

**AMENDMENT NO. 6 TO THE COMPREHENSIVE AGREEMENT RELATING TO
THE I-77 HOT LANES PROJECT**

This AMENDMENT NO. 6 TO THE COMPREHENSIVE AGREEMENT RELATING TO THE I-77 HOT LANES PROJECT (this "Amendment") is made and entered into as of October 4, 2016, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, a department of the State of North Carolina ("NCDOT"), and I-77 MOBILITY PARTNERS LLC, a Delaware limited liability company ("Developer").

RECITALS

WHEREAS, NCDOT and Developer entered into the Comprehensive Agreement Relating to the I-77 HOT Lanes Project, dated as of June 26, 2014, as amended (the "Comprehensive Agreement") pursuant to which NCDOT granted to Developer the exclusive right, and Developer accepted the obligation, to finance, develop, design, construct, operate and maintain the Project, and to toll the HOT Lanes in accordance with the CA Documents; and

WHEREAS, NCDOT and Developer desire to amend their respective rights and obligations under the Comprehensive Agreement, on the terms set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Each capitalized term used and not otherwise defined herein shall have the respective meanings assigned to such term in the Comprehensive Agreement.

2. Purpose and Intent of Amendment. The purpose and intent of this Amendment is as follows:

(a) Developer is responsible for performing the O&M Work, construction oversight and Project administration and support for the Project in accordance with the Comprehensive Agreement, including obtaining and securing maintenance facilities to support such O&M Work, construction oversight and Project administration and support;

(b) NCDOT is responsible for establishing, administering, and operating a Customer Service Center for the Project in accordance with the Comprehensive Agreement;

(c) To provide a cost-effective solution for NCDOT and the Project, the Parties desire to have Developer, at Developer's sole cost and expense, design, construct, operate and maintain a building ("I-77 HOT Lanes Building") as part of the Project for the Parties' use in performing their respective obligations related to the O&M Work, construction oversight, Project administration and support and Customer Service Center, in accordance with the terms and conditions of this Amendment; and

(d) NCDOT finds that it is in the public's interest for the I-77 HOT Lanes Building and related improvements to be constructed on property owned by NCDOT and to be part of the Project, and for NCDOT to own and have fee simple title and interest to the I-77 HOT Lanes Building and related improvements.

3. Building D&C Work.

(a) Developer, at its sole cost and expense, shall design and construct the I-77 HOT Lanes Building ("Building D&C Work"), including, but not limited to, all parking lots, access roads, fencing and other site improvements serving the I-77 HOT Lanes Building, as more fully described in Attachment A of this Amendment ("Building Technical Provisions"), and shall obtain all Governmental Approvals relating to the Building D&C Work. Further, as part of the Building D&C Work, Developer, at its sole cost and expense, shall furnish and equip the I-77 HOT Lanes Building, except for those furnishings and equipment specified in Section 1.1.4 of the Building Technical Provisions as being provided by NCDOT ("NCDOT-Furnished Equipment"). The Building D&C Work shall be part of the Work and subject to the applicable terms and conditions of the Comprehensive Agreement, except to the extent modified or provided otherwise in this Amendment.

(b) Developer shall perform the Building D&C Work in accordance with the building and site plan submitted by Developer ("Building and Site Plan") in accordance with the Building Technical Provisions. The Building and Site Plan shall, at a minimum, show improvements that conform to (i) the Building ROW limits included in the Building Technical Provisions and (ii) all applicable Laws and Governmental Approvals required by Governmental Entities, including all applicable building codes, permits and approvals, as well as the American with Disabilities Act.

(c) The D&C Work shall be deemed to have been substantially completed ("Building Substantial Completion") when (i) the D&C Work has been completed in accordance with the Building Technical Provisions, subject only to a list of items which remains to be completed after Building Substantial Completion, the existence, correction and completion of which will have no material or adverse effect on the normal and safe use and operation of the I-77 HOT Lanes Building as contemplated in this Amendment ("Building Punch List") and (ii) all required inspections and Governmental Approvals, including a certificate of occupancy, necessary to permit the occupancy of the I-77 HOT Lanes Building for the uses contemplated in this Amendment have been performed and obtained.

(d) Developer shall achieve Building Substantial Completion no later than 90 days prior to commencement of tolling on any portion of the Project. Developer shall complete the Building Punch List of: (i) the Shared Space and NCDOT Space no later than 60 days after Building Substantial Completion and (ii) the Developer Space no later than 180 days after Building Substantial Completion. The Developer shall no later than 30 days prior to Building Substantial Completion provide access to the NCDOT Space to NCDOT and NCDOT's contractors for the purpose of preparation of the NCDOT Space for operations. NCDOT shall not conduct operations in the NCDOT Space until a certificate of occupancy is issued.

(e) Following Building Substantial Completion, Developer shall not make, or permit to be made, any alterations, modifications, additions, decorations or improvements to the Building D&C Work that materially impact the structural, mechanical or electrical elements of the I-77 HOT Lanes Building, unless permitted or required under the Building Technical Provisions or approved in advance by NCDOT.

4. Building O&M Work.

(a) Until the expiration or earlier termination of the License Term, Developer, at its sole cost and expense, shall operate and maintain the I-77 HOT Lanes Building ("Building O&M Work"), as more fully described in the Building Technical Provisions. The Building O&M Work shall be part of the Work and subject to the applicable terms and conditions of the Comprehensive Agreement, except to the extent modified or provided otherwise in this Amendment.

(b) Until the expiration or earlier termination of the License Term, Developer, at its sole cost and expense, shall provide and pay for all utilities serving the I-77 HOT Lanes Building and related improvements, including water, sanitary sewer, electricity, communications services (e.g., telephone, television and internet) and gas.

5. Fee Interest. NCDOT shall hold fee simple title and interest in the land upon which the I-77 HOT Lanes Building is constructed ("Building ROW"), and following Building Substantial Completion, NCDOT shall have sole ownership of the I-77 HOT Lanes Building and related improvements. The Building ROW shall be part of the Project Right of Way and subject to the applicable terms and conditions of the Comprehensive Agreement, except to the extent modified or provided otherwise in this Amendment. NCDOT grants to Developer a right of access to the Building ROW for purpose of exercising and performing Developer's rights and obligations under this Amendment.

6. License.

(a) As of the date of this Amendment and subject to the terms of this Amendment, NCDOT grants to Developer, and Developer hereby accepts from NCDOT: (i) an exclusive, revocable license to use and occupy a portion of the I-77 HOT Lanes Building and parking lot in the areas depicted in the Building and Site Plan provided pursuant to the Building Technical Provisions ("Developer Space") and (ii) a non-exclusive, revocable license to use and occupy a shared portion of the I-77 HOT Lanes Building and parking lot in the areas depicted in the Building and Site Plan provided pursuant to the Building Technical Provisions ("Shared Space"), collectively (the "License"). The Parties shall coordinate and cooperate with respect to the use and occupancy of the Shared Space. Developer may allow access to the Developer Space and Shared Space to its Contractors, consultants, advisors, vendors, legal counsel, representatives, employees, guests and invitees for the uses permitted under this Agreement.

(b) Any remaining portions not designated as Developer Space or Shared Space shall be for the exclusive use and occupancy of NCDOT ("NCDOT Space") as a Customer Service Center and related administrative office support for the Project. NCDOT may allow access to the

NCDOT Space and Shared Space to its contractors, consultants, advisors, vendors, legal counsel, representatives, employees, guests and invitees for the uses permitted under this Agreement.

