LEASE AND CONCESSIONS AGREEMENT

FOR WESTERN SERVICE PLAZAS

BY AND BETWEEN

THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, AS LANDLORD

AND

_____

<>, AS CONCESSIONAIRE

DATE: <> ___, 2027

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LEASE AND CONCESSIONS AGREEMENT FOR WESTERN SERVICE PLAZAS

THIS LEASE AND CONCESSIONS AGREEMENT FOR WESTERN SERVICE PLAZAS (this "Lease") is entered into as of _____, ___, 2027 (the "**Date of Lease**") by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to Massachusetts General Laws, Chapter 6C, as may be amended from time to time (the "**Act**"), with an office address of State Transportation Building, 10 Park Plaza, Boston, MA 02116, (the "**Landlord**" or "**MassDOT**", which terms shall be deemed to mean and include, where the context so permits, its successors and assigns) and <>, a <> organized and existing under the laws of the <State/Commonwealth> of <> and authorized to do business in the Commonwealth of Massachusetts, with an office address of <> (the "**Concessionaire**"). MassDOT and Concessionaire are sometimes individually referred to herein as a "**Party**" and sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, MassDOT currently operates certain right of ways, highways and related appurtenances on and within certain real estate now owned by MassDOT in the Commonwealth of Massachusetts known as Interstate 90 and the Massachusetts Turnpike (the "**Turnpike**"), and known as Route 3, Route 24, Route 128, Route 6 and Route 132 (said Routes, together with the Turnpike are each individually referred to in this Lease as a "**Highway**", and collectively are referred to in this Lease as the "**Highways**") to serve members of the public traversing the highways and roads of Massachusetts; and

WHEREAS, MassDOT owns, inter alia, eighteen (18) travel services plazas along the Highways, of which eleven (11) are located along the Turnpike and seven (7) are located along the other Highways in Barnstable, Beverly, Bridgewater, Lexington, Newton and Plymouth Massachusetts, including the food and beverage service plazas, fuel service plazas, retail service plazas, parking areas, delivery areas, storage tanks, and any other areas located therein; and

WHEREAS, the service plazas provide food, fuel, retail and other services to the public along the Highways; and

WHEREAS, MassDOT issued a Request for Proposals dated _____, 2026 to lease, manage, operate, and maintain the service plazas and to design, construct and finance certain improvements to the service plazas (collectively along with all attachments and addenda thereto, the "**RFP**") which sought proposals from parties interested in leasing, managing, operating and maintaining one or more of three groupings of the service plazas and, upon agreement with MassDOT, designing, constructing and financing certain improvements to the service plazas, as more particularly described in the RFP; and

WHEREAS, in response to the RFP, the Concessionaire submitted a proposal dated <>, 2027 (the "**Proposal**") to lease, manage, operate and maintain, and to design, construct and finance certain improvements to the Western travel service plazas commonly known as Lee westbound,

Lee eastbound, Blandford westbound, Blandford eastbound, Ludlow westbound and Ludlow eastbound located along the Turnpike; and

WHEREAS, following the review and selection process established in the RFP and based on the evaluation criteria and corresponding weighting set forth in the RFP, MassDOT, <by resolution of <> dated <>, 2027, selected the Concessionaire's proposal to lease and operate such Service Plazas, as such term is defined in Section 3.2 below, and authorized MassDOT's entering into this Lease; and

WHEREAS, MassDOT and Concessionaire now desire to execute and deliver this Lease in order to confirm their mutual understandings and agreements with respect thereto.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS.

As used in this Lease, capitalized terms have the meanings assigned to them in this Lease or in **Appendix A** (**Definitions**).

SECTION 1.2 INTERPRETATION.

This Lease shall be interpreted according to the following provisions, except to the extent the context or the express provisions of this Lease otherwise require.

(A) Plurality. Words importing the singular number mean and include the plural number and vice versa.

(B) Persons. Words importing persons include individuals, legal personal representatives, firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental authorities, and other legal entities.

(C) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Lease shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(D) References Hereto. The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Lease.

(E) References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to local time in Boston, Massachusetts.

If the time for doing an act, including making any payment, falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

(F) References to Including. The words "include," "includes," and "including" are to be construed as meaning "include without limitation," "includes without limitation," and "including without limitation," respectively.

(G) References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

(H) References to Governmental Authorities. Each reference to a Governmental Authority is deemed to include a reference to any successor to such Governmental Authority or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such Governmental Authority.

(I) References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted or assigned.

(J) Industry Terms. Words and phrases that are not defined herein but that have well-known technical or industry meanings shall be construed pursuant to such recognized meanings, taking into account the context in which such words and phrases are used herein.

(K) References to Dollar Amounts. All statements of, or references to, dollar amounts or money, including references to "$" and "dollars," are to the lawful currency of the United States of America.

(L) References to All Reasonable Efforts. The expression "all reasonable efforts" and expressions of like import, when used in connection with an obligation of either Party, means taking in good faith and with due diligence all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account each Party's obligations hereunder to mitigate delays and additional costs to the other Party, and in any event taking no less steps and efforts than those that would be taken by a commercially reasonable and prudent person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person's own benefit; provided that, the foregoing will not require MassDOT to:

(1) Take any action which is contrary to the public interest, as determined by MassDOT in its discretion; or

(2) Undertake action that might be available to MassDOT due to its status as a Governmental Authority but that would not be available to a private, commercially reasonable and prudent person.

(M) Discretion. When a Party has "discretion," it means that the Party has the sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless specifically required under the provisions of this Lease.

(N) References to Promptly. The word "promptly" is to be construed as meaning as soon as reasonably practicable in light of then-prevailing circumstances.

(O) Obligations to Provide Assistance. The obligations of a Party to cooperate with, to assist or to provide assistance to the other Party hereunder shall be construed as an obligation to use the Party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not to incur material additional overtime or third-party expense unless requested and reimbursed by the assisted Party. Unless otherwise expressly stated herein, any failure of a Party entitled to assistance hereunder to perform an obligation under this Lease shall not be excused on account of any failure of the Party obligated to provide assistance.

(P) Party Bearing Cost of Performance. All obligations or responsibilities undertaken by each Party hereto shall be performed at the cost of the Party undertaking the obligation or responsibility, unless the other Party has expressly agreed in this Lease to bear all or a portion of the cost, either directly, by reimbursement to the other Party or through an adjustment to the Rent.

(Q) Exhibits: Appendices. This Lease includes, and incorporates by reference, all provisions of the Exhibits and of the Appendices attached hereto, and references to Sections or Articles "of the Lease" in the Appendices are intended solely for convenience to refer to Sections or Articles included in the main body of this Lease and shall not be construed to mean that the Appendices are not a part of this Lease.

(R) Interpolation. If any calculation hereunder is to be made by reference to a chart or table of values, and the reference calculation falls between two stated values, the calculation shall be made on the basis of linear interpolation.

(S) Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with GAAP.

(T) Applicability, Stringency and Consistency of Contract Standards. Where more than one Contract Standard applies to any particular performance obligation of the Concessionaire hereunder, each such applicable Contract Standard shall be complied with by the Concessionaire. In the event there are different levels of stringency among such applicable Contract Standards, the most stringent of the applicable Contract Standards shall govern. In the event of any inconsistency among the Contract Standards, the Concessionaire shall notify MassDOT, and MassDOT's written determination as to the applicable standard,

acting reasonably, shall be binding. Any reference in this Lease to materials, equipment, systems or supplies (whether such references are in lists, notes, specifications, schedules, or otherwise) shall be construed to require the Concessionaire to furnish the same, at minimum, in accordance with the grades and standards therefor indicated in this Lease.

(U) Incorporation of Proposal into Lease. The Concessionaire's Proposal, attached hereto as Appendix N (Concessionaire's Proposal), is incorporated into this Lease, and each representation, proposal, commitment, and other statement contained therein shall constitute obligations binding on the Concessionaire.

ARTICLE 2
TERM OF LEASE

SECTION 2.1 TERM.

(A) Effective Date and Term. This Lease shall become effective, and Concessionaire's right of possession shall commence, on the Commencement Date and shall continue in effect until the Expiration Date of [_____**,** [TBD] *the last day of the month immediately preceding the 35th anniversary of the Commencement Date*] (the "**Term**" or the "**Lease Term**"). Notwithstanding the foregoing, upon any termination of the Transition Agreement by MassDOT on or before the Commencement Date, this Lease shall automatically terminate. The Lease Term shall expire for all Service Plazas on the Expiration Date, subject to:

(1) MassDOT's rights to extend the effectiveness of this Lease pursuant to Section 2.2 or Section 21.3;

(2) The exercise by MassDOT of its early termination rights in accordance with Article 21 (Expiration or Termination); and

(3) MassDOT's rights to extend the effectiveness of this Lease pursuant to Section 17.5(B).

(B) Effect of MassDOT Election to Extend Effectiveness. The exercise by MassDOT of its right to extend the effectiveness of this Lease pursuant to Section 2.2 or Section 21.3 shall automatically serve to adjust the Expiration Date or the Termination Date, as applicable, to be the last day of the applicable Continuity of Operations Period or Temporary Continuity of Operations Term, and the Parties shall continue to be bound by all terms and conditions of this Lease.

(C) Accrued Rights. No termination or expiration of this Lease shall:

(1) Limit or otherwise affect the respective rights and obligations of the Parties hereto accrued prior to the date of such termination or expiration; or

(2) Preclude either Party from impleading the other Party in any Legal Proceeding originated by a third-party as to any matter occurring during the Term.

(D) Extension Option. Without limiting any MassDOT rights under Section 2.2, Section 21.3 or Section 17.5, the Concessionaire shall not have any right to extend or renew the Term except as follows: If the Concessionaire desires to extend the Term for one (1) additional consecutive period of ten (10) years (the "**Extended Term**"), then the Concessionaire shall send written notice offering to extend the Term to MassDOT no earlier than four (4) years prior to the Expiration Date and no later than three (3) years prior to the Expiration Date (an "**Extension Notice**"). If the Concessionaire sends an Extension Notice in accordance with the foregoing it may not thereafter withdraw such a notice. If MassDOT is willing to extend the Term, then within one-hundred eighty (180) days of its receipt of an Extension Notice, MassDOT shall send notice to the Concessionaire setting forth the terms and conditions, including the Rent, upon which MassDOT is willing to extend the Term (the "**Extended Terms Notice**"). If MassDOT fails to send an Extended Terms Notice, then this Lease shall terminate on the Expiration Date and MassDOT's decision to provide an Extended Terms Notice shall be made in MassDOT's discretion. If MassDOT sends an Extended Terms Notice, the Concessionaire shall have one-hundred twenty (120) days after its receipt of the Extended Terms Notice to notify MassDOT of its acceptance of the terms set forth in the Extended Terms Notice, and the Parties shall then enter into an Amendment reflecting the extension of the Term for the Extended Term upon the terms and conditions set forth in the Extended Terms Notice. If the Concessionaire fails to send such notice in the foregoing time-frame, the Term shall expire on the Expiration Date and if Concessionaire sends notice accepting the terms in the Extended Terms Notice but the Parties fail to enter into an Amendment reflecting the extension of the Term by the date that is two (2) years prior to the Expiration Date, then the Term shall not be extended and the Lease shall terminate on the Expiration Date, unless sooner terminated in accordance with the terms of this Lease.

(E) Effect of Dissolution or Abolishment of MassDOT. The Term shall not be affected by the dissolution of MassDOT, or any transfer of any of its properties to the Commonwealth of Massachusetts or to any successor in title, and the Term and the estate created hereby shall continue in effect, notwithstanding any such dissolution or transfer.

(F) Independent Covenants. The Concessionaire hereby acknowledges and agrees that the obligations of the Concessionaire under this Lease shall be separate and independent covenants and agreements, that all Rent and other payments and charges shall continue to be payable in all events, and that the obligations of the Concessionaire hereunder shall continue unaffected notwithstanding any breach by MassDOT of any of its duties or obligations it may have hereunder, whether express or implied.

SECTION 2.2 CONTINUITY OF OPERATIONS PERIOD. In order to assure continuity of operation of the Service Plazas upon the expiration of the Term, MassDOT shall have the right in its discretion to extend the effectiveness of this Lease for no shorter than six (6) months and, except as otherwise provided in this Section 2.2, not longer than two (2) years (the "**Continuity**

of Operations Period") by giving the Concessionaire written notice of such election (the "**Continuity Notice**") not later than one-hundred eighty (180) days (or such later date as may be mutually agreed upon in writing by the Parties) prior to the Expiration Date. If the Continuity Notice is sent in a timely manner in accordance with this Section 2.2, then the Term shall be automatically extended for the Continuity of Operations Period set forth therein, and no instrument of renewal executed by the Parties shall be required.

SECTION 2.3 SURVIVAL. Notwithstanding any other provision of this Lease, the following provisions hereof will survive the expiration or any earlier termination of this Lease:

(A) All obligations and provisions herein which by their terms expressly survive expiration or termination of this Lease;

(B) The express obligations of the Concessionaire following termination of this Lease, including those set forth in Article 21 (Expiration or Termination) and Article 16 (Insurance, Damage and Destruction);

(C) The Dispute Resolution Procedures;

(D) The indemnifications, limitations and releases set forth in Article 18 (Indemnification);

(E) MassDOT's rights related to any instrument or other item or document required to be provided pursuant to Article 10 (Security for Performance);

(F) Any other provisions which either expressly or by their context or inherent character should survive expiration or earlier termination of this Lease or the completion of the Contract Services; and

(G) Any provisions necessary to give effect to the provisions referenced or described in this Section 2.3.

ARTICLE 3
LEASE OF SERVICE PLAZAS

SECTION 3.1 NATURE OF LEASE. This Lease is triple net to MassDOT and sets forth the construction, operational, maintenance, financing and other obligations of the Concessionaire with respect to the Service Plazas. During the Lease Term, all obligations, responsibilities and liabilities with respect to the Service Plazas, and any conditions, circumstances or occurrences on or about the Services Plazas shall be the Concessionaire's sole responsibility except to the extent that any obligations, responsibilities and liabilities are expressly allocated to MassDOT by the terms of this Lease.

SECTION 3.2 LEASE OF SERVICE PLAZAS.

(A) Definition of Service Plazas. The term "**Service Plazas**" means the Western travel service plazas commonly known as Lee westbound, Lee eastbound,

Blandford westbound, Blandford eastbound, Ludlow westbound and Ludlow eastbound located along the Turnpike and "**Service Plaza**" means any one of such travel service plazas. The Service Plazas are shown on the respective site plans for each Service Plaza attached hereto as **Exhibit B** (the "**Site Plans**"). As shown on the Site Plans, each Service Plaza is comprised of an area marked on the Site Plans as the "***Lease Limit***" and an area outside of the Lease Limit and marked as the "***Maintenance Limit***". The Lease Limit for each Service Plaza is more particularly described in the Legal Descriptions attached hereto as **Exhibit A**. As used in this Lease, references to "**Service Plazas"** or a "**Service Plaza**" shall mean the area within the Lease Limit as shown on each Site Plan; provided that the Concessionaire shall be responsible for maintaining, in accordance with the terms of this Lease, the area outside of the Lease Limit but within the bounds of the Maintenance Limit as shown on each Site Plan (the "**Maintenance Area**"). The BTC drawings showing the Redevelopment Work for each of the Service Plazas are attached hereto as **Exhibit C**.

(B) Lease of Service Plazas. MassDOT, for and in consideration of the rents, covenants and agreements herein contained, hereby (i) demises and leases unto the Concessionaire, and the Concessionaire does hereby take, hire and accept, subject to the terms, covenants, conditions, reservations and agreements herein expressed, the Service Plazas for the Lease Term; together with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any way appertaining to each Service Plaza, including by way of illustration the right to use appurtenances as may be necessary for the purpose of ingress and egress, as such appurtenances exist on the Commencement Date, or as they may thereafter exist, and (ii) grants to the Concessionaire the right, in accordance with the terms and conditions of this Lease, to design, construct and finance certain improvements to the Service Plazas and to manage, operate and maintain the Service Plazas.

(C) Condition of the Service Plazas. Except as otherwise set forth in Section 11.1(B) below, each Service Plaza shall be delivered to the Concessionaire in its "as is" condition on the Commencement Date and MassDOT makes no representation, guarantees or warranties whatsoever as to title and physical condition of the Service Plazas or otherwise. The Concessionaire further acknowledges and agrees that its responsibilities under this Lease include conducting such additional geotechnical, exploratory work and site investigations as may be necessary or appropriate for the design and performance of the Construction Work.

(D) No Ownership Interest. Except for the leasehold interest conveyed by this Lease, the Concessionaire shall not have any ownership interest in the Service Plazas. In addition, except with respect to Fuel Service Equipment pursuant to Section 8.16(D), all Redevelopment Improvements and Capital Improvements shall become the property of MassDOT upon incorporation into the Service Plazas. Except as otherwise set forth in this Lease, all other improvements to the Service Plazas approved by MassDOT shall become the property of MassDOT upon incorporation into the Service Plazas. The Concessionaire shall not grant any property rights that are inconsistent with the Concessionaire's leasehold interest or the terms and conditions of this Lease. Notwithstanding any of the preceding terms and conditions of this Section 3.2(D), the Concessionaire and each applicable Concessionaire Person shall retain ownership of and,

unless MassDOT agrees in writing that the items may remain at the Service Plazas, shall remove on the Termination Date:

(1) Equipment and furnishings on which there is trademarked or proprietary information and/or symbols, or are otherwise subject to trade secret protection regardless of whether the same are generally visible to consumers at the Service Plazas;

(2) All brand name signage panels located on fixtures; and

(3) Minor fixtures, equipment, furnishings or expendables for which ownership and removal has been approved by MassDOT, in writing.

SECTION 3.3 QUIET ENJOYMENT. MassDOT covenants and agrees that so long as Concessionaire pays all Rent and observes and complies with all of its other obligations, covenants, stipulations and agreements under this Lease, Concessionaire shall peaceably and quietly have, hold and enjoy the Service Plazas for the Lease Term, without interruption or disturbance from MassDOT or Persons claiming through or under MassDOT, subject, however, to the provisions of this Lease, including, without limitation any rights reserved by MassDOT hereunder, provisions of Applicable Laws, and matters of record to which this Lease is subordinate as provided in this Lease. This covenant of quiet enjoyment is in lieu of any other covenant of MassDOT express or implied.

SECTION 3.4 NOTICE OF LEASE. This Lease shall not be recorded. Upon request of either Party, each Party shall join in the execution of a notice of lease in proper form, in accordance with Massachusetts General Laws, Chapter 183, Section 4, for recording and filing in each applicable registry of deeds and registry district of the Land Court, setting forth the existence and Term of this Lease, and MassDOT and the Concessionaire shall each take such further action as may be necessary to permit such recording and filing. The cost of recording and filing shall be borne, and the actual steps necessary to effectuate recording and filing shall be taken, by the Concessionaire.

SECTION 3.5 CERTIFICATES OF MASSDOT AND CONCESSIONAIRE.

(A) MassDOT Estoppel Certificate. MassDOT agrees that, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Concessionaire or a Leasehold Mortgagee, MassDOT will execute, acknowledge and deliver a statement in writing certifying that (to the actual knowledge of the signer) this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been received, the address to which notices to MassDOT shall be sent, and stating whether or not the Concessionaire is in default under this Lease and, if in default, specifying each such default of which the signer may have knowledge. It is intended that any such statement delivered pursuant to this Section 3.5(A) may be relied upon by any prospective transferee of the Concessionaire's interest in this Lease or any Leasehold Mortgagee or any assignee of any Leasehold Mortgagee, to the extent permissible hereunder or pursuant to the Lender's Remedies Agreement (if

applicable), but reliance on such statement shall not extend to any default as to which the signer shall have no actual knowledge. If the Concessionaire or a Leasehold Mortgagee requests any such statement, the Concessionaire shall pay MassDOT's out-of-pocket costs, including attorneys' fees, reasonably incurred by MassDOT in connection with MassDOT's providing such a statement.

(B) Concessionaire Estoppel Certificate. The Concessionaire agrees that at any time, and from time to time, upon not less than thirty (30) days prior written notice by MassDOT, the Concessionaire will execute, acknowledge and deliver to MassDOT a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been paid, the address to which notices to the Concessionaire shall be sent and stating whether or not MassDOT is in default under this Lease and, if in default, specifying each such default, and such other matters as MassDOT may reasonably request. The Concessionaire shall require that all Project Contracts and Subleases contain provisions requiring Project Contractors and Subtenants to execute and deliver, within thirty (30) days of Concessionaire's or MassDOT's written request therefor, an estoppel certificate with respect to such Project Contract or Sublease which may be relied upon by MassDOT or any other person to whom the same is delivered; and the Concessionaire shall use reasonable efforts to obtain such certificates from any Project Contractor or Subtenant with respect to the applicable Project Contract or Sublease within thirty (30) days of MassDOT's written request therefor. It is intended that any statement delivered pursuant to this Section 3.5(B) may be relied upon by MassDOT or any prospective purchaser or mortgagee of the fee, but reliance on such statement shall not extend to any default as to which the signer shall have no actual knowledge.

SECTION 3.6 P3 STATUTE.

This Lease is being entered into pursuant to the provisions of M.G.L. C. 6C, Sections 62-73 (the "**P3 Statute**") and as required by the P3 Statute, the form of this Lease has been approved by a special public-private infrastructure oversight commission. This Lease is intended to comply with each of the requirements set forth in M.G.L. C. 6C, Section 64(c).

ARTICLE 4
RENT, UTILITIES AND OTHER EXPENSES

SECTION 4.1 RENT.

(A) Rent/Payment Obligations Generally. The Concessionaire shall pay MassDOT the Operational Rent, as defined below, for the Service Plazas, payable monthly on an absolute net basis and without abatement, offset, deduction, or counterclaim, in accordance with this Section 4.1 and Section 4.2. All amounts due to MassDOT under this Lease other than Operational Rent shall constitute "**Additional Rent"**. The term "**Rent**" as used herein shall mean the Operational Rent and all Additional Rent.

(B) Operational Rent. For each Lease Year during the Term, the Concessionaire shall pay to MassDOT as annual rent, an amount equal to (i) [_____ (___%)] of Gross Revenues (the "**Revenue Share Rent**") for such Lease Year; plus (ii) the Minimum Annual Guaranteed Rent for such Lease Year (collectively, the "**Operational Rent**"). The Operational Rent shall be payable in accordance with Section 4.2 below.

(C) Minimum Annual Guaranteed Rent. The "**Minimum Annual Guaranteed Rent**" shall mean _____ dollars ($_____) for the first Lease Year and thereafter the Minimum Annual Guaranteed Rent shall escalate on each anniversary of the Commencement Date by the Annual Escalator. The "**Annual Escalator**" shall mean an amount to be added to the Minimum Annual Guaranteed Rent and determined by multiplying the Minimum Annual Guaranteed Rent for the previous Lease Year by the greater of (1) the percentage increase, if any, in the CPI as of the first day of such Lease Year over the CPI as of the first day of the immediately preceding Lease Year, or (2) three percent (3%). The "**CPI**" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) Boston-Cambridge-Newton, MA-NH (1982-84 = 100), or its replacement. In the event that the CPI (or a successor or substitute index) is no longer published by the Bureau of Labor Statistics, a comparable index published by another reliable governmental or independent provider of economic information selected by MassDOT shall be used in lieu of CPI.

SECTION 4.2 PAYMENT TERMS AND REPORTS. Operational Rent shall be payable in monthly installments to MassDOT, in advance, on the fifteenth (15^{th}) day of each and every calendar month during the Term, in an amount equal to (i) one-twelfth of the Minimum Annual Guaranteed Rent for such Lease Year; plus (ii) the Monthly Revenue Share Rent for the immediately preceding calendar month. In addition, Concessionaire shall pay to MassDOT the Monthly Revenue Share Rent for the last month of the Term within fifteen (15) days of the Termination Date. Together with each monthly payment of Operational Rent, the Concessionaire shall submit to MassDOT (including any MassDOT designee) a completed monthly rental statement in form and substance acceptable to MassDOT setting forth the actual Gross Revenues at the Service Plazas during the previous calendar month as well as the amount of Revenue Share Rent owed for such month (the "**Monthly Revenue Share Rent**") and any Additional Rent due for such month, certified by the chief financial officer of the Concessionaire or other officer of the Concessionaire duly authorized to certify such statements. All payments of Rent shall be made by direct automatic clearing house ("ACH") payment, unless otherwise instructed in writing by MassDOT, in which event the Concessionaire shall make all payments by the method instructed by MassDOT.

SECTION 4.3 MASSDOT AUDIT RIGHT. The Concessionaire shall keep separate books and records with respect to Gross Revenues and operations for each Service Plaza. At any time, MassDOT and its representatives, upon reasonable notice, shall have the right to audit, examine, review and copy such books and records for the purposes of determining the Concessionaire's compliance with this Lease. The Concessionaire will provide, in a format acceptable to MassDOT, an electronic copy of all such records to MassDOT upon request. If any examination or audit discloses that the Concessionaire has underpaid MassDOT by any amount, then the Concessionaire shall pay all of the reasonable costs and expenses incurred by MassDOT in connection with such

examination or audit, together with such unpaid Rent with accrued interest thereon at the Overdue Rate from the date that such Rent was due.

SECTION 4.4 INTEREST FOR LATE PAYMENT. All amounts due MassDOT under this Lease, whether as Rent, damages, credits, revenue, charges or reimbursements, that are not paid by the Concessionaire when due shall bear interest at the rate of interest which is the Overdue Rate, on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed.

SECTION 4.5 ANNUAL RECONCILIATIONS. Within thirty (30) days after the end of each Lease Year, the Concessionaire shall provide to MassDOT (including any MassDOT designated representatives) an annual reconciliation statement ("**Annual Reconciliation Statement**") in form and substance acceptable to MassDOT setting forth the amount of Gross Revenues with respect to such Lease Year and a reconciliation of such amount with the Revenue Share Rent actually paid by the Concessionaire for such Lease Year. The Annual Reconciliation Statement shall be prepared in accordance with GAAP and certified by the chief financial officer of the Concessionaire or other officer of the Concessionaire duly authorized to certify such statements. All certified Annual Reconciliation Statements shall be accompanied by calculations showing the determination of the amounts due and the amounts paid in reasonable detail and such other documentation necessary to verify such calculations as MassDOT reasonably may request. If the Annual Reconciliation Statement indicates that the amount of Revenue Share Rent actually paid by the Concessionaire for such Lease Year is less than the amount of Revenue Share Rent actually due for such Lease Year, the Concessionaire shall pay MassDOT the amount of such difference concurrently with the delivery of the certified Annual Reconciliation Statement to MassDOT.

SECTION 4.6 UTILITIES. Commencing on the Commencement Date and throughout the Term of this Lease, the Concessionaire shall timely perform, on behalf of MassDOT, all of MassDOT's obligations under (1) any utility accounts with respect to the Service Plazas in MassDOT's name; (2) any utility work orders issued in MassDOT's name and (3) that certain Memorandum of Understanding by and between Eversource Energy and MassDOT with respect to the Service Plazas, a copy of which was previously provided to Concessionaire. The Concessionaire shall be solely responsible for the cost of heat, water, electricity and all other Utilities related to the Service Plazas, including all Utilities required to serve EV Charging Stations now existing or installed in the future at the Service Plazas. If MassDOT is providing any Utilities, the Concessionaire shall be charged an amount based upon the usage rates charged to similar customers by the service company or the municipality that would otherwise have provided such utility service. The Concessionaire also shall be responsible for providing a MassDOT-approved means for a temporary water supply at each Service Plaza in accordance with Section 1.4 of **Appendix E** (Design and Construction Requirements).

SECTION 4.7 TAXES AND ASSESSMENTS. Concessionaire shall pay all Taxes accruing during the Term. The Concessionaire shall pay to each city and town in which the Service Plazas are located all Taxes assessed and taxed during the Lease Term with respect to the Service Plazas and any other premises leased by the Concessionaire. Taxes shall be paid directly to the appropriate Governmental Authority, and Concessionaire shall submit to MassDOT proof

reasonably acceptable to MassDOT that the Taxes have been paid prior to the date such Taxes may last be paid without incurring any interest or penalty. Concessionaire shall be responsible for ensuring that the Service Plazas and any other premises leased to Concessionaire are assessed to Concessionaire and not to MassDOT. Without limiting the generality of the foregoing, MassDOT shall have no responsibility or liability with respect to any bills or invoices that are sent to, or received by, MassDOT. Concessionaire shall have the right at its own cost to seek any abatements of Taxes, provided that Concessionaire provides to MassDOT security in a form reasonably satisfactory to MassDOT for all Taxes (and any interest or penalties thereon) sufficient to assure the payment thereof. At any time promptly following MassDOT's request, Concessionaire shall provide to MassDOT evidence satisfactory to MassDOT of Concessionaire's compliance with its obligations hereunder. Concessionaire shall be entitled to the benefit of any right granted by law to pay Taxes in installments. If Applicable Law permits payment of any Taxes to be deferred while challenging the amount due without any possibility of levy against MassDOT or the Service Plazas, then Concessionaire may defer payment of the same as long as the validity or amount of any such Taxes is contested diligently and in good faith. MassDOT agrees to cooperate at Concessionaire's sole expense in any such contest. Concessionaire shall be entitled to all abatement proceeds allocable to periods within the Term for which Concessionaire has paid Taxes.

SECTION 4.8 TOLLS. The Concessionaire and any Concessionaire Person (including their respective employees) shall be solely responsible for any tolls it and they incur on the Turnpike or otherwise.

SECTION 4.9 FINANCIAL INFORMATION. From time to time during the Term, MassDOT may require the Concessionaire to provide MassDOT with a current financial statement and financial statements of the two (2) years prior to the current financial statement year, such statements to be provided within thirty (30) days of MassDOT's request. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of the Concessionaire, shall be audited by an independent certified public accountant. If such financial statements are not audited, they shall be certified as true and correct by the Concessionaire's chief financial officer.

SECTION 4.10 SURVIVAL. Concessionaire's obligations under this Article 4 shall survive termination or expiration of this Lease.

ARTICLE 5
CONSTRUCTION OF REDEVELOPMENT IMPROVEMENTS AND PERMITTED CAPITAL IMPROVEMENTS

SECTION 5.1 IMPROVEMENTS TO SERVICE PLAZAS.

(A) Redevelopment Work. The Concessionaire shall perform the Redevelopment Work in compliance with the provisions of the Initial Plaza Redevelopment Plan (**Appendix C**), the Design and Construction Requirements (**Appendix E**), the Environmental Protocol (**Appendix J**), the provisions of this Lease, including the provisions of this Article 5 and in compliance with all other Contract Standards. The Concessionaire shall have sole liability and responsibility for the design, construction and

performance of such Redevelopment Improvements. The Concessionaire shall be solely responsible for meeting all conditions precedent to the completion of the Redevelopment Improvements as set forth in this Lease and for any defects in the design or construction, or in the existing Service Plazas discovered during or after completion of the Redevelopment Improvements.

During the Redevelopment Period, without MassDOT's prior written approval, such approval not to be unreasonably withheld, the Concessionaire shall not pay, or agree to pay, any amount, including any fee, compensation, reimbursement, charge, allocation, or other amount to itself, any Person holding a direct or indirect interest in Concessionaire or any Affiliate other than such amounts that have been fully disclosed in the Financing Plan approved by MassDOT. The Concessionaire shall expend not less than the Minimum Capital Investment Commitment Amount in completing the Redevelopment Work, and the expenditures for the Redevelopment Work shall generally correspond to the Preliminary Schedule of Values as set forth in **Appendix M** (Minimum Capital Investment Commitment Amount and Preliminary Schedule of Values). If the final cost of the Redevelopment Work is less than the Minimum Capital Investment Commitment Amount, the difference shall constitute the "**Unspent Commitment Amount**." MassDOT may, at its option, require the Concessionaire to perform additional Construction Work, as agreed to by the Parties, in an amount equal to the Unspent Commitment Amount. The Concessionaire shall bear sole liability for all expenditures for the Redevelopment Work, including expenditures that exceed the Minimum Capital Investment Commitment Amount.

(B) Permitted Capital Improvements. The term "**Permitted Capital Improvements**" shall mean collectively Capital Improvements set forth in Renewal and Replacement Plans (see Section 8.2(E)), Major Repairs as defined in Section 9.5 and any other capital repairs or capital improvements authorized by MassDOT pursuant to a Change Order. The design and construction of any Permitted Capital Improvements shall be referred to herein as "**Permitted Capital Improvement Work**." All Permitted Capital Improvement Work shall be performed by the Concessionaire with due diligence and in accordance with the requirements of this Lease, including in compliance with the Design and Construction Requirements (**Appendix E**) and of the Environmental Protocol (**Appendix J**), as determined by MassDOT, acting reasonably, and if applicable, a Change Order. Except for Permitted Capital Improvement Work and the Redevelopment Work, the Concessionaire shall not construct any alterations, additions or improvements that are "capital" in nature at the Service Plazas without MassDOT's prior written consent.

SECTION 5.2 GOVERNMENTAL APPROVALS AND RELATED REQUIREMENTS. In accordance with Section 7.3, the Concessionaire shall prepare all necessary documentation and obtain all necessary Governmental Approvals for Construction Work from MassDOT and other applicable Governmental Authorities prior to commencement of construction, including those described in this Section 5.2 and in **Appendix J** (Environmental Protocol), at the Concessionaire's sole expense. The Concessionaire shall deliver a copy of the application materials to MassDOT not less than thirty (30) Business Days prior to filing. MassDOT shall cooperate with and, upon the reasonable request of the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining such permits; provided that, such cooperation and assistance shall be limited to:

(1) Providing personnel resources to the extent reasonably available in the context of performance of their normal duties and shall not entail any overtime or third-party cost or expense to MassDOT; and

(2) Facilitating coordination with the Governmental Authority responsible for issuing the Governmental Approval.

MassDOT will not be responsible for the development of any materials necessary for submittal to the applicable Governmental Authority. MassDOT will not be responsible for any delay or additional costs associated with the Concessionaire's Governmental Approval applications and/or the issuance of any required Governmental Approval and any such delay or lack of Governmental Approval shall not constitute a Relief Event or an Environmental Relief Condition or be a basis for schedule, performance or cost relief to Concessionaire under this Lease.

SECTION 5.3 PLANS, SPECIFICATIONS AND AS-BUILTS

(A) MassDOT Approval Required. The process for MassDOT verification of plans and specifications for the Redevelopment Work are set forth in the Initial Plaza Redevelopment Plan and in **Appendix E** (Design and Construction Requirements). Before commencement of any Permitted Capital Improvements, the Concessionaire shall submit to MassDOT for its review and approval or verification of detailed plans and specifications prepared by a duly qualified and registered architect or professional engineer licensed in the Commonwealth of Massachusetts, signed and sealed, with a level of detail acceptable to MassDOT. MassDOT shall have the right to review and comment on the proposed plans and specifications pursuant to **Appendix E** (Design, and Construction Requirements). MassDOT will approve, verify or disapprove proposed plans and specifications (submitted at the 100% design completion level), or proposed modifications thereto, within twenty (20) days following MassDOT's receipt of same prepared by the Concessionaire in accordance with the terms and conditions of this Lease; provided that (i) MassDOT shall not unreasonably withhold, condition or delay approval or verification of any plans or specifications (or modifications thereto) and (ii) if MassDOT disapproves of any plans or specifications (or modifications thereto) it shall provide an explanation for such disapproval. Following any disapproval by MassDOT, the Concessionaire shall promptly resolve MassDOT's concerns. If plans and specifications are approved or verified by MassDOT, such plans and specifications may only be amended or supplemented with MassDOT's prior written approval or verification in accordance with this Section 5.3(A) and **Appendix E** (Design and Construction Requirements). Approval or verification by MassDOT of any plans and specifications for Permitted Capital Improvements, including any change to such plans and specifications required by MassDOT, or any other alterations or improvements at the Service Plazas, shall not constitute an assumption by MassDOT of any liability for the design, engineering, structural integrity, or construction means, methods, techniques and sequences of the buildings or improvements proposed to be constructed by the Concessionaire.

(B) As-Built Plans and Specifications. Not later than ninety (90) days following completion of construction of any improvements the Concessionaire shall submit

to MassDOT drawings and complete files in an electronic and paper form acceptable to MassDOT for the as-built plans and specifications and as otherwise required by **Appendix E** (Design and Construction Requirements).

(C) Changes in Plans and Specifications. If MassDOT requires a change (other than changes which reasonably would be considered *de minimis*) to the approved or verified plans and specifications for the Redevelopment Improvements or any Permitted Capital Improvements and such change is not necessary for compliance with Applicable Law or the Design and Construction Requirements (**Appendix E)**, and was not due to Concessionaire Fault, such change shall be considered a MassDOT Change and MassDOT shall negotiate a Change Order with the Concessionaire in accordance with Article 12 (Changes), including an amount to be paid for such work based on the actual, verifiable and reasonable incremental costs of such work. Changes in the approved or verified plans and specifications that are required to comply with the Contract Standards shall not constitute MassDOT Changes.

SECTION 5.4 COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK.

(A) Commencement and Completion of Redevelopment Work. The Redevelopment Work shall be performed in compliance with the Baseline Schedule attached hereto as **Appendix B.** The Redevelopment Work with respect to each Service Plaza shall commence (i) upon satisfaction of the Construction Commencement Conditions (set forth below); and (ii) no later than the Scheduled Construction Commencement Date with respect to such Service Plaza. No delay by the Concessionaire in satisfying any Construction Commencement Conditions shall serve to adjust any Scheduled Construction Commencement Date or any other milestone dates set forth in the Baseline Schedule. The Concessionaire shall diligently prosecute the Redevelopment Work with sufficient resources (e.g., supervision, workers, equipment and material) to assure the prompt completion of such Redevelopment Work in accordance with the terms of this Lease, including the Progress Schedule of Record and shall complete the Redevelopment Work by the Scheduled Substantial Completion Date for all Redevelopment Work. Upon achieving Substantial Completion for any Service Plaza, the Concessionaire shall complete all punch list items to MassDOT's satisfaction in accordance with the Contract Standards by the Scheduled Concessionaire Field Completion date for such Service Plaza. Following completion of the relevant punch list items, MassDOT shall re-inspect the outstanding items, and if found to meet the requirements of the Contract Standards, issue an acknowledgment of final completion.

(B) Construction and Completion of Permitted Capital Improvement Work. All Permitted Capital Improvement Work shall be performed in compliance with a Construction Management Plan prepared by the Concessionaire and approved by MassDOT in its discretion. Each such Construction Management Plan shall set forth a schedule for the Concessionaire to perform the work, including scheduled construction commencement and completion dates, and describe the scope of work and the potential impact on service and access to the Service Plaza. The Concessionaire shall submit a draft plan to MassDOT

at least three (3) months prior to the commencement of any Permitted Capital Improvement Work. MassDOT's approval or verification of any such plan or any modifications thereto will be for MassDOT's sole benefit and will not transfer any liability to MassDOT or relieve the Concessionaire of responsibility for the contents and adequacy of the plan.

(C) Construction Commencement Conditions. The Concessionaire shall not commence or permit the commencement of any phase of construction of Redevelopment Work or Permitted Capital Improvement Work at a Service Plaza, including any excavation or demolition work, until satisfaction of the following "**Construction Commencement Conditions**", as determined by MassDOT:

(1) The Concessionaire shall have held a preconstruction conference with MassDOT, other Key Personnel, representatives of each Project Contractor and Subcontractor at the affected Service Plaza and such other attendees as may be determined by MassDOT, for the purpose of establishing a working understanding among the various parties to allow the applicable Construction Work to proceed in a coordinated manner;

(2) The Concessionaire shall have satisfied all requirements of Applicable Law with respect to the commencement of construction and shall have obtained all Governmental Approvals required for the commencement of the physical construction of the Construction Work and all such Governmental Approvals shall be in full force and effect;

(3) The Concessionaire shall have completed all pre-conditions to construction set forth in the Design and Construction Requirements (**Appendix E**) and in the Environmental Protocol (**Appendix J**) for the applicable Construction Work;

(4) The Concessionaire shall have obtained approval or verification by MassDOT of any plans and specifications for the applicable Construction Work in accordance with Section 5.3;

(5) The Concessionaire shall have provided MassDOT with an insurance binder or copies of certificates of insurance for all Required Insurance required to be in place for the Construction Work;

(6) The Concessionaire shall have provided the Construction Performance Bond and Payment Bond for the Construction Work in accordance with Section 10.3; and

(7) The Concessionaire shall have demonstrated, to MassDOT's satisfaction compliance with the Concessionaire's obligations as required pursuant to Section 13.2.

(D) Construction Commencement Notice. Prior to commencing any Construction Work at a Service Plaza, the Concessionaire shall provide ten (10) days prior

written notice to MassDOT stating that the Construction Commencement Conditions at a given Service Plaza have been satisfied. If MassDOT determines that the Concessionaire has not satisfied the Construction Commencement Conditions, notwithstanding the Concessionaire's notice, MassDOT may notify the Concessionaire of MassDOT's determination and state which conditions the Concessionaire has failed to satisfy and the Concessionaire shall thereafter promptly satisfy all such conditions prior to commencing construction of such Construction Work.

(E) Early Start of Construction at Concessionaire's Risk. Any Early Start of Construction shall be at the sole and complete risk of the Concessionaire, and any changes, reconstruction, removals and schedule delays required for compliance with the final verified Design Documents shall be at the Concessionaire's sole cost and expense. If the accepted Design Documents for the Project require changes to the Redevelopment Improvements or Permitted Capital Improvements previously performed, the Concessionaire shall make such changes to the Redevelopment Improvements or Permitted Capital Improvements, as applicable at its sole cost and expense, and with no time extension.

SECTION 5.5 REDEVELOPMENT WORK--SCHEDULED SUBSTANTIAL COMPLETION DATE FOR EACH SERVICE PLAZA.

(A) Scheduled Substantial Completion Date of Service Plazas. The Scheduled Substantial Completion Date for each Service Plaza shall be specified in the Baseline Schedule. Each of the Scheduled Substantial Completion Dates shall be subject to adjustment as and to the extent provided in Article 12 (Changes) and in Article 17 (Supervening Events).

(B) Adjustments to Scheduled Substantial Completion Dates. Subject to the terms and conditions set forth in Article 17 (Supervening Events), the applicable Scheduled Substantial Completion Date shall be adjusted to the extent that the delay in the Substantial Completion Date for a Service Plaza is due to (i) the occurrence of any Relief Event or any Environmental Relief Condition; or (ii) Force Majeure.

SECTION 5.6 CONSTRUCTION SCHEDULES AND REPORTS.

(A) Construction Work: Schedule and Reports. The Redevelopment Work shall be performed in compliance with the Baseline Schedule and all other Construction Work shall be performed in compliance with the construction schedule included in the approved Construction Management Plan with respect to such Construction Work. The Concessionaire shall update and maintain each such schedule in accordance with **Appendix E** (Design and Construction Requirements), and submit to MassDOT a monthly report concerning the performance of the Construction Work, including an update to the schedule (the "**Progress Schedule/Monthly Update**") in accordance with the requirements of **Appendix E** (Design and Construction Requirements). The Concessionaire's submittal of the Progress Schedule/Monthly Update (or any revised progress schedule or report) is for MassDOT's information only and shall not limit or otherwise affect the Concessionaire's obligations to achieve each Substantial Completion

Date by the Scheduled Substantial Completion Date. MassDOT's receipt of the Progress Schedule/Monthly Update (or any revised progress schedule or report) shall not bind MassDOT in any manner. Thus, MassDOT's receipt of the Progress Schedule/Monthly Update (or any revised monthly progress schedule or report) shall not imply MassDOT approval, verification or consent to any of the matters set forth therein. Notwithstanding any of the foregoing, the Concessionaire acknowledges and agrees that it has a material obligation to provide MassDOT with, and to update, maintain and revise, Project Schedules in accordance with the Contract Standards, including the requirements of **Appendix E** (Design and Construction Requirements).

(B) Recovery Schedule. Without limiting any other requirement of this Lease, if any Progress Schedule/Monthly Update forecasts a delay to any of the Contract Milestones, the Concessionaire shall submit a Recovery Schedule prepared in accordance with **Appendix E** (Design and Construction Requirements) to MassDOT indicating the manner in which the Concessionaire will mitigate delays and achieve the Scheduled Substantial Completion Dates.

(C) Minimization of Disruptions. The Concessionaire shall minimize the disruption of services along the Turnpike by staggering the construction schedule so that Redevelopment Improvements are not concurrently being constructed at adjacent Service Plazas along the Turnpike in the same direction.

SECTION 5.7 CONSTRUCTION PRACTICE.

(A) EXCLUSIVE RESPONSIBILITY. The Concessionaire shall have exclusive responsibility for all construction means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Redevelopment Improvements and the Permitted Capital Improvements. The materials, machinery, structures, improvements, and equipment to be furnished as part of the Redevelopment Improvements and any Permitted Capital Improvements shall be new, of recent manufacture, and of good quality and in compliance with all requirements of this Lease. The Concessionaire shall bear the sole risk of all defects in materials, machinery and equipment used to construct the Redevelopment Improvements and any Permitted Capital Improvements.

(B) Concessionaire Control of the Construction Work. The Concessionaire shall have complete control of the Construction Work and shall effectively direct and supervise the Construction Work so as to ensure conformance with the Contract Standards, including any phasing or sequencing requirements for the Construction Work set out in the Design and Construction Requirements (**Appendix E**) or in the Environmental Protocol (**Appendix J**).

(C) General Construction Work Obligations. Without limiting any other requirement hereunder, the Concessionaire shall, in accordance with the Contract Standards:

(1) Furnish all services, provide all materials, equipment, labor and incidentals (including water, light, power, fuel, transportation and other

facilities and services required for the performance and completion of the Construction Work), and undertake all efforts necessary or appropriate to perform the Construction Work and maintain it (including maintaining it during the Redevelopment Period so as to achieve the applicable Scheduled Substantial Completion Date);

(2) Pay directly all costs and expenses of the Construction Work of any kind or nature whatsoever, excluding only those costs and expenses which this Lease expressly specifies will be the responsibility of MassDOT;

(3) Protect the Construction Work against damage from all causes whether from execution or non-execution of the Construction Work, subject to the terms and conditions of Article 16 (Insurance, Damage and Destruction);

(4) Develop, update, maintain, and comply with all detailed plans, specifications and other Deliverable Material that is required hereunder in respect of the Construction Work;

(5) Submit all construction plans, traffic plans, working drawings, and other Deliverable Material required by this Lease in respect of the Construction Work for review by MassDOT and ensure that no Construction Work that is subject to, governed by, or dependent upon any such deliverable proceeds prior to compliance with the applicable MassDOT review/verification and Concessionaire response requirements;

(6) Have exclusive responsibility for all means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Construction Work;

(7) Coordinate the various parts of the Construction Work, including so as to not unreasonably interfere with, interrupt, obstruct, delay or otherwise affect the work of MassDOT or any other contractor in the vicinity of the Service Plaza;

(8) Provide construction stakes, lines, and grades in accordance with the Contract Standards;

(9) Prior to commencing applicable procurement and construction activities, verify, at the Service Plazas, all measurements and levels necessary for proper and complete fabrication, assembly, and installation of the relevant Construction Work, as well as the location of all water services, water mains, sanitary sewers, and other Utilities (including any Utilities shown in the Design and Construction Requirements (**Appendix E**)), and carefully compare such field measurements and conditions with the requirements of this Lease;

(10) Maintain safety and security at all times during the performance of the Construction Work in accordance with the applicable Safety and Security Plan (see Section 8.2(D));

(11) Cooperate with MassDOT and any Governmental Authority, and any other contractor performing work in the vicinity of the Service Plaza concerning all matters relating to the Construction Work;

(12) Attend periodic meetings with MassDOT and its representatives and other stakeholders as required by this Lease;

(13) Use reasonable efforts to mitigate any delay and any damages due to delay (if and to the extent applicable) regardless of the cause of the delay, including by re-sequencing, reallocating or redeploying the forces of any Concessionaire Person performing Construction Work, as appropriate; and

(14) Carry out, perform, observe, fulfill, and abide by all the covenants, agreements, stipulations, provisions, and conditions mentioned and contained in this Lease on the part of the Concessionaire to be carried out, performed, observed, and fulfilled in connection with the Construction Work.

SECTION 5.8 TITLE, RISK OF LOSS AND ENCUMBRANCES.

(A) Title and Risk of Loss. Except as otherwise provided in Section 8.16(D) with respect to Fuel Service Equipment, title to the structures, improvements, fixtures, machinery, equipment, and materials constituting any Redevelopment Improvement or Permitted Capital Improvement shall automatically pass to MassDOT upon incorporation in the Project or any termination of this Lease, whichever first occurs, free and clear of all Encumbrances (other than Permitted Encumbrances). The Concessionaire hereby grants MassDOT a limited power of attorney for the sole purpose of retitling such assets in MassDOT's name. The Concessionaire shall bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment, and materials until the Termination Date, regardless of the extent to which the loss was insured or the availability of insurance proceeds. The procedures set forth in Article 16 (Insurance, Damage and Destruction) shall be applicable in the event of any damage to, loss, or the destruction of any Construction Work at a Service Plaza. Notwithstanding anything set forth in this Section 5.8(A) or Article 16 (Insurance, Damage and Destruction), the Concessionaire shall also bear all risk of loss concerning any structures, improvements, fixtures, machinery, equipment, or materials required for any Construction Work and stored at any off-site facility or any other location other than the Service Plazas or in transit to or from the Service Plazas.

(B) Encumbrances. The Concessionaire shall not directly or indirectly, without MassDOT's consent, create or permit to be created or to remain, and shall promptly discharge or bond any Encumbrance (other than Permitted Encumbrances or encumbrances

created pursuant to the Security Documents in accordance with the terms of this Lease) on the Project, including on any Service Plaza.

SECTION 5.9 COORDINATION WITH SEPARATE CONTRACTORS.

(A) Generally. The Concessionaire acknowledges that MassDOT may undertake or authorize other projects at or in the vicinity of the Service Plazas during the Term, including work performed pursuant to Section 14.1, and, without limiting any other obligation under this Lease, agrees to coordinate all Construction Work with all other work at or near the Service Plazas in accordance with the Contract Standards. MassDOT shall use all reasonable efforts to notify the Concessionaire of any such other projects. The Concessionaire, however, must ascertain to its own satisfaction the scope of the other project and the nature of any other contracts that have been or may be awarded by MassDOT in relation to the Project and any other work that may be authorized by MassDOT at or near the Service Plazas. The Concessionaire shall use all reasonable efforts to cause the Construction Work to be performed without damaging the work or property of any Separate Contractor and so as not to cause any unnecessary hindrance or delay to any Separate Contractor. The Concessionaire agrees to cooperate and coordinate its activities with those of MassDOT and all Separate Contractors so that all Construction Work can be completed in an orderly and coordinated manner without unreasonable disruption. MassDOT shall have no liability, financial or otherwise, for any loss experienced because of the presence or operations of any Separate Contractors.

(B) Interrelated Work. If any part of any Construction Work depends on proper execution of construction by any Separate Contractor, the Concessionaire shall, prior to proceeding with that portion of the Construction Work, inspect the other work and promptly report to MassDOT any apparent discrepancies or defects in the other construction that would render it unsuitable for the proper execution of the applicable Construction Work. Failure of the Concessionaire to report apparent discrepancies or defects in the other construction performed by any Separate Contractor to MassDOT shall constitute acknowledgment that the Separate Contractor's completed or partially completed construction is fit and proper to receive the Construction Work, except as to discrepancies or defects not then reasonably discoverable pursuant to Good Engineering and Construction Practice.

(C) Coordination and Performance. The Concessionaire's obligation to coordinate with Separate Contractors pursuant to this Section 5.9 includes the obligation to, in accordance with the Contract Standards:

(1) Properly arrange and schedule the Construction Work to account for the work of any Separate Contractor;

(2) Timely place and dispose of the material being used in the Construction Work;

(3) Afford any Separate Contractor reasonable opportunity to introduce and store their materials and use their equipment to execute their

work at the Service Plazas, at such Separate Contractor's risk subject to the Concessionaire's exercise of reasonable diligence;

(4) Join the Construction Work with the related work of any Separate Contractor in an acceptable manner; and

(5) Perform the Construction Work in proper sequence to the work of any Separate Contractor.

(D) Disputes Associated with Separate Contractors. If the Concessionaire believes that the work of a Separate Contractor is likely to interfere with or interrupt any Construction Work or other Contract Services, notwithstanding compliance by the Concessionaire of its obligations pursuant to this Section 5.9, the Concessionaire shall notify MassDOT and shall seek to mitigate any such interference or interruption. MassDOT shall decide which contractor shall cease work temporarily (for the minimum period of time reasonably practicable given the circumstances) and which contractor shall continue or whether the work can be coordinated so that the Concessionaire and the Separate Contractor may proceed simultaneously. The Concessionaire will have no entitlement to relief hereunder or any adjustment to the Scheduled Substantial Completion Date, or any other schedule, under circumstances of MassDOT ordering the Concessionaire to suspend, delay or interrupt all or any part of Construction Work due to Concessionaire Fault, including any failure of the Concessionaire to comply with this Section 5.9. However, any decision by MassDOT to suspend, delay or interrupt all or any part of the Construction Work pursuant to this Section 5.9 under circumstances other than as expressly specified in the preceding sentence, shall be made in accordance with Section 5.10(C).

SECTION 5.10 CONSTRUCTION OVERSIGHT AND UNCOVERING OF WORK.

(A) MassDOT Oversight/Audit Right. MassDOT shall 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 Redevelopment Improvements and any Permitted Capital Improvements to the extent necessary or advisable to comply with applicable government requirements and to verify the Concessionaire's compliance with this Lease. During any such activities, MassDOT Persons shall comply with the Concessionaire's reasonable safety and security rules and regulations applicable to presence in or upon the Service Plazas and shall not unreasonably interfere with the Concessionaire's performance of the Construction Work. The Concessionaire at all times will coordinate and cooperate, and require all Concessionaire Persons to coordinate and cooperate, with MassDOT and all MassDOT Persons.

The Concessionaire shall keep separate books and records with respect to Redevelopment Work and Permitted Capital Improvement Work performed at each Service Plaza. At any time, MassDOT and its representatives, upon reasonable notice, shall have the right to audit, examine, review and copy such books and records for the purposes of determining the

Concessionaire's compliance with this Lease. The Concessionaire will provide, in a format acceptable to MassDOT, an electronic copy of all such records to MassDOT upon request.

(B) Independent Peer Reviewer. The Concessionaire shall be responsible for retaining an independent peer reviewer, in accordance with G.L. c. 6C, § 62, et seq., to confirm that the key elements of the Design provided by the Concessionaire are in conformance with the applicable standard of care.

(C) Suspension, Delay or Interruption of Construction Work. MassDOT may, by written notice, order the Concessionaire to suspend, delay or interrupt all or any part of any Construction Work for such period of time as MassDOT may reasonably determine to be appropriate based on any of the following circumstances as determined by MassDOT, acting reasonably:

(1) The occurrence of a Concessionaire Fault;

(2) The Concessionaire's failure to comply with any of the Contract Standards;

(3) The Concessionaire's methods or the conditions for Construction Work are contrary to Applicable Law;

(4) Construction is planned to occur or has progressed in the absence of detailed plans and specifications that have been reviewed and approved or verified by MassDOT;

(5) Material or procedures are being used that are not in compliance with the Contract Standards;

(6) The Concessionaire fails to comply with any provision of the plans and specifications approved or verified by MassDOT; or

(7) The conditions of the Construction Work are reasonably likely to adversely impact the health or safety of the public or the persons employed for said Construction Work.

If the performance of all or any portion of the Construction Work is suspended, delayed or interrupted under any of the circumstances described in this Section 5.10(C), then the Concessionaire shall not be entitled to any time extension, compensation or other relief.

(D) MassDOT Fault. If the performance of all or any portion of the Construction Work is suspended, delayed or interrupted due to a MassDOT Fault and the resulting delay results in incremental or unanticipated costs to the Concessionaire, such suspension, delay or interruption shall be considered a MassDOT Change and the Concessionaire shall be entitled to a Change Order providing schedule relief in accordance with Section 17.4 and the Concessionaire's actual, verifiable and reasonable incremental

costs attributable to the suspension, delay or interruption, to the extent the Concessionaire bore no responsibility, subject to Article 12 (Changes).

(E) Other Circumstances. If the performance of all or any portion of the Construction Work is suspended, delayed or interrupted due to circumstances other than as described in Section 5.10(C) or Section 5.10(D), then the Concessionaire shall be entitled to a Change Order providing schedule relief in accordance with Section 17.4, and the Concessionaire shall not be entitled to any additional compensation or any other relief.

(F) Notice of Covering of Construction Work and Costs Related to Uncovering. The Concessionaire shall give MassDOT reasonable advance notice of its upcoming schedule with respect to the covering and completion of any Construction Work, including by indicating the same in the Monthly Progress Report, and shall update such notice, if necessary, within a reasonable time period before such covering and completion. MassDOT shall give the Concessionaire reasonable notice of any intended inspection or testing of such Construction Work in progress prior to its covering or completion. At any time prior to MassDOT's confirmation of Concessionaire Field Completion in relation to the applicable Construction Work, the Concessionaire shall take apart or uncover for observation, inspection or testing any previously-covered or completed Construction Work as directed by MassDOT. After inspection, the Concessionaire shall restore such Construction Work in accordance with the Contract Standards. The cost of uncovering, taking apart, restoring, or replacing such Construction Work shall be borne as follows:

(1) By the Concessionaire, if such Construction Work was covered prior to:

(a) Any inspection or test required by the Contract Standards;

(b) Any observation, inspection or test required or permitted by the Contract Standards for which MassDOT was not provided reasonable advance notice hereunder; or

(c) The date on which MassDOT was to conduct any observation or test as to which MassDOT provided notice of its intention to conduct in accordance with this Section 5.10(F); and

(2) In all other cases, as follows:

(a) By the Concessionaire, if such observation, inspection or test reveals that the Construction Work does not comply with this Lease; or

(b) By MassDOT, as a MassDOT Change, if such observation, inspection or test reveals that the Construction Work complies with this Lease.

In the event such Construction Work does comply with this Lease, the delay caused by uncovering, taking apart, restoring, or replacing such Construction Work shall be considered a MassDOT Change and the Concessionaire shall be entitled to schedule relief in accordance with Section 17.4; provided that, the Concessionaire shall be responsible for any such delay, and such delay shall not be treated as having been caused by a MassDOT Change, if the Concessionaire bears the cost responsibility pursuant to item (1) of this Section 5.10(F). Any MassDOT Change pursuant to this Section 5.10 shall be subject to a Change Order as and to the extent provided in Article 12 (Changes).

SECTION 5.11 CORRECTION OF REDEVELOPMENT IMPROVEMENTS AND PERMITTED CAPITAL IMPROVEMENTS. Without limiting any other obligation of the Concessionaire hereunder, the Concessionaire shall promptly take all necessary actions to correct all Redevelopment Improvements and any Permitted Capital Improvements that are not in compliance with the Design and Construction Requirements (**Appendix E**), the Environmental Protocol (**Appendix J**), and all other Contract Standards, whether discovered by the Concessionaire or MassDOT. If the material, work performed, or the finished product does not conform to the Contract Standards, MassDOT shall have the right to direct the Concessionaire to remove and replace, or otherwise correct, the material, work, or product at the Concessionaire's sole expense, and the Concessionaire shall comply with any such direction. Nothing in this Section 5.11 shall be construed to limit any other right or remedy of MassDOT under Applicable Law or this Lease in respect of any defect in the Redevelopment Improvements or any Permitted Capital Improvements.

ARTICLE 6
FINANCING AND REFINANCING

SECTION 6.1 CONCESSIONAIRE RESPONSIBILITY TO FINANCE THE PROJECT.

(A) Concessionaire Financing. The Concessionaire is solely responsible for obtaining and repaying all financing necessary for the Project (including the Redevelopment Work and any Permitted Capital Improvements) at its own cost and risk and without recourse to MassDOT. The Concessionaire exclusively bears the risk of any changes in the interest rate, credit spreads, payment provisions, collateral requirements, finance charges, or the other terms and conditions of its financing. The amortization term of any debt financing or refinancing undertaken by the Concessionaire for the Project shall not exceed the Term. No Lender or other party providing any financing for the Project shall be a Prohibited Person.

(B) Concessionaire Liability. Notwithstanding any foreclosure or other enforcement of any security interest created by any Security Document, the Concessionaire shall remain liable to MassDOT for the payment of all sums owing to MassDOT under this

Lease and the performance and observance of all of the Concessionaire's covenants and obligations under this Lease.

SECTION 6.2 DEBT NON-RECOURSE TO MASSDOT AND COMMONWEALTH. All debt obligations issued or incurred by the Concessionaire in connection with this Lease or the Project, including the Project Debt, shall be issued or incurred only in the name of the Concessionaire and without recourse to MassDOT, the Commonwealth, or any other Collective Indemnitee. Neither MassDOT, the Commonwealth nor any other Collective Indemnitee shall have any obligation to pay debt service on any Project Debt or other debt obligations, or to join in, execute or guarantee any note or other evidence of indebtedness of the Concessionaire, including any Security Document; provided that in the event the Concessionaire enters into financing secured by a Leasehold Mortgage or similar Project-level security, MassDOT shall, upon the Concessionaire's request, enter into a Lender's Remedies Agreement with the applicable Lender in form reasonably acceptable to MassDOT.

SECTION 6.3 SECURITY DOCUMENTS.

(A) Restrictions and Mandatory Terms. No Security Document or instrument purporting to mortgage, pledge or encumber, or create a Lien, charge or security interest in, on or against, the Concessionaire's interest in, or rights or obligations under, this Lease shall extend to or affect MassDOT's right, title and interest in the Project and shall not encumber the fee interest in the Service Plazas or MassDOT's rights or interests under this Lease. Each Security Document shall:

(1) Include (or incorporate by reference to another Security Document) an acknowledgement and agreement as to this Section 6.3(A), Section 6.2, Section 6.4, Section 9.6(A) and Section 4.1;

(2) Provide that any grant, assignment, mortgage, pledge, Encumbrance, Lien, charge, or security interest made or created in violation of this Section 6.3(A), Section 6.2, Section 6.4, Section 9.6(A) or Section 4.1 shall be null and void;

(3) Not otherwise contain terms that are contrary to or inconsistent with the express terms of this Lease; and

(4) Provide that any amendment or waiver of such Security Document that would result in a violation of this Section 6.3(A) shall be null and void without the express written consent of MassDOT.

(B) Preconditions to Execution and Compliance with Security Documents. The Concessionaire shall be responsible for satisfying the following conditions prior to executing the Security Documents:

(1) The Security Documents and any amendments or supplements thereto, shall be in form and substance reasonably acceptable to MassDOT (such approval only to be capable of being withheld by

MassDOT if the relevant document fails to comply with the terms of this Lease), and the Concessionaire shall have provided fully executed versions of each such document to MassDOT that are certified by the Concessionaire as being true, complete and accurate copies of the originals;

(2) To the extent required by the Lender(s), the Concessionaire shall have provided MassDOT with a counterpart of a Lender's Remedies Agreement executed by an authorized officer of each party thereto other than MassDOT and in form reasonably acceptable to MassDOT;

(3) All representations and warranties of the Concessionaire under this Lease shall be true and correct in all material respects when made and on the date of execution of the Security Documents, and the Concessionaire shall have delivered to MassDOT a certificate certifying to the same; and

(4) No Event of Default by the Concessionaire (or event that, with the passage of time or the giving of any notice, would become an Event of Default) shall have occurred and be continuing on the date of execution of the Security Documents.

The Concessionaire shall keep the Security Documents in good standing to the extent necessary to perform its obligations under this Lease and will ensure that none of the terms and conditions of the Security Documents will prevent the Concessionaire from performing its obligations under this Lease. If at any time the Concessionaire receives a notice that an "event of default" (however described under the Security Documents), entitling a Lender to enforce any security, or any other similar event has occurred under the Security Documents, the Concessionaire shall deliver to MassDOT a copy of such notice within five (5) Business Days of receipt of same.

(C) Changes to Security Documents. The Concessionaire shall not without the prior written consent of MassDOT, terminate, amend, or otherwise modify the Security Documents, or waive or exercise any of its rights under the Security Documents if such action would materially and adversely affect the Concessionaire's ability to perform its obligations under this Lease or have the effect of increasing any liability or potential liability of MassDOT. MassDOT shall not be liable for, or required to pay any, increased amount incurred by the Concessionaire in contravention of this Section 6.3(C). Without limiting any other requirement of this Article 6 (Financing and Refinancing), if at any time any material amendment is made to any Security Document or the Concessionaire enters into any replacement Security Document (or any agreement which affects the interpretation or application of any Security Document), the Concessionaire shall deliver to MassDOT a copy of each such material amendment or agreement within ten (10) Business Days of the date of its execution and creation, certified as a true copy by an officer of the Concessionaire.

SECTION 6.4 LEASEHOLD MORTGAGES. If the Concessionaire enters into financing which requires a leasehold mortgage, the Concessionaire shall have the right to place a Leasehold Mortgage on the Concessionaire's interest in this Lease pursuant to the Security Documents, upon

the condition that all rights acquired under such Leasehold Mortgage shall be subject and subordinate to all of the rights and interests of MassDOT hereunder. Subject to the terms and conditions of the Lenders' Remedies Agreement, the execution and delivery of a Leasehold Mortgage shall not be deemed to constitute an assignment, pledge, transfer or disposal of the Concessionaire's leasehold interest nor shall the holder of a Leasehold Mortgage be deemed to be an assignee or transferee of this Lease so as to require such holder to assume the performance of any of the terms, covenants or conditions on the part of the Concessionaire to be performed hereunder; and MassDOT's consent shall not be required with respect to sale of the Concessionaire's interest hereunder upon or in lieu of the foreclosure of any Leasehold Mortgage; provided, however, that any such sale complies with the terms and conditions of the Lender's Remedies Agreement and that no purchaser at a foreclosure sale or sale in lieu of foreclosure shall acquire any interest in the leasehold unless such purchaser or its designee shall execute, acknowledge and deliver to MassDOT an instrument in recordable form whereby such purchaser or designee assumes and agrees duly to perform all of the obligations, terms and conditions of this Lease to be performed on the part of the Concessionaire (including its obligations to perform under the Project Contracts and Subcontracts and any Subleases). If the Concessionaire shall grant a Leasehold Mortgage, the Concessionaire or the Leasehold Mortgagee shall deliver to MassDOT a true copy of such mortgage, together with written notice specifying the name and address of the mortgagee under such mortgage and the recording date. Any such Leasehold Mortgage shall be a Security Document hereunder.

SECTION 6.5 REFINANCING.

(A) Consent Required for Refinancing. Without limiting anything set forth in Section 6.3(C), the Concessionaire shall not enter into any Refinancing that will give rise to a Refinancing Gain other than an Exempt Refinancing (a "**Qualifying Refinancing**") without the prior written consent of MassDOT, which consent may be granted or withheld in MassDOT's discretion.

(B) MassDOT's Share of Refinancing Gain. MassDOT shall be entitled to receive a fifty percent (50%) share of any Refinancing Gain arising from a Qualifying Refinancing, to be determined in accordance with this Section 6.5.

(C) Concessionaire Proposal to Refinance. No later than thirty (30) days prior to the expected closing date for any Refinancing, the Concessionaire shall provide MassDOT with full details of any proposed Exempt Refinancing or proposed Qualifying Refinancing and a reasonable opportunity to review all related information which shall include:

(1) Details concerning any changes to the Concessionaire's obligations to the Lenders, including proposed revisions to the Security Documents and any proposed additional Security Documents;

(2) Information on the actual cash flow from the Commencement Date to the estimated Refinancing date;

(3) Macroeconomic, cash flow and cost projections from the estimated Refinancing date through the Expiration Date, assuming the planned Refinancing does not occur;

(4) Macroeconomic, cash flow and cost projections from the estimated Refinancing date through the Expiration Date, assuming the planned Refinancing occurs; and

(5) The estimated share of MassDOT's Refinancing Gain, expressed in terms of a lump sum payment.

(D) Audit Rights. MassDOT shall (before, during and at any time after any Exempt Refinancing or Qualifying Refinancing) have unrestricted rights of audit over any books, records and other documentation (including any aspect of the calculation of the Refinancing Gain) used in connection with such Exempt Refinancing or Qualifying Refinancing.

(E) Calculation of Refinancing Gain. Subject to Section 6.5(A), following the Concessionaire's delivery of the details regarding a proposed Qualifying Refinancing pursuant to Section 6.5(C), the Parties will negotiate in good faith to agree on the amount of the Refinancing Gain resulting from such Qualifying Refinancing, as determined pursuant to the definition of Refinancing Gain and Section 6.5(F). If the Parties fail to agree on the determination of the Refinancing Gain or the payment of MassDOT's share, either Party may elect to initiate the Dispute Resolution Procedures.

(F) Costs of Refinancing. The Refinancing Gain shall be calculated after taking into account the reasonable and proper professional costs that each Party directly incurs in relation to the Qualifying Refinancing and on the basis that the Concessionaire will be responsible for the payment of all reasonable and proper professional costs incurred by MassDOT in connection with the activities contemplated by this Section 6.5. Such costs shall be paid to MassDOT by the Concessionaire within thirty (30) days following any Qualifying Refinancing, even if the Refinancing Gain is determined to be zero.

(G) MassDOT Cooperation. MassDOT shall cooperate, as reasonably requested by the Concessionaire, in connection with the closing of any Refinancing entered into by the Concessionaire in accordance with this Section 6.5, including entering into a new or amended Lender's remedies agreement, and providing other customary instruments and documents, as reasonably required in connection therewith.

(H) Payment to MassDOT. MassDOT shall receive its share of any Refinancing Gain as a single lump sum payment to be paid promptly and in any event not later than five (5) Business Days following the closing of the Qualifying Refinancing. MassDOT's share of the Refinancing Gain shall be reflected in an Amendment. The Concessionaire shall execute such Amendment, effective as of the date of the Refinancing, as a condition to MassDOT's approval of the Qualifying Refinancing.

ARTICLE 7
GENERAL REQUIREMENTS AND CONDITIONS

SECTION 7.1 CONTRACT STANDARDS.

(A) Generally. The Concessionaire acknowledges and agrees that the Project will serve an essential public service and will be critically important to enable MassDOT to continue to provide food, Fuel and other retail services to motorists along the Highways. To further the interests of MassDOT and the Project, the Concessionaire shall (i) operate and maintain the Service Plazas in compliance with the Plaza Operations and Maintenance Plan and the terms of this Lease and (ii) perform all Contract Services in accordance with the Contract Standards.

(B) Application of Good Industry Practice. The Concessionaire is responsible for keeping itself informed of and applying current Good Engineering and Construction Practice and Good Industry Practice at all times during the performance of the Contract Services throughout the Term.

(C) Responsibility for Concessionaire Persons. All obligations of the Concessionaire hereunder shall be performed by Concessionaire Persons (subject to the limitations established herein) who are qualified to perform the specific services and meet all licensing and certification requirements of Applicable Law. The Concessionaire shall be fully responsible, in accordance with the terms and conditions of this Lease, for all Contract Services performed by all Concessionaire Persons, including the selection, pricing and performance of all Project Contractors and Subcontractors. The Concessionaire shall, as between itself and MassDOT, be responsible and liable to MassDOT for, and not relieved of its obligations under this Lease by, the acts, omissions, breaches, defaults, non-compliance, negligence, willful misconduct or other legal fault of each Concessionaire Person, and all references in this Lease to any act, omission, breach, default, non-compliance, negligence, willful misconduct or other legal fault of the Concessionaire will be construed accordingly to include any such act, omission, breach, default, non-compliance, negligence, willful misconduct or other legal fault committed by any other Concessionaire Person.

(D) Cooperation with MassDOT Representatives. The Concessionaire shall, and shall cause all Concessionaire Persons to, fully cooperate with all MassDOT representatives designated by MassDOT during the Term.

SECTION 7.2 ASSUMPTION OF RISK AND RESPONSIBILITY. All risks, costs, expenses and liability in relation to the performance by the Concessionaire of the Contract Services are allocated to, and accepted by, the Concessionaire as its entire and exclusive responsibility.

SECTION 7.3 COMPLIANCE WITH APPLICABLE LAW & GOVERNMENTAL APPROVALS.

(A) Compliance Obligation. Without limiting any other requirement of this Lease, the Concessionaire shall, and shall cause all Concessionaire Persons to, perform

the Contract Services in accordance with Applicable Law and the applicable policies of MassDOT.

(B) Governmental Approvals. The Concessionaire shall, in accordance with the Contract Standards, make all filings, applications and reports necessary to be made in order to obtain and maintain all Governmental Approvals required for the performance of the Contract Services. The Concessionaire shall, and shall cause all Concessionaire Persons to, comply with all conditions and requirements of all Governmental Approvals required to be made, obtained or maintained under Applicable Law in connection with the performance of the Contract Services. MassDOT, in its capacity as the counterparty to the Concessionaire under this Lease, shall have the right independently to enforce compliance with this Lease regarding the requirements of any Governmental Approval regardless of whether a concurrent or different regulatory enforcement action has been undertaken by any other Governmental Authority. Any violations of or noncompliance with any Governmental Approval caused by the Concessionaire violating or not being in compliance with a Governmental Approval shall be at the sole risk of the Concessionaire and shall not be a basis for Supervening Event relief under this Lease.

(C) Environmental Compliance. The Concessionaire shall comply with all applicable Governmental Approvals and Environmental Laws, rules, regulations and other Applicable Laws, including, if applicable, requirements of any National Pollutant Discharge Elimination System General Permit for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems and a Transportation Separate Storm Sewer System permit, and shall comprehensively integrate environmental compliance into all design, construction and operational activities. Certain of the environmental requirements with which the Concessionaire will be required to comply under this Lease are set forth in Article 11 (Environmental Matters) and **Appendix J** (Environmental Protocol).

(D) Registration, Licensing and Certification Requirements. The Concessionaire shall ensure that all Concessionaire Persons performing the Contract Services, including the Project Contractors and all Subcontractors, comply with all registration, licensing and certification requirements imposed by Applicable Law.

SECTION 7.4 EMERGENCIES. The Concessionaire shall comply with all orders and directives given or issued by MassDOT or any Governmental Authority having police power or regulatory jurisdiction based on any emergency condition. In the absence of any such order or directive, if an emergency occurs which threatens imminent loss or damage to property or safety of life, the Concessionaire shall take all appropriate action to prevent threatened loss, damage, injury or death. The Concessionaire shall notify MassDOT of the situation and all actions taken promptly thereafter.

SECTION 7.5 INVESTIGATIONS OF NON-COMPLIANCE.

(A) Reporting Requirements. The Concessionaire shall (i) report to MassDOT, immediately upon obtaining knowledge thereof, all violations and potential violations of the terms and conditions of any Governmental Approval or other Applicable

Law pertaining to the Project; and (ii) shall provide to MassDOT promptly following the receipt thereof, copies of any notice of default, breach or non-compliance received under or in connection with any Governmental Approval or any Project Contract or Subcontract pertaining to the performance of the Contract Services. In connection with receiving oral or written notice from any Governmental Authority of any actual or alleged event of non-compliance with any Governmental Approval or other Applicable Law in the performance of the Contract Services, the Concessionaire shall notify MassDOT, and, in addition to any other duties which Applicable Law may impose:

(1) Fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Authority;

(2) Attend all meetings and hearings with respect to the Project required by any Governmental Authority;

(3) Provide to any Governmental Authority (with copies to MassDOT) all corrective action plans, reports, submittals and documentation required by such Governmental Authority; and

(4) Promptly upon receipt thereof, provide MassDOT with a true, correct and complete copy of any written notice of violation or non-compliance with Applicable Law, and a written summary of any oral notice of non-compliance with Applicable Law, issued or given by any Governmental Authority.

