary Maintenance Team Mobilization (6m before first sc	0	06-Mar-27		302
GE-MF-1080	Revised Asset Inventory / Condition Assessment reviewed by PennDOT	0		01-Jul-28	179
GE-MF-1010	Commencement of Maintenance Period	0	01-Jul-28		179
EXECUTIVE SUMMARY					
OVERALL CONTRACT DURATION					
GE-NK-SM-1000	Nescopeck Creek Project - Overall Project Summary (LOE)	1706	31-Dec-22	02-Sep-27	302
GE-IVS-M-1000	Lehigh River Project - Overall Project Summary (LOE)	2006	31-Dec-22	28-Jun-28	2
GE-LHSM-1000	Lehigh River Project - Overall Project Summary (LOE)	1994	31-Dec-22	15-Jun-28	14
GE-NF-SM-1000	North Fork Project - Overall Project Summary (LOE)	2002	31-Dec-22	24-Jun-28	6
GE-SHSM-1000	Susquehanna River Project - Overall Project Summary (LOE)	2008	31-Dec-22	30-Jun-28	0
GE-CCSM-1000	Canoe Creek Project - Overall Project Summary (LOE)	1795	31-Dec-22	30-Nov-27	213
OVERALL DESIGN SUMMARY					
GE-NF-SM-1010	North Fork Project - Design Project Summary (LOE)	258	31-Dec-22	15-Sep-23	298
GE-CCSM-1010	Canoe Creek Project - Design Project Summary (LOE)	273	31-Dec-22	30-Sep-23	5
GE-SHSM-1010	Susquehanna River Project - Design Project Summary (LOE)	280	02-Jan-23	09-Oct-23	175
GE-IVS-M-1010	Lehigh River Project - Design Project Summary (LOE)	547	03-Jan-23	03-Jul-24	20
GE-LHSM-1010	Lehigh River Project - Design Project Summary (LOE)	428	01-Mar-23	02-May-24	4
GE-NF-SM-1020	Nescopeck Creek Project - Design Project Summary (LOE)	484	01-Mar-23	27-Jun-24	47
OVERALL CONSTRUCTION SUMMARY					
GE-CCSM-1020	Canoe Creek Project - Construction Project Summary (LOE)	1522	30-Sep-23	30-Nov-27	213
GE-SHSM-1020	Susquehanna River Project - Construction Project Summary (LOE)	1725	10-Oct-23	30-Jun-28	0
GE-NF-SM-1020	North Fork Project - Construction Project Summary (LOE)	1529	17-Apr-24	24-Jun-28	6
GE-LHSM-1020	Lehigh River Project - Construction Project Summary (LOE)	1506	02-May-24	15-Jun-28	14
GE-NF-SM-1060	Nescopeck Creek Project - Construction Project Summary (LOE)	1161	28-Jun-24	02-Sep-27	302
GE-IVS-M-1020	Lehigh River Project - Construction Project Summary (LOE)	1456	03-Jul-24	28-Jun-28	2
ADMINISTRATION					
FROM NTP1 TO NTP2					
BASELINE SCHEDULE					
GE-AD-1000	Baseline Schedule - Preparation	47	31-Dec-22	14-Feb-23	2
GE-AD-1020	Baseline Schedule - Review	15	14-Feb-23	28-Feb-23	2
GE-AD-1030	Baseline Schedule - Approval	0		28-Feb-23	2
PMP					
GE-AD-1010	Project Management Plan - Preparation	47	31-Dec-22	14-Feb-23	2
GE-AD-1040	Project Management Plan - Review	15	14-Feb-23	28-Feb-23	2
GE-AD-1050	Project Management Plan - Approval	0		28-Feb-23	2
PROJECTS					
SUSQUEHANNA					
CONTRACT ADMINISTRATION					
CONTRACT MILESTONES					
SH-MS-1000	Susquehanna - NTP1	0	31-Dec-22		2

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Legend:

- Milestone
- Critical Remaining Work
- Remaining Work
- Actual Work
- ◆ Changed Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Page 1 of 114



Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

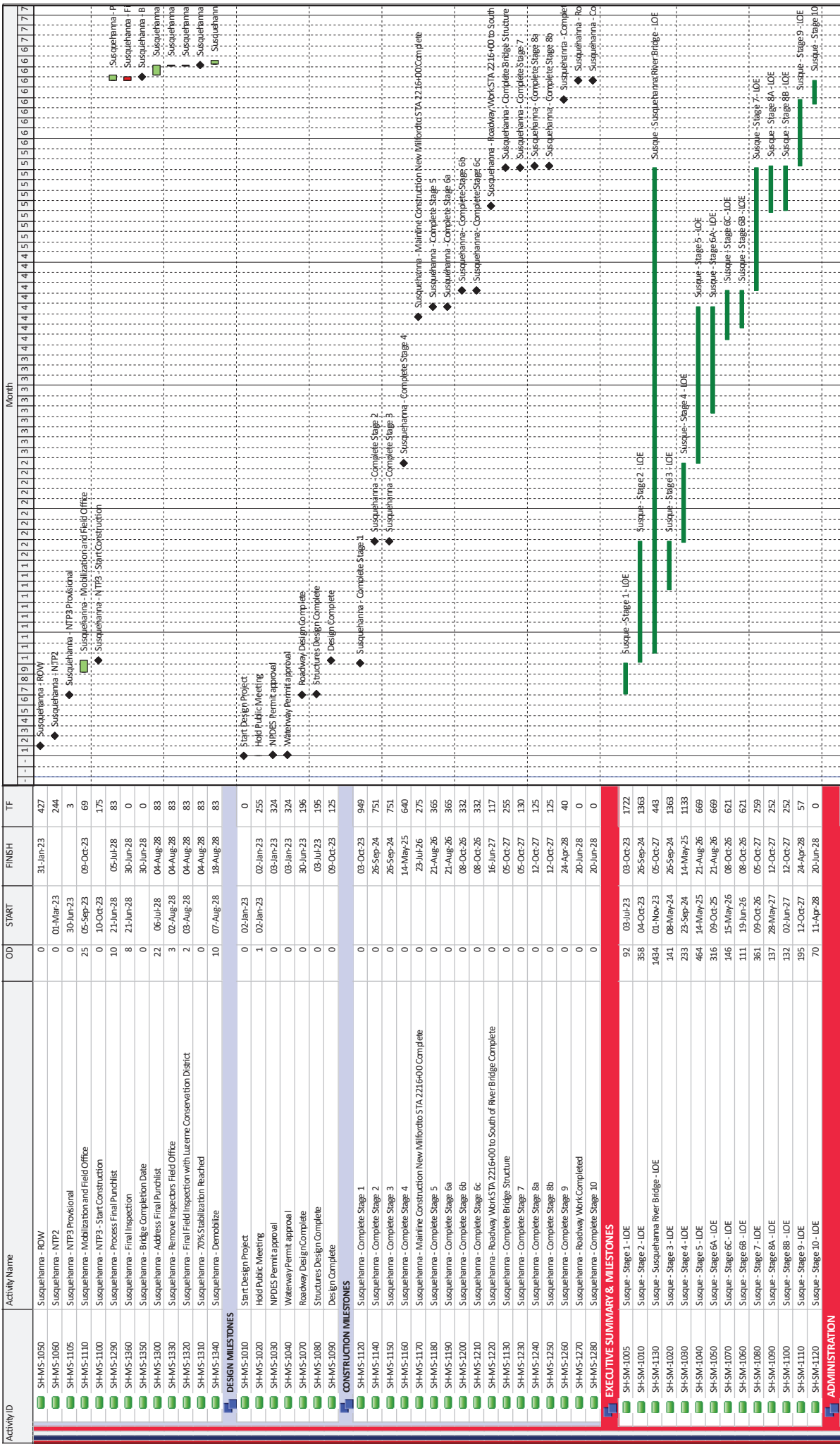
Legend:

- Milestone
- Critical Remaining Work
- Remaining Work
- Actual Work
- ◆ Changed Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Page 1 of 114



Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities
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LEGEND:

- Critical Remaining Work
- Changed Work
- Remaining Work
- Remaining Level of Effort
- Actual Work
- Actual Level of Effort
- ◆ Milestone
- ◆ % Complete

Activity ID	Activity Name	OD	START	FINISH	TF	Month
FROM NTP2 TO NTP3						
SH-AD-1000	Susquehanna - OITP Preparation	90	01-Mar-23	05-Jul-23	174	
SH-AD-1010	Susquehanna - OITP Review	20	05-Jul-23	02-Aug-23	174	
SH-AD-1020	Susquehanna - OITP Approval	0		02-Aug-23	174	
PERMITS						
NPDES Permit						
SH-PF-1000	Approve E&S Plan	1	02-Jan-23	02-Jan-23	128	
SH-PF-1020	Approve NPDES Permit	1	03-Jan-23	03-Jan-23	128	
WATERWAY PERMIT APPLICATION						
Joint Permit Application / 401 Water Quality Certificate						
SH-PF-1010	Joint Permit Application Approved (ACOE)	1	02-Jan-23	02-Jan-23	128	
SH-PF-1030	Joint Permit Application Approved (DEP)	1	03-Jan-23	03-Jan-23	128	
PROJECT SUBMITTALS						
SH-ST-1000	Prepare/Submit - BACR	45	06-Jun-23	21-Jul-23	175	
SH-ST-1010	Review/Approve - BACR	21	21-Jul-23	11-Aug-23	175	
ROW						
SH-RO-1060	Project ROW Acquisition	66	01-Nov-22	31-Jan-23	304	
SH-DS-1040	Issue ROW Clearance	1	02-Jan-23	02-Jan-23	129	
DESIGN						
ROADWAY DESIGN PACKAGE						
ROADWAY						
SH-DS-1350	Prepare Final Roadway Plan	60	02-Jan-23	24-Mar-23	0	
SH-DS-1170	Prepare Final Cross Sections	30	02-Jan-23	10-Feb-23	196	
SH-DS-1190	QA Review	5	13-Feb-23	17-Feb-23	196	
SH-DS-1360	Review Final Cross Sections	25	20-Feb-23	24-Mar-23	196	
SH-DS-1370	Roadway Plans Complete	0		24-Mar-23	196	
SH-DS-1530	QA Review	5	27-Mar-23	31-Mar-23	0	
SH-DS-1580	Review Final Roadway Plan	25	03-Apr-23	05-May-23	0	
SH-DS-1750	Address Roadway Plan Comments and Resubmit	15	08-May-23	26-May-23	0	
SH-DS-1780	Review Final Roadway Plan	25	29-May-23	30-Jun-23	0	
SH-DS-1160	Approve Final Roadway Plan	0		30-Jun-23	0	
TRAFFIC						
SH-DS-1160	Prepare Final Traffic Control Plans	25	02-Jan-23	09-Feb-23	40	
SH-DS-1180	QA Review	5	06-Feb-23	10-Feb-23	40	
SH-DS-1340	Review Traffic Control Plans	25	13-Feb-23	17-Mar-23	40	
SH-DS-1540	Address Traffic Control Plan Comments and Resubmit	10	20-Mar-23	31-Mar-23	40	
SH-DS-1590	Review #2 for Traffic Control Plans	25	03-Apr-23	05-May-23	40	
SH-DS-1600	Approve TCP	0		05-May-23	40	
STRUCTURAL DESIGN PACKAGE						
STRUCTURE (SUSQUEHANNA STREET)						
Final Type, Size & Location (TS&L)						
SH-DS-1020	Prepare Final Type Size and Location (TS&L)	15	02-Jan-23	20-Jan-23	106	
SH-DS-1090	QA Review	2	23-Jan-23	24-Jan-23	106	
SH-DS-1200	Review Final TS&L	30	25-Jan-23	07-Mar-23	106	
SH-DS-1210	Approve Final TS&L	0		07-Mar-23	106	
Final Structure Design						
SH-DS-1390	Prepare Final Structure Plans	15	08-Mar-23	28-Mar-23	106	
SH-DS-1470	QA Review	2	29-Mar-23	30-Mar-23	106	
SH-DS-1610	Review Final Structure Plans	7	31-Mar-23	11-May-23	106	
SH-DS-1680	Address Comments and resubmit	30	12-May-23	22-May-23	106	
SH-DS-1800	Review #2 Final Structure Plans	30	23-May-23	03-Jul-23	106	
SH-DS-1900	Approve Final Structure Plans	0		03-Jul-23	106	

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■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ Changed Work
◆ % Complete
— Remaining Level of Effort
— Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
STRUCTURE (SUSQUEHANNA RIVER)						
Final Type, Size & Location (TS&L)						
SH-05-1030	Prepare Final Type Size and Location (TS&L)	15	02-Jan-23	20-Jan-23	125	
SH-05-1100	QA Review	2	23-Jan-23	24-Jan-23	125	
SH-05-1220	Review Final TS&L	30	25-Jan-23	07-Mar-23	125	
SH-05-1230	Approve Final TS&L	0		07-Mar-23	125	
Final Structure Design						
SH-05-1400	Prepare Final Structure Plans	15	08-Mar-23	28-Mar-23	125	
SH-05-1460	QA Review	2	29-Mar-23	30-Mar-23	125	
SH-05-1620	Review Final Structure Plans	30	31-Mar-23	11-May-23	125	
SH-05-1730	Address Comments and resubmit	7	12-May-23	22-May-23	125	
SH-05-1830	Review #2 Final Structure Plans	30	23-May-23	03-Jul-23	125	
SH-05-1810	Approve Final Structure Plans	0		03-Jul-23	125	
STRUCTURE (SR 0171)						
Final Type, Size & Location (TS&L)						
SH-05-1041	Prepare Final Type Size and Location (TS&L)	15	02-Jan-23	20-Jan-23	125	
SH-05-1110	QA Review	2	23-Jan-23	24-Jan-23	125	
SH-05-1240	Review Final TS&L	30	25-Jan-23	07-Mar-23	125	
SH-05-1250	Approve Final TS&L	0		07-Mar-23	125	
Final Structure Design						
SH-05-1410	Prepare Final Structure Plans	15	08-Mar-23	28-Mar-23	125	
SH-05-1480	QA Review	2	29-Mar-23	30-Mar-23	125	
SH-05-1630	Review Final Structure Plans	30	31-Mar-23	11-May-23	125	
SH-05-1690	Address & Resubmit Final Structure Plans	7	12-May-23	22-May-23	125	
SH-05-1820	Review #2 Resubmitted Structure Plans	30	23-May-23	03-Jul-23	125	
SH-05-1910	Approve Final Structure Plans	0		03-Jul-23	125	
STRUCTURE (RAILROAD)						
Final Type, Size & Location (TS&L)						
SH-05-1050	Prepare Final Type Size and Location (TS&L)	15	02-Jan-23	20-Jan-23	125	
SH-05-1120	QA Review	2	23-Jan-23	24-Jan-23	125	
SH-05-1260	Review Final TS&L	30	25-Jan-23	07-Mar-23	125	
SH-05-1270	Approve Final TS&L	0		07-Mar-23	125	
Final Structure Design						
SH-05-1000	Final Structure Plans Approved	0	02-Jan-23		256	
SH-05-1420	Prepare Final Structure Plans	15	08-Mar-23	28-Mar-23	125	
SH-05-1490	QA Review	2	29-Mar-23	30-Mar-23	125	
SH-05-1640	Review Final Structure Plans	30	31-Mar-23	11-May-23	125	
NF-M5-1160	Address Comments and Submit Final Structure Plans	7	12-May-23	22-May-23	125	
SH-05-1830	Review #2 Final Structure Plans	30	23-May-23	03-Jul-23	125	
SH-05-1840	Approve Final Structure Plans	0		03-Jul-23	125	
STRUCTURE (TROWB RD GE CRREEK)						
Final Type, Size & Location (TS&L)						
SH-05-1060	Prepare Final Type Size and Location (TS&L)	15	02-Jan-23	20-Jan-23	125	
SH-05-1130	QA Review	2	23-Jan-23	24-Jan-23	125	
SH-05-1280	Review Final TS&L	30	25-Jan-23	07-Mar-23	125	
SH-05-1290	Approve Final TS&L	0		07-Mar-23	125	
Final Structure Design						
SH-05-1430	Prepare Final Structure Plans	15	08-Mar-23	28-Mar-23	125	
SH-05-1500	QA Review	2	29-Mar-23	30-Mar-23	125	
SH-05-1650	Review Final Structure Plans	30	31-Mar-23	11-May-23	125	
SH-05-1710	Address & Resubmit Structure Plans	7	12-May-23	22-May-23	125	
SH-05-1850	Review #2 Final Structure Plans	30	23-May-23	03-Jul-23	125	
SH-05-1860	Approve Final Structure Plans	0		03-Jul-23	125	
STRUCTURE (SR 1029 - RANDOLPH ROAD)						
Final Type, Size & Location (TS&L)						
SH-05-1070	Prepare Final Type Size and Location (TS&L)	15	02-Jan-23	20-Jan-23	125	

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- Remaining Level of Effort

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Activity ID	Activity Name	OD	START	FINISH	TF	Month
SH-DS-1140	QA Review	2	23-Jan-23	24-Jan-23	125	1
SH-DS-1300	Review Final TS&L	30	25-Jan-23	07-Mar-23	125	1
SH-DS-1310	Approve Final TS&L	0	07-Mar-23	07-Mar-23	125	1
Final Structure Design						
SH-DS-1440	Prepare Final Structure Plans	15	08-Mar-23	28-Mar-23	125	1
SH-DS-1510	QA Review	2	29-Mar-23	30-Mar-23	125	1
SH-DS-1660	Review Final Structure Plans	30	31-Mar-23	11-May-23	125	1
SH-DS-1720	Address & Resubmit Structure Plans	7	12-May-23	22-May-23	125	1
SH-DS-1870	Review #2 Final Structure Plans	30	23-May-23	03-Jul-23	125	1
SH-DS-1880	Approve Final Structure Plans	0	03-Jul-23	03-Jul-23	125	1
Box Culvert (MM 2297)						
Final Types, Size & Location (TS&L)						
SH-DS-1080	Prepare Final Type Size and Location (TS&L)	15	02-Jan-23	20-Jan-23	137	1
SH-DS-1150	QA Review	2	23-Jan-23	24-Jan-23	137	1
SH-DS-1320	Review Final TS&L	30	25-Jan-23	07-Mar-23	137	1
SH-DS-1330	Approve Final TS&L	0	07-Mar-23	07-Mar-23	137	1
Final Structure Design						
SH-DS-1450	Prepare Final Structure Plans	15	08-Mar-23	28-Mar-23	137	1
SH-DS-1520	QA Review	2	29-Mar-23	30-Mar-23	137	1
SH-DS-1670	Review Final Structure Plans	30	31-Mar-23	11-May-23	137	1
SH-DS-1740	Address & Resubmit Structure Plans	10	12-May-23	25-May-23	137	1
SH-DS-1760	Review #2 Final Structure Plans	15	26-May-23	15-Jun-23	137	1
SH-DS-1770	Final Structure Plans Approved	0	15-Jun-23	15-Jun-23	137	1
PS&E PACKAGE						
SH-DS-1920	Develop BID Package	20	04-Jul-23	31-Jul-23	125	1
SH-DS-1930	Perform QA of PS&E Package	20	01-Aug-23	28-Aug-23	125	1
SH-DS-1940	Address Comments and Resubmit PS&E	10	29-Aug-23	11-Sep-23	125	1
SH-DS-1950	Review PS&E	20	12-Sep-23	09-Oct-23	125	1
SH-DS-1960	Final Design Approval	0	09-Oct-23	09-Oct-23	125	1
FINAL UTILITY PLAN						
SH-DS-1010	Utility Relocation Plan Approved	0	02-Jan-23	02-Jan-23	190	1
UTILITY RELOCATION AGREEMENTS						
Obtain D-419 Utility Clearance						
SH-DS-1380	Utility Agreement Executed and Issued to (Utility)	60	02-Jan-23	24-Mar-23	171	1
SH-DS-1550	Utility Agreements Complete	20	27-Mar-23	21-Apr-23	171	1
NF-MS-1160	Utility Clearance Certification	5	24-Apr-23	28-Apr-23	171	1
SH-DS-1570	Utility Clearance Complete	0	28-Apr-23	28-Apr-23	171	1
MATERIALS FABRICATION & PROCUREMENT						
PROJECT SHOP DRAWINGS						
Prepare/Submit						
SH-PR-1145	Prepare and Submit Demo Plan Shop Drawing - Salt Lick Culvert Replacement	14	16-Jun-23	06-Jul-23	337	1
SH-PR-1150	Prepare and Submit SOE Shop Drawing - Salt Lick Culvert Replacement	14	16-Jun-23	06-Jul-23	337	1
SH-PR-1155	Prepare and Submit Precast Culvert Box Shop Drawing - Salt Lick Creek Culvert Replacement	14	16-Jun-23	06-Jul-23	299	1
SH-PR-1160	Prepare and Submit Erection Plan - Salt Lick Culvert Replacement	14	16-Jun-23	06-Jul-23	344	1
SH-PR-1000	Prepare and Submit Temporary Bridge Shop Drawing - Susquehanna Street Bridge	14	05-Jul-23	24-Jul-23	102	1
SH-PR-1005	Prepare and Submit Demo Plan Shop Drawing - Susquehanna Street Bridge	14	05-Jul-23	24-Jul-23	131	1
SH-PR-1010	Prepare and Submit SOE Shop Drawing - Susquehanna Street Bridge	14	05-Jul-23	24-Jul-23	199	1
SH-PR-1015	Prepare and Submit Precast Arch Shop Drawing - Susquehanna Street Bridge	14	05-Jul-23	24-Jul-23	197	1
SH-PR-1020	Prepare and Submit Erection Plan Shop Drawing - Susquehanna Street Bridge	14	05-Jul-23	24-Jul-23	236	1
SH-PR-1025	Prepare and Submit Pier Cap Falsework Shop Drawing - Susquehanna River Bridge	14	05-Jul-23	24-Jul-23	246	1
SH-PR-1030	Prepare and Submit Demo Plan Shop Drawing - Susquehanna River Bridge	14	05-Jul-23	24-Jul-23	173	1
SH-PR-1035	Prepare and Submit SOE Shop Drawing - Susquehanna River Bridge	14	05-Jul-23	24-Jul-23	188	1
SH-PR-1040	Prepare and Submit Pier Hammer Shop Drawing - Susquehanna River Bridge	14	05-Jul-23	24-Jul-23	223	1
SH-PR-1045	Prepare and Submit Erection Plan Shop Drawing - Susquehanna River Bridge	14	05-Jul-23	24-Jul-23	283	1
SH-PR-1050	Prepare and Submit Beam Shop Drawing - Susquehanna River Bridge	14	05-Jul-23	24-Jul-23	238	1
SH-PR-1055	Prepare and Submit Deck Plans - Susquehanna River Bridge	14	05-Jul-23	24-Jul-23	267	1

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- Critical Remaining Work
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- ◆ Milestone
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- ◆ Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
STAGE 3						
MPT						
SH-CN-11610	Under Short Term, Complete Levelling & Temp Weaving SB Inside Lane/Install Temp Slope - Sta. 1970+25 - 1976+50	1	08-May-24	08-May-24	29	
SH-CN-11880	Implement Stage 3 Traffic Control Pattern Sta. 1966+00 to 2242+00/Maintain Stage 2 for	15	09-May-24	30-May-24	29	
Mainline Roadway						
Sta. 1979+00 to 2018+00 Southbound						
SH-CN-12000	SB Outside WZ01 Sta. 1972+00 to 2018+00 Install E&S Measures	6	31-May-24	07-Jun-24	29	
SH-CN-12150	SB Outside WZ01 Sta. 1972+00 to 2018+00 Excavate to Subgrade	7	10-Jun-24	18-Jun-24	29	
SH-CN-12340	SB Outside WZ01 Sta. 1972+00 to 2018+00 - Install Drainage	10	19-Jun-24	02-Jul-24	29	
SH-CN-12500	SB Outside WZ01 Sta. 1972+00 to 2018+00 - Construct Rock Armored Slopes	10	09-Jul-24	17-Jul-24	43	
SH-CN-12650	SB Outside WZ01 Sta. 1972+00 to 2018+00 - Fine Grade Subgrade and Place 2A	6	18-Jul-24	25-Jul-24	43	
SH-CN-12880	SB Outside WZ01 Sta. 1972+00 to 2018+00 - Place Pavement Structure	9	26-Jul-24	07-Aug-24	55	
SH-CN-12990	SB Outside WZ01 WZ01 Sta. 1972+00 to 2018+00 - Place Temporary Cross Slope on SB OI	5	08-Aug-24	14-Aug-24	55	
Sta. 2018+00 to 2047+00 Southbound						
SH-CN-12140	SB Outside Sta. 2018+00 to 2047+00 Install E&S Measures	6	10-Jun-24	17-Jun-24	32	
SH-CN-12260	SB Outside Sta. 2018+00 to 2047+00 Excavate to Subgrade	7	19-Jun-24	26-Jun-24	33	
SH-CN-12450	SB Outside Sta. 2018+00 to 2047+00 - Install Drainage	5	09-Jul-24	10-Jul-24	29	
SH-CN-12610	SB Outside Sta. 2018+00 to 2047+00 - Construct Rock Armored Slopes	7	11-Jul-24	19-Jul-24	47	
SH-CN-12760	SB Outside Sta. 2018+00 to 2047+00 - Fine Grade Subgrade and Place 2A	6	26-Jul-24	02-Aug-24	43	
SH-CN-12950	SB Outside Sta. 2018+00 to 2047+00 - Place Pavement Structure	9	05-Aug-24	15-Aug-24	49	
SH-CN-13030	SB Outside Sta. 2018+00 to 2047+00 - Place Temporary Cross Slope on SB Outside Shoulder	5	16-Aug-24	22-Aug-24	49	
Sta. 2047+00 to 2085+00 Southbound						
SH-CN-12950	SB Outside Sta. 2047+00 to 2085+00 - Install E&S Measures	6	19-Jun-24	25-Jun-24	32	
SH-CN-12410	SB Outside Sta. 2047+00 to 2085+00 - Excavate to Subgrade	7	26-Jun-24	05-Jul-24	32	
SH-CN-12540	SB Outside Sta. 2047+00 to 2085+00 - Install Drainage	5	11-Jul-24	17-Jul-24	29	
SH-CN-12640	SB Outside Sta. 2047+00 to 2085+00 - Construct Rock Armored Slopes	5	19-Jul-24	24-Jul-24	50	
SH-CN-12910	SB Outside Sta. 2047+00 to 2085+00 - Fine Grade Subgrade and Place 2A	6	05-Aug-24	12-Aug-24	43	
SH-CN-13040	SB Outside Sta. 2047+00 to 2085+00 - Place Pavement Structure	9	13-Aug-24	23-Aug-24	43	
SH-CN-13080	SB Outside Sta. 2047+00 to 2085+00 - Place Temporary Cross Slope on SB Outside Shoulder	5	26-Aug-24	30-Aug-24	43	
Sta. 2085+00 to 2121+00 Southbound						
SH-CN-12360	SB Outside Sta. 2085+00 to 2121+00 Install E&S Measures	5	26-Jun-24	02-Jul-24	32	
SH-CN-12500	SB Outside Sta. 2085+00 to 2121+00 Excavate to Subgrade	7	07-Jul-24	12-Jul-24	32	
SH-CN-12650	SB Outside Sta. 2085+00 to 2121+00 Install Drainage	5	19-Jul-24	24-Jul-24	29	
SH-CN-12820	SB Outside Sta. 2085+00 to 2121+00 - Construct Rock Armored Slopes	8	25-Jul-24	05-Aug-24	29	
SH-CN-12990	SB Outside Sta. 2085+00 to 2121+00 - Fine Grade Subgrade and Place 2A	6	06-Aug-24	13-Aug-24	29	
SH-CN-13110	SB Outside Sta. 2085+00 to 2121+00 - Place Pavement Structure	9	14-Aug-24	26-Aug-24	95	
Sta. 2121+00 to 2165+00 Southbound						
SH-CN-11950	SB Outside Sta. 2121+00 to 2165+00 - Install E&S Measures	5	31-May-24	06-Jun-24	64	
SH-CN-11960	SB Outside Sta. 2121+00 to 2165+00 - Excavate to Subgrade	4	07-Jun-24	12-Jun-24	64	
SH-CN-12720	SB Outside Sta. 2121+00 to 2165+00 - Install Drainage	4	25-Jul-24	30-Jul-24	35	
SH-CN-12830	SB Outside Sta. 2121+00 to 2165+00 - Construct Rock Armored Slopes	4	31-Jul-24	05-Aug-24	29	
SH-CN-13050	SB Outside Sta. 2121+00 to 2165+00 - Fine Grade Subgrade and Place 2A	6	14-Aug-24	21-Aug-24	29	
SH-CN-13160	SB Outside Sta. 2121+00 to 2165+00 - Place Pavement Structure	9	22-Aug-24	04-Sep-24	41	
Sta. 2165+00 to 2197+00 Southbound						
SH-CN-11960	SB Outside Sta. 2165+00 to 2197+00 - Install E&S Measures	5	31-May-24	06-Jun-24	70	
SH-CN-12060	SB Outside Sta. 2165+00 to 2197+00 - Excavate to Subgrade	4	07-Jun-24	12-Jun-24	70	
SH-CN-12850	SB Outside Sta. 2165+00 to 2197+00 - Install Drainage	6	31-Jul-24	07-Aug-24	37	
SH-CN-12900	SB Outside Sta. 2165+00 to 2197+00 - Construct Rock Armored Slopes	6	08-Aug-24	09-Aug-24	37	
SH-CN-13150	SB Outside Sta. 2165+00 to 2197+00 - Fine Grade Subgrade and Place 2A	2	22-Aug-24	29-Aug-24	29	
SH-CN-13220	SB Outside Sta. 2165+00 to 2197+00 - Place Pavement Structure	9	30-Aug-24	13-Sep-24	35	
Sta. 2197+00 to 2223+00 Southbound						
SH-CN-11970	SB Outside Sta. 2197+00 to 2223+00 - Install E&S Measures	5	31-May-24	06-Jun-24	76	
SH-CN-12070	SB Outside Sta. 2197+00 to 2223+00 - Excavate to Subgrade	4	07-Jun-24	12-Jun-24	76	
SH-CN-12960	SB Outside Sta. 2197+00 to 2223+00 - Install Drainage	6	08-Aug-24	15-Aug-24	37	
SH-CN-12980	SB Outside Sta. 2197+00 to 2223+00 - Construct Rock Armored Slopes	2	16-Aug-24	19-Aug-24	37	
SH-CN-13190	SB Outside Sta. 2197+00 to 2223+00 - Fine Grade Subgrade and Place 2A	6	30-Aug-24	09-Sep-24	29	

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■ Critical Remaining Work
 ■ Remaining Work
 ■ Actual Work

◆ Milestone
 ◆ Changed Work
 ◆ Remaining Level of Effort
 ◆ Actual Level of Effort

— % Complete
 — % Complete
 — % Complete

Activity ID	Activity Name	OD	START	FINISH	TF	Month
SH-CN-13500	Demo Existing NB Abutment No. 1 Susquehanna Street Bridge - Stage 4	4	17-Oct-24	22-Oct-24	61	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13501	Install SOE Abutment No. 1 - Susquehanna Street Bridge - Stage 4	10	23-Oct-24	05-Nov-24	61	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13502	Excavate Abutment No. 1 - Susquehanna Street Bridge - Stage 4	5	06-Nov-24	07-Nov-24	32	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13700	FRP Abutment No. 1 Foundation - Susquehanna Street Bridge - Stage 4	5	08-Nov-24	14-Nov-24	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13740	FRP Stem Abutment No. 1 - Susquehanna Street Bridge - Stage 4	5	15-Nov-24	03-Mar-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13750	Cure Abutment No. 1 - Susquehanna Street Bridge - Stage 4	7	04-Mar-25	10-Mar-25	36	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13800	Backfill Abutment No. 1 - Susquehanna Street Bridge - Stage 4	2	10-Mar-25	12-Mar-25	29	1 2 3 4 5 6 7 8 9 10 11 12
Abutment No. 2						
SH-CN-13570	Demo Existing NB Abutment No. 2 Susquehanna Street Bridge - Stage 4	4	23-Oct-24	28-Oct-24	69	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13750	Install SOE Abutment No. 2 - Susquehanna Street Bridge - Stage 4	10	08-Nov-24	21-Nov-24	61	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13780	Excavate Abutment No. 2 - Susquehanna Street Bridge - Stage 4	3	22-Nov-24	26-Nov-24	32	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13910	FRP Abutment No. 2 Foundation - Susquehanna Street Bridge - Stage 4	5	04-Mar-25	10-Mar-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13920	FRP Stem Abutment No. 2 - Susquehanna Street Bridge - Stage 4	5	11-Mar-25	17-Mar-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13930	Cure Abutment No. 2 - Susquehanna Street Bridge - Stage 4	7	18-Mar-25	24-Mar-25	22	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13940	Backfill Abutment No. 2 - Susquehanna Street Bridge - Stage 4	2	24-Mar-25	26-Mar-25	19	1 2 3 4 5 6 7 8 9 10 11 12
SUPERSTRUCTURE						
SH-CN-13850	Set Precast - Susquehanna Street Bridge - Stage 4	5	24-Mar-25	31-Mar-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13860	Backfill Precast & Wings - Susquehanna Street Bridge - Stage 4	10	31-Mar-25	14-Apr-25	16	1 2 3 4 5 6 7 8 9 10 11 12
Mainline Roadway						
Sta. 2018+00 to 2018+00 Southbound Inside Mainline						
SH-CN-13870	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2018+00 - Install E&S Measures	3	14-Apr-25	17-Apr-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13880	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2018+00 - Sawcut/Mill SB In	1	17-Apr-25	18-Apr-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13910	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2018+00 - Excavate to Subgrade	3	18-Apr-25	23-Apr-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13930	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2018+00 - Install Drainage	4	23-Apr-25	29-Apr-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13940	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2018+00 - Shape Temp Swalk	2	29-Apr-25	01-May-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13970	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2018+00 - Fine Grade Subgr	3	01-May-25	09-May-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13980	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2018+00 - Place Pavement St	3	06-May-25	08-May-25	16	1 2 3 4 5 6 7 8 9 10 11 12
Sta. 2018+00 to 2047+00 Southbound Inside Mainline						
SH-CN-13990	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2029+35 - Install E&S Measures	3	17-Apr-25	22-Apr-25	17	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-14020	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2029+35 - Sawcut/Mill SB In	1	22-Apr-25	23-Apr-25	17	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13950	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2029+35 - Excavate to Subgrade	4	23-Apr-25	25-Apr-25	17	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13960	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2029+35 - Install Drainage	4	25-Apr-25	01-May-25	17	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13990	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2029+35 - Shape Temp Swalk	2	01-May-25	05-May-25	17	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-14000	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2029+35 - Fine Grade Subgr	6	06-May-25	09-May-25	16	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-14000	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2018+00 to 2029+35 - Place Pavement St	3	09-May-25	14-May-25	16	1 2 3 4 5 6 7 8 9 10 11 12
Sta. 2197+00 to 2249+00 Southbound Inside Mainline						
SH-CN-13310	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2223+00 to 2249+00 - Install E&S Measures	2	07-Oct-24	08-Oct-24	86	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13350	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2223+00 to 2249+00 - Sawcut/Mill SB In	2	09-Oct-24	10-Oct-24	86	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13430	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2223+00 to 2249+00 - Excavate to Subgrade	4	11-Oct-24	16-Oct-24	86	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13510	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2223+00 to 2249+00 - Install Drainage	15	17-Oct-24	06-Nov-24	115	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13640	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2223+00 to 2249+00 - Fine Grade Subgr	3	07-Nov-24	11-Nov-24	86	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13670	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2223+00 to 2249+00 - Place Pavement St	3	01-Apr-25	09-Apr-25	39	1 2 3 4 5 6 7 8 9 10 11 12
Sta. 2249+00 to 2284+00 Southbound Inside Mainline						
SH-CN-13360	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2249+00 to 2284+00 - Install E&S Measures	2	09-Oct-24	10-Oct-24	99	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13390	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2249+00 to 2284+00 - Sawcut/Mill SB In	2	11-Oct-24	14-Oct-24	99	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13480	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2249+00 to 2284+00 - Excavate to Subgrade	4	15-Oct-24	18-Oct-24	99	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13550	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2249+00 to 2284+00 - Install Drainage	3	07-Nov-24	11-Nov-24	115	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13680	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2249+00 to 2284+00 - Fine Grade Subgr	3	12-Nov-24	14-Nov-24	86	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13720	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2249+00 to 2284+00 - Place Pavement St	3	04-Apr-25	08-Apr-25	39	1 2 3 4 5 6 7 8 9 10 11 12
Sta. 2284+00 to 2303+00 Southbound Inside Mainline						
SH-CN-13400	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2284+00 to 2303+00 - Install E&S Measures	2	11-Oct-24	14-Oct-24	100	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13460	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2284+00 to 2303+00 - Sawcut/Mill SB In	2	15-Oct-24	16-Oct-24	100	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13490	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2284+00 to 2303+00 - Excavate to Subgrade	4	17-Oct-24	22-Oct-24	100	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13560	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2284+00 to 2303+00 - Install Drainage	3	12-Nov-24	14-Nov-24	115	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13730	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2284+00 to 2303+00 - Fine Grade Subgr	3	15-Nov-24	19-Nov-24	86	1 2 3 4 5 6 7 8 9 10 11 12
SH-CN-13760	SR81 SB Inside Mainline Roadway Stage 4 Sta. 2284+00 to 2303+00 - Place Pavement St	3	09-Apr-25	11-Apr-25	39	1 2 3 4 5 6 7 8 9 10 11 12

Start: 01-Nov-22
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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■ Critical Remaining Work ■ Milestone ■ Changed Work
■ Remaining Work ■ Remaining Level of Effort ■ Actual Work
■ Actual Work ■ Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
TEMPORARY CROSSOVER N01						
SH-CN-13320	Temporary Crossover No.1 - Install E&S Measures	3	07-Oct-24	09-Oct-24	105	10
SH-CN-13340	Temporary Crossover No.1 - Sawcut/Mill SB Inside Portion	1	10-Oct-24	10-Oct-24	105	10
SH-CN-13380	Temporary Crossover No.1 - Excavate to Subgrade and Place Embankment	2	11-Oct-24	14-Oct-24	105	10
SH-CN-13420	Temporary Crossover No.1 - Fine Grade Subgrade and Place 2A	2	15-Oct-24	16-Oct-24	105	10
SH-CN-13550	Temporary Crossover No.1 - Install Temp. Lighting	3	17-Oct-24	23-Oct-24	105	10
SH-CN-13560	Temporary Crossover No.1 - Place Pavement Structure	5	24-Oct-24	28-Oct-24	51	10
Exit 230 Temp Ramp D and Partial Ramp D Inside Lane						
SH-CN-13300	Exit 230 Temp Ramp D/Partial Ramp D - Install E&S Measures	2	07-Oct-24	08-Oct-24	108	10
SH-CN-13410	Exit 230 Temp Ramp D/Partial Ramp D - Excavate to Subgrade and Place Embankment	5	09-Oct-24	15-Oct-24	108	10
SH-CN-13470	Exit 230 Temp Ramp D/Partial Ramp D - Fine Grade Subgrade and Place 2A	3	16-Oct-24	18-Oct-24	108	10
SH-CN-13510	Exit 230 Temp Ramp D/Partial Ramp D - Place Pavement Structure	3	21-Oct-24	23-Oct-24	54	10
Salt Lick Creek Culvert Replacement						
SH-CN-13450	Install SOE - Salt Lick Creek Culvert Replacement - Stage 4	8	07-Oct-24	16-Oct-24	115	10
SH-CN-13520	Excavate - Salt Lick Creek Culvert Replacement - Stage 4	5	17-Oct-24	23-Oct-24	86	10
SH-CN-13580	Set Precast - Salt Lick Creek Culvert Replacement - Stage 4	3	24-Oct-24	28-Oct-24	86	10
SH-CN-13660	FRP CP Sections - Salt Lick Creek Culvert Replacement - Stage 4	10	29-Oct-24	11-Nov-24	67	10
SH-CN-13710	Cure CP Sections - Salt Lick Creek Culvert Replacement - Stage 4	7	12-Nov-24	18-Nov-24	195	10
SH-CN-13770	Backfill Precast - Salt Lick Creek Culvert Replacement - Stage 4	5	18-Nov-24	25-Nov-24	85	10
STAGE 5						
MPT						
SH-CN-14010	Shift Traffic into Stage 5 Traffic Control	21	14-May-25	13-Jun-25	16	11
Mainline Roadway						
Sta. 1979+00 to 2018+00 Northbound						
SH-CN-14020	SR 81 NB Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Install E & S Measures	2	13-Jun-25	17-Jun-25	30	11
SH-CN-14080	SR 81 NB Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Mill Lanes and Shoulder	2	17-Jun-25	19-Jun-25	39	11
SH-CN-14330	NB Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Excavate to Subgrade and New	8	19-Jun-25	01-Jul-25	39	11
SH-CN-14700	NB Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Excavate Roadcut	25	01-Jul-25	06-Aug-25	39	11
SH-CN-14820	NB Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Install Drainage	5	01-Jul-25	09-Jul-25	62	11
SH-CN-14860	NB Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Construct Access Road 2227 N6	3	06-Aug-25	11-Aug-25	39	11
SH-CN-15030	SR 81 SB Inside Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Fine Grade Subgrade	7	11-Aug-25	20-Aug-25	39	11
SH-CN-15120	NB Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Install Barrier, Swale & Stabilize	3	20-Aug-25	25-Aug-25	39	11
SH-CN-15230	SR 81 SB Inside Mainline Roadway Stage 5 Sta. 1975+90 to 2018+00 - Place Pavement St	9	25-Aug-25	05-Sep-25	39	11
Sta. 2018+00 to 2047+00 Northbound						
SH-CN-14090	SR 81 NB Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Install E & S Measures	2	17-Jun-25	19-Jun-25	30	11
SH-CN-14160	SR 81 NB Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Mill Lanes and Shoulder	2	19-Jun-25	23-Jun-25	39	11
SH-CN-14380	NB Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Excavate to Subgrade and New	8	23-Jun-25	03-Jul-25	39	11
SH-CN-14630	NB Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Excavate Roadcut	20	03-Jul-25	01-Aug-25	42	11
SH-CN-14700	NB Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Install Drainage	6	03-Jul-25	14-Jul-25	39	11
SH-CN-14870	NB Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Construct Access Road 2227 N6	3	01-Aug-25	06-Aug-25	42	11
SH-CN-15040	SR 81 SB Inside Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Fine Grade Subgrade	7	06-Aug-25	15-Aug-25	42	11
SH-CN-15130	NB Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Install Barrier, Swale & Stabilize	3	15-Aug-25	20-Aug-25	42	11
SH-CN-15240	SR 81 SB Inside Mainline Roadway Stage 5 Sta. 2018+00 to 2047+00 - Place Pavement St	9	20-Aug-25	05-Sep-25	42	11
Sta. 2047+00 to 2085+00 Northbound						
SH-CN-14170	SR 81 NB Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Install E & S Measures	2	19-Jun-25	23-Jun-25	30	11
SH-CN-14220	SR 81 NB Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Mill Lanes and Shoulder	2	23-Jun-25	25-Jun-25	43	11
SH-CN-14410	NB Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Excavate to Subgrade and New	8	25-Jun-25	08-Jul-25	43	11
SH-CN-14510	NB Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Construct Access Road 2272 N6	3	08-Jul-25	21-Jul-25	60	11
SH-CN-14580	NB Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Install Drainage	5	14-Jul-25	21-Jul-25	39	11
SH-CN-15050	SR 81 SB Inside Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Fine Grade Subgrade	7	21-Jul-25	30-Jul-25	54	11
SH-CN-15140	NB Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Install Barrier, Swale & Stabilize	3	30-Jul-25	04-Aug-25	54	11
SH-CN-15250	SR 81 SB Inside Mainline Roadway Stage 5 Sta. 2047+00 to 2085+00 - Place Pavement St	9	04-Aug-25	15-Aug-25	54	11
Sta. 2085+00 to 2121+00 Northbound						
SH-CN-14230	SR 81 NB Mainline Roadway Stage 5 Sta. 2085+00 to 2121+00 - Install E & S Measures	2	23-Jun-25	25-Jun-25	30	11
SH-CN-14280	SR 81 NB Mainline Roadway Stage 5 Sta. 2085+00 to 2121+00 - Mill Lanes and Shoulder	2	25-Jun-25	27-Jun-25	30	11
SH-CN-14440	NB Mainline Roadway Stage 5 Sta. 2085+00 to 2121+00 - Excavate to Subgrade and New	8	27-Jun-25	10-Jul-25	30	11

Start: 01-Nov-22
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Legend:

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- ◆ Changed Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort
- ◆ % Complete


Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Activity ID	Activity Name	OD	START	FINISH	TF	Month
SUPERSTRUCTURE						
SH-CN-14980	Set Precast - Susquehanna Street Bridge - Stage 5	5	06-Aug-25	13-Aug-25	16	
SH-CN-15110	FRP Wings - Susquehanna Street Bridge - Stage 5	7	13-Aug-25	20-Aug-25	16	
SH-CN-15160	Cure Wings - Susquehanna Street Bridge - Stage 5	5	21-Aug-25	27-Aug-25	25	
SH-CN-15270	Backfill Precast & Wings - Susquehanna Street Bridge - Stage 5	5	27-Aug-25	04-Sep-25	16	
SH-CN-15340	FRP Moment Slab - Susquehanna Street Bridge - Stage 5	10	04-Sep-25	18-Sep-25	16	
Salt Lick Creek Culvert Replacement						
SH-CN-14150	Excavate - Salt Lick Creek Culvert Replacement - Stage 5	5	13-Jun-25	20-Jun-25	87	
SH-CN-14250	Set Precast - Salt Lick Creek Culvert Replacement - Stage 5	3	20-Jun-25	25-Jun-25	87	
SH-CN-14570	FRP CP Sections - Salt Lick Creek Culvert Replacement - Stage 5	8	25-Jun-25	08-Jul-25	87	
SH-CN-14690	FRP Wings and Apron - Salt Lick Creek Culvert Replacement - Stage 5	7	08-Jul-25	18-Jul-25	87	
SH-CN-14800	Cure CP Sections - Salt Lick Creek Culvert Replacement - Stage 5	8	19-Jul-25	25-Jul-25	129	
SH-CN-14890	Backfill Precast - Salt Lick Creek Culvert Replacement - Stage 5	5	25-Jul-25	01-Aug-25	88	
STAGE 6 PHASE A						
SH-CN-15630	Shift Traffic into Stage 6 - Phase Traffic Control Pattern, Set Detour for Ramp A	15	09-Oct-25	30-Oct-25	40	
Mainline Roadway						
Sta. 1979+00 to 2018+00 Southbound and Median/Worribound Inside Shoulder						
SH-CN-15660	SR81 Stage 6a Sta. 1989+50 to 2018+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 1979+	2	30-Oct-25	09-Nov-25	40	
SH-CN-15690	SR81 Stage 6a Sta. 1969+50 to 2018 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 1979+	2	03-Nov-25	05-Nov-25	40	
SH-CN-15950	SR81 Stage 6a Sta. 1969+50 to 2018 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 1979+	9	05-Nov-25	18-Nov-25	40	
SH-CN-16010	SR81 Stage 6a Sta. 1969+50 to 2018 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 1979+	3	18-Nov-25	21-Nov-25	75	
SH-CN-16120	SR81 Stage 6a Sta. 1969+50 to 2018 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 1979+2018 Fine Gr	5	21-Nov-25	08-Dec-25	40	
SH-CN-16180	SR81 Stage 6a Sta. 1969+50 to 2018 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 1979+2018 Fine Gr	3	16-Mar-26	18-Mar-26	17	
SH-CN-16380	SR81 Stage 6a Sta. 1969+50 to 2018 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 1979+2018 Pavem	8	01-Apr-26	10-Apr-26	8	
Sta. 2018+00 to 2047+00 Southbound and Median/Worribound Inside Shoulder						
SH-CN-15700	SR81 Stage 6a Sta. 2018+00 to 2047+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta	2	03-Nov-25	05-Nov-25	46	
SH-CN-15730	SR81 Stage 6a Sta. 2018+00 to 2047+00 Inside Shoulder/Median and NB Inside Shoulder Sta. 20	2	05-Nov-25	07-Nov-25	46	
SH-CN-15980	SR81 Stage 6a Sta. 2018+00 to 2047+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta	9	07-Nov-25	20-Nov-25	46	
SH-CN-16060	SR81 Stage 6a Sta. 2018+00 to 2047+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta	3	20-Nov-25	25-Nov-25	81	
SH-CN-16150	SR81 Stage 6a Sta. 2018+00 to 2047+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 2018+02+0471	5	25-Nov-25	04-Dec-25	46	
SH-CN-16220	SR81 Stage 6a Sta. 2018+00 to 2047+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 2018+04766	3	16-Mar-26	18-Mar-26	25	
SH-CN-16490	SR81 Stage 6a Sta. 2018+00 to 2047+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 2018+20471	8	13-Apr-26	22-Apr-26	8	
Sta. 2047+00 to 2085+00 Southbound and Median/Worribound Inside Shoulder						
SH-CN-15740	SR81 Stage 6a Sta. 2047+00 to 2085+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta	2	05-Nov-25	07-Nov-25	52	
SH-CN-15820	SR81 Stage 6a Sta. 2047+00 to 2085+00 Inside Shoulder/Median and NB Inside Shoulder Sta. 20	2	07-Nov-25	11-Nov-25	52	
SH-CN-16040	SR81 Stage 6a Sta. 2047+00 to 2085+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta	9	11-Nov-25	24-Nov-25	52	
SH-CN-16100	SR81 Stage 6a Sta. 2047+00 to 2085+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta	3	24-Nov-25	01-Dec-25	87	
NF-MS-1160	SR81 Stage 6a Sta. 2047+00 to 2085+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 2047+20851	5	01-Dec-25	09-Dec-25	52	
SH-CN-16270	SR81 Stage 6a Sta. 2047+00 to 2085+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 2047+20851	3	16-Mar-26	18-Mar-26	33	
SH-CN-16580	SR81 Stage 6a Sta. 2047+00 to 2085+00 Inside Shoulder/Median and NB Inside Shoulder Sta. 2047+2085 Pav	8	23-Apr-26	04-May-26	8	
Sta. 2085+00 to 2121+00 Southbound and Median/Worribound Inside Shoulder						
SH-CN-15930	SR81 Stage 6a Sta. 2085+00 to 2121+00 SB Inside Shoulder/Median and NB Inside Shoulder St	2	07-Nov-25	11-Nov-25	58	
SH-CN-15970	SR81 Stage 6a Sta. 2085+00 to 2121+00 SB Inside Shoulder/Median and NB Inside Shoulder St	2	11-Nov-25	15-Nov-25	58	
SH-CN-16100	SR81 Stage 6a Sta. 2085+00 to 2121+00 SB Inside Shoulder/Median and NB Inside Shoulder St	9	13-Nov-25	26-Nov-25	58	
SH-CN-16140	SR81 Stage 6a Sta. 2085+00 to 2121+00 SB Inside Shoulder/Median and NB Inside Shoulder St	3	26-Nov-25	03-Dec-25	93	
SH-CN-16250	SR81 Stage 6a Sta. 2085+00 to 2121+00 SB Inside Shoulder/Median and NB Inside Shoulder St. 2085+2121	5	03-Dec-25	11-Dec-25	58	
SH-CN-16310	SR81 Stage 6a Sta. 2085+00 to 2121+00 SB Inside Shoulder/Median and NB Inside Shoulder Sta. 2085+2121 Rsf	3	16-Mar-26	18-Mar-26	41	
SH-CN-16630	SR81 Stage 6a Sta. 2085+00 to 2121+00 Inside Shoulder/Median & NB Inside Shoulder Sta. 2085+2121 Pa	8	05-May-26	14-May-26	8	
Sta. 2121+00 to 2165+00 Southbound and Median/Worribound Inside Shoulder						
SH-CN-15880	SR81 Stage 6a Sta. 2121+00 to 2165+00 SB Inside Shoulder/Median and NB Inside Shoulder St	2	11-Nov-25	15-Nov-25	65	
SH-CN-15900	SR81 Stage 6a Sta. 2121+00 to 2165+00 SB Inside Shoulder/Median and NB Inside Shoulder St	2	13-Nov-25	17-Nov-25	65	
SH-CN-16130	SR81 Stage 6a Sta. 2121+00 to 2165+00 SB Inside Shoulder/Median and NB Inside Shoulder St	9	17-Nov-25	02-Dec-25	65	
SH-CN-16150	SR81 Stage 6a Sta. 2121+00 to 2165+00 SB Inside Shoulder/Median and NB Inside Shoulder St	3	02-Dec-25	05-Dec-25	100	
SH-CN-16290	SR81 Stage 6a Sta. 2121+00 to 2165+00 SB Inside Shoulder/Median & NB Inside Shoulder Sta. 2121+2143	5	08-Dec-25	15-Dec-25	66	
SH-CN-16370	SR81 Stage 6a Sta. 2121+00 to 2165+00 SB Inside Shoulder/Median & NB Inside Shoulder Sta. 2121+2143Rb	3	16-Mar-26	18-Mar-26	50	

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Legend:

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- Remaining Level of Effort
- Actual Level of Effort
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Activity ID	Activity Name	OD	START	FINISH	TF	Month																										
						1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12			
SH-CN-1650	FRP Abutment No.2 Foundation - Norfolk Southern Bridge - Stage 6a	5	18-Mar-26	24-Mar-26	72																											
SH-CN-1660	FRP Stem Abutment No. 2 - Norfolk Southern Bridge - Stage 6a	7	25-Mar-26	02-Apr-26	72																											
SH-CN-16620	Cure Abutment No.2 Stem - Norfolk Southern Bridge - Stage 6a	7	09-Apr-26	09-Apr-26	104																											
SH-CN-16650	Backfill Abutment No.2 - Norfolk Southern Bridge - Stage 6a	3	09-Apr-26	14-Apr-26	76																											
SUPERSTRUCTURE																																
SH-CN-16660	Set Precast - Norfolk Southern Bridge - Stage 6a	5	09-Apr-26	15-Apr-26	72																											
SH-CN-16670	Set MSE Wing - Norfolk Southern Bridge - Stage 6a	2	16-Apr-26	20-Apr-26	72																											
SH-CN-16700	Backfill Precast and MSE Wings - Norfolk Southern Bridge - Stage 6a	9	20-Apr-26	01-May-26	72																											
SH-CN-16740	FRP Moment Slab - Norfolk Southern Bridge - Stage 6a	10	01-May-26	15-May-26	72																											
STAGE 6 PHASE B																																
MPT																																
SH-CN-16750	Shift Traffic into Stage 6 - Phase B (Upper Portion) Traffic Control Pattern	5	19-Jun-26	25-Jun-26	8																											
SH-CN-16760	Shift Traffic into Stage 6 - Phase B (Lower Portion) Traffic Control Pattern	5	19-Jun-26	25-Jun-26	386																											
Mainline Roadway																																
Sta. 1979+00 to 2018+00 Southbound Outside Shoulder																																
SH-CN-16770	Stage 6b NB 81 Sra 1972+00 to 2018+00 - Mill Shoulder	2	26-Jun-26	29-Jun-26	386																											
SH-CN-17180	Stage 6b NB 81 Sra 1972+00 to 2018+00 - Place Weaving Course	2	30-Jun-26	01-Jul-26	275																											
SH-CN-17200	Stage 6b NB 81 Sra 1972+00 to 2018+00 - EPO Restoration	4	02-Jul-26	08-Jul-26	386																											
SH-CN-17250	Stage 6b NB 81 Sra 1972+00 to 2018+00 - Install Guide Rail	5	09-Jul-26	15-Jul-26	386																											
SH-CN-17270	Stage 6b NB 81 Sra 1972+00 to 2018+00 - Install Grooved-in Permanent Pavement Mark	2	16-Jul-26	17-Jul-26	386																											
SH-CN-17290	Stage 6b NB 81 Sra 1972+00 to 2018+00 - Install Milled Shoulder Rumble Strips	2	20-Jul-26	21-Jul-26	386																											
Sta. 2018+00 to 2047+00 Southbound Outside Shoulder																																
SH-CN-16790	Stage 6b NB 81 Sra 2018+00 to 2046+00 - Mill Shoulder	2	30-Jun-26	01-Jul-26	386																											
SH-CN-17190	Stage 6b NB 81 Sra 2018+00 to 2046+00 - Place Weaving Course	2	02-Jul-26	06-Jul-26	275																											
SH-CN-17230	Stage 6b NB 81 Sra 2018+00 to 2046+00 - EPO Restoration	4	07-Jul-26	10-Jul-26	386																											
SH-CN-17280	Stage 6b NB 81 Sra 2018+00 to 2046+00 - Install Guide Rail	5	13-Jul-26	17-Jul-26	386																											
SH-CN-17300	Stage 6b NB 81 Sra 2018+00 to 2046+00 - Install Grooved-in Permanent Pavement M	2	20-Jul-26	21-Jul-26	386																											
SH-CN-17330	Stage 6b NB 81 Sra 2018+00 to 2046+00 - Install SB Milled Shoulder Rumble Strips	2	22-Jul-26	23-Jul-26	386																											
Ramp & Temporary Ramp																																
SH-CN-16780	Implement SB On-Ramp Detour - Stage 6 Phase B	3	26-Jun-26	30-Jun-26	72																											
SH-CN-16810	Construct Ramp C Temporary Ramp Tie-In	3	01-Jul-26	06-Jul-26	72																											
SH-CN-16860	Remove Detour SB On-Ramp Stage 6 Phase B	3	07-Jul-26	09-Jul-26	72																											
Sta. 2396+00 to 2396+00 Southbound Inside Roadway																																
SH-CN-16800	Stage 6b NB 81 Sra 2396+00 to 2396+00 - Install E&S Measures	5	26-Jun-26	02-Jul-26	8																											
SH-CN-16840	Stage 6b NB 81 Sra 2396+00 to 2396+00 - Mill Lane and Shoulder	3	06-Jul-26	08-Jul-26	8																											
SH-CN-16930	Stage 6b NB 81 Sra 2396+00 to 2396+00 - Excavate to Subgrade	5	09-Jul-26	15-Jul-26	8																											
SH-CN-17010	Stage 6b NB 81 Sra 2396+00 to 2396+00 - Install Drainage	10	16-Jul-26	29-Jul-26	29																											
SH-CN-17060	Stage 6b NB 81 Sra 2396+00 to 2396+00 - Steps Median Swale and Stabilize	6	30-Jul-26	06-Aug-26	29																											
SH-CN-17070	Stage 6b NB 81 Sra 2396+00 to 2396+00 - Fine Grade Subgrade place 2A and Install PRD	8	07-Aug-26	18-Aug-26	29																											
SH-CN-17380	Stage 6b NB 81 Sra 2396+00 to 2396+00 - Install Pave Structure	7	19-Aug-26	27-Aug-26	30																											
Sta. 2398+00 to 2483+00 Southbound Inside Roadway																																
SH-CN-16870	Stage 6b NB 81 Sra 2396+00 to 2471+75 - Install E&S Measures	5	06-Jul-26	10-Jul-26	8																											
SH-CN-16910	Stage 6b NB 81 Sra 2396+00 to 2471+75 - Mill Lane and Shoulder	3	13-Jul-26	15-Jul-26	8																											
SH-CN-17000	Stage 6b NB 81 Sra 2396+00 to 2471+75 - Excavate to Subgrade	8	16-Jul-26	27-Jul-26	8																											
SH-CN-17150	Stage 6b NB 81 Sra 2396+00 to 2471+75 - Install Drainage	31	28-Jul-26	09-Sep-26	8																											
SH-CN-17170	Stage 6b NB 81 Sra 2396+00 to 2471+75 - Shape Median Swale and Stabilize	6	10-Sep-26	17-Sep-26	8																											
SH-CN-17240	Stage 6b NB 81 Sra 2396+00 to 2471+75 - Fine Grade Subgrade place 2A and Install PBD	8	18-Sep-26	29-Sep-26	8																											
SH-CN-17400	Stage 6b NB 81 Sra 2396+00 to 2471+75 - Install Pave Structure	7	30-Sep-26	08-Oct-26	8																											
TOROWBRIDGE CREEK BRIDGE																																
Abutment No. 1																																
SH-CN-16880	Demo Existing SB Inside Superstructure Torowidge Creek Bridge - Stage 6b	7	26-Jun-26	07-Jul-26	8																											
SH-CN-16890	Demo Existing SB Inside Abutment No. 1 Torowidge Creek Bridge - Stage 6b	3	08-Jul-26	10-Jul-26	8																											
SH-CN-16940	Install SOE Abutment No. 1 - Torowidge Creek Bridge - Stage 6b	4	13-Jul-26	16-Jul-26	8																											
SH-CN-16960	Excavate Abutment No. 1 - Torowidge Creek Bridge - Stage 6b	3	17-Jul-26	21-Jul-26	8																											
SH-CN-16980	Drive Piles Abutment No. 1 - Torowidge Creek Bridge - Stage 6b	4	22-Jul-26	27-Jul-26	10																											
SH-CN-17080	FRP Abutment No. 1 - Torowidge Creek Bridge - Stage 6b	5	28-Jul-26	03-Aug-26	10																											

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

■ Critical Remaining Work ■ Milestone ■ Changed Work
■ Remaining Work ■ Remaining Level of Effort ■ Actual Work
■ Actual Work ■ Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month																			
						1	2	3	4	5	6	7	8	9	10	11	12								
SH-CN-17580	Demo Existing Abutment No. 1 Norfolk SB Outside Bridge - Stage 7	3	09-Nov-26	11-Nov-26	59																				
SH-CN-17560	Demo Existing Pier No. 1 Norfolk SB Outside Bridge - Stage 7	3	12-Nov-26	16-Nov-26	59																				
SH-CN-17910	Excavate Abutment No. 1 - Norfolk Southern Bridge - Stage 7	6	17-Nov-26	24-Nov-26	30																				
SH-CN-17970	Drive Piles Abutment No. 1 - Norfolk Southern Bridge - Stage 7	8	25-Nov-26	08-Dec-26	59																				
SH-CN-18800	FRP Abutment No. 1 Foundation - Norfolk Southern Bridge - Stage 7	5	02-Mar-27	09-Mar-27	22																				
SH-CN-18210	FRP Stem Abutment No. 1 - Norfolk Southern Bridge - Stage 7	7	09-Mar-27	17-Mar-27	22																				
SH-CN-18310	Cure Abutment No. 1 Stem - Norfolk Southern Bridge - Stage 7	7	18-Mar-27	24-Mar-27	48																				
SH-CN-18350	Backfill Abutment No. 1 - Norfolk Southern Bridge - Stage 7	3	24-Mar-27	29-Mar-27	38																				
Abutment No. 2																									
SH-CN-17740	Demo Existing Abutment No. 2 Norfolk SB Outside Bridge - Stage 7	3	17-Nov-26	19-Nov-26	66																				
SH-CN-17920	Excavate Abutment No. 2 Norfolk SB Outside Bridge - Stage 7	3	20-Nov-26	24-Nov-26	67																				
SH-CN-17920	Excavate Abutment No. 2 - Norfolk Southern Bridge - Stage 7	5	25-Nov-26	07-Dec-26	37																				
SH-CN-18170	Drive Piles Abutment No. 2 - Norfolk Southern Bridge - Stage 7	8	03-Dec-26	18-Dec-26	63																				
SH-CN-18330	FRP Abutment No. 2 Foundation - Norfolk Southern Bridge - Stage 7	5	18-Mar-27	24-Mar-27	22																				
SH-CN-18430	FRP Stem Abutment No. 2 - Norfolk Southern Bridge - Stage 7	7	25-Mar-27	02-Apr-27	22																				
SH-CN-18470	Cure Abutment No. 2 Stem - Norfolk Southern Bridge - Stage 7	7	03-Apr-27	09-Apr-27	32																				
SH-CN-18520	Backfill Abutment No. 2 - Norfolk Southern Bridge - Stage 7	3	09-Apr-27	14-Apr-27	26																				
SUPERSTRUCTURE																									
SH-CN-18540	Set Precast - Norfolk Southern Bridge - Stage 7	5	09-Apr-27	16-Apr-27	22																				
SH-CN-18570	Set MSE Wing - Norfolk Southern Bridge - Stage 7	2	16-Apr-27	20-Apr-27	22																				
SH-CN-18680	Backfill Precast and MSE Wings - Norfolk Southern Bridge - Stage 7	9	20-Apr-27	03-May-27	22																				
SH-CN-18780	FRP Moment Slab - Norfolk Southern Bridge - Stage 7	10	03-May-27	17-May-27	22																				
SUSQUEHANNA RIVER BRIDGE																									
Abutment No. 1																									
SH-CN-18070	Install Prestress SB Susquehanna River Bridge - Stage 7	30	30-Oct-26	18-Dec-26	8																				
SH-CN-18200	Demo Existing SB Outside Superstructure Susquehanna River Bridge - Stage 7	7	21-Dec-26	07-Jan-27	58																				
SH-CN-18270	Demo Existing SB Outside Abutment No. 1 Susquehanna River Bridge - Stage 7	3	12-Jan-27	14-Jan-27	58																				
SH-CN-18320	Demo Existing SB Outside Pier No. 1 Susquehanna River Bridge - Stage 7	3	19-Jan-27	21-Jan-27	58																				
SH-CN-18370	Demo Existing SB Outside Abutment No. 2 Susquehanna River Bridge - Stage 7	3	26-Jan-27	28-Jan-27	58																				
SH-CN-18380	Install SOE Abutment No. 1 - Susquehanna River Bridge - Stage 7	1	02-Feb-27	02-Feb-27	58																				
SH-CN-18420	Excavate Abutment No. 1 - Susquehanna River Bridge - Stage 7	3	02-Mar-27	04-Mar-27	46																				
SH-CN-18530	Drive Piles Abutment No. 1 - Susquehanna River Bridge - Stage 7	8	05-Mar-27	16-Mar-27	72																				
SH-CN-18600	FRP Abutment No. 1 Foundation - Susquehanna River Bridge - Stage 7	5	17-Mar-27	23-Mar-27	101																				
SH-CN-18660	FRP Stem Abutment No. 1 - Susquehanna River Bridge - Stage 7	5	24-Mar-27	30-Mar-27	101																				
SH-CN-18690	FRP Wingwall Abutment No. 1 - Susquehanna River Bridge - Stage 7	3	31-Mar-27	02-Apr-27	101																				
SH-CN-18740	Cure Wingwall Abutment No. 1 - Susquehanna River Bridge - Stage 7	7	03-Apr-27	09-Apr-27	145																				
SH-CN-18760	Backfill Abutment No. 1 - Susquehanna River Bridge - Stage 7	2	09-Apr-27	13-Apr-27	101																				
Pier No. 1																									
SH-CN-18610	Install SOE Pier No. 1 - Susquehanna River Bridge - Stage 7	15	05-Mar-27	25-Mar-27	46																				
SH-CN-18550	Excavate Pier No. 1 - Susquehanna River Bridge - Stage 7	1	26-Mar-27	26-Mar-27	46																				
SH-CN-18730	Drive Piles Pier No. 1 - Susquehanna River Bridge - Stage 7	8	29-Mar-27	07-Apr-27	64																				
NF-M5-1160	FRP Pier No. 1 Foundation - Susquehanna River Bridge - Stage 7	4	08-Apr-27	13-Apr-27	64																				
SH-CN-18800	FRP Stem Pier No. 1 - Susquehanna River Bridge - Stage 7	4	14-Apr-27	19-Apr-27	64																				
SH-CN-18880	FRP Cap Pier No. 1 - Susquehanna River Bridge - Stage 7	8	20-Apr-27	29-Apr-27	64																				
SH-CN-18940	Cure Cap Pier No. 1 - Susquehanna River Bridge - Stage 7	7	30-Apr-27	06-May-27	116																				
SH-CN-18950	Backfill Pier No. 1 - Susquehanna River Bridge - Stage 7	1	06-May-27	07-May-27	88																				
Pier No. 2																									
SH-CN-18790	Install SOE Pier No. 2 - Susquehanna River Bridge - Stage 7	15	29-Mar-27	16-Apr-27	46																				
SH-CN-18810	Excavate Pier No. 2 - Susquehanna River Bridge - Stage 7	1	19-Apr-27	19-Apr-27	64																				
SH-CN-18900	Drive Piles Pier No. 2 - Susquehanna River Bridge - Stage 7	8	20-Apr-27	29-Apr-27	64																				
SH-CN-18920	FRP Pier No. 2 Foundation - Susquehanna River Bridge - Stage 7	4	30-Apr-27	05-May-27	64																				
SH-CN-18990	FRP Stem Pier No. 2 - Susquehanna River Bridge - Stage 7	4	06-May-27	11-May-27	64																				
SH-CN-19110	FRP Cap Pier No. 2 - Susquehanna River Bridge - Stage 7	8	12-May-27	21-May-27	64																				
SH-CN-19180	Cure Cap Pier No. 2 - Susquehanna River Bridge - Stage 7	7	23-May-27	29-May-27	94																				
SH-CN-19210	Backfill Pier No. 2 - Susquehanna River Bridge - Stage 7	1	28-May-27	01-Jun-27	77																				
Pier No. 3																									

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

◆ Milestone
◆ Critical Remaining Work
█ Remaining Work
█ Remaining Level of Effort
█ Actual Work
█ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Activity ID	Activity Name	OD	START	FINISH	TF	Month																	
SH-CN-19520	SFR1 Sta. 2325+00 to 2334+00 - Reshape Med/wale/place topsoil & stabilize	3	20-Jul-27	23-Jul-27	38																		
SH-CN-19840	SFR1 Sta. 2325+00 to 2334+00 Pavement Structure & Outside Guide Rail	10	26-Aug-27	10-Sep-27	14																		
Sta. 2336+00 to 2396+00 Northbound																							
SH-CN-19800	SFR1 Stage 8a Sta. 2336+00 to 2396+00 NB - Install E&S Measures	2	14-Jun-27	16-Jun-27	46																		
SH-CN-19930	SFR1 Stage 8a Sta. 2336+00 to 2396+00 NB - Excavate to Subgrade	10	28-Jun-27	13-Jul-27	38																		
SH-CN-19940	SFR1 Stage 8a Sta. 2336+00 to 2396+00 NB - Drainage	10	19-Jul-27	27-Jul-27	38																		
SH-CN-19540	SFR1 Stage 8a Sta. 2336+00 to 2396+00 NB - Fine Grde Subgrade/Place 2A/Install PBD	5	27-Jul-27	03-Aug-27	38																		
SH-CN-19570	SFR1 Stage 8a Sta. 2336+00 to 2396+00 NB - Outside Slidr - Reshape Med wale/place tc	3	03-Aug-27	06-Aug-27	38																		
SH-CN-19870	SFR1 Stage 8a Sta. 2336+00 to 2396+00 NB - Pavement Structure & Outside Guide Rail	11	10-Sep-27	27-Sep-27	14																		
Sta. 2398+00 to 2453+00																							
SH-CN-19140	SFR1 Stage 8a Sta. 2398+00 to Sta. 2469+50 Outside Slidr - Install E&S Measures	2	16-Jun-27	18-Jun-27	54																		
SH-CN-19480	SFR1 Stage 8a Sta. 2398+00 to Sta. 2469+50 Outside Slidr - Excavate to Subgrade	10	13-Jul-27	27-Jul-27	38																		
SH-CN-19800	SFR1 Stage 8a Sta. 2398+00 to Sta. 2469+50 Outside Slidr - Drainage	10	27-Jul-27	10-Aug-27	38																		
SH-CN-19560	SFR1 Stage 8a Sta. 2398+00 to Sta. 2469+50 Fine Grde Subgrade/Place 2A/Install PBD	5	10-Aug-27	17-Aug-27	38																		
SH-CN-19680	SFR1 Stage 8a Sta. 2398+00 to Sta. 2469+50 - Reshape Med wale/place topsoil & stabilize	3	17-Aug-27	20-Aug-27	38																		
SH-CN-19910	SFR1 Stage 8a Sta. 2398+00 to Sta. 2469+50 - Pavement Structure & Outside Guide Rail	10	27-Sep-27	11-Oct-27	14																		
TROWBRIDGE CREEK BRIDGE																							
Construct NB Mainline Outside Roadway at Trowbridge Approaches						20	14-Sep-27	12-Oct-27	13														
Abatement No. 1																							
SH-CN-19050	Demo Existing SB Inside Superstructure Trowbridge Creek Bridge - Stage 8	7	02-Jun-27	11-Jun-27	13																		
SH-CN-19100	Demo Existing SB Inside Abutment No. 1 - Trowbridge Creek Bridge - Stage 8	3	11-Jun-27	16-Jun-27	13																		
SH-CN-19160	Excavate Abutment No. 1 - Trowbridge Creek Bridge - Stage 8	3	16-Jun-27	21-Jun-27	13																		
SH-CN-19240	Drive Piles Abutment No. 1 - Trowbridge Creek Bridge - Stage 8	4	21-Jun-27	25-Jun-27	13																		
SH-CN-19360	FRP Abutment No. 1 - Trowbridge Creek Bridge - Stage 8	5	25-Jun-27	02-Jul-27	17																		
SH-CN-19440	Backfill Abutment No. 1 - Trowbridge Creek Bridge - Stage 8	4	02-Jul-27	09-Jul-27	17																		
Abatement No. 2																							
SH-CN-19170	Demo Existing SB Inside Abutment No. 1 - Trowbridge Creek Bridge - Stage 8	3	16-Jun-27	21-Jun-27	14																		
SH-CN-19250	Excavate Abutment No. 2 - Trowbridge Creek Bridge - Stage 8	3	21-Jun-27	24-Jun-27	14																		
SH-CN-19370	Drive Piles Abutment No. 2 - Trowbridge Creek Bridge - Stage 8	4	25-Jun-27	01-Jul-27	13																		
SH-CN-19370	FRP Abutment No. 2 - Trowbridge Creek Bridge - Stage 8	5	01-Jul-27	09-Jul-27	13																		
SH-CN-19450	Backfill Abutment No. 2 - Trowbridge Creek Bridge - Stage 8	4	09-Jul-27	15-Jul-27	18																		
SUPERSTRUCTURE																							
SH-CN-19410	Prep Bearing Areas - Trowbridge Creek Bridge - Stage 8	2	09-Jul-27	13-Jul-27	13																		
SH-CN-19420	Set Beams - Trowbridge Creek Bridge - Stage 8	2	13-Jul-27	15-Jul-27	13																		
SH-CN-19530	FRP End Diaphragm Abutment No. 1 - Trowbridge Creek Bridge - Stage 8	5	15-Jul-27	22-Jul-27	13																		
NF-W5-1160	FRP End Diaphragm Abutment No. 2 - Trowbridge Creek Bridge - Stage 8	5	22-Jul-27	29-Jul-27	13																		
SH-CN-19750	Form/Rear Deck - Trowbridge Creek Bridge - Stage 8	16	29-Jul-27	20-Aug-27	13																		
SH-CN-19790	Cure Deck - Trowbridge Creek Bridge - Stage 8	14	21-Aug-27	03-Sep-27	20																		
SH-CN-19800	FRP Parapet - Trowbridge Creek Bridge - Stage 8	5	27-Aug-27	03-Sep-27	13																		
SH-CN-19810	FRP Approach Slabs - Trowbridge Creek Bridge - Stage 8	6	03-Sep-27	14-Sep-27	13																		
STAGE 8 PHASE B																							
MPT																							
SH-CN-18960	Shift Traffic into Stage 8 - Ph 8a B Traffic Control Pattern (South of River Bridge)	1	02-Jun-27	03-Jun-27	99																		
Mainline Roadway																							
SH-CN-19660	Stage 8B Mainline Mill & Overlay NB Pavement	5	03-Jun-27	10-Jun-27	99																		
SH-CN-19670	Stage 8B Mill & Overlay SB Pavement	5	03-Jun-27	10-Jun-27	99																		
SH-CN-19690	Stage 8B Install NB Grooved-In Permanent Pavement	2	10-Jun-27	14-Jun-27	117																		
SH-CN-19700	Stage 8B Install SB Grooved-In Permanent Pavement	2	10-Jun-27	14-Jun-27	117																		
SH-CN-19710	Stage 8B Install NB Milled Shoulder Rumble Strips	2	14-Jun-27	16-Jun-27	117																		
SH-CN-19720	Stage 8B Install SB Milled Shoulder Rumble Strips	2	14-Jun-27	16-Jun-27	117																		
STAGE 9																							
MPT																							
SH-CN-19920	Shift Traffic into Stage 9 - Traffic Control Pattern	2	12-Oct-27	14-Oct-27	35																		
Sta. 2284+00 to 2319+00																							
SH-CN-19930	SFR1 Stage 9 Sta. 2301 to 2319+00 Install E&S Measures	2	14-Oct-27	18-Oct-27	35																		
SH-CN-19980	SFR1 Stage 9 Sta. 2301 to 2319+00 Excavate to Subgrade	10	18-Oct-27	01-Nov-27	43																		

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
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■ Critical Remaining Work
■ Remaining Work
■ Actual Work

◆ Milestone
— Remaining Level of Effort
— Actual Level of Effort

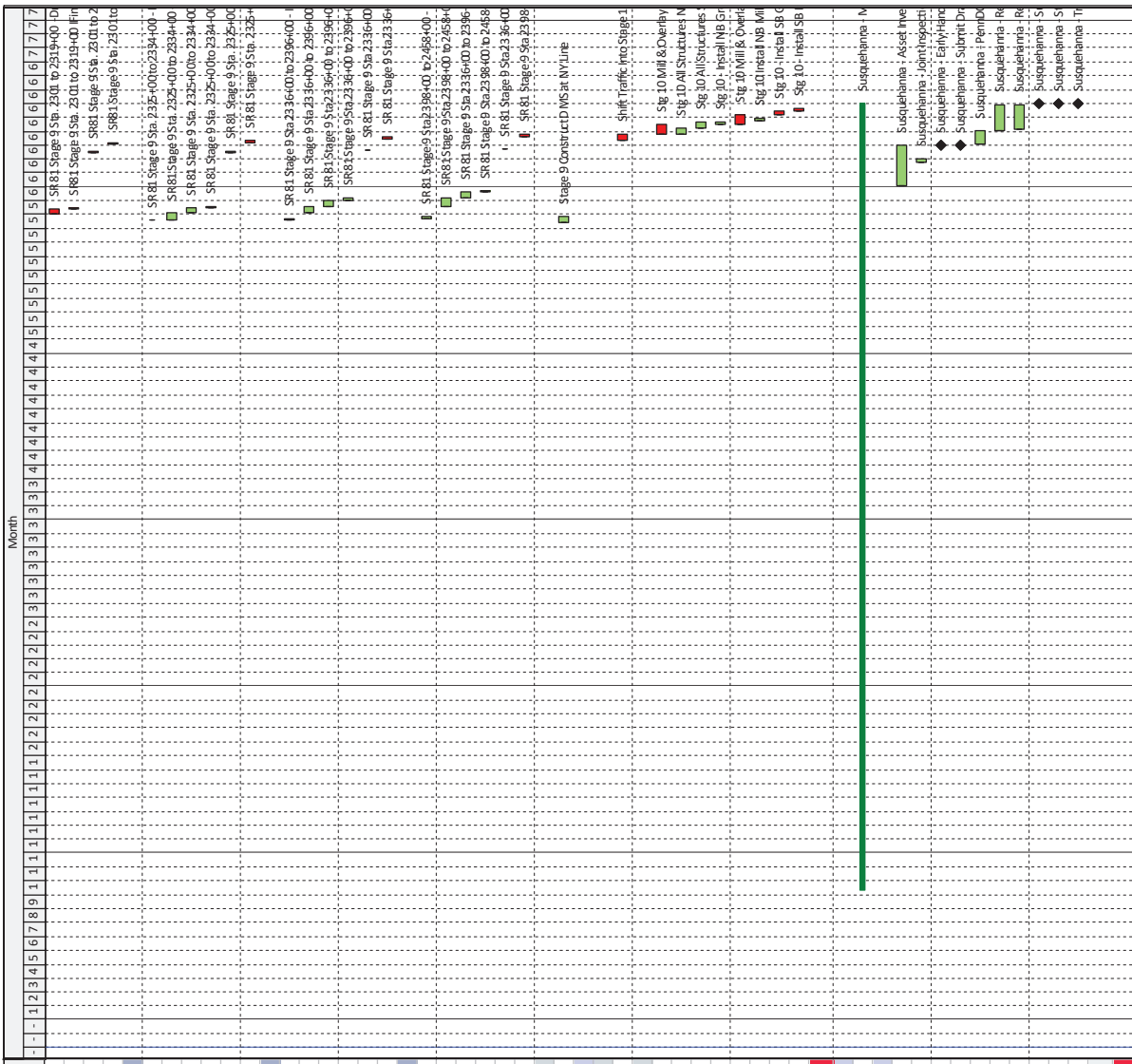
■ Changed Work
■ %Complete

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

**PENNSYLVANIA
DEPARTMENT OF
TRANSPORTATION**

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK Filter: All Activities



Activity ID	Activity Name	OD	START	FINISH	TF
SH-CN-2010	SR81 Stage 9 Sta. 2301 to 2319+00 - Drainage	8	01-Nov-27	11-Nov-27	73
SH-CN-2020	SR81 Stage 9 Sta. 2301 to 2319+00 - Fine Grde Subgrade/Place 2A/Install PBD	2	11-Nov-27	15-Nov-27	43
SH-CN-2060	SR81 Stage 9 Sta. 2301 to 2319+00 - Reshape Med Swale/Place topsoil & Stabilize	2	16-Mar-28	17-Mar-28	10
SH-CN-2080	SR81 Stage 9 Sta. 2301 to 2319+00 - Pavement Structure & Outside Guide Rail	4	03-Apr-28	06-Apr-28	0
Sta. 2325+00 to 2334+00					
SH-CN-1990	SR81 Stage 9 Sta. 2325+00 to 2334+00 - Install E&S Measures	2	18-Oct-27	20-Oct-27	35
SH-CN-2000	SR81 Stage 9 Sta. 2325+00 to 2334+00 - Excavate to Subgrade	10	20-Oct-27	03-Nov-27	35
SH-CN-2030	SR81 Stage 9 Sta. 2325+00 to 2334+00 - Drainage	8	03-Nov-27	15-Nov-27	75
SH-CN-2050	SR81 Stage 9 Sta. 2325+00 to 2334+00 - Fine Grde Subgrade/Place 2A/Install PBD	2	15-Nov-27	17-Nov-27	45
SH-CN-20130	SR81 Stage 9 Sta. 2325+00 to 2334+00 - Reshape Med Swale/Place topsoil & Stabilize	2	16-Mar-28	17-Mar-28	14
SH-CN-20100	SR81 Stage 9 Sta. 2325+00 to 2334+00 - Pavement Structure & Outside Guide Rail	4	07-Apr-28	12-Apr-28	0
Sta. 2336+00 to 2396+00					
SH-CN-1990	SR81 Stage 9 Sta. 2336+00 to 2396+00 - Install E&S Measures	2	20-Oct-27	22-Oct-27	43
SH-CN-2040	SR81 Stage 9 Sta. 2336+00 to 2396+00 - Excavate to Subgrade	10	17-Nov-27	06-Dec-27	35
SH-CN-2010	SR81 Stage 9 Sta. 2336+00 to 2396+00 - Drainage	8	17-Nov-27	01-Dec-27	67
SH-CN-2020	SR81 Stage 9 Sta. 2336+00 to 2396+00 - Fine Grde Subgrade/Place 2A/Install PBD	2	01-Dec-27	06-Dec-27	41
SH-CN-20130	SR81 Stage 9 Sta. 2336+00 to 2396+00 - Reshape Med Swale/Place topsoil & Stabilize	2	20-Mar-28	21-Mar-28	18
SH-CN-20140	SR81 Stage 9 Sta. 2336+00 to 2396+00 - Pavement Structure & Outside Guide Rail	4	13-Apr-28	18-Apr-28	0
Sta. 2398+00 to 2458+00					
SH-CN-1990	SR81 Stage 9 Sta. 2398+00 to 2458+00 - Install E&S Measures	2	22-Oct-27	26-Oct-27	51
SH-CN-2010	SR81 Stage 9 Sta. 2398+00 to 2458+00 - Excavate to Subgrade	10	17-Nov-27	06-Dec-27	35
SH-CN-20150	SR81 Stage 9 Sta. 2398+00 to 2458+00 - Drainage	8	06-Dec-27	20-Dec-27	35
SH-CN-20160	SR81 Stage 9 Sta. 2398+00 to 2458+00 - Fine Grde Subgrade/Place 2A/Install PBD	2	20-Dec-27	22-Dec-27	35
SH-CN-20170	SR81 Stage 9 Sta. 2398+00 to 2458+00 - Reshape Med Swale/Place topsoil & Stabilize	2	22-Mar-28	23-Mar-28	20
SH-CN-20180	SR81 Stage 9 Sta. 2398+00 to 2458+00 - Pavement Structure & Outside Guide Rail	4	19-Apr-28	24-Apr-28	0
Mainline Roadway					
SH-CN-19970	Stage 9 Construct DWS at NY Line	10	14-Oct-27	28-Oct-27	63
STAGE 10					
MPT					
SH-CN-20190	Shift Traffic Into Stage 10 Traffic Control Pattern	10	11-Apr-28	24-Apr-28	0
Mainline Roadway					
SH-CN-20200	Stg. 10 Mill & Overlay NB Pavement	15	25-Apr-28	15-May-28	0
SH-CN-20210	Stg. 10 All Structures NB FCC Overlay	10	25-Apr-28	08-May-28	10
SH-CN-20220	Stg. 10 All Structures SB PPC Overlay	10	09-May-28	22-May-28	10
SH-CN-20230	Stg. 10 - Install NB Grooved-in Permanent Pavement Markings	5	16-May-28	22-May-28	15
SH-CN-20240	Stg. 10 Mill & Overlay SB Pavement	15	16-May-28	06-Jun-28	0
SH-CN-20250	Stg. 10 Install NB Mill'd Shoulder Rumble Strips	5	23-May-28	30-May-28	15
SH-CN-20260	Stg. 10 - Install SB Grooved-in Permanent Pavement Markings	5	07-Jun-28	13-Jun-28	0
SH-CN-20270	Stg. 10 - Install SB Mill'd Shoulder Rumble Strips	5	14-Jun-28	6	0
MAINTENANCE					
MAINTENANCE DURING CONSTRUCTION					
SH-MT-1100	Susquehanna - Maintenance During Construction	1725	10-Oct-23	30-Jun-28	0
MAINTENANCE PERIOD					
SH-MT-1011	Susquehanna - Asset Inventory / Condition Assessment	89	02-Jan-28	31-Mar-28	181
SH-MT-1021	Susquehanna - Joint Inspection Process for Early Handback Elements	7	23-Feb-28	01-Mar-28	212
SH-MT-1020	Susquehanna - Early Handback Element Transition Coordination Meeting	0	31-Mar-28		212
SH-MT-1030	Susquehanna - Submit Draft Asset Inventory / Condition Assessment	57	02-Apr-28	02-May-28	181
SH-MT-1040	Susquehanna - PennDOT Review of Asset Inventory / Condition Assessment	30	02-Apr-28	02-May-28	181
SH-MT-1050	Susquehanna - Restoration of any assets not in Asset Inventory / Condition Assessment	57	03-May-28	29-Jun-28	181
SH-MT-1060	Susquehanna - Revision of Asset Inventory / Condition Assessment based on Field Work	56	04-May-28	29-Jun-28	181
SH-MT-1070	Susquehanna - Submit Revised Asset Inventory / Condition Assessment	0	01-Jul-28	30-Jun-28	180
SH-MT-1080	Susquehanna - Start of Maintenance Period Scope for individual bridge	0	01-Jul-28		179
SH-MT-1090	Susquehanna - Transfer of Early Handback Elements for individual bridge	0	01-Jul-28		179
NESCOPECK CREEK					
CONTRACT ADMINISTRATION					

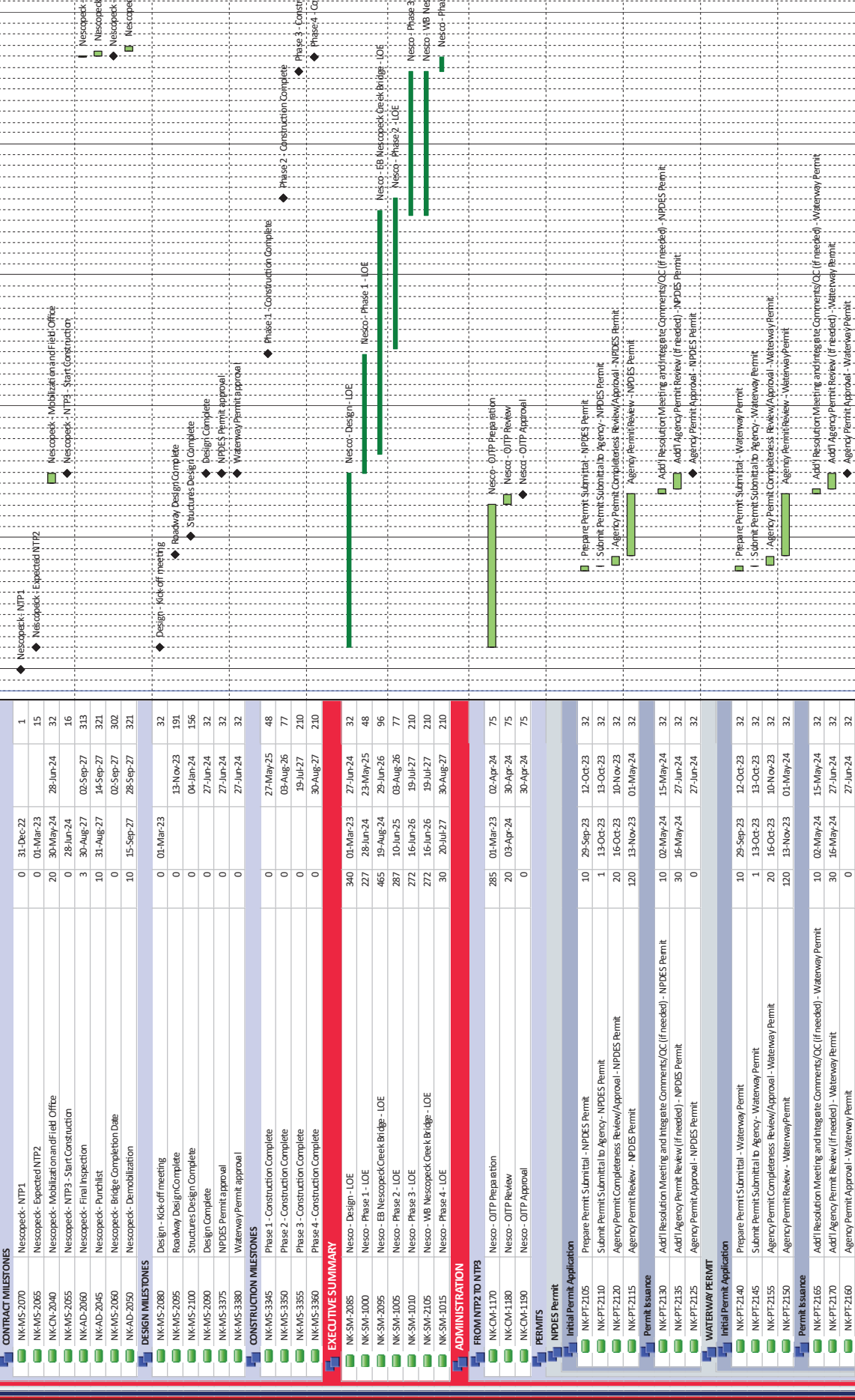
Start: 01-Nov-22
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Activity ID Activity Name OD START FINISH TF

Month



CONTRACT MILESTONES

NK-MS-2070	Nescopeck - NTP1	0	31-Dec-23	1	
NK-MS-2065	Nescopeck - Expected NTP2	0	01-Mar-24	15	
NK-CN-2040	Nescopeck - Mobilization and Field Office	20	30-May-24	32	
NK-MS-2055	Nescopeck - NTP3 - Start Construction	0	28-Jun-24	16	
NK-AD-2060	Nescopeck - Final Inspection	3	02-Sep-27	313	
NK-AD-2045	Nescopeck - Punchlist	10	14-Sep-27	321	
NK-MS-2060	Nescopeck - Bridge Completion Date	0	02-Sep-27	302	
NK-AD-2050	Nescopeck - Demobilization	10	15-Sep-27	285-Sep-27	321

DESIGN MILESTONES

NK-MS-2080	Design - Kick-off meeting	0	01-Mar-23	32
NK-MS-2085	Readway Design Complete	0	13-Nov-23	191
NK-MS-2100	Structures Design Complete	0	04-Jan-24	156
NK-MS-2090	Design Complete	0	27-Jun-24	32
NK-MS-3375	NPDES Permit approval	0	27-Jun-24	32
NK-MS-3380	Waterway Permit approval	0	27-Jun-24	32

CONSTRUCTION MILESTONES

NK-MS-3345	Phase 1 - Construction Complete	0	27-May-25	48
NK-MS-3350	Phase 2 - Construction Complete	0	09-Aug-26	77
NK-MS-3355	Phase 3 - Construction Complete	0	19-Jul-27	210
NK-MS-3360	Phase 4 - Construction Complete	0	30-Aug-27	210

EXECUTIVE SUMMARY

NK-SM-2085	Nesco - Design - LOE	340	01-Mar-23	27-Jun-24	32
NK-SM-1000	Nesco - Phase 1 - LOE	227	28-Jun-24	23-May-25	48
NK-SM-2095	Nesco - EB Nescopeck Creek Bridge - LOE	465	19-Aug-24	29-Jun-26	96
NK-SM-1005	Nesco - Phase 2 - LOE	287	10-Jun-25	09-Aug-26	77
NK-SM-1010	Nesco - Phase 3 - LOE	272	16-Jun-26	19-Jul-27	210
NK-SM-2105	Nesco - WB Nescopeck Creek Bridge - LOE	272	16-Jun-26	19-Jul-27	210
NK-SM-1015	Nesco - Phase 4 - LOE	30	20-Jul-27	30-Aug-27	210

ADMINISTRATION

NK-CM-1170	Nesco - OITP Preparation	265	01-Mar-23	02-Apr-24	75
NK-CM-1180	Nesco - OITP Review	20	03-Apr-24	30-Apr-24	75
NK-CM-1190	Nesco - OITP Approval	0		30-Apr-24	75

PERMITS

NPDES Permit

NK-PT-2105	Prepare Permit Submittal - NPDES Permit	10	29-Sep-23	12-Oct-23	32
NK-PT-2110	Submit Permit Submittal to Agency - NPDES Permit	1	13-Oct-23	13-Oct-23	32
NK-PT-2120	Agency Permit Completeness Review/Approval - NPDES Permit	20	16-Oct-23	10-Nov-23	32
NK-PT-2115	Agency Permit Review - NPDES Permit	120	13-Nov-23	01-May-24	32

Waterway Permit

NK-PT-2130	AdP Resolution Meeting and Integrate Comments/QC (if needed) - NPDES Permit	10	02-May-24	15-May-24	32
NK-PT-2135	AdP Agency Permit Review (if needed) - NPDES Permit	30	16-May-24	27-Jun-24	32
NK-PT-2125	Agency Permit Approval - NPDES Permit	0		27-Jun-24	32

WATERWAY PERMIT

Initial Permit Application

NK-PT-2140	Prepare Permit Submittal - Waterway Permit	10	29-Sep-23	12-Oct-23	32
NK-PT-2145	Submit Permit Submittal to Agency - Waterway Permit	1	13-Oct-23	13-Oct-23	32
NK-PT-2155	Agency Permit Completeness Review/Approval - Waterway Permit	20	16-Oct-23	10-Nov-23	32
NK-PT-2150	Agency Permit Review - Waterway Permit	120	13-Nov-23	01-May-24	32

Permit Issuance

NK-PT-2165	AdP Resolution Meeting and Integrate Comments/QC (if needed) - Waterway Permit	10	02-May-24	15-May-24	32
NK-PT-2170	AdP Agency Permit Review (if needed) - Waterway Permit	30	16-May-24	27-Jun-24	32
NK-PT-2160	Agency Permit Approval - Waterway Permit	0		27-Jun-24	32

Legend:

- Changed Work
- Critical Remaining Work
- Remaining Work
- Actual Work
- Wilestone
- Remaining Level of Effort
- Actual Level of Effort
- % Complete

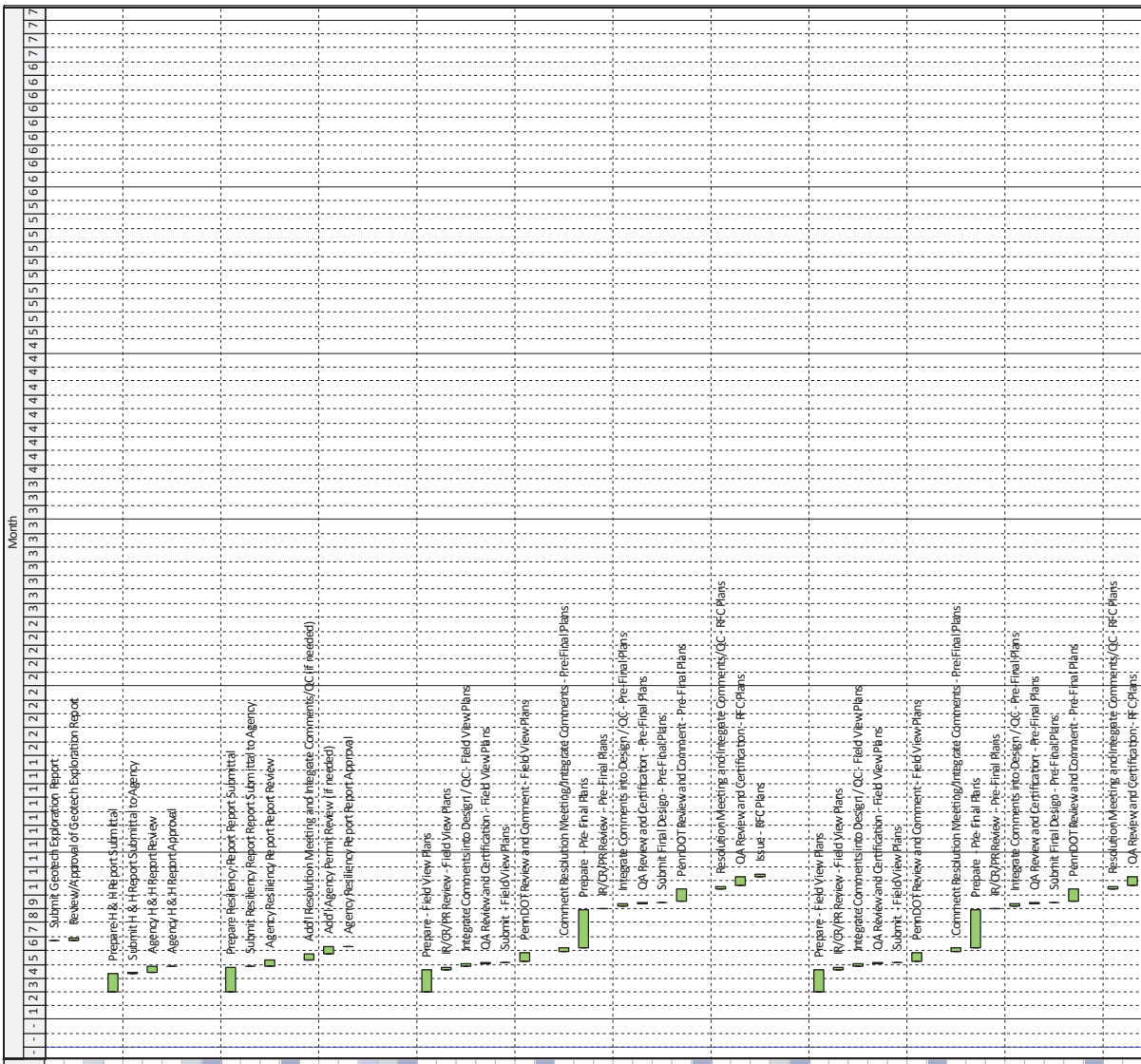
Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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BRIDGING PENNSYLVANIA PARTNERS

Activity ID	Activity Name	OD	START	FINISH	TF	Month
PROJECT SUBMITTALS						
DEMOLITION PLAN						
NK-ST-385	Prepare/Submit - Demolition Plan	20	05-Jan-24	02-Feb-24	253	
NK-ST-3420	Review/Approve - Demolition Plan	21	03-Feb-24	05-Apr-24	123	
NK-ST-3455	Prepare/Re-Submit - Demolition Plan	10	08-Apr-24	19-Apr-24	253	
NK-ST-3490	Review/Approve Re-submittal - Demolition Plan	14	20-Apr-24	31-May-24	123	
PILE DRIVING PLAN						
NK-ST-3390	Prepare/Submit - Pile Driving Plan	20	05-Jan-24	02-Feb-24	187	
NK-ST-3425	Review/Approve - Pile Driving Plan	21	03-Feb-24	05-Apr-24	90	
NK-ST-3430	Prepare/Re-Submit - Pile Driving Plan	10	08-Apr-24	19-Apr-24	184	
NK-ST-3495	Review/Approve Re-submittal - Pile Driving Plan	14	20-Apr-24	31-May-24	90	
CAISSON DRIVING PLAN						
NK-ST-3395	Prepare/Submit - Caisson Drilling	20	05-Jan-24	02-Feb-24	175	
NK-ST-3430	Review/Approve - Caisson Drilling	21	03-Feb-24	05-Apr-24	85	
NK-ST-3465	Prepare/Re-Submit - Caisson Drilling	10	08-Apr-24	19-Apr-24	174	
NK-ST-3500	Review/Approve Re-submittal - Caisson Drilling	14	20-Apr-24	31-May-24	85	
BEAM ERECTION PLAN						
NK-ST-3400	Prepare/Submit - Beam erection Plan	20	05-Jan-24	02-Feb-24	241	
NK-ST-3435	Review/Approve - Beam erection Plan	21	03-Feb-24	05-Apr-24	118	
NK-ST-3470	Prepare/Re-Submit - Beam erection Plan	10	08-Apr-24	19-Apr-24	241	
NK-ST-3505	Review/Approve Re-submittal - Beam erection Plan	14	20-Apr-24	31-May-24	118	
EBS PLAN						
NK-ST-3405	Prepare/Submit - EBS Plan	20	29-Jun-23	27-Jul-23	179	
NK-ST-3440	Review/Approve - EBS Plan	21	28-Jul-23	28-Sep-23	88	
NK-ST-3475	Prepare/Re-Submit - EBS Plan	10	29-Sep-23	13-Oct-23	179	
NK-ST-3510	Review/Approve Re-submittal - EBS Plan	14	14-Oct-23	24-Nov-23	88	
TEMP SHORING PLAN						
NK-ST-3410	Prepare/Submit - Temp Shoring Plan	20	05-Jan-24	02-Feb-24	175	
NK-ST-3445	Review/Approve - Temp Shoring Plan	21	03-Feb-24	05-Apr-24	85	
NK-ST-3480	Prepare/Re-Submit - Temp Shoring Plan	10	08-Apr-24	19-Apr-24	174	
NK-ST-3515	Review/Approve Re-submittal - Temp Shoring Plan	14	20-Apr-24	31-May-24	85	
BRIDGE DECK PLACEMENT PLAN						
NK-ST-3415	Prepare/Submit - Bridge Deck Placement Plan	20	05-Jan-24	02-Feb-24	241	
NK-ST-3450	Review/Approve - Bridge Deck Placement Plan	21	03-Feb-24	05-Apr-24	118	
NK-ST-3485	Prepare/Re-Submit - Bridge Deck Placement Plan	10	08-Apr-24	19-Apr-24	241	
NK-ST-3520	Review/Approve Re-submittal - Bridge Deck Placement Plan	14	20-Apr-24	31-May-24	118	
BACR						
NK-ST-3530	Prepare/Submit - BACR	150	10-Nov-23	08-Apr-24	47	
NF-MS-1160	Review/Approve - BACR	21	08-Apr-24	29-Apr-24	47	
DESIGN						
DESIGN SUPPORT						
Site Exploration						
SURVEY (SUPPLEMENTAL)						
NK-DS-2175	Site Mobilization	3	01-Mar-23	03-Mar-23	199	
NK-DS-2180	Perform Site Survey	60	06-Mar-23	26-May-23	199	
NK-DS-2185	Prepare Survey Report	5	30-May-23	05-Jun-23	199	
NK-DS-2190	Submit Survey Report (Internal Only)	1	06-Jun-23	06-Jun-23	199	
Geotech Exploration						
SEPS						
NK-DS-2205	Prepare and Submit SEPS (Subsurface Exploration Planning Submission) Report	30	01-Mar-23	11-Apr-23	65	
NK-DS-2195	Agency Review SEPS (Subsurface Exploration Planning Submission) Report	10	12-Apr-23	25-Apr-23	65	
NK-DS-2200	Agency Approval SEPS (Subsurface Exploration Planning Submission) Report	1	26-Apr-23	26-Apr-23	65	
Geotech Exploration Report						
NK-DS-2210	Site Mobilization	3	27-Apr-23	13-May-23	65	
NK-DS-2215	Perform Geotech Exploration / Testing	30	02-May-23	13-Jun-23	65	
NK-DS-2220	Prepare Geotech Exploration Report	5	14-Jun-23	20-Jun-23	65	