(c) Access to the NCDOT Space by the Developer, Contractors and their respective employees, guests and invitees shall be restricted and limited to those areas, functions and times described in the Building Technical Provisions. All such employees, guests and invitees shall comply with screening, security and safety requirements and procedures as may be required by NCDOT.

(d) The term of the License ("License Term") shall commence upon the date of Building Substantial Completion and end on the last day of the Term of the Comprehensive Agreement, unless terminated earlier in accordance with this Amendment.

7. Uses.

(a) NCDOT shall use and occupy the NCDOT Space and Shared Space solely for the purposes of establishing, administering and operating a Customer Service Center for the Project and other tolled facilities in the State.

(b) Developer shall use and occupy the Developer Space and Shared Space solely for the purposes of supporting the O&M Work, construction oversight and Project administration and support to be performed by Developer for the Project. Developer shall only allow its Contractors, consultants, advisors, vendors, legal counsel, representatives, employees, guests and invitees to use and occupy the Developer Space and Shared Space, and shall not lease, rent or charge any fee for such use and occupancy.

(c) Notwithstanding anything to the contrary in this Amendment, Developer shall not use or occupy, or permit its Contractors, consultants, advisors, vendors, legal counsel, representatives, employees, guests and invitees to use or occupy, the I-77 HOT Lanes Building or Building ROW for any of the following purposes:

(i) Storage of salt, sand, explosives, fuel or Hazardous Materials, except that Developer may temporarily store the materials in amounts identified in Attachment B at the maintenance and operation areas specified in the Building and Site Plan and in containers to ensure compliance with applicable Laws;

(ii) Construction staging, except for (A) staging related to construction or improvements related to the I-77 HOT Lanes Building or (B) staging related to the performance of Routine Maintenance and minor Renewal Work;

(iii) Operation of an asphalt or concrete plant;

(iv) Advertising, sale of goods or services or other commercial activities unrelated to the O&M Work, construction oversight and Project administration;

- (v) Refueling of vehicles; provided, however, that the refueling from portable containers of maintenance equipment and generators needed for the performance of the O&M Work are allowed;
- (vi) Any use or occupancy that creates or poses a safety hazard;
- (vii) Any use or occupancy that is in violation of applicable Law;
- (viii) Any use or occupancy that increases the liability of NCDOT under the CA Documents; or
- (ix) Any use or occupancy that is not directly related to supporting the O&M Work, construction oversight or Project administration and support to be performed by Developer for the Project.

8. Insurance; Liens.

(a) To the extent not covered by Developer's existing insurance policies obtained for the Project, Developer shall obtain and maintain separate builder's risk and property insurance covering the I-77 HOT Lanes Building and related improvements on a replacement cost basis for the full insurable value and in compliance with the insurance requirements set forth in the CA Documents, including naming NCDOT as a named insured to such policies.

(b) Developer shall not permit any mechanic's, materialman's or other liens arising out of the Building D&C Work or Building O&M Work to be filed against the I-77 HOT Lanes Building or Building ROW. If any such mechanic's, materialman's or other lien is filed, then Developer, at its sole cost and expense, shall remove same within ten (10) days after receiving notice.

9. Rights and Obligations Upon Termination.

(a) Except as provided in Section 9(b), in the event NCDOT terminates the Comprehensive Agreement, including this Amendment, pursuant to Article 19 of the Comprehensive Agreement after Building Substantial Completion, then the value of the Developer's Interest in the License shall be considered in determining the Termination Compensation owed (if any) to Developer pursuant to Exhibit 15 of the Comprehensive Agreement.

(b) If NCDOT elects to terminate the License, but not the Comprehensive Agreement, for any reason, including to construct future interchange improvements that differ notably from the design shown in Attachment H of the Building Technical Provisions - Future Ramp & Loop for Y-2 (Vance Road) and such re-design renders the I-77 HOT Lanes Building unusable, then NCDOT shall provide six hundred (600) days advance written notice to Developer prior to termination of the License. In the event that the License is terminated pursuant to this Section 9(b), NCDOT shall reimburse Developer for costs associated with the construction of the I-77 HOT Lanes Building, adjusted by a percentage equal to the percentage increase in the CPI between

the CPI for the month that the construction began to the CPI for the month of the effective date of the termination of the License.

(c) No earlier than four (4) years after commencement of the License Term, Developer may terminate the License by providing at least three hundred (300) days advance written notice to NCDOT. Such written notice shall specify the date upon which Developer will surrender, vacate and hand back the Developer Space. Subject to the Developer's obligations under Section 9(f) of this Amendment, Developer shall have no further obligations with respect to the Building O&M Work under this Amendment upon termination of the License pursuant to this Section 9(c). Further, NCDOT shall have no liability to Developer based upon a termination of the License pursuant to this Section 9(c), including no liability for Termination Compensation.

(d) If a material Developer Nonperformance occurs and Developer fails to cure such material Developer Nonperformance within 90 days after receiving notice from NCDOT of such Developer Nonperformance, then NCDOT may terminate the License and Developer shall surrender and vacate the Developer Space within the time period specified by NCDOT. Further, NCDOT shall have no liability to Developer based upon a termination of the License pursuant to this Section 9(d), including no liability for Termination Compensation.

(e) Notwithstanding anything to the contrary in the CA Documents, NCDOT shall have no liability to Developer for any costs, damages or claims arising out of or relating to this Amendment, and Developer waives any rights against NCDOT for such costs, damages or claims arising out of or relating to this Amendment, if NCDOT terminates the Comprehensive Agreement, including this Amendment, pursuant to Article 19 of the Comprehensive Agreement prior to Building Substantial Completion.

(f) Upon expiration or earlier termination of the License Term, Developer shall, at its sole cost and expense and within the time period specified by NCDOT, surrender, vacate and hand back the Developer Space in the condition described in the Building Technical Provisions.

(g) In no event shall the expiration or earlier termination of the License Term release Developer from its obligations to obtain and secure maintenance facilities to support the O&M Work in accordance with the CA Documents.

10. Rights and Remedies for Developer Nonperformance.

(a) Notwithstanding anything in the CA Documents to the contrary, Developer shall not be assessed Noncompliance Points or liquidated damages or determined to have committed a Developer Default under the Comprehensive Agreement as a result of a breach of or failure to comply with or perform its obligations under this Amendment, and NCDOT's rights and remedies in lieu of such Noncompliance Points, Liquidated Damages or Developer Default shall be as set forth in this Section 10.

(b) In the event Developer breaches or fails to comply with or perform its obligations under this Amendment ("Developer Nonperformance"), NCDOT shall be entitled to: (i) take action to remedy such Developer Nonperformance and recover against Developer NCDOT Recoverable Costs incurred as a result of such remedial action if such Developer Nonperformance

is not cured within 45 days of receiving written notice from NCDOT of such Developer Nonperformance; (ii) recover any other damages against Developer available at Law if such Developer Nonperformance is not cured within 45 days of receiving written notice from NCDOT of such Developer Nonperformance; and (iii) terminate the License due to a Developer Nonperformance pursuant to Section 9(d) of this Amendment.

(c) If a Developer Nonperformance or other circumstance beyond the control of NCDOT adversely and materially impacts NCDOT's ability to perform its obligations to provide those ETC Services under the CA Documents that are performed at or impacted by the I-77 HOT Lanes Building, then NCDOT shall be excused from performing such obligations that are adversely and materially impacted until such Developer Nonperformance or other circumstance is remedied or ceases to exist, and NCDOT shall not be liable to Developer under the CA Documents as a result of such adverse impacts, including the assessment of CCH/CSC Noncompliance Points and liquidated damages under Exhibit 18 of the Comprehensive Agreement; provided that NCDOT shall exercise reasonable efforts to mitigate such impacts.