The Concessionaire shall furnish MassDOT with a prompt written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance to the extent the Concessionaire has knowledge of any such event or circumstance, and of any Legal Proceeding alleging such non-compliance. To the extent practicable, the Concessionaire shall provide MassDOT an opportunity to review and comment on any proposed Concessionaire response to any non-compliance with Applicable Law hereunder prior to its implementing such response.

(B) Fines, Penalties and Remediation. In the event that any Concessionaire Person fails at any time to comply with any Governmental Approval or other Applicable Law with respect to the Contract Services, the Concessionaire shall:

(1) Promptly correct such failure and resume compliance with Applicable Law;

(2) Pay any resulting fines, assessments, levies, impositions, penalties or other charges without any liability for MassDOT;

(3) Indemnify, defend and hold harmless the Collective Indemnitees in accordance with Article 18 (Indemnification);

(4) Make all changes in performing the Contract Services which are necessary to assure that the failure of compliance with Applicable Law will not recur; and

(5) Comply with any corrective action plan filed with or mandated by any Governmental Authority in order to remedy a failure of the Concessionaire Person to comply with Applicable Law.

SECTION 7.6 BACKGROUND INFORMATION AND INDEPENDENT DILIGENCE.

(A) Information Provided by or on Behalf of MassDOT. In connection with the issuance of the RFP, certain documents, information, reports, reference information documents ("**RIDS**") and other materials relating to the Project (collectively, the "**Background Information**") were made available in accordance with the RFP for the informational purposes of the competing firms, including the Concessionaire. Prior to the submittal of its response to the RFP, the Concessionaire and each other Concessionaire Person conducted their own due diligence as to the accuracy, completeness, relevance, fitness for purpose and adequacy of the Background Information and (i) the Background Information has not been incorporated into this Lease, (ii) neither MassDOT, nor any person who prepared, produced or provided any of the Background Information, makes or has made any representation, warranty, undertaking or guarantee as to the accuracy, completeness, relevance, fitness for purpose or adequacy of the Background Information; and (iii) the Concessionaire is not entitled to rely on any of the Background Information. In addition, neither MassDOT nor any person who prepared, produced or provided any part of the Background Information shall have any responsibility or liability to the Concessionaire or any other Concessionaire Person in respect of, and the Concessionaire shall not be relieved of any obligation under this Lease as a result of, any (i) omission or lack of accuracy, utility, completeness, relevance, fitness for purpose or adequacy of any kind whatsoever in respect of the Background Information; (ii) interpretations of, or conclusions drawn from, any of the Background Information; (iii) failure by MassDOT or by any person who prepared, produced or provided any of the Background Information to update any of the Background Information, the contents of which may reflect information available as of the date such information was prepared or as of such other date indicated therein; (iv) failure by MassDOT or any other person to reference or otherwise make available any materials, documents, drawings, plans or any other information relating to the Project; or (v) causes of action or claims of, or any losses whatsoever suffered by, the Concessionaire or any other Concessionaire Person by reason of any use of, or any action or forbearance in reliance on, any of the Background Information.

(B) Responsibility for Independent Diligence/BTC. The Concessionaire is responsible for the independent verification and confirmation of all information supplied to it by or on behalf of MassDOT and upon which it elects to rely in connection herewith. The Concessionaire is deemed to have satisfied itself as to (i) the suitability of the Service Plazas and the sufficiency of the rights granted to it under this Lease for the performance of the Contract Services; (ii) the nature and extent of the risks assumed by it under this Lease; (iii) the sufficiency of its opportunities and the opportunities

of each other Concessionaire Person to conduct due diligence prior to the submittal of its response to the RFP pursuant to Good Engineering and Construction Practice and Good Industry Practice; (iv) the general, local, and physical conditions that may affect cost, progress, and the performance of the Contract Services; and (v) the means, methods, techniques, sequences, and procedures to be employed by the Concessionaire in order to perform the Contract Services in accordance with the Contract Standards.

In addition, Concessionaire has full responsibility for the design and construction the Project, regardless of the fact that MassDOT has supplied certain preliminary design work for certain portions of the Project to the Concessionaire. Concessionaire acknowledges that it has diligently reviewed the BTC for errors, omissions, inconsistencies or other defects during the preparation of its Proposal, and has incorporated into its Proposal all costs associated with correction of any such errors, omissions, inconsistencies and other defects. Concessionaire specifically acknowledges and agrees that:

(1) the BTC was developed to establish the minimum baseline requirements that shall be equaled or exceeded by Concessionaire and that while some of these documents have been advanced to a significant level of development, Concessionaire is required to provide a Final Design that is stamped, sealed and certified by its own Massachusetts Registered Architect and Professional Engineer of Record (as applicable) for review and acceptance by the MassDOT and possible third parties, and that Concessionaire is responsible for the constructability of the Final Design;

(2) MassDOT does not warrant the adequacy of the BTC, the RIDs or the other RFP documents, and Concessionaire's reliance upon such documentation and the information therein shall be at Concessionaire's sole risk;

(3) the Redevelopment Improvements can be constructed as contemplated by the Lease, including **Appendix B**, **Appendix C**, **Appendix E** and **Appendix J**;

(4) MassDOT shall have no responsibility or liability for errors, omissions, inconsistencies or defects in the Lease, including in any of the Exhibits or Appendices;

(5) Concessionaire has independently determined that the BTC presents a feasible concept the Redevelopment Work and can and shall be used as the basis for the design, construction and completion of the Redevelopment Work, and agrees that it shall have no right to seek additional compensation or a time extension to a Contract Milestone based on any errors, omissions, inconsistencies or other defects in the BTC;

(6) Concessionaire acknowledges and agrees that it has familiarized itself with the requirements of all Applicable Law and the

conditions and schedules contained in all Governmental Approvals prior to entering into this Lease; and

(7) Concessionaire's representations and warranties and indemnities hereunder cover errors, omissions, inconsistencies and defects in the Redevelopment Work even though they may be related to errors, omissions, inconsistencies or defects in in the Lease, including in any of the Exhibits or Appendices or the BTC and RIDs.

(C) No Reliance on Unincorporated Statements or Representations. The Concessionaire acknowledges and agrees that it has not entered into this Lease on the basis of, and has not relied upon, any statement, representation or warranty (in each case, whether oral, written, express or implied) made or agreed to by MassDOT or any other person, including any MassDOT Person.

SECTION 7.7 DELIVERY OF DOCUMENTS. This Lease requires the Concessionaire to deliver reports, records, designs, plans, drawings, specifications, proposals and other documentary submittals in connection with the performance of its duties hereunder (collectively, "**Deliverable Material**"). The Concessionaire agrees that all such documents shall be submitted to MassDOT as specified in this Lease and that MassDOT, acting reasonably, may require that such documents be provided in printed form. Digital copies shall consist of computer readable data submitted in any standard interchange format which MassDOT may reasonably request to facilitate the administration and enforcement of this Lease. In the event that a conflict exists between the signed or the signed and stamped hard copy of any document and the digital copy thereof, the signed or the signed and stamped hard copy shall govern, unless MassDOT determines otherwise, acting reasonably. All such Deliverable Material, including all ideas, methods, or information represented in such Deliverable Material, may be used as MassDOT determines and shall be delivered to MassDOT at no additional cost as required hereunder, upon request or upon the expiration or any earlier termination of this Lease, whichever first occurs.

SECTION 7.8 OWNERSHIP AND USE OF DELIVERABLE MATERIAL AND WORK PRODUCT.

(A) MassDOT Ownership of Work Product and Work-for-Hire. To the extent permissible under Applicable Law, all copyrights, patents, trade secrets, or any other Intellectual Property rights in all Deliverable Material or as otherwise created pursuant to or in fulfillment of this Lease (collectively, the "**Work Product**") shall be considered a work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C §§101 *et seq*., and any foreign equivalent thereof.

(B) Assignment of Work Product and Associated Assets. To the extent, where applicable, that MassDOT does not own full right, title and interest in and to the Work Product pursuant to Section 7.8(A), and subject to the Pre-Existing Intellectual Property exclusions specified in Section 7.8(C), the Concessionaire hereby assigns to MassDOT all of the Concessionaire's ownership, right, title, and interest in and to all Work Product, including all other rights that may hereafter be vested relating to the Work Product.

(C) Pre-Existing Intellectual Property. MassDOT acknowledges and agrees that in the performance of the Contract Services, Concessionaire Persons may use proprietary algorithms, software, hardware, databases, other background technology, and other proprietary information that such Concessionaire Person developed or licensed from third parties prior to the Commencement Date ("**Pre-Existing Intellectual Property**"). Without limiting MassDOT's rights with respect to the Work Product or the Project, any such Pre-Existing Intellectual Property shall not be subject to the assignment under Section 7.8(B).

(D) License to Work Product. To the extent, where applicable, that this Section 7.8 does not provide MassDOT with full ownership, right, title and interest in and to the Work Product, or any component thereof, the Concessionaire hereby grants to MassDOT a perpetual, fully-paid, transferable, irrevocable, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import the Work Product, with the right to sublicense each and every right (through multiple tiers). The exercise of MassDOT's rights pursuant to this Section 7.8 does not excuse or waive any breach of the Concessionaire's representations, warranties or obligations under this Lease, including any breach of its representation and warranty pursuant to Section 22.4.

(E) Concessionaire's Authority to Grant Intellectual Property Rights. The Concessionaire has and will maintain the full power and authority to grant the Intellectual Property and other related rights granted under or contemplated by this Lease without the further consent of any third-party. If the Concessionaire loses or anticipates the loss of any such rights, power and authority, it shall notify MassDOT immediately in writing, and in all events before the effective date of loss or revocation.

(F) Concessionaire Intellectual Property Indemnity. The Concessionaire shall indemnify, defend, and hold harmless the Collective Indemnitees in accordance with and to the extent provided in Article 18 (Indemnification) from and against all Loss-and-Expense arising, directly or indirectly, out of or related to any claim or allegation that any of the designs, devices, materials, content or processes used by any Concessionaire Person in accordance with the Concessionaire's obligations hereunder, or that any use of the Work Product or exercise of MassDOT's rights granted hereunder, constitute infringement or unauthorized use of any third-party's Intellectual Property, whether such Loss-and-Expense arises during the prosecution of the Contract Services or otherwise.

(G) Further Assistance and Survival. Where applicable and at the direction of MassDOT, the Concessionaire shall cooperate and provide assistance to MassDOT to obtain and enforce Intellectual Property rights, including patents, copyrights, trade secret rights, and other legal protections, for the Work Product in the United States of America or any foreign jurisdictions, including by executing and submitting any documents reasonably requested by MassDOT to obtain and enforce such rights and protections. Notwithstanding anything herein to the contrary, the rights and obligations of or by either

Party contained in the provisions of this Section 7.8 shall survive termination or expiration of this Lease.

SECTION 7.9 TRADEMARK LICENSE RIGHTS. As a service to Highway travelers and the general public, MassDOT distributes helpful and relevant information through print publications, roadway signage, Service Plaza signage, MassDOT websites and online platforms, mobile apps, social media, and through other means or technological formats by promoting, advertising, and identifying the businesses, services, and options available at the Service Plazas. MassDOT has an interest in widely disseminating this information in ways that are approachable, effective, and readily identifiable to the public. As part of these efforts, MassDOT requires the right to use and display certain pre-approved logos, branding elements, or service or trademarks (collectively, the "**Marks**") related to the food or fuel services or concepts at a Service Plaza in a manner, media, and form to be pre-approved by the Concessionaire and/or licensor of said rights. The Concessionaire shall procure or grant all licenses from all rights holders to assure that MassDOT has been granted the necessary rights to use and display the Marks for these purposes. The Concessionaire shall, and shall cause all Concessionaire Persons to, enter into a formal license agreement for the granting of said rights upon request by MassDOT, and MassDOT's approval of a subtenant, brand or concept, shall be contingent upon MassDOT's approval, in its discretion, of the method for granting said rights or upon the execution of a license agreement, and is subject to withdrawal or rejection for the Concessionaire's failure to grant or procure said rights and licenses.

SECTION 7.10 SURVEYS AND TITLE INSURANCE POLICIES. Prior to the Commencement Date, the Concessionaire shall provide MassDOT with surveys for each Service Plaza which meet 2021 ALTA minimum standards, and with such table "A" items as MassDOT reasonably requests. The surveys shall be certified to MassDOT and prepared and signed by a Massachusetts licensed professional engineer or surveyor reasonably acceptable to MassDOT. Prior to the Commencement Date, the Concessionaire shall also provide MassDOT with copies of the Concessionaire's leasehold owner's title insurance policies for each Service Plaza, issued by a title insurance company licensed to do business in Massachusetts which is reasonably acceptable to MassDOT.

ARTICLE 8
OPERATION AND MANAGEMENT OF SERVICE PLAZAS

SECTION 8.1 COMPLIANCE WITH PLAZA OPERATIONS AND MAINTENANCE PLAN AND OPERATIONS AND MAINTENANCE PERFORMANCE STANDARD. The Concessionaire shall operate and maintain the Service Plazas during the Lease Term in accordance with the terms and conditions of this Lease, including the terms of the Plaza Operations and Maintenance Plan attached hereto as **Appendix D** and the Operations and Maintenance Performance Standards specified in **Appendix F**. Failure of the Concessionaire to comply with the terms of the Plaza Operations and Maintenance Plan and the Operations and Maintenance Performance Standards shall constitute a default under this Lease and any such default will require the Concessionaire to implement remedial action and may result in the imposition of liquidated damages by MassDOT in accordance with Operations and Maintenance Performance Standards (**Appendix F**).

SECTION 8.2 PLAZA OPERATIONS AND MAINTENANCE PLAN. The Plaza Operations and Maintenance Plan shall include component plans for each of the Service Plazas as more particularly detailed below (individually, a "**Plaza Component Plan**" and collectively, the "**Plaza Component Plans**"). The initial Plaza Component Plans (other than the Renewal and Replacement Plans) have been approved or verified by MassDOT and are attached to the Plaza Operations and Maintenance Plan (**Appendix D**). Concessionaire shall provide updates of the Plaza Component Plans in accordance with the provisions of this Article 8.

(A) Operational Plans. The Contract Services shall be performed in compliance with Operational Plans for each Service Plaza. The Operational Plans shall address activities related to the operation and repair and maintenance of the Service Plazas, including all of the specific information required by this Article 8 (Operation and Management of Service Plazas) and **Appendix F** (Operations and Maintenance Performance Standards) and shall address operating and maintenance responsibilities at each Service Plaza and each Maintenance Area prior to, during and after completion of any Construction Work. Throughout the Lease Term, the Concessionaire shall keep maintenance logs and shall otherwise comply with the Operational Plans for each Service Plaza. This includes but is not limited to MS4/TS4, ACO requirements listed in **Appendix F** (Operations and Maintenance Performance Standards) and **Appendix J** (Environmental Protocol).

(B) Quality Assurance and Quality Control Plans. The Contract Services shall be performed in compliance with Quality Assurance and Quality Control Plans for each Service Plaza. The Quality Assurance and Quality Control Plans shall address all activities related to the provision of food, Fuel and customer services at the Service Plazas. The Quality Assurance and Quality Control Plans shall describe the processes and procedures that the Concessionaire will employ to ensure compliance with the Operations and Maintenance Performance Standards attached hereto as **Appendix F**, utilizing the highest industry standards of quality control and assurance and shall identify Concessionaire monitoring activities and schedules, and define related corrective actions for compliance with the Operations and Maintenance Performance Standards attached hereto as **Appendix F**.

(C) Environmental Management Plans. The Contract Services shall be performed in compliance with Environmental Management Plans for each Service Plaza. Each Environmental Management Plan shall describe the Concessionaire's measures and procedures to ensure environmental compliance and comply with the provisions of Article 11 (Environmental Matters), **Appendix F** (Operations and Maintenance Performance Standards) and **Appendix J** (Environmental Protocol). For each Service Plaza at which the Concessionaire is performing Redevelopment Work, at least one-hundred twenty (120) days prior to the commencement of the Redevelopment Work at the Service Plaza, the Concessionaire shall submit to MassDOT for review and comment a draft Service Plaza-specific Environmental Management Plan, an Environmental Review Checklist, and an Environmental Permit Matrix, in addition to any draft permit applications, plans or documentation required by Applicable Law, in each case prepared in accordance with the Contract Standards.

(D) Safety and Security Plans. The Contract Services shall be performed in compliance with Safety and Security Plans for each Service Plaza. The Concessionaire shall maintain the safety of the Service Plazas at a level consistent with all Applicable Law, including federal, state and local safety and health codes, rules and regulations. The Safety and Security Plan for each Service Plaza shall address the implementation and monitoring of all safety precautions and programs related to the performance of the Contract Services to ensure the safety of all employees and other persons present on or about the Service Plazas and shall include the following: (i) maintenance of industry compliant lighting and ongoing maintenance of lighting throughout the Service Plazas, including at EV Charging Stations; (ii) address the confluence of passenger vehicles and commercial vehicles; (iii) maximize security based on threats, and reduce known vulnerabilities that evolve over time; (iv) provide secure access for restricted/non-public areas; and (v) provide indoor and outdoor multi-camera video surveillance (including surveillance of EV Charging Stations) with minimum 30-day capacity for retention of recordings. In relation to EV Charging Stations, the Safety and Security Plan also shall implement physical strategies to protect consumers and consumer data; including the utilization of anti-tamper techniques, and strategies to prevent illicit or illegal surveillance of payment devices. The Safety and Security Plans shall provide that EV Charging Stations shall be located, designed and constructed to ensure visibility from onlookers, in a manner that promotes driver, pedestrian, and vehicle safety, and also shall provide that EV Charging Stations shall be designed and constructed in accordance with all applicable fire code requirements for fire prevention and suppression. The Safety and Security Plans shall include Good Industry Practices for responding to EV fires and other EV Charging Station emergencies. The Safety and Security Plan also shall provide that the EV Charging Stations shall protect against the risk of harm to, or disruption of, charging infrastructure and the grid. The Safety and Security Plans shall include parking compliance efforts to be implemented by the Concessionaire which shall follow guidance by the Massachusetts State Police Department and shall provide that all access gates at all Service Plazas shall remain secured at all times and shall never be unattended at any time such gates are unlocked

(E) Renewal and Replacement Plans. The Concessionaire shall develop a Renewal and Replacement Plan for each Service Plaza in accordance with the provisions of this Section 8.2(E) addressing the performance of future maintenance, repair and replacement obligations of the Concessionaire. Within sixty (60) days prior to the commencement of the fifth (5^{th}) Lease Year and every five (5) years thereafter during the Lease Term, the Concessionaire shall deliver to MassDOT a renewal and replacement plan for each Service Plaza (each, a "**Renewal and Replacement Plan**" and collectively, the "**Renewal and Replacement Plans**") specifying all capital repairs and capital improvements that need to be made to each Service Plaza in each year for the following five years in order to keep the Service Plazas in the condition required pursuant to this Article 8 and Article 9 (individually, a "**Capital Improvement**" and collectively, "**Capital Improvements**") and together with a budget showing the estimated cost of each such Capital Improvement (the "**Capital Improvement Budget**"). The Renewal and Replacement Plans shall be prepared by an independent professional engineer selected by the Concessionaire with at least ten (10) years' experience working on properties similar to the Service Plazas. The Renewal and Replacement Plans shall be submitted to MassDOT

for its review and approval or verification in accordance with the procedure set forth below. The Concessionaire shall be responsible for implementing the Capital Improvements within the time-frames set forth in the Renewal and Replacement Plan and the costs for implementing such Capital Improvements shall be paid for using Concessionaire's funds; provided that Concessionaire may also use funds in the Renewal and Replacement Reserve subject to compliance with the provisions of Section 9.6.

(F) Marketing Plans. The Concessionaire shall develop a Marketing Plan for each Service Plaza setting forth all of the Concessionaire's intended marketing, promotional and advertisement activities with respect to the Service Plazas for the applicable Lease Year in question. The Concessionaire, at its sole cost and expense, shall actively market, promote, advertise and publicize its business operations at the Service Plazas pursuant to the Marketing Plans and no Concessionaire Person shall market, promote, advertise or publicize its business operations at the Service Plazas except in accordance with the approved Marketing Plans. Without limiting the generality of the foregoing, the Concessionaire may not under any circumstance advertise any service, product or concept at a Service Plaza that is not permitted and available at the Service Plaza.

(G) Local Vendor Plans. The Concessionaire shall develop a local vendor plan for each Service Plaza in accordance with the provisions of this Section 8.2(G) implementing the Concessionaire's obligations under Section 8.9 (each, a "**Local Vendor Plan**" and collectively, the "**Local Vendor Plans**"). The Concessionaire shall develop and implement each Local Vendor Plan in collaboration with the Massachusetts Executive Office of Economic Development. Each Local Vendor Plan shall include:

(1) the showcasing of goods and products from Massachusetts vendors at the Service Plaza consisting of Locally Sourced Products;

(2) the location and dimensions of the Designated Local Retail Area at the Service Plaza required by Section 8.9(B) together with a floor plan;

(3) the Concessionaire's approach to vendor sourcing, vendor onboarding, quality assurance, product placement, and signage that identifies Locally Sourced Products to the travelling public; and

(4) marketing and promotional activities for Locally Sourced Products, each subject to MassDOT prior review and approval.

SECTION 8.3 Process for Updating Plaza Component Plans. Commencing on May 1, 2028 and continuing on May 1st of each subsequent year during the Term, the Concessionaire shall submit to MassDOT for MassDOT's review and approval or verification updated Plaza Component Plans, prepared in accordance with the Contract Standards for the upcoming Lease Year; provided, however, Renewal and Replacement Plans shall be submitted in accordance with the time-frame set forth in Section 8.2(E) (a "**Concessionaire Update Submittal**"). The Concessionaire Update Submittal shall clearly identify any changes made to the Plaza Component Plans from the currently existing Plaza Component Plans. If MassDOT sends notice to the

Concessionaire stating that it disapproves of, or has questions and/or comments on any Project Component Plan, including any Renewal and Replacement Plan, the Concessionaire shall, within thirty (30) days following the Concessionaire's receipt of MassDOT's notice, provide MassDOT with responses to MassDOT comments and/or questions, and if required by MassDOT's notice, shall provide MassDOT with an updated Project Component Plan(s) addressing MassDOT's concerns. MassDOT shall use diligent efforts to provide such notice within forty-five (45) Business Days following its receipt of a Concessionaire Update Submittal. The Concessionaire and MassDOT shall cooperate with one another to address and resolve MassDOT's concerns promptly. MassDOT's prior written consent shall be required with respect to any Renewal and Replacement Plan and with respect to any other updated Plaza Component Plan if such updated Plaza Component Plan could (i) require changes to any provisions of this Lease, (ii) increase MassDOT's obligations or liabilities hereunder, or (iii) result in noncompliance by the Concessionaire with any provision of this Lease, each as determined by MassDOT in its discretion.

SECTION 8.4 PERMITTED USES AND BUSINESS RESTRICTIONS.

(A) Permitted Uses. The Service Plazas shall be utilized during the Term solely for the following uses: (i) the provision of food, EV charging (as applicable), Fuel and travel-related retail services and amenities to motorists along the Highways, (ii) any additional uses that may be set forth in the Plaza Operations and Maintenance Plan, and (iii) ancillary supporting uses, and for no other purpose. All permitted uses of the Service Plazas shall be in accordance with the terms, conditions and requirements of this Lease. The Concessionaire shall not use or allow the Service Plazas or any part thereof to be used, occupied or operated in any manner or for any purpose that would constitute a Prohibited Use as defined in **Appendix G**, or void, or make voidable, any insurance then in force with respect to the Service Plazas. With respect to the Maintenance Area at each Service Plaza, the Concessionaire shall only have the right to perform maintenance activities in such areas in accordance with this Lease and such areas shall not be used or occupied by Concessionaire.

(B) No Other Business. The Concessionaire shall not engage in any business or activity other than the business or activities conducted for the purpose of the Project.

(C) MassDOT Consent Required. MassDOT, in its discretion, may consent to modifications to the restrictions set forth in this Section 8.4. Any such MassDOT-approved modification shall be reflected in a Change Order entered into by the Parties in accordance with Article 12 (Changes) and an Amendment.

SECTION 8.5 CONTINUOUS OPERATIONS. The Concessionaire shall operate the Service Plazas for the benefit of the traveling public every day of the year beginning on the Commencement Date, subject only to closures approved in advance by prior written consent of MassDOT. Each food service vendor shall provide food services at each Service Plaza as specified in this Lease, including in the Plaza Operations and Maintenance Plan, from 5:00 A.M. to 12:30 A.M. (or such other hours as may be approved by MassDOT) seven days a week. The Concessionaire shall provide for twenty-four hour per day operation of each Service Plaza at the

prescribed level of service set forth in this Lease, including the Plaza Operations and Maintenance Plan and **Appendix G** (Operations and Maintenance Performance Standards).

SECTION 8.6 GENERAL RESPONSIBILITIES. Without limiting any other requirement hereunder, the Concessionaire shall, at its sole cost and expense and in accordance with the Contract Standards, furnish all services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate to perform the O&M Services. It being recognized that the Commonwealth is committed to sustainability and to the protection of the environment, the Concessionaire shall use reasonable efforts to make environmentally sound selection of eating utensils and use reasonable efforts to forego use of straws, stirrers and the like that are capable of only one-time use. The Concessionaire shall (i) timely submit all reports and documentation required by the terms of this Lease; (ii) cooperate with MassDOT and any Governmental Authority concerning all matters relating to the O&M Services; and (iii) attend periodic meetings with MassDOT as required by the Contract Standards.

SECTION 8.7 MAINTENANCE STAFFING.

(A) Required Maintenance Resources. The Concessionaire shall provide all resources, personnel, equipment and supplies necessary to perform the Contract Services pursuant to this Lease and shall provide staffing at each Service Plaza in compliance with Contract Standards including the Operational Plans, so that sufficient maintenance resources are provided across such Service Plazas to maintain the cleanliness, appearance, amenities and conveniences in all customer areas including restrooms, lobbies, dining areas, concept front counter areas, gift shops, vending areas, vestibules, landscaping, patios, sidewalks, curbs, car parking areas, employee parking areas, commercial vehicle parking areas, Fuel Service Equipment Areas, EV charging station areas, playgrounds, picnic areas, and pet areas, if applicable to the specific Service Plaza. The Concessionaire may deploy both dedicated and variable full-time resources across the Service Plazas to meet the minimum maintenance requirements, as set out herein, and to meet the Operations and Maintenance Performance Standards (**Appendix F**).

(B) Required Maintenance and Communication Equipment. The Concessionaire shall provide at each Service Plaza all equipment required by Contract Standards, including the Operational Plans, and at a minimum, the following maintenance equipment (including any associated training of its maintenance resources): (i) snow removal equipment sufficient to clean snow quickly from high traffic areas; (ii) a heavy duty leaf blower, which can blow leaves, debris, cigarette butts into piles to ensure site entrances are maintained quickly and efficiently; (iii) a pressure washer that can be utilized to quickly remove gum, spills and debris from sidewalks, parking spaces and exterior walls; (iv) an all surface cleaner capable of cleaning and rinsing fixtures and surfaces, blow-drying rinsed surfaces and then recovering dirty water without requiring the operator to hand-touch surfaces; and (v) a heavy duty, self-propelled floor cleaner to quickly and efficiently clean hard flooring surfaces in common areas. The Concessionaire shall maintain in good order and repair the following existing systems at each Service Plaza: (i) the building management systems ("**BMS**") that allow for remote access and maintenance of HVAC systems, boilers and hot water systems and appropriate maintenance resources shall have 24 hour, seven day

per week access to the BMS; and (ii) the computerized maintenance management system ("**CMMS**") to ensure Service Plaza maintenance is properly identified, resourced and tracked to successful completion. If in order to provide the Contract Services, the Concessionaire must make an external connection to MassDOT's data communications infrastructure and/or access MassDOT information systems, the Concessionaire shall in all respects comply with all MassDOT policies, procedures, and requirements regarding such connections and information systems access, and undertake whatever actions are necessary in the discretion of MassDOT to ensure such compliance. The Concessionaire shall be responsible for all costs associated with ensuring that its own network security measures comply with all MassDOT policies, procedures, and requirements regarding external connections.

SECTION 8.8 FLAGS AND FLAGPOLES. The Concessionaire shall provide and maintain flag poles and flags at each Service Plaza. Each Service Plaza is required to have a quality outdoor U.S. flag, Commonwealth of Massachusetts flag, POW-MIA flag, applicable poles and required lighting for the flags. The U.S. flag and Commonwealth of Massachusetts flag must be no smaller than 5' x 8' in size. The POW-MIA flag must be no smaller than 4' x 6' in size. Flags must never be worn, torn, tattered or faded. Flags must be raised and lowered by the Concessionaire in accordance with proclamations by the Governor or as directed by MassDOT.

SECTION 8.9 SALE OF MASSACHUSETTS FOOD, BEVERAGES, PRODUCTS, AND GIFTS.

(A) Locally Sourced Products. Food, beverages, and merchandise qualify as Locally Sourced Products only if they satisfy at least two (2) of the following three (3) criteria: (i) at least fifty percent (50%) of their ingredients or materials by weight originate from the Commonwealth, excluding water, packaging, and minerals including salt from the calculation; (ii) the business maintains its headquarters in the Commonwealth; or (iii) processing or manufacturing occurs in the Commonwealth. Ingredients or materials originating outside the Commonwealth do not count toward subcriterion (i) even when sold by a Commonwealth business.

(B) Local Vendor Requirement. The Concessionaire shall showcase goods and products from Massachusetts vendors, consisting of Locally Sourced Products, at each of the Service Plazas, as further set forth in the Local Vendor Plan for such Service Plaza pursuant to Section 8.2(G) (the "**Local Vendor Requirement**"). Locally Sourced Products count toward the Local Vendor Requirement only when integrated into one or more of the following Tenant Space retail offerings including (i) ambient, refrigerated, and frozen retail; (ii) grab-and-go food service in the retail area, (iii) kiosks, or (iv) vending machines. The Concessionaire shall coordinate with the Massachusetts Executive Office of Economic Development in satisfying the Local Vendor Requirement. All revenues attributable to the Local Vendor Requirement shall be included in the determination of Gross Revenues for purposes of determining Operational Rent.

(C) Designated Local Retail Area. The Concessionaire shall establish and continuously maintain a Designated Local Retail Area at each Service Plaza throughout

the Lease Term. The Concessionaire's Designated Local Retail Area for each Service Plaza shall not be reduced during the Lease Term without MassDOT's prior written consent, which MassDOT may withhold acting reasonably.

(D) Annual Reporting. On or before May 1 of each year during the Lease Term, the Concessionaire shall submit to MassDOT a report identifying, for the preceding Lease Year, (i) the Massachusetts vendors sourced at each Service Plaza, (ii) Locally Sourced Products in satisfaction of the Local Vendor Requirement at each Service Plaza, (iii) confirmation that the Designated Local Retail Area required by Section 8.9(C) has been maintained at each Service Plaza, and (iv) the Gross Revenues attributable to the Local Vendor Requirement at each Service Plaza. The Concessionaire may submit this report concurrently with the Concessionaire Update Submittal required by Section 8.3.

SECTION 8.10 FOOD, BEVERAGE, EV CHARGING AND FUEL PRICES. All food, beverage, EV charging (including idle fees) and Fuel (but excluding Alternative Fuel) prices (including automatic vending prices to the extent not operated by the Massachusetts Commission for the Blind pursuant to Section 8.14) shall be based on survey averages of similar off-Highway operations within the proximity of each Service Plaza and are subject to MassDOT approval. Initial food, beverage, EV charging and Fuel (excluding Alternative Fuel) prices shall be as set forth in **Appendix H** (Food, Beverage and Fuel Survey and Pricing Requirements). With respect to each Service Plaza, if MassDOT determines that prices at a specific survey location are not comparable to the prices at other locations for the correlative survey group, MassDOT, acting reasonably, may require a replacement of such survey location. Prices for any food, beverage, EV charging and Fuel (excluding Alternative Fuel) items shall be set no higher than ten percent (10%) above the survey average for such item. All surveys shall be carried out by the Concessionaire and must be accompanied by supporting information acceptable to MassDOT.

Thereafter, surveys shall be conducted at least twice every Lease Year and not more than four times per Lease Year as MassDOT reasonably determines; provided, however, that (A) Concessionaire may elect, subject to MassDOT's reasonable approval, to perform surveys of EV charging and Fuel pricing on a more frequent schedule in order to more closely reflect market pricing changes; and (B) at MassDOT's direction, Concessionaire will conduct additional surveys of EV charging and/or Fuel pricing if MassDOT has a reasonable belief that the latest survey does not reflect recent market pricing changes. MassDOT reserves the right to conduct its own surveys during the Term and to require price reductions if average prices obtained by such survey are greater than the parameters stated above. The pricing of Alternative Fuel shall be governed by Section 8.16(E).

SECTION 8.11 PRICES OF OTHER ITEMS. Prices of all merchandise and services which are not food, beverage, EV charging and Fuel items must be commercially reasonable. Reasonableness of prices shall be judged primarily by comparison with those currently charged for comparable goods or services sold or furnished in proximity to the applicable Service Plaza. If such goods or services are not sold or furnished in proximity to the applicable Service Plaza, reasonableness will be judged based on prices of goods or services sold or furnished in conditions deemed in MassDOT's reasonable judgment to be similar. The Concessionaire shall obtain MassDOT's initial approval of the prices for such goods and services at each Service Plaza,

which shall not be unreasonably withheld, conditioned or delayed. Thereafter, if at any time during the Term MassDOT believes prices for such goods and services are not in compliance with this Section 8.11, MassDOT may provide notice of non-compliance to Concessionaire and Concessionaire shall promptly upon receipt of such notice address MassDOT's concerns to MassDOT's reasonable satisfaction.

SECTION 8.12 FUTURE REVENUE OPPORTUNITIES. Unless otherwise expressly provided for in this Lease, any non-retail revenue opportunities that become available to the Concessionaire during the Term shall be subject to MassDOT's written approval, which shall not be unreasonably withheld, conditioned or delayed, and which will specify MassDOT's share of the revenues generated from such future non-retail revenue opportunity to be mutually agreed upon by the Parties, acting reasonably. Without limiting the generality of the preceding sentence, the Concessionaire acknowledges and agrees that, except as otherwise expressly provided herein or specifically agreed to in writing by MassDOT, acting reasonably, the Concessionaire has no right to engage, directly or indirectly, in any revenue generating business or commercial opportunity in connection with the Project other than the performance of the Contract Services. The Concessionaire may propose any commercial or other opportunity for, or related to, the Project to MassDOT through an Concessionaire Change Request in accordance with the procedures set forth in Article 12 (Changes).

SECTION 8.13 Coin Operated Games, Amusement And Toy Vending. Coin operated games, amusements and toy vending machines are not allowed without the prior written approval of MassDOT. If allowed, the number of and placement of machines are subject to MassDOT's approval.

SECTION 8.14 MASSACHUSETTS COMMISSION FOR THE BLIND.

(A) Generally. Consistent with the Randolph-Sheppard Act and Massachusetts General Laws, Chapter 6, Sections 133-133F, the Concessionaire shall cooperate with the Massachusetts Commission for the Blind (the "**Commission**") and shall enter into a permit with the Commission to assure that blind persons licensed by the Commission will be given preference in the establishment and operation of vending facilities at all Service Plazas. The Concessionaire shall otherwise comply with the Randolph-Sheppard Act, Massachusetts General Laws, Chapter 6, Sections 133-133F and any other Applicable Laws with respect to the establishment and operation of vending facilities at all Service Plazas.

(B) Operation of Vending Facilities. Priority shall be given blind persons licensed by the Commission in the establishment and operation of vending facilities proposed by the Concessionaire. This priority requires the Concessionaire to first offer operation of vending facilities proposed by the Concessionaire to blind persons licensed by the Commission before assuming operation or subcontracting with non-licensed entities and to make available suitable space and facilities for vending facilities to be operated by blind persons licensed by the Commission at no charge (i.e., no rent or utility charge).

(C) Responsibility for Operation of Vending Machines. To the extent the Commission provides vending facilities, blind persons licensed by the Commission vendors shall be responsible for maintaining and cleaning, all vending equipment and stocking the contents of such. In the event the Commission determines at any time during the Term that it will not provide for operation of some or all of the vending facilities identified in this Lease, the Concessionaire shall be responsible for such vending facilities that are not provided through the Commission. Amounts generated from vending facilities operated by the Commission shall be excluded from Gross Revenues hereunder.

SECTION 8.15 ELECTRIC VEHICLE CHARGING STATIONS.

(A) Electric Vehicle Charging Stations Generally. Pursuant to the provisions of **Appendix E** (Design and Construction Requirements), the Concessionaire shall design, construct and install, and maintain, operate, expand and upgrade (as detailed in **Appendix E** (Design and Construction Requirements)), EV Charging Stations for passenger vehicles and commercial vehicles (collectively, the "**EVCS Work**"). The EVCS Work also requires the Concessionaire to perform utility grid upgrades at certain Service Plazas as needed to support EV charging as set forth in **Appendix E** (Design and Construction Requirements), and to partake in utility planning processes in accordance with Good Industry Practice or as otherwise directed by MassDOT from time to time in an effort to secure future utility grid upgrades. The Concessionaire shall perform the EVCS Work in compliance the applicable provisions of this Lease, including **Appendix E** (Design and Construction Requirements).

(B) Operation of Electric Vehicle Charging Stations/Performance Requirements. The Concessionaire shall operate and maintain the EV Charging Stations in compliance with the Contract Standards, including the Plaza Operations and Maintenance Plan and shall satisfy all performance requirements specified in **Appendix E** (Design and Construction Requirements) and in **Appendix F** (Operations and Maintenance Performance Standards). The Concessionaire shall install and maintain hardware and software in all EV charging station units that is capable of continuously monitoring compliance with all Contract Standards and performance indicators. The Concessionaire shall be solely responsible for all costs and expenses with respect to Utilities necessary for such EV Charging Stations.

(C) Concessionaire, MassDOT and Governmental Authority Inspections; Records. Without limiting any obligation under this Article 8 and under Article 9 (Maintenance, Repair, Replacement), the Concessionaire shall perform regular inspections of the EV Charging Stations and shall keep records of such inspections. The Concessionaire shall keep required Governmental Approvals and copies of operating manuals and inspection records at each Service Plaza and the same shall be available for inspection by MassDOT and any Governmental Authority at all times. The Concessionaire's performance under this Section 8.15 shall be subject to all MassDOT review, monitoring and verification rights hereunder, including those specified in **Appendix E** (Design and Construction Requirements) and in **Appendix F** (Operations and Maintenance Performance Standards). Without limitation, MassDOT, in its discretion, and

any Governmental Authority shall have the right to inspect the Concessionaire-provided EV Charging Stations at any time. Such right of inspection shall include the right to review the Concessionaire's operating manuals, Governmental Approvals and all inspection records for each such EV charging station. Without limiting any obligation of the Concessionaire hereunder, with respect to all EV Charging Stations at any Service Plaza, the Concessionaire shall:

(1) Notify MassDOT in writing no later than fourteen (14) days prior to a scheduled Governmental Authority inspection or promptly upon receipt of notice of a scheduled Governmental Authority inspection if less than fourteen (14) days' advance notice is provided by the Governmental Authority;

(2) Promptly notify MassDOT by telephone or in person (and followed within five (5) Business Days thereafter by written notice) when a Governmental Authority is on-site for an unscheduled inspection; and

(3) Provide MassDOT with a true, correct and complete copy of any written correspondence between any Concessionaire Person and the Governmental Authority that is associated with any Governmental Authority inspections.

(D) MassDOT Revenue Share. All revenues generated from such EV Charging Stations shall be included in Gross Revenues for purposes of the determination of Operational Rent hereunder. To the extent applicable, each monthly rental statement submitted by the Concessionaire pursuant to Section 4.2 shall include a summary of the total revenue generated at each Service Plaza from the EV Charging Stations as well as the calculation of the Monthly Revenue Share Rent payable to MassDOT based on such monthly Gross Revenues.

(E) Electric Vehicle Charging Pricing. The prices charged to customers for EV charging by the Concessionaire shall comply with all requirements specified in Section 8.10 and in **Appendix H** and shall be subject to the approval of MassDOT in accordance therewith.

(F) Future Expansion, Changes and/or Upgrades of Electric Vehicle Charging Stations. Pursuant to the provisions of Article 12 (Changes), MassDOT shall have the right throughout the Term to direct the Concessionaire to install additional EV Charging Stations and to make other changes to the EV Charging Stations, including upgrading EV charging equipment and building or improving other amenities or improvements related to EV Charging. In addition, MassDOT shall have the rights set forth in Section 14.1(E) below (Additional Electric Vehicle Charging Stations/Alternative Fuels).

SECTION 8.16 CERTAIN SPECIFIC PROVISIONS RELATING TO FUEL SERVICES AT THE SERVICE PLAZAS.

(A) Fuel Sales/Scope of Fuel Services. The Concessionaire shall not shut down or stop Fuel Service at any Service Plaza without the consent or approval of MassDOT in its reasonable discretion except in accordance with the MassDOT approved Plaza Component Plan for the Service Plaza or in the event of a failure of Fuel Service Equipment. In the event of any approved shutdown at a Service Plaza which is not in accordance with a MassDOT approved Plaza Component Plan, the Concessionaire shall make Fuel available for sale to the public on an emergency basis. The Concessionaire covenants and agrees to provide Fuel Service and sell related automotive products (including motor oil, windshield wipers, windshield wiper fluid and antifreeze) customary for first-class fuel service operations of this type at each Service Plaza at which Fuel is to be offered in accordance with the Plaza Operations and Maintenance Plan. Fuel Service shall be provided on a full-service and/or self-service basis to the public. At each such Service Plaza, air, air gauges and water shall be made available at all times free of charge to the general public. For full-service patrons, the price of Fuel purchased at the "full-service" pumps shall include, without limitation, cleaning the windshield and rear window and such other services and items as may be proposed by the Concessionaire. Such services shall be offered and provided to each full-service patron of the Service Plazas unless such patron declines such service. For self-service customers, the price of Fuel purchased at the "self-service" pumps shall include at all times, without limitation, an adequate supply of window washing equipment, towels for checking oil levels, adequate supplies of items necessary for patrons to add their own motor oil to their automobiles and such other services and items as may be proposed by the Concessionaire.

(B) Initial Fuel Service Equipment Testing. Promptly following the Commencement Date, Concessionaire, at Concessionaire's sole cost and expense, shall cause (1) tightness tests of all underground tanks and lines, testing and/or inspections of secondary containment, functional testing and/or inspections of the vapor recovery (Stage II) systems, testing of sump alarms and remote monitoring equipment and hydrostatic testing of the spill containment devices at the Service Plaza, and (2) tightness tests of the exterior walls of underground tanks (including dispense connections and containment) at the Service Plaza, in each case, using methodology and a contractor that is reasonably acceptable to the Parties. Concessionaire should utilize a licensed Third Party Inspector (TPI) pursuant to 310 CMR 80.49(4) to conduct UST inspections. Upon completion of such tests and/or inspections, Concessionaire shall furnish copies of the test and/or inspection results to MassDOT. MassDOT and Concessionaire will rely on these test and/or inspection results, inter alia, to determine the fitness of the equipment at the Service Plazas to be operated under Applicable Laws. Any non-tight tanks or lines, non-tight secondary containment, non-functional Stage II systems, sump alarms or remote monitoring equipment, or non-tight spill containment devices discovered pursuant to such tests and/or inspections and determined unfit by MassDOT shall be (1) replaced by the Concessionaire at the Concessionaire's sole cost and expense; or (2) repaired by the Concessionaire, at the Concessionaire's sole cost and expense, rather than be replaced if (a) a repair and not a replacement is consistent with Good Engineering and Construction Practice and Good Industry Practice, (b) such repairs are permitted under Applicable Laws, (c) the repair is effected by the manufacturer, the manufacturer's authorized contractors or the Concessionaire's Project Contractor, and (d) the repaired items are tested as tight or

functioning within regulatory requirements. In the event that MassDOT and the Concessionaire agree that the Concessionaire shall repair or replace any of the non-tight tanks or lines, non-tight secondary containment, non-functional Stage II systems, sump alarms or remote monitoring equipment or non-tight spill containment devices, the Concessionaire shall provide MassDOT with a written description of the scope of work with respect to such repair or replacement from a contractor reasonably acceptable to MassDOT. Such written scope of work shall be subject to MassDOT's review and comment and the Concessionaire's compliance therewith. Concessionaire shall provide notice to MassDOT notice upon completion of the repair or replacement which notice shall contain evidence reasonably acceptable to MassDOT of such completion.

(C) Fuel Service Equipment. All Fuel Service Equipment purchased and installed or used by the Concessionaire at the Service Plazas shall be of a type and class approved in a MassDOT approved Plaza Operations and Maintenance Plan and shall be in sufficient quantities to provide proper service to the patrons of the Service Plazas. All Fuel Service Equipment shall be new and of first-class material and construction. All expenditures by the Concessionaire for Fuel Service Equipment must be specified in the Initial Plaza Redevelopment Plan or the Plaza Operations and Maintenance Plan or otherwise approved in writing by MassDOT before purchase and installation. During the Term, the Concessionaire shall be responsible for any and all maintenance, repair and replacement of the Fuel Service Equipment. The Plaza Operations and Maintenance Plan shall include a comprehensive preventative maintenance program for all Fuel Service Equipment. Following the initial testing of the Fuel Service Equipment pursuant to Section 8.16 (B), the Concessionaire, at its sole cost and expense, shall test the operation of the Fuel Service Equipment not less frequently than as is required by Applicable Law and Good Industry Practice. The Concessionaire shall provide to MassDOT copies of all tests and reports undertaken by the Concessionaire with respect to the Fuel Service Equipment. The Concessionaire shall promptly address any deficiencies identified in any such test or report. The Concessionaire shall be responsible for providing any additional equipment, consistent with Good Industry Practice, so as to assure efficient and completely integrated Fuel operations within the Service Plazas and for assuring compliance with the Plaza Operations and Maintenance Plan and the Operations and Maintenance Performance Standards attached hereto as **Appendix F**. The Concessionaire shall cause all the Fuel Service Equipment to be in good working order, condition and repair throughout the Term of the Lease, including on the Termination Date.

(D) Title to Fuel Service Equipment. During the Term, the Concessionaire shall own the Fuel Service Equipment. Upon the Termination Date, title to the Fuel Service Equipment automatically shall vest in MassDOT and MassDOT shall be the sole and absolute owner thereof, free of any right, title, interest or estate of the Concessionaire therein, without the execution of any further instrument and without payment of any money or other consideration therefor. Notwithstanding the foregoing, as part of the Surrender Work Plan or as may otherwise be determined by MassDOT, the Concessionaire may be required, at its sole cost and expense, to remove certain Fuel Service Equipment as designated in the Surrender Work Plan or by MassDOT. The Concessionaire hereby grants, releases, transfers, sets over, assigns and conveys to MassDOT all of its right,

title and interest in and to the Fuel Service Equipment (except such Fuel Service Equipment that may be removed pursuant to the foregoing) effective upon the Termination Date. The Fuel Service Equipment shall be so transferred to MassDOT free and clear of all Liens. Following the Termination Date, the Concessionaire agrees to execute and deliver to MassDOT, at no cost to MassDOT, such documents and instruments as MassDOT shall reasonably request to evidence and/or confirm MassDOT's ownership of the Fuel Service Equipment. Notwithstanding anything to the contrary contained herein, the Concessionaire shall keep and retain ownership upon the termination or expiration of this Lease of all brand name signage panels (but not the light boxes).

(E) Alternative Fuels. At any time or from time to time during the Term, the Concessionaire, upon not less than six (6) months prior written notice from MassDOT, shall make Alternative Fuels designated by MassDOT in its discretion available at the Service Plazas so designated by MassDOT for use and purchase by all customers at the Service Plazas. All such changes, alterations, additions and installations shall be governed by the Design and Construction Requirements (**Appendix E**) and the other applicable provisions of this Lease. In the event that Alternative Fuels shall not be available for sale at the Service Plazas within the time frame set forth in such prior written notice from MassDOT, then the Concessionaire shall not be in default with respect thereto so long as it is proceeding continuously and diligently in good faith to make such changes and installations that are necessary to accommodate the sale of such Alternative Fuels and makes such changes within an additional six months from the time-frame set forth in MassDOT's notice. The Concessionaire agrees to keep fully informed of all technological advancements in Fuel and the powering of vehicles. The Concessionaire shall use its best efforts to keep and maintain the Service Plazas in compliance with all such advancements. Prior to the sale of any such Alternative Fuels, MassDOT and the Concessionaire shall agree in good faith in writing upon the price of such Alternative Fuels and the methodology for reviewing and adjusting prices of same during the Term. The parties agree that such price and methodology will be designed to approximate as nearly as possible the price and methodology for calculating the price of Gasoline. The Concessionaire shall pay Rent to MassDOT on account of the sale of Alternative Fuels in the same manner and at the same time that it otherwise pays the same to MassDOT for Gasoline. Notwithstanding anything to the contrary contained herein, in the event that the Concessionaire believes in good faith that the sale of any such Alternative Fuels is not technically and/or economically feasible, then, promptly following receipt of MassDOT's notice regarding the sale of such Alternative Fuels, the Concessionaire shall so notify MassDOT in writing (which notice shall include a reasonably detailed basis for the Concessionaire's position) and otherwise verify the Concessionaire's position to MassDOT's reasonable discretion. The Parties agree to meet to discuss same in good faith following receipt of the Concessionaire's notice in order to achieve a resolution of this issue. If the Concessionaire verifies to MassDOT's reasonable satisfaction that the sale of such Alternative Fuels is not technically and/or economically feasible, then the Concessionaire agrees to enter into such agreements as may be reasonably requested by MassDOT with other Persons and otherwise reasonably cooperate with MassDOT and such other Persons in order to allow such other Persons to make such Alternative Fuels available for sale at the Service Plazas and Section 5.9 shall be applicable thereto.

(F) Additional Obligations. The obligations of the Concessionaire set forth in this Section 8.16 are in addition to any other responsibilities, liabilities and obligations the Concessionaire may have under this Lease with respect to Hazardous Substances, Hazardous Substances Conditions and other environmental matters, including any responsibilities, liabilities and obligations under Article 11 and Article 18 of this Lease.

SECTION 8.17 PERIODIC OPERATING REPORTS.

(A) Complaint Reporting and Minority and Women Owned Businesses Reporting. The Concessionaire will be responsible for informing Concessionaire's Persons, the public and contractors as to the process for filing complaints alleging discrimination or harassment in employment, in contracting, or in the provision of services and access to relevant programs. Concessionaire shall provide reports as requested by MassDOT to ensure compliance with the provisions of this Section. The Concessionaire shall comply with all reporting requirements specified in Section 13.2(D) with regard to its minority and women owned businesses obligations hereunder.

(B) Quarterly Operating Reports. The Concessionaire shall provide MassDOT with quarterly operating reports no later than fifteen (15) days after the end of each quarter during the Term. These reports shall include:

(1) A record of all customer complaint reports, including the number of events, topics of the subject complaints and resolutions of the issues giving rise to the complaints; and

(2) A report of any fines, assessments, levies, impositions, penalties or other charges assessed against the Concessionaire or any Concessionaire Person with respect to the performance of the O&M Services.

(C) Semi-Annual Customer Satisfaction Reports. At the written request of MassDOT, which shall not occur more than twice in any calendar year, the Concessionaire shall provide MassDOT with customer satisfaction reports with respect to the topics listed by MassDOT in the applicable request. Each customer satisfaction report shall be in a format, and include a level of detail, acceptable to MassDOT, acting reasonably.

(D) Annual Inspection Reports. The Concessionaire shall provide MassDOT with all annual inspection reports and system certifications required under Applicable Law no later than fifteen (15) days after the end of each Lease Year (or such longer period as permitted under Applicable Law) during the Term. Such reports and certifications shall include all annual building and fire inspections required under Applicable Law, such as elevator, fire alarm, sprinkler and kitchen fire suppression system inspections, as well as any other certifications identified in Governmental Approvals, including those required for issuance of a certificate of occupancy.

(E) Annual Capital Investment and Renewal and Replacement Reports. On an annual basis, not later than July 15 of each Lease Year with regard to the preceding

Lease Year, the Concessionaire shall provide a detailed report to MassDOT (in a format and level of detail acceptable to MassDOT, acting reasonably) describing the actual Capital Investment for each Service Plaza during such prior Lease Year. The Concessionaire shall also comply with the annual reporting requirements specified in Section 9.6 with regard to its uses and withdrawals of funds from the Renewal and Replacement Reserve Account.

ARTICLE 9
MAINTENANCE, REPAIR, REPLACEMENT AND SURRENDER

SECTION 9.1 ORDINARY MAINTENANCE. The Concessionaire shall perform all normal and ordinary maintenance of the machinery, equipment, structures, improvements and all other property constituting the Service Plazas, shall keep the Service Plazas in good working order, condition and repair, in a neat and orderly condition and in accordance with this Lease, including the Plaza Operations and Maintenance Plan and the Operations and Maintenance Performance Standards (**Appendix F**), and shall maintain the aesthetic quality of the Service Plazas as improved by the Redevelopment Work and any Permitted Capital Improvements. The Concessionaire shall provide or make provisions for all labor, materials, supplies, equipment, spare parts, consumables and services which are necessary for the normal and ordinary maintenance of the Service Plazas and shall conduct predictive, preventive and corrective maintenance of the Service Plazas required by this Lease.

SECTION 9.2 MAINTENANCE AND REPAIR OF SERVICE PLAZA GROUNDS.

(A) Concessionaire Grounds Maintenance Obligations. The Concessionaire shall keep the grounds of the Service Plazas in a neat and orderly condition in accordance with the Plaza Operations and Maintenance Plan and the Operations and Maintenance Performance Standards (**Appendix F**). With respect to each Service Plaza, the Concessionaire shall (i) maintain and repair all signage, fencing within the perimeter fencing and access gates and other security systems within the Service Plazas; (ii) provide landscape maintenance (including the replacement of all dead or dying plants, weeding and a thorough spring and fall cleanup) within each Service Plaza and each Maintenance Area; and (iii) service and maintain any on-site irrigation systems.

(B) Concessionaire Snow and Ice Removal. The Concessionaire shall remove snow and ice from the Service Plaza in accordance with the Plaza Operations and Maintenance Plan and Operations and Maintenance Performance Standards (**Appendix F**), including removal of snow from parking areas, Fuel Service Equipment Areas, EV Charging Station areas, buildings, the sidewalks (including emergency exits from buildings), curbs, area around the exterior trash receptacles, snow blocked storm water catch basins, the employee walkway that provides access between the employee parking lot and the Service Plaza, and the exterior buildings within the Service Plaza, such as any compactor and storage buildings. Notwithstanding the foregoing, as set forth in Section 14.2(A) below, MassDOT shall be responsible for snow and ice removal from the areas depicted as "MassDOT Snow and Ice Responsibility" on the Site Plans.

SECTION 9.3 PEST CONTROL. The Concessionaire shall use reasonable efforts to ensure that all areas, inside and outside of buildings at the Service Plazas are kept free from ants, flies, rodents, roaches, bees, birds and other pests, insects or vermin so that the Service Plazas are consistently maintained in safe, clean, neat and attractive conditions and also are maintained in accordance with the pest control provisions of the Plaza Operations and Maintenance Plan and the Operations and Maintenance Performance Standards (**Appendix F**).

SECTION 9.4 TRASH AND DEBRIS REMOVAL. The Concessionaire shall be responsible for the removal and proper disposal of trash and debris at the Service Plazas and access roads designated from time to time by MassDOT and shall maintain, repair and replace trash receptacles in sufficient numbers to serve the customer traffic levels at each Service Plaza. The Concessionaire also shall remove and dispose of trash and debris which originated from a Service Plaza from areas adjacent to that Service Plaza. The Concessionaire shall comply with trash, litter and debris management and disposal obligations as set forth in the Plaza Operations and Maintenance Plan and the Operations and Maintenance Performance Standards (**Appendix F**).

SECTION 9.5 MAJOR MAINTENANCE REPAIRS AND REPLACEMENTS. In addition to the Concessionaire's obligations under Article 8 to perform ordinary repair and maintenance of the Service Plazas and Capital Improvements as set forth in the Renewal and Replacement Plans, the Concessionaire shall also perform all other major repairs and replacement of the machinery, equipment, structures, improvements, fixtures, Utilities, and all other property constituting the Service Plazas, including all maintenance, repair and replacement which may be characterized as "major" or "capital" in nature or that may be required due to a change in Applicable Law ("**Major Repairs**"). All such Major Repairs shall be performed in accordance with the terms and conditions of this Lease, including Article 5 and, with regard to Utilities, may be performed on behalf of the Concessionaire by the provider of such Utilities. MassDOT's prior approval shall be required for any Major Repairs. The foregoing obligations of the Concessionaire are intended, in conjunction with the Surrender Requirements described in Section 9.8, to assure that the Service Plazas are fully, properly and regularly maintained, repaired and replaced in order to preserve their long-term reliability, durability and efficiency, and that in any event the Service Plazas are returned to MassDOT at the end of the Term in a condition that does not require MassDOT to undertake a significant overhaul or immediate replacements in order to continue to provide reasonably priced and efficient services to the travelling public.

SECTION 9.6 RENEWAL AND REPLACEMENT RESERVE ACCOUNT.

(A) Establishment of Renewal and Replacement Reserve Account. Within thirty (30) days of MassDOT's verification or approval of the initial Renewal and Replacement Plans submitted pursuant to the terms of Section 8.2(E), the Concessionaire shall establish a reserve account with a Qualified Commercial Bank (the "**Renewal and Replacement Reserve Account**") and shall fund the reserve account in an amount equal to the Required Renewal Reserve Amount. The "**Required Renewal Reserve Amount"** shall mean an aggregate amount equal to: (i) one-hundred percent (100%) of the estimated costs of the Capital Improvements to be implemented during the first year of the Renewal and Replacement Plans; plus (ii) seventy-five percent (75%) of the estimated costs of the Capital Improvements to be implemented during the second year of the Renewal and Replacement

Plans; plus (iii) fifty percent (50%) of the estimated costs of the Capital Improvements to be implemented during years three through five of the Renewal and Replacement Plans, with all such estimated costs to be based on the amounts set forth in the Capital Improvement Budget. The Renewal and Replacement Reserve Account will be governed by an account control agreement in form reasonably acceptable to MassDOT, to be entered into by the Parties and the applicable Qualified Commercial Bank concurrently with the establishment of the Renewal and Replacement Reserve Account. The following terms shall apply to the Renewal and Replacement Reserve Account:

(1) If the amount in the Renewal and Replacement Reserve Account falls below $500,000 (the "**Required Balance**"), then the Concessionaire shall promptly deposit additional funds such that the amount in the Renewal and Replacement Reserve Account is not less than the Required Balance;

(2) The Concessionaire shall not be permitted to grant any security interest in the Renewal and Replacement Reserve Account to any third-party; provided, however, that the Lenders shall be entitled to access and utilize funds in such account subject to the provisions of this Section 9.6 during any step-in period pursuant to the Lender's Remedies Agreement (if applicable); and

(3) Upon the submission of new Renewal and Replacement Plans during the Term in accordance with Section 8.2(E), the Required Renewal Reserve Amount shall be recalculated to reflect the estimated amounts of Capital Improvements under such new Plans using the formula above and Concessionaire shall fund the Renewal and Replacement Reserve Account in such required amount within thirty (30) days of MassDOT's verification or approval of such Renewal and Replacement Plans.

(B) Withdrawal of Funds. The funds in the Renewal and Replacement Reserve Account are available only for reimbursement of costs in excess of $25,000 expended by the Concessionaire for Capital Improvements as set forth in the Renewal and Replacement Plans ("**Renewal Account Expenditures**"). Prior to drawing funds from the Renewal and Replacement Reserve Account, the Concessionaire shall provide MassDOT with written notice indicating the amount to be drawn, together with evidence of the costs that are the subject of such drawing; the purpose for which funds have been or will be used; evidence that all Project Contractors and Subcontractors have waived any rights to Liens; and such other supporting information as MassDOT may reasonably require. Each requested withdrawal from the Renewal and Replacement Reserve Account shall require MassDOT's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

On an annual basis, not later than July 15 of each Lease Year with regard to the preceding Lease Year, the Concessionaire shall provide a detailed report to MassDOT describing all funds withdrawn from the Renewal and Replacement Reserve Account and

the uses of such funds with respect to each Service Plaza. If MassDOT determines that any funds withdrawn by the Concessionaire from the Renewal and Replacement Reserve Account were not used for Renewal Account Expenditures, then, upon notice from MassDOT, the Concessionaire shall promptly deposit an amount equal to the funds previously withdrawn on account of ineligible costs, as determined by MassDOT, into the Renewal and Replacement Reserve Account.

(C) MassDOT Right to Reserve Funds. Funds in the Renewal and Replacement Reserve Account that are not expended during the period of the then applicable Renewal and Replacement Plans shall remain in the Renewal and Replacement Reserve Account to be used in future Lease Years and can be rolled forward for subsequent periods. MassDOT reserves the right to require the Concessionaire to remit the unspent funds in the Renewal and Replacement Reserve Account to MassDOT for use pursuant to its self-help rights hereunder (including exercising its step-in rights pursuant to Section 20.7) in the event MassDOT determines, acting reasonably, that the Concessionaire has failed to comply with its renewal and replacement obligations under this Lease. Any remaining funds in the Renewal and Replacement Reserve Account upon the expiration or earlier termination of this Lease shall be released to, and be the property of, MassDOT.

(D) Additional Aspects of the Reserve Funds. At all times, the funds in the Renewal and Replacement Reserve Account shall be deemed the property of MassDOT, and Concessionaire hereby waives all rights and claims to same except for its right to disbursements therefrom in strict accordance with the terms of this Lease. All interest accrued on the funds in the Renewal and Replacement Reserve Account shall be deemed added to, and a part of, the Renewal and Replacement Reserve Account. Interest shall be reported in the name of MassDOT. Concessionaire acknowledges that Federal Deposit Insurance for funds in the Renewal and Replacement Reserve Account may not exceed two hundred fifty thousand dollars ($250,000.00) or such other maximum amount as may from time to time be established by the Federal Deposit Insurance Corporation, and that MassDOT shall have no obligation or liability with respect thereto, including, without limitation, insuring the funds in the Renewal and Replacement Reserve Account or with respect to the solvency of the bank or other financial institutions in which the Renewal and Replacement Reserve Account is maintained or otherwise with respect to the appropriateness of such bank or financial institutions. MassDOT shall have no obligation to maximize the investment opportunities or rates of interest or return with respect to the funds in the Renewal and Replacement Reserve Account or investment of the funds in the Renewal and Replacement Reserve Account. The funds in the Renewal and Replacement Reserve Account shall not be deemed to be escrow or trust funds and the Concessionaire assumes all risks of loss with respect to the funds in the Renewal and Replacement Reserve Account. The Renewal and Replacement Reserve Account is solely for the protection of MassDOT and entails no responsibility on MassDOT's part. Upon any assignment of this Lease by MassDOT, MassDOT's assignee shall have all rights of MassDOT hereunder with respect to the funds in the Renewal and Replacement Reserve Account and any responsibility of MassDOT, as assignor, with respect thereto shall terminate.

(E) Lender Provisions. If a Lender requires that the Renewal and Replacement Reserve Account be held by Lender, MassDOT agrees that establishment of the Renewal and Replacement Reserve Account with such Lender will satisfy the requirement that the Account be held by a Qualified Commercial Bank.

SECTION 9.7 PERIODIC MODIFICATION OF OPERATIONS AND MAINTENANCE PERFORMANCE STANDARDS. The Concessionaire and MassDOT will jointly review the Operations and Maintenance Performance Standards (**Appendix F**) periodically during the Term to evaluate and, if necessary mutually agree to modify the Operations and Maintenance Performance Standards (**Appendix F**) to ensure that they continue to support the overall quality of service objectives of this Lease. The foregoing is not intended to limit MassDOT's rights pursuant to Section 12.1. Any modification to the Operations and Maintenance Performance Standards (**Appendix F**) pursuant to the terms of this Section 9.7 shall either be specified in a Change Order issued in accordance with the procedures set forth in Article 12 (Changes) or documented in an Amendment.

SECTION 9.8 SURRENDER REQUIREMENTS.

(A) Required Condition at End of Term. On the Expiration Date, (1) each of the Service Plazas shall be in a condition which is consistent with the Concessionaire having performed its maintenance, repair and replacement obligations in accordance with the requirements set forth in this Lease, including all remaining useful life and other requirements for the Fuel Service Equipment and other specified components of the Service Plazas set forth in **Appendix I** (Surrender Requirements) and in **Appendix J** (Environmental Protocol); (2) The Concessionaire shall have complied with any and all Applicable Laws with respect to the expiration of the Lease Term, including the provisions of Massachusetts General Laws relating to "plant closings"; (3) the Concessionaire, at no cost to MassDOT, shall cause any and all utility interconnections and related equipment (other than those held in the name of MassDOT), to be duly and validly assigned to MassDOT (or its designee), and shall reasonably cooperate with MassDOT and the applicable utility from and after the Expiration Date as is necessary to ensure such interconnections and equipment are successfully transferred to MassDOT (or its designee), including executing and delivering such assignments, consents, estoppels, bills of sale, and other instruments or documents as may be reasonably requested by MassDOT to give effect to and to evidence such transfers; (4) the Concessionaire shall have fulfilled all of its obligations with respect to an environmental audit under Section 11.8; and (5) the Concessionaire shall remove and dispose of any Fuel Service Equipment designated by MassDOT in a notice delivered to Concessionaire no later than sixty (60) days prior to the Expiration Date and shall convey all other Fuel Service Equipment to MassDOT in good working order, condition and repair pursuant to the requirements of this Lease, normal wear and tear excepted. The foregoing requirements will constitute the "**Surrender Requirements**".

(B) First Surrender Inspection and Surrender Survey. Not later than five (5) years prior to the Expiration Date, MassDOT or its designee will conduct an inspection ("**First Surrender Inspection**") and survey of each of the Service Plazas ("**Surrender**

Survey"). The Surrender Survey will include a description of the additional work ("**Surrender Work**") necessary to meet the Surrender Requirements and a cost estimate for the Surrender Work. If the Surrender Survey indicates that any element of the Service Plazas, on the Expiration Date, will not be in a condition consistent with the Surrender Requirements the Concessionaire shall provide MassDOT with the Concessionaire's plan to perform the Surrender Work ("**Surrender Work Plan**"), including the method and schedule for performing the Surrender Work without adversely impacting Service Plaza operations. The Surrender Work Plan will be subject to review and approval by MassDOT.

(C) Surrender Reserve. MassDOT shall, based on the Surrender Survey and in consultation with the Concessionaire, determine the amount ("**Surrender Reserve**") it reasonably believes necessary to complete the Surrender Work. The Concessionaire will be required to pay an amount equal to the Surrender Reserve to MassDOT and MassDOT will deposit such amount in an interest-bearing bank account ("**Surrender Reserve Account**"). The Surrender Reserve shall be fully funded by the Concessionaire on or before the date which is three (3) years prior to the Expiration Date. The Concessionaire shall have the right, upon the submittal of certified requisitions to MassDOT with full supporting receipts or other evidence of payment, to withdraw from the Surrender Reserve Account amounts necessary to reimburse itself for amounts actually expended in the performance of the Surrender Work.

(D) Performance of Surrender Work and Further Inspection. The Concessionaire shall implement the Surrender Work Plan and take all other steps necessary to assure compliance with the Surrender Requirements at its sole cost and expense, notwithstanding the fact that the actual cost of compliance may be higher than the Surrender Reserve. Prior to the expiration of the Term, MassDOT shall conduct a further inspection and survey of the condition of each of the Service Plazas and the progress of the Surrender Work.

(E) Final Condition Assessment. On, or promptly after, the Expiration Date, MassDOT will either:

(1) Issue to the Concessionaire a certificate confirming compliance with the Surrender Requirements and after issuance of such certificate, MassDOT will return any remaining amount in the Surrender Reserve Account to the Concessionaire; or

(2) Notify the Concessionaire of its decision not to issue the certificate, setting out each respect in which the Surrender Work was not properly performed or the Service Plazas do not comply with the Surrender Requirements and stating MassDOT's estimate of the cost it reasonably believes is necessary to complete all work required for the Service Plazas to comply with the Surrender Requirements.

The Concessionaire may, within fifteen (15) Business Days of its receipt of a notice under item (2) of this Section 9.8(E), object to any matter set forth in such notice by providing

written notice to MassDOT specifying the details of the grounds of each such objection and setting out the Concessionaire's proposals in respect of such matters; except that, no such proposals may be made for additional Surrender Work subsequent to the Expiration Date.

(F) Final Compliance with Surrender Requirements. If the Service Plazas do not, at the Expiration Date, comply in all respects with the Surrender Requirements, the Concessionaire shall pay to MassDOT an amount equal to the cost of completing any outstanding Surrender Work based on MassDOT's cost estimate, net any amount remaining in the Surrender Reserve Account, which shall be for the account of MassDOT; provided that to the extent all Surrender Work has been completed such that MassDOT has issued the certificate and there are amounts remaining in the Surrender Reserve Account, such amounts shall be returned to the Concessionaire.

ARTICLE 10
SECURITY FOR PERFORMANCE

SECTION 10.1 LETTER OF CREDIT.

(A) Letter of Credit. On or before the Commencement Date, the Concessionaire shall deliver to MassDOT an unconditional, irrevocable, "clean" letter of credit issued by a Qualified Commercial Bank in favor of MassDOT, in form approved by MassDOT, in its discretion and complying with the provisions of this Section 10.1 (the "**Letter of Credit**"). The Letter of Credit shall provide security for the faithful performance and observance by the Concessionaire of the terms, conditions and provisions of this Lease. The following provisions shall apply to the Letter of Credit:

(1) The initial amount of the Letter of Credit shall be $_____[*the MAG plus an estimate of the Revenue Share Rent for the first Lease Year based on the Proposal*] and shall increase every five (5) years on the anniversary of the Commencement Date to an amount equal to the Operational Rent paid for the immediately preceding Lease Year;

(2) The Letter of Credit shall permit partial draws, shall be for a term of one year and shall continuously renew, extend or be replaced so that it remains in effect until the date that is 180 days after the Termination Date; and

(3) The Letter of Credit shall provide that it is automatically transferable without the issuing Bank's consent and that any transfer fees are at the expense of the Concessionaire.

(B) MassDOT Drawing Rights. MassDOT shall have the unconditional right to immediately draw upon the Letter of Credit:

(1) Upon the occurrence of an Event of Default, MassDOT shall have the right to draw upon the Letter of Credit, as applicable at any time

and from time to time in such amounts as may be necessary to cure such Event of Default and to reimburse MassDOT for any sums that MassDOT incurred or may incur by reason of such Event of Default;

(2) In an amount estimated by MassDOT as representing the damages it has suffered as a result of the termination of this Lease by MassDOT upon an Event of Default pursuant to Section 21.2; and

(3) In the full stated amount of the Letter of Credit in the event that:

(a) A notice of non-renewal of the Letter of Credit is received;

(b) An amendment or new Letter of Credit in the required increased amount is not provided to MassDOT in accordance with Section 10.1(A)(1) or any required renewal, extension or replacement of the Letter of Credit is not made earlier than the date which is thirty (30) days prior to its expiration date;

(c) The issuer of the Letter of Credit is no longer a Qualified Commercial Bank and a replacement Letter of Credit is not provided from another Qualified Commercial Bank within thirty (30) days of notice from MassDOT; or

(d) A Bankruptcy Related Event related to the Concessionaire occurs.

(C) Requirement to Deposit Drawn Funds. If MassDOT draws on the Letter of Credit, the Concessionaire shall upon demand immediately deposit with MassDOT a sum equal to the amount(s) drawn on the Letter of Credit as security as aforesaid or cause the Letter of Credit to be reinstated to the full amount that was required by this Lease prior to the drawings, or cause a similar Letter of Credit, aggregating said full amount to be issued to MassDOT, as applicable, failing which MassDOT shall have the same rights and remedies as in an Event of Default hereunder.

(D) Return of Letter of Credit. MassDOT shall return the Letter of Credit to the Concessionaire following the Expiration Date and the exercise of all drawing rights by MassDOT pursuant to Section 10.1(B).

SECTION 10.2 LEASE GUARANTY. To the extent the Concessionaire identified one or more Financially Responsible Parties in its Proposal, the Concessionaire's obligations and liabilities under this Lease shall be guaranteed pursuant to a lease guaranty substantially in the form attached as Appendix F (Form of Lease Guaranty Agreement) to the Transition Agreement (the "**Lease Guaranty**"), executed by such Financially Responsible Party or Parties (the "**Lease**

Guarantor"). Any default under the Lease Guaranty shall constitute an Event of Default under this Lease. The provisions of the Lease Guaranty shall survive any expiration or earlier termination of the Lease.

SECTION 10.3 CONSTRUCTION BONDS. The Concessionaire shall deliver to MassDOT prior to commencement of the Redevelopment Work, the Construction Performance Bond and the Payment Bond, each in form acceptable to MassDOT, in an amount equal to the capital cost of the Redevelopment Work as set forth in the Design and Construction Agreement guaranteeing the performance of the Redevelopment Work and the payment of all labor, materials and supplies for the Redevelopment Work. As a condition to the commencement of any such other Construction Work other than the Redevelopment Work, MassDOT shall have the right to require that Concessionaire provide a Construction Performance Bond and a Payment Bond, each in form acceptable to MassDOT, and with the Payment Bond in an amount equal to the capital cost of such other Construction Work. All Bonds shall remain in place through MassDOT's approval or verification of the completion of the applicable Construction Work. With each Payment Bond the Concessionaire also shall provide a statutory lien bond pursuant to Massachusetts General Laws, Chapter 254, in form and substance acceptable to MassDOT.

SECTION 10.4 GENERAL BOND REQUIREMENTS. All Bonds shall be written by Sureties that are:

(A) Licensed to provide surety bonds in the Commonwealth of Massachusetts;

(B) Listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and

Otherwise acceptable to MassDOT.

The Concessionaire shall pay the premiums and all other costs and expenses related to the Bonds, with MassDOT listed as the obligee. MassDOT will accept co-obligee status on the Construction Performance Bonds and Payment Bonds only where appropriate, as determined in MassDOT's sole discretion. The Bonds shall be delivered to MassDOT per MassDOT's written direction. No Construction Work shall commence until MassDOT has accepted the applicable Bonds. Executed original Power of Attorney, Surety and Corporate Acknowledgement forms, and the Surety's most recent financial statement shall accompany the Bonds. The Concessionaire shall provide a copy of MassDOT's surety bond requirements, as set forth in this Article 10 (Security for Performance) to its insurance producer(s) and insurance carrier(s).

SECTION 10.5 PROJECT CONTRACT GUARANTORS. If any proposed Project Contractor does not have sufficient financial capacity to perform its obligations under a Project Contract as reasonably determined by MassDOT, then (i) the Project Contractor shall provide a guaranty of its obligations under such Project Contract from an Affiliate of the Project Contractor that MassDOT determines is financially capable of performing the Project Contractor's obligations (a "**Project Contract Guarantor**"); and (ii) concurrently with the execution and delivery of such Project Contract by the Concessionaire and the Project Contractor, the Project Contract Guarantor

shall execute and deliver to MassDOT a Project Contract Guaranty Agreement pursuant to which the Project Contract Guarantor shall guarantee the performance of such Project Contract by the Project Contractor. Each Project Contract Guaranty Agreement shall be assignable, concurrent with a like assignment of the Project Contract, to MassDOT, or its designee, in accordance with the terms of the applicable Project Contract Collateral Agreement.