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NK-DS-2225	Submit Geotech Exploration Report	1	21-Jun-23	21-Jun-23	65
NK-DS-2230	Review/Approval of Geotech Exploration Report	5	22-Jun-23	28-Jun-23	65
H & H (Hydrologic and Hydraulic)					
NK-DS-2235	Prepare H & H Report-Submittal	30	01-Mar-23	11-Apr-23	139
NK-DS-2240	Submit H & H Report-Submittal to Agency	1	12-Apr-23	12-Apr-23	139
NK-DS-2245	Agency H & H Report Review	10	13-Apr-23	26-Apr-23	139
NK-DS-2250	Agency H & H Report Approval	1	27-Apr-23	27-Apr-23	139
Resiliency Report					
Initial					
NK-DS-2255	Prepare Resiliency Report-Report Submittal	40	01-Mar-23	25-Apr-23	208
NK-DS-2260	Submit Resiliency Report-Submittal to Agency	1	26-Apr-23	26-Apr-23	208
NK-DS-2265	Agency Resiliency Report Review	10	27-Apr-23	10-May-23	208
Approval					
NK-DS-2275	Add Resolution Meeting and Integrate Comments/QC (If needed)	10	11-May-23	24-May-23	208
NK-DS-2280	Add Agency Permit Review (If needed)	10	25-May-23	08-Jun-23	208
NK-DS-2270	Agency Resiliency Report Approval	1	09-Jun-23	09-Jun-23	208
ROADWAY DESIGN PACKAGE					
ROADWAY					
Field View Plans - 60% Construction Plans					
NK-DS-2285	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	32
NK-DS-2290	IR/CR/PR Review - Field View Plans	5	19-Apr-23	25-Apr-23	32
NK-DS-2295	Integrate Comments into Design / QC - Field View Plans	5	26-Apr-23	02-May-23	32
NK-DS-2300	QA Review and Certification - Field View Plans	2	03-May-23	04-May-23	32
NK-DS-2305	Submit - Field View Plans	1	05-May-23	05-May-23	32
NK-DS-2310	PermitDOT Review and Comment - Field View Plans	15	08-May-23	26-May-23	32
Pre-Final Plans - 90% Construction Plans					
NK-DS-2315	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	32
NK-DS-2320	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	32
NK-DS-2325	IR/CR/PR Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	79
NK-DS-2330	Integrate Comments into Design / QC - Pre-Final Plans	5	05-Sep-23	11-Sep-23	79
NK-DS-2335	QA Review and Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	79
NK-DS-2340	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	79
NK-DS-2345	PermitDOT Review and Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	191
RFC Plans - 100% Construction Plans					
NK-DS-2350	Resolution Meeting and Integrate Comments/QC - RFC Plans	5	13-Oct-23	19-Oct-23	191
NK-DS-2355	QA Review and Certification - RFC Plans	15	20-Oct-23	09-Nov-23	191
NK-DS-2360	Issue - RFC Plans	2	10-Nov-23	15-Nov-23	191
TRAFFIC					
Field View Plans - 60% Construction Plans					
NK-DS-2850	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	32
NK-DS-2855	IR/CR/PR Review - Field View Plans	5	19-Apr-23	25-Apr-23	32
NK-DS-2860	Integrate Comments into Design / QC - Field View Plans	5	26-Apr-23	02-May-23	32
NK-DS-2865	QA Review and Certification - Field View Plans	2	03-May-23	04-May-23	32
NK-DS-2870	Submit - Field View Plans	1	05-May-23	05-May-23	79
NK-DS-2875	PermitDOT Review and Comment - Field View Plans	15	08-May-23	26-May-23	79
Pre-Final Plans - 90% Construction Plans					
NK-DS-2880	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	79
NK-DS-2885	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	79
NK-DS-2890	IR/CR/PR Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	79
NK-DS-2895	Integrate Comments into Design / QC - Pre-Final Plans	5	05-Sep-23	11-Sep-23	79
NK-DS-2900	QA Review and Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	79
NK-DS-2905	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	191
NK-DS-2910	PermitDOT Review and Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	191
RFC Plans - 100% Construction Plans					
NK-DS-2915	Resolution Meeting and Integrate Comments/QC - RFC Plans	5	13-Oct-23	19-Oct-23	191
NK-DS-2920	QA Review and Certification - RFC Plans	15	20-Oct-23	09-Nov-23	191

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◆ Milestone
◆ Changed Work
◆ Critical Remaining Work
◆ Remaining Work
◆ Actual Work

◆ Remaining Level of Effort
◆ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

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NK-D5-3100	Integrate Comments into Design / OC - Final Plans	5	28-Aug-23	01-Sep-23	116																				
NK-D5-3105	QA Review and Certification - Final Plans	2	05-Sep-23	05-Sep-23	116																				
NK-D5-3110	Submit - Final Plans	1	07-Sep-23	07-Sep-23	116																				
NK-D5-3115	PermitDOT Review / Approve - Final Plans	10	08-Sep-23	21-Sep-23	116																				
STRUCTURE																									
Field View Plans - 60% Construction Plans																									
NK-D5-3120	Prepare - Field View Plans	60	01-Mar-23	23-May-23	66																				
NK-D5-3125	IR/CR/PR Review - Field View Plans	5	24-May-23	31-May-23	66																				
NK-D5-3130	Integrate Comments into Design / OC - Field View Plans	5	01-Jun-23	07-Jun-23	66																				
NK-D5-3135	QA Review and Certification - Field View Plans	2	08-Jun-23	09-Jun-23	66																				
NK-D5-3140	Submit - Field View Plans	1	12-Jun-23	12-Jun-23	66																				
NK-D5-3145	PermitDOT Review and Comment - Field View Plans	15	13-Jun-23	03-Jul-23	66																				
Pre-Final Plans - 90% Construction Plans																									
NK-D5-3150	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	05-Jul-23	11-Jul-23	66																				
NK-D5-3155	Prepare - Pre-Final Plans	60	12-Jul-23	04-Oct-23	66																				
NK-D5-3160	IR/CR/PR Review - Pre-Final Plans	3	05-Oct-23	09-Oct-23	66																				
NK-D5-3165	Integrate Comments into Design / OC - Pre-Final Plans	5	10-Oct-23	16-Oct-23	66																				
NK-D5-3170	QA Review and Certification - Pre-Final Plans	2	17-Oct-23	18-Oct-23	66																				
NK-D5-3175	Submit Final Design - Pre-Final Plans	1	19-Oct-23	19-Oct-23	66																				
NK-D5-3180	PermitDOT Review and Comment - Pre-Final Plans	30	20-Oct-23	01-Dec-23	66																				
RFC Plans - 100% Construction Plans																									
NK-D5-3185	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	04-Dec-23	08-Dec-23	66																				
NK-D5-3190	QA Review and Certification - RFC Plans	15	11-Dec-23	02-Jan-24	66																				
NK-D5-3195	Issue - RFC Plans	2	03-Jan-24	04-Jan-24	66																				
STRUCTURE - I-80 EB RETAINING WALLS 408-570																									
GEOTECH (STRUCTURAL DESIGN PACKAGE)																									
Field View Plans - 60% Construction Plans																									
NK-D5-3200	Prepare Field View Plans - Field View Plans	35	01-Mar-23	18-Apr-23	116																				
NK-D5-3205	IR/CR/PR Review - Field View Plans	5	19-Apr-23	25-Apr-23	116																				
NK-D5-3210	Integrate Comments into Design / OC - Field View Plans	5	26-Apr-23	02-May-23	116																				
NK-D5-3215	QA Review and Certification - Field View Plans	1	05-May-23	04-May-23	116																				
NK-D5-3220	Submit - Field View Plans	2	09-May-23	05-May-23	116																				
NK-D5-3225	PermitDOT Review and Comment - Field View Plans	10	08-May-23	19-May-23	116																				
Final Plans - 100% Construction Plans																									
NK-D5-3230	Comment Resolution Meeting/Integrate Comments - Final Plans	5	22-May-23	25-May-23	116																				
NK-D5-3235	Prepare - Final Plans	60	30-May-23	22-Aug-23	116																				
NK-D5-3240	IR/CR/PR Review - Final Plans	3	23-Aug-23	25-Aug-23	116																				
NK-D5-3245	Integrate Comments into Design / OC - Final Plans	5	28-Aug-23	01-Sep-23	116																				
NK-D5-3250	QA Review and Certification - Final Plans	2	05-Sep-23	05-Sep-23	116																				
NK-D5-3255	Submit - Final Plans	1	07-Sep-23	07-Sep-23	116																				
NK-D5-3260	PermitDOT Review / Approve - Final Plans	10	08-Sep-23	21-Sep-23	116																				
STRUCTURE																									
Field View Plans - 60% Construction Plans																									
NK-D5-3265	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	91																				
NK-D5-3270	IR/CR/PR Review - Field View Plans	5	19-Apr-23	25-Apr-23	91																				
NK-D5-3275	Integrate Comments into Design / OC - Field View Plans	5	26-Apr-23	02-May-23	91																				
NK-D5-3280	QA Review and Certification - Field View Plans	2	03-May-23	04-May-23	91																				
NK-D5-3285	Submit - Field View Plans	1	05-May-23	05-May-23	91																				
NK-D5-3290	PermitDOT Review and Comment - Field View Plans	15	08-May-23	25-May-23	91																				
Pre-Final Plans - 90% Construction Plans																									
NK-D5-3295	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	91																				
NK-D5-3300	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	91																				
NK-D5-3305	IR/CR/PR Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	91																				
NK-D5-3310	Integrate Comments into Design / OC - Pre-Final Plans	5	05-Sep-23	11-Sep-23	91																				
NK-D5-3315	QA Review and Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	91																				
NK-D5-3320	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	91																				

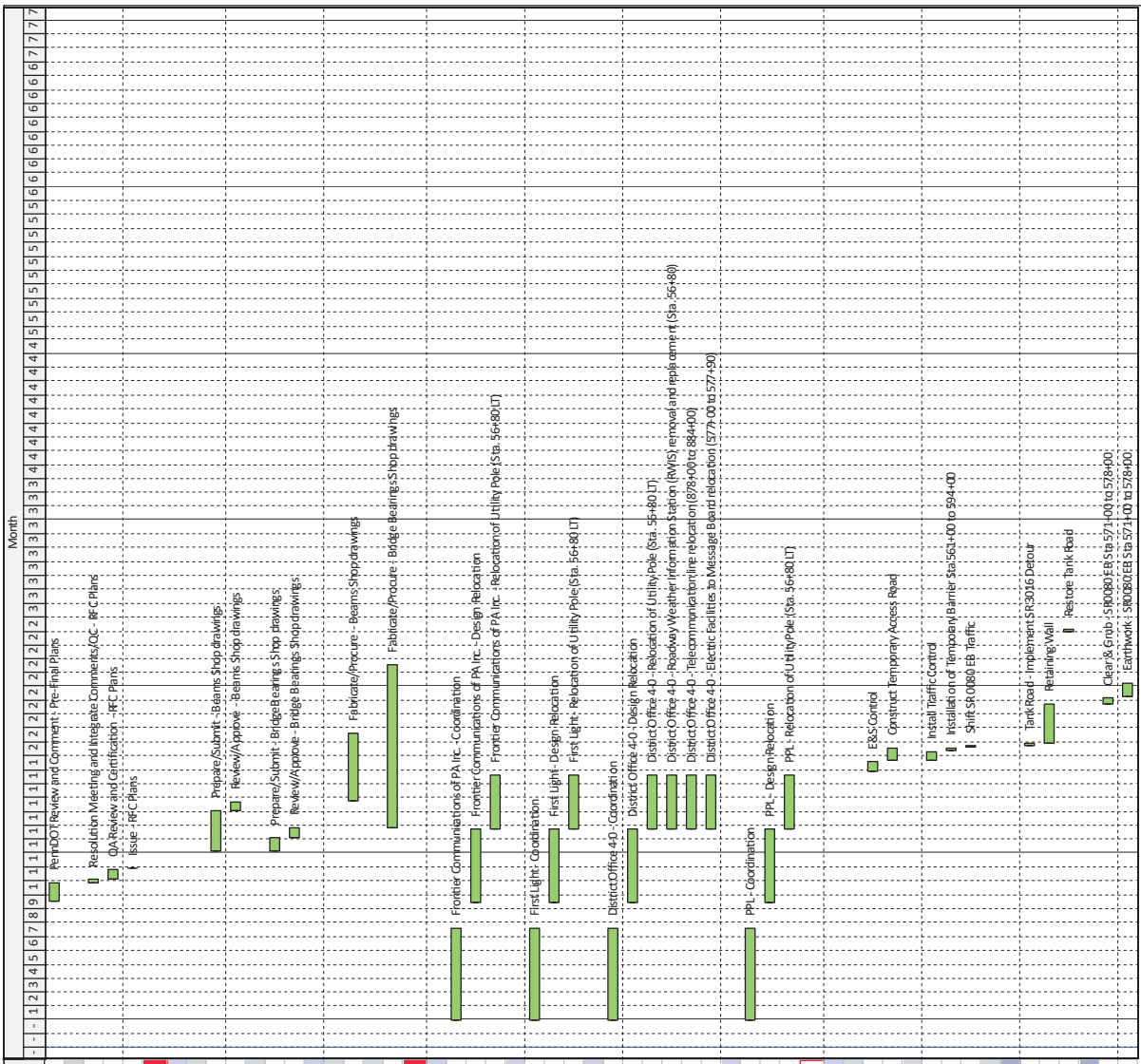
Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

◆ Milestone
◆ Critical Remaining Work
◆ Remaining Work
◆ Actual Work

◆ Changed Work
◆ Remaining Level of Effort
◆ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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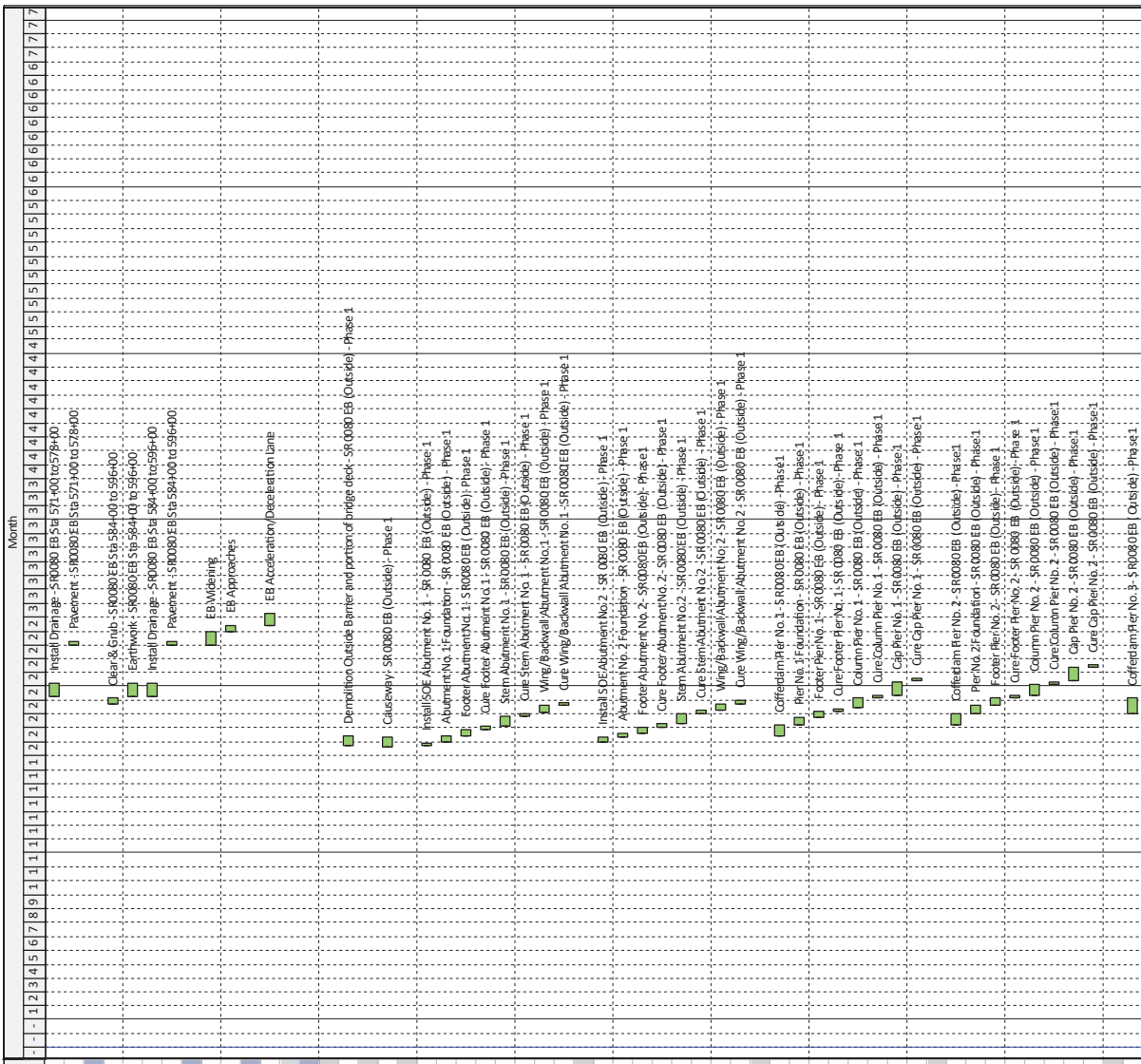
Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ Changed Work
◆ Remaining Level of Effort
◆ Actual Level of Effort
◆ % Complete

BRIDGING PENNSYLVANIA PARTNERS

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

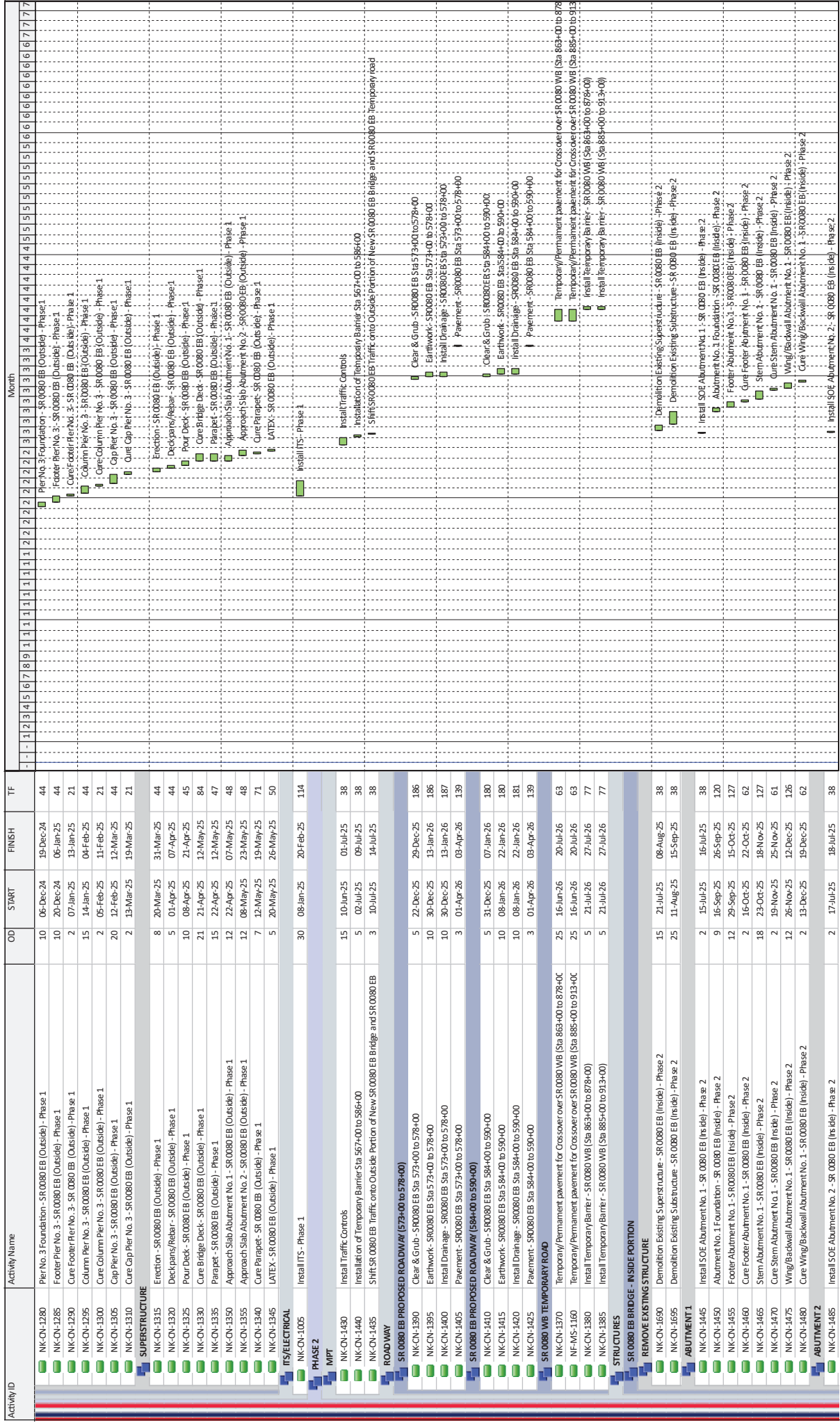
(PATHWAYS) BARCHART (PRELIM BL) TASK filter: All Activities



Activity ID	Activity Name	OD	START	FINISH	TF
NK-CN-1070	Install Drainage - SR0880 EB Sta 571+00 to 578+00	20	09-Dec-24	07-Jan-25	133
NK-CN-1075	Pavement - SR0880 EB Sta 571+00 to 578+00	6	01-Apr-25	08-Apr-25	79
SR 0880 EB PROPOSED ROADWAY (584+00 to 596+00)					
NK-CN-1080	Clear & Grub - SR0880 EB Sta 584+00 to 596+00	10	22-Nov-24	06-Dec-24	114
NK-CN-1085	Earthwork - SR0880 EB Sta 584+00 to 596+00	20	09-Dec-24	07-Jan-25	114
NK-CN-1090	Install Drainage - SR0880 EB Sta 584+00 to 596+00	20	09-Dec-24	07-Jan-25	133
NK-CN-1095	Pavement - SR0880 EB Sta 584+00 to 596+00	6	01-Apr-25	08-Apr-25	79
SR 0880 EB TEMPORARY ROAD					
NK-CN-1045	EB Widening	20	01-Apr-25	28-Apr-25	40
NK-CN-1050	EB Approaches	10	29-Apr-25	12-May-25	40
ACCELERATION/DECELERATION LANE					
NK-CN-1055	EB Acceleration/Deceleration Lane	20	13-May-25	09-Jun-25	40
STRUCTURES					
SR 0880 EB BRIDGE - OUTSIDE DECKPORTION					
NK-CN-1360	Demolition Outside Barrier and portion of bridge deck - SR 0880 EB (Outside) - Phase 1	15	22-Aug-24	12-Sep-24	197
REMOVE EXISTING STRUCTURE					
NK-CN-1365	Causeway - SR 0880 EB (Outside) - Phase 1	17	19-Aug-24	11-Sep-24	39
CAUSEWAY					
ABUTMENT 1					
NK-CN-1115	Install SOE Abutment No. 1 - SR 0880 EB (Outside) - Phase 1	6	22-Aug-24	29-Aug-24	117
NK-CN-1120	Abutment No. 1 Foundation - SR 0880 EB (Outside) - Phase 1	9	30-Aug-24	12-Sep-24	121
NK-CN-1125	Footer Abutment No. 1 - SR 0880 EB (Outside) - Phase 1	10	13-Sep-24	26-Sep-24	121
NK-CN-1130	Cure Footer Abutment No. 1 - SR 0880 EB (Outside) - Phase 1	2	27-Sep-24	03-Oct-24	60
NK-CN-1135	Stem Abutment No. 1 - SR 0880 EB (Outside) - Phase 1	15	04-Oct-24	25-Oct-24	121
NK-CN-1140	Cure Stem Abutment No. 1 - SR 0880 EB (Outside) - Phase 1	2	26-Oct-24	01-Nov-24	60
NK-CN-1145	Wing/Backwall Abutment No. 1 - SR 0880 EB (Outside) - Phase 1	10	04-Nov-24	18-Nov-24	121
NK-CN-1150	Cure Wing/Backwall Abutment No. 1 - SR 0880 EB (Outside) - Phase 1	2	19-Nov-24	25-Nov-24	59
ABUTMENT 2					
NK-CN-1155	Install SOE Abutment No. 2 - SR 0880 EB (Outside) - Phase 1	6	30-Aug-24	09-Sep-24	117
NK-CN-1160	Abutment No. 2 Foundation - SR 0880 EB (Outside) - Phase 1	7	10-Sep-24	18-Sep-24	117
NK-CN-1165	Footer Abutment No. 2 - SR 0880 EB (Outside) - Phase 1	6	09-Oct-24	02-Oct-24	117
NK-CN-1170	Cure Footer Abutment No. 2 - SR 0880 EB (Outside) - Phase 1	2	03-Oct-24	09-Oct-24	58
NK-CN-1175	Stem Abutment No. 2 - SR 0880 EB (Outside) - Phase 1	15	10-Oct-24	31-Oct-24	117
NK-CN-1180	Cure Stem Abutment No. 2 - SR 0880 EB (Outside) - Phase 1	2	01-Nov-24	07-Nov-24	58
NK-CN-1185	Wing/Backwall Abutment No. 2 - SR 0880 EB (Outside) - Phase 1	10	08-Nov-24	22-Nov-24	117
NK-CN-1190	Cure Wing/Backwall Abutment No. 2 - SR 0880 EB (Outside) - Phase 1	2	23-Nov-24	29-Nov-24	57
PIER 1					
NK-CN-1195	Cofferdam Pier No. 1 - SR 0880 EB (Outside) - Phase 1	18	12-Sep-24	07-Oct-24	39
NK-CN-1200	Pier No. 1 Foundation - SR 0880 EB (Outside) - Phase 1	10	08-Oct-24	22-Oct-24	84
NK-CN-1205	Footer Pier No. 1 - SR 0880 EB (Outside) - Phase 1	10	23-Oct-24	05-Nov-24	84
NK-CN-1210	Cure Footer Pier No. 1 - SR 0880 EB (Outside) - Phase 1	2	06-Nov-24	12-Nov-24	42
NK-CN-1215	Column Pier No. 1 - SR 0880 EB (Outside) - Phase 1	15	13-Nov-24	04-Dec-24	85
NK-CN-1220	Cure Column Pier No. 1 - SR 0880 EB (Outside) - Phase 1	2	05-Dec-24	11-Dec-24	42
NK-CN-1225	Cap Pier No. 1 - SR 0880 EB (Outside) - Phase 1	20	12-Dec-24	10-Jan-25	85
NK-CN-1230	Cure Cap Pier No. 1 - SR 0880 EB (Outside) - Phase 1	2	11-Jan-25	17-Jan-25	41
PIER 2					
NK-CN-1235	Cofferdam Pier No. 2 - SR 0880 EB (Outside) - Phase 1	18	08-Oct-24	31-Oct-24	39
NK-CN-1240	Pier No. 2 Foundation - SR 0880 EB (Outside) - Phase 1	12	01-Nov-24	19-Nov-24	65
NK-CN-1245	Footer Pier No. 2 - SR 0880 EB (Outside) - Phase 1	10	20-Nov-24	04-Dec-24	65
NK-CN-1250	Cure Footer Pier No. 2 - SR 0880 EB (Outside) - Phase 1	2	05-Dec-24	11-Dec-24	32
NK-CN-1255	Column Pier No. 2 - SR 0880 EB (Outside) - Phase 1	15	12-Dec-24	03-Jan-25	65
NK-CN-1260	Cure Column Pier No. 2 - SR 0880 EB (Outside) - Phase 1	2	04-Jan-25	10-Jan-25	32
NK-CN-1265	Cap Pier No. 2 - SR 0880 EB (Outside) - Phase 1	20	13-Jan-25	10-Feb-25	65
NK-CN-1270	Cure Cap Pier No. 2 - SR 0880 EB (Outside) - Phase 1	2	11-Feb-25	17-Feb-25	31
PIER 3					
NK-CN-1275	Cofferdam Pier No. 3 - SR 0880 EB (Outside) - Phase 1	18	01-Nov-24	05-Dec-24	39

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

- Critical Remaining Work
- Remaining Work
- Actual Work
- ◆ Milestone
- ◆ Changed Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort
- ◆ % Complete



Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
 (PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

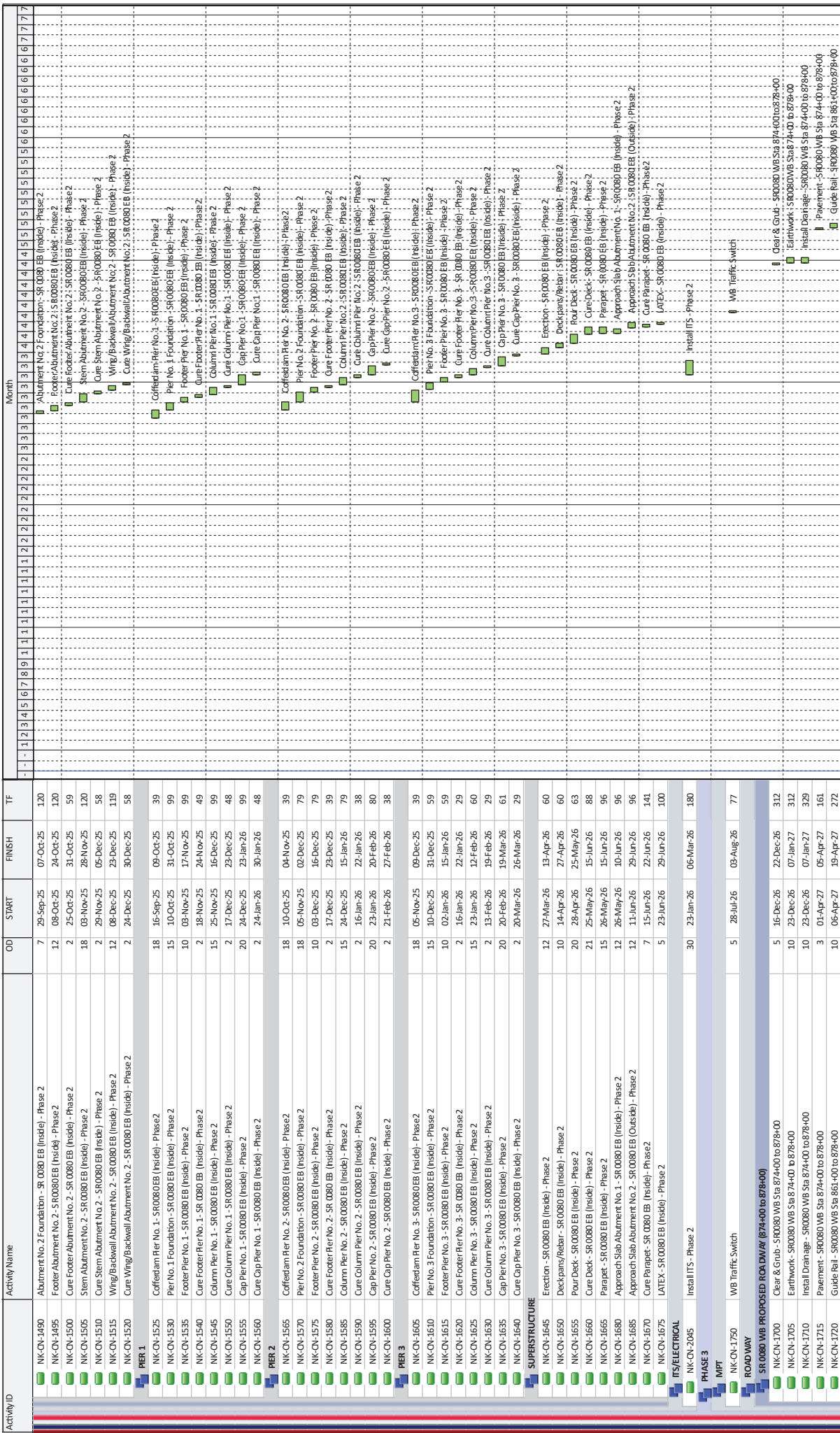
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

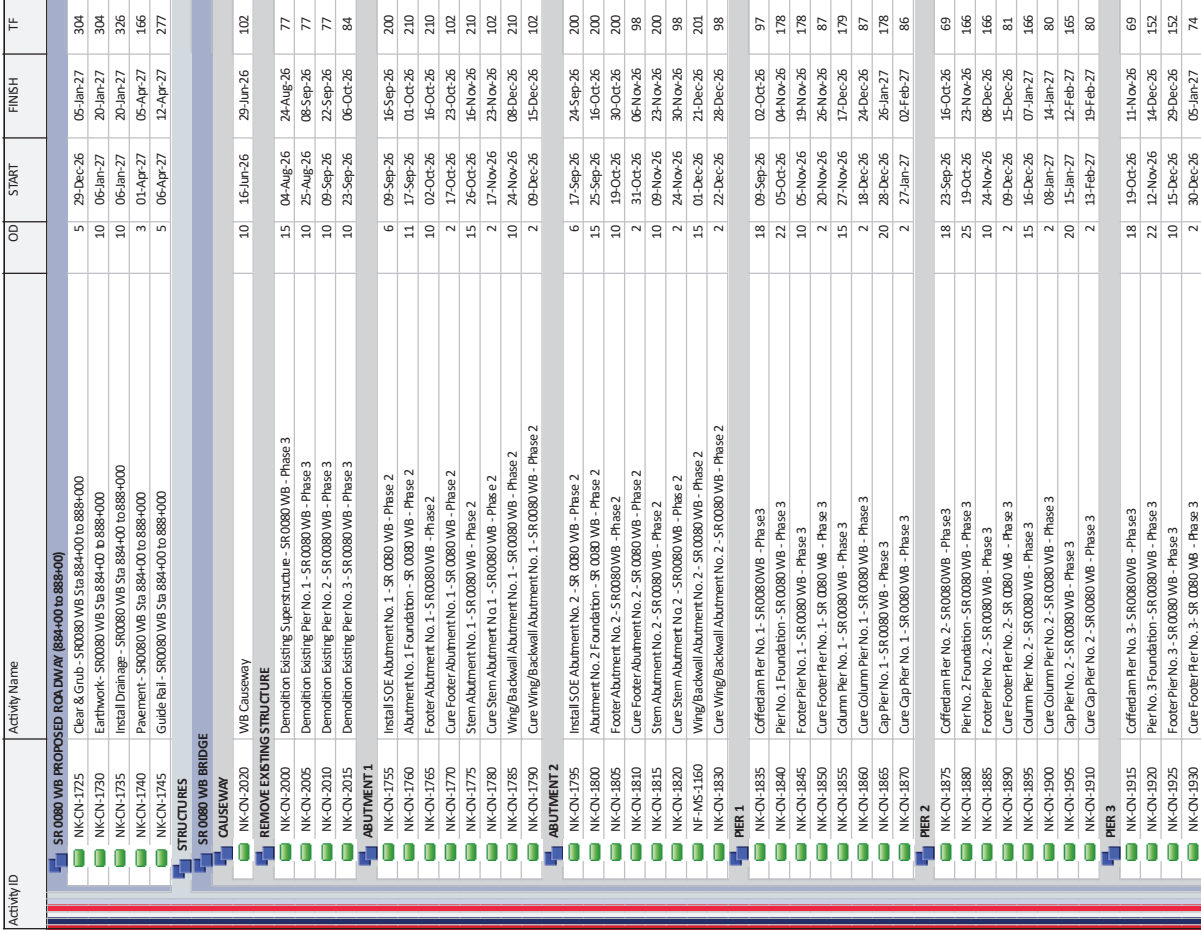




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Activity Name: Abutment No. 2 Foundation - SR 0080 EB (Inside) - Phase 2
Activity Name: Footer Abutment No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Footer Abutment No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Stem Abutment No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Stem Abutment No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Wing/Backwall Abutment No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Wing/Backwall Abutment No. 2 - SR 0080 EB (Inside) - Phase 2
PIER 1
Activity Name: Cofferdam Pier No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Pier No. 1 Foundation - SR 0080 EB (Inside) - Phase 2
Activity Name: Footer Pier No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Footer Pier No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Column Pier No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Column Pier No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cap Pier No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Cap Pier No. 1 - SR 0080 EB (Inside) - Phase 2
PIER 2
Activity Name: Cofferdam Pier No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Pier No. 2 Foundation - SR 0080 EB (Inside) - Phase 2
Activity Name: Footer Pier No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Footer Pier No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Column Pier No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Column Pier No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cap Pier No. 2 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Cap Pier No. 2 - SR 0080 EB (Inside) - Phase 2
PIER 3
Activity Name: Cofferdam Pier No. 3 - SR 0080 EB (Inside) - Phase 2
Activity Name: Pier No. 3 Foundation - SR 0080 EB (Inside) - Phase 2
Activity Name: Footer Pier No. 3 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Footer Pier No. 3 - SR 0080 EB (Inside) - Phase 2
Activity Name: Column Pier No. 3 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Column Pier No. 3 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cap Pier No. 3 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Cap Pier No. 3 - SR 0080 EB (Inside) - Phase 2
SUPERSTRUCTURE
Activity Name: Erection - SR 0080 EB (Inside) - Phase 2
Activity Name: Deck pans/Rebar - SR 0080 EB (Inside) - Phase 2
Activity Name: Pour Deck - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Deck - SR 0080 EB (Inside) - Phase 2
Activity Name: Parapet - SR 0080 EB (Inside) - Phase 2
Activity Name: Approach Slab Abutment No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Cure Approach Slab Abutment No. 1 - SR 0080 EB (Inside) - Phase 2
Activity Name: Approach Slab Abutment No. 2 - SR 0080 EB (Outside) - Phase 2
Activity Name: Cure Approach Slab Abutment No. 2 - SR 0080 EB (Outside) - Phase 2
Activity Name: LATEX - SR 0080 EB (Inside) - Phase 2
Activity Name: Install ITS - Phase 2
ITS/ELECTRICAL
Activity Name: WB Traffic Switch
ROADWAY
Activity Name: Clear & Grub - SR 0080 WB Sta 874+00 to 878+00
Activity Name: Earthwork - SR 0080 WB Sta 874+00 to 878+00
Activity Name: Install Drainage - SR 0080 WB Sta 874+00 to 878+00
Activity Name: Pavement - SR 0080 WB Sta 874+00 to 878+00
Activity Name: Guide Rail - SR 0080 WB Sta 861+00 to 878+00

Activity ID	Activity Name	OD	START	FINISH	TF
SR 0080 WB PROPOSED ROADWAY (884+00 to 888+00)					
NK-CN-1725	Clear & Grub - SR0080 WB Sta 884+00 to 888+00	5	29-Dec-26	05-Jan-27	304
NK-CN-1730	Earthwork - SR0080 WB Sta 884+00 to 888+00	10	06-Jan-27	20-Jan-27	304
NK-CN-1735	Install Drainage - SR0080 WB Sta 884+00 to 888+00	10	06-Jan-27	20-Jan-27	326
NK-CN-1740	Pavement - SR0080 WB Sta 884+00 to 888+00	3	01-Apr-27	05-Apr-27	166
NK-CN-1745	Guide Rail - SR0080 WB Sta 884+00 to 888+00	5	06-Apr-27	12-Apr-27	277
STRUCTURES					
SR 0080 WB BRIDGE					
CAUSEWAY					
NK-CN-2020	WB Causeway	10	16-Jun-26	29-Jun-26	102
REMOVE EXISTING STRUCTURE					
NK-CN-2000	Demolition Existing Superstructure - SR 0080 WB - Phase 3	15	04-Aug-26	24-Aug-26	77
NK-CN-2005	Demolition Existing Pier No. 1 - SR 0080 WB - Phase 3	10	25-Aug-26	08-Sep-26	77
NK-CN-2010	Demolition Existing Pier No. 2 - SR 0080 WB - Phase 3	10	09-Sep-26	22-Sep-26	77
NK-CN-2015	Demolition Existing Pier No. 3 - SR 0080 WB - Phase 3	10	23-Sep-26	06-Oct-26	84
ABUTMENT 1					
NK-CN-1755	Install SOE Abutment No. 1 - SR 0080 WB - Phase 2	6	09-Sep-26	16-Sep-26	200
NK-CN-1760	Abutment No. 1 Foundation - SR 0080 WB - Phase 2	11	17-Sep-26	01-Oct-26	210
NK-CN-1765	Footer Abutment No. 1 - SR 0080 WB - Phase 2	10	03-Oct-26	16-Oct-26	210
NK-CN-1770	Cure Footer Abutment No. 1 - SR 0080 WB - Phase 2	2	17-Oct-26	23-Oct-26	102
NK-CN-1775	Stem Abutment No. 1 - SR 0080 WB - Phase 2	15	26-Oct-26	16-Nov-26	210
NK-CN-1780	Cure Stem Abutment No. 1 - SR 0080 WB - Phase 2	2	17-Nov-26	23-Nov-26	102
NK-CN-1785	Wing/Backwall Abutment No. 1 - SR 0080 WB - Phase 2	10	24-Nov-26	08-Dec-26	210
NK-CN-1790	Cure Wing/Backwall Abutment No. 1 - SR 0080 WB - Phase 2	2	09-Dec-26	15-Dec-26	102
ABUTMENT 2					
NK-CN-1795	Install SOE Abutment No. 2 - SR 0080 WB - Phase 2	6	17-Sep-26	24-Sep-26	200
NK-CN-1800	Abutment No. 2 Foundation - SR 0080 WB - Phase 2	15	25-Sep-26	16-Oct-26	200
NK-CN-1805	Footer Abutment No. 2 - SR 0080 WB - Phase 2	10	19-Oct-26	30-Oct-26	200
NK-CN-1810	Cure Footer Abutment No. 2 - SR 0080 WB - Phase 2	2	31-Oct-26	06-Nov-26	98
NK-CN-1815	Stem Abutment No. 2 - SR 0080 WB - Phase 2	10	09-Nov-26	23-Nov-26	200
NK-CN-1820	Cure Stem Abutment No. 2 - SR 0080 WB - Phase 2	2	24-Nov-26	30-Nov-26	98
NF-MS-1160	Wing/Backwall Abutment No. 2 - SR 0080 WB - Phase 2	15	01-Dec-26	21-Dec-26	201
NK-CN-1830	Cure Wing/Backwall Abutment No. 2 - SR 0080 WB - Phase 2	2	22-Dec-26	28-Dec-26	98
PIER 1					
NK-CN-1835	Cofferdam Pier No. 1 - SR 0080 WB - Phase 3	18	09-Sep-26	02-Oct-26	97
NK-CN-1840	Pier No. 1 Foundation - SR 0080 WB - Phase 3	22	05-Oct-26	04-Nov-26	178
NK-CN-1845	Footer Pier No. 1 - SR 0080 WB - Phase 3	10	05-Nov-26	19-Nov-26	178
NK-CN-1850	Cure Footer Pier No. 1 - SR 0080 WB - Phase 3	2	20-Nov-26	26-Nov-26	87
NK-CN-1855	Column Pier No. 1 - SR 0080 WB - Phase 3	15	27-Nov-26	17-Dec-26	179
NK-CN-1860	Cure Column Pier No. 1 - SR 0080 WB - Phase 3	2	18-Dec-26	24-Dec-26	87
NK-CN-1865	Cap Pier No. 1 - SR 0080 WB - Phase 3	20	28-Dec-26	26-Jan-27	178
NK-CN-1870	Cure Cap Pier No. 1 - SR 0080 WB - Phase 3	2	27-Jan-27	02-Feb-27	86
PIER 2					
NK-CN-1875	Cofferdam Pier No. 2 - SR 0080 WB - Phase 3	18	23-Sep-26	16-Oct-26	69
NK-CN-1880	Pier No. 2 Foundation - SR 0080 WB - Phase 3	25	19-Oct-26	23-Nov-26	166
NK-CN-1885	Footer Pier No. 2 - SR 0080 WB - Phase 3	10	24-Nov-26	08-Dec-26	166
NK-CN-1890	Cure Footer Pier No. 2 - SR 0080 WB - Phase 3	2	09-Dec-26	15-Dec-26	81
NK-CN-1895	Column Pier No. 2 - SR 0080 WB - Phase 3	15	16-Dec-26	07-Jan-27	166
NK-CN-1900	Cure Column Pier No. 2 - SR 0080 WB - Phase 3	2	08-Jan-27	14-Jan-27	80
NK-CN-1905	Cap Pier No. 2 - SR 0080 WB - Phase 3	20	15-Jan-27	12-Feb-27	165
NK-CN-1910	Cure Cap Pier No. 2 - SR 0080 WB - Phase 3	2	13-Feb-27	19-Feb-27	80
PIER 3					
NK-CN-1915	Cofferdam Pier No. 3 - SR 0080 WB - Phase 3	18	19-Oct-26	11-Nov-26	69
NK-CN-1920	Pier No. 3 Foundation - SR 0080 WB - Phase 3	22	12-Nov-26	14-Dec-26	152
NK-CN-1925	Footer Pier No. 3 - SR 0080 WB - Phase 3	10	15-Dec-26	29-Dec-26	152
NK-CN-1930	Cure Footer Pier No. 3 - SR 0080 WB - Phase 3	2	30-Dec-26	05-Jan-27	74



Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
■ Milestone
■ % Complete
■ Actual Level of Effort



Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Legend:

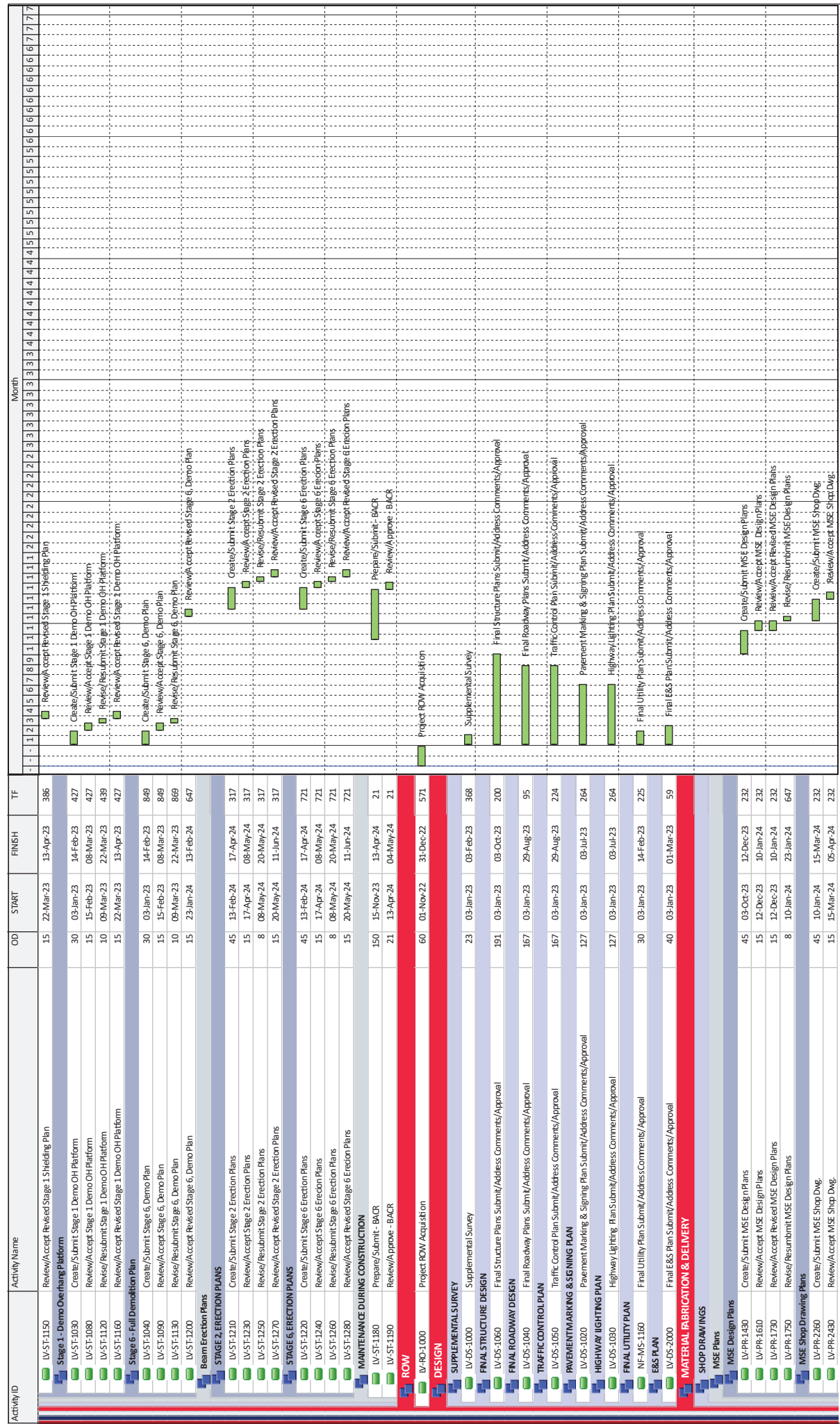
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- Green bar: Remaining Work
- Blue bar: Actual Work
- Red diamond: Milestone
- Black diamond: Changed Work
- Black line: Remaining Level of Effort
- Blue line: Actual Level of Effort
- Green line: % Complete

BRIDGING PENNSYLVANIA PARTNERS

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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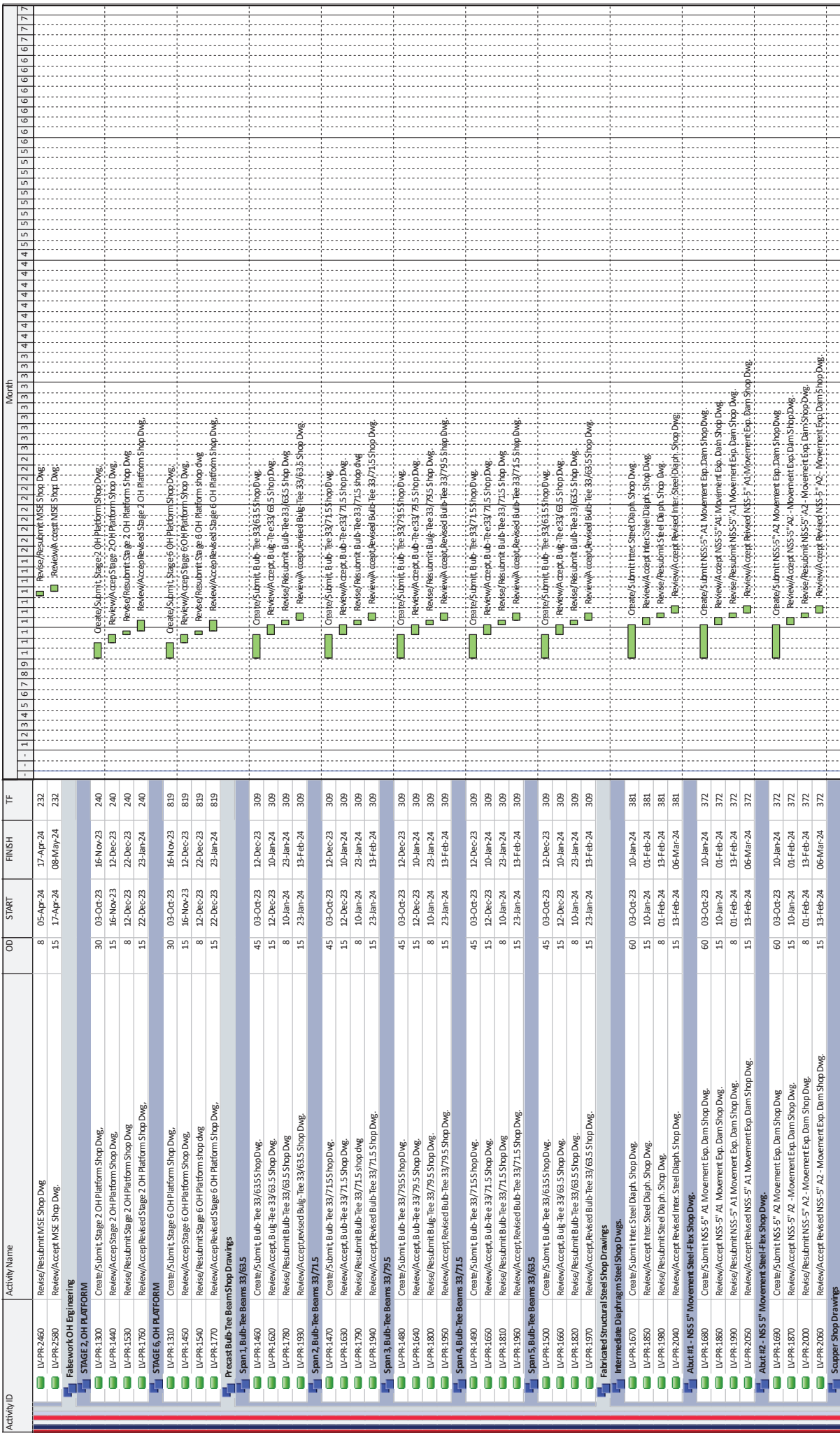
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End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ Changed Work
— Remaining Level of Effort
— Actual Level of Effort
— % Complete

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) TASK Filter: All Activities

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■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
— Changed Work
— Remaining Level of Effort
— Actual Level of Effort
— % Complete

Start: 01-Nov-22
 End: 27-Dec-28
 Data: 01-Nov-22
 Run: 04-Nov-22

Activity ID	Activity Name	OD	START	FINISH	TF	Month
Stage 2 & 3, WB Storm Structure Shop Dwg.						
IV-PR-1250	Create/Submit S2/S3 WB Storm Struct. Shop Dwg.	45	29-Aug-23	02-Nov-23	97	
IV-PR-1320	Review/Accept S2/S3 WB Storm Struct. Shop Dwg.	15	02-Nov-23	29-Nov-23	97	
IV-PR-1410	Revise/Resubmit S2/S3 WB Storm Struct. Shop Dwg.	8	29-Nov-23	11-Dec-23	97	
IV-PR-1580	Review/Accept Revised S2/S3 WB Storm Struct. Shop Dwg.	15	11-Dec-23	09-Jan-24	97	
Stage 2 & 4, EB Storm Structure Shop Dwg.						
IV-PR-1260	Create/Submit S2/S4 EB Storm Struct. Dwg.	45	29-Aug-23	02-Nov-23	97	
IV-PR-1330	Review/Accept S2/S4 EB Storm Struct. Dwg.	15	02-Nov-23	29-Nov-23	97	
IV-PR-1420	Revise/Resubmit S2/S4 EB Storm Struct. Dwg.	8	29-Nov-23	11-Dec-23	97	
IV-PR-1590	Review/Accept Revised S2/S4 EB Storm Struct. Dwg.	15	11-Dec-23	09-Jan-24	97	
STAGES 5 & 6, EB/WB STORM STRUCTURE SHOP DWG.						
IV-PR-1340	Create/Submit S5/S6 EB/WB Storm Struct. Dwg.	60	29-Aug-23	29-Nov-23	848	
IV-PR-1520	Review/Accept S5/S6 EB/WB Storm Struct. Dwg.	15	29-Nov-23	20-Dec-23	873	
IV-PR-1600	Revise/Resubmit S5/S6 EB/WB Storm Struct. Dwg.	8	20-Dec-23	09-Jan-24	873	
IV-PR-1840	Review/Accept Revised S5/S6 EB/WB Storm Struct. Dwg.	15	09-Jan-24	31-Jan-24	873	
Electrical Shop Drawings						
IV-PR-1280	Create/Submit Electrical Pole Shop Dwg.	90	05-Jul-23	10-Nov-23	465	
IV-PR-1350	Review/Accept Electrical Pole Shop Dwg.	15	13-Nov-23	06-Dec-23	465	
IV-PR-1510	Revise/Resubmit Electrical Pole Shop Dwg.	8	07-Dec-23	18-Dec-23	465	
IV-PR-1740	Review/Accept Revised Electrical Pole Shop Dwg.	15	19-Dec-23	17-Jan-24	465	
FABRICATION / DELIVERY						
IV-PR-1360	Release Fabrication for Stage 2 EB/WB	0	11-Dec-23	11-Dec-23	114	
IV-PR-1370	Release Fabrication for Stage 6 EB/WB	0	11-Dec-23	11-Dec-23	749	
IV-PR-1380	Release Fabrication for Stage 1 EB/WB Storm Drain Structures	0	11-Dec-23	11-Dec-23	114	
IV-PR-1390	Release Fabrication for Stage 5 EB/WB Concrete Roadway Dowels/Baskets	0	11-Dec-23	11-Dec-23	666	
MSE Wall Panels Procurement						
IV-PR-2980	Fabricate S2-EB MSE Wall Panels	60	08-May-24	02-Aug-24	240	
IV-PR-2990	Fabricate S2-WB MSE Wall Panels	60	08-May-24	02-Aug-24	239	
IV-PR-3000	Fabricate S6-EB/WB MSE Wall Panels	60	08-May-24	02-Aug-24	664	
IV-PR-3010	Deliver S2-EB MSE Wall Panels	3	02-Aug-24	07-Aug-24	240	
IV-PR-3020	Deliver S2-WB MSE Wall Panels	3	02-Aug-24	07-Aug-24	239	
IV-PR-3030	Deliver S6-EB/WB MSE Wall Panels	3	02-Aug-24	07-Aug-24	664	
Precast Bulb-Te Beams Procurement						
Bulb-Te - Span 1 33/63.5						
IV-PR-2650	Fabricate S2-EB-Span 1 BT33863.5 (3 Each)	90	13-Feb-24	19-Jun-24	318	
IV-PR-2660	Fabricate S2-WB-Span 1 BT33863.5 (3 Each)	90	13-Feb-24	19-Jun-24	317	
IV-PR-2670	Fabricate S6-EB/WB-Span 1 BT33863.5 (6 Each)	90	13-Feb-24	19-Jun-24	731	
IV-PR-2800	Deliver S2-EB-Span 1 BT33863.5 (3 Each)	1	19-Jun-24	20-Jun-24	318	
NF-MS-1160	Deliver S2-WB-Span 1 BT33863.5 (3 Each)	1	19-Jun-24	20-Jun-24	317	
IV-PR-2820	Deliver S6-EB/WB-Span 1 BT33863.5 (6 Each)	1	19-Jun-24	20-Jun-24	731	
Bulb-Te - Span 2 33/71.5						
IV-PR-2680	Fabricate S2-EB-Span 2 BT33711.5 (3 Each)	90	13-Feb-24	19-Jun-24	318	
IV-PR-2690	Fabricate S2-WB-Span 2 BT33711.5 (3 Each)	90	13-Feb-24	19-Jun-24	317	
IV-PR-2700	Fabricate S6-EB/WB-Span 2 BT33711.5 (6 Each)	90	13-Feb-24	19-Jun-24	735	
IV-PR-2830	Deliver S2-EB-Span 2 BT33711.5 (3 Each)	1	19-Jun-24	20-Jun-24	318	
IV-PR-2840	Deliver S2-WB-Span 2 BT33711.5 (3 Each)	1	19-Jun-24	20-Jun-24	317	
IV-PR-2850	Deliver S6-EB/WB-Span 2 BT33711.5 (6 Each)	1	19-Jun-24	20-Jun-24	735	
Bulb-Te - Span 3 33/79.5						
IV-PR-2710	Fabricate S2-EB-Span 3 BT33795.5 (3 Each)	90	13-Feb-24	19-Jun-24	318	
IV-PR-2720	Fabricate S2-WB-Span 3 BT33795.5 (3 Each)	90	13-Feb-24	19-Jun-24	317	
IV-PR-2730	Fabricate S6-EB/WB-Span 3 BT33795.5 (6 Each)	90	13-Feb-24	19-Jun-24	733	
IV-PR-2860	Deliver S2-EB-Span 3 BT33795.5 (3 Each)	1	19-Jun-24	20-Jun-24	318	
IV-PR-2870	Deliver S2-WB-Span 3 BT33795.5 (3 Each)	1	19-Jun-24	20-Jun-24	317	
IV-PR-2880	Deliver S6-EB/WB-Span 3 BT33795.5 (6 Each)	1	19-Jun-24	20-Jun-24	733	
Bulb-Te - Span 4 33/71.5						
IV-PR-2740	Fabricate S2-EB-Span 4 BT33711.5 (3 Each)	90	13-Feb-24	19-Jun-24	318	

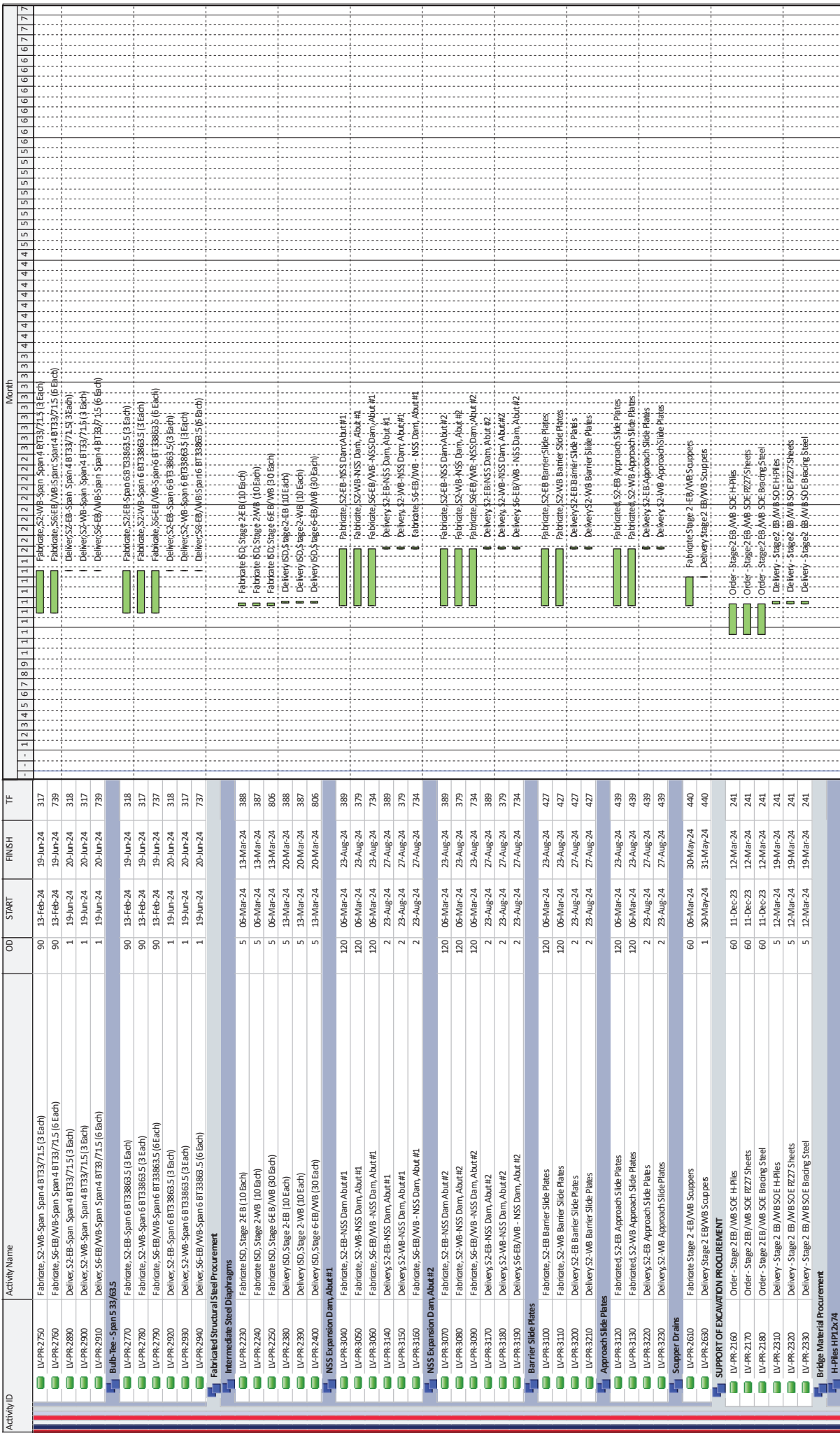
Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Legend:

- Critical Remaining Work
- Changed Work
- Remaining Work
- Remaining Level of Effort
- Actual Level of Effort
- Milestone
- % Complete

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) TASK Filter: All Activities

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Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

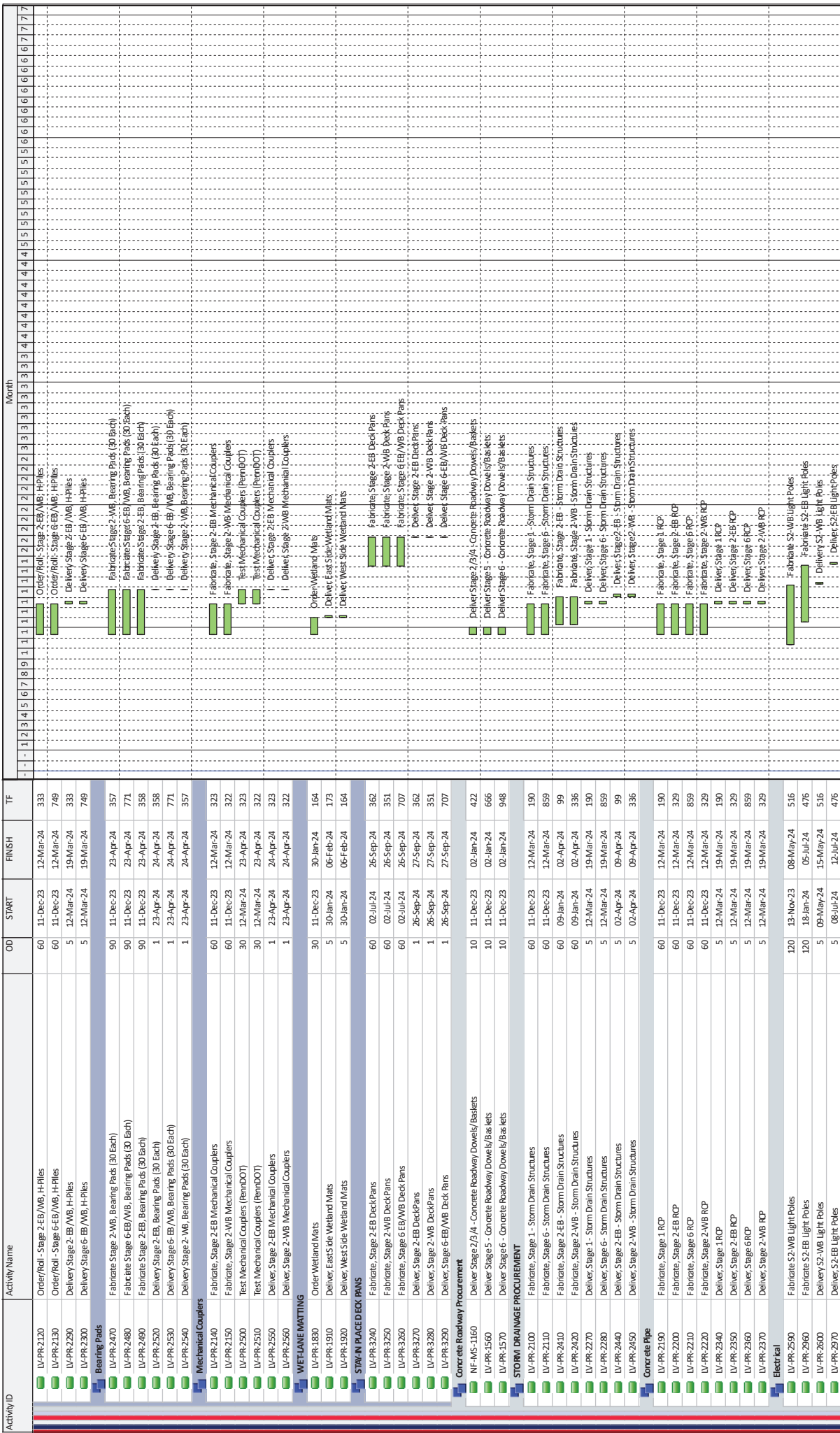
Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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■ Critical Remaining Work
■ Remaining Work
■ Actual Work

◆ Milestone
◆ Changed Work
◆ Remaining Level of Effort
◆ Actual Level of Effort

◆ Milestone
◆ Changed Work
◆ Remaining Level of Effort
◆ Actual Level of Effort



Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities
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■ Critical Remaining Work
 ■ Changed Work
 ■ Remaining Work
 ■ Actual Work

◆ Milestone
 ◆ % Complete
 ◆ Remaining Level of Effort
 ◆ Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
UTILITIES						
METED						
IV-UT-1000	Met-Ed - Coordination	200	31-Dec-22	11-Jul-23	201	
IV-UT-1010	Met-Ed - Design Relocation	150	30-Aug-23	21-Jan-24	181	
IV-UT-1030	Met-Ed - Relocation	120	21-Jan-24	16-May-24	181	
VERIZON						
IV-AD-1015	Verizon - Coordination	200	31-Dec-22	11-Jul-23	201	
IV-UT-1020	Verizon - Design Relocation	150	30-Aug-23	21-Jan-24	151	
IV-UT-1040	Verizon - Relocation	150	21-Jan-24	14-Jun-24	151	
CONSTRUCTION						
STAGE 1						
IV-CN-1000	Install Smart Work Zone	5	09-Jul-24	10-Jul-24	14	
MPT						
IV-CN-1010	Install MPT Signage - Stage 1	3	11-Jul-24	15-Jul-24	14	
IV-CN-1040	Remove Rumble Strips	4	16-Jul-24	19-Jul-24	73	
IV-CN-1050	Install Inlet Protection/Inlet Supports	5	16-Jul-24	22-Jul-24	121	
IV-CN-1060	Install Temp. MPT Ramp A/B Barrier	1	22-Jul-24	22-Jul-24	103	
REPARATOR/E&S CONTROLS						
WEST SIDE MADEN CREEK (ABUT 1/PIERS 1 & 2)						
IV-CN-1070	West, RCE off SR443	5	16-Jul-24	22-Jul-24	14	
IV-CN-1120	West, Clearing & Grubbing	5	23-Jul-24	29-Jul-24	14	
IV-CN-1150	West, Install Turtle Fencing	30	30-Jul-24	05-Aug-24	23	
IV-CN-1220	West, Remove Turtle Basking Areas	5	06-Aug-24	12-Aug-24	23	
IV-CN-1270	West, Install E&S Controls	5	13-Aug-24	19-Aug-24	23	
IV-CN-1330	West, Install UNT Channel 2 Temp. Relocation Exc.	4	20-Aug-24	29-Aug-24	23	
IV-CN-1410	West, Install Wetlands Matting	10	26-Aug-24	09-Sep-24	23	
IV-CN-1520	West, Install Causeway (Pier 2 Access)	10	10-Sep-24	29-Sep-24	23	
IV-CN-1590	West, Install Cofferdam/SOE Sheeting	5	24-Sep-24	30-Sep-24	23	
IV-CN-1600	West, In-Stream Work Complete	0	01-Oct-24	01-Oct-24	23	
East Side Maden Creek (Abut 2 / Piers 3 & 4)						
IV-CN-1140	East, Clearing & Grubbing (Sect 1)	5	30-Jul-24	05-Aug-24	14	
IV-CN-1200	East, Install Access Road (Sect 1)	3	06-Aug-24	09-Aug-24	14	
IV-CN-1340	M16, Install SOE M-16 Mainhole	12	09-Aug-24	26-Aug-24	432	
IV-CN-1240	East, Install UNT Channel 4 Temp. Crossing (Sect 1)	4	09-Aug-24	14-Aug-24	14	
IV-CN-1300	East, Complete Access Road (Sect 2)	4	15-Aug-24	20-Aug-24	14	
IV-CN-1380	East, Complete Clearing & Grubbing (Sect 2)	8	21-Aug-24	30-Aug-24	14	
IV-CN-1370	M16, Construct Diversion Struts, Existing 48 inch Pipe MH/M-16	2	27-Aug-24	28-Aug-24	432	
IV-CN-1420	M16, Install Mainhole M-16, Pipe, End Well ED7	8	29-Aug-24	10-Sep-24	432	
IV-CN-1400	East, Install Turtle Fencing	5	03-Sep-24	09-Sep-24	14	
IV-CN-1450	East, Remove Turtle Basking Areas	5	10-Sep-24	16-Sep-24	14	
IV-CN-1460	IM12, Install Mainholes M-12 and M-13, Pipe to Endwell E-12	3	17-Sep-24	17-Sep-24	432	
IV-CN-1500	East, Install E&S Controls	3	17-Sep-24	19-Sep-24	14	
IV-CN-1510	Complete New Access Road Ramp B Sta. 613 R.	3	18-Sep-24	20-Sep-24	432	
IV-CN-1650	East, Install Wetlands Matting	10	20-Sep-24	03-Oct-24	14	
IV-CN-1730	East, Install Cofferdam/SOE Sheeting	6	04-Oct-24	11-Oct-24	14	
IV-CN-1740	East, In-Stream Work Complete	0	14-Oct-24	14-Oct-24	14	
Ramp A/B (EB)						
IV-CN-1020	Install RCE	1	16-Jul-24	16-Jul-24	100	
IV-CN-1080	Clear & Grub - Ramp A/B	5	17-Jul-24	23-Jul-24	100	
IV-CN-1100	Install Erosion Control Measures	2	24-Jul-24	25-Jul-24	100	
Ramp C/D (WB)						
IV-CN-1030	Install RCE	1	17-Jul-24	17-Jul-24	104	
IV-CN-1090	Clear & Grub - Ramp A/B	5	18-Jul-24	24-Jul-24	104	
IV-CN-1110	Install Erosion Control Measures	2	25-Jul-24	26-Jul-24	104	
STRUCTURES						

Start: 01-Nov-22
End: 27-Dec-28
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities
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■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ % Complete
◆ % Complete
◆ Actual Level of Effort
◆ Remaining Level of Effort
◆ Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
EB - Partial Demolition						
UV-CN-1980	Install Underdeck Shielding (A/B s/s)	22	14-Oct-24	12-Nov-24	18	
UV-CN-2060	Install Temp OH Platform	6	13-Nov-24	20-Nov-24	46	
UV-CN-2120	Remove Parapet	6	21-Nov-24	02-Dec-24	46	
UV-CN-2130	Sawcut Longitudinal Deck	1	03-Dec-24	09-Dec-24	46	
UV-CN-2160	Remove Parapet Deck	6	04-Dec-24	11-Dec-24	46	
UV-CN-2190	Remove OH Platform / Bay 1 Shielding	5	12-Dec-24	19-Dec-24	46	
UV-CN-2220	Remove Beam 1, Spans 1-7	4	19-Dec-24	24-Dec-24	46	
UV-CN-2240	Core Drill Pier Cap Ends (6 Each)	3	02-Jan-25	05-Jan-25	142	
UV-CN-2250	Wire Saw / Remove Pier Ends (6 Each)	3	07-Jan-25	09-Jan-25	142	
WB - PARTIAL DEMOLITION						
UV-CN-2180	Install Underdeck Shielding (A/B s/s)	22	13-Nov-24	16-Dec-24	18	
UV-CN-2230	Install Temp OH Platform	6	17-Dec-24	24-Dec-24	18	
UV-CN-2260	Remove Parapet	6	02-Jan-25	09-Jan-25	18	
UV-CN-2270	Sawcut Longitudinal Deck	1	10-Jan-25	10-Jan-25	18	
UV-CN-2280	Remove Parapet Deck	6	13-Jan-25	20-Jan-25	18	
UV-CN-2290	Remove OH Platform / Bay 1 Shielding	5	21-Jan-25	27-Jan-25	18	
UV-CN-2300	Remove Beam 1, Spans 1-7	4	28-Jan-25	31-Jan-25	18	
UV-CN-2310	Core Drill Pier Cap Ends (6 Each)	3	03-Feb-25	05-Feb-25	18	
UV-CN-2320	Wire Saw / Remove Pier Ends (6 Each)	3	06-Feb-25	10-Feb-25	18	
ROADWAY						
TEMP RAMPS						
UV-CN-1130	Ramp A/B, Install Temp and Perm. Drainage	5	26-Jul-24	01-Aug-24	100	
UV-CN-1180	Ramp C/D, Install Temp Drainage (WB On)	5	02-Aug-24	08-Aug-24	100	
UV-CN-1160	Ramp A, Grade & Stone Ramp (EB Off)	3	02-Aug-24	06-Aug-24	105	
UV-CN-1210	Ramp B, Grade & Stone Ramp (EB On)	3	07-Aug-24	09-Aug-24	105	
UV-CN-1230	Ramp C, Grade & Stone Ramp (WB Off)	3	09-Aug-24	13-Aug-24	100	
UV-CN-1260	Ramp D, Grade & Stone Ramp (WB On)	3	14-Aug-24	16-Aug-24	100	
UV-CN-1280	Ramp A/B, Temp Pave Ramps	2	19-Aug-24	20-Aug-24	106	
UV-CN-1290	Ramp C/D, Temp Pave Ramps	2	19-Aug-24	20-Aug-24	100	
UV-CN-1310	Open Ramp A/B (EB)	0	21-Aug-24	21-Aug-24	106	
UV-CN-1320	Open Ramp C/D (WB)	0	21-Aug-24	21-Aug-24	100	
Implement Stage 2 MPT						
UV-CN-1350	Install Stage 2 MPT - EB	5	21-Aug-24	27-Aug-24	106	
UV-CN-1360	Install Stage 2 MPT - WB	5	21-Aug-24	27-Aug-24	100	
STORM DRAINAGE - WESTSIDE (AI)						
UV-CN-1470	S1, Install Trunk Line Drainage Pipes (276-50 to 290-00)	15	28-Aug-24	18-Sep-24	407	
UV-CN-1390	S1-1, Prepare Cross Pipes Jack & Bore (276-50)	5	28-Aug-24	04-Sep-24	357	
UV-CN-1480	S1-1, Jack & Bore Cross Pipes (276-50)	10	05-Sep-24	18-Sep-24	357	
INF-MS-1160	S1-2, Prepare Cross Pipes Jack & Bore (Sta. 278+50)	5	05-Sep-24	11-Sep-24	362	
UV-CN-1490	S1-3, Prepare Cross Pipes Jack & Bore (Sta. 280+50)	5	12-Sep-24	18-Sep-24	367	
UV-CN-1560	S1-2, Complete Cross Pipes (276-50)	10	19-Sep-24	25-Sep-24	412	
UV-CN-1620	S1-2, Jack and Bore Cross Pipes (Sta. 278+50)	10	19-Sep-24	02-Oct-24	357	
UV-CN-1570	S1-4, Prepare Cross Pipes Jack & Bore (Sta. 283+50)	5	19-Sep-24	25-Sep-24	372	
UV-CN-1640	S1, Install Trunk Line at Ramp A/B Wing (189+50)	10	19-Sep-24	02-Oct-24	407	
UV-CN-1630	S1-5, Prepare Cross Pipes Jack & Bore (Sta. 286+50)	5	26-Sep-24	02-Oct-24	382	
UV-CN-1680	S1-2, Complete Cross Pipes (Sta. 278-50)	5	03-Oct-24	09-Oct-24	402	
UV-CN-1700	S1-3, Jack & Bore Cross Pipes (Sta. 280+50)	10	03-Oct-24	16-Oct-24	387	
UV-CN-1690	S1-6, Prepare Cross Pipes Jack & Bore (Sta. 291+75)	5	03-Oct-24	09-Oct-24	357	
UV-CN-1820	S1-3, Complete Cross Pipes (Sta. 280+50)	5	17-Oct-24	23-Oct-24	392	
UV-CN-1890	S1-4, Jack & Bore Cross Pipes (Sta. 283+50)	10	17-Oct-24	30-Oct-24	357	
UV-CN-1950	S1-4, Complete Cross Pipes (Sta. 283+50)	5	31-Oct-24	06-Nov-24	357	
UV-CN-2050	S1-5, Jack & Bore Cross Pipes (Sta. 286+50)	10	07-Nov-24	20-Nov-24	357	
UV-CN-2100	S1-5, Complete Cross Pipes (Sta. 286+50)	5	21-Nov-24	27-Nov-24	367	
UV-CN-2140	S1-6, Jack & Bore Cross Pipes (Sta. 291+75)	10	21-Nov-24	06-Dec-24	357	
UV-CN-2170	S1-6, Complete Cross Pipes (Sta. 291+75)	5	09-Dec-24	13-Dec-24	357	

Start: 01-Nov-22
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Data: 01-Nov-22
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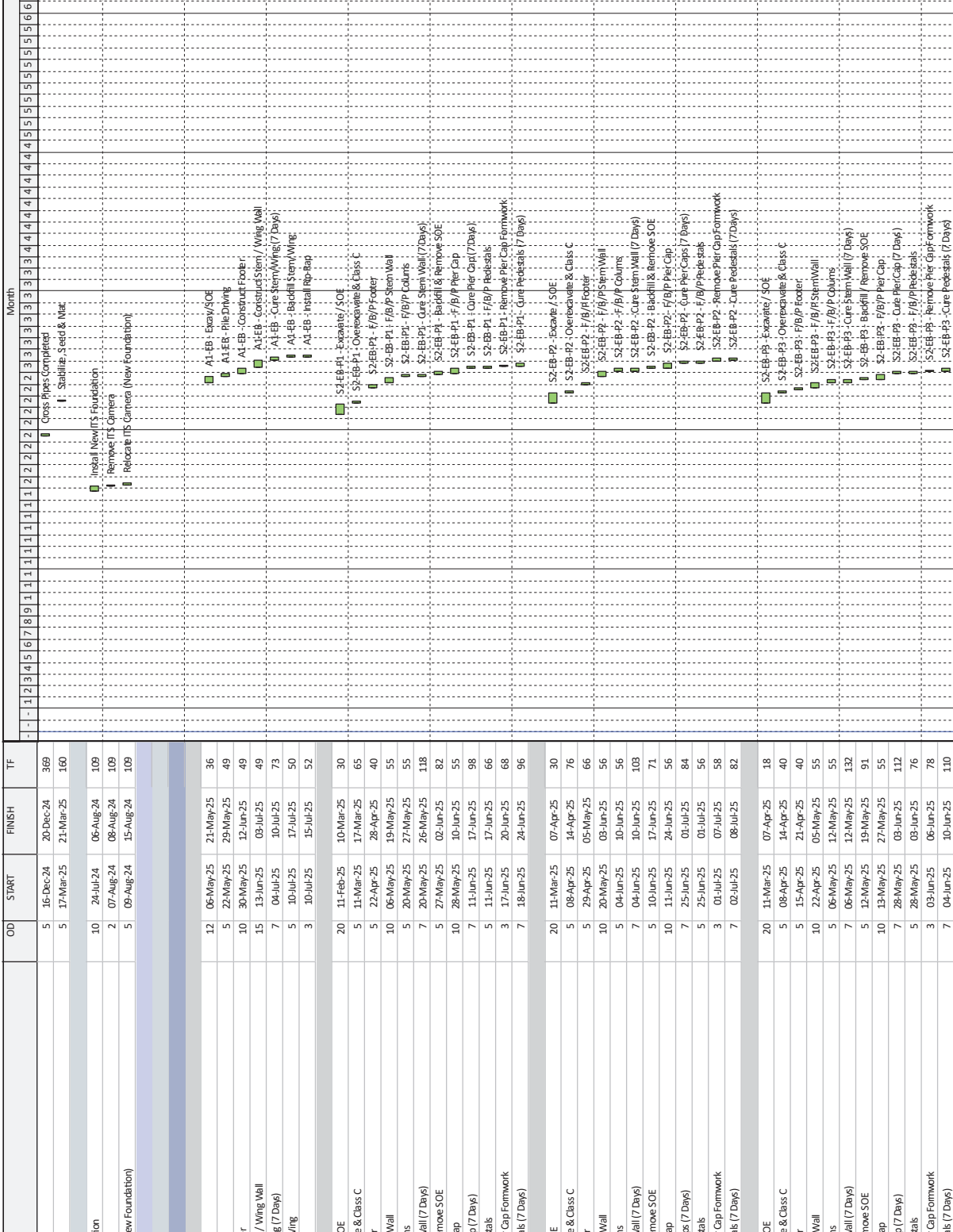
Legend:

- Critical Remaining Work
- Remaining Work
- Actual Work
- ◆ Milestone
- ◆ Changed Work
- ◆ Remaining Level of Effort
- Actual Level of Effort
- % Complete

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) TASK filter: All Activities

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Activity ID	Activity Name	OD	START	FINISH	TF
IV-CN-2200	Cross Pipes Completed	5	16-Dec-24	20-Dec-24	369
IV-CN-2370	Stabilize, Seed & Mtx	5	17-Mar-25	21-Mar-25	160
IT/ELECTRICAL					
IV-CN-1170	Install New ITS Foundation	10	24-Jul-24	06-Aug-24	109
IV-CN-1190	Remove ITS Camera	2	07-Aug-24	08-Aug-24	109
IV-CN-1250	Relocate ITS Camera (New Foundation)	5	09-Aug-24	15-Aug-24	109
STAGE 2					
STRUCUTURES					
EB Bridge					
Construct Abutment #1					
IV-CN-2820	A1-EB - Excavate / SOE	12	06-May-25	21-May-25	36
IV-CN-2900	A1-EB - Pile Driving	5	22-May-25	29-May-25	49
IV-CN-3130	A1-EB - Construct Footer	10	30-May-25	12-Jun-25	49
IV-CN-3450	A1-EB - Construct Stem / Wing Wall	15	13-Jun-25	03-Jul-25	49
IV-CN-3560	A1-EB - Cure Stem/Wing (7 Days)	7	04-Jul-25	10-Jul-25	73
IV-CN-3620	A1-EB - Backfill Stem/Wing	5	10-Jul-25	17-Jul-25	50
IV-CN-3580	A1-EB - Install Rip-Rap	3	10-Jul-25	15-Jul-25	52
Construct Pier 1					
IV-CN-2330	S2-EB-P1 - Excavate / SOE	20	11-Feb-25	10-Mar-25	30
IV-CN-2350	S2-EB-P1 - Overexcavate & Class C	5	11-Mar-25	17-Mar-25	65
IV-CN-2540	S2-EB-P1 - F/B/P Footer	5	22-Apr-25	28-Apr-25	40
IV-CN-2770	S2-EB-P1 - F/B/P Stem Wall	10	06-May-25	19-May-25	55
IV-CN-2860	S2-EB-P1 - F/B/P Columns	7	20-May-25	27-May-25	55
IV-CN-2850	S2-EB-P1 - Cure Stem Wall (7 Days)	7	20-May-25	26-May-25	118
IV-CN-2930	S2-EB-P1 - Backfill & Remove SOE	5	27-May-25	02-Jun-25	82
IV-CN-3080	S2-EB-P1 - F/B/P Pier Cap	10	28-May-25	10-Jun-25	55
IV-CN-3160	S2-EB-P1 - Cure Pier Cap (7 Days)	7	11-Jun-25	17-Jun-25	98
IV-CN-3200	S2-EB-P1 - F/B/P Pedestals	5	11-Jun-25	17-Jun-25	66
IV-CN-3250	S2-EB-P1 - Remove Pier Cap Formwork	3	17-Jun-25	20-Jun-25	68
IV-CN-3280	S2-EB-P1 - Cure Pedestals (7 Days)	7	18-Jun-25	24-Jun-25	96
Construct Pier 2					
IV-CN-2410	S2-EB-P2 - Excavate / SOE	20	11-Mar-25	07-Apr-25	30
IV-CN-2470	S2-EB-P2 - Overexcavate & Class C	5	08-Apr-25	14-Apr-25	76
IV-CN-2600	S2-EB-P2 - F/B/P Footer	5	29-Apr-25	05-May-25	66
IV-CN-2950	S2-EB-P2 - F/B/P Stem Wall	10	20-May-25	08-Jun-25	56
IV-CN-3090	S2-EB-P2 - F/B/P Columns	7	04-Jun-25	10-Jun-25	103
IV-CN-3060	S2-EB-P2 - Cure Stem Wall (7 Days)	7	04-Jun-25	10-Jun-25	103
IV-CN-3170	S2-EB-P2 - Backfill & Remove SOE	5	10-Jun-25	17-Jun-25	71
IV-CN-3300	S2-EB-P2 - F/B/P Pier Cap	10	11-Jun-25	24-Jun-25	56
IV-CN-3380	S2-EB-P2 - Cure Pier Caps (7 Days)	7	25-Jun-25	01-Jul-25	84
IV-CN-3400	S2-EB-P2 - F/B/P Pedestals	5	25-Jun-25	01-Jul-25	56
NF-M5-1160	S2-EB-P2 - Remove Pier Cap Formwork	3	01-Jul-25	07-Jul-25	58
IV-CN-3500	S2-EB-P2 - Cure Pedestals (7 Days)	7	02-Jul-25	08-Jul-25	82
Construct Pier 3					
IV-CN-2420	S2-EB-P3 - Excavate / SOE	20	11-Mar-25	07-Apr-25	18
IV-CN-2480	S2-EB-P3 - Overexcavate & Class C	5	08-Apr-25	14-Apr-25	40
IV-CN-2520	S2-EB-P3 - F/B/P Footer	5	15-Apr-25	21-Apr-25	40
IV-CN-2610	S2-EB-P3 - F/B/P Stem Wall	10	22-Apr-25	05-May-25	55
IV-CN-2690	S2-EB-P3 - F/B/P Columns	5	06-May-25	12-May-25	55
IV-CN-2680	S2-EB-P3 - Cure Stem Wall (7 Days)	7	06-May-25	12-May-25	132
IV-CN-2760	S2-EB-P3 - Backfill / Remove SOE	5	12-May-25	19-May-25	91
IV-CN-2870	S2-EB-P3 - F/B/P Pier Cap	10	13-May-25	27-May-25	55
IV-CN-2940	S2-EB-P3 - Cure Pier Cap (7 Days)	7	28-May-25	03-Jun-25	112
IV-CN-2960	S2-EB-P3 - F/B/P Pedestals	5	28-May-25	03-Jun-25	76
IV-CN-3020	S2-EB-P3 - Remove Pier Cap Formwork	3	03-Jun-25	06-Jun-25	78
IV-CN-3050	S2-EB-P3 - Cure Pedestals (7 Days)	7	04-Jun-25	10-Jun-25	110

Start: 01-Nov-22
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 Data: 01-Nov-22
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities



Table with columns: Activity ID, Activity Name, Start, Finish, TF, Month. The table lists construction activities for bridge piers and superstructure, including items like 'Excavate / SOE', 'Construct MSE Wall', and 'Install Rebar'. It also includes a Gantt chart area at the bottom with a legend for Critical Remaining Work, Changed Work, and Actual Level of Effort.