(d) If a circumstance beyond the control of Developer adversely and materially impacts Developer's ability to perform its obligations under this Amendment, then Developer shall be excused from performing such obligations that are adversely and materially impacted until such circumstance is remedied or ceases to exist, and Developer shall not be liable to NCDOT under this Amendment; provided that Developer shall exercise reasonable efforts to mitigate such impacts.

11. No Liability for Damage, Theft, Injury, etc. NCDOT shall have no liability to Developer, and Developer waives all claims against NCDOT, for any cost, damage, injury or loss within the I-77 HOT Lanes Building or Building ROW from any cause whatsoever, including, without limitation, (a) water leakage of any character from the roof, walls, basement, fire sprinklers, appliances, air conditioning or plumbing; (b) gas, fire, explosion, defect in construction or any other malfunction; (c) theft, injury, or vandalism or (d) the acts or omissions of other guests, invitees or visitors.


12. No Modification or Waiver. This Amendment is limited to the matters set forth herein and shall not constitute a modification or waiver of any other provision, right or obligation under the Comprehensive Agreement.

13. Counterparts. This Amendment 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 document.

[Signature Page Follows]

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

**NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

By: 
Scott Cole
Authorized Representative

I-77 MOBILITY PARTNERS LLC

By: 
Javier Tamargo
Authorized Representative

Attachment A

Building Technical Provisions

[see attached]

-- STATE OF NORTH CAROLINA--
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.



**TECHNICAL PROVISIONS FOR
I-77 HOT LANES BUILDING AT
W.T. HARRIS BLVD AT I-485
INTERCHANGE**

TIP I-3311C, I-5405, I-4750AA

DRAFT July 29, 2016



CONTRACT ID: C 203406
WBS ELEMENT NO. 45454.3.P3S1
FEDERAL-AID NO. NHPF-077-1(216)
COUNTY: Mecklenburg and Iredell Counties
ROUTE NO. I-77 and I-277
LOCATION: I-77 from I-277 to Exit 36, and I-277 from I-77 to Exit 3A/B
TYPE OF WORK: PUBLIC PRIVATE PARTNERSHIP FOR I-77 HOT LANES AS SPECIFIED
IN THE CA DOCUMENTS

Table of Contents

Table of Contents	i
1 TECHNICAL PROVISIONS FOR I-77 HOT LANES BUILDING.....	1
1.1 Design and Construction Requirements	1
1.1.1 NCDOT Building and Site Plan Requirements.....	1
1.1.2 Developer Deliverables:	4
1.1.3 Department of Administration- State Construction Office Requirements.....	4
1.1.4 NCDOT Responsibilities	5
1.2 Operations and Maintenance Requirements	6
1.3 Off Site Improvements Related to I-77 HOT Lanes Building	6
1.4 Accommodating Future Improvements and Handback Requirements	7
1.4.1 Future Ramp or Interchange Improvements	7
1.4.2 Handback Requirements.....	7
1.5 Pre-Approved Changes.....	7

1 TECHNICAL PROVISIONS FOR I-77 HOT LANES BUILDING

These Technical Provisions cover conditions and requirements for the Developer to design, construct, operate and maintain the I-77 HOT Lanes Building on NCDOT right of way just outside the southwest quadrant of the existing I-485 interchange at NC 24 W.T Harris Boulevard as shown in Attachment A: I-77 HOT Lanes Building property boundary ("Building ROW"). These Technical Provisions are in addition to other requirements identified in the CA Documents, including the Book 2 and Book 3.

1.1 Design and Construction Requirements

The Developer shall design and construct all buildings, structures and site improvements in accordance with the requirements herein to enable NCDOT to operate a Customer Service Center (which includes NCDOT administrative offices and the remainder of the NCDOT Space) for the Project and to support the O&M Work to be performed by Developer for the Project. Such Work shall be designed and built in accordance with the current codes and regulations of the Department of Administration- State Construction Office ("SCO") and NCDOT, including but not limited to State building codes, and local zoning ordinances. The Developer shall be responsible for all Utility coordination required for the construction of the I-77 HOT Lanes Building and obtaining a certificate of occupancy for the I-77 HOT Lanes Building.

1.1.1 NCDOT Building and Site Plan Requirements

The Developer shall submit a Building and Site Plan for the property to NCDOT for approval. Upon NCDOT approval, NCDOT shall then forward to the SCO for its review and approval in accordance with Section 1.1.3. The Developer shall not commence construction on the Building ROW prior to the SCO and NCDOT approval of all required plan submittals including all necessary approvals and permits. Grading, driveway, Site development and other improvements not affected by the Building's construction can begin with NCDOT approval prior to SCO approval of the Building Plan. The Building and Site Plan shall identify and describe, at a minimum, the following:

- a) The facilities, structures and other improvements that the Developer plans to construct.
- b) Description of the specific portions and areas of the property, buildings and facilities including those areas that will be designated as the Developer Space. Description of the specific use of these areas shall be provided.
- c) Parking areas, including areas for public, employee, and maintenance related parking for the site.
- d) The location of all existing and planned overhead and under ground Utilities.
- e) The location of all fire lanes, emergency access points, security fencing and lighting. Fencing shall be provided between the maintenance and operation areas and public/employee parking area. The Building ROW will be overlaid on the plan view of the site.
- f) NCDOT has provided an approved Programmatic Categorical Exclusion for the Building ROW. The Developer shall be responsible for complying with this environmental document and any NEPA analysis provided by other entities for the design and construction of the I-77 HOT Lanes Building and

related improvements on the Building ROW. The analysis must meet all mitigation requirements as identified in Section 4.2.3.4 of Book 2. The Developer shall be responsible for obtaining any permit required by the State or other Governmental Entities to remodel, construct or occupy buildings or facilities on the Building ROW.

g) The Developer shall design the Customer Service Center to comply with the following requirements:

- The NCTA Storefront Floor Plan approved by NCDOT (Attachment B-NCTA Storefront Floor Plan). If modified by the Developer, NCDOT approval is required.
- Entrance Requirements:
 - i. Provide the entry door design to the Customer Service Center to NCDOT for approval.
 - ii. Provide a Public Entrance area to the NCTA Storefront as depicted in the NCTA Storefront Floor Plan. Developer will also have access to the Public Entrance.
 - iii. Provide access control from the Public Entrance area which allows for the separation of the Customer Service Center from the rest of the building.
- Security Requirements:
 - i. Design the NCDOT's area so that NCDOT can provide a security system where NCDOT is the sole administrator for control of separate and independent security access to the Customer Service Center administrative offices, thereby allowing NCDOT to independently provide access privileges to NCDOT staff and open and close the Customer Service Center as NCDOT deems necessary; provided however that NCDOT cannot close or restrict access to a Shared Space without the Developer's prior consent.
 - ii. The design for doors leading into critical storage areas of the Customer Service Center shall have the ability to be access controlled. NCDOT will provide the access control to NCDOT Space.
 - iii. Coordinate with NCDOT on the design of the Customer Service Center's interior doors for safety and security input.
 - iv. Provide secured walls and ceilings in the deposit storage room.
 - v. Provide bullet proof glass and accompanying secure surrounding wall panels and work surfaces in a configuration as depicted in Attachment C - Teller Glass for the Work Stations in the front of the Customer Service Center Lobby which will be individual teller type stations.