SECTION 10.6 ADDITIONAL SECURITY FOR CONTRACT SERVICES. Without limiting anything under Section 10.5, to the extent the Concessionaire obtains payment or performance security that is not otherwise required hereunder in respect of any Project Contractor's performance of Contract Services, the Concessionaire shall cause MassDOT to be named, upon issuance of such security, as an additional obligee or beneficiary thereunder, and shall deliver a certified copy thereof, with a multiple obligee rider or other comparable documentation, to MassDOT within ten (10) days after issuance. MassDOT's rights in respect of any such security shall be subject to the rights of the Lenders under the Lender's Remedies Agreement (if applicable).

ARTICLE 11
ENVIRONMENTAL MATTERS

SECTION 11.1 HAZARDOUS SUBSTANCES.

(A) Concessionaire Responsibility for Hazardous Substances. The Concessionaire shall bear full responsibility and scheduling impacts for, and , except as otherwise set forth in 11.1(B) below, bear all costs resulting from, the use, generating, handling, treatment, storage, removal, remediation, avoidance, or other appropriate action (if any), arising out of, resulting from and/or related to Hazardous Substances and/or Hazardous Substances Conditions, including, without limitation:

(1) New Hazardous Substances Conditions, including, without limitation, those resulting from Construction Work, including any site reconstruction or other activities (e.g., rupture of a product line, discharge from a product line during removal, spillage from a UST, surface releases, etc.);

(2) Exacerbation of any Pre-Existing Hazardous Substances Condition by any Person other than MassDOT and its agents;

(3) Concessionaire's failure to comply with the terms of this Lease or **Appendix J** (Environmental Protocol) with respect to Hazardous Substances, including, without limitation, any notice timeframes required under this Article 11 or **Appendix J** (Environmental Protocol);

(4) Any Pre-Existing Hazardous Substances Condition discovered on or after the ten (10) year anniversary of the Commencement Date;

(5) The removal, transportation or disposal of any material located below grade that is required by, related to, arises from, or is in any way associated with any Construction Work, including, without limitation, material containing and/or impacted by Hazardous Substances. However, this subparagraph shall not apply to the extent (i) soil or groundwater containing and/or impacted by Hazardous Substances is beyond the horizontal or vertical boundaries of the excavation or removal activities physically or geotechnically required for the Construction Work, and (ii) such material is legally obligated to be removed pursuant to Environmental Law to achieve a condition of No Significant Risk (as defined in the MCP) as a result of the presence of Hazardous Substances and such material could not otherwise remain on site subject to institutional or engineering controls;

(6) Dewatering activities, including treatment, transportation or disposal of water or soil generated during dewatering activities that contains or is impacted by Hazardous Substances;

(7) The removal, transportation or disposal of building materials, including but not limited to building pads/slabs, foundations, piping, sumps, and pits and vaults from existing or previous structures that contains or is impacted by Hazardous Substances, which are generated as part of or in preparation for Construction Work; and/or

(8) Any type of active or passive vapor mitigation system, vapor barrier, or other sub-slab depressurization system, including, without limitation, such barriers or systems required by Environmental Law or as a result of Hazardous Substances Conditions.

With respect to items (1) through (8) of this Section 11.1(A), the Concessionaire shall assume all such risks and shall indemnify, defend and hold harmless the Collective Indemnitees in accordance with Article 18 (Indemnification). Unless otherwise instructed by MassDOT in writing, as between MassDOT and the Concessionaire, the Concessionaire shall be considered the "generator" and "responsible party" as such terms are defined under Environmental Laws, of the Hazardous Substances described in items (1) through (8) of this Section 11.1(A); provided, however, all of the Concessionaire's regulatory submittals, reports and Response Actions are subject to MassDOT review as described hereunder and pursuant to **Appendix J**.

(B) MassDOT Environmental Responsibility.Except as otherwise set forth in Section 11.1(A)(1) through (8) above and provided that Concessionaire strictly complies with **Appendix E** and **Appendix J**, MassDOT will reimburse Concessionaire, pursuant to an approved MassDOT Environmental Condition Funding Order, for certain costs of Response Actions for Pre-Existing Hazardous Substances Condition to the extent Response Actions are required by applicable Environmental Laws to achieve a condition of No Significant Risk (as defined in the MCP). The Concessionaire shall notify MassDOT in writing within twenty-four (24) hours of Concessionaire's discovery of any Pre-Existing

Hazardous Substances Condition that Concessionaire believes is or could be the basis of a MassDOT Environmental Condition Funding Order request. Within three (3) days after receipt of such notice (unless earlier required by applicable Environmental Laws), MassDOT and the Concessionaire will meet and confer in good faith to discuss: (i) arrangements for MassDOT personnel or consultants to monitor the Contract Services potentially impacted by such potential Pre-Existing Hazardous Substances Condition; (ii) mitigation alternatives in respect of such potential Pre-Existing Hazardous Substances Condition; and (iii) the scope of investigation and delineation of such potential Pre-Existing Hazardous Substances Condition. The Concessionaire shall: (i) submit a proposed scope of work for any Response Action, together with a timetable and a line-item cost estimate in reasonable detail, to MassDOT for review and approval prior to the Concessionaire commencing any Response Action; (ii) upon approval of the Response Action, implement and complete the Response Action and keep MassDOT informed on the status of the Response Action, including by providing to MassDOT copies of all reports prepared and all communications delivered to or received from Governmental Authorities, including environmental regulators; (iii) comply with applicable reporting requirements (and provide MassDOT with a concurrent copy of any reports so filed by the Concessionaire or its Project Contractors, Subcontractors, employees or agents) and provide MassDOT with any information necessary for MassDOT to comply with Environmental Laws; and (iv) obtain a Permanent Solution Statement or other comparable acknowledgment from all applicable Governmental Authorities with jurisdiction that the Hazardous Substances Condition has been remediated in compliance with Environmental Laws. Concessionaire shall provide invoices and backup documentation to MassDOT evidencing the completion of the Response Actions by Concessionaire together with a MassDOT Environmental Condition Funding Order (in the form attached to **Appendix J** as **Exhibit [--]**) for MassDOT's review and approval. MassDOT shall reimburse Concessionaire for such costs and expenses within forty-five (45) days of MassDOT's approval of the MassDOT Environmental Condition Funding Order. The Concessionaire shall not be entitled to any costs of Response Actions for Pre-Existing Hazardous Substances Conditions in excess of such costs as are incurred by the Concessionaire's applicable Project Contractor(s) and recoverable pursuant to Sections 9.03.B and 9.03.C of the Standard Specifications. The Concessionaire shall provide to MassDOT the applicable Project Contractor's(s') information and documentation required by Section 9.03.B and 9.03.C of the Standard Specifications as a condition precedent to MassDOT's approval of a MassDOT Environmental Condition Funding Order.

(C) Hazardous Substances Condition Changes.Notwithstanding anything to the contrary herein, except to the extent a Pre-Existing Hazardous Substances Condition qualifies as an Environmental Relief Condition pursuant to the definition thereof and solely in accordance with Article 17 hereof or with respect to an approved MassDOT Environmental Condition Funding Order:

(1) It shall not be considered a MassDOT Change or otherwise entitle the Concessionaire to a change order, additional compensation, schedule relief or any other relief, and the Concessionaire shall not be entitled to a Change Order, if the performance of all or any portion of

the Construction Work is suspended, delayed, interrupted or otherwise impacted by or as a result of any Hazardous Substances Condition; and

(2) Any exercise by MassDOT of its rights, approvals and discretion in respect of Hazardous Substances Conditions, including pursuant to **Appendix J**, shall not be considered a MassDOT Change or otherwise entitle the Concessionaire to a change order, additional compensation, schedule relief or any other relief, pursuant to Article 17 (Supervening Events) or otherwise.

(D) MassDOT Environmental Insurance.The Concessionaire acknowledges that MassDOT has obtained that Pollution Legal Liability insurance policy issued by [_____], effective [_____] with [_____] limits of liability subject to a [_____] self-insured retention, a copy of which has been provided to the Concessionaire (the "**Environmental Insurance Policy**"). The Concessionaire shall not: (i) take any action such that coverage under the Environmental Insurance Policy could be denied by the insurer under the Environmental Insurance Policy; or (ii) take any action that would cause MassDOT's coverage under the Environmental Insurance Policy to be limited or cancelled, or provide the insurer thereunder with a defense to its obligations under the Environmental Insurance Policy. The Concessionaire further acknowledges that prior operators of the Service Plazas may be responsible for Pre-Existing Hazardous Substances Conditions, and the Concessionaire shall do nothing to prejudice any rights MassDOT may have against such former operators. MassDOT retains all rights against prior operators, and the Concessionaire shall cooperate with MassDOT in pursuing such rights.

(E) Notification and Remediation RequirementsIn addition to complying with **Appendix E** and **Appendix J** with respect to notice and submittals relating to Hazardous Substances, the Concessionaire shall immediately notify MassDOT in writing should the Concessionaire become aware of: (i) any Lien filed, action taken or notice given with respect to any Environmental Laws in connection with the Service Plazas; (ii) any notice given by a Governmental Authority or a Person with respect to any Release or threatened Release of Hazardous Substances or any possible violation of any Environmental Laws or Governmental Approvals; or (iii) claims made or threatened by any Governmental Authority or Person relating to any Release or threatened Release of any Hazardous Substances or possible violation of Environmental Laws with respect to or arising out of or in connection with the Service Plazas. The Concessionaire shall also provide MassDOT with copies of any notices of responsibility, notices of violation or any other correspondence, communication, notices or orders received by or on behalf of the Concessionaire from any Governmental Authorities concerning any non-compliance with Environmental Laws with respect to or arising out of or in connection with the Service Plazas, including notices regarding Hazardous Substances located on or about the Service Plazas.

The Concessionaire shall take all Response Actions for Hazardous Substances Conditions on, at, under or migrating from the Service Plazas whether first commencing prior to or after the Commencement Date to the extent required under Environmental Law. Unless

otherwise instructed by MassDOT in writing, the Concessionaire shall be responsible for all regulatory notifications and submission of all documents for Hazardous Substances Conditions and shall be responsible for the timely submission of data and tracking information. All documents prepared with respect to Hazardous Substances Conditions must be reviewed by MassDOT prior to submittal to any Governmental Authority. Except with respect to verbal notification for Hazardous Substances Conditions that warrant a two (2) hour notification to MassDEP pursuant to the MCP, the Concessionaire shall not communicate with any Governmental Authority with respect to Hazardous Substances Conditions without MassDOT's attendance and participation. All Hazardous Substances-related documents shall be submitted to MassDOT in advance of any regulatory timeframe and in accordance with Section 11.9, **Appendix E** and **Appendix J**. The Concessionaire shall be responsible, at its sole cost and expense, for all fines, damages, and enforcement requirements imposed by Governmental Authorities for failure to meet regulatory and contract timeframes. If a court or other Governmental Authority directs MassDOT to take any action in connection with the investigation, assessment and clean-up of Releases of Hazardous Substances at, on, under or emanating from the Service Plazas, and the Concessionaire fails to satisfy MassDOT's obligation upon demand by MassDOT, MassDOT may take such actions at the Concessionaire's sole cost and expense and take such other measures as MassDOT deems reasonably necessary to satisfy MassDOT's obligations to the court or other Governmental Authority and any expenses of MassDOT, including reasonable attorneys' fees, related thereto shall be paid to MassDOT on demand as Additional Rent. Notwithstanding the foregoing, the Parties acknowledge that a third-party may be responsible for a Release of a Hazardous Substance at one or more of the Service Plazas. In that event, the Concessionaire shall assure that that third-party satisfies the obligations of this Section 11.1 or that the Concessionaire shall do so itself. The Concessionaire shall execute affidavits, representations and the like from time to time at MassDOT's request regarding the Concessionaire's compliance with all Environmental Laws concerning the Service Plazas.

SECTION 11.2 INVESTIGATION PERIOD. The Concessionaire shall not undertake any environmental assessment of the Service Plazas without MassDOT's prior written consent on each occasion (which consent MassDOT shall not unreasonably withhold, delay or condition). The methodology for such environmental assessments shall be subject to MassDOT's review and approval (which approval MassDOT shall not unreasonably withhold, delay or condition). The Concessionaire shall not perform any subsurface borings, tests or examinations without obtaining MassDOT's prior written consent on each occasion, which consent MassDOT shall not unreasonably withhold, delay or condition. If such borings, tests or examinations are undertaken, the Concessionaire shall within five (5) Business Days of receipt by the Concessionaire deliver to MassDOT copies of any assessments, investigations, reports, or studies (including copies of any related boring logs and test results) performed, prepared or obtained with respect to the Service Plazas in draft form for MassDOT's review and comment in accordance with Section 11.9 below. A copy of any final assessments, investigations, reports and studies shall be provided to MassDOT within ten (10) Business Days after the Concessionaire's receipt thereof.

SECTION 11.3 CONCESSIONAIRE'S ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES. The Concessionaire represents and warrants to MassDOT, and covenants with MassDOT, that with respect to the Concessionaire's use, occupancy and operation of the Service Plazas and/or any Release or threat of Release of

Hazardous Substances that occurs during the Term. (A) The Concessionaire shall strictly comply with all Environmental Laws affecting the Service Plazas and shall not cause, exacerbate or contribute to, permit or suffer any other Person to cause, exacerbate or contribute to any Release or threat of Release of any Hazardous Substances or any possible violation of any Environmental Laws with respect to or arising out of or in correlation with the Service Plazas. Without limiting the generality of the foregoing, the Concessionaire is not, and will not become involved in operations at the Service Plazas involving Hazardous Substances, except as expressly permitted by Applicable Laws.

(B) All activities on the Service Plazas shall be undertaken in accordance with Good Engineering and Construction Practice and Good Industry Practice, including activities designed to avoid a Release of Hazardous Substances of any kind or nature, including, without limitation, into any watercourse, surface or subsurface water or wetlands.

(C) The Concessionaire acknowledges that certain monitoring wells and/or groundwater treatment systems exist on or about the Service Plazas. In the event that there is any disruption or disturbance of any such well or treatment system, the Concessionaire, at its sole cost and expense, shall be responsible for (i) promptly restoring such well or treatment system to the same (or better) condition that such well was in immediately prior to such disruption or disturbance, and if applicable, resurveying such well or treatment system and (ii) any Loss-and-Expense arising out of or related to such disruption or disturbance.

(D) At all times, the Concessionaire shall keep an adequate amount of absorbents (not less than 250 pounds) at each of the Service Plazas to clean up minor Releases of petroleum products resulting from the Fuel Service or operations thereon. Such absorbents shall be used by properly trained Concessionaire Persons and shall be maintained and disposed of in accordance with all Applicable Laws.

(E) The Concessionaire acknowledges that certain environmental remediation activities may be performed by Separate Contractors at some or all of the Service Plazas during the Term. The Concessionaire agrees that such Separate Contractors shall have access to the Service Plazas to monitor, investigate and complete such remediation activities and that none of the Concessionaire Persons shall disrupt or interfere with any such activities.

(F) Upon the expiration or earlier termination of the Term, the Concessionaire shall remove and dispose of all Hazardous Substances and solid waste generated or stored in connection with the Concessionaire's use of the Service Plazas as required by any and all applicable Environmental Laws. Without limiting the generality of the foregoing, such Hazardous Substances shall include all tank bottom pump outs and used and/or spent absorbent containers.

(G) In the event that soils disturbed or excavated in connection with the Redevelopment Improvements or other Construction Work contain known, assumed or suspected Hazardous Substances that require off-site treatment or disposal, the Concessionaire shall arrange for the transportation and treatment or disposal of contaminated soils from the Service Plazas at a treatment and disposal facility that has been issued, and complies with, all permits, licenses, certificates or approvals required by Applicable Laws. The Concessionaire shall arrange for the

transportation and reuse of all other soils disturbed or excavated that will not remain on the Service Plazas. If and to the extent permitted under Applicable Laws, the Concessionaire shall arrange for the transportation and treatment or disposal of contaminated soils at a treatment and disposal facility for reuse in asphalt batching or as landfill daily cover. Unless otherwise instructed by MassDOT in writing, the Concessionaire, as generator, shall sign all contracts, manifests and bills of lading with respect to the transportation, treatment and disposal of contaminated soils from the Service Plazas. Prior to the transportation of any contaminated soils from the Service Plazas, the Concessionaire shall notify MassDOT in writing of the treatment and disposal facility where the contaminated soils will be taken and, at MassDOT's request, provide evidence that such treatment and disposal facility has been issued and complies with all permits, licenses, certificates or approvals required by Applicable Laws. All costs and expenses incurred in connection with the actions set forth in this Section 11.3(H) shall be at the Concessionaire's sole cost and expense.

(H) The Concessionaire will obtain, maintain and comply with and caused to be comply with, any and all requisite permits and Governmental Approvals applicable to the Service Plazas and/or to facilitate the Construction Work.

(I) In accordance with Good Engineering and Construction Practice and Good Industry Practice, the Concessionaire shall maintain, repair and if necessary, replace, environmental monitoring equipment (e.g., monitoring well, vapor monitoring point, etc.) and remediation equipment (e.g., groundwater recovery well, soil vapor extraction well, subsurface piping, pumps, etc.) during the Term.

(J) Except as otherwise expressly provided in this Section 11.3, all obligations, warranties and representations of the Concessionaire set forth in this Section 11.3 shall be deemed to be continuing and shall remain true and correct in all material respects and in full force and effect during the entire Term of this Lease and shall survive the expiration or earlier termination of this Lease.

SECTION 11.4 ADDITIONAL CONCESSIONAIRE OBLIGATIONS REGARDING HAZARDOUS SUBSTANCES AND FUEL SERVICE EQUIPMENT. The Concessionaire shall, at its own expense, install and maintain in proper working condition oil spill detection instruments and alarms as well as oil spill containment devices in accordance with Good Engineering and Construction Practice, Good Industry Practice and Applicable Laws. The Concessionaire, as owner and operator of the Fuel Service Equipment, shall comply with all provisions of **Appendix J** (Environmental Protocol) and Applicable Laws applicable to the "owner" or "operator" of the Fuel Service Equipment. Nothing contained herein shall diminish any of the obligations of the Concessionaire to remove, repair or replace the Fuel Service Equipment during the Term pursuant to a mandate from any Governmental Authority, nor any of the obligations of the Concessionaire to remove, repair or replace the Fuel Service Equipment at the termination of this Lease. If a Governmental Authority directs MassDOT to take any action in connection with the removal, repair or replacement of any Fuel Service Equipment and the Concessionaire fails to satisfy MassDOT's obligations upon demand by MassDOT, MassDOT may take such actions at the Concessionaire's expense and take such other measures as MassDOT deems reasonably necessary to satisfy MassDOT's obligations to the Governmental Authority and any expenses of MassDOT related thereto shall be paid to MassDOT on demand as Additional

Rent, including reasonable attorneys' fees. The Concessionaire agrees to cooperate with MassDOT or any other Governmental Authority in furnishing such information related to Fuel Service Equipment as is requested by MassDOT or by any other Governmental Authority.

SECTION 11.5 INSPECTIONS BY MASSDOT. MassDOT may from time to time as MassDOT, in its discretion, deems necessary or appropriate, upon notice and at reasonable times, perform inspections, examinations and tests (including subsurface investigations and borings) concerning the Service Plazas with respect to any possible Release or threatened Release of any Hazardous Substances or any possible violation of any Environmental Laws or Governmental Approvals with respect to or arising out of or in connection with the Service Plazas; provided that (A) MassDOT shall use reasonable efforts to minimize any disturbance or interference with the use and enjoyment of the Service Plazas by the Concessionaire, in the course of the exercise of such rights by MassDOT; and (B) following the completion of any work in connection with the foregoing, MassDOT shall reasonably restore or repair any areas of the Service Plazas disturbed in connection with such work to substantially the same condition as they were in prior to the commencement of such work. Concessionaire shall fully cooperate with any such inspections, examinations and tests.

SECTION 11.6 SETTLEMENT AGREEMENTS. The Concessionaire shall not, without MassDOT's prior written consent, which consent may be withheld or conditioned in MassDOT's discretion, enter into any settlement agreement or agreement of any kind or nature with respect to any violation or purported violation of any Environmental Laws which would impose any obligation on MassDOT or any Collective Indemnitees.

SECTION 11.7 MAINTENANCE OF RECORDS. During the Lease Term, the Concessionaire shall maintain inventory and tank and line maintenance records for the Service Plazas as required to comply with all Applicable Laws. MassDOT shall have the right to review these records as MassDOT deems necessary.

SECTION 11.8 ENVIRONMENTAL AUDIT. No later than twelve (12) months prior to the Expiration Date, the Concessionaire shall conduct an environmental audit of the Service Plazas. The environmental audit shall be prepared by a qualified Licensed Site Professional ("**LSP**") with at least ten (10) years of experience in environmental assessment and remediation and licensed Third Party Inspector ("**TPI**") pursuant to 310 CMR 80.49(4) to conduct UST inspections. Prior to the commencement of the audit, the Concessionaire shall provide MassDOT with the name of the consultant and a scope of work. If for any reason MassDOT is not satisfied with the Concessionaire's choice of consultant or the scope of the audit, the Concessionaire shall select another environmental professional or provide an amended scope of work, as required by MassDOT. The environmental professional shall prepare an environmental audit report (the "**Environmental Audit Report**") that identifies any and all compliance issues with respect to all applicable Environmental Laws, including, without limitation compliance with laws pertaining to Hazardous Substances, Fuel Service Equipment, and air quality. The Concessionaire shall provide MassDOT a copy of the Environmental Audit Report within ten (10) days of receipt from the environmental professional. Upon MassDOT's request, the Concessionaire shall provide documentation prepared or obtained in connection with the environmental audit. In the event that the Environmental Audit Report identifies noncompliance

with any Environmental Law, the Concessionaire shall complete any and all compliance obligations, at the Concessionaire's sole expense, not later than fifteen (15) days (or some other mutually agreed upon reasonable period of time) following the date of the Environmental Audit Report, but in no event later than six (6) months prior to the Expiration Date. If the Concessionaire fails to perform these compliance obligations, MassDOT may undertake said compliance obligations and Concessionaire shall reimburse MassDOT at one and one half times MassDOT's cost as liquidated damages to cover MassDOT's internal administrative costs and third-party costs. In the event the Environmental Audit Report identifies a Release or threatened Release of Hazardous Substances, the Concessionaire shall notify MassDOT for review and comments prior to notifying any appropriate Governmental Authorities in accordance with applicable Environmental Laws, including, without limitation, Massachusetts General Laws, Chapter 21E and the Massachusetts Contingency Plan, 310 CMR 40.0000, et seq. In the event that a Release or threatened Release of Hazardous Substances requires assessment, investigation, remediation or monitoring in accordance with Environmental Laws, the Concessionaire shall be responsible for such activities in accordance with Environmental Laws and the terms of this Lease, all at the Concessionaire's sole cost and expense except as otherwise provided in Section 11.1(B).

SECTION 11.9 TIMELINE FOR REVIEW AND APPROVALS. Notwithstanding anything to the contrary in this Lease, MassDOT shall have a period of thirty (30) days to review and comment on all items required to be submitted to MassDOT for review and approval or verification under this Article 11. Within five (5) business days subsequent to the Concessionaire's receipt of MassDOT's response, a technical meeting will be held between and among representatives of the Concessionaire and MassDOT to discuss MassDOT's comments and review. Submittals shall be delivered to: [_____] with a copy to MassDOT's designated LSP (which, as of the date hereof, is [_____].

SECTION 11.10 SURVIVAL. In respect of the Concessionaire's acts and omissions, this Article 11 will survive the expiration or earlier termination of this Lease.

ARTICLE 12
CHANGES

SECTION 12.1 MASSDOT CHANGES.

(A) MassDOT Right to Require Changes. MassDOT may, at any time during the Term, without invalidating this Lease, require Changes in accordance with this Article 12 (Changes). If MassDOT changes or implements new policies applicable to the Service Plazas after the Commencement Date and such revised or new policies require capital modifications at the Service Plazas, such revised or new policies shall be considered a MassDOT Change subject to a Change Order as and to the extent provided in Article 12 (Changes). Except to the extent that a Change Order or Change Directive expressly requires otherwise, the Concessionaire shall implement each Change in accordance with all terms of this Lease. Nothing in this Lease shall be construed as limiting the ability of MassDOT to revise toll rates or impose new tolls on the Turnpike and any such actions taken by MassDOT shall not be considered a MassDOT Change or otherwise entitle the Concessionaire to a Change Order or Supervening Event relief hereunder.

(B) Initial Plaza Redevelopment Plan, Corrections of Defects or Deficiencies Not a Change. No work required by the Initial Plaza Redevelopment Plan shall constitute a MassDOT Change; nor shall any changes, amendments, supplements or modifications to the Initial Redevelopment Plan constitute a MassDOT Change if such changes, amendments, supplements or modifications are required to comply with other terms of this Lease. No requirement of the Concessionaire to correct any defect or deficiency in the Contract Services or any Construction Work, including any MassDOT direction to the Concessionaire to provide for such correction in accordance with this Lease, shall constitute a MassDOT Change. Without limiting the foregoing, no Change authorized pursuant to a Concessionaire Change Request shall constitute a MassDOT Change. In addition, no exercise by MassDOT of its rights to require the Concessionaire to provide space at the Service Plazas pursuant to MassDOT's reserved rights under Section 14.1 shall constitute a MassDOT Change.

(C) Restrictions on MassDOT Changes. MassDOT shall not at any time during the Term require, and the Concessionaire may refuse to implement, a MassDOT Change, which:

(1) Would be contrary to Applicable Law;

(2) Would render any policy of Required Insurance void or voidable or would cause an insured risk to become uninsurable, unless MassDOT agrees to provide replacement security satisfactory to the Concessionaire acting reasonably;

(3) Would contravene or cause the revocation of any Governmental Approval required by the Concessionaire to perform its obligations under this Lease, where such Governmental Approval would not, using all reasonable efforts, be capable of amendment or renewal;

(4) Would require a new Governmental Approval, or an amendment to an existing Governmental Approval, for the Concessionaire to perform its obligations under this Lease, which Governmental Approval or amendment would not, using all reasonable efforts by the Concessionaire or MassDOT, as applicable, be obtainable;

(5) Would materially adversely affect the health and safety of any person;

(6) Would, if implemented and except as specified in Section 12.1(D), materially and adversely change the nature of the totality of the Project;

(7) Would have a material adverse effect on the performance of the Contract Services, unless MassDOT affords the Concessionaire appropriate compensation, schedule, performance and other relief necessary to avoid any such effect;

(8) Would, in the case of a MassDOT Change relating to the Redevelopment Work, result in the applicable Redevelopment Work not being completed by the Concessionaire using all reasonable efforts in accordance with the Initial Plaza Redevelopment Plan, unless MassDOT affords the Concessionaire appropriate compensation, schedule, performance and other relief; or

(9) Would materially and adversely affect the risk allocation under this Lease, unless MassDOT affords the Concessionaire appropriate compensation, schedule, performance and other relief necessary to avoid any such effect.

For purposes of items (7) through (9) above, "appropriate compensation, schedule, performance and other relief" shall be determined in accordance with the principles set forth in Article 17 (Supervening Events) and Section 22.9(A) (Mitigation by the Concessionaire). If the Concessionaire, acting reasonably, determines that a proposed MassDOT Change is unacceptable because it contravenes one or more of the above, then the Concessionaire shall promptly (in any event within ten (10) Business Days following receipt of any MassDOT Change Notice or Change Directive) give written notice to MassDOT of its objection, explaining its reasons with supporting analysis. If MassDOT disagrees then it may deliver a dispute notice to the Concessionaire, and the Parties shall cooperate to resolve the issue in a timely manner pursuant to the Dispute Resolution Procedures.

(D) Emergencies. In the event of Force Majeure, MassDOT may through a MassDOT Change, negotiate emergency performance from the Concessionaire to address the immediate needs of MassDOT even if not contemplated under this Lease.

(E) Documentation of Costs. The Concessionaire shall furnish MassDOT with copies of all paid invoices and such other data as MassDOT may reasonably request to support the costs of the work performed pursuant to any Change Order or Change Directive entered into or issued in accordance with this Article 12 (Changes) regardless of the Party responsible for such costs.

SECTION 12.2 CHANGE NOTICE AND RESPONSE.

(A) MassDOT Change Notice. MassDOT may at any time during the Term issue to the Concessionaire a notice describing a potential MassDOT Change that MassDOT is considering (a "**MassDOT Change Notice**"). A MassDOT Change Notice shall provide a reasonably sufficient description of the contemplated MassDOT Change to permit the Concessionaire to prepare a response in accordance with this Section 12.2, including any specific directions or requirements as to the contents of such response that are not otherwise required under Section 12.2(B). A MassDOT Change Notice may, as reasonably determined by MassDOT, require the Concessionaire to:

(1) Participate in a preliminary meeting regarding the contemplated MassDOT Change at such time and location as MassDOT may reasonably determine; and

(2) At or before such preliminary meeting, deliver to MassDOT a written, preliminary response, including (as applicable):

(a) A preliminary scope of work associated with the contemplated MassDOT Change;

(b) A preliminary schedule for implementation and any adjustment to the schedule for any Redevelopment Work as set forth in the Initial Plaza Redevelopment Plan that is anticipated to be required as a result of the contemplated MassDOT Change;

(c) A preliminary analysis of any impact on the operations of MassDOT and Separate Contractors;

(d) A preliminary analysis of any performance relief to which the Concessionaire may be entitled under Article 17 (Supervening Events) as a result of such contemplated MassDOT Change, including a preliminary identification and assessment of any reasonably anticipated material impact of such contemplated MassDOT Change on the performance of the Contract Services; and

(e) A preliminary estimate of any savings that will be realized, any costs that will be incurred or, subject to Section 12.2(G), any forecasted reduction in Gross Revenues as a result of the MassDOT Change and proposed terms for an amendment to this Lease, including an equitable adjustment on account of any Change in Costs resulting from such savings, costs or forecasted reduction, which adjustment shall leave the Concessionaire in a No Better and No Worse position.

The Concessionaire shall use all reasonable efforts to provide any such preliminary response to MassDOT in accordance with this Section 12.2(A).

(B) Implementation Proposal. No later than within thirty (30) Business Days (or such longer period as may be mutually agreed upon in writing by the Parties) following the later of the Concessionaire's receipt of a MassDOT Change Notice and any preliminary meeting held pursuant to Section 12.2(A), the Concessionaire shall, subject to Section 12.1(C), submit to MassDOT its proposal to implement the contemplated MassDOT Change (an "**Implementation Proposal**"), which shall include the following:

(1) A detailed scope of work for such MassDOT Change, together with:

(a) A schedule for implementation of such scope of work; and

(b) If prior to completion of all Redevelopment Work, a revised schedule for the Redevelopment Work reflecting adjustments required to implement such MassDOT Change, including a Time Entitlement Analysis satisfying the requirements of Section 7 of **Appendix E**;

(2) The proposed method(s) for certification of completion of any aspects of the work required by such MassDOT Change, which methods shall, to the extent possible, follow procedures already set out in this Lease;

(3) Any new Governmental Approvals, third-party consents, and any amendments to existing Governmental Approvals and third-party consents, required to implement such MassDOT Change;

(4) Identification and analysis of any material impact on the performance of the Contract Services expected to result from implementation of the MassDOT Change, including the extent to which relief from compliance with its obligations under this Lease is required during the implementation of the MassDOT Change;

(5) Identification and analysis of any impact on the operations of MassDOT and any Separate Contractors;

(6) The proposed savings that will be realized, costs that will be incurred or, subject to Section 12.2(F), forecasted reduction in Gross Revenues as a result of implementing the MassDOT Change, and proposed terms for any equitable adjustment on account of any Change in Costs resulting from such savings, costs or forecasted reduction, which proposed terms shall:

(a) Be in compliance with all requirements of this Lease;

(b) Include a detailed breakdown of each element of the proposed savings or costs sufficient to enable MassDOT to review and evaluate the reasonableness of the same;

(c) Identify a "base amount" for the implementation of the MassDOT Change presented according to line or pay items typically included on bid sheets of MassDOT and separated by labor, materials and equipment;

(d) If any items in the base amount have been priced based on other than unit rates, identification of such items and the basis of pricing, with supporting reasons for the same; and

(e) Calculations showing the Concessionaire will be left in a No Better and No Worse position following implementation of the contemplated MassDOT Change;

(7) Such other and additional supporting information and documentation as MassDOT may reasonably require in such MassDOT Change Notice; and

(8) A certification by the Concessionaire Contract Representative that: (a) to the best of the knowledge of the Concessionaire (after due inquiry), any performance relief, including schedule relief, and compensation requested is justified hereunder as to entitlement, extent and amount; (b) the extent of any performance relief, the amount of time and the amount of compensation requested includes all known and anticipated impacts or amounts, which may be incurred as a result of the MassDOT Change; and (c) all cost and pricing data is complete, accurate and current.

(C) Review and Evaluation of Implementation Proposal. As soon as practicable after MassDOT receives the Implementation Proposal, the Concessionaire shall meet with MassDOT, at such time and location as MassDOT may reasonably request, to review and discuss the Implementation Proposal. During such discussions, or otherwise by written notice, MassDOT may in its discretion, subject to Section 12.1(C), request or require modifications to the Implementation Proposal, including to require the Concessionaire to solicit competitive bids or proposals for all or any part of the work that would result from the MassDOT Change. The Concessionaire shall promptly (in any event within fifteen (15) Business Days) after receipt of any such notice from MassDOT, provide MassDOT with an update to its Implementation Proposal to account for any consequential changes.

(D) MassDOT Response. Within fifteen (15) Business Days following the later of the meeting or the receipt of an updated Implementation Proposal, in each case pursuant to Section 12.2(C), MassDOT shall:

(1) Notify the Concessionaire in writing of its acceptance of the Implementation Proposal, subject to Section 12.2(E); or

(2) Request or require further modifications to the Implementation Proposal from the Concessionaire, in which case the procedures set forth in this Section 12.2(C) and (D) shall be repeated; or

(3) Withdraw the MassDOT Change Notice.

(E) Change Order. If MassDOT accepts an Implementation Proposal pursuant to Section 12.2(D)(1), the Parties shall promptly execute an appropriate Change Order in a form prepared by MassDOT to give effect to the relevant MassDOT Change in accordance with the terms of the accepted Implementation Proposal. The execution of any such Change Order by the Concessionaire shall constitute an acknowledgement and agreement by the Concessionaire that:

(1) The Change Order constitutes full accord and satisfaction in respect of the relevant MassDOT Change;

(2) The Concessionaire waives all rights to pursue any subsequent claim concerning or related to the relevant MassDOT Change; and

(3) If required by the Change Order, the Concessionaire shall enter into and execute an Amendment to reflect the terms of the Change Order.

The Concessionaire shall comply with each such Change Order and commence implementation of the relevant MassDOT Change on the date set forth therein.

(F) Required Change Orders. Notwithstanding any of the foregoing, to the extent any provision of this Lease expressly provides that the Concessionaire will be entitled to a Change Order for the occurrence or deemed occurrence of a MassDOT Change, the Parties shall use all reasonable efforts to promptly agree on the terms and conditions of such Change Order, which shall leave the Concessionaire in a No Better and No Worse position. Any compensation, schedule, performance and other relief on account of any such MassDOT Change shall be determined in accordance with the principles set forth in Article 17 (Supervening Events) and subject to compliance with the Concessionaire's duty to mitigate under Section 22.9(A).

(G) Forecasted Reduction in Gross Revenues. Unless otherwise mutually agreed upon in writing by the Parties, any determinations of forecasted reduction in Gross Revenues (whether an increase or decrease) in connection with any MassDOT Change, Change Directive or Relief Event shall be supported by a report prepared by a recognized food, beverage or Fuel revenue consultant or other appropriate and independent professional or firm that is mutually acceptable to the Parties, the cost of which shall be borne by the Concessionaire. At MassDOT's request, at any time during the period of time commencing six (6) months after execution of any Change Order that provides an adjustment based upon a forecasted reduction in Gross Revenues, the Parties shall review the forecasted Gross Revenues against the actual Gross Revenues. Based on such review, either Party may, acting reasonably, request an amendment to the previously agreed adjustment to leave the Concessionaire in a No Better and No Worse position and the Parties shall use all reasonable efforts to promptly agree on the terms and conditions of a Change Order making such amendment.

SECTION 12.3 CHANGE DIRECTIVES. Subject to Section 12.1(C), but notwithstanding any other provision of this Article 12 (Changes), MassDOT may in its discretion issue to the Concessionaire a written notice directing the Concessionaire to proceed with a MassDOT Change (a "**Change Directive**"). Any Change Directive shall:

(1) State that it is issued pursuant to this Section 12.3;

(2) Describe the subject MassDOT Change in a manner sufficient to enable the Concessionaire to proceed with the MassDOT Change; and

(3) Specify the effective date of the subject MassDOT Change.

Promptly upon receipt of a Change Directive, the Concessionaire shall implement the MassDOT Change in accordance with the terms set forth in the Change Directive, subject to Section 12.1(C). Without limiting MassDOT's rights under this Section, the Parties intend that MassDOT Changes will be negotiated between the Parties in accordance with Section 12.2 and that Change Directives will be issued only under circumstances in which it is impractical or unfeasible to implement the Change pursuant to Section 12.2. Any compensation, schedule, performance and other relief on account of a Change Directive shall be determined in accordance with the principles set forth in Article 17 (Supervening Events) and subject to compliance with the Concessionaire's duty to mitigate under Section 22.9(A).

SECTION 12.4 CONCESSIONAIRE CHANGES.

(A) Restrictions. The Concessionaire shall not implement any Change absent the approval of MassDOT through a Change Order or Change Directive.

(B) Concessionaire Change Request. The Concessionaire may at any time during the Term submit a written request for MassDOT to approve a Change proposed by the Concessionaire (a "**Concessionaire Change Request**"), which shall include:

(1) A statement as to the Concessionaire's reasons for proposing the Change, including as to whether such Change is being proposed by the Concessionaire: (a) to remedy any defect or deficiency in the Contract Services, the Redevelopment Improvements or the Service Plazas (a "**Remedial Change**"); or (b) for the overall betterment of the Project;

(2) Reasonably sufficient detail concerning the proposed Change to enable MassDOT to evaluate the proposed Change in full, including, as applicable, all relevant information required to be included in an Implementation Proposal;

(3) An indication of the implications of the proposed Change, including the comparative advantages of the proposed Change to the Concessionaire and MassDOT;

(4) Any dates by which a response by MassDOT to the request is critical; and

(5) Such other information and documentation as may be reasonably requested by MassDOT to fully evaluate and consider the proposed Change.

(C) MassDOT Evaluation. Any Concessionaire Change Request shall be subject to the approval of MassDOT in its discretion; provided, that MassDOT agrees to evaluate any Concessionaire Change Request in good faith, taking into account all issues that are relevant to MassDOT, including whether:

(1) The Concessionaire Change Request proposes any change in the Rent or any other compensation or payment to the Concessionaire or to MassDOT;

(2) The proposed Change would affect the quality of any aspect of the Contract Services or the likelihood of successful and timely performance of the Contract Services;

(3) The proposed Change would or may interfere with the relationship between MassDOT and any third-party, including any Governmental Authority and any Separate Contractor;

(4) The financial strength of the Concessionaire is sufficient to implement the proposed Change; and

(5) The proposed Change would or may materially affect the obligations, risk, cost or liabilities to which MassDOT will or may be exposed.

As part of the evaluation of a Concessionaire Change Request, if determined to be appropriate in MassDOT's discretion, the Parties shall meet at such time and location as MassDOT may reasonably request to review and discuss the Concessionaire Change Request.

(D) MassDOT Approval. If MassDOT approves a Concessionaire Change Request (with or without modification), the Parties shall promptly execute an appropriate Change Order in a form prepared by MassDOT to give effect to the relevant Change and definitively stating (or, in MassDOT's discretion, confirming by way of incorporation of the relevant Concessionaire Change Request) all details concerning the relevant Change, including (as applicable):

(1) Any extension of time, relief or compensation, including the payment terms of, and supporting documentation required for, any such compensation;

(2) In the case of any Remedial Change, compensation to MassDOT and the associated payment terms in respect of any reduction in value in accordance with Section 12.5(A);

(3) Any sharing of savings with MassDOT pursuant to Section 12.5(B); and

(4) The commencement date for the implementation of the approved Change.

Except as a result of a Relief Event or an Environmental Relief Condition, as and to the extent provided in Article 17 (Supervening Events), or as may otherwise be agreed to by MassDOT in its discretion, there shall be no reduction in Rent payable by the Concessionaire or additional compensation payable to the Concessionaire as a result of any Change proposed by the Concessionaire pursuant to this Section 12.4.

(E) Implementation of Approved Change. The Concessionaire shall implement any Change approved by MassDOT pursuant to this Section 12.4 in accordance with the terms and conditions set forth in the relevant Change Order. No Change approved by MassDOT pursuant to this Section 12.4 shall constitute a MassDOT Change or, in and of itself, entitle the Concessionaire to any compensation from MassDOT or relief hereunder.

(F) Reimbursement of Costs/Concessionaire Change Request. The Concessionaire shall reimburse MassDOT for the reasonable and documented costs incurred by MassDOT in evaluating any Concessionaire Change Request pursuant to Section 12.4(C), within thirty (30) days following receipt of an invoice for the same in form and content reasonably acceptable to MassDOT, and such reimbursement obligation shall apply even if such Concessionaire Change Request is withdrawn by Concessionaire.

SECTION 12.5 COST SAVINGS.

(A) MassDOT Change or Remedial Change. If in connection with any MassDOT Change or Remedial Change documented in a Change Order or Change Directive:

(1) The Concessionaire's Change in Costs reflect a net savings to the Concessionaire (which shall, subject to Section 12.2(G), take into account any forecasted reduction in Gross Revenues); or

(2) The value of the Contract Services has been reduced (as reasonably determined by the Parties, subject to the Dispute Resolution Procedures); then:

MassDOT shall be entitled to receive (i) a share of fifty (50%) percent of such net savings unless a lesser amount is otherwise agreed to by MassDOT, in its discretion, and (ii) in the case of a Remedial Change, compensation in the amount of one-hundred (100%) percent of such reduction

in value. Any net savings calculation under this Section 12.5 shall factor in any increased cost incurred by the Concessionaire to produce the relevant savings.

(B) Concessionaire Change Request and Shared Savings. Without limiting anything under Section 12.5(A), including in respect of any Remedial Change, if any Concessionaire Change Request proposes or is reasonably expected to result in a net savings to the Concessionaire, MassDOT's share of such net savings shall be fifty percent (50%) unless a lesser amount is otherwise agreed to by MassDOT, in its discretion. If MassDOT approves any such Concessionaire Change Request, the method of sharing in any such savings shall be set forth in the relevant Change Order.

(C) Method of Payment. MassDOT shall be entitled, in its discretion, to elect to receive its share of any savings or reduction in value pursuant to this Section 12.5:

(1) As a lump sum payment (or series of payments) from the Concessionaire within thirty (30) days after:

(a) In the case of a net savings, such net savings (or portion thereof) is realized by the Concessionaire; or

(b) With respect to any reduction in value resulting from a Remedial Change, the date of the relevant Change Order;

(2) Through an increase in the Operational Rent over the remainder of the Term or such shorter period any net savings are realized; or

(3) By way of a combination of items (1) and (2) of this Section 12.5(C).

SECTION 12.6 No Suspension Of Performance. The Concessionaire shall not suspend the performance of the Contract Services during the negotiation of any MassDOT Change Notice or Concessionaire Change Request, except as may be otherwise directed by MassDOT in writing.

ARTICLE 13
PERSONNEL, LABOR AND CONTRACTING PRACTICES

SECTION 13.1 PERSONNEL AND LABOR.

(A) Operations and Maintenance Manager.The Concessionaire shall appoint a Massachusetts-based full-time operations and maintenance manager of the Service Plazas (the "**Operations and Maintenance Manager**") whose sole employment responsibility shall be managing the Concessionaire's performance of the Contract Services. The Operations and Maintenance Manager shall be trained, experienced and proficient in the management and operation of service plazas located on major highways comparable to

the Service Plazas and shall have all required certifications under Applicable Law, as applicable. MassDOT shall have the right to approve the hiring of any proposed candidate for Operations and Maintenance Manager during the Term, which right of approval shall not be exercised unreasonably, and the Operations and Maintenance Manager shall be a Key Personnel as set forth in Section 13.1(C) below.

(B) Concessionaire Contract Representative.The Concessionaire shall designate in writing to MassDOT an individual who shall serve as the primary relationship and contract manager under this Lease (the "**Concessionaire Contract Representative**"). The Concessionaire Contract Representative shall have the authority to act on behalf of the Concessionaire and shall be a Key Personnel as set forth in Section 13.1(C) below. MassDOT shall have the right to approve the hiring of any proposed Concessionaire Contract Representative during the Term, which right of approval shall not be exercised unreasonably.

(C) Key Personnel. The Concessionaire acknowledges that the identity and commitment of the Key Personnel identified in **Appendix K** (Key Personnel) were material factors in the selection of the Concessionaire to perform the Contract Services pursuant to this Lease. The Concessionaire shall utilize such Key Personnel to perform the roles and services identified in **Appendix K** (Key Personnel). The initial Key Personnel shall not be replaced, unless otherwise approved by MassDOT, in its discretion, for a period of three years from commencement of the Term absent death, disability, retirement, resignation or cessation of employment with the Concessionaire and any Affiliate of the Concessionaire. In the event of any such permissible unavailability, the Concessionaire shall retain a replacement with equivalent expertise and experience to the unavailable Key Personnel, which replacement shall be satisfactory to MassDOT, acting reasonably. After the initial three years, any change to a Key Personnel shall require MassDOT's consent, such consent not to be unreasonably withheld. The Concessionaire shall replace any Key Personnel at the reasonable request of MassDOT.

(D) Contact Information. The Concessionaire shall ensure that MassDOT has appropriate contact information for the Operations and Maintenance Manager, the Concessionaire Contract Representative and each other person designated as Key Personnel at all times.

(E) Staffing Generally.The Concessionaire shall provide for staffing of the performance of the Contract Services in accordance with the Contract Standards with qualified personnel who meet all applicable licensing and certification requirements imposed by Applicable Law. Such staffing shall include maintenance staff (including staff described in the Operational Plans pursuant to Section 8.2) available for coverage at each Service Plaza whose responsibility is to maintain the cleanliness, appearance, amenities and conveniences in all customer areas at all times including restrooms, lobbies, dining areas, concept front counter areas, gift shops, vending areas, vestibules, landscaping, plant-life, patios, sidewalks and other walkways, curbs, car parking areas, employee parking areas, commercial vehicle parking areas, Fuel Service Equipment Areas, EV Charging Station areas, playgrounds, picnic areas, and pet areas. All persons engaged by any Concessionaire

Person in the performance of the Contract Services shall have the requisite skills for the tasks assigned. The Concessionaire shall discipline or replace, as appropriate, any employee of the Concessionaire or any Concessionaire Person engaging in unlawful, unruly or objectionable conduct. The Concessionaire shall replace any Concessionaire Person employee at the request of MassDOT in the event MassDOT reasonably determines that such employee does not have the requisite skills for the tasks assigned (and does not acquire such skills within a reasonable time period following MassDOT's initial determination) or in the event MassDOT reasonably determines that such employee has engaged in unlawful, unruly or objectionable conduct.

(F) Disputes. The Concessionaire shall furnish staffing and labor that can work in harmony with all other elements of staffing and labor employed for the performance of the Contract Services. The Concessionaire shall have exclusive responsibility for disputes or jurisdictional issues among unions or trade organizations representing employees of any Concessionaire Person. MassDOT shall have no responsibility whatsoever for any such disputes or issues, and the Concessionaire shall indemnify, defend and hold harmless MassDOT and all other Collective Indemnitees from any and all Loss-and-Expense resulting from any such dispute. If the Concessionaire has knowledge of an actual or potential labor dispute that may affect any of the Contract Services, the Concessionaire shall promptly (i) provide notice thereof to MassDOT, including all relevant information related to the dispute of which the Concessionaire has knowledge; and (ii) use all reasonable efforts to ensure that such labor dispute does not affect the performance of any of the Contract Services, including by applying for relief to appropriate Governmental Authorities.

(G) Labor Peace Agreement. In the exercise of its proprietary rights and its interest in the safe and secure and efficient operation of the Service Plazas, it is MassDOT's policy and goal to ensure continuous and efficient service and to prevent disruption of service at its facilities. Accordingly, the Concessionaire shall have in place, and shall require its Project Contractors and Subcontractors to have in place, at all relevant times, a labor peace agreement ("**Labor Peace Agreement**") between it and any relevant labor union, if any, which is involved in organizing activity with regard to the Concessionaire's or the Project Contractor's or the Subcontractor's workers at the Service Plazas (the "**Organizing Union**"), which Labor Peace Agreement shall include a binding and enforceable provision(s) which prohibits work stoppages, boycotts, and other service disruptions by such Organizing Union, its members, and agents at any of the properties owned and/or operated by MassDOT.

If there is, as of the Commencement Date, an Organizing Union, the Concessionaire shall, prior to or on the Commencement Date, submit to MassDOT a certification signed by both the Concessionaire and the Organizing Union that the Concessionaire and the Organizing Union have entered into a Labor Peace Agreement meeting the requirements of this Section 13.1(G). Additionally, the Concessionaire shall require all of its Project Contractors and Subcontractors, prior to or upon execution of any Project Contract or Subcontract, to submit a certificate signed by (1) the Project Contractor or the Subcontractor, as applicable, and (2) the Organizing Union that the Project Contractor or

the Subcontractor and Organizing Union have entered into a Labor Peace Agreement meeting the requirements of this Section 13.1(G).

Nothing in this Section 13.1(G) requires that the Concessionaire, or its Project Contractors or Subcontractors, enter into a collective bargaining agreement with any union and shall not be construed as requiring the Concessionaire, or its Project Contractors or Subcontractors, to change terms and conditions of employment for its employees, recognize a labor organization as the bargaining representative for its employees, adopt any particular recognition process, or to enter into a collective bargaining agreement with a labor organization.

(H) Project Labor Agreements. Due to the size, duration, timing and complexity of the Project, the Concessionaire certifies its understanding that this Lease, and any successor or amended instrument (including any Change Directive or Change Order), is conditioned upon the Concessionaire's agreement, prior to commencement of any Construction Work, to enter into a project labor agreement(s) with applicable building trade councils or other labor organizations in respect of:

(1) All Redevelopment Work; and

(2) All Permitted Capital Improvements requiring expenditures equal to or greater than $200,000.

(I) Prevailing Wages. The Concessionaire agrees that all Construction Work shall be subject to and performed in conformance, at a minimum, with the requirements of Massachusetts General Laws, Chapter 149, Sections 26 to 27H, inclusive. For Construction Work, all on-site workers shall be paid at least prevailing wages according to the schedules available at: https://www.mass.gov/prevailing-wage-program. The Concessionaire and each other Concessionaire Person shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. The Concessionaire and each other Concessionaire Person shall obtain periodic wage rate schedule updates from the Massachusetts Department of Labor Standards. Wage rate updates are available on the Massachusetts Department of Labor Standards website at: https://www.mass.gov/prevailing-wage-program. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the office of the Director, Massachusetts Department of Labor Standards. The Concessionaire and each other Concessionaire Person is solely responsible for the cost of changes in wage rate schedules and supplements (fringes) over the Term.

(J) Concessionaire's Additional Agreements. The Concessionaire has submitted, and MassDOT has approved, the Concessionaire's agreements set forth in **Appendix L** (Workforce and Economic Development Disclosures) which are a part of this Lease and are binding agreements, warranties, obligations and commitments of the Concessionaire. The agreements set forth in **Appendix L** are the Concessionaire's responses to the following disclosures requested by MassDOT:

(1) documentation reflecting the Concessionaire's demonstrated commitment to workforce development within the Commonwealth in connection with the Construction Work;

(2) a statement of intent concerning efforts that the Concessionaire will take, and will cause the Project Contractors and Subcontractors to take, in connection with the Construction Work, to promote workforce development on the Project;

(3) documentation reflecting the Concessionaire's demonstrated commitment to economic development within the Commonwealth in connection with the Construction Work;

(4) a statement of intent concerning efforts that the Concessionaire will take, and will cause the Project Contractors and Subcontractors to take, in connection with the Construction Work, to promote economic development on the Project;

(5) the Concessionaire's agreement to disclose to MassDOT whether each Project Contractor or Subcontractor for the Construction Work has previously contracted, in the Commonwealth or elsewhere, with a labor organization, as defined by Chapter 150A or the National Labor Relations Act;

(6) the Concessionaire's agreement to disclose to MassDOT whether each Project Contractor or Subcontractor for the Construction Work participates in a state or federally certified apprenticeship program and the number of persons the apprenticeship program has trained to completion for each of the last five (5) years;

(7) a statement of intent concerning the extent to which, in connection with the Construction Work, the Concessionaire intends to utilize, and will cause the Project Contractors and Subcontractors to utilize, apprentices on the Project;

(8) a certification that the Concessionaire has complied, as applicable, with Massachusetts General Laws, Chapters 149, 151, 151A, 151B and 152, with 29 U.S.C. section 201, et seq. and federal anti-discrimination laws for the last three (3) calendar years prior to the Commencement Date and an agreement from the Concessionaire that the Concessionaire will cause each Project Contractor and Subcontractor in connection with the Construction Work to certify that it has complied, as applicable, with Massachusetts General Laws, Chapters 149, 151, 151A, 151B and 152, with 29 U.S.C. section 201, et seq. and federal anti-discrimination laws for the last three (3) calendar years prior to the date of its Project Contract or Subcontract;

(9) a certification that the Concessionaire is in compliance and will remain in compliance, as applicable, and that the Concessionaire will cause the Project Contractors and Subcontractors in connection with the Construction Work to be in compliance and to remain in compliance, as applicable, with Massachusetts General Laws, Chapters 149, 151, 151A, 151B and 152, with 29 U.S.C. section 201, et seq. and with federal anti-discrimination laws for the duration of the Project Contract or Subcontract;

(10) the Concessionaire's detailed plans for assuring labor harmony during all phases of the Contract Services;

(11) a certification from the Concessionaire that, to the extent that one of the Project Contractors or Subcontractors in connection with the Construction Work cannot meet the certification requirements provided for in clauses (10), the Concessionaire will carry a wage bond or other comparable form of insurance in an amount equal to the aggregate of one year's gross wages for all workers projected to be employed by the Project Contractor or Subcontractor for which certification is unavailable, to be maintained for the life of the Project Contract or Subcontract; and

(12) a certification from the Concessionaire that Project Contracts and Subcontracts for the Construction Work shall provide that if a Project Contractor or Subcontractor fails, in good faith, to provide complete accurate certifications and documentation as outlined above, (a) such failure shall result in suspension from the Project for a period of thirty (30) days, to provide an opportunity for the Project Contractor or Subcontractor to address deficiencies to the satisfaction of MassDOT, (b) failure to cure deficiencies within such thirty (30) day period shall result in termination of the Project Contractor or Subcontractor and (c) a Project Contractor's or Subcontractor's willful failure to provide accurate certifications and documentation shall result in permanent termination from the Project.

SECTION 13.2 PROJECT CONTRACTORS AND SUBCONTRACTORS.

(A) Generally. MassDOT acknowledges that the Concessionaire may carry out the Contract Services by contracting certain obligations to Project Contractors, who in turn may contract all or part of their obligations under any Project Contract to one or more Subcontractors, subject to the limitations set forth herein.

(B) Required Use of Project Contractors. As of the Commencement Date, the Concessionaire shall use the Project Contractors (including the Lead Contractor, Lead Designer, and Lead O&M Provider) identified in **Appendix K** (Key Personnel, Project Contractors and Subcontractors) for the performance of the Contract Services in the roles indicated in **Appendix K**(Key Personnel, Project Contractors and Subcontractors), subject

to the Concessionaire's right to terminate a Project Contract and to enter into new Project Contracts in accordance with Section 13.3.

(C) Prohibited Persons. In providing the Contract Services, the Concessionaire shall not contract with, or allow any Concessionaire Person to contract with, any person that, in the reasonable opinion of MassDOT, is a Prohibited Person.

(D) Non-Discrimination and Equal Employment Opportunity. The Concessionaire shall not discriminate by segregation or otherwise against any person because of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall mean having an orientation for or being identified as having an orientation for heterosexuality, bisexuality, or homosexuality), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or handicap or any person alleging to be a qualified handicapped person, in providing or refusing to provide any person or persons the use of or access to any facility, including any and all services, privileges, accommodations, and activities of the Concessionaire.

Concessionaire shall undertake specific affirmative action in those areas identified by MassDOT, from time to time, where utilization of transition plans, reports, goals, and timetables are necessary to ensure equal opportunity and to overcome the effect of past discrimination against specific groups.

The Concessionaire shall develop and disseminate a public policy statement prohibiting discrimination in all of its operations, including, but not limited to, employment, public access and contracting on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or handicap of any person alleging to be a qualified handicapped person.

The Concessionaire shall establish policies and programs to implement in the performance of all Contract Services that prohibit discrimination and ensure equality of opportunity, and Concessionaire shall use good faith efforts to encourage participation of non-profit organizations and diverse businesses certified or recognized by the Commonwealth's Supplier Diversity Office ("SDO"), including Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGTBEs) in all matters relating to the Contract Services and the Service Plazas. The policies and procedures will be reviewed every three (3) years and updated as required by MassDOT.

The Concessionaire shall exercise reasonable, good faith efforts to employ a diverse workforce in all levels of its organization relating to the Contract Services and the Service Plazas and impose a diverse workforce requirement in all contracts with its Project Contractors and Subcontractors. The Concessionaire shall submit to MassDOT, upon

MassDOT's request, workforce profiles, providing information on the utilization of minority group members and women in the workforce performing Contract Services or work with respect to the Service Plazas. If required by MassDOT, the Concessionaire shall establish goals, and where necessary, develop action plans and timetables to ensure the equitable employment of minority groups and women in all workforces with respect to the Contract Services and the Service Plazas. Said goals shall be developed in consultation with MassDOT's Office of Diversity and Civil Rights and shall be based on census data measures of minority and female availability in specific trades, job groups or employment categories.

(E) Terms and Actions. The Concessionaire shall retain full responsibility to MassDOT under this Lease for all matters related to the Contract Services. No failure of any Project Contractor or Subcontractor used by the Concessionaire in connection with the provision of the Contract Services shall relieve the Concessionaire from its obligations hereunder to perform the Contract Services. The Concessionaire shall be responsible for settling and resolving with all Project Contractors and Subcontractors all claims arising from the actions or inactions of the Concessionaire or a Project Contractor or Subcontractor. By appropriate written agreement, the Concessionaire shall require each Project Contractor, to the extent of the Work to be performed by the Project Contractor, to be bound to the Concessionaire by the applicable terms of this Lease, and to assume toward the Concessionaire all the obligations and responsibilities that the Concessionaire, by this Lease, assumes toward MassDOT.

Each Project Contract shall preserve and protect the rights of MassDOT under the Lease with respect to the Contract Services to be performed by the Concessionaire so that subcontracting any Contract Services will not prejudice such rights.

Where appropriate, the Concessionaire shall require each Project Contractor to enter into similar agreements with Subcontractors. The Concessionaire shall make available to each proposed Project Contractor, prior to the execution of a Project Contract, a copy of the provisions of this Lease to which the Project Contractor will be bound, and, upon written request of the Project Contractor, identify to the Project Contractor terms and conditions of the proposed Project Contract that may be at variance with the Lease. Project Contractors will similarly make copies of applicable portions of the Lease available to their respective proposed Subcontractors. All Project Contracts and Subcontracts shall require MassDOT to be expressly identified as a third-party beneficiary of the Project Contract or Subcontract.

(F) Indemnity for Claims. The Concessionaire shall pay or cause to be paid to the Project Contractors and all Subcontractors all amounts due in accordance with Applicable Law and their respective Project Contracts and Subcontracts. No Project Contractor or Subcontractor shall have any right against MassDOT for labor, services, materials or equipment furnished for the Contract Services. The Concessionaire acknowledges that its indemnity obligations under Article 18 (Indemnification) shall include all claims for payment or damages by any Project Contractor or Subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the Contract Services.

(G) Reporting. Without limiting any other obligation hereunder, except as otherwise set forth below in this Section 13.2(G), the Concessionaire shall prepare and maintain a current record of all Subcontracts (including all Subcontracts in respect of Utilities), which record shall accurately identify the purpose of each Subcontract, the parties thereto and the services provided thereunder. The Concessionaire shall provide MassDOT with such record upon the Commencement Date, and at the commencement of each Lease Year thereafter and as otherwise reasonably requested by MassDOT. The Concessionaire shall promptly provide MassDOT with Subcontracts upon the request of MassDOT. The Parties acknowledge and agree that the preceding requirements of this Section 13.2(G) shall not apply to Subcontracts for: (1) materials or equipment suppliers, (2) the performance of Contract Services that do not occur on a day-to-day basis, such as non-routine maintenance of the Service Plazas, or (3) the performance of services that occur on a day-to-day basis but are not integral to the Contract Services, as agreed to by MassDOT, acting reasonably.

(H) Assignability. MassDOT may require that a Project Contract be collaterally assigned to MassDOT pursuant to the terms of a collateral assignment agreement between MassDOT, the Concessionaire, the Project Contractor, and if applicable the Project Contract Guarantor, pursuant to which the Project Contract is assigned to MassDOT as additional security for this Lease,) such collateral assignment agreement to be in form reasonably acceptable to MassDOT (a "**Project Contract Collateral Agreement**"). In addition, all Project Contracts and Subcontracts entered into by the Concessionaire or any Concessionaire Person with respect to the Project shall be assignable to MassDOT, solely at MassDOT's election and without cost or penalty, upon any termination of this Lease due to an Event of Default under Section 21.2.

SECTION 13.3 PROJECT CONTRACTS AND PROJECT CONTRACT GUARANTY AGREEMENTS.

(A) MassDOT Approval of Project Contractors and Project Contracts. Other than Project Contracts entered into as of the Commencement Date (and approved by MassDOT pursuant to the terms of the Transition Agreement), prior to entering into any Project Contract, the Concessionaire shall obtain MassDOT's prior written approval, which approval shall not be unreasonably withheld, of the both the Project Contractor and such Project Contract.

(B) MassDOT Consent. In addition to the provisions of Section 13.3(A), the Concessionaire shall not take any of the following actions without obtaining MassDOT's prior written consent to such action, such consent not to be unreasonably withheld:

(1) Terminate, or agree to or permit the termination of, all or any material part of any Project Contract or Project Contract Guaranty Agreement;

(2) Assign any Project Contract or make, or agree to or permit the making of:

(a) Enter into any material amendment of any Project Contract or Project Contract Guaranty Agreement; or

(b) Agree to any waiver, or departure by, any party from any material provision of any Project Contract or Project Contract Guaranty Agreement;

(3) Permit any Project Contractor to assign or transfer to any person any of such Project Contractor's rights or obligations under a Project Contract other than by way of a Subcontract that is not a subcontract of all or substantially all of the obligations under the Project Contract; or

(4) Permit any Project Contract Guarantor to assign or transfer to any person any of such Project Contract Guarantor's rights or obligations under a Project Contract Guaranty Agreement.

Notwithstanding the foregoing, MassDOT's consent shall not be required if the Concessionaire submits to MassDOT notice of a proposed course of action with respect to a Project Contract (including any relevant documentation requested by MassDOT) and MassDOT has consented to such course of action.

(C) Timeframe for Consents. MassDOT shall give or deny its consent to the extent required under Section 13.3(A) and (B) within:

(1) Ten (10) Business Days of receipt of such notice and all relevant documentation, if the Concessionaire is seeking to terminate a Project Contract immediately; and

(2) Twenty (20) Business Days of receipt of such notice and all relevant documentation in all other cases.

The giving or denial of consent by MassDOT shall not create any liability of MassDOT to the Concessionaire or to any third-party.

(D) Self-Performance by Concessionaire. The Concessionaire may elect, by delivery of notice to MassDOT, to self-perform, and therefore not enter into any of the following Project Contracts: (i) the Operations and Maintenance Agreement, (ii) the Concessions Agreement, (iii) the Fuel Service Agreement, or (iv) the Electric Vehicle Charging Agreement (a "**Concessionaire Self-Perform Notice**"). A Concessionaire Self-Perform Notice shall include details of the technical and financial resources available to the Concessionaire to fulfill its obligations in self-performing such portion of the O&M Services. In addition, the Concessionaire Self-Perform Notice shall include a certification from Concessionaire to MassDOT, certifying that:

(1) The Concessionaire has adequate technical and financial resources to perform such O&M Services;

(2) The Concessionaire will be able to self-perform such O&M Services as of and with effect from the date that the initial Project Contract lapses, terminates, or otherwise ceases to be in full force and effect (whether by reason of expiration or otherwise); and

(3) Self-performance by the Concessionaire will not have an adverse impact on the continuing performance by the Concessionaire of its obligations under this Lease.

MassDOT shall not be bound by any such Concessionaire certification and shall have the independent right, acting reasonably, to make its own determination with respect to any matter certified by the Concessionaire pursuant to this Section 13.3(D). Nothing in this Section 13.3 shall be construed as limiting the obligations of the Concessionaire with regard to performance of all Contract Services (including O&M Services) required to be provided under this Lease.

SECTION 13.4 REPLACEMENT PROJECT CONTRACTS AND PROJECT CONTRACT GUARANTY AGREEMENTS. If any Project Contract or Project Contract Guaranty Agreement at any time lapses, terminates, or otherwise ceases to be in full force and effect (whether by reason of expiration or otherwise) or there is a Bankruptcy Related Event with respect to any Project Contractor, unless the goods, services or rights which were the subject matter of such Project Contract or Project Contract Guaranty Agreement are no longer reasonably required for the Project or the Concessionaire is self-performing such goods, services or rights under Section 13.3, the Concessionaire shall: (1) promptly enter into, or cause to be entered into, a replacement contract or contracts for all or any portion of the goods, services or rights which were the subject matter of such Project Contract or Project Contract Guaranty Agreement, in each case meeting all applicable requirements of this Lease; and (2) if MassDOT and the relevant Project Contractor had entered into a Project Contract Collateral Agreement with respect to the replaced Project Contract, concurrently with the execution of such replacement contract or contracts, enter into, and cause the replacement Project Contractor to enter into, a Project Contract Collateral Agreement. In lieu of taking the actions required pursuant to items (1) and (2) of this Section 13.4, in connection with all or any portion of the O&M Services, the Concessionaire may, subject to Section 13.3, self-perform such O&M Services.

SECTION 13.5 DELIVERY OF AMENDED OR REPLACEMENT PROJECT CONTRACTS AND PROJECT CONTRACT GUARANTY AGREEMENTS. If at any time any amendment is made to any Project Contract or Project Contract Guaranty Agreement, or a replacement Project Contract or Project Contract Guaranty Agreement (or any agreement which materially affects the interpretation or application of any Project Contract or Project Contract Guaranty Agreement) is entered into, the Concessionaire shall deliver to MassDOT a copy of each such amendment or agreement within ten (10) Business Days of the date of its execution or creation, certified as a true copy by the Concessionaire Contract Representative.

ARTICLE 14
MASSDOT RIGHTS AND MASSDOT OBLIGATIONS

SECTION 14.1 MASSDOT RIGHTS.

(A) Reservation of Rights Generally. As of the Commencement Date, MassDOT shall have the right (at no cost to MassDOT) to continue using the space at the Service Plazas that MassDOT is currently using. In addition, MassDOT may from time to time elect, by delivery of not less than thirty (30) days' notice to the Concessionaire, to use space at one or more Service Plazas to accommodate programs that promote the Commonwealth and provide for the safety, convenience and well-being of motorists and their passengers at the Service Plazas. These programs may include:

(1) E-ZPass and Registry of Motor Vehicles services, including an E-ZPass Customer Service Center at the Lee (eastbound) and Ludlow (westbound) Service Plazas;

(2) Additional Electric Vehicle (EV) Charging Stations and Alternative Fuel facilities, as further described in Section 14.1(E) and **Appendix E** (Design and Construction Requirements);

(3) Video monitors, traffic cameras and other technology operated and maintained by MassDOT or other Governmental Authorities to provide public safety and other agency-related information;

(4) MassDOT-hosted public events and MassDOT-authorized public gatherings;

(5) Tourist information services including the provision of brochures and other literature, and the provision of information through video monitors and other technology; and

(6) Solar energy generation, other renewable and clean energy resources and battery storage systems, including the installations of solar canopies over parking areas and other areas of the Service Plazas.

(B) MassDOT Use of Portions of Service Plazas. MassDOT's reservations in Section 14.1 shall also include the right to allow any third-party to use, through contract, permit or otherwise, portions of the Service Plazas for the purposes set forth in Section 14.1 or as otherwise described in the Plaza Operations and Maintenance Plan, to provide the services listed in Section 14.1(A) or any similar services, and MassDOT reserves the right to retain all revenues from such use. The Concessionaire shall provide such space at the Service Plazas as requested by notice from MassDOT and shall cooperate with MassDOT, and any party designated by MassDOT, to accommodate any such use by MassDOT or party designated by MassDOT. MassDOT also reserves the right to direct the Concessionaire to provide the services listed in Section 14.1(A)(1), (3), (4), (5) and (6) or any similar services; provided that any such direction shall be by means of a MassDOT Change pursuant to Article 12 (Changes) and an equitable adjustment will be made to the terms of this Lease (including the Operational Rent payable) to account for the cost of providing such services and the revenues associated therewith.

(C) MassDOT Use of Additional Space at Service Plazas. The Concessionaire shall also provide space at the Service Plazas (at no cost to MassDOT) for MassDOT back-office functions, including staff areas, storage and wiring cabinets.

(D) MassDOT Right to Perform Work. MassDOT may, at any time, perform, or engage any MassDOT Person to perform, any work at the Service Plazas that is not included in the Contract Services, and no Concessionaire Person shall have any right or entitlement to perform any such work. The Concessionaire may submit a proposal to MassDOT for the performance of such work, but nothing in this Lease will obligate MassDOT to accept such proposal. Except in the event of an emergency, MassDOT shall provide reasonable notice to the Concessionaire prior to the performance of such work if such work could reasonably be expected to have an adverse effect on the performance of the Contract Services.

(E) Additional Electric Vehicle Charging Stations; Alternative Fuels.

(1) Electric Charging for Passenger Vehicles and Commercial Vehicles; Alternative Fuels. MassDOT retains the right to install, maintain and operate EV Charging Stations and Alternative Fuel facilities at the Service Plazas and to contract with third parties for such installation, maintenance or operation of EV Charging Stations or Alternative Fuel facilities.

(2) Coordination with Third Parties. The Concessionaire shall cooperate and coordinate with MassDOT and any third-party engaged by MassDOT to provide EV Charging Stations or Alternative Fuel facilities pursuant to Section 14.1(E)(1) so as to properly accommodate installation and operation of such EV Charging Stations and Alternative Fuel facilities at any Service Plaza (including providing all needed snow removal). The terms and conditions set forth in Section 5.9 shall apply to all work performed by any Separate Contractors in connection with the installation and operation of EV Charging Stations and Alternative Fuel facilities at any Service Plaza pursuant to this Section 14.1(E). MassDOT may also elect to require the Concessionaire to operate and maintain any such EV Charging Stations and Alternative Fuel facilities installed by MassDOT or a third-party during the Term. Gross Revenues shall not include any revenue generated from EV Charging Stations or Alternative Fuel facilities installed pursuant to this Section 14.1(E) except for those stations and facilities operated and maintained by the Concessionaire pursuant to the preceding sentence.

SECTION 14.2 MASSDOT OBLIGATIONS.

(A) MASSDOT Obligations Generally. MassDOT will be responsible for the following:

(1) Subject to Section 14.2(C), performing snow removal and de-icing of all entrance and exit roadways to and from each Service Plaza, and from the areas depicted on each Site Plan as "MassDOT Snow and Ice Removal" but not of any other portion of the Service Plazas;

(2) Maintaining Service Plaza perimeter fencing, access gates and locking systems for access gates; and

(3) To the extent permitted by Applicable Law, maintaining signs along the Highways notifying drivers that Service Plazas are ahead, in at least the size and number in existence as of the Commencement Date; provided that any changes to these Highway signs made to reflect changes to services being provided or changes to logos on such signs shall be made by MassDOT at the Concessionaire's expense.

(B) MassDOT Discontinuance of Utilities. MassDOT shall have the right, in its discretion, to discontinue the provision of any Utilities it provides to the Service Plazas as of the Commencement Date; except that, MassDOT shall not exercise such right absent a transfer of responsibility for the provision of the applicable Utility services to an appropriate replacement municipal or other Utility provider and provided that such transfer may result in only minimal short-term disruption of wastewater or other applicable Utility services.

(C) MassDOT Snow Removal and De-Icing Responsibilities. The Concessionaire acknowledges and agrees that:

(1) MassDOT is responsible for the Highways and other infrastructure;

(2) The Highways are located in a geographic region that is subject to snow and ice storms; and

(3) MassDOT has limited resources to provide maintenance and operations to the Highways.

Accordingly, MassDOT's responsibility for snow and ice removal services shall be subject to an all reasonable efforts standard and in no event shall the Concessionaire be entitled to relief hereunder in respect of any failure to provide such services if MassDOT provides for snow and ice removal within 48 hours after completion of any snow event resulting in accumulation of three or more inches of snow and ice (and no subsequent snow event has occurred or is then occurring).

(D) New Highway Facilities. During the Lease Term, if MassDOT opens any additional service plazas on the Turnpike (having direct access to the Turnpike) and within fifteen (15) miles of any of the Service Plazas, and with facilities providing food, Fuel, EV charging and travel-related retail services, other than facilities which are designed primarily to provide short term and/or long term parking for commercial vehicles and

services for commercial vehicle operators, it shall be considered a MassDOT Change and MassDOT shall negotiate a Change Order with the Concessionaire in accordance with Article 12 (Changes).

SECTION 14.3 MASSDOT ACCESS AND INSPECTION RIGHTS. MassDOT, on behalf of itself and its designated representatives, reserves the right of access to the Service Plazas at any time and from time to time to: (i) perform its obligations and to otherwise administer, and exercise its rights under this Lease, (ii) perform a limited or full-scale inspection and review of the state of repair, working condition and performance capability of the Service Plazas; and/or (iii) evaluate compliance by the Concessionaire with its obligations hereunder. Any MassDOT inspection may include a concurrent review of all relevant data, records and reports. The Concessionaire shall cooperate fully with any such access and inspection, and MassDOT shall use reasonable efforts to exercise its rights under this Section 14.3 in a manner so as not to unreasonably interfere with the Concessionaire's performance of its obligations hereunder. Throughout the Term, the Concessionaire shall at all times afford MassDOT and all MassDOT Persons every reasonable opportunity to observe the performance of the Contract Services. During MassDOT's exercise of any of its rights hereunder, MassDOT Persons shall comply with the Concessionaire's reasonable safety and security rules and regulations applicable to presence in or upon the Service Plazas. The Concessionaire shall, at all times coordinate and cooperate, and require all Concessionaire Persons to coordinate and cooperate, with MassDOT and all MassDOT Persons to facilitate MassDOT's activities under this Section 14.3. The Concessionaire shall cause its representatives, including all Key Personnel, to be available at all reasonable times for consultation with MassDOT or any MassDOT Person.