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

Activity ID	Activity Name	OD	START	FINISH	TF	Month																	
IV-CN-3030	A1-WB - Excav/ SOE	12	22-May-25	09-Jun-25	36																		
IV-CN-3150	A1-WB - Pile Driving	5	10-Jun-25	15-Jun-25	36																		
IV-CN-3370	A1-WB - Construct Footer	10	17-Jun-25	30-Jun-25	36																		
IV-CN-3640	A1-WB - Construct Stem / Wing Wall	15	01-Jul-25	22-Jul-25	36																		
IV-CN-3700	A1-WB - Cure Stem/Wing (7 Days)	7	29-Jul-25	29-Jul-25	51																		
IV-CN-3790	A1-WB - Backfill Stem/Wing	5	29-Jul-25	05-Aug-25	36																		
IV-CN-3750	A1-WB - Install Rip-Rap	3	29-Jul-25	01-Aug-25	38																		
Construct Pier 1																							
IV-CN-2630	S2-WB-P1 - Excavate / SOE	20	08-Apr-25	05-May-25	30																		
IV-CN-2710	S2-WB-P1 - Overexcavate & Class C	5	06-May-25	12-May-25	30																		
IV-CN-2780	S2-WB-P1 - F/B/P Footer	5	13-May-25	19-May-25	30																		
IV-CN-2980	S2-WB-P1 - F/B/P Stem Wall	10	20-May-25	09-Jun-25	55																		
IV-CN-3120	S2-WB-P1 - F/B/P Columns	5	04-Jun-25	10-Jun-25	55																		
IV-CN-3070	S2-WB-P1 - Cure Stem Wall (7 Days)	7	04-Jun-25	10-Jun-25	100																		
IV-CN-3180	S2-WB-P1 - Backfill / Remove SOE	5	10-Jun-25	17-Jun-25	70																		
IV-CN-3520	S2-WB-P1 - F/B/P Pier Cap	10	11-Jun-25	24-Jun-25	55																		
IV-CN-3390	S2-WB-P1 - Cure Pier Cap (7 Days)	7	25-Jun-25	01-Jul-25	83																		
IV-CN-3430	S2-WB-P1 - F/B/P Pedestals	5	25-Jun-25	01-Jul-25	55																		
IV-CN-3480	S2-WB-P1 - Remove Pier Cap Formwork	3	01-Jul-25	07-Jul-25	57																		
IV-CN-3520	S2-WB-P1 - Cure Pedestals (7 Days)	7	02-Jul-25	08-Jul-25	79																		
Construct Pier 2																							
IV-CN-2440	S2-WB-P2 - Excavate / SOE	20	11-Mar-25	07-Apr-25	55																		
IV-CN-2500	S2-WB-P2 - Overexcavate & Class C	5	08-Apr-25	14-Apr-25	55																		
IV-CN-2880	S2-WB-P2 - F/B/P Footer	5	20-May-25	27-May-25	30																		
IV-CN-3110	S2-WB-P2 - F/B/P Stem Wall	10	28-May-25	10-Jun-25	30																		
IV-CN-3220	S2-WB-P2 - F/B/P Columns	5	11-Jun-25	17-Jun-25	30																		
IV-CN-3190	S2-WB-P2 - Cure Stem Wall (7 Days)	7	11-Jun-25	17-Jun-25	93																		
IV-CN-3290	S2-WB-P2 - Backfill & Remove SOE	5	17-Jun-25	24-Jun-25	65																		
IV-CN-3420	S2-WB-P2 - F/B/P Pier Cap	10	18-Jun-25	01-Jul-25	30																		
IV-CN-3510	S2-WB-P2 - Cure Pier Cap (7 Days)	7	02-Jul-25	08-Jul-25	76																		
IV-CN-3550	S2-WB-P2 - F/B/P Pedestals	5	02-Jul-25	09-Jul-25	50																		
IV-CN-3570	S2-WB-P2 - Remove Pier Cap Formwork	3	08-Jul-25	11-Jul-25	53																		
IV-CN-3600	S2-WB-P2 - Cure Pedestals (7 Days)	7	10-Jul-25	16-Jul-25	71																		
Construct Pier 3																							
IV-CN-2970	S2-WB-P3 - Excavate / SOE	20	06-May-25	03-Jun-25	18																		
IV-CN-3100	S2-WB-P3 - Overexcavate & Class C	5	04-Jun-25	10-Jun-25	25																		
IV-CN-3210	S2-WB-P3 - F/B/P Footer	5	11-Jun-25	17-Jun-25	25																		
IV-CN-3410	S2-WB-P3 - F/B/P Stem Wall	10	18-Jun-25	01-Jul-25	25																		
IV-CN-3540	S2-WB-P3 - F/B/P Columns	5	02-Jul-25	09-Jul-25	25																		
IV-CN-3530	S2-WB-P3 - Cure Stem Wall (7 Days)	7	02-Jul-25	08-Jul-25	72																		
IV-CN-3590	S2-WB-P3 - Backfill & Remove SOE	5	08-Jul-25	15-Jul-25	51																		
IV-CN-3670	S2-WB-P3 - F/B/P Pier Cap	10	10-Jul-25	23-Jul-25	25																		
IV-CN-3160	MF-MS-1160	7	24-Jul-25	30-Jul-25	54																		
IV-CN-3730	S2-WB-P3 - Cure Pier Cap (7 Days)	5	24-Jul-25	30-Jul-25	35																		
IV-CN-3770	S2-WB-P3 - F/B/P Pedestals	3	30-Jul-25	04-Aug-25	37																		
IV-CN-3810	S2-WB-P3 - Cure Pedestals (7 Days)	7	31-Jul-25	06-Aug-25	50																		
Construct Pier 4																							
IV-CN-2620	S2-WB-P4 - Excavate / SOE	20	08-Apr-25	05-May-25	18																		
IV-CN-2700	S2-WB-P4 - Overexcavate & Class C	5	06-May-25	12-May-25	55																		
IV-CN-3310	S2-WB-P4 - F/B/P Footer	5	18-Jun-25	24-Jun-25	30																		
IV-CN-3610	S2-WB-P4 - F/B/P Stem Wall	10	02-Jul-25	16-Jul-25	25																		
IV-CN-3660	S2-WB-P4 - F/B/P Columns	5	17-Jul-25	23-Jul-25	25																		
IV-CN-3650	S2-WB-P4 - Cure Stem Wall (7 Days)	7	17-Jul-25	23-Jul-25	57																		
IV-CN-3720	S2-WB-P4 - Backfill & Remove SOE	5	23-Jul-25	30-Jul-25	45																		
IV-CN-3820	S2-WB-P4 - F/B/P Pier Cap	10	24-Jul-25	06-Aug-25	20																		
IV-CN-3860	S2-WB-P4 - Cure Pier Cap (7 Days)	7	07-Aug-25	13-Aug-25	40																		

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

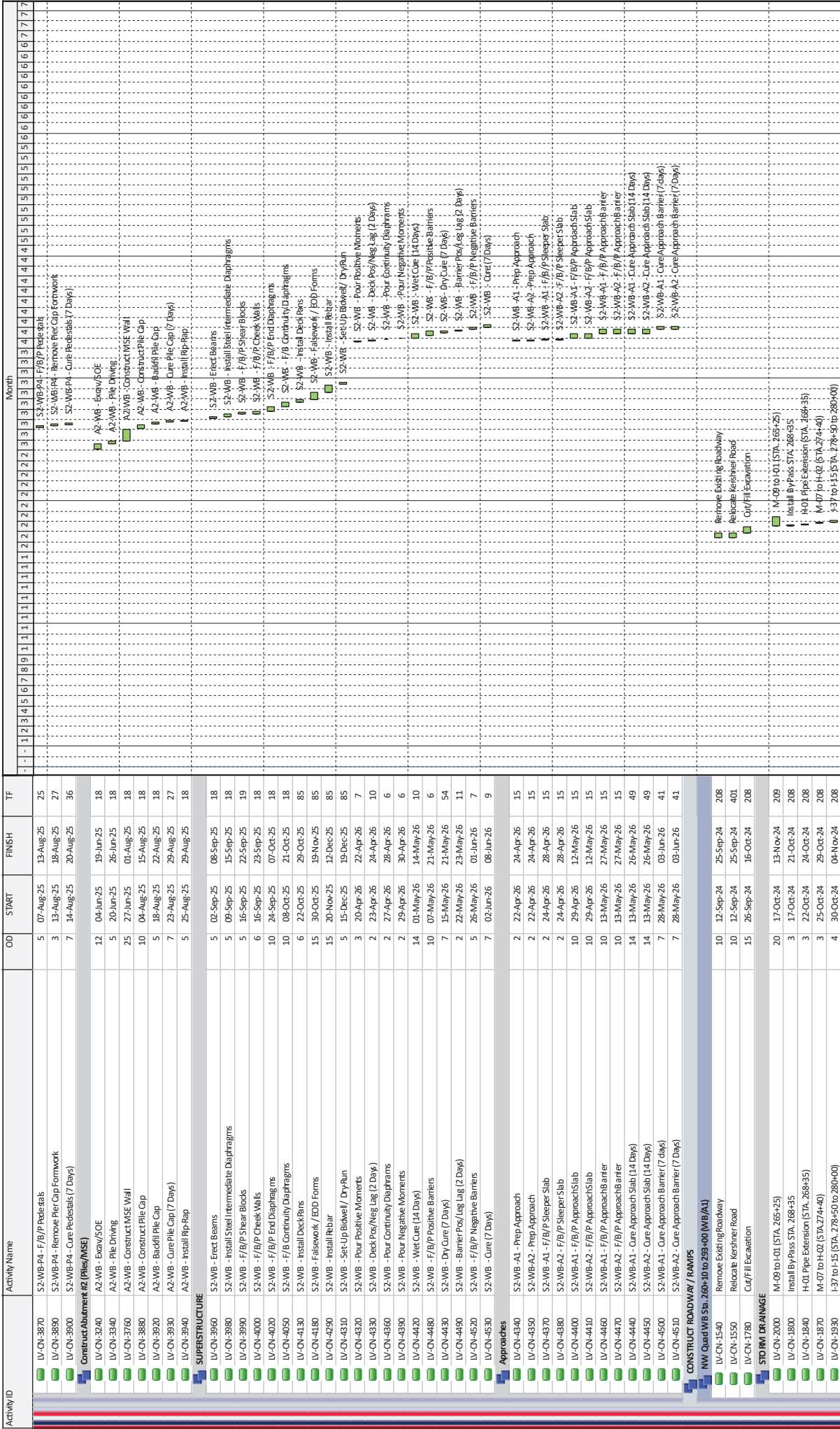
◆ Changed Work
◆ Critical Remaining Work
◆ Remaining Work
◆ Actual Work

◆ Milestone
◆ % Complete

◆ Remaining Level of Effort
◆ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Start: 01-Nov-28
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Activity ID	Activity Name	OD	START	FINISH	TF	Month
IV-CN-2020	I-44 to I-28 (STA. 287+50 to 291+00)	8	05-Nov-24	14-Nov-24	208	1 2 3 4 5 6 7 8 9 10 11 12
Construct Roadway						
IV-CN-2040	Install Electrical Conduits/Foundations	10	05-Nov-24	18-Nov-24	386	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2110	Construct Pave Box	10	15-Nov-24	02-Dec-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2090	Install Light Poles	5	19-Nov-24	25-Nov-24	386	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2400	Install Perm. Base	4	01-Apr-25	04-Apr-25	132	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2920	Place Concrete Roadway	16	09-May-25	30-May-25	108	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3010	F/B/P Pavement Relief Slab	4	02-Jun-25	05-Jun-25	131	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3040	Install 25mm/9.5mm asphalt Relief JT	2	06-Jun-25	09-Jun-25	129	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3140	Diamond Grinding	3	10-Jun-25	12-Jun-25	227	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3260	Install Single Face Barrier	6	13-Jun-25	20-Jun-25	227	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3350	Install Guiderail	4	23-Jun-25	26-Jun-25	227	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3600	Stabilize Slopes	3	01-Aug-25	05-Aug-25	107	1 2 3 4 5 6 7 8 9 10 11 12
NE Quad WB Sta. 300+00 to 310+00 (WB/A2)						
IV-CN-1670	Remove Existing Roadway	10	26-Sep-24	09-Oct-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1880	Install Storm Sewer	15	10-Oct-24	30-Oct-24	208	1 2 3 4 5 6 7 8 9 10 11 12
STORM DRAINAGE						
IV-CN-1940	I-50 to E-53 (STA. 300+00)	5	31-Oct-24	06-Nov-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1970	Pipe Extension to H-03 (STA. 301+45)	3	07-Nov-24	11-Nov-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2030	I-54 to M-17 (STA. 303+10)	5	12-Nov-24	18-Nov-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2070	I-58 Inlet Replacement	2	19-Nov-24	20-Nov-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2080	I-59 Inlet Replacement	2	21-Nov-24	22-Nov-24	208	1 2 3 4 5 6 7 8 9 10 11 12
Construct Roadway						
IV-CN-2150	Install Electrical/Conduits/Foundations	10	25-Nov-24	10-Dec-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2210	Construct Pave Box	10	11-Dec-24	24-Dec-24	208	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2450	Install Perm. Base	4	07-Apr-25	10-Apr-25	144	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3270	Place Concrete Roadway	16	02-Jun-25	23-Jun-25	108	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3360	F/B/P Pavement Relief Slab	4	24-Jun-25	27-Jun-25	108	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3440	Install 25mm/9.5mm asphalt Relief JT	2	30-Jun-25	01-Jul-25	106	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3490	Diamond Grinding	3	02-Jul-25	07-Jul-25	204	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3630	Install Precast Barrier	10	08-Jul-25	21-Jul-25	204	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3690	Install Guiderail	5	22-Jul-25	28-Jul-25	204	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3780	Install Light Poles	5	29-Jul-25	04-Aug-25	216	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-3850	Stabilize Slopes	5	01-Aug-25	07-Aug-25	105	1 2 3 4 5 6 7 8 9 10 11 12
SW Quad EB Sta. 260+75 to 288+00 (EB/A1)						
IV-CN-1430	Remove Existing Roadway	10	28-Aug-24	11-Sep-24	196	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1580	Cut/Fill	10	12-Sep-24	25-Sep-24	196	1 2 3 4 5 6 7 8 9 10 11 12
STORM DRAINAGE						
IV-CN-1700	Excavate Basin 1 (STA. 272+00)	10	26-Sep-24	09-Oct-24	196	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1710	Excavate Basin 2 (STA. 292+00)	10	26-Sep-24	09-Oct-24	390	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1720	M-08 to H-08 into Basin #2	2	10-Oct-24	11-Oct-24	390	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1770	E-01 to M-03 into Basin #1 Trunk Line	5	10-Oct-24	16-Oct-24	196	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1790	M-15 to E-43 into Basin #2	5	14-Oct-24	18-Oct-24	390	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1810	I-41 to Pipe Outfall for Basin #1 (269+25)	3	17-Oct-24	21-Oct-24	377	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1850	I-71 to I-72 for Basin #2	5	21-Oct-24	25-Oct-24	390	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1830	M-04 Pipe Extension to Basin #1 (270+00)	3	22-Oct-24	24-Oct-24	377	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1860	M-05 Pipe Extension to Basin #1 (271+50)	3	25-Oct-24	29-Oct-24	377	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1920	M-06 Pipe Extension to Basin #1 (273+00)	3	30-Oct-24	01-Nov-24	377	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1960	M-08 Pipe Extension to Basin #1 (291+75)	3	04-Nov-24	06-Nov-24	377	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2010	M-08 to I-36	5	07-Nov-24	13-Nov-24	377	1 2 3 4 5 6 7 8 9 10 11 12
Construct Roadway						
IV-CN-1910	Install Electrical Conduits/Foundations	10	17-Oct-24	30-Oct-24	196	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-1990	Construct Pave Box	10	31-Oct-24	13-Nov-24	196	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2590	Install Perm. Base	4	01-Apr-25	04-Apr-25	108	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2560	Place Concrete Roadway	16	07-Apr-25	28-Apr-25	108	1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-2580	F/B/P Pavement Relief Slab	4	29-Apr-25	02-May-25	154	1 2 3 4 5 6 7 8 9 10 11 12

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ % Complete
◆ Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
IV-CN-2640	Install 25mm/9.5mm asphalt Relief JT	2	05-May-25	06-May-25	152	
IV-CN-2670	Diamond Grinding	3	07-May-25	09-May-25	249	
IV-CN-2790	Install Single Face Barrier	6	12-May-25	19-May-25	249	
IV-CN-2840	Install Guide-Rail	3	20-May-25	22-May-25	249	
IV-CN-2890	Install Light Poles	5	20-May-25	27-May-25	264	
IV-CN-2910	Stabilize Slopes	5	23-May-25	29-May-25	111	
SE Quad EB Sta. 300+00 to 310+00 (EB/A2)						
IV-CN-4530	Remove Existing Roadway	10	12-Sep-24	25-Sep-24	243	
IV-CN-4760	Cut/Fill Slope	15	26-Sep-24	16-Oct-24	389	
Construct Roadway						
IV-CN-1610	Construct Pave Box	5	26-Sep-24	02-Oct-24	243	
IV-CN-1660	Install Perm. Base	2	03-Oct-24	07-Oct-24	147	
IV-CN-1900	Install Electrical Conduit / Foundations	10	17-Oct-24	30-Oct-24	389	
IV-CN-2660	Place Concrete Roadway	8	29-Apr-25	08-May-25	108	
IV-CN-2730	F/B/P Pavement Relief Slab	4	09-May-25	14-May-25	174	
IV-CN-2720	Install Gutter/Drain	3	09-May-25	13-May-25	256	
IV-CN-2990	Install Perm. Lighting	15	14-May-25	04-Jun-25	258	
IV-CN-2810	Stabilize Slopes	5	14-May-25	20-May-25	118	
IV-CN-2750	Install 25mm/9.5mm asphalt Relief JT	2	15-May-25	16-May-25	171	
IV-CN-2800	Grind Concrete Roadway	2	19-May-25	20-May-25	268	
STAGE 3						
MPT						
IV-CN-4540	Install Ramp Closure (C/D) Signage	1	09-Jun-26	09-Jun-26	7	
IV-CN-4550	Install Temp. Barrier	1	09-Jun-26	10-Jun-26	7	
IV-CN-4560	Close Ramp/C/D	0	10-Jun-26	10-Jun-26	7	
ROADWAY						
Ramp C/D Reconstruction **14-Day Closure**						
IV-CN-4570	Remove Temp. Barriers & Roadway	2	11-Jun-26	12-Jun-26	10	
IV-CN-4600	Sub-Grade Roadway	2	13-Jun-26	14-Jun-26	17	
IV-CN-4620	Place Perm. Base	1	15-Jun-26	15-Jun-26	17	
IV-CN-4690	Pave Concrete Roadway	6	16-Jun-26	21-Jun-26	17	
NF-MS-1160	Grind Concrete Roadway	1	22-Jun-26	22-Jun-26	18	
IV-CN-4730	Grading Shoulders	2	23-Jun-26	23-Jun-26	17	
IV-CN-4720	Install Precast Barrier & PAD	1	23-Jun-26	23-Jun-26	18	
IV-CN-4930	Stabilize Seed & Straw	1	03-Aug-26	03-Aug-26	192	
Roadway (Sta. 285+75 to 288+30) ** 14 Day Closure**						
IV-CN-4580	Remove Temp. Roadway Pave	2	11-Jun-26	12-Jun-26	17	
IV-CN-4610	Remove Temp. Storm Drainage	2	13-Jun-26	14-Jun-26	17	
IV-CN-4630	Sub-Grade Roadway	1	15-Jun-26	15-Jun-26	17	
IV-CN-4640	Install Perm. Base	1	16-Jun-26	16-Jun-26	17	
IV-CN-4670	Place Concrete Roadway	4	17-Jun-26	20-Jun-26	17	
IV-CN-4700	Grading Shoulders	1	21-Jun-26	21-Jun-26	19	
IV-CN-4740	Mill & Asphalt Pave Ramp/C/D Tr-NS	3	21-Jun-26	23-Jun-26	17	
IV-CN-4760	Grind Concrete Roadway	1	24-Jun-26	24-Jun-26	17	
IV-CN-4940	Stabilize Seed & Straw	1	03-Aug-26	03-Aug-26	192	
STAGE 3 INTO 4 WB TRAFFIC SPLIT						
IV-CN-4650	Install Temp. Barrier - Right Lane **New Lanes**	4	10-Jun-26	16-Jun-26	16	
IV-CN-4660	Install Stage 4 MPT Signage	2	16-Jun-26	18-Jun-26	16	
IV-CN-4770	Reset WB Temp. Barrier on Existing Bridge	1	23-Jun-26	24-Jun-26	13	
IV-CN-4780	Implement Stage 4 WB Traffic Split	0	24-Jun-26	24-Jun-26	13	
ITS/ELECTRICAL						
IV-CN-4590	Install ITS Underground Conduits	10	01-Jun-26	15-Jun-26	15	
IV-CN-4790	Install Light Pole Foundation	10	12-Jun-26	26-Jun-26	6	
IV-CN-4680	Install ITS Cables	5	15-Jun-26	22-Jun-26	15	
IV-CN-4830	Install Electric Conduits	5	26-Jun-26	06-Jul-26	6	

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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■ Critical Remaining Work
■ Remaining Work
■ Actual Work

◆ Milestone
◆ % Complete
◆ % Complete
◆ Actual Level of Effort



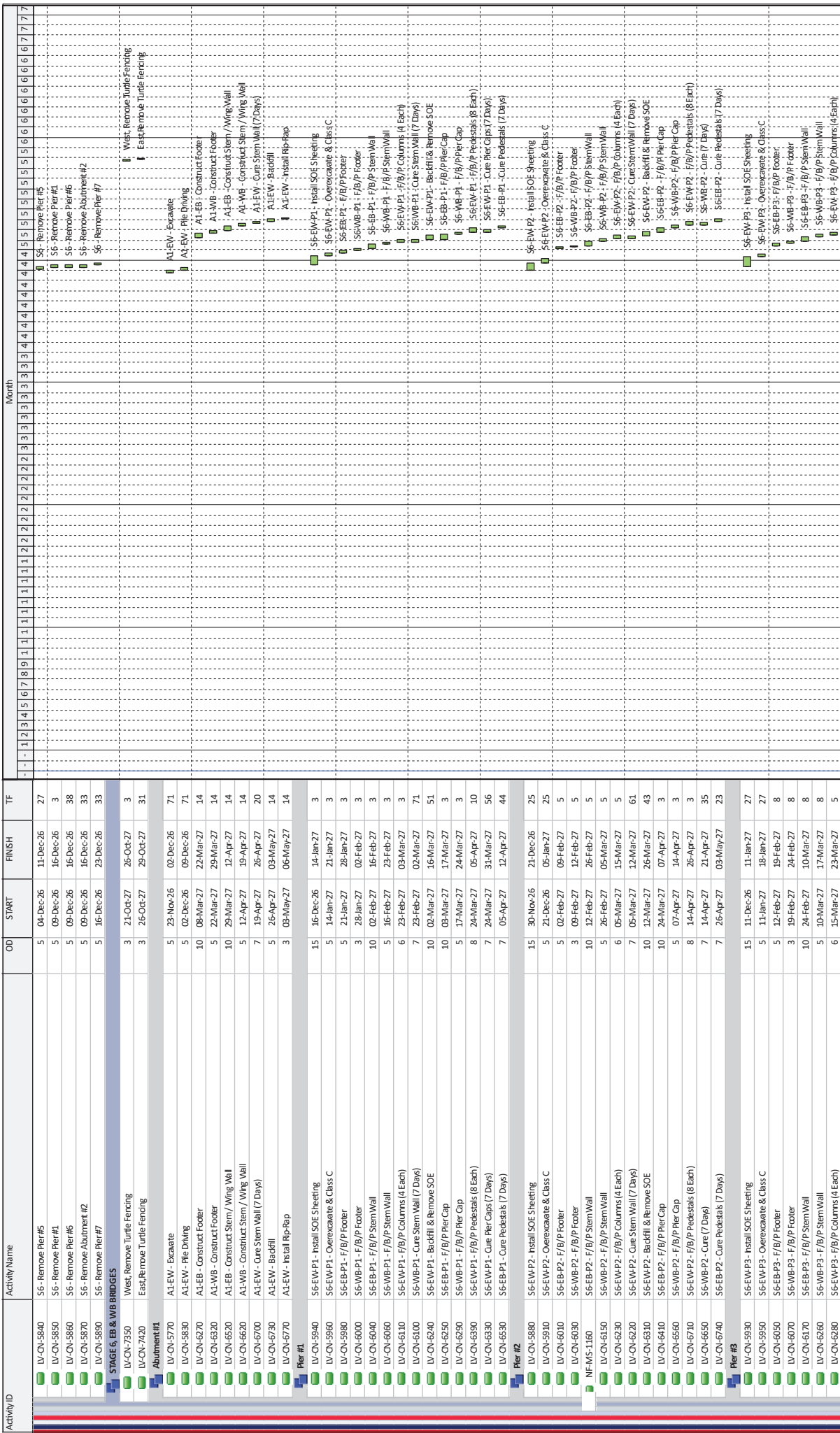
Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Activity ID	Activity Name	OD	START	FINISH	TF
MPT					
IV-CN-4990	Install Rmp Closure (A/B) Signage	1	06-Jul-26	07-Jul-26	6
IV-CN-5000	Install Temp. Barrier	1	07-Jul-26	08-Jul-26	6
IV-CN-5010	Close Ramp A/B	0	08-Jul-26	08-Jul-26	6
ROADWAY					
Ramp A/B Reconstruction **14-Day Closure**					
IV-CN-5040	Remove Existing Roadway	2	09-Jul-26	10-Jul-26	8
IV-CN-5060	Sub-Grade Roadway	2	11-Jul-26	12-Jul-26	8
IV-CN-5100	Place Perm. Base	1	13-Jul-26	13-Jul-26	8
IV-CN-5140	Pave Concrete Roadway	6	14-Jul-26	19-Jul-26	8
IV-CN-5180	Grind Concrete Roadway	2	20-Jul-26	20-Jul-26	19
IV-CN-5210	Grading Shoulders	2	20-Jul-26	21-Jul-26	8
IV-CN-5200	Install Precast Barrier & PAD	1	21-Jul-26	21-Jul-26	19
IV-CN-5230	Stabilize Seed & Straw	1	03-Aug-26	03-Aug-26	4
Roadway (Sta. 267+00 to 290+00) ** Jul Day Closure**					
IV-CN-5050	Remove Temp. Roadway Pave	2	09-Jul-26	10-Jul-26	10
IV-CN-5070	Remove Temp. Storm Drainage	2	11-Jul-26	12-Jul-26	10
IV-CN-5110	Sub-Grade Roadway	1	13-Jul-26	13-Jul-26	10
IV-CN-5120	Install Perm Base	1	14-Jul-26	14-Jul-26	10
IV-CN-5130	Place Concrete Roadway	4	15-Jul-26	18-Jul-26	10
IV-CN-5150	Grading Shoulders	1	19-Jul-26	19-Jul-26	10
IV-CN-5220	Mill & Asphalt Pave Ramp/C/D Te-INS	3	19-Jul-26	21-Jul-26	18
IV-CN-5240	Grind Concrete Roadway	1	22-Jul-26	22-Jul-26	18
IV-CN-5190	Stabilize Seed & Straw	1	03-Aug-26	03-Aug-26	4
STAGE 4 INTO 5 EB TRAFFIC SPLIT					
IV-CN-5260	Install Temp. Barrier - Right Lane **New Lanes**	4	21-Jul-26	27-Jul-26	6
IV-CN-5270	Install Stage 5 MPT Signage	2	27-Jul-26	29-Jul-26	6
IV-CN-5280	Reset WB Temp. Barrier on Existing Bridge	1	29-Jul-26	30-Jul-26	6
IV-CN-5290	Implement Stage 5 WB Traffic Split	0	30-Jul-26	30-Jul-26	6
ITS/ELECTRICAL					
IV-CN-5250	Install Light Pole Foundations & Conduits	10	10-Jul-26	24-Jul-26	5
IV-CN-5300	Install Light Poles	5	24-Jul-26	31-Jul-26	5
STAGE 5					
MPT					
IV-CN-4750	WB Stage 5 MPT (From Stage 3)	0	24-Jun-26	24-Jun-26	31
IV-CN-5310	EB Stage 5 MPT (From Stage 4)	0	04-Aug-26	04-Aug-26	4
PREPARATORY/E&S CONTROLS					
IV-CN-4810	Eastbound, Install RCE	2	24-Jun-26	26-Jun-26	33
IV-CN-5330	Westbound, Install RCE	2	04-Aug-26	05-Aug-26	4
STRUCTURES					
IV-CN-4800	EB Bridge. Install Struct. Mtg. Barrier	2	24-Jun-26	26-Jun-26	33
IV-CN-5320	WB Bridge. Install Struct. Mtg. Barrier	2	30-Jul-26	03-Aug-26	6
ROADWAY					
NW Quad WB Sta. 260+10 to 295+00 (WB/A1)					
IV-CN-5340	Remove Existing Roadway	5	06-Aug-26	12-Aug-26	4
IV-CN-5360	Cut/Fill Roadway	2	13-Aug-26	14-Aug-26	4
IV-CN-5380	Sub-Grade Roadway	2	17-Aug-26	18-Aug-26	4
IV-CN-5400	Install Perm. Base	2	18-Aug-26	20-Aug-26	4
IV-CN-5420	Construct Concrete Lane	7	20-Aug-26	31-Aug-26	4
IV-CN-5440	Stabilize Seed & Straw	1	31-Aug-26	01-Sep-26	18
IV-CN-5460	F/B/P Pavement Relief Slab	4	31-Aug-26	04-Sep-26	4
IV-CN-5480	Install 25mm/9.5mm asphalt Relief JT	2	04-Sep-26	09-Sep-26	3
IV-CN-5500	Grind/Seal Concrete Roadway	2	09-Sep-26	11-Sep-26	3
IV-CN-5510	Unstriping	1	11-Sep-26	14-Sep-26	9
NE Quad WB Sta. 300+00 to 310+00 (WB/A2)					
IV-CN-5350	Remove Existing Roadway	5	06-Aug-26	12-Aug-26	6

Legend:
■ Critical Remaining Work
■ Changed Work
■ Remaining Work
■ Remaining Level of Effort
■ Actual Work
■ Actual Level of Effort

Start: 01-Nov-22
 End: 27-Dec-28
 Data: 01-Nov-22
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Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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■ Critical Remaining Work
■ Remaining Work
■ Actual Work

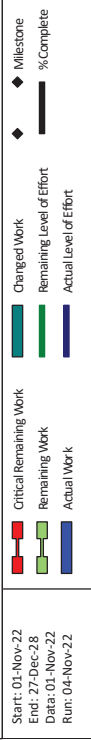
◆ Milestone
◆ % Complete

▬ Remaining Level of Effort
▬ Actual Level of Effort

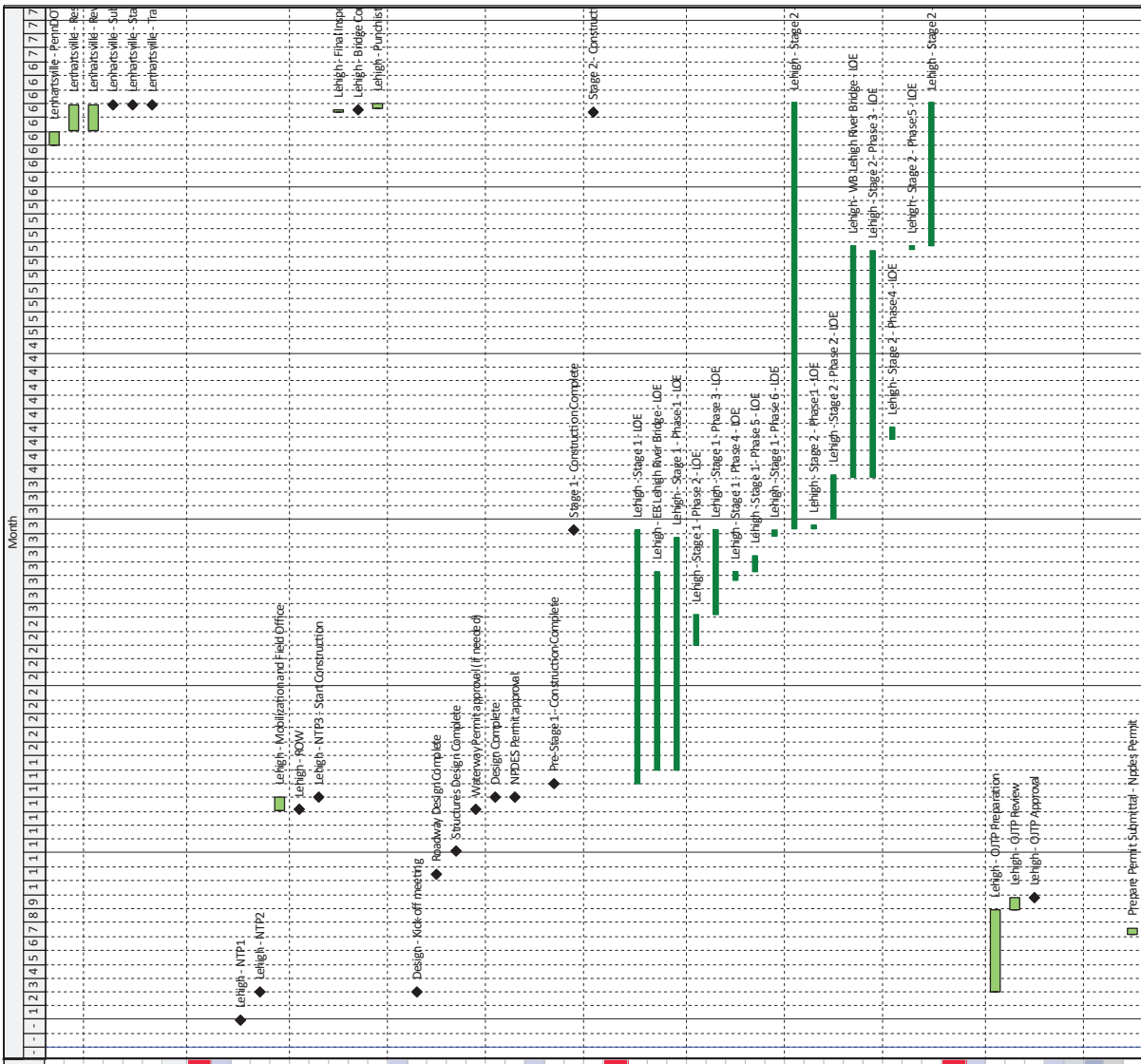
Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Activity ID	Activity Name	OD	START	FINISH	TF	Month
IV-CN-6300	S6-EW-P3 - Cure Stem Wall (7 Days)	7	17-Mar-27	24-Mar-27	53	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6600	S6-EB-P3 - F/B/P Pier Cap	10	23-Mar-27	06-Apr-27	5	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6620	S6-EW-P3 - Backfill & Remove SOE	10	24-Mar-27	07-Apr-27	37	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6540	S6-WB-P3 - F/B/P Pier Cap	5	06-Apr-27	13-Apr-27	5	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6630	S6-EW-P3 - Cure Pier Cap (7 Days)	7	13-Apr-27	20-Apr-27	40	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6780	S6-EW-P3 - F/B/P Pedestals (8 Each)	8	25-Apr-27	03-May-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6810	S6-EW-P3 - Cure Pedestals (7 Days)	7	06-May-27	13-May-27	17	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
Pier #4						
IV-CN-5970	S6-EW-P4 - Install SOE Sheeting	15	23-Dec-26	21-Jan-27	33	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-5990	S6-EW-P4 - Overexcavate & Class C	5	21-Jan-27	28-Jan-27	33	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6120	S6-EB-P4 - F/B/P Footer	5	24-Feb-27	03-Mar-27	14	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6160	S6-WB-P4 - F/B/P Footer	3	09-Mar-27	09-Mar-27	14	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6540	S6-EB-P4 - F/B/P Stem Wall	10	17-Mar-27	31-Mar-27	8	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6470	S6-EB-P4 - F/B/P Columns (4 Each)	8	31-Mar-27	08-Apr-27	8	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6430	S6-WB-P4 - F/B/P Stem Wall	5	31-Mar-27	07-Apr-27	27	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6440	S6-EW-P4 - Cure Stem Wall (7 Days)	7	31-Mar-27	07-Apr-27	39	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6660	S6-EW-P4 - Backfill & Remove SOE	10	07-Apr-27	21-Apr-27	27	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6720	S6-EB-P4 - F/B/P Pier Cap	10	13-Apr-27	27-Apr-27	5	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6750	S6-WB-P4 - F/B/P Pier Cap	5	27-Apr-27	04-May-27	5	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6800	S6-WB-P4 - Cure Pier Cap (7 Days)	7	04-May-27	11-May-27	19	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6820	S6-EW-P4 - F/B/P Pedestals (8 Each)	8	06-May-27	18-May-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6830	S6-EW-P4 - Cure Pedestals (7 Days)	7	18-May-27	25-May-27	5	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
Abutment #2						
IV-CN-5900	A2-EW - Excavate	5	16-Dec-26	23-Dec-26	65	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-5920	A2-EW - Pile Driving	5	23-Dec-26	07-Jan-27	65	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6020	A2-EW - Construct MSE Wall	25	07-Jan-27	11-Feb-27	65	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6080	A2-EW - Construct Pile Cap	10	11-Feb-27	25-Feb-27	65	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6130	A2-EW - Backfill	5	25-Feb-27	04-Mar-27	65	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6140	A2-WB - Construct Pile Cap	5	25-Feb-27	04-Mar-27	282	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6200	A2-EW - Install Rip-Rap	5	04-Mar-27	11-Mar-27	277	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6210	A2-EW - Cure Pile Cap (7 Days)	7	04-Mar-27	11-Mar-27	396	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
EB & WB Superstructures						
IV-CN-6790	S6 - Span 1, Erect Beams (6 Each)	2	06-May-27	10-May-27	14	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6840	S6 - Span 3 Erect Beams (6 Each)	2	25-May-27	27-May-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6850	S6 - Span 2 Erect Beams (6 Each)	3	27-May-27	31-May-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6860	S6 - Span 5 Erect Beams (6 Each)	2	31-May-27	02-Jun-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6870	S6 - Span 4 Erect Beams (6 Each)	2	02-Jun-27	04-Jun-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6880	S6 - Install Steel Intermediate Diaphragms (30 Each)	8	04-Jun-27	16-Jun-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6890	S6 - F/B/P Shear Blobs	6	16-Jun-27	24-Jun-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7160	S6-A1 - F/B/P End Diaphragms	10	24-Jun-27	09-Jul-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6910	S6 - F/B Continuity Diaphragms	10	09-Jul-27	23-Jul-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6920	S6-A2 - F/B/P End Diaphragms	10	09-Jul-27	23-Jul-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
EB Deck						
IV-CN-6930	S6-EB - Install Deck Pans	5	23-Jul-27	30-Jul-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6950	S6-EB - Falsework Bays 6 & 9	15	30-Jul-27	20-Aug-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6960	S6-EB - Install Rebar	10	20-Aug-27	03-Sep-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6970	S6-EB - Set-Up Blower / Dry-Run	5	03-Sep-27	10-Sep-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-6980	S6-EB - Four Positive Moments	3	10-Sep-27	15-Sep-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7010	S6-EB - Deck Pos/Neg Lag (2 Days)	3	15-Sep-27	17-Sep-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7040	S6-EB - Four Continuity Diaphragms	2	17-Sep-27	21-Sep-27	3	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7050	S6-EB - Four Negative Moments	2	21-Sep-27	23-Sep-27	23	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7090	S6-EB - Wet Cure (14 Days)	14	23-Sep-27	07-Oct-27	161	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7170	S6-EB - F/B/P 52" Positive Barriers	10	30-Sep-27	14-Oct-27	115	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7110	S6-EB - Dry Cure (7 Days)	7	07-Oct-27	14-Oct-27	165	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12
IV-CN-7180	S6-EB - Barrier 52" Pos / Neg Lag (2 Days)	2	14-Oct-27	18-Oct-27	115	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8



Activity ID	Activity Name	OD	START	FINISH	TF
IV-MT-1040	Lehighville - PennDOT Review of Asset Inventory / Condition Assessment	30	31-Mar-28	30-Apr-28	183
IV-MT-1050	Lehighville - Revision of any assets rate in Asset Inventory / Condition Assessment	57	01-May-28	27-Jun-28	183
IV-MT-1060	Lehighville - Revision of Asset Inventory / Condition Assessment based on Field Work	56	02-May-28	27-Jun-28	183
IV-MT-1070	Lehighville - Submit Revised Asset Inventory / Condition Assessment	0	28-Jun-28	28-Jun-28	182
IV-MT-1080	Lehighville - Start of Maintenance Period Scope for individual bridge	0	29-Jun-28	29-Jun-28	181
IV-MT-1090	Lehighville - Transfer of Early Handback Elements for individual bridge	0	29-Jun-28	29-Jun-28	181
LEHIGH RIVER					
CONTRACT ADMINISTRATION					
CONTRACT MILESTONES					
UH-MS-1000	Lehigh - NTP1	0	31-Dec-22		1
UH-MS-1005	Lehigh - NTP2	0	01-Mar-23		1
UH-AD-1005	Lehigh - Mobilization and Field Office	20	03-Apr-24	02-May-24	1
UH-MS-1020	Lehigh - ROW	0	04-Apr-24		32
UH-MS-1010	Lehigh - NTP3 - Start Construction	0	02-May-24		4
UH-AD-1010	Lehigh - Final Inspection	3	13-Jun-28	16-Jun-28	15
UH-MS-1015	Lehigh - Bridge Completion Date	0	16-Jun-28		14
UH-AD-1000	Lehigh - Punchlist	10	19-Jun-28	30-Jun-28	120
DESIGN MILESTONES					
UH-MS-2000	Design - Kick-off meeting	0	01-Mar-23		1
UH-MS-2010	Readyway Design Complete	0	13-Nov-23		175
UH-MS-2020	Structures Design Complete	0	04-Jan-24		123
UH-MS-2050	Waterway Permit Approval (if needs it)	0	05-Apr-24		31
UH-MS-2030	Design Complete	0	02-May-24		4
UH-MS-2040	NPDES Permit approval	0	02-May-24		4
CONSTRUCTION MILESTONES					
UH-MS-2070	Pre-Stage 1 - Construction Complete	0	31-May-24		4
UH-MS-2060	Stage 1 - Construction Complete	0	09-Dec-25		24
UH-MS-2080	Stage 2 - Construction Complete	0	13-Jun-28		15
EXECUTIVE SUMMARY					
UH-SM-1000	Lehigh - Stage 1 - IDE	557	31-May-24	09-Dec-25	14
UH-SM-1005	Lehigh - EB Lehigh River Bridge - IDE	435	01-Jul-24	09-Sep-25	36
UH-SM-1020	Lehigh - Stage 1 - Phase 1 - IDE	510	01-Jul-24	23-Nov-25	17
UH-SM-1025	Lehigh - Stage 1 - Phase 2 - IDE	66	01-Apr-25	06-Jun-25	1117
UH-SM-1030	Lehigh - Stage 1 - Phase 3 - IDE	187	05-Jun-25	09-Dec-25	14
UH-SM-1035	Lehigh - Stage 1 - Phase 4 - IDE	20	20-Aug-25	09-Sep-25	36
UH-SM-1040	Lehigh - Stage 1 - Phase 5 - IDE	35	09-Sep-25	14-Oct-25	1
UH-SM-1045	Lehigh - Stage 1 - Phase 6 - IDE	15	24-Nov-25	09-Dec-25	14
UH-SM-1050	Lehigh - Stage 2 - IDE	937	10-Dec-25	03-Jul-28	177
UH-SM-1055	Lehigh - Stage 2 - Phase 1 - IDE	8	10-Dec-25	18-Dec-25	25
UH-SM-1060	Lehigh - Stage 2 - Phase 2 - IDE	97	02-Jan-26	09-Apr-26	396
UH-SM-1065	Lehigh - WB Lehigh River Bridge - IDE	508	02-Apr-26	23-Aug-27	14
UH-SM-1070	Lehigh - Stage 2 - Phase 3 - IDE	499	02-Apr-26	14-Aug-27	16
UH-SM-1075	Lehigh - Stage 2 - Phase 4 - IDE	27	26-Jun-26	23-Jul-26	400
UH-SM-1080	Lehigh - Stage 2 - Phase 5 - IDE	7	16-Aug-27	23-Aug-27	14
UH-SM-1085	Lehigh - Stage 2 - Phase 6 - IDE	315	24-Aug-27	03-Jul-28	177
ADMINISTRATION					
FROM NTP2 TO NTP3					
UH-OW-1190	Lehigh - OITP Preparation	129	01-Mar-23	28-Aug-23	159
UH-OW-1200	Lehigh - OITP Review	20	29-Aug-23	25-Sep-23	159
UH-OW-1210	Lehigh - OITP Approval	0		25-Sep-23	159
PERMITS					
NPDES On 102					
NPDES Permit					
Initial Permit Application					
UH-PT-1005	Prepare Permit Submittal - Npdes Permit	10	06-Jul-23	20-Jul-23	2

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Legend:

- Changed Work
- Critical Remaining Work
- Remaining Work
- Actual Work
- Milestone
- Remaining Level of Effort
- Actual Level of Effort
- % Complete

BRIDGING PENNSYLVANIA PARTNERS

Activity ID	Activity Name	OD	START	FINISH	TF	Month
LHPT-1015	Submit Permit Submittal To Agency - Npdes Permit	1	20-Jul-23	21-Jul-23	2	
LHPT-1025	Agency Permit Completeness Review/Approval - Npdes Permit	20	21-Jul-23	18-Aug-23	2	
LHPT-1035	Agency Permit Review - Npdes Permit	120	18-Aug-23	09-Feb-24	2	
LHPT-1045	Permit Issuance					
LHPT-1055	Add'l Resolution Meeting And Integrate Comments/Cc (if Needed) - Npdes Permit	10	08-Feb-24	22-Feb-24	2	
LHPT-1065	Add'l Agency Permit Review (If Needed) - Npdes Permit	30	22-Feb-24	04-Apr-24	2	
LHPT-1075	Agency Permit Approval - Npdes Permit	20	04-Apr-24	02-May-24	2	
WATERWAY PERMIT CH-105 & 404 IP						
WATERWAY PERMIT						
Initial Permit Application						
LHPT-1010	Prepare Permit Submittal - Waterway Permit	10	07-Jul-23	20-Jul-23	20	
LHPT-1020	Submit Permit Submittal To Agency - Waterway Permit	1	21-Jul-23	21-Jul-23	20	
LHPT-1030	Agency Permit Completeness Review/Approval - Waterway Permit	20	28-Jul-23	18-Aug-23	20	
LHPT-1040	Agency Permit Review - Waterway Permit	120	21-Aug-23	08-Feb-24	20	
LHPT-1050	Add'l Resolution Meeting And Integrate Comments/Cc (if Needed) - Waterway Permit	10	09-Feb-24	22-Feb-24	20	
LHPT-1060	Add'l Agency Permit Review (If Needed) - Waterway Permit	30	23-Feb-24	04-Apr-24	20	
LHPT-1070	Agency Permit Approval - Waterway Permit	1	05-Apr-24	05-Apr-24	20	
PROJECT SUBMITTALS						
LHST-1015	Prepare/Submit - Demolition Plan	20	31-Dec-22	19-Jan-23	590	
LHST-1020	Prepare/Submit - Pile Driving Plan	20	31-Dec-22	19-Jan-23	597	
LHST-1025	Prepare/Submit - Beam Erection Plan	20	31-Dec-22	19-Jan-23	789	
LHST-1030	Prepare/Submit - E&S Plan	20	31-Dec-22	19-Jan-23	445	
LHST-1035	Prepare/Submit - Temp Shoring Plan	20	31-Dec-22	19-Jan-23	519	
LHST-1040	Prepare/Submit - Bridge Deck Placement Plan	20	31-Dec-22	19-Jan-23	910	
LHST-1000	Prepare/Submit - BACR	150	14-Sep-23	11-Feb-24	4	
LHST-1045	Review/Approve - Demolition Plan	21	19-Jan-23	08-Feb-23	590	
LHST-1050	Review/Approve - Pile Driving Plan	21	19-Jan-23	08-Feb-23	597	
LHST-1055	Review/Approve - Beam Erection Plan	21	19-Jan-23	08-Feb-23	789	
LHST-1060	Review/Approve - E&S Plan	21	19-Jan-23	08-Feb-23	445	
LHST-1065	Review/Approve - Temp Shoring Plan	21	19-Jan-23	08-Feb-23	519	
LHST-1070	Review/Approve - Bridge Deck Placement Plan	21	19-Jan-23	08-Feb-23	910	
LHST-1010	Review/Approve - BACR	21	11-Feb-24	03-Mar-24	4	
LHST-1085	Prepare/Re-Submit - Demolition Plan	10	08-Feb-23	18-Feb-23	590	
LHST-1090	Prepare/Re-Submit - Pile Driving Plan	10	08-Feb-23	18-Feb-23	597	
LHST-1095	Prepare/Re-Submit - Beam Erection Plan	10	08-Feb-23	18-Feb-23	789	
LHST-1100	Prepare/Re-Submit - E&S Plan	10	08-Feb-23	18-Feb-23	445	
NF-MS-1160	Prepare/Re-Submit - Temp Shoring Plan	10	08-Feb-23	18-Feb-23	519	
LHST-1110	Prepare/Re-Submit - Bridge Deck Placement Plan	10	08-Feb-23	18-Feb-23	910	
LHST-1125	Review/Approve Re-Submittal - Demolition Plan	14	18-Feb-23	03-Mar-23	590	
LHST-1130	Review/Approve Re-Submittal - Pile Driving Plan	14	18-Feb-23	03-Mar-23	597	
LHST-1135	Review/Approve Re-Submittal - Beam Erection Plan	14	18-Feb-23	03-Mar-23	789	
LHST-1140	Review/Approve Re-Submittal - E&S Plan	14	18-Feb-23	03-Mar-23	445	
LHST-1145	Review/Approve Re-Submittal - Temp Shoring Plan	14	18-Feb-23	03-Mar-23	519	
LHST-1150	Review/Approve Re-Submittal - Bridge Deck Placement Plan	14	18-Feb-23	03-Mar-23	910	
LH-RO-1060	Project ROW Acquisition	350	01-Nov-22	04-Apr-24	20	
DESIGN						
DESIGN SUPPORT						
Resiliency Report						
Initial						

Start: 01-Nov-22
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Legend:
■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Changed Work
◆ Remaining Level of Effort
◆ Actual Level of Effort
◆ Milestone
◆ % Complete

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities
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Activity ID	Activity Name	OD	START	FINISH	TF	Month
UH-D5-1055	Prepare Resiliency Report Submittal	40	01-Mar-23	25-Apr-23	228	
UH-D5-1145	Submit Resiliency Report (Internal To Agency)	1	26-Apr-23	26-Apr-23	228	
UH-D5-1160	Agency Resiliency Report Review	10	27-Apr-23	10-May-23	228	
UH-D5-1260	Add Resolution Meeting And Integrate Comments/Qc (if Needed)	10	11-May-23	24-May-23	228	
UH-D5-1265	Add Agency Permit Review (If Needed)	10	25-May-23	08-Jun-23	228	
UH-D5-1340	Agency Resiliency Report Approval	1	09-Jun-23	09-Jun-23	228	
FIELD SURVEY & MOBILE SCANNING						
SURVEY - ROADWAY						
Field View Plans - 60% Construction Plans						
UH-D5-1020	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	2	
UH-D5-1080	I/C/P/Review - Field View Plans	5	19-Apr-23	25-Apr-23	2	
UH-D5-1110	Integrate Comments into Design/Qc - Field View Plans	5	26-Apr-23	02-May-23	2	
UH-D5-1170	Qa Review And Certification - Field View Plans	3	03-May-23	04-May-23	2	
UH-D5-1200	Submit - Field View Plans	1	05-May-23	05-May-23	65	
UH-D5-1230	Peer/Ret Review And Comment - Field View Plans	15	08-May-23	26-May-23	65	
Pre-Final Plans - 90% Construction Plans						
UH-D5-1275	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	65	
UH-D5-1310	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	65	
UH-D5-1360	I/C/P/Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	65	
UH-D5-1390	Integrate Comments into Design/Qc - Pre-Final Plans	5	05-Sep-23	11-Sep-23	65	
UH-D5-1420	Qa Review And Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	65	
UH-D5-1450	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	121	
UH-D5-1480	Peer/Ret Review And Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	121	
RFC Plans - 100% Construction Plans						
UH-D5-1510	Resolution Meeting And Integrate Comments/Qc - RFC Plans	5	13-Oct-23	19-Oct-23	121	
UH-D5-1535	Qa Review And Certification - RFC Plans	15	20-Oct-23	09-Nov-23	121	
UH-D5-1560	Issue - RFC Plans	2	10-Nov-23	13-Nov-23	121	
SURVEY (SUPPLEMENTAL)						
LH-D5-1010	Site Mobilization	3	01-Mar-23	03-Mar-23	233	
LH-D5-1060	Perform Site Survey	60	06-Mar-23	26-May-23	233	
LH-D5-1270	Prepare Survey Report	5	30-May-23	05-Jun-23	233	
LH-D5-1305	Submit Survey Report (Internal Only)	1	06-Jun-23	06-Jun-23	233	
GEO TECHNICAL & SUBSURFACE ENGINEERING						
Geotech Exploration						
Geotech - ROADWAY DESIGN PACKAGE						
Field View Plans - 60% Construction Plans						
UH-D5-1025	Prepare Field View Plans - Field View Plans	35	01-Mar-23	18-Apr-23	2	
UH-D5-1085	I/C/P/Review - Field View Plans	5	19-Apr-23	25-Apr-23	2	
NF-M5-1160	Integrate Comments into Design/Qc - Field View Plans	5	26-Apr-23	02-May-23	2	
UH-D5-1175	Qa Review And Certification - Field View Plans	2	03-May-23	04-May-23	2	
UH-D5-1205	Submit - Field View Plans	1	05-May-23	05-May-23	65	
UH-D5-1235	Peer/Ret Review And Comment - Field View Plans	15	08-May-23	26-May-23	65	
Final Plans - 100% Construction Plans						
UH-D5-1280	Comment Resolution Meeting/Integrate Comments - Final Plans	5	30-May-23	05-Jun-23	65	
UH-D5-1315	Prepare - Final Plans	60	06-Jun-23	29-Aug-23	65	
UH-D5-1365	I/C/P/Review - Final Plans	3	30-Aug-23	01-Sep-23	65	
UH-D5-1395	Integrate Comments into Design/Qc - Final Plans	5	05-Sep-23	11-Sep-23	65	
UH-D5-1425	Qa Review And Certification - Final Plans	2	12-Sep-23	13-Sep-23	65	
UH-D5-1455	Submit - Final Plans	1	14-Sep-23	14-Sep-23	121	
UH-D5-1485	Peer/Ret Review / Approve - Final Plans	20	15-Sep-23	12-Oct-23	121	
SEPS						
UH-D5-1050	Prepare And Submit Seeps (Subsurface Exploration Planning Submission) Report	30	01-Mar-23	11-Apr-23	35	
UH-D5-1070	Agency Review Seeps (Subsurface Exploration Planning Submission) Report	10	12-Apr-23	25-Apr-23	35	
UH-D5-1140	Agency Approval Seeps (Subsurface Exploration Planning Submission) Report	1	26-Apr-23	26-Apr-23	35	
Geotech Exploration Report						

Month	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
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Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
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Legend:

- Critical Remaining Work
- Remaining Work
- Actual Work
- Milestone
- Changed Work
- Remaining Level of Effort
- Actual Level of Effort
- % Complete

Activity ID	Activity Name	OD	START	FINISH	TF	Month
UH-DS-1150	Site Mobilization	3	27-Apr-23	01-May-23	35	1 2 3 4 5 6 7 8 9 10 11 12
UH-DS-1165	Perform Geotech Exploration / Testing	30	02-May-23	13-Jun-23	35	1 2 3 4 5 6 7 8 9 10 11 12
UH-DS-1345	Prepare Geotech Exploration Report	5	14-Jun-23	20-Jun-23	35	1 2 3 4 5 6 7 8 9 10 11 12
UH-DS-1350	Submit Geotech Exploration Report	1	21-Jun-23	21-Jun-23	35	1 2 3 4 5 6 7 8 9 10 11 12
UH-DS-1355	Review/Approval Of Geotech Exploration Report	5	22-Jun-23	28-Jun-23	35	1 2 3 4 5 6 7 8 9 10 11 12
ENVIRONMENTAL						
PC Stormwater Management / Drainage - ROADWAY						
Field View Plans - 60% Construction Plans						
UH-DS-1035	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	2	
UH-DS-1095	I/C/P/Review - Field View Plans	5	19-Apr-23	25-Apr-23	2	
UH-DS-1125	Integrate Comments Into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	2	
UH-DS-1185	Qa Review And Certification - Field View Plans	2	09-May-23	04-May-23	2	
UH-DS-1215	Submit - Field View Plans	1	05-May-23	05-May-23	2	
UH-DS-1245	Permit Review And Comment - Field View Plans	15	08-May-23	26-May-23	2	
Pre-Final Plans - 90% Construction Plans						
UH-DS-1290	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	2	
UH-DS-1325	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	2	
UH-DS-1375	I/C/P/Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	65	
UH-DS-1405	Integrate Comments Into Design / Qc - Pre-Final Plans	5	05-Sep-23	11-Sep-23	65	
UH-DS-1435	Qa Review And Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	65	
UH-DS-1465	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	121	
UH-DS-1495	Permit Review And Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	121	
RFC Plans - 100% Construction Plans						
UH-DS-1520	Resolution Meeting And Integrate Comments/Qc - Rc Plans	5	13-Oct-23	19-Oct-23	121	
UH-DS-1545	Qa Review And Certification - Rc Plans	15	20-Oct-23	09-Nov-23	121	
UH-DS-1570	Issue - Rc Plans	2	10-Nov-23	13-Nov-23	141	
ESC (Erosion and Sediment Control) - ROADWAY						
Field View Plans - 60% Construction Plans						
UH-DS-1030	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	2	
UH-DS-1090	I/C/P/Review - Field View Plans	5	19-Apr-23	25-Apr-23	2	
UH-DS-1120	Integrate Comments Into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	2	
UH-DS-1180	Qa Review And Certification - Field View Plans	2	09-May-23	04-May-23	2	
UH-DS-1210	Submit - Field View Plans	1	05-May-23	05-May-23	2	
UH-DS-1240	Permit Review And Comment - Field View Plans	15	08-May-23	26-May-23	2	
Pre-Final Plans - 90% Construction Plans						
UH-DS-1285	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	2	
UH-DS-1320	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	2	
UH-DS-1370	I/C/P/Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	65	
UH-DS-1400	Integrate Comments Into Design / Qc - Pre-Final Plans	5	05-Sep-23	11-Sep-23	65	
UH-DS-1430	Qa Review And Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	65	
UH-DS-1460	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	121	
UH-DS-1490	Permit Review And Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	121	
RFC Plans - 100% Construction Plans						
UH-DS-1515	Resolution Meeting And Integrate Comments/Qc - Rc Plans	5	13-Oct-23	19-Oct-23	121	
UH-DS-1540	Qa Review And Certification - Rc Plans	15	20-Oct-23	09-Nov-23	121	
UH-DS-1565	Issue - Rc Plans	2	10-Nov-23	13-Nov-23	121	
STREAM MITIGATION PLAN - ROADWAY						
Field View Plans - 60% Construction Plans						
UH-DS-1045	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	2	
UH-DS-1105	I/C/P/Review - Field View Plans	5	19-Apr-23	25-Apr-23	2	
UH-DS-1135	Integrate Comments Into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	2	
UH-DS-1195	Qa Review And Certification - Field View Plans	2	09-May-23	04-May-23	2	
UH-DS-1225	Submit - Field View Plans	1	05-May-23	05-May-23	2	
UH-DS-1255	Permit Review And Comment - Field View Plans	15	08-May-23	26-May-23	2	
Pre-Final Plans - 90% Construction Plans						
UH-DS-1300	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	2	

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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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Legend:

- ◆ Milestone
- Critical Remaining Work
- Remaining Work
- Actual Work
- ▬ Changed Work
- ▬ Remaining Level of Effort
- ▬ Actual Level of Effort
- ▬ % Complete

Activity ID	Activity Name	OD	START	FINISH	TF	Month																									
						1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12		
UH-DS-1335	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	2																										
UH-DS-1335	I/C/P/Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	65																										
UH-DS-1415	Integrate Comments into Design / Qc - Pre-Final Plans	5	05-Sep-23	11-Sep-23	65																										
UH-DS-1445	Qa Review And Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	65																										
UH-DS-1475	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	121																										
UH-DS-1505	Permit Review And Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	121																										
RFC Plans - 100% Construction Plans																															
UH-DS-1530	Resolution Meeting And Integrate Comments/Qc - RFC Plans	5	13-Oct-23	19-Oct-23	121																										
UH-DS-1555	Qa Review And Certification - RFC Plans	15	20-Oct-23	09-Nov-23	121																										
UH-DS-1580	Issue - RFC Plans	2	10-Nov-23	13-Nov-23	141																										
Environmental - ROADWAY																															
Field View Plans - 60% Construction Plans																															
UH-DS-1040	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	2																										
UH-DS-1100	I/C/P/Review - Field View Plans	5	19-Apr-23	25-Apr-23	2																										
UH-DS-1130	Integrate Comments into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	2																										
UH-DS-1190	Qa Review And Certification - Field View Plans	2	03-May-23	04-May-23	2																										
UH-DS-1220	Submit - Field View Plans	1	05-May-23	05-May-23	65																										
UH-DS-1250	Permit Review And Comment - Field View Plans	15	08-May-23	25-May-23	65																										
Pre-Final Plans - 90% Construction Plans																															
UH-DS-1295	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	65																										
UH-DS-1330	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	65																										
UH-DS-1380	I/C/P/Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	65																										
UH-DS-1440	Integrate Comments into Design / Qc - Pre-Final Plans	5	05-Sep-23	11-Sep-23	65																										
UH-DS-1440	Qa Review And Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	65																										
UH-DS-1470	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	121																										
UH-DS-1500	Permit Review And Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	121																										
RFC Plans - 100% Construction Plans																															
UH-DS-1525	Resolution Meeting And Integrate Comments/Qc - RFC Plans	5	13-Oct-23	19-Oct-23	121																										
UH-DS-1550	Qa Review And Certification - RFC Plans	15	20-Oct-23	09-Nov-23	121																										
UH-DS-1575	Issue - RFC Plans	2	10-Nov-23	13-Nov-23	141																										
H & H (Hydrologic and Hydraulic)																															
NF-MS-1160	Prepare H & H Report/Submit	30	01-Mar-23	11-Apr-23	49																										
LH-DS-1065	Submit H & H Report/Submit To Agency	1	12-Apr-23	12-Apr-23	49																										
LH-DS-1075	Agency H & H Report Review	10	13-Apr-23	26-Apr-23	49																										
LH-DS-1155	Agency H & H Report Approval	1	27-Apr-23	27-Apr-23	49																										
UTILITIES																															
UH-DS-UT-1000	Utility Relocation	122	01-Mar-23	30-Jun-23	170																										
ROADWAY DESIGN																															
ROADWAY																															
Field View Plans - 60% Construction Plans																															
UH-DS-1585	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	2																										
UH-DS-1590	I/C/P/Review - Field View Plans	5	19-Apr-23	25-Apr-23	2																										
UH-DS-1595	Integrate Comments into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	2																										
UH-DS-1600	Qa Review And Certification - Field View Plans	2	03-May-23	04-May-23	2																										
UH-DS-1605	Submit - Field View Plans	1	05-May-23	05-May-23	2																										
UH-DS-1655	Permit Review And Comment - Field View Plans	15	08-May-23	25-May-23	2																										
Pre-Final Plans - 90% Construction Plans																															
UH-DS-1610	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	2																										
UH-DS-1615	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	2																										
UH-DS-1620	I/C/P/Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	65																										
UH-DS-1625	Integrate Comments into Design / Qc - Pre-Final Plans	5	05-Sep-23	11-Sep-23	65																										
UH-DS-1630	Qa Review And Certification - Pre-Final Plans	2	12-Sep-23	13-Sep-23	65																										
UH-DS-1635	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	65																										
UH-DS-1660	Permit Review And Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	121																										
RFC Plans - 100% Construction Plans																															
UH-DS-1640	Resolution Meeting And Integrate Comments/Qc - RFC Plans	5	13-Oct-23	19-Oct-23	121																										


Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22



Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK Filter: All Activities

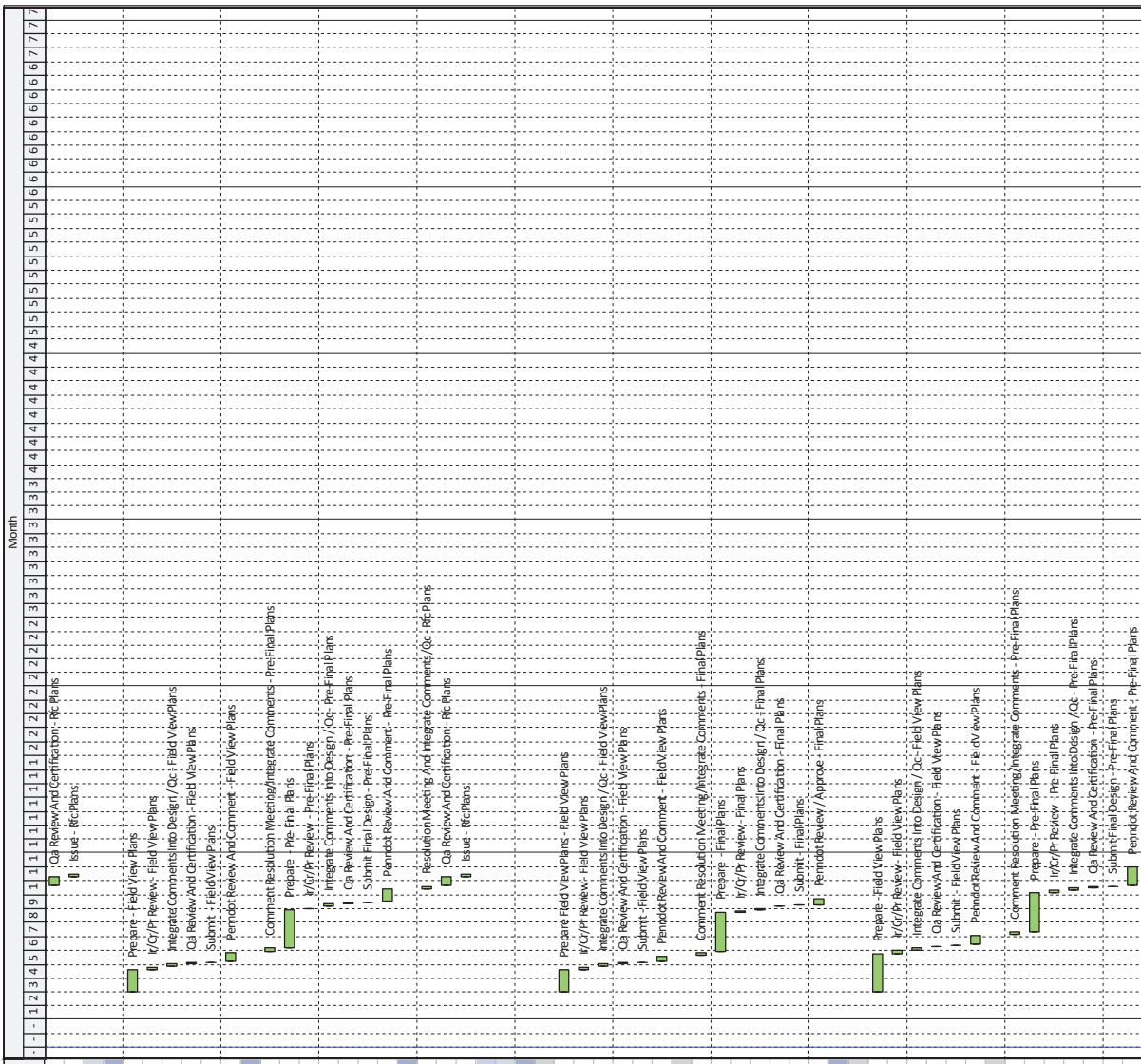
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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Activity ID	Activity Name	OD	START	FINISH	TF
UH-DS-1645	Qa Review/And Certification - RC Plans	15	20-Oct-23	09-Nov-23	121
UH-DS-1650	Issue - RC Plans	2	10-Nov-23	13-Nov-23	121
TRAFFIC					
Field View Plans - 60% Construction Plans					
UH-DS-2100	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	2
UH-DS-2105	I/C/P/ Review - Field View Plans	5	19-Apr-23	25-Apr-23	2
UH-DS-2110	Integrate Comments into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	2
UH-DS-2115	Qa Review/And Certification - Field View Plans	2	03-May-23	04-May-23	2
UH-DS-2120	Submit - Field View Plans	1	05-May-23	05-May-23	65
UH-DS-2170	Permit/Review And Comment - Field View Plans	15	08-May-23	26-May-23	65
Pre-Final Plans - 90% Construction Plans					
UH-DS-2125	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	65
UH-DS-2130	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	65
UH-DS-2135	I/C/P/ Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	65
UH-DS-2140	Integrate Comments into Design / Qc - Pre-Final Plans	5	06-Sep-23	11-Sep-23	65
UH-DS-2145	Qa Review/And Certification - Pre-Final Plans	2	12-Sep-23	15-Sep-23	65
UH-DS-2150	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	121
UH-DS-2175	Permit/Review And Comment - Pre-Final Plans	20	15-Sep-23	12-Oct-23	121
REC PLANS - 100% Construction Plans					
UH-DS-2155	Resolution Meeting And Integrate Comments/Qc - RC Plans	5	13-Oct-23	19-Oct-23	121
UH-DS-2160	Qa Review/And Certification - RC Plans	15	20-Oct-23	09-Nov-23	121
UH-DS-2165	Issue - RC Plans	2	10-Nov-23	13-Nov-23	121
STRUCTURE DESIGN					
STRUCTURE - 180 EB OVER LEHIGH RIVER S-XXXXX					
GEOTECH (STRUCTURAL DESIGN PACKAGE)					
Field View Plans - 60% Construction Plans					
UH-DS-1745	Prepare Field View Plans - Field View Plans	35	01-Mar-23	18-Apr-23	136
UH-DS-1750	I/C/P/ Review - Field View Plans	5	19-Apr-23	25-Apr-23	136
UH-DS-1755	Integrate Comments into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	136
UH-DS-1760	Qa Review/And Certification - Field View Plans	2	03-May-23	04-May-23	136
UH-DS-1765	Submit - Field View Plans	1	05-May-23	05-May-23	136
UH-DS-1800	Permit/Review And Comment - Field View Plans	10	08-May-23	19-May-23	136
Final Plans - 100% Construction Plans					
UH-DS-1770	Comment Resolution Meeting/Integrate Comments - Final Plans	5	22-May-23	26-May-23	136
UH-DS-1775	Prepare - Final Plans	60	30-May-23	22-Aug-23	136
UH-DS-1780	I/C/P/ Review - Final Plans	3	23-Aug-23	25-Aug-23	136
UH-DS-1785	Integrate Comments into Design / Qc - Final Plans	5	28-Aug-23	01-Sep-23	136
UH-DS-1790	Qa Review/And Certification - Final Plans	2	05-Sep-23	06-Sep-23	136
UH-DS-1795	Submit - Final Plans	1	07-Sep-23	07-Sep-23	136
NF-MS-1160	Permit/Review / Approve - Final Plans	10	08-Sep-23	21-Sep-23	136
STRUCTURE					
Field View Plans - 60% Construction Plans					
UH-DS-1665	Prepare - Field View Plans	60	01-Mar-23	23-May-23	86
UH-DS-1670	I/C/P/ Review - Field View Plans	5	24-May-23	31-May-23	86
UH-DS-1675	Integrate Comments into Design / Qc - Field View Plans	5	01-Jun-23	07-Jun-23	86
UH-DS-1680	Qa Review/And Certification - Field View Plans	2	08-Jun-23	09-Jun-23	86
UH-DS-1685	Submit - Field View Plans	1	12-Jun-23	12-Jun-23	86
UH-DS-1735	Permit/Review And Comment - Field View Plans	15	13-Jun-23	03-Jul-23	86
Pre-Final Plans - 90% Construction Plans					
UH-DS-1690	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	05-Jul-23	11-Jul-23	86
UH-DS-1695	Prepare - Pre-Final Plans	60	12-Jul-23	04-Oct-23	86
UH-DS-1700	I/C/P/ Review - Pre-Final Plans	3	05-Oct-23	09-Oct-23	86
UH-DS-1705	Integrate Comments into Design / Qc - Pre-Final Plans	5	10-Oct-23	16-Oct-23	86
UH-DS-1710	Qa Review/And Certification - Pre-Final Plans	2	17-Oct-23	18-Oct-23	86
UH-DS-1715	Submit Final Design - Pre-Final Plans	1	19-Oct-23	19-Oct-23	86
UH-DS-1740	Permit/Review And Comment - Pre-Final Plans	30	20-Oct-23	01-Dec-23	86

Start: 01-Nov-22
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities
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Legend:

- Critical Remaining Work
- Changed Work
- Remaining Work
- Remaining Level of Effort
- Actual Work
- Actual Level of Effort
- Milestone
- % Complete

BRIDGING PENNSYLVANIA PARTNERS

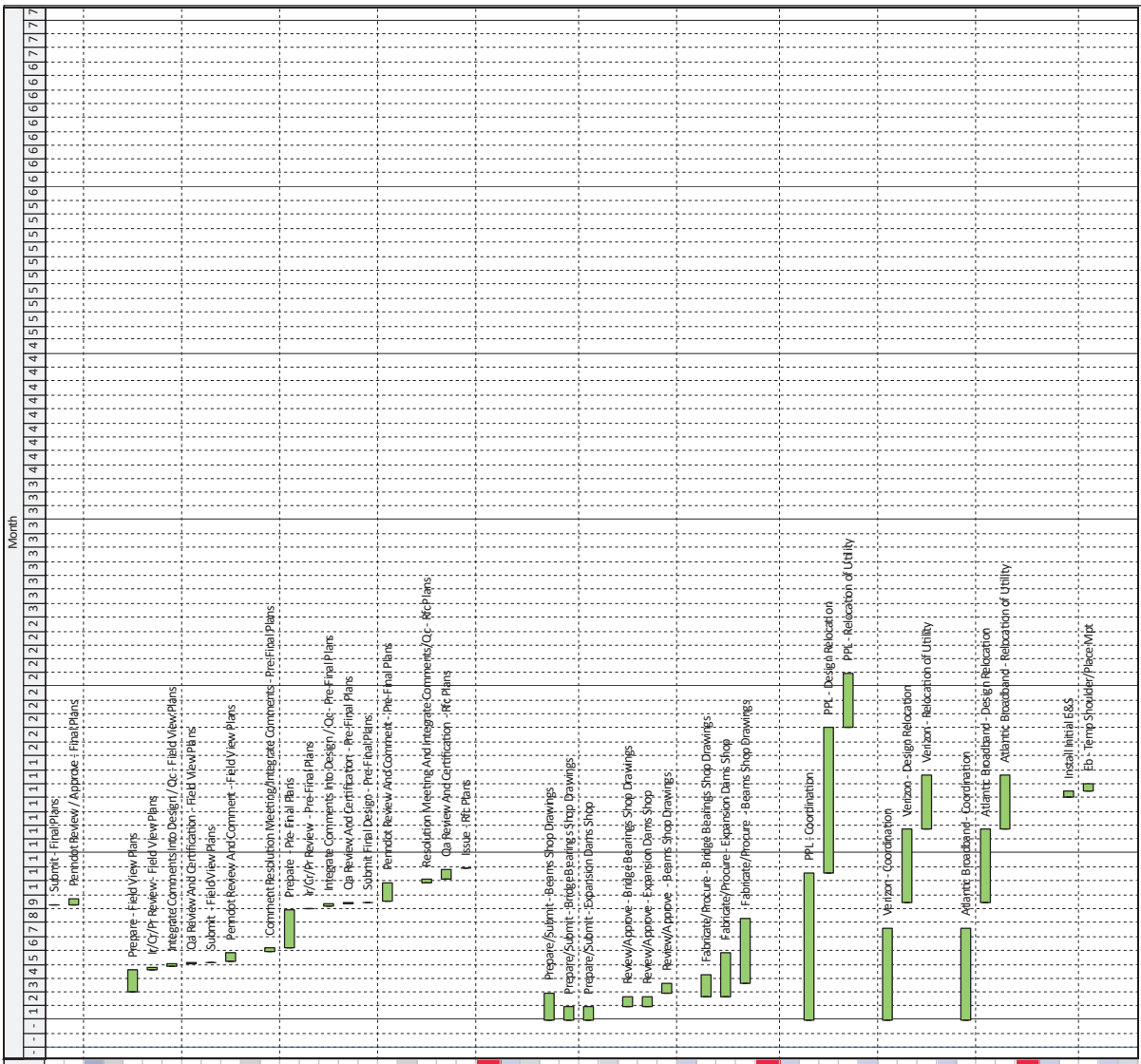
Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Activity ID	Activity Name	OD	START	FINISH	TF	Month
RFC Plans - 100% Construction Plans						
LH-DS-1720	Resolution Meeting And Integrate Comments/Qc - Rfc Plans	5	04-Dec-23	08-Dec-23	86	
LH-DS-1725	Qa Review And Certification - Rfc Plans	15	11-Dec-23	02-Jan-24	86	
LH-DS-1730	Issue - Rfc Plans	2	03-Jan-24	04-Jan-24	86	
STRUCTURE - I80 WB OVER LEHIGH RIVER S-XXXXX						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
LH-DS-1890	Prepare Field View Plans - Field View Plans	35	01-Mar-23	18-Apr-23	136	
LH-DS-1895	I/C/P Review - Field View Plans	5	19-Apr-23	25-Apr-23	136	
LH-DS-1900	Integrate Comments Into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	136	
LH-DS-1905	Qa Review And Certification - Field View Plans	2	03-May-23	04-May-23	136	
LH-DS-1910	Submit - Field View Plans	1	05-May-23	05-May-23	136	
LH-DS-1915	Permdot Review And Comment - Field View Plans	10	08-May-23	19-May-23	136	
Final Plans - 100% Construction Plans						
LH-DS-1915	Comment Resolution Meeting/Integrate Comments - Final Plans	5	22-May-23	25-May-23	136	
LH-DS-1920	Prepare - Final Plans	60	30-May-23	22-Aug-23	136	
LH-DS-1925	I/C/P Review - Final Plans	3	23-Aug-23	25-Aug-23	136	
LH-DS-1930	Integrate Comments Into Design / Qc - Final Plans	5	28-Aug-23	01-Sep-23	136	
LH-DS-1935	Qa Review And Certification - Final Plans	2	05-Sep-23	06-Sep-23	136	
LH-DS-1940	Submit - Final Plans	1	07-Sep-23	07-Sep-23	136	
LH-DS-1950	Permdot Review / Approve - Final Plans	10	08-Sep-23	21-Sep-23	136	
STRUCTURE						
Field View Plans - 60% Construction Plans						
LH-DS-1810	Prepare - Field View Plans	60	01-Mar-23	23-May-23	86	
LH-DS-1815	I/C/P Review - Field View Plans	5	24-May-23	31-May-23	86	
LH-DS-1820	Integrate Comments Into Design / Qc - Field View Plans	5	01-Jun-23	07-Jun-23	86	
LH-DS-1825	Qa Review And Certification - Field View Plans	2	08-Jun-23	09-Jun-23	86	
LH-DS-1830	Submit - Field View Plans	1	12-Jun-23	12-Jun-23	86	
LH-DS-1880	Permdot Review And Comment - Field View Plans	15	13-Jun-23	03-Jul-23	86	
Pre-Final Plans - 90% Construction Plans						
LH-DS-1835	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	05-Jul-23	11-Jul-23	86	
LH-DS-1840	Prepare - Pre-Final Plans	60	12-Jul-23	04-Oct-23	86	
LH-DS-1845	I/C/P Review - Pre-Final Plans	3	05-Oct-23	09-Oct-23	86	
LH-DS-1850	Integrate Comments Into Design / Qc - Pre-Final Plans	5	10-Oct-23	16-Oct-23	86	
LH-DS-1855	Qa Review And Certification - Pre-Final Plans	2	17-Oct-23	18-Oct-23	86	
LH-DS-1860	Submit Final Design - Pre-Final Plans	1	19-Oct-23	19-Oct-23	86	
LH-DS-1885	Permdot Review And Comment - Pre-Final Plans	30	20-Oct-23	01-Dec-23	86	
RFC Plans - 100% Construction Plans						
LH-DS-1865	Resolution Meeting And Integrate Comments/Qc - Rfc Plans	5	04-Dec-23	08-Dec-23	86	
LH-DS-1870	Qa Review And Certification - Rfc Plans	15	11-Dec-23	02-Jan-24	86	
LH-DS-1875	Issue - Rfc Plans	2	03-Jan-24	04-Jan-24	86	
STRUCTURE - I80 EB OVER TRIBUTARY TO LEHIGH RIVER S-XXXXX (CULVERT EXTENSION)						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
LH-DS-2035	Prepare Field View Plans - Field View Plans	35	01-Mar-23	18-Apr-23	136	
LH-DS-2040	I/C/P Review - Field View Plans	5	19-Apr-23	25-Apr-23	136	
LH-DS-2045	Integrate Comments Into Design / Qc - Field View Plans	5	26-Apr-23	02-May-23	136	
LH-DS-2050	Qa Review And Certification - Field View Plans	2	03-May-23	04-May-23	136	
LH-DS-2055	Submit - Field View Plans	1	05-May-23	05-May-23	136	
LH-DS-2090	Permdot Review And Comment - Field View Plans	10	08-May-23	19-May-23	136	
Final Plans - 100% Construction Plans						
LH-DS-2060	Comment Resolution Meeting/Integrate Comments - Final Plans	5	22-May-23	25-May-23	136	
LH-DS-2065	Prepare - Final Plans	60	30-May-23	22-Aug-23	136	
LH-DS-2070	I/C/P Review - Final Plans	3	23-Aug-23	25-Aug-23	136	
LH-DS-2075	Integrate Comments Into Design / Qc - Final Plans	5	28-Aug-23	01-Sep-23	136	
LH-DS-2080	Qa Review And Certification - Final Plans	2	05-Sep-23	06-Sep-23	136	

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- Changed Work
- Critical Remaining Work
- Remaining Work
- Actual Work
- Milestone
- % Complete
- Remaining Level of Effort
- Actual Level of Effort



Activity ID	Activity Name	OD	START	FINISH	TF
LH-DS-2085	Submit - Final Plans	1	07-Sep-23	07-Sep-23	136
LH-DS-2095	Permit Review / Approve - Final Plans	10	08-Sep-23	21-Sep-23	136
STRUCTURE					
Field View Plans - 60% Construction Plans					
LH-DS-1955	Prepare - Field View Plans	35	01-Mar-23	18-Apr-23	111
LH-DS-1960	I/C/P Review - Field View Plans	5	19-Apr-23	25-Apr-23	111
LH-DS-1965	Integrate Comments into Design / QC - Field View Plans	5	26-Apr-23	02-May-23	111
LH-DS-1970	QA Review And Certification - Field View Plans	2	03-May-23	04-May-23	111
LH-DS-1975	Submit - Field View Plans	1	05-May-23	05-May-23	111
LH-DS-2025	Permit Review And Comment - Field View Plans	15	08-May-23	26-May-23	111
Pre-Final Plans - 90% Construction Plans					
LH-DS-1980	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	30-May-23	05-Jun-23	111
LH-DS-1985	Prepare - Pre-Final Plans	60	06-Jun-23	29-Aug-23	111
LH-DS-1990	I/C/P Review - Pre-Final Plans	3	30-Aug-23	01-Sep-23	111
LH-DS-1995	Integrate Comments into Design / QC - Pre-Final Plans	5	05-Sep-23	11-Sep-23	111
LH-DS-2000	QA Review And Certification - Pre-Final Plans	2	12-Sep-23	15-Sep-23	111
LH-DS-2005	Submit Final Design - Pre-Final Plans	1	14-Sep-23	14-Sep-23	111
LH-DS-2030	Permit Review And Comment - Pre-Final Plans	30	15-Sep-23	26-Oct-23	111
RFI Plans - 100% Construction Plans					
LH-DS-2010	Resolution Meeting And Integrate Comments/QC - RFI Plans	5	27-Oct-23	02-Nov-23	111
LH-DS-2015	QA Review And Certification - RFI Plans	15	03-Nov-23	24-Nov-23	111
LH-DS-2020	Issue - RFI Plans	2	27-Nov-23	28-Nov-23	111
MATERIALS FABRICATION & PROCUREMENT					
PROJECT SHOP DRAWINGS					
PREPARE/SUBMIT					
LH-ST-1000	Prepare/Submit - Beams Shop Drawings	60	31-Dec-22	26-Feb-23	623
LH-ST-1005	Prepare/Submit - Bridge Bearings Shop Drawings	30	31-Dec-22	28-Jan-23	753
LH-ST-1010	Prepare/Submit - Expansion Dams Shop	30	31-Dec-22	28-Jan-23	824
REVIEW/APPROVE					
LH-ST-1075	Review/Approve - Bridge Bearings Shop Drawings	21	28-Jan-23	18-Feb-23	753
LH-ST-1080	Review/Approve - Expansion Dams Shop	21	28-Jan-23	18-Feb-23	824
LH-ST-1155	Review/Approve - Beams Shop Drawings	21	26-Feb-23	19-Mar-23	623
FABRICATION / DELIVERY					
LH-ST-1115	Fabricate/Procure - Bridge Bearings Shop Drawings	50	18-Feb-23	07-Apr-23	753
LH-ST-1120	Fabricate/Procure - Expansion Dams Shop	100	18-Feb-23	25-May-23	824
LH-ST-1160	Fabricate/Procure - Beams Shop Drawings	150	19-Mar-23	10-Aug-23	623
UTILITIES					
PL					
LH-UT-1020	PPL - Coordination	320	31-Dec-22	16-Nov-23	71
LH-UT-1070	PPL - Design Relocation	320	16-Nov-23	01-Oct-24	71
LH-UT-1080	PPL - Relocation of Utility	120	01-Oct-24	29-Jan-25	71
VERIZON					
LH-UT-1000	Verizon - Coordination	200	31-Dec-22	19-Jul-23	152
LH-UT-1030	Verizon - Design Relocation	160	14-Sep-23	21-Feb-24	95
LH-UT-1050	Verizon - Relocation of Utility	120	21-Feb-24	20-Jun-24	95
ATLANTIC BROADBAND					
LH-UT-1010	Atlantic Broadband - Coordination	200	31-Dec-22	19-Jul-23	152
LH-UT-1040	Atlantic Broadband - Design Relocation	160	14-Sep-23	21-Feb-24	95
LH-UT-1060	Atlantic Broadband - Relocation of Utility	120	21-Feb-24	20-Jun-24	95
CONSTRUCTION					
PRE-STAGE 1					
LH-CN-1000	Install Initial E&S	10	02-May-24	16-May-24	1
LH-CN-1005	Eb - Temp Shoulder/Place Mjt	10	16-May-24	31-May-24	1
STAGE 1					
PHASE 1					

Start: 01-Nov-22
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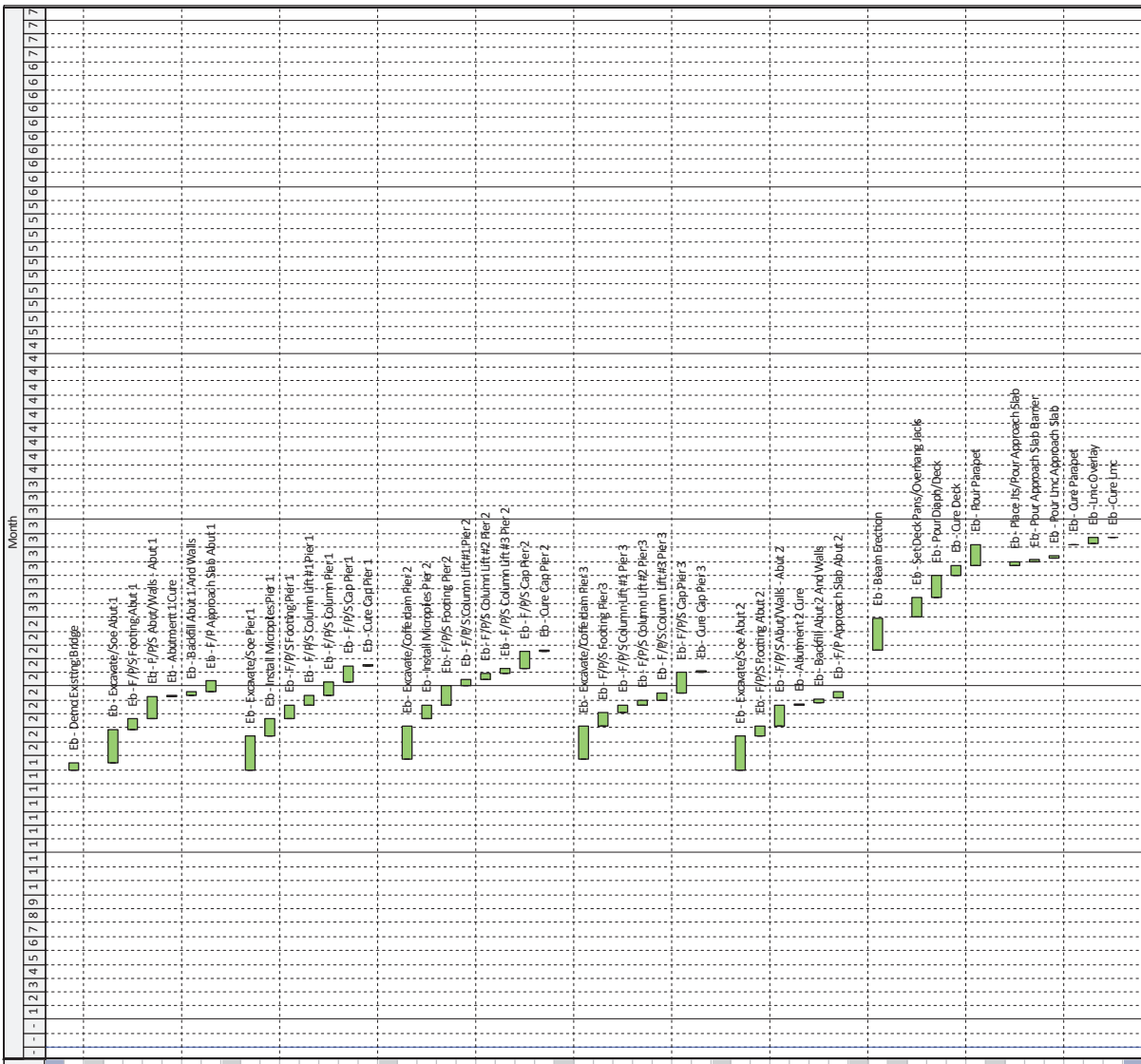
Legend:

- ◆ Milestone
- ◆ Critical Remaining Work
- Changed Work
- Remaining Work
- Actual Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort
- ◆ % Complete

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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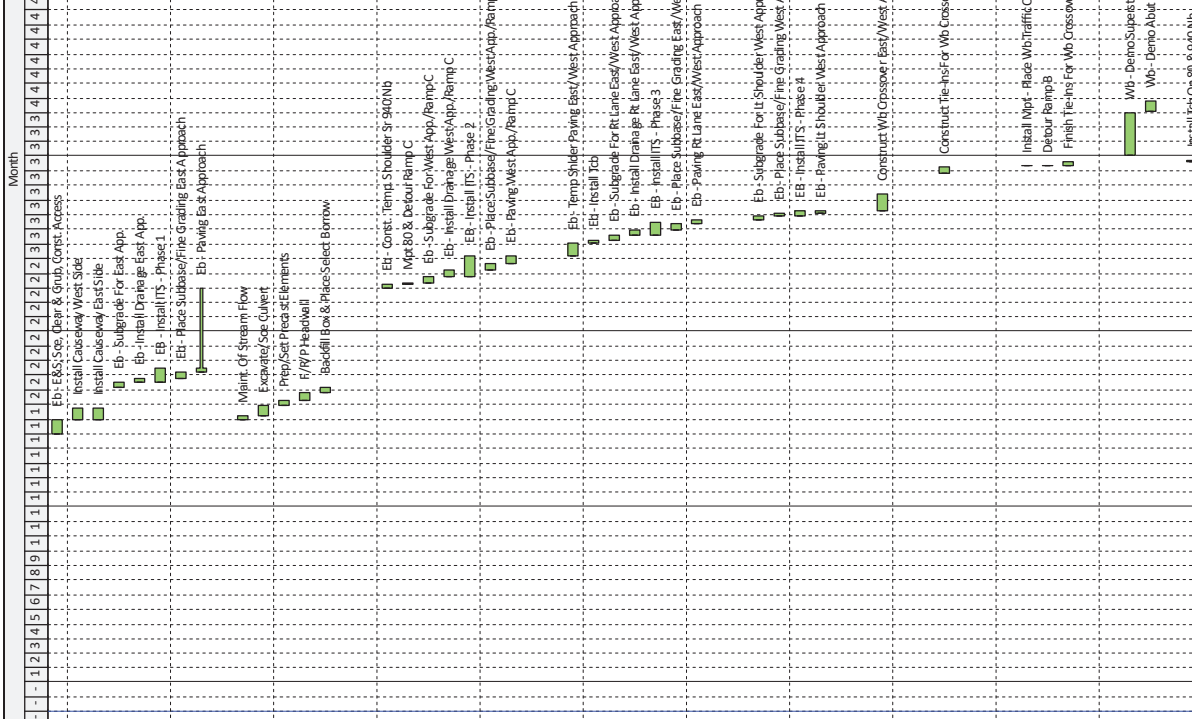
Activity ID	Activity Name	OD	START	FINISH	TF
PHASE 1 - BRIDGE STRUCTURE OVER LEHIGH RIVER					
LH-CN-1225	Eb - Demo Existing Bridge	10	01-Jul-24	16-Jul-24	55
Abutment & Wing Walls 1					
LH-CN-1230	Eb - Excavate/Soe Abut 1	50	16-Jul-24	27-Sep-24	55
LH-CN-1235	Eb - F/P/S Footing/Abut 1	15	27-Sep-24	21-Oct-24	55
LH-CN-1240	Eb - F/P/S Abut/Walls - Abut 1	30	21-Oct-24	09-Dec-24	55
LH-CN-1245	Eb - Abutment 1 Cure	2	11-Dec-24	11-Dec-24	91
LH-CN-1250	Eb - Backfill Abut 1 And Walls	5	12-Dec-24	18-Dec-24	55
LH-CN-1255	Eb - F/P Approach Slab Abut 1	10	19-Dec-24	13-Jan-25	55
Pier 1					
LH-CN-1260	Eb - Excavate/Soe Pier 1	50	01-Jul-24	13-Sep-24	10
LH-CN-1265	Eb - Install Microties Pier 1	25	13-Sep-24	21-Oct-24	10
LH-CN-1300	Eb - F/P/S Footing Pier 1	20	21-Oct-24	20-Nov-24	30
LH-CN-1305	Eb - F/P/S Column Lift #1 Pier 1	12	20-Nov-24	11-Dec-24	30
LH-CN-1310	Eb - F/P/S Cap Pier 1	25	09-Jan-25	14-Feb-25	30
LH-CN-1315	Eb - Cure Cap Pier 1	2	14-Feb-25	16-Feb-25	45
Pier 2					
LH-CN-1320	Eb - Excavate/Cofferdam Pier 2	50	23-Jul-24	04-Oct-24	20
LH-CN-1325	Eb - Install Microties Pier 2	20	21-Oct-24	20-Nov-24	10
LH-CN-1330	Eb - F/P/S Footing Pier 2	20	20-Nov-24	02-Jan-25	10
LH-CN-1335	Eb - F/P/S Column Lift #1 Pier 2	8	02-Jan-25	14-Jan-25	10
LH-CN-1340	Eb - F/P/S Column Lift #2 Pier 2	8	14-Jan-25	27-Jan-25	10
LH-CN-1345	Eb - F/P/S Column Lift #3 Pier 2	9	27-Jan-25	07-Feb-25	10
LH-CN-1350	Eb - F/P/S Cap Pier 2	25	07-Feb-25	17-Mar-25	10
LH-CN-1355	Eb - Cure Cap Pier 2	2	17-Mar-25	19-Mar-25	14
Pier 3					
LH-CN-1360	Eb - Excavate/Cofferdam Pier 3	50	23-Jul-24	04-Oct-24	40
LH-CN-1365	Eb - F/P/S Footing Pier 3	20	04-Oct-24	04-Nov-24	40
LH-CN-1370	Eb - F/P/S Column Lift #1 Pier 3	8	04-Nov-24	18-Nov-24	40
LH-CN-1375	Eb - F/P/S Column Lift #2 Pier 3	8	18-Nov-24	29-Nov-24	40
LH-CN-1380	Eb - F/P/S Column Lift #3 Pier 3	9	29-Nov-24	16-Dec-24	40
LH-CN-1385	Eb - F/P/S Cap Pier 3	25	16-Dec-24	31-Jan-25	40
LH-CN-1390	Eb - Cure Cap Pier 3	2	31-Jan-25	02-Feb-25	59
Abutment & Wing Walls 2					
LH-CN-1360	Eb - Excavate/Soe Abut 2	50	01-Jul-24	13-Sep-24	65
LH-CN-1365	Eb - F/P/S Footing Abut 2	15	13-Sep-24	04-Oct-24	65
LH-CN-1370	Eb - F/P/S Abut/Walls - Abut 2	30	04-Oct-24	20-Nov-24	65
LH-CN-1375	Eb - Abutment 2 Cure	2	20-Nov-24	22-Nov-24	110
LH-CN-1380	Eb - Backfill Abut 2 And Walls	5	25-Nov-24	09-Dec-24	65
LH-CN-1385	Eb - F/P Approach Slab Abut 2	10	05-Dec-24	18-Dec-24	65
Girders					
LH-CN-1370	Eb - Beam Erection	50	20-Mar-25	30-May-25	10
Deck					
LH-CN-1375	Eb - Set Deck Pans/Overhang Jacks	30	02-Jun-25	14-Jul-25	10
LH-CN-1380	Eb - Pour Diaphragm/Deck	35	15-Jul-25	01-Sep-25	10
LH-CN-1385	Eb - Cure Deck	21	01-Sep-25	22-Sep-25	15
LH-CN-1390	Eb - Pour Parapet	30	23-Sep-25	05-Nov-25	10
Finishes					
LH-CN-1400	Eb - Place Its/Pour Approach Slab	5	23-Sep-25	29-Sep-25	36
LH-CN-1695	Eb - Pour Approach Slab Barrier	5	30-Sep-25	06-Oct-25	41
LH-CN-1700	Eb - Pour Linc Approach Slab	5	07-Oct-25	13-Oct-25	41
LH-CN-1395	Eb - Cure Parapet	2	05-Nov-25	07-Nov-25	17
LH-CN-1405	Eb - Linc Overlay	10	10-Nov-25	21-Nov-25	17
LH-CN-1410	Eb - Cure Linc	2	21-Nov-25	23-Nov-25	11

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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) TASK filter: All Activities

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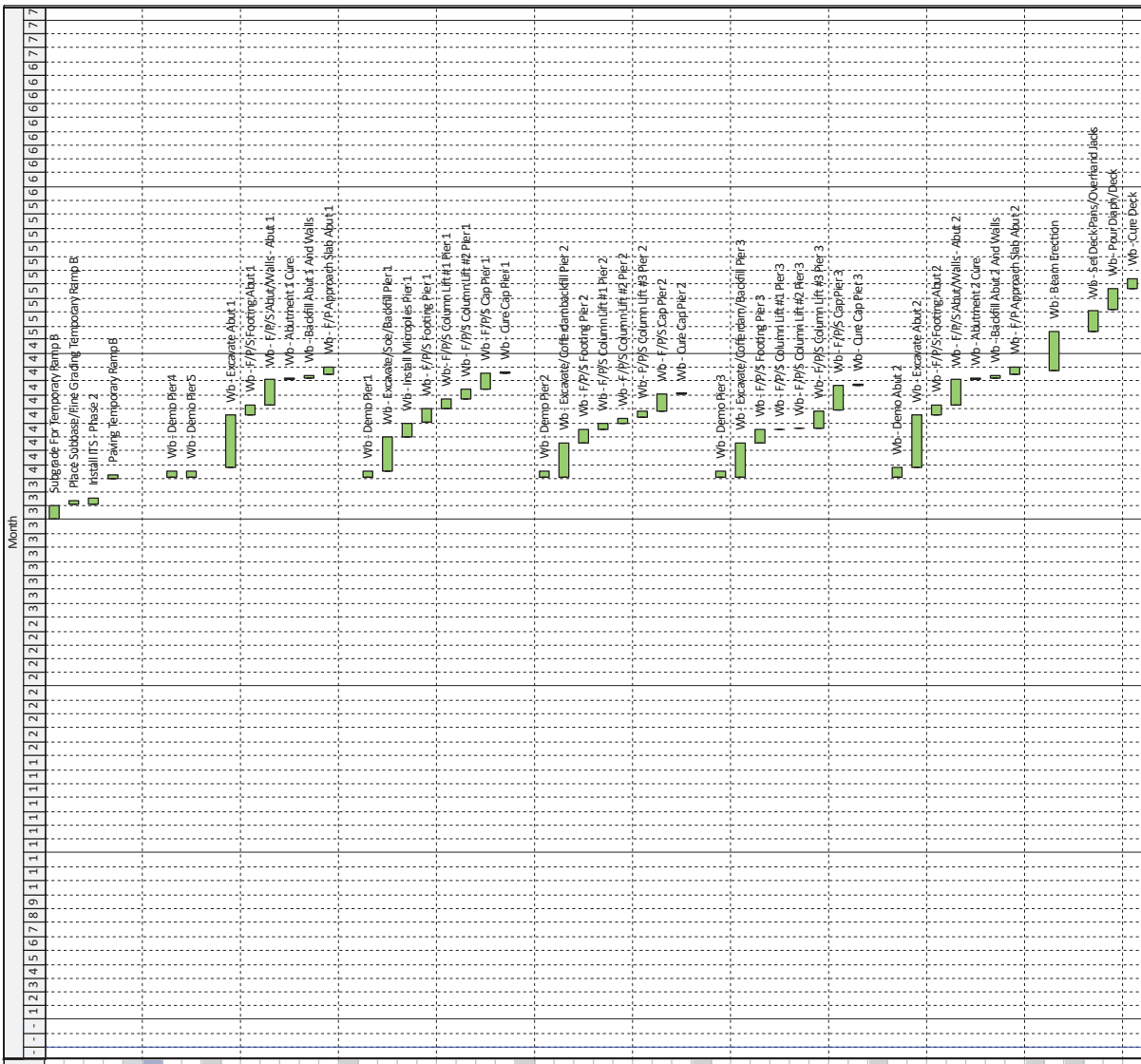
Activity ID	Activity Name	OD	START	FINISH	TF
UH-CN-1010	Eb - EB&S See, Clear & Grub, Const. Access	20	31-May-24	01-Jul-24	1
UH-CN-1015	Install Causeway West Side	15	01-Jul-24	23-Jul-24	21
UH-CN-1685	Install Causeway East Side	15	01-Jul-24	23-Jul-24	42
UH-CN-1020	Eb - Subgrade For East App.	8	04-Sep-24	16-Sep-24	1
UH-CN-1770	Eb - Install Drainage East App.	7	16-Sep-24	25-Sep-24	1
UH-CN-1021	Eb - Install ITS - Phase 1	20	16-Sep-24	15-Oct-24	285
UH-CN-1795	Eb - Place Subbase/Fine Grading East Approach	8	25-Sep-24	07-Oct-24	1
UH-CN-1025	Eb - Paving East Approach	7	07-Oct-24	01-Apr-25	1
PHASE 1 - CULVERT STRUCTURE - I80 EB over Tributary to Lehigh River (Culvert Extension)					
UH-CN-1200	Maint. Of Stream Flow	5	01-Jul-24	09-Jul-24	1
UH-CN-1205	Excavate/Soe Culvert	15	09-Jul-24	30-Jul-24	1
UH-CN-1210	Prep/Set Precast Elements	8	30-Jul-24	09-Aug-24	1
UH-CN-1215	F/R/P Headwall	10	09-Aug-24	26-Aug-24	1
UH-CN-1220	Backfill Box & Place Select Borrow	5	26-Aug-24	04-Sep-24	1
PHASE 2 - ROADWAY					
UH-CN-1030	Eb - Const. Temp. Shoulder S/ 940NB	5	01-Apr-25	08-Apr-25	1
UH-CN-1035	Mxt 80 & Detour Ramp C	2	08-Apr-25	10-Apr-25	1
UH-CN-1040	Eb - Subgrade For West App./Ramp C	10	10-Apr-25	24-Apr-25	1
UH-CN-1775	Eb - Install Drainage West App./Ramp C	10	24-Apr-25	08-May-25	1
UH-CN-1041	Eb - Install ITS - Phase 2	30	24-Apr-25	06-Jun-25	706
UH-CN-1800	Eb - Place Subbase/Fine Grading West App./Ramp C	10	08-May-25	22-May-25	1
UH-CN-1045	Eb - Paving West App./Ramp C	10	22-May-25	05-Jun-25	2
PHASE 3 - ROADWAY					
UH-CN-1050	Eb - Temp. Shoulder Paving East/West Approach	20	05-Jun-25	03-Jul-25	2
UH-CN-1690	Eb - Install Tcb	3	03-Jul-25	09-Jul-25	1
NF-M5-1160	Eb - Subgrade For Rt Lane East/West Approach	7	09-Jul-25	18-Jul-25	1
UH-CN-1780	Eb - Install Drainage Rt Lane East/West Approach	8	18-Jul-25	30-Jul-25	1
UH-CN-1061	Eb - Install ITS - Phase 3	19	18-Jul-25	14-Aug-25	5
UH-CN-1805	Eb - Place Subbase/Fine Grading East/West App	8	30-Jul-25	11-Aug-25	1
UH-CN-1060	Eb - Paving Rt Lane East/West Approach	7	11-Aug-25	20-Aug-25	1
PHASE 4 - ROADWAY					
UH-CN-1065	Eb - Subgrade For Lt Shoulder West Approach	5	20-Aug-25	27-Aug-25	1
UH-CN-1810	Eb - Place Subbase/Fine Grading West Approach	3	27-Aug-25	02-Sep-25	1
UH-CN-1066	Eb - Install ITS - Phase 4	8	27-Aug-25	09-Sep-25	25
UH-CN-1070	Eb - Paving Lt Shoulder West Approach	5	02-Sep-25	09-Sep-25	1
PHASE 5 - ROADWAY					
UH-CN-1075	Construct Wb Crossover East/West Approach	25	09-Sep-25	14-Oct-25	1
PHASE 6 - ROADWAY					
UH-CN-1080	Construct Tie-ins For Wb Crossover	10	24-Nov-25	09-Dec-25	10
STAGE 2					
PHASE 1 - ROADWAY					
UH-CN-1085	Install Mxt - Place Wb Traffic On Old Bridge	1	10-Dec-25	10-Dec-25	10
UH-CN-1090	Detour Ramp B	1	11-Dec-25	11-Dec-25	10
UH-CN-1095	Finish Tie-ins For Wb Crossover	5	12-Dec-25	18-Dec-25	10
PHASE 2 - BRIDGE STRUCTURE OVER LEHIGH RIVER					
UH-CN-1415	Wb - Demo Superstructure	60	02-Jan-26	01-Apr-26	10
UH-CN-1420	Wb - Demo Abut 1	15	02-Apr-26	23-Apr-26	150
PHASE 2 - ROADWAY					
UH-CN-1100	Install Tcb On 80 & 940 NB	3	19-Dec-25	23-Dec-25	10



Start: 01-Nov-22
 End: 27-Dec-28
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Activity ID	Activity Name	OD	START	FINISH	TF
UH-CN-1105	Subgrade For Temporary Ramp B	20	02-Jan-26	30-Jan-26	181
UH-CN-1815	Place Subbase/Fine Grading Temporary Ramp B	8	02-Feb-26	12-Feb-26	281
UH-CN-1106	Install ITS - Phase 2	10	02-Feb-26	17-Feb-26	181
UH-CN-1110	Paving Temporary Ramp B	7	01-Apr-26	09-Apr-26	163
PHASE 3 - BRIDGE STRUCTURE OVER LEHIGH RIVER					
PHASE 3 - BRIDGE STRUCTURE OVER LEHIGH RIVER					
UH-CN-1445	Wb - Demo Pier 4	10	02-Apr-26	16-Apr-26	151
UH-CN-1450	Wb - Demo Pier 5	10	02-Apr-26	16-Apr-26	151
Abutment & Wing Walls 1					
UH-CN-1455	Wb - Excavate Abut 1	75	24-Apr-26	17-Aug-26	150
UH-CN-1460	Wb - F/P/S Footing Abut 1	15	18-Aug-26	09-Sep-26	150
UH-CN-1465	Wb - F/P/S Abut/Walls - Abut 1	35	10-Sep-26	09-Nov-26	150
UH-CN-1470	Wb - Abutment 1 Cure	2	03-Nov-26	05-Nov-26	243
UH-CN-1475	Wb - Backfill Abut 1 And Walls	5	06-Nov-26	13-Nov-26	149
UH-CN-1480	Wb - F/P Approach Sbb Abut 1	10	16-Nov-26	01-Dec-26	149
Pier 1					
UH-CN-1430	Wb - Demo Pier 1	10	02-Apr-26	16-Apr-26	10
UH-CN-1515	Wb - Excavate/Soe/Backfill Pier 1	50	17-Apr-26	01-Jul-26	10
UH-CN-1520	Wb - Install Micropiers Pier 1	20	02-Jul-26	31-Jul-26	10
UH-CN-1525	Wb - F/P/S Footing Pier 1	20	03-Aug-26	01-Sep-26	10
UH-CN-1740	Wb - F/P/S Column Lift #1 Pier 1	12	02-Sep-26	21-Sep-26	10
UH-CN-1530	Wb - F/P/S Column Lift #2 Pier 1	13	22-Sep-26	13-Oct-26	10
UH-CN-1535	Wb - F/P/S Cap Pier 1	25	14-Oct-26	18-Nov-26	10
UH-CN-1540	Wb - Cure Cap Pier 1	2	18-Nov-26	20-Nov-26	17
Pier 2					
UH-CN-1485	Wb - Demo Pier 2	10	02-Apr-26	16-Apr-26	151
UH-CN-1545	Wb - Excavate/Cofferdam/backfill Pier 2	50	02-Apr-26	16-Jun-26	40
UH-CN-1550	Wb - F/P/S Footing Pier 2	20	17-Jun-26	16-Jul-26	40
UH-CN-1745	Wb - F/P/S Column Lift #1 Pier 2	8	17-Jul-26	29-Jul-26	40
UH-CN-1750	Wb - F/P/S Column Lift #2 Pier 2	8	30-Jul-26	11-Aug-26	40
UH-CN-1555	Wb - F/P/S Column Lift #3 Pier 2	9	12-Aug-26	25-Aug-26	40
UH-CN-1560	Wb - F/P/S Cap Pier 2	25	26-Aug-26	02-Oct-26	40
UH-CN-1565	Wb - Cure Cap Pier 2	2	02-Oct-26	04-Oct-26	64
Pier 3					
NF-M5-1160	Wb - Demo Pier 3	10	02-Apr-26	16-Apr-26	151
UH-CN-1570	Wb - Excavate/Cofferdam/backfill Pier 3	50	02-Apr-26	16-Jun-26	28
UH-CN-1575	Wb - F/P/S Footing Pier 3	20	17-Jun-26	16-Jul-26	28
UH-CN-1755	Wb - F/P/S Column Lift #1 Pier 3	1	17-Jul-26	17-Jul-26	28
UH-CN-1760	Wb - F/P/S Column Lift #2 Pier 3	1	20-Jul-26	20-Jul-26	28
UH-CN-1580	Wb - F/P/S Column Lift #3 Pier 3	25	21-Jul-26	27-Aug-26	28
UH-CN-1585	Wb - F/P/S Cap Pier 3	35	28-Aug-26	22-Oct-26	28
UH-CN-1590	Wb - Cure Cap Pier 3	2	22-Oct-26	24-Oct-26	44
Abutment & Wing Walls 2					
UH-CN-1425	Wb - Demo Abut 2	15	02-Apr-26	23-Apr-26	150
UH-CN-1485	Wb - Excavate Abut 2	75	24-Apr-26	17-Aug-26	150
UH-CN-1490	Wb - F/P/S Footing Abut 2	15	18-Aug-26	09-Sep-26	150
UH-CN-1495	Wb - F/P/S Abut/Walls - Abut 2	35	10-Sep-26	09-Nov-26	150
UH-CN-1500	Wb - Abutment 2 Cure	2	03-Nov-26	05-Nov-26	243
UH-CN-1505	Wb - Backfill Abut 2 And Walls	5	06-Nov-26	13-Nov-26	149
UH-CN-1510	Wb - F/P Approach Sbb Abut 2	10	16-Nov-26	01-Dec-26	149
Girders					
UH-CN-1595	Wb - Beam Erection	50	23-Nov-26	16-Feb-27	9
Deck					
UH-CN-1600	Wb - Set Deck Pans/Overhead Jacks	30	17-Feb-27	02-Apr-27	9
UH-CN-1605	Wb - Pour Diaphragm/Deck	35	05-Apr-27	21-May-27	10
UH-CN-1610	Wb - Cure Deck	21	21-May-27	11-Jun-27	17

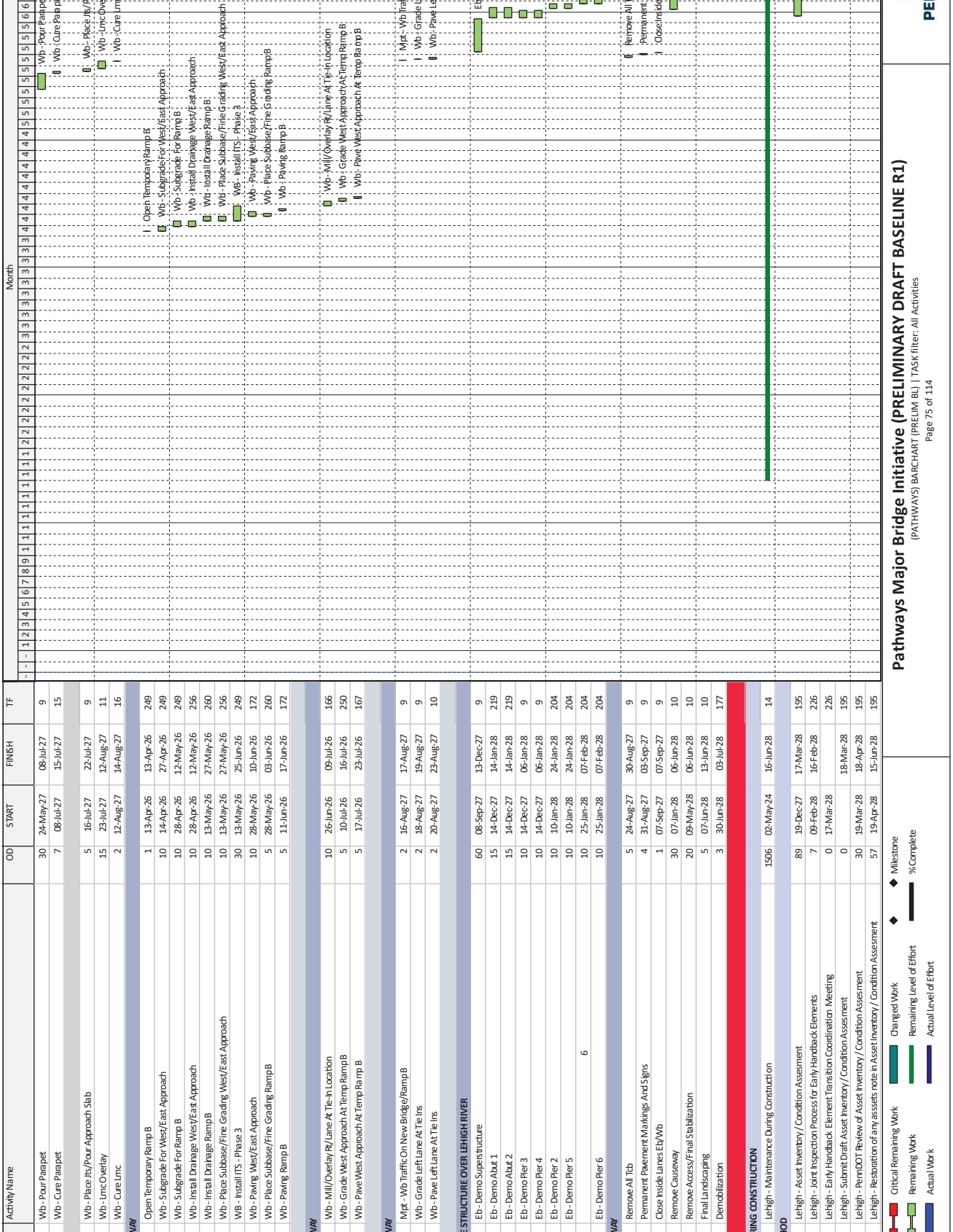
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■ Critical Remaining Work
■ Remaining Work
■ Actual Work