- IT Requirements:
 - i. Provide conduit for NCDOT to run network cables and fiber to the Customer Service Center.
 - ii. Provide a spare 4" conduit system from the IT/Electrical/Communication Room to a special-sized, heavy-duty fiber splice box (24"x26") located just inside NCDOT ROW on W.T. Harris Boulevard, for future tie-in with NCDOT fiber-optic trunkline on I-485.
 - iii. Provide communications conduit and other electrical equipment to allow for NCDOT to maintain a separate IT system with NCDOT IT communications equipment and computers.
- Telecommunications demarcation will be located in the revised IT/Electrical/Communication Room.
- Provide a separate HVAC zone with appropriate sensors for the Customer Service Center subject to NCDOT approval. In addition a separate HVAC system will be required solely for the IT/Electrical/Communication Room. Provide a Power Panel for NCDOT's UPS which shall be located in the IT/Electrical/Communication Room for use by NCDOT.
- Provide additional hallway security door separating the Tag Storage Room, Deposit Storage Room, and Teller work space from the remaining NCDOT Space.
- Provide Individual Teller-type Work Stations in the front of the lobby with blinds for the workstations in the NCDOT Customer Service Center Lobby. See Attachment C -Teller Glass. Of the Work Stations provided, a minimum of one Teller workstation which is ADA compliant for employee and customer use is required.
- Provide a viewing window with blinds for the supervisor's office. The window size shall be large enough to allow the supervisor to view the tellers and customers.
- Provide a work room in the Customer Service Center outfitted to serve as both a workroom and break room which includes a sink with running water, counter, and space for a refrigerator.
- Provide public queuing in the Lobby as shown in Attachment D - Lobby Queue.
- Provide a dedicated emergency exit for the Customer Service Center.
- Provide NC Quick Pass Storefront signing similar to that located on the NCDOT Morrisville NC Quick Pass Customer Service Center on the exterior of the building face on the Public Entrance side. (See Attachment E - NC Quick Pass.)
- h) Design the driveway entrance to the I-77 HOT Lanes Building to accommodate a WB-67 Design vehicle.

- i) Design the site for all elements to be outside the clear recovery area of the existing ramp or to have permanent barrier or guardrail protection as approved by the Department.
- j) The Developer shall not have access from the existing ramp during construction or operations.

The Developer shall submit any subsequent revisions to the approved Building and Site Plans to NCDOT for approval prior to such revisions being implemented by the Developer; provided however that Developer is not required to submit new versions of the Building and Site Plans to NCDOT for Pre-approved Changes.

1.1.2 Developer Deliverables:

Developer shall submit at a minimum the following submittals to NCDOT in accordance with these Technical Provisions:

- Site Stormwater Design
- Traffic Control, Pavement Markings, Pavement Design, and Roadway Design. NCDOT will also be responsible for review of all offsite improvements such as but not limited to the aforementioned items.
- Grading and Erosion Control Design
- Driveway Permit
- Furnishings and equipment plan except as specified in 1.1.4 for the Customer Service Center
- Conduit plan for the NCDOT Customer Service Center
- Generator Power Supply specifications
- Prepare record drawings that shall include as-built drawings, specifications, Operations and Maintenance manuals for any equipment and shop drawings necessary to completely describe the constructed I-77 HOT Lanes Building and related improvements, and with sufficient detail to adequately locate constructed elements.

Under no circumstances is this list of submittals to be exhaustive and Developer shall be solely responsible for meeting any and all Submittals requirements of the Technical Provisions and the CA Documents. All deliverables require NCDOT review and approval.

1.1.3 Department of Administration - State Construction Office Requirements

All Building and Site Plans must meet the requirements of the Technical Provisions.

The regulations, policies and procedures set forth in the State Construction Manual shall apply to the construction, renovation or alteration of all physical properties owned by the State of North Carolina. The Manual is available at the following link:

<http://www.nc-sco.com/scomanual.aspx>

Specific requirements for the Building and Site Plans shall include the following:

- a) The Developer shall be responsible for preparing all Building and Site Plans necessary for a Building Code Compliance Review by the SCO. The Developer shall

allow for a 30 day review time. Meeting this review time will be contingent upon the Developer providing finished, complete submittals.

- b) All submittals shall be labeled with the following SCO Project ID number 15-12999-01A. Provide a cover letter indicating this review falls under GS 136 pertaining to NCDOT Right of Way.
- c) The Developer shall be responsible for responding to all comments necessary to obtain approval from SCO.
- d) The approval letter issued from SCO is the equivalent of the building permit.

1.1.4 NCDOT Responsibilities

NCDOT shall be responsible for providing the following for the I-77 HOT Lanes Building:

- a) Phone System for the Customer Service Center.
- b) Furnishings including but not limited to, desks, computers, work stations, file cabinets, cameras, TVs, for NCDOT Space, servers, that NCDOT needs for its operations in NCDOT Space. NCDOT will be responsible for operating and maintaining these elements and systems.
- c) Signage:
 - NCDOT will be responsible for signage along the NC 24 to the Customer Service Center.
 - NCDOT will be responsible for interior signage for the Customer Service Center.
- d) IT Network Hardware and any other IT Systems necessary for the Customer Service Center.
- e) Building security - The Customer Service Center area of the building will be subject to payment card industry (PCI) compliance measures and needs to be isolated accordingly. The door access to the administrative section of the Customer Service Center shall be independently controlled by NCDOT. NCDOT shall provide, operate and maintain its own security system for the Customer Service Center.
- f) Operate and maintain NCDOT Space including (i) those systems to be procured by NCDOT such as its CCTV system as well as (ii) those systems that have been provided by Developer for NCDOT Space by NCDOT's request and that are separated from Developer's.
- g) Telecommunications (phone and internet), TV and any other services needed for its operations at NCDOT Space, except as specified in Section 1.2.
- h) Janitorial services and pest control services for NCDOT Space.

NCDOT shall be responsible for operating and staffing the Customer Service Center in accordance with the CA Documents. Further, NCDOT shall be responsible for maintaining and replacement of furnishings for the Customer Service Center.

1.2 Operations and Maintenance Requirements

Prior to the building opening, Developer will provide NCDOT with the manufacturer manuals of the systems provided by Developer for NCDOT Space, and will facilitate the necessary training pertaining to these systems for NCDOT to operate and maintain.

Following Building Substantial Completion, the Developer shall begin operations and maintenance in accordance with this Amendment. At a minimum the Developer shall include and/or comply with the following:

- a) Vehicle movement on any of the property shall be confined to the parking areas, laydown area, garages and roadways shown on the approved Building and Site plans.
- b) The property shall be maintained in a neat and presentable condition.
- c) Provide for any insect and/or rodent control for Developer Space and Shared Space.
- d) Provide 48 hours notice to NCDOT for any maintenance work within or affecting the Customer Service Center.
- e) Provide for any janitorial/ cleaning service, excluding the NCDOT Space.
- f) Provide for snow removal service as needed for the parking lots, sidewalks, and entrance ways.
- g) Provide furnishing for shared facilities such as conference rooms or breakrooms.
- h) Inoperable vehicles shall not remain on the properties for more than fourteen days, except for those vehicles waiting for repair.
- i) Maintain a security system for Developer Space and Shared Space.
- j) Developer will be responsible for electrical, gas, water and sewer services for the entire building.