SECTION 14.4 MASSDOT RESERVED EASEMENT RIGHTS. MassDOT hereby reserves and retains, for its benefit, and for the benefit of any other person or Governmental Authority to which MassDOT may grant such rights or easements in accordance with this Section 14.4 (collectively, "**other easement holders**"), the following perpetual non-exclusive appurtenant rights and easements for its benefit and for the benefit of other easement holders: (i) the right and easement to pass and repass, at any time and from time to time, over the Service Plazas to the extent not within the buildings on the Service Plazas, with vehicles, machinery and equipment for the use, operation, support, construction or installation, repair, alteration, relocation and replacement of improvements, fixtures, systems and components of or relative to the MassDOT Remaining Property (defined below) ("**Reserved Access Easements**"); (ii) the right and easement to use, repair, maintain and replace all utility and drainage facilities located on, in or under the Service Plazas which serve MassDOT Remaining Property ("**Reserved Existing Utility Easements)** and (iii) the right and easement to install, use, maintain and replace utility facilities to serve any solar facilities, EV Charging Stations and Alternative Fuel facilities that may be added to the Service Plazas pursuant to MassDOT's rights under Section 14.1 ("**New Utility Easements**" and together with Reserved Access Easements and the Reserved Existing Utility Easements, the "**Reserved Easements**"). "**MassDOT Remaining Property**" shall mean any and all other property now or hereafter owned by MassDOT or comprising a component of the Turnpike or the Highways which adjoins or is proximate to (whether at, above or below grade) any portion of the Service Plazas. MassDOT shall use reasonable efforts to exercise its Reserved Easements in a manner so as not to materially adversely affect or unreasonably interfere with the use, maintenance or operation of the Service Plazas by the Concessionaire. MassDOT or the other easement holder,

as applicable, shall restore or repair any areas of the Service Plazas or the improvements thereon disturbed in connection with the exercise of the Reserved Easements to substantially the same condition as they were in prior to the commencement of such work (including paving and landscaping). The Concessionaire shall not be responsible for any injury to persons or property of MassDOT or any third-parties arising from any work performed by MassDOT and other easement holders and/or arising from or with respect to the improvements constructed by or on behalf of MassDOT or other easement holders, in connection with the Reserved Easements but in no event shall MassDOT or any other easement holder be obligated to indemnify the Concessionaire or any Concessionaire Person with respect thereto. Any work performed or rights or easements exercised by MassDOT or other easement holders shall be performed or exercised at MassDOT's or other easement holder's (as applicable) sole risk, cost and expense, in accordance with all Applicable Laws, in a good, workmanlike and Lien-free manner, expeditiously, and in coordination with the Concessionaire, so as to not materially adversely affect or unreasonably interfere with the use, operation and maintenance of the Service Plazas and prior to the commencement of any such work or exercise of such rights by MassDOT or other easement holder, MassDOT or other easement holder, as applicable, shall obtain liability insurance in amounts and in a form customarily obtained by MassDOT or the other easement holder in connection with work of the kind in question.

SECTION 14.5 NO EVICTION, TRESPASS OR CLAIM. In no event will MassDOT's exercise of its rights under this Article 14 (MassDOT Rights and MassDOT Obligations) or any other provision of this Lease be construed as a trespass or an actual or constructive eviction, nor shall any such exercise give rise to any claim against MassDOT or offset against any Rent or other amounts payable by the Concessionaire to MassDOT under this Lease.

SECTION 14.6 CONTRIBUTION OF CAPITAL BY MASSDOT. MassDOT may, in its discretion, elect to contribute funds to the Concessionaire from time to time which MassDOT has received via grant to other similar programs, with such funds to be used for Construction Work as designated by MassDOT.

ARTICLE 15
ASSIGNMENT/SUBLEASING AND CHANGE IN CONTROL

SECTION 15.1 Assignment By Concessionaire. The Concessionaire shall not assign, transfer or otherwise dispose of any interest in this Lease, in whole or in part, directly or indirectly without MassDOT's prior written consent, which may be given or withheld in MassDOT's discretion, except:

(A) As security for any loan made to the Concessionaire and provided the Lender enters into the Lender's Remedies Agreement (if applicable) and all related Security Documents are in compliance with Article 6 (Financing and Refinancing); or

(B) In connection with the exercise of rights of a Lender under the Security Documents in accordance with any applicable Lender's Remedies Agreement, provided that the assignee assumes all the obligations of the Concessionaire under this Lease.

In the event any assignment or transfer consented to by MassDOT in accordance with this Section 15.1 would result in any consideration to the Concessionaire or any Affiliate of the Concessionaire, MassDOT may, as a condition of granting its consent to an assignment, elect to participate in such consideration in an amount equal to fifty (50%) percent of such consideration; provided that the terms of this sentence shall not apply in the circumstances described in items (1) and (2) of this Section 15.1.

SECTION 15.2 LIMITATIONS ON CHANGE IN CONTROL. No Change in Control of the Concessionaire shall be permitted (whether by the Concessionaire or otherwise) to occur except:

(A) In connection with the exercise of rights of a Lender under the Security Documents in accordance with any applicable Lender's Remedies Agreement; or

(B) Arising from any bona fide open market transaction in any shares or other securities effected on a recognized public stock exchange or

(C) With the prior written consent of MassDOT, which:

(1) Prior to and including the second anniversary date of the final completion of all of the Redevelopment Work, may be given or withheld in MassDOT's discretion; and

(2) After such date, may not be unreasonably withheld, conditioned or delayed and shall be given unless:

(a) MassDOT reasonably determines that the proposed Change in Control could have a material and adverse effect on MassDOT, the Service Plazas or the ability of the Concessionaire to meet its obligations under this Lease; or

(b) The proposed Change in Control would violate Applicable Law or result in a Prohibited Person becoming an Affiliate of the Concessionaire.

Until and including the second anniversary date of the final completion of the Redevelopment Work, in the event any Change in Control described in item (3) would result in any net gain to the Concessionaire or any Affiliate of the Concessionaire taking into consideration the previous investments made and returns received by the Concessionaire or the applicable Affiliate, MassDOT may, as a condition of granting its consent to the Change in Control, elect to participate in such gain in an amount to be determined by MassDOT, acting reasonably, but not to exceed fifty percent (50%) of such net gain.

SECTION 15.3 SUBLEASING.

(A) Right to Sublet. The Concessionaire shall not, without MassDOT's prior written approval, enter into a Sublease for the Service Plazas or any portion thereof;

provided, however, that MassDOT's approval shall, subject to the Sublease's compliance with the applicable Plaza Operations and Maintenance Plan, not be unreasonably withheld, conditioned or delayed where:

(1) The Sublease is for a use provided for in the Plaza Operations and Maintenance Plan;

(2) The term of the Sublease does not extend beyond the Term;

(3) The Sublease conforms to this Lease, including the Plaza Operations and Maintenance Plan;

(4) The Sublease is, and expressly states that it is, subject and subordinate to this Lease, as it may be from time to time amended, extended or otherwise modified or supplemented and to any lease or agreement executed in replacement of this Lease (as such lease or agreement may be from time to time amended, extended or otherwise modified or supplemented);

(5) The Sublessee agrees to grant the right to MassDOT to use Work Product in accordance with Section 7.8 and to use and display Marks in accordance with Section 7.9;

(6) The Sublessee has been approved under the Plaza Operations and Maintenance Plan or MassDOT determines in its discretion that the Sublessee is reasonably acceptable and the Sublessee is not a Prohibited Person; and

(7) The Concessionaire has provided MassDOT with reasonable evidence of its compliance with the foregoing requirements of this Section 15.3(A).

The Concessionaire shall submit to MassDOT, in advance, a draft of each proposed Sublease along with evidence that such proposed Sublease conforms to this Lease, and the Plaza Operations and Maintenance Plan.

(B) Copies of Subleases. Promptly following the execution thereof the Concessionaire shall provide MassDOT with a copy of each fully executed Sublease.

(C) Concessionaire Not Released. Regardless of whether MassDOT has approved any Sublease, no Sublease shall relieve the Concessionaire of its obligations under this Lease.

(D) Non-Disturbance Agreement. At MassDOT's request, the Concessionaire shall cause a Sublessee to execute and deliver a non-disturbance agreements between MassDOT, the Concessionaire and such Sublessee, in form reasonably satisfactory to MassDOT, and providing that, in the event of termination of this Lease and the reversion

of the Service Plazas to MassDOT, at the option of MassDOT, MassDOT may elect that the Sublease not terminate, and such Sublease shall then continue in full force and effect, MassDOT will not disturb the possession of such Sublessee provided such Sublessee is in compliance with the Sublease and there are no defaults thereunder and MassDOT will recognize such Sublessee's rights under such Sublease. Each non-disturbance agreement shall contain customary exculpatory provisions and shall expressly exculpate MassDOT from any and all acts, omissions, obligations and liabilities of the Concessionaire in connection with the Sublease.

(E) Additional Security. To secure the prompt and full payment by the Concessionaire of the Rent payable by the Concessionaire hereunder, the Concessionaire hereby assigns to MassDOT, subject to the rights of the Lenders under the Lender's Remedies Agreement (if applicable) until and unless such Lenders' cure rights thereunder shall have elapsed, and subject to the conditions hereinafter set forth, all of the Concessionaire's right, title and interest in and to all Subleases affecting the Service Plazas and all rents, issues and profits accruing thereunder, and all guarantees and security deposits with respect thereto, and the Concessionaire hereby confers upon MassDOT and all MassDOT Persons, a right of entry in, and sufficient possession of, the Service Plazas to permit and ensure the collection by MassDOT of the rentals and other sums payable under such Subleases; provided, however, that such assignment, although presently effective, is given solely as security, and MassDOT hereby irrevocably waives the right to exercise MassDOT's rights pursuant to this Section 15.3(E) until and unless an Event of Default shall occur and be continuing (or this Lease shall terminate). The Concessionaire hereby irrevocably directs each Sublessee to pay to MassDOT the rentals or other sums payable under such Sublessee's Sublease when, as and if directed to do so by MassDOT in a written notice to such Sublessee in which MassDOT shall certify that an Event of Default shall have occurred and be continuing under this Lease. The exercise of MassDOT's right of entry under this Section 15.3(E) shall not constitute an eviction of the Concessionaire from the Service Plazas or any portion thereof.

SECTION 15.4 COSTS OF REQUEST FOR CONSENT. If the Concessionaire requests consent to an assignment, transfer or disposition pursuant to Section 15.1 or to a Change in Control pursuant to Section 15.2 or to a Sublease pursuant to Section 15.3, the Concessionaire shall pay MassDOT's reasonable internal administrative and personnel costs and all out-of-pocket costs, including consultants' and attorneys' fees, reasonably incurred by MassDOT in connection with MassDOT's consideration of any such request. At the time of the request, the Concessionaire shall make a payment to MassDOT in the amount of $50,000 (the "**Review Fee Deposit**") against the Concessionaire's obligation under this Section 15.4 or follow such similar process as MassDOT may direct at such time; provided that MassDOT may, by notice to the Concessionaire, increase the amount of the Review Fee Deposit, but not more than once every five (5) years during the Lease Term, to reflect increases in its anticipated review costs. Following the rendering of a decision by MassDOT in respect of the request, MassDOT shall either refund any over payment within thirty (30) days thereof or invoice the Concessionaire for any additional amounts due to MassDOT under this Section 15.4. The Concessionaire shall pay any such additional amount as Additional Rent which shall be payable on the due date of the next Rent payment in accordance with Section 4.2 following the receipt by the Concessionaire of MassDOT's invoice.

ARTICLE 16
INSURANCE, DAMAGE AND DESTRUCTION

SECTION 16.1 INSURANCE CONDITIONS AND COVERAGES.

(A) General Insurance Requirements. The Concessionaire shall maintain throughout the Term of this Lease, at its sole cost and expense, the insurance coverages as specified below in this Section 16.1 (the "**Required Insurance**"). The requirements stated below are minimum requirements and do not limit the liability of the Concessionaire, the Project Contractors, the Subcontractors, or their insurers to MassDOT.

(B) Worker's Compensation and Employer's Liability Insurance. The Concessionaire shall maintain, (1) worker's compensation insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (2) employer's liability coverage with limits of not less than One Million Dollars ($1,000,000) per accident, One Million Dollars ($1,000,000) policy limit and One Million Dollars ($1,000,000) each employee. This policy must be specifically endorsed to provide a waiver of subrogation in favor of MassDOT.

(C) Commercial Liability Insurance. The Concessionaire shall maintain commercial general liability ("CGL") insurance against all claims for bodily injury, personal injury, death or property damage occurring upon, in or about the Service Plazas or any improvements, such insurance to afford protection with combined single limit coverage of not less than Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. Such coverage shall be written on an occurrence basis and shall include the following: products and completed operations hazard coverage; contractual liability; and personal and advertising injury coverage. Such policy shall provide that the general aggregate limit of liability will apply on a per location basis. First dollar coverage is preferred. Any deductible that exceeds $100,000 must be reviewed and approved by MassDOT. The CGL insurance must specifically include MassDOT as a scheduled additional insured with such additional insured coverage applying to MassDOT (1) on a primary and noncontributory basis, and (2) as to any liability arising out of ongoing or completed operations performed by Concessionaire, Project Contractors or Subcontractors The CGL insurance must include a waiver of the insurer's rights of subrogation in favor of MassDOT with MassDOT specifically listed in the schedule of the endorsement providing such waiver.

(D) Automobile Liability Insurance. The Concessionaire shall maintain automobile liability insurance covering all owned, non-owned, hired, leased or rented vehicles with limits not less than One Million Dollars ($1,000,000) per accident. This policy must specifically include MassDOT as a scheduled additional insured with such additional insured coverage applying to MassDOT on a primary and noncontributory basis. In addition, it must include a waiver of the insurer's rights subrogation in favor of MassDOT with MassDOT specifically listed in the schedule of the endorsement providing such waiver.

(E) Excess/Umbrella Liability Insurance. The Concessionaire shall maintain excess/umbrella coverage over and as broad as the underlying CGL, automobile liability, and the employers liability grant within the workers compensation policy as required in this Article 16. Such coverage shall be written on an occurrence and per location basis with limits of not less than Twenty-Five Million Dollars ($25,000,000) per occurrence and Twenty-Five Million Dollars ($25,000,000) in the aggregate. This policy must specifically include MassDOT as a scheduled additional insured with such additional insured coverage applying to MassDOT (1) on a primary and noncontributory basis, and (2) as to any liability arising out of ongoing or completed operations performed by Concessionaire, Project Contractors or Subcontractors. In addition, the excess/umbrella coverage must include a waiver of the insurer's rights of subrogation in favor of MassDOT with MassDOT specifically listed in the schedule of the endorsement providing such waiver.

(F) Property / Builder's Risk Insurance. (1) The Concessionaire shall maintain property insurance covering all causes of direct physical loss or on an "All Risk" basis including catastrophic coverages including but not limited to flood, windstorm, and earthquake with any sublimits regarding such catastrophic coverages to be subject to MassDOT's approval which shall not be unreasonably withheld. The limit of coverage must be in an amount not less than one hundred percent (100%) of the replacement cost value. Losses must be adjusted based on a replacement cost valuation with no coinsurance provision. Loss of income for a period of one year equivalent to annual earnings must be included. (2) While buildings are under construction the Concessionaire must maintain a builder's risk policy. This policy shall be valued for 100% of the completed value of the Construction Work and project property subject to all causes of direct physical loss or on an "All Risk" basis which shall include catastrophic coverages including but not limited to flood, windstorm, and earthquake with any sublimits regarding such catastrophic coverages to be subject to MassDOT's approval which shall not be unreasonably withheld. Loss of income must be secured equivalent to 18 months of estimated earnings post projected completion date. Losses must be adjusted based on a replacement cost valuation with no coinsurance provision.

MassDOT must be named as a Joint Loss Payee and an additional insured on the property and builder's risk coverages.

The property and builder's risk policies must include a waiver of the insurer's rights of subrogation in favor of MassDOT with MassDOT specifically listed in the schedule of the endorsement providing such waiver.

Deductibles on property or builders risk coverage which exceed $100,000 must be reviewed and approved by MassDOT.

(G) Contractors Professional Liability. Concessionaire shall ensure that contractors performing any Construction Work maintain professional coverage during the term of such Construction Work and for six (6) years post the completion of such Construction Work with limits of not less than $5,000,000 per claim and $5,000,000 per aggregate. In addition, the contractors professional liability insurance must include a waiver

of the insurer's rights of subrogation in favor of MassDOT with MassDOT specifically listed in the schedule of the endorsement providing such waiver. To the extent reasonably available in the insurance market, MassDOT shall be listed on the policy as an "indemnified party" (but not as an "insured") having direct rights to asserting a claim for indemnification.

(H) Pollution Liability. The Concessionaire must maintain pollution legal liability insurance covering claims for clean-up (including transportation and non-owned disposal site coverage), personal injury and property damage with a per claim and per location aggregate claim amount of Five Million Dollars ($5,000,0000). This requirement is to be maintained throughout the Lease Term including for all redevelopment and construction activities. This policy must specifically include MassDOT as a scheduled additional insured with such additional insured coverage applying to MassDOT on a primary and noncontributory basis. In addition, the pollution liability insurance must include a waiver of the insurer's rights of subrogation in favor of MassDOT with MassDOT specifically listed in the schedule of the endorsement providing such waiver.

(I) Cyber and Privacy & Security Liability. The Concessionaire must maintain limits of Five Million ($5,000,000) per claim and Five Million ($5,000,000) in the aggregate. Policy must specifically include (1) computer or network systems attacks, (2) denial or loss of service, (3) introduction, implantation or spread of malicious software code, (4) unauthorized access, use of computer systems, wrongful disclosure, collection, cyber extortion, interference by foreign states/governments, (5) privacy liability, and (6) data breach response coverage equaling at least 50% of liability limit. This policy must specifically include MassDOT as an additional insured with MassDOT specifically listed in the schedule of the endorsement providing such waiver. This insurance must include a waiver of the insurer's rights of subrogation in favor of MassDOT with MassDOT specifically listed in the schedule of the endorsement providing such waiver.

(J) Crime / Employee Dishonesty. The Concessionaire must maintain limits of Three Million ($3,000,000) per claim and Three Million ($3,000,000) in the aggregate. Coverage must also include a grant for third-party coverage. The policy must be endorsed to name MassDOT as a Loss Payee.

(K) Employment Practices Liability. The Concessionaire must maintain limits of Three Million ($3,000,000) per claim and Three Million ($3,000,000) in the aggregate. Coverage must also include a grant for third-party coverage.

(L) General Requirements applicable to all policies. All insurance should be provided by carriers with a minimum Best Rating of A VIII. All insurance policies shall be endorsed to provide that each insurer shall directly provide MassDOT with thirty (30) days written notice prior to nonrenewal, material change in coverage or cancellation. Relying on wording in a certificate of insurance is not sufficient. Certified copies of all Required Insurance shall be provided to MassDOT promptly upon MassDOT's written request, except that certified copies of all CGL, excess/umbrella, builder's risk, pollution liability, and contractors professional liability insurance policies applicable to any Construction Work shall be provided by Concessionaire to MassDOT thirty (30) days before

the commencement of any Construction Work. Prior to the Commencement Date, the Concessionaire shall provide a certificate of insurance evidencing required coverages for review and approval by MassDOT. No Required Insurance policies shall contain (1) any terrorism exclusions, or (2) any crossclaim or cross-liability exclusions barring coverage for any claims asserted by MassDOT against any insured under the applicable policy.

Except as to limits of liability, Concessionaire shall require in written agreements with all Project Contractors that all insurance as is required of Concessionaire in this Section 16.1 shall also be required of all Project Contractors and Subcontractors to cover their ongoing and completed operations including without limitation the requirements pertaining to MassDOT's additional insured coverage for ongoing and completed operations. As to limits of liability, the Concessionaire is solely responsible for ensuring in written agreements that all Project Contractors and all Subcontractors maintain sufficient and appropriate limits with respect to the scope of their contract services and the risks reasonably determined to be customary in their field of work.

Concessionaire shall not be relieved of any liability or obligations assumed under this Lease by reason of its failure to obtain or maintain, or to require that Project Contractors or Subcontractors obtain or maintain, the insurance required in this Section 16.1.

Concessionaire shall be financially responsible for any losses/damages which exceed limits required within this agreement for Project Contractors and Subcontractors.

MassDOT may require additional coverages or higher limits as deemed appropriate in MassDOT's reasonable discretion. Concessionaire shall include as additional insureds under any applicable policy those additional persons or entities reasonably designated in writing by MassDOT during the Term of this Lease. MassDOT shall not be responsible for paying any deductibles or self-insured retentions under any of the Required Insurance.

SECTION 16.2 CASUALTY.

(A) Repair of Property. Without limiting any other requirement herein, the Concessionaire shall promptly restore to its original condition any Service Plaza or portion thereof damaged or destroyed in connection with fire or any other casualty, except as otherwise expressly agreed by MassDOT. The Concessionaire's restoration obligation shall not be limited or affected by the availability or sufficiency of insurance proceeds.

(B) Lease Not Affected. The partial destruction or damage or complete destruction of any Service Plaza by fire or other casualty will not permit either Party to terminate this Lease or entitle the Concessionaire to demand any increase in any amounts payable to the Concessionaire under this Lease.

SECTION 16.3 Application Of Insurance Proceeds. All insurance proceeds received for physical property damage to a Service Plaza under any policies of Required Insurance, 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 Service Plazas in respect of which such proceeds were received. In any case where

a Lender or Collateral Agent is named as an additional loss payee on any insurance policy, the Lender or Collateral Agent's interest in any proceeds from the policy shall be subject to MassDOT's interest and the terms of this Lease, which shall include the right of MassDOT to require that all insurance proceeds in excess of $250,000 be paid to a depository pending distribution for application in accordance with this Lease.

SECTION 16.4 UNINSURABLE RISKS.

(A) Notice. If a risk usually covered by any policy of Required Insurance becomes or is likely to become an Uninsurable Risk, then the Concessionaire shall notify MassDOT promptly and in any event within the earlier of (i) ten (10) Business Days following the Concessionaire becoming aware that the risk has or is likely to become an Uninsurable Risk; or (ii) before the expiration or cancellation of any existing insurance in respect of that risk, where such prior notice has been provided to the insured (in each case irrespective of the reason for the same). The Concessionaire shall thereafter provide MassDOT with such information as MassDOT reasonably requests regarding the Uninsurable Risk.

(B) Consequences of Uninsurable Risk. If both Parties agree, or it is determined pursuant to the Dispute Resolution Procedures, that a risk is an Uninsurable Risk, then:

(1) MassDOT and the Concessionaire shall consider in good faith alternative insurance packages and programs that provide such comparable coverage as is possible under then-existing insurance market conditions and other means by which the risk should be managed;

(2) The Concessionaire shall be relieved of its obligation hereunder to insure the Uninsurable Risk under the relevant policy of Required Insurance for so long as the relevant risk remains an Uninsurable Risk (and for such time as is reasonably required for the Concessionaire to obtain applicable insurance in accordance with Section 16.4(C) or alternative insurance agreed to by the Parties pursuant to Section 16.4(B)(1)); and

(3) To the extent a risk event or casualty with respect to an Uninsurable Risk actually occurs (excluding any event due to Concessionaire Fault) and results in a loss, at the Concessionaire's option:

(a) Such risk event or casualty shall, subject to Article 17 (Supervening Events), be a Force Majeure event; provided, however, that the existence of an Uninsurable Risk in and of itself without the occurrence of such a risk event shall not constitute Force Majeure hereunder; or

(b) Provided that the Concessionaire has carried all Required Insurance (subject to Section 16.4(B)(2) and Section 16.5(B)(1)), to the extent the amount of insurance proceeds received by the Concessionaire is insufficient to reconstruct the affected facilities in accordance with this Lease or to such other condition as approved in writing by MassDOT in its discretion, then the Concessionaire will immediately propose a written plan with respect to:

(i) Reasonable modifications to the affected facilities that would allow such facilities to be rebuilt, solely with the insurance proceeds made available for such purpose (including by making use of reasonable value engineering or other design approaches to reduce applicable rebuilding costs); and

(ii) Any modifications to the requirements of this Lease (including the Plaza Operations and Maintenance Plan) that may be necessary or appropriate in light of the modifications to the affected facilities.

Such proposal shall be deemed an Concessionaire Change Request subject to MassDOT approval pursuant to Section 12.4 (Concessionaire Changes).

(C) Obligations in Respect of Uninsurable Risks. For so long as any risk remains an Uninsurable Risk, the Concessionaire shall approach the insurance markets monthly, or less frequently subject to MassDOT's reasonable consent, to ascertain whether such risk remains an Uninsurable Risk. Promptly upon the Concessionaire becoming aware that the risk is no longer an Uninsurable Risk, the Concessionaire shall obtain and maintain, or cause to be obtained and maintained, the relevant insurance required to be maintained for such risk pursuant to this Lease, and upon such insurance becoming effective, the provisions of Section 16.4(B) shall no longer apply in respect of the Uninsurable Risk.

SECTION 16.5 UNAVAILABLE INSURANCE CONDITIONS.

(A) Notice. If any Insurance Condition that would otherwise be included in a policy of Required Insurance becomes, or is likely to become, an Unavailable Insurance Condition, then:

(1) The Concessionaire shall notify MassDOT promptly, and in any event within ten (10) Business Days, after becoming aware of the existence of the Unavailable Insurance Condition or the likelihood of an Insurance Condition becoming an Unavailable Insurance Condition;

(2) The Concessionaire shall thereafter provide MassDOT with such information as MassDOT may reasonably request regarding the Unavailable Insurance Condition; and

(3) The Parties shall meet promptly following notice from the Concessionaire to discuss the possible Unavailable Insurance Condition and measures to address the circumstance.

(B) Consequences of Unavailable Insurance Condition. If both Parties agree, or it is determined pursuant to the Dispute Resolution Procedures, that an Insurance Condition has become an Unavailable Insurance Condition, then:

(1) The Concessionaire shall be relieved of its obligation hereunder to include the relevant Insurance Condition in the relevant policy of Required Insurance for so long as the relevant Insurance Condition remains an Unavailable Insurance Condition (and for such time as is reasonably required for the Concessionaire to obtain applicable insurance in accordance with Section 16.5(C)); and

(2) Provided that the Concessionaire has carried all Required Insurance (subject to Section 16.4(B)(2) and Section 16.5(B)(1)), to the extent (x) an event actually occurs with respect to an Unavailable Insurance Condition (excluding any event due to Concessionaire Fault), which event requires reconstruction of the affected facilities and (y) the amount of insurance proceeds received by the Concessionaire due to such event with respect to the Unavailable Insurance Condition is insufficient to reconstruct the affected facilities in accordance with this Lease or to such other condition as approved in writing by MassDOT in its discretion, then the Concessionaire will immediately promptly propose a written plan with respect to:

(a) Reasonable modifications to the affected facilities that would allow such facilities to be rebuilt, solely with the insurance proceeds made available for such purpose (including by making use of reasonable value engineering or other design approaches to reduce applicable rebuilding costs); and

(b) Any modifications to the requirements of this Lease (including the approved Service Plaza-specific Plaza Operations and Maintenance Plan or other MassDOT approval) that may be necessary or appropriate in light of the modifications to the affected facilities.

Such proposal shall be deemed a Concessionaire Change Request subject to MassDOT approval pursuant to Section 12.4 (Concessionaire Changes).

(C) Obligations in Respect of Unavailable Insurance Conditions. For so long as any Insurance Condition remains an Unavailable Insurance Condition, the Concessionaire shall approach the insurance markets monthly, or less frequently subject to MassDOT's reasonable consent, to ascertain whether such Insurance Condition remains an Unavailable Insurance Condition. Promptly upon the Concessionaire becoming aware that the Insurance Condition is no longer an Unavailable Insurance Condition, the Concessionaire shall obtain and maintain, or cause to be obtained and maintained, the relevant insurance containing such previously Unavailable Insurance Condition, and upon such insurance becoming effective, the provisions of Section 16.5(B) shall no longer apply in respect of the Insurance Condition.

(D) Alternative Terms and Conditions. Notwithstanding Section 16.5(B), if both Parties agree, or it is determined pursuant to the Dispute Resolution Procedures, that an alternative to or replacement of any Unavailable Insurance Condition is available to the Concessionaire in the worldwide insurance and reinsurance market with reputable insurers of good standing which, if included in the relevant insurance policy, would fully or partially address the Concessionaire's inability to fully comply with its obligations in respect of the subject Insurance Condition, at a cost which contractors in North America with fixed price contracts are (at such time) generally prepared to pay, the Concessionaire shall obtain and maintain, or cause to be obtained and maintained, insurance including such alternative or replacement term or condition.

SECTION 16.6 NOTICE AND PROSECUTION OF INSURANCE CLAIMS.

(A) Reporting and Processing Claims. Where MassDOT is an "insured", "loss payee", "indemnified party" or has any other status where the applicable policy or applicable law states that it may assert claim for defense or indemnity under the policy directly to the insurer, MassDOT shall have the right, but not the obligation, to report directly to the insurers and process MassDOT's claims against applicable policies of Required Insurance. Unless otherwise directed by MassDOT in writing with respect to MassDOT's insurance claims, the Concessionaire shall:

(1) Be responsible for reporting and processing all potential claims by MassDOT or the Concessionaire against the Required Insurance;

(2) Timely report to the insurers under each applicable policy of Required Insurance in strict compliance with any policy notice or reporting conditions and all matters which may give rise to an insurance claim by the Concessionaire and, to the extent the Concessionaire has knowledge of or has been provided notice of the same, MassDOT or another Collective Indemnitee;

(3) Promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies of Required Insurance; and

(4) Enforce all legal rights against the insurer under the applicable policies of Required Insurance and Applicable Law in order to collect thereon, including pursuing necessary litigation and enforcement of judgments; provided that the Concessionaire shall be deemed to have satisfied its obligation under this Section 16.6(A)(4) if a judgment is not collectible through the exercise of lawful and diligent means.

(B) Concessionaire Notice and Consultation. The Concessionaire shall:

(1) Promptly notify MassDOT, and thereafter keep MassDOT fully informed, of any incident, potential claim, claim or other matter of which the Concessionaire becomes aware that involves or could conceivably involve a Collective Indemnitee as a defendant;

(2) Provide MassDOT with all communications from an insurer that is denying or limiting coverage for a claim or that has reserved its rights to contest coverage for any claims; and

(3) Regularly consult with MassDOT and provide any additional information reasonably requested by MassDOT concerning any of the foregoing.

(C) MassDOT Notice. MassDOT agrees to promptly notify the Concessionaire of potential claims against MassDOT and matters which are reasonably expected to give rise to an insurance claim (to the extent MassDOT is aware of such potential claims and matters), and to tender to the insurer MassDOT's defense of the claim under such applicable policies of Required Insurance. MassDOT shall cooperate with the Concessionaire as reasonably necessary for the Concessionaire to fulfill its duties hereunder, including by providing the Concessionaire a copy of all written materials MassDOT receives from third parties asserting a claim against MassDOT that is subject to defense by an insurer under a policy of Required Insurance.

(D) Failure of Performance; Inability to Collect. If in any instance the Concessionaire has not performed its obligations respecting insurance coverage set forth in this Lease or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the policies of Required Insurance, to comply with any policy warranties or conditions (including without limitation notice conditions) or to prosecute claims diligently, then, for purposes of determining the Concessionaire's liability and the limits thereon or determining reductions in compensation due from MassDOT to the Concessionaire on account of Required Insurance, the Concessionaire shall be treated as if it has elected to self-insure up to the full amount of insurance coverage which would have been available had the Concessionaire performed such obligations and not committed such failure. Nothing in this Section 16.6 shall be construed to limit, modify or satisfy the Concessionaire's indemnity obligations to MassDOT hereunder.

ARTICLE 17
SUPERVENING EVENTS

SECTION 17.1 SUPERVENING EVENTS GENERALLY.

(A) Extent of Relief Available to Concessionaire. Subject to Section 17.1(E), if a Supervening Event occurs, the Concessionaire may seek relief from its obligations, may seek extensions of time, and may claim compensation, as and to the extent provided in this Article 17 (Supervening Events). The Concessionaire shall not be entitled to compensation relief pursuant to this Article 17 (Supervening Events) in the event of the occurrence of Force Majeure and shall only be entitled to the specific compensation relief set forth in Section 17.3(D) with respect to the occurrence of an Environmental Relief Condition. The Concessionaire shall not be entitled to any Change in Costs, compensation, time extension or other relief in respect of Supervening Events unless it complies with this Article 17 (Supervening Events) and all other applicable Contract Standards.

(B) Effect of Force Majeure on Obligations. Neither Party shall be entitled to bring a claim for a breach of obligations under this Lease by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that Force Majeure occurs and the affected Party is prevented from carrying out obligations by that Force Majeure. During the continuance of any Force Majeure, the affected Party shall be excused from performing only those of its obligations directly affected by such Force Majeure. If the Concessionaire is the affected Party, the Concessionaire's rights and obligations in respect of the relevant Force Majeure shall be as set forth in this Article 17 (Supervening Events). If MassDOT is the affected Party, MassDOT shall promptly notify the Concessionaire of the occurrence of such Force Majeure, which notice shall include:

(1) The date of its commencement;

(2) Its effect on the obligations of MassDOT hereunder; and

(3) Any action proposed by MassDOT to mitigate its effect.

Without limiting any obligation under this Article 17 (Supervening Events), as soon as practicable following notification of any Force Majeure, the Parties shall consult with each other in good faith and use all reasonable efforts to agree on appropriate terms to mitigate the effects of the Force Majeure and facilitate the continued performance of this Lease. The affected Party shall notify the other Party as soon as practicable after the Force Majeure ceases or no longer causes the affected Party to be unable to comply with its obligations under this Lease.

(C) Mitigation Given Effect. Any relief to which a Party is entitled under this Article 17 (Supervening Events) on account of a Supervening Event shall be adjusted to account for the effect of the mitigation measures which were or should have been taken by the Party in compliance with its duty to mitigate under Section 22.9.

(D) Applicable Law Compliance. Nothing in this Article 17 (Supervening Events) shall be interpreted as relieving the Concessionaire of its obligation to comply with Applicable Law in the performance of the Contract Services.

(E) Limitations on Concessionaire Relief. The Concessionaire shall not be entitled to Supervening Event relief hereunder, and a Supervening Event shall not be deemed to have occurred, to the extent the occurrence or effect of any event or circumstance, including any event or circumstance identified in the definitions of Relief Event, Environmental Relief Condition and/or Force Majeure, results from the willful or negligent act, error or omission, failure to adhere to any Contract Standard, or breach of this Lease on the part of any Concessionaire Person, including any Concessionaire Fault. Supervening Event relief hereunder shall be limited to that relief which properly reflects the interference with performance, the time lost, or the amount of the increased cost (as applicable), in each case, as a direct result of the occurrence of the Supervening Event and only to the minimum extent reasonably arising as a result of the Supervening Event. Statements in the Appendices and other portions of this Lease to the effect that the Concessionaire is not entitled to compensation or a time extension in any particular circumstance shall not be construed to suggest the Concessionaire is or may be entitled to compensation or a time extension in any other circumstance.

(F) No Relief from Payment Obligations Accrued and Owing. No Supervening Event shall serve to excuse the Concessionaire from performing its obligations to pay monies owing to MassDOT.

(G) Services Not Affected; Resumption of Performance. Without limiting anything set forth in Section 17.3, the Concessionaire shall perform all Contract Services not affected by the Supervening Event. Promptly following the occurrence of a Supervening Event, the Concessionaire shall use all reasonable efforts to eliminate the cause and consequences thereof and resume performance of the Contract Services affected by the Supervening Event.

(H) Certain Adjustments in the Scheduled Substantial Completion Dates. The terms and conditions set forth in Section 17.2 and Section 17.4 shall govern in the event the Concessionaire seeks relief based on the occurrence of the circumstances described in Section 5.5(B)(3). In each such circumstance, the Concessionaire shall only be entitled to an adjustment in the applicable Scheduled Substantial Completion Date (subject to compliance with the Concessionaire's duty to mitigate under Section 22.9) and the Concessionaire shall not be entitled to any other relief hereunder.

SECTION 17.2 PROCEDURES RELATING TO SUPERVENING EVENTS.

(A) Notice and Written Report. In order to be eligible for any entitlement based on the occurrence of a Supervening Event or any entitlement under Section 5.5(B), the Concessionaire shall give written notice of the occurrence to the MassDOT Contract Representative as soon as practicable, and in any event within fifteen (15) days after the date the Concessionaire has knowledge that a Supervening Event due to a Relief Event has occurred under this Lease, and in any event within five (5) days after the date the Concessionaire has knowledge that a Supervening Event due to Force Majeure has occurred under this Lease, and within five (5) days after the Concessionaire has knowledge that a Supervening Event due to an Environmental Relief Condition is expected to occur

under the Lease. The Concessionaire's notice shall be labelled as a "Notice of Supervening Event" and shall include a written report:

(1) Describing the Supervening Event and the cause thereof, to the extent known;

(2) Stating the date on which the Supervening Event began and its estimated duration, to the extent known;

(3) Summarizing the consequences of the Supervening Event and the expected impact on the performance of the Concessionaire's obligations under this Lease; and

(4) Indicating the nature and scope of the Concessionaire's potential entitlement to relief.

(B) Updates. The Concessionaire shall provide the MassDOT Contract Representative with periodic updates, together with further details and supporting documentation, as it receives or develops additional information pertaining to the Supervening Event and the matters described in Section 17.2(A). In particular, the Concessionaire shall notify the MassDOT Contract Representative as soon as the Supervening Event has ceased and of the time when performance of its affected obligations can be resumed.

(C) Submittal of Relief Request. The Concessionaire shall submit to the MassDOT Contract Representative a further notice making its request for specific relief, the basis therefor and the event giving rise to the requested relief (the "**Relief Request**") within thirty (30) days after the notice referred to in Section 17.2(A). If the specific relief cannot reasonably be ascertained within such thirty (30)-day period, the Concessionaire shall furnish the Relief Request within such longer period as is reasonably necessary (in any event not more than ninety (90) days after the notice referred to in Section 17.2(A)) to detail the event and ascertain such relief.

(D) Delay in Notification. If any notice or any required information is not submitted by the Concessionaire to the MassDOT Contract Representative by the dates required under Section 17.2(A) and Section 17.2(C), then the Concessionaire's entitlement to relief hereunder due to the occurrence of the Supervening Event shall be deemed to have been waived and the Concessionaire shall have no rights to any further relief hereunder based upon the occurrence of such Supervening Event notwithstanding:

(1) Any contrary provision of this Lease;

(2) Actual notice or knowledge on the part of MassDOT or any MassDOT Person; or

(3) Any alleged lack of prejudice to MassDOT from the late notice.

(E) Multiple and Overlapping Claims. The Concessionaire may make multiple but not duplicative claims with respect to a Supervening Event.

(F) Burden of Proof and Mitigation. The Concessionaire shall bear the burden of proof in establishing the occurrence of a Supervening Event and the entitlement to relief based thereon, and shall demonstrate that the Concessionaire complied with its mitigation obligations under Section 22.9.

(G) MassDOT Response. Within thirty (30) days after receipt of a Relief Request by the Concessionaire pursuant to Section 17.2(C), MassDOT shall issue a written determination as to the extent, if any, to which it concurs with the Concessionaire's request, and the reasons therefor.

(H) Agreement or Dispute. The agreement of the Parties as to the specific relief to be given the Concessionaire on account of a Supervening Event shall be evidenced by a Change Order, an Amendment or other written agreement of the Parties, as applicable. Either Party may refer any dispute for resolution pursuant to Article 19 (Dispute Resolution Procedures).

(I) Certifications. Each submittal made under this Section 17.2 by the Concessionaire shall be accompanied by a certification of the Concessionaire Contract Representative that the submittal is made in good faith; that the supporting data are complete and accurate at the time of the submittal to the actual knowledge of the Concessionaire, after due inquiry; and that the requested relief accurately reflects the relief to which the Concessionaire reasonably believes it is entitled. The Concessionaire shall have no entitlement to relief for uncertified claims.

SECTION 17.3 ALLOWABLE RELIEF FOR SUPERVENING EVENTS.

(A) Entitlement to Relief. If the Concessionaire has complied with its obligations under this Article 17 (Supervening Events) and demonstrated that a Relief Event, Force Majeure event or Environmental Relief Condition has occurred (regardless of whether such event has concluded or is continuing), then, in the case of a Relief Event, the Concessionaire shall be entitled to the relief specified in Section 17.3(B), in the case of a Force Majeure event, the Concessionaire shall be entitled to the relief specified in Section 17.3(C), and in the case of an Environmental Relief Condition, the Concessionaire shall be entitled to the relief specified in Section 17.3(D).

(B) Relief Events. Subject to Section 17.3(A), if and to the extent that a Relief Event materially expands the scope or materially interferes with, delays, or increases the cost of performing the Contract Services in accordance herewith, the Concessionaire may be entitled to the following, as applicable and subject, in each case, to Section 17.1(E):

(1) Relief from its performance obligations;

(2) Subject to Section 17.4, an adjustment to the schedule for the Redevelopment Work as set forth in the Initial Plaza Redevelopment Plan, including adjustment to the Scheduled Substantial Completion Date for a Service Plaza; and

(3) Subject to Section 17.5, compensation relief.

(C) Force Majeure. Subject to Section 17.3(A), if and to the extent that a Force Majeure event materially expands the scope or materially interferes with, delays, or increases the cost of performing the Contract Services in accordance herewith, the Concessionaire may be entitled to the following, as applicable and subject, in each case, to Section 17.1(E):

(1) Relief from its performance obligations; and

(2) Subject to Section 17.4, an adjustment to the schedule for the Redevelopment Work as set forth in the Initial Plaza Redevelopment Plan, including adjustment to the Scheduled Substantial Completion Date for a Service Plaza.

In no event shall the Concessionaire be entitled to relief for any Change in Costs or any other compensation relief hereunder based on the occurrence of a Force Majeure event.

(D) Environmental Relief Condition. Subject to Section 17.3(A), if and to the extent that an Environmental Relief Condition materially expands the scope or materially interferes with performance of the Contract Services in accordance herewith, the Concessionaire may, subject to Section 17.1(E)(1) and Section 17.4, be entitled to an adjustment to the schedule for the Redevelopment Work as set forth in the Initial Plaza Redevelopment Plan, including adjustment to the Substantial Completion date for a Service Plaza as set forth in the Baseline Schedule.

Except as expressly detailed in a MassDOT Environmental Condition Funding Order approved by MassDOT, in no event shall the Concessionaire be entitled to relief for any Change in Costs or any other compensation relief based on the occurrence of an Environmental Relief Condition.

SECTION 17.4 SCHEDULE RELIEF.

(A) Schedule Relief Deductible. The Concessionaire's potential entitlement to schedule relief shall be analyzed and established based on individual Service Plazas and the discrete critical path that applies to the Scheduled Substantial Completion Date for the relevant Service Plaza. The Concessionaire shall not be entitled to any time extension attributable to the first 180 days of critical path delay to the Scheduled Substantial Completion Date for a Service Plaza due to Supervening Events.

(B) Conditions to Schedule Relief. The Concessionaire shall not be entitled to any adjustment to the schedule for the Redevelopment Work in the Initial Plaza

Redevelopment Plan, including adjustment to the Scheduled Substantial Completion Date for a Service Plaza, unless the Concessionaire is delayed by greater than 180 days due to Supervening Events and the Concessionaire demonstrates:

(1) That a Supervening Event has occurred and the impact of the Supervening Event to the applicable Progress Schedule of Record as updated, maintained and revised by the Concessionaire, is in accordance with the Contract Standards;

(2) The impact of the Supervening Event on the Concessionaire's performance and the applicable Progress Schedule of Record based on a Time Entitlement Analyses that complies with the Contract Standards, including the applicable provisions of **Appendix E** (Design and Construction Requirements);

(3) The Concessionaire, in view of all circumstances, exercised reasonable efforts to avoid the delay;

(4) The delay was not caused by the Concessionaire or any other Concessionaire Person; and

(5) The extent to which the cumulative critical path delay to the Scheduled Substantial Completion Date for the Service Plaza caused by Supervening Events exceeds 180 days, demonstrated in accordance with the Contract Standards, including this Section 17.4 and the requirements of Section 7 of **Appendix E** (Design and Construction Requirements).

(C) Concurrent Delay. The Concessionaire shall not be entitled to any schedule relief hereunder to the extent of any concurrent delay that is not due to a Supervening Event, including to the extent performance was, or would have been, suspended, delayed, or interrupted by another cause for which the Concessionaire is responsible.

SECTION 17.5 COMPENSATION RELIEF.

(A) Extent of Compensation Relief. Subject to all terms and conditions of this Article 17 (Supervening Events), MassDOT shall compensate the Concessionaire for the following:

(1) The Change in Costs reasonably and actually incurred by the Concessionaire to the extent directly resulting from the occurrence of a Relief Event, less any amount recovered pursuant to the insurance required to be maintained under this Lease or which the Concessionaire is deemed to have recovered pursuant to Section 16.6(D) and less any amount recovered from any third-party in respect of the Relief Event; and

(2) After accounting for any Change in Costs pursuant to item (1) of this Section 17.5(A), and only to the extent directly resulting from the Relief Event, such additional amount, if any, as may be necessary to leave the Concessionaire in a No Better and No Worse position.

(B) Method of Compensation. Any compensation relief provided by MassDOT hereunder shall be through one, or any combination, of the following methods, as determined in the discretion of MassDOT, which shall leave the Concessionaire in a No Better and No Worse position:

(1) Through a reduction to the Minimum Annual Guaranteed Rent;

(2) Through an extension of the Term; provided, however, that MassDOT may not extend the Term pursuant to this Section 17.5(B)(2) by more than one year following the Expiration Date; or

(3) Through a Change Order providing for a change in the scope of the Contract Services; or

(4) As a direct payment to the Concessionaire.

(C) Avoided Cost. If any Relief Event directly results in the Concessionaire not being required to perform Contract Services, any compensation relief shall be reasonably and equitably adjusted to account for the Concessionaire's avoided cost of Contract Services not being performed as a direct result of the occurrence of such Relief Event.

(D) Offset for Available Insurance. Any compensation relief provided by MassDOT to the Concessionaire in respect of any Relief Event or Environmental Relief Condition shall be offset by the amount the Concessionaire is (or, pursuant to Article 16, should be) entitled to recover under any applicable coverage under the Required Insurance as a direct result of the occurrence of such Relief Event.

(E) Information Required for Compensation Relief. Without limiting any other requirement under this Article 17 (Supervening Events), in order to be entitled to compensation relief from MassDOT in respect of a Relief Event or an Environmental Relief Condition, the Concessionaire shall provide evidence to MassDOT demonstrating:

(1) That the Relief Event or Environmental Relief Condition, as applicable, was the direct cause or is reasonably likely to be the direct cause of any claimed compensation;

(2) The claimed Change in Cost actually incurred and a detailed description of any Change in Cost likely to be incurred; and

(3) That such compensation will leave the Concessionaire in a No Better and No Worse position.

SECTION 17.6 RELEASE. The Concessionaire's acceptance of any performance, schedule or compensation adjustment under this Article 17 (Supervening Events) shall constitute a release of MassDOT by the Concessionaire (and all persons claiming by, through or under the Concessionaire) from any and all damages, losses or expenses resulting from, or otherwise attributable to, the Supervening Event giving rise to the adjustment claimed.

ARTICLE 18
INDEMNIFICATION

SECTION 18.1 CONCESSIONAIRE INDEMNIFICATION OBLIGATIONS. To the fullest extent permitted by law, the Concessionaire shall indemnify, defend (if so elected by the applicable Collective Indemnitee) and hold harmless the Collective Indemnitees, from and against (and pay the full amount of) any and all Loss-and-Expense that any Collective Indemnitee may sustain in connection with (i) any claim made by one or more third parties, (ii) the death, personal injury, disease or illness of any person, including any Collective Indemnitee, or (iii) any loss incurred by any Collective Indemnitee, including any loss of, or of or physical damage to, property or assets, in each case arising by reason of (or alleged to result from or in connection with) any:

(A) Concessionaire Fault;

(B) Act or omission of the Concessionaire or any Concessionaire Person, whether or not any such act or omission constitutes negligence, willful misconduct or any other type of tortious conduct;

(C) Act or omission of any other person on or about the Service Plazas, including members of the public, truckers or any other persons, whether or not such act or omission constitutes negligence, willful misconduct or any other type of tortious conduct;

(D) Non-compliance by the Concessionaire or any Concessionaire Person with any Governmental Approval or other Applicable Law (including any environmental approvals or regulatory requirements);

(E) Labor disputes among employees of the Concessionaire or any Concessionaire Person;

(F) Project Contractor and Subcontractor claims;

(G) Without limiting any Intellectual Property claims provided under Section 7.8(F), any third-party claims, suits, or proceedings arising out of, related to, or alleging infringement or unauthorized use of any patent, copyright, trademark, trade secret, or other Intellectual Property right by any act or omission of the Concessionaire or of any Concessionaire Person, or any Affiliate thereof, performing Contract Services in connection with this Lease;

(H) Claims of harassment or discrimination arising from the conduct of the Concessionaire or any Concessionaire Person;

(I) Except as set forth in Section 11.1(B), the presence on, under or about the Service Plazas, and migration to or from the Service Plazas of any Hazardous Substance, whether it occurred prior to or after the Commencement Date; provided, however that such indemnity shall not apply to any claim brought by a third-party for bodily injury or property damage wholly as a result of a Pre-Existing Hazardous Substances Condition on, at, under or migrating from a Service Plaza that is not otherwise subject to Concessionaire's responsibility pursuant to Section 11.1(A);

(J) Other act, event, condition or circumstance existing or occurring on or about the Service Plazas or relating to this Lease, the Service Plazas, their condition or operation or the Concessionaire or its Affiliates; or

(K) Disclosure or exposure of personally identifiable information or other private information caused by the act or omission of the Concessionaire or any Concessionaire Person.

The Concessionaire's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any policy of Required Insurance or other insurance maintained by the Concessionaire which is intended to respond to such events. Notwithstanding the foregoing, except with respect to the Environmental Insurance Policy, the Collective Indemnitees' right to indemnification pursuant to this Section 18.1 shall be reduced by all insurance, settlement proceeds or third-party indemnification proceeds actually received by the Collective Indemnitees, so as to avoid the Collective Indemnitees receiving a double recovery.

SECTION 18.2 NOTICE OF CLAIMS. If any Collective Indemnitee receives notice of a claim or otherwise has actual knowledge of a claim that it believes is within the scope of the Concessionaire's indemnification obligations hereunder, MassDOT will promptly provide the Concessionaire with notice of any such claim of which it is aware (together with a copy of all written materials that the Collective Indemnitee receives asserting such claim); provided that, except as may be provided under Applicable Law, no failure in providing such notice shall serve to waive any right to indemnification. The Concessionaire shall provide MassDOT with notice of all claims in which any Collective Indemnitee is a named party or otherwise results from the alleged actions or inactions of any Collective Indemnitee.

ARTICLE 19
DISPUTE RESOLUTION PROCEDURES

SECTION 19.1 PROCESS AND REQUIREMENTS.

(A) Generally. Each Party shall follow the Dispute Resolution Procedures set forth in this Section 19.1 to attempt to resolve and settle disputes between themselves concerning the rights, obligations and liabilities of the Parties. The Dispute Resolution Procedures set forth in this Article 19 (Dispute Resolution Procedures) are

intended to encourage a negotiated resolution of disputes in a prompt and efficient manner without resort to litigation.

(B) Informal Negotiations. The Operations and Maintenance Manager and representatives of MassDOT shall initially and promptly enter into negotiations to attempt to address and resolve any disputes that may arise concerning this Lease and to the extent such dispute involves a Project Contractor, such Project Contractor may participate in such negotiations with the consent of MassDOT, acting reasonably. In connection with such negotiations, the Party asserting the dispute shall provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation pertaining to the dispute and the Party's position. The Parties shall consider involving senior representatives and other upper management personnel of each Party in the informal negotiation process, as well as other representatives of the Parties not actively involved in the day-to-day activities associated with the dispute who might be able to take a broader look at the dispute in the context of the overall objectives of this Lease. At MassDOT's request, the Concessionaire shall involve senior representatives of any of the Project Contractors and its Subcontractors in such negotiations. Upon the expenditure of reasonable efforts towards resolution of a dispute through such informal negotiations without reaching agreement, a Party may declare that the informal negotiations have been exhausted and such Party may request Non-Binding Mediation. In addition, the Concessionaire then may request a MassDOT Contract Representative's Final Decision in accordance with this Section 19.1.

(C) MassDOT Contract Representative's Final Decision. If a dispute has not been resolved through direct, informal negotiations or voluntary Non-Binding Mediation as provided in Section 19.1(B), then, upon the written request of the Concessionaire or MassDOT's election in its discretion, the MassDOT Contract Representative or his or her designee (other than any personnel assigned to the administration of this Lease) shall review the dispute and issue his or her determination of the dispute (the "**MassDOT Contract Representative's Final Decision**"). The MassDOT Contract Representative's Final Decision shall be issued in writing within forty-five (45) days following the date of the Concessionaire's request for review. If the Concessionaire disagrees with the MassDOT Contract Representative's Final Decision, or if the MassDOT Contract Representative fails to issue a MassDOT Contract Representative's Final Decision within such forty-five (45) -day period, then the Concessionaire shall have the right to initiate Legal Proceedings concerning the dispute. If the Concessionaire fails to initiate Legal Proceedings concerning the dispute within sixty (60) days following the earlier to occur of the issuance of the MassDOT Contract Representative's Final Decision or the expiration of the 45-day period specified above in this Section 19.1(C), then the Concessionaire shall:

(1) Be deemed to have accepted the MassDOT Contract Representative's Final Decision;

(2) Have waived its rights to any further relief for the matters covered by such MassDOT Contract Representative's Final Decision; and

(3) Have waived its rights to initiate Legal Proceedings in accordance with Section 19.2 and this Lease for the matters in dispute between the Parties.

(D) Rights to Request and Decline Non-Binding Mediation. Subject to the requirements of Section 19.1(B), either Party may request Non-Binding Mediation of any dispute arising under this Lease, whether technical in nature or otherwise, and to the extent such dispute involves a Project Contractor, such Project Contractor may participate in such Non-Binding Mediation with the consent of MassDOT, acting reasonably. Non-Binding Mediation is voluntary and will not be a condition precedent to initiating the institution of Legal Proceedings by either Party. The non-requesting Party may decline the request in its discretion. If there is concurrence that any particular matter shall be mediated, the following provisions of this Section 19.1 shall apply:

(1) The Mediator shall be a professional mutually acceptable to the Parties who has subject matter expertise with respect to the issues being mediated and who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its discretion that its interests are not being served by the mediation.

(2) Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Lease. No Mediator shall be empowered to render a binding decision.

(3) The costs of such Non-Binding Mediation shall be divided equally between the Parties.

(E) Relation to Judicial Legal Proceedings. Except as provided in Section 19.1(C) with respect to the MassDOT Contract Representative's Final Decision, nothing in this Section 19.1 shall operate to limit, interfere with or delay the right of either Party under this Section 19.1 to commence Legal Proceedings upon a breach of this Lease by the other Party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

SECTION 19.2 Forum For Legal Proceedings. It is the express intention of the Parties that all Legal Proceedings related to this Lease or to the Project or to any rights or any relationship between the Parties arising therefrom shall be solely and exclusively initiated and maintained in state courts having competent jurisdiction located in the City of Boston, Commonwealth of Massachusetts. The Concessionaire and MassDOT each irrevocably consents to the jurisdiction of such courts in any such Legal Proceeding and waives any objection it may have to the laying of the jurisdiction of any such Legal Proceeding. The Parties shall accept service of process at the addresses provided in, or pursuant to, Section 22.14. The Parties agree that the Dispute Resolution Procedures under this Article exclusively govern claims under this Lease.

SECTION 19.3 Continuance Of Performance During Dispute. Unless otherwise directed in writing by MassDOT, at all times during the course of any Dispute Resolution Procedure or Legal Proceeding, the Concessionaire shall continue with the performance of the Contract Services in a diligent manner and in accordance with the applicable provisions of this Lease as interpreted by MassDOT. Each Party shall continue to satisfy any payment obligations to the other Party during the pendency of any such dispute, subject to the terms and conditions of this Lease. Records of the Contract Services performed during such time shall be kept in accordance with the applicable provisions of this Lease.

ARTICLE 20
EVENTS OF DEFAULT AND MASSDOT REMEDIES

SECTION 20.1 REMEDIES UPON BREACH.

(A) Generally. Except as otherwise provided in this Section 20.1 and subject to all other terms and conditions of this Lease, the Parties agree that in the event that either Party breaches this Lease, the other Party may exercise any legal rights it may have under this Lease and under Applicable Law. The Concessionaire shall have no right to terminate this Lease and MassDOT's rights to terminate this Lease shall be as provided in Article 21 (Expiration or Termination).

(B) Remedies Available to the Concessionaire. Without prejudice to any legal right or entitlement of the Concessionaire to specific performance or injunctive relief, the Concessionaire's sole remedy in relation to matters for which an express right or remedy is stated in this Lease shall be that express right or remedy, and the Concessionaire shall have no additional right or remedy arising by common law, in equity, by statute or otherwise. Without limiting the generality of the preceding sentence, the Concessionaire's sole remedy in relation to any occurrence of Supervening Events shall be as stated in Article 17 (Supervening Events).

(C) MassDOT Remedies Cumulative. Except to the extent expressly provided in this Lease, the rights and remedies of MassDOT hereunder are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

(D) MassDOT Liquidated Damage Rights. MassDOT's rights under this Lease include the right (each of the following, a "**Liquidated Damage Right**"):

(1) To impose and collect liquidated damages under the circumstances set forth in Section 8.1 and **Appendix F** (Operations and Maintenance Performance Standards); and

(2) To impose and collect liquidated damages under the circumstances set forth in Section 21.4(B)(5).

The Parties acknowledge and agree that MassDOT's actual damages or losses in each such circumstance are difficult or impossible to ascertain as of the Commencement Date and that the

amounts payable to, or to be retained by, MassDOT through the exercise of any Liquidated Damage Right are a fair and reasonable forecast of MassDOT's damages for the intended circumstance, as applicable, shall constitute liquidated damages in each such circumstance and are not a penalty against the Concessionaire. The Concessionaire is expressly estopped from claiming, and waives any right to claim, that the exercise of any Liquidated Damage Right by MassDOT amounts to a penalty or is not enforceable. The liquidated damages resulting from MassDOT's exercise of a Liquidated Damage Right shall constitute the only damages payable by the Concessionaire to MassDOT to compensate MassDOT for the damages or losses resulting from the specific circumstances contemplated by such Liquidated Damage Right; provided that, such limitation is without prejudice to: (i) any entitlement of MassDOT to specific performance of any obligation of the Concessionaire under this Lease; (ii) any entitlement of MassDOT to injunctive relief; (iii) MassDOT's rights pursuant to Section 20.2(10); and (iv) the Concessionaire's indemnification obligations under Article 18 (Indemnification) in respect of third-party claims; or (v) any other express right of MassDOT pursuant to this Lease.

Any liquidated damages imposed by MassDOT pursuant to this Lease shall constitute Additional Rent and shall be payable on the due date of the next Rent payment in accordance with Section 4.2 following the receipt by the Concessionaire of a notice therefor from MassDOT; except that any liquidated damages imposed under Section 21.4(B)(5) shall be payable in accordance with the provisions of that Section.

SECTION 20.2 EVENT OF DEFAULT.

(A) Event of Default Defined. The occurrence of one or more of the following acts, events or circumstances shall constitute an "**Event of Default**" under this Lease:

(1) A default in the timely payment of Rent and such failure shall continue for ten (10) days after notice to the Concessionaire from MassDOT;

(2) The Concessionaire fails to commence construction of (i) the Redevelopment Work by the applicable Scheduled Construction Commencement Date for any Service Plaza; or (ii) any Permitted Capital Improvement Work authorized by MassDOT by the applicable construction commencement date in the approved Construction Management Plan, in each case unless otherwise excused by MassDOT or due to the occurrence of a Supervening Event pursuant to Article 17 (Supervening Events);

(3) The Concessionaire fails to diligently prosecute any of the Redevelopment Work or any Permitted Capital Improvement Work authorized by MassDOT with sufficient resources (e.g., supervision, workers, equipment and material) to assure the prompt completion of such Redevelopment Work or any Permitted Capital Improvement Work in accordance with this Lease;

(4) The Concessionaire fails to perform any of the Redevelopment Work in material compliance with the Progress Schedule of Record and the terms of this Lease or fails to perform any Permitted Capital Improvement Work in material compliance with the applicable approved Construction Management Plan and the terms of this Lease, and in each case such failure continues for thirty (30) days after notice to the Concessionaire from MassDOT;

(5) There is an unauthorized stoppage of any of the Redevelopment Work or any Permitted Capital Improvement Work and the Concessionaire fails to resume work within a reasonable time after notice from MassDOT to the Concessionaire to do so;

(6) The Concessionaire fails to achieve Milestone 1-Concessionaire Field Completion for all Service Plazas by the Longstop Date;

(7) Except as permitted by MassDOT, the Concessionaire abandons the Project either:

(a) By demonstrating through acts or omissions an intent not to perform, or continue to perform, all or a material part of the Contract Services; or

(b) By failing to perform any material Contract Services for a continuous period of thirty (30) days;

(8) Any representation or warranty made by the Concessionaire in this Lease or any certificate, schedule, instrument or other document delivered by the Concessionaire pursuant to this Lease shall have been false or materially misleading when made or delivered or shall no longer be true and correct in all material respects;

(9) The Concessionaire is party to fraud against MassDOT or any other Collective Indemnitee;

(10) Except as otherwise provided in any other subparagraph of this Section 20.2, default shall be made in the performance or observance of any covenant, condition or agreement on the part of the Concessionaire to be performed or observed under this Lease, and such default shall continue for a period of thirty (30) days after written notice specifying such default shall have been given to the Concessionaire from MassDOT; provided, however, that:

(a) If the Concessionaire has commenced to cure within such initial thirty (30) day period and is continuing

to proceed to cure such default with due diligence; and

(b) If such default is susceptible to cure but cannot, with due diligence, be remedied by the Concessionaire within the initial thirty (30) day period, then the period of time to cure the default shall be extended for such period as may be reasonably necessary to cure the same with all due diligence, provided further, however, that in no event shall such cure period be extended by more than ninety (90) days;

(11) The occurrence of two or more Service Plazas simultaneously being on Probation (as defined in **Appendix F** (Operations and Maintenance Performance Standards)) for a period of one-hundred (180) days or longer;

(12) The Concessionaire accumulates liquidated damages of $100,000 or more in any twelve (12) consecutive month period under the circumstances set forth in Section 8.1 and **Appendix F** (Operations and Maintenance Performance Standards); provided that such aggregate liquidated damages amount shall escalate annually effective on each January 1 by the greater of three (3%) or the CPI;

(13) An assignment, sublease or Change in Control occurs, including by operation of law, in each case, in violation of the terms of this Lease;

(14) A failure to timely provide evidence that all Required Insurance maintained by the Concessionaire or any Project Contractor is in full force and effect and such default remains unremedied for a period of five (5) days following written notice from MassDOT to the Concessionaire; provided, however and notwithstanding the foregoing cure period for providing evidence of insurance, a lapse in any Required Insurance coverage shall constitute an immediate Event of Default;

(15) Any interest in this Lease shall be held, directly or indirectly, by any Prohibited Person and such interest shall not have been divested within forty-five (45) days after written notice from MassDOT to the Concessionaire;

(16) The occurrence of a Bankruptcy Related Event in respect of the Concessionaire or the Lease Guarantor;

(17) Any party revokes or attempts to revoke its obligations under any guaranty or any statement of joint and several liability in support of the Concessionaire, or otherwise takes the position that its guaranty or joint and

several obligations are no longer in full force and effect or are unenforceable;

(18) The Concessionaire violates the provisions of Section 22.5 (Ethics) and fails to cure such violation within ten (10) days following written notice from MassDOT to the Concessionaire;

(19) The Concessionaire fails to provide or maintain the Letter of Credit in accordance with Section 10.1; or

(20) The Concessionaire fails to cause a Project Contractor or other party performing any Redevelopment Work or Permitted Capital Improvement Work to provide and maintain any Construction Performance Bonds and Payment Bonds required pursuant to Section 10.3; except that, the Concessionaire will have ten (10) days in which to provide a replacement Bond(s) that is in compliance with this Lease.

Upon the occurrence of an Event of Default, MassDOT shall have the right to terminate this Lease in accordance with Section 21.2. Prior to exercising any such right upon the occurrence of an Event of Default described in items (2), (3), (4), and (17) of this Section 20.2, however, the Concessionaire may promptly prepare and submit for approval by MassDOT a remedial plan to cure such Event of Default and mitigate its recurrence. If the Concessionaire fails to promptly submit such remedial plan, or submits a plan that fails to provide reasonable assurance to MassDOT that the Event of Default will be promptly remedied or fails to promptly implement such approved plan, MassDOT shall thereafter have the right to terminate this Lease in accordance with Section 21.2.

(B) Notice by Concessionaire. The Concessionaire shall provide written notice to MassDOT of the occurrence of any Event of Default and of any event or circumstance that is reasonably likely, with the passage of time or otherwise, to constitute or give rise to an Event of Default, in either case, promptly upon becoming aware of the same. No failure of the Concessionaire to provide notice in accordance with this Section 20.2 shall serve to limit any right or remedy of MassDOT hereunder.

SECTION 20.3 MassDOT Remedies Upon An Event Of Default. If any Event of Default occurs and is continuing, MassDOT may, in its discretion, exercise any or all of the following remedies:

(1) Subject to the rights of the Lender(s) under the Lender's Remedies Agreement (if applicable), give to the Concessionaire and to each Lender a notice of election to terminate this Lease pursuant to Article 21 (Expiration or Termination);

(2) Without terminating this Lease, reenter and possess the Service Plazas, in whole or in part, and exercise such self-help rights as MassDOT may have under this Lease (including exercising its step-in rights pursuant to Section 20.7), at law or in equity; provided that, no such reentry

or possession shall constitute an eviction, the Concessionaire waives any claim it may have based upon MassDOT's reentry or possession and the Concessionaire shall cooperate with MassDOT in effecting such reentry and exercising its self-help rights;

(3) Take a MassDOT Step-In Action pursuant to Section 20.7;

(4) Demand compliance by each Surety of the terms, conditions, and obligations contained in each Construction Performance Bond and Payment Bond executed by the Concessionaire and the Surety;

(5) Demand compliance with the terms of any guaranty or performance security applicable to the Concessionaire's obligations under the Lease that may be applicable in addition to the instruments identified in Section 20.3(4); and

(6) Exercise all other legal or equitable remedies.

SECTION 20.4 NO DUPLICATIVE RECOVERY. Notwithstanding any other provision of this Lease to the contrary, neither Party shall be entitled to recover compensation under this Lease in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Lease or otherwise.

SECTION 20.5 WAIVER OF REMEDIES. No failure to exercise, and no delay in exercising, any right or remedy under this Lease will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Lease will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision. Except as expressly provided in this Lease, no single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

SECTION 20.6 WAIVER OF CONSEQUENTIAL DAMAGES. Except as expressly provided in this Section 20.6, in no event shall either Party be liable to the other or obligated in any manner to pay to the other Party any special, incidental, consequential, punitive or similar losses or damages (including, except as otherwise provided in this Section 20.6, loss of revenue, loss of profits, loss of production, loss of business opportunity or other consequential or indirect loss) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Lease, or any representation made in this Lease being materially incorrect, whether such claims are based upon contract, tort, negligence, warranty or any other legal theory. The foregoing limitation on each Party's liability shall not apply to or limit recovery in respect of:

(1) The Concessionaire's liability for:

(a) Rent;

(b) Any liquidated damage amount resulting from the exercise by MassDOT of any Liquidated Damage Right;

(c) Claims, losses or damages, to the extent the same is required to have been covered by Required Insurance; or

(d) Amounts payable by the Concessionaire under its indemnification obligations pursuant to Article 18.

(2) Either Party's liability for losses or damages arising out of fraud, willful misconduct, criminal conduct or bad faith on the part of the other Party.

SECTION 20.7 MASSDOT STEP-IN RIGHTS.

(A) Right to Step-In. Without limiting any other right of MassDOT hereunder, if MassDOT reasonably believes that it needs to take action in connection with the Service Plazas or any aspect of the Contract Services because:

(1) An Event of Default has occurred;

(2) Any event affecting the Project, whether directly or indirectly, has occurred or is reasonably likely to occur which:

(a) Causes or is reasonably likely to cause material disruption to the provision of food, fuel and related services to motorists along the Highways or a material threat to the safety or security of Highway users;

(b) Is an immediate or imminent threat to the long-term integrity of any part of the Highways, any Service Plaza, the environment or to any property adjacent to a Service Plaza; or

(c) Is recognized or declared as an emergency by any Governmental Authority with legal authority to recognize or declare an emergency; or

(3) The Concessionaire has failed to comply with any safety related Applicable Law within a reasonable period of time under the circumstances;

then, subject to the rights of the Lender(s) under the Lender's Remedies Agreement (if applicable), MassDOT shall be entitled to take action in accordance with this Section 20.7. No MassDOT Step-In Action shall be considered a MassDOT Change.

(B) Notice. If MassDOT has the right under Section 20.7(A) and elects to take action, MassDOT shall provide reasonable advance written notice to the Concessionaire, which notice shall include:

(1) A description of any action that MassDOT reasonably believes it is necessary for MassDOT to take;

(2) The reason for such action;

(3) The date MassDOT intends to take such action;

(4) The time period MassDOT reasonably believes will be necessary for such action; and

(5) To the extent practicable, the effect on the Concessionaire and its obligation to carry out the Contract Services during the period such action is being undertaken by MassDOT.

Notwithstanding the foregoing, MassDOT shall have no obligation to provide such reasonable advance written notice prior to taking action under circumstances of an Event of Default or where MassDOT reasonably believes that emergency action is necessary. If reasonable advance written notice is not required under this Section 20.7(B), MassDOT shall notify the Concessionaire upon taking action and shall use reasonable efforts to provide the Concessionaire with the information otherwise required under this Section 20.7(B).

(C) MassDOT Step-In Action. Following notice as and to the extent required under Section 20.7(B), MassDOT shall take such action as MassDOT has notified the Concessionaire it will take under Section 20.7(B) and any consequential additional action MassDOT reasonably believes is necessary (together, the "**MassDOT Step-In Action**"). The Concessionaire acknowledges and agrees that, to the extent of any MassDOT Step-In Action in accordance with this Section 20.7, MassDOT shall have the right to take exclusive possession of all or part of the Project, to perform or cause the performance by any MassDOT Person of all or any portion of the Contract Services, and to suspend or revoke the Concessionaire's right to possess and perform the same. In addition to MassDOT's access rights set forth in this Lease, the Concessionaire hereby grants, and shall cause each other Concessionaire Person to grant, MassDOT and all necessary MassDOT Persons, as determined in the discretion of MassDOT, the right of entry onto any property or premises of any Concessionaire Person for the purpose of taking any MassDOT Step-In Action in accordance with this Section 20.7. The Concessionaire shall use all reasonable efforts to provide assistance to MassDOT in connection with any MassDOT Step-In Action, as and to the extent requested by MassDOT. MassDOT shall provide the Concessionaire with prompt notice of completion of any MassDOT Step-In Action. No MassDOT Step-in

Action under this Section 20.7 shall constitute an eviction of the Concessionaire from the Service Plazas or any portion thereof.

(D) Concessionaire Fault. To the extent any MassDOT Step-In Action results from any Concessionaire Fault, after giving effect to any cure period available hereunder in respect of such Concessionaire Fault and without prejudice to any other right of MassDOT hereunder, the Concessionaire shall be responsible for, and shall pay MassDOT, the reasonable cost and expense incurred by MassDOT in taking, or as a result of taking, the MassDOT Step-In Action. Any such payment shall constitute Additional Rent and shall be payable on the due date of the next Rent payment in accordance with Section 4.2 following the receipt by the Concessionaire of an invoice therefor from MassDOT.

SECTION 20.8 MASSDOT DEFAULT. MassDOT shall in no event be in default under this Lease unless and until MassDOT shall have failed to perform any obligation hereunder within thirty (30) days following written notice from Concessionaire, provided that if such failure is susceptible to cure but may not reasonably be cured within such thirty (30) day period, such failure shall not constitute a default by MassDOT hereunder so long as MassDOT proceeds diligently during such thirty (30) day period to cure same and thereafter diligently proceeds to and cures such failure as soon as reasonably practicable.

ARTICLE 21
EXPIRATION OR TERMINATION

SECTION 21.1 EXCLUSIVE RIGHTS OF TERMINATION. This Article 21 (Expiration or Termination), together with the other provisions of this Lease expressly referred to in this Article 21 (Expiration or Termination) and the provisions of the Lender's Remedies Agreement (if applicable), contain the entire and exclusive provisions and rights of the Parties regarding the termination of this Lease, and any and all other rights to terminate at law or in equity are hereby waived to the maximum extent permitted by Applicable Law; provided that, termination of this Lease shall not relieve the Concessionaire, or any Project Contract Guarantor, insurer or any Surety or other financial institution that provides security for performance pursuant to Article 10 (Security for Performance) of its obligation for any claims arising prior to termination.

SECTION 21.2 TERMINATION FOR AN EVENT OF DEFAULT.

(A) MassDOT Right. If an Event of Default occurs, MassDOT may in its discretion and subject to the Lender(s)' rights pursuant to the Lender's Remedies Agreement (if applicable), terminate this Lease by delivering written notice to the Concessionaire specifying the Event of Default, with a copy to any Project Contract Guarantor, insurer or any Surety or other financial institution that provides security for performance.

(B) Termination Date. In the event MassDOT serves a termination notice pursuant to this Section 21.2, such notice shall set forth a termination date, which date shall be no less than thirty (30) days after the giving of such notice (the "**Termination Date**"), whereupon this Lease shall terminate upon the Termination Date set forth in such

notice as if such date were the date originally set forth herein as the Expiration Date of this Lease.

(C) No Termination Payment. The Concessionaire shall not be entitled to payment of any amount from MassDOT in connection with any termination of this Lease for an Event of Default.

SECTION 21.3 CONTINUITY FOLLOWING TERMINATION FOR AN EVENT OF DEFAULT. In order to assure continuity of operations of the Service Plazas, in the event of a termination for an Event of Default by MassDOT pursuant to Section 21.2, the Termination Date may be extended by written notice from MassDOT not later than ten (10) days prior to the Termination Date (the "**Temporary Continuity Notice**"). Upon issuance of a Temporary Continuity Notice, the effective Termination Date will be extended to the date of commencement of any successor lease or operating agreement for the Service Plazas (the "**Temporary Continuity of Operations Term**"); provided that in no event shall the duration of the Temporary Continuity Operations Term exceed one year. If the Temporary Continuity Notice is sent in a timely manner in accordance with this Section 21.3, then the effective Termination Date shall be automatically extended for the Temporary Continuity of Operations Term, and no instrument of renewal executed by the Parties shall be required. If MassDOT does not timely furnish the Temporary Continuity Notice in accordance with this Section 21.3, then this Lease shall automatically be deemed to have terminated on the Termination Date. MassDOT may advise the Concessionaire in separate writings as to the invocation of the Temporary Continuity of Operations Term and as to its duration.

SECTION 21.4 RIGHTS OF MASSDOT UPON TERMINATION.

(A) MassDOT Rights Generally. Upon any termination of this Lease, the Concessionaire shall quit and peacefully surrender the Service Plazas to MassDOT, and MassDOT, upon or at any time after any such termination, shall have the right, without further notice, to enter upon and re-enter the Service Plazas and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess the Concessionaire and remove the Concessionaire and all other persons and property from the Service Plazas and may have, hold and enjoy the Service Plazas and the right to receive all rental and other income of and from the same.