◆ Milestone
◆ % Complete
◆ Actual Level of Effort

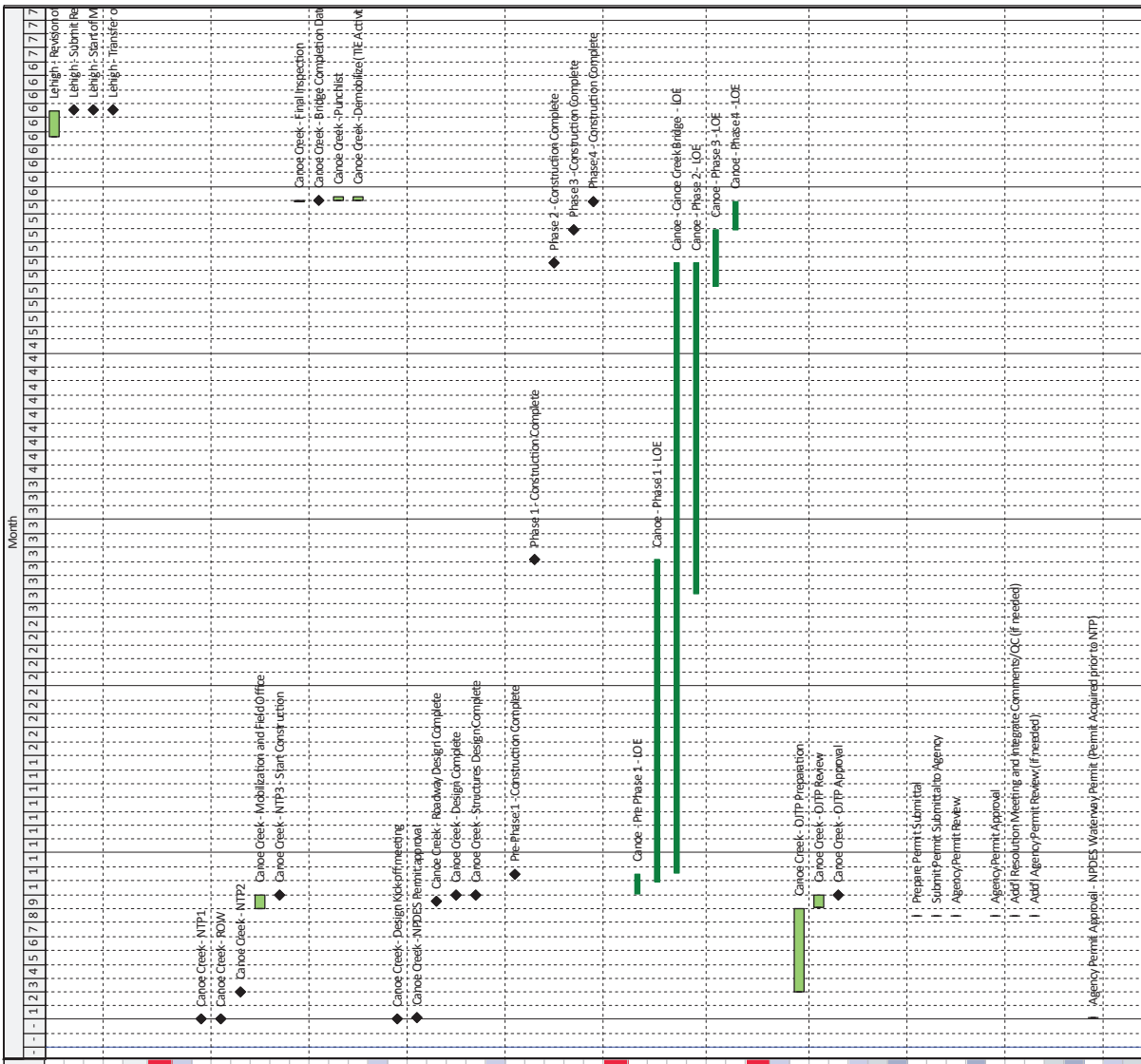


Activity ID	Activity Name	OD	START	FINISH	TF
UH-CN-1615	Wb - Pour Paapet	30	24-May-27	08-Jul-27	9
UH-CN-1620	Wb - Cure Paapet	7	08-Jul-27	15-Jul-27	15
Finishes					
UH-CN-1625	Wb - Place Jts/Pour Approach Slab	5	16-Jul-27	22-Jul-27	9
UH-CN-1660	Wb - Junc Overlay	15	23-Jul-27	12-Aug-27	11
UH-CN-1635	Wb - Cure Junc	2	12-Aug-27	14-Aug-27	16
PHASE 3 - ROADWAY					
UH-CN-1115	Open Temporary Ramp B	1	13-Apr-26	13-Apr-26	249
UH-CN-1120	Wb - Subgrade For West/East Approach	10	14-Apr-26	27-Apr-26	249
UH-CN-1125	Wb - Subgrade For Ramp B	10	28-Apr-26	12-May-26	249
UH-CN-1785	Wb - Install Drainage West/East Approach	10	28-Apr-26	12-May-26	256
UH-CN-1790	Wb - Install Drainage Ramp B	10	13-May-26	27-May-26	260
UH-CN-1820	Wb - Place Subbase/Fine Grading West/East Approach	10	13-May-26	27-May-26	256
UH-CN-1126	Wb - Install ITS - Phase 3	30	13-May-26	10-Jun-26	249
UH-CN-1130	Wb - Paving West/East Approach	10	28-May-26	25-Jun-26	172
UH-CN-1825	Wb - Place Subbase/Fine Grading Ramp B	5	28-May-26	08-Jun-26	260
UH-CN-1135	Wb - Paving Ramp B	5	11-Jun-26	17-Jun-26	172
PHASE 4 - ROADWAY					
UH-CN-1140	Wb - Mill/Overlay R/Lane At Tie-In Location	10	26-Jun-26	09-Jul-26	166
UH-CN-1145	Wb - Grade West Approach At Temp Ramp B	5	10-Jul-26	16-Jul-26	250
UH-CN-1150	Wb - Pave West Approach At Temp Ramp B	5	17-Jul-26	23-Jul-26	167
PHASE 5 - ROADWAY					
UH-CN-1155	Mix - Wb Traffic On New Bridge/Ramp B	2	16-Aug-27	17-Aug-27	9
UH-CN-1160	Wb - Grade Left Lane At Tie Ins	2	18-Aug-27	19-Aug-27	9
UH-CN-1165	Wb - Pave Left Lane At Tie Ins	2	20-Aug-27	23-Aug-27	10
PHASE 6 - BRIDGE STRUCTURE OVER LEHIGH RIVER					
UH-CN-1640	Eb - Demo Superstructure	60	08-Sep-27	15-Dec-27	9
UH-CN-1645	Eb - Demo Abut 1	15	14-Dec-27	14-Jan-28	219
UH-CN-1650	Eb - Demo Abut 2	15	14-Dec-27	14-Jan-28	219
UH-CN-1655	Eb - Demo Pier 3	10	14-Dec-27	05-Jan-28	9
UH-CN-1670	Eb - Demo Pier 4	10	14-Dec-27	05-Jan-28	9
UH-CN-1660	Eb - Demo Pier 2	10	10-Jan-28	24-Jan-28	204
UH-CN-1675	Eb - Demo Pier 5	10	10-Jan-28	24-Jan-28	204
UH-CN-1655	Eb - Demo Pier 6	10	25-Jan-28	07-Feb-28	204
UH-CN-1680	Eb - Demo Pier 6	10	25-Jan-28	07-Feb-28	204
PHASE 6 - ROADWAY					
UH-CN-1170	Remove All Ttb	5	24-Aug-27	30-Aug-27	9
UH-CN-1175	Permanent Pavement Markings And Signs	4	31-Aug-27	03-Sep-27	9
UH-CN-1180	Close Inside Lanes Eb/Wb	1	07-Sep-27	07-Sep-27	9
UH-CN-1185	Remove Causeway	30	07-Jan-28	06-Jun-28	10
UH-CN-1190	Remove Access/Final Stabilization	20	09-May-28	05-Jun-28	10
UH-CN-1195	Final Landscaping	5	07-Jun-28	13-Jun-28	10
UH-CN-1705	Demobilization	3	30-Jun-28	03-Jul-28	177
MAINTENANCE					
MAINTENANCE DURING CONSTRUCTION					
UH-MTC-1020	Lehigh - Maintenance During Construction	1506	02-May-24	16-Jun-28	14
MAINTENANCE PERIOD					
UH-MT-1010	Lehigh - Asset Inventory / Condition Assessment	89	19-Dec-27	17-Mar-28	195
UH-MT-1000	Lehigh - Joint Inspection Process For Early Handback Elements	7	09-Feb-28	16-Feb-28	226
UH-MT-1020	Lehigh - Early Handback Element Transition Coordination Meeting	0	17-Mar-28		226
UH-MT-1030	Lehigh - Submit Draft Asset Inventory / Condition Assessment	0	18-Mar-28		195
UH-MT-1040	Lehigh - PennDOT Review of Asset Inventory / Condition Assessment	30	19-Mar-28	18-Apr-28	195
UH-MT-1060	Lehigh - Restoration of any assets not in Asset Inventory / Condition Assessment	57	19-Apr-28	15-Jun-28	195

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■ Critical Remaining Work
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◆ Changed Work
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◆ Actual Level of Effort
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Activity ID	Activity Name	OD	START	FINISH	TF
UH-MT-1060	Leigh - Revision of Asset Inventory / Condition Assessment based on Field Work	56	20-Apr-28	15-Jun-28	195
UH-MT-1070	Leigh - Submit Revised Asset Inventory / Condition Assessment	0	15-Jun-28	15-Jun-28	194
UH-MT-1080	Leigh - Start of Maintenance Period Scope for individual bridge	0	17-Jun-28	193	193
UH-MT-1090	Leigh - Transfer of Early Handback Elements for individual bridge	0	17-Jun-28	193	193
CANOE CREEK					
CONTRACT ADMINISTRATION					
CONTRACT MILESTONES					
CC-MS-1000	Canoe Creek - NTP1	0	31-Dec-22		2
CC-MS-1005	Canoe Creek - ROW	0		31-Dec-22	278
CC-MS-7730	Canoe Creek - NTP2	0	01-Mar-23		6
CC-MS-1010	Canoe Creek - Mobilization and Field Office	30	31-Aug-23	30-Sep-23	6
CC-MS-7740	Canoe Creek - NTP3 - Start Construction	0	30-Sep-23		6
CC-AD-2000	Canoe Creek - Final Inspection	3	28-Nov-27	30-Nov-27	213
CC-MS-1020	Canoe Creek - Bridge Completion Date	0		30-Nov-27	213
CC-AD-2010	Canoe Creek - Pundlist	10	01-Dec-27	10-Dec-27	383
CC-AD-2020	Canoe Creek - Demobilize (TIE Activity with the team)	10	01-Dec-27	10-Dec-27	383
DESIGN MILESTONES					
CC-MS-3415	Canoe Creek - Design Kickoff meeting	0	31-Dec-22		7
CC-MS-3435	Canoe Creek - NPDES Permit approval	0	04-Jan-23	275	275
CC-MS-3420	Canoe Creek - Roadway Design Complete	0	16-Sep-23	20	20
CC-MS-3430	Canoe Creek - Design Complete	0	30-Sep-23	6	6
CC-MS-3425	Canoe Creek - Structures Design Complete	0	30-Sep-23	6	6
CONSTRUCTION MILESTONES					
CC-MS-7745	Pre-Phase 1 - Construction Complete	0	15-Nov-23	1689	1689
CC-MS-2000	Phase 1 - Construction Complete	0	06-Oct-25	998	998
CC-MS-2010	Phase 2 - Construction Complete	0	16-Jul-27	350	350
CC-MS-2020	Phase 3 - Construction Complete	0	27-Sep-27	277	277
CC-MS-2030	Phase 4 - Construction Complete	0	29-Nov-27	213	213
EXECUTIVE SUMMARY & MILESTONES					
CC-ES-1000	Canoe - Pre Phase 1 - LOE	44	02-Oct-23	15-Nov-23	5
CC-ES-1010	Canoe - Phase 1 - LOE	707	30-Oct-23	06-Oct-25	998
CC-ES-1050	Canoe - Canoe Creek Bridge - LOE	1377	17-Nov-23	16-Jul-27	350
CC-ES-1020	Canoe - Phase 2 - LOE	725	21-Jul-25	16-Jul-27	350
CC-ES-1030	Canoe - Phase 3 - LOE	123	27-May-27	27-Sep-27	217
CC-ES-1040	Canoe - Phase 4 - LOE	62	28-Sep-27	29-Nov-27	212
ADMINISTRATION					
FROM NTP2 TO NTP3					
CC-OW-1180	Canoe Creek - O/TTP Preparation	133	01-Mar-23	01-Sep-23	4
CC-OW-1190	Canoe Creek - O/TTP Review	20	04-Sep-23	29-Sep-23	4
CC-OW-1200	Canoe Creek - O/TTP Approval	0		29-Sep-23	4
PERMITS					
Additional Permitting (if needed due to permit modification)					
Initial Permit Application					
CC-PF-6760	Prepare Permit Submission	0	16-Aug-23	16-Aug-23	36
CC-PF-6770	Submit Permit Submission to Agency	0	16-Aug-23	16-Aug-23	36
CC-PF-6780	Agency Permit Review	0	16-Aug-23	16-Aug-23	36
Permit Issuance					
CC-PF-6790	Agency Permit Approval	0	16-Aug-23	16-Aug-23	36
CC-PF-6800	Add Resolution Meeting and Integrate Comments/OC (if needed)	0	16-Aug-23	16-Aug-23	36
CC-PF-6810	Add Agency Permit Review (if needed)	0	16-Aug-23	16-Aug-23	36
NPDES Permit					
Permit Issuance					
CC-PF-6580	Agency Permit Approval - NPDES Waterway Permit (Permit Acquired prior to NTP)	1	03-Jan-23	03-Jan-23	194
PROJECT SUBMITTALS					
Prepare/Submit					

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Activity ID	Activity Name	OD	START	FINISH	TF	Month
CG-S1-7780	Prepare/Submit - E&S Plan	20	01-Mar-23	20-Mar-23	162	
CG-S1-1005	Prepare/Submit - BACR	60	12-May-23	11-Jul-23	6	
CG-S1-7750	Prepare/Submit - Demolition Plan	20	30-Sep-23	19-Oct-23	684	
CG-S1-7760	Prepare/Submit - Pile Driving Plan	20	30-Sep-23	19-Oct-23	122	
CG-S1-7770	Prepare/Submit - Beam erection Plan	20	30-Sep-23	19-Oct-23	274	
CG-S1-7790	Prepare/Submit - Temp Shoring Plan	20	30-Sep-23	19-Oct-23	129	
CG-S1-7800	Prepare/Submit - Bridge Deck Placement Plan	20	30-Sep-23	19-Oct-23	505	
CG-S1-8080	Prepare/Submit - Caisson Drilling	20	30-Sep-23	19-Oct-23	170	
Review/Approve						
CG-S1-7840	Review/Approve - E&S Plan	21	20-Mar-23	09-Apr-23	162	
CG-S1-1015	Review/Approve - BACR	21	11-Jul-23	01-Aug-23	6	
CG-S1-7810	Review/Approve - Demolition Plan	21	19-Oct-23	08-Nov-23	684	
CG-S1-7820	Review/Approve - Pile Driving Plan	21	19-Oct-23	08-Nov-23	122	
CG-S1-7830	Review/Approve - Beam erection Plan	21	19-Oct-23	08-Nov-23	274	
CG-S1-7850	Review/Approve - Temp Shoring Plan	21	19-Oct-23	08-Nov-23	129	
CG-S1-7860	Review/Approve - Bridge Deck Placement Plan	21	19-Oct-23	08-Nov-23	505	
CG-S1-8090	Review/Approve - Caisson Drilling	21	19-Oct-23	08-Nov-23	170	
Prepare/Re-Submit						
CG-S1-7900	Prepare/Re-Submit - E&S Plan	10	09-Apr-23	19-Apr-23	162	
CG-S1-7870	Prepare/Re-Submit - Demolition Plan	10	08-Nov-23	18-Nov-23	684	
CG-S1-7880	Prepare/Re-Submit - Pile Driving Plan	10	08-Nov-23	18-Nov-23	122	
CG-S1-7890	Prepare/Re-Submit - Beam erection Plan	10	08-Nov-23	18-Nov-23	274	
CG-S1-7910	Prepare/Re-Submit - Temp Shoring Plan	10	08-Nov-23	18-Nov-23	129	
CG-S1-7920	Prepare/Re-Submit - Bridge Deck Placement Plan	10	08-Nov-23	18-Nov-23	505	
CG-S1-8100	Prepare/Re-Submit - Caisson Drilling	10	08-Nov-23	18-Nov-23	170	
Review/Approve Re-submittal						
CG-S1-7960	Review/Approve Re-submittal - E&S Plan	14	19-Apr-23	02-May-23	162	
CG-S1-7930	Review/Approve Re-submittal - Demolition Plan	14	18-Nov-23	01-Dec-23	684	
CG-S1-7940	Review/Approve Re-submittal - Pile Driving Plan	14	18-Nov-23	01-Dec-23	122	
CG-S1-7950	Review/Approve Re-submittal - Beam Erection Plan	14	18-Nov-23	01-Dec-23	274	
CG-S1-7970	Review/Approve Re-submittal - Temp Shoring Plan	14	18-Nov-23	01-Dec-23	129	
CG-S1-7980	Review/Approve Re-submittal - Bridge Deck Placement Plan	14	18-Nov-23	01-Dec-23	505	
CG-S1-8110	Review/Approve Re-submittal - Caisson Drilling	14	18-Nov-23	01-Dec-23	170	
ROW						
CG-RO-1060	Project ROW Acquisition	61	01-Nov-22	31-Dec-22	278	
DESIGN						
DESIGN SUMMARY						
CC-DS-5720	Design - Notice to Proceed (NTP)	0	03-Jan-23		4	
CC-DS-7530	Site A1-180 Canoe Creek - Roadway Design Complete	0		15-Sep-23	14	
CC-DS-5730	Site A1-180 Canoe Creek - Design Package Complete	0		29-Sep-23	4	
CC-DS-7540	Site A1-180 Canoe Creek - All Structures Design Complete	0		29-Sep-23	4	
DESIGN SUPPORT						
Site Exploration						
SURVEY (SUPPLEMENTAL)						
CC-DS-5590	Site Mobilization	3	03-Jan-23	05-Jan-23	126	
CC-DS-5600	Perform Site Survey	60	06-Jan-23	30-Mar-23	126	
CC-DS-5610	Prepare Survey Report	5	31-Mar-23	06-Apr-23	126	
CC-DS-5620	Submit Survey Report (Internal Only)	1	07-Apr-23	07-Apr-23	126	
Geotech Exploration						
SEPS						
CC-DS-6710	Prepare and Submit SEPS (Subsurface Exploration Planning Submission) Report	30	03-Jan-23	13-Feb-23	37	
CC-DS-6690	Agency Review SEPS (Subsurface Exploration Planning Submission) Report	10	14-Feb-23	27-Feb-23	37	
CC-DS-6700	Agency Approval SEPS (Subsurface Exploration Planning Submission) Report	1	28-Feb-23	28-Feb-23	37	
Geotech Exploration Report						
CC-DS-5630	Site Mobilization	3	01-Mar-23	03-Mar-23	37	

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Activity ID	Activity Name	OD	START	FINISH	TF
CC-DS-5640	Perform Geotech Exploration / Testing	30	06-Mar-23	14-Apr-23	37
CC-DS-5650	Prepare Geotech Exploration Report	5	17-Apr-23	21-Apr-23	37
CC-DS-5660	Submit Geotech Exploration Report	1	24-Apr-23	24-Apr-23	37
CC-DS-5670	Review/Approval of Geotech Exploration Report	5	25-Apr-23	01-May-23	37
H & H (Hydrologic and Hydraulic)					
CC-DS-5680	Prepare H & H Report Submittal	30	03-Jan-23	13-Feb-23	153
CC-DS-5690	Submit H & H Report Submittal to Agency	1	14-Feb-23	14-Feb-23	153
CC-DS-5700	Agency H & H Report Review	10	15-Feb-23	28-Feb-23	153
CC-DS-5710	Agency H & H Report Approval	1	01-Mar-23	01-Mar-23	153
Resiliency Report					
Initial					
CC-DS-6720	Prepare Resiliency Report Submittal	40	03-Jan-23	27-Feb-23	121
CC-DS-6730	Submit Resiliency Report Submittal to Agency	1	28-Feb-23	28-Feb-23	121
CC-DS-6740	Agency Resiliency Report Review	10	01-Mar-23	14-Mar-23	121
Approval					
CC-DS-7550	Add/Resolution Meeting and Integrate Comments/QC (if needed)	10	15-Mar-23	28-Mar-23	121
CC-DS-7560	Add Agency Permit Review (if needed)	10	29-Mar-23	11-Apr-23	121
CC-DS-6750	Agency Resiliency Report Approval	1	12-Apr-23	12-Apr-23	121
ROADWAY DESIGN PACKAGE					
ROADWAY					
Field View Plans - 60% Construction Plans					
CC-DS-5440	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	14
CC-DS-5450	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	14
CC-DS-5460	Integrate Comments into Design / QC - Field View Plans	5	28-Feb-23	06-Mar-23	14
CC-DS-5470	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	14
CC-DS-5480	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	14
CC-DS-5740	PermitDOT Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	14
Pre-Final Plans - 90% Construction Plans					
CC-DS-5490	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	14
CC-DS-5500	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	14
CC-DS-5510	IR/CR/PR Review - Pre-Final Plans	3	09-Jul-23	06-Jul-23	14
CC-DS-5520	Integrate Comments into Design / QC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	14
CC-DS-5530	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	14
CC-DS-5540	Submit Final Design - Pre-Final Plans	1	19-Jul-23	18-Jul-23	14
CC-DS-5750	PermitDOT Review and Comment - Pre-Final Plans	20	19-Jul-23	15-Aug-23	14
RFC Plans - 100% Construction Plans					
CC-DS-5550	Resolution Meeting and Integrate Comments/QC - RFC Plans	5	16-Aug-23	22-Aug-23	14
CC-DS-5560	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	14
CC-DS-5570	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	14
TRAFIC					
Field View Plans - 60% Construction Plans					
CC-DS-7570	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	14
CC-DS-7580	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	14
CC-DS-7590	Integrate Comments into Design / QC - Field View Plans	5	28-Feb-23	06-Mar-23	14
CC-DS-7600	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	14
CC-DS-7610	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	14
CC-DS-7710	PermitDOT Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	14
Pre-Final Plans - 90% Construction Plans					
CC-DS-7620	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	14
CC-DS-7630	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	14
CC-DS-7640	IR/CR/PR Review - Pre-Final Plans	3	09-Jul-23	06-Jul-23	14
CC-DS-7650	Integrate Comments into Design / QC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	14
CC-DS-7660	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	14
CC-DS-7670	Submit Final Design - Pre-Final Plans	1	19-Jul-23	18-Jul-23	14
CC-DS-7720	PermitDOT Review and Comment - Pre-Final Plans	20	19-Jul-23	15-Aug-23	14
RFC Plans - 100% Construction Plans					

Start: 01-Nov-22
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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■ Critical Remaining Work ■ Changed Work ◆ Milestone
■ Remaining Work ■ Actual Level of Effort ■ % Complete
■ Actual Work ■ Remaining Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
CC-D5-7680	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	16-Aug-23	22-Aug-23	14	
CC-D5-7690	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	14	
CC-D5-7700	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	14	
Geotech - ROADWAY DESIGN PACKAGE						
Field View Plans - 60% Construction Plans						
CC-D5-5760	Prepare Field View Plans - Field View Plans	35	03-Jan-23	20-Feb-23	14	
CC-D5-5770	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	14	
CC-D5-5780	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	14	
CC-D5-5790	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	14	
CC-D5-5800	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	14	
CC-D5-5870	PermitDOT Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	14	
Final Plans - 100% Construction Plans						
CC-D5-5810	Comment Resolution Meeting/Integrate Comments - Final Plans	5	31-Mar-23	06-Apr-23	14	
CC-D5-5820	Prepare - Final Plans	60	07-Apr-23	30-Jun-23	14	
CC-D5-5830	IR/CR/PR Review - Final Plans	3	03-Jul-23	05-Jul-23	14	
CC-D5-5840	Integrate Comments into Design / OC - Final Plans	5	07-Jul-23	13-Jul-23	14	
CC-D5-5850	QA Review and Certification - Final Plans	2	14-Jul-23	17-Jul-23	14	
CC-D5-5860	Submit - Final Plans	1	18-Jul-23	18-Jul-23	14	
CC-D5-5880	PermitDOT Review / Approve - Final Plans	20	19-Jul-23	15-Aug-23	14	
ESC (Erosion and Sediment Control)						
Field View Plans - 60% Construction Plans						
CC-D5-5900	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	14	
CC-D5-5910	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	14	
CC-D5-5920	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	14	
CC-D5-5930	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	14	
CC-D5-5940	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	14	
CC-D5-6030	PermitDOT Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	14	
Pre-Final Plans - 90% Construction Plans						
CC-D5-5940	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	14	
CC-D5-5950	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	14	
CC-D5-5960	IR/CR/PR Review - Pre-Final Plans	3	03-Jul-23	05-Jul-23	14	
CC-D5-5970	Integrate Comments into Design / OC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	14	
CC-D5-5980	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	14	
CC-D5-5990	Submit Final Design - Pre-Final Plans	1	18-Jul-23	18-Jul-23	14	
CC-D5-6040	PermitDOT Review and Comment - Pre-Final Plans	20	19-Jul-23	15-Aug-23	14	
RFC Plans - 100% Construction Plans						
CC-D5-6000	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	16-Aug-23	22-Aug-23	14	
CC-D5-6010	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	14	
CC-D5-6020	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	14	
PC Stormwater Management / Drainage						
Field View Plans - 60% Construction Plans						
CC-D5-6050	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	14	
CC-D5-6060	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	14	
CC-D5-6070	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	14	
CC-D5-6080	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	14	
CC-D5-6090	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	14	
CC-D5-6190	PermitDOT Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	14	
Pre-Final Plans - 90% Construction Plans						
CC-D5-6100	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	14	
CC-D5-6110	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	14	
CC-D5-6120	IR/CR/PR Review - Pre-Final Plans	3	03-Jul-23	05-Jul-23	14	
CC-D5-6130	Integrate Comments into Design / OC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	14	
CC-D5-6140	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	14	
CC-D5-6150	Submit Final Design - Pre-Final Plans	1	18-Jul-23	18-Jul-23	14	
CC-D5-6200	PermitDOT Review and Comment - Pre-Final Plans	20	19-Jul-23	15-Aug-23	14	

Start: 01-Nov-22
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Data: 01-Nov-22
Run: 04-Nov-22

Legend:

- Critical Remaining Work
- Changed Work
- Remaining Work
- Actual Work

◆ Milestone
▬ % Complete
▬ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Activity ID	Activity Name	OD	START	FINISH	TF	Month																			
CC-D5-6160	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	16-Aug-23	22-Aug-23	14																				
CC-D5-6170	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	14																				
CC-D5-6180	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	14																				
STREAM MITIGATION PLAN																									
Field View Plans - 60% Construction Plans																									
CC-D5-6370	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	14																				
CC-D5-6380	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	14																				
CC-D5-6390	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	14																				
CC-D5-6400	QA Review and Certification - Field View Plans	2	07-Mar-23	09-Mar-23	14																				
CC-D5-6410	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	14																				
CC-D5-6510	Permit/DOE Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	14																				
Pre-Final Plans - 90% Construction Plans																									
CC-D5-6420	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	14																				
CC-D5-6430	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	14																				
CC-D5-6440	IR/CR/PR Review - Pre-Final Plans	3	09-Jul-23	06-Jul-23	14																				
CC-D5-6450	Integrate Comments into Design / OC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	14																				
CC-D5-6460	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	14																				
CC-D5-6470	Submit Final Design - Pre-Final Plans	1	18-Jul-23	18-Jul-23	14																				
CC-D5-6520	Permit/DOE Review and Comment - Pre-Final Plans	20	19-Jul-23	15-Aug-23	14																				
RFC Plans - 100% Construction Plans																									
CC-D5-6480	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	16-Aug-23	22-Aug-23	14																				
CC-D5-6490	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	14																				
CC-D5-6500	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	14																				
Environmental																									
Field View Plans - 60% Construction Plans																									
CC-D5-6210	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	14																				
CC-D5-6220	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	14																				
CC-D5-6230	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	14																				
CC-D5-6240	QA Review and Certification - Field View Plans	2	07-Mar-23	09-Mar-23	14																				
CC-D5-6250	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	14																				
CC-D5-6350	Permit/DOE Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	14																				
Pre-Final Plans - 90% Construction Plans																									
CC-D5-6260	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	14																				
CC-D5-6270	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	14																				
CC-D5-6280	IR/CR/PR Review - Pre-Final Plans	3	09-Jul-23	06-Jul-23	14																				
CC-D5-6290	Integrate Comments into Design / OC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	14																				
CC-D5-6300	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	14																				
CC-D5-6310	Submit Final Design - Pre-Final Plans	1	18-Jul-23	18-Jul-23	14																				
CC-D5-6360	Permit/DOE Review and Comment - Pre-Final Plans	20	19-Jul-23	15-Aug-23	14																				
RFC Plans - 100% Construction Plans																									
CC-D5-6320	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	16-Aug-23	22-Aug-23	14																				
CC-D5-6330	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	14																				
CC-D5-6340	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	14																				
STRUCTURAL DESIGN PACKAGE																									
STRUCTURE - I-80 EB OVER CANOE CREEK S-39578																									
GEOTECH (STRUCTURAL DESIGN PACKAGE)																									
Field View Plans - 60% Construction Plans																									
CC-D5-6820	Prepare Field View Plans - Field View Plans	35	03-Jan-23	20-Feb-23	29																				
CC-D5-6830	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	29																				
CC-D5-6840	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	29																				
CC-D5-6850	QA Review and Certification - Field View Plans	2	07-Mar-23	09-Mar-23	29																				
CC-D5-6860	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	29																				
CC-D5-6930	Permit/DOE Review and Comment - Field View Plans	10	10-Mar-23	23-Mar-23	29																				
Final Plans - 100% Construction Plans																									
CC-D5-6870	Comment Resolution Meeting/Integrate Comments - Final Plans	5	24-Mar-23	30-Mar-23	29																				
CC-D5-6880	Prepare - Final Plans	60	31-Mar-23	23-Jun-23	29																				

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
 % Complete
 Actual Level of Effort

Start: 01-Nov-22
 End: 27-Dec-28
 Data: 01-Nov-22
 Run: 04-Nov-22

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Activity ID	Activity Name	OD	START	FINISH	TF	Month
CC-D5-6900	IR/CR/PR Review - Final Plans	3	26-Jun-23	28-Jun-23	29	6
CC-D5-6900	Integrate Comments into Design / QC - Final Plans	5	29-Jun-23	06-Jul-23	29	7
CC-D5-6910	QA Review and Certification - Final Plans	2	07-Jul-23	10-Jul-23	29	8
CC-D5-6920	Submit - Final Plans	1	11-Jul-23	11-Jul-23	29	9
CC-D5-6940	PenDOT Review / Approve - Final Plans	10	12-Jul-23	25-Jul-23	29	10
STRUCTURE						
Field View Plans - 60% Construction Plans						
CC-D5-6530	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	4	1
CC-D5-6540	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	4	2
CC-D5-6550	Integrate Comments into Design / QC - Field View Plans	5	28-Feb-23	06-Mar-23	4	3
CC-D5-6560	QA Review and Certification - Field View Plans	2	07-Mar-23	09-Mar-23	4	4
CC-D5-6570	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	4	5
CC-D5-6570	PenDOT Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	4	6
Pre-Final Plans - 90% Construction Plans						
CC-D5-6580	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	4	7
CC-D5-6590	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	4	8
CC-D5-6600	IR/CR/PR Review - Pre-Final Plans	3	09-Jul-23	06-Jul-23	4	9
CC-D5-6610	Integrate Comments into Design / QC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	4	10
CC-D5-6620	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	4	11
CC-D5-6630	Submit Final Design - Pre-Final Plans	1	19-Jul-23	18-Jul-23	4	12
CC-D5-6680	PenDOT Review and Comment - Pre-Final Plans	30	19-Jul-23	29-Aug-23	4	13
RFI Plans - 100% Construction Plans						
CC-D5-6640	Resolution Meeting and Integrate Comments / QC - RFI Plans	5	30-Aug-23	06-Sep-23	4	14
CC-D5-6650	QA Review and Certification - RFI Plans	15	07-Sep-23	27-Sep-23	4	15
CC-D5-6660	Issue - RFI Plans	2	28-Sep-23	29-Sep-23	4	16
STRUCTURE - 180 MB OVER CANOE ONEKS-39577						
GEO TECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
CC-D5-7110	Prepare Field View Plans - Field View Plans	35	03-Jan-23	20-Feb-23	29	1
CC-D5-7120	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	29	2
CC-D5-7130	Integrate Comments into Design / QC - Field View Plans	5	28-Feb-23	06-Mar-23	29	3
CC-D5-7140	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	29	4
CC-D5-7150	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	29	5
CC-D5-7220	PenDOT Review and Comment - Field View Plans	10	10-Mar-23	23-Mar-23	29	6
RFI Plans - 100% Construction Plans						
CC-D5-7160	Comment Resolution Meeting/Integrate Comments - Final Plans	5	24-Mar-23	30-Mar-23	29	7
CC-D5-7170	Prepare - Final Plans	60	31-Mar-23	23-Jun-23	29	8
CC-D5-7180	IR/CR/PR Review - Final Plans	3	26-Jun-23	28-Jun-23	29	9
CC-D5-7190	Integrate Comments into Design / QC - Final Plans	5	29-Jun-23	06-Jul-23	29	10
CC-D5-7200	QA Review and Certification - Final Plans	2	07-Jul-23	10-Jul-23	29	11
CC-D5-7210	Submit - Final Plans	1	11-Jul-23	11-Jul-23	29	12
CC-D5-7230	PenDOT Review / Approve - Final Plans	10	12-Jul-23	25-Jul-23	29	13
STRUCTURE						
Field View Plans - 60% Construction Plans						
CC-D5-6950	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	4	1
CC-D5-6960	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	4	2
CC-D5-6970	Integrate Comments into Design / QC - Field View Plans	5	28-Feb-23	06-Mar-23	4	3
CC-D5-6980	QA Review and Certification - Field View Plans	2	07-Mar-23	09-Mar-23	4	4
CC-D5-7000	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	4	5
CC-D5-7090	PenDOT Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	4	6
Pre-Final Plans - 90% Construction Plans						
CC-D5-7000	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	4	7
CC-D5-7010	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	4	8
CC-D5-7020	IR/CR/PR Review - Pre-Final Plans	3	09-Jul-23	06-Jul-23	4	9
CC-D5-7030	Integrate Comments into Design / QC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	4	10
CC-D5-7040	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	4	11

Start: 01-Nov-22
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- Changed Work
- Critical Remaining Work
- Remaining Work
- Actual Work
- Milestone
- % Complete
- Remaining Level of Effort
- Actual Level of Effort

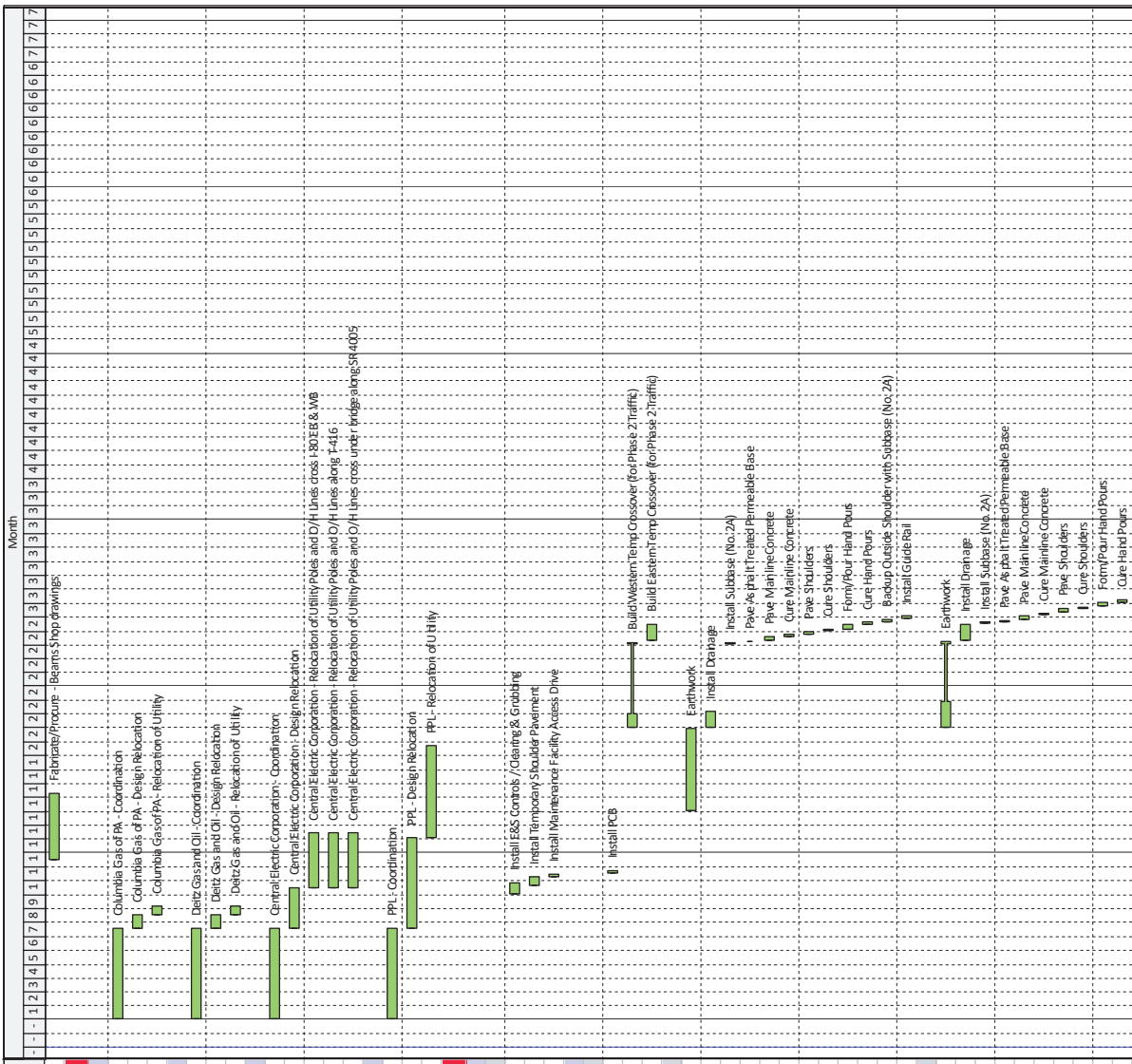
Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Activity ID	Activity Name	OD	START	FINISH	TF	Month
CC-DS-7050	Submit Final Design - Pre-Final Plans	1	18-Jul-23	18-Jul-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7100	Permit/Review and Comment - Pre-Final Plans	30	19-Jul-23	29-Aug-23	4	1 2 3 4 5 6 7 8 9 10 11 12
RFC Plans - 100% Construction Plans						
CC-DS-7060	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	30-Aug-23	06-Sep-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7070	QA Review and Certification - RFC Plans	15	07-Sep-23	27-Sep-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7080	Issue - RFC Plans	2	28-Sep-23	29-Sep-23	4	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE - THOMPSON HILL OUIVERT OVER UNMANNED TRIBUTARY TO CANOE CREEK 5-35667						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
CC-DS-7400	Prepare Field View Plans - Field View Plans	35	03-Jan-23	20-Feb-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7410	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7420	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7430	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7440	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7510	Permit/Review and Comment - Field View Plans	10	10-Mar-23	23-Mar-23	29	1 2 3 4 5 6 7 8 9 10 11 12
Final Plans - 100% Construction Plans						
CC-DS-7450	Comment Resolution Meeting/Integrate Comments - Final Plans	5	24-Mar-23	30-Mar-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7460	Prepare - Final Plans	60	31-Mar-23	23-Jun-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7470	IR/CR/PR Review - Final Plans	3	26-Jun-23	28-Jun-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7480	Integrate Comments into Design / OC - Final Plans	5	29-Jun-23	06-Jul-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7490	QA Review and Certification - Final Plans	2	07-Jul-23	10-Jul-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7500	Submit - Final Plans	1	11-Jul-23	11-Jul-23	29	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7520	Permit/Review / Approve - Final Plans	10	12-Jul-23	25-Jul-23	29	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE						
Field View Plans - 60% Construction Plans						
CC-DS-7240	Prepare - Field View Plans	35	03-Jan-23	20-Feb-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7250	IR/CR/PR Review - Field View Plans	5	21-Feb-23	27-Feb-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7260	Integrate Comments into Design / OC - Field View Plans	5	28-Feb-23	06-Mar-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7270	QA Review and Certification - Field View Plans	2	07-Mar-23	08-Mar-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7300	Submit - Field View Plans	1	09-Mar-23	09-Mar-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7380	Permit/Review and Comment - Field View Plans	15	10-Mar-23	30-Mar-23	4	1 2 3 4 5 6 7 8 9 10 11 12
Pre-Final Plans - 90% Construction Plans						
CC-DS-7290	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	31-Mar-23	06-Apr-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7300	Prepare - Pre-Final Plans	60	07-Apr-23	30-Jun-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7310	IR/CR/PR Review - Pre-Final Plans	3	03-Jun-23	06-Jul-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7320	Integrate Comments into Design / OC - Pre-Final Plans	5	07-Jul-23	13-Jul-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7330	QA Review and Certification - Pre-Final Plans	2	14-Jul-23	17-Jul-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7340	Submit Final Design - Pre-Final Plans	1	18-Jul-23	18-Jul-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7390	Permit/Review and Comment - Pre-Final Plans	30	19-Jul-23	29-Aug-23	4	1 2 3 4 5 6 7 8 9 10 11 12
RFC Plans - 100% Construction Plans						
CC-DS-7350	Resolution Meeting and Integrate Comments/OC - RFC Plans	5	30-Aug-23	06-Sep-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7360	QA Review and Certification - RFC Plans	15	07-Sep-23	27-Sep-23	4	1 2 3 4 5 6 7 8 9 10 11 12
CC-DS-7370	Issue - RFC Plans	2	28-Sep-23	29-Sep-23	4	1 2 3 4 5 6 7 8 9 10 11 12
MATERIAL FABRICATION & DELIVERY						
PROJECT SHOP DRAWINGS						
CC-PR-7990	Prepare/Submit - Beams Shop drawings	60	30-Sep-23	26-Nov-23	108	1 2 3 4 5 6 7 8 9 10 11 12
CC-PR-8000	Prepare/Submit - Bridge Bearings Shop drawings	30	30-Sep-23	28-Oct-23	238	1 2 3 4 5 6 7 8 9 10 11 12
CC-PR-8010	Prepare/Submit - Expansion Dams Shop	30	30-Sep-23	28-Oct-23	500	1 2 3 4 5 6 7 8 9 10 11 12
Review/Approve						
CC-PR-8030	Review/Approve - Bridge Bearings Shop drawings	21	29-Oct-23	18-Nov-23	238	1 2 3 4 5 6 7 8 9 10 11 12
CC-PR-8040	Review/Approve - Expansion Dams Shop	21	29-Oct-23	18-Nov-23	500	1 2 3 4 5 6 7 8 9 10 11 12
CC-PR-8020	Review/Approve - Beams Shop drawings	21	26-Nov-23	17-Dec-23	108	1 2 3 4 5 6 7 8 9 10 11 12
FABRICATION / DELIVERY						
CC-PR-8060	Fabricate/Procure - Bridge Bearings Shop drawings	50	18-Nov-23	05-Jan-24	238	1 2 3 4 5 6 7 8 9 10 11 12
CC-PR-8070	Fabricate/Procure - Expansion Dams Shop	100	18-Nov-23	22-Feb-24	500	1 2 3 4 5 6 7 8 9 10 11 12

Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

◆ Critical Remaining Work
◆ Milestone
◆ Changed Work
█ Remaining Level of Effort
█ Remaining Work
█ Actual Level of Effort
█ Actual Work

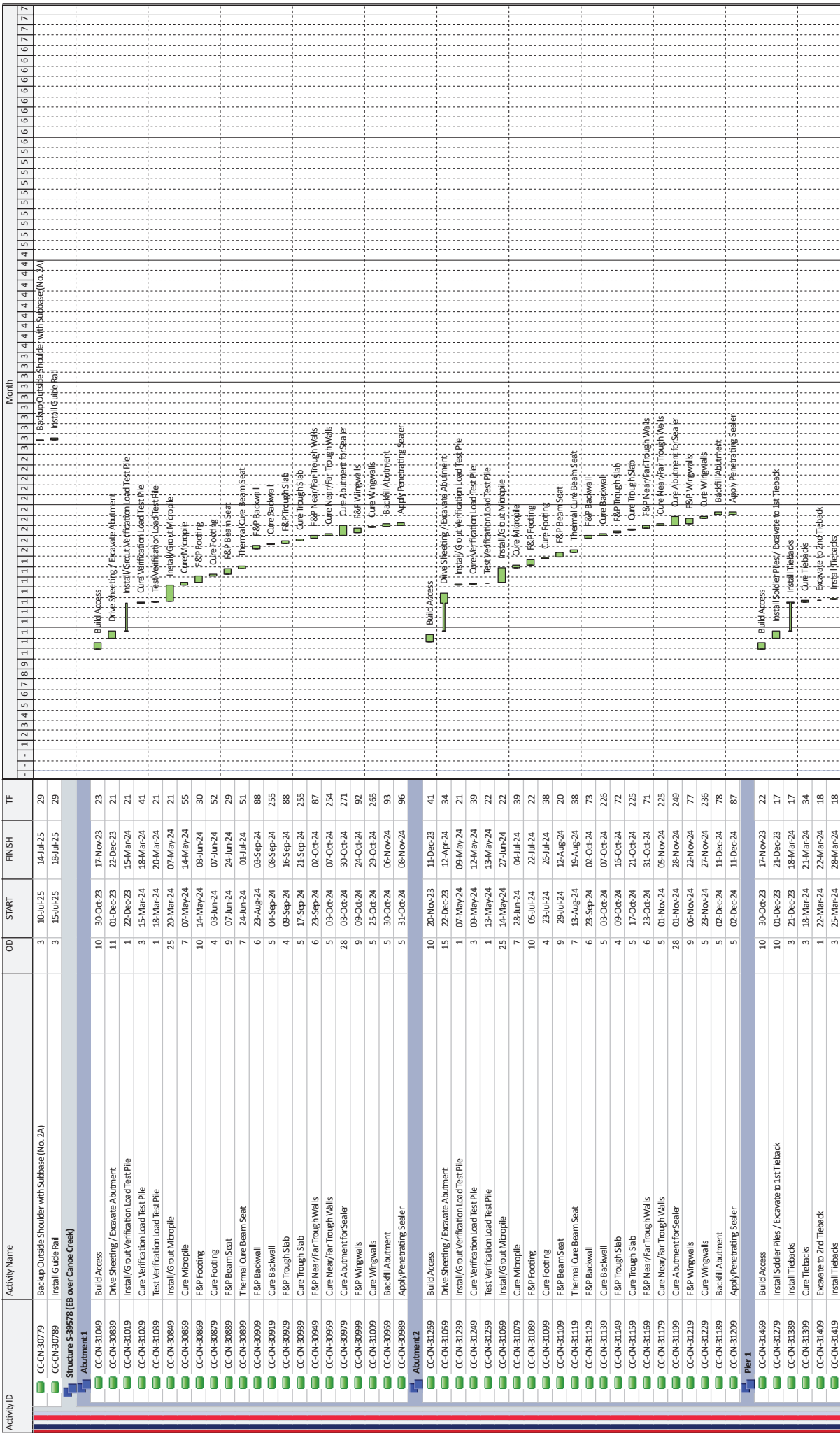


Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
 (PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Start: 01-Nov-22
 End: 27-Dec-28
 Data: 01-Nov-22
 Run: 04-Nov-22

■ Critical Remaining Work
■ Changed Work
■ Remaining Work
■ Actual Work
◆ Milestone
▬ Remaining Level of Effort
▬ Actual Level of Effort
▬ % Complete

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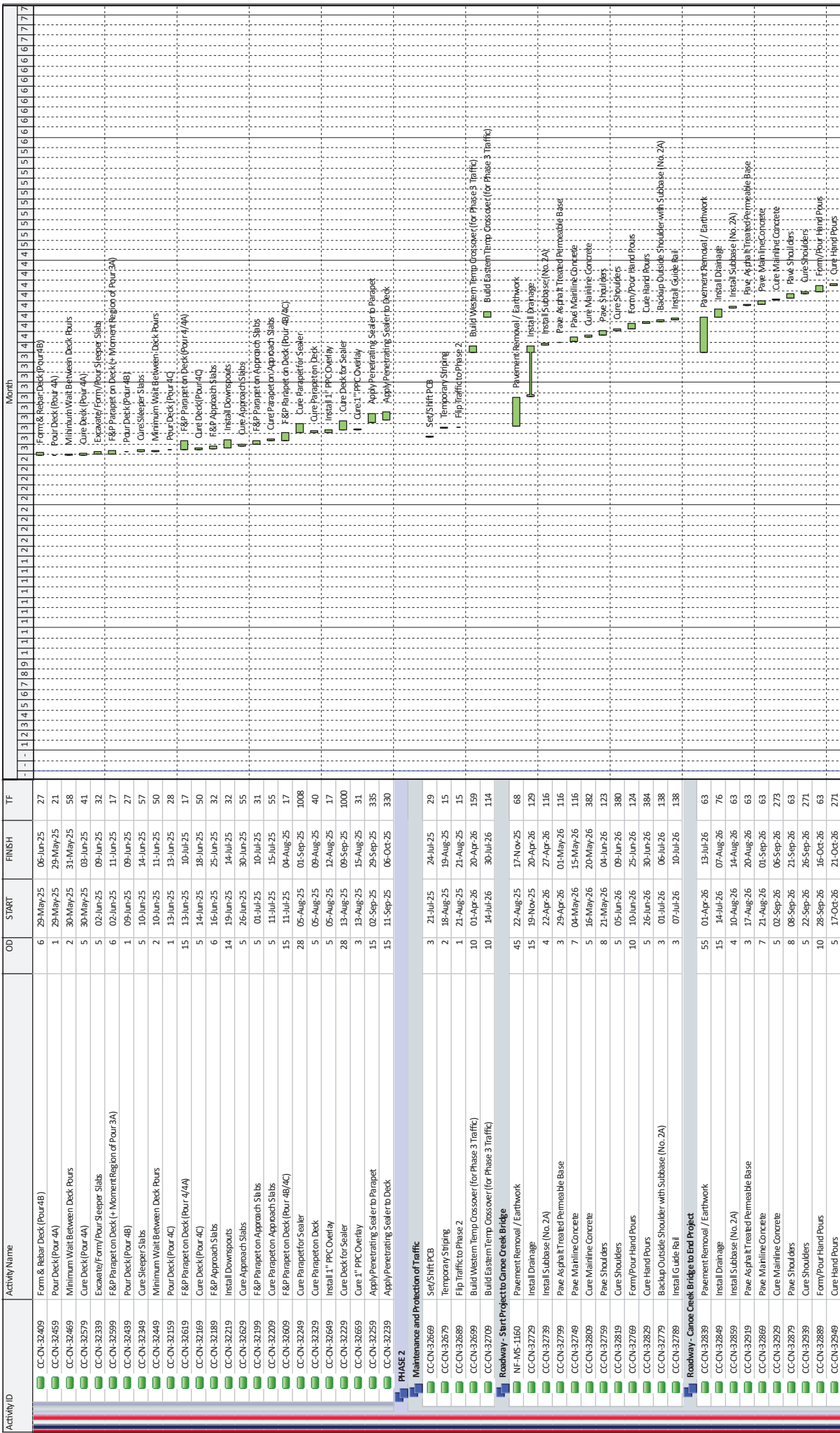


Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
 (PATHWAYS) BARCHART (PRELIM B) TASK filter: All Activities

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Start: 01-Nov-22
 End: 27-Dec-28
 Data: 01-Nov-22
 Run: 04-Nov-22

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ % Complete
◆ % Complete

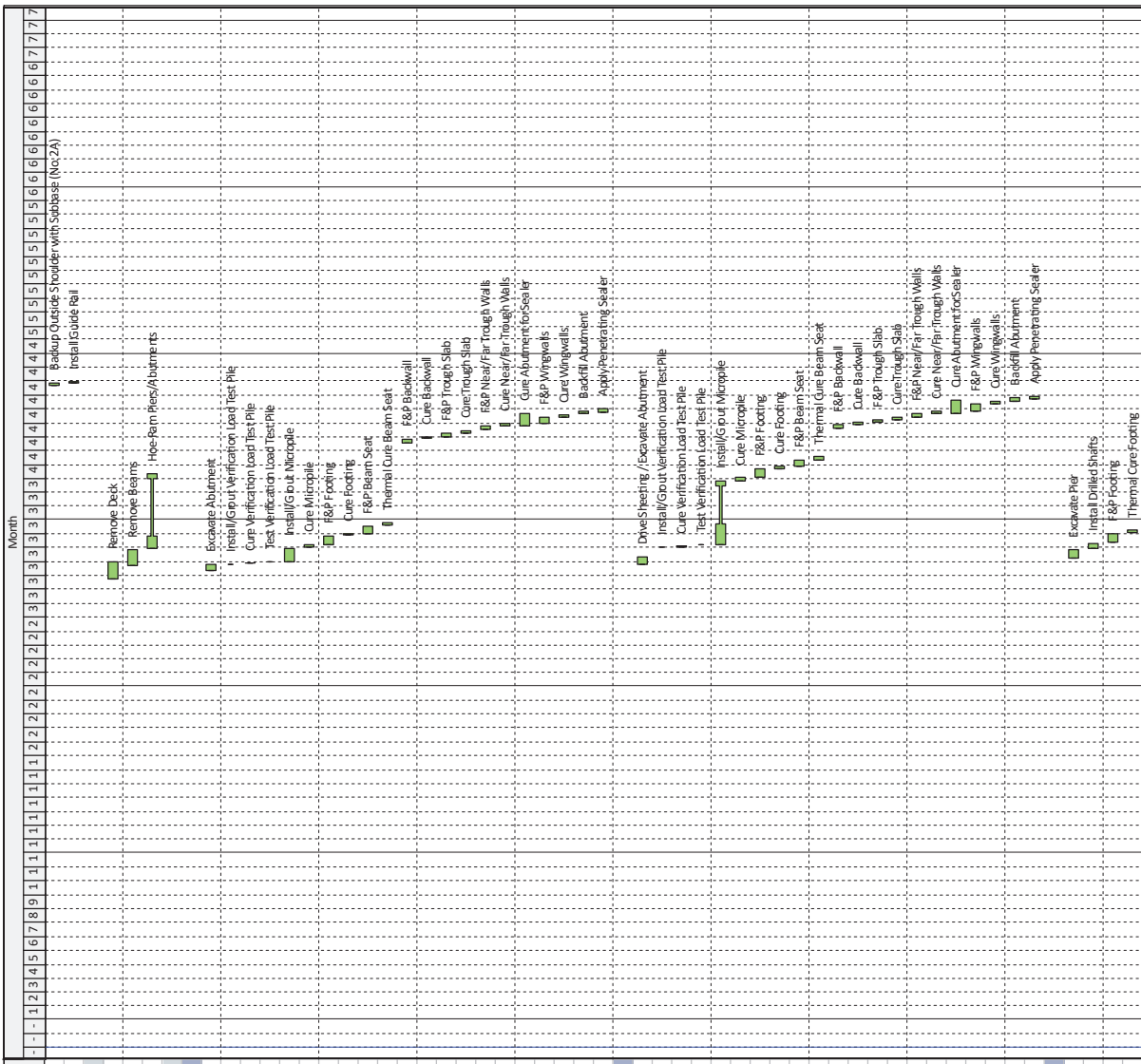


Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ Changed Work
▬ Remaining Level of Effort
▬ Actual Level of Effort
▬ % Complete



Activity ID	Activity Name	OD	START	FINISH	TF
CC-CN-32899	Backup Outside Shoulder with Subbase (No. 2A)	3	22-Oct-26	26-Oct-26	77
CC-CN-32909	Install Guide Rail	3	28-Oct-26	30-Oct-26	77
Existing WB Structure Removal					
CC-CN-34629	Remove Deck	20	22-Aug-25	29-Sep-25	15
CC-CN-34639	Remove Beams	20	22-Sep-25	27-Oct-25	15
CC-CN-34649	Hoe-Tam Piers/Abutments	20	29-Oct-25	10-Apr-26	300
Structure S-39577 (WB over Canoe Creek)					
Abutment 1					
CC-CN-32959	Excavate Abutment	7	11-Sep-25	29-Sep-25	38
CC-CN-33139	Install/GROUT Verification Load Test Pile	1	25-Sep-25	25-Sep-25	38
CC-CN-33149	Cure Verification Load Test Pile	3	26-Sep-25	29-Sep-25	77
CC-CN-33159	Test Verification Load Test Pile	1	29-Sep-25	29-Sep-25	38
CC-CN-32969	Install/GROUT Micropile	17	30-Sep-25	30-Oct-25	38
CC-CN-32979	Cure Micropile	7	31-Oct-25	06-Nov-25	173
CC-CN-32989	F&P Footing	10	07-Nov-25	26-Nov-25	45
CC-CN-32999	Cure Footing	4	27-Nov-25	30-Nov-25	170
CC-CN-33009	F&P Beam Seat	9	01-Dec-25	17-Dec-25	46
CC-CN-33019	Thermal Cure Beam Seat	7	18-Dec-25	24-Dec-25	169
CC-CN-33029	F&P Backwall	6	18-Jan-26	26-Jun-26	101
CC-CN-33039	Cure Backwall	5	27-Jun-26	01-Jul-26	274
CC-CN-33049	F&P Trough Slab	4	02-Jul-26	09-Jul-26	102
CC-CN-33059	Cure Trough Slab	5	10-Jul-26	14-Jul-26	275
CC-CN-33069	F&P Near/Far Trough Walls	6	16-Jul-26	24-Jul-26	101
CC-CN-33079	Cure Near/Far Trough Walls	5	25-Jul-26	29-Jul-26	277
CC-CN-33089	Cure Abutment for Sealer	28	25-Jul-26	21-Aug-26	307
CC-CN-33119	F&P Wingwalls	9	30-Jul-26	13-Aug-26	109
CC-CN-33129	Cure Wingwalls	5	14-Aug-26	19-Aug-26	292
CC-CN-33089	Backfill Abutment	5	20-Aug-26	27-Aug-26	86
CC-CN-33109	Apply Penetrating Sealer	5	24-Aug-26	31-Aug-26	117
Abutment 2					
CC-CN-33169	Drive Sheeting / Excavate Abutment	10	25-Sep-25	09-Oct-25	48
CC-CN-33349	Install/GROUT Verification Load Test Pile	1	31-Oct-25	31-Oct-25	38
CC-CN-33359	Cure Verification Load Test Pile	3	01-Nov-25	09-Nov-25	162
CC-CN-33369	Test Verification Load Test Pile	1	05-Nov-25	05-Nov-25	38
CC-CN-33179	Install/GROUT Micropile	29	07-Nov-25	26-Mar-26	38
CC-CN-33189	Cure Micropile	7	27-Mar-26	02-Apr-26	75
CC-CN-33199	F&P Footing	10	6	22-Apr-26	39
CC-CN-33209	Cure Footing	4	23-Apr-26	26-Apr-26	71
CC-CN-33219	F&P Beam Seat	9	27-Apr-26	11-May-26	38
CC-CN-33229	Thermal Cure Beam Seat	7	12-May-26	18-May-26	72
CC-CN-33239	F&P Backwall	6	20-Jul-26	28-Jul-26	84
CC-CN-33249	Cure Backwall	5	29-Jul-26	02-Aug-26	242
CC-CN-33259	F&P Trough Slab	4	03-Aug-26	07-Aug-26	85
CC-CN-33269	Cure Trough Slab	5	08-Aug-26	12-Aug-26	246
CC-CN-33279	F&P Near/Far Trough Walls	6	13-Aug-26	21-Aug-26	85
CC-CN-33289	Cure Near/Far Trough Walls	5	22-Aug-26	26-Aug-26	249
CC-CN-33309	Cure Abutment for sealer	28	22-Aug-26	19-Sep-26	279
CC-CN-33329	F&P Wingwalls	9	27-Aug-26	11-Sep-26	93
CC-CN-33339	Cure Wingwalls	5	12-Sep-26	16-Sep-26	263
CC-CN-33299	Backfill Abutment	5	17-Sep-26	24-Sep-26	71
CC-CN-33319	Apply Penetrating Sealer	5	21-Sep-26	28-Sep-26	102
Pier 1					
CC-CN-33379	Excavate Pier	10	08-Oct-25	27-Oct-25	23
CC-CN-33389	Install Drilled Shafts	7	29-Oct-25	10-Nov-25	23
CC-CN-33399	F&P Footing	9	12-Nov-25	01-Dec-25	23
CC-CN-33409	Thermal Cure Footing	7	02-Dec-25	08-Dec-25	127

Start: 01-Nov-22
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◆ Milestone
◆ Critical Remaining Work
■ Changed Work
■ Remaining Work
■ Remaining Level of Effort
■ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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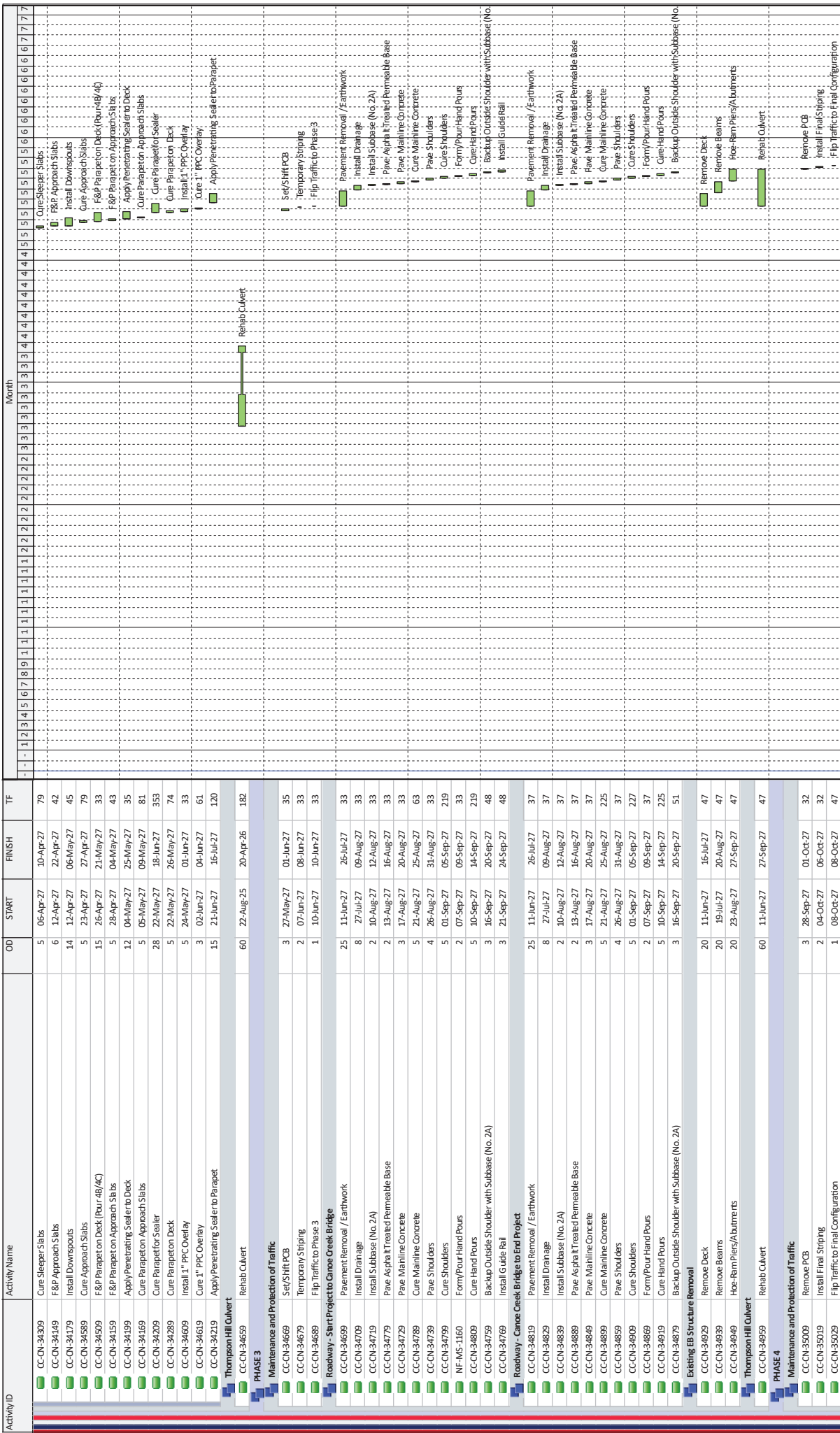


Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
 (PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Start: 01-Nov-22
 End: 27-Dec-28
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Legend:
 ◆ Milestone
 ■ Changed Work
 ■ Critical Remaining Work
 ■ Remaining Work
 ■ Remaining Level of Effort
 ■ Actual Work
 ■ Actual Level of Effort

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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities
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Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ % Complete
◆ % Complete
◆ Actual Level of Effort
◆ Remaining Level of Effort
◆ Actual Level of Effort

BRIDGING PARTNERS

Activity ID Activity Name OD START FINISH TF

Activity ID	Activity Name	OD	START	FINISH	TF
CC-CN-34999	Remove Temporary Pavement / Final Grading & Seeding	10	11-Oct-27	28-Oct-27	32
CC-CN-35049	Install Final Fence	8	11-Oct-27	25-Oct-27	50
CC-CN-35039	Install Guide Rail	1	29-Oct-27	29-Oct-27	47
CC-CN-35059	Final Cleanup	15	01-Nov-27	29-Nov-27	47

MAINTENANCE

Activity ID	Activity Name	OD	START	FINISH	TF
CC-MT-1005	Canoe Creek - Maintenance During Construction	1522	30-Sep-23	30-Nov-27	213

MAINTENANCE PERIOD

Activity ID	Activity Name	OD	START	FINISH	TF
CC-MT-1000	Canoe Creek - Asset Inventory / Condition Assessment	89	04-Jun-27	01-Sep-27	364
CC-MT-1020	Canoe Creek - Joint Inspection Process for Early Handback Elements	7	26-Jul-27	02-Aug-27	395
CC-MT-1010	Canoe Creek - Early Handback Element Transition Coordination Meeting	0	01-Sep-27		395
CC-MT-1080	Canoe Creek - Submit Draft Asset Inventory / Condition Assessment	0	02-Sep-27	02-Sep-27	364
CC-MT-1040	Canoe Creek - PennDOT Review of Asset Inventory / Condition Assessment	0	03-Sep-27	03-Oct-27	364
CC-MT-1060	Canoe Creek - Resubmission of Asset Inventory / Condition Assessment	56	04-Oct-27	29-Nov-27	364
CC-MT-1060	Canoe Creek - Revision of Asset Inventory / Condition Assessment based on Field Work	55	05-Oct-27	29-Nov-27	364
CC-MT-1070	Canoe Creek - Submit Revised Asset Inventory / Condition Assessment	0	30-Nov-27	30-Nov-27	363
CC-MT-1080	Canoe Creek - PennDOT Review of Revised Asset Inventory / Condition Assessment	30	30-Nov-27	30-Dec-27	392
CC-MT-1090	Canoe Creek - Start of Maintenance Period Scope for individual bridge	0	01-Dec-27		392
CC-MT-1100	Canoe Creek - Transfer of Early Handback Elements for individual bridge	0	01-Dec-27		392

NORTH FORK

CONTRACT ADMINISTRATION

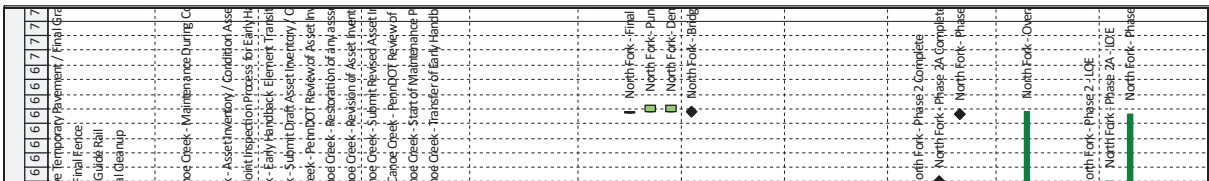
Activity ID	Activity Name	OD	START	FINISH	TF
NF-MS-1000	North Fork - NTP1	0	31-Dec-22		2
NF-MS-1020	North Fork - NTP2	0	01-Mar-23*		85
NF-MS-1060	North Fork - ROW	60	19-Feb-24	17-Apr-24	85
NF-MS-1080	North Fork - Mobilization and Field Office	0	17-Apr-24		85
NF-MS-1100	North Fork - NTP3 - Start Construction	3	22-Jun-28	24-Jun-28	6
NF-MS-1160	North Fork - Final Inspection	15	24-Jun-28	09-Jul-28	178
NF-MS-1170	North Fork - Punchlist	15	24-Jun-28	09-Jul-28	178
NF-MS-1180	North Fork - Demobilize	0	24-Jun-28		6
NF-MS-1190	North Fork - Bridge Completion Date	0	31-Dec-22		103
NF-MS-1030	North Fork - Roadway Design Complete	0	15-Sep-23		253
NF-MS-1040	North Fork - Structures Design Complete	0	15-Sep-23		298
NF-MS-1070	North Fork - NPDES Permit Approval	0	19-Mar-24		112
NF-MS-1080	North Fork - Waterway Permit Approval	0	19-Mar-24		112

EXECUTIVE SUMMARY & MILESTONES

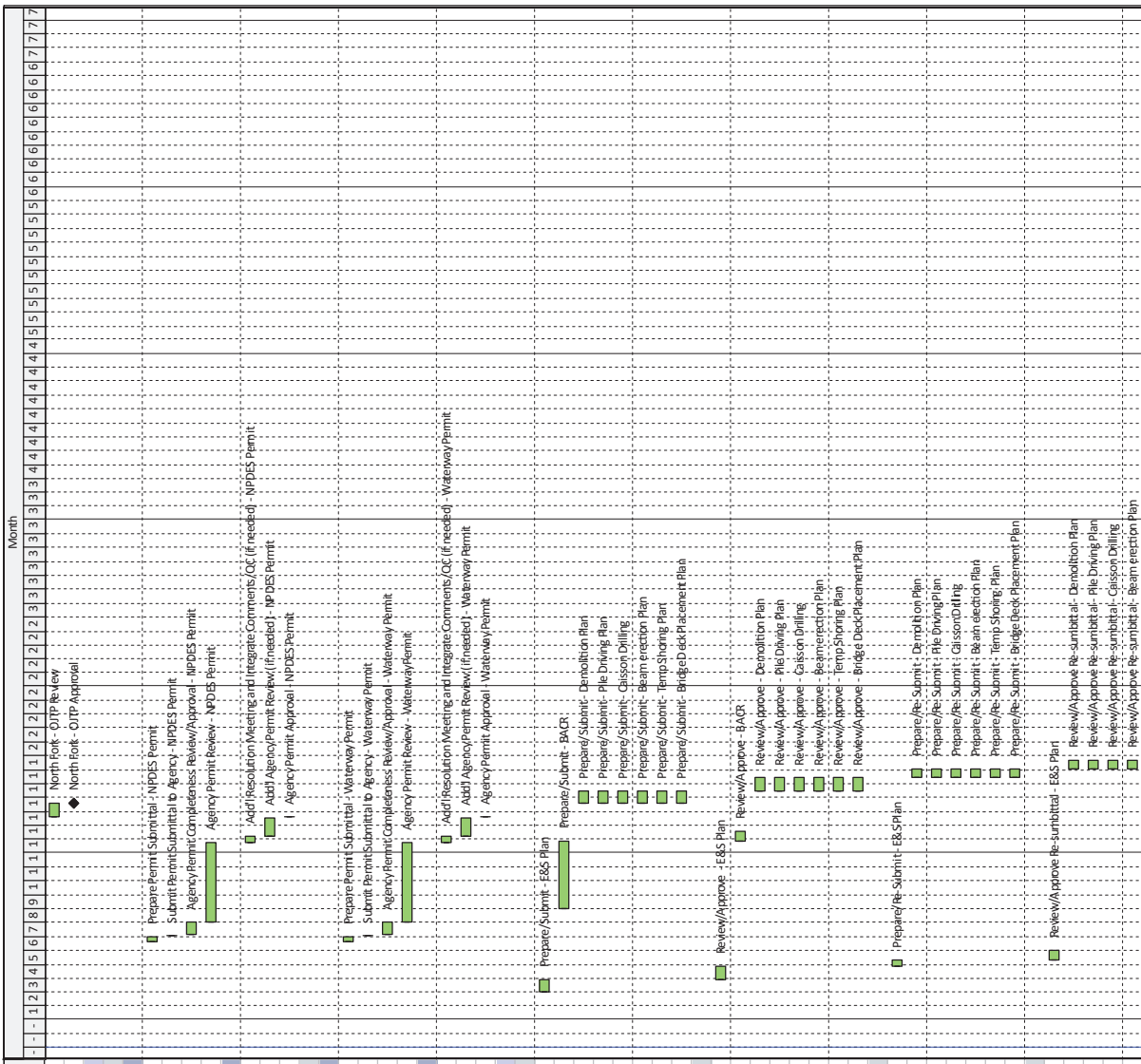
Activity ID	Activity Name	OD	START	FINISH	TF
NF-SM-1210	North Fork - Overall Project Duration - LOE	268	31-Dec-22	15-Sep-23	308
NF-SM-1215	North Fork - Phase 1 - LOE	2075	31-Dec-22	24-Jun-28	6
NF-SM-1205	North Fork - Phase 2 - LOE	52	17-Apr-24	06-Jun-24	157
NF-SM-1185	North Fork - Phase 1 - LCE	769	06-Jun-24	18-Jun-26	12
NF-SM-1190	North Fork - Phase 2 - LCE	571	18-Jun-26	21-Dec-27	7
NF-SM-1195	North Fork - Phase 3 - LOE	42	22-Dec-27	31-Jan-28	6
NF-SM-1200	North Fork - Phase 3 - LCE	147	01-Feb-28	21-Jun-28	6

ADMINISTRATION

Activity ID	Activity Name	OD	START	FINISH	TF
NF-AD-1160	North Fork - OITP Preparation	275	02-Mar-23	20-Mar-24	58



Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
 (PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities
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Activity ID	Activity Name	OD	START	FINISH	TF
NF-AD-1170	North Fork - OITP Review	20	21-Mar-24	17-Apr-24	58
NF-AD-1180	North Fork - OITP Approval	0		17-Apr-24	58
PERMITS					
NPDES Permit					
Initial Permit Application					
NF-PT-1000	Prepare Permit Submittal - NPDES Permit	10	19-Jun-23	30-Jun-23	77
NF-PT-1020	Submit Permit Submittal to Agency - NPDES Permit	1	03-Jul-23	03-Jul-23	77
NF-PT-1050	Agency Permit Completeness Review/Approval - NPDES Permit	20	05-Jul-23	01-Aug-23	77
NF-PT-1060	Agency Permit Review - NPDES Permit	120	02-Aug-23	22-Jan-24	77
Permit Issuance					
NF-PT-1080	Add Resolution Meeting and Integrate Comments/QC (if needed) - NPDES Permit	10	23-Jan-24	05-Feb-24	77
NF-PT-1100	Add Agency Permit Review (if needed) - NPDES Permit	30	06-Feb-24	18-Mar-24	77
NF-PT-1120	Agency Permit Approval - NPDES Permit	1	19-Mar-24	19-Mar-24	77
WATERWAY PERMIT					
Initial Permit Application					
NF-PT-1010	Prepare Permit Submittal - Waterway Permit	10	19-Jun-23	30-Jun-23	77
NF-PT-1030	Submit Permit Submittal to Agency - Waterway Permit	1	03-Jul-23	03-Jul-23	77
NF-PT-1040	Agency Permit Completeness Review/Approval - Waterway Permit	20	05-Jul-23	01-Aug-23	77
NF-PT-1070	Agency Permit Review - Waterway Permit	120	02-Aug-23	22-Jan-24	77
Permit Issuance					
NF-PT-1090	Add Resolution Meeting and Integrate Comments/QC (if needed) - Waterway Permit	10	23-Jan-24	05-Feb-24	77
NF-PT-1110	Add Agency Permit Review (if needed) - Waterway Permit	30	06-Feb-24	18-Mar-24	77
NF-PT-1130	Agency Permit Approval - Waterway Permit	1	19-Mar-24	19-Mar-24	77
PROJECT SUBMITTALS					
Prepare/Submit					
NF-ST-1000	Prepare/Submit - E&S Plan	20	01-Mar-23	29-Mar-23	279
NF-ST-1005	Prepare/Submit - BACR	150	30-Aug-23	27-Jan-24	83
NF-ST-1040	Prepare/Submit - Demolition Plan	20	17-Apr-24	15-May-24	83
NF-ST-1050	Prepare/Submit - Pile Driving Plan	20	17-Apr-24	15-May-24	192
NF-ST-1060	Prepare/Submit - Caisson Drilling	20	17-Apr-24	15-May-24	171
NF-ST-1070	Prepare/Submit - Beam erection Plan	20	17-Apr-24	15-May-24	262
NF-ST-1080	Prepare/Submit - Temp Shoring Plan	20	17-Apr-24	15-May-24	83
NF-ST-1090	Prepare/Submit - Bridge Deck Placement Plan	20	17-Apr-24	15-May-24	284
Review/Approve					
NF-ST-1010	Review/Approve - E&S Plan	21	29-Mar-23	27-Apr-23	279
NF-ST-1025	Review/Approve - BACR	21	27-Jan-24	17-Feb-24	83
NF-ST-1100	Review/Approve - Demolition Plan	21	15-May-24	14-Jun-24	83
NF-ST-1110	Review/Approve - Pile Driving Plan	21	15-May-24	14-Jun-24	192
NF-ST-1120	Review/Approve - Caisson Drilling	21	15-May-24	14-Jun-24	171
NF-ST-1130	Review/Approve - Beam erection Plan	21	15-May-24	14-Jun-24	262
NF-ST-1140	Review/Approve - Temp Shoring Plan	21	15-May-24	14-Jun-24	83
NF-ST-1150	Review/Approve - Bridge Deck Placement Plan	21	15-May-24	14-Jun-24	284
Prepare/Re-Submit					
NF-ST-1020	Prepare/Re-Submit - E&S Plan	10	27-Apr-23	11-May-23	279
NF-ST-1100	Prepare/Re-Submit - Demolition Plan	10	14-Jun-24	01-Jul-24	83
NF-ST-1170	Prepare/Re-Submit - Pile Driving Plan	10	14-Jun-24	01-Jul-24	192
NF-ST-1180	Prepare/Re-Submit - Caisson Drilling	10	14-Jun-24	01-Jul-24	171
NF-ST-1200	Prepare/Re-Submit - Beam erection Plan	10	14-Jun-24	01-Jul-24	262
NF-ST-1240	Prepare/Re-Submit - Temp Shoring Plan	10	14-Jun-24	01-Jul-24	83
NF-ST-1210	Prepare/Re-Submit - Bridge Deck Placement Plan	10	14-Jun-24	01-Jul-24	284
Review/Approve Re-submittal					
NF-ST-1090	Review/Approve Re-submittal - E&S Plan	14	11-May-23	01-Jun-23	279
NF-ST-1220	Review/Approve Re-submittal - Demolition Plan	14	01-Jul-24	22-Jul-24	83
NF-ST-1230	Review/Approve Re-submittal - Pile Driving Plan	14	01-Jul-24	22-Jul-24	192
NF-ST-1240	Review/Approve Re-submittal - Caisson Drilling	14	01-Jul-24	22-Jul-24	171
NF-ST-1250	Review/Approve Re-submittal - Beam erection Plan	14	01-Jul-24	22-Jul-24	262

Start: 01-Nov-22
End: 27-Dec-28
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Run: 04-Nov-22

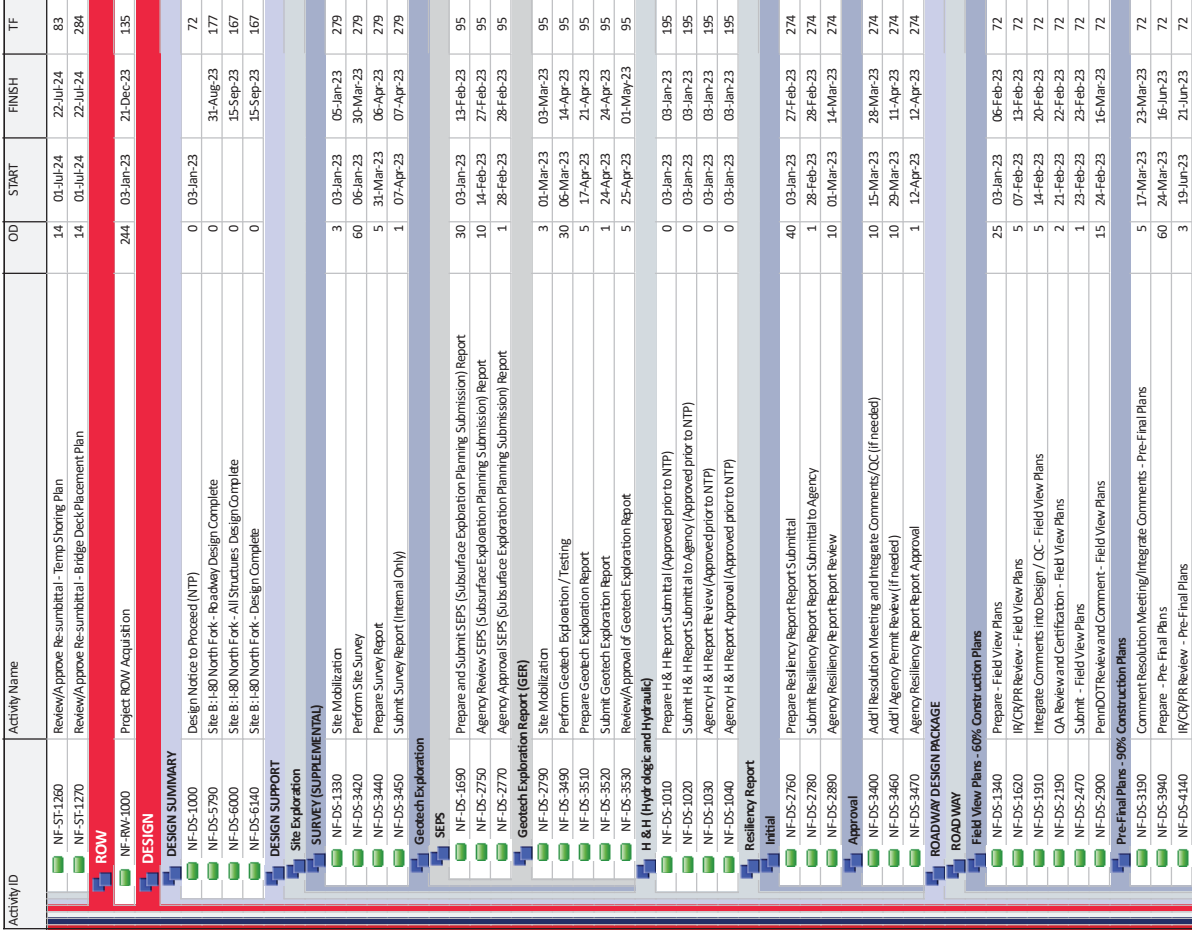
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Legend:

- Critical Remaining Work
- Remaining Work
- Actual Work
- ◆ Milestone
- Changed Work
- Remaining Level of Effort
- Actual Level of Effort
- % Complete

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

Activity ID	Activity Name	OD	START	FINISH	TF
NF-ST-1260	Review/Approve Re-submittal - Temp Shoring Plan	14	01-Jul-24	22-Jul-24	83
NF-ST-1270	Review/Approve Re-submittal - Bridge Deck Placement Plan	14	01-Jul-24	22-Jul-24	284
ROW					
NF-RW-1000	Project ROW Acquisition	244	03-Jan-23	21-Dec-23	135
DESIGN					
DESIGN SUMMARY					
NF-DS-1000	Design Notice to Proceed (NTP)	0	03-Jan-23		72
NF-DS-5790	Site B: I-80 North Fork - Roadway Design Complete	0		31-Aug-23	177
NF-DS-6000	Site B: I-80 North Fork - All Structures Design Complete	0		15-Sep-23	167
NF-DS-6140	Site B: I-80 North Fork - Design Complete	0		15-Sep-23	167
DESIGN SUPPORT					
Site Exploration					
SURVEY (SUPPLEMENTAL)					
NF-DS-1330	Site Mobilization	3	03-Jan-23	05-Jan-23	279
NF-DS-3420	Perform Site Survey	60	06-Jan-23	30-Mar-23	279
NF-DS-3440	Prepare Survey Report	5	31-Mar-23	06-Apr-23	279
NF-DS-3450	Submit Survey Report (Internal Only)	1	07-Apr-23	07-Apr-23	279
Geotech Exploration					
SEPS					
NF-DS-1690	Prepare and Submit SEPS (Subsurface Exploration Planning Submission) Report	30	03-Jan-23	13-Feb-23	95
NF-DS-2750	Agency Review SEPS (Subsurface Exploration Planning Submission) Report	10	14-Feb-23	27-Feb-23	95
NF-DS-2770	Agency Approval SEPS (Subsurface Exploration Planning Submission) Report	1	28-Feb-23	28-Feb-23	95
Geotech Exploration (GFR)					
NF-DS-2790	Site Mobilization	3	01-Mar-23	03-Mar-23	95
NF-DS-3490	Perform Geotech Exploration / Testing	30	06-Mar-23	14-Apr-23	95
NF-DS-3510	Prepare Geotech Exploration Report	5	17-Apr-23	21-Apr-23	95
NF-DS-3520	Submit Geotech Exploration Report	1	24-Apr-23	24-Apr-23	95
NF-DS-3530	Review/Approval of Geotech Exploration Report	5	25-Apr-23	01-May-23	95
H & H (Hydrologic and Hydraulic)					
NF-DS-1010	Prepare H & H Report Submittal (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	195
NF-DS-1020	Submit H & H Report Submittal to Agency (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	195
NF-DS-1030	Agency H & H Report Review (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	195
NF-DS-1040	Agency H & H Report Approval (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	195
Resiliency Report					
Initial					
NF-DS-2760	Prepare Resiliency Report Submittal	40	03-Jan-23	27-Feb-23	274
NF-DS-2780	Submit Resiliency Report Submittal to Agency	1	28-Feb-23	28-Feb-23	274
NF-DS-2890	Agency Resiliency Report Review	10	01-Mar-23	14-Mar-23	274
Approval					
NF-DS-3400	Add Resolution Meeting and Integrate Comments (OC if needed)	10	15-Mar-23	28-Mar-23	274
NF-DS-3460	Add Agency Permit Review (if needed)	10	29-Mar-23	11-Apr-23	274
NF-DS-3470	Agency Resiliency Report Approval	1	12-Apr-23	12-Apr-23	274
ROADWAY DESIGN PACKAGE					
ROADWAY					
Field View Plans - 60% Construction Plans					
NF-DS-1340	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	72
NF-DS-1620	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	72
NF-DS-1910	Integrate Comments into Design / OC - Field View Plans	5	14-Feb-23	20-Feb-23	72
NF-DS-2190	QA Review and Certification - Field View Plans	2	21-Feb-23	23-Feb-23	72
NF-DS-2470	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	72
NF-DS-2900	Permit/OT Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	72
Pre-Final Plans - 90% Construction Plans					
NF-DS-3190	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	72
NF-DS-3940	Prepare - Pre-Final Plans	60	24-Mar-23	16-Jun-23	72
NF-DS-4140	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	72



■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
◆ Changed Work
◆ Remaining Level of Effort
◆ Actual Level of Effort
◆ % Complete

Activity ID	Activity Name	OD	START	FINISH	TF	Month
NF-DS-4580	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4780	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4980	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5300	PenDOT Review and Comment - Pre-Final Plans	20	05-Jul-23	01-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
RFC Plans - 100% Construction Plans						
NF-DS-5380	Resolution Meeting and Integrate Comments / QC - RFC Plans	5	02-Aug-23	08-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5720	QA Review and Certification - RFC Plans	15	09-Aug-23	29-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5800	Issue - RFC Plans	2	6	31-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
TRAFPC						
Field View Plans - 60% Construction Plans						
NF-DS-1610	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1900	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2180	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2460	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2740	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3170	PenDOT Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	72	1 2 3 4 5 6 7 8 9 10 11 12
Pre-Final Plans - 90% Construction Plans						
NF-DS-3380	Comment Resolution Meeting / Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4130	Prepare - Pre-Final Plans	60	24-Mar-23	16-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4410	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4770	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4970	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5170	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5370	PenDOT Review and Comment - Pre-Final Plans	20	05-Jul-23	01-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
RFC Plans - 100% Construction Plans						
NF-DS-5440	Resolution Meeting and Integrate Comments / QC - RFC Plans	5	02-Aug-23	08-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5780	QA Review and Certification - RFC Plans	15	09-Aug-23	29-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5860	Issue - RFC Plans	2	30-Aug-23	31-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
Geotech - ROADWAY DESIGN PACKAGE						
Field View Plans - 60% Construction Plans						
NF-DS-1350	Prepare Field View Plans - Field View Plans	25	03-Jan-23	06-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1630	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1920	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2200	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2480	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2910	PenDOT Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	72	1 2 3 4 5 6 7 8 9 10 11 12
Final Plans - 100% Construction Plans						
NF-DS-3200	Comment Resolution Meeting / Integrate Comments - Final Plans	5	17-Mar-23	23-Mar-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3950	Prepare - Final Plans	60	24-Mar-23	16-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4150	IR/CR/PR Review - Final Plans	3	19-Jun-23	21-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4590	Integrate Comments into Design / QC - Final Plans	5	22-Jun-23	28-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4790	QA Review and Certification - Final Plans	2	29-Jun-23	30-Jun-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4990	Submit - Final Plans	1	03-Jul-23	03-Jul-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5310	PenDOT Review / Approve - Final Plans	20	05-Jul-23	01-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
SURVEY						
RFC Plans - 100% Construction Plans						
NF-DS-5390	Resolution Meeting and Integrate Comments / QC - RFC Plans	5	02-Aug-23	08-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5730	QA Review and Certification - RFC Plans	15	09-Aug-23	29-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5810	Issue - RFC Plans	2	30-Aug-23	31-Aug-23	177	1 2 3 4 5 6 7 8 9 10 11 12
ESC (Erosion and Sediment Control)						
Field View Plans - 60% Construction Plans						
NF-DS-1360	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1640	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1930	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2210	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2490	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	72	1 2 3 4 5 6 7 8 9 10 11 12

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■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
— % Complete
— Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
NF-DS-1430	Prepare Field View Plans - Field View Plans	25	03-Jan-23	06-Feb-23	192	
NF-DS-1720	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	192	
NF-DS-2000	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	192	
NF-DS-2280	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	192	
NF-DS-2560	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	192	
NF-DS-2810	PermitDOT Review and Comment - Field View Plans	10	24-Feb-23	09-Mar-23	192	
Final Plans - 100% Construction Plans						
NF-DS-2990	Comment Resolution Meeting/Integrate Comments - Final Plans	5	10-Mar-23	16-Mar-23	192	
NF-DS-3790	Prepare - Final Plans	60	17-Mar-23	09-Jun-23	192	
NF-DS-3870	IR/CR/PR Review - Final Plans	3	13-Jun-23	14-Jun-23	192	
NF-DS-4230	Integrate Comments into Design / QC - Final Plans	5	15-Jun-23	21-Jun-23	192	
NF-DS-4430	QA Review and Certification - Final Plans	2	22-Jun-23	23-Jun-23	192	
NF-DS-4510	Submit - Final Plans	1	26-Jun-23	26-Jun-23	192	
NF-DS-5190	PermitDOT Review / Approve - Final Plans	10	27-Jun-23	11-Jul-23	192	
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1420	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	167	
NF-DS-1710	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	167	
NF-DS-1990	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	167	
NF-DS-2270	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	167	
NF-DS-2550	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	167	
NF-DS-2980	PermitDOT Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	167	
Pre-Final Plans - 90% Construction Plans						
NF-DS-3260	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	167	
NF-DS-4010	Prepare - Pre-Final Plans	60	24-Mar-23	16-Jun-23	167	
NF-DS-4220	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	167	
NF-DS-4650	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	167	
NF-DS-4850	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	167	
NF-DS-5050	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	167	
NF-DS-5460	PermitDOT Review and Comment - Pre-Final Plans	30	05-Jul-23	15-Aug-23	167	
RFI Plans - 100% Construction Plans						
NF-DS-5600	Resolution Meeting and Integrate Comments / QC - RFI Plans	5	16-Aug-23	22-Aug-23	167	
NF-DS-5680	QA Review and Certification - RFI Plans	6	23-Aug-23	13-Sep-23	167	
NF-DS-6020	Issue - RFI Plans	2	14-Sep-23	15-Sep-23	167	
STRUCTURE - 180 EB over SR 4003 S-40041						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
NF-DS-1050	Prepare Field View Plans - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	
NF-DS-1060	IR/CR/PR Review - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	
NF-DS-1070	Integrate Comments into Design / QC - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	
NF-DS-1080	QA Review and Certification - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	
NF-DS-1090	Submit - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	
NF-DS-1110	PermitDOT Review and Comment - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	
Final Plans - 100% Construction Plans						
NF-DS-1100	Comment Resolution Meeting/Integrate Comments - Final Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	
NF-DS-3540	Prepare - Final Plans (Approved prior to NTP)	60	07-Feb-23	01-May-23	241	
NF-DS-3580	IR/CR/PR Review - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	
NF-DS-3590	Integrate Comments into Design / QC - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	
NF-DS-3600	QA Review and Certification - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	
NF-DS-3610	Submit - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	
NF-DS-3620	PermitDOT Review / Approve - Final Plans (Complete prior to NTP)	0	02-May-23	02-May-23	241	
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1440	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	167	

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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
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■ Critical Remaining Work
■ Remaining Work
■ Actual Work
◆ Milestone
— % Complete
— Actual Level of Effort

Activity ID	Activity Name	OD	START	FINISH	TF	Month
Field View Plans - 60% Construction Plans						
NF-DS-1100	Prepare Field View Plans - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1200	IR/CR/PR Review - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1210	Integrate Comments into Design / QC - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1220	QA Review and Certification - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1230	Submit - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1250	PenDOT Review and Comment - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
Final Plans - 100% Construction Plans						
NF-DS-1240	Comment Resolution Meeting/Integrate Comments - Final Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3500	Prepare - Final Plans (Approved prior to NTP)	60	07-Feb-23	01-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3600	IR/CR/PR Review - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3650	Integrate Comments into Design / QC - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3700	QA Review and Certification - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3710	Submit - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3720	PenDOT Review / Approve - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1460	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1750	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2030	Integrate Comments into Design / QC - Field View Plans	5	21-Feb-23	20-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2310	QA Review and Certification - Field View Plans	2	14-Feb-23	22-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2590	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3020	PenDOT Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
Pre-Final Plans - 90% Construction Plans						
NF-DS-3290	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4040	Prepare - Pre-Final Plans	30	24-Mar-23	16-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4260	IR/CR/PR Review - Pre-Final Plans	6	19-Jun-23	23-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4680	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4880	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5080	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5490	PenDOT Review and Comment - Pre-Final Plans	30	05-Jul-23	15-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
RFC Plans - 100% Construction Plans						
NF-DS-5500	Resolution Meeting and Integrate Comments / QC - RFC Plans	5	16-Aug-23	22-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5910	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-6050	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE - NORTH FORK PARK, CULVERT NO. 2.5-4000 (CULVERT EXTENSION)						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
NF-DS-1260	Prepare Field View Plans - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1270	IR/CR/PR Review - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1280	Integrate Comments into Design / QC - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1290	QA Review and Certification - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1300	Submit - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1320	PenDOT Review and Comment - Field View Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
Final Plans - 100% Construction Plans						
NF-DS-1310	Comment Resolution Meeting/Integrate Comments - Final Plans (Approved prior to NTP)	0	03-Jan-23	03-Jan-23	266	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3570	Prepare - Final Plans (Approved prior to NTP)	60	07-Feb-23	01-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3730	IR/CR/PR Review - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3740	Integrate Comments into Design / QC - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3750	QA Review and Certification - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3760	Submit - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3770	PenDOT Review / Approve - Final Plans (Approved prior to NTP)	0	02-May-23	02-May-23	241	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1470	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1760	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12

Start: 01-Nov-22
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■ Critical Remaining Work
 ■ Remaining Work
 ■ Actual Work

◆ Milestone
 ◆ Changed Work
 ◆ Remaining Level of Effort
 ◆ Actual Level of Effort

— %Complete
 — %Complete
 — %Complete

Activity ID	Activity Name	OD	START	FINISH	TF	Month
NF-DS-2040	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2320	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2600	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3030	PenDOT Review and Comment - Field View Plans	15	24-Feb-23	15-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
Pre-Final Plans - 90% Construction Plans						
NF-DS-3300	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4050	Prepare - Pre Final Plans	60	24-Mar-23	16-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4270	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4690	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4890	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5090	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5500	PenDOT Review and Comment - Pre-Final Plans	30	05-Jul-23	15-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
RFC Plans - 100% Construction Plans						
NF-DS-5640	Resolution Meeting and Integrate Comments/QC - RFC Plans	5	16-Aug-23	22-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5920	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-6060	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE - I-80 WB SOUND BARRIER WALL 1 (GROUND MOUNTED)						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
NF-DS-1490	Prepare Field View Plans - Field View Plans	25	03-Jan-23	05-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1780	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2060	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2340	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2620	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2820	PenDOT Review and Comment - Field View Plans	10	24-Feb-23	09-Mar-23	192	1 2 3 4 5 6 7 8 9 10 11 12
Final Plans - 100% Construction Plans						
NF-DS-3050	Comment Resolution Meeting/Integrate Comments - Final Plans	5	10-Mar-23	16-Mar-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3800	Prepare - Final Plans	60	17-Mar-23	09-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3880	IR/CR/PR Review - Final Plans	3	12-Jun-23	14-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-MS-1160	Integrate Comments into Design / QC - Final Plans	5	15-Jun-23	21-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4440	QA Review and Certification - Final Plans	2	22-Jun-23	23-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4520	Submit - Final Plans	1	26-Jun-23	26-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5200	PenDOT Review / Approve - Final Plans	10	27-Jun-23	11-Jul-23	192	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1480	Prepare - Field View Plans	25	03-Jan-23	05-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1770	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2050	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2330	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2610	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3040	PenDOT Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
Pre-Final Plans - 90% Construction Plans						
NF-DS-3310	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4060	Prepare - Pre Final Plans	60	24-Mar-23	16-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4280	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4700	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4900	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5100	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5510	PenDOT Review and Comment - Pre-Final Plans	30	05-Jul-23	15-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
RFC Plans - 100% Construction Plans						
NF-DS-5650	Resolution Meeting and Integrate Comments/QC - RFC Plans	5	16-Aug-23	22-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5930	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-6070	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE - I-80 WB SOUND BARRIER WALL 2 (STRUCTURE MOUNTED)						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						

Start: 01-Nov-22
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Data: 01-Nov-22
Run: 04-Nov-22

◆ Milestone
◆ Critical Remaining Work
■ Remaining Work
■ Actual Work

◆ Milestone
◆ % Complete
◆ Actual Level of Effort

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Activity ID	Activity Name	OD	START	FINISH	TF	Month
NF-DS-3180	IR/CR/PR Review - Field View Plans	5	14-Mar-23	20-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3390	Integrate Comments into Design / QC - Field View Plans	5	21-Mar-23	27-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3410	OA Review and Certification - Field View Plans	1	28-Mar-23	29-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3430	Submit - Field View Plans	1	30-Mar-23	30-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3480	PermitDOT Review and Comment - Field View Plans	10	31-Mar-23	13-Apr-23	167	1 2 3 4 5 6 7 8 9 10 11 12
Final Plans - 100% Construction Plans						
NF-DS-3500	Comment Resolution Meeting/Integrate Comments - Final Plans	5	14-Apr-23	20-Apr-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5260	Prepare - Final Plans	60	21-Apr-23	17-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5270	IR/CR/PR Review - Final Plans	3	18-Jul-23	20-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5280	Integrate Comments into Design / QC - Final Plans	5	21-Jul-23	27-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5290	OA Review and Certification - Final Plans	2	28-Jul-23	31-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5360	Submit - Final Plans	1	01-Aug-23	01-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5560	PermitDOT Review / Approve - Final Plans	10	02-Aug-23	15-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1560	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1850	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2130	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2410	OA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2690	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3120	PermitDOT Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
Pre-Final Plans - 90% Construction Plans						
NF-DS-3350	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4100	Prepare - Pre-Final Plans	60	24-Mar-23	16-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4360	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4740	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4940	OA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5140	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5550	PermitDOT Review and Comment - Pre-Final Plans	30	05-Jul-23	15-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
RFI Plans - 100% Construction Plans						
NF-DS-5690	Resolution Meeting and Integrate Comments / QC - RFI Plans	5	16-Aug-23	22-Aug-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5970	OA Review and Certification - RFI Plans	15	23-Aug-23	13-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-6110	Issue - RFI Plans	2	14-Sep-23	15-Sep-23	167	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE - I80 EB SOUND BARRIER WALL 3 (GROUND MOUNTED)						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
NF-DS-1580	Prepare Field View Plans - Field View Plans	25	03-Jan-23	06-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-MS-1160	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2150	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2430	OA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2710	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2860	PermitDOT Review and Comment - Field View Plans	10	24-Feb-23	09-Mar-23	192	1 2 3 4 5 6 7 8 9 10 11 12
Final Plans - 100% Construction Plans						
NF-DS-3140	Comment Resolution Meeting/Integrate Comments - Final Plans	5	10-Mar-23	16-Mar-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3840	Prepare - Final Plans	60	17-Mar-23	09-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-3920	IR/CR/PR Review - Final Plans	3	12-Jun-23	14-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4380	Integrate Comments into Design / QC - Final Plans	5	15-Jun-23	21-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4480	OA Review and Certification - Final Plans	2	23-Jun-23	23-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-4560	Submit - Final Plans	1	25-Jun-23	25-Jun-23	192	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-5240	PermitDOT Review / Approve - Final Plans	10	27-Jun-23	11-Jul-23	192	1 2 3 4 5 6 7 8 9 10 11 12
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1570	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-1860	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2140	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12
NF-DS-2420	OA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	167	1 2 3 4 5 6 7 8 9 10 11 12

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◆ Milestone
◆ Critical Remaining Work
◆ Remaining Work
◆ Actual Work