1.3 Off Site Improvements Related to I-77 HOT Lanes Building

Additional off-site improvements are required to provide access to the I-77 HOT Lanes Building from W.T. Harris Boulevard.

1.3.1 Right In-Right Out Access to W.T. Harris Boulevard

An access break has been approved by the NCDOT Surplus Right of Way Disposal and Control of Access Review Committee to serve the facility. The Developer is required to meet and comply with all requirements and conditions outlined in the approval letter attached to the Technical Provisions as Attachment G- Surplus Right of Way and Control of Access Review Committee Approval Letter. These requirements and conditions include the following:

- a) No access to the I-485 exit ramp will be allowed either the initial phases or as part of future access revisions.
- b) A right in-right out (RIRO) access point to NC 24 is allowed. The location of the approved access point is shown in Attachment H-Approved Control of Access Break. No median crossover or access is allowed across NC 24.

- c) A full width 12 foot right turn lane shall be constructed by the Developer between the I-485 exit ramp and the control of access break location. Shoulder will be provided to match the existing shoulder section.
- d) If desired by the Developer, access could be provided using the access break at Treyburn Road. If the Developer decides to pursue this option, the Developer shall be responsible for obtaining all needed approvals from the local government and the Treyburn neighborhood.

1.4 Accommodating Future Improvements and Handback Requirements

1.4.1 Future Ramp or Interchange Improvements

The Developer acknowledges that the Building ROW to be utilized for the I-77 HOT Lanes Building and related improvements was procured originally to allow for a future loop to be constructed at the I-485 interchange as shown in Attachment H - Future Ramp & Loop for Y-2 (Vance Road) Interchange. Developer shall design the building so that the Future Ramp & Loop for Y-2 (Vance Road) Interchange as shown in Attachment H can be constructed without impacting the building footprint. Developer agrees to modify the building site, primarily the parking and laydown areas, to accommodate the loop construction. If the Future Ramp & Loop for Y-2 (Vance Road) Interchange are constructed, the driveway access for the Developer shall be relocated further to the north in the approximate location of the existing I-485 off-ramp. No access to the I-485 ramp will be allowed.

If NCDOT redesigns the Future Ramp & Loop for Y-2 (Vance Road) Interchange, NCDOT shall work with Developer to ensure that the redesign does not impact the building footprint or compromise the building's intended use. If the redesign renders the building unusable, NCDOT shall reimburse the Developer for costs associated with the construction of the I-77 HOT Lanes Building in accordance with Section 9(b) of this Amendment.

1.4.2 Handback Requirements

The Developer shall return the I-77 HOT Lanes Building and related improvements to safe, functional, structurally sound, neat and presentable condition. At a minimum the Developer shall return the property and the improvement constructed in condition such that the property and improvements remain fit for the intended purpose for a minimum of ten years.

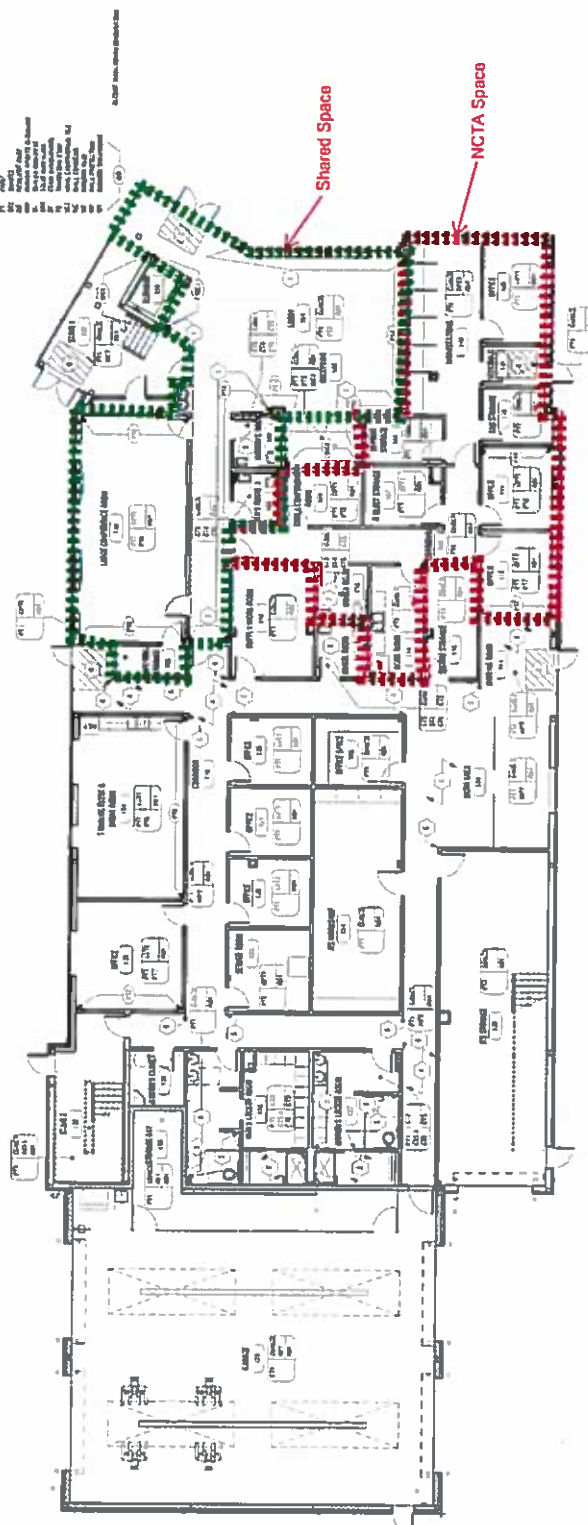
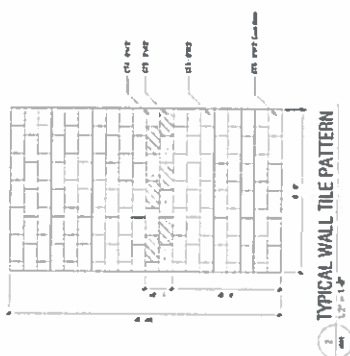
1.5 Pre-Approved Changes

Developer may carry out certain changes in Developer Space for which NCDOT approval is not required (the "Preapproved Changes"). Preapproved Changes are as follows:

- Changes in space distribution (including the subsequent modifications on the various systems impacted by the space distribution)
- Cosmetic or design changes
- Installation of additional security measures
- Addition of covered areas in the maintenance area
- Alterations, modifications, additions, decorations or improvements that do not materially impact the egress, structural, mechanical or electrical elements of the Building