(B) Termination for Event of Default. If this Lease is terminated by reason of the occurrence of any Event of Default:

(1) The Rent shall become immediately due and be paid by the Concessionaire up to the time of such termination, together with such direct and reasonable expenses as MassDOT may incur for legal expenses, attorneys' fees and disbursements, brokerage commissions, and alteration costs and other costs of putting the Service Plazas in good order, and for preparing the same for re-letting;

(2) MassDOT may re-let the Service Plazas or any part or parts thereof, either in the name of MassDOT or otherwise (but shall have no

obligation to do so), for a term or terms, which may, at MassDOT's option be less than, equal to or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent;

(3) MassDOT shall have no obligation to account to the Concessionaire if MassDOT shall re-let the Service Plazas;

(4) The Concessionaire or the legal representatives of the Concessionaire shall also pay MassDOT, as damages for the failure of the Concessionaire to observe and perform the Concessionaire's covenants, amounts equal to the Rent which would have been payable by the Concessionaire had this Lease not been terminated or had MassDOT not re-entered the Service Plazas, such payments to be calculated pursuant to subsection (6) below and made upon the due dates specified in this Lease following termination or re-entry and continuing until the date on which this Lease would have expired had this Lease not been terminated by MassDOT; provided, however, that if MassDOT re-lets the Service Plazas, at any time during which would have constituted the balance of the Term of this Lease, MassDOT shall credit the Concessionaire, up to the amount due from the Concessionaire, with the net rent received by MassDOT for such re-letting after deducting from the first installments of such rent received (without duplication of any damages and charges provided for above) the expenses incurred or paid by MassDOT in terminating this Lease and in re-entering the Service Plazas and in securing possession thereof, as well as the reasonable expenses of re-letting, including reasonable legal expenses, attorneys' fees and disbursement, brokerage commissions, alteration costs and other expenses incurred for keeping the Service Plazas in good order or for preparing the same for re-letting. Any suit brought to collect the amount of the aforesaid damages for any month or months shall not prejudice in any way the rights of MassDOT to collect the damages for any subsequent month or months by a similar proceeding. MassDOT will not be required to postpone suit until the date when the Term of this Lease would have expired if it had not been so terminated under or pursuant to the terms of this Lease or under any provision of law;

(5) MassDOT may elect, as an alternative to the damages and charges provided for in item (4) of this Section 21.4, and in lieu of all other such damages thereafter accruing, to have the Concessionaire pay the liquidated damages provided for below, which election may be made by notice given to the Concessionaire at any time after the termination of this Lease for default, and whether or not MassDOT shall have collected any other damages. Upon such notice, the Concessionaire shall promptly pay to MassDOT, as liquidated damages, in addition to any damages collected or due from the Concessionaire from any period prior to such notice, such

a sum as at the time of such notice represents the amount of the excess, if any, of:

(a) The discounted present value, using a discount rate equal to the Prime Rate on the Termination Date plus three percentage points, of the Rent and other charges which would have been payable by the Concessionaire under this Lease for the remainder of the Term if the Concessionaire had fulfilled all of its obligations hereunder, over and above;

(b) The discounted present value, using a discount rate equal to the Prime Rate on the Termination Date plus three percentage points, of rent and other charges that would be received by MassDOT if the Service Plazas were re-let at the time of such notice for the remainder of the Term at the fair rental value thereof at the time of such notice.

(6) If this Lease is terminated or MassDOT re-enters the Service Plazas, then, for purposes of calculating Operational Rent which shall be due to MassDOT after such termination or re-entry, Operational Rent shall be equal to the average of the three (3) years of Operational Rent immediately preceding such termination or re-entry, provided, however, that 1st and 2nd years of Operational Rent taken into account for such calculation shall be increased by the CPI for each such year; and

(7) In the event that this Lease terminates for any reason other than due to its scheduled expiration, Fuel Service Equipment that is found by MassDOT within sixty (60) days following the termination of this Lease not to be in good working order, condition and repair as required by the terms of this Lease, shall be repaired or replaced by Concessionaire, at Concessionaire's sole cost and expense, within thirty (30) days following MassDOT's request for same. In addition, Concessionaire, if requested by MassDOT not later than sixty (60) days following the termination of this Lease, shall remove and dispose of any Fuel Service Equipment designated by MassDOT in writing so to be removed, at Concessionaire's sole cost and expense. If, following such request by MassDOT, Concessionaire shall fail to remove such Fuel Service Equipment within ten (10) days following Concessionaire's receipt of such request from MassDOT, then MassDOT may remove and dispose of such Fuel Service Equipment in such manner as MassDOT sees fit, at Concessionaire's sole cost and expense. Concessionaire shall have reasonable access to the Service Plazas following the termination of the Lease to remove any such Fuel Service Equipment pursuant to this Section.

SECTION 21.5 ASSIGNMENTS AND TRANSFERS ON TERMINATION.

(A) Transfer Responsibilities. On or promptly after the Termination Date:

(1) If the Termination Date occurs prior to the completion of the Redevelopment Work:

(a) The Concessionaire shall preserve and protect the structures, equipment, materials and other property comprising the Service Plazas, including the Redevelopment Improvements and any Permitted Capital Improvements as so far implemented; and

(b) insofar as any transfer will be necessary to fully and effectively transfer property to MassDOT, the Concessionaire shall transfer to, and there shall vest in, MassDOT, free from all financial encumbrances, such part of the Service Plazas, including the Redevelopment Improvements and any Permitted Capital Improvements that have been implemented on or have become affixed to the Service Plazas and, if MassDOT so elects, the materials and equipment necessary for the completion of the Redevelopment Work or any Permitted Capital Improvement Work, including all materials and equipment on or near the Service Plazas, will remain available to MassDOT for the purposes of completing the Redevelopment Work or any Permitted Capital Improvement Work, subject to payment by MassDOT of the relevant Project Contractor's reasonable unpaid charges;

(2) Regardless of when the Termination Date occurs, the Concessionaire shall transfer to, and there shall vest in, MassDOT, free from all financial encumbrances all spare parts required by the Contract Standards to be maintained by the Concessionaire and that are in the possession of any Concessionaire Person;

(3) If MassDOT so elects, subject to the terms of applicable Project Contract Collateral Agreements, the Concessionaire shall cause any or all of the Project Contracts (and any related contracts which govern the obligations between the Concessionaire and the Project Contractor whose obligations have been assigned (such as a coordination agreement)) to be assigned to MassDOT;

(4) Without limiting any other obligation hereunder, the Concessionaire shall, or shall cause any Project Contractor, subject to the

terms of the applicable Project Contract Collateral Agreement, to offer to sell to MassDOT at the fair market value and free from any security interest all or any part of the stocks of material and other assets, spare parts and other moveable property owned by the Concessionaire or any Project Contractor and reasonably required by MassDOT in connection with the operation of the Service Plazas or the provision of the Contract Services; provided, that, title to such does not otherwise vest in MassDOT pursuant to this Lease;

(5) Subject to Section 22.6 as applicable, the Concessionaire shall deliver to MassDOT (to the extent not already delivered to MassDOT):

(a) All existing work product, including designs, plans and other Deliverable Material produced in connection with the Project;

(b) One complete set of existing drawings and other documentation showing all alterations made to the Service Plazas since the commencement of the Term;

(c) One complete set of existing, up-to-date maintenance, operation and training manuals for the Project;

(d) Relevant information pertaining to any Legal Proceedings against the Concessionaire by the Project Contractors, any Subcontractor or other third parties relating to the termination of the Contract Services (or any Subcontracts); and

(e) Copies of all Subcontracts, including all Subcontracts in respect of Utilities, together with a statement of:

(i) All items ordered and not yet delivered pursuant to each Subcontract;

(ii) The expected delivery date of all such items;

(iii) The total cost of each Subcontract and the terms of payment; and

(iv) The estimated cost of canceling each Subcontract;

(6) The Concessionaire shall use all reasonable efforts to ensure that the benefit of existing Intellectual Property and all warranties in respect

of mechanical and electrical equipment used or made available by the Concessionaire under this Lease and included in the Project but not previously assigned or licensed to MassDOT are assigned, licensed or otherwise transferred to MassDOT;

(7) To the extent permitted by Applicable Law, the Concessionaire shall assign to MassDOT all Governmental Approvals;

(8) The Concessionaire shall deliver to MassDOT all books, records and files required to be kept by the Concessionaire hereunder (the Concessionaire having the right to retain copies thereof) unless such documents are:

(a) Required by Applicable Law to be retained by the Concessionaire or a Project Contractor or Subcontractor, in which case complete copies will be delivered to MassDOT; or

(b) Privileged under Applicable Law from production pending resolution of any outstanding dispute, in which case such records will be delivered forthwith upon resolution of such dispute, provided that any records that are necessary for the performance of the Contract Services will be delivered to MassDOT no later than the Termination Date; and

(9) The Concessionaire shall take such other actions, and execute such other documents as may be necessary to effectuate and confirm the foregoing matters, or as may be otherwise necessary or desirable to minimize MassDOT's costs, and take no action which shall increase any amount payable by MassDOT under this Lease.

(B) No Additional Compensation. The Concessionaire shall ensure, subject to the Lenders' Remedies Agreement (if applicable), that provision is made in all applicable contracts to ensure that MassDOT will be in a position to exercise its rights, and the Concessionaire will be in a position to comply with its obligations, under this Section 21.5, without additional payment or compensation to any person.

SECTION 21.6 TRANSITIONAL OBLIGATIONS. The Concessionaire shall, in connection with the expiration or any termination of this Lease:

(A) Stop the Contract Services on the Termination Date;

(B) On the Termination Date and without limiting any obligation under Section 21.5, deliver or cause to be delivered to MassDOT:

(1) All keys, access codes or other devices required to operate the Service Plazas and perform the Contract Services; and

(2) Any Intellectual Property required to be delivered by the Concessionaire pursuant to Section 22.6;

(C) On the Termination Date, vacate, and cause all Concessionaire Persons to vacate, the Service Plazas, and leave the Service Plazas in a safe, clean and orderly condition;

(D) On request by MassDOT, for a period not to exceed ninety (90) days after the Termination Date, co-operate fully with MassDOT and any successor providing to MassDOT services in the nature of any of the Contract Services or any part of the Contract Services, in order to achieve a smooth transfer of the manner in which MassDOT obtains services in the nature of the Contract Services and to avoid or mitigate in so far as reasonably practicable any inconvenience or any risk to the health, safety and security of the employees of MassDOT and members of the public; and

(E) On the Termination Date, remove from the Service Plazas all property of the Concessionaire or any other Concessionaire Person that is not acquired by MassDOT pursuant to Section 21.5 or that does not otherwise belong to MassDOT, and if it has not done so within sixty (60) days after any notice from MassDOT requiring it to do so, MassDOT may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and will hold any proceeds less all costs incurred by MassDOT in connection therewith, to the credit of any amount owing to MassDOT and otherwise to the credit and direction of the Concessionaire.

SECTION 21.7 CONCESSIONAIRE TO COOPERATE. If MassDOT wishes to conduct a procurement prior to the Termination Date with a view to entering into an agreement for the provision of services (which may or may not be the same as, or similar to, the Contract Services or any of them) following the Termination Date, the Concessionaire shall prior to the Termination Date co-operate with MassDOT fully in such procurement process by:

(A) Subject to Section 22.6, providing any information in the Concessionaire's control or possession which MassDOT may reasonably require to conduct such procurement; and

(B) Assisting MassDOT by providing any participants in such procurement process with access to the Service Plazas, provided such access does not affect the ability of the Concessionaire to perform the Contract Services in accordance with this Lease.

SECTION 21.8 COOPERATION WITH NEW CONCESSIONAIRE AT SERVICE PLAZAS. In connection with any transition in operation of the Service Plazas from the Concessionaire to a new operator, the Concessionaire agrees, both prior to and for a period of one (1) year following the expiration of the Term, to reasonably cooperate with such new operator and MassDOT to ensure an orderly transition of services at the Service Plazas by such new operator.

Prior to the expiration of the Term, such cooperation (where applicable) shall include: (i) providing such new operator with access to the Service Plazas at reasonable times upon reasonable advance notice and access to information, documents and records relating to the operations at the Service Plazas, (ii) furnishing to MassDOT the names, telephone and account numbers of all vendors providing goods and/or services to the Service Plazas (including, without limitation, utilities, cleaning, garbage disposal and the like), (iii) furnishing to MassDOT a list of those employees that the Concessionaire intends to terminate at the expiration or termination of this Lease, including their job titles and length of employment with the Concessionaire and (iv) permitting MassDOT and/or such new operator to interview such employees for new employment positions (without any obligation whatsoever on their part to hire same for any position). In the event that the Concessionaire shall fail to cooperate with MassDOT or such new operator as aforesaid, then MassDOT shall so notify the Concessionaire in writing (which notice shall include a reasonably detailed explanation of MassDOT's basis for the Concessionaire's non-compliance). In the event that the Concessionaire shall fail to cure such non-compliance within seven (7) days following receipt of such notice, then MassDOT may assess the Concessionaire a Cooperation Fine, which if so assessed, shall be payable by the Concessionaire within ten (10) days following the Concessionaire's receipt of such notice from MassDOT. In the event that the Concessionaire shall object to or otherwise dispute any Cooperation Fine, then Concessionaire, within ten (10) days of its receipt of such notice from MassDOT, shall notify MassDOT in writing of its objection which objection shall include a reasonably detailed basis for the Concessionaire's objection. In the event that the Concessionaire shall fail to timely assert such objection, then the Concessionaire shall be conclusively deemed to have waived any and all right to object to such Cooperation Fine. The Concessionaire agrees only to assert any objection to a Cooperation Fine in good faith. In the event that the Concessionaire shall timely assert an objection to any Cooperation Fine, the dispute shall be submitted to the provisions of Article 19 (Dispute Resolution Procedures)

ARTICLE 22
MISCELLANEOUS PROVISIONS

SECTION 22.1 COOPERATION. The Concessionaire acknowledges that it will be using the Service Plazas in common with other parties and that the Concessionaire shall, and shall cause all Concessionaire Persons to, reasonably cooperate with such parties to assure the proper function of any such other parties and a seamless appearance in such operations to persons utilizing the services of any such other parties.

SECTION 22.2 MASSDOT CONSENTS AND APPROVALS. Whenever any consent, approval, verification, acceptance or determination by MassDOT is required under this Lease, such consent, approval, verification, acceptance or determination shall not be unreasonably withheld, conditioned or delayed, except where the MassDOT has the right to act in its "discretion" by the express terms of this Lease. When this Lease requires any approval, verification or consent by MassDOT to a Concessionaire submittal, request or report, the approval, verification or consent shall, within the limits of the authority of Section 22.10(B), be given by the MassDOT Contract Representative in writing and such writing shall be conclusive evidence of such approval, verification or consent, subject only to compliance by MassDOT with the Applicable Laws that generally governs its affairs. Unless expressly stated otherwise in this Lease, and except for

requests, reports and submittals made by the Concessionaire that do not, by their terms or the terms of this Lease, require a response or action, if MassDOT does not find a request, report or submittal acceptable, it shall provide written response to the Concessionaire describing its objections and the reasons therefor within thirty (30) days of MassDOT's receipt thereof.

SECTION 22.3 INDEPENDENT CONTRACTOR. The Concessionaire is and shall be, in all respects, an independent contractor in performing services pursuant to this Lease. In accordance with its status as an independent contractor, the Concessionaire covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of MassDOT, and that neither the Concessionaire nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of MassDOT, including workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement system membership or credit.

SECTION 22.4 CONCESSIONAIRE'S REPRESENTATIONS AND MAINTAINING GOOD STANDING. The Concessionaire represents and warrants the following as of the Commencement Date, which representations and warranties shall be deemed to be continuing and shall remain true and correct in all material respects and shall remain in full force and effect during the entire Term of this Lease:

(A) Existence and Power. The Concessionaire is a [*single special purpose*] <> duly organized, validly existing and in good standing under the laws of the <State/Commonwealth> of <>, and has the authority to do business in the Commonwealth of Massachusetts, with the full legal right, power and authority to enter into and perform its obligations under this Lease.

(B) Due Authorization and Binding Obligation. This Lease has been duly authorized, executed and delivered by all necessary action of the Concessionaire and constitutes a legal, valid and binding obligation of the Concessionaire, enforceable against the Concessionaire in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(C) No Other Business; No Conflict. The Concessionaire has not had, and shall not have, any business other than entering into this Lease and performing its obligations under this Lease. Neither the execution nor delivery by the Concessionaire of this Lease nor the performance by the Concessionaire of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Concessionaire of the terms or conditions hereof: (i) Conflicts with, violates or results in a breach of any law, governmental regulation, partnership agreements, operating agreements, charter documents, by-laws or certificates of incorporation or certificates of partnership applicable to the Concessionaire; or (ii) Conflicts with, violates or results in a breach of any order, judgment or decree, or any contract, agreement or instrument to which the Concessionaire is a party or by which the Concessionaire or any of its assets are bound, or constitutes a default under any of the foregoing.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Lease by the Concessionaire.

(E) No Litigation Affecting the Concessionaire. There is no action, suit, proceeding, investigation or litigation, at law or in equity, before or by any court or Governmental Authority pending or, to the best of its knowledge after due inquiry, overtly threatened or publicly announced against the Concessionaire. There is no such action, suit, proceeding, investigation or litigation, at law or in equity, before or by any court or Governmental Authority pending or, to the best of its knowledge after due inquiry, is overtly threatened or publicly announced against any of its Affiliates, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Lease by the Concessionaire or the validity, legality or enforceability of this Lease against the Concessionaire, or any other agreement or instrument entered into by the Concessionaire in connection with the transactions contemplated hereby, or on the ability of the Concessionaire to perform its obligations hereunder or under any such other agreement or instrument.

(F) No Litigation Affecting the Project Contractors. To the best of its knowledge after due inquiry, there is no action, suit, proceeding, investigation or litigation, at law or in equity, before or by any court or Governmental Authority pending or, to the best of the Concessionaire's knowledge after due inquiry, overtly threatened or publicly announced against any Project Contractor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of any Project Contract by the respective Project Contractor or the validity, legality or enforceability of any Project Contract against the Project Contractor that is party to the Project Contract, or on the ability of any Project Contractor to perform its obligations under its respective Project Contract.

(G) Intellectual Property Rights. The Concessionaire owns, has express rights to use, or is the recipient of a valid license to, all Intellectual Property necessary for the performance of its obligations under this Lease, and has and will maintain the full power and authority to grant the Intellectual Property and other related rights granted under or contemplated by this Lease without the further consent of any third-party.

(H) Information Supplied by the Concessionaire. The information supplied and representations and warranties made by the Concessionaire in all submittals made in response to the RFP and in all post-proposal submittals with respect to the Concessionaire (and to the Concessionaire's knowledge after due inquiry, all information supplied in such submittals with respect to the Project Contractors and Subcontractors) are true, correct and complete in all material respects.

(I) Concessionaire Review. The Concessionaire has carefully reviewed the whole of this Lease and has taken all steps it considers reasonably necessary to satisfy itself that nothing contained herein inhibits or prevents the Concessionaire from performing and completing the Contract Services in accordance with the Contract Standards.

(J) Compliance with Applicable Law Generally. The Concessionaire is in compliance in all material respects with Applicable Law pertaining to the Concessionaire's business and services.

(K) Practicability of Performance. Subject to, and in accordance with, the terms of this Lease, the Concessionaire assumes the risk of the practicability and possibility of performance of the Contract Services in compliance with the requirements of the Contract Standards on the scale, within the time for completion, and in the manner required hereunder, and agrees that sufficient consideration for the assumption of such risk is included herein.

(L) No Broker's Fees. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's, financial advisor's or investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Lease based upon arrangements made by and on behalf of the Concessionaire or any of its Affiliates for which MassDOT may become liable at any time.

(M) Consideration. This Lease has been entered into by Concessionaire (1) for fair and equivalent consideration and (2) following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of MassDOT except as otherwise specifically provided herein.

(N) No Organizational Conflicts of Interest. To the best of its knowledge after due inquiry, no actual, potential or perceived organizational conflict of interest exists with respect to the Concessionaire or any of its Project Contractors or Subcontractors. For purposes of this Section 22.4: (i) The term "organizational conflict of interest" means a circumstance arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, Affiliates, etc.) of the Concessionaire or any of its Project Contractors or Subcontractors that results in (a) impairment or potential impairment of a consultant's ability to render impartial assistance or advice to MassDOT, or of its objectivity in performing work for MassDOT, (b) an unfair competitive advantage for the Concessionaire with respect to the procurement process for the Project, including access to information that is not generally available to other proposers, based on services previously provided by a consultant with respect to the Project, or (c) a perception or appearance of impropriety with respect to the procurement process for the Project (regardless of whether any such perception is accurate); and (ii) the term "consultant" means any person that is currently performing or has previously performed professional or consulting services for MassDOT with respect to the Project, including any person providing accounting, auditing, architecture, landscape architecture, construction, project management, engineering, environmental consulting, appraisal, land surveying, or legal services, and includes subconsultants at all tiers.

(O) Good Standing. The Concessionaire shall at all times maintain its legal existence and good standing in the jurisdiction of its formation and its good standing

as a foreign [_____] in the Commonwealth of Massachusetts. The Concessionaire agrees, upon request by MassDOT, to provide MassDOT with current legal existence and good standing certificates from the Secretary of State of the State of its formation and from the Massachusetts Secretary of State.

SECTION 22.5 ETHICS. During the Term, the Concessionaire shall not engage any person who is, or has been at any time, in the employ of MassDOT or the Commonwealth to perform services under this Lease in violation of Applicable Laws or ethics requirements. The Concessionaire certifies that all of its employees who are former employees of MassDOT or the Commonwealth and who are assigned to perform services under this Lease shall be assigned in accordance with all Applicable Laws and ethics requirements. Further, during the Term, no person who is employed by the Concessionaire and who is disqualified from providing services under this Lease pursuant to any Applicable Laws or ethics requirements may share in any net revenues the Concessionaire derives from this Lease. The Concessionaire shall identify and provide MassDOT with notice of those Concessionaire employees who are former employees of MassDOT or the Commonwealth and who will be assigned to perform services under this Lease. MassDOT may request that the Concessionaire provide it with whatever information MassDOT deems appropriate about each such person's engagement, work cooperatively with MassDOT to solicit advice from the Commonwealth State Ethics Commission, and, if deemed appropriate by MassDOT, instruct any such person to seek the opinion of the Commonwealth State Ethics Commission.

SECTION 22.6 CONFIDENTIALITY AND NON-DISCLOSURE.

(A) Confidential Information, Defined. "**Confidential Information**" means any information not generally known to the public, or that MassDOT reasonably claims is confidential, whether oral (if identified as confidential at the time of disclosure and confirmed in writing), written, or electronic, that MassDOT discloses, directly or indirectly, through any means of communication, to the Concessionaire. Confidential Information includes operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data; financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that MassDOT deems confidential. Confidential Information does not include information which, at the time of MassDOT's disclosure to the Concessionaire:

(1) Is already in the public domain or becomes publicly known through no act of the Concessionaire in violation of this Lease;

(2) Is already known or becomes known by the Concessionaire free of any confidentiality obligations (after reasonable inquiry); or

(3) Is independently developed by the Concessionaire without reference to Confidential Information.

(B) Restrictions on Disclosure of Confidential Information. If the Concessionaire wants to disclose Confidential Information, it shall notify MassDOT and

specify the Confidential Information it wants to disclose. The Concessionaire may only disclose such Confidential Information if MassDOT approves such disclosure in writing, subject to such other terms and conditions as MassDOT may require. Such approval, if given, shall only apply to the particular request and the specific Confidential Information for which it is given.

(C) Legally Demanded Disclosure Procedures. If the Concessionaire is required to disclose or make available, directly or indirectly, Confidential Information pursuant to statute, court or administrative order, subpoena, contractual obligation, stock exchange rule or regulation, or otherwise by law, the Concessionaire shall:

(1) Notify MassDOT that it has received such legal demand as soon as practicable, but in all events prior to any disclosure, to the extent legally permissible;

(2) Permit MassDOT, at its sole expense, to take the steps it deems necessary and appropriate to protect the Confidential Information from disclosure;

(3) Cooperate to the fullest extent possible under the law with MassDOT's efforts to protect the Confidential Information from disclosure; and

(4) Disclose only such Confidential Information, and only such portions thereof, as is required to satisfy the legal demand, and limit any such disclosure of Confidential Information to the fullest extent permissible under the law.

(D) Use of Confidential Information. The Concessionaire may use Confidential Information solely for the purposes of providing the Contract Services. The Concessionaire may make copies of Confidential Information but only to the extent necessary for the disclosures and uses permitted by this Lease. The Concessionaire shall use all reasonable efforts to ensure that any copy of Confidential Information that is made is marked to show that it is or contains Confidential Information. The Concessionaire may share Confidential Information with third parties that are:

(1) Required for the Concessionaire's provision of the Contract Services (e.g., potential sources of private financing, consultants, advisors, Project Contractors and Subcontractors); and

(2) Bound by confidentiality obligations substantially similar to the provisions of this Lease; however, the Concessionaire may share only that Confidential Information that is necessary to the third-party's contribution to the Concessionaire's provision of the Contract Services.

MassDOT's disclosure of Confidential Information to the Concessionaire shall not convey to the Concessionaire any right, title, or interest in or to such Confidential Information, and this Lease

does not transfer ownership of Confidential Information or grant a license thereto. MassDOT shall retain all right, title, and interest in and to all such Confidential Information at all times.

(E) Safeguard and Security of Confidential Information. The Concessionaire shall hold Confidential Information confidential with the same degree of care that it uses to protect its own confidential information (but in any event no less than reasonable care). The Concessionaire shall safeguard Confidential Information with at least the same level of care and security that the Concessionaire uses to maintain and protect from disclosure its own confidential information, using all reasonable and necessary security measures, devices, and procedures that the Concessionaire uses to maintain its own confidential information, but in all events with not less than reasonable care. The Concessionaire shall take reasonable steps to prevent unauthorized access to, use of, or disclosure of Confidential Information, including by protecting its passwords and other log-in information. The Concessionaire shall notify MassDOT immediately of any known or suspected misuse or misappropriation of Confidential Information and shall use all reasonable efforts to stop said misuse or misappropriation.

(F) Return of Confidential Information. Upon written request of MassDOT, or upon expiration or termination of this Lease, the Concessionaire shall return all Confidential Information to MassDOT, or certify in writing that it has been destroyed and no copies exist; provided that the Concessionaire may retain Confidential Information that:

(1) Is retained in magnetic or electronic back-up storage archives in accordance with customary records retention procedures;

(2) Is included in any internal notes and materials, including investment committee or board notes and minutes, that are used for or in connection with the Concessionaire's corporate decision making process; and

(3) Must be retained under Applicable Law, regulation or professional code of conduct, including, as required by court or tribunal of competent jurisdiction, stock exchange regulation or governmental order, decree or rule,

Provided, in each case, that any such Confidential Information shall remain subject to the confidentiality obligations of this Lease for as long as it is retained.

(G) Consequences of Improper Disclosure. The Concessionaire agrees that breach of the preceding requirements in this Section 22.6 would cause MassDOT irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, MassDOT will be entitled to injunctive relief against such breach or threatened breach, without proving actual damages or posting a bond or other security.

(H) Survival of Confidentiality Provisions. Without limiting the foregoing, the obligations and assurances involving Confidential Information pursuant to this Lease shall survive termination or expiration of this Lease.

SECTION 22.7 COMMONWEALTH CERTIFICATIONS.

(A) Massachusetts General Laws, Chapter 62C, Section 49A. In connection with its execution of this Lease, the Concessionaire shall update its prior certification given to MassDOT, under penalties and pains of perjury, pursuant to Massachusetts General Laws Chapter 62C, Section 49A, that it is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees, subtenants and contractors and withholding and remitting of child support and has no outstanding payment or filing obligations to the Commonwealth of Massachusetts Department of Revenue.

(B) Massachusetts General Laws, Chapter 7C, Section 38. The Concessionaire shall comply with the provisions of Massachusetts General Laws, Chapter 7C, Section 38 by filing with the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance prior to its execution of this Lease and also from time to time during the Term, all disclosure statements required by said statute.

(C) Massachusetts General Laws, Chapter 7, Section 22C. Commonwealth agencies, Commonwealth authorities, the House of Representatives or the Commonwealth Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification required by Massachusetts General Laws, Chapter 7, Section 22C. The Concessionaire hereby certifies under the pains and penalties of perjury that the Concessionaire does not employ ten or more employees in an office or other facility in Northern Ireland.

(D) Conflict of Interest/Collusion Certification. The Concessionaire certifies under the pains and penalties of perjury that (1) no relationship exists between the Concessionaire and MassDOT or any officer, employee or agent of MassDOT that constitutes unfair competition or a conflict of interest or that may be adverse to MassDOT; and (2) it has not acted in collusion with any other entity doing business with MassDOT in a way that would constitute unfair competition or that may be adverse to MassDOT.

(E) Section 7 of Chapter 521, Acts of 1990. Pursuant to Section 7 of Chapter 521, Acts of 1990, as amended by Chapter 329, Acts of 1991 and regulations issued pursuant thereto, 102 CMR 12.00, the Concessionaire certifies under the pains and penalties of perjury that the Concessionaire is in compliance with all laws of the Commonwealth relating to child care assistance, and if the Concessionaire is a qualified employer having fifty (50) or more full time employees, has established a dependent care assistance program, child care tuition assistance, or on-site or near site child care placement; or is an exempt employer.

SECTION 22.8 LIMITATION OF MASSDOT'S LIABILITY. Concessionaire (and each Concessionaire Person) agrees that MassDOT's liability hereunder shall be limited to an amount equal to the value of MassDOT's interest from time to time in the Service Plazas and any income or proceeds therefrom; provided that the foregoing in no way shall be deemed to be an amendment to or waiver of any statutory caps on the liability of MassDOT. No MassDOT Person (or any bond trustee or mortgagee of MassDOT) shall ever be personally or individually liable to the Concessionaire; nor shall MassDOT ever be answerable or liable in any equitable judicial proceeding or order beyond the value of its interest in the Service Plazas. The provisions hereof shall survive the expiration or earlier termination of this Lease.

SECTION 22.9 GENERAL DUTY TO MITIGATE.

(A) Mitigation by the Concessionaire. In all cases where the Concessionaire is entitled to receive any relief from MassDOT or exercise any rights, whether on account of a Supervening Event or otherwise, the Concessionaire shall use all reasonable efforts to mitigate the relief required to be provided to the Concessionaire under this Lease. Such mitigation measures shall include, as applicable, using all reasonable efforts to coordinate with third parties, including Utility Owners and Governmental Authorities, to effectuate an appropriate response and compliance with all procedures and other requirements necessary to obtain any available waiver or exemption from Taxes that would otherwise be borne directly or indirectly by MassDOT. Upon request from MassDOT, the Concessionaire shall promptly submit a detailed description, supported by all such documentation as MassDOT may reasonably require, of the measures and steps taken by the Concessionaire to mitigate and meet its obligations under this Section 22.9. The failure to exercise all reasonable efforts to mitigate relief shall be grounds for a commensurate reduction of relief under this Lease.

(B) Mitigation by MassDOT. In all cases where MassDOT is entitled to receive from the Concessionaire any compensation, costs or damages, but not in any other cases and not with regard to Rent payable by the Concessionaire hereunder, MassDOT shall use all reasonable efforts to mitigate such amount required to be paid by the Concessionaire to MassDOT under this Lease; provided that such obligation shall not require MassDOT to:

(1) Take any action which is contrary to the public interest, as determined by MassDOT, acting reasonably;

(2) Undertake any mitigation measures that might be available arising out of its status as a Governmental Authority, but which measure would not normally be available to a private commercial party;

(3) Make or agree to any adjustment to the Rent payable by the Concessionaire; or

(4) Alter its Liquidated Damage Rights.

MassDOT shall have no obligation to mitigate, implied or otherwise, except as set forth in this Section 22.9(B) or as otherwise expressly provided in this Lease. Upon request by the

Concessionaire, MassDOT shall promptly submit a detailed description, supported by all such documentation as the Concessionaire may reasonably require, of the measures and steps taken by MassDOT to mitigate and meet its obligations under this Section 22.9(B).

SECTION 22.10 LEASE AGREEMENT ADMINISTRATION.

(A) Designation of MassDOT Contract Representative. MassDOT shall designate in writing to the Concessionaire an individual or individuals (the "**MassDOT Contract Representative**") who, subject to Section 22.10(B), shall be authorized to make decisions and bind MassDOT, or to obtain approval from their principal which shall bind such principal, on matters relating to this Lease. MassDOT may change such designation by written notice to the Concessionaire.

(B) Authority of MassDOT Contract Representative. The MassDOT Contract Representative shall have limited authority with respect to the implementation of this Lease, and, except as expressly authorized by MassDOT in accordance with the Applicable Law that generally governs its affairs, cannot bind MassDOT with respect to any Change Order or other Amendment. Within such limitations, the Concessionaire shall be entitled to rely on the written directions of the MassDOT Contract Representative. The MassDOT Contract Representative shall have the right at any time to issue to the Concessionaire a written request for information relating to this Lease. Any written request designated as a "priority request" shall be responded to by the Concessionaire within three (3) Business Days.

(C) Administrative Communications. The Parties recognize that a variety of Lease administrative matters will routinely arise throughout the Term. These matters will by their nature involve requests, notices, questions, assertions, responses, objections, reports, claims, and other communications made personally, in meetings, by phone, by mail and by electronic and computer communications. The purpose of this Section 22.10 is to set forth a process by which the resolution of these matters, once resolution is reached, can be formally reflected in the common records of the Parties so as to permit the orderly and effective administration of this Lease.

(D) Contract Administration Memoranda. The principal formal tool for the administration of routine matters arising under this Lease between the Parties which do not require an Amendment shall be a "**Contract Administration Memorandum**". A Contract Administration Memorandum shall be prepared, once all preliminary communications have been concluded, to evidence the resolution reached by MassDOT and the Concessionaire as to matters of interpretation and application arising during the course of the performance of their obligations hereunder. Such matters may include, for example:

(1) Issues as to the meaning, interpretation or application of this Lease in particular circumstances or conditions;

(2) Calculations required to be made;

(3) Notices, waivers, releases, satisfactions, confirmations, further assurances, consents and approvals given hereunder; and

(4) Other similar routine contract administration matters.

(E) Procedure. Either Party may request the execution of a Contract Administration Memorandum. When resolution of the matter is reached, a Contract Administration Memorandum shall be prepared by or at the direction of MassDOT reflecting the resolution. Contract Administration Memoranda shall be serially numbered, dated, and signed by the MassDOT Contract Representative and the Concessionaire Contract Representative. MassDOT and the Concessionaire each shall maintain a parallel, identical file of all Contract Administration Memoranda, separate and distinct from the Amendments and all other documents relating to the administration and performance of this Lease.

(F) Effect. Executed Contract Administration Memoranda shall serve to guide the ongoing interpretation and application of the terms and conditions of this Lease.

SECTION 22.11 AMENDMENTS. Notwithstanding the provisions of Section 22.10, no material change, alteration, revision or modification of the terms and conditions of this Lease shall be made except through a written amendment to this Lease (an "**Amendment**") duly authorized, approved or ratified by MassDOT in accordance with Applicable Law and duly authorized by the Concessionaire. Amendments shall be dated and signed by representatives of the Parties with all requisite authority to bind the Parties in connection with any such Amendment. The Parties acknowledge and agree that a Change Order is an Amendment. Amendments shall require the approval of persons designated by MassDOT at the time the Amendment is executed.

SECTION 22.12 WAIVERS. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option unless this Lease specifies otherwise. A receipt by MassDOT of Rent with knowledge of the breach of any covenant herein shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by both MassDOT and the Concessionaire. No approvals or verifications by MassDOT under this Lease constitute in any manner a waiver by MassDOT of the Concessionaire's responsibilities set forth herein.

SECTION 22.13 BINDING EFFECT. This Lease shall inure to the benefit of and shall be binding upon MassDOT and the Concessionaire and any assignee acquiring an interest hereunder consistent with Article 15 (Assignment/Subleasing and Change in Control).

SECTION 22.14 NOTICES. Every notice, demand, consent, approval or other instrument required or permitted to be given under this Lease shall be in writing, and delivered by messenger, overnight courier service that provides evidence of receipt, or by email transmission sent with confirmation of delivery and addressed as follows:

If to MassDOT:

Massachusetts Department of Transportation
State Transportation Building
Ten Park Plaza
Boston, MA 02116
Attention: Office of Real Estate and Economic Development
Email:_____

with copies to:

Massachusetts Department of Transportation
State Transportation Building
Ten Park Plaza
Boston, MA 02116
Attention: General Counsel
and
MassDOT – District <>
Massachusetts Department of Transportation
<>
<>
Attn: <>
Email:_____

If to Concessionaire:

<>

with copies to:

<>
and
<>

or in the case of either Party to such other address as that Party from time to time shall have designated by written notice given to the other Party. All such notices shall be effective upon receipt or refusal of delivery, whichever shall first occur.

In the case of submittals of plans and specifications to MassDOT, the Concessionaire shall also send copies to:

Massachusetts Department of Transportation
State Transportation Building
Ten Park Plaza
Boston, MA 02116
Attention: Chief Engineer

and

District Engineer
Massachusetts Department of Transportation
<>
<>
<>

SECTION 22.15 NOTICE OF LITIGATION. In the event the Concessionaire or MassDOT receives notice of any Legal Proceedings, claims, or investigations in connection with the Project, the Party receiving such notice shall give the other Party timely notice of such proceedings and shall inform the other Party in advance of all hearings regarding such proceedings. For purposes of this Section 22.15 only, "timely notice" shall be deemed given if the receiving Party has a reasonable opportunity to provide objections or comments or to proffer to assume the defense or prosecution of the matter in question, given the deadlines for response established by the relevant rules of procedure.

SECTION 22.16 FURTHER ASSURANCES. The Parties will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to this Lease or for the purpose of establishing compliance with the representations, warranties and obligations of this Lease.

SECTION 22.17 NO ACCORD AND SATISFACTION. No payment by the Concessionaire, or acceptance by MassDOT, of a lesser amount than shall be due from the Concessionaire to MassDOT shall be treated otherwise than as a payment on account of the earliest installment of any payment due from the Concessionaire, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and MassDOT may accept any such check or payment without prejudice to any other rights or remedies which MassDOT may have to recover the balance of such payment or pursue any other remedy provided herein or by law. The delivery of keys (or any similar act) to MassDOT shall not operate as a termination of this Lease or an acceptance or a surrender of the Service Plazas.

SECTION 22.18 RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed as creating the relationship of principal and agent or of partnership or of joint venture between MassDOT and the Concessionaire, it being understood and agreed that the relationship between MassDOT and Concessionaire is a relationship of landlord and tenant.

SECTION 22.19 COUNTERPARTS, APPLICABLE LAW, ENTIRE AGREEMENT AND REPRODUCTIONS. This Lease may be executed in counterparts and all such counterparts shall constitute one and the same Lease. This Lease shall be construed as a sealed instrument and shall be governed by the internal laws of the Commonwealth of Massachusetts. This Lease together with all Exhibits and Appendices contains all of the agreements between MassDOT and the Concessionaire relating in any way to the Service Plazas, except for the Transition Agreement and sections <> of the Proposal, and supersedes all prior

agreements, including, without limitation, the RFP (except for the Transition Agreement and sections <> of the Proposal) and dealings between them. This Lease and all consents, notices, approvals, verifications and all other related documents may be reproduced by any Party by photographic, microfilm, microfiche or other reproduction process and the originals may be destroyed; and each Party agrees that any reproductions shall be as admissible in evidence in any judicial or administrative proceeding as the original itself (whether or not the original is in existence and whether or not reproduction was made in the regular course of business), and that any further reproduction of such reproduction shall likewise be admissible.

SECTION 22.20 PAYMENTS OF INTEREST. If any payment in the nature of interest provided for in this Lease, including the Overdue Rate, shall exceed the maximum interest permitted under controlling law, as established by final judgment of a court, then such interest shall instead be at the maximum permitted interest rate as established by such judgment.

SECTION 22.21 RULE AGAINST PERPETUITIES. If any circumstance of fact or rule of law shall forbid or frustrate the vesting in MassDOT of title to any improvements, then notwithstanding any other terms of this Lease such vesting of title shall occur not later than twenty-one (21) years after the death of the last survivor of the undergraduate graduating class of the University of Massachusetts Amherst in the year next preceding the Commencement Date.

SECTION 22.22 TIME OF THE ESSENCE. Time is of the essence of each and every covenant and each and every date herein contained in respect of the Concessionaire's obligations under this Lease.

SECTION 22.23 SUBMISSION NOT AN OFFER. The submission of this Lease for examination does not constitute an offer to lease, it being understood that neither MassDOT nor the Concessionaire shall be legally bound by this Lease unless and until this Lease has been executed and delivered by both MassDOT and the Concessionaire.

SECTION 22.24 EXPENSES ON CONSENTS AND APPROVALS. Whenever the Concessionaire requests MassDOT's consent, approval or verification to or with respect to any matter under or with respect to this Lease, whether or not such consent, approval or verification is provided for in this Lease, but excluding consents under Article 15 which are governed by Section 15.4, the Concessionaire shall pay to MassDOT, within thirty (30) days after demand (unless a different time period applicable thereto is otherwise expressly provided in this Lease), as Additional Rent, any actual and reasonable out of pocket expense incurred by MassDOT (including reasonable attorneys' fees) in connection therewith and such other fees and expenses as may be specifically set forth in this Lease, subject to any express limitations, if any, set forth in this Lease.

SECTION 22.25 TRANSFER OF MASSDOT'S INTEREST. The Concessionaire acknowledges that MassDOT has the right to transfer all or any portion of its interest in the Service Plazas and the Concessionaire agrees that, in the event of any such transfer, MassDOT shall automatically be released from all liability and obligations under this Lease which accrue, arise or are to be performed from and after the date of such transfer and the Concessionaire agrees to look solely to such transferee for the performance of MassDOT's obligations hereunder which accrue,

arise or are to be performed from and after the date of transfer, and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by the "landlord" which accrue, arise or are to be performed from and after the date of such transfer.

SECTION 22.26 NO DEDICATION. The Concessionaire shall not suffer or permit the Service Plazas or any portion thereof to be used by the public without restriction or in such manner as might impair MassDOT's title to the Service Plazas, or any portion thereof, or in such manner as might constitute a basis for a claim or claims of adverse usage, adverse possession or prescription by the public, or of implied dedication of the Service Plazas or any portion thereof. The Concessionaire hereby acknowledges that MassDOT does not hereby consent, expressly or by implication, to the unrestricted use or possession of the whole or any portion of the Service Plazas by the public.

SECTION 22.27 SEVERABILITY. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is held to be invalid, unenforceable or illegal to any extent, such provision shall be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Lease. If any such provision of this Lease is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Lease nearly as possible to its original intent and effect.

SECTION 22.28 DRAFTING RESPONSIBILITY. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Lease to the effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

SECTION 22.29 THIRD-PARTY RIGHTS. This Lease is exclusively for the benefit of MassDOT and the Concessionaire and shall not provide any third parties (with the sole exceptions of the rights of any Collective Indemnitee as provided in Article 18 (Indemnification) and of the Lenders as provided in the Lender's Remedies Agreement, if applicable) with any remedy, claim, liability, reimbursement, cause of action or other rights.

SECTION 22.30 NO RELOCATION BENEFITS. The Concessionaire acknowledges that it shall not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§4601 et seq.), and the regulations promulgated thereunder.

SECTION 22.31 NEGATIVE IMPACTS. The Concessionaire is aware that the Transportation Facilities and Uses are conducted on or in the vicinity of the Service Plazas, and that the Transportation Facilities and Uses and other uses by or on behalf of MassDOT or its successors or assigns may, directly or indirectly, subject Concessionaire or the Service Plazas to certain potentially negative impacts, including, without limitation, noise, odor, vibrations, electromagnetic fields, electrical interference, particles, pollution, fumes and hazardous materials (collectively, the "**Negative Impacts**"). The Concessionaire acknowledges and agrees that the Concessionaire is taking possession of the Service Plazas subject to and taking into consideration

such Transportation Facilities and Uses and the Negative Impacts. Furthermore, the Concessionaire, for itself, its Affiliates, successors and assigns, including, without limitation, all Project Contractors, subtenants, licensees, or occupants of all or any portion of the Service Plazas, agrees that the Concessionaire shall: (1) not sue (and will not encourage or assist others to sue) or commence any action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against MassDOT or any MassDOT Person arising out of any Negative Impacts or any of the Transportation Facilities and Uses, and (2) release MassDOT and all MassDOT Persons from any claim, demand, lawsuit or cause of action in law or equity arising out of any of, or related to, any Negative Impacts or any of the Transportation Facilities and Uses. "**Transportation Facilities and Uses**" shall mean the following: MassDOT's mass transportation activities, facilities, and improvements (including, without limitation, the Turnpike, Highways, and such other roadways under MassDOT jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives on the day and year first above written.

LANDLORD:

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

By:_____
Name:_____
Title:_____

CONCESSIONAIRE:

_____

By:_____
Name:_____
Title:_____

Exhibit B. *Maintenance/ Lease Area*

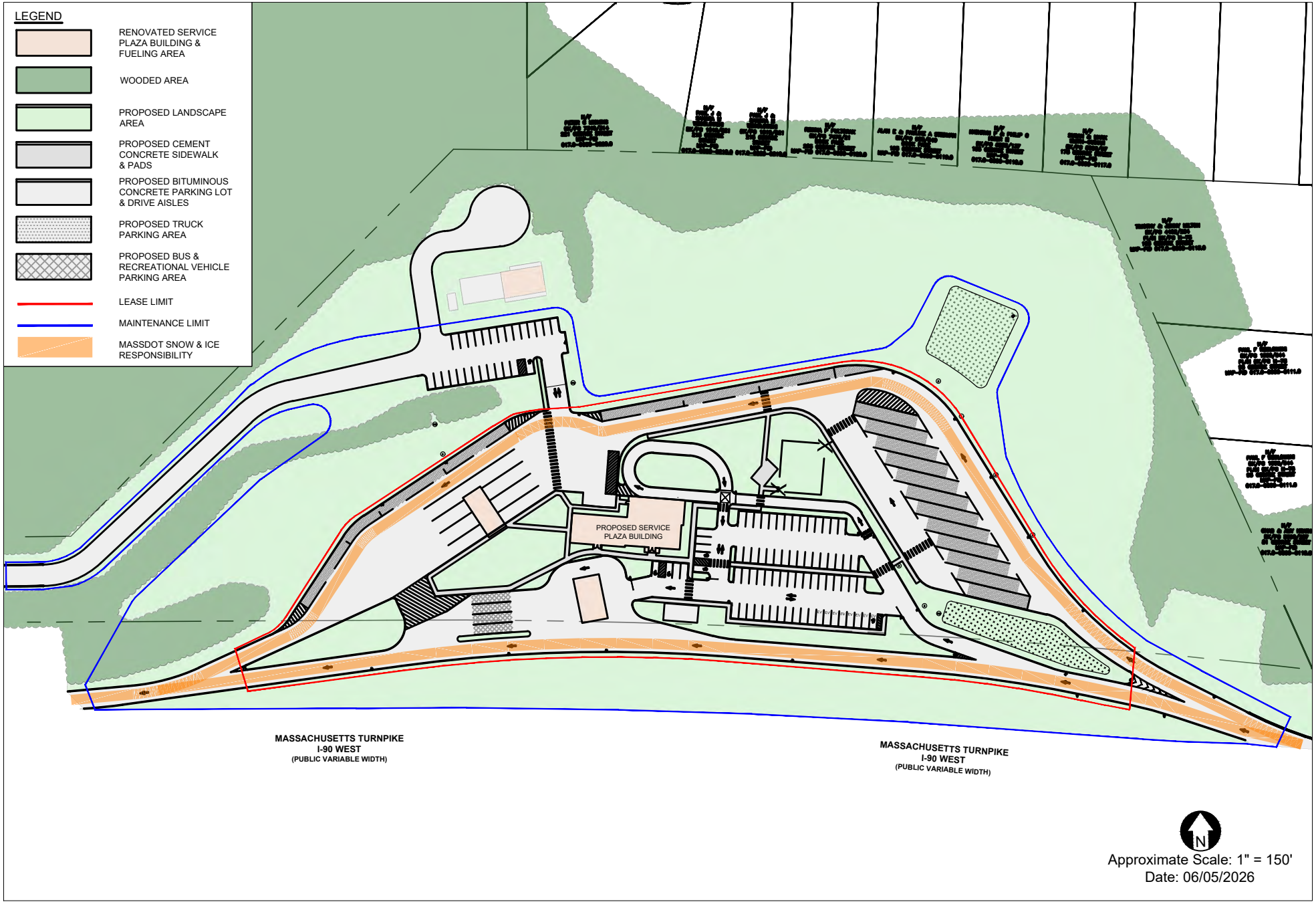
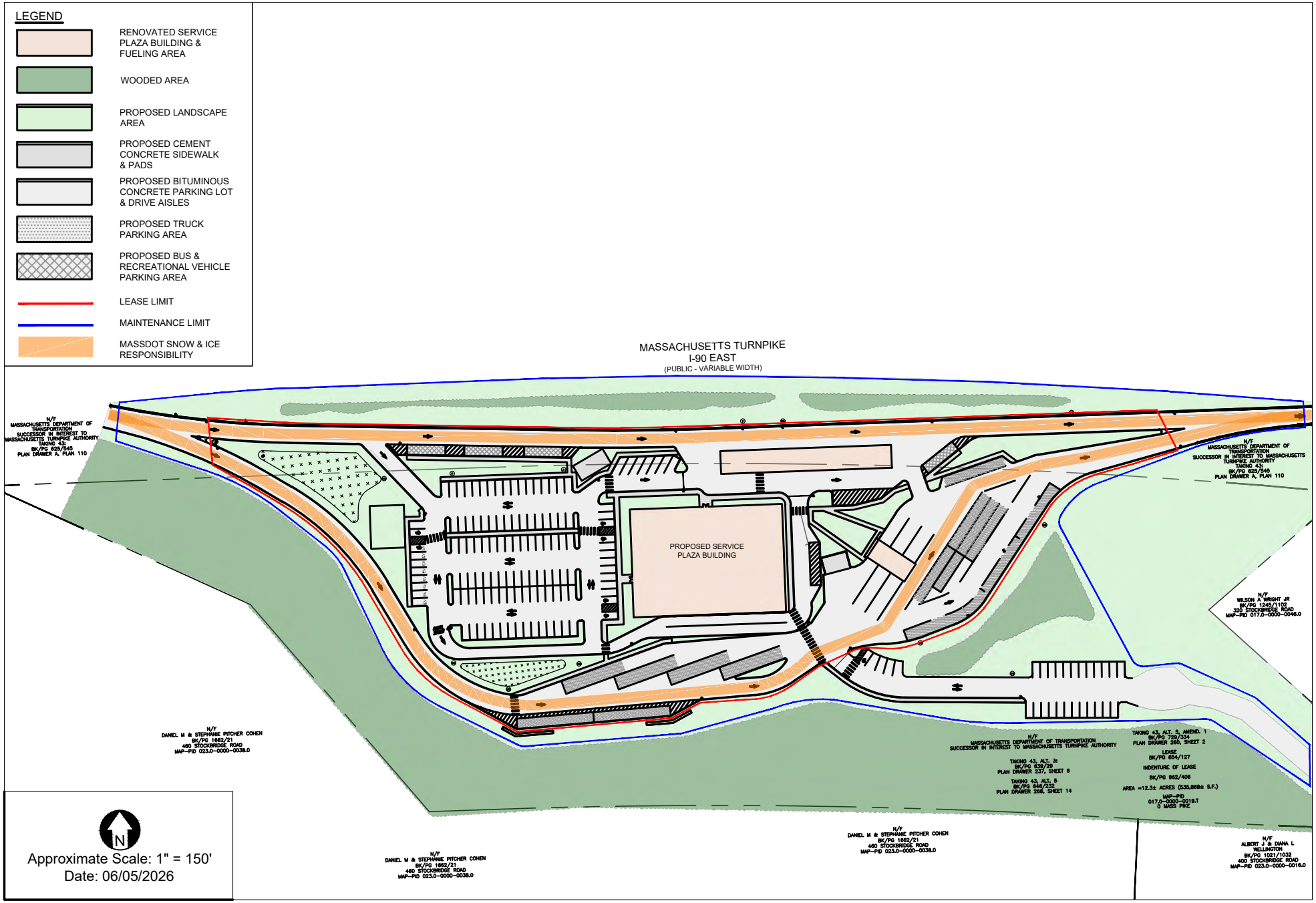
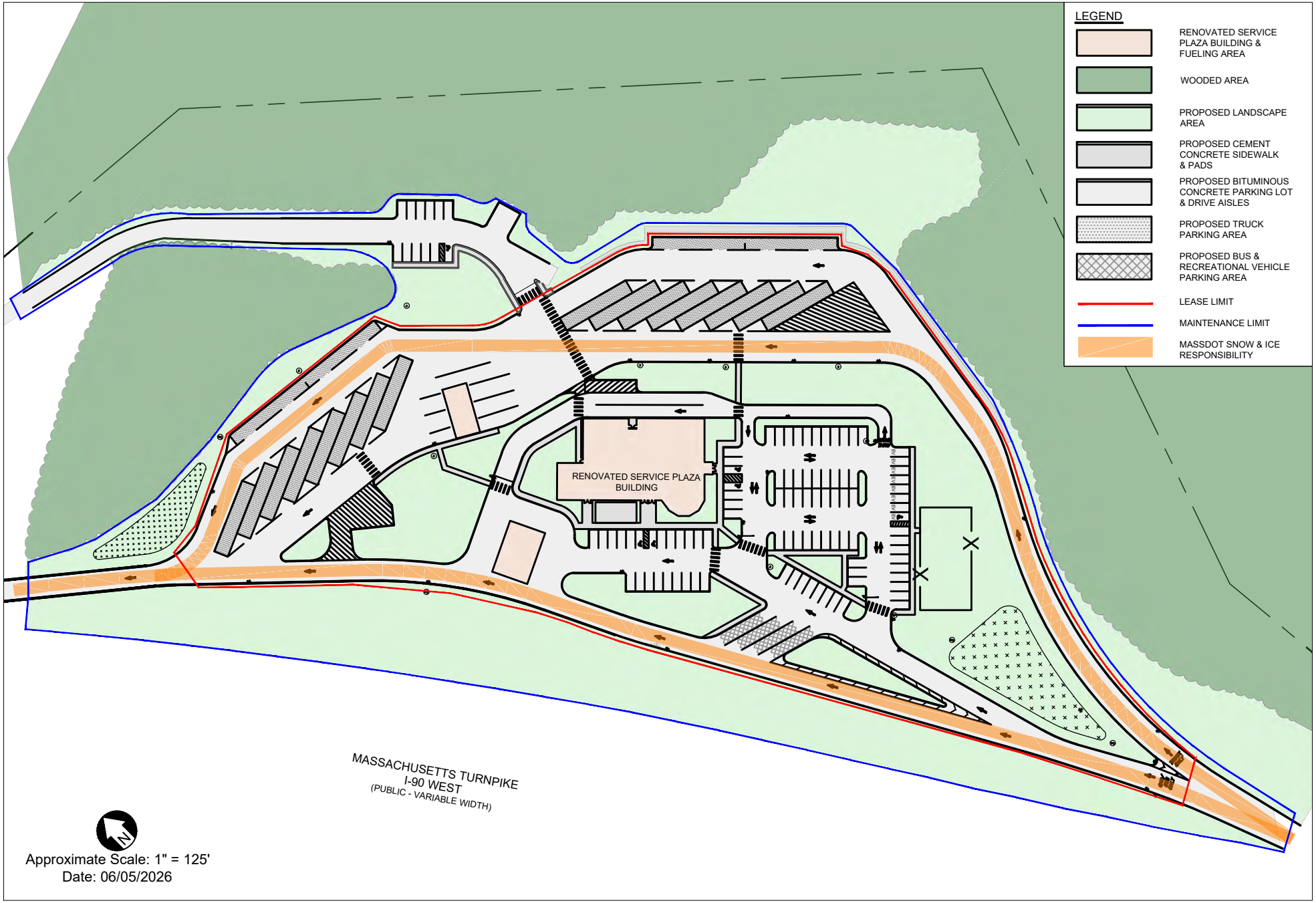
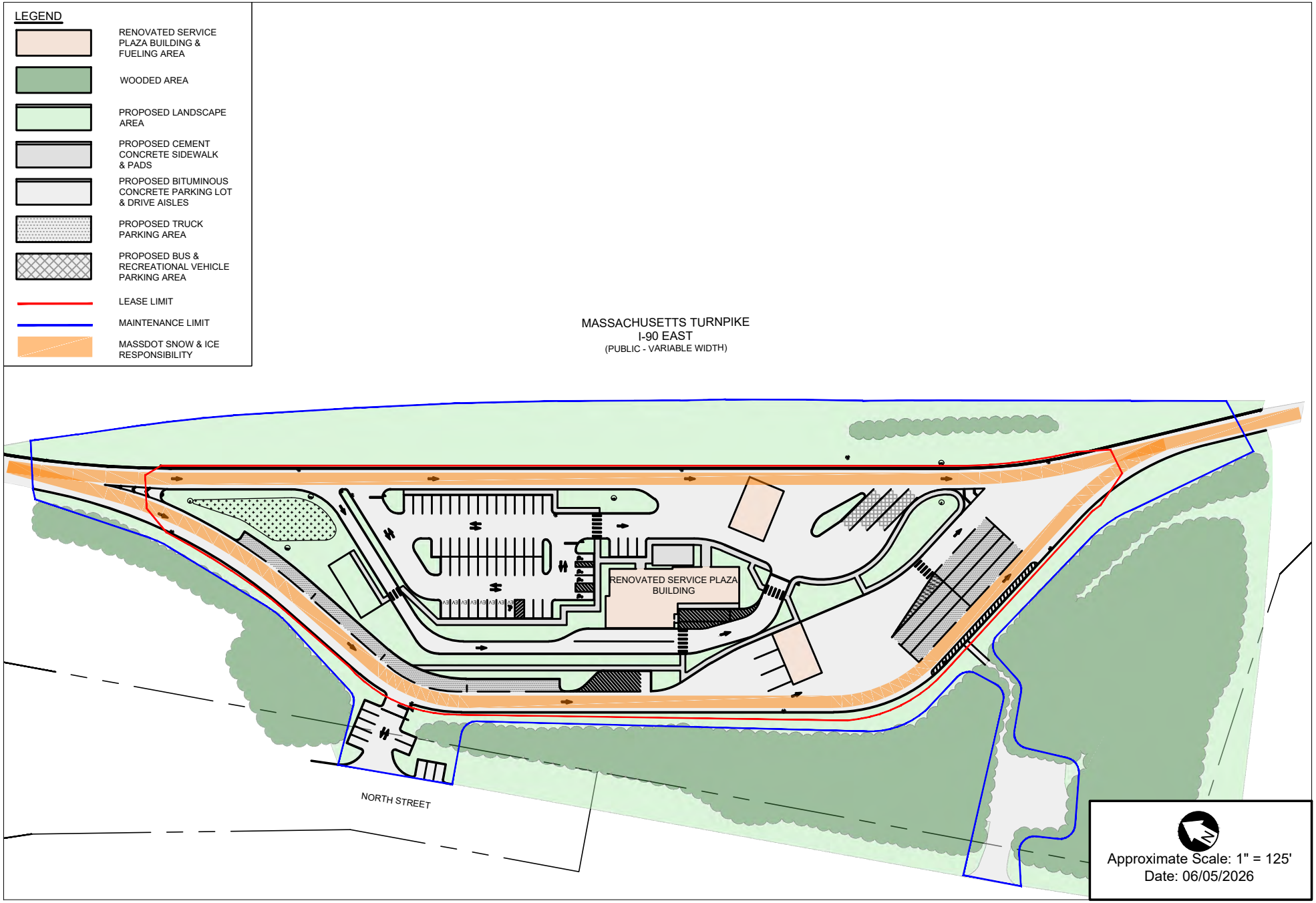
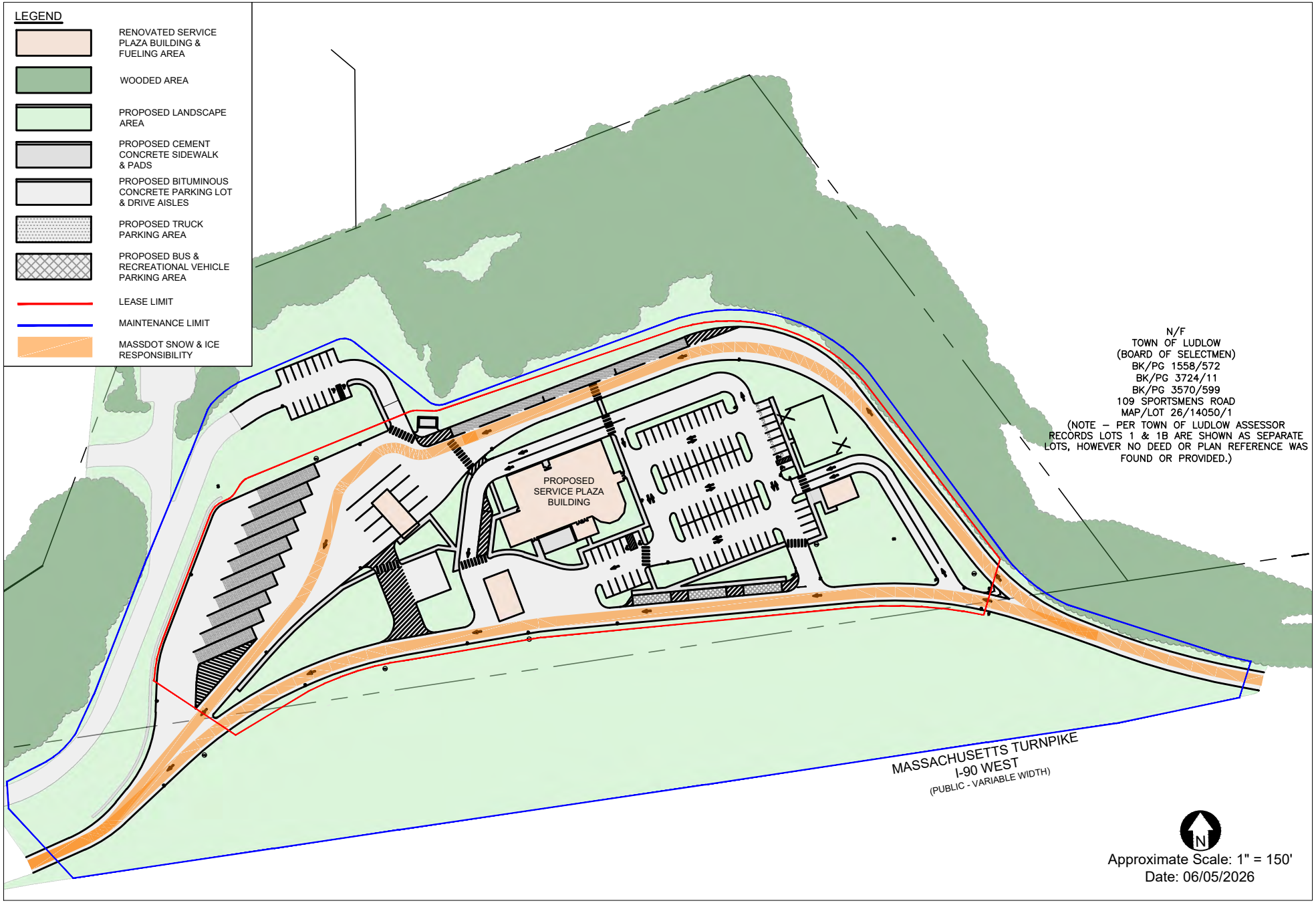


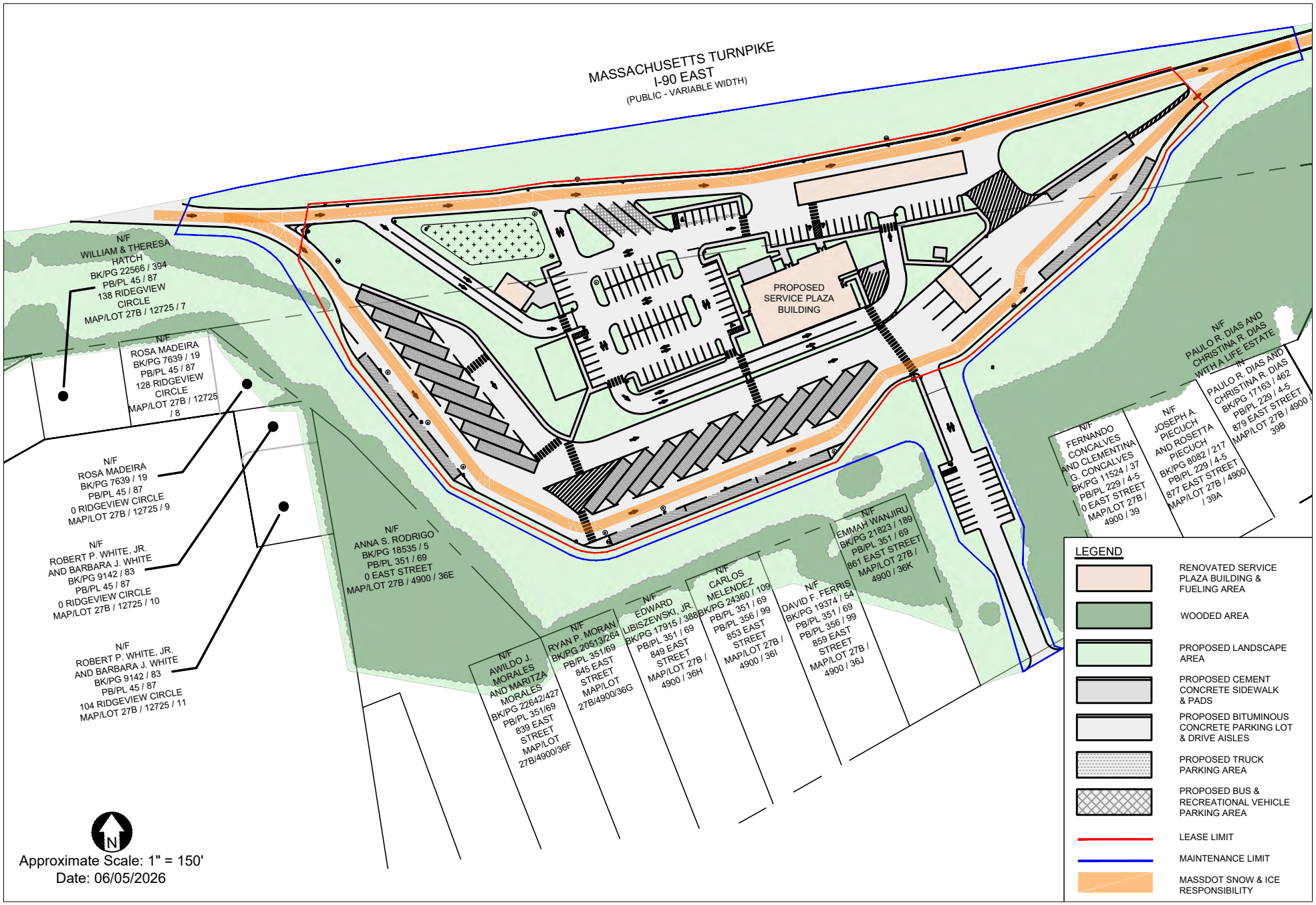
Exhibit B. *Maintenance/ Lease Area*




LEGEND
RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
WOODED AREA
PROPOSED LANDSCAPE AREA
PROPOSED CEMENT CONCRETE SIDEWALK & PADS
PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
PROPOSED TRUCK PARKING AREA
PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA
LEASE LIMIT
MAINTENANCE LIMIT
MASSDOT SNOW & ICE RESPONSIBILITY
RENOVATED SERVICE PLAZA BUILDING
MASSACHUSETTS TURNPIKE
I-90 WEST
(PUBLIC - VARIABLE WIDTH)
N
Approximate Scale: 1" = 125'
Date: 06/05/2026


LEGEND
RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
WOODED AREA
PROPOSED LANDSCAPE AREA
PROPOSED CEMENT CONCRETE SIDEWALK & PADS
PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
PROPOSED TRUCK PARKING AREA
PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA
LEASE LIMIT
MAINTENANCE LIMIT
MASSDOT SNOW & ICE RESPONSIBILITY
MASSACHUSETTS TURNPIKE
I-90 EAST
(PUBLIC - VARIABLE WIDTH)
RENOVATED SERVICE PLAZA BUILDING
NORTH STREET
Approximate Scale: 1" = 125'
Date: 06/05/2026


LEGEND
RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
WOODED AREA
PROPOSED LANDSCAPE AREA
PROPOSED CEMENT CONCRETE SIDEWALK & PADS
PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
PROPOSED TRUCK PARKING AREA
PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA
LEASE LIMIT
MAINTENANCE LIMIT
MASSDOT SNOW & ICE RESPONSIBILITY
PROPOSED SERVICE PLAZA BUILDING
N/F
TOWN OF LUDLOW
(BOARD OF SELECTMEN)
BK/PG 1558/572
BK/PG 3724/11
BK/PG 3570/599
109 SPORTSMENS ROAD
MAP/LOT 26/14050/1
(NOTE – PER TOWN OF LUDLOW ASSESSOR RECORDS LOTS 1 & 1B ARE SHOWN AS SEPARATE LOTS, HOWEVER NO DEED OR PLAN REFERENCE WAS FOUND OR PROVIDED.)
MASSACHUSETTS TURNPIKE
I-90 WEST
(PUBLIC - VARIABLE WIDTH)
N
Approximate Scale: 1" = 150'
Date: 06/05/2026


MASSACHUSETTS TURNPIKE
I-90 EAST
(PUBLIC - VARIABLE WIDTH)
PROPOSED SERVICE PLAZA BUILDING
N/F WILLIAM & THERESA HATCH BK/PG 22566 / 394 PB/PL 45 / 87 138 RIDEGVIEW CIRCLE MAP/LOT 27B / 12725 / 7
N/F ROSA MADEIRA BK/PG 7639 / 19 PB/PL 45 / 87 128 RIDGEVIEW CIRCLE MAP/LOT 27B / 12725 / 8
N/F ROSA MADEIRA BK/PG 7639 / 19 PB/PL 45 / 87 0 RIDGEVIEW CIRCLE MAP/LOT 27B / 12725 / 9
N/F ROBERT P. WHITE, JR. AND BARBARA J. WHITE BK/PG 9142 / 83 PB/PL 45 / 87 0 RIDGEVIEW CIRCLE MAP/LOT 27B / 12725 / 10
N/F ROBERT P. WHITE, JR. AND BARBARA J. WHITE BK/PG 9142 / 83 PB/PL 45 / 87 104 RIDGEVIEW CIRCLE MAP/LOT 27B / 12725 / 11
N/F ANNA S. RODRIGO BK/PG 18535 / 5 PB/PL 351 / 69 0 EAST STREET MAP/LOT 27B / 4900 / 36E
N/F AWILDO J. MORALES AND MARITZA MORALES BK/PG 22642/427 PB/PL 351/69 839 EAST STREET MAP/LOT 27B/4900/36F
N/F RYAN P. MORAN BK/PG 20513/264 PB/PL 351/69 845 EAST STREET MAP/LOT 27B/4900/36G
N/F EDWARD LIBISZEWSKI, JR. BK/PG 17915 / 388 PB/PL 351 / 69 849 EAST STREET MAP/LOT 27B / 4900 / 36H
N/F CARLOS MELENDEZ BK/PG 24360 / 109 PB/PL 351 / 69 PB/PL 356 / 99 853 EAST STREET MAP/LOT 27B / 4900 / 36I
N/F DAVID F. FERRIS BK/PG 19374 / 54 PB/PL 351 / 69 PB/PL 356 / 99 859 EAST STREET MAP/LOT 27B / 4900 / 36J
N/F EMMAH WANJIRU BK/PG 21823 / 189 PB/PL 351 / 69 861 EAST STREET MAP/LOT 27B / 4900 / 36K
N/F FERNANDO CONCALVES AND CLEMENTINA G. CONCALVES BK/PG 11524 / 37 PB/PL 229 / 4-5 0 EAST STREET MAP/LOT 27B / 4900 / 39
N/F JOSEPH A. PIECUCH AND ROSETTA PIECUCH BK/PG 8082 / 217 PB/PL 229 / 4-5 877 EAST STREET MAP/LOT 27B / 4900 / 39A
N/F PAULO R. DIAS AND CHRISTINA R. DIAS BK/PG 17163 / 462 PB/PL 229 / 4-5 879 EAST STREET MAP/LOT 27B / 4900 / 39B
N/F PAULO R. DIAS AND CHRISTINA R. DIAS WITH A LIFE ESTATE IN
LEGEND
RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
WOODED AREA
PROPOSED LANDSCAPE AREA
PROPOSED CEMENT CONCRETE SIDEWALK & PADS
PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
PROPOSED TRUCK PARKING AREA
PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA
LEASE LIMIT
MAINTENANCE LIMIT
MASSDOT SNOW & ICE RESPONSIBILITY
N
Approximate Scale: 1" = 150'
Date: 06/05/2026

SERVICE PLAZAS RFP - ILLUSTRATIVE BASE TECHNICAL CONCEPT PACKAGE

WESTERN MASSACHUSETTS: TURNPIKE

ARCHITECTURAL BTC PURPOSE & INTENT

1. This package establishes the baseline intent and planning criteria for MassDOT Service Plaza renovations and new construction.
2. Base Technical Concept (BTC) diagrams included in the following pages are conceptual and illustrate program relationships, preferred adjacencies, and approximate sizes only.
3. Dimensions are approximate and rounded to the nearest 10 feet. Final grids, wall locations, bay sizes, structural systems, and equipment layouts shall be developed by the Concessionaire.
4. The Concessionaire shall provide Conceptual (Schematic) Design stage drawings for each of the 18 sites.
5. Building interiors and site information is preliminary, and for diagrammatic purposes only. Existing interior layouts are diagrammatic and convey spatial relationships only.
6. Concessionaires may refine, relocate, remove, and reconstruct building and site elements as defined in section "C. Building Types" below, as necessary to support and improve public space function, access, and operations.
7. Restroom and BOH sizes and locations are conceptual. Restroom facilities shall meet all applicable code requirements.
8. All information, layouts, fixture counts, underground and above ceiling routing of systems, and dimensions should be verified by and be the responsibility of the Concessionaire or Concessionaire's design agent.
9. BOH operations and layouts shall be coordinated with and flexible to accommodate current and future tenants.
10. Interior refinishing scope refers to replacement or upgrading of interior finishes only and does not include structural modifications.
11. Reconfiguration scope indicates that structural modifications may be required, including selective demolition of exterior walls or roof elements to achieve improved layouts.
12. Existing-to-demo scope refers to removal of the existing building, with potential reuse of slabs or other components where feasible and appropriate for new construction.
13. New Construction refers to a fully new building, designed to meet modern program, operational, and performance requirements.
14. Assume refinements required to the parking and drive areas by Concessionaires.