◆ Changed Work
◆ Remaining Level of Effort
◆ Actual Level of Effort

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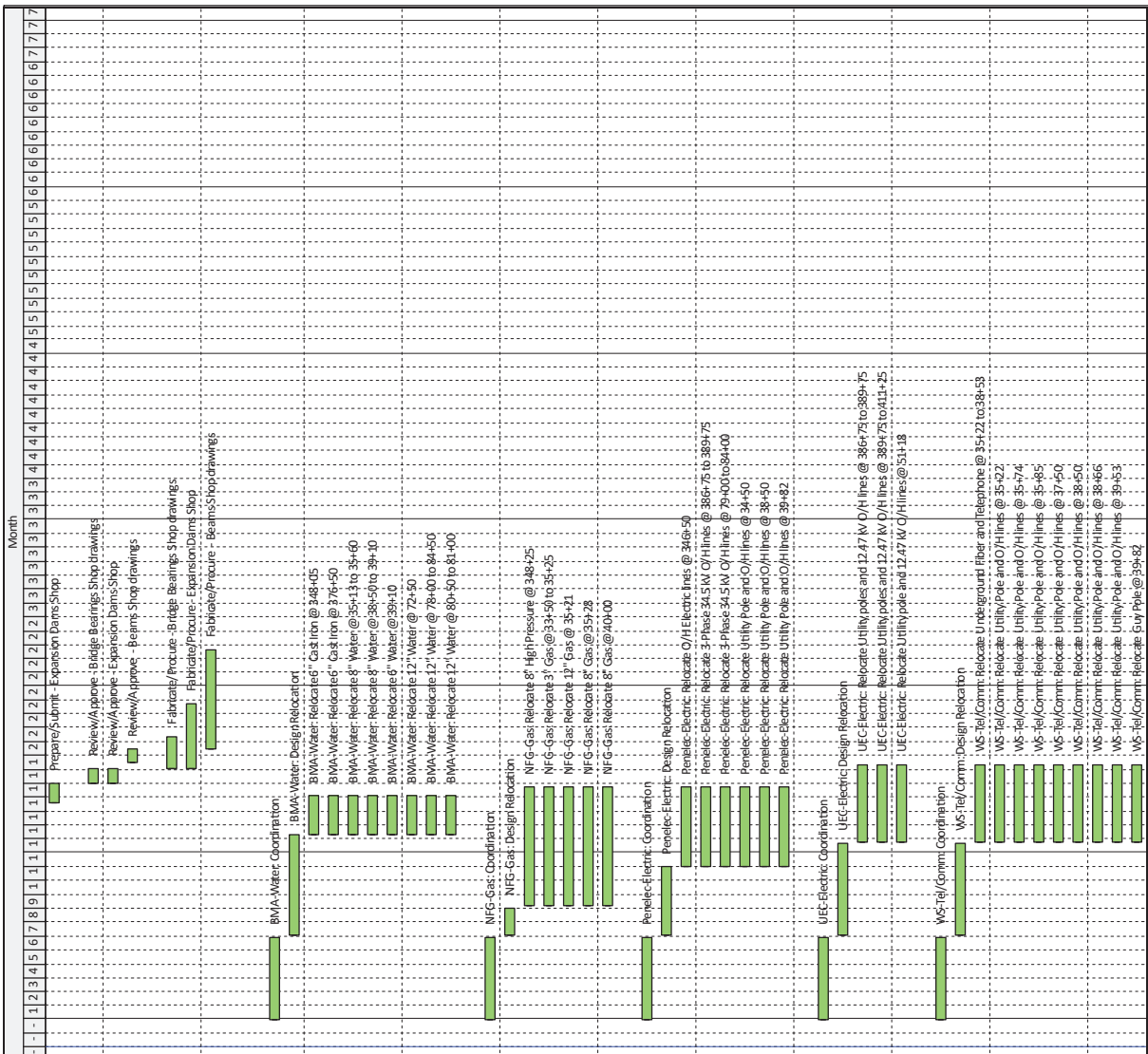
Activity ID	Activity Name	OD	START	FINISH	TF	Month
NF-DS-2700	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	167	1
NF-DS-3130	Permit/Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	167	2
Pre-Final Plans - 90% Construction Plans						
NF-DS-3960	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	167	3
NF-DS-4110	Prepare - Pre-Final Plans	60	24-Mar-23	16-Jun-23	167	4
NF-DS-4370	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	167	5
NF-DS-4750	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	167	6
NF-DS-4950	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	167	7
NF-DS-5150	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	167	8
NF-DS-5570	Permit/Review and Comment - Pre-Final Plans	30	05-Jul-23	15-Aug-23	167	9
RFC Plans - 100% Construction Plans						
NF-DS-5700	Resolution Meeting and Integrate Comments / QC - RFC Plans	5	16-Aug-23	22-Aug-23	167	10
NF-DS-5980	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	167	11
NF-DS-6120	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	167	12
STRUCTURE - I80 EB SOUND BARRIER WALL 4 (STRUCTURE MOUNTED)						
GEOTECH (STRUCTURAL DESIGN PACKAGE)						
Field View Plans - 60% Construction Plans						
NF-DS-1600	Prepare Field View Plans - Field View Plans	25	03-Jan-23	06-Feb-23	192	1
NF-DS-1890	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	192	2
NF-DS-2170	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	192	3
NF-DS-2450	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	192	4
NF-DS-2730	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	192	5
NF-DS-2870	Permit/Review and Comment - Field View Plans	10	24-Feb-23	09-Mar-23	192	6
Final Plans - 100% Construction Plans						
NF-DS-3160	Comment Resolution Meeting/Integrate Comments - Final Plans	5	10-Mar-23	16-Mar-23	192	7
NF-DS-3850	Prepare - Final Plans	60	17-Mar-23	09-Jun-23	192	8
NF-DS-3930	IR/CR/PR Review - Final Plans	3	12-Jun-23	14-Jun-23	192	9
NF-DS-4400	Integrate Comments into Design / QC - Final Plans	5	15-Jun-23	21-Jun-23	192	10
NF-DS-4490	QA Review and Certification - Final Plans	2	22-Jun-23	23-Jun-23	192	11
NF-DS-4570	Submit - Final Plans	1	26-Jun-23	26-Jun-23	192	12
NF-DS-5250	Permit/Review / Approve - Final Plans	10	27-Jun-23	11-Jul-23	192	13
STRUCTURE						
Field View Plans - 60% Construction Plans						
NF-DS-1590	Prepare - Field View Plans	25	03-Jan-23	06-Feb-23	167	1
NF-DS-1880	IR/CR/PR Review - Field View Plans	5	07-Feb-23	13-Feb-23	167	2
NF-DS-2160	Integrate Comments into Design / QC - Field View Plans	5	14-Feb-23	20-Feb-23	167	3
NF-DS-2440	QA Review and Certification - Field View Plans	2	21-Feb-23	22-Feb-23	167	4
NF-DS-2720	Submit - Field View Plans	1	23-Feb-23	23-Feb-23	167	5
NF-DS-3150	Permit/Review and Comment - Field View Plans	15	24-Feb-23	16-Mar-23	167	6
Pre-Final Plans - 90% Construction Plans						
NF-DS-3370	Comment Resolution Meeting/Integrate Comments - Pre-Final Plans	5	17-Mar-23	23-Mar-23	167	7
NF-DS-4120	Prepare - Pre-Final Plans	60	24-Mar-23	16-Jun-23	167	8
NF-DS-4390	IR/CR/PR Review - Pre-Final Plans	3	19-Jun-23	21-Jun-23	167	9
NF-DS-4760	Integrate Comments into Design / QC - Pre-Final Plans	5	22-Jun-23	28-Jun-23	167	10
NF-DS-4960	QA Review and Certification - Pre-Final Plans	2	29-Jun-23	30-Jun-23	167	11
NF-DS-5160	Submit Final Design - Pre-Final Plans	1	03-Jul-23	03-Jul-23	167	12
NF-DS-5560	Permit/Review and Comment - Pre-Final Plans	30	05-Jul-23	15-Aug-23	167	13
RFC Plans - 100% Construction Plans						
NF-DS-5710	Resolution Meeting and Integrate Comments / QC - RFC Plans	5	16-Aug-23	22-Aug-23	167	14
NF-DS-5990	QA Review and Certification - RFC Plans	15	23-Aug-23	13-Sep-23	167	15
NF-DS-6130	Issue - RFC Plans	2	14-Sep-23	15-Sep-23	167	16
MATERIALS FABRICATION & PROCUREMENT						
SHOP DRAWINGS						
NF-PR-1040	Prepare/Submit - Beams Shop drawings	60	17-Apr-24	15-Jul-24	103	1
NF-PR-1000	Prepare/Submit - Bridge Bearing Shop drawings	30	17-Apr-24	30-May-24	248	2

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◆ Milestone
◆ Changed Work
◆ Critical Remaining Work
◆ Remaining Work
◆ Remaining Level of Effort
◆ Actual Level of Effort

■ Prepare/Submit - Beams Shop drawings
■ Prepare/Submit - Bridge Bearing Shop drawings
■ Prepare/Submit - Beams Shop drawings
■ Prepare/Submit - Bridge Bearing Shop drawings



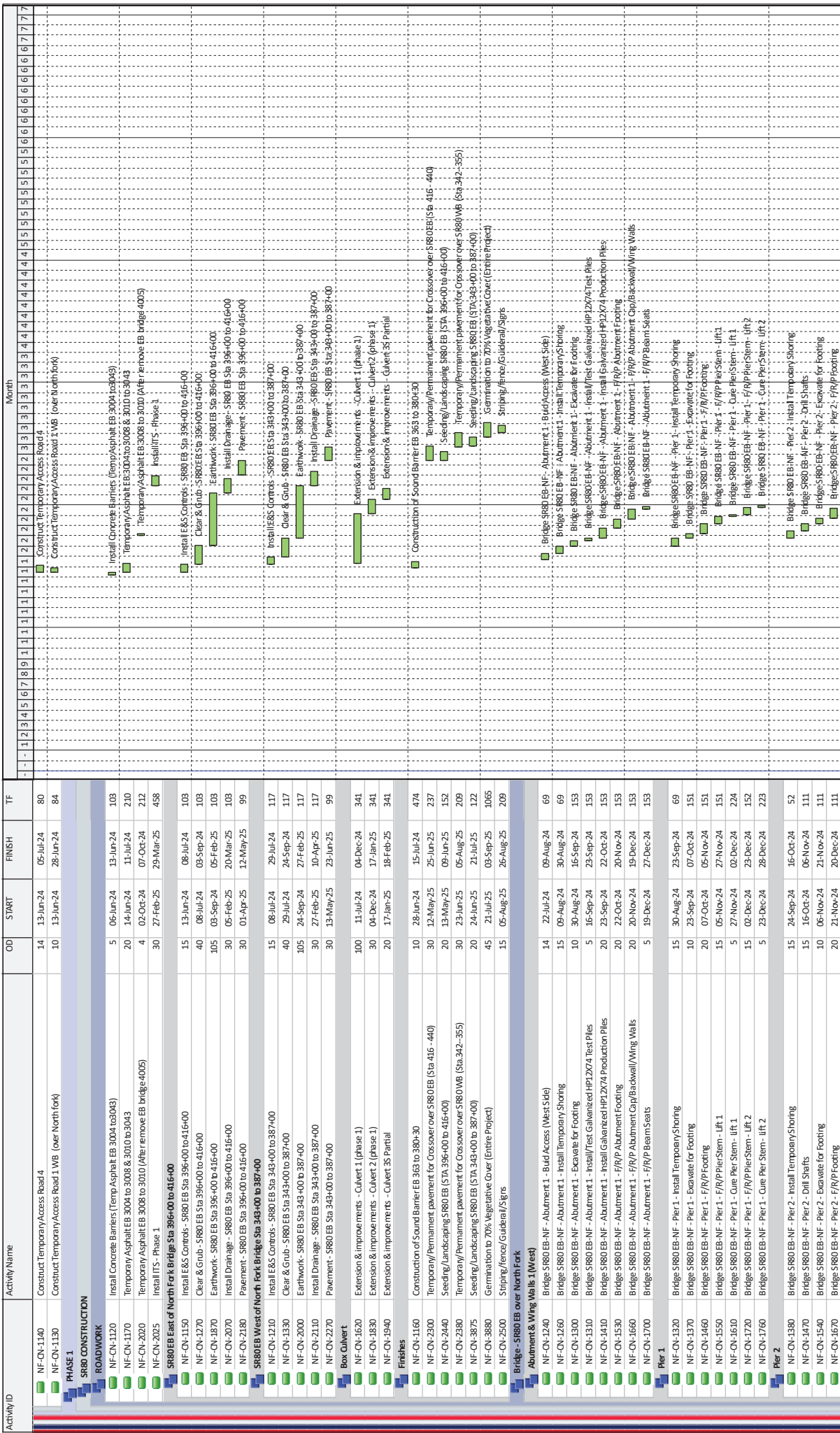
Activity ID	Activity Name	OD	START	FINISH	TF
30	Prepare/Submit - Expansion Dams Shop	30	17-Apr-24	30-May-24	198
21	Review/Approve - Bridge Bearings Shop drawings	21	30-May-24	01-Jul-24	248
21	Review/Approve - Expansion Dams Shop	21	30-May-24	01-Jul-24	198
21	Review/Approve - Beams Shop drawings	21	15-Jul-24	13-Aug-24	103
50	Fabricate/Procure - Bridge Bearings Shop drawings	50	01-Jul-24	11-Sep-24	248
100	Fabricate/Procure - Expansion Dams Shop	100	01-Jul-24	22-Nov-24	198
150	Fabricate/Procure - Beams Shop drawings	150	13-Aug-24	21-Mar-25	103
UTILITIES					
BROOKVILLE MUNICIPAL AUTHORITY					
180	BMA-Water: Coordination	180	31-Dec-22	29-Jun-23	172
220	BMA-Water: Design Relocation	220	09-Jul-23	09-Feb-24	118
60	BMA-Water: Relocate 6" Cast Iron @ 348+05	60	09-Feb-24	03-May-24	81
60	BMA-Water: Relocate 6" Cast Iron @ 378+50	60	09-Feb-24	03-May-24	81
60	BMA-Water: Relocate 8" Water @ 35+13 to 35+60	60	09-Feb-24	03-May-24	81
60	BMA-Water: Relocate 8" Water @ 38+50 to 39+10	60	09-Feb-24	03-May-24	81
60	BMA-Water: Relocate 6" Water @ 39+10	60	09-Feb-24	03-May-24	81
60	BMA-Water: Relocate 12" Water @ 72+50	60	09-Feb-24	03-May-24	81
60	BMA-Water: Relocate 12" Water @ 78+00 to 84+50	60	09-Feb-24	03-May-24	81
60	BMA-Water: Relocate 12" Water @ 80+50 to 81+00	60	09-Feb-24	03-May-24	81
NATIONAL FUELS GAS					
180	NFG-Gas: Coordination	180	31-Dec-22	29-Jun-23	107
60	NFG-Gas: Design Relocation	60	09-Jul-23	01-Sep-23	103
180	NFG-Gas: Relocate 8" High Pressure @ 348+25	180	05-Sep-23	22-May-24	68
180	NFG-Gas: Relocate 3" Gas @ 33+50 to 35+25	180	05-Sep-23	22-May-24	68
180	NFG-Gas: Relocate 12" Gas @ 35+21	180	05-Sep-23	22-May-24	68
180	NFG-Gas: Relocate 8" Gas @ 35+28	180	05-Sep-23	22-May-24	68
180	NFG-Gas: Relocate 8" Gas @ 40+00	180	05-Sep-23	22-May-24	68
PENNELEC					
180	Penlec-Electric: Coordination	180	31-Dec-22	29-Jun-23	107
150	Penlec-Electric: Design Relocation	150	09-Jul-23	30-Nov-23	103
120	Penlec-Electric: Relocate O/H Electric Lines @ 346+50	120	01-Dec-23	22-May-24	68
120	Penlec-Electric: Relocate 3-Phase 34.5 KV O/H Lines @ 386+75 to 389+75	120	01-Dec-23	22-May-24	68
120	Penlec-Electric: Relocate 3-Phase 34.5 KV O/H Lines @ 79+00 to 84+00	120	01-Dec-23	22-May-24	68
120	Penlec-Electric: Relocate Utility Pole and O/H Lines @ 34+50	120	01-Dec-23	22-May-24	68
120	Penlec-Electric: Relocate Utility Pole and O/H Lines @ 38+50	120	01-Dec-23	22-May-24	68
120	Penlec-Electric: Relocate Utility Pole and O/H Lines @ 39+82	120	01-Dec-23	22-May-24	68
UNITED ELECTRIC COOPERATIVE INC					
180	UEC-Electric: Coordination	180	31-Dec-22	29-Jun-23	157
200	UEC-Electric: Design Relocation	200	09-Jul-23	19-Jan-24	153
120	UEC-Electric: Relocate Utility poles and 12.47 KV O/H Lines @ 386+75 to 389+75	120	22-Jan-24	11-Jul-24	105
120	UEC-Electric: Relocate Utility poles and 12.47 KV O/H Lines @ 389+75 to 41+25	120	22-Jan-24	11-Jul-24	105
120	UEC-Electric: Relocate Utility pole and 12.47 KV O/H Lines @ 51+18	120	22-Jan-24	11-Jul-24	105
WINDSTREAM					
180	WS-Tel/Comm: Coordination	180	31-Dec-22	29-Jun-23	157
200	WS-Tel/Comm: Design Relocation	200	09-Jul-23	19-Jan-24	153
120	WS-Tel/Comm: Relocate Underground Fiber and Telephone @ 35+22 to 38+53	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Utility Pole and O/H Lines @ 35+22	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Utility Pole and O/H Lines @ 35+74	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Utility Pole and O/H Lines @ 35+85	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Utility Pole and O/H Lines @ 37+50	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Utility Pole and O/H Lines @ 38+50	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Utility Pole and O/H Lines @ 38+66	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Utility Pole and O/H Lines @ 39+53	120	22-Jan-24	11-Jul-24	105
120	WS-Tel/Comm: Relocate Guy Pole @ 39+82	120	22-Jan-24	11-Jul-24	105

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- Critical Remaining Work
- Remaining Work
- Actual Work
- ◆ Milestone
- ◆ Changed Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort
- ◆ % Complete



Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

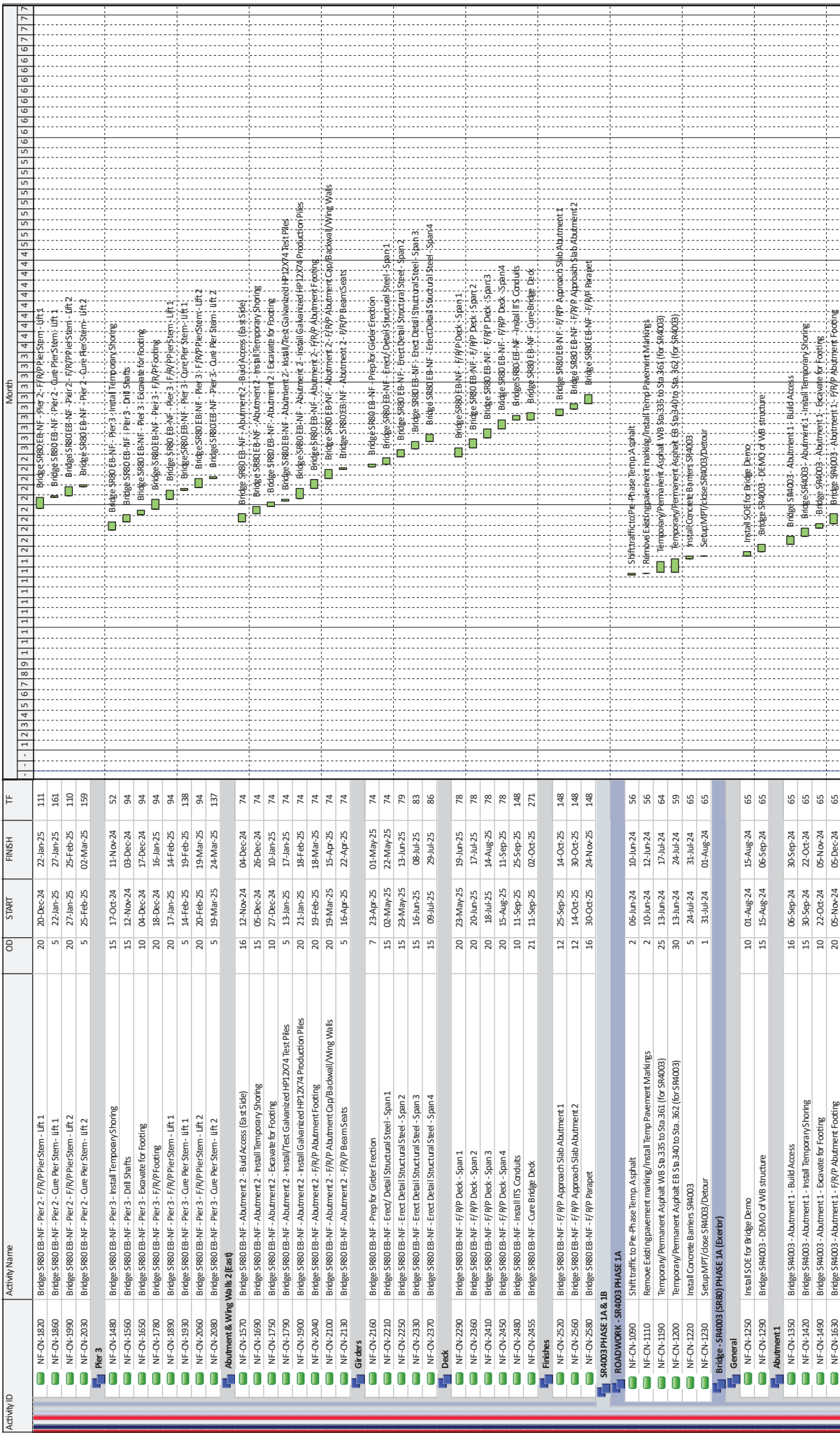
Legend:

- ◆ Critical Remaining Work
- ◆ Remaining Work
- ◆ Actual Work
- ◆ Milestone
- ◆ % Complete
- ◆ Actual Level of Effort

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK Filter: All Activities

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Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

Legend:

- Critical Remaining Work
- Remaining Work
- Actual Work
- ◆ Milestone
- ◆ Changed Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort
- ◆ % Complete

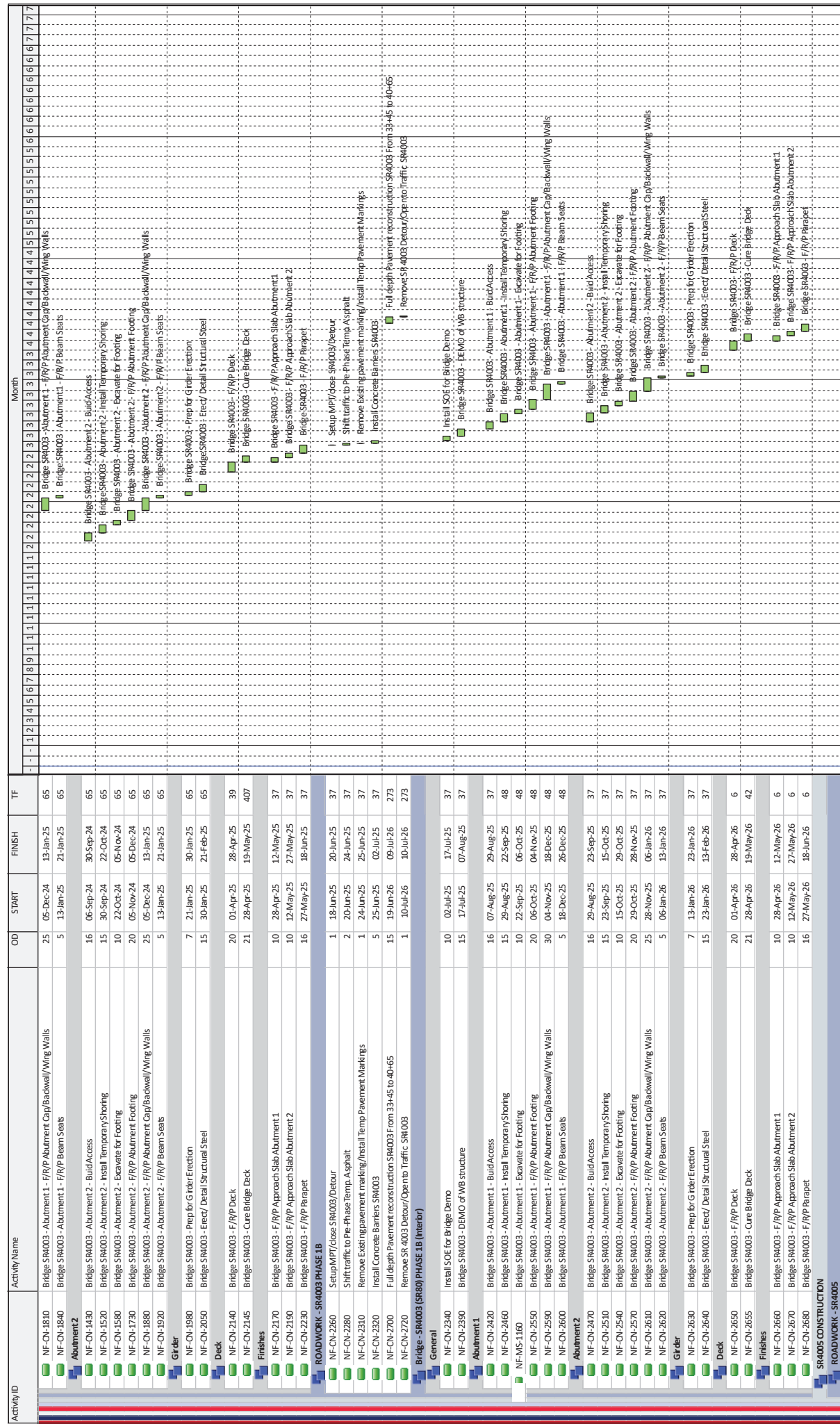
Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

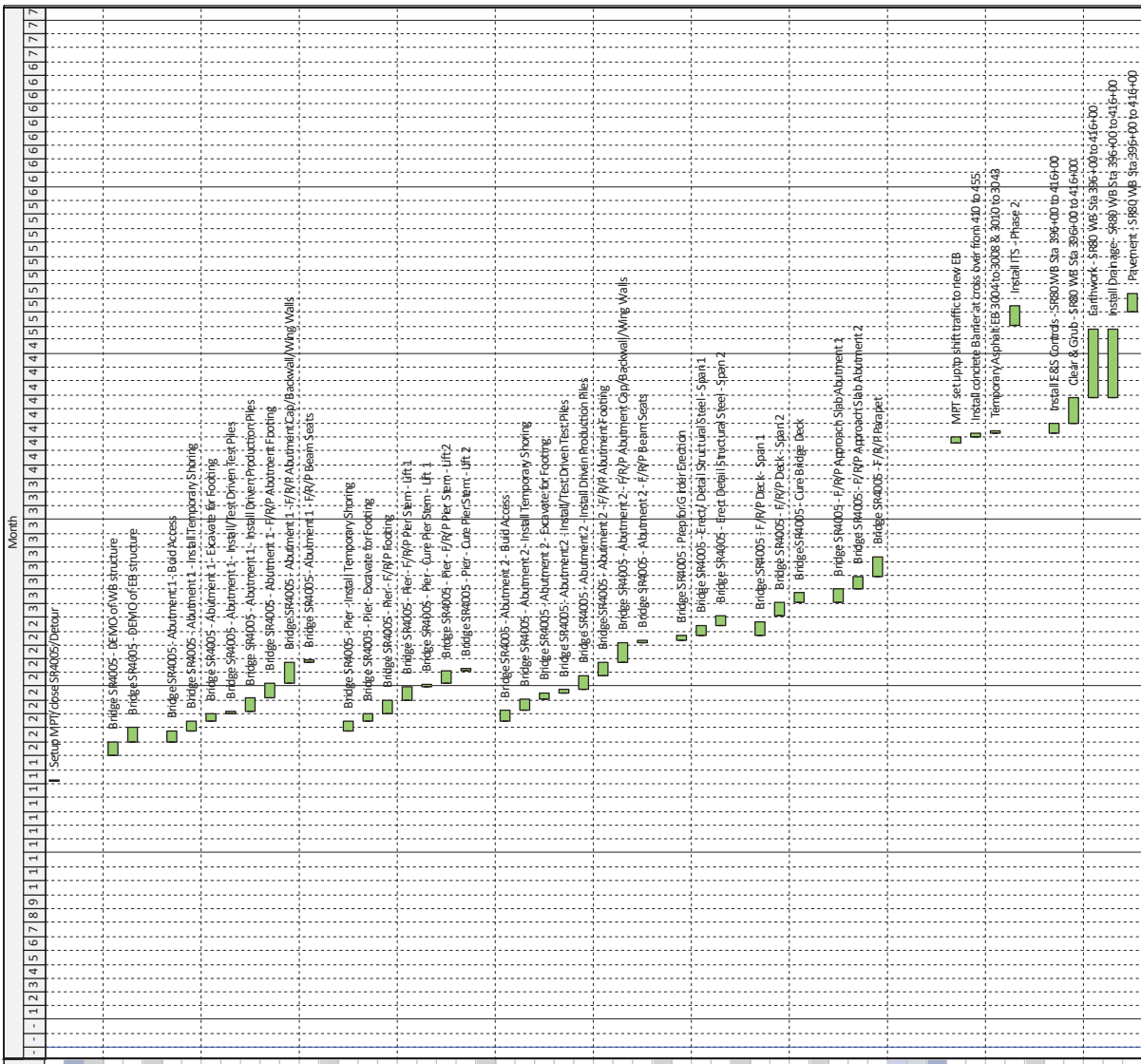
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities



Start: 01-Nov-22
End: 27-Dec-28
Data: 01-Nov-22
Run: 04-Nov-22

- ◆ Milestone
- ◆ Critical Remaining Work
- ◆ Changed Work
- ◆ Remaining Work
- ◆ Actual Work
- ◆ Remaining Level of Effort
- ◆ Actual Level of Effort
- ◆ % Complete

ROADWORK - SR4003



Activity ID	Activity Name	OD	START	FINISH	TF
NF-CN-1070	Setup M/P/T/Close SR4005/ Detour	1	06-Jun-24	07-Jun-24	1,49
Bridge - SR4005 (SR80)					
General					
NF-CN-1280	Bridge SR4005 - DEMO of WB structure	21	01-Aug-24	30-Aug-24	112
NF-CN-1360	Bridge SR4005 - DEMO of EB structure	21	30-Aug-24	01-Oct-24	430
Abutment 1					
NF-CN-1340	Bridge SR4005 - Abutment 1 - Build Access	16	30-Aug-24	24-Sep-24	112
NF-CN-1390	Bridge SR4005 - Abutment 1 - Install Temporary Shoring	15	24-Sep-24	16-Oct-24	143
NF-CN-1440	Bridge SR4005 - Abutment 1 - Excavate for Footing	10	16-Oct-24	30-Oct-24	143
NF-CN-1450	Bridge SR4005 - Abutment 1 - Install/ Test Driven Test Piles	5	30-Oct-24	06-Nov-24	143
NF-CN-1640	Bridge SR4005 - Abutment 1 - Install Driven Production Piles	20	06-Nov-24	06-Dec-24	143
NF-CN-1770	Bridge SR4005 - Abutment 1 - F/R/P Abutment Footing	20	06-Dec-24	07-Jan-25	143
NF-CN-1960	Bridge SR4005 - Abutment 1 - F/R/P Abutment Cap/Backwall/Wing Walls	30	07-Jan-25	20-Feb-25	143
NF-CN-2010	Bridge SR4005 - Abutment 1 - F/R/P Beam Seats	5	20-Feb-25	27-Feb-25	143
Pier					
NF-CN-1400	Bridge SR4005 - Pier - Install Temporary Shoring	15	24-Sep-24	16-Oct-24	112
NF-CN-1450	Bridge SR4005 - Pier - Excavate for Footing	10	16-Oct-24	30-Oct-24	157
NF-CN-1590	Bridge SR4005 - Pier - F/R/P Footing	20	30-Oct-24	29-Nov-24	157
NF-CN-1740	Bridge SR4005 - Pier - F/R/P Pier Stem - Lift 1	20	29-Nov-24	30-Dec-24	157
NF-CN-1800	Bridge SR4005 - Pier - Cure Pier Stem - Lift 1	5	30-Dec-24	04-Jan-25	228
NF-CN-1910	Bridge SR4005 - Pier - F/R/P Pier Stem - Lift 2	20	06-Jan-25	03-Feb-25	157
NF-CN-1950	Bridge SR4005 - Pier - Cure Pier Stem - Lift 2	5	03-Feb-25	08-Feb-25	227
Abutment 2					
NF-CN-1510	Bridge SR4005 - Abutment 2 - Build Access	16	16-Oct-24	07-Nov-24	112
NF-CN-1600	Bridge SR4005 - Abutment 2 - Install Temporary Shoring	15	07-Nov-24	02-Dec-24	112
NF-CN-1680	Bridge SR4005 - Abutment 2 - Excavate for Footing	10	02-Dec-24	16-Dec-24	112
NF-CN-1710	Bridge SR4005 - Abutment 2 - Install/ Test Driven Test Piles	5	16-Dec-24	23-Dec-24	112
NF-CN-1850	Bridge SR4005 - Abutment 2 - Install Driven Production Piles	20	23-Dec-24	23-Jan-25	112
NF-CN-1970	Bridge SR4005 - Abutment 2 - F/R/P Abutment Footing	20	23-Jan-25	21-Feb-25	112
NF-CN-2090	Bridge SR4005 - Abutment 2 - F/R/P Abutment Cap/Backwall/Wing Walls	30	21-Feb-25	04-Apr-25	112
NF-CN-2120	Bridge SR4005 - Abutment 2 - F/R/P Beam Seats	5	04-Apr-25	11-Apr-25	112
Girder					
NF-CN-2150	Bridge SR4005 - Prep for G Ider Erection	7	11-Apr-25	22-Apr-25	112
NF-CN-2200	Bridge SR4005 - Erect/ Detail Structural Steel - Span 1	15	22-Apr-25	13-May-25	112
NF-CN-2240	Bridge SR4005 - Erect Detail Structural Steel - Span 2	15	13-May-25	04-Jun-25	112
Deck					
NF-CN-2220	Bridge SR4005 - F/R/P Deck - Span 1	20	22-Apr-25	20-May-25	128
NF-CN-2350	Bridge SR4005 - F/R/P Deck - Span 2	20	04-Jun-25	02-Jul-25	117
NF-CN-2355	Bridge SR4005 - Cure Bridge Deck	21	02-Jul-25	23-Jul-25	342
Finishes					
NF-CN-2400	Bridge SR4005 - F/R/P Approach Slab Abutment 1	20	02-Jul-25	31-Jul-25	177
NF-CN-2430	Bridge SR4005 - F/R/P Approach Slab Abutment 2	20	31-Jul-25	28-Aug-25	177
NF-CN-2530	Bridge SR4005 - F/R/P Parapet	30	28-Aug-25	10-Oct-25	177
PHASE 2					
SR80 CONSTRUCTION					
ROADWORK					
NF-CN-2690	M/P/T set up to shift traffic to new EB	8	18-Jun-26	01-Jul-26	6
NF-CN-2710	Install concrete Barrier at cross over from 4 D to 455	5	01-Jul-26	09-Jul-26	6
NF-CN-2730	Temporary Asphalt EB 3004 to 3008 & 3010 to 3043	2	10-Jul-26	13-Jul-26	210
NF-CN-2735	Install ITS - Phase 2	30	02-Mar-27	13-Apr-27	177
SR80 WB East of North Fork - R/W Sta 396+00 to 416+00					
NF-CN-2740	Install E&S Controls - SR80 WB Sta 396+00 to 416+00	15	09-Jul-26	30-Jul-26	79
NF-CN-2840	Clear & Grub - SR80 WB Sta 396+00 to 416+00	40	30-Jul-26	25-Sep-26	79
NF-CN-3180	Earthwork - SR80 WB Sta 396+00 to 416+00	100	25-Sep-26	23-Feb-27	79
NF-CN-3190	Install Drainage - SR80 WB Sta 396+00 to 416+00	100	25-Sep-26	23-Feb-27	79
NF-CN-3420	Pavement - SR80 WB Sta 396+00 to 416+00	30	01-Apr-27	12-May-27	54

Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
 (PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

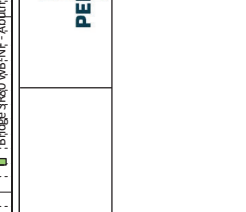
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Start: 01-Nov-22
 End: 27-Dec-28
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■ Critical Remaining Work
■ Changed Work
■ Remaining Work
■ Actual Work
■ Remaining Level of Effort
■ Actual Level of Effort
■ Milestone
■ % Complete

BRIDGING PENNSYLVANIA PARTNERS

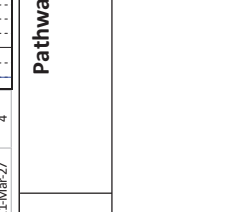
Activity ID	Activity Name	OD	START	FINISH	TF
NF-CN-3540	Full depth reconstruction S880 EB from Sta 416 to 429 Subbase/Drainage/pavement	48	13-May-27	19-Jul-27	54
SR80WB West of North Fork Bridge Sta 343+00 to 387+00					
NF-CN-2770	Install E&S Controls - SR80 WB Sta 343+00 to 387+00	15	30-Jul-26	20-Aug-26	120
NF-CN-2890	Clear & Grub - SR80 WB Sta 343+00 to 387+00	40	20-Aug-26	19-Oct-26	120
NF-CN-3220	Earthwork - SR80 WB Sta 343+00 to 387+00	90	19-Oct-26	02-Mar-27	120
NF-CN-3230	Install Drainage - SR80 WB Sta 343+00 to 387+00	90	19-Oct-26	02-Mar-27	120
NF-CN-3490	Pavement - SR80 WB Sta 343+00 to 387+00	30	13-May-27	23-Jun-27	72
Box Culvert					
NF-CN-2760	Extension Box Culvert 3 North Portal	20	13-Jul-26	10-Aug-26	320
Finishes					
NF-CN-3630	Seeding/Landscaping SR80 WB (Sta 396+00 to 416+00)	20	20-Jul-27	16-Aug-27	54
NF-CN-3885	Seeding/Landscaping SR80WB (Sta 343+00 to 387+00)	20	20-Jul-27	16-Aug-27	54
NF-CN-3660	Striping/Fencing/Guidelines/Signs	15	16-Aug-27	07-Sep-27	66
NF-CN-3890	Germination to 70% Vegetative Cover (Entire Project)	45	16-Aug-27	30-Sep-27	272
NF-CN-3680	Temporary/Permanent Pavement for Crosser	10	07-Sep-27	21-Sep-27	66
Bridge - SR80 WB over North Fork					
NF-CN-2880	Begin Demo WB existing superstructure Bridge over North Fork before (stream restrictor)	70	09-Jul-26	19-Oct-26	6
NF-CN-2950	Begin Demo WB existing substructure Bridge over North Fork before (stream restriction)	20	19-Oct-26	17-Nov-26	6
Abutment & Wing Walls 1 (West)					
NF-CN-2960	Bridge SR80 WB-NF - Abutment 1 - Install Temporary Shoring	15	02-Nov-26	24-Nov-26	6
NF-CN-2980	Bridge SR80 WB-NF - Abutment 1 - Excavate for Footing	10	24-Nov-26	09-Dec-26	66
NF-CN-3000	Bridge SR80 WB-NF - Abutment 1 - Install/Text Galvanized HP12X74 Test Piles	5	09-Dec-26	16-Dec-26	66
NF-CN-3080	Bridge SR80 WB-NF - Abutment 1 - Install Galvanized HP12X74 Production Piles	20	16-Dec-26	15-Jan-27	66
NF-CN-3130	Bridge SR80 WB-NF - Abutment 1 - F/R/P Pier Stem - Lift 1	20	15-Jan-27	16-Feb-27	66
NF-CN-3260	Bridge SR80 WB-NF - Abutment 1 - F/R/P Abutment Cap/Badwall/Wing Walls	20	16-Feb-27	16-Mar-27	66
NF-CN-3300	Bridge SR80 WB-NF - Abutment 1 - F/R/P Beam Seats	5	16-Mar-27	23-Mar-27	66
Pier 1					
NF-CN-3010	Bridge SR80 WB-NF - Pier 1 - Install Temporary Shoring	15	24-Nov-26	16-Dec-26	6
NF-CN-3050	Bridge SR80 WB-NF - Pier 1 - Excavate for Footing	10	16-Dec-26	31-Dec-26	66
NF-CN-3090	Bridge SR80 WB-NF - Pier 1 - F/R/P Footing	20	31-Dec-26	01-Feb-27	66
NF-CN-3160	Bridge SR80 WB-NF - Pier 1 - F/R/P Pier Stem - Lift 1	15	01-Feb-27	29-Feb-27	66
NF-CN-3240	Bridge SR80 WB-NF - Pier 1 - Cure Pier Stem - Lift 1	5	23-Feb-27	28-Feb-27	93
NF-MN-3160	Bridge SR80 WB-NF - Pier 1 - F/R/P Pier Stem - Lift 2	15	01-Mar-27	19-Mar-27	65
NF-CN-3330	Bridge SR80 WB-NF - Pier 1 - Cure Pier Stem - Lift 2	5	19-Mar-27	24-Mar-27	96
Pier 2					
NF-CN-3070	Bridge SR80 WB-NF - Pier 2 - Install Temporary Shoring	15	17-Dec-26	11-Jan-27	5
NF-CN-3100	Bridge SR80 WB-NF - Pier 2 - Drill Shafts	15	11-Jan-27	02-Feb-27	24
NF-CN-3140	Bridge SR80 WB-NF - Pier 2 - Excavate for Footing	10	02-Feb-27	17-Feb-27	24
NF-CN-3270	Bridge SR80 WB-NF - Pier 2 - F/R/P Footing	20	17-Feb-27	17-Mar-27	24
NF-CN-3370	Bridge SR80 WB-NF - Pier 2 - F/R/P Pier Stem - Lift 1	20	17-Mar-27	14-Apr-27	24
NF-CN-3380	Bridge SR80 WB-NF - Pier 2 - Cure Pier Stem - Lift 1	5	14-Apr-27	19-Apr-27	35
NF-CN-3440	Bridge SR80 WB-NF - Pier 2 - F/R/P Pier Stem - Lift 2	20	19-Apr-27	17-May-27	24
NF-CN-3460	Bridge SR80 WB-NF - Pier 2 - Cure Pier Stem - Lift 2	5	17-May-27	22-May-27	37
Pier 3					
NF-CN-3110	Bridge SR80 WB-NF - Pier 3 - Install Temporary Shoring	15	17-Dec-26	11-Jan-27	5
NF-CN-3170	Bridge SR80 WB-NF - Pier 3 - Drill Shafts	15	11-Jan-27	02-Feb-27	24
NF-CN-3250	Bridge SR80 WB-NF - Pier 3 - Excavate for Footing	10	02-Feb-27	17-Feb-27	24
NF-CN-3340	Bridge SR80 WB-NF - Pier 3 - F/R/P Footing	20	17-Feb-27	17-Mar-27	24
NF-CN-3400	Bridge SR80 WB-NF - Pier 3 - F/R/P Pier Stem - Lift 1	20	17-Mar-27	14-Apr-27	24
NF-CN-3430	Bridge SR80 WB-NF - Pier 3 - Cure Pier Stem - Lift 1	5	14-Apr-27	19-Apr-27	35
NF-CN-3480	Bridge SR80 WB-NF - Pier 3 - F/R/P Pier Stem - Lift 2	20	19-Apr-27	17-May-27	24
NF-CN-3500	Bridge SR80 WB-NF - Pier 3 - Cure Pier Stem - Lift 2	5	17-May-27	22-May-27	37
Abutment & Wing Walls 2 (East)					
NF-CN-3200	Bridge SR80 WB-NF - Abutment 2 - Build Access (East Side)	16	11-Jan-27	03-Feb-27	4
NF-CN-3280	Bridge SR80 WB-NF - Abutment 2 - Install Temporary Shoring	15	03-Feb-27	25-Feb-27	4
NF-CN-3320	Bridge SR80 WB-NF - Abutment 2 - Excavate for Footing	10	25-Feb-27	11-Mar-27	4



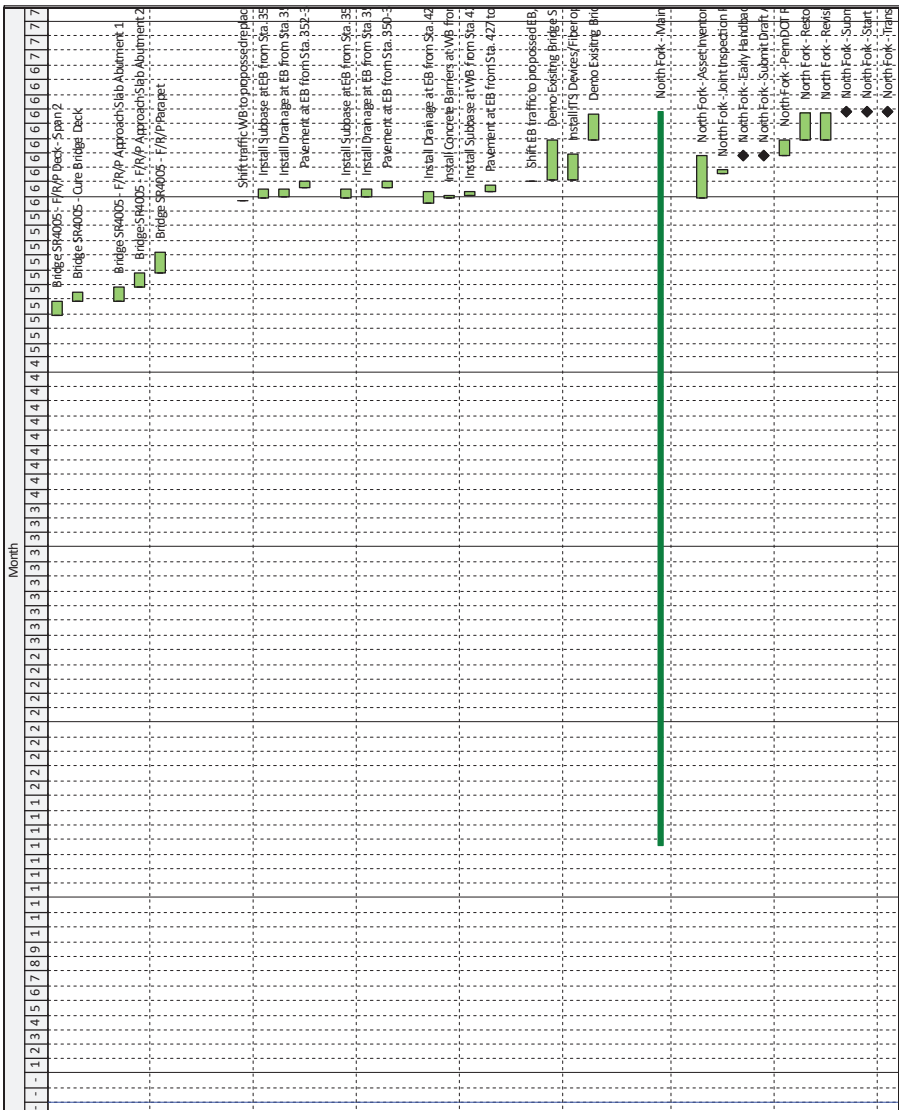
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Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)
(PATHWAYS) BARCHART (PRELIM BL) | TASK filter: All Activities

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Activity ID	Activity Name	OD	START	FINISH	TF
NF-CN-3450	Bridge SR4005 - F/R/P Deck - Span 2	20	29-Apr-27	26-May-27	80
NF-CN-3455	Bridge SR4005 - Cure Bridge Deck	21	26-May-27	15-Jun-27	156
NF-CN-3510	Bridge SR4005 - F/R/P Approach Slab Abutment 1	20	26-May-27	25-Jun-27	76
NF-CN-3560	Bridge SR4005 - F/R/P Approach Slab Abutment 2	20	25-Jun-27	26-Jul-27	76
NF-CN-3550	Bridge SR4005 - F/R/P Parapet	30	26-Jul-27	07-Sep-27	76
PHASE 2A					
SR80 CONSTRUCTION					
ROADWORK TIE IN EB @ Sta 352-364					
NF-CN-3730	Shift traffic WB to proposed EB bridge	2	22-Dec-27	29-Dec-27	4
NF-CN-3760	Install Subbase at EB from Sta. 352-364	15	27-Dec-27	17-Jan-28	4
NF-CN-3790	Install Drainage at EB from Sta. 352-364	12	30-Dec-27	17-Jan-28	4
NF-CN-3820	Pavement at EB from Sta. 352-364	10	18-Jan-28	31-Jan-28	4
ROADWORK TIE IN WB @ Sta 350-363					
NF-CN-3770	Install Subbase at EB from Sta. 350-363	15	27-Dec-27	17-Jan-28	4
NF-CN-3800	Install Drainage at EB from Sta. 350-363	12	30-Dec-27	17-Jan-28	4
NF-CN-3830	Pavement at EB from Sta. 350-363	10	18-Jan-28	31-Jan-28	4
ROADWORK TIE IN WB @ Sta 427-440					
NF-CN-3780	Install Drainage at EB from Sta. 427 to 440	15	17-Dec-27	10-Jan-28	9
NF-CN-3740	Install Concrete Barriers at WB from Sta. 427 to 440	5	27-Dec-27	03-Jan-28	9
NF-CN-3750	Install Subbase at WB from Sta. 427 to 440	5	04-Jan-28	10-Jan-28	9
NF-CN-3810	Pavement at EB from Sta. 427 to 440	10	11-Jan-28	24-Jan-28	9
PHASE 3					
NF-CN-3840	Shift EB traffic to proposed EB, new bridge.	2	01-Feb-28	02-Feb-28	4
NF-CN-3860	Demo Existing Bridge SR80 EB over North Fork 3 superstructure	60	03-Feb-28	26-Apr-28	4
NF-CN-3850	Install ITS Devices/Fiber optic cable	40	03-Feb-28	29-Mar-28	24
NF-CN-3870	Demo Existing Bridge SR80 EB over North Fork 3 substructure	40	27-Apr-28	21-Jun-28	4
MAINTENANCE DURING CONSTRUCTION					
NF-MT-1015	North Fork - Maintenance During Construction	1529	17-Apr-24	24-Jun-28	6
MAINTENANCE PERIOD					
NF-MT-1050	North Fork - Asset Inventory / Condition Assessment	89	27-Dec-27	25-Mar-28	187
NF-MT-1060	North Fork - Joint Inspection Process for Early Handback Elements	7	17-Feb-28	24-Feb-28	218
NF-MT-1000	North Fork - Early Handback Element Transition Coordination Meeting	0	25-Mar-28		218
NF-MT-1010	North Fork - Submit Draft Asset Inventory / Condition Assessment	0	26-Mar-28		187
NF-MT-1070	North Fork - PennDOT Review of Asset Inventory / Condition Assessment	30	27-Mar-28	26-Apr-28	187
NF-MT-1080	North Fork - Restoration of any assets note in Asset Inventory / Condition Assessment	57	27-Apr-28	23-Jun-28	187
NF-MT-1090	North Fork - Revision of Asset Inventory / Condition Assessment based on Field Work	56	28-Apr-28	23-Jun-28	187
NF-MT-1020	North Fork - Submit Revised Asset Inventory / Condition Assessment	0	25-Jun-28		186
NF-MT-1030	North Fork - Start of Maintenance Period Scope for individual bridge	0	25-Jun-28		185
NF-MT-1040	North Fork - Transfer of Early Handback Elements for individual bridge	0	25-Jun-28		185



Pathways Major Bridge Initiative (PRELIMINARY DRAFT BASELINE R1)

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- ◆ Actual Level of Effort
- ▬ % Complete

PACKAGE PROPOSAL SCHEDULE OF VALUES:

[see following pages]⁶

⁶ All above from final tech proposal.

Appendix F.1 Schedule Of Values with Pricing- Canoe Creek

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
100	0201-0001	CLEARING AND GRUBBING	1	LS	\$ 2,500,000.00	\$ 2,500,000.00
110	0203-0006	SAW CUTTING	8,605	LF	\$ 3.00	\$ 25,815.00
200	0203-0001	CLASS 1 EXCAVATION	456,411	CY	\$ 30.00	\$ 13,692,330.00
300	0203-0005	CLASS 1C EXCAVATION	57,552	CY	\$ 33.00	\$ 1,899,216.00
400	0204-0001	CLASS 2 EXCAVATION	2,300	CY	\$ 40.00	\$ 92,000.00
405	0204-0100	CLASS 3 OVEREXCAVATION	614	CY	\$ 150.00	\$ 92,100.00
500	4205-0200	SELECTED BORROW EXCAVATION, 206 ROCK	101,782	CY	\$ 60.00	\$ 6,106,920.00
600	0212-0001	GEOTEXTILE, CLASS 1	27,200	LF	\$ 1.00	\$ 27,200.00
650		ACID BEARING ROCK (PDA)	1,650,000	DOL	\$ 1.00	\$ 1,650,000.00
700	0212-0014	GEOTEXTILE, CLASS 4, TYPE A	185,680	SY	\$ 4.50	\$ 835,560.00
710	0303-0001	CEMENT TREATED PRMEABLE BASE COURSE, 4" DPTH (ALT)	80,700	SY	\$ -	\$ -
720	0350-0104	SUBBASE 4" DEPTH (NO.2A) (ALTERNATE)	80,700	SY	\$ 13.00	\$ 1,049,100.00
730	0360-0001	ASPHLT TREATED PRMEABLE BASE COURSE, 4" DPTH (ALT)	80,700	SY	\$ 23.00	\$ 1,856,100.00
800	0419-1326	STMX, WRG, RPS PG 644E-22, 9.5MM MIX, 1.5"D SRL-E	23,723	SY	\$ 16.00	\$ 379,568.00
900	0413-6087	SPRPV, BINDER, PG64E-22, >=30M, 19.0MM, 2.5" D	32,194	SY	\$ 17.00	\$ 547,298.00
910	0413-1030	SPRPV ASPH,SCRTH,PG64S-22,10-<30M,9.5MM MIX,SRL-E	701	TONS	\$ 165.00	\$ 115,665.00
920	0413-2115	SPRPV ASPH,LVLNG,PG64S-22,10-<30M,9.5MM MIX,SRL-E	701	TONS	\$ 175.00	\$ 122,675.00
1105	0350-0120	SUBBASE MATERIAL (NO 2A) SHOULDER BACKUP	9,284	CY	\$ 75.00	\$ 696,300.00
1200	0413-0428	SPRPV,WRG CRS,PG64E-22,10<30M, 9.5MM,1.5"D, SRL-H	8,473	SY	\$ 14.00	\$ 118,622.00
1300	0491-0017	MILLING OF ASPHALT, 4" D MAT'L RETAINED BY CONT.	19,454	SY	\$ 9.00	\$ 175,086.00
1310	0491-0019	MILLING OF ASPH PVT SURF,VRBLE D,MATL RET BY CONTR	12,740	SY	\$ 11.00	\$ 140,140.00
1400	0460-0001	ASPHALT TACK COAT	177,902	SY	\$ 0.40	\$ 71,160.80
1500	0601-0313	18" THERMOPLASTIC PIPE, GROUP I, 15'-1.5' FILL	4,952	LF	\$ 270.00	\$ 1,337,040.00
1600	0601-0315	24" THERMOPLASTIC PIPE, GROUP I, 15'-1.5' FILL	779	LF	\$ 400.00	\$ 311,600.00
1604	0601-0317	30" THERMOPLASTIC PIPE, GROUP I, 15'-1.5' FILL	1,220	LF	\$ 445.00	\$ 542,900.00
1606	0601-0319	36" THERMOPLASTIC PIPE, GROUP I, 15'-1.5' FILL	136	LF	\$ 460.00	\$ 62,560.00
1608	0601-0320	42" THERMOPLASTIC PIPE, GROUP I, 15'-1.5' FILL	81	LF	\$ 480.00	\$ 38,880.00
1700	0601-7014	18" RCP, TYPE A, 15'-1.5' FILL, 100 YEAR DESIGN	3,395	LF	\$ 350.00	\$ 1,188,250.00
1800	0601-7028	24" RCP, TYPE A, 15'-1.5' FILL, 100 YR DESIGN	864	LF	\$ 410.00	\$ 354,240.00
1802	0601-7043	30" RCP, TYPE A, 15'-2' FILL, 100 YR DESIGN	91	LF	\$ 470.00	\$ 42,770.00
1900	0601-7058	36" RCP, TYPE A, 15'-3' FILL, 100 YR DESIGN	222	LF	\$ 515.00	\$ 114,330.00
1902	0601-7066	42" RCP, TYPE A, 15'-2' FILL, 100 YR DESIGN	78	LF	\$ 625.00	\$ 48,750.00
1904	0601-0760	12" DUCTILE IRON PIPE	176	LF	\$ 260.00	\$ 45,760.00
2000	0605-2620	TYPE D-W ENDWALL	5	EA	\$ 6,630.00	\$ 33,150.00
2010	0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	114	SET	\$ 1,857.00	\$ 211,698.00
2090	0605-2041	MANHOLE FRAME AND COVER	2	EA	\$ 935.00	\$ 1,870.00
2093	0605-2854	TYPE 4 INLET BOX, HEIGHT <= 10'	11	EA	\$ 9,450.00	\$ 103,950.00
2095	0605-2858	TYPE 5 INLET BOX, HEIGHT <= 10'	2	EA	\$ 12,130.00	\$ 24,260.00
2096	0605-30XX	TYPE X MANHOLE, STORM WATER, HEIGHT XX	2	EA	\$ 14,834.00	\$ 29,668.00
2097	0605-3022	TYPE 5 MH, STORM WATER, H >10' & <=20'	3	EA	\$ 6,500.00	\$ 19,500.00
2098	0605-3041	TYPE 7 MH, STORM WATER, H >10' & <=20'	1	EA	\$ 11,855.00	\$ 11,855.00
2105	0605-2710	TYPE C CONCRETE TOP UNIT AND GRATE	8	SET	\$ 1,770.00	\$ 14,160.00
2200	0605-2850	STANDARD INLET BOX, HEIGHT < /= 10'	64	EA	\$ 7,140.00	\$ 456,960.00
2202	0605-2851	STANDARD INLET BOX, HEIGHT >10' & <=20'	14	EA	\$ 11,440.00	\$ 160,160.00
2204	0605-2852	STANDARD INLET BOX, HEIGHT >20' & <30'	1	EA	\$ 16,400.00	\$ 16,400.00
2300	0610-7003	8" PAVEMENT BASE DRAIN	27,200	LF	\$ 28.00	\$ 761,600.00
2400	0615-0023	8" SUBSURFACE DRAIN OUTLETS	1,480	LF	\$ 67.00	\$ 99,160.00
2500	0615-0040	SUBSURFACE DRAIN OUTLET ENDWALL (SLOPED)	74	EA	\$ 580.00	\$ 42,920.00
2600	0615-0066	66" RED SUBSURFACE DRAIN OUTLET MARKER	74	EA	\$ 300.00	\$ 22,200.00
2700	0616-1202	CONCRETE END SECTION FOR 18" PIPE	17	EA	\$ 2,665.00	\$ 45,305.00
2800	0616-1204	CONCRETE END SECTION FOR 24" PIPE	4	EA	\$ 2,630.00	\$ 10,520.00
2900	0616-1208	CONCRETE END SECTION FOR 36" PIPE	1	EA	\$ 4,080.00	\$ 4,080.00
2902	0616-1209	CONCRETE END SECTION FOR 42" PIPE	1	EA	\$ 5,750.00	\$ 5,750.00
2904	0605-2640	TYPE D ENDWALL FOR 18" PIPE	4	EA	\$ 2,190.00	\$ 8,760.00
2906	0605-2644	TYPE D ENDWALL FOR 30" PIPE	1	EA	\$ 2,390.00	\$ 2,390.00
3000	0619-0459	PERMANENT IAD, TYPE II, TEST LEVEL 3, TANG(MASH)	7	EA	\$ 3,000.00	\$ 21,000.00
3100	0620-0010	TYP AND ALT CONC BRG BARRIER TRANS WO INLET PLACE	4	EA	\$ 1,675.00	\$ 6,700.00
3200	0620-0400	TERMINAL SECTION, SINGLE	7	EA	\$ 95.00	\$ 665.00
3300	0620-0402	TERMINAL SECTION, D-3 STRUCTURES CONNECTION	2	EA	\$ 125.00	\$ 250.00
3400	0620-0502	REMOVE EXISTING GUIDE RAIL (DEPARTMENT PROPERTY)	8,880	LF	\$ 6.00	\$ 53,280.00
3500	0620-0872	BURIED IN BACKSLOPE TERMINAL, SINGLE PANEL	1	EA	\$ 1,500.00	\$ 1,500.00
3600	0620-1600	TYPE 31-S GUIDE RAIL	10,457	LF	\$ 28.00	\$ 292,796.00
3700	0620-1625	TYPE 31-SC GUIDE RAIL	75	LF	\$ 98.00	\$ 7,350.00
3800	0620-1660	TYPE 31-STRONG POST ANCHOR TERMINAL	9	EA	\$ 1,800.00	\$ 16,200.00
3810	0624-0001	RIGHT-OF-WAY FENCE, TYPE 1	4,660	LF	\$ 13.00	\$ 60,580.00
3812	0624-0300	END POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	12	EA	\$ 255.00	\$ 3,060.00
3814	0624-0400	CORNER POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	27	EA	\$ 420.00	\$ 11,340.00
3816	0624-0500	PULL POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	10	EA	\$ 420.00	\$ 4,200.00
3818	0624-0600	LINE POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	466	EA	\$ 76.00	\$ 35,416.00
3900	0660-0003	MILLED ASPHALT PAVEMENT SHOULDER RUMBLE STRIPS	49,830	LF	\$ 0.55	\$ 27,406.50

Appendix F.1 Schedule Of Values with Pricing- Canoe Creek

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
4000	0851-0033	ROCK, CLASS R-5	22	CY	\$ 180.00	\$ 3,960.00
4100	0851-0003	ROCK APRON	311	SY	\$ 185.00	\$ 57,535.00
4200	1018-0001	REMOVAL OF EXISTING D-3 STRUCTURES - WESTBOUND	1	LS	\$ 1,600,000.00	\$ 1,600,000.00
4300	1018-0002	REMOVAL OF EXISTING D-3 STRUCTURES - EASTBOUND	1	LS	\$ 1,300,000.00	\$ 1,300,000.00
4400	0313-0108	SPRPV,BASE CRS,PG645-22,10 < 30M,37.0MM, 9"D	30,084	SY	\$ 53.00	\$ 1,594,452.00
4500	0350-0108	SUBBASE 8" DEPTH (NO. 2A) (TEMPORARY)	30,084	SY	\$ 20.00	\$ 601,680.00
4600	0413-0352	SPRPV,WEAR CRS,PG 645-22,10< 30M,9.5MM,2"D, SRL-E	30,084	SY	\$ 16.50	\$ 496,386.00
4700	0413-6064	SPRPV,BNDR CRS,PG645-22,10 < 30M,19.0 MM,2"D	30,084	SY	\$ 13.50	\$ 406,134.00
4800	0627-3020	TEMPORARY BARRIER, TL 3, DEFL <=/= 2'	10,524	LF	\$ 86.00	\$ 905,064.00
4900	0627-3020	RESET TEMPORARY BARRIER, TL 3, DEFL <=/= 2'	11,412	LF	\$ 9.20	\$ 104,990.40
5000	0696-0610	TEMP IMPACT ATTEN DEV, TYPE V STD, TL 3	5	EA	\$ 13,650.00	\$ 68,250.00
5100	0697-0610	RESET TEMP IMPACT ATTEN DEV, TYPE V STD, TL 3	5	EA	\$ 1,075.00	\$ 5,375.00
5150		MAINTENANCE DURING CONSTRUCTION	1	LS	\$ 300,000.00	\$ 300,000.00
5200	0901-0001	MAINT AND PROT OF TRAFFIC DURING CONSTRUCTION	1	LS	\$ 2,500,500.00	\$ 2,500,500.00
5205	0901-0120	SPEED DISPLAY SIGN	4	EA	\$ 34,000.00	\$ 136,000.00
5210	0901-0231	ADDITIONAL WARNING LIGHTS TYPE B	9,600	DAY	\$ 1.00	\$ 9,600.00
5215	0901-0232	ADDITIONAL WARNING LIGHTS TYPE C	9,600	DAY	\$ 6.75	\$ 64,800.00
5220	0901-0240	ADDITIONAL TRAFFIC CONTROL SIGNS	144	SF	\$ 30.00	\$ 4,320.00
5225	0975-0001	REMOVE POST MOUNTED SIGNS, TYPE F	2	EA	\$ 100.00	\$ 200.00
5300	8120-0001	***BRIDGE STRUCTURE, AS DESIGNED, S-39577 WB***	1	LS	\$ 33,176,000.00	\$ 33,176,000.00
7700	1002-0192	REINFORCEMENT BARS, EPOXY COATED	1,667,340	LB	\$ 2.80	\$ 4,668,552.00
7800	0205-0290	SELECTED BORROW EXCAVATION COARSE AGGREGATE, 2A	9	CY	\$ 250.00	\$ 2,250.00
7900	0205-0368	SELECTED BORROW EXCAVATION ROCK, CLASS R-7	1,330	TON	\$ 115.00	\$ 152,950.00
8000	9000-XXXX	TEMPORARY SOE, S-39577 WB	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
8100	9000-XXXX	PRTCTVE SHIELDING DURING CONC REMOVAL (S35977 WB)	1	LS	\$ 40,000.00	\$ 40,000.00
8200	1007-XXXX	9-5/8" MICROPILE (S-35977 WB)	5,961	LF	\$ 155.00	\$ 923,955.00
8300	1007-0230	MICROPILE GROUT (S-35977 WB)	2,262	CF	\$ 30.00	\$ 67,860.00
8400	1007-0200	MICROPILE VERIFICATION TEST (S-35977 WB)	2	EA	\$ 35,000.00	\$ 70,000.00
8500	1007-0210	MICROPILE PROOF LOAD TEST (S-35977 WB)	4	EA	\$ 5,500.00	\$ 22,000.00
8600	1006-XXXX	***84" DIA DRILLED SHAFT (S-35977 WB)***	397	LF	\$ 2,850.00	\$ 1,131,450.00
8610		84" PERMANENT CASING FOR DRILLED CAISSONS	397	LF	\$ 650.00	\$ 258,050.00
8700		78" DIA DRILLED CAISSONS, ROCK SOCKET (S-35977 WB)	176	LF	\$ 2,900.00	\$ 510,400.00
8800		TIP TEST (S-35977 WB)	12	EA	\$ 12,000.00	\$ 144,000.00
8810	1006-0050	HQ CORING (S-35977 WB)	1	LF	\$ 8,850.00	\$ 8,850.00
8820	1006-0010	TEST HOLES (S-35977 WB)	693	LF	\$ 150.00	\$ 103,950.00
8830	1006-0030	OBSTRUCTION DRILLING, CAISSONS (S-35977 WB)	40	LF	\$ 1,800.00	\$ 72,000.00
9300	8120-0002	***BRIDGE STRUCTURE, AS DESIGNED, S-39578 EB***	1	LS	\$ 33,176,000.00	\$ 33,176,000.00
11700	1002-0192	REINFORCEMENT BARS, EPOXY COATED	1,703,460	LB	\$ 2.80	\$ 4,769,688.00
11800	0205-0290	SELECTED BORROW EXCAVATION COARSE AGGREGATE, 2A	9	CY	\$ 250.00	\$ 2,250.00
12000	9000-XXXX	TEMPORARY SOE, S-39578 EB	1	LS	\$ 1,500,000.00	\$ 1,500,000.00
12100	9000-XXXX	PROTECTIVE SHIELDING DURING CONCRETE REMOVAL	1	LS	\$ 40,000.00	\$ 40,000.00
12200	1007-XXXX	9-5/8" MICROPILE	6,252	LF	\$ 155.00	\$ 969,060.00
12300	1007-0230	MICROPILE GROUT	2,484	CF	\$ 30.00	\$ 74,520.00
12400	1007-0200	MICROPILE VERIFICATION TEST	2	EA	\$ 35,000.00	\$ 70,000.00
12500	1007-0210	MICROPILE PROOF LOAD TEST	4	EA	\$ 5,500.00	\$ 22,000.00
12600	1006-XXXX	84" DIA DRILLED SHAFT WITH PERMANENT CASING	338	LF	\$ 2,850.00	\$ 963,300.00
12610	1006-XXXX	84" PERMANENT CASING FOR DRILLED CAISSONS	338	LF	\$ 650.00	\$ 219,700.00
12700	1006-1134	78" DIA ROCK SOCKET	176	LF	\$ 2,900.00	\$ 510,400.00
12800	1006-0040	TIP TEST	12	EA	\$ 12,000.00	\$ 144,000.00
12810	1006-0050	HQ CORING (S-35978 EB)	1	LF	\$ 8,850.00	\$ 8,850.00
12820	1006-0010	TEST HOLES (S-35978 EB)	634	LF	\$ 150.00	\$ 95,100.00
12830	1006-0030	OBSTRUCTION DRILLING, CAISSONS (S-35978 EB)	40	LF	\$ 1,800.00	\$ 72,000.00
13300	8120-0003	***THOMPSON HILL D-3 STRUCTURES REHAB***	1	LS	\$ 1,300,000.00	\$ 1,300,000.00
15405	0	ROCK, CLASS R-5 CHOCKED WITH ROCK, CLASS R-3	76	CY	\$ 170.00	\$ 12,920.00
15510	0	EXPLORATOY AIR TRACK DRILLING	180	LF	\$ 75.00	\$ 13,500.00
15600	0608-0001	***MOBILIZATION***	1	LS	\$ 13,901,626.00	\$ 13,901,626.00
15700	0686-0010	CONSTRUCTION SURVEYING, TYPE A	1	LS	\$ 600,000.00	\$ 600,000.00
15800	0686-0050	CONSTRUCTION SURVEYING, TYPE D	1	LS	\$ 600,000.00	\$ 600,000.00
15900	0689-0003	CPM SCHEDULE	1	LS	\$ 50,000.00	\$ 50,000.00
16000	0609-0003	INSP FIELD OFFICE AND INSP FACIL, TYPE B	1	LS	\$ 120,000.00	\$ 120,000.00
16100	0609-0009	EQUIPMENT PACKAGE	1	LS	\$ 15,000.00	\$ 15,000.00
16700	4808-0140	PUSSY WILLOW	268	EA	\$ 10.00	\$ 2,680.00
16800	4808-0141	SILKY DOGWOOD	268	EA	\$ 10.00	\$ 2,680.00
16900	4808-0142	BLACK WILLOW	268	EA	\$ 10.00	\$ 2,680.00
17200	0855-0003	PUMPED WATER FILTER BAG	4	EA	\$ 600.00	\$ 2,400.00
17210	0855-0004	REPLACEMENT PUMPED WATER FILTER BAG	20	EA	\$ 275.00	\$ 5,500.00
17300	4849-0010	ROCK CONSTRUCTION ENTRANCE	20	EA	\$ 7,500.00	\$ 150,000.00
17400	0811-0003	TEMPORARY PROTECTIVE FENCE	11,250	LF	\$ 9.50	\$ 106,875.00
17600	0867-0018	COMPOST FILTER SOCK, 18' DIAMETER	2,750	LF	\$ 7.14	\$ 19,635.00
17800	0806-XXXX	ROLLED EROSION CONTROL PRODUCT	152,083	SY	\$ 1.60	\$ 243,332.80

Appendix F.1 Schedule Of Values with Pricing- Canoe Creek

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
17890	0804-0004	SEEDING - FORMULA E, INCLUDING MULCH	4,710	LB	\$ 37.00	\$ 174,270.00
18000	0860-0000	INLET FILTER BAG FOR TYPE M INLET	61	EA	\$ 330.00	\$ 20,130.00
18100	0860-0020	PIPE/GRAVEL INLET PROTECTION FOR TYPE M INLET	97	EA	\$ 530.00	\$ 51,410.00
18200	0851-0001	ROCK ENERGY DISSIPATOR	4	EA	\$ 16,000.00	\$ 64,000.00
18210	0861-0001	CLEANING SEDIMENTATION STRUCTURES	6,480	CY	\$ 20.00	\$ 129,600.00
19500		RELOCATE UNT 3 TO CANOE CREEK	52	LF	\$ 335.00	\$ 17,420.00
19600		RELOCATE UNT 6 TO CANOE CREEK	46	LF	\$ 370.00	\$ 17,020.00
19700		RELOCATE UNT 7 TO CANOE CREEK	19	LF	\$ 520.00	\$ 9,880.00
19800		RELOCATE UNT 10 TO CANOE CREEK	64	LF	\$ 370.00	\$ 23,680.00
19900		RELOCATE UNT 5 TO CANOE CREEK	152	LF	\$ 400.00	\$ 60,800.00
20000		RESTORATION UNT 2 TO CANOE CREEK	300	LF	\$ 580.00	\$ 174,000.00
20010	0626-0030	CORROSION RESISTANT GABIONS, TYPE B	515	LF	\$ 185.00	\$ 95,275.00
20202	0802-0001	TOPSOIL FURNISHED AND PLACED, 4" DEPTH	19,205	CY	\$ 35.00	\$ 672,175.00
20204	0804-0005	SEEDING & SOIL SUPPLEMENTS-FORMULA N,INCLDNG MULCH	420	LB	\$ 38.50	\$ 16,170.00
20208	0804-0013	SEEDING AND SOIL SUPPLEMENTS - FORMULA D	8,565	LB	\$ 11.00	\$ 94,215.00
20600	0875-0001	CONCRETE OUTLET STRUCTURE	1	EA	\$ 7,100.00	\$ 7,100.00
21000	0901-0320	4" STNDRD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW	47,726	LF	\$ 0.36	\$ 17,181.36
21025	0901-0330	4' STNDRD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	47,094	LF	\$ 0.36	\$ 16,953.84
21030	0901-0331	6' STNDRD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	46,254	LF	\$ 0.37	\$ 17,113.98
21035	0901-0332	8' STNDRD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	1,013	LF	\$ 0.50	\$ 506.50
21045	0901-0334	24' STNDRD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	12	LF	\$ 10.00	\$ 120.00
21050	0901-0450	3-LINE CHNGBLE MESSAGE SIGN W/ TELECOMMUNICATIONS	2	EA	\$ 43,500.00	\$ 87,000.00
21055	0930-0004	POST-MOUNTED SIGNS TYPE A	522	SF	\$ 79.80	\$ 41,655.60
21060	0930-0110	BREAKAWAY SYSTEM REPLACEMENT	1	EA	\$ 63,000.00	\$ 63,000.00
21065	0930-0101	STEEL S OR W BEAM POSTS	5,500	LB	\$ 15.75	\$ 86,625.00
21070	0931-0001	POST-MOUNTED SIGNS, TYPE B	666	SF	\$ 79.80	\$ 53,146.80
21075	0937-01XX	GUIDE RAIL MOUNTED DELINEATOR TYPE X (X/X)	330	EA	\$ 18.00	\$ 5,940.00
21080	0937-0XXX	BARRIER-MOUNTED DELINEATORS	120	EA	\$ 12.00	\$ 1,440.00
21085	0937-0XXX	FLEXIBLE DELINEATOR POST, GROUND-MOUNT	500	EA	\$ 40.00	\$ 20,000.00
21090	0962-0001	6" WHITE WATERBORNE PAVEMENT MARKINGS	20,677	LF	\$ 0.36	\$ 7,443.72
21095	0962-0100	4" WHITE WATERBORNE PAVEMENT MARKINGS	39,466	LF	\$ 0.36	\$ 14,207.76
21100	0962-1002	8" WHITE WATERBORNE PAVEMENT MARKINGS	1,013	LF	\$ 0.67	\$ 678.71
21105	0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	39,916	LF	\$ 0.36	\$ 14,369.76
21110	0963-0001	PAVEMENT MARKING REMOVAL	13,075	SF	\$ 1.56	\$ 20,397.00
21115	0966-00XX	SNWPLW RAISED PVMNT MRKR 2-WAY HLDR W/RFLCTR(X/X)	300	EA	\$ 136.50	\$ 40,950.00
21120	0966-01XX	SNWPLW PVMNT MRKR 2-WY BRDG DCK HLDR W/RFLCTR(X/X)	32	EA	\$ 147.00	\$ 4,704.00
21125	0971-0001	REMOVE POST MOUNTED SIGNS, TYPE B	39	EA	\$ 100.00	\$ 3,900.00
21200	1001-0020	CLASS C CEMENT CONCRETE	604	CY	\$ 437.59	\$ 264,304.36
29934	9000-0017	SURFACE MONUMENTS	33	EA	\$ 1,200.00	\$ 39,600.00
29938	9000-0019	SETTLEMENT MONITORING	1	EA	\$ 2,260.00	\$ 2,260.00
30000	9000-XXXX	INCIDENT MANAGEMENT PLAN	1	LS	\$ 60,000.00	\$ 60,000.00
30005	9000-XXXX	INCIDENT MANAGEMENT PLAN IMPLEMENTATION	1	LS	\$ 350,000.00	\$ 350,000.00
30020	9000-XXXX	REPAIR TEMPORARY IMPACT ATTENUATING DEVICE	25,000	DOL	\$ 1.00	\$ 25,000.00
30030	9000-XXXX	TEMPORARY HIGHWAY LIGHTING	1	LS	\$ 240,000.00	\$ 240,000.00
30100	9000-XXXX	WETLAND SOIL STOCKPILE WL-12	1	LS	\$ 6,500.00	\$ 6,500.00
30110	9000-XXXX	WETLAND SOIL STOCKPILE WL-13	1	LS	\$ 9,000.00	\$ 9,000.00
30120	9000-XXXX	SEDIMENT TRAP (EMBANKMENT)	3	EA	\$ 50,000.00	\$ 150,000.00
30160	9000-xxxx	GENERAL E&S MAINTENANCE	1	LS	\$ 660,000.00	\$ 660,000.00
30180	9000-XXXX	COMPOST SOCK SEDIMENT TRAP	2	EA	\$ 3,508.17	\$ 7,016.34
30190	9000-XXXX	TIMBER MATTING	11,153	SF	\$ 12.50	\$ 139,412.50
30200	9000-XXXX	CONCRETE WASHOUT	20	EA	\$ 1,000.00	\$ 20,000.00
30210	9000-XXXX	WEIGHTED SEDIMENT FILTER TUBE	1,258	LF	\$ 9.60	\$ 12,076.80
30220	9000-XXXX	TEMPORARY FLEXIBLE PIPE CONNECTOR	7	EA	\$ 1,535.00	\$ 10,745.00
30230	9000-XXXX	ROCK CHECK DAMS	33	EA	\$ 250.00	\$ 8,250.00
30240	9000-XXXX	VEGETATED SWALE W/INFILTRATION TRENCH	1,285	LF	\$ 75.00	\$ 96,375.00
30250	9000-XXXX	SEEDING - WETLAND MIX	250	LB	\$ 47.50	\$ 11,875.00
30300	9000-XXXX	DETENTION BASIN 1 ST 297+00 EB RT	1	LS	\$ 245,000.00	\$ 245,000.00
30600		DISPOSAL OF EXC BEDROCK MATERIAL (TO PDEP FACIL)	2,083	CY	\$ 100.00	\$ 208,300.00
30700		RIP RAP OUTLET PROTECTION	338	TON	\$ 250.00	\$ 84,500.00
30800		VEGETATED CHANNELS	8,193	LF	\$ 55.00	\$ 450,615.00
30900		ROCK LINED CHANNELS	1,150	LF	\$ 125.00	\$ 143,750.00
31000		TEMPORARY CHANNELS	18,994	LF	\$ 90.00	\$ 1,709,460.00
32000		TEMPORARY ACCESS ROADS	4,787	SY	\$ 125.00	\$ 598,375.00
32100		HIGH CAPACITY CRANE PADS	18	EA	\$ 40,000.00	\$ 720,000.00
32200		TEMPORARY CAUSEWAY (MULTIPLE PIPES)	1	LS	\$ 95,000.00	\$ 95,000.00
32300		TEMPORARY BYPASS (THOMPSON HILL CULVERT)	1	LS	\$ 210,000.00	\$ 210,000.00
32400	0910-0002	JUNCTION BOXES J.B.-1 (POWER)	3	EA	\$ 2,200.00	\$ 6,600.00
32500	0910-0002	JUNCTION BOXES J.B.-2 (COMMUNICATION)	17	EA	\$ 2,200.00	\$ 37,400.00
32600	0910-4114	AWG 4 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	2,520	LF	\$ 4.30	\$ 10,836.00
32700	0910-4116	AWG 8 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	840	LF	\$ 2.10	\$ 1,764.00

Appendix F.1 Schedule Of Values with Pricing- Canoe Creek

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
32800	0910-5055	2" DIRECT BURIAL CONDUIT	912	LF	\$ 11.00	\$ 10,032.00
32900		2" EXPOSED CONDUIT (ON BRIDGE)	1,440	LF	\$ 57.00	\$ 82,080.00
33000		4" EXPOSED CONDUIT (ON BRIDGE)	1,440	LF	\$ 94.00	\$ 135,360.00
33100		CONDUIT SLEEVE (6" HDPE)	120	LF	\$ 310.00	\$ 37,200.00
33200		TRENCH	14,832	LF	\$ 21.00	\$ 311,472.00
33300		FLEX DELINEATOR POST, GROUND-MOUNT TYPE GM-1 (C&P)	20	EA	\$ 75.00	\$ 1,500.00
33400		MICRODUCT CONDUIT	13,920	LF	\$ 18.00	\$ 250,560.00
33500		REMOVE & REINSTALL RWIS (INCLUDING FOUN. & FENCE)	1	LS	\$ 50,000.00	\$ 50,000.00
33600		R&R CCTV (INCLUDE FOUND, CABINET, AND SOLAR PANEL)	1	LS	\$ 45,000.00	\$ 45,000.00
33700		R&R HAR (FLASHING BEACONS AND SOLAR PANEL)	1	LS	\$ 19,000.00	\$ 19,000.00
33800		REMOVE AND REINSTALL WEIGH STATION FLASHING BEACON	1	LS	\$ 55,000.00	\$ 55,000.00
33900		COMM. SPLICE ENCLOSURE (ASSUMING TWISTED PAIR)	1	EA	\$ 7,500.00	\$ 7,500.00
90000	9000-XXXX	PLAIN CEMENT CONCRETE PAVEMENT, 14" DEPTH (ALT)	80,700	SY	\$ 130.00	\$ 10,491,000.00
200000		DESIGN AESTHETICS & LANDSCAPING	1	LS	\$ 250,000.00	\$ 250,000.00
500000		HAND-OVER (MILL/MPT/WEARING/PM)	1	LS	\$ 250,000.00	\$ 250,000.00
500100		ESCALATION - VENDORS/SUBS	1	LS	\$ 9,257,800.00	\$ 9,257,800.00
500500		MAINTENANCE DURING CONSTRUCTION	1	LS	\$ 1,007,100.00	\$ 1,007,100.00
6100000		ENVIRONMENTAL COMMITMENTS	1	LS	\$ 1,003,142.13	\$ 1,003,142.13
6500000		UTILITY RELOCATION AND SUPPORT	1	LS	\$ 430,500.00	\$ 430,500.00
7000000		INCIDENTALS BY BPC FOR TECHNICAL PROVISIONS	1	LS	\$ 2,004,439.00	\$ 2,004,439.00

Bid Total \$ 185,682,384.66

Appendix F.2 Schedule Of Values with Pricing- North Fork

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
100	0201-0001	CLEARING AND GRUBBING		1 LS	\$ 2,483,009.00	\$ 2,483,009.00
200	0203-0001	CLASS 1 EXCAVATION	751,190	CY	\$ 41.00	\$ 30,798,790.00
300	0203-0005	CLASS 1C EXCAVATION	21,751	CY	\$ 42.24	\$ 918,762.24
400	0204-0001	CLASS 2 EXCAVATION - SWALES	27,436	CY	\$ 38.29	\$ 1,050,524.44
500	4205-0200	SELECTED BORROW EXCAVATION, 206 ROCK	110,624	CY	\$ 59.61	\$ 6,594,296.64
600	0205-0100	FOREIGN BORROW EXCAVATION	120,833	CY	\$ -	\$ -
650		ACID BEARING ROCK (PDA)	3,350,000	PDA	\$ 1.00	\$ 3,350,000.00
700	0212-0001	GEOTEXTILE, CLASS 1	19,274	LF	\$ 2.60	\$ 50,112.40
710	0212-0014	GEOTEXTILE, CLASS 4, TYPE A	101,992	SY	\$ 4.94	\$ 503,840.48
800	0419-0007	SMA WEAR CRS, PG64E-22, LTS, 9.5MM, 1.5" D, SRL-E	95,486	SY	\$ 17.40	\$ 1,661,456.40
900	0413-6087	SPRPV BNDR CRS, PG64E-22, >= 30M, 19.0MM, 2.5" D	89,766	SY	\$ 18.40	\$ 1,651,694.40
1000	0313-0635	SPRPV BASE CRS, PG 64S-22, 10<30M, 25.00MM, 11" D	87,751	SY	\$ 55.00	\$ 4,826,305.00
1100	0314-0104	SPRPV ASPH RICH BASE CRS, PG 64S-22, 25.00MM, 4"D	87,751	SY	\$ 29.50	\$ 2,588,654.50
1200	0350-0108	SUBBASE 8" DEPTH (NO. 2A)	146,421	SY	\$ 30.57	\$ 4,476,089.97
1205	0350-0120	SUBBASE MATERIAL (NO. 2A) SHOULDER BACKUP	7,605	CY	\$ 93.64	\$ 712,132.20
1300	0413-0478	SPRPV WEAR CRS PG 64E-22 >=30M 9.5MM, 1.5" D	13,215	SY	\$ 17.41	\$ 230,073.15
1400	0413-6087	SPRPV BNDR CRS PG 64E-22 >=30M 19.0MM 2.5"D	6,761	SY	\$ 18.48	\$ 124,943.28
1500	0313-0635	SPRPV BASE CRS PG64S-22, 10<30M, 25.0MM, 3" D	6,761	SY	\$ 20.00	\$ 135,220.00
1600	0491-0019	MILLING OF ASPH, VARIABLE D, MATL RET BY CONTR	15,969	SY	\$ 8.00	\$ 127,752.00
1700	0413-2134	SPRPV WR CRSE PG 64E-22 >= 30M 9.5MM VAR D SRL-L	898	TON	\$ 180.00	\$ 161,640.00
1800	0413-0397	SPRPV WEAR CRS PG 64E-22, 3 TO <10M 9.5MM, 1.5" D	52,000	SY	\$ 15.83	\$ 823,160.00
1900	0413-6095	SPRPV BNDR CRS PG 64E-22, 3 TO <10M 19.0MM 2.5" D	52,000	SY	\$ 18.48	\$ 960,960.00
2000	0313-0434	SPRPV, BASE CRS, PG 64S-22, 0.3<3M, 25.0MM, 10" D	52,000	SY	\$ 62.00	\$ 3,224,000.00
2100	0460-0001	ASPHALT TACK COAT	520,266	SY	\$ 0.45	\$ 234,119.70
2105	0461-0001	ASPHALT PRIME COAT	4,349	SY	\$ 1.00	\$ 4,349.00
2200	0350-0121	SUBBASE (NO. 2A)	21,652	TON	\$ 60.78	\$ 1,316,008.56
2300	0605-2640	TYPE D ENDWALL FOR 18" PIPE	21	EA	\$ 1,885.50	\$ 39,595.50
2400	0605-2642	TYPE D ENDWALL FOR 24" PIPE	6	EA	\$ 2,514.44	\$ 15,086.64
2500	0605-2646	TYPE D ENDWALL FOR 36" PIPE	7	EA	\$ 5,584.85	\$ 39,093.95
2600	0605-2677	TYPE D-W ENDWALL FOR 42" PIPE	4	EA	\$ 7,531.51	\$ 30,126.04
2700	0605-2679	TYPE D-W ENDWALL FOR 54" PIPE	4	EA	\$ 14,640.05	\$ 58,560.20
2800	0605-2681	TYPE D-W ENDWALL FOR 72" PIPE	3	EA	\$ 16,704.27	\$ 50,112.81
2900	0605-3011	TYPE 4 MANHOLE, STORM WATER, H >5' AND < /= 10'	58	EA	\$ 12,636.55	\$ 732,919.90
2902		TYPE 4 MANHOLE, STORM WATER, H>10' <20'	45	EA	\$ 15,957.18	\$ 718,073.10
2904		TYPE 4 MANHOLE, STORM WATER, H>20'	3	EA	\$ 33,971.28	\$ 101,913.84
2905	0605-3021	TYPE 5 MANHOLE, STORM WATER, H >5' AND < /= 10'	3	EA	\$ 4,973.22	\$ 14,919.66
3100	0605-2731	TYPE M CONCRETE TOP UNIT AND BICYCLE GRATE	134	SET	\$ 1,598.23	\$ 214,162.82
3200	0605-2850	STANDARD INLET BOX, HEIGHT < /= 10'	90	EA	\$ 5,514.24	\$ 496,281.60
3202		STANDARD INLET BOX, HEIGHT >10' <20'	15	EA	\$ 8,926.11	\$ 133,891.65
3205	0605-2854	TYPE 4 INLET BOX, HEIGHT < /= 10'	34	EA	\$ 6,477.95	\$ 220,250.30
3300	0605-2858	TYPE 5 INLET BOX, HEIGHT < /= 10'	22	EA	\$ 9,535.10	\$ 209,772.20
3302		TYPE 5 INLET BOX, HEIGHT >10' <20'	12	EA	\$ 15,055.75	\$ 180,669.00
3400	0605-2866	TYPE 7 INLET BOX, HEIGHT < /= 10'	1	EA	\$ 37,979.26	\$ 37,979.26
3500	0605-2874	TYPE 9 INLET BOX, HEIGHT < /= 10'	4	EA	\$ 51,129.96	\$ 204,519.84
3550	0601-0313	18" THERMOPLASTIC PIPE GROUP I, 15'-1.5' FILL	4,601	LF	\$ 208.26	\$ 958,204.26
3554	0601-0315	24" THERMOPLASTIC PIPE, GROUP I, 15'-1.5' FILL	2,996	LF	\$ 269.00	\$ 805,924.00
3556	0601-0319	36" THERMOPLASTIC PIPE, GROUP I, 15'-1.5' FILL	2,500	LF	\$ 463.51	\$ 1,158,775.00
3600	0601-7014	18" RCP, TYPE A, 15' - 2' FILL, 100 YEAR DL	6,040	LF	\$ 208.43	\$ 1,258,917.20
3700	0601-7028	24" RCP, TYPE A, 15' - 2' FILL, 100 YEAR DL	331	LF	\$ 317.71	\$ 105,162.01
3800	0601-7058	36" RCP, TYPE A, 15' - 3' FILL, 100 YEAR DL	350	LF	\$ 390.75	\$ 136,762.50
3900	0601-7066	42" RCP, TYPE A, 15' - 2' FILL, 100 YEAR DL	400	LF	\$ 827.05	\$ 330,820.00
4100	0601-7080	54" RCP, TYPE A, 15' - 1.5' FILL, 100 YEAR DL	103	LF	\$ 825.29	\$ 85,004.87
4190		60" COR GALV STL PIPE, TY I, 2 2/3"X1/2" 10 GAGE	706	LF	\$ 634.77	\$ 448,147.62
4200	0601-4105	72" COR GALV STL PIPE, TY I, 2 2/3"X1/2" 10 GAGE	750	LF	\$ 1,090.89	\$ 818,167.50
4300	0610-7003	8" PAVEMENT BASE DRAIN	19,274	LF	\$ 14.40	\$ 277,545.60
4400	0615-0023	8" SUBSURFACE DRAIN OUTLETS	1,020	LF	\$ 16.00	\$ 16,320.00
4500	0615-0040	SUBSURFACE DRAIN OUTLET ENDWALL (SLOPED)	74	EA	\$ 600.00	\$ 44,400.00
4600	0615-0066	66" RED SUBSURFACE DRAIN OUTLET MARKER	74	EA	\$ 40.00	\$ 2,960.00
4700	0620-0872	BURIED-IN-BACKSLOPE TERMINAL, SINGLE PANEL	7	EA	\$ 1,556.54	\$ 10,895.78
4800	0619-0459	PERM IAD, TYPE II, TEST LEVEL 3, TANGENT (MASH)	6	EA	\$ 3,631.93	\$ 21,791.58
4900	0620-2011	THRIE-BEAM GR TO CONC BRDG BAR TRANS W CURB INLET	12	EA	\$ 3,631.93	\$ 43,583.16
5000	0620-2010	THRIE-BEAM GR TO CONC BRDG BAR TRANS WITHOUT CURB	4	EA	\$ 3,372.51	\$ 13,490.04
5100	0620-1660	TYPE 31 STRONG POST ANCHOR TERMINAL	11	EA	\$ 1,867.85	\$ 20,546.35
5200	0620-1025	TYPE 2-W GUIDERAIL	8,205	LF	\$ 25.94	\$ 212,837.70
5300	0620-1600	TYPE 31-S GUIDERAIL	6,506	LF	\$ 29.57	\$ 192,382.42
5405	0620-0400	TERMINAL SECTION, SINGLE	7	EA	\$ 129.71	\$ 907.97
5410	0620-0500	RESET GUIDE RAIL	13,679	LF	\$ 10.00	\$ 136,790.00
5500	0620-0502	REMOVE EXISTING GUIDE RAIL (DEPARTMENT PROPERTY)	18,995	LF	\$ 2.33	\$ 44,258.35
5550	0624-0001	RIGHT-OF-WAY FENCE, TYPE 1	26,000	LF	\$ 62.41	\$ 1,622,660.00
5600	0627-3021	TEMP BARRIER STEEL ZONEGUARD MIN DEFLECTION SYS	18,208	LF	\$ 58.37	\$ 1,062,800.96
5700	0627-3092	TEMP BARRIER CONC GLARE SCREEN PL F-SHAPE PENNDOT	4,639	LF	\$ 59.64	\$ 276,669.96
5800	0628-3021	RESET TEMP BAR STEEL ZG MIN DEFLECTION SYS	24,218	LF	\$ 12.08	\$ 292,553.44

Appendix F.2 Schedule Of Values with Pricing- North Fork

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
5900	0628-3092	RESET TEM BAR CONC GLR SCREEN PL F-SHAPE PENDDOT	4,639	LF	\$ 7.31	\$ 33,911.09
6000	0643-0001	TEMP CONCRETE BARRIER, STRUCTURE MOUNTED	320	LF	\$ 69.79	\$ 22,332.80
6100	0644-0001	TEMP CONCRETE BARRIER, STRUCTURE MOUNTED, RESET	320	LF	\$ 5.17	\$ 1,654.40
6200	0696-0610	TEMP IAD, TYPE V(STANDARD), TEST LEVEL 3	18	EA	\$ 4,975.00	\$ 89,550.00
6300	0697-0610	RESET TEMP IAD, TYPE V(STANDARD), TEST LEVEL 4	18	EA	\$ 1,075.00	\$ 19,350.00
6350		MAINTENANCE DURING CONSTRUCTION	1	LS	\$ -	\$ -
6400	0901-0001	MAINT AND PROT OF TRAFFIC DURING CONSTRUCTION	1	LS	\$ 4,500,000.00	\$ 4,500,000.00
6500	0901-0120	SPEED DISPLAY SIGN	1	EA	\$ 18,142.87	\$ 18,142.87
6600	0901-0231	ADDITIONAL WARNING LIGHTS, TYPE B	100	DAY	\$ 1.25	\$ 125.00
6700	0901-0232	ADDITIONAL WARNING LIGHTS, TYPE C	100	DAY	\$ 0.75	\$ 75.00
6800	0901-0240	ADDITIONAL TRAFFIC CONTROL SIGNS	1,000	SF	\$ 12.00	\$ 12,000.00
6900	0901-0250	TEMPORARY HIGHWAY LIGHTING	1	LS	\$ 300,000.00	\$ 300,000.00
7000	0901-0460	FULL-MATRIX CHANG MESSAGE SIGN W TELECOMMS	2	EA	\$ 26,266.72	\$ 52,533.44
7100	0901-0321	6" STD PAVEMENT MARKINGS, PAINT & BEADS, WHITE	95,917	LF	\$ 0.25	\$ 23,979.25
7200	0901-0331	6" STD PAVEMENT MARKINGS, PAINT & BEADS, YELLOW	64,005	LF	\$ 0.25	\$ 16,001.25
7300	0963-0001	PAVEMENT MARKING REMOVAL	45,088	SF	\$ 2.00	\$ 90,176.00
7400	9000-0003	REPAIR DETOUR ROUTE, SR 4003	1	LS	\$ 93,502.15	\$ 93,502.15
7500	9000-0004	REPAIR DETOUR ROUTE, SR 4005	1	LS	\$ 93,502.15	\$ 93,502.15
7600	9000-0402	INCIDENT MANAGEMENT PLAN	1	LS	\$ 10,000.00	\$ 10,000.00
7700		REMOVAL OF SOLAR-POWERED SEQUENTIAL CHEVRON SIGNS	5	EA	\$ 1,000.00	\$ 5,000.00
8000		FENCE AT HISTORICAL SITE	400	LF	\$ 80.00	\$ 32,000.00
8100	0660-0008	MILLED CONCRETE PAVEMENT SHOULDER RUMBLE STRIPS	43,014	LF	\$ 0.98	\$ 42,153.72
8200		CENTERLINE RUMBLE STRIPS	720	LF	\$ 0.74	\$ 532.80
8300	0851-0033	ROCK, CLASS R-5	8,000	CY	\$ 128.13	\$ 1,025,040.00
8400	0851-0003	ROCK APRON	1,000	SY	\$ 113.66	\$ 113,660.00
8500		CIP MOMENT SLAB (BURIED) AND BARRIER SECTION	6,605	LF	\$ 1,151.13	\$ 7,603,213.65
8600		STRUCTURE MOUNTED SOUND BARRIER	6,605	LF	\$ 450.00	\$ 2,972,250.00
8700		EARTHEN BARRIER DIKE AT DUAL STRUCTURES	4	EA	\$ 7,047.87	\$ 28,191.48
8800		CEMENT CONCRETE SIDEWALK	253	SY	\$ 213.38	\$ 53,985.14
8900		PLAIN CEMENT CONCRETE CURB	272	LF	\$ 113.50	\$ 30,872.00
9000		***S-39935 (SR80 EB BRIDGE OVER NORTH FORK)***	1	LS	\$ -	\$ -
9100	0	CLASS 3 EXCAVATION	10,237	CY	\$ 64.04	\$ 655,577.48
9200	0	STRUCTURE BACKFILL, COARSE AGGREGATE NO 1	4,200	CY	\$ 101.62	\$ 426,804.00
9300	0	MEMBRANE WATERPROOFING SYSTEM	107	SY	\$ 85.82	\$ 9,182.74
9400	0	6" STRUCTURE FOUNDATION DRAIN	250	LF	\$ 49.46	\$ 12,365.00
9500	0	6" PVC FOUNDATION DRAIN (SCHEDULE 40)	48	LF	\$ 32.28	\$ 1,549.44
9600	0	MECH TEXTURIZING WITH LONGITUDINAL SAWED GROOVES	6,780	SY	\$ 9.36	\$ 63,460.80
9700	0	CLASS AAAP CEMENT CONCRETE	2,626	CY	\$ 1,250.00	\$ 3,282,500.00
9800	0	CLASS AA CEMENT CONCRETE, SULFATE RESISTANT	309	CY	\$ 1,488.57	\$ 459,968.13
9900	0	CLASS A CEMENT CONCRETE, SULFATE RESISTANT	6,158	CY	\$ 800.00	\$ 4,926,400.00
10000	0	CLASS AA CEMENT CONCRETE, NO 8 COARSE AGGREGATE	388	CY	\$ 1,526.50	\$ 592,282.00
10100	0	2" CONDUIT IN STRUCTURE	4,600	LF	\$ 24.85	\$ 114,310.00
10210	0	STEEL HP12X74 TEST PILE	7	EA	\$ 16,873.11	\$ 118,111.77
10220	0	MANDATORY PRE DRILLING	70	LF	\$ 132.64	\$ 9,284.80
10300	0	PENETRATING SEALERS, SUBSTRUCTURE	3,499	SY	\$ 22.88	\$ 80,057.12
10400	0	PENETRATING SEALERS, SUPERSTRUCTURE	2,614	SY	\$ 15.51	\$ 40,543.14
10500	0	4 CELL MODULAR JOINT SYSTEM, 12" MOVEMENT	120	LF	\$ 4,477.54	\$ 537,304.80
10600	0	FABRICATED STRUCTURAL STEEL, UNPAINTED GRD 50W/70W	3,719,003	LB	\$ 3.00	\$ 11,157,009.00
10800	0	HMLR BEARINGS - FIXED	15	EA	\$ 29,585.85	\$ 443,787.75
10900	0	HMLR BEARINGS - GUIDED EXPANSION	6	EA	\$ 20,422.14	\$ 122,532.84
11000	0	HMLR BEARINGS - NON-GUIDED EXPANSION	4	EA	\$ 16,888.53	\$ 67,554.12
11100	0	SHEAR CONNECTORS	19,580	EA	\$ 9.72	\$ 190,317.60
11200	0	SCUPPER, TYPE 1	18	EA	\$ 6,149.56	\$ 110,692.08
11300	0	DOWNSPOUTING	803	LF	\$ 607.85	\$ 488,103.55
11400	0	REINFORCEMENT BARS, EPOXY COATED	1,820,910	LB	\$ 2.40	\$ 4,370,184.00
11500	0	MANDATORY PREDRILLING FOR DRIVEN PILES	1,080	LF	\$ 118.37	\$ 127,839.60
11600	0	DYNAMIC PILE LOAD TEST	7	EA	\$ 1,795.00	\$ 12,565.00
11700	0	STEEL HP 12X74 PRODUCTION PILE	2,323	LF	\$ 167.64	\$ 389,427.72
11800	0	STEEL HP 12X74 PILE TIP REINFORCEMENT NORMAL DUTY	108	EA	\$ 218.89	\$ 23,640.12
11900	0	TEST HOLES	660	LF	\$ 60.00	\$ 39,600.00
12010	0	72" DIA DRILLED CAISSONS, SHAFT SECTION IN SOIL	120	LF	\$ 3,264.72	\$ 391,766.40
12020	0	72" DIA. DRILLED CAISSONS, OVERBURDEN	258	LF	\$ 1,473.13	\$ 380,067.54
12100	0	72" DIA DRILLED CAISSONS, SHAFT SECTION IN ROCK	54	LF	\$ 3,197.56	\$ 172,668.24
12200	0	66" DIAMETER DRILLED CAISSONS, ROCK SOCKET	366	LF	\$ 1,989.39	\$ 728,116.74
12300	0	72" PERMANENT CASING FOR DRILLED CAISSONS	198	LF	\$ 291.85	\$ 57,786.30
12310	0	TIP TEST	12	EA	\$ 500.00	\$ 6,000.00
12400	0	SELECTED BORROW EXCAVATION ROCK, CRS AGG, NO 1	12	CY	\$ 189.67	\$ 2,276.04
12500	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-4	1,400	TON	\$ 69.78	\$ 97,692.00
12600	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-8	2,415	TON	\$ 99.10	\$ 239,326.50
12605	0	SELECT BOREXC 206 ROCK,SANDSTONE CHOKED W/2RC	2,775	CY	\$ 68.40	\$ 189,810.00
12700	0	REMOVAL OF PORTION OF EXISTING BRIDGE, S-39935	1	LS	\$ 1,800,000.00	\$ 1,800,000.00
12800	0	TEMPORARY SOE, S-39935 PIER 1	1	LS	\$ 362,346.04	\$ 362,346.04

Appendix F.2 Schedule Of Values with Pricing- North Fork

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
12900	0	TEMPORARY SOE, S-39935 PIER 2	1	LS	\$ 657,732.47	\$ 657,732.47
13000	0	TEMPORARY SOE, S-39935 PIER 3	1	LS	\$ 793,402.35	\$ 793,402.35
13010	0	STAIR TOWER ACCESS	140	VF	\$ 1,598.39	\$ 223,774.60
13020	0	POLYESTER POLYMER CONCRETE OVERLAY, 1" THICKNESS	6,720	SY	\$ 176.75	\$ 1,187,760.00
13100		***S-39936 (SR80 WB BRIDGE OVER NORTH FORK)***	1	LS	\$ -	\$ -
13200	0	CLASS 3 EXCAVATION	8,701	CY	\$ 65.79	\$ 572,438.79
13300	0	STRUCTURE BACKFILL, COARSE AGGREGATE NO 1	3,403	CY	\$ 101.77	\$ 346,323.31
13400	0	MEMBRANE WATERPROOFING SYSTEM	107	SY	\$ 85.82	\$ 9,182.74
13500	0	6" STRUCTURE FOUNDATION DRAIN	230	LF	\$ 49.45	\$ 11,373.50
13600	0	6" PVC FOUNDATION DRAIN (SCHEDULE 40)	48	LF	\$ 32.28	\$ 1,549.44
13700	0	MECH TEXTURIZING WITH LONGITUDINAL SAWED GROOVES	6,780	SY	\$ 9.36	\$ 63,460.80
13800	0	CLASS AAAP CEMENT CONCRETE	2,626	CY	\$ 1,250.00	\$ 3,282,500.00
13900	0	CLASS AA CEMENT CONCRETE, SULFATE RESISTANT	309	CY	\$ 1,485.81	\$ 459,115.29
14000	0	CLASS A CEMENT CONCRETE, SULFATE RESISTANT	5,952	CY	\$ 800.00	\$ 4,761,600.00
14100	0	CLASS AA CEMENT CONCRETE, NO 8 COARSE AGGREGATE	388	CY	\$ 1,526.50	\$ 592,282.00
14200	0	2" CONDUIT IN STRUCTURE	4,600	LF	\$ 24.85	\$ 114,310.00
14210		2" ITS CONDUIT SUPPORTED UNDER S-39936 STRUCTURE	120	LF	\$ 10.00	\$ 1,200.00
14310	0	STEEL HP12X74 TEST PILE	4	EA	\$ 22,878.56	\$ 91,514.24
14320	0	MANDATORY PRE DRILLING	40	LF	\$ 152.42	\$ 6,096.80
14400	0	PENETRATING SEALERS, SUBSTRUCTURE	3,520	SY	\$ 22.77	\$ 80,150.40
14500	0	PENETRATING SEALERS, SUPERSTRUCTURE	2,604	SY	\$ 15.49	\$ 40,335.96
14600	0	4 CELL MODULAR JOINT SYSTEM, 12" MOVEMENT	120	LF	\$ 4,477.54	\$ 537,304.80
14700	0	FABRICATED STRUCTURAL STEEL, UNPAINTED GRD 50W/70W	3,719,003	LB	\$ 3.00	\$ 11,157,009.00
14900	0	HMLR BEARINGS - FIXED	15	EA	\$ 29,410.25	\$ 441,153.75
15000	0	HMLR BEARINGS - GUIDED EXPANSION	6	EA	\$ 20,422.14	\$ 122,532.84
15100	0	HMLR BEARINGS - NON-GUIDED EXPANSION	4	EA	\$ 16,888.53	\$ 67,554.12
15200	0	SHEAR CONNECTORS	19,580	EA	\$ 9.72	\$ 190,317.60
15300	0	SCUPPER, TYPE 1	18	EA	\$ 6,149.56	\$ 110,692.08
15400	0	DOWNSPOUTING	803	LF	\$ 607.85	\$ 488,103.55
15500	0	REINFORCEMENT BARS, EPOXY COATED	1,790,010	LB	\$ 2.40	\$ 4,296,024.00
15600	0	MANDATORY PREDRILLING FOR DRIVEN PILES	900	LF	\$ 118.55	\$ 106,695.00
15700	0	DYNAMIC PILE LOAD TEST	4	EA	\$ 1,795.00	\$ 7,180.00
15800	0	STEEL HP 12X74 PRODUCTION PILE	1,437	LF	\$ 199.95	\$ 287,328.15
15900	0	STEEL HP 12X74 PILE TIP REINFORCEMENT NORMAL DUTY	90	EA	\$ 218.89	\$ 19,700.10
16000	0	TEST HOLES	552	LF	\$ 60.00	\$ 33,120.00
16110	0	72" DIA DRILLED CAISSONS, SHAFT SECTION IN SOIL	84	LF	\$ 2,974.94	\$ 249,894.96
16120	0	72" DIA DRILLED CAISSONS, OVERBURDEN	282	LF	\$ 1,009.44	\$ 284,662.08
16200	0	72" DIA DRILLED CAISSONS, SHAFT SECTION IN ROCK	60	LF	\$ 3,259.17	\$ 195,550.20
16300	0	66" DIA DRILLED CAISSONS, ROCK SOCKET	288	LF	\$ 1,998.00	\$ 575,424.00
16400	0	72" PERMANENT CASING FOR DRILLED CAISSONS	168	LF	\$ 291.85	\$ 49,030.80
16410	0	TIP TEST	12	EA	\$ 500.00	\$ 6,000.00
16500	0	SELECTED BORROW EXCAVATION ROCK, CRS AGG, NO 1	12	CY	\$ 189.67	\$ 2,276.04
16600	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-4	1,520	TON	\$ 70.09	\$ 106,536.80
16700	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-8	2,663	TON	\$ 97.58	\$ 259,855.54
16800	0	SEL BOREXC 206 ROCK, SANDSTONE CHOKED W/2RC	2,766	CY	\$ 68.46	\$ 189,360.36
16900	0	REMOVAL OF PORTION OF EXISTING BRIDGE, S-39936	1	LS	\$ 1,800,000.00	\$ 1,800,000.00
17000	0	TEMPORARY SOE, S-39935 ABUT 1	1	LS	\$ 206,539.18	\$ 206,539.18
17100	0	TEMPORARY SOE, S-39935 PIER 1	1	LS	\$ 301,077.38	\$ 301,077.38
17200	0	TEMPORARY SOE, S-39935 PIER 2	1	LS	\$ 652,266.56	\$ 652,266.56
17300	0	TEMPORARY SOE, S-39935 PIER 3	1	LS	\$ 787,936.45	\$ 787,936.45
17400	0	TEMPORARY SOE, S-39935 ABUT 2	1	LS	\$ 198,175.31	\$ 198,175.31
17410	0	STAIR TOWER ACCESS	140	VF	\$ 1,598.39	\$ 223,774.60
17420	0	POLYESTER POLYMER CONCRETE OVERLAY, 1" THICKNESS	6,720	SY	\$ 163.66	\$ 1,099,795.20
17500		***S-40035 (SR4005 OVER SR 0080 BRIDGE)***	1	LS	\$ -	\$ -
17600	0	CLASS 3 EXCAVATION	830	CY	\$ 73.75	\$ 61,212.50
17700	0	STRUCTURE BACKFILL, COARSE AGGREGATE #1	296	CY	\$ 109.98	\$ 32,554.08
17800	0	MEMBRANE WATERPROOFING SYSTEM	66	SY	\$ 90.70	\$ 5,986.20
17900	0	6" STRUCTURE FDN DRAIN	160	LF	\$ 50.84	\$ 8,134.40
18000	0	MECH TEXTURIZING WITH LONGITUDINAL SAWED GROOVES	1,066	SY	\$ 9.09	\$ 9,689.94
18100	0	CLASS AAAP CEMENT CONCRETE	415	CY	\$ 1,883.97	\$ 781,847.55
18200	0	CLASS AA CEMENT CONCRETE, SULFATE RESISTANT	12	CY	\$ 929.06	\$ 11,148.72
18300	0	CLASS A CEMENT CONCRETE, SULFATE RESISTANT	362	CY	\$ 907.47	\$ 328,504.14
18400	0	CLASS AA CEMENT CONCRETE, NO 8 COARSE AGGREGATE	98	CY	\$ 1,576.11	\$ 154,458.78
18510	0	STEEL HP14X117 TEST PILE, GALVANIZED	2	EA	\$ 39,740.41	\$ 79,480.82
18520	0	MANDATORY PRE DRILLING	25	LF	\$ 198.53	\$ 4,963.25
18600	0	PENETRATING SEALERS, SUBSTRUCTURE	420	SY	\$ 19.11	\$ 8,026.20
18700	0	PENETRATING SEALERS, SUPERSTRUCTURE	517	SY	\$ 14.87	\$ 7,687.79
18800	0	NEOPRENE STRIP SEAL DAM (3" MVMT)	68	LF	\$ 724.32	\$ 49,253.76
18900	0	FABRICATED STRUCTURAL STEEL	642,018	LB	\$ 4.50	\$ 2,889,081.00
19000	0	LAMINATED ELASTOMERIC BEARING PAD	6	EA	\$ 2,822.89	\$ 16,937.34
19100	0	PLAIN NEOPRENE BEARING PAD	10	EA	\$ 1,992.50	\$ 19,925.00
19200	0	SHEAR CONNECTORS	2,070	EA	\$ 9.54	\$ 19,747.80