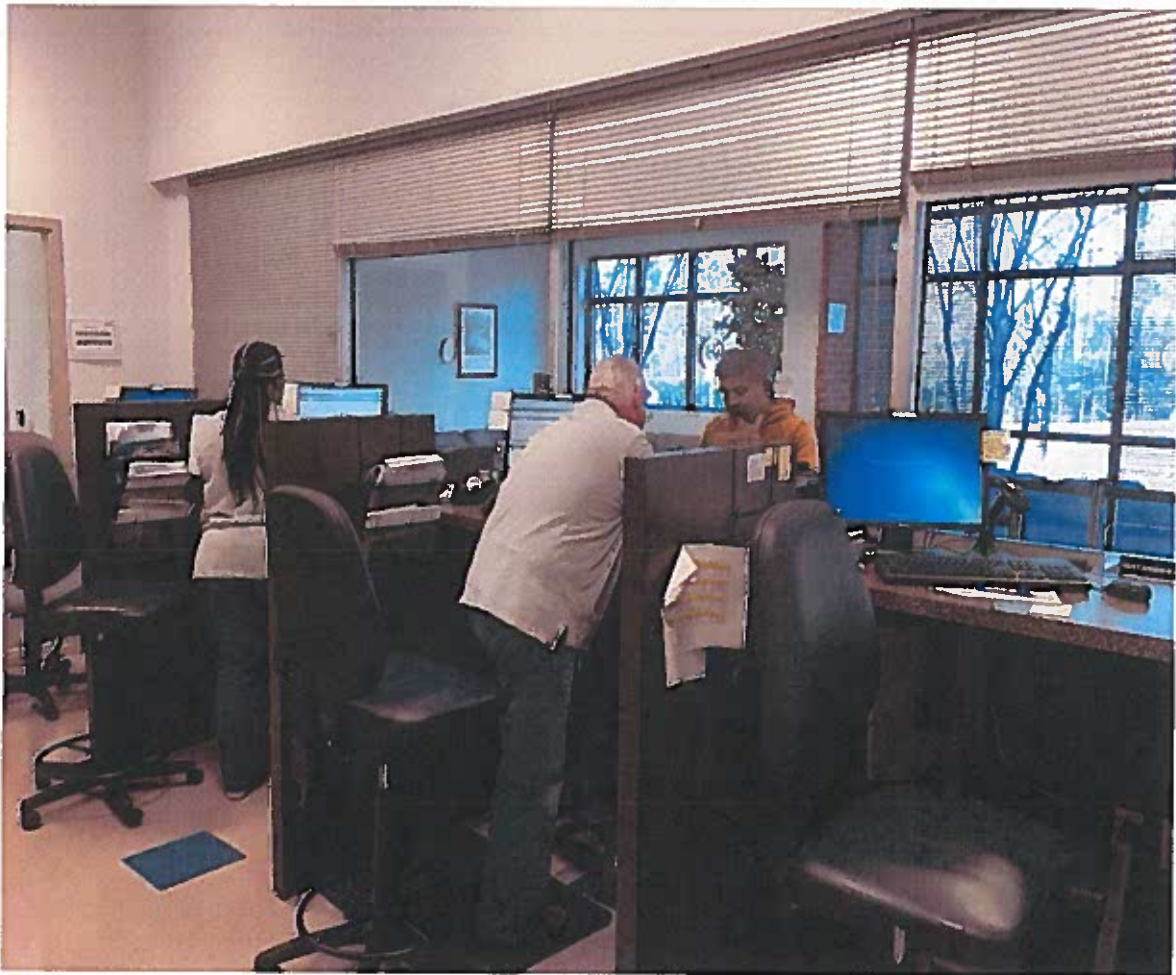
Attachment A: I-77 HOT Lanes Building property boundary ("Building ROW")

Attachment B: NCTA Storefront Floor Plan



FIRST FLOOR FINISH PLAN

Attachment C: Teller Glass



Attachment D: Lobby Queue



Attachment E- NC Quick Pass



Attachment F- Categorical Exclusion Action Classification Form

CATEGORICAL EXCLUSION ACTION CLASSIFICATION FORM

TIP Project No.
W.B.S. No.
Federal Project No.

I-5405
45454.1.1
NHPF-077-1(216)

A. Project Description:

The purpose of the I-77 HOT Lanes Building is to provide NCDOT a maintenance and operations and NCTA Customer Service center for the I-77 HOT Lane Project. This facility will include an office building along with vehicle parking within the existing right-of-way located in the southwest quadrant of the existing I-485 interchange at NC 24 W.T Harris Boulevard in Mecklenburg County. Vehicles, Operations and Maintenance equipment will consist of F150, bucket truck, lawn mowers, compressors, pressure washers, trailers at the site. Access to the facility will be right in/right out from W.T. Harris.

B. Purpose and Need:

To provide a facility that will co-locate I-77 Mobility Partners Operations and Maintenance activities along with NCTA Customer Service Center to support public activities for the I-77 HOT Lanes project.

C. Proposed Improvements:

Circle one or more of the following Type II improvements which apply to the project:

1. Modernization of a highway by resurfacing, restoration, rehabilitation, reconstruction, adding shoulders, or adding auxiliary lanes (e.g., parking, weaving, turning, climbing).
 - a. Restoring, Resurfacing, Rehabilitating, and Reconstructing pavement (3R and 4R improvements)
 - b. Widening roadway and shoulders without adding through lanes
 - c. Modernizing gore treatments
 - d. Constructing lane improvements (merge, auxiliary, and turn lanes)
 - e. Adding shoulder drains
 - f. Replacing and rehabilitating culverts, inlets, and drainage pipes, including safety treatments
 - g. Providing driveway pipes
 - h. Performing minor bridge widening (less than one through lane)
 - i. Slide Stabilization
 - j. Structural BMP's for water quality improvement
2. Highway safety or traffic operations improvement projects including the installation of ramp metering control devices and lighting.
 - a. Installing ramp metering devices
 - b. Installing lights
 - c. Adding or upgrading guardrail

- d. Installing safety barriers including Jersey type barriers and pier protection
 - e. Installing or replacing impact attenuators
 - f. Upgrading medians including adding or upgrading median barriers
 - g. Improving intersections including relocation and/or realignment
 - h. Making minor roadway realignment
 - i. Channelizing traffic
 - j. Performing clear zone safety improvements including removing hazards and flattening slopes
 - k. Implementing traffic aid systems, signals, and motorist aid
 - l. Installing bridge safety hardware including bridge rail retrofit
3. Bridge rehabilitation, reconstruction, or replacement or the construction of grade separation to replace existing at-grade railroad crossings.
- a. Rehabilitating, reconstructing, or replacing bridge approach slabs
 - b. Rehabilitating or replacing bridge decks
 - c. Rehabilitating bridges including painting (no red lead paint), scour repair, fender systems, and minor structural improvements
 - d. Replacing a bridge (structure and/or fill)
4. Transportation corridor fringe parking facilities.
5. Construction of new truck weigh stations or rest areas.
6. Approvals for disposal of excess right-of-way or for joint or limited use of right-of-way, where the proposed use does not have significant adverse impacts.
7. Approvals for changes in access control.
8. Construction of new bus storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and located on or near a street with adequate capacity to handle anticipated bus and support vehicle traffic.
9. Rehabilitation or reconstruction of existing rail and bus buildings and ancillary facilities where only minor amounts of additional land are required and there is not a substantial increase in the number of users.
10. Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks and related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic.
11. Construction of rail storage and maintenance facilities in areas used predominantly for industrial or transportation purposes where such construction is not inconsistent with existing zoning and where there is no significant noise impact on the surrounding community.
12. Acquisition of land for hardship or protective purposes, advance land acquisition loans under section 3(b) of the UMT Act. Hardship and protective buying will be permitted only for a particular parcel or a limited

number of parcels. These types of land acquisition qualify for a CE only where the acquisition will not limit the evaluation of alternatives, including shifts in alignment for planned construction projects, which may be required in the NEPA process. No project development on such land may proceed until the NEPA process has been completed.

13. Acquisition and construction of wetland, stream and endangered species mitigation sites.
14. Remedial activities involving the removal, treatment or monitoring of soil or groundwater contamination pursuant to state or federal remediation guidelines.

D. Special Project Information:

NCDOT and State Construction Office Plan review will be required.