TABLE OF CONTENTS

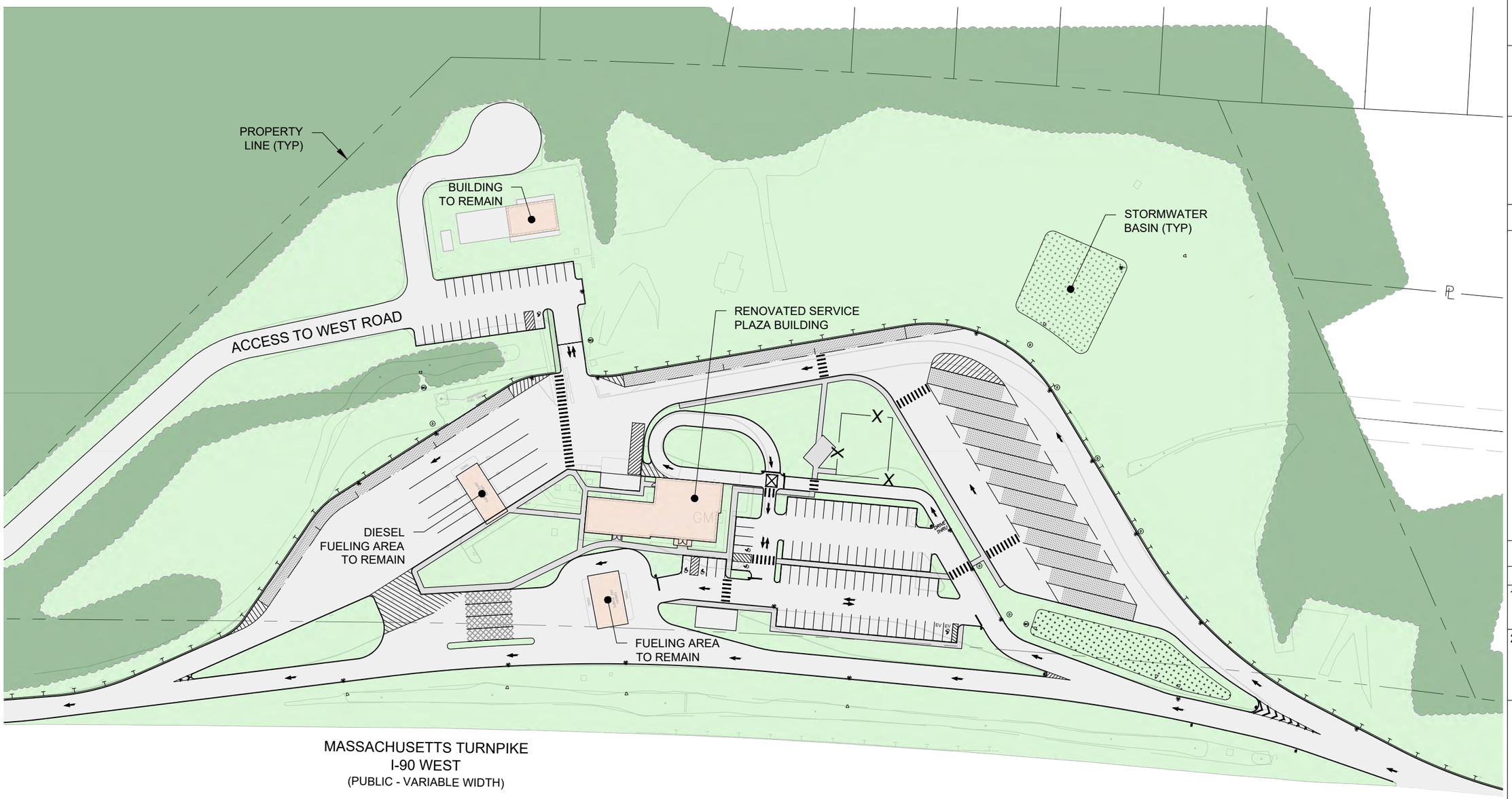
Group	Proposed Project Type	Location
Cover Page		
Western Mass: Turnpike	S	Lee West
Western Mass: Turnpike	L	Lee East
Western Mass: Turnpike	S	Blandford West
Western Mass: Turnpike	S	Blandford East
Western Mass: Turnpike	S	Ludlow West
Western Mass: Turnpike	S	Ludlow East

massDOT

SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

BASE TECHNICAL CONCEPT COVER PAGE



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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

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LEGEND

- BUILDING/FUEL AREA
- WOODED AREA
- LANDSCAPED AREA
- CEMENT CONCRETE AREA
- BITUMINOUS CONCRETE AREA
- TRUCK PARKING AREA
- BUS/RV PARKING AREA

KEYNOTES

#	NOTES
1	SEE CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN FOR DETAILED SITE DESIGN INFORMATION.
2	SEE CONCEPTUAL FLOOR PLANS FOR PROGRAM SUBDIVISIONS, FLOOR PLANS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

N

LEE WESTBOUND SERVICE PLAZA - SITE OVERVIEW PLAN

1" = 100'

C1-1



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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

LEGEND

- TENANTS
- BACK OF HOUSE
- RESTROOM
- PUBLIC SPACES
- INTERIOR REFINISHING
- RECONFIGURATION
- ENTRY

KEYNOTES

#	NOTES
1	PROPOSED ENERGY EFFICIENT VESTIBULE
2	PROPOSED OPERABLE ENERGY EFFICIENT GLASS FACADE
3	PROPOSED DOUBLE-HEIGHT SPACE
4	DEMO EXISTING STRUCTURE AS REQUIRED FOR NEW BUILDING ADDITION

N

LEE WEST - TYPE S - SELECTIVE RENOVATIONS

1/16" = 1'-0" C1-2

N

VEHICULAR SITE AMENITIES	
ELECTRIC VEHICLE CHARGING	2 SPACES
GAS PUMPS	8 PUMPS
DIESEL GAS PUMPS	6 PUMPS

STORMWATER LEGEND

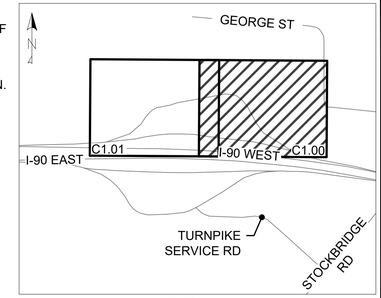
- CATCH BASIN
- DRAIN MANHOLE (D)
- BEST MANAGEMENT PRACTICE (WQ)
- DRAIN LINE
- FLARED END SECTION

REFERENCES

1. EXISTING CONDITIONS SURVEY ENTITLED "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, PLAN OF TOPOGRAPHIC SURVEY OF INTERSTATE 90, IN THE TOWN OF LEE" DATED JANUARY 24, 2024 AND PREPARED BY WSP.

GENERAL NOTES

1. PLAN IS CONCEPTUAL ONLY AND IS NOT INTENDED FOR PERMITTING OR CONSTRUCTION.
2. REGULATORY SIGNAGE WILL REMAIN, SITE WAYFINDING TO BE DESIGNED AT A LATER STAGE.
3. SEE PROPOSED DISPOSITIONS FOR UNDERGROUND FUEL TANKS WITHIN LEASE APPENDIX E, SECTION 4.12.6.1.
4. CONCESSIONAIRE SHALL PROTECT AND RETAIN ALL MONITORING WELLS ONSITE.
5. CONCESSIONAIRE SHALL IDENTIFY ON THE PLAZA REDEVELOPMENT PLANS THE AREAS DESIGNATED FOR FUTURE EV EXPANSION TO MEET THE EV TARGETS OUTLINED IN APPENDIX E, SECTION 4.16, INCLUDING ANY PROPOSED ATCS THAT EXCEED THOSE TARGETS. FOR EXISTING EV OWNERSHIP, REFER TO TABLE 6 OF APPENDIX E.
6. CONCESSIONAIRE SHALL PROVIDE SITE LIGHTING FOR THE STAFF PARKING AREA IN ACCORDANCE WITH THE SITE LIGHTING REQUIREMENTS OUTLINED IN APPENDIX E, SECTION 4.114 AND IDENTIFY ANY RELATED IMPROVEMENTS ON THE PLAZA REDEVELOPMENT PLANS.



KEY PLAN
1" = 500'

PROPOSED PARKING SUMMARY

TYPE		STANDARD DIMENSION	QUANTITY	TOTAL PARKING
PASSENGER VEHICLE (INCLUDING ELECTRIC VEHICLE CHARGING SPACES)	STANDARD PASSENGER VEHICLE	9' X 18'	70 SPACES	88 PASSENGER VEHICLE SPACES *(58 EXISTING VISITOR SPACES)*
	EMPLOYEE PARKING (LOCAL ACCESS)	9' X 18'	12 SPACES	
	ADA PASSENGER VEHICLE	8' X 18' W/ 5' X 18' AISLE	2 SPACES	
	VAN-ACCESSIBLE PASSENGER VEHICLE	8' X 18' W/ 8' X 18' AISLE	4 SPACES	
COACH BUS & RECREATIONAL VEHICLES (RV)		12' X 45'	4 SPACES	4 COACH BUS & RV SPACES
TRUCKS	WB-67	12' X 90'	6 SPACES	18 TRUCK SPACES
	WB-67	16' X 74'	12 SPACES	

MATERIAL LEGEND

- RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

UTILITY NOTES

1. ALL KNOWN LOCATIONS OF EXISTING UTILITIES, WHETHER FIELD LOCATED OR RECORD PLAN ARE SHOWN ON THE EXISTING CONDITIONS SURVEY AS REFERENCED.
2. THE CONCEPTUAL REDEVELOPMENT PLANS SHOW PRELIMINARY BEST MANAGEMENT PRACTICES TO DEPICT A POTENTIAL STORMWATER SOLUTION IN COMPLIANCE WITH THE STORMWATER MANAGEMENT REQUIREMENTS AS OUTLINED IN APPENDIX E. NO DEEP HOLE TESTING HAS BEEN CONDUCTED ONSITE TO DETERMINE SEASONAL HIGH GROUNDWATER TABLE OR UNDERLYING SOIL TEXTURE TO ESTABLISH INFILTRATION RATES.

N/F
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
SUCCESSOR IN INTEREST TO MASSACHUSETTS TURNPIKE AUTHORITY
TAKING 43, ALT. 3:
BK/PG 639/29
PLAN DRAWER 237, SHEET 6
TAKING 43, ALT. 5
BK/PG 646/232
PLAN DRAWER 266, SHEET 14
TAKING 43, ALT. 5, AMEND. 1
BK/PG 729/334
PLAN DRAWER 260, SHEET 2
LEASE (EXPIRED)
BK/PG 669/403
LEASE
BK/PG 701/238
AREA = 16.2± ACRES (707,779± S.F.)

FLEXIBLE WB-67 TRUCK PARKING
INFILTRATION BASIN
WB-67 TRUCK PARKING
PICNIC AREA
"STOP" SIGN
PET RELIEF AREA
DRIVE-THRU LANE
LANDSCAPE MEDIAN
RENOVATED SERVICE PLAZA BUILDING
"DRIVE-THRU TRAFFIC ONLY" SIGN
DRIVE THRU
FARMERS MARKET AREA
"STOP" SIGN
"STOP" AND "LEFT TURN ONLY" SIGN
POTENTIAL EV PARKING SPACES (SEE VEHICULAR SITE AMENITIES TABLE)
"FUEL STAY LEFT" SIGN
TRUCK ROUTE
GUARDRAIL
INFILTRATION BASIN
WOODED AREA
"TRUCK ROUTE, STAY RIGHT" AND "CARS/BUSES/RVS, STAY LEFT" SIGN
TRUCK ONLY
CAR/BUS ONLY
I-90 WESTBOUND OFF-RAMP
"PARKING & DRIVE-THRU TRAFFIC, NEXT RIGHT" SIGN
SERVICE PLAZA PYLON SIGN
"FUEL & ADDITIONAL PARKING, STAY LEFT" SIGN
N/F
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
SUCCESSOR IN INTEREST TO MASSACHUSETTS TURNPIKE AUTHORITY
TAKING 43;
BK/PG 625/545
PLAN DRAWER A, PLAN 110
24'
36'
12'
20'
22'
30'
CONTINUED ON SHEET C1.01

MASSACHUSETTS TURNPIKE
I-90 WEST
(PUBLIC VARIABLE WIDTH)

0 30 60 100
SCALE: 1" = 30'

HOWARD STEIN HUDSON
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Boston, MA 02108
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PREPARED FOR:

MASSACHUSETTS DEPARTMENTOF TRANSPORTATION
10 PARK PLAZA, SUITE 4160
BOSOTN, MA 02116

LEE SERVICE PLAZA
WESTBOUND
MASSACHUSETTS TURNPIKE
LEE, MA 01238
MASSDOT DISTRICT 1

REVISIONS:

NO	BY	DATE	DESCRIPTION

CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

DATE:	07/15/2026
PROJECT NUMBER:	2023125.01
DESIGNED BY:	KL/MB/SK
DRAWN BY:	KL/MB/SK
CHECKED BY:	IM/KE

C1-3

SHEET 1 OF 2

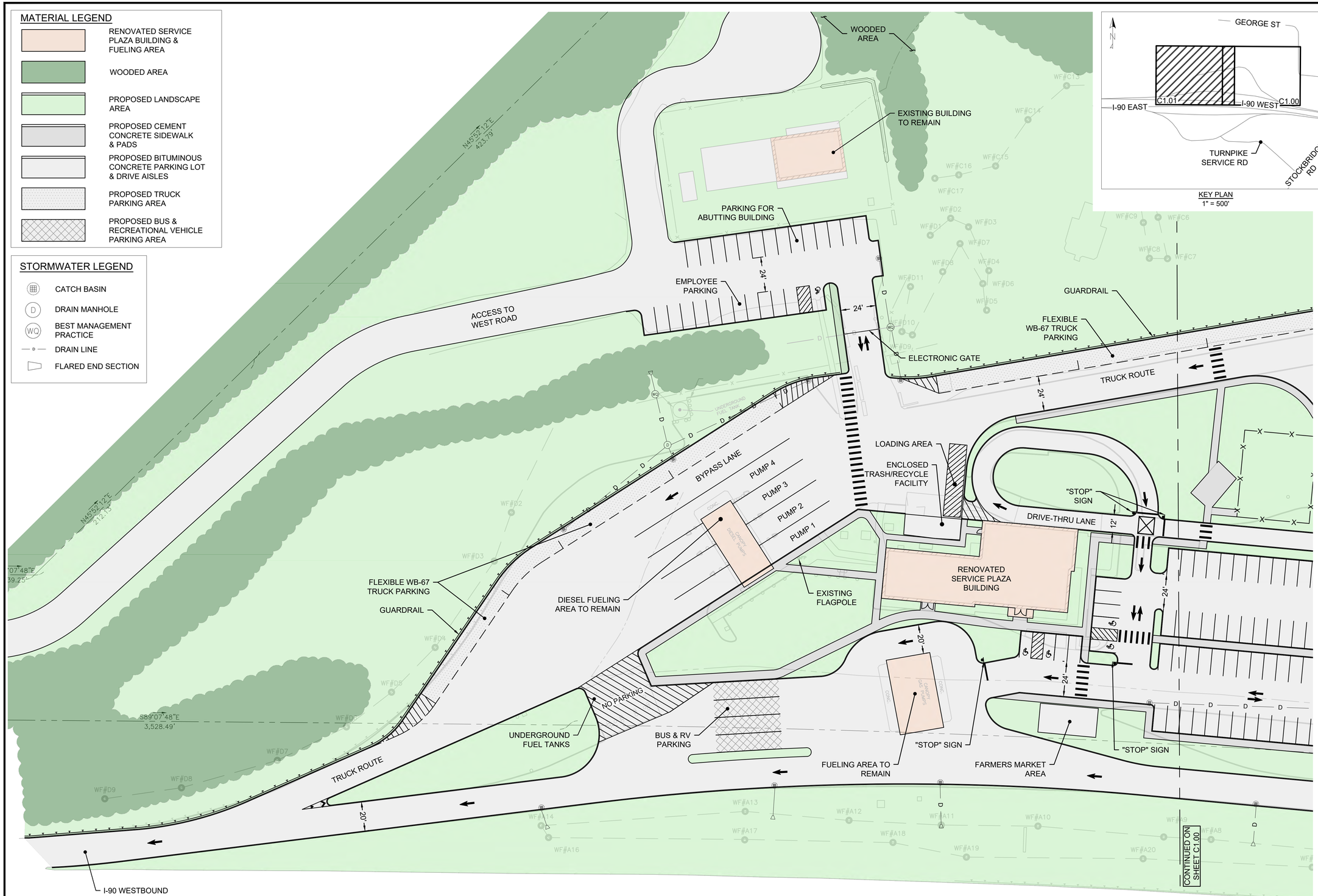
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Last Saved by: KLABBE
Printed by: Kristen LaBrie

MATERIAL LEGEND

- RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

STORMWATER LEGEND

- CATCH BASIN
- DRAIN MANHOLE
- BEST MANAGEMENT PRACTICE
- DRAIN LINE
- FLARED END SECTION



KEY PLAN
1" = 500'

MASSACHUSETTS TURNPIKE
I-90 WEST
(PUBLIC VARIABLE WIDTH)

0 30 60 100
SCALE: 1" = 30'

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PREPARED FOR:

MASSACHUSETTS DEPARTMENTOF TRANSPORTATION
10 PARK PLAZA, SUITE 4160
BOSOTN, MA 02116

LEE SERVICE PLAZA
WESTBOUND
MASSACHUSETTS TURNPIKE
LEE, MA 01238
MASSDOT DISTRICT 1

REVISIONS:

NO	BY	DATE	DESCRIPTION

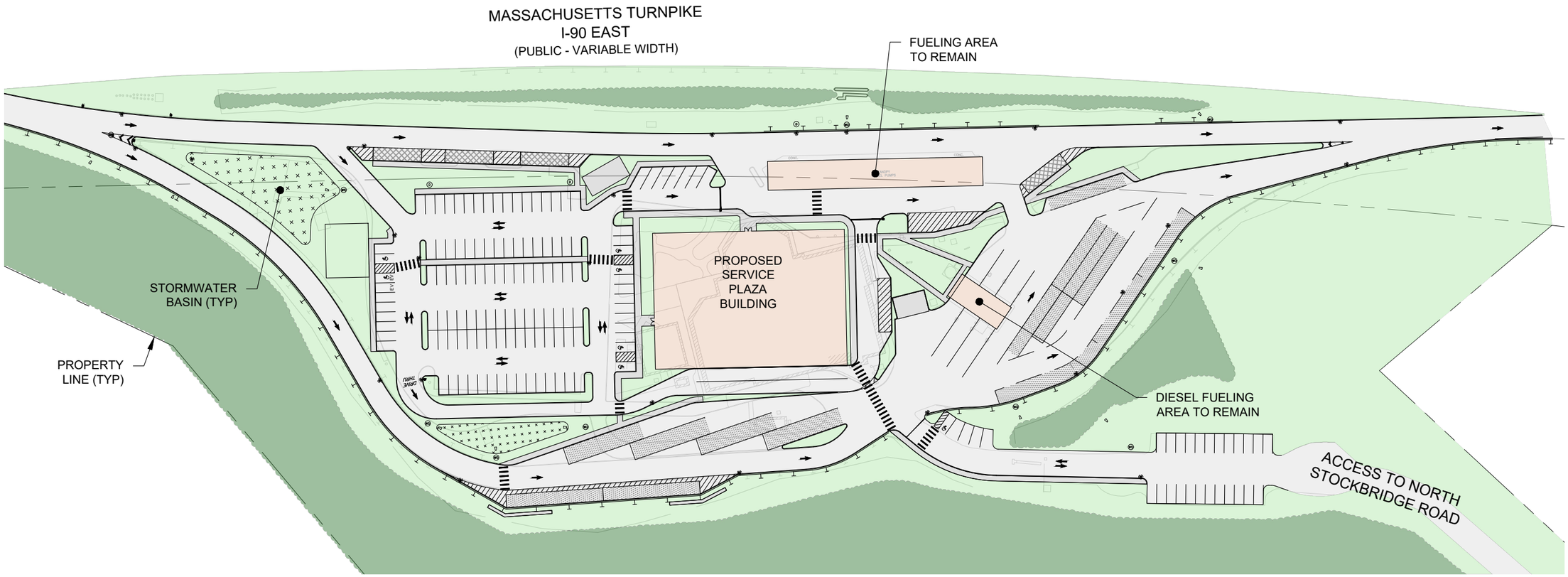
CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

DATE:	07/15/2026
PROJECT NUMBER:	2023125.01
DESIGNED BY:	KL/MB/SK
DRAWN BY:	KL/MB/SK
CHECKED BY:	IM/KE

C1-4

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Last Saved by: KLABRIE
Printed by: Kristen LaBrie



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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

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LEGEND

- BUILDING/FUEL AREA
- WOODED AREA
- LANDSCAPED AREA
- CEMENT CONCRETE AREA
- BITUMINOUS CONCRETE AREA
- TRUCK PARKING AREA
- BUS/RV PARKING AREA

KEYNOTES

#	NOTES
1	SEE CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN FOR DETAILED SITE DESIGN INFORMATION.
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N

LEE EASTBOUND SERVICE PLAZA - SITE OVERVIEW PLAN

1" = 100'

C2-1



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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

LEGEND

- TENANTS
- BACK OF HOUSE
- RESTROOM
- PUBLIC SPACES
- EXISTING TO DEMO
- NEW CONSTRUCTION
- ENTRY

KEYNOTES

#	NOTES
1	PROPOSED ENERGY EFFICIENT VESTIBULE
2	PROPOSED OPERABLE ENERGY EFFICIENT GLASS FACADE
3	PROPOSED DOUBLE-HEIGHT SPACE
4	DEMO EXISTING STRUCTURE AS REQUIRED FOR NEW BUILDING ADDITION

N

LEE EAST - TYPE L - NEW CONSTRUCTION

1/16" = 1'-0" C2-2

N

REFERENCES

1. EXISTING CONDITIONS SURVEY ENTITLED "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, PLAN OF TOPOGRAPHIC SURVEY OF I-90 TRAVEL PLAZAS ALTA/NSPS, IN THE TOWN OF LEE" DATED JANUARY 24, 2024 AND PREPARED BY WSP.

GENERAL NOTES

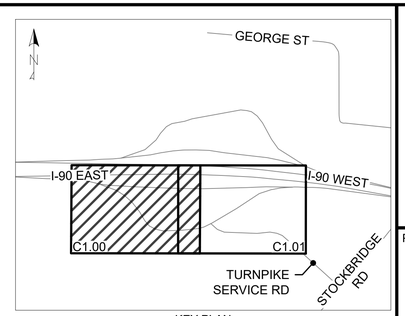
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3. SEE PROPOSED DISPOSITIONS FOR UNDERGROUND FUEL TANKS WITHIN LEASE APPENDIX E, SECTION 4.12.6.1.
4. CONCESSIONAIRE SHALL PROTECT AND RETAIN ALL MONITORING WELLS ONSITE.
5. CONCESSIONAIRE SHALL IDENTIFY ON THE PLAZA REDEVELOPMENT PLANS THE AREAS DESIGNATED FOR FUTURE EV EXPANSION TO MEET THE EV TARGETS OUTLINED IN APPENDIX E, SECTION 4.16, INCLUDING ANY PROPOSED ATCS THAT EXCEED THOSE TARGETS. FOR EXISTING EV OWNERSHIP, REFER TO TABLE 6 OF APPENDIX E.
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VEHICULAR SITE AMENITIES

ELECTRIC VEHICLE CHARGING	2 SPACES
GAS PUMPS	12 PUMPS
DIESEL GAS PUMPS	3 PUMPS

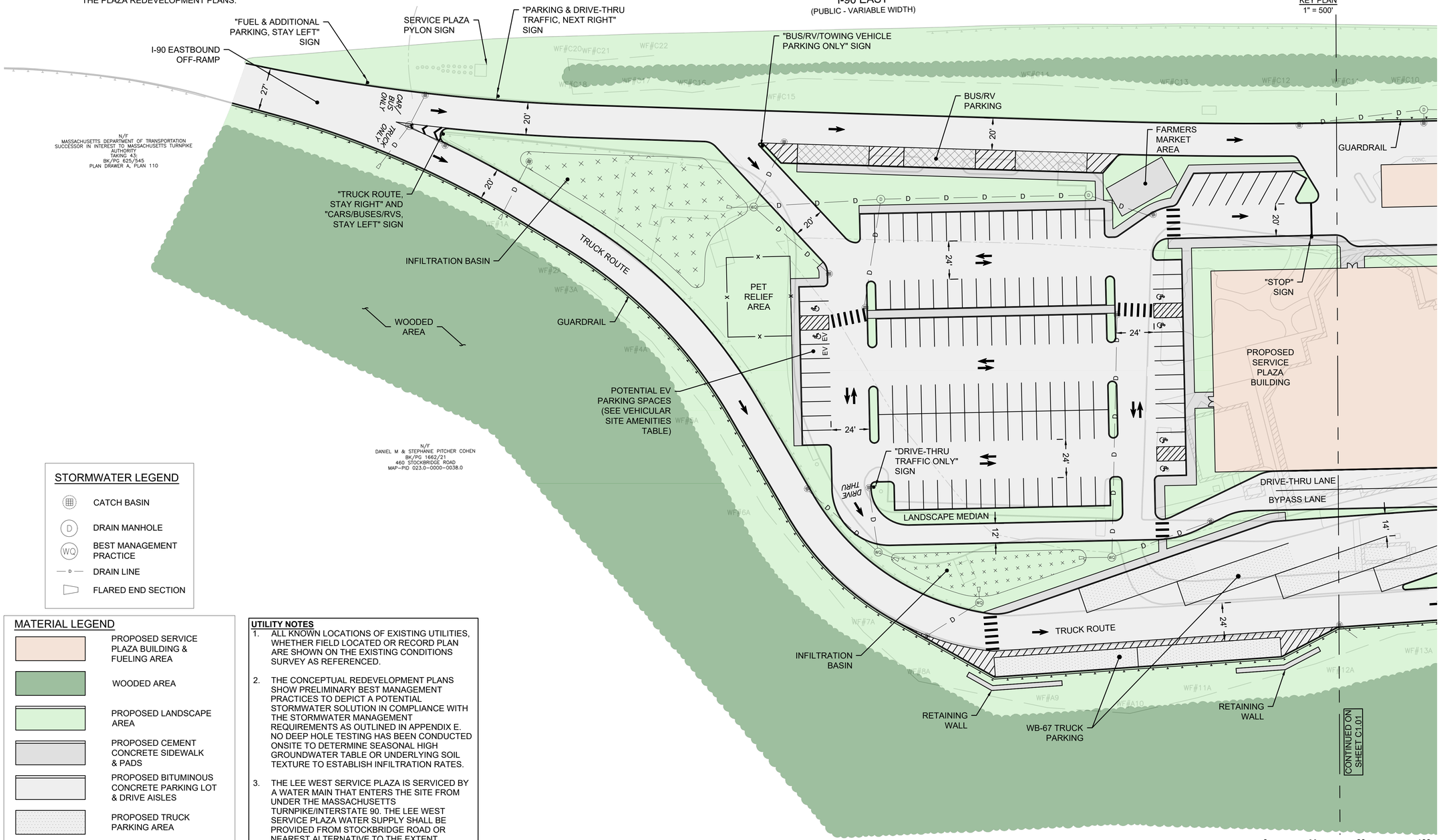
PROPOSED PARKING SUMMARY

TYPE		STANDARD DIMENSION	QUANTITY	TOTAL PARKING
PASSENGER VEHICLE (INCLUDING ELECTRIC VEHICLE CHARGING SPACES)	STANDARD PASSENGER VEHICLE	9' X 18'	120 SPACES	155 PASSENGER VEHICLE SPACES *(124 EXISTING VISITOR SPACES)*
	EMPLOYEE PARKING (LOCAL ACCESS)	9' X 18'	28 SPACES	
	ADA PASSENGER VEHICLE	8' X 18' W/ 5' X 18' AISLE	1 SPACE	
	VAN-ACCESSIBLE PASSENGER VEHICLE	8' X 18' W/ 8' X 18' AISLE	6 SPACES	
COACH BUS & RECREATIONAL VEHICLES (RV)		12' X 45'	4 SPACES	4 COACH BUS & RV SPACES
TRUCKS	WB-67	12' X 74'	10 SPACES	15 TRUCK SPACES
	WB-67	16' X 74'	4 SPACES	
	SU-40	12' X 45'	1 SPACES	



KEY PLAN
1" = 500'

MASSACHUSETTS TURNPIKE
I-90 EAST
(PUBLIC - VARIABLE WIDTH)



STORMWATER LEGEND

- CATCH BASIN
- DRAIN MANHOLE
- BEST MANAGEMENT PRACTICE
- DRAIN LINE
- FLARED END SECTION

MATERIAL LEGEND

- PROPOSED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

UTILITY NOTES

1. ALL KNOWN LOCATIONS OF EXISTING UTILITIES, WHETHER FIELD LOCATED OR RECORD PLAN ARE SHOWN ON THE EXISTING CONDITIONS SURVEY AS REFERENCED.
2. THE CONCEPTUAL REDEVELOPMENT PLANS SHOW PRELIMINARY BEST MANAGEMENT PRACTICES TO DEPICT A POTENTIAL STORMWATER SOLUTION IN COMPLIANCE WITH THE STORMWATER MANAGEMENT REQUIREMENTS AS OUTLINED IN APPENDIX E. NO DEEP HOLE TESTING HAS BEEN CONDUCTED ONSITE TO DETERMINE SEASONAL HIGH GROUNDWATER TABLE OR UNDERLYING SOIL TEXTURE TO ESTABLISH INFILTRATION RATES.
3. THE LEE WEST SERVICE PLAZA IS SERVICED BY A WATER MAIN THAT ENTERS THE SITE FROM UNDER THE MASSACHUSETTS TURNPIKE/INTERSTATE 90. THE LEE WEST SERVICE PLAZA WATER SUPPLY SHALL BE PROVIDED FROM STOCKBRIDGE ROAD OR NEAREST ALTERNATIVE TO THE EXTENT PRACTICABLE AND DISCONNECTED FROM THE WATER LINE THAT CONNECTS THE LEE EAST SERVICE PLAZA UNDER THE INTERSTATE.

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Boston, MA 02108
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PREPARED FOR:

MASSACHUSETTS DEPARTMENTOF TRANSPORTATION
10 PARK PLAZA, SUITE 4160
BOSOTN, MA 02116

LEE SERVICE PLAZA
EASTBOUND
MASSACHUSETTS TURNPIKE
LEE, MA 01238
MASSDOT DISTRICT 1

REVISIONS:

NO	BY	DATE	DESCRIPTION

CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

DATE:	07/15/2026
PROJECT NUMBER:	2023125.01
DESIGNED BY:	KL/MB/SK
DRAWN BY:	KL/MB/SK
CHECKED BY:	IM/KE

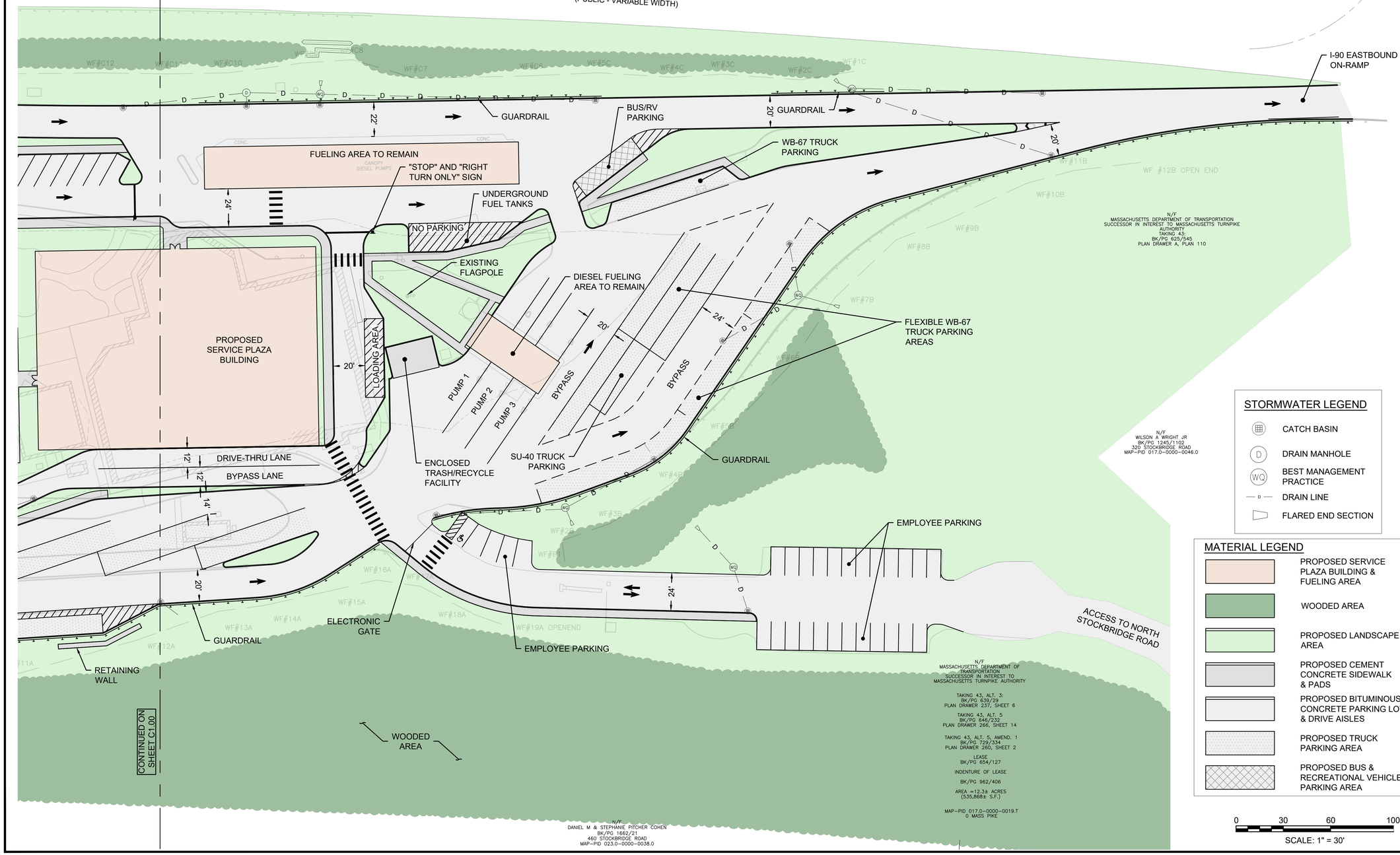
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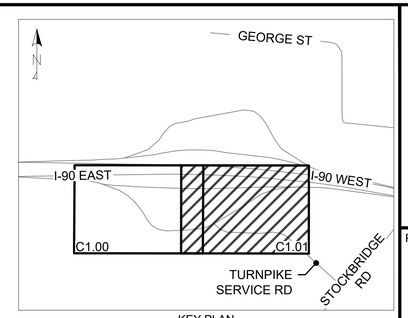
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MASSACHUSETTS TURNPIKE
I-90 EAST
(PUBLIC - VARIABLE WIDTH)





KEY PLAN
1" = 500'

STORMWATER LEGEND

- CATCH BASIN
- DRAIN MANHOLE
- BEST MANAGEMENT PRACTICE
- DRAIN LINE
- FLARED END SECTION

MATERIAL LEGEND

- PROPOSED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

0 30 60 100
SCALE: 1" = 30'

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SHEET 2 OF 2

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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

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LEGEND

- BUILDING/FUEL AREA
- WOODED AREA
- LANDSCAPED AREA
- CEMENT CONCRETE AREA
- BITUMINOUS CONCRETE AREA
- TRUCK PARKING AREA
- BUS/RV PARKING AREA

KEYNOTES

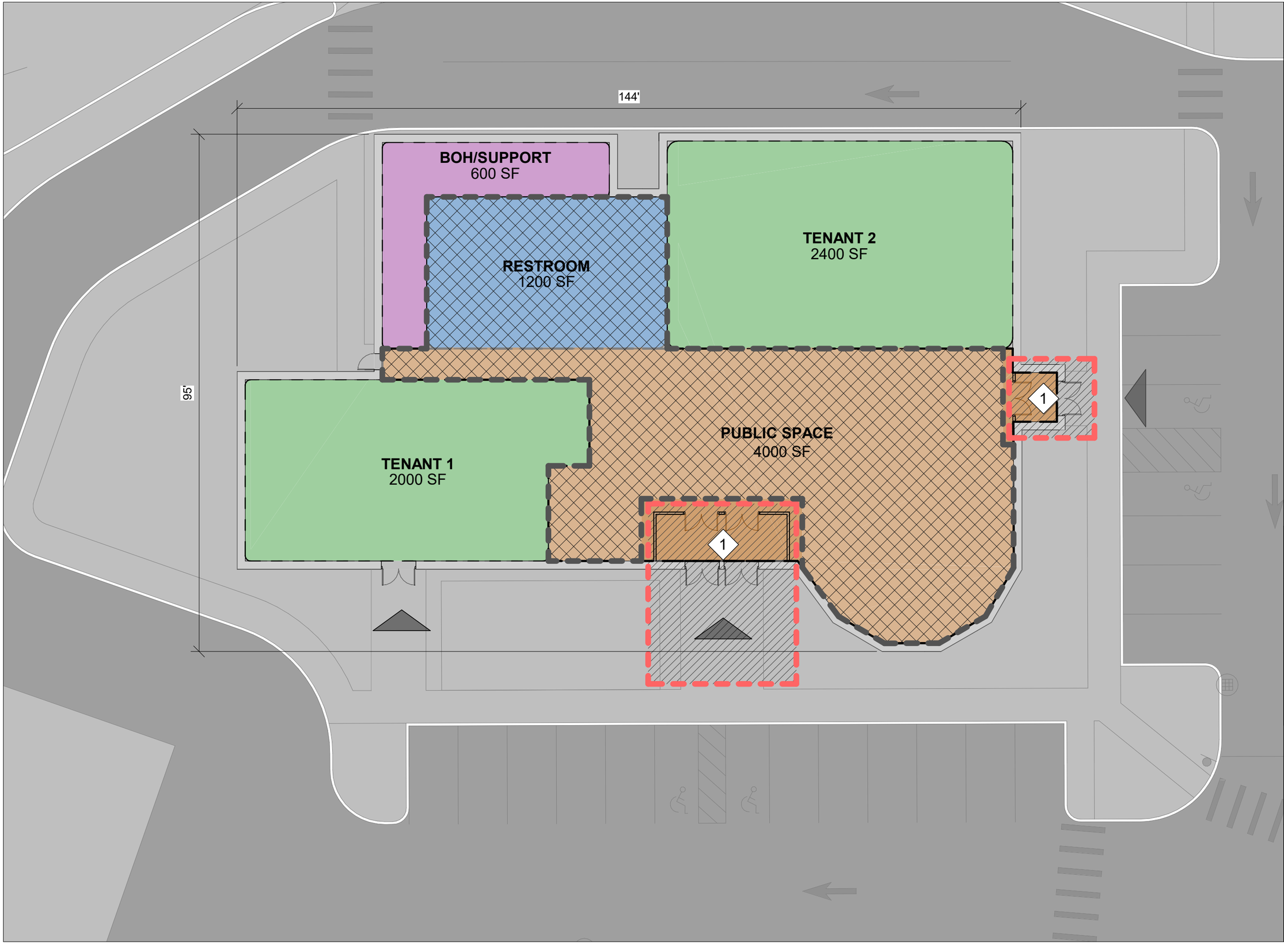
#	NOTES
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2	SEE CONCEPTUAL FLOOR PLANS FOR PROGRAM SUBDIVISIONS, FLOOR PLANS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

N

BLANFORD WESTBOUND SERVICE PLAZA - SITE OVERVIEW PLAN

1" = 80'

C3-1



massDOT

SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

LEGEND

- TENANTS
- BACK OF HOUSE
- RESTROOM
- PUBLIC SPACES
- INTERIOR REFINISHING
- RECONFIGURATION
- ENTRY

KEYNOTES

#	NOTES
1	PROPOSED ENERGY EFFICIENT VESTIBULE
2	PROPOSED OPERABLE ENERGY EFFICIENT GLASS FACADE
3	PROPOSED DOUBLE-HEIGHT SPACE
4	DEMO EXISTING STRUCTURE AS REQUIRED FOR NEW BUILDING ADDITION

N

BLANDFORD WEST - TYPE S - SELECTIVE RENOVATIONS

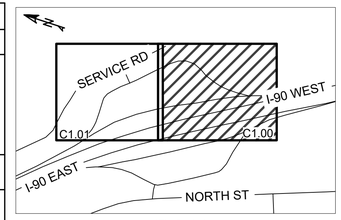
1/16" = 1'-0" C3-2

REFERENCES

1. EXISTING CONDITIONS SURVEY ENTITLED "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, PLAN OF TOPOGRAPHIC SURVEY OF BLANDFORD SERVICE PLAZAS MASSACHUSETTS TURNPIKE/I-90, IN THE TOWN OF BLANDFORD" DATED APRIL 3, 2024 AND PREPARED BY GREEN INTERNATIONAL AFFILIATES, INC.

PROPOSED PARKING SUMMARY

TYPE		STANDARD DIMENSION	QUANTITY	TOTAL PARKING
PASSENGER VEHICLE (INCLUDING ELECTRIC VEHICLE CHARGING SPACES)	STANDARD PASSENGER VEHICLE	9' X 18'	90 SPACES	107 PASSENGER VEHICLE SPACES (95 EXISTING VISITOR SPACES)
	EMPLOYEE PARKING (LOCAL ACCESS)	9' X 18'	11 SPACES	
	ADA PASSENGER VEHICLE	8' X 18' W/ 5' X 18' AISLE	4 SPACES	
	VAN-ACCESSIBLE PASSENGER VEHICLE	8' X 18' W/ 8' X 18' AISLE	2 SPACES	
COACH BUS & RECREATIONAL VEHICLES (RV)		12' X 45'	4 SPACES	4 COACH BUS & RV SPACES
TRUCK PARKING	WB-67	12' X 90'	4 SPACES	20 TRUCK
	WB-67	14' X 74'	16 SPACES	



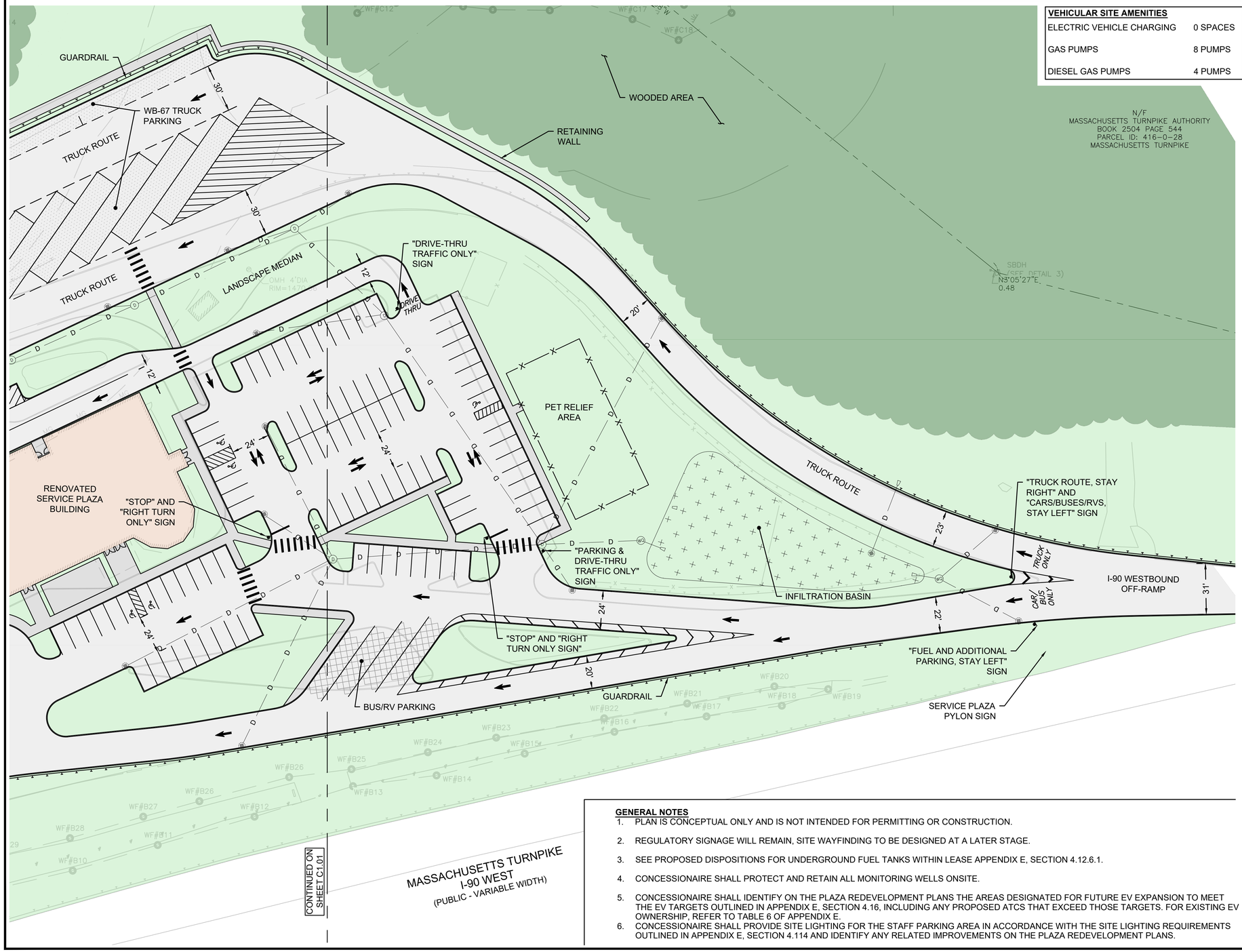
KEY PLAN
1" = 500'

VEHICULAR SITE AMENITIES

ELECTRIC VEHICLE CHARGING	0 SPACES
GAS PUMPS	8 PUMPS
DIESEL GAS PUMPS	4 PUMPS

UTILITY NOTES

1. ALL KNOWN LOCATIONS OF EXISTING UTILITIES, WHETHER FIELD LOCATED OR RECORD PLAN ARE SHOWN ON THE EXISTING CONDITIONS SURVEY AS REFERENCED.
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GENERAL NOTES

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2. REGULATORY SIGNAGE WILL REMAIN, SITE WAYFINDING TO BE DESIGNED AT A LATER STAGE.
3. SEE PROPOSED DISPOSITIONS FOR UNDERGROUND FUEL TANKS WITHIN LEASE APPENDIX E, SECTION 4.12.6.1.
4. CONCESSIONAIRE SHALL PROTECT AND RETAIN ALL MONITORING WELLS ONSITE.
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STORMWATER LEGEND

- CATCH BASIN
- DRAIN MANHOLE
- BEST MANAGEMENT PRACTICE
- DRAIN LINE
- FLARED END SECTION

MATERIAL LEGEND

- RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

0 30 60 100
SCALE: 1" = 30'

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PREPARED FOR:

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BOSTON, MA 02116

BLANDFORD SERVICE PLAZA
WESTBOUND
MASSACHUSETTS TURNPIKE
BLANDFORD, MA 01008
MASSDOT DISTRICT 1

REVISIONS:

NO	BY	DATE	DESCRIPTION

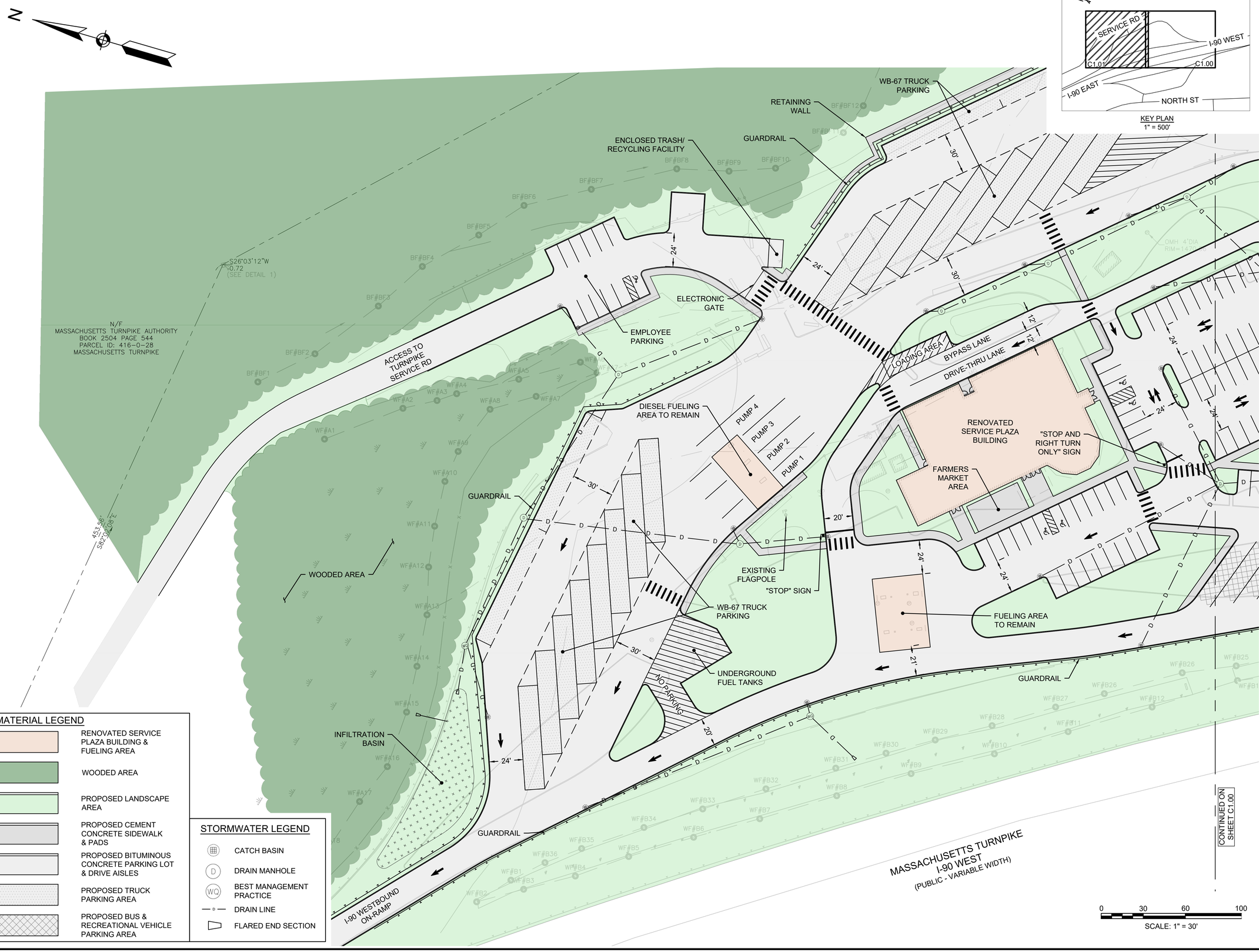
CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

DATE:	07/15/2026
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DRAWN BY:	MPB/KL
CHECKED BY:	KE

C3-3

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REVISIONS:

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CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

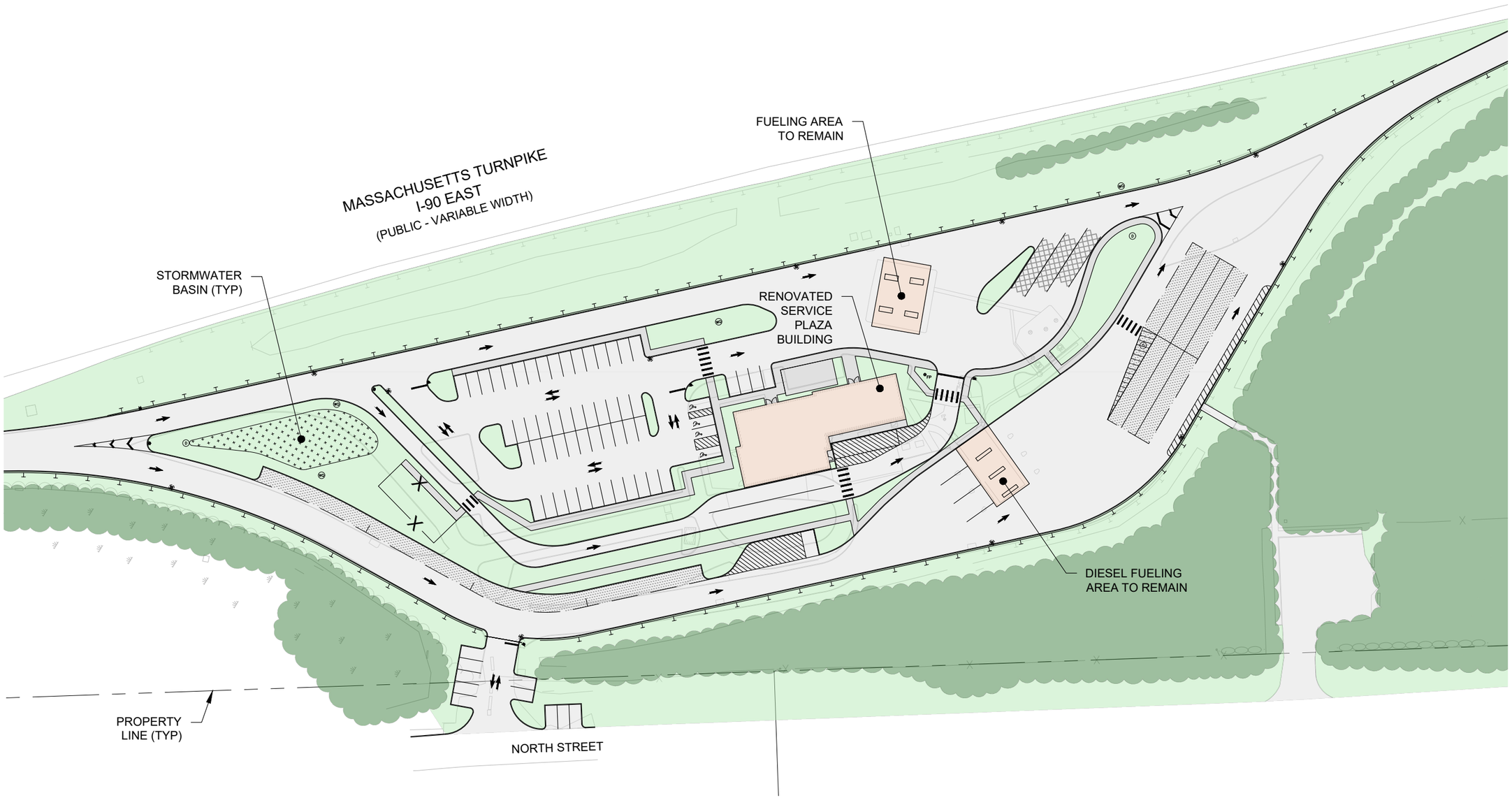
CONCEPT PLAN

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PROJECT NUMBER:	2023125.01
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CHECKED BY:	KE

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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

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LEGEND

- BUILDING/FUEL AREA
- WOODED AREA
- LANDSCAPED AREA
- CEMENT CONCRETE AREA
- BITUMINOUS CONCRETE AREA
- TRUCK PARKING AREA
- BUS/RV PARKING AREA

KEYNOTES

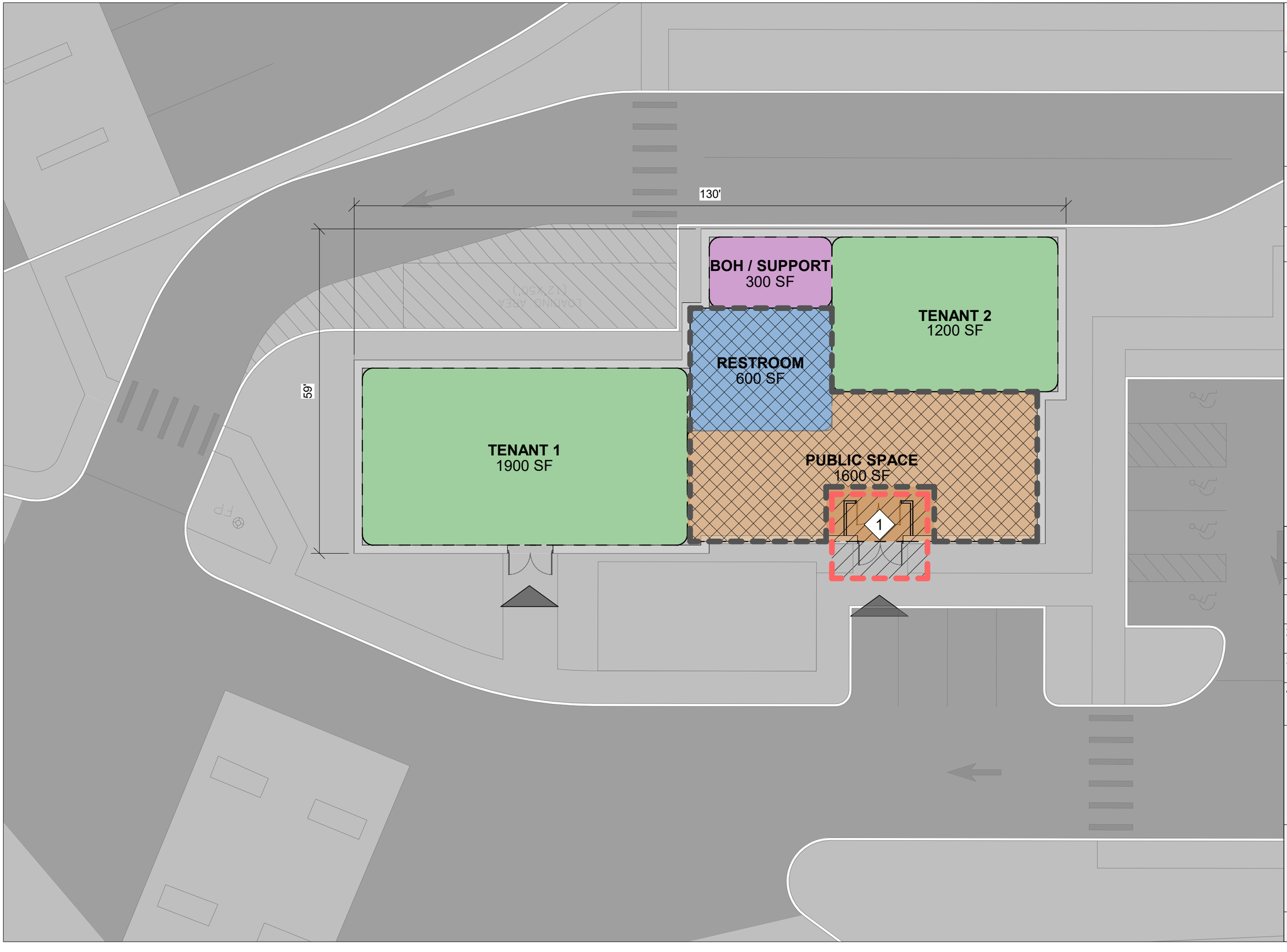
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N

BLANFORD EASTBOUND SERVICE PLAZA - SITE OVERVIEW PLAN

1" = 80'

C4-1



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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

LEGEND

- TENANTS
- BACK OF HOUSE
- RESTROOM
- PUBLIC SPACES
- INTERIOR REFINISHING
- RECONFIGURATION
- ENTRY

KEYNOTES

#	NOTES
1	PROPOSED ENERGY EFFICIENT VESTIBULE
2	PROPOSED OPERABLE ENERGY EFFICIENT GLASS FACADE
3	PROPOSED DOUBLE-HEIGHT SPACE
4	DEMO EXISTING STRUCTURE AS REQUIRED FOR NEW BUILDING ADDITION

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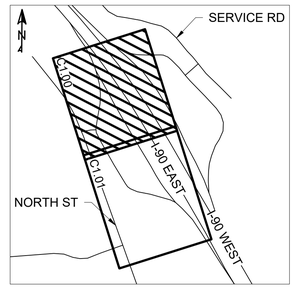
BLANDFORD EAST - TYPE S - SELECTIVE RENOVATIONS

1/16" = 1'-0"

C4-2

VEHICULAR SITE AMENITIES	
ELECTRIC VEHICLE CHARGING	0 SPACES
GAS PUMPS	8 PUMPS
DIESEL GAS PUMPS	4 PUMPS

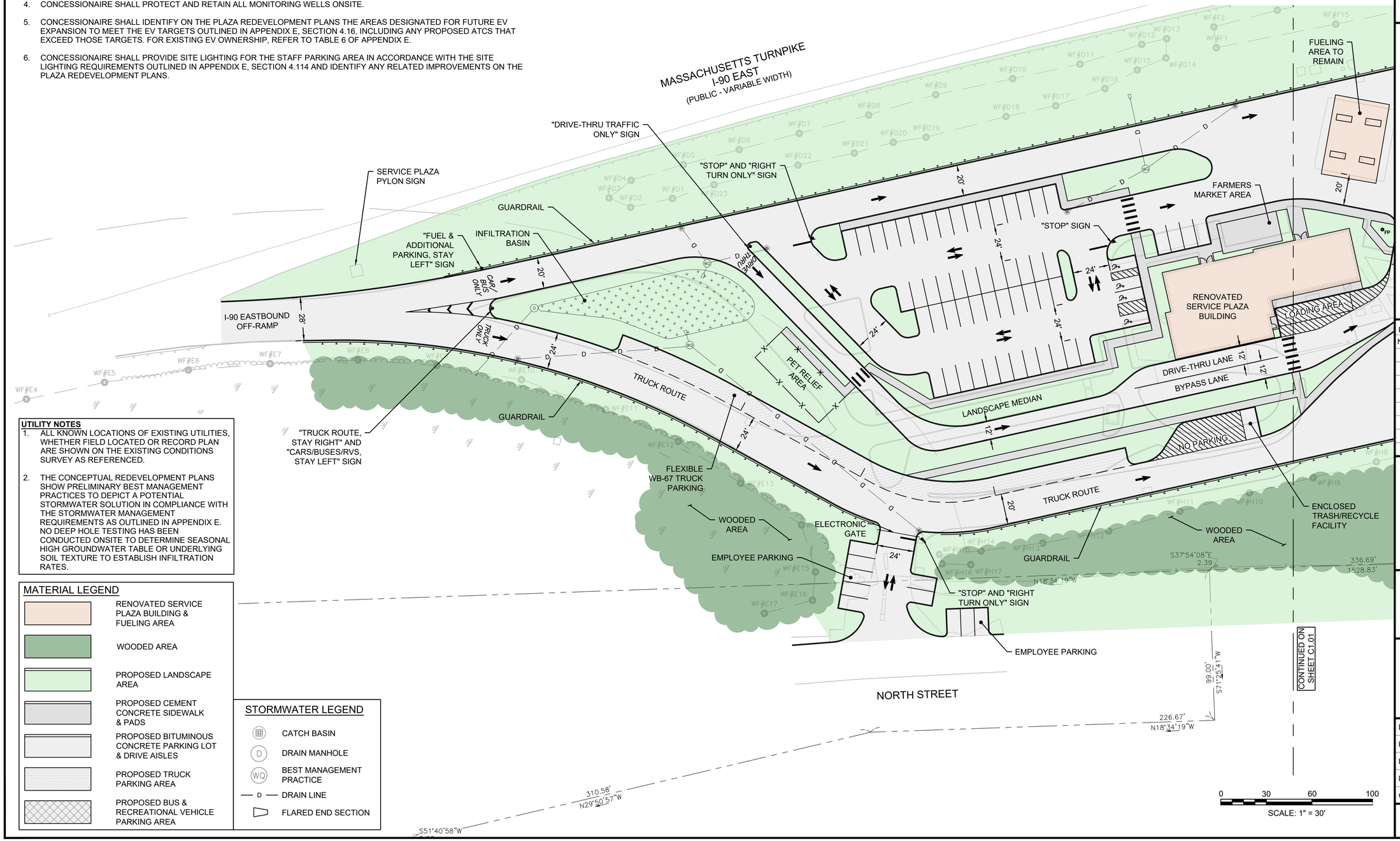
PROPOSED PARKING SUMMARY				
TYPE		STANDARD DIMENSION	QUANTITY	TOTAL PARKING
PASSENGER VEHICLE (INCLUDING ELECTRIC VEHICLE CHARGING SPACES)	STANDARD PASSENGER VEHICLE	9' X 18'	55 SPACES	69 PASSENGER VEHICLE SPACES (57 EXISTING VISITOR SPACES)
	EMPLOYEE PARKING (LOCAL ACCESS)	9' X 18'	10 SPACES	
	ADA PASSENGER VEHICLE	8' X 18' W/ 5' X 18' AISLE	2 SPACES	
	VAN-ACCESSIBLE PASSENGER VEHICLE	8' X 18' W/ 8' X 18' AISLE	2 SPACES	
COACH BUS & RECREATIONAL VEHICLES (RV)		12' X 45'	3 SPACES	3 COACH BUS & RV SPACES
TRUCKS	WB-67	12' X 74'	11 SPACES	11 TRUCK SPACES



KEY PLAN
1" = 500'

REFERENCES
1. EXISTING CONDITIONS SURVEY ENTITLED "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, PLAN OF TOPOGRAPHIC SURVEY OF BLANDFORD SERVICE PLAZAS MASSACHUSETTS TURNPIKE/I-90, IN THE TOWN OF BLANDFORD" DATED APRIL 3, 2024 AND PREPARED BY GREEN INTERNATIONAL AFFILIATES, INC.

GENERAL NOTES
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UTILITY NOTES
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MATERIAL LEGEND
- RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

STORMWATER LEGEND
- CATCH BASIN
- D — DRAIN MANHOLE
- WQ — BEST MANAGEMENT PRACTICE
- D — DRAIN LINE
- FLARED END SECTION

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MASSDOT DISTRICT 1

REVISIONS:

NO	BY	DATE	DESCRIPTION

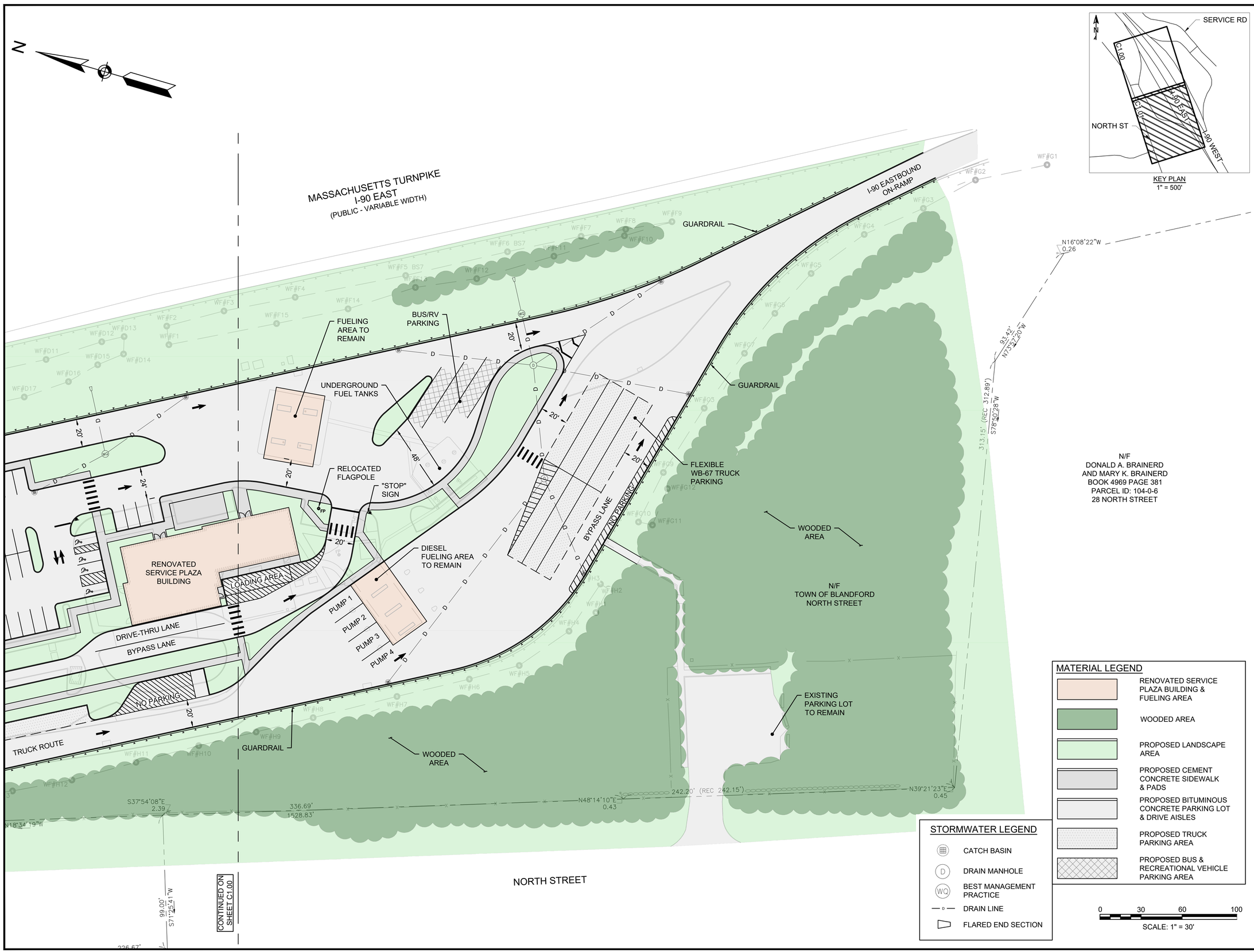
CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

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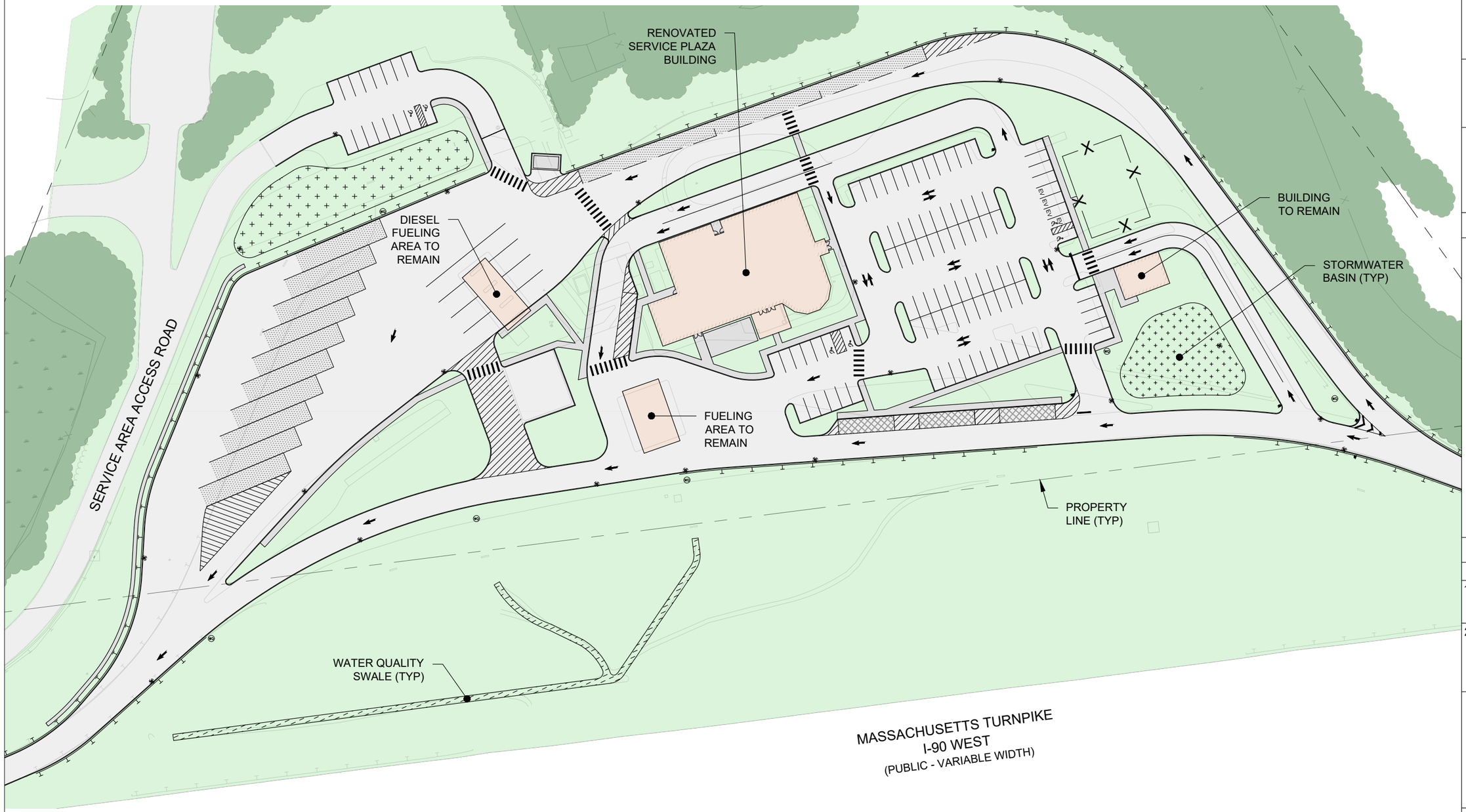
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DESIGNED BY:	MPB/KL
DRAWN BY:	MPB/KL/RR
CHECKED BY:	IM/KE

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SHEET 2 OF 2

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SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

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LEGEND

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KEYNOTES

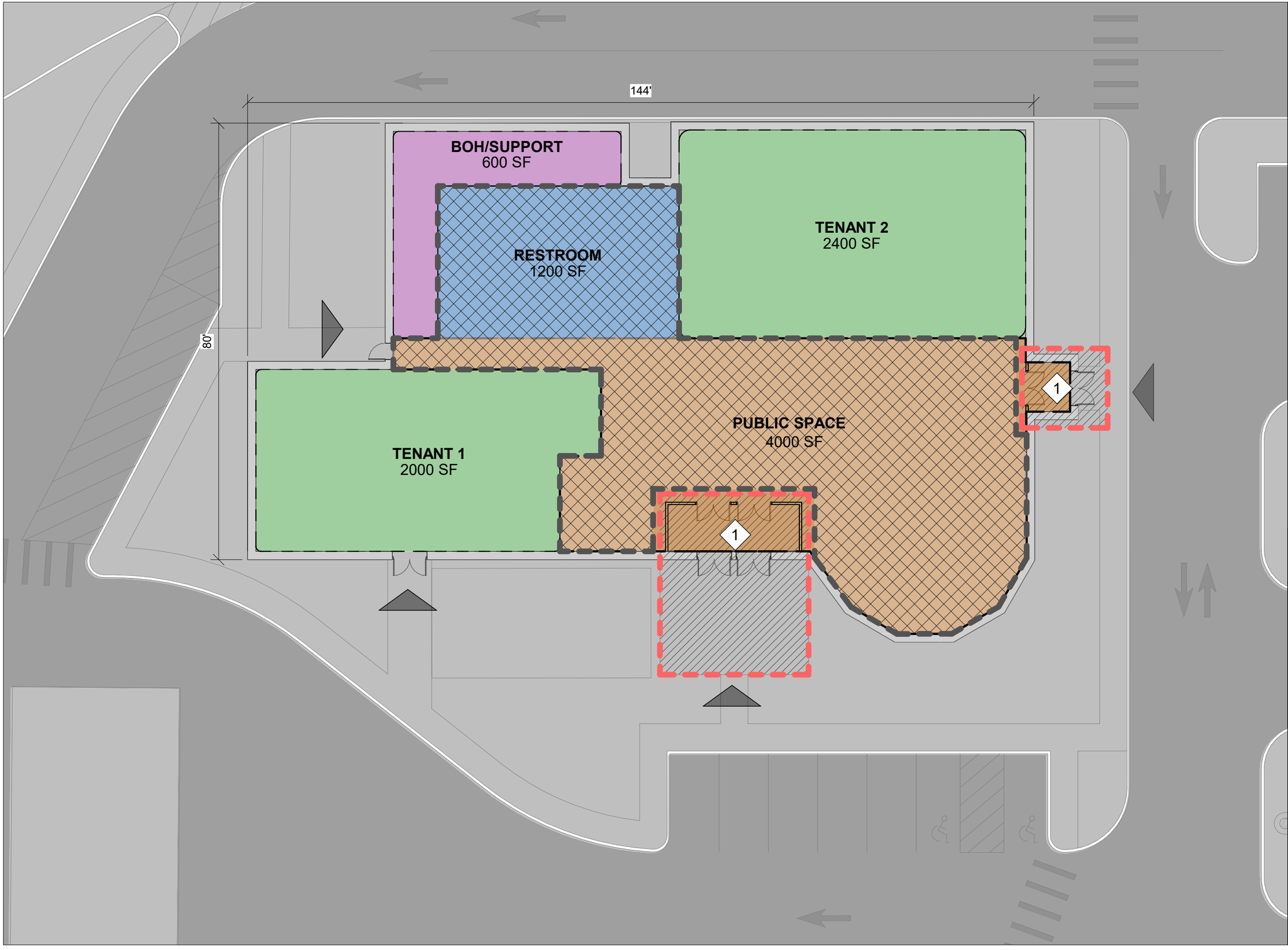
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N

LUDLOW WESTBOUND SERVICE PLAZA - SITE OVERVIEW PLAN

1" = 80'

C5-1



massDOT

SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

LEGEND

- TENANTS
- BACK OF HOUSE
- RESTROOM
- PUBLIC SPACES
- INTERIOR REFINISHING
- RECONFIGURATION
- ENTRY

KEYNOTES

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2	PROPOSED OPERABLE ENERGY EFFICIENT GLASS FACADE
3	PROPOSED DOUBLE-HEIGHT SPACE
4	DEMO EXISTING STRUCTURE AS REQUIRED FOR NEW BUILDING ADDITION

N

LUDLOW WEST - TYPE S - RENOVATIONS

1/16" = 1'-0" C5-2

N

REFERENCES

1. EXISTING CONDITIONS SURVEY ENTITLED "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, PLAN OF TOPOGRAPHIC SURVEY OF I-90 LUDLOW SERVICE PLAZA 4W, IN THE TOWN OF LUDLOW" DATED APRIL 12, 2024 AND PREPARED BY DAWOOD.