Appendix F.2 Schedule Of Values with Pricing- North Fork

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
19300	0	REINFORCEMENT BARS, EPOXY COATED	196,050	LB	\$ 2.37	\$ 464,638.50
19400	0	MANDATORY PREDRILLING FOR DRIVEN PILES	100	LF	\$ 187.27	\$ 18,727.00
19500	0	DYNAMIC PILE LOAD TEST	2	EA	\$ 1,795.00	\$ 3,590.00
19600	0	STEEL HP14X117 PRODUCTION PILE, GALVANIZED	214	LF	\$ 200.62	\$ 42,932.68
19700	0	STEEL HP14X117 PILE TIP REINFORCEMENT NORMAL DUTY	8	EA	\$ 248.08	\$ 1,984.64
19800	0	SELECTED BORROW EXCAVATION ROCK, CRS AGG, NO. 1	10	CY	\$ 324.34	\$ 3,243.40
19900	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-4	339	TON	\$ 168.74	\$ 57,202.86
20000	0	REMOVAL OF EXISTING SR4005 EB BRIDGE OVER SR0080	1	LS	\$ 175,000.00	\$ 175,000.00
20001		REMOVAL OF SR4005 WB	1	LS	\$ 252,618.79	\$ 252,618.79
20100	0	SEISMOGRAPH, S-40035	1	LS	\$ 3,899.37	\$ 3,899.37
20210	0	POLYESTER POLYMER CONCRETE OVERLAY, 1" THICKNESS	900	SY	\$ 162.77	\$ 146,493.00
20300		***S-40040 (NORTH FORK PARK, CULVERT NO. 2)***	1	LS	\$ -	\$ -
20400	0	CLASS 3 EXCAVATION	2,124	CY	\$ 110.23	\$ 234,128.52
20500	0	SELECTED BORROW EXCAVATION, CRS AGG, NO. 2A	400	CY	\$ 171.89	\$ 68,756.00
20600	0	STRUCTURE BACKFILL, COARSE AGGREGATE NO. 1	320	CY	\$ 138.83	\$ 44,425.60
20700	0	GEOTEXTILE, CLASS 4, TYPE A	1,656	SY	\$ 6.43	\$ 10,648.08
20800	0	MEMBRANE WATERPROOFING SYSTEM	397	SY	\$ 74.88	\$ 29,727.36
20900	0	CLASS A CEMENT CONCRETE	215	CY	\$ 1,921.29	\$ 413,077.35
21000	0	DOWEL HOLES, 12" DEPTH	34	EA	\$ 34.51	\$ 1,173.34
21100	0	DOWEL HOLES, 20" DEPTH	667	EA	\$ 34.99	\$ 23,338.33
21200	0	DOWEL HOLES, 24" DEPTH	169	EA	\$ 58.40	\$ 9,869.60
21300	0	PENETRATING SEALER, SUPERSTRUCTURE	65	SY	\$ 12.00	\$ 780.00
21400	0	PRECAST REINFORCED CONCRETE BOX CULVERT	153	LF	\$ 4,801.73	\$ 734,664.69
21500	0	PRECAST REINFORCED CONCRETE OUTLET SECTION	2	EA	\$ 40,522.15	\$ 81,044.30
21600	0	REINFORCEMENT BARS, EPOXY COATED	58,050	LB	\$ 2.36	\$ 136,998.00
21700	0	SELECTED BORROW EXCAVATION, CLASS R-5 GROUTED	40	TON	\$ 727.68	\$ 29,107.20
21800	0	SEL BOR EXC ROCK, CLASS R-7, ALT CUTOFF WALL	64	TON	\$ 399.56	\$ 25,571.84
21900	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-3	130	TON	\$ 90.27	\$ 11,735.10
22000	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-5	130	TON	\$ 110.00	\$ 14,300.00
22100	0	REMOVAL OF PORTION OF EXISTING CULVERT, S-40040	1	LS	\$ 142,477.83	\$ 142,477.83
22200	0	CLASS A CEMENT CONCRETE REPAIRS	115	CF	\$ 803.42	\$ 92,393.30
22300	0	TEMP EXC SUPPORT AND PROTECTION SYSTEM, S-40040	1	LS	\$ 117,902.36	\$ 117,902.36
22400	0	S-40041 (SR 0080 EB OVER SR 4003)	1	LS	\$ -	\$ -
22500	0	CLASS 3 EXCAVATION	5,763	CY	\$ 49.10	\$ 282,963.30
22600	0	STRUCTURE BACKFILL, COURSE AGGREGATE NO 1.	4,312	CY	\$ 101.68	\$ 438,444.16
22700	0	MEMBRANE WATERPROOFING SYSTEM	54	SY	\$ 90.70	\$ 4,897.80
22800	0	6" STRUCTURE FOUNDATION DRAIN	250	LF	\$ 34.44	\$ 8,610.00
22900	0	MECH TEXTURIZING WITH LONGITUDINAL SAWED GROOVES	807	SY	\$ 10.12	\$ 8,166.84
23000	0	CLASS AAAP CEMENT CONCRETE	183	CY	\$ 2,460.33	\$ 450,240.39
23100	0	CLASS A CEMENT CONCRETE, SULFATE RESISTANT	649	CY	\$ 996.76	\$ 646,897.24
23200	0	CLASS AA CEMENT CONCRETE, SULFATE RESISTANT	192	CY	\$ 693.52	\$ 133,155.84
23300	0	CLASS AA CEMENT CONCRETE, NO 8 AGGREGATE	49	CY	\$ 1,542.07	\$ 75,561.43
23400	0	PENETRATING SEALERS, SUBSTRUCTURE	420	SY	\$ 19.60	\$ 8,232.00
23500	0	PENETRATING SEALERS, SUPERSTRUCTURE	268	SY	\$ 16.21	\$ 4,344.28
23600	0	POLYESTER POLYMER CONCRETE OVERLAY, 1" THICKNESS	493	SY	\$ 169.23	\$ 83,430.39
23700	0	FABRICATED STRUCTURE STEEL, GALVANIZED	147,995	LB	\$ 6.07	\$ 898,329.65
23800	0	LAMINATED ELASTOMERIC BEARING PAD	18	EA	\$ 2,871.66	\$ 51,689.88
23900	0	SHEAR CONNECTORS	2,400	EA	\$ 9.67	\$ 23,208.00
24000	0	STEEL HP14X102 TEST PILE, GALVANIZED	4	EA	\$ 22,607.64	\$ 90,430.56
24100	0	REINFORCEMENT BARS, EPOXY COATED	211,830	LB	\$ 2.36	\$ 499,918.80
24200	0	MECH SPLICE SYSTEM FOR NO 5 REINFORCEMENT BARS	311	EA	\$ 54.67	\$ 17,002.37
24300	0	MECH SPLICE SYSTEM FOR NO 6 REINFORCEMENT BARS	60	EA	\$ 75.10	\$ 4,506.00
24400	0	MECH SPLICE SYSTEM FOR NO 7 REINFORCEMENT BARS	70	EA	\$ 102.82	\$ 7,197.40
24500	0	MANDATORY PREDRILLING FOR DRIVEN PILES	790	LF	\$ 117.86	\$ 93,109.40
24600	0	STEEL HP14X102 PRODUCTION PILE, GALVANIZED	905	LF	\$ 361.37	\$ 327,039.85
24700	0	STEEL HP14X102 PILE TIP REINFORCEMENT NORMAL DUTY	69	EA	\$ 248.07	\$ 17,116.83
24800	0	SEL BOR EXC ROCK, COARSE AGGREGAETE, NO 1.	12	CY	\$ 189.67	\$ 2,276.04
24900	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-4	211	TON	\$ 169.06	\$ 35,671.66
25000	0	REMOVAL OF PORTION OF EXISTING BRIDGE, S-40041	1	LS	\$ 275,000.00	\$ 275,000.00
25100	0	TEMPORARY SOE, S-40041 ABUT 1	1	LS	\$ 84,332.41	\$ 84,332.41
25200	0	TEMPORARY SOE, S-40041 ABUT 2	1	LS	\$ 86,614.34	\$ 86,614.34
25300	0	SEISMOGRAPH, S-40041	1	LS	\$ 14,044.54	\$ 14,044.54
25400	0	EXISTING PILE EXTRACTRION, S-40041	28	EA	\$ 1,442.22	\$ 40,382.16
25500	0	DYNAMIC PILE LOAD TESTING	4	EA	\$ 1,795.00	\$ 7,180.00
25600	0	SOUND BARRIER WALL	138	LF	\$ 951.39	\$ 131,291.82
25610	0	2" CONDUIT IN STRUCTURE	560	LF	\$ 24.85	\$ 13,916.00
25620	0	2" ITS CONDUIT SUPPORTED UNDER S-40041 STRUCTURE	120	LF	\$ 10.00	\$ 1,200.00
25700		***S-40042 (SR 0080 WB OVER SR4003)***	1	LS	\$ -	\$ -
25800	0	CLASS 3 EXCAVATION	5,781	CY	\$ 49.40	\$ 285,581.40
25900	0	STRUCTURE BACKFILL, COURSE AGGREGATE NO 1.	5,421	CY	\$ 101.48	\$ 550,123.08
26000	0	MEMBRANE WATERPROOFING SYSTEM	59	SY	\$ 86.68	\$ 5,114.12
26100	0	6" STRUCTURE FOUNDATION DRAIN	250	LF	\$ 34.44	\$ 8,610.00

Appendix F.2 Schedule Of Values with Pricing- North Fork

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
26200	0	MECH TEXTURIZING WITH LONGITUDINAL SAWED GROOVES	807	SY	\$ 10.12	\$ 8,166.84
26300	0	CLASS AAAP CEMENT CONCRETE	176	CY	\$ 2,544.20	\$ 447,779.20
26400	0	CLASS A CEMENT CONCRETE, SULFATE RESISTANT	772	CY	\$ 1,056.38	\$ 815,525.36
26500	0	CLASS AA CEMENT CONCRETE, SULFATE RESISTANT	192	CY	\$ 693.52	\$ 133,155.84
26600	0	CLASS AA CEMENT CONCRETE, NO 8 AGGREGATE	49	CY	\$ 1,542.07	\$ 75,561.43
26700	0	PENETRATING SEALERS, SUBSTRUCTURE	562	SY	\$ 19.39	\$ 10,897.18
26800	0	PENETRATING SEALERS, SUPERSTRUCTURE	268	SY	\$ 16.21	\$ 4,344.28
26900	0	POLYESTER POLYMER CONCRETE OVERLAY, 1" THICKNESS	489	SY	\$ 169.34	\$ 82,807.26
27000	0	FABRICATED STRUCTURE STEEL, GALVANIZED	147,995	LB	\$ 6.07	\$ 898,329.65
27100	0	LAMINATED ELASTOMERIC BEARING PAD	18	EA	\$ 2,794.28	\$ 50,297.04
27200	0	SHEAR CONNECTORS	2,400	EA	\$ 9.67	\$ 23,208.00
27300	0	STEEL HP14X102 TEST PILE, GALVANIZED	2	EA	\$ 27,387.11	\$ 54,774.22
27400	0	REINFORCEMENT BARS, EPOXY COATED	228,390	LB	\$ 2.36	\$ 539,000.40
27500	0	MECH SPLICE SYSTEM FOR NO 5 REINFORCEMENT BARS	357	EA	\$ 54.67	\$ 19,517.19
27600	0	MECH SPLICE SYSTEM FOR NO 6 REINFORCEMENT BARS	60	EA	\$ 75.10	\$ 4,506.00
27700	0	MECH SPLICE SYSTEM FOR NO 7 REINFORCEMENT BARS	50	EA	\$ 102.82	\$ 5,141.00
27800	0	MANDATORY PREDRILLING FOR DRIVEN PILES	377	LF	\$ 117.77	\$ 44,399.29
27900	0	STEEL HP14X102 PRODUCTION PILE, GALVANIZED	425	LF	\$ 375.09	\$ 159,413.25
28000	0	STEEL HP14X102 PILE TIP REINFORCEMENT NORMAL DUTY	35	EA	\$ 248.07	\$ 8,682.45
28100	0	SEL BOR EXC ROCK, COARSE AGGREGAETE, NO 1.	13	CY	\$ 202.47	\$ 2,632.11
28200	0	SELECTED BORROW EXCAVATION ROCK, CLASS R-4	221	TON	\$ 171.20	\$ 37,835.20
28300	0	REMOVAL OF PORTION OF EXISTING BRIDGE, S-40042	1	LS	\$ 275,000.00	\$ 275,000.00
28400	0	TEMPORARY SOE, S-40042 ABUT 1	1	LS	\$ 95,915.65	\$ 95,915.65
28500	0	TEMPORARY SOE, S-40042 ABUT 2	1	LS	\$ 86,614.34	\$ 86,614.34
28600	0	SEISMOGRAPH, S-40042	1	LS	\$ 12,634.38	\$ 12,634.38
28700	0	EXISTING PILE EXTRACTRION, S-40041	30	EA	\$ 1,442.22	\$ 43,266.60
28800	0	DYNAMIC PILE LOAD TESTING	2	EA	\$ 1,795.00	\$ 3,590.00
28900	0	SOUND BARRIER WALL	138	LF	\$ 951.39	\$ 131,291.82
28910	0	2" CONDUIT IN STRUCTURE	560	LF	\$ 24.85	\$ 13,916.00
28920	0	4" CONDUIT IN STRUCTURE	1,360	LF	\$ 37.81	\$ 51,421.60
28930	0	2" ITS CONDUIT SUPPORTED UNDER S-40042 STRUCTURE	1,120	LF	\$ 10.00	\$ 11,200.00
29000		MOBILIZATION	1	LS	\$ 12,771,763.00	\$ 12,771,763.00
29100		CONSTRUCTION SURVEYING, TYPE A	1	LS	\$ 784,805.18	\$ 784,805.18
29200		CONSTRUCTION SURVEYING, TYPE D	1	LS	\$ 784,805.18	\$ 784,805.18
29300		CPM SCHEDULE	1	LS	\$ 0.01	\$ 0.01
29400		INSP FIELD OFFICE AND INSP FACILITIES, TYPE B	1	LS	\$ 352,976.28	\$ 352,976.28
29500		EQUIPMENT PACKAGE	1	LS	\$ 90,859.73	\$ 90,859.73
29600		CONSTRUCT TEMPORARY ACCESS ROADS	1	LS	\$ 4,244,108.06	\$ 4,244,108.06
29700		CONSTRUCT TEMPORARY CRANE PADS	1	LS	\$ 408,640.10	\$ 408,640.10
29702		CONSTRUCT TEMPORARY CAUSEWAY	1	LS	\$ -	\$ -
29800		EROSION & SEDIMENT POLLUTION CONTROL	1	LS	\$ -	\$ -
29900		GENERAL E&S MAINTENANCE	1	LS	\$ 1,759,163.17	\$ 1,759,163.17
30100		TEMPORARY PROTECTIVE FENCE	2,200	LF	\$ 5.78	\$ 12,716.00
30200		PIPE/GRAVEL INLET PROTECTION	140	EA	\$ 1,939.10	\$ 271,474.00
30300		INLET FILTER BAG	70	EA	\$ 355.01	\$ 24,850.70
30400		TEMPORARY INLET CAP	10	EA	\$ 2,032.88	\$ 20,328.80
30500		WEIGHTED SEDIMENT FILTER TUBE	50	EA	\$ 707.63	\$ 35,381.50
30600		ROCK BARRIER	10	EA	\$ 4,186.47	\$ 41,864.70
30700		COMPOST SOCK SEDIMENT TRAP	10	EA	\$ 4,854.99	\$ 48,549.90
30800		ROCK CONSTRUCTICION ENTRANCE (ALT)	20	EA	\$ 13,364.63	\$ 267,292.60
30900		CONCRETE BARREIR COFFERDAM	1	LS	\$ 23,915.73	\$ 23,915.73
31000		TEMPORARY SANDBAG DIVERSION DIKE	200	LF	\$ 149.36	\$ 29,872.00
31100		TEMPORARY PUMP BYPASS SYSTEM	10	EA	\$ 28,931.71	\$ 289,317.10
31200		PUMPED WATER FILTER BAG	30	EA	\$ 8,647.05	\$ 259,411.50
31300		CONCRETE WASHOUT FACILITY	20	EA	\$ 3,831.73	\$ 76,634.60
31400		ROCK APRON	30	EA	\$ 2,582.12	\$ 77,463.60
31500		VEGETATED CHANNELS	24,555	LF	\$ 5.75	\$ 141,191.25
31600		ROLLED EROSION CONTORL PRODUCTS	233,660	SY	\$ 3.00	\$ 700,980.00
31700		TIMBER MATTING	41	SY	\$ 498.63	\$ 20,443.83
31800		TEMPORARY STOCKPILE	1	LS	\$ 9,659.50	\$ 9,659.50
31900		ROCK DRAINAGE GALLERY	2,300	SY	\$ 221.59	\$ 509,657.00
32000		ADJUST INLET TOPS	14	EA	\$ 1,681.03	\$ 23,534.42
32100		TEMPORARY HEADWALLS	8	EA	\$ 4,727.06	\$ 37,816.48
32200		TEMPORARY INLET	6	EA	\$ 6,373.12	\$ 38,238.72
32300		TEMPORARY PIPE CROSSING	900	LF	\$ 117.13	\$ 105,417.00
32400		TEMPORARY SWALE	3,685	LF	\$ 12.54	\$ 46,209.90
32500		ENVIRONMENTAL MITIGATION PLAN	1	LS	\$ 10,000.00	\$ 10,000.00
32502		LOG STEP POOL	130	EA	\$ 2,730.19	\$ 354,924.70
32504		SINGLE LOG VANE DEFLECTOR	10	EA	\$ 6,072.10	\$ 60,721.00
32506		ROOTWADS W/VEGETATED ROCK PROTECTION	20	EA	\$ 5,000.00	\$ 100,000.00
32508		UNT TO NORTH FORK CREEK, CHANNEL RELOCATIONS -5 EA	2,135	LF	\$ 295.98	\$ 631,917.30
32512		STEP POOL CASCADE	600	CY	\$ 100.00	\$ 60,000.00

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Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
32514		ROCK CROSS VANE	10	EA	\$ 2,839.79	\$ 28,397.90
32600		SIGNING AND PAVEMENT MARKING PLAN	1	LS	\$ 23,804.75	\$ 23,804.75
32700		POST CONSTRUCTION STORMWATER MANAGEMENT PLAN	1	LS	\$ 19,623.01	\$ 19,623.01
32800		ELECTRICAL AND COMMS SERVICE	1	LS	\$ 100,000.00	\$ 100,000.00
40000	0930-0004	POST MOUNTED SIGNS, TYPE A	1,703	SF	\$ 150.00	\$ 255,450.00
40100	0931-0003	POST MOUNTED SIGNS, TYPE B STEEL SQUARE POST	469	SF	\$ 100.00	\$ 46,900.00
40200	0933-0001	POST MOUNTED SIGNS, TYPE D	45	SF	\$ 75.00	\$ 3,375.00
40300	0934-0002	POST MOUNTED SIGNS, TYPE E	579	SF	\$ 50.00	\$ 28,950.00
40400	0935-0001	POST MOUNTED SIGNS, TYPE F	63	SF	\$ 25.00	\$ 1,575.00
40450	0930-0101	STEEL S OR W BEAM POST	9,235	LBS	\$ 12.00	\$ 110,820.00
40460	0930-0110	BREAKAWAY SYSTEM REPLACEMENT	9	EACH	\$ 1,000.00	\$ 9,000.00
40500	0937-0104	GUIDERAIL MOUNTED DEL., TY B, (Y/B)	101	EA	\$ 17.90	\$ 1,807.90
40600	0937-0106	GUIDERAIL MOUNTED DEL., TY B, (W/B)	88	EA	\$ 17.90	\$ 1,575.20
40700	0937-0202	BARRIER MOUNTED DEL., S-M TY O, (Y/B)	35	EA	\$ 17.90	\$ 626.50
40800	0937-0203	BARRIER MOUNTED DEL., S-M TY O, (W/B)	121	EA	\$ 17.90	\$ 2,165.90
40900	0937-0210	BARRIER MOUNTED DEL., S-M TY S, (Y/B)	35	EA	\$ 17.90	\$ 626.50
41000	0937-0211	BARRIER MOUNTED DEL., S-M TY S, (W/B)	121	EA	\$ 17.90	\$ 2,165.90
42000		REMOVAL OF EXISTING STRUCTURES ON OLD EB	1	LS	\$ 72,999.24	\$ 72,999.24
42100	0910-0002	JUNCTION BOXES J.B.-1 (POWER)	11	EA	\$ 2,376.92	\$ 26,146.12
42200	0910-0002	JUNCTION BOXES J.B.-2 (COMMUNICATION)	19	EA	\$ 2,376.92	\$ 45,161.48
42300	0910-4063	AWG 2 ABOVE GROUND CABLE, COPPER, 1 CONDUCTOR	36	LF	\$ 8.64	\$ 311.04
42400	0910-4064	AWG 4 ABOVE GROUND CABLE, COPPER, 1 CONDUCTOR	36	LF	\$ 4.65	\$ 167.40
42500	0910-4065	AWG 6 ABOVE GROUND CABLE, COPPER, 1 CONDUCTOR	12	LF	\$ 50.00	\$ 600.00
42600	0910-4067	AWG 10 ABOVE GROUND CABLE, COPPER, 1 CONDUCTOR	12	LF	\$ 50.00	\$ 600.00
42700	0910-4111	AWG 1/0 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	4,764	LF	\$ 15.00	\$ 71,460.00
42800	0910-4113	AWG 2 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	990	LF	\$ 13.00	\$ 12,870.00
42900	0910-4114	AWG 4 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	4,636	LF	\$ 4.65	\$ 21,557.40
43000	0910-4115	AWG 6 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	330	LF	\$ 4.32	\$ 1,425.60
43100	0910-4116	AWG 8 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	44	LF	\$ 2.27	\$ 99.88
43200	0910-4117	AWG 10 UNDERGROUND CABLE, COPPER, 1 CONDUCTOR	707	LF	\$ 2.27	\$ 1,604.89
43300	0910-5055	2" DIRECT BURIAL CONDUIT	995	LF	\$ 12.42	\$ 12,357.90
43400	0910-5059	3" DIRECT BURIAL CONDUIT	7,716	LF	\$ 14.59	\$ 112,576.44
43500	0910-5175	2" EXPOSED CONDUIT	24	LF	\$ 61.58	\$ 1,477.92
43600	0910-7020	COMPLETE POWER SUPPLY SYSTEM 120/240V	2	EA	\$ 5,000.00	\$ 10,000.00
43700	0910-5400	CONDUIT SLEEVE (6" HDPE)	257	LF	\$ 50.00	\$ 12,850.00
43800	0910-6000	TRENCH	15,647	LF	\$ 22.69	\$ 355,030.43
43900	0937-0322	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-1,	11	EA	\$ 50.00	\$ 550.00
44000	0948-0600	STEEL SIGN STRUCTURE - CENTERMOUNT (DMS)	1	EA	\$ 150,000.00	\$ 150,000.00
44100	0954-0500	DIRECTIONAL BORING	257	LF	\$ 200.00	\$ 51,400.00
44200	1006-1030	66" DIAMETER DRILLED CAISSONS, SHAFT SECTION IN SO	1	EA	\$ -	\$ -
44300	1201-1000	ITS DEVICE FIELD ENCLOSURE, GROUND MOUNT	1	EA	\$ 5,000.00	\$ 5,000.00
44400	1201-1300	ITS DEVICE FIELD ENCLOSURE, POLE MOUNT	2	EA	\$ 3,500.00	\$ 7,000.00
44500	1204-0400	CELLULAR MODEM	1	EA	\$ 1,500.00	\$ 1,500.00
44600	1210-0001	ITS CLOSED CIRCUIT TELEVISION, CAMERA SUBSYSTEM, P	2	EA	\$ 5,000.00	\$ 10,000.00
44700	1210-5000	ITS CLOSED CIRCUIT TELEVISION, CAMERA LOWERING DEV	2	EA	\$ 2,000.00	\$ 4,000.00
44800	1210-6400	ITS CLOSED CIRCUIT TELEVISION, POLE, 50-FOOT	2	EA	\$ 10,000.00	\$ 20,000.00
44900	1210-7100	ITS CLOSED CIRCUIT TELEVISION, POLE FOUNDATION, CA	2	EA	\$ 6,000.00	\$ 12,000.00
45000	1230-4600	ITS DYNAMIC MESSAGE SIGN, 18" TEXT, FRONT-ACCESS,	1	EA	\$ 80,000.00	\$ 80,000.00
45100	4937-0322	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-1,	29	EA	\$ -	\$ -
45200	5204-0001	MICRO-FIBER OPTIC CABLE MODIFIED (144-STRAND)	15,756	LF	\$ 60.00	\$ 945,360.00
45300	9000-0008	REINSTALL CAVC 126 BROOKVILLE SITE	1	LS	\$ 7,500.00	\$ 7,500.00
45400	9000-0009	RE-INSTALL EXISTING CCTV ON PROPOSED DMS	1	LS	\$ 7,500.00	\$ 7,500.00
45500	9000-0010	5 PORT MANAGED ETHERNET SWITCH	3	EA	\$ 500.00	\$ 1,500.00
45600	9000-0011	MICRODUCT CONDUIT	14,311	LF	\$ 19.45	\$ 278,348.95
45700	9000-0005	FIBER OPTIC SPLICE TRAY	3	EA	\$ 200.00	\$ 600.00
45800	9000-0006	ELECTRICAL SERVICE DISCONNECT	5	EA	\$ 500.00	\$ 2,500.00
45900	9000-0007	STEP UP/STEP DOWN TRANSFORMER	4	EA	\$ 2,000.00	\$ 8,000.00
51300	0601-5430	CLASS A CEMENT CONCRETE FOR MISC STRUCTURES	25	CY	\$ 470.10	\$ 11,752.50
51305	0601-5901	CLEANING EXISTING PIPE CULVERTS, DIAMETERS UP TO A	2,000	LF	\$ 15.00	\$ 30,000.00
51310	0601-5902	CLEANING EXISTING PIPE CULVERTS, DIAMETERS OVER 36	500	LF	\$ 17.00	\$ 8,500.00
51315	0601-XXXX	30" PIPE RCP	100	LF	\$ 302.15	\$ 30,215.00
51320	0601-XXXX	48" PIPE RCP	1,000	LF	\$ 385.41	\$ 385,410.00
51325	0604-XXXX	18" PERFORATED PIPE (COMBINATION STORM SEWER & UND	300	LF	\$ 215.84	\$ 64,752.00
51330	0604-XXXX	24" PERFORATED PIPE (COMBINATION STORM SEWER & UND	25	LF	\$ 270.69	\$ 6,767.25
51335	0605-2401	MANHOLE FRAME AND COVER	60	EA	\$ 1,085.40	\$ 65,124.00
51340	0605-2644	TYPE D ENDWALL FOR 30" PIPE	1	EA	\$ 2,380.09	\$ 2,380.09
51345	0605-2676	TYPE D-W ENDWALL FOR 36" PIPE	3	EA	\$ 5,619.67	\$ 16,859.01
51350	0605-2678	TYPE D-W ENDWALL FOR 48" PIPE	2	EA	\$ 7,678.00	\$ 15,356.00
51355	0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	118	EA	\$ 1,099.99	\$ 129,798.82
51360	0605-2863	TYPE 6 INLET BOX, HEIGHT > 10' AND < /= 20'	1	EA	\$ 13,511.55	\$ 13,511.55
51365	0605-2875	TYPE 9 INLET BOX, HEIGHT > 10' AND < /= 20'	1	EA	\$ 38,015.59	\$ 38,015.59
51370	0605-2877	TYPE 9 INLET BOX, HEIGHT > 30'	1	EA	\$ 38,015.59	\$ 38,015.59



Appendix F.2 Schedule Of Values with Pricing- North Fork

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
51375	0605-3051	TYPE 8 MANHOLE, STORM WATER, HEIGHT >5' AND < / = 1	1	EA	\$ 21,963.70	\$ 21,963.70
51385	0618-0029	CONCRETE COLLAR FOR 42" PIPE EXTENSION	1	EA	\$ 1,235.49	\$ 1,235.49
51390	0618-0031	CONCRETE COLLAR FOR 54" PIPE EXTENSION	2	EA	\$ 1,903.47	\$ 3,806.94
51395	0618-0032	CONCRETE COLLAR FOR 72" PIPE EXTENSION	1	EA	\$ 2,855.20	\$ 2,855.20
51400	0601-1663	18" SPIRAL RIB ALUM TEEL PIPE, TYPE IR, 16 GAGE	1,700	LF	\$ 200.08	\$ 340,136.00
51405	0601-1665	24" SPIRAL RIB ALUM STEEL PIPE, TYPE IR, 16 GAGE	1,700	LF	\$ 229.05	\$ 389,385.00
51410	0601-1669	36" SPIRAL RIB ALUM STEEL PIPE, TYPE IR, 16 GAGE	60	LF	\$ 351.89	\$ 21,113.40
51415	0601-1715	72" SPIRAL RIB ALUM STEEL PIPE, TYPE IR, 16 GAGE	25	EA	\$ 685.24	\$ 17,131.00
51420	0605-2740	TYPE S CONCRETE TOP UNIT AND GRATE	2	SET	\$ 1,056.21	\$ 2,112.42
51425	0606-0050	GRADE ADJUSTMENT OF EXISTING INLETS	16	SET	\$ 1,190.12	\$ 19,041.92
51430	0212-0014	GEOTEXTILE, CLASS 4, TYPE A - ROCK DRAINAGE GALLER	1,600	SY	\$ 7.89	\$ 12,624.00
51435	4604-0355	24" PERFORATED PIPE - ROCK DRAINAGE GALLERY	1,200	FT	\$ 128.89	\$ 154,668.00
51440	0804-0003	SEEDING AND SOIL SUPPLEMENTS - FORMULA D, INCLUDIN	27,800	LB	\$ 7.45	\$ 207,110.00
51445	0804-0004	SEEDING - FORMULA E, INCLUDING MULCH	7,400	LB	\$ 7.45	\$ 55,130.00
51450	0804-0005	SEEDING AND SOIL SUPPLEMENTS - FORMULA N, INCLUDIN	5,500	LB	\$ 7.45	\$ 40,975.00
51455	0804-0007	SEEDING AND SOIL SUPPLEMENTS - FORMULA W, INCLUDIN	20	LB	\$ 1.00	\$ 20.00
51460	0855-0004	REPLACEMENT PUMPED WATER FILTER BAG	30	EA	\$ 2,456.59	\$ 73,697.70
51470	0867-0022	COMPOST FILTER SOCK, 24" DIAMETER	3,100	LF	\$ 12.00	\$ 37,200.00
51475	0867-0032	COMPOST FILTER SOCK, 32" DIAMETER	1,500	LF	\$ 12.00	\$ 18,000.00
51480	9000-0001	COMPOST FILTER SOCK SEDIMENT TRAP	10	EA	\$ 5,221.71	\$ 52,217.10
51485	9000-0002	TEMPORARY STREAM DIVERSION	200	LF	\$ 177.48	\$ 35,496.00
51490	9000-0008	WATERBARS - TEMPORARY ACCESS ROADS	2,100	LF	\$ 10.63	\$ 22,323.00
51495	0806-0113	TEMPORARY SHORT-TERM, ROLLED E CON, TYPE 2D	4,000	SY	\$ 2.50	\$ 10,000.00
51500	0875-0001	OUTLET STRUCTURE	2	EA	\$ 18,872.32	\$ 37,744.64
51505	9000-0002	AMENDED SOIL MIX	500	CY	\$ 75.00	\$ 37,500.00
51510	9000-0003	18" OUTLET PIPE	130	LF	\$ 210.93	\$ 27,420.90
51515	0805-0022	MULCH - STRAW	20	TN	\$ 250.00	\$ 5,000.00
51520	4808-0100	TREE, WHITE OAK (1 1/2" CAL., B&B)	10	EA	\$ 440.00	\$ 4,400.00
51525	0808-3321	SWAMP WHITE OAK (1 1/2" CAL., B&B)	10	EA	\$ 440.00	\$ 4,400.00
51530	4808-0123	SHRUB, SPICEBUSH (2' HT, #3 CONT.)	80	EA	\$ 165.00	\$ 13,200.00
51535	4808-0124	SHRUB, AMERICAN WITCH-HAZEL (2' HT, #3 CONT.)	80	EA	\$ 165.00	\$ 13,200.00
51540	4808-0142	PLANTINGS, LIVE STAKE (RED OSIER DOGWOOD)	500	EA	\$ 10.00	\$ 5,000.00
51545	4808-0143	PLANTINGS, LIVE STAKE (BROOKSIDE ALDER)	500	EA	\$ 10.00	\$ 5,000.00
51550	4808-3730	SHRUB, ARROWWOOD VIBURNUM (2' HT, #3 CONT.)	500	EA	\$ 165.00	\$ 82,500.00
51555	4808-4202	SHRUB, COMMON WINTERBERRY (2' HT, #3 CONT.)	500	EA	\$ 165.00	\$ 82,500.00
51560	0808-3072	RED MAPLE (1 1/2" CAL., B&B)	10	EA	\$ 435.00	\$ 4,350.00
51565	4806-0121	TEMPORARY EXTENDED-TERM, ROLLED EROSION CONTROL PR	30,000	SY	\$ 3.00	\$ 90,000.00
51570	0808-3272	AMERICAN SYCAMORE (1 1/2" CAL., B&B)	10	SY	\$ 500.00	\$ 5,000.00
51575	4808-0140	PLANTINGS, LIVE STAKES (SILKY DOGWOOD)	80	EA	\$ 9.00	\$ 720.00
51580	4808-0141	PLANTINGS, LIVE STAKE (BLACK WILLOW)	80	EA	\$ 10.00	\$ 800.00
51585	9000-0000	SEEDING AND SOIL SUPPLEMENTS - SEASONALLY FLOODED	20	LB	\$ 120.00	\$ 2,400.00
51590	9000-0001	SEEDING AND SOIL SUPPLEMENTS - RIPARIAN BUFFER SEE	200	LB	\$ 66.00	\$ 13,200.00
51595	9000-0002	IMPERVIOUS LINER	500	CY	\$ 15.00	\$ 7,500.00
51600	9000-0003	CHANNEL BED MATERIAL	1,200	CY	\$ 42.00	\$ 50,400.00
51605	9000-0004	RECOVER AND STOCKPILE EXISTING CHANNEL BED SUBSTRA	600	CY	\$ 40.00	\$ 24,000.00
51610	9000-0005	ROOTWADS	20	EA	\$ 5,650.00	\$ 113,000.00
51615	9000-0006	VEGETATED ROCK PROTECTION	350	LF	\$ 60.00	\$ 21,000.00
51620	9000-0007	SINGLE LOG VANE DEFLECTORS	10	EA	\$ 4,800.00	\$ 48,000.00
51625	9000-0008	BOULDER SILL	70	EA	\$ 195.00	\$ 13,650.00
51630	9000-0009	CASCADE MIX	500	CY	\$ 90.00	\$ 45,000.00
51635	9000-0010	POOL MIX	100	CY	\$ 85.00	\$ 8,500.00
51640	9000-0011	LOG STEP POOL	130	EA	\$ 1,620.00	\$ 210,600.00
51645	9000-0012	ROCK CROSS VANE	10	EA	\$ 4,770.00	\$ 47,700.00
51650	9000-0013	ENVIRONMENTAL AS-BUILT SURVEY	1	LS	\$ 12,000.00	\$ 12,000.00
51655	9000-0014	GROUTING EXISTING PIPES	1,257	LF	\$ 45.29	\$ 56,929.53
51660	9000-0014	HORIZONTAL DRILLING	1,000	LF	\$ 800.00	\$ 800,000.00
60400		ON THE JOB TRAINING	8,000	HR	\$ 1.46	\$ 11,680.00
500000		HAND-OVER (MILL/MPT/WEARING/PM)	1	LS	\$ 250,000.00	\$ 250,000.00
500100		ESCALATION - VENDORS/SUBS	1	LS	\$ 18,046,893.77	\$ 18,046,893.77
500500		MAINTENANCE DURING CONSTRUCTION	1	LS	\$ 1,522,800.00	\$ 1,522,800.00
610000		ENVIRONMENTAL COMMITMENTS	1	LS	\$ 536,470.03	\$ 536,470.03
650000		UTILITY RELOCATION AND SUPPORT	1	LS	\$ 786,300.00	\$ 786,300.00
7000000		INCIDENTAL COSTS FROM TECH PROVISIONS	1	LS	\$ 3,380,000.00	\$ 3,380,000.00

Bid Total \$ 246,923,640.47

Appendix F.3 Schedule Of Value with Pricing - Nescopeck

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
100	0201-0001	CLEARING AND GRUBBING	1.000	LS	349,999.98	349,999.98
200	0203-0001	CLASS 1 EXCAVATION	27,300.000	CY	85.00	2,320,500.00
300	0203-0004	CLASS 1B EXCAVATION	5,437.000	CY	90.00	489,330.00
500	0204-0001	CLASS 2 EXCAVATION	51.000	CY	95.00	4,845.00
600	0204-0150	CLASS 4 EXCAVATION	208.000	CY	160.00	33,280.00
800	0205-0264	SELECTED BORROW EXCAVATION ROCK, R-4	133.000	TN	85.00	11,305.00
900	0205-0268	SELECTED BORROW EXCAVATION ROCK, R-8 GROUTED	4,781.000	TN	106.00	506,786.00
1000	0212-0001	GEOTEXTILE, CLASS 1	6,973.000	LF	3.35	23,359.55
1100	0212-0014	GEOTEXTILE, CLASS 4, TYPE A	16,575.000	SY	3.00	49,725.00
1200	0313-0322	25MM BASE, PG64S-22, < 0.3 M ESALS, 4" DPTH	394.000	SY	33.00	13,002.00
1300	0313-0323	25MM BASE, PG64S-22, < 0.3 M ESALS, 4.5" DPTH	1,993.000	SY	34.00	67,762.00
1400	0313-0430	25MM BASE, PG64S-22, .3 TO < 3 M ESALS, 8" DPTH	13,117.000	SY	67.50	885,397.50
1500	0350-0106	SUBBASE 6" DEPTH (NO. 2A)	394.000	SY	35.00	13,790.00
1600	0350-0108	SUBBASE 8" DEPTH (NO. 2A)	2,032.000	SY	32.00	65,024.00
1700	0350-0110	SUBBASE 10" DEPTH (NO. 2A)	13,117.000	SY	36.00	472,212.00
1800	0350-0112	SUBBASE 12" DEPTH (NO. 2A)	5,746.000	SY	42.50	244,205.00
1900	0350-0121	SUBBASE (NO. 2A)	2,073.000	TN	85.00	176,205.00
1950		9.5 MM WEAR, PG64S-22, .3<10 M ESAL, SRL-H, L	2,500.000	TN	180.00	450,000.00
2000	0413-0200	9.5MM WEAR, PG64S-22, < 0.3 M ESALS, SRL-L, 1	1,994.000	SY	13.50	26,919.00
2100	0413-0244	9.5MM WEAR, PG64S-22, .3< 3 M ESAL, SRL-E, 1.	13,117.000	SY	19.00	249,223.00
2200	0413-0250	9.5MM WEAR, PG64S-22, .3< 3 M ESAL, SRL-H, 1.	394.000	SY	20.00	7,880.00
2300	0461-0001	ASPHALT PRIME COAT	120.000	SY	1.20	144.00
2400	0460-0001	ASPHALT TACK COAT	24,217.000	SY	0.75	18,162.75
2500	0501-0038	PLAIN CEMENT CONCRETE PAVEMENT, 13" DE	5,746.000	SY	220.00	1,264,120.00
2600	0601-7014	18" REINFORCED CONCRETE PIPE, TYPE A, 15' -	700.000	LF	285.00	199,500.00
2700	0616-1202	CONCRETE END SECTIONS FOR 18" PIPE	2.000	EACH	2,000.00	4,000.00
2800	0601-7028	24" REINFORCED CONCRETE PIPE, TYPE A, 15' -	208.000	LF	300.00	62,400.00
2900	0616-1204	CONCRETE END SECTIONS FOR 24" PIPE	1.000	EACH	3,500.00	3,500.00
3000	0605-2600	TYPE D ENDWALL FOR 18" PIPE	4.000	EACH	2,250.00	9,000.00
3100	0605-2630	TYPE E-S ENDWALL FOR 24" PIPE	1.000	EACH	2,700.00	2,700.00
3200	0605-2710	TYPE C CONCRETE TOP UNIT AND GRATE	1.000	SET	1,700.00	1,700.00
3300	0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	14.000	SET	1,700.00	23,800.00
3400	0605-2850	STANDARD INLET BOX, HEIGHT < /= 10'	14.000	EACH	4,800.00	67,200.00
3500	0605-2854	TYPE 4 INLET BOX, HEIGHT < /= 10'	1.000	EACH	4,800.00	4,800.00
4100	0608-0001	MOBILIZATION	1.000	LS	4,781,273.00	4,781,273.00
4200	0609-0002	INSPECTOR'S FIELD OFFICE AND INSPECTION B	1.000	LS	440,000.00	440,000.00
4300	0609-0009	EQUIPMENT PACKAGE	1.000	LS	55,000.00	55,000.00
4400	0609-0011	FIELD LABORATORY	1.000	LS	10,000.00	10,000.00
4500	0610-7001	4" PAVEMENT BASE DRAIN	747.000	LF	22.50	16,807.50
4600	0610-7002	6" PAVEMENT BASE DRAIN	6,226.000	LF	23.50	146,311.00
4700	0612-0001	SUBGRADE DRAINS	270.000	LF	24.00	6,480.00
4800	0615-0022	6" SUBSURFACE DRAIN OUTLETS	310.000	LF	25.00	7,750.00
4900	0615-0040	SUBSURFACE DRAIN OUTLET ENDWALL	30.000	EACH	790.00	23,700.00
5000	0610-7400	ADDITIONAL COARSE AGGREGATE FOR EXTR	50.000	CY	100.00	5,000.00
5100	0615-0066	66" RED SUBSURFACE DRAIN OUTLET MARKE	30.000	EACH	95.00	2,850.00
5200	0619-0470	PERMANENT IMPACT ATTENUATING DEVICE,	4.000	EACH	4,500.00	18,000.00
5400	0620-0400	TERMINAL SECTION, SINGLE	6.000	EACH	130.00	780.00
5500	0620-0402	TERMINAL SECTION, BRIDGE CONNECTION	8.000	EACH	130.00	1,040.00
5600	0620-0503	REMOVE EXISTING GUIDE RAIL (CONTRACTO	15,500.000	LF	3.00	46,500.00
5700	0620-0872	BURIED-IN-BACKSLOPE TERMINAL, SINGLE PA	1.000	EACH	2,100.00	2,100.00
5800	0620-1600	TYPE 31-S GUIDE RAIL	13,081.000	LF	49.00	640,969.00
5900	0620-1625	TYPE 31-SC GUIDE RAIL	1,013.000	LF	60.00	60,780.00
6000	0620-1660	TYPE 31-STRONG POST ANCHOR TERMINAL	11.000	EACH	2,500.00	27,500.00
6100	9621-0001	HIGH TENSION CABLE BARRIER	948.000	LF	110.00	104,280.00
6150		42 INCH SINGLE FACE CONCRETE BARRRIER	625.000	LF	325.00	203,125.00
6200	0624-0001	RIGHT-OF-WAY FENCE, TYPE 1	1,499.000	LF	32.00	47,968.00
6300	0624-0275	REMOVAL OF EXISTING RIGHT-OF-WAY FENC	667.000	LF	11.00	7,337.00
6400	0624-0300	END POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	4.000	EACH	400.00	1,600.00
6500	0624-0400	CORNER POSTS FOR TYPE 1 RIGHT-OF-WAY FE	10.000	EACH	450.00	4,500.00
6600	0624-0600	LINE POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	100.000	EACH	155.00	15,500.00
6700	0624-0724	VEHICULAR GATE FOR TYPE 1 RIGHT-OF-WAY	1.000	EACH	4,000.00	4,000.00
6800	0627-3019	TEMPORARY BARRIER, TEST LEVEL 3, BARRIE	4,190.000	LF	80.00	335,200.00

Appendix F.3 Schedule Of Value with Pricing - Nescopeck

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
6900	0628-3019	RESET TEMPORARY BARRIER, TEST LEVEL 3, B	4,333.000	LF	11.00	47,663.00
7000	0630-0001	PLAIN CEMENT CONCRETE CURB	39.000	LF	125.00	4,875.00
7100	0643-0001	TEMPORARY CONCRETE BARRIER, STRUCTUR	1,120.000	LF	100.00	112,000.00
7300	0660-0330	MILLED CONC PAVEMENT SHOULDER/GORE R	5,581.000	LF	3.25	18,138.25
7500	0686-0010	CONSTRUCTION SURVEYING	1.000	LS	1,200,000.00	1,200,000.00
7600	0689-0005	CPM SCHEDULE, WITH UPDATES	1.000	LS	6,000.00	6,000.00
7700	0696-0610	TEMPORARY IMPACT ATTENUATING DEVICE,	4.000	EACH	7,500.00	30,000.00
7800	0697-0610	RESET TEMPORARY IMPACT ATTENUATING D	2.000	EACH	1,300.00	2,600.00
7900	0802-0001	TOPSOIL FURNISHED AND PLACED	3,200.000	CY	70.00	224,000.00
7950	0804-0012	SEEDING - FORMULA C	500.000	LB	85.00	42,500.00
7955	0804-0014	SEEDING - FORMULA E	1,000.000	LB	19.50	19,500.00
7960	0805-0021	MULCHING - HAY	60.000	TON	650.00	39,000.00
7965	0805-0024	MULCHING - WOOD FIBER	2.000	TON	4,500.00	9,000.00
7970	0805-0050	MULCH CONTROL NETTING	3,000.000	SY	1.90	5,700.00
7980	0806-0050	EROSION CONTROL MAT	2,500.000	SY	2.30	5,750.00
7985	0806-0051	EROSION CONTROL MULCH BLANKET	85,000.000	SY	2.40	204,000.00
8000	0806-0111	TEMPORARY SHORT-TERM, ROLLED EROSION	18,013.000	SY	2.50	45,032.50
8100	0806-0140	PERMANENT ROLLED EROSION CONTROL PRO	818.000	SY	6.50	5,317.00
8200	0849-0010	ROCK CONSTRUCTION ENTRANCE	12.000	EACH	8,000.00	96,000.00
8300	0850-0022	ROCK, CLASS R-4	85.000	CY	220.00	18,700.00
8400	0851-0003	ROCK APRON	45.000	SY	135.00	6,075.00
8500	4856-0001	ROCK BARRIER/ROCK CHECK DAM	9.000	EA	890.00	8,010.00
8600	0855-0003	PUMPED WATER FILTER BAG	5.000	EACH	2,100.00	10,500.00
8700	0855-0004	REPLACEMENT PUMPED WATER FILTER BAG	5.000	EACH	900.00	4,500.00
8800	0860-0000	INLET FILTER BAG FOR INLET	35.000	EACH	250.00	8,750.00
8900	0867-0012	COMPOST FILTER SOCK, 12" DIAMETER	6,678.000	LF	5.50	36,729.00
9000	0875-0001	CONCRETE OUTLET STRUCTURE	1.000	EACH	9,500.00	9,500.00
9100	0859-0021	ANTI-SEEP COLLAR	1.000	EACH	4,500.00	4,500.00
9200	0874-0001	TEMPORARY RISER ASSEMBLY	1.000	EA	8,250.00	8,250.00
9300	0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC	1.000	LS	1,500,000.00	1,500,000.00
9400	0901-0102	SHADOW VEHICLE	2.000	EACH	100,000.00	200,000.00
9500	0901-0120	SPEED DISPLAY SIGN	2.000	EACH	19,000.00	38,000.00
9600	0901-0202	FLOODLIGHTS	4.000	EACH	80,000.00	320,000.00
9700	0901-0222	TEMPORARY LANE SEPARATOR CURB	100.000	EACH	125.00	12,500.00
9800	0901-0231	ADDITIONAL WARNING LIGHTS, TYPE B	200.000	DAY	1.50	300.00
9900	0901-0240	ADDITIONAL TRAFFIC CONTROL SIGNS	500.000	SF	18.00	9,000.00
10000	0901-0241	ADDITIONAL TRAFFIC CONTROL DEVICES,VERTICAL PANELS	50.000	EACH	140.00	7,000.00
10020	0620-1600	TEMPORARY TYPE 31-S GUIDE RAIL	6,419.000	LF	47.00	301,693.00
10030		TEMPORARY GUIDE RAIL SHORT TERM CONSTRUCTION	343.000	LF	60.00	20,580.00
10040	0620-1660	TEMPORARY TYPE 31-STRONG POST ANCHOR TERMINAL	4.000	EA	2,500.00	10,000.00
10050	x619-04xx	TEMPORARY IMPACT ATTENUATING DEVICE TYPE II	3.000	EA	30,000.00	90,000.00
10060	0901-0321	TY/6" TEMPORARY YELLOW PAINT	1,803.000	LF	3.50	6,310.50
10070	0901-0331	TBW/6" TEMPORARY BROKEN WHITE PAINT	10,633.000	LF	3.50	37,215.50
10100	0901-0250	TEMPORARY HIGHWAY LIGHTING	1.000	LS	95,000.00	95,000.00
10200	0901-0320	4" STANDARD PAVEMENT MARKINGS,PAINT & BEADS YELLOW	11,120.000	LF	2.40	26,688.00
10300	0901-0330	4" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	11,120.000	LF	2.40	26,688.00
10400	0901-0331	6" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	9,000.000	LF	3.50	31,500.00
10500	0901-0460	FULL-MATRIX CHANGEABLE MESSAGE SIGN W COMMS	4.000	EACH	40,000.00	160,000.00
10600	0937-0104	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (Y/B)	73.000	EACH	19.00	1,387.00
10700	0937-0106	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (W/B)	106.000	EACH	19.00	2,014.00
10800	0937-0113	GUIDE RAIL MOUNTED DELINEATOR TYPE D, (W/B)	17.000	EACH	15.00	255.00
10900	0937-0112	GUIDE RAIL MOUNTED DELINEATOR TYPE D, (Y/B)	26.000	EACH	15.00	390.00
11000	0937-0198	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TY R (W/B)	40.000	EACH	17.00	680.00
11100	0937-0200	BARRIER MOUNTED DELINEATOR, SIDE-MOUNT, TY R, (Y/B)	23.000	EACH	17.00	391.00
11200	0937-0213	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TY WZ (O/B)	6.000	EACH	17.00	102.00
11300	0937-0300	FLX DLINTOR PST,SRFCE MNT TYSM1,WTE PST WHITE SHTNG	8.000	EACH	70.00	560.00
11400	0937-0320	FLX DLINTOR PST,GRND MNT TYGM1,WHITE PST WHITE SHTNG	17.000	EACH	70.00	1,190.00
11500	0937-0321	FLX DLINTOR PST,GRND MNT TYGM1,YLLW PST YLLW SHTNG	26.000	EACH	70.00	1,820.00
11600	0937-0330	FLX DLINTOR PST,GRND MNT TYGM2,WHITE PST W/BLNK SHT	8.000	EACH	59.00	472.00
11700	9000-0070	4" DOUBLE YELLOW EPOXY PAVEMENT MARK	820.000	LF	12.00	9,840.00
11800	0963-0001	PAVEMENT MARKING REMOVAL	26,183.000	LF	1.80	47,129.40
11900	0964-0001	4" WHITE EPOXY PAVEMENT MARKINGS	1,640.000	LF	6.00	9,840.00

Appendix F.3 Schedule Of Value with Pricing - Nescopeck

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
12000	4969-0005	6" WHITE EPOXY PAVEMENT MARKINGS (REC	9,360.000	LF	9.00	84,240.00
12100	4964-0006	6" YELLOW EPOXY PAVEMENT MARKINGS (RE	9,360.000	LF	9.00	84,240.00
12200	0964-0005	6" WHITE EPOXY PAVEMENT MARKINGS	1,439.000	LF	9.00	12,951.00
12300	0664-0006	6" WHITE YELLOW PAVEMENT MARKINGS	1,151.000	LF	9.00	10,359.00
12400	4964-0005	6" BROKEN WHITE LINE EPOXY PM (RECESSD)	2,640.000	LF	21.00	55,440.00
12500	0964-0021	24" WHITE EPOXY PAVEMENT MARKINGS	299.000	LF	24.00	7,176.00
12700	1002-0052	REINFORCEMENT BARS, EPOXY COATED	1,353,475.000	LB	2.45	3,316,013.75
13100	5018-0001	REMOVAL OF EXISTING BRIDGE	1.000	LS	1,000,000.00	1,000,000.00
13200	5018-0002	REMOVAL OF EXISTING BRIDGE	1.000	LS	1,000,000.00	1,000,000.00
13500	8250-0010	***PRESTRESSED CONCRETE BRIDGE STRUCTURE S-40358D*	1.000	LS	15,123,539.00	15,123,539.00
14000	8250-0011	PRESTRESSED CONCRETE BRIDGE STRUCTURE S-40356D	1.000	LS	12,000,000.00	12,000,000.00
15000	8256-0012	PRECAST MODULAR RETAINING WALL SYSTE S-40357D	1.000	LS	2,300,000.00	2,300,000.00
16000	9000-0014	TEMPORARY CAUSEWAY - STAGE 1	1.000	LS	1,500,000.00	1,500,000.00
16100	9000-0016	TEMPORARY CAUSEWAY - STAGE 3	1.000	LS	175,000.00	175,000.00
16200	9000-0027	AIDS TO NAVIGATION	1.000	LS	19,500.00	19,500.00
16300	9000-0038	AMENDED SOIL MIX	1,290.000	CY	48.00	61,920.00
16400	9000-0060	CONCRETE WASHOUT	12.000	EA	2,000.00	24,000.00
16500	9000-0062	WETLAND PROTECTIVE MAT	215.000	SY	6.00	1,290.00
16600	9000-0064	STORMWATER CONTROL MEASURE SIGN	3.000	EA	180.00	540.00
16700	9000-0066	4' WIDE GRAVEL PATHWAY - 6"	215.000	SY	71.00	15,265.00
17200	9203-0001	TEMPORARY EXCAVATION SUPPORT AND PROTECTION	18,162.000	SF	230.00	4,177,260.00
17220	0804-0013	SEEDING FORMULA D	3,470.000	SY	1.20	4,164.00
17230	0804-0020	SEEDING FORMULA L	2,062.000	SY	1.20	2,474.40
17300	9601-5002	TEMPORARY PIPE/INLETS	1.000	LS	0.00	0.00
17400	9000-9353	CUT INLET	6.000	EA	2,250.00	13,500.00
17500	9627-0010	CONCRETE BARRIER COFFERDAM	700.000	LF	0.00	0.00
17600	0514-0001	DIAMOND GRINDING OF CONCRETE PAVEMENT	7,182.000	SY	7.50	53,865.00
17700	9000-0076	PPC OVERLAYS	7,182.000	SY	120.00	861,840.00
19400		4" CONDUIT ITS	721.000	LF	28.00	20,188.00
19450		2" CONDUIT ITS	2,163.000	LF	21.00	45,423.00
19500		WEATHER STATION	1.000	LS	55,000.00	55,000.00
19600		CROSS PIPES JACK AND BORE MISSED ON RIDS	1,117.000	LF	1,970.00	2,200,490.00
19700		LANDSCAPING SEED	194.000	LB	52.00	10,088.00
19800		LANDSCAPING TREES	1,756.000	EA	101.50	178,234.00
19900		LANDSCAPING SHRUBS	1,457.000	EA	46.00	67,022.00
100000		TOLLING FACILITIES	1.000	LS	0.00	0.00
500100		ESCALATION - VENDORS/SUBS	1.000	LS	3,488,000.00	3,488,000.00
6000000		MAINTENANCE DURING CONSTRUCTION	1.000	LS	816,000.00	816,000.00
6200000		ENVIRONMENTAL COMMITMENTS	1.000	LS	274,509.06	274,509.06
6500000		UTILITY RELOCATION AND SUPPORT	1.000	LS	111,500.00	111,500.00
7000000		INCIDENTAL WORK FROM TECHNICAL PROPOSAL	1.000	LS	2,891,347.00	2,891,347.00

Bid Total \$ 72,401,640.64

Appendix F.4 Schedule Of Value With Pricing- White Haven Over Lehigh River

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
100	0201-0001	CLEARING AND GRUBBING	1.000	LS	\$ 500,000.00	\$ 500,000.00
200	0203-0001	CLASS 1 EXCAVATION	71,374.000	CY	\$ 66.00	\$ 4,710,684.00
400	0203-0006	SAW CUTTING	14,536.000	LF	\$ 3.00	\$ 43,608.00
500	0204-0001	CLASS 2 EXCAVATION	59.000	CY	\$ 105.00	\$ 6,195.00
600	0204-0150	CLASS 4 EXCAVATION	84.000	CY	\$ 135.00	\$ 11,340.00
700	0212-0001	GEOTEXTILE, CLASS 1	9,200.000	LF	\$ 3.50	\$ 32,200.00
710	0212-000X	GEOTEXTILE, CLASS 3A	3,704.000	SY	\$ 4.20	\$ 15,556.80
720	0212-000Y	GEOTEXTILE, CLASS 4A	45,626.000	SY	\$ 4.50	\$ 205,317.00
800	0220-0020	FLOWABLE BACKFILL, TYPE C	120.000	CY	\$ 530.00	\$ 63,600.00
1000	0313-0431	25MM BASE, PG64S-22, .3 TO < 3 M ESALS, 8.5" DPTH	18,790.000	SY	\$ 80.00	\$ 1,503,200.00
1010		25MM BASE PG64E-22, 10 TO 30 M ESALS, 15" DPTH	26,836.000	SY	\$ 130.00	\$ 3,488,680.00
1100	0350-0108	SUBBASE 8" DPTH (NO. 2A)	45,626.000	SY	\$ 22.00	\$ 1,003,772.00
1200	0350-0120	SUBBASE (NO. 2A)	7,678.000	CY	\$ 115.00	\$ 882,970.00
1300	0413-2086	9.5MM WEAR, PG64S-22, .3< 10 M ESAL, SRL-H, L	2,500.000	TON	\$ 185.00	\$ 462,500.00
1410		19MM BIND PG64E-22, >/= 30 M ESAL, 2.5" DEPTH	30,804.000	SY	\$ 24.00	\$ 739,296.00
1500	0413-8087	19MM BIND, RPS, PG64E-22, >/= 30 M ESAL, 3.5"	17,415.000	SY	\$ 48.00	\$ 835,920.00
1600	0419-0010	9.5 MM SMA, RPS, PG64E-22, SRL-E	36,744.000	SY	\$ 19.00	\$ 698,136.00
1650		9.5 MM WEAR,PG64E-22,3<10M,SRL-E, 1.5"	18,790.000	SY	\$ 16.50	\$ 310,035.00
1700	0460-0001	ASPHALT TACK COAT	106,000.000	SY	\$ 0.75	\$ 79,500.00
1800	0491-0013	ASPHALT MILLING 2" DPTH-MATL RTND BY CONTCR	6,890.000	SY	\$ 6.00	\$ 41,340.00
1900	0491-0017	ASPHALT MILLING 4" DPTH-MATL RTND BY CONTCR	4,356.000	SY	\$ 10.00	\$ 43,560.00
2000	0601-7511	18" RCP, TY A, 15'-3' FILL,SHRE/TRNCH BX,100YR DSGN	2,062.000	LF	\$ 310.00	\$ 639,220.00
2100	0601-7519	24" RCP, TY A,15'-7' FILL,SHRE/TRNCH BX,100YR DSGN	820.000	LF	\$ 300.00	\$ 246,000.00
2200	0601-7538	36" RCP, TY A, 15'-3' FILL,SHRE/TRNCH BX,100YR DSGN	182.000	LF	\$ 500.00	\$ 91,000.00
2300	0601-7542	42" RCP, TY A,15'-2' FILL,SHRE/TRNCH BX,100YR DSGN	120.000	LF	\$ 900.00	\$ 108,000.00
2400	0601-7546	48" RCP, TY A, 15'-1.5' FILL, SHRE/TRNCH BX, 100YR	124.000	LF	\$ 950.00	\$ 117,800.00
2410	0616-1202	CONCRETE END SECTIONS FOR 18" PIPE	1.000	EACH	\$ 2,200.00	\$ 2,200.00
2500	0605-1300	CLEANING DRAINAGE STRUCTURES	10.000	EA	\$ 900.00	\$ 9,000.00
2600	0605-2401	MANHOLE FRAME AND COVER	3.000	SET	\$ 1,600.00	\$ 4,800.00
2700	0605-2850	STANDARD INLET BOX, HEIGHT < /= 10'	4.000	EACH	\$ 5,000.00	\$ 20,000.00
2800	0605-2740	TYPE S CONCRETE TOP UNIT AND GRATE	2.000	SET	\$ 2,500.00	\$ 5,000.00
2900	0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	25.000	SET	\$ 2,500.00	\$ 62,500.00
3000	0605-2850	STANDARD INLET BOX, HEIGHT < /= 10'	17.000	EA	\$ 5,000.00	\$ 85,000.00
3100	0605-2854	TYPE 4 INLET BOX, HEIGHT < /= 10'	6.000	EA	\$ 7,250.00	\$ 43,500.00
3200	0605-2858	TYPE 5 INLET BOX, HEIGHT < /= 10'	3.000	EA	\$ 9,000.00	\$ 27,000.00
3300	0605-2862	TYPE 6 INLET BOX, HEIGHT < /= 10'	2.000	EA	\$ 11,000.00	\$ 22,000.00
3400	0605-3011	TYPE 4 MANHOLE, STORM WATER, HGHT >5' & < /=10'	2.000	EA	\$ 7,900.00	\$ 15,800.00
3500	0605-3021	TYPE 5 MANHOLE, STORM WATER, HGHT >5' & < /=10'	1.000	EA	\$ 9,750.00	\$ 9,750.00
3510	0605-2600	TYPE D ENDWALL	1.000	EACH	\$ 3,300.00	\$ 3,300.00
3520	0605-2620	TYPE D-W ENDWALL	1.000	EACH	\$ 10,500.00	\$ 10,500.00
3600	0608-0001	MOBILIZATION	1.000	LS	\$ 5,400,000.00	\$ 5,400,000.00
3700	0609-0002	INSPECTOR FIELD OFFICE & INSPECTION FACILITY, TY B	2.000	EA	\$ 290,000.00	\$ 580,000.00
3800	0609-0009	EQUIPMENT PACKAGE	1.000	LS	\$ 50,000.00	\$ 50,000.00
3900	0609-0011	FIELD LABORATORY	1.000	LS	\$ 11,000.00	\$ 11,000.00
4000	0610-7002	6" PAVEMENT BASE DRAIN	9,200.000	LF	\$ 22.60	\$ 207,920.00
4100	0612-0001	SUBGRADE DRAINS	500.000	LF	\$ 26.50	\$ 13,250.00
4200	0615-0022	6" SUBSURFACE DRAIN OUTLETS	600.000	LF	\$ 24.25	\$ 14,550.00
4300	0615-0040	SUBSURFACE DRAIN OUTLET ENDWALL	30.000	EA	\$ 810.00	\$ 24,300.00
4400	0615-0066	66" RED SUBSURFACE DRAIN OUTLET MARKER	30.000	EA	\$ 61.00	\$ 1,830.00
4500	0619-0459	PERM IMPCT ATENATNG DVCE, TY II, TST LVL3, TNGT MASH	5.000	EA	\$ 4,400.00	\$ 22,000.00
4600	0620-0010	TYP & ALT CONC BRDGE BARRIER TRANS WO INLET PLCMNT	5.000	EA	\$ 2,250.00	\$ 11,250.00
4700	0620-0011	TYP & ALT CONC BRDGE BARRIER TRANS W INLET PLCMNT	4.000	EA	\$ 2,100.00	\$ 8,400.00
4800	0620-0400	TERMINAL SECTION, SINGLE	4.000	EA	\$ 182.50	\$ 730.00
4900	0620-0402	TERMINAL SECTION, BRIDGE CONNECTION	4.000	EA	\$ 205.00	\$ 820.00
5000	0620-0503	REMOVE EXISTING GUIDE RAIL (CONTRACTOR'S PROPERTY)	1,780.000	LF	\$ 3.40	\$ 6,052.00
5100	0620-1600	TYPE 31-S GUIDE RAIL	5,956.000	LF	\$ 50.00	\$ 297,800.00
5400	0620-1660	TYPE 31-STRONG POST ANCHOR TERMINAL	4.000	EA	\$ 2,600.00	\$ 10,400.00
6000	0624-0001	RIGHT-OF-WAY FENCE, TYPE 1	11,245.000	LF	\$ 34.00	\$ 382,330.00
6100	0624-0275	REMOVAL OF EXISTING RIGHT-OF-WAY FENCE	9,645.000	LF	\$ 12.25	\$ 118,151.25
6200	0624-0300	END POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	20.000	EA	\$ 405.00	\$ 8,100.00
6300	0624-0400	CORNER POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	10.000	EA	\$ 470.00	\$ 4,700.00
6400	0624-0500	PULL POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	25.000	EA	\$ 470.00	\$ 11,750.00
6500	0624-0600	LINE POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	700.000	EA	\$ 165.00	\$ 115,500.00
6600	0624-0724	VEHICULAR GATE FOR TYPE 1 RIGHT-OF-WAY	4.000	EA	\$ 4,200.00	\$ 16,800.00
6700	0627-3019	TEMP BARRIER, TST LVL 3 BARRIER,DFLVT DIST < /=1'	7,185.000	LF	\$ 73.00	\$ 524,505.00
6800	0628-3019	RESET TEMP BARRIER,TST LVL 3,DFLCT DIST < /=1'	23,287.000	LF	\$ 21.00	\$ 489,027.00
6900	0633-0200	PLAIN CONCRETE MOUNTABLE CURB, TYPE A	371.000	LF	\$ 105.00	\$ 38,955.00
7000	0643-0001	TEMP CONCRETE BARRIER, STRUCTURE MNTD	916.000	LF	\$ 110.00	\$ 100,760.00
7200	0660-0005	MILLED ASPHALT PVEMENT SHOULDER/GORE RUMBLE STRIPS	23,480.000	LF	\$ 1.65	\$ 38,742.00
7210	0677-0001	SELECTED MATERIAL SURFACING	64.000	CY	\$ 1.70	\$ 108.80

Appendix F.4 Schedule Of Value With Pricing- White Haven Over Lehigh River

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
7300	0686-0010	CONSTRUCTION SURVEYING, TYPE A	1.000	LS	\$ 1,300,000.00	\$ 1,300,000.00
7400	0689-0005	CPM SCHEDULE, WITH UPDATES	1.000	LS	\$ 6,250.00	\$ 6,250.00
7500	0696-0610	TEMP IMPACT ATENUATING DEVICE,STNRD,TY V,TST LVL 3,	6.000	EA	\$ 8,300.00	\$ 49,800.00
7600	0697-0610	RESET TEMP IMPACT ATTENUATING DEVICE	18.000	EA	\$ 1,350.00	\$ 24,300.00
7700	0802-0001	TOPSOIL FURNISHED AND PLACED	1,917.000	CY	\$ 105.00	\$ 201,285.00
7710	0804-0012	SEEDING - FORMULA C	500.000	LB	\$ 88.00	\$ 44,000.00
7720	0804-0014	SEEDING - FORMULA E	1,000.000	LB	\$ 20.50	\$ 20,500.00
7730	0805-0021	MULCHING - HAY	60.000	TON	\$ 665.00	\$ 39,900.00
7740	0805-0024	MULCHING - WOOD FIBER	2.000	TON	\$ 4,700.00	\$ 9,400.00
7750	0805-0050	MULCH CONTROL NETTING	3,000.000	SY	\$ 1.95	\$ 5,850.00
7760	0806-0050	EROSION CONTROL MAT	2,500.000	SY	\$ 2.35	\$ 5,875.00
7770	0806-0051	EROSION CONTROL MULCH BLANKET	85,000.000	SY	\$ 2.50	\$ 212,500.00
7900	0811-0003	TEMPORARY PROTECTIVE FENCE	3,000.000	LF	\$ 5.05	\$ 15,150.00
8100	0849-0010	ROCK CONSTRUCTION ENTRANCE	10.000	EA	\$ 7,100.00	\$ 71,000.00
8200	0851-0003	ROCK APRON	62.000	SY	\$ 122.50	\$ 7,595.00
8300	0851-0004	ROCK FILTER	23.000	EA	\$ 1,300.00	\$ 29,900.00
8400	0855-0003	PUMPED WATER FILTER BAG	15.000	EA	\$ 2,000.00	\$ 30,000.00
8500	0855-0004	REPLACEMENT PUMPED WATER FILTER BAG	45.000	EA	\$ 940.00	\$ 42,300.00
8600	0860-0000	INLET FILTER BAG FOR TYPE M INLET	25.000	EA	\$ 280.00	\$ 7,000.00
8700	0867-0012	COMPOST FILTER SOCK, 12" DIAMETER/(SILT FENCE)	946.000	LF	\$ 5.75	\$ 5,439.50
8800	0867-0018	COMPOST FILTER SOCK, 18" DIAMETER	164.000	LF	\$ 7.75	\$ 1,271.00
8900	0867-0022	COMPOST FILTER SOCK, 24" DIAMETER	845.000	LF	\$ 12.05	\$ 10,182.25
9000	0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC	1.000	LS	\$ 1,850,000.00	\$ 1,850,000.00
9100	0901-0102	SHADOW VEHICLE	4.000	EA	\$ 100,000.00	\$ 400,000.00
9200	0901-0120	SPEED DISPLAY SIGN	2.000	EA	\$ 19,000.00	\$ 38,000.00
9300	0901-0202	FLOODLIGHTS	4.000	EA	\$ 60,000.00	\$ 240,000.00
9400	0901-0231	ADDITIONAL WARNING LIGHTS, TYPE B	2,000.000	DAY	\$ 1.60	\$ 3,200.00
9500	0901-0240	ADDITIONAL TRAFFIC CONTROL SIGNS	500.000	SF	\$ 19.50	\$ 9,750.00
9600	0901-0241	ADDITIONAL TRAFFIC CONTROL DEVICES,VERTICAL PANELS	100.000	EA	\$ 150.00	\$ 15,000.00
9700	0901-0320	4" STANDARD PAVEMENT MARKINGS,PAINT & BEADS YELLOW	35,000.000	LF	\$ 1.00	\$ 35,000.00
9800	0901-0321	6" STANDARD PAVEMENT MARKINGS,PAINT & BEADS YELLOW	35,000.000	LF	\$ 1.50	\$ 52,500.00
9900	0901-0330	4" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	35,000.000	LF	\$ 1.00	\$ 35,000.00
10000	0901-0331	6" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	20,000.000	LF	\$ 1.50	\$ 30,000.00
10100	0901-0334	24" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	500.000	LF	\$ 12.20	\$ 6,100.00
10200	0901-0460	FULL-MATRIX CHANGEABLE MESSAGE SIGN W COMMS	4.000	EA	\$ 40,000.00	\$ 160,000.00
10210	0901-0332	8" AUXILIARY WHITE LINE, TEMPORARY	7,400.000	LF	\$ 3.00	\$ 22,200.00
10220	0935-0424	RECT RAPID FLASH BEACON /ACCESS PEDEST SIGN (2-S)	1.000	EA	\$ 1,500.00	\$ 1,500.00
10300	4930-0004	POST MOUNTED SIGNS, TYPE A	950.000	SF	\$ 132.00	\$ 125,400.00
10400	0930-0101	STEEL S OR W BEAM POSTS	12,500.000	LB	\$ 11.55	\$ 144,375.00
10500	0930-0110	BREAKAWAY SYSTEM REPLACEMENT	24.000	EA	\$ 2,150.00	\$ 51,600.00
10600	0931-0001	POST MOUNTED SIGNS, TYPE B	800.000	SF	\$ 89.00	\$ 71,200.00
10700	0932-0001	POST MOUNTED SIGNS, TYPE C	1,200.000	SF	\$ 210.00	\$ 252,000.00
10800	4934-0002	POST MOUNTED SIGNS, TYPE E	800.000	SF	\$ 140.00	\$ 112,000.00
10900	0935-0001	POST MOUNTED SIGNS, TYPE F	500.000	SF	\$ 84.00	\$ 42,000.00
11000	0937-0104	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (Y/B)	47.000	EA	\$ 16.50	\$ 775.50
11010		GUIDE RAIL MOUNTED DELINEATOR, TYPE B (W/B)	46.000	EA	\$ 16.50	\$ 759.00
11020		BRR MTD DELINEATOR - WHITE	23.000	EA	\$ 10.75	\$ 247.25
11030		BRR MTD DELINEATOR - YELLOW	23.000	EA	\$ 10.75	\$ 247.25
11100	0937-0303	FLX DLINTOR PST,SRFCE MNT TYSM1,RED PST WHITE SHTNG	6.000	EA	\$ 95.00	\$ 570.00
11110		FLX DEL POST SURF MTD W/W	44.000	EA	\$ 95.00	\$ 4,180.00
11200	0940-0001	RESET POST MOUNTED SIGNS, TYPE A	2.000	EA	\$ 19,215.00	\$ 38,430.00
11300	0941-0001	RESET POST MOUNTED SIGNS, TYPE B	1.000	EA	\$ 320.00	\$ 320.00
11400	0944-0003	RESET POST MOUNTED SIGNS, TYPE E	1.000	EA	\$ 920.00	\$ 920.00
11500	0945-0001	RESET POST MOUNTED SIGNS, TYPE F	7.000	EA	\$ 2,700.00	\$ 18,900.00
11900	0963-0001	PAVEMENT MARKING REMOVAL	30,000.000	SF	\$ 3.70	\$ 111,000.00
12000	0964-0001	4" WHITE EPOXY PAVEMENT MARKINGS	10,820.000	LF	\$ 1.25	\$ 13,525.00
12100	0964-0002	4" YELLOW EPOXY PAVEMENT MARKINGS	11,084.000	LF	\$ 1.25	\$ 13,855.00
12200	0964-0005	6" WHITE EPOXY PAVEMENT MARKINGS	2,500.000	LF	\$ 2.50	\$ 6,250.00
12210		8" WHITE EPOXY PAVEMENT MARKINGS	1,576.000	LF	\$ 18.50	\$ 29,156.00
12300	0964-0021	24" WHITE EPOXY PAVEMENT MARKINGS	162.000	LF	\$ 25.00	\$ 4,050.00
12600	0964-0230	WHITE EPOXY LEGEND, "WRONG WAY ARROW"	2.000	EA	\$ 1,225.00	\$ 2,450.00
12610		WHITE YIELD CHEVRON PAVEMENT MARKINGS	15.000	EA	\$ 305.00	\$ 4,575.00
12700	0970-0001	REMOVE POST MOUNTED SIGNS, TYPE A	8.000	EA	\$ 122.50	\$ 980.00
12800	0971-0001	REMOVE POST MOUNTED SIGNS, TYPE B	5.000	EA	\$ 1,950.00	\$ 9,750.00
12900	0972-0001	REMOVE POST MOUNTED SIGNS, TYPE C	5.000	EA	\$ 32.50	\$ 162.50
13000	0975-0001	REMOVE POST MOUNTED SIGNS, TYPE F	5.000	EA	\$ 325.00	\$ 1,625.00
13010	0937-0106	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (W/B)	46.000	EACH	\$ 16.50	\$ 759.00
13020	0964-0008	W/8" - 8" WHITE LINE	1,495.000	LF	\$ 2.50	\$ 3,737.50
13030	0964-0024	AW/8" - 8" WHITE LINE	1,329.000	LF	\$ 2.50	\$ 3,322.50
13040	0937-0320	FLX DLINTOR WHITE PST WHITE SHTNG	33.000	EACH	\$ 95.00	\$ 3,135.00



Appendix F.4 Schedule Of Value With Pricing- White Haven Over Lehigh River

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
13050	0937-0331	FLX DLINTOR WHTE PST WHTE/RED SHTNG	6.000	EACH	\$ 95.00	\$ 570.00
13060	096x-xxxx	YIELD LINE	14.000	LF	\$ 62.50	\$ 875.00
13070	0625-0010	CLASS A CEMENT CONCRETE	33.000	CY	\$ 875.00	\$ 28,875.00
13075		2" CONDUIT IN STRUCTURE	6,980.000	LF	\$ 10.00	\$ 69,800.00
13076		2" ITS CONDUIT SUPPORTED UNDER S-XXXXX STRUCTURE	1,830.000	LF	\$ 38.00	\$ 69,540.00
13077		4" ITS CONDUIT SUPPORTED UNDER S-XXXXX STRUCTURE	915.000	LF	\$ 10.00	\$ 9,150.00
13100	5018-0001	REMOVAL OF EXISTING BRIDGE, S-37616 NB	1.000	LS	\$ 4,700,000.00	\$ 4,700,000.00
13200	5018-0070	REMOVAL A PORTION OF EXISTING CULVERT	1.000	LS	\$ 30,000.00	\$ 30,000.00
14000	8030-0002	BRIDGE STRUCTURE, AS DESIGNED, S-37616	1.000	LS	\$ 53,250,373.00	\$ 53,250,373.00
16000	8510-0001	PRECAST CONCRETE BOX CULVERT, AS DESIGNED, S-40118	1.000	LS	\$ 404,770.00	\$ 404,770.00
17100	9000-0014	TEMPORARY CAUSEWAY - STAGE 1	1.000	LS	\$ 4,300,000.00	\$ 4,300,000.00
17700	9000-0022	TEMPORARY PUMP BYPASS SYSTEM	1.000	EACH	\$ 60,000.00	\$ 60,000.00
17800	9000-0027	AIDS TO NAVIGATION	1.000	LS	\$ 23,000.00	\$ 23,000.00
17900	9000-0038	AMENDED SOIL MIX	1,500.000	CY	\$ 53.50	\$ 80,250.00
17910		NO. 8 AGGREGATE	120.000	CY	\$ 185.00	\$ 22,200.00
17920		NO. 3 AGGREGATE	540.000	CY	\$ 125.00	\$ 67,500.00
17930	9000-0039	PLANTING SOIL	540.000	CY	\$ 105.00	\$ 56,700.00
19200	9203-0001	TEMPORARY EXCAVATION SUPPORT, S-40118 (BRIDGE)	1.000	LS	\$ 3,500,000.00	\$ 3,500,000.00
19300	9203-0701	TEMPORARY EXCAVATION SUPPORT, S-37616 (CULVERT)	1.000	LS	\$ 140,000.00	\$ 140,000.00
20000		LANDSCAPING TREES	4,970.000	EA	\$ 101.00	\$ 501,970.00
21000		LANDSCAPING SHRUBS	4,123.000	EA	\$ 45.00	\$ 185,535.00
500100		ESCALATION - VENDORS/SUBS	1.000	LS	\$ 7,128,000.00	\$ 7,128,000.00
610000		ENVIRONMENTAL COMMITMENTS	1.000	LS	\$ 415,559.95	\$ 415,559.95
650000		UTILITIY RELOCATION AND SUPPORT	1.000	LS	\$ 350,000.00	\$ 350,000.00
6000000		MAINTENANCE DURING CONSTRUCTION	1.000	LS	\$ 726,240.00	\$ 726,240.00
7000000		INCIDENTAL WORK FROM FROM TECHNICAL PROPOSAL	1.000	LS	\$ 2,441,155.00	\$ 2,441,155.00

Bid Total \$ 110,381,578.05

Appendix F.5 Schedule Of Values with Pricing- Susquehanna

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
100	0201-0001	CLEARING AND GRUBBING	1	LS	\$ 3,470,239.47	\$ 3,470,239.47
200	0203-0001	CLASS 1 EXCAVATION	692,765	CY	\$ 37.85	\$ 26,221,155.25
210	0203-0005	CLASS 1C EXCAVATION	30,549	CY	\$ 114.73	\$ 3,504,886.77
220	0205-0001	COMMON BORROW	64,418	CY	\$ 29.67	\$ 1,911,282.06
250	0205-0100	FOREIGN BORROW	77,333	CY	\$ 36.52	\$ 2,824,201.16
300	0203-0006	SAW CUTTING	143,327	LF	\$ 4.03	\$ 577,607.81
400	0204-0001	CLASS 2 EXCAVATION	42,000	CY	\$ 49.31	\$ 2,071,020.00
500	0204-0100	CLASS 3 EXCAVATION	968	CY	\$ 49.00	\$ 47,432.00
600	0204-0150	CLASS 4 EXCAVATION	77	CY	\$ 18.02	\$ 1,387.54
700	0205-0263	SELECTED BORROW EXC ROCK, CL R-3	79,882	CY	\$ 89.22	\$ 7,127,072.04
800	0212-0001	GEOTEXTILE, CLASS 1	244,650	LF	\$ 2.76	\$ 675,234.00
900	0212-0014	GEOTEXTILE, CLASS 4, TYPE A	493,149	SY	\$ 3.83	\$ 1,888,760.67
1000	0220-0020	FLOWABLE BACKFILL, TYPE C	4,202	CY	\$ 224.24	\$ 942,256.48
1100	0313-0320	25MM BASE, PG64S-22, < 0.3 M ESALS, 3" DPTH	3,341	SY	\$ 25.33	\$ 84,627.53
1200	0313-0322	25MM BASE, PG64S-22, < 0.3 M ESALS, 4" DPTH	950	SY	\$ 34.09	\$ 32,385.50
1300	0313-0404	37.5MM BASE, PG64S-22, .3 TO < 3 M ESALS, 6" DPTH	447,744	SY	\$ 39.83	\$ 17,833,643.52
1305	0313-0408	37.5 MMBASE, PG64S-22, 0.3 TO < 3M ESALS, 8" DPTH	239,148	SY	\$ 44.06	\$ 10,536,860.88
1400	0313-0421	25MM BASE, PG64S-22, .3 TO < 3 M ESALS, 3.5" DPTH	2,639	SY	\$ 33.68	\$ 88,881.52
1500	0313-0426	25MM BASE, PG64S-22, .3 TO < 3 M ESALS, 6" DPTH	446,428	SY	\$ 39.91	\$ 17,816,941.48
1600	0313-0431	25MM BASE, PG64S-22, .3 TO < 3 M ESALS, 8.5" DPTH	213	SY	\$ 135.47	\$ 28,855.11
1700	0313-0437	25MM BASE, PG64S-22, .3 TO < 3 M ESALS, VRBLE	304	TN	\$ 190.04	\$ 57,772.16
1800	0313-0602	37.5MM BASE, PG64S-22, 10 TO <30 M ESALS, 5" DPTH	3,756	SY	\$ 51.66	\$ 194,034.96
2200	0350-0106	***SUBBASE 6" DPTH (NO. 2A)***	22,944	SY	\$ 16.68	\$ 382,705.92
2300	0350-0108	SUBBASE 8" DPTH (NO. 2A)	637,206	SY	\$ 14.90	\$ 9,494,369.40
2500	0350-0120	SUBBASE (NO. 2A)	38,958	CY	\$ 35.96	\$ 1,400,929.68
2700	0413-0194	9.5MM WEAR, PG64S-22, < 0.3 M ESALS, SRL-M,	3,575	SY	\$ 17.38	\$ 62,133.50
2800	0413-0200	9.5MM WEAR, PG64S-22, < 0.3 M ESALS, SRL-L, 1	1,056	SY	\$ 30.51	\$ 32,218.56
2900	0413-0249	9.5MM WEAR, PG64S-22, .3< 0.3 M ESAL, SRL-E,	18,122	SY	\$ 21.69	\$ 393,066.18
3000	0413-0250	9.5MM WEAR, PG64S-22, .3< 0.3 M ESAL, SRL-H,	205,511	SY	\$ 15.62	\$ 3,210,081.82
3100	0413-0303	9.5MM WEAR, PG64S-22, 3 TO < 10 M ESAL, SRL-	5,747	SY	\$ 20.97	\$ 120,514.59
3400	0413-6035	19MM BIND, PG64S-22, < 0.3 M ESAL, 2.5"	2,476	SY	\$ 24.61	\$ 60,934.36
3500	0413-6047	19MM BIND, PG64S-22, .3 TO < 3 M ESAL, VAR D	284	TN	\$ 192.98	\$ 54,806.32
3600	0413-6048	19MM BIND, PG64S-22, .3 TO < 3 M ESAL, 3.5"	205,361	SY	\$ 26.93	\$ 5,530,371.73
3700	0413-6058	19MM BIND, PG64S-22, 3 TO < 10 M ESAL, 3.5"	6,512	SY	\$ 30.25	\$ 196,988.00
3800	0413-7007	19MM BIND, PG64S-22, < 0.3 M ESAL, LEVEL	89	TN	\$ 223.64	\$ 19,903.96
3900	0413-7011	19MM BIND, PG64S-22, 3 < 10 M ESAL, LEVEL	1	TN	\$ -	\$ -
4000	0413-8087	19MM BIND, RPS, PG64E-22, >/= 30 M ESAL, 3.5"	252,267	SY	\$ 26.48	\$ 6,680,030.16
4100	0419-0000	DEMONSTRATION PLACEMENT	1	PDA	\$ 78,320.95	\$ 78,320.95
4200	0419-0010	9.5 MM SMA, RPS, PG64E-22, SRL-E, 2"	30,793	TN	\$ 180.09	\$ 5,545,511.37
4300	0460-0001	ASPHALT TACK COAT	1,184,012	SY	\$ 0.44	\$ 520,965.28
4400	0491-0013	ASPHALT MILLING 2" DPTH-MATL RTND BY CONTCR	41,322	SY	\$ 9.99	\$ 412,806.78
4500	0491-0019	ASPHALT MILLING VARIABLE DPTH-MATL RTND BY CONTCR	4,328	SY	\$ 42.61	\$ 184,416.08
5000	0501-0020	PLAIN CEMENT CONCRETE PAVEMENT, 4" DPTH	289	SY	\$ 133.27	\$ 38,515.03
5100	0526-0001	RUBBLIZE AND SEAT CONCRETE PAVEMENT	8,691	SY	\$ 6.79	\$ 59,011.89
5200	0601-6760	18" X 30" ERCP, TY B, 10'-7", SHRE/TRNCH BX, 50YR DSGN	563	LF	\$ 276.24	\$ 155,523.12
5300	0601-6761	14" X 23" ERCP, TY B, 10'-7", SHRE/TRNCH BX, 50YR DSGN	318	LF	\$ 330.98	\$ 105,251.64
5305		29" X 45" ERCP, TY B, 10'-7", SHRE/TRNCH BX, 50YR DSGN	86	LF	\$ 469.69	\$ 40,393.34
5330		38" X 60" ERCP, TY B, 10'-7", SHRE/TRNCH BX, 50YR DSGN	52	LF	\$ 322.81	\$ 16,786.12
5350		12" RCP, ALL TYPES	87	LF	\$ 147.72	\$ 12,851.64
5400		18" RCP, ALL TYPES	22,886	LF	\$ 198.56	\$ 4,544,244.16
5450		24" RCP, ALL TYPES	5,870	LF	\$ 234.24	\$ 1,374,988.80
5500		30" RCP, ALL TYPES	5,486	LF	\$ 232.02	\$ 1,272,861.72
5600		36" RCP, ALL TYPES	2,424	LF	\$ 358.26	\$ 868,422.24
5700		42" RCP, ALL TYPES	988	LF	\$ 415.90	\$ 410,909.20
5800		48" RCP, ALL TYPES	618	LF	\$ 572.48	\$ 353,792.64
5900		60" RCP, ALL TYPES	389	LF	\$ 699.09	\$ 271,946.01
5950		66" RCP, ALL TYPES	228	LF	\$ 661.55	\$ 150,833.40
5960		72" RCP, ALL TYPES	460	LF	\$ 721.07	\$ 331,692.20
6000		84" RCP, ALL TYPES	218	LF	\$ 3,288.30	\$ 716,849.40
6050		90" RCP, ALL TYPES	218	LF	\$ 4,416.33	\$ 962,759.94
6800	0601-7556	60" RCP, CLASS V, BORE	574	LF	\$ 4,062.66	\$ 2,331,966.84
6900	0601-7566	72" RCP, CLASS V, BORE	262	LF	\$ 4,537.79	\$ 1,188,900.98
7100	0601-7718	24" RCP, TY B, 15'-3" FILL, SHRE/TRNCH BX	1	LF	\$ -	\$ -
7200	0601-7727	30" RCP, TY B, 15'-3" FILL, SHRE/TRNCH BX	1	LF	\$ -	\$ -
7300	0601-7737	36" RCP, TY B, 15'-3" FILL, SHRE/TRNCH BX	1	LF	\$ -	\$ -
7400	0605-1300	CLEANING DRAINAGE STRUCTURES	184	EA	\$ 1,611.14	\$ 296,449.76
7500	0605-2401	MANHOLE FRAME AND COVER	50	EA	\$ 960.99	\$ 48,049.50
7600	0605-2640	TYPE D ENDWALL FOR 18" PIPE	63	EA	\$ 3,527.38	\$ 222,224.94
7700	4605-2640	TYPE D ENDWALL FOR 14"X23" PIPE	6	EA	\$ 3,791.41	\$ 22,748.46
7800	0605-2642	TYPE D ENDWALL FOR 24" PIPE	30	EA	\$ 3,791.41	\$ 113,742.30
7900	4605-2642	TYPE D ENDWALL FOR 19"X30" PIPE	3	EA	\$ 5,254.17	\$ 15,762.51
8000	0605-2644	TYPE D ENDWALL FOR 30" PIPE	18	EA	\$ 4,629.38	\$ 83,328.84

Appendix F.5 Schedule Of Values with Pricing- Susquehanna

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
8100	0605-2646	TYPE D ENDWALL FOR 36" PIPE	10	EA	\$ 5,321.28	\$ 53,212.80
8200	4605-2646	TYPE D ENDWALL FOR 29"x45" PIPE	1	EA	\$ 5,451.40	\$ 5,451.40
8300	0605-2648	TYPE D ENDWALL FOR 42" PIPE	5	EA	\$ 6,013.17	\$ 30,065.85
8400	0605-2650	TYPE D ENDWALL FOR 48" PIPE	5	EA	\$ 6,899.21	\$ 34,496.05
8500	4605-2650	TYPE D ENDWALL FOR 38"x60" PIPE	1	EA	\$ 13,442.26	\$ 13,442.26
8510	0605-2600	TYPE D ENDWALL FOR 60" PIPE	3	EA	\$ 16,622.25	\$ 49,866.75
8520	0605-2600	TYPE D ENDWALL FOR 66" PIPE	3	EA	\$ 17,738.88	\$ 53,216.64
8530	0605-2600	TYPE D ENDWALL FOR 72" PIPE	5	EA	\$ 18,897.55	\$ 94,487.75
8540	0605-2600	TYPE D ENDWALL FOR 84" PIPE	2	EA	\$ 25,698.65	\$ 51,397.30
8550	0605-2600	TYPE D ENDWALL FOR 90" PIPE	2	EA	\$ 29,810.94	\$ 59,621.88
8705	0605-2664	TYPE E-S ENDWALL FOR 18" PIPE	1	EA	\$ 7,675.55	\$ 7,675.55
8710	0605-2670	TYPE E-S ENDWALL FOR 36" PIPE	1	EA	\$ 11,652.69	\$ 11,652.69
8715	9605-26XX	TYPE E-S ENDWALL FOR 72" PIPE	1	EA	\$ 24,034.71	\$ 24,034.71
8800	0605-2676	TYPE D-W ENDWALL FOR 36" PIPE, NO CONCRETE APRON	9	EA	\$ 6,041.27	\$ 54,371.43
8900	0605-2677	TYPE D-W ENDWALL FOR 42" PIPE, NO CONCRETE APRON	5	EA	\$ 9,197.57	\$ 45,987.85
9000	0605-2678	TYPE D-W ENDWALL FOR 48" PIPE, NO CONCRETE APRON	3	EA	\$ 10,197.64	\$ 30,592.92
9100	0605-2680	TYPE D-W ENDWALL FOR 60" PIPE, NO CONCRETE APRON	3	EA	\$ 16,054.21	\$ 48,162.63
9105	9605-XXXX	TYPE D-W ENDWALL FOR 66" PIPE	5	EA	\$ 18,481.02	\$ 92,405.10
9200	0605-2681	TYPE D-W ENDWALL FOR 72" PIPE, NO CONCRETE APRON	6	EA	\$ 20,659.29	\$ 123,955.74
9205	9605-XXXX	TYPE D-W ENDWALL FOR 84" PIPE	2	EA	\$ 27,142.39	\$ 54,284.78
9210	9605-XXXX	TYPE D-W ENDWALL FOR 90" PIPE	2	EA	\$ 29,810.94	\$ 59,621.88
9215	9605-XXXX	18" END SECTION	13	EA	\$ 3,336.40	\$ 43,373.20
9220	9605-XXXX	30" END SECTION	1	EA	\$ 5,196.77	\$ 5,196.77
9225	9605-XXXX	SPECIAL 30" OUTLET STRUCTURE	1	EA	\$ 30,712.82	\$ 30,712.82
9230	9605-XXXX	SPECIAL 60" OUTLET STRUCTURE	1	EA	\$ 81,442.51	\$ 81,442.51
9300	0605-2710	TYPE C CONCRETE TOP UNIT AND GRATE	1	ST	\$ 1,636.41	\$ 1,636.41
9400	0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	478	EA	\$ 1,710.24	\$ 817,494.72
9500	0605-2740	TYPE S CONCRETE TOP UNIT AND GRATE	1	ST	\$ 1,766.73	\$ 1,766.73
9600	0605-2750	TYPE D-H CONCRETE TOP UNIT AND GRATES	1	ST	\$ 3,848.55	\$ 3,848.55
9700	0605-2850	STANDARD INLET BOX, HEIGHT < /= 10'	309	EA	\$ 5,040.35	\$ 1,557,468.15
9800	0605-2851	STANDARD INLET BOX, HEIGHT < /= 10'	6	EA	\$ 6,373.48	\$ 38,240.88
9900	0605-2854	TYPE 4 INLET BOX, HEIGHT < /= 10'	51	EA	\$ 9,337.87	\$ 476,231.37
10000	0605-2855	TYPE 4 INLET BOX, HEIGHT > 10' AND < /= 20'	1	EA	\$ 16,935.26	\$ 16,935.26
10100	0605-2858	TYPE 5 INLET BOX, HEIGHT < /= 10'	22	EA	\$ 6,172.78	\$ 135,801.16
10200	0605-2859	TYPE 5 INLET BOX, HEIGHT > 10' AND < /= 20'	1	EA	\$ 26,505.44	\$ 26,505.44
10300	0605-2862	TYPE 6 INLET BOX, HEIGHT < /= 10'	9	EA	\$ 9,676.27	\$ 87,086.43
10400	0605-2866	TYPE 7 INLET BOX, HEIGHT < /= 10'	1	EA	\$ 22,840.46	\$ 22,840.46
10500	0605-2882	TYPE D-H INLET BOX HEIGHT < /= 10'	5	EA	\$ 12,784.61	\$ 63,923.05
10600	0605-2883	TYPE D-H INLET BOX, HEIGHT >10' AND < /= 20'	1	EA	\$ 26,618.39	\$ 26,618.39
10700	0605-3010	TYPE 4 MANHOLE, STORM WATER, HGHT < /= 5'	1	EA	\$ 5,211.46	\$ 5,211.46
10800	0605-3011	TYPE 4 MANHOLE, STORM WATER, HGHT >5' & < /=10'	8	EA	\$ 8,188.77	\$ 65,510.16
10900	0605-3012	TYPE 4 MANHOLE, STORM WATER, HGHT >10' & < /=20'	3	EA	\$ 13,829.62	\$ 41,488.86
10950		TYPE 5 MANHOLE STORM <5FT	10	EA	\$ 8,313.00	\$ 83,130.00
11100	0605-3021	TYPE 5 MANHOLE, STORM WATER, HGHT >5' & < /=10'	22	EA	\$ 10,951.00	\$ 240,922.00
11200	0605-3022	TYPE 5 MANHOLE, STORM WATER, HGHT >10' & < /=20'	6	EA	\$ 16,290.00	\$ 97,740.00
11300	0605-3031	TYPE 6 MANHOLE, STORM WATER, HGHT >5' & < /=10'	7	EA	\$ 12,568.66	\$ 87,980.62
11400	0605-3032	TYPE 6 MANHOLE, STORM WATER, HGHT >10' & < /=20'	4	EA	\$ 20,296.59	\$ 81,186.36
11500	0605-3041	TYPE 7 MANHOLE, STORM WATER, HGHT >5' & < /=10'	5	EA	\$ 21,530.99	\$ 107,654.95
11600	0605-3042	TYPE 7 MANHOLE, STORM WATER, HGHT >10' & < /=20'	4	EA	\$ 38,103.27	\$ 152,413.08
12000	0608-0001	***MOBILIZATION***	1	LS	\$ 33,725,135.44	\$ 33,725,135.44
12100	0609-0002	INSPECTOR FIELD OFFICE & INSPECTION FACILITY, TY B	1	LS	\$ 372,802.00	\$ 372,802.00
12200	0609-0009	EQUIPMENT PACKAGE	1	LS	\$ 67,050.83	\$ 67,050.83
12300	0609-0011	FIELD LABORATORY	1	LS	\$ 94,494.76	\$ 94,494.76
12400	4610-1001	6" PIPE UNDERDRAIN, TY II BACKFILL MOD	52,361	LF	\$ 28.02	\$ 1,467,155.22
12600	0610-7002	6" PAVEMENT BASE DRAIN	203,150	LF	\$ 13.58	\$ 2,758,777.00
12605	0610-7400	ADDITIONAL COARSE AGG, EXTRA DEPTH PVMT BASE DRAIN	77	CY	\$ 21.20	\$ 1,632.40
12700	0612-0001	SUBGRADE DRAINS	847	LF	\$ 69.54	\$ 58,900.38
12800	0615-0022	6" SUBSURFACE DRAIN OUTLETS	7,875	LF	\$ 12.19	\$ 95,996.25
12905	0615-0050	SUBSURFACE DRAIN OUTLETS ENDWALL (SLOPED)	118	EA	\$ 636.00	\$ 75,048.00
13000	0615-0066	66" RED SUBSURFACE DRAIN OUTLET MARKER	118	EA	\$ 63.60	\$ 7,504.80
13100	0619-0450	PERM IMPCT ATENATNG DVCE, TY II, TST LVL3, FLRD MASH	11	EA	\$ 3,710.00	\$ 40,810.00
13200	0619-0459	PERM IMPCT ATENATNG DVCE, TY II, TST LVL3, TNGT MASH	4	EA	\$ 3,445.00	\$ 13,780.00
13300	0619-0744	PERM IMPCT ATNATNG DVCE, TY V, TST LVL3, MASH, W< /=36"	10	EA	\$ 47,700.00	\$ 477,000.00
13400	0620-0010	TYP & ALT CONC BRDGE BARRIER TRANS WO INLET PLCMNT	16	EA	\$ 1,696.00	\$ 27,136.00
13500	0620-0011	TYP & ALT CONC BRDGE BARRIER TRANS W INLET PLCMNT	13	EA	\$ 1,590.00	\$ 20,670.00
13600	0620-0400	TERMINAL SECTION, SINGLE	14	EA	\$ 100.70	\$ 1,409.80
13700	0620-0402	TERMINAL SECTION, BRIDGE CONNECTION	21	EA	\$ 143.10	\$ 3,005.10
13800	0620-0503	REMOVE EXISTING GUIDE RAIL (CONTRACTOR'S PROPERTY)	90,300	LF	\$ 2.39	\$ 215,817.00
13900	0620-0528	8" X 6" WOOD OFFSET BRACKETS	12	EA	\$ 23.32	\$ 279.84
14000	0620-0575	GUIDE RAIL ELEMENT	38	LF	\$ 21.20	\$ 805.60
14100	0620-0585	RUBBING RAIL	38	LF	\$ 20.14	\$ 765.32
14200	0620-0872	BURIED-IN-BACKSLOPE TERMINAL, SINGLE PANEL	6	EA	\$ 1,643.00	\$ 9,858.00