E. Threshold Criteria

The following evaluation of threshold criteria must be completed for Type II actions

<u>ECOLOGICAL</u>		<u>YES</u>	<u>NO</u>
(1)	Will the project have a substantial impact on any unique or important natural resource?	<input type="checkbox"/>	<u>X</u>
(2)	Does the project involve habitat where federally listed endangered or threatened species may occur?	<input type="checkbox"/>	<u>X</u>
(3)	Will the project affect anadromous fish?	<input type="checkbox"/>	<u>X</u>
(4)	If the project involves wetlands, is the amount of permanent and/or temporary wetland taking less than one-tenth (1/10) of an acre and have all practicable measures to avoid and minimize wetland takings been evaluated?	<u>N/A</u>	<input type="checkbox"/>
(5)	Will the project require the use of U. S. Forest Service lands?	<input type="checkbox"/>	<u>X</u>
(6)	Will the quality of adjacent water resources be adversely impacted by proposed construction activities?	<input type="checkbox"/>	<u>X</u>
(7)	Does the project involve waters classified as Outstanding Resources Waters (ORW) and/or High Quality Waters (HQW)?	<input type="checkbox"/>	<u>X</u>
(8)	Will the project require fill in waters of the United States in any of the designated mountain trout counties?	<input type="checkbox"/>	<u>X</u>

(9)	Does the project involve any known underground storage tanks (UST's) or hazardous materials sites?	<input type="checkbox"/>	<u> X </u>
<u>PERMITS AND COORDINATION</u>		<u>YES</u>	<u>NO</u>
(10)	If the project is located within a CAMA county, will the project significantly affect the coastal zone and/or any "Area of Environmental Concern" (AEC)?	<input type="checkbox"/>	<u> X </u>
(11)	Does the project involve Coastal Barrier Resources Act resources?	<input type="checkbox"/>	<u> X </u>
(12)	Will a U. S. Coast Guard permit be required?	<input type="checkbox"/>	<u> X </u>
(13)	Could the project result in the modification of any existing regulatory floodway?	<input type="checkbox"/>	<u> X </u>
(14)	Will the project require any stream relocations or channel changes?	<input type="checkbox"/>	<u> X </u>
<u>SOCIAL, ECONOMIC, AND CULTURAL RESOURCES</u>		<u>YES</u>	<u>NO</u>
(15)	Will the project induce substantial impacts to planned growth or land use for the area?	<input type="checkbox"/>	<u> X </u>
(16)	Will the project require the relocation of any family or business?	<input type="checkbox"/>	<u> X </u>
(17)	Will the project have a disproportionately high and adverse human health and environmental effect on any minority or low-income population?	<input type="checkbox"/>	<u> X </u>
(18)	If the project involves the acquisition of right of way, is the amount of right of way acquisition considered minor?	<u> N/A </u>	<input type="checkbox"/>
(19)	Will the project involve any changes in access control?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(20)	Will the project substantially alter the usefulness and/or land use of adjacent property?	<input type="checkbox"/>	<u> X </u>
(21)	Will the project have an adverse effect on permanent local traffic patterns or community cohesiveness?	<input type="checkbox"/>	<u> X </u>
(22)	Is the project included in an approved thoroughfare plan and/or Transportation Improvement Program (and is, therefore, in conformance with the Clean Air Act of 1990)?	<u> X </u>	<input type="checkbox"/>

- | | | | |
|------|---|--------------------------|--------------------------|
| (23) | Is the project anticipated to cause an increase in traffic volumes? | <input type="checkbox"/> | <u>X</u> |
| (24) | Will traffic be maintained during construction using existing roads, staged construction, or on-site detours? | <u>X</u> | <input type="checkbox"/> |
| (25) | If the project is a bridge replacement project, will the bridge be replaced at its existing location (along the existing facility) and will all construction proposed in association with the bridge replacement project be contained on the existing facility? | <u>N/A</u> | <input type="checkbox"/> |
| (26) | Is there substantial controversy on social, economic, or environmental grounds concerning the project? | <input type="checkbox"/> | <u>X</u> |
| (27) | Is the project consistent with all Federal, State, and local laws relating to the environmental aspects of the project? | <u>X</u> | <input type="checkbox"/> |
| (28) | Will the project have an "effect" on structures/properties eligible for or listed on the National Register of Historic Places? | <input type="checkbox"/> | <u>X</u> |
| (29) | Will the project affect any archaeological remains which are important to history or pre-history? | <input type="checkbox"/> | <u>X</u> |
| (30) | Will the project require the use of Section 4(f) resources (public parks, recreation lands, wildlife and waterfowl refuges, historic sites, or historic bridges, as defined in Section 4(f) of the U. S. Department of Transportation Act of 1966)? | <input type="checkbox"/> | <u>X</u> |
| (31) | Will the project result in any conversion of assisted public recreation sites or facilities to non-recreation uses, as defined by Section 6(f) of the Land and Water Conservation Act of 1965, as amended? | <input type="checkbox"/> | <u>X</u> |
| (32) | Will the project involve construction in, across, or adjacent to a river designated as a component of or proposed for inclusion in the National System of Wild and Scenic Rivers? | <input type="checkbox"/> | <u>X</u> |

F. Additional Documentation Required for Unfavorable Responses in Part E

- #4 No wetlands will be impacted.
- #18 There is no right-of-way acquisition required for this project.
- #19 An access break has been approved by the NCDOT Control of Access Committee to serve the facility.
- #25 This project does not involve a bridge.

G. CE Approval

TIP Project No.	I-5405
W.B.S. No.	45454.1.1
Federal Project No.	NHPF-077-1(216)

Project Description:

The purpose of the I-77 HOT Lanes Building is to provide NCDOT a maintenance and operations and NCTA Customer Service center for the I-77 HOT Lane Project. This facility will include an office building along with vehicle parking within the existing right-of-way located in the southwest quadrant of the existing I-485 interchange at NC 24 W.T Harris Boulevard in Mecklenburg County. Vehicles, Operations and Maintenance equipment will consist of F150, bucket truck, lawn mowers, compressors, pressure washers, trailers at the site. Access to the facility will be right in/right out from W.T. Harris.

Categorical Exclusion Action Classification:

<u> </u>	TYPE II(A)
<u> X </u>	TYPE II(B)

Approved:

<u>3/14/16</u>	
Date	NCDOT Division Engineer

<u>03/10/16</u>	
Date	NCDOT Division 10 Environmental Supervisor

For Type II(B) projects only:

<u> </u>	<u>John F. Sullivan, III, PE, Division Administrator</u>
Date	Federal Highway Administration

**Attachment G- Surplus Right of Way and Control of Access Review Committee Approval
Letter**



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

MEMO TO: Michael L. Holder, PE
Chief Engineer

John F. Sullivan, III, PE
Division Administrator
Federal Highway Administration

FROM: Deborah M. Barbour, PE *Deborah Barbour*
Director of Preconstruction

DATE: May 19, 2015

SUBJECT: State Project: 34410.2.20
F. A. Project: N/A for Right of Way Acquisition

At its March 2015 meeting, the Surplus Right of Way Disposal and Control of Access Review Committee examined the request from Division 10 and Ms. Virginia Mabry, Manager of the NCDOT's Priority Projects Office, for a break in the existing control of access along the I-485 northbound Exit Ramp, (STIP Project R-2248D) near its interchange with W.T. Harris Boulevard in Charlotte. A break in this area is requested to accommodate a maintenance facility building for the I-77 HOT Lanes Project. The right of way would remain NCDOT's; however, the Department would enter into an agreement for the use of the property for a 50-year period with accompanying reversion requirements. The committee initially reviewed this request at its February 2015 meeting for informational purposes only and noted some concerns regarding the proposed access. The committee did not support an access directly onto the I-485 exit ramp. The committee asked Virginia to further explore the note on the project R-2248D plans that mentioned to reserve the right of way in the quadrant for the future construction of a loop by others. The committee also needs to know the number of vehicles that would be generated at this location with the proposed use, Department's contractual requirements, etc. The committee suggested that Virginia Mabry and a representative from the Division participate in the March 2015 meeting to provide follow-up information.