GENERAL NOTES

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5. CONCESSIONAIRE SHALL IDENTIFY ON THE PLAZA REDEVELOPMENT PLANS THE AREAS DESIGNATED FOR FUTURE EV EXPANSION TO MEET THE EV TARGETS OUTLINED IN APPENDIX E, SECTION 4.16, INCLUDING ANY PROPOSED ATCS THAT EXCEED THOSE TARGETS. FOR EXISTING EV OWNERSHIP, REFER TO TABLE 6 OF APPENDIX E.
6. CONCESSIONAIRE SHALL PROVIDE SITE LIGHTING FOR THE STAFF PARKING AREA IN ACCORDANCE WITH THE SITE LIGHTING REQUIREMENTS OUTLINED IN APPENDIX E, SECTION 4.114 AND IDENTIFY ANY RELATED IMPROVEMENTS ON THE PLAZA REDEVELOPMENT PLANS.

PROPOSED PARKING SUMMARY

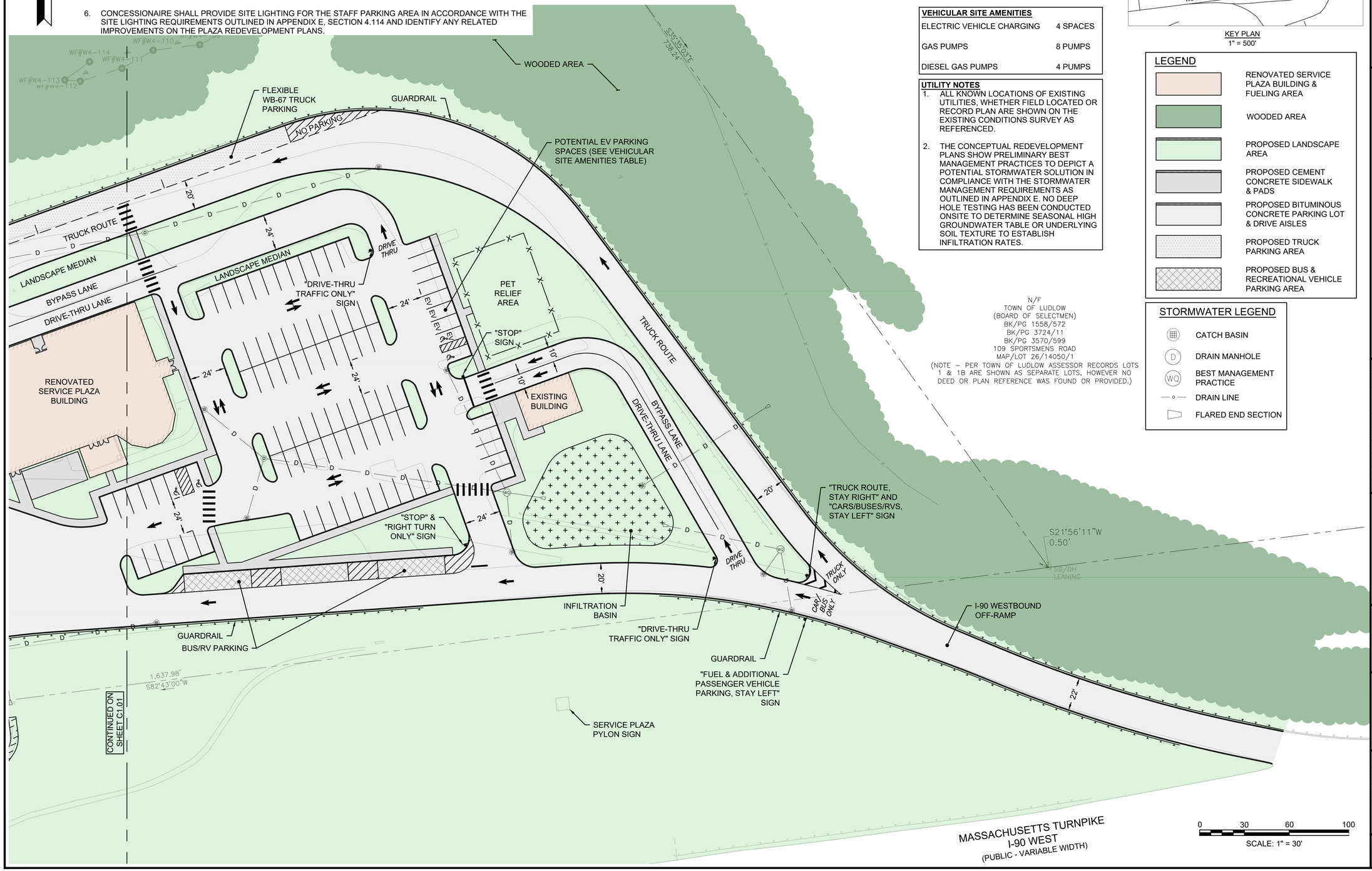
TYPE		STANDARD DIMENSION	QUANTITY	TOTAL PARKING
PASSENGER VEHICLE (INCLUDING ELECTRIC VEHICLE CHARGING SPACES)	STANDARD PASSENGER VEHICLE	9' X 18'	91 SPACES	111 PASSENGER VEHICLE SPACES (77 EXISTING VISITOR SPACES)
	EMPLOYEE PARKING (LOCAL ACCESS)	9' X 18'	14 SPACES	
	ADA PASSENGER VEHICLE	8' X 18' W/ 5' X 18' AISLE	4 SPACES	
	VAN-ACCESSIBLE PASSENGER VEHICLE	8' X 18' W/ 8' X 18' AISLE	2 SPACES	
COACH BUS & RECREATIONAL VEHICLES (RV)		12' X 45'	3 SPACES	3 COACH BUS & RV SPACES
TRUCK SPACES	WB-67	12' X 74'	3 SPACES	13 TRUCK SPACES
	WB-67	16' X 74'	10 SPACES	

VEHICULAR SITE AMENITIES

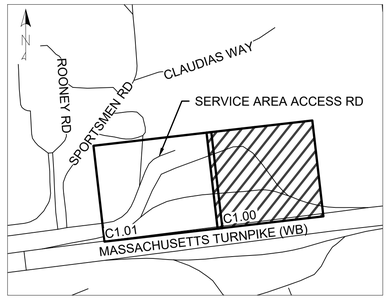
ELECTRIC VEHICLE CHARGING	4 SPACES
GAS PUMPS	8 PUMPS
DIESEL GAS PUMPS	4 PUMPS

UTILITY NOTES

1. ALL KNOWN LOCATIONS OF EXISTING UTILITIES, WHETHER FIELD LOCATED OR RECORD PLAN ARE SHOWN ON THE EXISTING CONDITIONS SURVEY AS REFERENCED.
2. THE CONCEPTUAL REDEVELOPMENT PLANS SHOW PRELIMINARY BEST MANAGEMENT PRACTICES TO DEPICT A POTENTIAL STORMWATER SOLUTION IN COMPLIANCE WITH THE STORMWATER MANAGEMENT REQUIREMENTS AS OUTLINED IN APPENDIX E. NO DEEP HOLE TESTING HAS BEEN CONDUCTED ONSITE TO DETERMINE SEASONAL HIGH GROUNDWATER TABLE OR UNDERLYING SOIL TEXTURE TO ESTABLISH INFILTRATION RATES.



N/F
TOWN OF LUDLOW
(BOARD OF SELECTMEN)
BK/PC 1558/572
BK/PG 3724/11
BK/PG 3570/599
109 SPORTSMENS ROAD
MAP/LOT 26/14050/1
(NOTE – PER TOWN OF LUDLOW ASSESSOR RECORDS LOTS 1 & 1B ARE SHOWN AS SEPARATE LOTS, HOWEVER NO DEED OR PLAN REFERENCE WAS FOUND OR PROVIDED.)



KEY PLAN
1" = 500'

LEGEND

- RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

STORMWATER LEGEND

- CATCH BASIN
- DRAIN MANHOLE
- BEST MANAGEMENT PRACTICE
- DRAIN LINE
- FLARED END SECTION

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BOSTON, MA 02116

LUDLOW SERVICE PLAZA
WESTBOUND
MASSACHUSETTS TURNPIKE
LUDLOW, MA 01056
MASSDOT DISTRICT 5

REVISIONS:

NO	BY	DATE	DESCRIPTION

CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

DATE:	07/15/2026
PROJECT NUMBER:	2023125.00
DESIGNED BY:	MPB/KL
DRAWN BY:	MPB/KL/RR
CHECKED BY:	KE/IM

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SHEET 1 OF 2

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Printed by: Kristen LaBelle

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N/F
TOWN OF LUDLOW
(BOARD OF SELECTMEN)
BK/PG 1558/572
BK/PG 3724/11
BK/PG 3570/599
109 SPORTSMENS ROAD
MAP/LOT 26/14050/1
(NOTE – PER TOWN OF LUDLOW ASSESSOR RECORDS LOTS 1 & 1B ARE SHOWN AS SEPARATE LOTS, HOWEVER NO DEED OR PLAN REFERENCE WAS FOUND OR PROVIDED.)

LEGEND

- RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

STORMWATER LEGEND

- CATCH BASIN
- DRAIN MANHOLE
- BEST MANAGEMENT PRACTICE
- DRAIN LINE
- FLARED END SECTION

EMPLOYEE PARKING
WOODED AREA
FLEXIBLE WB-67 TRUCK PARKING
ENCLOSED TRASH/RECYCLING FACILITY
ELECTRONIC GATE
GUARDRAIL
INFILTRATION BASIN
LANDSCAPE MEDIAN
BYPASS LANE
DRIVE-THRU LANE
PUMP 4
PUMP 3
PUMP 2
PUMP 1
RENOVATED SERVICE PLAZA BUILDING
FARMERS MARKET AREA
LOADING AREA
EXISTING FLAGPOLE
DIESEL FUELING AREA TO REMAIN
WB-67 TRUCK PARKING
SERVICE AREA ACCESS ROAD
NO PARKING
UNDERGROUND FUEL TANKS
FUELING AREA TO REMAIN
RETAINING WALL
TRUCK ROUTE
RECONSTRUCTED WATER QUALITY SWALE
I-90 WESTBOUND ON-RAMP
MASSACHUSETTS TURNPIKE
I-90 WEST
(PUBLIC - VARIABLE WIDTH)
N21°37'06"E 314.72'
1,637.98'
S82°43'00"W
CONTINUED ON SHEET C1.00

KEY PLAN
1" = 500'
ROONEY RD
SPORTSMEN RD
CLAUDIAS WAY
SERVICE AREA ACCESS RD
C1.01
C1.00
MASSACHUSETTS TURNPIKE (WB)

SCALE: 1" = 30'

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LUDLOW SERVICE PLAZA
WESTBOUND
MASSACHUSETTS TURNPIKE
LUDLOW, MA 01056
MASSDOT DISTRICT 5

REVISIONS:

NO	BY	DATE	DESCRIPTION

CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

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CHECKED BY:	KE/IM

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Moving Massachusetts Forward.
massDOT

SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

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LEGEND

- BUILDING/FUEL AREA
- WOODED AREA
- LANDSCAPED AREA
- CEMENT CONCRETE AREA
- BITUMINOUS CONCRETE AREA
- TRUCK PARKING AREA
- BUS/RV PARKING AREA

KEYNOTES

#	NOTES
1	SEE CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN FOR DETAILED SITE DESIGN INFORMATION.
2	SEE CONCEPTUAL FLOOR PLANS FOR PROGRAM SUBDIVISIONS, FLOOR PLANS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

N

LUDLOW EASTBOUND SERVICE PLAZA - SITE OVERVIEW PLAN

1" = 80'

C6-1



massDOT

SERVICE PLAZAS RFP - BASE TECHNICAL CONCEPT

AECOM

LEGEND

- TENANTS
- BACK OF HOUSE
- RESTROOM
- PUBLIC SPACES
- INTERIOR REFINISHING
- RECONFIGURATION
- ENTRY

KEYNOTES

#	NOTES
1	PROPOSED ENERGY EFFICIENT VESTIBULE
2	PROPOSED OPERABLE ENERGY EFFICIENT GLASS FACADE
3	PROPOSED DOUBLE-HEIGHT SPACE
4	DEMO EXISTING STRUCTURE AS REQUIRED FOR NEW BUILDING ADDITION

N

LUDLOW EAST - TYPE S - SELECTIVE RENOVATIONS

1/16" = 1'-0"

C6-2

N

REFERENCES

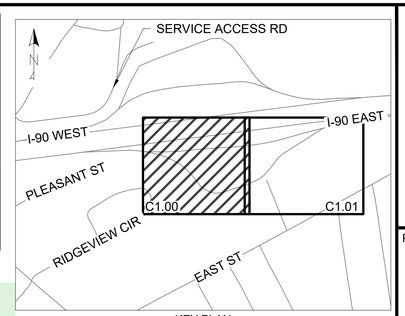
1. EXISTING CONDITIONS SURVEY ENTITLED "MASSACHUSETTS DEPARTMENT OF TRANSPORTATION, PLAN OF TOPOGRAPHIC SURVEY OF I-90 LUDLOW SERVICE PLAZA 3E, IN THE TOWN OF LUDLOW" DATED APRIL 12, 2024 AND PREPARED BY DAWOOD.

GENERAL NOTES

1. PLAN IS CONCEPTUAL ONLY AND IS NOT INTENDED FOR PERMITTING OR CONSTRUCTION.
2. REGULATORY SIGNAGE WILL REMAIN, SITE WAYFINDING TO BE DESIGNED AT A LATER STAGE.
3. SEE PROPOSED DISPOSITIONS FOR UNDERGROUND FUEL TANKS WITHIN LEASE APPENDIX E, SECTION 4.12.6.1.
4. CONCESSIONAIRE SHALL PROTECT AND RETAIN ALL MONITORING WELLS ONSITE.
5. CONCESSIONAIRE SHALL IDENTIFY ON THE PLAZA REDEVELOPMENT PLANS THE AREAS DESIGNATED FOR FUTURE EV EXPANSION TO MEET THE EV TARGETS OUTLINED IN APPENDIX E, SECTION 4.16, INCLUDING ANY PROPOSED ATCS THAT EXCEED THOSE TARGETS. FOR EXISTING EV OWNERSHIP, REFER TO TABLE 6 OF APPENDIX E.
6. CONCESSIONAIRE SHALL PROVIDE SITE LIGHTING FOR THE STAFF PARKING AREA IN ACCORDANCE WITH THE SITE LIGHTING REQUIREMENTS OUTLINED IN APPENDIX E, SECTION 4.114 AND IDENTIFY ANY RELATED IMPROVEMENTS ON THE PLAZA REDEVELOPMENT PLANS.

PROPOSED PARKING SUMMARY

TYPE		STANDARD DIMENSION	QUANTITY	TOTAL PARKING
PASSENGER VEHICLE (INCLUDING ELECTRIC VEHICLE CHARGING SPACES)	STANDARD PASSENGER VEHICLE	9' X 18'	89 SPACES	114 PASSENGER VEHICLE SPACES (93 EXISTING VISITOR SPACES)
	EMPLOYEE PARKING (LOCAL ACCESS)	9' X 18'	19 SPACES	
	ADA PASSENGER VEHICLE	8' X 18' W/ 5' X 18' AISLE	4 SPACES	
	VAN-ACCESSIBLE PASSENGER VEHICLE	8' X 18' W/ 8' X 18' AISLE	2 SPACES	
COACH BUS & RECREATIONAL VEHICLES (RV)		12' X 45'	4 SPACES	4 COACH BUS & RV SPACES
TRUCKS	WB-67	12' X 74'	8 SPACES	29 TRUCK SPACES
	WB-67	14' X 74'	21 SPACES	



KEY PLAN
1" = 500'

MASSACHUSETTS TURNPIKE
I-90 EAST
(PUBLIC - VARIABLE WIDTH)

I-90 EAST OFF-RAMP
FUEL & ADDITIONAL PASSENGER VEHICLE PARKING, STAY LEFT" SIGN
"DRIVE-THRU TRAFFIC ONLY" SIGN
SERVICE PLAZA PYLON SIGN
INFILTRATION BASIN
"STOP" AND "RIGHT TURN ONLY" SIGN
POTENTIAL EV PARKING SPACES (SEE VEHICULAR SITE AMENITIES TABLE)
BUS/RV PARKING
"STOP" SIGN
FUELING AREA TO REMAIN
"TRUCK ROUTE, STAY RIGHT" AND "CARS/BUSES/RVS, STAY LEFT" SIGN
CARS AND BUSES ONLY
TRUCK ONLY
DRIVE THRU
DRIVE-THRU LANE
BYPASS LANE
FARMERS MARKET AREA
RENOVATED SERVICE PLAZA BUILDING
RECONSTRUCTED WATER QUALITY SWALE
GUARDRAIL
EXISTING BUILDING TO REMAIN
"STOP" SIGN
PET RELIEF AREA
"DRIVE-THRU TRAFFIC ONLY" SIGN
TRUCK ROUTE
WB-67 TRUCK PARKING
SEWER EASEMENT
1964 TURNPIKE TAKING NO. 194
DB/PG 3053 / 364
WOODED AREA
CONTINUED ON SHEET C1.01

N/F
WILLIAM & THERESA HATCH
BK/PG 22566 / 394
PB/PL 45 / 87
138 RIDEGVIEW CIRCLE
MAP/LOT 27B / 12725 / 7

N/F
ROSA MADEIRA
BK/PG 7639 / 19
PB/PL 45 / 87
128 RIDGEVIEW CIRCLE
MAP/LOT 27B / 12725 / 8

N/F
ROSA MADEIRA
BK/PG 7639 / 19
PB/PL 45 / 87
0 RIDGEVIEW CIRCLE
MAP/LOT 27B / 12725 / 9

N/F
ROBERT P. WHITE, JR. AND BARBARA J. WHITE
BK/PG 9142 / 83
PB/PL 45 / 87
0 RIDGEVIEW CIRCLE
MAP/LOT 27B / 12725 / 10

N/F
ROBERT P. WHITE, JR. AND BARBARA J. WHITE
BK/PG 9142 / 83
PB/PL 45 / 87
104 RIDGEVIEW CIRCLE
MAP/LOT 27B / 12725 / 11

N/F
ANNA S. RODRIGO
BK/PG 18535 / 5
PB/PL 351 / 69
0 EAST STREET
MAP/LOT 27B / 4900 / 36E

N/F
EDWARD LIBISZEWSKI, JR.
BK/PG 17915 / 388
PB/PL 351 / 69
849 EAST STREET
MAP/LOT 27B / 4900 / 36H

N/F
CARLOS MELENDEZ
BK/PG 24360 / 109
PB/PL 351 / 69
PB/PL 356 / 99
853 EAST STREET
MAP/LOT 27B / 4900 / 36I

VEHICULAR SITE AMENITIES

ELECTRIC VEHICLE CHARGING	4 SPACES
GAS PUMPS	12 PUMPS
DIESEL GAS PUMPS	4 PUMPS

MATERIAL LEGEND

- RENOVATED SERVICE PLAZA BUILDING & FUELING AREA
- WOODED AREA
- PROPOSED LANDSCAPE AREA
- PROPOSED CEMENT CONCRETE SIDEWALK & PADS
- PROPOSED BITUMINOUS CONCRETE PARKING LOT & DRIVE AISLES
- PROPOSED TRUCK PARKING AREA
- PROPOSED BUS & RECREATIONAL VEHICLE PARKING AREA

STORMWATER LEGEND

- CATCH BASIN
- DRAIN MANHOLE
- BEST MANAGEMENT PRACTICE
- DRAIN LINE
- FLARED END SECTION

UTILITY NOTES

1. ALL KNOWN LOCATIONS OF EXISTING UTILITIES, WHETHER FIELD LOCATED OR RECORD PLAN ARE SHOWN ON THE EXISTING CONDITIONS SURVEY AS REFERENCED.
2. THE CONCEPTUAL REDEVELOPMENT PLANS SHOW PRELIMINARY BEST MANAGEMENT PRACTICES TO DEPICT A POTENTIAL STORMWATER SOLUTION IN COMPLIANCE WITH THE STORMWATER MANAGEMENT REQUIREMENTS AS OUTLINED IN APPENDIX E. NO DEEP HOLE TESTING HAS BEEN CONDUCTED ONSITE TO DETERMINE SEASONAL HIGH GROUNDWATER TABLE OR UNDERLYING SOIL TEXTURE TO ESTABLISH INFILTRATION RATES.

0 30 60 100
SCALE: 1" = 30'

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BOSTON, MA 02116

LUDLOW SERVICE PLAZA
EASTBOUND
MASSACHUSETTS TURNPIKE
LUDLOW, MA 01056
MASSDOT DISTRICT 5

REVISIONS:

NO	BY	DATE	DESCRIPTION

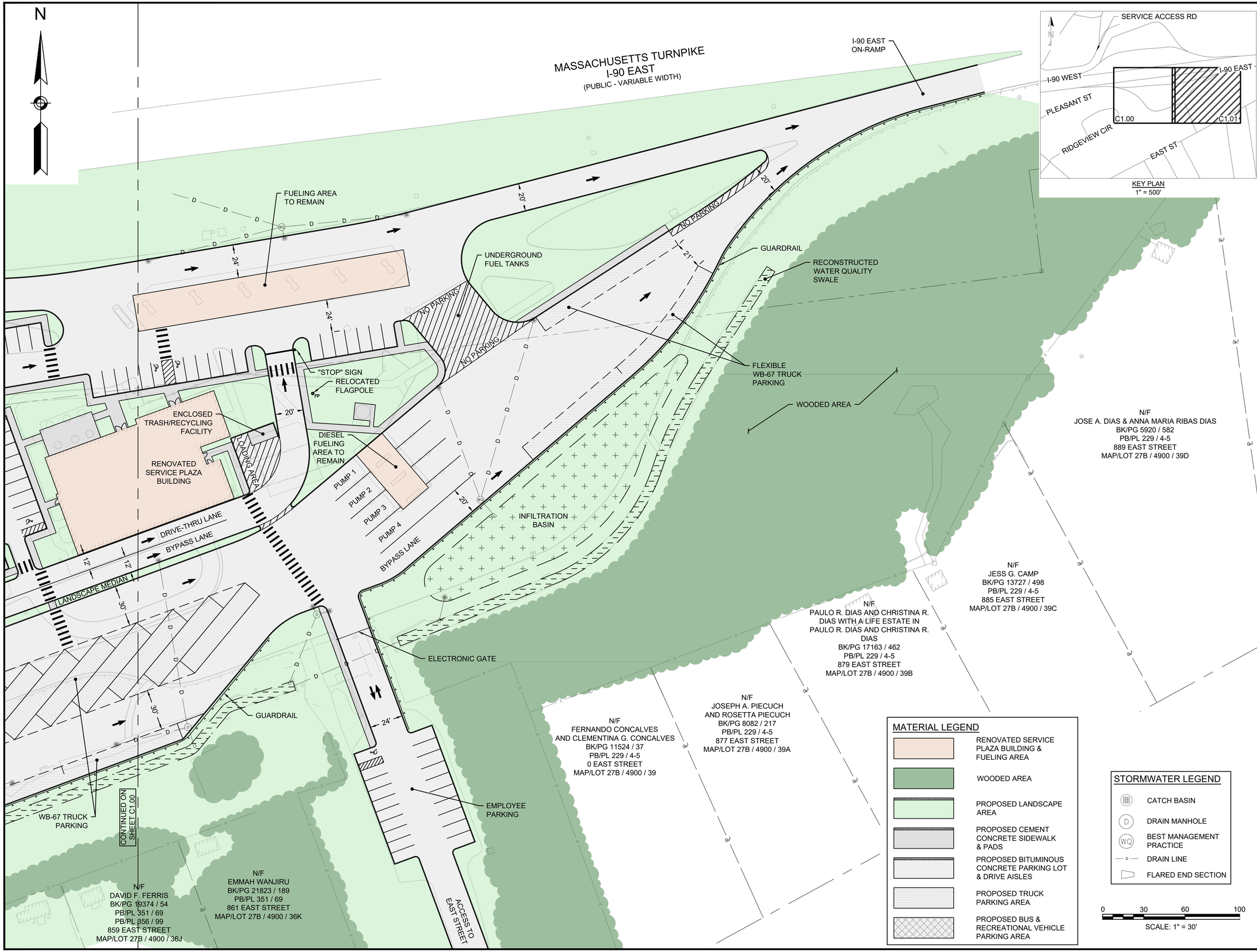
CONCEPTUAL SERVICE PLAZA REDEVELOPMENT PLAN

CONCEPT PLAN

DATE:	07/15/2026
PROJECT NUMBER:	2023125.01
DESIGNED BY:	MPB/KL
DRAWN BY:	MPB/KL/RR
CHECKED BY:	IM/KE

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SHEET 2 OF 2

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APPENDIX A

DEFINITIONS

As used in this Lease, the following capitalized terms have the meanings set forth below.

"Acceptance" means all factors used by MassDOT to evaluate the degree of compliance with Lease requirements. Design Acceptance activities include reviews of plans, specifications, Construction Documents and other documents prepared by the Concessionaire. Construction Acceptance activities include sampling, testing, and inspection of Work.

"Acceptance Limit" means the limiting upper or lower value, placed on a Quality Measure that will permit acceptance of a Lot. While the test values for material samples are evaluated with Specification Limits and Engineering Limits, the computed quality level for a specific Quality Measure is evaluated against the Acceptance Limit. For example, the minimum allowable PWL called out in a QA Specification might be 65PWL. This is the Acceptance Limit.

"Access Permits" means the authorization required when physical work or activities take place within, or impact, the State Highway Right-of-Way or property owned or under the custody and control of MassDOT-Highway. The authority to issue State Highway Access Permits is covered under Massachusetts General Laws; Chapter 81, Section 21 and Chapter 85, Section 2. The method for obtaining a permit is via the online State Highway Access Permit System (SHAPS).

"Access Work Request" means the mandatory weekly coordination form used by MassDOT to schedule and approve any construction activity that requires physical access to state-owned property or roadways.

"Accredited Laboratories" means laboratories which are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

"Act" has the meaning specified in the preamble of the Lease.

"Addenda" means revisions, substitutions, or clarifications to the RFP.

"Additional Rent" has the meaning specified in Section 4.1(A) of the Lease.

"Affiliate" in respect of an entity, means any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, where "control" (and with correlative meaning, "controlled by" and "under common control with") means the power to direct the management, investments and operations of such entity through either the ownership or voting control, directly or indirectly, of the voting stock, partnership interests or other beneficial ownership of the entity in question.

"Alternative Fuel" means any and all now existing or hereafter created means or sources of power for motorized vehicles, including electricity, natural gas, compressed natural gas, liquefied petroleum (propane), methanol, denatured ethanol, other alcohols, coal derived liquid fuels, hydrogen, fuels (other than alcohol) derived from biological materials, any fuel determined to be substantially not petroleum and yielding substantial energy security benefits and substantial environmental benefits, any of the foregoing that is mixed with Gasoline, Diesel or other fuels (including, without limitation, ethanol-85, methanol-85 and biodiesel blends at a minimum of twenty percent (20%) content) and any fuel designated as an "alternative fuel" (or comparable reference) by the Massachusetts Department of Energy Resources, or its successor, or under any Applicable Law. Alternative Fuel shall not include neat Gasoline and Diesel or EV charging.

"Alternative Technical Concept" or "ATC" means a concept that is outside of, conflicts with, or is not in compliance with one or more requirements of the Base Technical Concept (including any requirement incorporated by reference), that would require a modification or deviation from such requirements if implemented, and that must provide a solution that is equal to or better than the requirements in the BTC.

"Amendment" has the meaning specified in Section 22.11 of the Lease.

"Annual Escalator" has the meaning specified in Section 4.1(C) of the Lease.

"Annual Reconciliation Statement" has the meaning specified in Section 4.5 of the Lease.

"Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction from time to time concerning or relating to bribery or corruption.

"Anti-Money Laundering Laws" means all laws, rules and regulations of any jurisdiction from time to time concerning or related to anti-money laundering, including those contained in the Bank Secrecy Act and the Patriot Act.

"Appendix" means any of the Appendices and, as applicable, any schedules and attachments thereto, that are appended to this Lease and identified as such in the Table of Contents, and also includes all documents and information referenced in the Appendix as the context so requires.

"**Applicable Law**" means:

(1) Any applicable federal, Commonwealth or local law, statute, code or regulation;

(2) Any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule, or other order of any Governmental Authority having appropriate jurisdiction, including any Commonwealth Executive Order; and

(3) Any Governmental Approvals.

In each case having the force of law and applicable from time to time to the Service Plazas, the Project or the transactions contemplated hereby.

"As-Built Documents" means the documents provided by the Concessionaire to MassDOT at the conclusion of the Redevelopment Work to accurately reflect the final outcome of the Redevelopment Work, and, as applicable, the documents provided by the Concessionaire to MassDOT at the conclusion of the Permitted Capital Improvement Work to accurately reflect the final outcome of the Permitted Capital Improvement Work.

"Asset Management Framework" means the comprehensive set of activities, systems, and processes implemented by the Concessionaire to manage all asset data and associated digital records as the authoritative system of record for the Service Plaza assets in the Service Plaza IT Environment.

"Asset Management Framework Implementation Plan" means the plan describing the Concessionaire's approach to achieving operational readiness of the Asset Management Framework, including implementation milestones, system configuration, data migration, and integration activities.

"Assumed Approval Issuance Date" has the meaning specified in Section 5.5(C) of the Lease.

"ATM" means a machine or device through which financial transactions can be made, including cash withdrawals, deposits, transfers, bill payments and the like.

"Attribute" means a characteristic that, by its presence or absence, classifies an item as conforming or nonconforming. [Inspection Attributes should be selected that directly relate to one of the four inspection components (i.e., equipment, environmental conditions, materials, and product workmanship). Inspection Attributes used for QC should be directly related to maintaining control of production and placement processes to ensure conformance with the requirements for each item of work. Inspection Attributes for Acceptance should relate directly to long-term product performance.]

"Background Information" has the meaning specified in Section 7.6(A) of the Lease.

"Bankruptcy Related Event" means, in respect of any Person:

(1) Any of the following:

(a) The commencement of any voluntary case under, including the filing of a petition seeking to take advantage of, any Bankruptcy Law;

(b) The application for or the consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or

similar for itself or for all or a substantial part of its assets, domestic or foreign;

(c) The admission in writing of its inability to pay its debts as they become due;

(d) The making of a general assignment for the benefit of creditors; or

(e) The taking of any corporate (or equivalent) action for the purpose of any of the foregoing; or

The commencement of a case or other proceeding against such Person in any court of competent jurisdiction seeking relief under any Bankruptcy Law or the appointment of a receiver, custodian, trustee, liquidator or similar for such Person or for all or a substantial part of its assets, domestic or foreign, and, in the case of this clause (2):

(a) Such case or other proceeding is not contested by such Person within any applicable period provided under the applicable Bankruptcy Law; or

Such case or proceeding continues without dismissal for a period of sixty (60) days.

"Base Case Equity IRR" means the Equity IRR calculated at the Financial Close. After a Refinancing, the Base Case Equity IRR will equal the Equity IRR calculated immediately after the Refinancing (taking into account the effect of the Refinancing and using the Financial Model as updated including as to the performance of the Project up to the date of the Refinancing) so as to be current immediately after the Refinancing.

"Base Technical Concept" or **"BTC"** means the minimum requirements for the design and construction of the Service Plazas as established by:

(1) The main body of the Lease, including Article 5 (Construction of Redevelopment Improvements and Permitted Capital Improvements); and Article 11 (Environmental Matters);

(2) Lease Exhibits C-0 through C-6 (Plans of the Service Plazas);

(3) Lease Appendix E (Design and Construction Requirements); and

(4) Lease Appendix J (Environmental Protocol);

which requirements the Concessionaire must meet or exceed through its Initial Plaza Redevelopment Plan, and performance of the Redevelopment Work and other obligations under the Lease.

"Baseline Schedule" means Appendix B to the Lease, the Project Schedule showing the Concessionaire's plan to complete the Redevelopment Work, subject to the Project Schedule Requirements set forth in Section 7.1.3.6 of Appendix E.

"Blue Signs" has the meaning specified in Section 4.9 of Appendix E.

"BMS" has the meaning specified in Section 8.7(B) of the Lease.

"Bonds" means any Payment Bond and Construction Performance Bond.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the Commonwealth of Massachusetts are authorized or required by law to close.

"Capital Improvement(s)" has the meaning specified in Section 8.2(E) of the Lease.

"**Capital Improvement Budget**" has the meaning specified in Section 8.2(E) of the Lease.

"Capital Investment" means the dollar value of capital investment made by the Concessionaire in respect of (i) the Redevelopment Work for the Redevelopment Improvements and (ii) all Permitted Capital Improvements.

"CCS Type 1" (Combined Charging System Combo 1) means a standard electric vehicle (EV) connector that combines an AC Level 2 plug with two additional pins for DC fast charging. It enables both slow and rapid charging through a single port.

"Change" or "Changes" means any change or changes in the Contract Services relative to what is otherwise permitted or required under this Lease, or any change or changes to other terms or requirements of this Lease.

"Change Directive" has the meaning specified in Section 12.3 of the Lease.

"Change in Control" means (a) any direct or indirect transfer, assignment, pledge, hypothecation, or other disposal (whether voluntary or involuntary, and whether in a single transaction or a series of related transactions) of 49% or more of the share, units, or ownership interests in the Concessionaire or any direct or indirect parent entity of the Concessionaire, or (b) a direct or indirect change in the ownership or control of any legal, beneficial, or equitable interest in any or all of the shares, units, or ownership interests in the Concessionaire (including the control over the exercise of voting rights conferred on equity share capital, unit interests or equity interests or the control over the right to appoint or remove directors, a general partner, a managing member or other managers), including changes arising from assignment or transfer of existing shares, units or equity, issuance of new shares, units or equity or amalgamation, merger consolidation, amendment of a limited partnership certificate or other reorganization, or any other direct or

indirect change which results in a person or group of persons, other than the equity holders of the entity immediately prior to the change, directly or indirectly:

(1) Controlling the composition of the majority of the board of directors of the entity or of a general partner or manager of the entity;

(2) Controlling the decisions made by or on behalf of the person, including by controlling the voting power of the board of directors or by controlling the voting power of any class of shareholders or equity holders of any of the entity, a general partner of the entity or a manager of the entity or otherwise;

(3) Holding equity (either beneficially or otherwise) of that entity with a subscribed value (taking into account contributions to be made in the case of a limited partnership) of more than one half of the subscribed value (taking into account contributions to be made in the case of a limited partnership) or equity (either beneficially or otherwise) of that entity with more than one half of the voting rights; or

(4) Having the ability to direct or cause the direction of the management, actions or policies of the entity.

"Change in Costs" means, in respect of any MassDOT Change or Relief Event, and subject to all terms and conditions hereof, the effect of that event (whether of a singular or recurring nature, and whether positive or negative) upon the actual or anticipated costs, losses or liabilities of the Concessionaire, as relevant and without double-counting, for the following:

(1) The reasonable direct costs of complying with the requirements of Article 12 (Changes) or Article 17 (Supervening Events);

(2) The reasonable costs of design and construction directly resulting from the relevant event, including costs to comply with Appendix E (Design and Construction Requirements) and all other Contract Standards;

(3) The reasonable costs of employing additional staff to the extent directly resulting from the relevant event;

(4) Reasonable operating costs, or life cycle, maintenance or replacement costs directly resulting from the relevant event;

(5) Reasonable costs necessarily incurred by the Concessionaire to finance the consequences of the Relief Event, including commitment fees, capital costs and interest costs pending receipt of a lump-sum payment;

(6) Any deductible or any increase in premium under or in respect of any insurance policy, in each instance to the extent actually incurred; and

(7) Reasonable costs attributable to any loss, damage, injury, liability, obligation, cost, fee, charge, judgment, penalty, fine, response cost, expense (including attorneys', accountants' and expert witnesses' fees and expenses), in respect of a third party claim(s), due to injury to or death of persons, or damage or loss of property, to the extent directly resulting from the MassDOT Change or Relief Event;

Provided that in no circumstances shall Change in Costs include any indirect costs or any cost incurred due to Concessionaire Fault.

"Change in Law" means the coming into effect of any Applicable Law enacted after the Commencement Date or any modification (including repeal) of any Applicable Law existing on the Commencement Date that comes into effect after the Commencement Date, compliance with which, in accordance with the Contract Standards, materially expands the scope or materially interferes with, delays or increases the cost of performing the Contract Services; provided that, none of the following shall constitute a Change in Law:

(1) Any law, statute, code or regulation that has been enacted or adopted on or before the Commencement Date to take effect after the Commencement Date;

(2) The denial, delay in issuance of, or imposition of any term or condition in connection with, any Governmental Approval required for the Contract Services;

(3) A change in the nature or severity of the actions typically taken by a Governmental Authority to enforce compliance with Applicable Law which was in effect as of the Commencement Date;

(4) Any increase in any fines or penalties provided for under Applicable Law in effect as of the Commencement Date;

(5) Any act, event or circumstance that would otherwise constitute a Change in Law but that does not change the requirements imposed on the Concessionaire by the Contract Standards in effect as of the Commencement Date; or

(6) Any change in Tax law other than a Discriminatory Change in Law relating to Tax law.

Revised or new MassDOT policies applicable to the Service Plazas after the Commencement Date shall not constitute a Change in Law; however, any such revised or new policies may be considered a MassDOT Change as and to the extent provided in Section 7.3(A) of the Lease.

"Change Order" means a written order signed by MassDOT and the Concessionaire, making a Change, including a Change adjusting the compensation payable by either Party hereunder, or adjusting any of the scheduled completion dates.

"Charger Uptime" means when the charging port hardware and software are both online and available for use, or in use, and the Charging Port successfully dispenses electricity in accordance with requirements for minimum power levels specified in Section 4.16. of Appendix E.

"Charging Network" means a collection of EV Chargers located on one or more property(ies) that are connected via a dedicated platform relying on digital communications to manage the facilitation of payment, the facilitation of electrical charging, and any related data requests.

"Charging Network Provider" means the entity that operates the digital communication network that remotely manages the EV Chargers. Charging Network Providers may also serve as Charging Station Concessionaires and/or manufacture Chargers.

"Charging Port" means the system within an EV Charger that charges one EV. A Charging Port may have multiple Connectors, but it can provide power to charge only one EV through one Connector at a time. Each Charging Port shall have a dedicated Charging Stall.

"Charging Stall" means a dedicated space adjacent to an EV Charger where an EV parks to charge. Each Charging Stall must have a dedicated Charging Port, while one EV Charger may have multiple Charging Ports and therefore may serve multiple Charging Stalls.

"Chief Engineer" means the Chief Engineer of MassDOT acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him or her.

"CMMS" has the meaning specified in Section 8.10(B) of the Lease.

"Collateral Agent" means:

(1) The 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;

(2) The 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 or on their behalf to whom Security Documents are outstanding at the time of execution of such document (a copy of which shall be delivered by the Concessionaire to MassDOT); or

(3) In the event the Project Debt is issued and held by a single Lender, such Lender.

"Collective Indemnitees" means MassDOT Indemnitees and Commonwealth Indemnitees.

"Commencement Date" means [TBD].

"Commission" has the meaning specified in Section 8.14(A) of the Lease.

"Committed Investment" means:

(1) Any form of direct investment of good and immediately available funds by Equity Members, including the purchase of equity shares in and/or the provision of Equity Member Debt to the Concessionaire; or

(2) An irrevocable written commitment to make the direct investment referenced in clause (1) of this definition, in good and immediately available funds, by a date which is no later than the Commencement Date, coupled with an on demand letter of credit issued by a Qualified Commercial Bank for the account of an Equity Member naming the Concessionaire as beneficiary and guaranteeing such commitment.

"Commonwealth" means the Commonwealth of Massachusetts.

"Commonwealth Indemnitees" means the Commonwealth and its agencies, departments, elected officials, members, officers, directors, commissioners, employees, representatives, agents, contractors, consultants, subcontractors and the successors and assigns of each of the foregoing.

"Compliance Item(s)" means the compliance items listed in Table 1 of Appendix F.

"Concessionaire" has the meaning specified in the preamble of the Lease.

"Concessionaire Change Request" has the meaning specified in Section 12.4(B) of the Lease.

"Concessionaire Contract Representative" has the meaning specified in Section 13.1(B) of the Lease.

"Concessionaire Fault" means:

(1) A breach by the Concessionaire of any of its obligations under this Lease;

(2) A breach by the Concessionaire of any representation or warranty made by the Concessionaire under this Lease;

(3) A violation of Applicable Law by the Concessionaire or any Concessionaire Person in performance of the Contract Services;

(4) Willful misconduct of the Concessionaire or any Concessionaire Person; or

(5) A negligent act or omission of the Concessionaire or any Concessionaire Person.

"Concessionaire Field Completion" has the meaning specified in Section 7.1 of Appendix E.

"Concessionaire Interest" means all right, title and interest of the Concessionaire in, to, under or derived from this Lease.

"Concessionaire Person" means:

(1) The Concessionaire and any Project Contractor or Subcontractor;

(2) Any person with a direct equity interest in the Concessionaire, any Project Contractor, any Sublessee or any Subcontractor;

(3) Any other person (excluding any MassDOT Person) performing Contract Services directly or indirectly for or on behalf of the Concessionaire, including without limitation Design Professionals, Producers, Fabricators and Manufacturers;

(4) Any other person (excluding any MassDOT Person) for whom the Concessionaire may be legally or contractually responsible; and

(5) Any director, officer, employee, contractor, agent, representative, subtenant, licensee, consultant, advisor (including any legal and financial advisor), successor or assign of any of the foregoing.

"Concessionaire Self-Perform Notice" has the meaning specified in Section 13.3(D) of the Lease.

"Concessionaire Update Submittal" has the meaning specified in Section 8.3 of the Lease.

"Concessions Agreement" means the contract(s) that may be entered into by and among the Concessionaire and a Project Contractor(s) to provide for the performance of food and beverage services, ancillary services related thereto and certain facilities management services in connection with the O&M Services; provided that, to the extent the Concessionaire self-performs such food and beverage services, ancillary services related thereto and facilities management services in connection with the O&M Services, as permitted by Section 13.3, references to the Concessions Agreement shall be construed either as references to applicable portions of this Lease, or as the context may otherwise require.

"Confidential Information" has the meaning specified in Section 22.6(A) of the Lease.

"Conformance Measure" means the method used to evaluate inspection findings to determine the degree of product conformance with quality requirements. [The Conformance Measure used can be very simple and qualitative or can utilize a numeric or quantitative approach.

The typical Conformance Measures applied include: Pass/Fail, Percent Conforming, and Numeric Score.]

"Conformance Review" means a review by MassDOT, to verify that a submittal/submission complies with the Contract Standards, the outcome of which is not binding on MassDOT and does not relieve the Concessionaire of any obligation under the Lease.

"Connector" means the device that attaches an EV to a Charging Port in order to transfer electricity.

"Construction Commencement Conditions" has the meaning specified in Section 5.4(C) of the Lease.

"Construction Commencement Date" means, with respect to each Service Plaza, the date on which construction activity actually commences at such Service Plaza.

"Construction Documents" means all approved submittals, approved shop drawings, working drawings, and samples necessary for the Redevelopment Work in accordance with the Lease.

"Construction Management Plan(s)" or "CMP" has the meaning specified in Section 8.5.1 of Appendix E.

"Construction Organization Chart" means a chart that shows relationships between functions and the functional relationships with Subcontractors.

"Construction Performance Bond" means a performance bond covering faithful performance of the Concessionaire's obligations under this Lease in respect of Construction Work as described and maintained pursuant to this Lease, including Section 10.3 of the Lease.

"Construction Quality Control (QC) System" means the operational system, tests, and inspections executed daily by the Concessionaire to measure, monitor, and regulate the production and placement of all materials during Construction Work. It consists of two tiers: frontline "self-checks" by production crews and formal, independent inspection and testing performed by a dedicated Construction QC Team operating separately from production pressures. The system establishes whether the work processes are in statistical control and meeting specific contract thresholds.

"Construction Staging" means a detailed strategy for managing site logistics, material storage, equipment, and traffic during construction to maximize safety and efficiency while minimizing community disruption.

"Construction Verification" means the verification of the quality of materials and workmanship through inspection, sampling and testing.

"Construction Verification System" means an independent testing, sampling, and auditing program conducted strictly by MassDOT (or its designated oversight representatives) to formally accept the Project's Construction Work.

"Construction Work" means all construction, alteration and related work performed by the Concessionaire, including the Redevelopment Work and all Permitted Capital Improvement Work.

"**Consumer Price Index**" or "**CPI**" has the meaning specified in Section 4.1(C) of the Lease.

"Contactless Payment" means a secure method for consumers to purchase services using a debit card, credit card, smartcard, mobile application, or another payment device by using RFID technology and NFC.

"Continuity Notice" has the meaning specified in Section 2.2 of the Lease.

"Continuity of Operations Period" has the meaning specified in Section 2.2 of the Lease.

"Contract Administration Memorandum" has the meaning specified in Section 22.10(D) of the Lease.

"Contract Milestones" means

(a) Milestone 1 – Concessionaire Field Completion (for each Service Plaza);
(b) Milestone 2 – Substantial Completion (for each Service Plaza);
(c) Construction Commencement Date;
(d) Substantial Completion Date; and
(e) Longstop Date.

"Contract Services" means all obligations and services to be provided by the Concessionaire under this Lease, including the Redevelopment Work, the Permitted Capital Improvement Work, and the O&M Services.

"Contract Standards" means the standards, terms, conditions, methods, techniques and practices imposed or required by:

(1) Applicable Law;
(2) Good Engineering and Construction Practice;
(3) Good Industry Practice;
(4) The Design and Construction Requirements;
(5) The Environmental Protocol;
(6) The Operations and Maintenance Performance Standards;
(7) The Required Insurance;
(8) The Project Plans;
(9) Any plans and specifications approved or verified by MassDOT in accordance with this Lease;

(10) Applicable written equipment Manufacturers' specifications, requirements and recommendations; and

(11) Any other standard, term, condition or requirement provided in this Lease to be observed by the Concessionaire.

"Control Chart" or "Statistical Control Chart" means a graphical plot of Quality Control measurements or test values used to identify variation in a production or placement process due to either Chance Causes or Assignable Causes.

"Convenience Store" has the meaning specified in Section 4.10.4.3 of Appendix E**.**

"Cooperation Fine" means MassDOT's reasonable good-faith estimate of the additional costs, expenses, and losses arising from each violation by the Concessionaire of Section 21.8.

"**Corrective Action Notice"** has the meaning specified in Section 3.6 of Appendix F.

"Corrective Action Plan" has the meaning specified in Section 3.6 of Appendix F.

"Critical Path Method" or "CPM" means a Project Schedule that specifies the time frame for interim events and the activities and durations associated with the longest path(s) through a Project Schedule.

"Cultural Resources" are defined as set forth in the governing federal and state legislation concerning cultural resources (Section 106 of the Historic Preservation Act, as amended; 36 CFR 800; and Mass.Gen.L.c.9, §§ 26-27C, as amended by Chapter 254 of the Acts of 1988; and 950 CMR 70.00 and 71.00).

"Date of Lease" has the meaning specified in the preamble of the Lease.

"Day" or "day" means calendar days.

"Deliverable Material" has the meaning specified in Section 7.7 of the Lease.

"Department" means the Massachusetts Department of Transportation or MassDOT.

"Design and Construction Agreements" means the design, construction and/or design-build contracts to be entered into by and among the Concessionaire and Project Contractors to provide for the performance of the Redevelopment Work.

"Design and Construction Requirements" has the meaning specified in Appendix E (Design and Construction Requirements).

"Design Change Notices" or "**DCNs"** has the meaning specified in Appendix E, Section 4.5.3.8.

"Design Criteria" means the mandatory technical standards, guidelines, and safety policies applied to all MassDOT projects as outlined in Appendix E.

"Design Development" means design work associated with the 25%/75% Design Development submittal including Plans, draft Special Provisions and reports.

"Design Documents" means all drawings (including plans, elevations, sections, details and diagrams), specifications, materials lists, reports, calculations, records, and submittals necessary or appropriate for design of the Redevelopment Work in accordance with the Lease.

"Design Exception" means a formally documented and approved deviation from MassDOT adopted- minimum design or controlling criteria, justified through engineering analysis and subject to agency review and approval.

"**Design Professional**" means a Concessionaire Person engaged in the practice of architecture, engineering, landscape architecture, or land surveying who is licensed and registered in Massachusetts to provide architectural, engineering or land surveying services and providing in respect of the Contract Services the type of services he or she is licensed, registered and qualified to provide.

"**Design QC Team**" has the meaning specified in Section 2.6.3 of Appendix E.

"Design Submission" or **"Design Submittal"** means a formal package of Design Documents submitted to MassDOT for Conformance Review and Design Verification.

"**Design Team**" means all Concessionaire Persons responsible for any design services in respect of Redevelopment Work or the Permitted Capital Improvement Work, including architects, landscape architects, engineers, surveyors and design consultants.

"**Design Verification**" means the process of confirming that the Design outputs (such as drawings and specifications) accurately meet the Contract Standards.

"Designated Agent" means a consultant directly under contract to MassDOT to assist in performing Acceptance and Design Verification activities.

"Designated Local Retail Area" means, with respect to a Service Plaza, the interior Tenant Space floor area equal to the greater of (i) five percent (5%) of the Tenant Space at such Service Plaza, or (ii) the percentage of Tenant Space at such Service Plaza to be used for the display and sale of Locally Sourced Products as stated in the Proposal, whether in a dedicated area or integrated within the Tenant Space retail offerings described in Section 8.9(B), excluding any outdoor farmers market space at the Service Plaza.

"Diesel" means Fuel sold for use in diesel motor vehicles and diesel motor vehicle engines and/or diesel internal combustion engines that is commonly or commercially known or sold as diesel fuel.

"Direct Current Fast Charger" or **"DCFC"** means a Charger that enables rapid charging by delivering DC electricity directly to an EV's battery.

"Discriminatory Change in Law" means a Change in Law which, in the application or interpretation thereof, principally applies to discriminate or has the effect of discriminating against the Project or the Concessionaire with respect to the Project and not other projects or persons.

"Dispute Resolution Procedures" means the procedures for the resolution of disputes between the Parties set forth in Article 19 (Dispute Resolution Procedures) of the Lease.

"Dispute Resolution System" means a legally mandated, highly structured engineering process used to resolve statistical conflicts when MassDOT's verification test results do not match the Concessionaire's QC data. If the two datasets exhibit a statistically significant difference that cannot be reconciled mathematically, the Dispute Resolution System dictates the use of a pre-selected third-party independent laboratory to test referee samples. The third-party lab's findings are legally binding and final for project payment adjustments.

"Distribution" means, whether in cash or in kind, any:

(1) Dividend or other distribution in respect of shares or other capital;

(2) Reduction of capital, redemption or purchase of shares or any other reorganization or variation to share capital;

(3) Payments by the Concessionaire under the Equity Member Funding Agreements (whether of principal, interest, breakage costs or otherwise);

(4) Payment, loan, contractual arrangement or transfer of assets or rights directly, to the extent (in each case) it was put in place after the Financial Close and was neither in the ordinary course of business nor on reasonable commercial terms; or

(5) Receipt of any other benefit which is not received in the ordinary course of business and not on reasonable commercial terms.

"Document Control Engineer" means a professional responsible for managing, tracking, validating, and safeguarding technical documents and data throughout the lifecycle of the Project.

"Early Release for Construction (ERC)" means a collection of documents presented by the Concessionaire to MassDOT seeking authorization to start Construction Work, which includes Design Documents, Special Provisions, documentation that the Concessionaire has obtained all required Governmental Approvals (including, Environmental Approvals) and Utility Owner Approvals; QC Plan(s) and checklist for the work items, shop drawings with ERC stamp (for field constructed items), construction procedure, demolition procedure, Traffic Management Plans, and list of items and quantities (standard and non-standard), but excluding the Final Design and the Issued for Construction Design Documents.

"Early Release for Fabrication (ERF)" means a collection of documents presented by the Concessionaire to MassDOT seeking authorization to start material fabrication that includes

Design Documents, shop drawings with ERC stamp, fabrication schedule, fabricator's Quality System Manual and QC Plan(s) and checklist for the work item(s).

"Early Start of Construction" means any Redevelopment Work that is performed by the Concessionaire prior to receiving MassDOT's approval of the Final Design.

"Electric Vehicle" or "**EV**" means a motor vehicle that is either partially or fully powered on electric power received from an external power source. For the purposes of this Lease, this definition does not include golf carts, electric bicycles, or other micromobility devices.

"Electric Vehicle Charging Agreement" means the contract(s) to be entered into by and among the Concessionaire and a Project Contractor(s) to provide for the performance of EV charging services, ancillary services related thereto and certain facilities management services in connection with the O&M Services; provided that, to the extent the Concessionaire self-performs such EV charging services, ancillary services related thereto and facilities management services in connection with the O&M Services, as permitted by Section 13.3, references to the Electric Vehicle Charging Agreement shall be construed either as references to applicable portions of this Lease, or as the context may otherwise require.

"Encumbrance" means any Lien, lease, mortgage, security interest, charge, judgment, judicial award, attachment or encumbrance of any kind with respect to the Project.

"Environmental Approvals" means any Governmental Approval or amendment or modification thereto, arising from or required by Environmental Laws.

"Environmental Audit Report" has the meaning specified in Section 11.8 of the Lease.

"Environmental Clearances" means an undertaking that has been reviewed under Section 106 of the National Historic Preservation Act of 1966 (NHPA), the undertaking's effects (if any) on historic properties have been taken into consideration, and the Section 106 review process for the undertaking has been completed.

"Environmental Laws" means any and all present and future federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as may be amended from time to time) pertaining to environmental or health and safety-related regulations, natural resources, contamination, clean-up, remediation or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Re-authorization Act of 1986, Public Law No. 99-499; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act as amended, 29 U.S.C. §§ 655 and §§ 657 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act,

M.G.L. c. 21E; the Massachusetts Toxic Use Reduction Act, M.G.L. c. 21I; the Underground Storage Tank Petroleum Product Cleanup Fund, M.G.L. c. 21J; the Wetlands Protection Act, M.G.L. c. 131, § 40; and any other federal or state statute or city or county ordinance regulating the generation, storage, containment, treatment or disposal of any Hazardous Substances or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, storage and disposal of oil and hazardous wastes, substances and materials and storm water drainage.

"Environmental Management Plans" has the meaning specified in Section 8.2(C) of the Lease.

"Environmental Protocol" has the meaning specified in Appendix J.

"Environmental Relief Condition" means a Pre-Existing Hazardous Substances Condition that materially restricts or prohibits the Concessionaire from construction, occupation or use of the Service Plaza pursuant to Environmental Laws for a period greater than 30 days and subject to all terms and conditions of Article 17 (Supervening Events); provided, however, that the events, circumstances and conditions described in Section 11.1(A)(1)-(7) shall not qualify as an Environmental Relief Condition.

"Equity Investor(s)" means each person or entity that proposes or is designated to directly or indirectly contribute equity to the Concessionaire in connection with the Project. If an Equity Investor is an investment fund, Equity Investor shall include each general partner of such investment fund. For the avoidance of doubt, the Proposer is not, solely by virtue of being the Concessionaire, an Equity Investor unless it also contributes equity to itself through its ownership structure.

"Equity IRR" means the nominal post-tax internal rate of return to the Committed Investment described in clause (1) of the definition of Committed Investment over the full Term calculated, using the Financial Model, at the discount rate that, when applied to Committed Investment cash flows, gives a zero net present value; provided that:

(1) The phrase "post-tax" refers only to a single level of U.S. federal and State income tax liability of the Concessionaire or its Equity Members, calculated at a rate no greater than the maximum rate charged to domestic corporations and taking into account the deductibility of state and local taxes for federal purposes, and specifically excludes (a) any foreign income tax and other tax of any kind and (b) any withholding tax for federal, state and local tax purposes, including any tax that the Concessionaire 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 26 U.S.C. §§ 1441–1446, notwithstanding 26 U.S.C. § 1461, or any similar State or local law; and

(2) The phrase "cash flows" refers to Distributions, minus Committed Investment described in clause (1) of the definition of Committed Investment.

"Equity Member" means any person with a direct equity interest in the Concessionaire.

"Equity Member Debt" means any obligations created, issued or incurred by the Concessionaire for borrowed money that:

1. Is owed to any Equity Member or any Affiliate thereof; and

2. Is subordinated in priority of payment and security to all Debt incurred in connection with the Project held by persons who are not Equity Members.

"Equity Member Funding Agreement" means any loan agreement, credit agreement or other similar financing agreement or subordination agreement providing for or evidencing Equity Member Debt.

"EV Charger" or **"EVSE"** means a device with one or more Charging Ports and Connectors for charging EVs.

"EV Charging Annual Report" means the report described in Section 4.16.5 of Appendix E.

"EV Charging Stations" means collectively all EV Chargers in a particular Service Plaza and includes the EV Chargers supporting equipment and amenities, Charging Stalls, and lanes for vehicle ingress and egress.

"Event of Default" has the meaning specified in Section 20.2(A) of the Lease.

"Exempt Refinancing" means:

(1) Amendments, modifications, supplements or consents to Financing Documents (excluding extensions and renewals), and the exercise by a Lender of rights, waivers, consents and similar actions in the ordinary course of day-to-day loan administration and supervision that, in each case, do not individually or in the aggregate provide a financial benefit to the Concessionaire;

(2) A change in taxation or change in accounting treatment pursuant to changes in Applicable Law or GAAP;

(3) Any of the following acts by a Lender:

a. The syndication of any of such Lender's rights and interests in the Financing Documents; or

b. The grant by such Lender of any rights of participation, or the disposition by such Lender of any of its rights or interests, in

respect of the Financing Documents in favor of any other Lender;

c. A re-set of an interest rate pursuant to the express terms of any Financing Documents (including through the amendment of any Financing Document);

d. Subject to Section 15.2, any sale of any equity interests in the Concessionaire by an Equity Member or securitization of the existing rights or interests attaching to any equity interests in the Concessionaire or its direct, 100% Equity Member, if any; or

e. Any Refinancing contemplated in the Financing Plan, as approved by MassDOT.

"Expiration Date" means [TBD].

"Extended Term" has the meaning specified in Section 2.1(D) of the Lease.

"**Extended Terms Notice**" has the meaning specified in Section 2.1(D) of the Lease.

"Extension Notice" has the meaning specified in Section 2.1(D) of the Lease.

"E-Z Pass Office" has the meaning specified in Section 4.10.4.3 of Appendix E.

"Fabricated Structural Materials" means major structural items produced specifically for an individual construction project by a material Fabricator. They are generally characterized by one or more of the following conditions:

a) The production process for the material occurs under controlled conditions at a Fabricator plant;

b) The material properties are stable and have no potential for alteration under proper transportation from the Fabricator to the Project site;

c) The materials arrive at the Project site in a solid state and require little or no additional work after installation.

"Fabricator" means a company which produces Fabricated Structural Materials (e.g. Precast/Pre-stressed Concrete Structural Elements, Fabricated Structural Steel) for the Concessionaire, a Project Contractor or a Subcontractor.

"Facility Condition Assessment (FCA)" means a systematic, data-driven evaluation of a building's physical assets and infrastructure. Its primary goal is to identify deferred maintenance, assess the remaining useful life of systems, and generate prioritized cost estimates for future repairs and replacements.

"Field Design Change Notices" or **"FDCs"** has the meaning specified in Appendix E, Section 4.5.3.9.

"Final Acceptance" is provided by MassDOT once all Redevelopment construction is found completed and all contractually required reports or other documents have been completed and uploaded in accordance with the requirements of the Lease. MassDOT shall in writing make acceptance of the physical Redevelopment work.

"Final Design" means design work associated with the Final Design and Issued for Construction (IFC) submissions including Plans and Special Provisions advancing the BTC as required by the RFP.

"Financial Close" means the satisfaction or waiver of the closing conditions set forth in the Transition Agreement.

"Financial Model" means the financial model submitted by the Concessionaire as part of its Proposal and approved by MassDOT, as the same may be amended or replaced in accordance with this Lease.

"Financially Responsible Party" means each parent company, Affiliate, or other entity that is proposed by the Concessionaire as the party that will support and guarantee the obligations of the Concessionaire, Equity Investor, Lead Contractor, Lead Designer, or Lead O&M Provider (as applicable).

"Financing Documents" means the Security Documents together with all credit agreements, loan agreements, note purchase agreements, indentures, intercreditor agreements, security agreements, pledge agreements, and all other agreements, instruments and documents evidencing, securing, or otherwise relating to the Financing Plan, in each case as amended, supplemented, restated or replaced from time to time.

"Financing Plan" means the overall financial strategy for the construction of the Redevelopment Improvements submitted by the Concessionaire as part of its Proposal and approved by MassDOT, as the same may be amended or replaced in accordance with this Lease.

"First Surrender Inspection" has the meaning specified in Section 9.8(B) of the Lease.

"Fitch" means Fitch Ratings Ltd., or any of its successors and assigns. If such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally-recognized securities rating agency designated by MassDOT.

"Food, Beverage, and Fuel Pricing Survey" has the meaning specified in Appendix H.

"Force Majeure" means the occurrence of:

(1) An earthquake, landslide, tornado, hurricane (Category 3 and higher), extreme wind, rain, and snow weather events, or other natural disaster, in each case, that (i) directly impacts the Project or equipment or materials for the Project located off-site; and (ii) has formally been declared a disaster by the President of the United States or state of emergency by the Governor of the Commonwealth under Applicable Law;

(2) Certified acts of terrorism as defined by the Terrorism Risk Insurance Act occurring during any period in which Terrorism Risk Insurance Act or a substantially identical federal law is not in effect;

(3) Terrorism arising from nuclear, biological or chemical materials, or any act which would constitute a certified act of terrorism as defined by the Terrorism Risk Insurance Act occurring during any period in which the Terrorism Risk Insurance Act or a substantially identical federal law is not in effect;

(4) War, civil war, armed conflict, riot, insurrection, civil commotion or disturbance (including armed violence and hostage taking), sabotage and related causes;

(5) Nuclear explosion or nuclear, radioactive, chemical or biological contamination;

(6) Epidemics, pandemics or quarantine, or health alerts issued by a Governmental Authority relating thereto;

(7) The preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a Governmental Authority in connection with a public emergency or any condemnation or other taking by eminent domain of any material portion of a Service Plaza;

(8) A delay or interference with the Redevelopment Work or other Contract Services directly attributable to a Utility Owner's failure to complete distribution system upgrades in the timeframe required by such Utility Owner's construction schedule obligations to the Concessionaire, provided the Concessionaire did not contribute to the cause of such delay; or

(9) The actual occurrence of a risk event with respect to an Uninsurable Risk that results in a loss, as and to the extent provided in Section 16.4(B)(3) of the Lease.

In each case, subject to all terms and conditions of Article 17 (Supervening Events).

"Formal QC" means independent inspections and testing performed by a dedicated QC team that is not directly involved in the production of that specific item.

"Frontline QC" means self-inspections and self-checks performed by the personnel actually doing the work (the production team). It is the first level of quality monitoring, ensuring work meets standards as it is produced.

"Fuel" means Gasoline, Diesel and Alternative Fuels, if and to the extent provided by the Concessionaire under this Lease with respect to the applicable Service Plaza.

"Fuel Service" means the provision, service, and/or sale of Fuel.

"Fuel Service Agreement" means a contract(s) that may be entered into by and among the Concessionaire and a Project Contractor(s) to provide for the performance of Fuel Services, ancillary services related thereto and certain facilities management services in connection with the O&M Services; provided that, to the extent the Concessionaire self-performs such Fuel Service, ancillary services related thereto and facilities management services in connection with the O&M Services, as permitted by Section 13.3 of the Lease, references to the Fuel Service Agreement shall be construed either as references to applicable portions of the Lease, or as the context may otherwise require.

"Fuel Service Equipment" means any and all furnishings, fixtures, machines and/or equipment used in connection with Fuel or Fuel Services, including the temporary and/or permanent storage, fueling, delivery servicing, monitoring and repairing of such items, including fuel pumps, fuel storage tanks, fuel delivery systems, fire and other safety systems and any equipment to monitor or protect against a Release of Fuel; and all additions thereto and alterations, modifications and replacements thereof. Without limiting the generality of the foregoing "Fuel Service Equipment" shall include all equipment used in connection with the storage, fueling, delivery, servicing, monitoring and repairing of Fuel Service Equipment as of the Commencement Date.

"Fueling Systems Operating Plan" means the Concessionaire's written plan for tank and dispensing systems inspections, leak detection systems monitoring, safety and security measures, record keeping, and training requirements in respect of Fuel and Fuel Service Equipment.

"GAAP" means generally accepted accounting principles in effect and consistently applied in the United States (including the accounting recommendations published in the Handbook of the American Institute of Certified Public Accountants).

"Gasoline" means Fuel sold for use in motor vehicles and motor vehicle engines and/or internal combustion engines that is commonly or commercially known or sold as gasoline, including, but not limited to, E-85 or any related biofuels.

"General Conditions" means the legal and operational framework governing construction contracts. They outline the rights, responsibilities, and relationships between the relevant Project Contractor responsible for Construction Work and the Concessionaire, covering procedures that are not specific to a single construction item but are necessary for the overall execution of Construction Work.

"Good Engineering and Construction Practice" means, with respect to the Redevelopment Improvements and Permitted Capital Improvements, those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, architecture, engineering, equipping, installation, construction and commissioning practices for the design, construction and improvement of projects similar to and of equal or better quality than the Service Plazas.

"Good Industry Practice" means, with respect to the O&M Services, those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good practice in the delivery of maintenance and operational services for projects similar to and of equal or better quality than the Service Plazas.

"Good Working Condition" means, with respect to any asset, system, equipment, fixture, or component, that such item is:

(a) functional, operational, and fit for its intended purpose, without material defect, malfunction, or impairment;

(b) free from material damage, excessive wear, deterioration, or deferred maintenance beyond ordinary wear and tear consistent with its age and expected service life;

(c) maintained, repaired, and serviced in accordance with the manufacturer's specifications, the Contract Standards, and Applicable Law; and

(d) clean, safe, and in serviceable condition suitable for continued use and occupancy.

At the expiration or termination of the Term, an item shall be in Good Working Condition only if such item is also capable of continued operation for the remainder of its expected useful life in accordance with the Surrender Requirements set forth in Section 9.8 of the Lease and Appendix I.

"Governmental Approvals" means all permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Authority of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

"Governmental Authority" means any federal, Commonwealth, regional or local legislative, executive, judicial, regulatory or other governmental board, department, agency, authority, commission, administration, court or other body (including MassDOT, acting in its governmental capacity other than as a party to this Lease), or any official thereof, having jurisdiction in any way over or in respect of any aspect of the performance of this Lease or the Project.

"Gross Revenues" means all receipts, revenues, income (including investment income), benefits and other amounts generated from all sources relating in whole or in part to the Service Plazas, including, but not limited to, foods, beverages, Fuel, EV charging (including idling fees), commodities, merchandise, articles and services, rental of equipment, prepaid product commissions, fees or charges payable by truckers for use of any trucker facilities, income derived from ATMs, money order fees and the amounts generated from sales and provision of services of any nature whatsoever at the Service Plazas, whether sold for consumption or use on or off the premises, without deduction for expenses, cost of merchandise or rentals of any kind whatsoever. Without limiting the foregoing, Gross Revenues shall also include income from sales of cigarettes sold in packs and cigarettes sold in cartons above the applicable Commonwealth minimum price. Gross Revenues, however, shall not include amounts generated from sales taxes, merchandise deposits (except upon ultimate sale of the merchandise), sale price of returned merchandise, sales of lottery tickets, sales of E-Z Pass Tags, sales of cigarette cartons sold at the applicable Commonwealth minimum price amounts generated from any exercise of MassDOT's rights under Section 14.1(A) of the Lease and amounts generated from food, beverage and other self-serve vending machines (including ATMs) operated by the Massachusetts Commission for the Blind. In the event the Massachusetts Commission for the Blind determines at any time during the Term that it will not provide for operation of some or all of the proposed food, beverage and other self-serve vending machines, the Concessionaire shall be responsible for the proposed food, beverage and other self-serve vending machines that are not provided through the Massachusetts Commission for the Blind, and amounts generated from such food, beverage and other self-serve vending machines shall be included in Gross Revenues.

"Hazardous Materials Management" means sampling, stockpiling, storage, backfilling in place, asphalt batching, recycling, treatment, and/or off-site disposal of Hazardous Materials, whichever is the most cost-effective approach authorized under Applicable Law.

"Hazardous Substance" or "Hazardous Materials" means any oil or petroleum product, any hazardous or toxic waste or substance, any substance which because of its quantitative, concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls, toxic metals, etchants, pickling and plating wastes, explosives, reactive metals, and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive waste, or any other similar materials which are included under or regulated by any Environmental Laws.

"Hazardous Substances Condition" means contamination (whether existing on the Commencement Date or thereafter occurring) of any improvements, facilities, soil, groundwater, air or other elements on, in or of the Service Plazas by Hazardous Substances, or the contamination of any improvements, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Substances emanating from the Service Plazas at any time, whether before or after the Commencement Date.

"Health and Safety Plan" or **"HASP"** means a plan pertaining to health and safety associated with the Redevelopment Work or Permitted Capital Improvement Work that is prepared by a Certified Industrial Hygienist or other experienced individual with the appropriate training required by OSHA and that conforms to Good Engineering and Construction Practice.

"Highway" and **"Highways"** have the meaning specified in the recitals of the Lease.

"Idling Fee" means a per-minute charge that EV network operators levy when a vehicle remains connected to a Charging Station after the vehicle charging session ends.

"Implementation Proposal" has the meaning specified in Section 12.2(B) of the Lease.

"Independent Assurance" or "IA" means activities that are an unbiased and independent evaluation of all the sampling and testing (or inspection) procedures used in the Quality Assurance program. IA provides an independent verification of the reliability of the Acceptance (or verification) data obtained by MassDOT and the QC data obtained by the Concessionaire. The results of IA testing or inspection are not to be used as a basis of material acceptance.

"Independent Assurance (IA) by MassDOT" means an unbiased evaluation program executed by MassDOT's Research and Materials Section (RMS) or district personnel to evaluate the testing personnel and the testing equipment used for the Redevelopment Work or Permitted Capital Improvement Work. IA does not measure material properties or determine if an asphalt patch passes specification. Instead, it checks the *testers* and the *machines* (via split-sample testing and calibration audits) to ensure that both the Concessionaire's QC team and MassDOT's verification team are testing uniformly.

"Independent Peer Reviewer" means the person or entity identified by the Concessionaire to provide the services required by G.L. c. 6C, §§ 62-64.

"Infrastructure Assets" means all Service Plaza features including but not limited to physical infrastructure, structures, systems, and improvements located at, serving, or comprising the Service Plaza, whether now existing or hereafter constructed, installed, or acquired, including but not limited to:

(a) buildings and structures and their structural, architectural, roofing, and envelope components;

(b) site improvements, including parking areas, driveways, ramps, curbing, sidewalks, walkways, fueling areas, signage, lighting, and landscaping;

(c) fueling systems and EV charging systems;

(d) utility systems and connections, including water, sanitary sewer, storm water drainage, electrical, natural gas, telecommunications, and fire protection systems;

(e) mechanical, electrical, plumbing, HVAC, and life-safety systems and equipment;

(f) erosion and sediment control and storm water management facilities, including ponds, basins, sumps, and discharge structures; and

(g) all fixtures, equipment, and appurtenances permanently affixed to or forming an integral part of the Service Plaza.

"Infrastructure and Inventory Management Services" means the services required to manage, track, maintain, and account for the Infrastructure Assets, equipment, fixtures, systems, and inventory of the Service Plaza throughout the Lease Term in accordance with Section 4 of Appendix F.

"Initial Food, Beverage and Fuel Pricing Survey" has the meaning specified in Appendix H.

"Initial Plaza Redevelopment Plan" means the Initial Plaza Redevelopment Plan attached to the Lease as Appendix C, including all revisions to such plan made in accordance with the Lease.

"Inspection Attributes" means the specific, measurable characteristics of a work item that must be checked to ensure it meets contract requirements.

"**Inspection Checklist**" means the standardized form set forth in Attachment 1 of Appendix F, as the same may be updated, supplemented, or otherwise modified from time to time in accordance with the Lease. The Inspection Checklist identifies each compliance item to be inspected and is used to record the Pass or Fail rating for each compliance item in accordance with Section 2 and Section 3 of Appendix F.

"Inspection Data Platform" has the meaning specified in Section 1.1 of Appendix F.

"Insurance Condition" means any term or condition required to be in a policy of Required Insurance hereunder, excluding the coverage of any risk.

"**Intellectual Property**" or "**Intellectual Property Right**" or "**IPR**" means any and all current and future legal and equitable rights and interests in or to know-how, patent rights, copyrights (registered or unregistered, and including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology (including software) and other intellectual activity and applications of or for any of the foregoing.

"Issued for Construction Design Documents" means the Design Documents stamped and sealed by a Design Professional, as formally submitted and accepted by MassDOT, following the complete resolution of open design items and review comments generated at the Final Design submittal stage, as required pursuant to the Lease.

"J3400 Connector" means an EV charging connector that complies with the J3400 Standard.

"J3400 Standard" means the charging connector standard based on the NACS connector, which is manufacturer and supplier agnostic. The J3400 Standard is further described in the technical information report available at: https://www.sae.org/standards/content/j3400_202312/.

"Key Personnel" means the key management and supervisory personnel identified in Appendix K (Key Personnel, Project Contractors and Subcontractors).

"Labor Peace Agreement" has the meaning specified in Section 13.1(G) of the Lease.

"Landlord" has the meaning specified in the preamble of the Lease.

"Lead Contractor(s)" means a member of the Proposer team that will be primarily responsible for construction of the Redevelopment Improvements. If the Lead Contractor(s) is a consortium, partnership, joint venture, or other legal structure, the Lead Contractor(s) shall include each member thereof.

"Lead Designer(s)" means a member of the Proposer team that will be primarily responsible for the design, engineering, or architecture of the Redevelopment Improvements. If the Lead Designer(s) is a consortium, partnership, joint venture, or other legal structure, the Lead Designer(s) shall include each member thereof.

"Lead O&M Provider" means a member of the Proposer team that will be primarily responsible for the long-term operation and maintenance of the Service Plazas. If the Lead O&M Provider(s) is a consortium, partnership, joint venture, or other legal structure, the Lead O&M Provider(s) shall include each member thereof.