Appendix F.5 Schedule Of Values with Pricing- Susquehanna

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
14300	0620-1600	TYPE 31-S GUIDE RAIL	80,475	LF	\$ 29.73	\$ 2,392,521.75
14400	0620-1602	TYPE 31-S GUIDE RAIL WITH 8' EXTRA LENGTH POSTS	600	LF	\$ 33.92	\$ 20,352.00
14500	0620-1625	TYPE 31-SC GUIDE RAIL	1,163	LF	\$ 40.28	\$ 46,845.64
14600	0620-1640	TYPE 31-SM GUIDE RAIL	9,988	LF	\$ 44.52	\$ 444,665.76
14700	0620-1645	CURVED W-BEAM GUIDE RAIL AT INTERSECTIONS	1,000	LF	\$ 24.91	\$ 24,910.00
14800	0620-1660	TYPE 31-STRONG POST ANCHOR TERMINAL	34	EA	\$ 1,855.00	\$ 63,070.00
14900	0620-1670	TYPE 31-STRONG POST IN-LINE ANCHOR	23	EA	\$ 1,749.00	\$ 40,227.00
15000	0622-0001	CONCRETE GLARE SCREEN	4,056	LF	\$ 97.79	\$ 396,636.24
15100	0623-0001	CONCRETE MEDIAN BARRIER	29,100	LF	\$ 83.21	\$ 2,421,411.00
15200	0623-0052	SINGLE FACE CONCRETE BARRIER	1,044	LF	\$ 216.43	\$ 225,952.92
15300	0623-0109	END TRANSITION, CONCRETE MEDIAN BARRIER	9	EA	\$ 1,362.10	\$ 12,258.90
15400	0623-0122	END TRANSITION, SINGLE FACE CONCRETE BARRIER	6	EA	\$ 1,325.00	\$ 7,950.00
15500	0624-0001	RIGHT-OF-WAY FENCE, TYPE 1	2,274	LF	\$ 19.61	\$ 44,593.14
15600	0624-0250	RIGHT-OF-WAY FENCE, TYPE 5	48,856	LF	\$ 17.09	\$ 834,949.04
15700	0624-0275	REMOVAL OF EXISTING RIGHT-OF-WAY FENCE	29,665	LF	\$ 6.97	\$ 206,765.05
15800	0624-0300	END POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	6	EA	\$ 441.67	\$ 2,650.02
15900	0624-0304	END POSTS FOR TYPE 5 RIGHT-OF-WAY FENCE	69	EA	\$ 477.00	\$ 32,913.00
16000	0624-0400	CORNER POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	26	EA	\$ 567.92	\$ 14,765.92
16100	0624-0404	CORNER POSTS FOR TYPE 5 RIGHT-OF-WAY FENCE	120	EA	\$ 644.22	\$ 77,306.40
16200	0624-0500	PULL POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	2	EA	\$ 625.40	\$ 1,250.80
16300	0624-0504	PULL POSTS FOR TYPE 5 RIGHT-OF-WAY FENCE	122	EA	\$ 587.52	\$ 71,677.44
16400	0624-0600	LINE POSTS FOR TYPE 1 RIGHT-OF-WAY FENCE	228	EA	\$ 172.90	\$ 39,421.20
16500	0624-0602	LINE POSTS FOR TYPE 5 RIGHT-OF-WAY FENCE	3,071	EA	\$ 131.23	\$ 403,007.33
16600	0624-0724	VEHICULAR GATE FOR TYPE 1 RIGHT-OF-WAY	3	EA	\$ 3,056.33	\$ 9,168.99
16700	0624-0779	VEHICULAR GATE FOR TYPE 5 RIGHT-OF-WAY	8	EA	\$ 3,087.25	\$ 24,698.00
16800	0626-0020	CORROSION RESISTANT GABIONS, TYPE A	788	CY	\$ 179.18	\$ 141,193.84
16900	0627-3019	TEMP BARRIER, TST LVL 3 BARRIER,DEFLVT DIST <=/=1'	79,620	LF	\$ 98.52	\$ 7,844,162.40
17000	0627-3092	TEMP BARRIER, CONCRETE GLARE SCRNL,PLATE,F SHPE	59,495	LF	\$ 103.35	\$ 6,148,808.25
17100	0628-3019	RESET TEMP BARRIER,TST LVL 3,DFLCT DIST <=/=1'	61,804	LF	\$ 12.53	\$ 774,404.12
17200	0628-3092	RESET TEMP BARRIER, CONC GLARE SCRNL,PLATE,F SHPE	167,296	LF	\$ 6.31	\$ 1,055,637.76
17400	0633-0200	PLAIN CONCRETE MOUNTABLE CURB, TYPE A	650	LF	\$ 53.43	\$ 34,729.50
17500	0643-0001	TEMP CONCRETE BARRIER, STRUCTURE MNTRD	3,210	LF	\$ 135.68	\$ 435,532.80
17600	0643-0003	TEMP CONCRETE GLARE SCREEN MEDIAN,STRUCTURE MNTRD	4,750	LF	\$ 153.70	\$ 730,075.00
17700	0644-0001	TEMP CONC BARRIER, STRUCTURE MNTRD,RESET	3,450	LF	\$ 34.72	\$ 119,784.00
17800	0644-0003	TEMP CONC GLARE SCREEN MEDIAN,STRUCTURE MNTRD,RESET	11,600	LF	\$ 34.93	\$ 405,188.00
17900	0660-0005	MILLED ASPHALT PAVEMENT SHOULDER/GORE RUMBLE STRIPS	200,400	LF	\$ 0.69	\$ 138,276.00
18000	0676-0001	CEMENT CONCRETE SIDEWALK	6	SY	\$ 1,053.86	\$ 6,323.16
18100	0680-0121	MEMBRANE WTRPRFNG SYST INSTALLED ON OTHER SURFACES	2	SY	\$ 104.27	\$ 208.54
18200	0686-0010	CONSTRUCTION SURVEYING, TYPE A	1	LS	\$ 3,580,033.29	\$ 3,580,033.29
18300	0689-0005	CPM SCHEDULE, WITH UPDATES	1	LS	\$ 106,039.86	\$ 106,039.86
18400	0695-0003	DETECTABLE WARNING SURFACE, POLYMER CONCRETE	10	SF	\$ 47.70	\$ 477.00
18500	0696-0610	TEMP IMPACT ATTENUATING DEVICE,STNRD,TY V,TST LVL 3,	14	EA	\$ 9,275.00	\$ 129,850.00
18600	0697-0610	RESET TEMP IMPACT ATTENUATING DEVICE	39	EA	\$ 1,044.10	\$ 40,719.90
18700	0703-0020	NO. 1 COARSE AGGREGATE	1,508	CY	\$ 49.64	\$ 74,857.12
18800	0703-0022	NO. 8 COARSE AGGREGATE	7,029	CY	\$ 56.64	\$ 398,122.56
18900	0703-0024	NO. 2A COARSE AGGREGATE	15,164	CY	\$ 72.88	\$ 1,105,152.32
19000	0703-0025	NO. 57 COARSE AGGREGATE	7,379	CY	\$ 76.98	\$ 568,035.42
19100	0802-0001	TOPSOIL FURNISHED AND PLACED	56,745	CY	\$ 29.80	\$ 1,691,001.00
19200	0804-0002	SEEDING AND SOIL SUPPLEMENTS - FORMULA C INCL MULCH	3,600	LB	\$ 78.02	\$ 280,872.00
19400	0804-0013	SEEDING AND SOIL SUPPLEMENTS - FORMULA D	10,108	LB	\$ 28.16	\$ 284,641.28
19500	0804-0020	SEEDING AND SOIL SUPPLEMENTS - FORMULA L	609	LB	\$ 30.24	\$ 18,416.16
19600	0806-0111	TEMP SHORT-TERM, ROLLED EROSION CNTRL PRDCT TY 2B	11,190	SY	\$ 1.95	\$ 21,820.50
19700	0806-0112	TEMP SHORT-TERM, ROLLED EROSION CNTRL PRDCT TY 2C	204,128	SY	\$ 1.95	\$ 398,049.60
19800	0806-0113	TEMP SHORT-TERM, ROLLED EROSION CNTRL PRDCT TY 2D	315,700	SY	\$ 2.10	\$ 662,970.00
19900	0806-0120	TEMP SHORT-TERM, ROLLED EROSION CNTRL PRDCT TY 3A	22,685	SY	\$ 2.36	\$ 53,536.60
20000	0806-0121	TEMP SHORT-TERM, ROLLED EROSION CNTRL PRDCT TY 3B	200,000	SY	\$ 2.46	\$ 492,000.00
20100	0806-0140	PERMANENT ROLLED EROSION CONTROL PRODUCT TY 5A	20,953	SY	\$ 8.59	\$ 179,986.27
20200	0808-3073	RED MAPLE - (2" CAL. B&B)	164	EA	\$ 540.37	\$ 88,620.68
20300	0808-3730	ARROWWOOD VIBURNUM - (2' HT. B&B)	27	EA	\$ 146.04	\$ 3,943.08
20400	0808-3842	WHITE PINE - (5' HT. B&B)	164	EA	\$ 317.77	\$ 52,114.28
20500	0808-4120	GRAY DOGWOOD - (18" HT. B.R.)	191	EA	\$ 107.89	\$ 20,606.99
20600	0808-4190	INKBERRY - (18" HT. B.R.)	27	EA	\$ 146.04	\$ 3,943.08
20700	0808-4786	SPICEBUSH - (18" HT. CONTAINER)	27	EA	\$ 146.04	\$ 3,943.08
20800	0808-7111	ELDERBERRY (18" HT. B.R. OR CONTAINER)	27	EA	\$ 146.04	\$ 3,943.08
20900	0811-0003	TEMPORARY PROTECTIVE FENCE	13,500	LF	\$ 12.80	\$ 172,800.00
21000	0845-0001	UNFORESEEN WATER POLLUTION CONTROL	1	PDA	\$ -	\$ -
21100	0849-0010	ROCK CONSTRUCTION ENTRANCE	61	EA	\$ 8,442.39	\$ 514,985.79
21200	0850-0022	ROCK, CLASS R-4	1,312	SY	\$ 67.51	\$ 88,573.12
21300	0850-0031	ROCK, CLASS R-3	4,504	CY	\$ 92.52	\$ 416,710.08
21400	0850-0032	ROCK, CLASS R-4	31,061	CY	\$ 97.21	\$ 3,019,439.81
21500	0850-0033	ROCK, CLASS R-5	595	CY	\$ 201.11	\$ 119,660.45
21600	0850-0036	ROCK, CLASS R-8	1,290	CY	\$ 186.93	\$ 241,139.70

Appendix F.5 Schedule Of Values with Pricing- Susquehanna

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
21620	0851-0001	ROCK ENERGY DISSIPATOR	155	EA	\$ 1,687.87	\$ 261,619.85
21700	0851-0003	ROCK APRON	1,265	SY	\$ 78.08	\$ 98,771.20
21800	0855-0003	PUMPED WATER FILTER BAG	20	EA	\$ 989.49	\$ 19,789.80
21900	0855-0004	REPLACEMENT PUMPED WATER FILTER BAG	20	EA	\$ 962.62	\$ 19,252.40
22000	0860-0000	INLET FILTER BAG FOR TYPE M INLET	295	EA	\$ 158.53	\$ 46,766.35
22100	0860-0002	INLET FILTER BAG FOR TYPE C INLET	53	EA	\$ 161.47	\$ 8,557.91
22200	0860-0010	CONC BLOCK/GRAVEL INLET PROTECTION FOR TY M INLET	140	EA	\$ 640.43	\$ 89,660.20
22300	0860-0012	CONC BLOCK/GRAVEL INLET PROTECTION FOR TY C INLET	102	EA	\$ 640.43	\$ 65,323.86
22400	0860-0020	PIPE/GRAVEL INLET PROTECTION FOR TYPE M INLET	140	EA	\$ 625.18	\$ 87,525.20
22500	0860-0022	PIPE/GRAVEL INLET PROTECTION FOR TYPE C INLET	102	EA	\$ 625.18	\$ 63,768.36
22600	0867-0012	COMPOST FILTER SOCK, 12" DIAMETER	115,086	LF	\$ 13.95	\$ 1,605,449.70
22700	0867-0018	COMPOST FILTER SOCK, 18" DIAMETER	19,509	LF	\$ 16.07	\$ 313,509.63
22800	0867-0022	COMPOST FILTER SOCK, 24" DIAMETER	5,106	LF	\$ 23.01	\$ 117,489.06
22900	0867-0032	COMPOST FILTER SOCK, 32" DIAMETER	5,195	LF	\$ 31.35	\$ 162,863.25
23000	0875-0001	CONCRETE OUTLET STRUCTURE	2	EA	\$ 9,749.29	\$ 19,498.58
23100	4875-0001	CONCRETE OUTLET STRUCTURE MODIFIED	2	EA	\$ 36,644.06	\$ 73,288.12
23200	0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$ 7,156,601.54	\$ 7,156,601.54
23210		TEMPORARY SUPPORT OF EXCAVATION	1	LS	\$ 1,255,154.29	\$ 1,255,154.29
23300	0901-0025	CALCIUM CHLORIDE	250	TN	\$ -	\$ -
23600	0901-0102	SHADOW VEHICLE	4	EA	\$ 129,021.88	\$ 516,087.52
23700	0901-0120	SPEED DISPLAY SIGN	4	EA	\$ 16,212.61	\$ 64,850.44
23800	0901-0202	FLOODLIGHTS	10	EA	\$ 13,867.57	\$ 138,675.70
24100	0901-0240	ADDITIONAL TRAFFIC CONTROL SIGNS	1,000	SF	\$ 1.06	\$ 1,060.00
24300	0901-0250	TEMPORARY HIGHWAY LIGHTING	1	LS	\$ 259,127.60	\$ 259,127.60
24400	0901-0320	4" STANDARD PAVEMENT MARKINGS,PAINT & BEADS YELLOW	185,360	LF	\$ 0.64	\$ 118,630.40
24500	0901-0321	6" STANDARD PAVEMENT MARKINGS,PAINT & BEADS YELLOW	248,585	LF	\$ 0.95	\$ 236,155.75
24600	0901-0330	4" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	267,470	LF	\$ 0.64	\$ 171,180.80
24700	0901-0331	6" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	334,857	LF	\$ 0.95	\$ 318,114.15
24800	0901-0334	24" STANDARD PAVEMENT MARKINGS,PAINT & BEADS WHITE	257	LF	\$ 15.90	\$ 4,086.30
24900	0901-0460	FULL-MATRIX CHANGEABLE MESSAGE SIGN W COMMS	6	EA	\$ 35,471.50	\$ 212,829.00
25000	0901-0700	TEMP TRAFFIC SIGNALS (EITHER PERM OR PORTABLE)	2	EA	\$ 143,100.00	\$ 286,200.00
25100	0901-0710	TEMP TRAFIC CNTRL SIGNAL RESET(EITHER PERM/PRTBLE)	1	EA	\$ 53,000.00	\$ 53,000.00
25200	0910-0002	JUNCTION BOXES J.B.-2	3	EA	\$ 2,332.00	\$ 6,996.00
25300	0910-0154	FOUNDATION, TYPE FC	14	EA	\$ 1,197.80	\$ 16,769.20
25400	0910-0330	STEEL LIGHTING POLE W 15' BRCKET ARM,40' HGHT TY A	7	EA	\$ 6,360.00	\$ 44,520.00
25500	0910-0332	STEEL LIGHTING POLE W 20' BRCKET ARM,40' HGHT TY A	7	EA	\$ 6,890.00	\$ 48,230.00
25600	0910-4116	AWG 8 UNDERGROUND CABLE, COPPER, 1 CONDUCTER	11,108	LF	\$ 2.23	\$ 24,770.84
25700	0910-5055	2" DIRECT BURIAL CONDUIT	3,034	LF	\$ 12.19	\$ 36,984.46
25800	0910-5500	BURIED CABLE AND CONDUIT MARKER	12	EA	\$ 561.80	\$ 6,741.60
25900	0910-6000	TRENCH	2,941	LF	\$ 22.26	\$ 65,466.66
26000	0910-7025	ASSET NUMBERING SYSTEM UPDATE EFFORT	1	LS	\$ 5,300.00	\$ 5,300.00
26100	0910-7210	TESTING OF ENTIRE LIGHTING SYSTEM	1	LS	\$ 1,908.00	\$ 1,908.00
26200	4930-0004	POST MOUNTED SIGNS, TYPE A	2,756	SF	\$ 103.88	\$ 286,293.28
26300	0930-0101	STEEL S OR W BEAM POSTS	19,666	LB	\$ 10.07	\$ 198,036.62
26400	0930-0110	BREAKAWAY SYSTEM REPLACEMENT	38	EA	\$ 2,173.00	\$ 82,574.00
26500	0931-0001	POST MOUNTED SIGNS, TYPE B	1,437	SF	\$ 79.50	\$ 114,241.50
26600	0932-0001	POST MOUNTED SIGNS, TYPE C	756	SF	\$ 185.50	\$ 140,238.00
26700	4934-0002	POST MOUNTED SIGNS, TYPE E	404	SF	\$ 196.10	\$ 79,224.40
26800	0935-0001	POST MOUNTED SIGNS, TYPE F	426	SF	\$ 42.40	\$ 18,062.40
26900	0937-0104	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (Y/B)	603	EA	\$ 15.90	\$ 9,587.70
27000	0937-0106	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (W/B)	666	EA	\$ 15.90	\$ 10,589.40
27100	0937-0113	GUIDE RAIL MOUNTED DELINEATOR TYPE D, (W/B)	940	EA	\$ 12.72	\$ 11,956.80
27200	0937-0123	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (Y/W)	20	EA	\$ 15.90	\$ 318.00
27300	0937-0198	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TY R (W/B)	408	EA	\$ 13.78	\$ 5,622.24
27400	0937-0199	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TY R (Y/Y)	99	EA	\$ 13.78	\$ 1,364.22
27700	0937-0303	FLX DLINTOR PST,SRFCE MNT TYSM1,RED PST WHITE SHTNG	127	EA	\$ 58.30	\$ 7,404.10
27800	0937-0304	FLX DLINTOR PST,SRFCE MNT TYSM1,RED PST YLLW SHTNG	177	EA	\$ 58.30	\$ 10,319.10
27900	0937-0320	FLX DLINTOR PST,GRND MNT TYGM1,WHITE PST WHITE SHTNG	80	EA	\$ 58.30	\$ 4,664.00
28000	0937-0321	FLX DLINTOR PST,GRND MNT TYGM1,YLLW PST YLLW SHTNG	132	EA	\$ 58.30	\$ 7,695.60
28200	0937-0331	FLX DLINTOR PST,GRND MNT TYGM2,WHITE PST W/RED SHT	9	EA	\$ 58.30	\$ 524.70
28400	0937-0335	FLX DLINTOR PST,GRND MNT TYGM2,WHITE PST Y/RED SHT	9	EA	\$ 58.30	\$ 524.70
28600	0940-0001	RESET POST MOUNTED SIGNS, TYPE A	2	EA	\$ 18,550.00	\$ 37,100.00
28700	0941-0001	RESET POST MOUNTED SIGNS, TYPE B	1	EA	\$ 291.50	\$ 291.50
28800	0944-0003	RESET POST MOUNTED SIGNS, TYPE E	6	EA	\$ 2,305.50	\$ 13,833.00
28900	0945-0001	RESET POST MOUNTED SIGNS, TYPE F	3	EA	\$ 53.00	\$ 159.00
28950	0948-0600	STEEL SIGN STRUCTURE, CENTER MOUNT	1	LS	\$ 100,700.00	\$ 100,700.00
29000	0951-4014	TRAFFIC SIGNAL SUPPORT, 14' PEDESTAL	1	EA	\$ 6,890.00	\$ 6,890.00
29100	0954-0012	2 INCH CONDUIT	10	LF	\$ 19.08	\$ 190.80
29200	0954-0102	SIGNAL CABLE, 12 AWG, 5 CONDUCTOR	15	LF	\$ 10.60	\$ 159.00
29205	4954-0013	3 INCH CONDUIT, PVC	3,580	LF	\$ 15.90	\$ 56,922.00
29210	0954-0151	TRENCH AND BACKFILL, TYPE I	3,500	LF	\$ 22.26	\$ 77,910.00
29300	0954-0302	JUNCTION BOX, JB-27	1	EA	\$ 1,060.00	\$ 1,060.00

Appendix F.5 Schedule Of Values with Pricing- Susquehanna

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
29400	0955-3722	LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, TY A	2	EA	\$ 445.20	\$ 890.40
29500	0956-0500	PEDESTRIAN PUSH BUTTON	2	EA	\$ 397.50	\$ 795.00
29510	1201-1600	ITS DEVICE FIELD ENCLOSURE, STR MOUNT - DMS	1	EA	\$ 26,500.00	\$ 26,500.00
29520	1230-4600	ITS DYNAMIC MESSAGE SIGN, 18" TEXT,FRNT-ACS,30-DEG	1	EA	\$ 79,500.00	\$ 79,500.00
29600	0960-0002	4" YELLOW HOT THERMOPLASTIC PAVEMENT MARKINGS	50	LF	\$ 10.60	\$ 530.00
29700	0960-0005	6" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	155	LF	\$ 15.90	\$ 2,464.50
29800	0960-0021	24" WHITE HOT THERMOPLASTIC PAVEMENT MARKINGS	136	LF	\$ 31.80	\$ 4,324.80
29900	0963-0001	PAVEMENT MARKING REMOVAL	289,073	SF	\$ 3.18	\$ 919,252.14
30000	0964-0001	4" WHITE EPOXY PAVEMENT MARKINGS	428,776	LF	\$ 1.06	\$ 454,502.56
30100	4969-0001	4" WHITE EPOXY PAVEMENT MARKINGS (RECESSED)	101,495	LF	\$ 6.36	\$ 645,508.20
30200	0964-0002	4" YELLOW EPOXY PAVEMENT MARKINGS	267,984	LF	\$ 1.06	\$ 284,063.04
30300	4964-0002	4" YELLOW EPOXY PAVEMENT MARKINGS (RECESSED)	102,242	LF	\$ 6.36	\$ 650,259.12
30400	0964-0005	6" WHITE EPOXY PAVEMENT MARKINGS	365,172	LF	\$ 1.59	\$ 580,623.48
30405	0964-0006	6" YELLOW EPOXY PAVEMENT MARKINGS	273,886	LF	\$ 1.59	\$ 435,478.74
30500	4964-0008	8" WHITE EPOXY PAVEMENT MARKINGS (RECESSED)	7,239	LF	\$ 12.72	\$ 92,080.08
30600	0964-0021	24" WHITE EPOXY PAVEMENT MARKINGS	1,454	LF	\$ 21.20	\$ 30,824.80
30700	0964-0022	24" YELLOW EPOXY PAVEMENT MARKINGS	662	LF	\$ 21.20	\$ 14,034.40
30800	0964-0224	WHITE EPOXY LEGEND, "LEFT ARROW", 12'X3'	6	EA	\$ 530.00	\$ 3,180.00
30900	0964-0230	WHITE EPOXY LEGEND, "WRONG WAY ARROW"	4	EA	\$ 530.00	\$ 2,120.00
31000	0970-0001	REMOVE POST MOUNTED SIGNS, TYPE A	9	EA	\$ 1,802.00	\$ 16,218.00
31100	0971-0001	REMOVE POST MOUNTED SIGNS, TYPE B	25	EA	\$ 148.40	\$ 3,710.00
31200	0972-0001	REMOVE POST MOUNTED SIGNS, TYPE C	6	EA	\$ 530.00	\$ 3,180.00
31400	1001-0010	CLASS A CEMENT CONCRETE, S-40110	14	CY	\$ 1,577.42	\$ 22,083.88
31500	1001-1080	CLASS AA CEMENT CONCRETE	1,485	CY	\$ 842.69	\$ 1,251,394.65
31600	1001-1120	CLASS A CEMENT CONCRETE, S-40117	2	CY	\$ 5,775.07	\$ 11,550.14
31700	1002-0052	REINFORCEMENT BARS, EPOXY COATED	222,750	LB	\$ 1.86	\$ 414,315.00
31900	1002-0053	REINFORCEMENT BARS, EPOXY-COATED	4,200	LB	\$ 3.84	\$ 16,128.00
32000	1003-0002	DOWEL HOLES, 6" DPTH	58	EA	\$ 48.68	\$ 2,823.44
32100	1019-0020	PROT COAT FOR REINF CONC SURFACES EXPOXY RESIN	641	SY	\$ 42.40	\$ 27,178.40
32200	1019-0050	PROT COAT REINF CONC SPRSTRCTRE PENT SEAL	859	SY	\$ 15.96	\$ 13,709.64
32300	1091-0331	EPOXY INJECTION CRACK SEAL	120	LF	\$ 143.10	\$ 17,172.00
32400	1999-9999	TRAINEES	5,000	HR	\$ 1.00	\$ 5,000.00
32600	5018-0070	REMOVAL A PORTION OF EXISTING CULVERT	1	LS	\$ 35,038.85	\$ 35,038.85
32700	8030-0001	***BRIDGE STRUCTURE, AS-DESIGNED, S-37507***	1	LS	\$ 2,205,430.92	\$ 2,205,430.92
32800	1002-0190	REINFORCEMENT BARS, EPOXY COATED	214,470	LB	\$ 1.86	\$ 398,914.20
32805	1002-0220	STAINLESS STEEL REINFORCEMENT BARS	649	LB	\$ 19.28	\$ 12,512.72
32900	1002-0140	MECHANICAL SPLICE SYSTEM FOR NO. 5 REINF	108	EA	\$ 50.48	\$ 5,451.84
33000	1002-0142	MECHANICAL SPLICE SYSTEM FOR NO. 6 REINF	52	EA	\$ 53.85	\$ 2,800.20
33100	1002-0146	MECHANICAL SPLICE SYSTEM FOR NO. 7 REINF	50	EA	\$ 59.47	\$ 2,973.50
33200	1005-1480	DYNAMIC PILE LOAD TEST	4	EA	\$ 4,931.65	\$ 19,726.60
33300	1005-1830	STEEL HP12X84 PRODUCTION PILE	1,975	LF	\$ 123.83	\$ 244,564.25
33400	1005-2030	STEEL HP12X84 PILE TIP REINFORCEMENT (HEAVY DUTY)	20	EA	\$ 241.57	\$ 4,831.40
33500		MANDATORY PREDRILLING FOR DRIVEN PILE	1,827	LF	\$ 175.04	\$ 319,798.08
33600	1091-0335	EPOXY INJECTION CRACK SEAL	1	LS	\$ 22,260.00	\$ 22,260.00
33700	8641-0001	***MECHANICALLY STABILIZED ABUTMENTS, S-37507P***	1	LS	\$ 1,526,376.69	\$ 1,526,376.69
33800	0	REMOVAL OF EXISTING BRIDGE, S-37507	1	LS	\$ 373,929.28	\$ 373,929.28
33900		***BRIDGE STRUCTURE, AS DESIGNED, S-37616***	1	LS	\$ 17,762,053.65	\$ 17,762,053.65
34000	1002-0052	REINFORCEMENT BARS, EPOXY COATED	1,593,240	LB	\$ 1.82	\$ 2,899,696.80
34100	1002-0112	MECHANICAL SPLICE SYSTEM FOR NO. 5 REINF	96	EA	\$ 50.48	\$ 4,846.08
34200	1002-0118	MECHANICAL SPLICE SYSTEM FOR NO. 11 REINF	138	EA	\$ 104.41	\$ 14,408.58
34300	1005-2045	STEEL HP14X102 PILE TIP REINFORCEMENT (HEAVY DUTY)	350	EA	\$ 241.57	\$ 84,549.50
34400	1005-1845	STEEL HP14X102 PRODUCTION PILE	26,273	LF	\$ 168.79	\$ 4,434,619.67
34500	5018-0001	REMOVAL OF EXISTING BRIDGE, S-37616 NB	1	LS	\$ 1,566,588.27	\$ 1,566,588.27
34600	5018-0002	REMOVAL OF EXISTING BRIDGE, S-37616 SB	1	LS	\$ 1,599,181.51	\$ 1,599,181.51
34610		MANDATORY PREDRILLING FOR DRIVEN PILE	12,800	LF	\$ 123.37	\$ 1,579,136.00
34620		PREDRILLING FOR DRIVEN PILE MOBILIZAITON	1	LS	\$ 209,563.86	\$ 209,563.86
34700	8030-0003	***BRIDGE STRUCTURE, AS DESIGNED, S-37568***	1	LS	\$ 2,548,645.92	\$ 2,548,645.92
34800	1002-0053	REINFORCEMENT BARS, EPOXY COATED	247,200	LB	\$ 1.84	\$ 454,848.00
34900	1002-0111	MECHANICAL SPLICE SYSTEM FOR NO. 4 REINF	10	EA	\$ 48.23	\$ 482.30
35000	1002-0112	MECHANICAL SPLICE SYSTEM FOR NO. 5 REINF	150	EA	\$ 50.48	\$ 7,572.00
35100	1002-0115	MECHANICAL SPLICE SYSTEM FOR NO. 8 REINF	10	EA	\$ 79.69	\$ 796.90
35200	5018-0003	REMOVAL OF EXISTING BRIDGE, S-37568	1	LS	\$ 335,642.65	\$ 335,642.65
35300	8030-0004	***BRIDGE STRUCTURE, AS DESIGNED, S-37596***	1	LS	\$ 3,123,065.43	\$ 3,123,065.43
35400	1002-0052	REINFORCEMENT BARS, EPOXY COATED	287,760	LB	\$ 1.87	\$ 538,111.20
35500	1002-0112	MECHANICAL SPLICE SYSTEM FOR NO. 5 REINF	8	EA	\$ 50.48	\$ 403.84
35600	1002-0115	MECHANICAL SPLICE SYSTEM FOR NO. 8 REINF	48	EA	\$ 79.69	\$ 3,825.12
35700	1005-1825	STEEL HP12X74 PRODUCTION PILE	2,627	LF	\$ 114.15	\$ 299,872.05
35800	1005-2025	STEEL HP12X74 PILE TIP REINFORCEMENT (HEAVY DUTY)	34	EA	\$ 174.16	\$ 5,921.44
35900	5018-0006	REMOVAL OF EXISTING BRIDGE, S-37596	1	LS	\$ 236,052.25	\$ 236,052.25
36000	8510-0001	***PRECAST CONC BOX CULVERT, AS DESIGNED, S-40118*	1	LS	\$ 976,371.80	\$ 976,371.80
36100	1002-0052	REINFORCEMENT BARS, EPOXY COATED	12,750	LB	\$ 1.97	\$ 25,117.50
36200	5018-0060	REMOVAL OF EXISTING CULVERT, S-40118	1	LS	\$ 46,899.76	\$ 46,899.76

Appendix F.5 Schedule Of Values with Pricing- Susquehanna

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
36300	8550-0001	***PRCST RNFRCD CONC ARCH CULVERT, S37509***	1	LS	\$ 4,153,249.86	\$ 4,153,249.86
36400	1002-0001	REINFORCEMENT BARS	87,728	LB	\$ 1.72	\$ 150,892.16
36500	1002-0053	REINFORCEMENT BARS, EPOXY COATED	117,623	LB	\$ 1.86	\$ 218,778.78
36600	1002-0113	MECHANICAL SPLICE SYSTEM FOR NO. 6 REINF	64	EA	\$ 53.85	\$ 3,446.40
36700	1002-0118	MECHANICAL SPLICE SYSTEM FOR NO. 11 REINF	32	EA	\$ 104.41	\$ 3,341.12
36800	5018-0003	REMOVAL OF EXISTING BRIDGE, S-37509	1	LS	\$ 215,055.50	\$ 215,055.50
36900	8550-0002	***PRCST RNFRCD CONC ARCH CULVERT,S37522***	1	LS	\$ 3,553,963.28	\$ 3,553,963.28
37000	1002-0191	REINFORCEMENT BARS, EPOXY COATED	192,150	LB	\$ 1.88	\$ 361,242.00
37100	1002-0141	MECHANICAL SPLICE SYSTEM FOR NO. 5 REINF	152	EA	\$ 50.48	\$ 7,672.96
37200	1002-0143	MECHANICAL SPLICE SYSTEM FOR NO. 6 REINF	108	EA	\$ 53.85	\$ 5,815.80
37300	1002-0147	MECHANICAL SPLICE SYSTEM FOR NO. 7 REINF	40	EA	\$ 59.47	\$ 2,378.80
37400	8642-0001	***MECHANICALLY STABILIZED WINGWALL, S-37522***	1	LS	\$ 486,157.76	\$ 486,157.76
37500	1018-0007	REMOVAL OF EXISTING BRIDGE, S-37522	1	LS	\$ 454,846.36	\$ 454,846.36
37600	1005-1440	PILE EXTRACTION & REDRIVING	20,000	DO	\$ 1.00	\$ 20,000.00
37700	1005--1450	MOBILIZATION FOR PREDRILLING	30,000	DO	\$ 1.00	\$ 30,000.00
37800	1005-1480	DYNAMIC PILE LOAD TEST	8	EA	\$ 3,166.09	\$ 25,328.72
37900	1005-1831	STEEL HP12X84 PRODUCTION PILE	7,363	LF	\$ 139.23	\$ 1,025,150.49
38000	1005-2031	STEEL HP12X84 PILE TIP REINFORCEMENT (HEAVY DUTY)	198	EA	\$ 174.16	\$ 34,483.68
38100	1005-1420	PREDRILLING FOR OBSTRUCTIONS, EARTH	73,300	DO	\$ 1.00	\$ 73,300.00
38200	1005-1430	PREDRILLING FOR OBSTRUCTIONS, OBSTRUCT	36,650	DO	\$ 1.00	\$ 36,650.00
38300	8590-0001	***CULVERT REHABILITATION, AS DESIGNED, S-40116***	1	LS	\$ 100,548.25	\$ 100,548.25
38400	5018-0060	REMOVAL OF EXISTING CULVERT, S-40116	1	LS	\$ 23,036.78	\$ 23,036.78
38500	1002-0052	REINFORCEMENT BARS, EPOXY COATED	450	LB	\$ 2.96	\$ 1,332.00
38600	9000-0000	TEMPORARY PIER SUPPORTS, S-37507	1	LS	\$ 101,191.55	\$ 101,191.55
38700	9000-0002	CONCRETE GLARE SCREEN, SINGLE FACE	1,272	LF	\$ 229.11	\$ 291,427.92
38800	9000-0003	TRANSITION, CONCRETE GLARE SCREEN, 50 IN	5	EA	\$ 8,692.00	\$ 43,460.00
38900	9000-0004	TRANSITION, CONCRETE GLARE SCREEN, 32 IN	1	EA	\$ 103,376.50	\$ 103,376.50
39000	9000-0005	TRANSITION, CONCRETE GLARE SCREEN, 51 7/8	1	EA	\$ 168,248.50	\$ 168,248.50
39100	9000-0006	6" PERMANENT PREFORMED PATTERNED REFL	24,798	LF	\$ 0.01	\$ 247.98
39200	9000-0007	REMOVE EXISTING OVERHEAD SIGN STRUCTU	1	LS	\$ 37,100.00	\$ 37,100.00
39300	9000-0008	RESET SGL 035 SIGN	1	EA	\$ 37,100.00	\$ 37,100.00
39400	9000-0009	BUILDING INSPECTION	1	EA	\$ 10,600.00	\$ 10,600.00
39500	9000-0014	TEMPORARY CAUSEWAY - STAGE 3	1	LS	\$ 258,589.18	\$ 258,589.18
39600	9000-0015	TEMPORARY CAUSEWAY - STAGE 4	1	LS	\$ 216,282.49	\$ 216,282.49
39700	9000-0016	TEMPORARY CAUSEWAY - STAGE 5	1	LS	\$ 116,112.40	\$ 116,112.40
39800	9000-0017	TEMPORARY CAUSEWAY - STAGE 6	1	LS	\$ 142,159.79	\$ 142,159.79
39900	9000-0018	TEMPORARY CAUSEWAY - STAGE 7	1	LS	\$ 155,571.23	\$ 155,571.23
40000	9000-0019	TEMPORARY CAUSEWAY - STAGE 8	1	LS	\$ 136,441.61	\$ 136,441.61
40050	9000-XXXX	REINFORCED CEMENT CONCRETE WEIR	35	LF	\$ 668.46	\$ 23,396.10
40060	9000-XXXX	CONCRETE WASHOUT	20	EA	\$ 4,380.28	\$ 87,605.60
40100	9000-0020	TEMPORARY 36" PIPE FLUME	384	LF	\$ 178.65	\$ 68,601.60
40200	9000-0021	TEMPORARY 42" PIPE FLUME	88	LF	\$ 296.42	\$ 26,084.96
40300	9000-0022	***TEMPORARY PUMP BYPASS SYSTEM***	1	EA	\$ 206,700.00	\$ 206,700.00
40400	9000-0023	WATER DEFLECTOR	275	LF	\$ 239.70	\$ 65,917.50
40500	9000-0024	TEMPORARY INLET COVER PLATE	92	EA	\$ 753.99	\$ 69,367.08
40600	9000-0025	PRE-BLASTING SURVEY	1	LS	\$ 56,975.00	\$ 56,975.00
40700	9000-0026	POST-BLASTING SURVEY	1	LS	\$ 56,975.00	\$ 56,975.00
40800	9000-0027	AIDS TO NAVIGATION	1	LS	\$ 52,985.48	\$ 52,985.48
40900	9000-0028	REMOVAL OF EXISTING LIGHTING EQUIPMENT	1	LS	\$ 16,324.00	\$ 16,324.00
41000	9000-0029	LED LUMINAIRE, ARM MOUNT	14	EA	\$ 1,192.50	\$ 16,695.00
41100	9000-0031	TEMPORARY BRIDGE, SUPERSTRUCTURE AND SUPPORT	1	LS	\$ 840,155.09	\$ 840,155.09
41200	9000-0032	OVEREXC & BACKFIL WITH CRSE AGG UNDER FOUNDATION	189	CY	\$ 124.15	\$ 23,464.35
41300	9000-0033	POLYMER COMPOUND INJECTION	35	CF	\$ 2,650.00	\$ 92,750.00
41400	9000-0034	CONCRETE SPALL REPAIR, TYPE 1	58	SF	\$ 173.19	\$ 10,045.02
41500	9000-0035	CONCRETE SPALL REPAIR, TYPE 2	239	SF	\$ 230.75	\$ 55,149.25
41600	9000-0036	TEMPORARY PIER SUPPORT, S-37568	1	LS	\$ 101,191.55	\$ 101,191.55
41700	9000-0037	REMOVAL OF EXISTING PILES	86	EA	\$ 2,822.01	\$ 242,692.86
41800	9000-0038	AMENDED SOIL MIX	4,814	CY	\$ 116.65	\$ 561,553.10
41900	9000-0039	TYPE D ENDWALL FOR 66" PIPE	1	EA	\$ -	\$ -
42000	9000-0040	TYPE D ENDWALL FOR DUAL 19"X30" PIPES	1	EA	\$ -	\$ -
42100	9000-0041	TYPE D-E ENDWALL FOR 72" PIPE	1	EA	\$ -	\$ -
42300	9000-0043	TYPE D-W ENDWALL FOR 24" PIPE, NO CONCRETE APRON	1	EA	\$ -	\$ -
42400	9000-0044	TYPE D-W ENDWALL FOR 30" PIPE, NO CONCRETE APRON	1	EA	\$ -	\$ -
42500	9000-0045	TYPE D-W ENDWALL FOR 66" PIPE, NO CONCRETE APRON	1	EA	\$ -	\$ -
42600	9000-0046	TYPE D-W ENDWALL FOR 84" PIPE, NO CONCRETE APRON	1	EA	\$ -	\$ -
42700	9000-0047	TYPE D-W ENDWALL FOR 66" PIPE AND 30" PIPE	1	EA	\$ -	\$ -
42800	9000-0048	66" RCP, TY A, 25'-1.5' FILL, SHRE/TRNCH BX, 100Y DSG	1	LF	\$ -	\$ -
43300	9000-0055	CLEANING OF TEMPORARY GLARE SCREEN	64,245	LF	\$ 6.10	\$ 391,894.50
43305	9000-0056	TEMPORARY 54" PIPE FLUME	285	LF	\$ 312.55	\$ 89,076.75
43400	9000-0058	TIMING CHANGES TO EXISTING TRAFFIC SIGN	1	EA	\$ 7,950.00	\$ 7,950.00
43405	9000-0060	SEEDING AND SOIL SUPPLEMENTS (RIPARIAN SEED MIX)	500	LB	\$ 368.88	\$ 184,440.00
43500	9000-0063	TEMPORARY PIER SUPPORTS, S-37522	1	LS	\$ 101,191.55	\$ 101,191.55

Appendix F.5 Schedule Of Values with Pricing- Susquehanna

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
43600	9000-0064	PRE & POST CONSTRUCTION SURVEY, S-37522	7	EA	\$ 3,785.71	\$ 26,499.97
43700	9000-0065	FLEXIBLE BAFFLE, S-40110	390	LF	\$ 201.18	\$ 78,460.20
43800	9000-9351	POST MOUNTED DELINEATOR, (RED) SIGN, TY	24	EA	\$ 424.00	\$ 10,176.00
43900	9000-9352	POST MOUNTED DELINEATOR (WHITE SIGN) T	16	EA	\$ 424.00	\$ 6,784.00
44000	9005-0007	DYNAMIC PILE LOAD MONITORING, S-37616	14	EA	\$ 2,964.22	\$ 41,499.08
44100	9005-0008	DYNAMIC PILE LOAD TESTING, S-37596	4	EA	\$ 4,931.65	\$ 19,726.60
44400	9005-0500	MANDATORY PRE-DRILLING FOR DRIVEN PILE	380	LF	\$ 284.65	\$ 108,167.00
44500	9005-0600	PREDRILLING FOR UNFORESEEN OBSTRUCTIONS,EARTH	2,694	LF	\$ 143.52	\$ 386,642.88
44600	9005-0610	PREDRILLING FOR UNFORESEEN OBSTRUCTION,OBSTRUCTION	268	LF	\$ 297.18	\$ 79,644.24
44700	9005-0620	PILE EXTRACTION AND RE-DRIVING	25,000	DO	\$ 1.00	\$ 25,000.00
44800	9005-0621	RE-DRIVING PILES, S-37596	4	EA	\$ 2,740.51	\$ 10,962.04
44900	9005-0700	MOBE FOR PREDRILLING FOR UNFORESEEN OBSTRUCTIONS	50,000	DO	\$ 1.00	\$ 50,000.00
45000	9005-2600	PREDRILLING FOR UNFORESEEN OBSTRUCTIONS	29	LF	\$ 296.04	\$ 8,585.16
45100	9005-2700	MOBE FOR PREDRILLING FOR UNFORESEEN OBSTRUCTIONS	25,000	DO	\$ 1.00	\$ 25,000.00
45200	9202-0001	MCGLYNN'S DEMOLITION	1	LS	\$ 37,100.00	\$ 37,100.00
45300	9202-0002	FIREWORKS DEMOLITION	1	LS	\$ 47,700.00	\$ 47,700.00
45400	9203-0001	TEMPORARY EXCAVATION SUPPORT, S-40116	1	LS	\$ 43,838.66	\$ 43,838.66
45500	9203-0101	TEMPORARY EXCAVATION SUPPORT, S-37616	1	LS	\$ 178,662.01	\$ 178,662.01
45600	9203-0102	TEMPORARY EXCAVATION SUPPORT, S-37616	1	LS	\$ 1,247,710.88	\$ 1,247,710.88
45700	9203-0103	TEMPORARY EXCAVATION SUPPORT, S-37616	1	LS	\$ -	\$ -
45800	9203-0104	TEMPORARY EXCAVATION SUPPORT, S-37616	1	LS	\$ 1,189,598.24	\$ 1,189,598.24
45900	9203-0105	TEMPORARY EXCAVATION SUPPORT, S-37509	1	LS	\$ 378,544.75	\$ 378,544.75
46000	9203-0106	TEMPORARY EXCAVATION SUPPORT, S-37509	1	LS	\$ 230,903.65	\$ 230,903.65
46100	9203-0107	***TEMPORARY EXCAVATION SUPPORT, S-37522***	1	LS	\$ 530,650.01	\$ 530,650.01
46200	9203-0701	TEMPORARY EXCAVATION SUPPORT, S-37596	1	LS	\$ 164,424.10	\$ 164,424.10
46300	9203-2101	TEMPORARY EXCAVATION SUPPORT, S-40118	1	LS	\$ 115,089.58	\$ 115,089.58
46400	9203-2102	TEMPORARY EXCAVATION SUPPORT, S-37568	1	LS	\$ 352,860.11	\$ 352,860.11
46500	9203-2103	TEMPORARY EXCAVATION SUPPORT, S-37507	1	LS	\$ 316,144.05	\$ 316,144.05
46600	9601-5002	TEMPORARY PIPE CONNECTOR	238	EA	\$ 1,775.75	\$ 422,628.50
46700	9627-0010	***CONCRETE BARRIER COFFERDAM***	2,512	LF	\$ 260.57	\$ 654,551.84
47100	9629-0001	HIGH-TENSION CABLE BARRIER SYSTEM	24,195	LF	\$ 64.66	\$ 1,564,448.70
47200	9629-0002	END ANCHOR TERMINAL,HIGH-TENSION CABLE BARRIER SYS	26	EA	\$ 11,130.00	\$ 289,380.00
47300	9851-0003	ROCK CHUTE	3,883	SY	\$ 129.60	\$ 503,236.80
47400	9860-0001	SEDIMENT TRAP INLET PROTECTION FOR TY M INLET	17	EA	\$ 18,533.92	\$ 315,076.64
47900	9937-0003	LINEAR DELINEATION RFLCTVE PANEL,FLRESCNT WHITE, 4"	328	EA	\$ 63.60	\$ 20,860.80
48000	9937-0004	LINEAR DELINEATION RFLCTVE PANEL,FLRESCNT YLLW, 4"	347	EA	\$ 63.60	\$ 22,069.20
48100	9000-XXXX	***PCSM - BASINS***	1	LS	\$ 575,418.22	\$ 575,418.22
48200	9000-XXXX	STREAM MITIGATION	1	LS	\$ 247,722.05	\$ 247,722.05
50000		TRESTLE	1	LS	\$ 7,331,400.00	\$ 7,331,400.00
500000		HAND-OVER (MILL/MPT/WEARING/PM)	1	LS	\$ 900,000.00	\$ 900,000.00
500100		ESCALATION - VENDORS/SUBS	1	LS	\$ 17,302,679.00	\$ 17,302,679.00
500500		MAINTENANCE DURING CONSTRUCTION	1	LS	\$ 2,400,000.00	\$ 2,400,000.00
610000		ENVIRONMENTAL COMMITMENTS	1	LS	\$ 1,046,809.83	\$ 1,046,809.83
6500000		UTILITY RELOCATION AND SUPPORT	1	LS	\$ 350,000.00	\$ 350,000.00
7000000		INCIDENTAL COSTS FROM TECH PROVISIONS	1	LS	\$ 3,517,967.00	\$ 3,517,967.00
8000000		ANCILLARY REQUIREMENTS	1	LS	\$ 25,923,773.00	\$ 25,923,773.00
9000000		GENERAL CONDITIONS	1	LS	\$ 15,229,048.00	\$ 15,229,048.00

Bid Total \$ 399,726,420.45



Appendix F.6 Schedule Of Values With Pricing- Lenhartsville

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
1000	0201-0001	CLEARING AND GRUBBING	1	LS	\$ 780,863.42	\$ 780,863.42
1100	0203-0001	CLASS 1 EXCAVATION	80,335	CY	\$ 50.90	\$ 4,089,051.50
1155	0203-0005	CLASS 1C EXCAVATION	1,500	CY	\$ 131.13	\$ 196,695.00
1200	0204-0001	CLASS 2 EXCAVATION	3,386	CY	\$ 46.54	\$ 157,584.44
1400	0212-0001	GEOTEXTILE CLASS 1	14,900	LF	\$ 3.33	\$ 49,617.00
1500	0212-0014	GEOTEXTILE CLASS 4 TYPE A	54,350	SY	\$ 3.98	\$ 216,313.00
1600	0220-0020	FLOWABLE BACKFILL TYPE C	33	CY	\$ 511.01	\$ 16,863.33
1700	0311-0324	5" 25MM BASE 64S-22 0.0 < 0.3	4,575	SY	\$ 40.37	\$ 184,692.75
1800	0350-0104	SUBBASE 4 DEPTH (NO. 2A)	44,990	SY	\$ 12.34	\$ 555,176.60
1900	0350-0108	SUBBASE 8 DEPTH (NO. 2A)	4,575	SY	\$ 22.77	\$ 104,172.75
2000	0360-0001	4" ASPHALT TREATED PERM. BASE	44,990	SY	\$ 27.57	\$ 1,240,374.30
2200	0677-0001	SELECTED MATERIAL SURFACING 6" THICK	2,444	SY	\$ 27.63	\$ 67,527.72
2210	0514-0001	DIAMOND GRINDING OF CONCRETE PAVEMENT	44,990	SY	\$ 8.43	\$ 379,265.70
2300	0530-0001	PROTECTIVE COATING FOR CONCRETE PAVEMENT	44,990	SY	\$ 3.54	\$ 159,264.60
2400	0530-0013	LONG-LIFE CONCRETE PAVEMENT 14 DEPTH	44,990	SY	\$ 216.86	\$ 9,756,531.40
2500	0530-0112	CONCRETE PAVEMENT CORES (LLCP) 14 DEPTH	50	EA	\$ 386.68	\$ 19,334.00
2600	0660-0020	CONCRETE SHOULDER RUMBLE STRIPS	18,662	LF	\$ 1.27	\$ 23,700.74
2700	0411-4881	1-1/2" 9.5MM H 64S-22, 0.3 < 3.0	7,112	SY	\$ 37.19	\$ 264,495.28
2800	0413-1024	9.5MM L SCRATCH 64S-22 0.3 < 3.0	100	TON	\$ 245.38	\$ 24,538.00
2900	0411-6350	2-1/2" 19MM BINDER 64S-22 0.3 < 3.0	4,575	SY	\$ 35.15	\$ 160,811.25
3000	0460-0001	BITUMINOUS TACK COAT	12,774	SY	\$ 1.78	\$ 22,737.72
3100	0491-0033	2" MILLING OF BITUM. PAVEMENT SURFACE	2,537	SY	\$ 15.10	\$ 38,308.70
3200	0504-0001	PAVEMENT RELIEF JOINT	300	LF	\$ 721.98	\$ 216,594.00
3250	0656-0005	PAVED SHOULDER TYPE 6-SP	1,560	SY	\$ 134.44	\$ 209,726.40
3300	0601-6155	14" X 23" ELLIPTICAL RCP, TY B HORIZNTL, < 1.5' FILL	60	LF	\$ 4,904.13	\$ 294,247.80
3400	0601-7013	15" RCP, 15'-3' FILL, 100YR DSGN	15	LF	\$ 411.33	\$ 6,169.95
3500	0601-7511	18 RCP, TY A, 15'-3' FILL, SHRE/TRNCH BX, 100YR DSGN	3,070	LF	\$ 250.23	\$ 768,206.10
3510		18" RCP, TY A - JACK AND BORE	278	LF	\$ 4,810.00	\$ 1,337,180.00
3600	0500-7418	18" RCP END SECTION	6	EA	\$ 2,563.99	\$ 15,383.94
3700	0601-7517	24 RCP, TY A, 7'-3' FILL, SHRE/TRNCH BX, 100YR DSGN	1,240	LF	\$ 264.10	\$ 327,484.00
3710		24" RCP, TY A - JACK AND BORE	297	LF	\$ 3,605.00	\$ 1,070,685.00
3800	0601-7528	30 RCP, TY A, 15'-3' FILL, SHRE/TRNCH BX, 100YR DSGN	115	LF	\$ 330.07	\$ 37,958.05
3900	0601-7537	36 RCP, TY A, 10'-7' FILL, SHRE/TRNCH BX, 100YR DSGN	1,410	LF	\$ 362.16	\$ 510,645.60
4000	0601-7542	42 RCP, TY A, 15'-3' FILL, SHRE/TRNCH BX, 100YR DSGN	65	LF	\$ 505.86	\$ 32,880.90
4100	0601-7546	48 RCP, TY A, 15'-1.5' FILL, SHRE/TRNCH BX, 100YR DSGN	110	LF	\$ 731.54	\$ 80,469.40
4200	0605-2401	MANHOLE FRAME AND COVER	17	ST	\$ 1,693.75	\$ 28,793.75
4300	0605-2600	TYPE D ENDWALL	4	EA	\$ 4,354.56	\$ 17,418.24
4400	0605-2620	TYPE D-W ENDWALL	4	EA	\$ 8,020.99	\$ 32,083.96
4450	0605-2710	TYPE C CONCRETE TOP UNIT & GRATE	10	SET	\$ 1,831.42	\$ 18,314.20
4500	0605-2730	TYPE M CONCRETE TOP UNIT AND GRATE	55	ST	\$ 1,625.42	\$ 89,398.10
4600	0605-2850	STANDARD INLET BOX HEIGHT < /= 10'	42	EA	\$ 5,396.17	\$ 226,639.14
4700	0605-2851	STD INLET BOX HEIGHT >10' - < 20	3	EA	\$ 10,896.19	\$ 32,688.57
4800	0605-2854	TYPE 4 INLET BOX HEIGHT < /= 10'	11	EA	\$ 7,796.14	\$ 85,757.54
4900	0605-2854	TYPE 4 INLET BOX HEIGHT < /= 10' (MOD)	3	EA	\$ 9,918.79	\$ 29,756.37
5000	0605-2858	TYPE 5 INLET BOX HEIGHT < /= 10'	3	EA	\$ 11,115.11	\$ 33,345.33
5100	0605-2865	TYPE 6 INLET BOX HEIGHT < /= 10'	3	EA	\$ 17,951.71	\$ 53,855.13
5200	0605-2866	TYPE 7 INLET BOX HEIGHT < /= 10'	1	EA	\$ 17,970.79	\$ 17,970.79
5300	0605-2868	TYPE 9 INLET BOX HEIGHT < /= 10'	1	EA	\$ 29,894.46	\$ 29,894.46
5400	0605-3011	TYPE 4 MH STORM WATER HEIGHT >5' - < 10	3	EA	\$ 6,318.26	\$ 18,954.78
5500	0605-3012	TYPE 4 MH STORM WATER HEIGHT >10' - < 20	3	EA	\$ 10,153.66	\$ 30,460.98
5600	0605-3021	TYPE 5 MH STORM WATER HEIGHT >5' - < 10	3	EA	\$ 10,383.67	\$ 31,151.01
5700	0605-3022	TYPE 5 MH STORM WATER HEIGHT >10' - < 20	4	EA	\$ 17,352.09	\$ 69,408.36
5800	0605-3034	TYPE 6 MH, STORM WATER, HEIGHT >30'	1	EA	\$ 189,797.73	\$ 189,797.73
5810	0618-0021	CONCRETE COLLAR FOR 15" PIPE EXTENSION	1	EA	\$ 4,031.82	\$ 4,031.82
5830	0618-0022	CONCRETE COLLAR FOR 18" PIPE EXTENSION	2	EA	\$ 3,737.60	\$ 7,475.20
5850	0618-0030	CONCRETE COLLAR FOR 48" PIPE EXTENSION	2	EA	\$ 12,364.65	\$ 24,729.30
5870	0601-5901	CLEAN EXSTNG PIPE CULVERTS, DIA UP TO & INCLDNG 36"	475	LF	\$ 14.37	\$ 6,825.75
5890	0601-5902	CLEAN EXISTING PIPE CULVERTS, DIAMETERS OVER 36"	165	LF	\$ 20.44	\$ 3,372.60
5900	0610-7002	6 PAVEMENT BASE DRAIN	14,900	LF	\$ 20.44	\$ 304,556.00
6000	0615-0022	6 SUBSURFACE DRAIN OUTLETS	500	LF	\$ 16.72	\$ 8,360.00
6010	0615-0040	SUBSURFACE DRAIN OUTLET ENDWALL	10	EA	\$ 771.68	\$ 7,716.80
6020	0615-0066	66" RED SUBSURFACE DRAIN OUTLET MARKER	10	EA	\$ 143.73	\$ 1,437.30
6060	9000-0265	CAP EXISTING INLET	2	EA	\$ 7,265.40	\$ 14,530.80
6100	0608-0001	MOBILIZATION	1	LS	\$ 9,537,714.00	\$ 9,537,714.00
6210	0609-0009	EQUIPMENT PACKAGE	1	LS	\$ 36,288.00	\$ 36,288.00
6230	0609-0002	ENGINEER'S FIELD OFFICE TYPE B	1	LS	\$ 238,539.55	\$ 238,539.55
6300	0686-0020	CONSTRUCTION SURVEYING TYPE B	1	LS	\$ 376,489.58	\$ 376,489.58
6390	0624-0001	RIGHT-OF-WAY FENCE TYPE 1	1,130	LF	\$ 34.97	\$ 39,516.10
6400	0624-0100	RIGHT-OF-WAY FENCE TYPE 2	4,692	LF	\$ 20.50	\$ 96,186.00
6500	0624-0301	END POSTS FOR TYPE 2 RIGHT-OF-WAY FENCE	8	EA	\$ 707.46	\$ 5,659.68
6505	0624-0275	REMOVAL OF EXISTING RIGHT-OF-WAY FENCE	3,795	LF	\$ 4.00	\$ 15,180.00
6600	0624-0401	CORNER POSTS FOR TYPE 2 RIGHT-OF-WAY FENCE	31	EA	\$ 993.90	\$ 30,810.90
6700	0624-0501	PULL POSTS FOR TYPE 2 RIGHT-OF-WAY FENCE	16	EA	\$ 1,002.52	\$ 16,040.32



Appendix F.6 Schedule Of Values With Pricing- Lenhartsville

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
6800	0624-0744	VEHICULAR GATE FOR TYPE 2 RIGHT-OF-WAY	1	EA	\$ 5,087.95	\$ 5,087.95
6900	0619-0459	PERM IMPCT ATENATNG DVCE,TY II,TST LVL3, TNGT MASH	3	EA	\$ 4,562.78	\$ 13,688.34
7000	0620-0402	TERMINAL SECTION, BRIDGE CONNECTION	4	EA	\$ 162.96	\$ 651.84
7100	0620-0503	REMOVE EXISTING GUIDE RAIL (CONTRACTOR'S PROPERTY)	3,662	LF	\$ 2.86	\$ 10,473.32
7200	0620-1600	TYPE 31-S GUIDE RAIL	5,220	LF	\$ 42.43	\$ 221,484.60
7300	0620-1660	TYPE 31-STRONG POST ANCHOR TERMINAL	6	EA	\$ 2,346.58	\$ 14,079.48
7310	0620-2010	THRIE-BEAM GUIDE RAIL TO CONC BRDG BAR TRANS	9	EA	\$ 6,713.81	\$ 60,424.29
7400	0623-0052	SINGLE FACE CONCRETE BARRIER	660	LF	\$ 154.63	\$ 102,055.80
7500	4623-0052	SINGLE FACE CONCRETE BARRIER MOD	5,387	LF	\$ 228.07	\$ 1,228,613.09
7550	0623-0122	END TRANSITION SINGLE FACE CONC BARRIER	3	EA	\$ 2,365.00	\$ 7,095.00
7800	2627-0001	TEMPORARY CONCRETE BARRIER	17,500	LF	\$ 80.56	\$ 1,409,800.00
7810	2627-0021	TEMPORARY CONCRETE BARRIER STRUCTURE MOUNTED	2,600	LF	\$ 189.49	\$ 492,674.00
7900	2628-0001	RESET TEMPORARY CONCRETE BARRIER	50,500	LF	\$ 13.34	\$ 673,670.00
7910	2628-0011	RESET TEMPORARY CONCRETE BARRIER STRUCTURE MOUNTED	2,800	LF	\$ 11.43	\$ 32,004.00
8000	2622-0001	CONCRETE GLARE SCREEN	2,825	LF	\$ 226.83	\$ 640,794.75
8010	0623-0001	CONCRETE MEDIAN BARRIER	175	LF	\$ 201.14	\$ 35,199.50
8020	0630-0021	PLCC CURB 4" HEIGHT	1,000	LF	\$ 121.44	\$ 121,440.00
8030	4623-0303	CONCRETE MEDIAN BARRIER F-SHAPE 50"HT BIFURCATED	729	LF	\$ 275.47	\$ 200,817.63
8032	0623-0301	CONCRETE MEDIAN BARRIER F-SHAPE 32"HT	408	LF	\$ 119.49	\$ 48,751.92
8034	0623-0303	CONCRETE MEDIAN BARRIER F-SHAPE 50"HT	1,974	LF	\$ 99.47	\$ 196,353.78
8040	0623-0624	TRANS CONC MED BAR F50" TO SPLIT MED BAR CIP 60' L	2	EA	\$ 18,037.73	\$ 36,075.46
8050	0623-0275	REMOVE EXISTING CONC MED BARRIER	3,250	LF	\$ 13.00	\$ 42,250.00
8060	9000-XXXX	GR TO SING FACE BAR EXTR HT & WDTN TRANSITION	7	EA	\$ 1,711.00	\$ 11,977.00
8070	9000-XXXX	REMOVE EXIST SINGLE FACE BARRIER	975	LF	\$ 22.97	\$ 22,395.75
8080	9000-XXXX	TRANS SINGLE FACE EXTRA TO SINGLE FACE CONC BARR	1	EA	\$ 18,644.95	\$ 18,644.95
8100	2696-0610	TEMPORARY IMPACT ATTENUATING DEVICE,	12	EA	\$ 8,700.24	\$ 104,402.88
8200	2697-0639	RESET TEMPORARY IMPACT ATTENUATING DEVICE	29	EA	\$ 1,269.59	\$ 36,818.11
8250	0619-0459	PERM IMPACT ATTEN TYP V TST LV3 MASH <EQ36"	2	EA	\$ 28,383.18	\$ 56,766.36
8300	0703-0020	NO. 1 COARSE AGGREGATE	550	CY	\$ 158.69	\$ 87,279.50
8500	0703-0025	NO. 57 COARSE AGGREGATE	11	CY	\$ 224.97	\$ 2,474.67
8600	0703-0026	NO. 3 COARSE AGGREGATE	32	CY	\$ 270.68	\$ 8,661.76
8700	2802-0008	TOPSOIL FURNISHED AND PLACED, 6" DEPTH	48,451	SY	\$ 6.45	\$ 312,508.95
8800	2804-0013	SEEDING AND SOIL SUPPLEMENTS - FORMULA D	2,148	LB	\$ 31.85	\$ 68,413.80
8900	2804-0014	SEEDING - FORMULA E	485	LB	\$ 25.34	\$ 12,289.90
8950	2804-0001	SEEDING AND SOIL SUPPL - FORMULA B INCL MULCH	243	LB	\$ 38.01	\$ 9,236.43
8970	2804-0007	SEEDING AND SOIL SUPPL - FORMULA W INCL MULCH	105	LB	\$ 65.89	\$ 6,918.45
9100	0806-0113	TEMP SHORT-TERM, ROLLED EROSION CNTRL PRDCT TY 2D	23,562	SY	\$ 3.55	\$ 83,645.10
9150	0806-0012	TEMP SHORT-TERM ROLLED EROSION CNTRL PRDCT TY 2C	100	SY	\$ 20.27	\$ 2,027.00
9300	0806-0140	PERMANENT ROLLED EROSION CONTROL PRODUCT TY 5A	5,202	SY	\$ 7.16	\$ 37,246.32
9500	2811-0002	TEMPORARY PROTECTIVE FENCE	3,126	LF	\$ 4.72	\$ 14,754.72
9600	0849-0010	ROCK CONSTRUCTION ENTRANCE	7	EA	\$ 4,642.59	\$ 32,498.13
9700	2850-0022	ROCK LINING, CLASS R-4	618	SY	\$ 68.58	\$ 42,382.44
9800	2850-0024	ROCK LINING, CLASS R-6	44	SY	\$ 189.56	\$ 8,340.64
9830	0805-0002	MULCHING - STRAW	43	TON	\$ 506.84	\$ 21,794.12
9850	0850-0032	ROCK, CLASS R-4	9,330	CY	\$ 125.00	\$ 1,166,250.00
9900	0850-0036	ROCK LINING, CLASS R-8	279	SY	\$ 304.31	\$ 84,902.49
10000	0855-0003	PUMPED WATER FILTER BAG	20	EA	\$ 751.66	\$ 15,033.20
10100	0855-0004	REPLACEMENT PUMPED WATER FILTER BAG	80	EA	\$ 780.33	\$ 62,426.40
10150	4856-0001	ROCK BARRIER	10	EA	\$ 804.05	\$ 8,040.50
10200	0860-0000	INLET FILTER BAG FOR TYPE M INLET	68	EA	\$ 490.05	\$ 33,323.40
10210	0860-0002	INLET FILTER BAG FOR TYPE C INLET	10	EA	\$ 507.08	\$ 5,070.80
10300	0867-0018	COMPOST FILTER SOCK, 18" DIAMETER	2,480	LF	\$ 13.18	\$ 32,686.40
10310		SILT BARRIER FENCE 18" HEIGHT	2,850	LF	\$ 16.23	\$ 46,255.50
10400	9000-0001	WETLAND MATS	5,000	SY	\$ 116.29	\$ 581,450.00
10500	9000-0002	CAUSEWAY	1	LS	\$ 495,284.78	\$ 495,284.78
10600	9000-0003	TEMPORARY BYPASS PUMPING	1	LS	\$ 24,452.74	\$ 24,452.74
10700	9000-0004	TEMPORARY BYPASS PUMPING	1	LS	\$ 59,386.18	\$ 59,386.18
10710	9000-0005	SUPER SILT FENCE (TURTLE PROTECTION)	1,400	LF	\$ 14.70	\$ 20,580.00
10800	0800-0001	***BRIDGE STRUCTURE, AS DESIGNED, S-40059***	1	LS	\$ 24,795,397.96	\$ 24,795,397.96
10960	1001-0980	MECHANICAL TEXTURING W/LONGITUDINAL SAWED GROOVES	10,452	SY	\$ 7.61	\$ 79,539.72
10970	1005-1410	MANDATORY PREDRILLING FOR DRIVEN PILES	1,037	LF	\$ 234.22	\$ 242,886.14
10980	1005-1440	PILE EXTRACTION AND REDRIVING	10	EA	\$ 5,326.72	\$ 53,267.20
10990	9000-0006	AS-BUILT FOR EXISTING PILES	1	LS	\$ 5,574.54	\$ 5,574.54
11000	1018-0001	REMOVAL OF EXISTING STRUCTURE, S-40059	1	LS	\$ 2,226,353.59	\$ 2,226,353.59
11100	9203-0001	***TEMPORARY EXCAVATION SUPPORT, S-40059***	1	LS	\$ 3,929,138.72	\$ 3,929,138.72
11200	1002-0052	REINFORCING BARS, EPOXY COATED	1,630,110	LB	\$ 2.10	\$ 3,423,231.00
11300	1002-0112	MECHANICAL SPLICE SYSTEM, VARIOUS	7,016	EA	\$ 51.56	\$ 361,744.96
11400	1005-0185	STEEL HP12X74 PRODUCTION PILES	1,435	LF	\$ 243.85	\$ 349,924.75
11500	1005-0025	STEEL HP 12X74 PILE TIP REINFORCEMENT	77	EA	\$ 197.45	\$ 15,203.65
11520	9000-0001	INFILTRATION BASIN, BMP 001	1	LS	\$ 298,985.49	\$ 298,985.49
11540	9000-0002	INFILTRATION BASIN, BMP 002	1	LS	\$ 69,742.95	\$ 69,742.95
11600	9999-0001	HIGHWAY LIGHTING	1	LS	\$ 1,284,008.82	\$ 1,284,008.82
11900	9999-0003	LINE STRIPING / SIGNAGE	1	LS	\$ 447,839.50	\$ 447,839.50

Appendix F.6 Schedule Of Values With Pricing- Lenhartsville

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
12000	9999-0004	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$ 2,729,772.19	\$ 2,729,772.19
12005		MAINTENANCE DURING CONSTRUCTION	42	MO	\$ 7,485.78	\$ 314,402.76
12010	0901-0231	ADDITIONAL WARNING LIGHTS, TYPE B	100	DAY	\$ 2.26	\$ 226.00
12030	0901-0232	ADDITIONAL WARNING LIGHTS, TYPE C	100	DAY	\$ 143.46	\$ 14,346.00
12050	0901-0240	ADDITIONAL TRAFFIC CONTROL SIGNS	500	SF	\$ 77.34	\$ 38,670.00
12100	9999-0005	MISC E&S	36	MO	\$ 4,753.30	\$ 171,118.80
12200	9999-0008	STREAM RELOCATION/MITIGATION	1	LS	\$ 86,224.76	\$ 86,224.76
12300	9999-0006	SMART WORK ZONE SYSTEM	1	LS	\$ 487,195.41	\$ 487,195.41
12400	9999-0007	ITS	1	LS	\$ 71,517.60	\$ 71,517.60
12500	9999-0011	PCMS	1	LS	\$ 216,876.30	\$ 216,876.30
12900	9999-0010	LANDSCAPING	1	LS	\$ 7,500.00	\$ 7,500.00
13400	9999-0020	EXISTING BRIDGE REPAIRS	1	LS	\$ 367,500.00	\$ 367,500.00
13600		ON THE JOB TRAINING	8,000	HR	\$ 1.00	\$ 8,000.00
13610	9000-xxxx	RESET POST MOUNTED SIGNS, TYPE M	5	EA	\$ 250.00	\$ 1,250.00
13620	0975-0001	REMOVE POST MOUNTED SIGNS, TYPE F	56	EA	\$ 25.00	\$ 1,400.00
13630	9000-xxxx	REMOVE PRIVATE SIGN	1	EA	\$ 500.00	\$ 500.00
13640	0972-0001	REMOVE POST MOUNTED SIGNS, TYPE C	4	EA	\$ 100.00	\$ 400.00
13650	0974-0001	REMOVE POST MOUNTED SIGNS, TYPE E	1	EA	\$ 50.00	\$ 50.00
13660	0970-0001	REMOVE POST MOUNTED SIGNS, TYPE A	2	EA	\$ 250.00	\$ 500.00
13670	0971-0001	REMOVE POST MOUNTED SIGNS, TYPE B	40	EA	\$ 200.00	\$ 8,000.00
13680	0942-0002	RESET POST MOUNTED SIGNS, TYPE C	3	EA	\$ 500.00	\$ 1,500.00
13690	0945-0001	RESET POST MOUNTED SIGNS, TYPE F	11	EA	\$ 100.00	\$ 1,100.00
13700	0940-0001	RESET POST MOUNTED SIGNS, TYPE A	1	EA	\$ 2,000.00	\$ 2,000.00
13710	0939-0001	RESET POST MOUNTED SIGNS, TYPE B	7	EA	\$ 1,000.00	\$ 7,000.00
13720	0935-0001	POST MOUNTED SIGNS, TYPE F	315	SF	\$ 100.00	\$ 31,500.00
13730	0939-0001	POST MOUNTED SIGNS, TYPE M	41	SF	\$ 75.00	\$ 3,075.00
13740	0933-0001	POST MOUNTED SIGNS, TYPE D	6	SF	\$ 200.00	\$ 1,200.00
13750	0934-0001	POST MOUNTED SIGNS, TYPE E	115	SF	\$ 150.00	\$ 17,250.00
13760	0931-0001	POST MOUNTED SIGNS, TYPE B	297	SF	\$ 500.00	\$ 148,500.00
13770	0932-0001	POST MOUNTED SIGNS, TYPE C	306	SF	\$ 300.00	\$ 91,800.00
13780	0930-0101	STEEL S OR W BEAM POSTS	1,706	LB	\$ 10.00	\$ 17,060.00
13790	0930-0110	BREAKAWAY SYSTEM REPLACEMENT	2	EA	\$ 1,000.00	\$ 2,000.00
13800	0930-0004	POST MOUNTED SIGNS, TYPE A	324	SF	\$ 750.00	\$ 243,000.00
13810	0937-0102	GUIDE RAIL MOUNTED DELINEATOR TYPE A, (W/B)	63	EA	\$ 50.00	\$ 3,150.00
13820	0937-0113	GUIDE RAIL MOUNTED DELINEATOR TYPE D, (W/B)	63	EA	\$ 1.00	\$ 63.00
13830	0937-0198	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TYPE R, (W/B)	71	EA	\$ 35.00	\$ 2,485.00
13840	0937-0199	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TYPE R, (Y/Y)	58	EA	\$ 35.00	\$ 2,030.00
13850	0937-0202	BARRIER MOUNTED DELINEATOR, SIDE-MOUNT TYPE O, (Y)	116	EA	\$ 35.00	\$ 4,060.00
13860	0937-0203	BARRIER MOUNTED DELINEATOR, SIDE-MOUNT TYPE O, (W/)	71	EA	\$ 35.00	\$ 2,485.00
13870	0937-0330	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-2,	28	EA	\$ 50.00	\$ 1,400.00
13880	0937-0333	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-2,	24	EA	\$ 1.00	\$ 24.00
13890	0937-0339	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-2,	33	EA	\$ 1.00	\$ 33.00
13900	0937-0340	FLEXIBLE DELINEATOR POST, GROUND-MOUNT TYPE GM-2,	2	EA	\$ 1.00	\$ 2.00
13910	0962-1000	4" WHITE WATERBORNE PAVEMENT MARKINGS	28,923	LF	\$ 0.40	\$ 11,569.20
13920	0962-1002	8" WHITE WATERBORNE PAVEMENT MARKINGS	6,429	LF	\$ 0.80	\$ 5,143.20
13930	0962-1005	4" YELLOW WATERBORNE PAVEMENT MARKINGS	30,085	LF	\$ 0.40	\$ 12,034.00
13940	0964-0021	24" WHITE EPOXY PAVEMENT MARKINGS	809	LF	\$ 5.00	\$ 4,045.00
13950	0965-0005	6" WHITE PREFORMED THERMOPLASTIC PAVEMENT MARKINGS	3,156	LF	\$ 3.00	\$ 9,468.00
13960	0966-0014	SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER	8	EA	\$ 50.00	\$ 400.00
13970	0966-0015	SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER	34	EA	\$ 50.00	\$ 1,700.00
13980	0966-0018	SNOWPLOWABLE RAISED PAVEMENT MARKER TWO WAY HOLDER	182	EA	\$ 50.00	\$ 9,100.00
13990	0966-0104	SNOWPLOWABLE RAISED PAVEMENT MARKER, TWO WAY BRIDG	17	EA	\$ 50.00	\$ 850.00
14000	4937-0106	GUIDE RAIL MOUNTED DELINEATOR TYPE B, (W/B) RED PO	8	EA	\$ 50.00	\$ 400.00
14010	4937-0211	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TYPE S, (W/B)	18	EA	\$ 35.00	\$ 630.00
14020	4937-0212	BARRIER MOUNTED DELINEATOR, TOP-MOUNT TYPE S, (Y/Y)	17	EA	\$ 1.00	\$ 17.00
14030	0963-0004	4" PAVEMENT MARKING REMOVAL	61,492	LF	\$ 1.25	\$ 76,865.00
14040	0963-0006	6" PAVEMENT MARKING REMOVAL	14,408	LF	\$ 1.50	\$ 21,612.00
14050	0963-0001	PAVEMENT MARKING REMOVAL	66	SF	\$ 1.50	\$ 99.00
14060	0901-0351	6" STANDARD PAVEMENT MARKINGS, TAPE, WHITE	6,488	LF	\$ 6.00	\$ 38,928.00
14070	0901-0354	24" STANDARD PAVEMENT MARKINGS, TAPE, WHITE	80	LF	\$ 24.00	\$ 1,920.00
14080	0901-0340	4" STANDARD PAVEMENT MARKINGS, TAPE, YELLOW	3,900	LF	\$ 4.00	\$ 15,600.00
14090	0901-0350	4" STANDARD PAVEMENT MARKINGS, TAPE, WHITE	23,085	LF	\$ 4.00	\$ 92,340.00
14100	0901-0331	6" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHIT	52,998	LF	\$ 6.00	\$ 317,988.00
14110	0901-0334	24" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHI	36	LF	\$ 24.00	\$ 864.00
14120	0901-0321	6" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELL	20,543	LF	\$ 6.00	\$ 123,258.00
14130	0901-0330	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, WHIT	25,150	LF	\$ 0.40	\$ 10,060.00
14140	0901-0320	4" STANDARD PAVEMENT MARKINGS, PAINT & BEADS, YELL	63,680	LF	\$ 0.40	\$ 25,472.00
14150	0963-0008	8" PAVEMENT MARKING REMOVAL	1,375	LF	\$ 2.00	\$ 2,750.00
14160	0963-0010	PAVEMENT MARKING REMOVAL (LEGENDS AND SYMBOLS)	2	EA	\$ 200.00	\$ 400.00
500000		HAND-OVER (MILL/MPT/WEARING/PM)	1	LS	\$ 135,000.00	\$ 135,000.00
500100		ESCALATION - VENDORS/SUBS	1	LS	\$ 6,555,000.00	\$ 6,555,000.00
500500		MAINTENANCE DURING CONSTRUCTION	1	EA	\$ 870,480.00	\$ 870,480.00
610000		ENVIRONMENTAL COMMITMENTS	1	LS	\$ 459,684.25	\$ 459,684.25



Appendix F.6 Schedule Of Values With Pricing- Lenhartsville

Biditem	Client #	Description	Bid Quantity	Unit	Bid Price	Bid Total
6500000		UTILTY RELOCATION AND SUPPORT	1	LS	\$ 350,000.00	\$ 350,000.00
7000000		INCIDENTALS BY BPC FOR TECHNICAL PROVISIONS	1	LS	\$ 1,900,767.00	\$ 1,900,767.00
8000000		ANCILLARY REQUIREMENTS	1	LS	\$ 2,284,356.00	\$ 2,284,356.00
9000000		GENERAL CONDITIONS	1	LS	\$ 3,325,227.00	\$ 3,325,227.00

Bid Total \$ 103,811,835.06

Exhibit 10

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

Department's Authorized Representative:

The Department hereby designates the persons from time to time serving as the P3 Director of the Department as its Authorized Representative and such other persons as the Department may from time to time designate by delivering Notice thereof to the Development Entity. Any such designations by the Department may be limited in scope and duration and may be revoked at any time by delivery of Notice thereof to the Development Entity pursuant to PA Section 25.11 (*Notices and other Formal Communications*).

The Development Entity's Authorized Representative:

The Development Entity hereby designates Sarah Schick as the Development Entity's Authorized Representative and such other individual persons as the Development Entity may from time to time designate by delivering Notice thereof to the Department. Any such designations by the Development Entity may be limited in scope and duration and may be revoked at any time by delivery of Notice thereof to the Department pursuant to PA Section 25.11 (*Notices and other Formal Communications*).

Exhibit 11

DBE REQUIREMENTS

The purpose of this Part I is to carry out the U.S. Department of Transportation (DOT) policy of ensuring nondiscrimination in the award and administration of DOT-assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT-assisted Contracts. The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR, Part 26, as amended (Part 26) apply to this agreement.

In what follows, "PennDOT" means Department. The Project Agreement is a "Contract" and the Development Entity a "Contractor."

I. DEFINITIONS—

The following definitions apply to terms in this Part I of PA Exhibit 11 (*DBE Requirements*):

- A. Commercially Useful Function (CUF).** A DBE performs a commercially useful function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself.
- B. Committee.** PennDOT's DBE Good Faith Effort Review Committee.
- C. Contractor.** One who participates, through a contract or subcontract (at any tier), in a DOT-assisted Contract related to the Project.
- D. Days.** Calendar days. In computing any period of time described in this Special Provision, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or state holiday, the period extends to the next day that is not a Saturday, Sunday, or state holiday. Similarly, in circumstances where PennDOT's offices are closed for all or part of the last day, the period extends to the next day on which the PennDOT offices are open.
- E. Director.** The Director of the Bureau of Equal Opportunity.
- F. Disadvantaged business enterprise (DBE).** A small for-profit business concern that is listed at <https://paucp.dbesystem.com/> and certified by the Pennsylvania Unified Certification Program ("PAUCP") as having satisfied the DBE certification requirements.
- G. DBE Submittal Forms.** As defined under the PDA.
- H. DBE Participation.** Utilization of DBEs as documented and tracked by the Contractor and verified by PennDOT.
- I. DBE Reporting Forms.** The EO-402 Form Monthly DBE/SBE Status Report is provided to the Department monthly detailing payment to DBE/SBEs for the life of the project to meet the participation goal. The corresponding DBE Uniform Report -P3 Form, a report due every six months to FHWA through the Department detailing DBE participation and

DBE goal attainment. The DBE Monthly Monitoring Report is provided to the Department monthly detailing DBE goal attainment in dollars and percentages toward the DBE commitment. The EO-354 Form DBE Commercially Useful Forms (Construction) are provided to the Department within five days after a DBE beginning work, to be completed by the project manager detailing work satisfactorily completed by the DBE to determine goal counting and goal participation credit.

- J. DBE Submittal Forms.** EO-380 Form DBE Participation for Federal Project-Construction and EO-385 Form DBE Participation is for Federally Funded Service Agreements, they are submitted to PennDOT for federal aid contracts
- K. DOT.** The United States Department of Transportation, including, but not limited to, the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and the Federal Aviation Administration (FAA).
- L. DOT-assisted Contract.** Any contract between PennDOT and a Contractor that is paid in whole or part with DOT financial assistance.
- M. Good Faith Effort (GFE).** Efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness of this objective can reasonably be expected to fulfill the program requirement.
- N. Interdisciplinary Review Team (IRT).** A team of three, including a representative from PennDOT's Bureau of Equal Opportunity, that performs the initial review of the Good Faith Effort documentation and makes the recommendation to the Director.
- O. Manufacturer.** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- P. NAICS.** North American Industry Classification System.
- Q. Part 26.** 49 C.F.R. Part 26.
- R. Race-Conscious.** A means or measure focused specifically on assisting DBEs only.
- S. Race-Neutral.** A means or measure used to assist all small businesses, not only DBEs. This includes gender-neutrality.
- T. Regular Dealer.** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

Whether a DBE/SBE firm meets the criteria for being treated as a regular dealer is determined on a case-by-case basis by PennDOT.

- U. **Revised DBE Participation.** Utilization of DBEs as documented and tracked by the Contractor and verified by PennDOT, which includes new DBE firm(s) not originally identified by the prime contractor.
- V. **Service Provider.** A DBE/SBE that performs services that are support work on a project or A DBE/SBE that performs engineering, consulting, IT, and support services.
- W. **Shortfall.** The difference between the dollar amount on the approved DBE commitment and the amount of payments to the approved DBE entities.
- X. **Small Business Enterprise (SBE).** A small for-profit business concern that is listed at www.dotsbe.pa.gov by PennDOT as having met the requirements of the SBE element of the DBE Program.
- Y. **Substitution.** Good faith effort directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the established contract goals.
- Z. **Supplier.** A manufacturer, regular dealer, or transaction expeditor/broker.
- AA. **Transaction Expeditor/Broker.** A DBE/SBE packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipments.

II. DBE GOAL

PennDOT has established a DBE goal for this contract, as specified in the RFP, for the utilization of firms owned and controlled by socially and economically disadvantaged individuals certified as Disadvantaged Business Enterprises (DBEs). The DBE goal specified for the Work is 6.17% and remains in effect for the life of the contract.

III. REQUIRED DBE PROVISIONS

The Contractor, must include the following provisions (paragraphs a through g) in each of its subcontracts, so that such provisions will be binding not only upon the prime contractor but also upon each subcontractor, supplier, service provider and consultant.

- a. **Policy for Federally-Funded Projects.** It is the policy of the U.S. Department of Transportation (DOT) and PennDOT that DBEs, as defined in 49 CFR Part 26, as amended, (Part 26) and this Exhibit, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of Part 26, as amended, apply to this contract.
- b. **DBE Obligation.** The Contractor shall take all necessary and reasonable steps to ensure that all DBEs have the opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of PennDOT and DOT-assisted Contracts.

- c. **Failure to Comply with DBE Requirements.** The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted Contracts. PennDOT's DBE program, as required by Part 26 and as approved by DOT, is incorporated by reference in this contract. Implementation of Part 26 is a legal obligation and failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as PennDOT deems appropriate, which may include, but is not limited to withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the contractor from future bidding as non-responsible. Failure to comply with DBE requirements may include, but is not limited to, failure to submit the DBE Submittal Forms within the time period specified, failure to exert a reasonable Good Faith Effort to meet the established DBE goal, or failure to realize the approved DBE participation level set forth by the contractor and may result in the contractor being declared ineligible for the contract. Upon notification to the Contractor of its failure to carry out its approved program, the DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- d. **Required DBE Assurance.** The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as PennDOT deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the Contractor from future bidding as non-responsible.
- e. **Prompt Payment.** The Development Entity shall submit to PennDOT a Monthly Feedback Report no later than the first day of each month during the D&C Period. PennDOT shall have 5 Days to review and approve the Monthly Feedback Report. Unless PennDOT indicates otherwise to the Development Entity, the Monthly Feedback Report shall be deemed approved by PennDOT 5 days after submission. The Development Entity shall pay all undisputed amounts to Contractors (with whom they have privity of contract) for goods and services provided by the Contractors within 10 Days after PennDOT's approval of the Monthly Feedback Report. Any entity, including the Development Entity and Contractors, making payments to DBE or SBE subcontractors must also complete and submit Form EO-402.
- f. **Retainage.** Withholding of retainage is not permitted under this agreement. Each prime contractor shall pay make full and prompt payment to its subcontractor(s).
- g. **Small Business Enterprise (SBE) Participation.** There is no SBE goal. However, the Contractor shall recruit and utilize certified SBEs in addition to all other equal opportunity requirements of the contract. The SBE participation shall be counted and reported the same as DBE participation.

IV. COUNTING DBE PARTICIPATION

The Contractor's utilization of certified DBEs is in addition to all other equal opportunity requirements of this agreement.

The Contractor's DBE participation toward meeting the DBE goal set for the DOT-assisted Contract is as follows: If a firm is a certified DBE Contractor or subcontractor at the time that submission that the DBE Submittal Forms are due, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal for the Work. Any services to be performed by a DBE are required to be readily identifiable to the project.

a. Construction.

1. **Prime Contractor.** A DBE prime contractor will receive credit for all work performed with its own forces. PennDOT strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.
2. **Subcontractor.** When a DBE participates in a contract directly as a subcontractor, only the value of the work actually performed by the DBE will be counted toward the DBE goal.

Furthermore, the entire amount of the portion of a construction contract that is performed by the DBE's own forces counts toward the DBE goal, which includes the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the DBE goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.

Expenditures to a DBE contractor will be counted toward a DBE goal only if the DBE is performing a CUF on that contract. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

b. Materials and Supplies.

The amount of credit awarded to a firm for the provisions of materials and supplies will be determined on a contract-by-contract basis. The expenditures with DBEs for materials or supplies will be counted toward DBE goals as follows:

1. **DBE Manufacturer.** If the materials or supplies are obtained from a DBE Manufacturer, 100% of the cost of the materials or supplies is counted toward the DBE goal.
2. **DBE Regular Dealer.** If the materials or supplies are purchased from a DBE Regular Dealer, 60% of the cost of the materials or supplies is counted toward the DBE goal. There is no NAICS code for Regular Dealer.
3. **DBE Transaction Expeditor/Broker.** If the materials or supplies are purchased from a DBE, which is neither a Manufacturer nor a Regular Dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward the DBE goal, provided the fees are determined to be reasonable and not

excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward the DBE goal.

- c. **Service Providers.** The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted Contract, is counted toward the DBE goal, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- d. **Specialty Items.** In cases where specialty items and DBE involvement overlap, the Contractor shall consult with PennDOT for guidance.
- e. **Trucking Firms.** The value of trucking costs will be counted if the DBE trucking company is performing a CUF, as determined by PennDOT, in accordance with the following factors:
 - 1. the DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
 - 2. the DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
 - 3. the DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
 - 4. the DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
 - 5. the DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE, only the fee or commission it paid as a result of the lease arrangement will be counted toward the DBE goal; the total value of the transportation services provided by the lessee, will not be counted toward the DBE goal because these services are not provided by a DBE;
 - 6. for purposes of this section (e), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE; and
 - 7. joint ventures between DBEs and non-DBEs as subcontractors will be counted toward the DBE goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces. The joint venture agreement is subject to approval by PennDOT and a copy of which is to be furnished by the Contractor before execution of the contract.

V. [Reserved.]

VI. ACTIONS REQUIRED BY THE PROPOSER DURING THE PROCUREMENT AND PRIOR TO AWARD FOR PROJECTS WITH A DBE GOAL

- a. **Submission Preparation.** The Development Entity is obligated to obtain and to provide all applicable NAICS codes for each type of work that the DBE firms quotes and intends to perform on the contract. All federally funded projects require a scope of work that will

be performed by a DBE which corresponds to the DBE firm's NAICS Code, which can be found at <https://paucp.dbesystem.com/>. A NAICS Code is a federally recognized standard of business by economic activity.

- b. Submission Requirements.** When the DBE goal established by PennDOT is met or exceeded, the selected proposer is required to electronically submit evidence of such commitments with the proposal. DBE Submittal Forms and acknowledgements may be submitted within five (5) calendar days after the proposal acceptance by PennDOT. The DBE Submittal Forms must include the applicable NAICS code(s) for each proposed DBE and type of work that it will perform on the contract. DBE Submittal Forms indicating commitments to certified DBEs will become part of the project file.

Failure to submit DBE Submittal Forms including all GFE documentation for consideration, within five Days after the proposal due date, may result in rejection of the proposal.

A good faith effort to subcontract is required for all federal aid projects. If assistance with the DBE submission is needed, please contact the Designated Agency Official (P3 Office) at ra-pdp3majorbridges@pa.gov or BEO for technical assistance at penndotdbegoal@pa.gov.

When the DBE goal established by PennDOT is not met (PennDOT will not round up), the proposer must demonstrate a Good Faith Effort to meet the established DBE goal. The proposer shall demonstrate that the efforts made were those that a proposer seeking to meet the DBE goal established by PennDOT would make, given all relevant circumstances. All submissions must include, as a part of the GFE documentation, copies of each DBE and non-DBE subcontractor quote when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract when the DBE's quote was too high or unreasonable. Also, the proposer shall indicate on the DBE Submittal Forms that the Good Faith Effort is being submitted for consideration.

The proposer shall email the GFE documentation to penndotdbegoal@pa.gov, so that it is received by the time specified above for consideration.

- c. Good Faith Effort Requirements.** The demonstration of GFEs is accomplished by seeking out DBE participation in the project given all relevant circumstances considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made, based on Part 26. Accordingly, PennDOT will evaluate Good Faith Effort requirements in accordance with Part 26.

For additional guidance concerning Good Faith Efforts, please refer to Appendix A to Part 26. Additionally, the proposer can use the services of PennDOT's DBE Supportive Services Center; services of PennDOT's SBE Supportive Services Center; services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

VII. ACTIONS TO BE TAKEN BY PENNDOT BEFORE AWARD

- a. **Approval.** If the apparent selected proposer submits the DBE Submittal Forms by the deadline and meets the contract DBE goal and all other contract requirements, PennDOT will approve the submission.
- b. **Good Faith Effort Review.** If the apparent successful proposer fails to meet the DBE goal established for the contract, PennDOT will review the Good Faith Effort documentation. If, during the review of the apparent successful proposer's Good Faith Effort documentation, the reviewers have questions, the proposer may be contacted for clarification. PennDOT's Good Faith Effort review steps are as follows:
 - (i). IRT reviews the information provided by the Contractor and makes a recommendation to the Director.
 - (ii). The Director:
 - (A) approves the recommendation that the Good Faith Effort was met and the DBE Participation and Commitment will be approved; or
 - (B) recommends that the Committee make a determination.
 - (iii) If the Director recommends that the Committee make a determination, the Committee meets and makes a final determination. If the Committee determines that the apparent successful proposer made Good Faith Efforts, the DBE Participation and Commitment will be approved. If the Committee determines that the apparent successful proposer has failed to make Good Faith Efforts, the proposal will be rejected and the apparent successful proposer will be notified of the rejection.

VIII. ACTION TO BE TAKEN BY PENNDOT DURING PERFORMANCE OF THIS AGREEMENT

- a. **Review of Performance.** To ensure that all obligations awarded to DBEs under this agreement are met, PennDOT will review the Contractor's DBE involvement efforts during the performance of the project whether or not the DBE is listed on the approved DBE Submittal Forms submitted by the Contractor. The review will include a CUF review and the Contractor must complete the DBE Reporting Forms (EO-354 or EO-354OS) for consultant work at least once for each DBE within five Days after the DBE commencing Work, subject to any time extension granted by PennDOT.
- b. **Sanctions.** Upon completion of the work, PennDOT will review the actual DBE participation and make a determination regarding the Contractor's compliance with the applicable requirements. Sanctions may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

IX. ACTIONS REQUIRED TO BE TAKEN BY THE CONTRACTOR DURING THE PERFORMANCE OF THIS AGREEMENT

- a. **DBE Participation.** When the Contractor meets the DBE contract goal on the DBE Submittal Form, the Contractor shall ensure that the commitment is attained throughout the life of the project. The Contractor shall submit Form EO-402 monthly to PennDOT at ra-pdp3majorbridges@pa.gov and penndotdbegoal@pa.gov to track DBE utilization in the contract.

- b. **Good Faith Efforts.** The Contractor must continue to make GFEs for the life of the project and ensure that the commitment is attained. Proof of attainment is provided by payments to DBEs and documented in Form EO-402.
- c. **DBE Subcontractor Approval.** DBEs listed on the DBE Submittal Forms are not to commence work until they submit a signed acknowledgement confirming the information on the applicable DBE Submittal Forms is accurate for their firm.

Furthermore, all firms listed on the approved DBE Submittal Forms must be submitted for subcontractor approval by PennDOT after the contract is executed and approved before DBEs actual performance of work. The subcontractor request must be equal to or greater than the committed amount. The Contractor shall submit for subcontractor approval any other DBE whether or not they are listed on the approved DBE Submittal Forms. When submitting request for subcontractor approval, the Contractor shall attach (1) a copy of the DBE subcontract or agreement or (2) a copy of the executed signature page, DBE owner and selected offer, a copy of the description of the scope of work, NAICS and a copy of amount being paid as it appears in the DBE's subcontract or agreement.

- d. **Termination or Substitution of DBEs.** A Contractor shall not terminate an approved DBE subcontractor or DBE as listed on the approved DBE Submittal Forms without PennDOT's prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Furthermore, unless PennDOT's consent is provided as stated herein, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Contractor shall obtain approval before substituting a DBE or making any change to the DBE participation of an approved DBE subcontractor or as listed on the approved DBE Submittal Forms.

If the Contractor is requesting termination or substitution of a DBE subcontractor, the prime contractor shall first give notice in writing to the DBE subcontractor, with a copy to the Development Entity of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor shall give the DBE five (5) days to respond to the prime contractor's notice and advise PennDOT and the DBE subcontractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why PennDOT should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), PennDOT may provide a response period shorter than five days.

If the Contractor is requesting termination or substitution of a DBE subcontractor, the Contractor shall promptly make a written request to PennDOT at rapdp3majorbridges@pa.gov. The request must include documentation supporting the substitution and written agreement from the DBE to the change. The Contractor shall include proof that a certified letter giving the DBE five (5) days to respond with acceptance or to notify PennDOT of non-acceptance and demonstrate that every effort has been made to allow the DBE to perform.

- (i) **Agreement on Substitution or Termination.** If the DBE and Contractor agree on the arrangement to replace the DBE, the documentation should be as follows:

(A) The Contractor shall make Good Faith Efforts to subcontract the work with another DBE, or subcontract other work items to DBE firms to make up for the DBE shortfall. These Good Faith Efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established by PennDOT. The Good Faith Efforts shall be documented by the Contractor.

(x) A prime contractor's inability to find a replacement DBE at the contract price is not, in and of itself, adequate to support a finding that Good Faith Efforts have been made to replace the original DBE.

(y) The fact that the prime contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the prime contractor of the obligation to make Good Faith Efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote

(B) When the substitution results in meeting the DBE goal, the Contractor shall within five Days shall provide a copy of the DBE subcontract or agreement, including a copy of the executed signature page signed by the DBE owner and Contractor; a description of the scope of work and NAICS; and the amount being paid as it appears in the DBE's subcontract or agreement.

(C) If the projected DBE participation on approved DBE Submittal Forms meets or exceeds the DBE goal amount for the Contract without replacing the DBE, then no contract shortfall exists.

(D) If the substituted DBE performed on the project prior to PennDOT approval, the revised DBE Submittal Forms should include the total amount paid to the DBE before the DBE substitution.

(E) When the substitution does not result in meeting the DBE goal, the Contractor must complete revised DBE Minority Participation and Commitment forms with DBE acknowledgement within five (5) days after a revision and provide additional GFE documentation to PennDOT, including (1) a statement of efforts made to negotiate with DBEs for specific work or supplies, including the names, addresses, telephone numbers, and emails of those DBEs that were contacted; (2) the time and date each DBE was contacted; (3) a description of the information provided to DBEs regarding plans and specifications for portions of the work to be performed or the materials supplied; and (4) an explanation of why an agreement between the prime contractor and DBE was not reached.

(ii) **Good Faith Effort Review for Substitutions.** PennDOT will review the GFE documentation for substitution and may contact the Contractor for clarification. The GFE steps are as follows:

(A) The Director reviews and, if acceptable, approves the GFE and DBE revision or recommends that the IRT make the determination.

- (B) The IRT makes a final determination and either:
- (x) Approves the recommendation that the GFE was met, and approves the revised DBE submittal forms, or
 - (y) Disapproves the GFE resulting in a shortfall requiring the contractor to continue GFEs.

(C) If a DBE does not agree with to be replaced, the Contractor shall not perform the DBE Work without prior approval from PennDOT. The IRT will review and make a determination. PennDOT will notify both the Contractor and the DBE of the decision. The contractor or the DBE may request a meeting with PennDOT.

(D) The Contractor shall not perform any of the DBE work included in the substitution request without prior approval from PennDOT.

(iii) **No Agreement on Substitution or Termination.** If the DBE and Contractor do not agree on the arrangement to replace the DBE, neither the Contractor nor the DBE shall perform the DBE work without prior approval from PennDOT. The IRT will review the substitution request and make a determination. PennDOT will notify both the contractor and the DBE of the decision. Contractor or the DBE may request a meeting with PennDOT.

- e. **SBE Participation.** The SBE must be submitted for subcontractor approval after the contract is executed and approved and before the SBE performs work -- SBE firms shall not commence work until PennDOT approves the SBE Firm.
- f. **Additional Work.** When additional work is required for any classification of work which is identified on the DBE Submittal Forms to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that it cannot perform the work due to its own limitations.
- g. **Progress Payments.** The Contractor shall make payments in accordance with 49 CFR Part 26.29 (b) to the DBE/SBE subcontractors. The Contractor shall document payments on the monthly DBE Submittal Forms.
- h. **Prompt Payment.** The Development Entity shall submit to PennDOT a Monthly Feedback Report no later than the first day of each month during the D&C Period. PennDOT shall have 5 Days to review and approve the Monthly Feedback Report. Unless PennDOT indicates otherwise to the Development Entity, the Monthly Feedback Report shall be deemed approved by PennDOT 5 days after submission. The Development Entity shall pay all undisputed amounts to Contractors (with whom they have privity of contract) for goods and services provided by the Contractors within 10 Days after PennDOT's approval of the Monthly Feedback Report. Any entity, including the Development Entity and Contractors, making payments to DBE or SBE subcontractors must also complete and submit Form EO-402.
- i. **Retainage.** Withholding of retainage is not permitted under this agreement. The Development Entity and each Contractor shall pay make full and prompt payment to its subcontractor(s).

j. Records and Reports.

The Contractor must submit Form EO-402 monthly to PennDOT. In addition, Contractor must keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. The records must indicate:

i. The number of disadvantaged and non-disadvantaged subcontractors, small businesses, consultants, and service providers, suppliers and the type of work or services performed on or materials incorporated in this project.

ii. The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on this project.

iii. Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs and SBEs for this project. The Contractor shall submit reports, as required by PennDOT. The Contractor shall certify that the amounts were actually paid to the DBE and SBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by PennDOT. Additionally, the Contractor shall enter the payment information on Form EO-402 within 5 Business Days after the end of the month and include the following:

- The number of contracts awarded to DBEs and SBEs, noting the type of work and amount of each contract executed with each firm and including the execution date of each contract.
- The amount paid to each DBE and SBE during the month and the amount paid to date. If no payments are made to a DBE/SBE during the month, enter a zero (\$0.00) payment.
- Paid invoices or a certification attesting to the actual amount paid to each firm, upon completion of the individual DBE's and SBEs work. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.
- If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material to PennDOT on a monthly basis.

X. CONTINUING OBLIGATIONS OF THE CONTRACTOR

The Contractor shall maintain all records required under 49 CFR Part 26 and this PA Exhibit 11 (*DBE Requirements*) for a period of three (3) years following acceptance of final payment from PennDOT. The Contractor shall make the records available for inspection by PennDOT and the FHWA at any time during the D&C Period and for the three-years following final payment from PennDOT.

ADDENDUM A

TO EXHIBIT 11

MONTHLY FEEDBACK REPORT

Project Name	Notice To Proceed	Total Current Contract Amt	Total Amt of Contract Paid	% of Contract Completed	Amt Committed to DBE	% Committed to DBE	Amt Paid to DBE	% of Contract Paid to DBE	Project Goal	DBE Goal Status	Current Completion Date	Comments

ADDENDUM A

TO EXHIBIT 11

DBE UNIFORM REPORT –P3 FORM

UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS										
Please refer to the instruction sheet for directions on filling out this form										
1	Submitted to (check only one)	<input checked="" type="checkbox"/> FHWA	<input type="checkbox"/> FAA	<input type="checkbox"/> FTA - Recipient ID Number						
2	AIP Numbers (FAA Recipients); Grant Number (FTA Recipients):									
3	Federal Fiscal year in which reporting				4. Date This Report Submitte					
5	Reporting Period	<input type="checkbox"/> Report due June 2 (for period Oct 1-Mar 31)			<input type="checkbox"/> Report due Dec 1 (for period April 1-Sep 30)		<input type="checkbox"/> FAA annual report due Dec 1			
6	Name and address of Recipient:	Pennsylvania Department of Transportation								
7	Annual DBE Goal(s):	Race Conscious Projection:		Race Neutral Projection:		OVERALL Goal:				
Awards/Commitments this Reporting Period										
A	AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (Total contracts and subcontracts committed during this reporting period)	A	B	C	D	E	F	G	H	I
		Total Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs/Race Conscious (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
8	Prime contracts awarded this period	\$ -	0	\$ -	0			\$ -	0	#DIV/0!
9	Subcontracts awarded/committed this period			\$ -	0			\$ -	0	#DIV/0!
10	TOTAL			\$ -	0	\$ -	0	\$ -	0	#DIV/0!
B	BREAKDOWN BY ETHNICITY & GENDER	Total to DBE (dollar amount)			Total to DBE (number)					
		Women	Men	Total	Women	Men	Total			
11	Black American			\$ -						0
12	Hispanic American			\$ -						0
13	Native American			\$ -						0
14	Asian-Pacific American			\$ -						0
15	Subcontinent Asian Americans			\$ -						0
17	Non-Minority			\$ -						0
17	TOTAL	\$ -	\$ -	\$ -	0	0				
Payments Made this Period										
C	PAYMENTS ON ONGOING CONTRACTS	A	B	C	D		E	F		
		Total Number of Contracts	Total Dollars Paid	Total Number of Contracts with DBEs	Total Payments to DBE firms		Total Number of DBE firms Paid	Percent to DBEs		
18	Prime and subcontracts currently in progress									
D	TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD	A	B	C	D	E				
		Number of Contracts Completed	Total Dollar Value of Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)	Total DBE Participation (Dollars)	Percent to DBEs				
19	Race Conscious		\$ -	\$ -			\$ -		#DIV/0!	
20	Race Neutral		\$ -	\$ -			\$ -		#DIV/0!	
21	Totals	0	\$ -	\$ -			\$ -		#DIV/0!	
22	Submitted by:	23. Signature:			24. Phone Number:					

Exhibit 12

OJT REQUIREMENTS

1. ON-THE-JOB TRAINING PLAN

The Development Entity shall prepare an On-the-Job Training Plan in accordance with the requirements of TP Section 3.3.6.2 (On-the-Job Training Plan) describing the Development Entity's approach to train minorities, females and disadvantaged persons in highway construction classifications, by fostering equal training opportunities for minorities, females and disadvantaged individuals on highway construction projects.

2. TRAINING REQUIREMENTS

2.1 OJT Goal and Requirements

- (a) The Development Entity shall use the Department's approved on-the-job training program aimed at developing full journey person in the type of trades and job classifications required for the Work.
- (b) The Development Entity shall seek to provide at least 8 trainees per Bridge on the Project (the "OJT Goal").
- (c) Where feasible, 25% of trainees in each occupation shall be in their first year of training.
- (d) The OJT Goal applies to all approved training plans for work performed by the Development Entity.