At its March 2015 Meeting, the committee further reviewed the request from Virginia Mabry and the additional information that Virginia had obtained since the February committee meeting. The committee generally noted acceptability to the proposal subject to the following comments/conditions:

- No access to the I-485 exit ramp will be allowed.
- The committee can support a right in and right out access approximately 250 feet beyond the I-485 exit ramp intersection with Harris Boulevard. There will need to be a full width right turn lane from the ramp to the requested control of access break location.

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
DIRECTOR OF PRECONSTRUCTION
1538 MAIL SERVICE CENTER
RALEIGH NC 27699-1538

TELEPHONE: 919-707-2540
FAX: 919-733-9428

WEBSITE: WWW.NCDOT.GOV

LOCATION:
TRANSPORTATION BUILDING
1 SOUTH WILMINGTON STREET
RALEIGH NC

Michael L. Holder, PE
May 19, 2015
Page 2 of 2

- The committee does not support a connection with Treyburn Drive unless City and neighborhood support can be obtained.

Following the March 2015 meeting, the Chief Engineer recommended that the committee's operating procedures be followed in the evaluation of this request. Therefore, the request was reviewed again by the committee at its May 2015 meeting in order for the committee to provide a recommendation. The committee recommended approval of the break in the control of access subject to the committee's comments/conditions as previously listed in this memo, and in addition, subject to the following condition:

- In the future when the loop is constructed within the I-77/W.T. Harris Boulevard interchange, the I-77 Mobility Partners will be responsible for the cost of modifying the building site to accommodate for the loop's construction. (See attached Detail Sheet 3-HH from Project R-2248 D).

Thank you for your concurrence with the recommended control of access break.


DMB/tct/db

Attachments

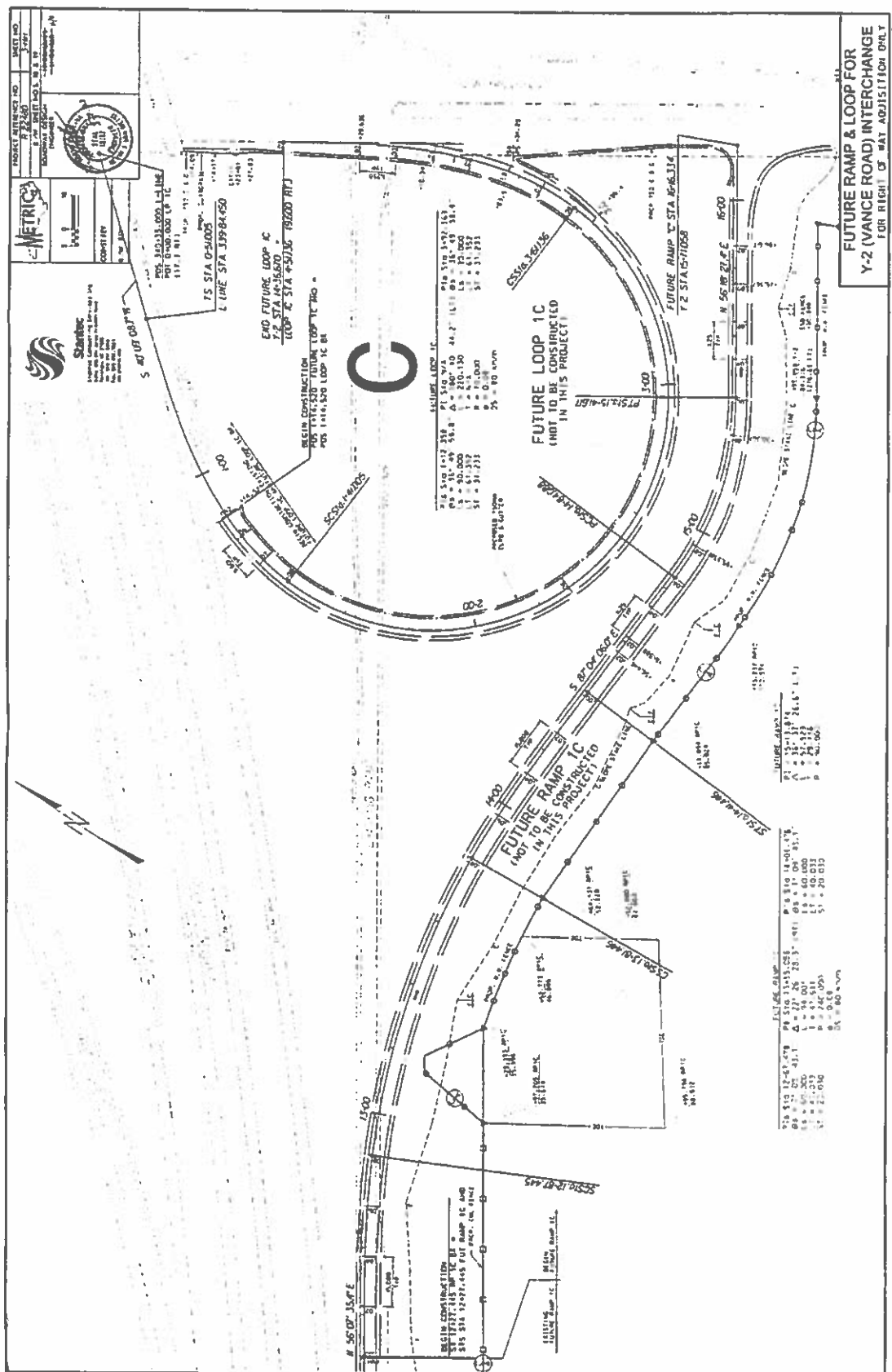
cc: Rodger Rochelle, PE
Virginia Mabry
Terry Niles

Approved:


_____, 5/19/15
Michael L. Holder, PE Date


_____, 5/21/15
John F. Sullivan, III, PE Date

Attachment H- Future Ramp & Loop for Y-2 (Vance Road) Interchange



Attachment I-Approved Control of Access Break

Attachment B**List of Permitted Materials**

Pre-approved Materials	Pre-approved Volume
Fuel gas unleaded	50 gallons
Fuel diesel	20 gallons
Diesel fluid injector cleaner	20 gallons
Radiator fluid	5 gallons
Windshield fluid	3 gallons
Brake fluid	1 gallon
Transmission fluid	2 gallons
New oil	20 gallons
Used oil	30 gallons
Grease	5 gallons
Hydraulic fluid	3 gallons
degreaser or cleaner	3 gallons
Herbicide	10 gallons
Fertilizer	15 pounds
Bituminous liquid asphalt (tack)	5 gallons
Hot poured asphalt rubber	20 gallons
Latex paint	20 gallons
Salt	200 pounds
Sand	1 ton
ABC gravel	2 tons
Mulch	2 tons
Asphalt milling	1 tons
Dumpster	120 cubic yards
Steel and wood	8 tons
Other materials of similar nature and use as the materials listed in this Attachment B	10 gallons