2.2 Recruitment and Training

- (a) The Development Entity shall provide the following types of training for trainees:
 - (i) Construction crafts, including lower-level management positions if training is oriented toward construction applications such as office engineers, estimators, time-keepers, etc.; and
 - (ii) Laborers to the extent the training is meaningful and if significance is proven and accepted by the Department.
- (b) Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
- (c) The number of trainees shall be distributed among the work classifications on the basis of the Development Entity's needs and the availability of journey persons in the various classifications within a reasonable area of recruitment. The Development Entity will be credited for each trainee employed with respect to the Work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.
- (d) Training and upgrading of minorities and women toward journey person status is a primary objective of this PA Exhibit 12 (*OJT Requirements*). Accordingly, the Development Entity shall make every effort to enroll minority, women, and

disadvantaged trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Development Entity will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to a determination as to whether the Development Entity is in compliance with this PA Exhibit 12 (*OJT Requirements*). This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

- (e) No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyperson status or in which they have been employed as a journeyperson. A trainee cannot be trained, regardless of the classification, more than three times. The Development Entity may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Development Entity's records should document the findings in each case.
- (f) The minimum length of training is 100 days during the Term. The minimum amount of training hours shall be 1000 or more as is under the Department's OJT selection criteria. The type of training for each classification will be established in the training program selected by the Development Entity and approved by the Department and/or the Federal Highway Administration. The Department OJT approved classifications will be used and can be found in Department Pub 635. The Commonwealth highway agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Development Entity and to qualify the average trainee for journeyperson status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the Department prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower-level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications and there are 4 trainee slots or more. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.
- (g) Except as otherwise noted below, the Development Entity will be reimbursed 80 cents per hour of training given an employee on a contract in accordance with an approved training program. As approved by the Department, reimbursement will be made for training persons in excess of the number specified herein. This

reimbursement will be made even though the Development Entity receives additional training program funds from other sources, provided such other does not specifically prohibit the Development Entity from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Development Entity where they do one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

- (h) No payment shall be made to the Development Entity if either the failure to provide the required training, or the failure to hire the trainee as a journey person, is caused by the Development Entity and evidences a lack of good faith on the part of the Development Entity in meeting the requirements of this PA Exhibit 12 (OJT Requirements). It is normally expected that a trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until they have completed his training program. It is not required that all trainees be on board for the entire Term of the Project Agreement. The Development Entity will have fulfilled its responsibilities under this PA Exhibit 12 (OJT Requirements) if they have provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

3. Trainee Notification

- (a) The Development Entity shall furnish the trainee a copy of the program they will follow in providing for the training. The Development Entity shall provide each trainee with a certification showing the type and length of training satisfactorily completed.
- (b) The Development Entity will provide for the maintenance of records and furnish monthly trainee evaluation reports by the 5th of each month, documenting the trainee's performance.

4. Documentation of Efforts and Reporting

- (a) The Development Entity shall submit documentation of good faith efforts or reasonable efforts in accordance with this Section 4 of PA Exhibit 12 (OJT Requirements). The Development Entity shall document good faith efforts through the following actions:
 - (i) demonstrating that the Development Entity reached out to community organizations and used other channels to solicit minority or female workers to fill the training position;
 - (ii) demonstrating that the Development Entity reviewed its current workforce for potential upgrade, including all subcontractors; and
 - (iii) interviewing minority or female applicants of which did not produce a viable employee.

- (b) The Development Entity shall provide the documentation referred to in Section 4(a) above in the form of correspondence, including emails, letters, interview results, internal and external reports.
- (c) The Development Entity shall maintain a record of time trained for each trainee in accordance with Commonwealth and Federal requirements.
- (d) For each new trainee, the Development Entity shall submit to the Department, Form EO-363 within 10 days after NTP2 for approval, Department Form EO-364 within three months of NTP2 for approval, and Department Form EO-365 Form Highway Contractors Monthly Training Report, by the 5th of the month.
- (e) The Development Entity shall prepare and submit an OJT monthly progress report documenting trainee progress on a monthly basis on Department Form EO-365, as such form may be supplemented ("OJT Monthly Progress Report"). The Development Entity is responsible to complete all fields and obtain necessary signatures by the Development Entity and the Department.

5. Training Credit

- (a) Credit for off-site training may be made only if trainees are concurrently employed on the Project and the Development Entity does one or more of the following:
 - (i) contributes to the cost of the training; and/or
 - (ii) provides instruction to the trainee or pays the trainee's wages during the off-site training.
- (b) The Development Entity shall notify the Department when a trainee is terminated.
- (c) The Development Entity shall not earn any credit toward the OJT Goal for any trainee that is terminated or leaves the Project prior to completing the training program and, under such circumstances, shall provide a shortfall letter to the Department for approval.

6. Trainee Pay

- (a) Trainees will be paid at least 60 percent of the appropriate minimum journey person's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on the Project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this PA Exhibit 12 (*OJT Requirements*).
- (b) The Development Entity shall ensure all applicable Commonwealth and federal wage provisions are applied to the trainee program.
- (c) The Development Entity shall be compliant with all United States labor laws.

Exhibit 13

REQUIRED COMMONWEALTH CERTIFICATIONS

**Exhibit 13-1 – Department Form BOP-2201 - Worker Protection and Investment
Certification Form**

Exhibit 13-2 - Americans with Disability Act Provisions

Exhibit 13-3 - Contractor Integrity Provisions

Exhibit 13-4 - Contractor Responsibility Provisions

(on following pages)

Exhibit 13-1

DEPARTMENT FORM BOP-2201

[see following page]



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM


A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

	October 28, 2022
Signature	Date
Sarah Schick	
Name (Printed)	
Authorized Representative	
Title of Certifying Official (Printed)	
Bridging Pennsylvania Developer, LLC	
Contractor/Grantee Name (Printed)	

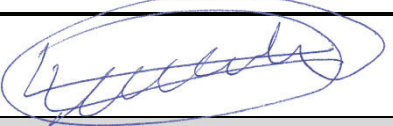
	October 28, 2022
Signature	Date
Lucas Lahitou	
Name (Printed)	
Authorized Representative	
Title of Certifying Official (Printed)	
Bridging Pennsylvania Developer, LLC	
Contractor/Grantee Name (Printed)	

Exhibit 13-2

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- A. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

- B. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph A.

Exhibit 13-3

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. "**Affiliate**" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. "**Consent**" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. "**Contractor**" means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. "**Contractor Related Parties**" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. "**Financial Interest**" means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. "**Gratuity**" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
 - g. "**Non-bid Basis**" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion,

terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies

are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit 13-4

CONTRACTOR RESPONSIBILITY PROVISIONS

1. The Development Entity shall certify in writing, for itself and any Contractor required to be disclosed or approved by the Commonwealth (prior to the performance of any portion of the Work by any Contractor), that as of the date of the Development Entity's execution of this Project Agreement or such Contractor's execution of any relevant Contract (as applicable), the Development Entity and any such Contractor is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Development Entity cannot so certify with respect to any such Contractor, then it agrees to submit, along with such Contract, a written explanation of why such certification cannot be made.
2. The Development Entity shall also certify in writing, for itself and any Contractor required to be disclosed or approved by the Commonwealth (prior to the performance of any portion of the Work by any Contractor) that as of the date of the Development Entity's execution of this Project Agreement or such Contractor's execution of any relevant Contract (as applicable), the Development Entity and each such Contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Development Entity's obligations pursuant to these provisions are ongoing from and after the effective date of this Project Agreement through the termination date thereof. Accordingly, the Development Entity shall have an obligation to inform the Commonwealth if, at any time during the term of this Project Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Development Entity, any of its Contractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days after the date of suspension or debarment.
4. The Development Entity agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Development Entity or any Contractor's compliance with the terms of this Project Agreement or any other agreement between such Contractor and the Commonwealth, that results in the suspension or debarment of the Development Entity or such Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Development Entity shall not be responsible for investigative costs for investigations that do not result in its or any Contractor's suspension or debarment.
5. The Development Entity may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

6. For purposes of these Contractor Responsibility Provisions, the following terms shall have the meanings found in this Paragraph 6.

- a. "Contract" means Contract (as defined under this Project Agreement), excluding contracts with Suppliers.
- b. "Contractor" means Contractor (as defined under this Project Agreement), excluding Suppliers.

Exhibit 14

INSURANCE COVERAGE REQUIREMENTS

PART A – D&C PERIOD INSURANCES

1. Builder's Risk	
Coverage Requirements	<p>The builder's risk insurance policy shall cover "all risk" of direct physical loss or damage (including, but not limited to the perils of terrorism, fire, lightning, explosion, collapse, wind, flood, named storm, tempest, windstorm, hurricane, tornado, and earth movement/earthquake) to any portion or elements of the Project.</p> <p>The policy shall be specific to the Project and contain extensions of coverage typical for a project of the nature of the Project.</p> <p>Coverage shall include, on a sub-limited basis, demolition and debris removal, soft costs, property in transit or in storage, temporary works, resulting damage from faculty workmanship or design error (LEG3), damage to existing property of the Department and increased costs for building code compliance.</p>
Limits	<p>The policy shall have a coverage limit the greater of the maximum probable loss as determined by a formal maximum probable loss analysis conducted at the Development Entity's expense by a qualified, independent third party and as approved by the Department, or \$100 million; whichever is greater.</p> <p>Other sublimits, reasonable for a project of this size and scope will be allowable for the risks enumerated above, however, the limit for damage to adjacent Department property shall be a minimum of \$2,000,000.</p>
Insured	<p>Named Insured:</p> <ul style="list-style-type: none">• Development Entity• Lead Construction Contractor• Each other Contractor• Department
Duration	<p>The policy shall be in place at all times from the issuance of NTP3 (or such earlier date pursuant to PA <u>Section 3.3.4</u> (<i>Notice to Proceed 3</i>)) until the Final Acceptance Date.</p>
2. Workers' Compensation and Employer's Liability Insurance	
Coverage Requirements	<p>The workers' compensation and employer's liability insurance policy shall be kept in force as required by applicable Law. The policy coverage shall be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act, Federal Employers Liability Act and the Jones Act.</p> <p>The policy need not be project-specific and may include separate policies for the Development Entity and the Lead Construction Contractor.</p>

Limits	The policy shall have limits for statutory workers' compensation coverage (Coverage A) and employer's liability coverage (Coverage B) of at least \$1,000,000 for bodily injury by accident, each accident, and \$1,000,000 for bodily injury by disease, each employee.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity • Lead Construction Contractor <p>Separate policies covering the Development Entity and the Lead Construction Contractor are allowable.</p> <p>Alternate employers by endorsement to the policy:</p> <ul style="list-style-type: none"> • Department
Duration	The policy shall be in place at all times from the earlier of the issuance of NTP1 and the date of financial close until the Final Acceptance Date.

3. Commercial General Liability Insurance

Coverage Requirements	<p>The commercial general liability insurance shall be written on an occurrence basis and include, but not be limited to, coverage for premises and operations, independent contractors, personal injury, products and completed operations, broad form property damage, contractual liability and terrorism (to the extent available).</p> <p>The policy need not be project specific. The policy shall not include any endorsement or modification of the commercial general liability insurance coverage limiting the scope of coverage for liability arising from explosion, collapse, and underground property damage or for work within 50 feet of a railroad. The policy shall include a standard separation of insureds/cross-liability clause. Separate policies covering each the Development Entity and the Lead Construction Contractor are allowable.</p> <p>The policy shall, if necessary, be amended the definition of "occurrence" regarding faulty workmanship to ensure that any "resulting damage" to the D&C Work caused by faulty workmanship of subcontractors is considered an occurrence and, therefore, a covered claims.</p>
Limits	The policy shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually, aggregate limit applicable on a per project basis. Defense costs shall be in addition to the limit.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity • Lead Construction Contractor <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity

	<ul style="list-style-type: none"> Indemnified Parties
Duration	<p>(a) Subject to (b) below, the policy shall be in place at all times from the earlier of the issuance of NTP1 and the date of financial close until the Final Acceptance Date or until placement of the Maintenance Period's General Liability insurance coverage, whichever is later.</p> <p>(b) Completed operations coverage or so-called 'tail coverage' shall be kept in effect for eight years after the Final Acceptance Date or, where the Project Agreement is terminated prior to this date, for eight years from the Termination Date.</p>
4. Automobile Liability Insurance	
Coverage Requirements	<p>The automobile liability insurance shall cover liability, including bodily injury or death and property damage, arising out of any auto (including owned, hired, and non-owned autos).</p> <p>The policy need not be project-specific. The policy shall be endorsed as required to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for those Contractors who will at any time transport Hazardous Materials.</p> <p>Separate policies covering the Development Entity and the Lead Construction Contractor are allowable.</p>
Limits	The policy shall have a combined single limit of at least \$1,000,000 for bodily injury and property damage.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> Development Entity Lead Construction Contractor <p>Additional Insured:</p> <ul style="list-style-type: none"> Department Each Department-Related Entity Indemnified Parties
Duration	The policy shall be in place at all times from the earlier of the issuance of NTP1 and the date of financial close until the Final Acceptance Date.
5. Commercial Umbrella / Excess Liability Insurance	
Coverage Requirements	<p>The umbrella / excess liability insurance shall provide coverage on a following-form basis in excess of the underlying limits of commercial general liability, automobile liability, and employer's liability.</p> <p>The policy need not be Project-specific and separate policies covering each the Development Entity and the Lead-Construction Contractor are allowable.</p>

Limits	<p>The post-NTP3 policy, if covering both the Development Entity and the Lead Construction Contractor, shall have a limit of at least \$50,000,000 per occurrence and in the aggregate. Should separate policies be carried the total limit to be provided must total \$75,000,000 with each entity (Development Entity and the Lead Construction Contractor) carrying minimum limits of at least \$25,000,000.</p> <p>The pre-NTP3 policy, if covering both the Development Entity and the Lead Construction Contractor, shall have a limit of at least \$5,000,000 per occurrence and in the aggregate. Should separate policies be carried the total limit to be provided must total no less than \$10,000,000 with each entity (Development Entity and the Lead Construction Contractor) carrying minimum limits of at least \$5,000,000.</p>
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity • Lead Construction Contractor <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties
Duration	<p>(a) Subject to (b) and (c) below, the policy shall be in place at all times from the issuance of NTP3 (or such earlier date pursuant to PA Section 3.3.4 (<i>Notice to Proceed 3</i>)) until the Final Acceptance Date or until placement of the Maintenance Period's Commercial Umbrella/Excess Liability insurance coverage, whichever is later.</p> <p>(b) Completed operations coverage or so-called 'tail coverage' shall be kept in effect for eight years after the Final Acceptance Date or, where the Project Agreement is terminated prior to this date, for eight years from the Termination Date.</p> <p>(c) Pre-NTP3 coverage (Effective Date until issuance of NTP3) shall include the "early works" coverage policy limit described above.</p>
6. Pollution Liability Insurance	
Coverage Requirements	<p>The pollution liability insurance shall at a minimum provide coverage for all D&C Work and other operations at the Site, any transportation and any non-owned, off-site disposal and shall include all claims related to bodily injury, property damage (including diminution of value), and clean-up and remediation costs.</p> <p>The policy need not be project-specific. The policy may be written on either a claims-made or occurrence basis.</p> <p>The "insured versus insured" exclusion shall be modified to provide coverage for claims by the Department against the Development Entity.</p>
Limits	<p>The policy shall have a limit of at least \$5,000,000 per claim and in the aggregate.</p>

Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity • Lead Construction Contractor • Each other Contractor performing work at the Site. <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties
Duration	<p>(a) Subject to (b) below, coverage shall be in place at all times from the earlier of the issuance of NTP1 and the date of financial close until the Final Acceptance Date or until placement of the Maintenance Period's Pollution Liability insurance coverage, whichever is later.</p> <p>(b) If coverage is written on a claims-made basis, coverage shall continue to be carried or an extended reporting period be in place for a period of five years after the Final Acceptance Date or, where the Project Agreement is terminated prior to this date, from the Termination Date.</p>
7. Aviation Liability Insurance and Marine Protection & Indemnity Insurance	
Coverage Requirements	<p>The Development Entity shall ensure that proper insurance is obtained and kept in effect for any work undertaken via use of aircraft (aviation liability insurance) or via barge or watercraft (marine protection & indemnity insurance).</p> <p>Should small unmanned aircraft systems (e.g., drones) be utilized during the course of the Project, the Development Entity shall evidence coverage either through a stand-alone unmanned aircraft systems policy or by endorsement (CG 24 50 or equivalent) to the commercial general liability policy.</p>
Limits	<p>Minimum limits for aviation or marine protection & indemnity insurance shall be typical for such work being undertaken on a project such as this Project. In no event shall such limits be less than \$5,000,000 per occurrence and in the aggregate for bodily injury and property damage.</p> <p>With regard to small unmanned aircraft systems, the limit of liability shall not be less than \$3,000,000 per occurrence with a \$3,000,000 annual aggregate.</p>

Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • The Development Entity to the extent directly providing the services utilizing aircraft, boats and barges or small unmanned aircraft systems • Lead Construction Contractor to the extent directly providing the services utilizing aircraft, boats and barges or small unmanned aircraft systems • Each other Contractor to the extent directly providing the services utilizing aircraft, boats and barges or small unmanned aircraft systems <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties
Duration	The appropriate insurance policies shall be in place at any time such services or activities are undertaken with regard to the Project.
8. Railroad Protective Liability Insurance	
Coverage Requirements	A railroad protective liability insurance shall be kept in force as required by any railroad company in connection with D&C Work across, under, or adjacent to the Railroad's tracks or Railroad right of way.
Limits	As required by each Railroad
Insured	<p>Named Insured</p> <ul style="list-style-type: none"> • Railroad or as required by each railroad.
Duration	As required by Railroad
9. Professional Liability Insurance	
Coverage Requirements	<p>The Development Entity shall ensure that the Lead Construction Contractor and Lead Engineering Firm obtain and keep in effect professional liability insurance covering Design Work and professional services.</p> <p>The insurance policy shall follow a single policy approach covering both the Lead Construction Contractor and Lead Engineering Firm or a two policy approach for each of the Lead Construction Contractor and Lead Engineering Firm.</p> <p>The policy (or policies, if the two policy approach is utilized) need not be project specific. The policy (or policies, if the two policy approach is utilized) shall have a retroactive date prior to the start of any Design Work on the project.</p>

Limits	The policy (or policies, if the two policy approach is utilized) shall have a limit of at least (a) \$15,000,000 per claim and in the aggregate if the policy is Project-specific and only one policy is used, or (b) \$20,000,000 per claim and in the aggregate (combined limits) if the underlying policy is a corporate or practice policy that is not Project-specific or if two policies are used (either Project-specific or not).
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Lead Construction Contractor • Lead Engineering Firm • All other Persons performing design or engineering services for or on behalf of any Development Entity-Related Entity for the Project <p>Indemnified Parties:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties
Duration	<p>The policy shall be in place at all times from the earlier of the issuance of NTP1 and the date of financial close until the Final Acceptance Date, with full retroactive coverage effective prior to the start of any Design Work on the Project.</p> <p>Coverage shall continue until eight years after the Final Acceptance Date or the expiration of all statutes of limitation and repose applicable to the professional services performed on the project, whichever is shorter. Should a project-specific policy be utilized this requirement is subject to commercial availability.</p>

PART B – MAINTENANCE PERIOD INSURANCES

1. Property and Business Interruption Insurance	
Coverage Requirements	<p>Property insurance covering "all risks" of physical loss or damage including but not limited to terrorism, fire, lightning, explosion, collapse, wind, flood, storm, tempest, windstorm, hurricane, tornado, resulting damage from faulty workmanship or design error, and earth movement/earthquake.</p> <p>The policy shall include coverage for any Rehabilitation Work or, if not, a separate builder's risk policy covering such work shall be procured and maintained with coverages similar to those outlined herein.</p> <p>The policy shall be specific to the Project and shall contain extensions of coverage typical for a project of the nature of the Project.</p> <p>Coverage shall include, on a sub-limited basis, demolition and debris removal, soft costs, damage to existing property of the Department if caused by the Development Entity's Rehabilitation Work, and increased costs for building code compliance.</p>
Limits	<p>The policy shall have a coverage the greater of the maximum probable loss as determined by a formal maximum probable loss analysis conducted at the Development Entity's expense by a qualified, independent third party and as approved by the Department, or \$100 million; whichever is greater.</p> <p>The limit for damage to adjacent the Department property caused by Development Entity Rehabilitation Work shall be a minimum of \$2,000,000</p>
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity • Department
Duration	<p>The policy shall be in place at all times from the Substantial Completion Date until expiry of the Maintenance Period.</p>

2. Workers' Compensation and Employer's Liability Insurance	
Coverage Requirements	The workers' compensation and employer's liability insurance policy shall be kept in force as required by applicable Law. The policy coverage shall be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act and the Jones Act.
Limits	The policy shall have limits for statutory workers' compensation coverage (Coverage A) and employer's liability coverage (Coverage B) of at least \$1,000,000 for bodily injury by accident, each accident, and \$1,000,000 for bodily injury by disease, each employee.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity <p>Alternate employers by endorsement to the policy:</p> <ul style="list-style-type: none"> • Department
Duration	The policy shall be in place at all times from the Substantial Completion Date until expiry of the Maintenance Period.
3. Commercial General Liability Insurance	
Coverage Requirements	<p>The commercial general liability insurance shall be written on an occurrence basis and include, but not be limited to, coverage for premises and operations, independent contractors, personal injury, products and completed operations, broad form property damage, contractual liability and terrorism (to the extent available).</p> <p>The policy need not be project specific. The policy shall not include any endorsement or modification of the commercial general liability insurance coverage limiting the scope of coverage for liability arising from explosion, collapse, and underground property damage or for work within fifty feet of a Railroad. The policy shall include a standard separation of insureds/cross-liability clause.</p> <p>The policy shall be endorsed to amend the definition of "occurrence" regarding faulty workmanship to ensure that any "resulting damage" to the Maintenance Work caused by faulty workmanship of subcontractors is considered an occurrence and, therefore, a covered claim.</p>
Limits	The policy shall have limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate annually, aggregate applicable on a per project basis. Defense costs shall be in addition to the limit.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties

Duration	The policy shall be in place at all times from the Substantial Completion Date until expiry of the Maintenance Period. A completed operations/extended reporting period shall remain in effect for three years after the expiry of the Maintenance Period.
4. Automobile Liability Insurance	
Coverage Requirements	<p>The automobile liability insurance shall cover liability, including bodily injury or death and property damage, arising out of any auto (including owned, hired, and non-owned autos).</p> <p>The policy need not be project-specific. The policy shall be endorsed as required to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for those Contractors who will at any time transport Hazardous Materials.</p>
Limits	The policy shall have a combined single limit of at least \$1,000,000 for bodily injury and property damage.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Party • Indemnified Parties
Duration	The policy shall be in place at all times from the Substantial Completion Date until expiry of the Maintenance Period.
5. Commercial Umbrella / Excess Liability Insurance	
Coverage Requirements	<p>The umbrella / excess liability insurance shall provide coverage on a following-form basis in excess of the underlying limits of commercial general liability, automobile liability, and employer's liability.</p> <p>The policy need not be project-specific.</p>
Limits	The policy shall have a limit of at least \$50,000,000 per occurrence and in the aggregate.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties

Duration	The policy shall be in place at all times from the Substantial Completion Date until expiry of the Maintenance Period.
6. Pollution Liability Insurance	
Coverage Requirements	<p>The pollution liability insurance shall at a minimum provide coverage for all Maintenance Work and other operations at the Site, any transportation and any non-owned, off-site disposal and shall include all claims related to bodily injury, property damage (including diminution of value), and clean-up and remediation costs.</p> <p>The policy need not be project-specific. The policy may be written on either a claims-made or occurrence basis.</p> <p>The "insured versus insured" exclusion shall be modified to provide coverage for claims by the Department against the Development Entity.</p>
Limits	The policy shall have a limit of at least \$1,000,000 per claim and in the aggregate.
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • Development Entity • Each Maintenance Contractor • Each Contractor performing work at the Site <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties
Duration	<p>The policy shall be in place at all times from the Substantial Completion Date until expiry of the Maintenance Period.</p> <p>If coverage is written on a claims-made basis, coverage shall continue to be carried or an extended reporting period be in place, for a period of three years after the expiry of the Maintenance Period.</p>

7. Aviation Liability Insurance and Marine Protection & Indemnity Insurance

Coverage Requirements	<p>The Development Entity shall ensure that proper insurance is obtained and kept in effect for any work undertaken via use of aircraft (aviation liability insurance) or via barge or watercraft (marine protection & indemnity insurance).</p> <p>Should small unmanned aircraft systems (e.g., drones) be utilized during the course of the Project, the Development Entity shall evidence coverage either through a stand-alone unmanned aircraft systems policy or by endorsement (CG 24 50 or equivalent) to the commercial general liability policy.</p>
Limits	<p>Minimum limits for aviation or marine protection & indemnity insurance shall be typical for such work being undertaken on a project such as this Project. In no event shall such limits be less than \$5,000,000 per occurrence and in the aggregate for bodily injury and property damage.</p> <p>With regard to small unmanned aircraft systems, the limit of liability shall not be less than \$3,000,000 per occurrence with a \$3,000,000 annual aggregate.</p>
Insured	<p>Named Insured:</p> <ul style="list-style-type: none"> • The Development Entity to the extent directly providing the services utilizing aircraft, boats and barges or small unmanned aircraft systems • Each Maintenance Contractor to the extent directly providing the services utilizing aircraft, boats and barges or small unmanned aircraft systems • Each Contractor to the extent directly providing the services utilizing aircraft, boats and barges or small unmanned aircraft systems <p>Additional Insured:</p> <ul style="list-style-type: none"> • Department • Each Department-Related Entity • Indemnified Parties
Duration	<p>The appropriate insurance policies shall be in place at any time such services or activities are undertaken with regard to the Project.</p>

8. Railroad Protective Liability Insurance

Coverage Requirements	<p>A railroad protective liability insurance shall be kept in force as required by any Railroad in connection with Maintenance Work across, under, or adjacent to the railroad's tracks or Railroad right of way.</p>
Limits	<p>As required by each Railroad</p>
Insured	<p>Named Insured</p> <ul style="list-style-type: none"> • Railroad or other parties required by the Railroad
Duration	<p>As required by Railroad</p>

PART C – CONTRACTOR INSURANCE COVERAGES

Except to the extent a Contractor is the named insured under an equivalent Insurance Policy in Part A (D&C Period Insurances) or Part B (Maintenance Period Insurances) above, for each of the insurance policies listed below, the Development Entity or the Lead Construction Contractor shall:

- (a) provide either an owner-controlled or contractor-controlled insurance program (OCIP or CCIP) covering all Contractors working at the Site (even if an OCIP or CCIP is utilized, any contractors must still carry the below-listed insurances for off-site or uncovered activities); or
- (b) cause each of the Contractors performing the Work to carry each of the insurance policies listed below.

1. Workers' Compensation and Employer's Liability Insurance
The policy shall have limits for statutory workers compensation coverage and employer's liability limits of not less than \$500,000 each accident and \$500,000 bodily injury by disease applicable per employee and in the aggregate. If applicable, coverage shall be included for the United States Longshoremen's and Harbor Workers Act, the Federal Employers Liability Act and the Jones Act. Coverage must be maintained for the duration that the Contractor performs any of the Work.
2. Commercial General Liability Insurance
Commercial general liability insurance (CGL) with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate (aggregate limit to apply on a per project basis). Coverage shall include premises and operations, independent contractors, personal injury, products and completed operations, broad form property damage, and contractual liability. There shall be no exclusion for work within 50 feet of a railroad. Coverage must be maintained for the duration that the Contractor performs any of the Work and maintained for three years after all work is complete or the Project Agreement is terminated.
3. Automobile Liability Insurance
The policy shall have a limit of not less than \$500,000 combined single limit. Such insurance shall cover liability, including bodily injury or death and property damage, arising out of any auto (including owned, hired, and non-owned autos). Coverage must be maintained for the duration that the Contractor performs any of the Work. Such policy must be endorsed as required to include Motor Carrier Act Endorsement - Hazardous Materials Clean-up (MCS-90) and CA 9948 Pollution Liability – Broadened Coverage for Covered Autos Endorsement for those Contractors who will at any time transport Hazardous Materials.
4. Professional Liability Insurance
Professional liability insurance shall be required of any subcontractor or subconsultant performing professional services with a limit of not less than \$1,000,000 per claim and in the aggregate. Coverage must cover all work and have a retroactive date prior to the start of any work on the Project. Coverage must be maintained at any time professional services are rendered and for a period of three years thereafter.
5. Commercial Umbrella / Excess Liability Insurance

The umbrella / excess liability insurance shall provide coverage on a following-form basis in excess of the underlying limits of commercial general liability, automobile liability, and employer's liability. The policy need not be Project-specific. The minimum limits required are as follow: Contractors with contract value below \$2.0 million, a limit of \$2.0 million per occurrence/aggregate, Contractors with contract value from \$2.0 million to \$10 million, a limit of \$4.0 million, and Contractors with a contract value above \$10 million, a limit of \$9.0 million. Coverage must be maintained for the duration that the Contractor performs any of the Work and with completed operations coverage or so-called 'tail coverage' kept in effect for three years after all work is complete or the Project Agreement is terminated.

All such policies to be carried by Contractors under this section shall be endorsed to:

- (a) provide that the Department, each Department-Related Entity, the Indemnified Parties, the Development Entity, and the Lead Construction Contractor shall be additional insureds (except for workers compensation and employer's liability and professional liability) on a primary and non-contributory basis; and
- (b) include a waiver of any right of subrogation in favor of the Department, each Development-Related Entity, the Indemnified Parties and their respective Affiliates and Constituents.

Exhibit 15

MEASURES OF LIQUIDATED DAMAGES

1.1 For Late Commencement and Late Completion of Milestones

(a) Liquidated Damages for failure to achieve Substantial Completion by the Substantial Completion Deadline shall be payable by the Development Entity, with no cap on damages, in accordance with the following table:

Liquidated Damages
\$6,805 per day for each day that the Substantial Completion Date has not occurred beyond the Substantial Completion Deadline

(b) Liquidated Damages for failure to achieve Final Acceptance by the Final Acceptance Deadline shall be payable by the Development Entity, with no cap on damages, in accordance with the following table:

Liquidated Damages
\$6,805 per day for each day that Final Acceptance Date is later than the Final Acceptance Deadline

1.2 For Key Personnel- and Required Personnel-related Matters

(a) If the Development Entity fails either (i) to cause each individual filling (A) a Key Personnel position to be available (with respect to both (A) and (B) as is required under and subject to the provisions of PA Section 11.4 (Key Personnel; Required Personnel)), or (B) a Required Personnel position (in the table below) to be available, or (ii) to provide to the Department a proposed replacement that meets or exceeds (A) the Minimum Qualifications (Key Personnel), or (B) as to the Required Personnel positions in the table below, Minimum Qualifications (Required Personnel), in each case, as is required under PA Section 11.4 (Key Personnel; Required Personnel), then Liquidated Damages with respect to either such failure is as follows, which may be assessed and reassessed only once per three-month consecutive period (e.g., for the Development Entity Project Manager, if it was vacant for a six month consecutive period, there would be \$260,000 in damages):

Key Personnel Position	Liquidated Damages
Development Entity's Project Manager	\$130,000 per occurrence, with no cap on damages
Design-Build Project Manager	\$100,000 per occurrence, with no cap on damages
Lead Design Manager	\$70,000 per occurrence, with no cap on damages
Construction Manager	\$70,000 per occurrence, with no cap on damages

Quality Assurance Manager (QAM)	\$60,000 per occurrence, with no cap on damages
Financing Manager	\$90,000 per occurrence, with no cap on damages
Maintenance Manager	\$60,000 per occurrence, with no cap on damages

Required Personnel Position	Liquidated Damages
Schedule Manager	\$30,000 per occurrence, with no cap on damages
Disadvantaged Business Enterprise and On-the-Job Training Manager	\$30,000 per occurrence, with no cap on damages
Design Quality Manager	\$40,000 per occurrence, with no cap on damages
Construction Quality Manager	\$30,000 per occurrence, with no cap on damages
Maintenance Quality Manager	\$30,000 per occurrence, with no cap on damages
Public Information and Communication Manager	\$30,000 per occurrence, with no cap on damages
Environmental Compliance Manager	\$40,000 per occurrence, with no cap on damages
Hazardous Materials Manager	\$20,000 per occurrence, with no cap on damages
Natural Resource Biologist	\$20,000 per occurrence, with no cap on damages
Environmental Compliance Inspectors	\$10,000 per occurrence, with no cap on damages
Water Quality Specialist	\$20,000 per occurrence, with no cap on damages
Utility Manager	\$30,000 per occurrence, with no cap on damages
Right of Way Manager	\$40,000 per occurrence, with no cap on damages

Hydrology & Hydraulic Manager	\$30,000 per occurrence, with no cap on damages
Bicycle/Pedestrian Specialist	\$10,000 per occurrence, with no cap on damages
Traffic Control Manager	\$20,000 per occurrence, with no cap on damages
Stormwater Management/Drainage Specialist	\$20,000 per occurrence, with no cap on damages
Erosion and Sediment Control Specialist (ESCS)	\$20,000 per occurrence, with no cap on damages
Vibration and Movement Monitoring Specialist (VMMS)	\$20,000 per occurrence, with no cap on damages

(b) A further liquidated damage in the amount of \$10,000 for Key Personnel and \$1,000 for Required Personnel (identified in the table above), in each case and as applicable, will be payable from the Development Entity to the Department as to each position for each occurrence (i.e., three month period) beyond the initial three month period where any Key Personnel position or the identified Required Personnel position above is vacant or not being fulfilled in accordance with the Contract Documents as determined by the Department, in its discretion with no cap on damages. Such Liquidated Damages shall commence on the date of vacancy.

1.3 Lane Closure Rental Fees

Refer to TP Section 20.8.8.2 (Lane Closure Rental Fees) and the "Lane Closure Rental Fees" tables included in the Bridge-Specific Requirements for information as to how and when Lane Closure Rental Fees will be assessed.

Exhibit 16

FORMS OF P&P BONDS

(on following pages)

Exhibit 16A Form of Performance Bond

Exhibit 16B Form of Payment Bond

Exhibit 16A

FORM OF PERFORMANCE BOND

(Bond No. _____)

KNOW ALL BY THESE PRESENTS, That we, [_____] [Lead Construction Contractor] of [_____] [NTD: Principal's full address] as PRINCIPAL, and [_____] [NTD: surety's full legal name], as SURETY [NTD: if co-sureties, add in additional surety information], are held and firmly bound unto [_____] [Development Entity], as OBLIGEE in the full and just sum of \$[_____] [NTD: value as determined under PA Section 17.2.1 (P&P Bonds)], lawful money of the United States of America, to be paid to the OBLIGEE, or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. As used herein, "OBLIGEE" shall include the additional obligee(s) identified in the Dual Obligee Rider(s) to this Bond.

Sealed with our respective seals and dated this [___] day of [____], A.D. 202[___].

Whereas, the OBLIGEE has undertaken to contract with the Commonwealth of Pennsylvania, acting by and through the Secretary of Transportation, for the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania ("PennDOT"), to perform work necessary to design, construct, finance, and maintain the [_____] [NTD: name of Project] (the "Project"), part of the PennDOT Major Bridges Project, pursuant to that certain Public-Private Transportation Partnership Agreement to Design, Build, Finance And Maintain the PennDOT Major Bridges Project "Package One" Major Bridges P3 Project (the "Project Agreement"); and

Whereas, the above bounden PRINCIPAL has undertaken to contract with the OBLIGEE, to perform the D&C Work (as defined in the Project Agreement) with respect to the Project (the "Contract") in accordance with the requirements specified in the Project Agreement; and

WHEREAS, it was one of the conditions of the Project Agreement and the Contract that these presents should be executed, to become binding upon the date the said Project Agreement is approved for the office of Budget, by the Comptroller.

NOW, THEREFORE, the conditions of this obligation is such that if the above bounden PRINCIPAL, as contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, and its obligations thereunder, including the plans, specifications, requirements, terms, and conditions therein referred to and made a part thereof, and such alterations as may be made as therein provided for, and shall well and truly, and in a manner as set forth in such Contract, complete the D&C Work, and shall save harmless the OBLIGEE from any expense incurred through the failure of said contractor to complete the D&C Work as required thereunder, or for any damages as specified therein of said PRINCIPAL or its servants, and shall save and keep harmless the OBLIGEE against and from all losses to it from any cause whatsoever, including indemnities, liquidated damages, and termination compensation, in each case, in the manner of performing the D&C Work under the Contract (but for the avoidance of doubt, not to exceed the above penal sum); then this obligation to be void or otherwise to be and remain in full force and virtue.

Whenever the PRINCIPAL shall be declared to be in default under the Contract and is in default under the Contract, then the SURETY [or CO-SURETIES], for value received, hereby stipulate[s] and agree[s] that reasonably promptly, in no case to exceed 45 days after having received written notice of default from the OBLIGEE, SURETY [or CO-SURETIES] will notify the OBLIGEE of its intention to:

- (1) remedy the applicable default;
- (2) waive its rights to either (i) perform and complete, or (ii) to arrange for completion, or (iii) obtain a new contract and, and upon such election, then promptly remit payment to the OBLIGEE of the

full penal sum set forth herein in complete discharge and exoneration of this bond and of all the liabilities of the SURETY [or CO-SURETIES] relating to this bond;

- (3) undertake to perform and complete the D&C Work (and satisfy any other applicable payment obligations) pursuant to the Contract either through (i) itself and its own forces or if appropriate, the PRINCIPAL (provided, that the SURETY may not select the PRINCIPAL or any affiliate of the PRINCIPAL to complete any portion of the D&C Work for and on behalf of the SURETY without all OBLIGEEs' express written consent, each given in its sole discretion), or (ii) otherwise remedy the non-performance of the D&C Work under the Contract by obtaining bids or negotiating proposals from qualified contractors approved by the OBLIGEE (and PennDOT where required under the Project Agreement) for a contract (meeting the terms, conditions and requirements of the Contract) for performance and completion of the D&C Work in accordance with the terms and subject to the conditions, and covenants thereof; or
- (4) deny liability in whole or in part and notify the OBLIGEE, citing reasons therefor.

If the SURETY [or CO-SURETIES] do[es] not proceed as above with reasonable promptness (not to exceed such 45 day period), then SURETY [or CO-SURETIES] shall be in default on this bond seven days after receipt of an additional written notice from the OBLIGEE to the SURETY demanding that the SURETY [or CO-SURETIES] perform its obligations under this bond, and the OBLIGEE shall be entitled to enforce any remedy available to the OBLIGEE at law or in equity.

It is further provided that any alteration which may be made in the terms of the Contract or in the work to be done under the Contract or the giving by the OBLIGEE of any extension of time for the performance of the Contract or any other forbearance on the part of either of the OBLIGEE or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the SURETY [or CO-SURETIES] or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY [or CO-SURETIES] of any such alteration, extension, or forbearance being hereby waived.

The aggregate liability of the SURETY [OR CO-SURETIES] under this Bond, to the OBLIGEE, is limited to the penal sum of the Bond.

[/NTD: Use in case of multiple or co-sureties] The CO-SURETIES agree to empower a single representative with authority to act on behalf of all of the CO-SURETIES with respect to this bond, so that the OBLIGEE, CO-OBLIGEE[S], and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the OBLIGEE, or claimants to the CO-SURETIES and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the OBLIGEE designating a single new representative, signed by all of the CO-SURETIES. The initial representative shall be [____], and correspondence to be directed at the following address(es): [____].]

This bond shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania. Any dispute brought by the SURETY [(or CO-SURETIES)], the PRINCIPAL, or the OBLIGEE, directly relating to the rights and obligations of any of the foregoing persons or entity under this bond shall be filed, heard, and decided in the Commonwealth courts, which shall have exclusive jurisdiction and venue.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: [_____]/*NTD: Principal*

By: _____

Name: _____

Its: _____ (Seal)

Obligee: [_____]/*NTD: the Development Entity*

By: _____

Name: _____

Its: _____ (Seal)]

Surety: [_____]/*NTD: Surety*

By: _____

Name: _____

Its: _____ * (Seal)

[Co-Surety: [_____]/*NTD: Co-Surety/ies*

By: _____

Name: _____

Its: _____ * (Seal)

Attorney-in-Fact Certification: The undersigned attorney-in-fact by executing this Performance Bond certifies that he or she is licensed with the company named as surety for this Performance Bond and that to the best of his or her knowledge the said Surety [and Co-Surety/ies] is/[are each] licensed with the Pennsylvania Insurance Department.

PERFORMANCE BOND DUAL OBLIGEE RIDER (Concurrent Execution)

This Rider is executed concurrently with and shall be attached to and form a part of Performance Bond No. _____.

WHEREAS, on or about the ___ day of 2022, _____ **[Development Entity]** ("Primary Obligee"), entered into a written agreement with _____ the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania, for the design, construction, financing, and maintenance of the _____ **[Name of Project]** (the "Project Agreement") and

WHEREAS, on or about the ___ day of 2022, _____ **[Lead Construction Contractor]** ("Principal"), entered into a written agreement with the Primary Obligee for the design and construction of the Project (the "Contract") and

WHEREAS, the Primary Obligee is required by the Project Agreement to provide a performance bond naming the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and _____ as Collateral Agent to the Lenders as additional obligee under the performance bond; and

WHEREAS, Principal is required by the Contract to provide such performance bond; and

WHEREAS, Principal and _____ ("Surety") have agreed to execute and deliver this Dual Obligee Rider in conjunction with Performance Bond No. _____ (the "Performance Bond").

NOW, THEREFORE, the undersigned hereby agree to and stipulate that the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and _____ as Collateral Agent to the Lenders are added to said bond as named obligees (hereinafter referred to as Additional Obligees"), subject to the conditions set forth below:

1. All of the terms, conditions and provisions of the Performance Bond are hereby incorporated herein by this reference as if fully set forth herein. Additional Obligees shall have only such rights under the Performance Bond that Primary Obligee would have.
2. All defined terms set forth in the Performance Bond shall have the same meanings herein.
3. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Performance Bond, including especially but without limitation, the aggregate liability of Surety as described in the Performance Bond, to any or all of the Obligees (Primary Obligees and Additional Obligees), which is limited to the penal sum of the Performance Bond.
4. Except as expressly set forth in the Project Agreement, no additional obligees may be added to this Performance Bond without the express, prior, written consent of all obligees.

Except as herein modified, the Performance Bond shall be and remains in full force and effect.

[Signatures continued on following page]

IN WITNESS WHEREOF, the said PRINCIPAL, OBLIGEE, CO-OBLIGEES and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: [_____]/**Lead Construction Contractor**

By: _____

Name: _____

Its: _____ (Seal)

Obligee: [_____]/**Development Entity**

By: _____

Name: _____

Its: _____ (Seal)]

Co-Obligee: Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania

By: _____

Name: _____

Its: _____ (Seal)

Co-Obligee: [_____]/**NTD: Collateral Agent to the Lender(s)**

By: _____

Name: _____

Its: _____ (Seal)

[Co-Surety: [_____]/**NTD: Co-Surety/ies**

By: _____

Name: _____

Its: _____ * (Seal)

Attorney-in-Fact Certification: The undersigned attorney-in-fact by executing this Performance Bond Dual Obligee Rider certifies that he or she is licensed with the company named as Surety for this Performance Bond and that to the best of his or her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

Exhibit 16B

FORM OF PAYMENT BOND

(Bond No. _____)

KNOW ALL BY THESE PRESENTS, That we, [_____] *[Lead Construction Contractor]* of [_____] *[NTD: Principal's full address]* as PRINCIPAL, and [_____] *[NTD: surety's full legal name]*, as SURETY *[NTD: if co-sureties, add in additional surety information]*, are held and firmly bound unto [_____] *[Development Entity]*, as OBLIGEE in the full and just sum of \$[_____] *[NTD: value as determined under PA Section 17.2.1 (P&P Bonds)]*, lawful money of the United States of America, to be paid to the OBLIGEE, or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. As used herein, "OBLIGEE" shall include the additional obligee(s) identified in the Dual Obligee Rider(s) to this Bond.

Sealed with our respective seals and dated this [___] day of [_____], A.D. 202[___].

Whereas, the OBLIGEE has undertaken to contract with the Commonwealth of Pennsylvania, acting by and through the Secretary of Transportation, for the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania, to perform work necessary to design, construct, finance, and maintain the [_____] *[NTD: name of Project] (the "Project")*, part of the PennDOT Major Bridges Project, pursuant to that certain Public-Private Transportation Partnership Agreement to Design, Build, Finance And Maintain the PennDOT Major Bridges Project "Package One" Major Bridges P3 Project (the "Project Agreement"); and

Whereas, the above bounden PRINCIPAL has undertaken to contract with the OBLIGEE, the D&C Work with respect to the Project (the "Contract") in accordance with the requirements specified in the Project Agreement; and

WHEREAS, it was one of the conditions of the Project Agreement and the Contract that these presents should be executed, to become binding upon the date the said Project Agreement is approved for the office of Budget, by the Comptroller.

NOW, THEREFORE, the conditions of this obligation is such that if the above bounden PRINCIPAL shall and will promptly or cause to be paid in full all sums of money which may be due by contractor, for all materials furnished or labor supplied or performed in the prosecution of PRINCIPAL'S obligations under the Contract, whether or not the said material or labor entered into and became component parts of the D&C Work or improvement contemplated, and for rental of the equipment used and services rendered by public utilities in, or in connection with, the prosecution of such D&C Work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY hereby, jointly and severally, agree with the OBLIGEE herein that any individual, firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the D&C Work as provided, and any public utility which has rendered services in, or in connection with, the prosecution of such D&C Work, and which has not been paid in full therefor, may sue *assumpsit* on this Payment Bond in its own name and may prosecute the same to final judgement for such sum or sums as may be justly due to it, and have execution thereon. Provided, however, that the OBLIGEE shall not be liable for the payment of any costs or expenses of such suit.

Recovery by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20,

1967, P.L. 869, which Act, as amended from time to time, shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alteration which may be made in the terms of the Contract or in the D&C Work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the OBLIGEE of any extension of time for the performance of the Contract or any other forbearance on the part of either the OBLIGEE or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the SURETY [or co-SURETIES] or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the SURETY [or CO-SURETIES] of any such alteration, extension, or forbearance being hereby waived.

The aggregate liability of the SURETY under the Bond, to any or all of the OBLIGEEES, is limited to the penal sum of the Bond.

[/NTD: Use in case of multiple or co-sureties] The CO-SURETIES agree to empower a single representative with authority to act on behalf of all of the CO-SURETIES with respect to this bond, so that the OBLIGEE, and claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from the OBLIGEE, or claimants to the CO-SURETIES and all claims under this bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the OBLIGEE designating a single new representative, signed by all of the CO-SURETIES. The initial representative shall be [____], and correspondence to be directed at the following address(es): [____].]

This bond shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania. Any dispute brought by the SURETY [(or CO-SURETIES)], the PRINCIPAL or, the OBLIGEE, directly relating to the rights and obligations of any of the foregoing persons or entity under this bond shall be filed, heard, and decided in the Commonwealth courts, which shall have exclusive jurisdiction and venue.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: [_____]/**NTD: Lead Construction Contractor**

By: _____

Name: _____

Its: _____ (Seal)

Obligee: [_____]/**NTD: The Development Entity**

By: _____

Name: _____

Its: _____ (Seal)]

Surety: [_____]/**NTD: Surety**

By: _____

Name: _____

Its: _____ * (Seal)

[Co-Surety: [_____]/**NTD: Co-Surety/ies**

By: _____

Name: _____

Its: _____ * (Seal)

Attorney-in-Fact Certification: *The undersigned attorney-in-fact by executing this Payment Bond certifies that he or she is licensed with the company named as Surety for this Payment Bond and that to the best of his or her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

PAYMENT BOND DUAL OBLIGEE RIDER (Concurrent Execution)

This Rider is executed concurrently with and shall be attached to and form a part of Performance Bond No. _____.

WHEREAS, on or about the ___ day of 2022, _____ **[Development Entity]** ("Primary Oblige"), entered into a written agreement with _____ the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania, for the design, construction, financing, and maintenance of the _____ **[Name of Project]** (the "Project Agreement") and

WHEREAS, on or about the ___ day of 2022, _____ **[Lead Construction Contractor]** ("Principal"), entered into a written agreement with the Primary Oblige for the design and construction of the Project (the "Contract") and

WHEREAS, the Primary obligee is required by the Project Agreement to provide a performance bond naming the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and _____ as Collateral Agent to the Lenders as additional obligee under the performance bond; and

WHEREAS, Principal is required by the Contract to provide such performance bond; and

WHEREAS, Principal and _____ ("Surety") have agreed to execute and deliver this Dual Oblige Rider in conjunction with Payment Bond No. _____ (the "Payment Bond").

NOW, THEREFORE, the undersigned hereby agree to and stipulate that the Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania and _____ as Collateral Agent to the Lenders are added to said bond as named obligees (hereinafter referred to as Additional Obligees"), subject to the conditions set forth below:

1. All of the terms, conditions and provisions of the Payment Bond are hereby incorporated herein by this reference as if fully set forth herein. Additional Obligees shall have only such rights under the Payment Bond that Primary Oblige would have.
2. All defined terms set forth in the Payment Bond shall have the same meanings herein.
3. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Payment Bond, including especially but without limitation, the aggregate liability of Surety as described in the Payment Bond, to any or all of the Obligees (Primary Obligees and Additional Obligees), which is limited to the penal sum of the Payment Bond.
4. Except as expressly set forth in the Project Agreement, no additional obligees may be added to this Payment Bond without the express, prior, written consent of all obligees.

Except as herein modified, the Payment Bond shall be and remains in full force and effect.

[Signatures continued on following page]

IN WITNESS WHEREOF, the said PRINCIPAL, OBLIGEE, CO-OBLIGEES and SURETY have duly executed this Bond under seal the day and year first above written.

Principal: [_____] ***/Lead Construction Contractor***

By: _____

Name: _____

Its: _____ (Seal)

Obligee: [_____] ***/Development Entity***

By: _____

Name: _____

Its: _____ (Seal)]

Co-Obligee: Pennsylvania Department of Transportation, an agency of the Commonwealth of Pennsylvania

By: _____

Name: _____

Its: _____ (Seal)

Co-Obligee: [_____] ***/NTD: Collateral Agent to the Lender(s)***

By: _____

Name: _____

Its: _____ (Seal)

[Co-Surety: [_____] ***/NTD: Co-Surety/ies***

By: _____

Name: _____

Its: _____ * (Seal)

Attorney-in-Fact Certification: The undersigned attorney-in-fact by executing this Payment Bond Dual Obligee Rider certifies that he or she is licensed with the company named as Surety for this Payment Bond and that to the best of his or her knowledge the said Surety is licensed with the Pennsylvania Insurance Department.

Exhibit 17

LIST OF INITIAL FUNDING AGREEMENTS AND SECURITY DOCUMENTS

Initial Funding Agreements

Security Documents

Exhibit 18

**HANDBACK REQUIREMENTS RESERVE ELEMENTS
AND RESERVE FUNDING MECHANISM**

1. The Development Entity shall make deposits to the Handback Requirements Reserve Account by the last day of each Quarterly period, commencing with the first Quarterly period of the fifth full calendar year before the end of the Term, and continuing thereafter. The Development Entity may make more frequent deposits not otherwise required by this Agreement at the Development Entity's discretion.
2. The Development Entity shall make Semi-Annual deposits into the Handback Requirements Reserve Account so that by the *beginning* of each of the last four years during the Term the Handback Requirements Reserve will contain an amount equal to Handback Work Costs for the current calendar year calculated by:
 - (a) The summation across all "Elements Categories" that have a number of years stated in the "Useful Life (Total Life)" column in TP Table 23-1 (Useful and Residual Life Requirements) of the following factors, as set forth in the most recent Rehabilitation Work Plan (as it may be revised pursuant to the Handback Requirements): the estimated cost to perform the Rehabilitation Work on such Element at the end of its Useful Life multiplied by the lesser of (i) one, or (ii) a fraction the numerator of which is the average Age each such Element will have as of the end of the current calendar year and the denominator of which is the total average Useful Life thereof, plus
 - (b) The summation across all "Elements Categories" that have a number of years stated in the "Residual Life at Handback" column in TP Table 23-1 (Useful and Residual Life Requirements) of the estimated cost to perform the Rehabilitation Work on each other Element that is to be performed prior to the stated date for expiration of the Full Term in accordance with the Handback Requirements multiplied by a fraction the numerator of which is four minus the number of full calendar years until the year in which the Rehabilitation Work is scheduled to be performed pursuant to the Rehabilitation Work Schedule (as it may be revised pursuant to the Handback Requirements) and the denominator of which is four; plus
 - (c) 10% of the amounts under clauses (a) and (b) above as a contingency.
3. The Development Entity's Semi-Annual deposits in a year shall equal one-half of the amount required to be deposited in such year as described in Section 2 above, provided that if the Development Entity's aggregate actual draws during the current calendar year exceed the planned draws by more than 10%, the Development Entity shall increase its Semi-Annual deposits for the remainder of the calendar year in order to make up the excess draws.
4. In determining the amount of the Development Entity's deposits to be made in the current calendar year, the Parties shall take into account the total amount in the Handback Requirements Reserve Account at the end of the immediately preceding calendar year and the Development Entity's planned draws from the Handback Requirements Reserve Account during the current calendar year.
5. If at any time during the course of Rehabilitation Work on an Element the actual incurred costs thereof are such that the balance in the Handback Requirements Reserve Account for such Element is less than the total amount required to be funded to the Handback Requirements Reserve Account

for such Element, the Development Entity shall promptly make an additional deposit in order to fully make up the difference.

6. If after completion of and payment in full for Rehabilitation Work on an Element there remains an unused balance in the Handback Requirements Reserve Account for such Element during the Term, the unused balance shall be retained in full and reallocated and credited toward required balances in the Handback Requirements Reserve Account for other Elements.

Exhibit 19

[RESERVED]

Exhibit 20

ENVIRONMENTAL LAWS APPLICABLE TO PROJECT

Section A: Pennsylvania Statutes, Constitution

Section B: Pennsylvania Regulations

Section C: Federal Statutes and Regulations

SECTION A
PENNSYLVANIA STATUTES

1. Act Relating to Abandoned Mines, Act of May 7, 1935, 52 Pa. Stat. §§ 809 et seq., as amended;
2. Act Relating to Black Powder, Act of May 31, 1974, 73 Pa. Stat. §§ 169 et seq., as amended;
3. Act Relating to Camp Regulation, Act of Nov. 10, 1959, 35 Pa. Stat. §§ 3001 et seq., as amended;
4. Act Relating to Cave-in or Subsidence of Surface Above Mines, Act of July 2, 1937, 52 Pa. Stat. §§ 1407 et seq., as amended;
5. Act Relating to Caving-in, Collapse, Subsidence, Act of May 27, 1921, 52 Pa. Stat. §§ 661 et seq., as amended;
6. Act Relating to Coal Land Improvement, Act of July 19, 1965, 52 Pa. Stat. § § 30.101 et seq., as amended;
7. Act Relating to Coal Mine Subsidence Insurance Fund, Act of Aug. 23, 1961, 52 Pa. Stat. §§ 3201 et seq., as amended;
8. Act Relating to Coal Stripping, Act of June 18, 1941, 52 Pa. Stat. §§ 1471 et seq., as amended;
9. Act Relating to Coal Under State Lands, Act of July 18, 1935, 52 Pa. Stat. §§ 1501 et seq., as amended;
10. Act Relating to Control and Drainage of Water from Coal Formations, Act of July 7, 1955, 52 Pa. Stat. §§ 682 et seq., as amended;
11. Act Relating to Delaware River Pollution, Act of Apr. 19, 1945, 32 Pa. Stat. §§ 815.31 et seq., as amended;
12. Act Relating to Discharge of Coal into Banks of Streams, Act of June 27, 1913, 52 Pa. Stat. §§ 631 et seq., as amended;
13. Act Relating to Excavation and Demolition, Act of Dec. 10, 1974, 73 Pa. Stat. §§ 176 et seq., as amended;
14. Act Relating to Explosives, Act of July 1, 1937, 73 Pa. Stat. §§ 151 et seq., as amended;
15. Act Relating to Explosives, Act of July 10, 1957, 73 Pa. Stat. §§ 164 et seq., as amended;
16. Act Relating to Flood Control, Act of Aug. 7, 1936, 32 Pa. Stat. §§ 653 et seq., as amended;
17. Act Relating to General Safety, Act of May 18, 1937, 43 Pa. Stat. §§ 25-1 et seq., as amended;
18. Act Relating to Hazardous Materials Transport, Act of June 30, 1984, 75 Pa. C.S.A. §§ 8301 et seq., as amended;
19. Act Relating to Junkyards along Highways, Act of July 28, 1966, 36 Pa. Stat. § § 2719.1 et seq., as amended;
20. Act Relating to Land Use, Act of Jan. 13, 1966, 16 Pa. Stat. § § 11941 et seq., as amended;
21. Act Relating to Maps and Plans, Act of June 15, 1911, 52 Pa. Stat. §§ 823, as amended;

22. Act Relating to Mine Fires and Subsidence, Act of April 3, 1968, 52 Pa. Stat. §§ 30.201 et seq., as amended;
23. Act Relating to Mining Safety Zones, Act of Dec. 22, 1959, 52 Pa. Stat. §§ 3101 et seq., as amended;
24. Act Relating to Noise Pollution, Act of June 2, 1988, 35 Pa. Stat. §§ 4501 et seq., as amended;
25. Act Relating to Pollution Control Devices, Act of Aug. 31, 1971, 72 Pa. Stat. § § 7602.1 et seq., as amended;
26. Act Relating to Pollution From Abandoned Mines, Act of Dec. 15, 1965, 35 Pa. Stat. §§ 760.1 et seq., as amended;
27. Act Relating to Potomac River Pollution, Act of Apr. 28, 1961, 32 Pa. Stat. § § 741 et seq., as amended;
28. Act Relating to Preservation and Acquisition of Land for Open Space Uses, Act of Jan. 19, 1968, 32 Pa. Stat. §§ 5001 et seq., as amended.;
29. Retail Food Facility Safety, Act of January 24, 2011, 3 Pa. C.S.A. § 5701 et seq., as amended;
30. Act Relating to Schuylkill River Pollution, Act of Apr. 19, 1945, 32 Pa. Stat. §§ 815.31 et seq., as amended;
31. Act Relating to Stream Clearance, Act of June 5, 1947, 32 Pa. Stat. §§ 701 et seq., as amended;
32. Act Relating to Water Power and Water Supply Permits, Act of June 14, 1923, 32 Pa. Stat. §§ 591 et seq., as amended;
33. Act Relating to Weather Modification, Act of Jan. 19, 1968, 3 Pa. Stat. § § 1101 et seq. as amended;
34. Administrative Code of April 9, 1929, 71 Pa. Stat. §§ 194, 510-1 et seq., as amended;
35. Agricultural Liming Material Act of March 17, 1978, 3 Pa. Stat. §§ 132-1 et seq., as amended;
36. Air Pollution Control Act of Jan. 8, 1960, 35 Pa. Stat. §§ 4001 et seq., as amended;
37. Anthracite Strip Mining and Conservation Act of June 27, 1947, 52 Pa. Stat. § § 681.1 et seq., as amended;
38. The Bituminous Mine Subsidence and Land Conservation Act of Apr. 27, 1966, 52 Pa. Stat. §§ 1406.1 et seq., as amended;
39. Bluff Recession and Setback Act of May 9, 1980, 32 Pa. Stat. §§ 5201 et seq., as amended;
40. Brandywine River Valley Compact Act of Sept. 9, 1959, 32 Pa. Stat. §§ 818 et seq., as amended;
41. Cave Protection Act of Nov. 21, 1990, 32 Pa. Stat. §§ 5601 et seq., as amended;
42. Chesapeake Bay Commission Agreement, Act of June 25, 1985, 32 Pa. Stat. §§ 820.11 et seq., as amended;
43. The Clean Streams Law of June 22, 1937, 35 Pa. Stat. §§ 691.1 et seq., as amended;
44. Coal and Gas Resource Coordination Act of Dec. 18, 1984, 58 Pa. Stat. §§ 501 et seq., as amended;
45. Bituminous Coal Mine Act of July 7, 2008, 52 Pa. Stat. §§ 690-101 et seq., as amended;

46. Coal Refuse Disposal Control Act of September 24, 1968, 52 Pa. Stat. §§ 30.51 et seq., as amended;
47. Conservation and Natural Resources Act of June 28, 1995, 71 Pa. Stat. §§ 1340.101 et seq., as amended;
48. Conservation District Law, Act of May 15, 1945, 3 Pa. Stat. §§ 849 et seq., as amended;
49. The Crimes Code, Act of Dec. 6, 1972, 18 Pa. C.S.A. §§ 101 et seq., as amended;
50. Dam Safety and Encroachments Act of Nov. 26, 1978, 32 Pa. Stat. §§ 693.1 et seq. as amended;
51. Delaware River Basin Compact, Act of July 7, 1961, 32 Pa. Stat. § § 815.101 et seq., as amended;
52. Fish and Boat Code, Act of October 16, 1980, 30 Pa. C.S.A. §§ 101 et seq., as amended;
53. Flood Plain Management Act of Oct. 4, 1978, section 302 and 402, 32 Pa. Stat. §§ 679.101 et seq.;
54. The Game and Wildlife Code, Act of July 8, 1986, 34 Pa. C.S.A. §§ 101 et seq., as amended;
55. Great Lakes Protection Fund Act of June 6, 1989, 32 Pa. Stat. §§ 817.11 et seq., as amended;
56. Hazardous Material Emergency Planning and Response Act of Dec. 7, 1990, 35 Pa. Stat. §§ 6022.101 et seq., as amended;
57. Hazardous Sites Cleanup Act of Oct. 18, 1988, 35 Pa. Stat. §§ 6020.101 et seq., as amended;
58. Highway Vegetation Control Act of Dec. 20, 1983, 36 Pa. Stat. §§ 2720.1 et seq., as amended;
59. History Code, Act of May 26, 1988, 37 Pa. C.S.A. §§ 101 et seq., as amended;
60. Interstate Mining Compact, Act of May 5, 1966, 52 Pa. Stat. §§ 3251 et seq., as amended;
61. Land Recycling and Environmental Remediation Standards Act of May 19, 1995, 35 Pa. Stat. §§ 6026.101 et seq., as amended;
62. Land and Water Conservation and Reclamation Act of Jan. 19, 1968, 32 Pa. Stat. §§ 5101 et seq., as amended;
63. Low-Level Radioactive Waste Disposal Act of February 9, 1988, 35 Pa. Stat. §§ 7130.101 et seq.;
64. Noncoal Surface Mining Conservation and Reclamation Act of Dec. 19, 1984, 52 Pa. Stat. §§ 3301 et seq., as amended;
65. Controlled Plants and Noxious Weeds, Act of December 29, 2017, 3 Pa. C.S.A. § 1501 et seq., as amended;
66. Nutrient Management and Odor Management, Act of July 6, 2005, 3 Pa. C.S.A. §§ P. III, Ch. 32 § 3201 et seq., as amended;
67. Ohio River Valley Water Sanitation Compact, Act of Apr. 2, 1945, 32 Pa. Stat. §§ 816.1 et seq., as amended;
68. Oil and Gas, Utilization, Development, Act of Feb. 14, 2012, 58 Pa. C.S.A., Pt. III, Ch. 32 § 3201 et seq., as amended;
69. Oil and Gas Conservation Law, Act of July 25, 1961, 58 Pa. Stat. §§ 401 et seq., as amended;

70. Oil Spill Responder Liability Act of June 11, 1992, 35 Pa. Stat. §§ 6023.1 et seq., as amended;
71. Pennsylvania Anthracite Coal Mine Act of Nov. 10, 1965, 52 Pa. Stat. §§70-101 et seq., as amended;
72. Pennsylvania Appalachian Trail Act of Apr. 28, 1978, 64 Pa. Stat. §§ 801 et seq., as amended;
73. Pennsylvania Bituminous Coal Mine Safety Act of July 7, 2008, 52 Pa. Stat. §§ 690-101 et seq., as amended;
74. Fertilizer, Act of July 11, 2022, 3 Pa. C.S.A. §§ 6801 et seq., as amended;
75. Pennsylvania Occupational Disease Act of June 21, 1939, 77 Pa. Stat. §§ 1201 et seq., as amended;
76. Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974, 3 Pa. Stat. §§ 111.21 et seq., as amended;
77. Pennsylvania Safe Drinking Water Act of May 1, 1984, 35 Pa. Stat §§ 721.1 et seq., as amended;
78. Pennsylvania Scenic Rivers Act of Dec. 5, 1972, 32 Pa. Stat. §§ 820.21 et seq., as amended;
79. Pennsylvania Sewage Facilities Act of Jan. 24, 1966, 35 Pa. Stat. §§ 750.1 et seq., as amended;
80. Pennsylvania Solid Waste Management Act of July 7, 1980, 35 Pa. Stat. §§ 6018.101 et seq., as amended;
81. Pennsylvania Solid Waste-Resource Recovery Development Act of July 20, 1974, 35 Pa. Stat. §§ 755.1 et seq., as amended;
82. Pennsylvania Used Oil Recycling Act of Apr. 9, 1982, 58 Pa. Stat. §§ 471 et seq., as amended;
83. Pennsylvania Workmen's Compensation Act of June 2, 1915, 77 Pa. Stat. §§ 1 et seq., as amended;
84. Phosphate Detergent Act of July 5, 1989, 35 Pa. Stat. §§ 722.1 et seq., as amended;
85. Plant Pest Act of Dec. 16, 1992, 3 Pa. Stat. §§ 258.1 et seq.;
86. Plumbing System Lead Ban and Notification Act of July 6, 1989, 35 Pa. Stat. §§ 723.1 et seq., as amended;
87. Project 70 Land Acquisition and Borrowing Act of June 22, 1964, 72 Pa. Stat. §§ 3946.1 et seq., as amended;
88. The Public Bathing Law, Act of June 23, 1931, 35 Pa. Stat. §§ 672 et seq., as amended;
89. Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992, 35 Pa. Stat. §§ 752.1 et seq., as amended;
90. Radiation Protection Act of July 10, 1984, 35 Pa. Stat. §§ 7110.101 et seq., as amended;
91. Rails to Trails Act of Dec. 17, 1990, 32 Pa. Stat. §§ 5611 et seq.;
92. Seasonal Farm Labor Act of June 23, 1978, 43 Pa. Stat. §§ 1301.101 et seq., as amended;
93. Sewage System Cleaner Control Act of May 28, 1992, 35 Pa. Stat. §§ 770.1 et seq., as amended;

94. Sewage Treatment Plant and Waterworks Operators' Certification Act of Nov. 18, 1968, 63 Pa. Stat. §§ 1004 et seq., as amended;
95. Infrastructure Development Act of 1966, 73 Pa. Stat. § 393.21 et seq., as amended;
96. Snowmobile Law, Act of June 17, 1976, 75 Pa. C.S.A. §§ 7701 et seq., as amended;
97. State Highway Law, Act of June 1, 1945, 36 Pa. Stat. §§ 670-101 et seq., as amended;
98. Storage Tank and Spill Prevention Act of July 6, 1989, 35 Pa. Stat. §§ 6021.101 et seq., as amended;
99. Storm Water Management Act of Oct. 4, 1978, 32 Pa. Stat. §§ 680.1 et seq., as amended;
100. Surface Mining Conservation and Reclamation Act of May 31, 1945, 52 Pa. Stat. §§ 1396.1 et seq., as amended;
101. Susquehanna River Basin Compact, Act of July 17, 1968, 32 Pa. Stat. §§ 820.1 et seq., as amended;
102. Vehicle Code, Act of June 17, 1976, 75 Pa. C.S.A. §§ 101 et seq., as amended;
103. Water Power and Water Supply Act of June 14, 1923, 32 Pa. Stat. § 597, as amended;
104. Water Well Drillers License Act of May 29, 1956, 32 Pa. Stat. §§ 645.1 et seq., as amended;
105. Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of Aug. 2, 1967, 32 Pa. Stat. §§ 819.1 et seq., as amended;
106. Wild Resource Conservation Act of June 23, 1982, 32 Pa. Stat. §§ 5301 et seq., as amended; and
107. Article 1, Section 27 of the Pennsylvania Constitution.

SECTION B
PENNSYLVANIA REGULATIONS

Pursuant to the above statutes, regulations are promulgated by Commonwealth agencies and are published in the Pennsylvania Code (Pa. Code). The following are the sections of the Pa. Code that are assigned to the following Commonwealth agencies:

1. Pennsylvania Department of Environmental Protection—Title 25 of the Pa. Code;
2. Pennsylvania Department of Conservation and Natural Resources—Title 17 of the Pa. Code;
3. Pennsylvania Department of Transportation—Title 67 of the Pa. Code;
4. Pennsylvania Department of Labor and Industry—Title 34 of the Pa. Code;
5. Pennsylvania Department of Agriculture—Title 7 of the Pa. Code;
6. Pennsylvania Historical and Museum Commission—Title 46 of the Pa. Code;
7. Public Utility Commission—Title 52 of the Pa. Code;
8. Pennsylvania Fish and Boat Commission—Title 58, Part II of the Pa. Code;
9. Pennsylvania Game Commission—Title 58, Part III of the Pa. Code; and
10. Delaware River Basin Commission—Title 25, Part IV of the Pa. Code.

SECTION C
FEDERAL STATUTES AND REGULATIONS

1. Abandoned Mine Reclamation Act of 1990, 30 U.S.C. §§ 1231 et seq.
2. Acid Precipitation Act of 1980, 42 U.S.C. §§ 8901-8905, 8911, 8912.
3. Act to Prevent Pollution from Ships, 33 U.S.C. §§ 1901-1915, as amended. 40 C.F.R. Part 122.
4. Agricultural Act of 1970, 16 U.S.C. §§ 1501-1510.
5. Airport and Airway Development Act of 1970, 49 U.S.C. §§ 1701-1703, 1711-1727.
6. Anadromous Fish Conservation Act, 16 U.S.C. §§ 757a-757g et seq., as amended.
7. Appalachian Regional Development Act of 1965, 40 app. §1, 2, 101-109, 201-208, 211-214, 221-225, 226, 301-304, 401-405, as amended.
8. Asbestos Hazard Emergency Response Act of 1986 (See Toxic Substances Control Act, Sections 201-214 (15 U.S.C. §§ 2641-2654)).
9. Atomic Energy Act of 1954, 42 U.S.C. §§ 2011 et seq., as amended; 10 C.F.R. Parts 1, 2, 4, 10, 15, 19, 20, 21, 25, 26, 30-36, 39, 40, 50, 52-55, 60-62, 70-76, 95, 100,110, 150, 171, 605, 707, 710, 730, 760, 768, 770-777, 779, 782, 785-791, 799, 810, 820, 862, 960, 962, 1004, 1009, 1017, 1046, 1047; 32 C.F.R. Part 518; 37 C.F.R. Part 5; 40 C.F.R. Parts 23, 191, 192; 48 C.F.R. Parts 901, 910, 912, 917, 919-933, 935-937, 942-945, 949-952.
10. Aviation Safety and Noise Abatement Act of 1979, 49 App. U.S.C. §§ 47501 et seq., as amended.
11. Bankhead-Jones Farm Tenant Act, 7 U.S.C. §§ 1000 et seq., as amended.
12. Clean Air Act 42 U.S.C. §§ 7401 et seq., as amended. 40 C.F.R. Parts 2, 6, 9, 15, 22, 23, 30, 31, 34, 35, 40, 42, 45, 46, 50, 51, 52, 55, 56, 57, 58, 60, 61, 62, 63, 65, 67, 69, 70, 72-74, 76-78, 80, 81, 82, 85, 86, 87, 88, 89, 90, 93, 122-124, 144, 145, 233, 270, 271, 450, 600, 613, 771, 1500, 1503-1507; 10 C.F.R. Parts 101, 201; 14 C.F.R. Parts 34, 1216; 18 C.F.R. Part 101, 201; 19 C.F.R. Part 12; 23 C.F.R. Part 450; 29 C.F.R. Part 24.
13. Clean Vessel Act of 1992, Pub. L. 102-587, Title V, 106 Stat. 5086.
14. Coastal Wetlands Planning, Protection and Restoration Act, 16 U.S.C. §§ 3951-3956.
15. Coastal Zone Management Act of 1972, 16 U.S.C. §§ 1451-1464, as amended.
16. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C. §§ 9601 et seq., as amended. 40 C.F.R. Parts 9, 51, 279, 300.
17. Department of Transportation Act, 49 U.S.C. §§ 503, 20302, 20304, 20305, 20701-20703, 20901, 20902, 21302, as amended.
18. Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001 et seq., as amended. 40 C.F.R. Part 17.
19. Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, as amended.

20. Energy Supply and Environmental Coordination Act of 1974, 15 U.S.C. §§ 791-798, as amended. 10 C.F.R. Parts 303, 305. 18 C.F.R. Parts 157, 270, 271, 275, 290, 292.
21. Environmental Quality Improvement Act of 1970, 42 U.S.C. §§ 4371-4375, as amended. 40 C.F.R. Parts 1500-1508, 1515.
22. Federal Agriculture Improvement and Reform Act of 1996, 7 U.S.C. §§ 1932, 2204f, 3224, 3319d, 2279c, 1101, 7201-7491.
23. Federal Aid in Fish Restoration Act (of 1950), 16 U.S.C. §§ 777 et seq., as amended. 43 C.F.R. Part 17. *Note: also known as "Fish Restoration and Management Projects Act" and the "Dingell-Johnson Sport Fish Restoration Act".*
24. Federal Facility Compliance Act of 1992, Pub. L. 102-386, 106 Stat. 1505.
25. Federal-Aid Highway Act, 23 U.S.C.A. §§101 et seq., as amended.
26. Federal Aid in Wildlife Restoration Act, 16 U.S.C. §§ 669, 669a-669i, as amended.
27. Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136-136y, as amended. 19 C.F.R. Part 12; 29 C.F.R. Part 1440; 40 C.F.R. Parts 2, 16, 23, 30-32, 34, 35, 152, 153, 155-158, 160, 162, 166, 168, 169, 170-173.
28. Federal Land Policy and Management Act of 1976, 43 U.S.C. §§ 1701-1785, as amended. 7 C.F.R. Part 1; 36 C.F.R. Parts 222, 242, 251, 254; 43 C.F.R. Parts 37, 1600, 1820, 1860, 1880, 2090, 2200, 2210, 2300, 2540, 2710, 2740, 2800, 2810, 2910, 2920, 3000, 3110, 3120, 3130, 3140, 3150, 3160, 3200, 3400, 3410, 3420, 3430, 3450, 3460, 3470, 3500, 3510, 3520, 3530, 3540, 3550, 3560, 3570, 3580, 3590, 3730, 3800, 3830, 4100, 4200, 4300, 4700, 5000, 8000, 8200, 8300, 8340, 8350, 8360, 8370, 8560, 9180, 9210, 9260.
29. Federal Power Act, 16 U.S.C. §§ 791a et seq., as amended; 10 C.F.R. Part 205; 18 C.F.R. Parts 1b, 2, 3, 4, 6, 8, 9, 11, 12, 16, 20, 24, 32-35, 45, 46, 101, 116, 125, 131, 141, 154, 225, 290, 292, 294, 375, 381, 385; 33 C.F.R. Parts 208, 209, 221, 222.
30. Federal Water Project Recreation Act, 16 U.S.C. §§ 4601-5, 4601-12 to -21, 662, as amended. 36 C.F.R. Part 297; 43 C.F.R. Part 17.
31. Fish and Game Sanctuary Act, 16 U.S.C. §§ 694-694b.
32. Fish and Wildlife Act of 1956, 15 U.S.C. §§ 713c-3; 16 U.C.S.A. §§ 742a-742j, as amended. 30 C.F.R. Part 773; 33 C.F.R. Part 209; 43 C.F.R. Parts 17, 21; 50 C.F.R. Parts 25-33, 70, 71; 16 U.S.C. §§ 742a – 742j; 50 C.F.R. Parts 10, 19, 20, 36, 217, 250, 251, 260.
33. Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-666c, as amended. 30 C.F.R. Part 773; 33 C.F.R. Part 209; 43 C.F.R. Parts 17, 21; 50 C.F.R. Parts 25-33, 70, 71.
34. Flood Control, 33 U.S.C. §§ 701 et seq., as amended; 7 C.F.R. Parts 622, 624, 654; 33 C.F.R. Parts 208, 222.
35. Fishermen's Protective Act of 1967 (Pelly Amendment), 22 U.S.C. §§ 1971 – 1980, as amended; 22 C.F.R. Part 33; 50 C.F.R. Part 611
36. Food Quality Protection Act of 1996, 7 U.S.C. §§ 136-136y.

37. Forest and Rangeland Renewable Resources Planning Act of 1974, 16 U.S.C. §§ 1600-1614, as amended.
38. Forest Ecosystems and Atmospheric Pollution Control Act of 1988, 16 U.S.C. § 1641.
39. Game and Wildlife Act, 16 U.S.C. §§ 141 b, 715d-1, 715d-3, 715e, 715e-1, 715k-1, 715s, 718b – 718e, as amended.
40. Geothermal Energy Research, Development, and Demonstration Act of 1974 (GERDDA), 30 U.S.C. §§ 1101, 1102, 1121-1126, 1141-1144, 1161-1164, as amended.
41. Global Climate Protection Act of 1987, 15 U.S.C. § 2901, as amended.
42. Hazardous Material Transportation Act, 46 U.S.C. § 170; 49 U.S.C. §§ 103, 104, 106; 49 App. §§ 1471, 1472, 1801- 1819, as amended.
43. Hazardous Substance Response Revenue Act of 1980, 26 U.S.C. §§ 4611, 4612, 4661, 4662.
44. Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101-5127, as amended.
45. Hazardous Materials Transportation Uniform Safety Act of 1990, 49 App. §§ 1801-1819, 2509.
46. Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 §§70901-52.
47. Intermodal Surface Transportation Efficiency Act of 1991 (see Transportation Equity Act of the 21st Century (TEA 21)).
48. Lacey Act Amendments of 1981 16 U.S.C. §§ 3371 et seq., as amended.
49. Land and Water Conservation Fund Act of 1965, 16 U.S.C. §§460d, 460l-4 – 460l-11, as amended.
50. Lead-Based Paint Exposure Reduction Act, 15 U.S.C. §§ 2681-2692.
51. Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4801, 4811, 4821, 4822, 4831, 4841-4843, as amended.
52. Lead Contamination Control Act of 1988, 42 U.S.C. §§ 201 note, 247b-1, 300j-4, 300j-21 to -26.
53. Low-Level Radioactive Waste Policy Amendments Act of 1985, 42 U.S.C. §§ 2021b-2021j, as amended.
54. Magnuson-Stevens Fisheries Conservation and Management Act, 16 U.S.C. §§ 1801 et seq., as amended.
55. Marine Protection, Research and Sanctuaries Act of 1972, 33 U.S.C. §§ 1401-1445, as amended.
56. Migratory Bird Conservation Act, 16 U.S.C. §§ 715-715r, as amended.
57. Migratory Bird Treaty Act, 16 U.S.C. §§703-708, 709a, 710, 711.
58. Mining and Mineral Resources Research Institutes Act, 30 U.S.C. 1221-1230.
59. Multiple-Use Sustained-Yield Act of 1960, 16 U.S.C. §§ 475, 528, 531, as amended.
60. National Climate Program Act, 15 U.S.C. §§ 2901-2908, as amended.

61. National Coastal Monitoring Act, 33 U.S.C. §§ 2801-2805.
62. National Contaminated Sediment Assessment and Management Act, 33 U.S.C. §§ 1271.
63. National Emission Standards Act, 42 U.S.C. §§7521-7550, as amended.
64. National Energy Conservation Policy Act, Pub. L. 95-619, 92 Stat. 306, as amended.
65. National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321, 4331-4335, 4341-4347, as amended.
66. National Invasive Species Act of 1996, 16 U.S.C. §§ 4701-4751.
67. National Ocean Pollution Planning Act of 1978, 33 U.S.C. §§ 1701-1709, as amended.
68. National Trails System Act, 16 U.S.C. §§ 1241-1249, as amended.
69. National Wildlife Refuge System Administration Act of 1966, 16 U.S.C. §§ 668dd, 668ee, 715s, as amended.
70. Noise Control Act of 1972, 42 U.S.C. §§ 4901-4918.
71. Nuclear Waste Policy Act of 1982, 42 U.S.C. §§ 10101 -1 0270, as amended.
72. Oil Pollution Act, 1961, 33 U.S.C. §§ 1001-1015, as amended.
73. Oil Pollution Act of 1990, 33 U.S.C. §§ 2701-2761, as amended.
74. Organotin Antifouling Paint Control Act of 1988, 33 U.S.C. §§ 2401-2410, as amended.
75. Outer Continental Shelf Lands Act Amendments of 1978, 43 U.S.C. §§ 1801-1866, as amended.
76. Pollution Prevention Act of 1990, 42 U.S.C. §§ 13101-13109.
77. Public Health Service Act, 42 U.S.C. §§ 300f-300j-11.
78. Radon Gas and Indoor Air Quality Research Act of 1986, 42 U.S.C. § 7401.
79. Recreation Use of Conservation Areas Act, 16 U.S.C. § 560k.
80. Refuse Act of 1899, 33 U.S.C. §§ 401 et seq., as amended.
81. Renewable Resources extension Act of 1978, 16 U.S.C. §§ 1671-1676 as amended.
82. Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6991.
83. River and Harbor Act of 1958, 33 U.S.C. §610 as amended.
84. Safe Drinking Water Act (see Public Health Service Act Sections 1401-1451 (42 U.S.C. §§ 300f - 300j-11, as amended)).
85. Shore Protection Act of 1988, 33 U.S.C. §§2601-2609, 2622, 2623.
86. Soil and Water Resources Conservation Act of 1977, 16 U.S.C. §§ 2001-2009, as amended.
87. Soil Conservation and Domestic Allotment Act, 16 U.S.C. §§ 590a et seq., as amended

88. Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as amended.
89. Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. §§ 1201 et seq., as amended.
90. Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, as amended.
91. Transportation Equity Act of the 21st Century (TEA 21), Pub. L. 105-178, 112 Stat. 107, as amended.
92. Travel and Transportation Reform Act of 1998, 5 U.S.C. §§ 5701 et seq.
93. United States Public Vessel Medical Waste Anti-Dumping Act of 1988, 33 U.S.C. §§ 2501-2504.
94. Uranium Mill Tailings Radiation Control Act of 1978, 42 U.S.C. §§ 7901 - 7942.
95. Water Bank Act, 16 U.S.C. §§ 1301-1311, as amended.
96. Water Pollution Prevention and Control Act, 33 U.S.C. §§ 1251 et seq., as amended. *Commonly known as the Clean Water Act*; 14 C.F.R. Part 1204; 40 C.F.R. Parts 7, 9, 15, 30 - 32, 34, 104, 108, 110, 113, 116, 117, 122, 124, 125, 129, 130, 131 - 133, 136, 144, 145, 270, 271, 401, 403, 405 - 413, 415, 417 - 429, 436, 440, 443, 446, 447, 454, 457-460, 501, 503.
97. Water Resources Research Act of 1984, 42 U.S.C. §§ 10301-10309.
98. Water Resources Development Act of 1996, 33 U.S.C. §§ 467-467j.
99. Watershed Protection and Flood Prevention Act, 16 U.S.C. §§ 1001-1008; 33 U.S.C. § 701 b.
100. Wetlands Loan Act, 16 U.S.C. §§ 715k-3-715k-5, as amended.
101. Wilderness Act, 16 U.S.C. §§ 1331-1336, as amended.
102. Wood Residue Utilization Act of 1980, 16 U.S.C. §§ 1681-1687.

Exhibit 21

EXTRA WORK COSTS, DELAY COSTS, AND CHANGE IN COSTS SPECIFICATIONS

1. EXTRA WORK COSTS

The Department shall compensate the Development Entity for amounts due for Extra Work Costs in one or more of the manners set forth in PA Section 14.4.1 (*Payment for Extra Work Costs and Delay Costs*). In each instance where Extra Work Costs are payable to the Development Entity, the amount of such Extra Work Costs shall be determined based upon either (a) negotiation by the Parties of an agreed upon sum, or (b) force account, pending resolution of any Dispute or during negotiation of a Change Order further to a Directive Letter.

"Extra Work Costs" shall mean the incremental increase in the following costs of the Development Entity directly attributable to Extra Work, which shall be calculated pursuant to this PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

1.1 Negotiated Sum

1.1.1 Negotiated sum Extra Work Costs shall be agreed upon by the Parties based on estimated costs of:

1.1.1.1 Labor;

1.1.1.2 Material;

1.1.1.3 Equipment;

1.1.1.4 Third party fees and charges (e.g., permit fees, plan check fees, review fees and charges);

1.1.1.5 Extra insurance costs and extra costs of bonds and letters of credit;

1.1.1.6 Other direct costs; and

1.1.1.7 A reasonable contingency for the Development Entity risk associated with the lump sum pricing.

1.1.2 Negotiated sum Extra Work Costs also shall include a reasonable negotiated markup for Contractor indirect costs, overhead and profit and the Development Entity indirect costs and overhead. The negotiated sum shall not include any home office overhead of the Development Entity or its Contractors or any markup on Contractor or the Development Entity direct or indirect costs for the Development Entity profit. Such indirect costs shall exclude cost of funds (whether debt or equity), and Lender charges, damages and penalties, which are not allowable as Extra Work Costs.

1.1.3 The price of a negotiated sum for Extra Work Costs shall be based on the original allocations of pricing to comparable activities, materials and equipment, as indicated in the Package Proposal SOV and other sources of original pricing information (such as the Financial Model in effect on the date the event giving rise to the applicable Extra Costs occurred), whenever possible. If requested by the Department, price negotiations for negotiated sum Extra Work Costs shall be on an Open Book Basis.

1.1.4 In pricing any negotiated sum for Extra Work Costs, the Development Entity shall include sales or use taxes only on such portion of the Extra Work Costs that does not qualify for exemption under applicable Law.

1.2 Force Account

When Extra Work Costs are determined on a force account basis under the Project Agreement, the Development Entity will be compensated for the direct costs of labor, materials and equipment used in performing the Extra Work, plus markup for indirect costs, overhead and profit. The direct costs of labor, materials and equipment shall be determined as set forth in Sections 1.2.1 below ("Labor"), 1.2.2 below ("Materials"), and 1.2.3 below ("Equipment Rental"), respectively. Markup for overhead and profit shall be determined as set forth in Section 1.2.4 below ("Costs of Delay, Indirect Costs, Overhead and Profit").

1.2.1 Labor

1.2.1.1 Extra Work Costs shall include the cost of labor for workers used in the actual and direct performance of the Extra Work. Workers include foremen actually engaged in the performance of the Extra Work. Workers do not include Project supervisory personnel or necessary on-site clerical staff, except when the Extra Work is a Controlling Work Item and the performance of such Extra Work actually delays Work on the Critical Path due to no fault of the Development Entity. In such a case, compensation for Project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spend on the Extra Work. In no case shall an officer or director of the Development Entity, an Affiliate or any Contractor, nor those persons who own more than one percent of the Development Entity, an Affiliate or any Contractor, be considered as Project supervisory personnel, direct labor or foremen hereunder.

1.2.1.2 For workers who are not Project supervisory personnel, the cost of labor whether the employer is the Development Entity, an Affiliate or a Contractor, will be the sum of the following,

(a) Actual wages

The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.

(b) Labor Surcharge

A labor surcharge added to the actual wages as set forth in Section 1.2.1.2(a) above. The labor surcharge shall be as set forth in the Blue Book, which is in effect on the date upon which the Extra Work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by Commonwealth and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Section 1.2.1.2(a) above and subsistence and travel allowance as specified in Section 1.2.1.2(c) below.

(c) Subsistence and Travel Allowance

The actual subsistence and travel allowance paid to the workers (provided that such allowances must satisfy any Commonwealth limitations with respect to reimbursement of such costs to contractors and vendors of the Commonwealth).

1.2.2 Materials

1.2.2.1 Department Furnished Materials

The Department reserves the right to furnish any materials it deems advisable and the Development Entity shall have no claim for costs and markup on those materials.

1.2.2.2 The Development Entity-Furnished Materials

Only materials furnished by the Development Entity and necessarily used in the performance of the Extra Work may be included in Extra Work Costs. The cost of those materials will be the cost to the purchaser — whether the purchaser is the Development Entity, an Affiliate, or a Contractor — from the Supplier thereof, except as the following are applicable,

(a) Discounts

If a cash or trade discount by the actual Supplier is offered or available to the purchaser, it shall be credited to the Department notwithstanding the fact that the discount may not have been taken.

(b) Non-direct Purchases

If materials are procured by the purchaser by any method which is not a direct purchase from a direct billing by the actual Supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual Supplier as determined by the Department plus the actual costs, if any, incurred in the handling of the materials.

(c) Purchaser-supplied Materials

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on contract items or the current wholesale price for those materials delivered to the Site, whichever price is lower.

(d) Excessive Costs

If the cost of the materials is, in the opinion of the Department, excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the Site, less any discounts as provided in Section 1.2.2.2(a) above.

(e) Evidence of Cost

If the Development Entity does not furnish satisfactory evidence of the cost of the materials from the actual Supplier thereof within 60 days after the date of delivery of the materials or within 15 days after the acceptance of the contract with the Supplier, whichever occurs first, the Department reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the Extra Work, less any discounts as provided Section 1.2.2.2(a) above.

1.2.3 Equipment Rental

1.2.3.1 General Equipment Rental Provisions

(a) Extra Work Costs for the use of equipment shall be determined at the rental rates listed for that equipment in the current edition and appropriate volume of the Blue Book as published by EquipmentWatch®, which is in effect on the date upon which the Extra Work is accomplished, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Development Entity or any Contractor, provided that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Blue Book and which are rented from a local equipment agency, other than the Development Entity-owned or Affiliate-owned, Extra Work Costs for use of the equipment shall be determined at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 1.2.3.2 below ("Equipment on the Site"). If a minimum equipment rental amount is required by the local equipment rental agency, Extra Work Costs shall be determined at the actual amount charged. The \$10 figure shall be adjusted annually on July 1 of each year of the Term by the percentage increase, if any, in the CPI since the previous July 1.

(b) If the Department concurs that it is necessary to use equipment not listed in the Blue Book, a suitable rental rate for that equipment will be established by the Department. The Development Entity may furnish any cost data which might assist the Department in the establishment of the rental rate. If the rental rate established by the Department is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply. The \$10 figure shall be adjusted annually on July 1 of each year of the Term by the percentage increase if any, in the CPI since the previous July 1.

(c) The rental rates as provided above shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

(d) The cost of labor for operators of rented equipment shall be determined as provided in Section 1.2.1 above ("Labor").

(e) For costs of equipment to be eligible for Extra Work Costs, the equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

(f) Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(g) Extra Work Costs exclude the costs of small tools. Individual pieces of equipment or tools not listed in the Blue Book and having a replacement value of \$500 or less, regardless of whether consumed by use, shall be considered to be small tools ineligible for Extra Work Cost compensation. The \$500 figure shall be adjusted annually on July 1 of each year of the Term by the percentage increase, if any, in the CPI since the previous July 1.

(h) Rental time will not be allowed while equipment is inoperative due to breakdowns.

1.2.3.2 Equipment on the Site

(a) The rental time to be included in Extra Work Costs for equipment on the Site shall be the time the equipment is in operation on the Extra Work being performed, and in addition, shall include the time required to move the equipment to the location of the Extra Work and return the equipment to the original location or to another location requiring no more time than that required to return the equipment to its original location, except that moving time is not includable in Extra Work Costs if the equipment is used at the site of the Extra Work on other than the Extra Work. Loading and transporting costs will be allowed, in lieu of moving time when the equipment is moved by means other than its own power, except that no loading and transporting costs will be allowed if the equipment is used at the site of the Extra Work on other than the Extra Work.

(b) The following shall be used in computing the rental time of equipment on the Site.

(1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5 hour of operation.

(2) When daily rates are listed, less than 4 hours of operation shall be considered to be 0.5 day of operation.

1.2.3.3 Equipment Not on the Site

For the use of equipment moved onto the Site from elsewhere to perform Extra Work and used exclusively for Extra Work, the force account Extra Work Costs shall be determined at the rental rates listed in the Blue Book, which is in effect on the date upon which the Extra Work is accomplished, or at the Department's election determined as provided in Section 1.2.3.1 above ("General Equipment Rental Provisions") and at the cost of transporting the equipment to the location of the Extra Work and its return to its original location, all in accordance with the following provisions.

(a) The original location of the equipment to be hauled to the location of the Extra Work shall be subject to the Department's prior approval.

(b) The Extra Work Costs will include the costs of loading and unloading the equipment.

(c) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.

(d) The rental period shall begin at the time the equipment is unloaded at the site of the Extra Work, shall include each day that the equipment is at the site of the Extra Work, excluding Saturdays, Sundays and Holidays unless the equipment is used to perform the Extra Work on those days, and shall terminate at the end of the day on which the use of the equipment ceases. The rental time per day allowable as Extra Work Costs will be in accordance with the following.

(1) Hours includable in Extra Work Costs shall be determined as follows:

Hours Equipment is in Operation	Hours Includable in Extra Work Costs
0	4

Hours Equipment is in Operation	Hours Includable in Extra Work Costs
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8
Over 8 hours in operation	

(2) The hours includable in Extra Work Costs for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

(3) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 0.5 hour of operation.

(4) When daily rates are listed, 0.5 day will be includable in Extra Work Costs if the equipment is not used. If the equipment is used one day is includable in Extra Work Costs.

(5) The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

(e) Should the Development Entity desire the return of the equipment to a location other than its original location, the Department will pay the cost of

transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the Extra Work.

(f) Costs of transporting, and loading and unloading equipment as above provided, will not be allowed as Extra Work Costs if the equipment is used in any way in addition to or other than upon Extra Work accounted for on a force account basis.

1.2.3.4 Owner-Operated Equipment

When owner-operated equipment is used to perform Extra Work, the force account Extra Work Costs for the equipment and operator shall be determined as follows:

(a) Extra Work Costs for the equipment will be determined in accordance with Section 1.2.3.1 above ("General Equipment Rental Provisions");

(b) Extra Work Costs for labor and subsistence or travel allowance will be determined at the rates paid by the Development Entity to other workers operating similar equipment already on the Site or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, regardless of whether the owner operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with Section 1.2.1.2(b) above ("Labor Surcharge"); and

(c) To the direct cost of equipment rental and labor, computed as provided herein, there will be added the markups for equipment rental and labor as provided in Section 1.2.4.1 below ("Overhead and Profit").

1.2.3.5 Dump Truck Rental

Dump truck rental shall conform to the provisions in Section 1.2.3.1 above ("General Equipment Rental Provisions"), Section 1.2.3.2 above ("Equipment on the Site") and Section 1.2.3.3 above ("Equipment Not on the Site") except as follows:

(a) Force account Extra Work Costs for fully maintained and operated rental dump trucks used in the performance of Extra Work shall be determined at the same hourly rate paid by the Development Entity for use of fully maintained and operated rental dump trucks in performing the Work;

(b) In the absence of Work requiring dump truck rental, the Department will establish an hourly rental rate for determining the Extra Work Costs of fully maintained and operated rental dump trucks. The Development Entity shall provide the Department with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks;

(c) The provisions in Section 1.2.1 above ("Labor") shall not apply to operators of rented dump trucks;

(d) The rental rates listed for dump trucks in the Blue Book shall not apply;

(e) To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup in accordance with Section 1.2.4 below ("Costs of Delay, Indirect Costs Overhead and Profit"); and

(f) The provisions in Section 1.2.3.4 above ("Owner Operated Equipment") shall not apply to dump truck rentals.

1.2.4 Costs of Delay, Indirect Costs, Overhead and Profit

1.2.4.1 Contractor Markups for Delay, Indirect Costs, Overhead and Profit

(a) To the total direct costs of a Contractor's labor, materials, and equipment other than rented dump trucks, there will be added a markup of 30 percent to the Contractor's cost of labor; 15 percent to the Contractor's cost of materials, and 5 percent to the Contractor's cost of equipment. To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of 12 percent; there will be no separate markup for labor. These markups shall constitute full compensation for all the Contractor's costs of delay, indirect costs, overhead costs, and profit associated with the Extra Work, which shall be deemed to include all expense items not specifically designated as direct costs of labor in Section 1.2.1 above, materials in Section 1.2.2 above and equipment in Section 1.2.3 above. Such expense items include third party fees and charges (e.g., permit fees, plan check fees, review fees and charges, extra insurance costs, and extra costs of bonds and letters of credit). Such expense items exclude cost of funds (whether debt or equity), and Lender charges, damages, and penalties, which are not allowable as Extra Work Costs.

(b) The Department will not pay any markup for the Lead Construction Contractor or any other prime Contractor where it subcontracts labor, materials or equipment for Extra Work to a Contractor at a tier lower than the Lead Construction Contractor or other prime Contractor. However, payment to the Lead Construction Contractor or other prime Contractor for a markup on such subcontracted Extra Work may be obtained from the Development Entity (see Section 1.2.4.2(a) below).

1.2.4.2 The Development Entity Markups for Delay, Indirect Costs and Overhead

(a) The Department will pay the Development Entity, for distribution as the Development Entity deems appropriate, a five percent markup on the total direct costs of labor, materials, and equipment for the Extra Work performed by a Contractor at any tier (but before any Contractor markups thereon).

(b) There will be added a markup of 30 percent to the total direct cost of the Development Entity's own labor, 15 percent to the total direct cost of the Development Entity's own materials; and 5 percent to the total direct cost of the Development Entity's own rental of equipment. To the total of the rental costs paid directly by the Development Entity for fully maintained and operated dump trucks, including labor, there will be added a markup of 12 percent; there will be no separate markup for labor.

(c) These markups shall constitute the full compensation for all the Development Entity's costs of delay, indirect costs and overhead costs associated with the Extra Work, which shall be deemed to include all expense items not specifically designated as direct costs of labor in Section 1.2.1 above, materials in Section 1.2.2 above, and equipment in Section 1.2.3 above. Such expense items include third party fees and charges (e.g., permit fees, plan check fees, review fees and charges, extra insurance costs, and extra costs of bonds and letters of credit). Such expense items exclude cost of funds (whether

debt or equity), and Lender charges, damages and penalties, which are not allowable as Extra Work Costs.

(d) There shall be paid no markup on the total or any portion of the direct or indirect costs of the Development Entity or its Contractors for the Development Entity profit.

1.2.4.3 No Charge or Markup for Home Office Overhead

There shall be no home office overhead added for the Development Entity or any of its Contractors.

1.2.5 Affiliate Extra Work Costs

1.2.5.1 The direct costs of an Affiliate's labor, materials, and equipment used in performing Extra Work shall be limited in accordance with PA Section 11.5 (*Contracts with Affiliates*).

1.2.5.2 If an employee or worker of an Affiliate engages in work or tasks that duplicate or repeat work or tasks being performed by an employee or worker of the Development Entity, then none of the Affiliate's labor costs respecting the duplicated or repeated work or tasks shall be allowed as Extra Work Costs.

1.2.6 Subcontractor Extra Work Costs

There will be added a markup of five percent to the total direct cost of each Subcontractor.

2. DELAY COSTS

"Delay Costs" shall mean the Development Entity's additional costs due to a delay from a Relief Event Delay calculated in accordance with this PA Exhibit 21 (*Extra Work Costs, Delay Costs, and Change in Costs Specifications*).

Delay Costs shall be determined as follows:

2.1 Direct Cost of Idle Labor

Compensation for the direct cost of the actual idle time of labor will be determined in the same manner as provided in Section 1.2.1 above; provided, however, that no Delay Costs for idle time of labor shall be payable unless such idled labor cannot be used at other locations for the benefit of the Project during such period of delay.

2.2 Direct Cost of Idle Equipment

Compensation for the direct cost of the actual idle time of equipment will be determined in the same manner as determinations are made for force account Extra Work Costs for equipment used in the performance of Extra Work, as provided in Section 1.2.3 above, and with the exceptions set forth in Sections 2.2.1-2.2.5 below. Notwithstanding the foregoing, compensation for the cost of the idle time of equipment will be available only (a) with respect to equipment located on the Site at the time of the subject delay, and (b) for periods of delay during which such idled equipment cannot be used at other locations for the benefit of the Project.

2.2.1 The Delay Costs for idled leased or rented equipment shall be the actual leased or rented rate of such equipment for the duration of the subject delay.

2.2.2 The Delay Costs for materials storage shall be the actual invoiced costs of such storage for the duration of the subject delay.

2.2.3 The Delay Costs for owned equipment will be determined for the actual normal working time during which the delay condition exists, but in no case will exceed eight hours in any one day; and

2.2.4 The Delay Costs for owned equipment will be determined for the calendar days excluding Saturdays, Sundays and Holidays, during the existence of the delay, except that when Extra Work Costs for rental of equipment are accruing under the provisions in Section 1.2.3.3, Delay Costs shall not include equipment rental costs for equipment not located on the Site.

2.2.5 If the Department determines that idle equipment should not remain on the Site during a delay, then the Department will pay the actual, reasonable costs, without markup, to (a) demobilize the equipment during the delay period, and (b) remobilize the equipment at the end of the delay period. Compensation for idle equipment will not be paid while the subject equipment is demobilized from the Site during a delay period.

2.3. Percentage Mark-Up

In the case of a Relief Event Delay with a related Compensation Event, Delay Costs shall include the following percentage markups for the direct costs of idle labor and equipment related to such Compensation Event (but in event for any indirect costs, expenses, or lost profits):

2.3.1 The percentage markups for the direct costs of a Contractor's labor and equipment set forth in Section 1.2.4.1(a) as applied to the Contractor's costs of idle time of labor and equipment as determined under Sections 2.1 and 2.2; and

2.3.2 The percentage markups for the direct costs of the Development Entity's labor and equipment set forth in Section 1.2.4.2(b) as applied to the Development Entity's costs of idle time of labor and equipment as determined under Sections 2.1. There shall be no added markup to the Development Entity's or any Contractor's cost of idle time of labor and equipment for the Development Entity profit.

2.3.3 Such markups exclude cost of funds (whether debt or equity) and Lender charges, damages and penalties, which are not allowable as Delay Costs.

2.4 Home Office Idled Labor and Equipment

There shall be no home office costs of idled labor or idled equipment added for the Development Entity or any of its Contractors.

3. LIMITATIONS ON EXTRA WORK COSTS; DELAY COSTS; AND CHANGE IN COSTS

Extra Work Costs, Delay Costs, Change in Costs attributable to a Compensation Event shall:

3.1 Exclude (a) third party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships, in each case to the extent that such costs would not be reimbursed to an employee of the Department in the regular course of business, and (b) unallowable costs under the following provisions of the federal Contract Cost Principles, 48 C.F.R. § 31.205: § 31.205-8 (contributions or donations), § 31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits), § 31.205-14

(entertainment costs), § 31.205-15 (fines, penalties, and mischarging costs), § 31.205-27 (organization costs), § 31.205-34 (recruitment costs), § 31.205-35 (relocation costs), § 31.205-43 (trade, business, technical and professional activity costs), § 31.205-44 (training and education costs), and § 31.205-47 (costs related to legal and other proceedings);

3.2 Exclude amounts paid or to be paid to Affiliates in excess of the pricing the Development Entity could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor;

3.3 Exclude those costs incurred in asserting, pursuing, or enforcing any Compensation Event or Dispute;

3.4 Be reduced by any savings in costs resulting from the Compensation Event;

3.5 Exclude costs for any rejected Work that failed to meet the requirements of the Contract Documents and any necessary remedial Work;

3.6 Exclude any amount on account of federal, Commonwealth, or local income Taxes;

3.7 Exclude any costs incurred by the Development Entity or any Contractors on account of charges or expenses due to (a) the business organization existence or maintenance of its business of any Development Entity-Related Entity, or (b) labor or employment matters as a result of any Change in Law.

3.8 Exclude any Insurance Proceeds available to the Development Entity including deductibles or deemed to be self-insured by the Development Entity under PA Article 17 (*Insurance; Performance Security; Indemnity*), with respect to cost impacts of the Compensation Event;

3.9 Be subject to the Development Entity's obligation to mitigate under PA Section 14.6.5.1 (*Limitations on Delay Costs*);

3.10 To the extent applicable and not further restricted pursuant to the foregoing, otherwise be allowable, allocable, and reasonable in accordance with the cost principles and procedures of 48 C.F.R. Part 31; and

3.11 Be limited as set forth in the body of the Project Agreement.

4. CHANGE IN COSTS

In connection with a Compensation Event (or, as relates to Department-Caused Delays, a Relief Event), the Development Entity, in addition to any Delay Costs or Extra Work Costs (but subject to the double counting restriction under PA Section 25.14.2 (*Construction and Interpretation of the Contract Documents*)), will also be entitled to claim compensation for changes to certain Project costs set forth in Sections 4.1-4.5 below (collectively, "Change in Costs"). Nothing in this Section 4 shall be construed to limit the prohibition on double counting under PA Section 25.14.2 (*Construction and Interpretation of the Contract Documents*).

4.1 Compliance Costs

Actual and reasonable costs to comply with the requirements of any Change Order, Directive Letter, or Compensation Event resulting from a Financial Model Update (to include the actual and reasonable costs of preparation of design and estimates, including reasonable additional professional services fees).

4.2 Debt Financing Costs

Actual and reasonable costs to the Development Entity to use Project Debt to finance the additional costs of any Compensation Event, including commitment fees, capital costs, interest, and hedging costs, and otherwise any financing pending receipt of payment by the Department, to include the actual and reasonable costs to ensure continued compliance with existing financing documents (e.g., obtaining consents, continuing disclosure, etc.).

4.3 Insurance Costs

The actual and reasonable costs to the Development Entity to extend or reinstate in insurance as a result of any claim made under insurance policies placed pursuant to the Project Agreement as a result of a Compensation Event, to include the increase of any deductible or increase in premium under any such insurance policy.

4.4 Increased Maintenance and Lifecycle Costs

Actual, unavoidable, incremental, and reasonable costs to the Development Entity to maintain the Project (including all Maintenance Work) or to implement the lifecycle program (including all Rehabilitation Work and Handback Work Costs) then in place as of the date of the Compensation Event or Change Order.

4.5 Equity IRR

Any amounts needed to pay the Development Entity a "make-whole" to ensure the Equity IRR is maintained.