"Lease" has the meaning specified in the preamble of the Lease and includes the Lease as amended from time to time.

"Lease Guarantor" has the meaning specified in Section 10.2 of the Lease.

"Lease Guaranty" has the meaning specified in Section 10.2 of the Lease.

"Lease Limit" has the meaning specified in Section 3.2(A) of the Lease.

"Lease Term" or **"Term"** shall mean the period commencing on the Commencement Date and continuing until the Expiration Date. *See Section 2.1(A) of the Lease.*

"Lease Year" means a period of twelve consecutive full calendar months, the first of which shall commence on the Commencement Date, with each following Lease Year beginning on each consecutive anniversary thereof. Any computation made on the basis of a Lease Year shall be adjusted on a pro rata basis to take into account any Lease Year of less than 365 or 366 days, whichever is applicable.

"Leasehold Mortgage" means any mortgage granted and held in full compliance with the terms of this Lease and constituting a lien upon the interest of the Concessionaire in this Lease and the leasehold estate hereby created.

"Leasehold Mortgagee" means the party acting as mortgagee under a Leasehold Mortgage, provided, however, that any Leasehold Mortgagee must be a Lender.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Lease, and all appeals therefrom; provided, however, that arbitration shall only be applicable if both Parties, in their sole discretion, agree to participate in arbitration.

"Lender" means:

(1) A United States trust company, insurance company, investment company, pension fund or institution which has at least $500 million in assets, including entities wholly owned by any of the foregoing;

(2) A bank regulated by the Board of Governors of the Federal Reserve System of the United States or a United States bank, saving and loan institution, insurance company, investment company, employee benefit plan, or other institution that has or manages at least $500 million in assets and would be a "qualified institutional buyer" under United States securities law, including entities wholly owned by any of the foregoing;

(3) An institution which is recognized or permitted under the law of any member state of the European Economic Area to carry on the business of a credit institution pursuant to Council Directive 2000/12/EC relating to the taking up and pursuit of the business of credit institutions or which is otherwise permitted to accept deposits in the United Kingdom or any European Economic Area member state and which has or manages at least $500 million in assets;

(4) An institution which is recognized or permitted under the law of any member State of the Organization for Economic Cooperation and Development to carry on within the Organization for Economic Cooperation and Development member states the business of a credit institution, insurance company, investment company, or pension fund and which has or manages at least $500 million in assets, including entities wholly owned by any such institution; or

(5) Any other institution MassDOT designates in writing as a "Lender."

"Lenders' Remedies Agreement" means the Lender's Remedies Agreement dated _____ between MassDOT, [_____], as Collateral Agent and the Concessionaire and shall include any subsequent Lender's Remedies Agreement(s) that may be entered into by MassDOT, the Collateral Agent and Concessionaire.

"Letter of Credit" has the meaning specified in Section 10.1(A) of the Lease.

"Lien" means any and every lien against the Project for or on account of the Contract Services, including mechanics', materialmen's, laborers' and lenders' liens.

"Limits of Work" means the specific area marked on approved construction plans that establish the boundaries within which all Construction Work activities occur.

"Liquidated Damage Right" has the meaning specified in Section 20.1(D) of the Lease.

"Local Vendor Plan" has the meaning specified in Section 8.2(G) of the Lease.

"Local Vendor Requirement" has the meaning specified in Section 8.9(A) of the Lease.

"Locally Sourced Products" means the food, beverages, and merchandise that satisfy the eligibility criteria set forth in Section 8.9(A) of the Lease.

"Long Term Pollution Prevention Plan" means a plan that shall be developed in accordance with the requirements outlined in the Massachusetts Stormwater Handbook, including Volume 1, Chapter 1 and Volume 2, Chapter 1.

"Longstop Date" means the outside deadline for the achievement of Substantial Completion for All Redevelopment Work, which is the date six (6) months following the latest Scheduled Substantial Completion Date for any Service Plaza shown in the Baseline Schedule, as such date may be adjusted pursuant to Article 17 (Supervening Events) of the Lease.

"Loss-and-Expense" means and is limited to any and all actual losses, liabilities, forfeitures, obligations, damages, fines, penalties, judgments, deposits, taxes, charges, costs or expenses, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Lease, for which the Concessionaire is obligated to indemnify the Collective Indemnitees pursuant to this Lease.

"Lot" means a specific quantity of material from a single source which is assumed to be produced or placed by the same controlled process.

"Maintenance Area" has the meaning specified in Section 3.2(A) of the Lease.

"Major Repairs" has the meaning specified in Section 9.5 of the Lease.

"Manufacturer" means a company which manufactures and supplies Standard Manufactured Materials for the Concessionaire, a Project Contractor, a Subcontractor, or a Fabricator.

"Marketing Plans" has the meaning specified in Section 8.2(F) of the Lease.

"Marks" has the meaning specified in Section 7.9 of the Lease.

"Massachusetts Contingency Plan" and **"MCP"** mean 310 Code of Massachusetts Regulations 40, et. seq., as amended.

"MassDOT" has the meaning specified in the preamble.

"MassDOT Change" means any Change that the Concessionaire is required to implement at the direction of MassDOT pursuant to a Change Order or Change Directive issued in accordance with Article 12 (Changes), subject to the exclusions set forth therein.

"MassDOT Change Notice" has the meaning specified in Section 12.2(A) of the Lease.

"MassDOT Contract Representative" has the meaning specified in Section 22.10(A) of the Lease.

"MassDOT Contract Representative's Final Decision" has the meaning specified in Section 19.1(C) of the Lease.

"MassDOT Environmental Condition Funding Order" has the meaning specified in Section 11.1(B) of the Lease.

"MassDOT Fault" means:

(1) A default by MassDOT under this Lease which continues beyond any notice and cure periods, including the notice and cure periods set forth in Section 20.8 of this Lease; or

(2) Willful misconduct by MassDOT.

"MassDOT Indemnitees" means MassDOT, and its departments. members, officers, directors, commissioners, employees, representatives, agents, contractors, subcontractors, consultants and the successors and assigns of each of the foregoing.

"MassDOT Person" means any director, officer, member, employee, agent, representative, consultant, contractor or subcontractor of MassDOT, excluding any Concessionaire Person.

"MassDOT Remaining Property" has the meaning specified in Section 14.4 of the Lease.

"MassDOT Standards" means any manual, standards, standard operating procedures or policies of MassDOT (including the MassDOT Standard Specifications and Special Provisions), as such documents are revised, amended or supplemented from time to time, and excluding the MassDOT Operations and Maintenance Performance Standards (Appendix F).

"MassDOT Step-In Action" has the meaning specified in Section 20.7(C) of the Lease.

"Master Submittal List" means the list of all design, construction, permitting and other submittals the Concessionaire intends to submit to MassDOT for review, along with expected dates

for such submittals. The Concessionaire shall update and submit to MassDOT the Master Submittal List monthly.

"Materials and Workmanship Quality Certificate" means a certificate that, when signed by the Concessionaire's Construction QC Manager and Quality Control Administrator, indicates that all materials and workmanship incorporated in the Redevelopment Improvements and Permitted Capital Improvements conform to the Contract Standards.

"Medium-Duty and Heavy-Duty EV" or "MDHD" means all vehicles classified as Class 6, 7 and 8 vehicles as defined in 49 CFR 565.15 with vehicles with a gross vehicle weight rating (GVWR) of 10,001 pounds or more.

"MEPA" has the meaning specified in Section 5.2(B) of the Lease.

"Milestone 1" and **"Concessionaire Field Completion"** have the meaning specified in Section 7.1 of Appendix E.

"Milestone 2" and **"Substantial Completion of All Redevelopment Work"** have the meaning specified in Section 7.1 of Appendix E.

"Minimum Annual Guaranteed Rent" has the meaning specified in Section 4.1(C) of the Lease.

"Minimum Capital Investment Commitment Amount" means the minimum total dollar amount the Concessionaire has committed to spend on the Redevelopment Work, as set forth in the Preliminary Schedule of Values attached hereto as Appendix M, and as required to be expended pursuant to Section 5.1(A).

"Mobile Application" means the software application component of the Reservation System designed for installation and use on mobile devices that serves as the primary interface for commercial vehicle operators, including all functionality required under Section 4.15.2 of Appendix E.

"Monthly Revenue Share Rent" has the meaning specified in Section 4.2 of the Lease.

"Moody's" means Moody's Investors Service Inc. or any of its successors and assigns. If such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally-recognized securities rating agency designated by MassDOT.

"Negative Impacts" has the meaning specified in Section 22.31 of the Lease.

"New Hazardous Substances Condition" means any Hazardous Substances Condition at a Service Plaza first commencing on or after the Commencement Date.

"New Utility Easements" has the meaning specified in Section 14.4 of the Lease.

"No Better and No Worse" shall be construed by reference to the Concessionaire's:

(1) Rights, duties and liabilities under or arising pursuant to performance of this Lease, the Financing Documents and the Project Contracts;

(2) Risks under the terms and conditions of this Lease; and

(3) Ability to perform its obligations and exercise its rights under this Lease, the Financing Documents and the Project Contracts, so as to ensure that:

(a) The Concessionaire is left in a position which is financially no better and no worse in relation to the Concessionaire's Base Case Equity IRR than had the Relief Event or MassDOT Change not occurred, which position shall be ascertained through an adjustment to the applicable Financial Model in accordance with this Lease to determine any equitable adjustment as may be necessary to maintain the Concessionaire in the financial position it would have been in under the version of the Financial Model applicable immediately prior to the relevant event; provided that any such equitable adjustment shall be reduced to account for any loss for which the Concessionaire is not entitled to compensation relief hereunder and shall in no event be required to maintain any equity internal rate of return greater than the Base Case Equity IRR; and

(b) The ability of the Concessionaire to comply with this Lease is not adversely affected or improved as a consequence of the Relief Event or MassDOT Change.

"North American Charging System" or "**NACS"** means a charging connector interface standard for electric vehicles that Tesla Inc. developed and has made available for use by other charging network operators and automakers.

"Notice of Conformance" means a written statement from MassDOT to the Concessionaire signifying that the deliverable conforms to the terms of the Lease.

"Open Charge Point Interface" or **"OCPI"** means an open-source communication protocol that governs the communications among multiple Charging Networks, other communication networks, and software applications to provide information and services for EV drivers.

"Open Charge Point Protocol" or **"OCPP"** means an open-source communication protocol that governs the communication between EV Chargers and the EV Charging Networks that remotely manage the EV Chargers.

"Operational Plans" has the meaning specified in Section 8.2(A) of the Lease.

"Operational Rent" has the meaning specified in Section 4.1(B) of the Lease.

"Operations and Maintenance Agreement" means a contract(s) that may be entered into by and among the Concessionaire and a Project Contractor(s) to provide for the performance of certain operations and maintenance services in connection with the O&M Services; provided that, to the extent the Concessionaire self-performs such services in connection with the O&M Services, as permitted by Section 13.3, references to the Operations and Maintenance Agreement shall be construed either as references to applicable portions of this Lease, or as the context may otherwise require.

"Operations and Maintenance Manager" has the meaning specified in Section 13.1(A) of the Lease.

"Operations and Maintenance Performance Standards" or "O&M Performance Standards" means the standards specified in Appendix F (Operations and Maintenance Performance Standards).

"Operations and Maintenance Services" or "O&M Services" means everything required to be furnished and done for and relating to the operation and management of the Service Plazas by the Concessionaire pursuant to this Lease during the Term. O&M Services include, subject to the terms and conditions hereof, the employment and furnishing of all labor, materials, equipment, supplies, consumables, tools, storage, transportation, insurance, sales, delivery and other things and kinds of services whatsoever necessary for the full performance of the Concessionaire's operation, maintenance, repair, replacement, management, obtaining and maintaining Governmental Approvals and related obligations under this Lease, and all of the Concessionaire's administrative, accounting, recordkeeping, reporting, notification and similar responsibilities of every kind whatsoever under this Lease pertaining to such obligations.

"Organizing Union" has the meaning specified in Section 13.1(G) of the Lease.

"Overdue Rate" means three percent (3%) above the Prime Rate.

"Parties" means, collectively, MassDOT and the Concessionaire, and **"Party"** means either MassDOT or the Concessionaire. *See the preamble of the Lease.*

"**Passenger Cars / Cars / cars**" used interchangeably means all vehicles classified as Class 2b vehicles as defined in 49 CFR 565.15 with vehicles with a gross vehicle weight rating (GVWR) less than 10,000 pounds.

"Payment Bond" means the labor and materials payment bond guaranteeing the payment of all labor, materials and supplies during construction of the Redevelopment Work or other Construction Work as described and maintained pursuant to this Lease. *See Section 10.3.*

"Payment Card Industry Data Security Standards" or **"PCI DSS"** means the set of comprehensive requirements for enhancing payment account data security developed by the founding payment brands of the PCI Security Standards Council, as may be amended from time to time.

"Permitted Capital Improvement Work" has the meaning specified in Section 5.1(B) of the Lease.

"Permitted Capital Improvements" has the meaning specified in Section 5.1(B) of the Lease.

"Permitted Encumbrances" means: (i) liens for Taxes not yet due and payable; (ii) easements, encumbrances, covenants and restrictions, which are recorded against title to the Service Plazas as of the Commencement Date, together with any subsequent easements or encumbrances granted by MassDOT or consented to by MassDOT; and (iii) any laws, regulations and ordinances, including zoning and building bylaws and ordinances adopted or imposed by any Governmental Authority as to the use, occupancy, ownership or improvement of any of the Service Plazas.

"Person" and "person" mean an individual, a corporation, a limited liability company, an association, a joint stock company, a business trust or other similar organization, a partnership, a joint venture, a trust, an unincorporated organization or a Governmental Authority.

"Plaza Component Plans" has the meaning specified in Section 8.2 of the Lease and are comprised of the Operational Plans, the Quality Assurance and Quality Control Plans, the Environmental Management Plans, the Safety and Security Plans, the Renewal and Replacement Plans, the Marketing Plans, and the MassDOT Vendor Program Plans, with respect to each Service Plaza, as more particularly described in Section 8.2.

"Plaza Operations and Maintenance Plan" means the plan developed by the Concessionaire to address operations and maintenance at the Service Plazas, as approved by MassDOT pursuant to this Lease and attached as Appendix D and including the Plaza Component Plans. *See Section 8.1*.

"Plug and Charge" means a method of initiating charging, whereby an EV charging customer plugs a Connector into their vehicle and their identity is authenticated through digital certificates defined by ISO–15118, a charging session initiates, and a payment is transacted automatically, without any other customer actions required at the point of use.

"Power Sharing" means dynamically limiting the charging power output of individual Charging Ports at the same Charging Station to ensure that the sum total power output to all EVs concurrently charging remains below a maximum power threshold. This is also called automated load management.

"Pre-Existing Hazardous Substances Condition" means any Hazardous Substances Condition above MCP reportable concentrations at a Service Plaza as of the Commencement Date.

"Pre-Existing Intellectual Property" has the meaning specified in Section 7.8(C) of the Lease.

"Pre-Refinancing Equity IRR" means the Equity IRR calculated immediately prior to the Refinancing but without taking into account the effect of the Refinancing on a version of the Financial Model updated for the actual revenue and cost performance of the Project up to the Refinancing date.

"**Preliminary Schedule of Values**" means the schedule of values attached hereto as Appendix M allocating the Capital Investment Commitment Amount during the Redevelopment Period by Service Plaza across the line items set forth during the Redevelopment Period, as the same may be reasonably revised from time to time in accordance with this Lease.

"Prime Rate" means the prime rate published in the Wall Street Journal (Eastern Edition), or a mutually agreeable alternative source of the prime rate if it is no longer published in the Wall Street Journal (Eastern Edition) or the method of computation thereof is substantially modified.

"Producer" means a company which produces and supplies Project Produced Materials (e.g. Aggregates, HMA, PCC) for the Concessionaire, a Project Contractor or a Subcontractor.

"Progress Schedule / Monthly Update" has the meaning specified in Section 7.1.3.6(D) of Appendix E.

"Progress Schedule of Record" means the later of: (i) the Baseline Schedule; and (ii) the most recent Progress Schedule/Monthly Update approved by MassDOT.

"Prohibited Person" means any person who (or any member of a group of persons acting together, any one of which):

(1) Is disbarred, suspended, or otherwise disqualified from federal, Commonwealth, or MassDOT contracting for any services similar in nature to the Contract Services;

(2) Was or is subject to any material claim of the United States, Commonwealth or MassDOT in any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made, and which (in respect of any such pending claim, if it were to be successful) would, in MassDOT's view, in either case, be reasonably likely to materially and adversely affect the ability of the Concessionaire to perform its obligations under this Lease;

(3) In the case of an individual, he or she (or in the case of a legal entity, any of the members of the board of directors or its senior executive managers) has been sentenced to imprisonment or otherwise given a custodial sentence for any criminal offense (other than minor traffic offences or misdemeanors) less than five years prior to the date at which the determination of whether the person falls within this definition is being made;

(4) Is a person: (a) listed in any Sanctions-related list of designated persons maintained by OFAC or the United States Department of State; (b) operating, organized or resident in a country or territory which is itself the subject or target of any Sanctions; or (c) owned or controlled by any person described in clauses (a) or (b) of this item (4)

(5) Is in violation of or, since the date that is five years prior to the proposed contract, sublease or assignment (including Change in Control), has violated: (a) any applicable Anti-Money Laundering Laws; (b) any applicable Sanctions; (c) any applicable Anti-Corruption Laws; or (d) any applicable anti-drug trafficking or anti-terrorism laws, civil or criminal;

(6) Has as its primary business the illegal manufacture, sale, distribution, or promotion of narcotic substances or arms, or is or has been involved in terrorism; or

(7) Has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent.

"Prohibited Use" means the uses specified in Appendix G (Prohibited Use).

"Project" means the Service Plazas, all Redevelopment Work and Permitted Capital Improvement Work, and the performance of the Contract Services.

"Project Contract" means:

(1) The Design and Construction Agreements;

(2) The Operations and Maintenance Agreement;

(3) The Concessions Agreement;

(4) The Fuel Service Agreement; and

(5) The Electric Vehicle Charging Agreement.

"Project Contract Collateral Agreement" means an agreement among MassDOT, a Project Contractor, its Project Contract Guarantor (if applicable), and the Concessionaire, that allows a Project Contract and a Project Contract Guaranty Agreement (if applicable) to be assigned to MassDOT, which agreement shall be reasonably in a form acceptable to MassDOT.

"Project Contract Guarantor" has the meaning specified in Section 10.5 of the Lease.

"Project Contract Guaranty Agreement" means the written agreement of a Project Contract Guarantor to guarantee the performance of a Project Contract by the applicable Project Contractor.

"Project Contractor" means any party to a Project Contract other than the Concessionaire, including any Lead Contractor, Lead Designer, and Lead O&M Provider.

"Project Debt" means bona fide indebtedness (including subordinated indebtedness) for or in respect of funds borrowed or incurred (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 in respect of the Project, the repayment of which has specified payment dates and is secured by one or more Security Documents; provided that Project Debt:

(1) Includes principal, capitalized interest, 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, and lease financing obligations; and

Excludes any:

(a) Indebtedness of the Concessionaire or any shareholder, member, partner or joint venture member of the Concessionaire that is secured by anything less than the entire Concessionaire Interest, such as indebtedness secured only by an assignment of economic interest in the Concessionaire or of rights to cash flow or dividends from the Concessionaire;

(b) Increase in indebtedness to the extent resulting from an agreement or other arrangement the Concessionaire enters into or first becomes obligated to repay after it was aware (or should have been aware, with reasonable due diligence) of the occurrence or prospective occurrence of an event of termination under this Lease; and

(c) Indebtedness unless and until the Collateral Agent provides MassDOT with notice thereof and the related Financing Documents in accordance with this Lease.

"Project Plan" has the meaning specified in Section 1.1.3 of Appendix E (Design and Construction Requirements).

"Project Produced Materials" means major items produced directly for an individual construction project either by a contractor or by a Producer.[They are generally characterized by one or more of the following conditions: a) The production process for the material occurs either at the Project site or at a Producer plant located in close proximity to the Project site; b) The

material properties are subject to potential contamination or segregation during transportation from the plant to the Project site; c) The materials arrive and are placed at the Project site in a nonsolid or loose mixture state requiring subsequent mixing, compaction, finishing, or curing.]

"Project Schedule" means and includes the Baseline Schedule, a Progress Schedule of Record, a Progress Schedule/Monthly Update, a Short-Term Design and Construction Schedule, any Recovery Schedule, and any Proposal Schedule, in each case that conforms to the Contract Standards and divides the Redevelopment Work into activities with appropriate logic ties to show the Concessionaire's overall approach to the planning, scheduling and execution of the Redevelopment Work.

"Proposal" has the meaning specified in the recitals of the Lease.

"Proposer" means a Person that submits a Proposal in accordance with the terms of the RFP.

"Public Participation (Outreach) Plan" means the Concessionaire's written plan for updating the public on the status of the Project; coordinating other briefings (for elected and municipal officials, for example); and providing strategic planning, coordination and staffing for public meetings.

"Punch List" means the list of Redevelopment Work which remains to be completed after Substantial Completion has been achieved, and shall be limited to minor incidental items of the Redevelopment Work that are necessary to complete items of Redevelopment Work or correct imperfections, but which have no adverse effect on the safety or operability of a Service Plaza.

"Qualified/Certified Inspection & Testing Personnel" means technicians and field inspectors who have successfully completed formal training and written/practical examinations to prove competency in specific highway materials testing; such personnel must hold current, active industry certifications—explicitly mandated by MassDOT as NETTCP certifications (e.g., HMA Plant/Paving, Concrete Technician, Soils & Aggregate)—to log any QC data used in the project record.

"Qualified Commercial Bank" means (i) a domestic bank or (ii) subject to the MassDOT's approval, acting reasonably, an international bank (or a subsidiary thereof) that is licensed in the United States of America:

(1) Whose long-term debt has at least the following ratings by at least two of the three rating agencies listed below:

(a) "A2" or higher by Moody's;

(b) "A" or higher by S&P; and

(c) "A" or higher by Fitch; and

Which maintains a banking office, branch or agency in the Commonwealth.

"Qualifying Refinancing" has the meaning specified in Section 6.5(A) of the Lease.

"Quality" means (1) the degree of excellence of a product or service; (2) the degree to which a product or service satisfies the needs of a specific customer; (3) the degree to which a product or service conforms with a given requirement; or (4) conformance to requirements.

"Quality Assurance" or **"QA"** shall mean (1) all those planned and systematic actions necessary to provide confidence that a product, process or facility will perform satisfactorily in service; or (2) making sure the quality of a product, process or facility is what it should be. QA includes Quality Control performed by the Concessionaire, Acceptance activities performed by MassDOT (or its Designated Agent), Independent Assurance, Dispute Resolution, Laboratory Accreditation and Qualification, and Personnel Qualification/Certification.

"Quality Assurance and Quality Control Plans" has the meaning specified in Section 8.2(B).

"Quality Characteristic" means a product characteristic that is measured through testing, either for Quality Control purposes or for conformance with Acceptance requirements. Quality Characteristics are specific material properties or product requirements which are evaluated by QC and Acceptance testing. Quality Characteristics which are specified are normally selected because they: a) Relate to initial and long-term performance; b) Are quantifiable or measurable; and c) Can be measured with good repeatability.

"Quality Control" or **"QC"** means the system used by the Concessionaire to monitor, assess and adjust their production or placement processes to ensure that the final product will comply with the Contract Standards. Quality Control includes review and checking of design and construction documents, sampling, testing, inspection, evaluation, and corrective action (where required) to maintain continuous control of a production or placement process.

"Quality Limits" means the upper or lower limiting values provided in the specifications that are used to evaluate the acceptability of materials produced or placed. There are three types of Quality Limits that are typically included in QA Specifications. They include: Specification Limits, Engineering Limits, and Acceptance Limits. Each type of Quality Limit serves a different specific function in assessing the Quality of a product or work item. Quality Limits are used together to determine the quality of an individual Quality Characteristic.

"Quality Management Plan" or **"QMP"** means a Project specific document that describes the overall Quality Control operating procedures of the Concessionaire.

"Quality Measure" means any one of several mathematical tools that are used to quantify the level of quality of an individual Quality Characteristic. Application of a Quality Measure to a set of testing data provides an overall numeric representation of Quality for a specific Quality Characteristic. Typical Quality Measures used in Quality Assurance are selected because they quantify the average quality, the variability, or both. Examples of Quality Measures that may be

used include; Mean, Standard Deviation, Percent Defective (PD), Percent Within Limits (PWL), Average Absolute Deviation (AAD), Moving Average, and Conformal Index (CI). PWL or PD are the Quality Measures that are recommended for use in Quality Assurance Specifications.

"Quality System Manual" or **"QSM"** means a written document that describes the overall Quality Control operating procedures of each Producer, Fabricator and Manufacturer who supply constituent materials or who are involved in handling or processing of the Concessionaire's products.

"Queuing Plan" has the meaning specified in Section 4.16 of Appendix E.

"Rating Agency" means Fitch, Moody's and S&P.

"Redevelopment Improvements" means the Redevelopment Work described in the Initial Plaza Redevelopment Plan, as developed in accordance with the Lease, and as approved by MassDOT. Redevelopment Improvements may include renovation, design and construction, re-construction, or any other means or methods of improving a Service Plaza, as proposed by the Concessionaire and approved by MassDOT.

"Redevelopment Period" means the period of time from the Commencement Date to the Scheduled Substantial Completion Date for All Redevelopment Work.

"Redevelopment Work" means the design and construction of the Redevelopment Improvements and related work.

"Reference Information Documents" or "RIDs" have the meaning specified in Section 1.2.1 of Appendix E, are part of the Background Information, and are not binding on MassDOT.

"Refinancing" means:

(1) Any amendment, or variation (other than an amendment or variation entered into solely to correct a manifest, clerical or other error), novation, extension, renewal, supplement, refunding, defeasance or replacement of any Project Debt or Financing Document;

(2) The issuance by the Concessionaire of any indebtedness in addition to the initial Project Debt, secured or unsecured;

(3) The disposition of any rights or interests in, or the creation of any rights of participation in respect of, Project Debt, Financing Documents or the creation or granting by the Concessionaire or any Lender of any other form of benefit or interest in either Project Debt, Financing Documents or the Concessionaire Interest whether by way of security or otherwise; or

(4) Any other arrangement put in place by the Concessionaire or another person which has an effect which is similar to any of items (1) through (3) above.

"Refinancing Gain" means an amount equal to the greater of zero and [(A - B) - C], where:

A = the net present value, using the Base Case Equity IRR as the discounting rate, of the Distributions projected immediately prior to the Refinancing (taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project up to the date of the Refinancing) so as to be current immediately prior to the Refinancing) to be made over the remaining Term following the Refinancing;

B = the net present value, using the Base Case Equity IRR as the discounting rate, of the Distributions projected immediately prior to the Refinancing (but without taking into account the effect of the Refinancing and using the Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing) to be made over the remaining Term following the Refinancing; and

C = any adjustment required to raise the Pre-Refinancing Equity IRR to the Base Case Equity IRR (if the Pre-Refinancing Equity IRR is lower than the Base Case Equity IRR, the adjustment is calculated as the amount that, if received by Equity Members at the estimated date of the Refinancing, would increase the Pre-Refinancing Equity IRR to be the same as the Base Case Equity IRR).

"Release" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching, or migration of Hazardous Substances into the indoor or outdoor environment (including, without limitation, the abandonment or disposal of any barrels, containers, or other closed receptacles containing any Hazardous Substances), or into or out of the Service Plazas, including the movement of any Hazardous Substances through the air, soil, surface water, groundwater or property.

"Relief Event" means and is limited to any of the following:

(1) MassDOT Fault;

(2) A Discriminatory Change in Law; or

(3) A delay or interference with, or physical damage to, the Redevelopment Work or any action that interferes with the Contract Services, directly attributable to any Separate Contractor working in a Service Plaza absent Concessionaire Fault (not including MassDOT-directed suspension, delay or interruption of all or any part of the Redevelopment Work in accordance with Section 8.9 and Section 8.10),

In each case, subject to all terms and conditions of Article 17 (Supervening Events).

"Relief Request" has the meaning specified in Section 17.2(C) of the Lease.

"Relocation" means each removal, relocation, abandonment, accommodation and/or protection in place (including provision of temporary services as necessary) of any Utilities that is necessary in order to accommodate or permit the Redevelopment Work.

"Remedial Change" has the meaning specified in Section 12.4(B) of the Lease.

"Renewal and Replacement Plans" has the meaning specified in Section 8.2(E) of the Lease.

"Renewal and Replacement Reserve Account" has the meaning specified in Section 9.6(A) of the Lease.

"Rent" means the Operational Rent and all Additional Rent.

"Request for Proposal" or **"RFP"** has the meaning specified in the Recitals.

"Required Balance" has the meaning specified in Section 9.6(A) of the Lease.

"Required Insurance" means the insurance policies and coverage required to be provided by the Concessionaire and its Project Contractors and Subcontractors under this Lease, as specified in Section 16.1.

"Required Renewal Reserve Amount" has the meaning specified in Section 9.6 of the Lease.

"Reserved Access Easements" has the meaning specified in Section 14.4 of the Lease.

"Reserved Existing Utility Easements" has the meaning specified in Section 14.4 of the Lease.

"Reservation System" means the integrated, real-time truck parking reservation and availability systems that the Concessionaire is required to design, furnish, install, integrate, operate, and maintain pursuant to Section 4.15.2 of Appendix E.

"Response Action(s)" has the meaning specified in the MCP.

"Response Action Outcome" has the meaning specified in the MCP.

"Revenue Share Rent" has the meaning specified in Section 4.1(B) of the Lease.

"Right-of-Way" means any real property (which term is inclusive of all estates and interests in real property) which is necessary for ownership and operation of a Service Plaza. The term specifically includes all air space, surface rights, and subsurface rights within the established Right-of-Way limits of the Service Plaza which are owned by the Commonwealth of Massachusetts and are under the control of MassDOT or which will be acquired in connection with the Project. The term specifically excludes any temporary easements or other real property interests

outside of the State Highway Layout which the Concessionaire may deem necessary or advisable in connection with the Redevelopment Work or Utility Work.

"Risk Assessment" means a proactive, systematic process of identifying, evaluating, and mitigating potential hazards such as injuries, safety incidents, or project delays before and during construction. It involves identifying dangers, analyzing likelihood/impact, and implementing controls to ensure a safe, compliant, and on-schedule project.

"S&P" means S&P Global Ratings, a S&P Global Inc. business or any of its successors and assigns. If such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by MassDOT.

"Safety and Security Plans" has the meaning specified in Section 8.2(D).

"Sampling" means the process of selecting one or more samples from a population. Sampling is an integral part of Contractor Quality Control, as well as MassDOT Acceptance. Sampling procedures should be established and applied for both inspection and testing activities. An effective sampling system delineates a population according to measurable segments. The key elements of a sampling system include; Lots, Statistical Samples, Sublots, and samples.

"Scheduled Concessionaire Field Completion Date" means, with respect to each Service Plaza, the date specified in the Baseline Schedule for the Concessionaire to achieve Milestone 1 – Concessionaire Field Completion of such Service Plaza.

"Scheduled Construction Commencement Date" means the date shown in the Baseline Schedule for construction activity to begin in respect of the first Service Plaza that the Concessionaire schedules to have construction activity.

"Scheduled Substantial Completion Date" means with respect to each Service Plaza, the date specified in the Baseline Schedule for the Concessionaire to achieve Milestone 2 –Substantial Completion in respect of a Service Plaza.

"Scheduled Substantial Completion Date for All Redevelopment Work" means the last to occur of the dates specified in the Baseline Schedule for the Concessionaire to achieve Milestone 2 – Substantial Completion in respect of a Service Plaza that will have any construction activity.

"Security Documents" means the documents identified as such in the Lenders' Remedies Agreement and executed in connection with the Financial Close and any Leasehold Mortgage, together with any other documents designated as such by the Parties in accordance with the terms and conditions of this Lease.

"Separate Contractor" means any person under contract with MassDOT or any MassDOT Person (including subcontractors of any tier), or who is otherwise authorized by MassDOT to perform work at or in the vicinity of a Service Plaza during the Term, excluding any Concessionaire Person.

"Service Plaza(s)" has the meaning set forth in Section 3.2(A) of the Lease.

"Service Plaza IT Environment" means all information technology and operational technology systems, infrastructure, and components used in, serving, or supporting the operation of the Service Plaza, whether on-premises, cloud-hosted, or otherwise, including:

(a) computer hardware, servers, workstations, mobile devices, point-of-sale systems, kiosks, and peripheral equipment;

(b) software, applications, operating systems, databases, firmware, and interfaces, including any reservation, inventory, monitoring, and management systems;

(c) network and communications infrastructure, including routers, switches, cabling, wireless access points, internet connectivity, and telecommunications systems;

(d) data, data feeds, and application programming interfaces (APIs);

(e) security systems, including access controls, surveillance, monitoring, and cybersecurity tools and protocols; and

(f) all associated configurations, licenses, documentation, and supporting services.

The Service Plaza IT Environment includes all updates, modifications, replacements, and successor systems to any of the foregoing.

"Short-Term Design and Construction Schedule" has the meaning specified in Section 7.1.3.6(D) of Appendix E.

"Soil and Groundwater Management Plan" or **"SGMP"** means the procedures for managing, testing, storing, and disposing of contaminated soil and water during earthworks to ensure regulatory compliance and worker safety. This includes but is not limited to Excavated Materials Management Plans (EMMPs).

"Special Provisions" means the contract documents used to modify standard specifications or create new directives for work not adequately covered by the existing MassDOT Standard Specifications for Highways and Bridges. Some Special Provisions are provided with the RFP. The Concessionaire is expected to develop additional Special Provisions.

"Standard Manufactured Materials" means standard items that are produced routinely (i.e. not for a specific project) by a Manufacturer. They are generally characterized by one or more of the following conditions: a) The materials are normally mass-produced under highly controlled and largely automated manufacturing conditions; b) The material properties are stable and have no potential for alteration under proper transportation from the Manufacturer to the project site; c) The materials arrive at the project site in a solid, finished state* and require only installation (**Note: Exceptions to this condition include materials, such as PG binder, cements, and*

paints/coatings that are incorporated into either Project Produced Materials or Fabricated Structural Materials).

"Standard Specifications" means the Massachusetts Department of Transportation 2026 Standard Specifications for Highways and Bridges, as amended by the Supplemental Specifications to the 2026 Standard Specifications for Highways and Bridges.

"State Highway Layout" or "SHLO" means the official, legally defined Right-of-Way (ROW) boundary of a road within the jurisdiction of the MassDOT Highway Division encompassing the entire corridor of land owned or controlled by the Commonwealth for transportation purposes, and not merely the physical asphalt or pavement.

"State of Good Repair" means an asset is able to operate at its full level of performance as originally designed.

"Stormwater Requirements" means the requirements established in the MassDOT Stormwater Design Guide; MassDEP Stormwater Management Standards and Handbook; NPDES General Permit for Stormwater Discharges from Construction Activities; Applicable Law pertaining to stormwater; and the BTC requirements.

"Sub-lot" means a subdivision of a Lot. A Sub-lot is an equal (usually) division or part of a Lot from which a sample of material is obtained in order to assess the Inspection Attributes or Quality Characteristics of the Lot. Sub-lots are established to ensure that samples of material obtained from the Lot are not all concentrated in one location. Sub-lots allow samples to be taken from within different segments (beginning, middle, end) of the Lot.

"Subcontract" means any contract entered into by a Project Contractor or the Concessionaire (except Project Contracts), or a subcontractor of any tier, with one or more persons in connection with the carrying out of Redevelopment Work, any other Construction Work or any other Contract Services, including under any Sublease.

"Subcontractor" means any firm that enters into a Subcontract with the Concessionaire or a Project Contractor.

"Sublease" means any lease or agreement for occupancy of the Service Plazas, or any part thereof, other than this Lease.

"Sublessee" means a tenant or occupant under a Sublease.

"**Substantial Completion Date for All Redevelopment Work**" means the date on which Milestone 2 – Substantial Completion have been achieved in respect of the last Service Plaza to achieve such Contract Milestone among those Service Plazas having any construction activity.

"Supervening Event" means the occurrence of Force Majeure, the occurrence of an Environmental Relief Condition or the occurrence of a Relief Event.

"Supplier" means any person not performing work at the Service Plaza or Right-of-Way which supplies machinery, equipment, materials, or systems to the Concessionaire or to any Subcontractor in connection with the performance of the Redevelopment Work or Permitted Capital Improvement Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment, or any other items or persons to or from the Right-of-Way, shall not be deemed to be performing work at the Right-of-Way.

"Surety" or **"Sureties"** means the surety company or companies issuing the Bonds, meeting the qualification requirements specified in Section 10.4 of the Lease.

"Surrender Requirements" has the meaning specified in Section 9.8(A) of the Lease.

"Surrender Reserve" has the meaning specified in Section 9.8(C) of the Lease.

"Surrender Reserve Account" has the meaning specified in Section 9.8(C) of the Lease.

"Surrender Survey" has the meaning specified in Section 9.8(B) of the Lease.

"Surrender Work" has the meaning specified in Section 9.8(B) of the Lease.

"Surrender Work Plan" has the meaning specified in Section 9.8(B) of the Lease.

"System Vendor" means a Person that offers software and operational tools that enable Electric Vehicle drivers and fleet managers to reserve charging access in advance. These systems allocate specific chargers and designated time slots for Electric Vehicles, optimizing charging efficiency and alleviating concerns about range anxiety.

"Taxes" means, from time to time, any and all real estate taxes, assessments, betterments, excises, user fees, imposts, charges, license fees, levies, municipal lines and all other governmental charges and fees of any kind or nature whether general or special, ordinary or extraordinary, or impositions or agreed payments in lieu thereof or other payments made in connection with the provision or governmental services or improvements (including any so-called linkage, impact or voluntary betterment payments), and all penalties and interest thereon, assessed or imposed against the Service Plazas or property on the Service Plazas premises (including any personal property taxes levied on such property or on fixtures or equipment used in connection therewith), against the Concessionaire on account of its interest in the Service Plazas or property or against MassDOT on account of its interest in the Service Plazas or property. If the present system of taxation of property shall be changed so that, in lieu of or in addition to the whole or any part of such tax there shall be assessed, levied or imposed on the Service Plazas or property or on the Concessionaire or MassDOT with respect thereto any kind or nature of federal, state, county, municipal or other governmental capital rent, income, sales, franchise, excise or similar tax, assessment, levy, charge or fee (as distinct from the federal and state income tax in effect on the Commencement Date), measured by or based in whole or in part upon any incidents, benefits or measures or real property or real property operations, then any and all of such taxes, assessments, levies, charges and fees shall be included in Taxes.

"Temporary Continuity Notice" has the meaning specified in Section 21.3 of the Lease.

"Temporary Continuity of Operations Term" has the meaning specified in Section 21.3 of the Lease.

"Temporary Traffic Control Plan" or "TTCP" means the engineering documents that outline how vehicular, pedestrian, and cyclist traffic is safely managed through work zones. They ensure safety for workers and road users by detailing the placement of signs, barricades, and cones.

"Tenant Space(s)" has the meaning specified in Section 4.10.4.3 of Appendix E.

"Tenant Vendors" has the meaning specified in Section 4.10.4.3 of Appendix E.

"Termination Date" means the earlier of the Expiration Date or the date of earlier termination of this Lease pursuant to Article 21 (Expiration or Termination).

"Traffic Management Plan" means a plan developed by the Concessionaire showing traffic controls, patterns and restrictions.

"Transition Agreement" means that certain Transition Agreement for Western Service Plazas dated _____, 2027 by and between MassDOT and the Concessionaire.

"Transportation Facilities and Uses" has the meaning specified in Section 22.31 of the Lease.

"Truckers' Lounge" has the meaning specified in Section 4.10.4.3 of Appendix E.

"Turnpike" has the meaning set forth in the recitals of the Lease.

"Unavailable Insurance Condition" means any Insurance Condition that, at the time a policy of Required Insurance is obtained or renewed, is, notwithstanding the use of all reasonable efforts by the Concessionaire and the absence of Concessionaire Fault in respect of its insurance obligations hereunder, not available:

(1) To the Concessionaire in respect of the Project in the worldwide insurance or reinsurance markets on the terms required herein with reputable insurers of good standing; or

(2) With premiums that are less than or equal to the greater of (a) rates that a reasonable and prudent risk manager for a contractor seeking to insure comparable risks would conclude are justified by the risk protection afforded, and (b) 150% of the rates indicated for the period in question in the Financial Model.

"Underground Storage Tank (UST) Replacement Plan(s)" means the plans required from the Concessionaire to identify the logistics, details, and protective measures to assure

continuous fueling availability to Service Plaza patrons with minimal interruption, and provide for the safety of patrons, workers, and contractors.

"Uninsurable Risk" means a risk for which, notwithstanding the use of all reasonable efforts by the Concessionaire and the absence of Concessionaire Fault in respect of its insurance obligations hereunder, the:

(1) Insurance anticipated under the Required Insurance is not available to the Concessionaire in respect of the Project in the worldwide insurance or reinsurance markets on the terms required herein with reputable insurers of good standing; or

(2) Insurance premium payable for insuring that risk under the Required Insurance is at such a level that the risk is not generally being insured against in the worldwide insurance or reinsurance markets with reputable insurers of good standing by contractors or owners in relation to transportation-related infrastructure projects in North America similar to the Project.

"Unspent Commitment Amount" has the meaning specified in Section 5.1(A) of the Lease.

"Utility" or "Utilities" means any and all utility services and installations whatsoever (including gas, water, sewer, electricity, telephone, and telecommunications), and all piping, wiring, conduit, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

"Utility Owner" means the owner, operator or provider of any Utility (including both privately held and publicly held entities, cooperative utilities, municipalities and other Governmental Authorities that own, operate or provide Utilities).

"Utility Owner Approval" means written approval from the Utility Owner for proposed Utility Work.

"Utility Planning Processes" has the meaning specified in Section 4.16.5.3 of Appendix E.

"Utility Work" means any Relocation or installation of any Utilities as may be necessary for the Project.

"Wastewater Systems Operating Plan" means the required plan from the Concessionaire to address the operations, maintenance, cleaning, and repair of grease traps at each Service Plaza. Such plan shall identify the frequency of grease traps monitoring and cleaning as well as grease removal, management, and off-site recycling or disposal.

"Work Product" has the meaning specified in Section 7.8(A) of the Lease.

APPENDIX E

DESIGN AND CONSTRUCTION REQUIREMENTS

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SECTION 1.0: PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

1.1 PROJECT MANAGEMENT

1.1.1 Project Description

The Massachusetts Department of Transportation, Highway Division (MassDOT) owns 18 service plazas across the Commonwealth of Massachusetts along the following five Highways: I-90, I- 95/Rt. 128, Rt. 3, Rt. 6, and Rt. 24. The following Service Plazas are included in this Project: Lee westbound, Lee eastbound, Blandford westbound, Blandford eastbound, Ludlow westbound and Ludlow eastbound. These six (6) Service Plazas are located along the Massachusetts Turnpike and are referred to as the western grouping.

1.1.2 General

The Concessionaire shall plan, schedule, and execute all aspects of the Redevelopment Work and Permitted Capital Improvement Work, and shall be responsible for coordinating its activities with all parties who are impacted by the Redevelopment Work or Permitted Capital Improvement Work. The Concessionaire shall document and report on all Redevelopment Work and Permitted Capital Improvement Work in accordance with the requirements of the Lease.

The Concessionaire is fully responsible for all aspects of the Final Design. The Base Technical Concept (BTC) establishes the minimum baseline requirements that shall be equaled or exceeded by the Concessionaire. The BTC consists of the following:

1. The main body of the Lease, including Article 5 (Construction of Redevelopment Improvements and Permitted Capital Improvements); and Article 11 (Environmental Matters);

2. Lease Exhibits C-0 through C-6 (BTC plans of the Service Plazas); and

3. Lease Appendix E (Design and Construction Requirements); and Lease Appendix J (Environmental Protocol);

which requirements the Concessionaire must meet or exceed through its Initial Plaza Redevelopment Plan, and performance of obligations under the Lease.

In the event that the Concessionaire, through Design Development, proposes changes to their Technical Proposal or the BTC requirements, the Concessionaire, upon written approval of the Design Professional, shall submit to MassDOT a Request for Information (RFI) including written justification for MassDOT's Conformance Review and verification before incorporating their proposed changes into a Design Submission. MassDOT is entitled to reject any proposed changes to the BTC that are not demonstrated to be equal to or better than both the Technical Proposal and the BTC. The Concessionaire must provide Final Design documents that are stamped, sealed and certified by its own Design Professional for

Conformance Review and Design Verification by MassDOT and third parties as required by Applicable Law or permitted by MassDOT in its discretion.

Requirements of this Appendix E (Design and Construction Requirements) that are applicable to the Redevelopment Work shall be applicable to the Permitted Capital Improvement Work *mutatis mutandis*, as determined by MassDOT, acting reasonably.

1.1.3 Project Plan

The Concessionaire shall develop a Project Plan that includes descriptions of the organization, authority, reporting relationships, and procedures to be implemented to manage and control the Redevelopment Work and Permitted Capital Improvement Work. The Concessionaire's Project Plan shall be subject to Conformance Review and verification by MassDOT, acting reasonably, and the Concessionaire shall at all times comply with the requirements of the verified Project Plan. The Project Plan shall not fall below the standards and requirements thereof as set forth in the Technical Proposal.

The Project Plan shall identify and describe the functional relationship of the following Key Personnel:

- Project Executive
- Finance Manager
- Operations and Maintenance Manager
- Safety Compliance Manager
- Quality Control (QC) Administrator
- Design Manager
- Construction Manager
- Superintendent
- Lead Architect
- Lead Civil Engineer
- Environmental Permitting Manager

In addition to the key personnel listed above, the Project Plan shall also identify and describe the functional relationship of the following members of the Concessionaire team:

- Design Quality Control (QC) Manager
- Construction Quality Control (QC) Manager
- Lead Geotechnical Engineer
- Lead Structural Engineer
- Lead Mechanical, Electrical and Plumbing (MEP) Engineer
- Lighting Designer
- Landscape Architect
- Licensed Site Professional (LSP) - Environmental
- Utility Coordinator

- Electric Vehicle Charging Coordinator
- Public Outreach Coordinator
- Document Control Engineer
- Project Scheduler

See Appendix K for minimum required qualifications. The Concessionaire shall develop a Project Plan that complies with the requirements in this Section 1.1.3 for any Permitted Capital Improvement Work to the extent applicable to such work.

1.1.4 MassDOT's Role

MassDOT will perform management oversight, design Conformance Review and Design Verification, and construction Conformance Review and Construction Verification of the Redevelopment Work and Permitted Capital Improvement Work for the purpose of assuring that the Redevelopment Improvements and Permitted Capital Improvements meet the requirements of the Lease. Oversight activities include design Conformance Reviews at key design milestones (i.e. 25%/75% Design Development and 100% Final Design Submittals; and Issued for Construction Design Submittal), and construction conformance inspection and testing. The result of MassDOT's Conformance Reviews will either be a "Notice of Conformance" or a "List of Non-Conforming Items." For any Concessionaire submission to be considered "Verified," it must receive a "Notice of Conformance" from MassDOT. None of MassDOT's oversight activities shall relieve the Concessionaire from its obligations as defined in the Lease. See Appendix J (Environmental Protocol) for MassDOT's role in permitting.

MassDOT will perform Conformance Reviews and respond to complete design and permit application/amendment submittals within thirty (30) days of receipt. All submissions from the Concessionaire must be complete and contain all required, necessary and appropriate information such that the Conformance Review can be completed and, if applicable, so that the submission can be made to environmental agencies in compliance with their requirements, standards and practices, including without limitation, in compliance with Environmental Laws. The Concessionaire's Quality Management Plan will require a MassDOT Conformance Review. All submittals shall be in accordance with the Concessionaire's Quality Management Plan. MassDOT will respond within thirty (30) Days to re-submittals, provided that the resubmittal is complete and meets all terms and conditions of the design quality management procedures. Both initial and re-submittals will be returned without review if all Quality Control information is not provided in accordance with the verified Quality Management Plan.

The Concessionaire will be the applicant of record on all environmental permit applications unless otherwise required by Environmental Laws, and all requests for permit amendments or regulatory consultations/amendments. These submissions will be made to MassDOT for review and comment. After MassDOT's review, the Concessionaire shall make the requests for permit and regulatory approvals to the applicable agencies and distribute copies to MassDOT and other parties as required or appropriate.

MassDOT will identify a MassDOT employee to serve as the MassDOT Contract Representative and may elect to identify a designee of the MassDOT Contract Representative and/or retain the services of a Consultant ("MassDOT Designated Agent") to monitor the Concessionaire's activities including architectural and engineering design Conformance Review services, construction monitoring, and general support to MassDOT for administration of the Project. The MassDOT Designated Agent shall not have any obligations to the Concessionaire and is not authorized to:

- Direct the performance of the Redevelopment Work or Permitted Capital Improvement Work unless continued performance of the Redevelopment Work or Permitted Capital Improvement Work appears likely to endanger the health, welfare or safety of workers or the public;
- Approve deviations from Contract Standards;
- Authorize changes in or Design Exceptions from the verified Design and Construction Requirements;
- Authorize performance by the Concessionaire of extra Redevelopment Work or Permitted Capital Improvement Work, or changed Redevelopment Improvements or changed Permitted Capital Improvements;
- Waive any requirements or provisions of the RFP and Lease; or
- Verify Design and Construction Agreements or Lease amendments.

All submittals will be made electronically to both MassDOT and the MassDOT Designated Agent (if utilized by MassDOT) simultaneously. Upon execution of the Lease, MassDOT will provide to the Concessionaire a table showing each submittal category and the appropriate MassDOT recipient. The Concessionaire shall utilize the MassDOT's Sharepoint® web-based document control system to facilitate Conformance Reviews.

1.1.5 Local Agency Role

It is assumed that the majority of Construction Work will occur within the existing Right-of Way, however, if elements of the Redevelopment Improvements and Permitted Capital Improvements involve additional properties or local roads, these efforts will be subject to Conformance Review, inspection, testing, and/or verification by local Governmental Authorities. The Concessionaire shall be responsible for obtaining and paying for all required, necessary and convenient Governmental Approvals and for ensuring coordination with Utility Owners. The Concessionaire shall be responsible for obtaining and paying for all required local permits, licenses, or fees from the local municipalities and any other Government Authorities.

Off-site temporary detours, proposed truck routes, and changeable message sign installations shall be coordinated with local municipalities and verified by MassDOT.

1.1.6 Base Technical Concept & Concessionaire Obligations

The Concessionaire shall be responsible for Final Design and details for the Service Plazas. The BTC establishes the minimum baseline requirements that shall be equaled or exceeded by the Concessionaire. The Concessionaire acknowledges by receipt of such plans that while these plans have been advanced to the level identified above, the Concessionaire shall provide a final, complete Project design that is stamped, sealed and certified by the Concessionaire's own Design Professional for Conformance Review and Design Verification by MassDOT and possibly third parties.

The Concessionaire shall design and construct the Service Plazas in a good and workmanlike manner, free from defects, and in accordance with all Contract Standards. Except as otherwise specifically provided in the Lease, all materials, services and efforts necessary to achieve Substantial Completion and Concessionaire Field Completion on or before the deadlines provided herein, shall be the Concessionaire's responsibility.

The Concessionaire shall design and construct the Service Plazas in accordance with the Contract Standards, environmental permits, the verified Project Schedule, the Site Control plan, the verified Construction Staging plan, verified Noise and Dust Control plans, the verified Health and Safety Plan and all other Applicable Laws, negotiations, regulations, ordinances, and other requirements, taking into account the Right-of-Way and other physical constraints affecting the Project, so as to achieve Substantial Completion and Concessionaire Field Completion by the deadlines specified herein.

The Concessionaire shall obtain and pay the cost of obtaining all Governmental Approvals, Environmental Approvals/Environmental Clearances or permits. The Concessionaire shall undertake and perform all actions required or necessary to maintain in full force and affect all Governmental Approvals and Environmental Approvals/Environmental Clearances and/or permits, including the performance of all environmental mitigation measures required by the Lease, Environmental Approvals/Environmental Clearances, permits and Applicable Law.

The Concessionaire shall coordinate all Construction Work with Utilities and Utility Owners. The Concessionaire shall monitor and protect existing Utility infrastructure that could be impacted by construction activities. See Section 6.0 of this Appendix E for specific Utility requirements.

The Concessionaire shall cooperate with MassDOT in connection with all matters relating to the Project, including Conformance Review of the design of the Service Plazas and conducting inspections during the construction of the Service Plazas. This may include but not be limited to, over-the-shoulder design reviews and other design review meetings desired by MassDOT based on schedule or Lease issues as they arise, all shop tests and shop assembly checks as well as typical shop inspection access and participation in construction, scheduling, and coordination meetings.

The Concessionaire shall provide the complete design for the Redevelopment Improvements and Permitted Capital Improvements in collaboration with

MassDOT, and develop and complete the following documents and work efforts. Firm submission dates shall be identified in the Project Schedule. This list is for illustrative purposes and is not all inclusive (see Appendix J for Environmental plans required):

- Project Schedule
- Project Management plan
- Quality Management Plan
- Public Participation (Outreach) plan
- Graphics, presentation materials, and transcripts or meeting minutes for presentations to elected officials, Project stakeholders, and the public at large.
- Health and Safety plan
- Construction Staging plan
- Temporary Traffic Control plans
- Redevelopment Improvements and Permitted Capital Improvements plans
- Responses to MassDOT comments on the Design Submittals and Issued for Construction Design Submittals
- Construction Zone Safety plans
- Coordination with the local municipal fire departments for training related to emergency response and as otherwise required by such departments
- Coordination with abutters, landowners, emergency services, environmental agencies, Utilities, local boards and officials, MassDOT RMV, and any other party with an interest in or impacted by the Project. Coordination will be done in conjunction with MassDOT.
- Special Provisions
- Design Submittals of all Service Plaza plans
- Construction procedures as described in Section 8.13 of this Appendix E
- Shop drawings as described in Section 8.14 of this Appendix E
- As-built drawings as described in Section 8.16 of this Appendix E, or as required by Environmental Approvals/Environmental Clearances
- Contingency plans as described in Section 8.18 of this Appendix E
- Materials and Workmanship Quality Certificate

1.1.7 Independent Peer Reviewer

The Concessionaire shall be responsible for retaining an independent peer reviewer, in accordance with G.L. c. 6C, § 62, et seq., to confirm that the key elements of the Design provided by the Concessionaire are in conformance with the applicable standard of care.

1.1.8 Ownership and Management of Documents

The ownership and management of the Project documents produced by the Concessionaire are as follows: (a) Design Documents shall become the property of MassDOT upon preparation; (b) Construction Documents shall become the property of MassDOT upon delivery to MassDOT; and (c) information obtained or produced by the Concessionaire in connection with the performance of its obligations under this Lease, including studies, technical and other reports and the

like, shall become the property of MassDOT upon the Concessionaire's preparation or receipt thereof.

In addition, Governmental Approvals and applications for Governmental Approvals shall become the property of MassDOT upon delivery to MassDOT.

Shop drawings shall become the property of MassDOT upon delivery to MassDOT.

Copies of all such information shall be furnished to MassDOT upon preparation or receipt thereof by the Concessionaire. The Concessionaire shall furnish MassDOT with the original working drawings, final as-built drawings, and all maintenance and operation manuals for the Service Plazas as a condition of Concessionaire Field Completion.

The Concessionaire shall submit as-built drawings complying with the Contract Standards to MassDOT within thirty (30) days after Substantial Completion and as a requirement for achieving Concessionaire Field Completion.

All Intellectual Property related to elements or details shown in the Design Documents or to construction methodologies employed during the execution of the work under this Lease shall have their rights transferred to MassDOT as a condition of Concessionaire Field Completion. The Concessionaire shall utilize the MassDOT SharePoint ® web-based site to upload/download all submittals, including major milestone packages. This site will serve as a document management control system for the Concessionaire and for MassDOT.

1.1.9 Electronic Document Management Methodology (EDMM)

The Concessionaire shall utilize MassDOT's SharePoint ® web-based document control software and records retention system to perform document control functions, from the Effective Date of the Transition Agreement for the duration of the Term. The requirements in this Subsection are in addition to the document control requirements provided elsewhere in the Lease and do not replace any requirements for generating hardcopies or other submittal requirements. In addition to the requirements of this Subsection, all costs associated with the development, processing, organization, delivery, printing, transferring, and filing of all Project documents are included as part of the Concessionaire's Lease obligations at no additional cost to MassDOT.

The Concessionaire shall appoint a Document Control Engineer to act as the Project's main point of contact for electronic document management. The Document Control Engineer must be a dedicated position for the term of the Lease. Any personnel changes to the Document Control Engineer shall be subject to MassDOT's approval, acting reasonably, prior to the replacement to ensure continuous administration of Project documents.

The exchange and proper revision/change management of all Project documents are to be made using SharePoint. MassDOT-Highway groups (e.g., District/Boston Construction, Bridge, Traffic Engineering, Project Controls, Environmental,

Materials, Project Management, Design-Build, and District Project Development Section), as well as members of MassDOT's Designated Agent, the Concessionaire, and the Concessionaire's subconsultants/contractors will access this information via the SharePoint site.

Data Backup and Redundancy - The Concessionaire shall develop and routinely maintain a back-up filing system and will also be required to submit all Project documents, as searchable PDFs, to MassDOT as a condition of achieving Substantial Completion. This requirement is in addition to the requirements of this Subsection and elsewhere in the Lease.

Administration - The Concessionaire shall use MassDOT's naming convention, workflow, and formatting as part of the document control system. The Concessionaire shall also provide routine administrative support to make changes, modifications, and updates as required by MassDOT to documents within the system, and shall attend periodic meetings regarding the document control system.

Conformance Review Times - MassDOT Conformance Review times shall start on the day of notification, when notification is received prior to 12:00 PM (noon), otherwise Conformance Review times shall commence the following day. Any notification of new or resubmitted documents for Conformance Review sent out after 12:00 PM (noon) on a Friday will have the associated Conformance Review time commence on the next business day.

Date Stamped – All Project documents shall be date stamped.

SharePoint/Bluebeam Conformance Review Process - The SharePoint/Bluebeam Conformance Review Process provided in RIDs folder; Electronic Document Management – shows MassDOT's current review process for Design-Build Projects which shall be used for the Project.

The Concessionaire is not entitled to rely exclusively upon MassDOT's document control system and shall not make claim against MassDOT or be entitled to any time extension based on any slow speed or response time of, or lack of access to, MassDOT's document control system.

Other Project documents requiring Concessionaire SharePoint filing include but are not limited to the following:

- Design Reports
- Project Correspondence
- Special Provisions
- Design Submittals
- Quality Management Plan (QMP)
- Construction QC plans
- Early Release for Construction submittals

- Verified shop drawings
- Construction submittals
- Issued for Construction Design Documents
- Working drawings
- Existing conditions inspection reports
- Materials Ledger (RMS 360)
- Certificate of Compliances
- Certificate of Analyses
- Independent Test Reports
- Mill Certifications
- Mix Designs
- Technical Data Sheets
- Quality Control inspection reports
- Quality Control sampling and testing reports
- Requests for Information (RFIs)
- Non-conformance Reports (NCRs)
- Deficiency Reports (DRs)
- Field Design Change (FDCs)
- Design Change Notices (DCNs)
- Utility Coordination Reports
- Baseline Schedules
- Progress Schedule/Monthly Updates
- Short-Term Design and Construction Schedule
- Meeting Agenda
- Meeting Minutes
- Environmental submittals
- Environmental Review Checklists
- Permits/Approvals/Orders of Conditions
- Mitigation Monitoring Reports
- Environmental Compliance Tracking
- As-built plans
- Other Project documents as detailed in Document Library of the MassDOT Document Control Site

1.2 REFERENCE DOCUMENTS AND STANDARDS

1.2.1 Reference Documents

MassDOT has furnished a Sharepoint link with Project specific Reference Information Documents (RIDs) to the Concessionaire as part of the RFP. The information in the RIDs folder is provided for reference use only. MassDOT makes no representation as to the accuracy or completeness of information contained in the RIDs. The Concessionaire shall determine whether and to what extent it will use information in the RIDs and its potential use of such information shall be on the basis of the Concessionaire's own verification thereof. The Concessionaire acknowledges and agrees that MassDOT is not responsible in any way for the Concessionaire's reliance on or utilization of the contents of the RIDs. The Concessionaire shall perform all testing, data collection, surveys, borings, investigation, diligence, etc. as necessary or appropriate to fulfill the terms of the Lease.

The Concessionaire shall independently develop its own CAD drawings in conformance with the Contract Standards to provide the necessary design intent and design details required for the Final Design. The Concessionaire shall be solely responsible for the content and the accuracy of its Final Design, including the verification by field survey of existing dimensions. See Section 4.8.1 of this Appendix E for details on field survey.

The Concessionaire shall develop final Special Provisions that are consistent with its design, as verified by MassDOT.

1.2.2 AASHTO, MassDOT, and Other Applicable Standards and Codes

AASHTO, MassDOT, and other reference standards are applicable to the Final Design and Construction Documents to be developed by the Concessionaire, including the list below. Access MassDOT Highway Information related to Construction, Design/Engineering, Contractor/Vendor Information, Approved Materials and Fabricators, Manuals, Publications and Forms at: https://www.mass.gov/orgs/highway-division

(Please note: the list below is not intended to represent a comprehensive list of all required documents. Additional standards may apply). All work performed under this Lease shall be in conformance with AASHTO and MassDOT standards, except to the extent that the Lease specifically allows exceptions therefrom. In addition, all building architecture components shall comply and adhere to those established by the applicable Building Codes and Standards. This Project must be designed in English units.

In the case of a conflict between any Contract Standards, the more stringent Contract Standard shall apply as determined by MassDOT, unless MassDOT elects otherwise in writing and in MassDOT's discretion. Where dates are not specified, the most current version shall apply. If standards or requirements in a newer version or directive are published after the Commencement Date, the Concessionaire shall

notify MassDOT of the update or change and the Concessionaire and MassDOT shall resolve the applicability of the new, updated or changed standard or requirement. Without limitation, Concessionaire shall comply with the following:

- 2023 Massachusetts Highway Department Project Development and Design Guide (PDDG) with latest online chapter revisions (https://www.mass.gov/manual/massdot-project-development-and-design-guide)
- MassDOT Right of Way Manual, latest edition
- MassDOT English Bid Item Nomenclature List, latest edition
- Commonwealth of Massachusetts Department of Transportation (MassDOT) Standard Specifications for Highways and Bridges, 2026 Edition
- MassDOT Supplemental Specifications (latest issued)
- MassDOT "Drainage Connection and Discharge Policy"
- 1996 MassHighway Survey Manual
- MassHighway Schedule for Sampling and Testing Materials Guide (2005)
- Current MassDOT Engineering Directives
- Current MassDOT Policy Directives
- AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing and Provisional Standards
- PCI MNL-116 Manual for Quality Control for Plant and Production of Structural Precast Concrete Products, 5th Edition
- PCI MNL 135-00 Tolerance Manual for Precast and Prestressed Concrete Construction, 1st Edition
- ACI 318-19 Building Code Requirements for Structural Concrete and Commentary
- AISC Steel Construction Manual 17th Edition
- American Institute of Steel Construction (AISC), "Specification for Structural Steel Buildings" (ANSI/AISC 360)
- American Institute of Timber Construction (AITC), "Timber Construction Manual"
- American Welding Society (AWS), "Structural Welding Code," AWS D1.1
- AWS, "Structural Welding Code – Stainless Steel," AWS D1.6
- AWS, "Structural Welding Code – Reinforcing Steel," AWS D1.4
- American Petroleum Institute (API), "Standards for Welding Pipe Lines and Related Facilities", API Standard 1104
- American Society of Mechanical Engineers (ASME), "Gas Transmission and Distribution Piping System" (B31.8)

- American National Standard Institute/Illuminating Engineering Society (ANSI/IES), "Design of Roadway Facility Lighting" (ANSI/IES RP-8), Lighting Handbook, Tenth Edition
- Code of Federal Regulations (CFR)
- 23 CFR Part 710 Volume 1, Right-of-Way and Real Estate
- 40 CFR Protection of Environmental
- 36 CFR Part 1191 Americans With Disabilities Act (ADA) Accessibility Guidelines For Buildings And Facilities
- Commonwealth of Massachusetts Regulations (CMR)
- 310 CMR 7.00 Code of Massachusetts Regulations, Air Pollution Control Regulations
- 700 CMR 7.00 Use of the Massachusetts Turnpike and the Metropolitan Highway System
- 780 CMR Massachusetts State Building Code and references
- 527 CMR 1.00 Massachusetts Comprehensive Fire Safety Code
- 527 CMR 12.00 Massachusetts Electrical Code
- 310 CMR 15 Massachusetts State Environmental Code, "Title 5"
- 248 CMR 10.00 Uniform State Plumbing Code
- Massachusetts General Law (M.G.L.) Chapter 148 – "Fire Protection"
- Boston Fire Prevention Code
- Natural Gas Pipe Line Safety Act, U.S. Department of Transportation, Code of Federal Regulation, Minimum Federal Safety Standards Part 192 - Title 49, "Transportation of Natural and Other Gas by Pipe Lines"
- OSHA Part 1926 "Safety and Health Regulations for Construction"
- Precast Concrete Institute (PCI), "Architectural Precast" and "Structural Precast"
- Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970, U.S. Department of Labor, Part 1910 "Occupational Safety and Health Standards"
- MassDOT Construction Standard Details, dated January 2026 or the latest version
- MassDOT Utility Accommodation Policy
- 11th Edition Manual on Uniform Traffic Control Devices (MUTCD) and the January 2026 Massachusetts Amendments to the MUTCD
- Notes on Walks and Wheelchair Ramp for designers and Construction Engineers, dated March 2012
- 2018 AASHTO A Policy on Geometric Design of Highways and Streets, 7th Edition

- 2011 AASHTO Roadside Design Guide, 4th Edition (w/Errata)
- 2016 AASHTO Manual for Assessing Safety Hardware, (MASH), 2nd Edition
- AASHTO, "Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals" (AASHTO Signs)
- 2016 AASHTO, "A Policy on Design Standards Interstate System"
- 2004 AASHTO Guide for Park-And-Ride Facilities
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- Massachusetts Architectural Access Board Regulations (521 CMR)
- Public Right-of-Way Accessibility Guidelines (PROWAG)
- American National Standard Practice for Roadway and Area Lighting Equipment, ANSI/IESNA RP-8-14
- AASHTO Roadway Lighting Design Guide (October 2018 or Latest Edition)
- 2008 MassDEP Stormwater Handbook
- MassDOT, Stormwater Design Guide, 2023 Edition
- Massachusetts Wetlands Protection Act (WPA) regulations (310 CMR 10.00) draft redline version dated 11-16-23 and final version
    - Massachusetts Environmental Policy Act
- National Environmental Policy Act
    - Section 106 of the National Historic Preservation Act
    - Massachusetts Historic Regulations (Massachusetts General Laws Chapter 9, Sections 26–27 and 950 CMR 71.00)
    - Massachusetts Endangered Species Act
    - Federal Endangered Species Act
- Clean Water Act
    - Section 401 - Water Quality Certifications
    - Section 404 - USACE Permits and Wetlands
- MassDOT's MS4 & TS4
- American Iron and Steel Institute (AISI)
- American National Standards Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- American Society of Civil Engineers (ASCE)
- American Welding Society (AWS)
- Crane Manufacturers Association of America (CMAA)
- Occupational Safety and Health Administration (OSHA)

- Steel Structures Painting Council (SSPC)
- National Electrical Manufacturers Association (NEMA)
- Underwriters Laboratory, Inc. (UL)
- ANSI/IESNA Recommended Practice for Roadway Lighting (RP-8)
- CIE Division 4 Visibility Design for Roadway Lighting
- IESNA Recommended Lighting for Walkways and Class 1 Bikeways (DG-5)
- IES Lighting for Exterior Environments RP-33
- IES Lighting Handbook – 10thEdition2024 International Building Code
- Massachusetts Leading by Example program (LBE)
- National Fire Protection Association (NFPA)
- American Standard for Nursery Stock, ANSI Z-60.1, latest edition, published by American Association of Nurserymen
- ANSI A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance, Part 1: Pruning, Part 6: Planting and Transplanting, available from Tree Care Industry Association and International Society of Arboriculture

1.3 ADMINISTRATION AND COORDINATION

1.3.1 Briefings for Community Groups, MassDOT, and Others

Public involvement and communications are essential to the Project's development, construction and operation phases. MassDOT will be conducting an extensive public outreach for this Project with the general public, local municipalities and elected officials. In order to fulfill commitments made during the public outreach process, MassDOT anticipates that coordination and public outreach will be required during the Lease Term.

The Concessionaire must work closely with MassDOT to communicate Project information and engage the public. MassDOT may use available resources to communicate Project information including broadcast and print media, variable message signs, a dedicated Project webpage, mobile media, existing MassDOT websites and other Commonwealth websites, fliers, fact sheets, social media, newsletters, e-mail, GovDelivery, presentations, briefings, meetings, and signs. The Concessionaire will have an important role in public involvement and communications and shall support MassDOT by preparing materials and presentations, providing content to MassDOT to update the Project webpage, and any other media required for communicating Project information to all interested parties. All materials, where appropriate, shall incorporate the Project's message points, which will be prepared in collaboration with MassDOT. MassDOT may separately engage the service of a public engagement consultant. The Concessionaire will work closely with MassDOT and MassDOT's public engagement consultants to communicate Project information and engage the public. The financial terms of the Lease cover the Concessionaire's costs and efforts in respect of public engagement and communications, and the Concessionaire shall

not receive any compensation from MassDOT for the preparation of these materials. The Concessionaire's public involvement activities shall include, at minimum:

- Assign a Public Outreach Coordinator to manage public outreach activities throughout the Redevelopment Work and during any Permitted Capital Improvement Work.
- Develop a Public Participation (Outreach) Plan reflective of the Plaza Development plan for Conformance Review and verification by MassDOT. The Public Participation (Outreach) Plan shall be comprehensive and must describe the overall goal of public participation in respect of the Project; list the activities, meetings, written and graphic materials that will be prepared throughout the Project; list the traditional, social and mobile media that will be used to disseminate information about the Project; and lay out a general proposed schedule for these activities. MassDOT will review the Concessionaire's draft Public Participation (Outreach) Plan and the MassDOT Public Affairs Team will produce a final version. The Public Participation (Outreach) Plan will include, but not be limited to, updating the public on the status of the Project; coordinating other briefings (for elected and municipal officials, for example); and providing strategic planning, coordination and staffing for public meetings.
- Attend coordination meetings as needed with MassDOT and other Governmental Authorities including without limitation, State Police, local municipalities and their emergency services departments, local elected officials, the community, and Utility Owners, state and local commissions and others. Record and distribute meeting minutes.
- Prepare graphics and other visual aids for presentation at public meetings, virtual or in-person, as determined by MassDOT in its discretion. Prepare brochures, agendas, sign-in sheets, handouts and other materials for public meetings. Prepare all materials, including language translations in accessible formats for the webpage, per MassDOT IT Digital Service Department requirements and provide such materials in alternative formats as needed. Record, distribute, and post to the webpage meeting summaries with typed attendance sheets.

Assist MassDOT with public information meetings as directed by MassDOT. MassDOT will hold meetings prior to the start of any construction and prior to significant changes that will impact Service Plaza operations. The briefings shall be hosted by MassDOT and shall specifically address upcoming changes at Service Plazas, impact to services and upcoming construction activities. The Concessionaire shall be responsible for coordinating, preparing all necessary material, attending and presenting this meeting at the appropriate time and in accordance with MassDOT requirements, including language translations and accessible formats.

- For any in-person or virtual publicly advertised meetings, hearings or briefings, the Concessionaire shall arrange and pay all fees and costs necessary or

appropriate for compliance with the Public Participation (Outreach) Plan, including without limitation, for an ADA compliant hearing facility (accessible by transit if possible), and an approved stenographer for the entire meeting, hearing or briefing. Additionally, the Concessionaire shall tailor the outreach of the Public Participation (Outreach) Plan to accommodate persons who are low-income, minority, Limited English Proficient (LEP) (i.e. interpreters), or have a disability, and other traditionally underrepresented populations. The Concessionaire shall arrange for and pay all fees for meeting notices, newspaper advertisements, and certified transcripts of all meetings called for by the Public Participation (Outreach) Plan. The Concessionaire shall provide a draft transcript and summary of issues discussed, decisions made, direction given and unresolved issues within five (5) business days following each meeting. The Concessionaire shall provide to MassDOT the final formal version of the transcript and summary of issues discussed, decisions made, direction given and unresolved issues, in both paper and searchable portable document format (PDF) format, within ten (10) business days of the meeting date.

In addition, the Concessionaire shall provide the information, content and documentation and otherwise satisfy the requirements listed below:

- Create a draft MassDOT Project Fact Sheet using the MassDOT Project Fact Sheet template. The final version is subject to MassDOT verification. The MassDOT Project Fact Sheet shall provide an overview of the Project to the public, including information on its condition and status, and the tasks to be accomplished in the overall Project.
- All content concerning the Project for the MassDOT website, subject to MassDOT verification.
- All web content provided to MassDOT shall be in an accessible format to those who are sight or hearing impaired.
- All web content shall be provided in English language and in the predominant secondary languages of the surrounding communities, including Spanish.
- Since non-local motorists are unlikely to attend meetings about the Project, the Concessionaire must propose appropriate approaches for getting information out to non-local motorists. The Concessionaire liaison must work with MassDOT Public Affairs to develop a comprehensive list of employers, motor industry organizations such as AAA and Massachusetts Motor Transportation Association, transportation management associations, intercity bus companies, newspapers and online forums, etc. and similar groups as determined by MassDOT.
- Develop a Project database of key agencies, community, business, interest groups, and others and update it continuously throughout the Project. The database shall include e-mail addresses, telephone numbers, and mailing addresses for the contacts.
- Utilizing the MassDOT Project Newsletter template, create drafts for MassDOT verification. These short newsletter update pieces will initially be used to

introduce the Concessionaire to the public; provide basic information about the Concessionaire and MassDOT outreach team; provide contact information; identify webpage, mobile media and blog addresses; and assure the public it will be kept abreast of changes that will temporarily affect their commute or quality of life. For the duration of any redevelopment activities that are part of the Project, the short newsletter updates shall provide information on the progress of the Project-related activities; upcoming changes in the construction activities; and key milestones.

- Install advanced signage to convey any change to available Service Plaza services.
- The Concessionaire shall provide updates and briefings for the community at major phase changes and continuing through Substantial Completion. The briefings shall be coordinated with MassDOT and shall address traffic management, upcoming construction activities, and other information of interest to the public. This effort shall be coordinated with MassDOT, and all MassDOT and Title VI protocols shall be followed.
- During active construction periods throughout the Lease Term, the Concessionaire, in coordination with MassDOT's Public Affairs Team, shall proactively communicate by telephone, briefings, social media, and e-mail with the designated community representatives from the local municipalities and all affected communities to update them and the community on the anticipated upcoming Construction Work efforts, including Construction Work hours, potential community impacts, and applicable mitigation.
- Information for bi-weekly construction updates, including 90-day look ahead schedules, detailed updates for the upcoming three weeks; including anticipated problems and any changes in information to be provided to the public.
- Photographs and video footage of Service Plaza construction activities for posting on the Project website and social media immediately after completion of milestones (such as completion of renovation, demolition and erection of new Service Plaza exterior structure). Photos and videos shall be available for MassDOT's use throughout the Term.
- Presentation slides, presentation boards, and graphics.
- Written content and graphics for Project newsletters and the Project website.

1.3.1.1 Police, Fire, and Emergency

Once per week or an alternate frequency agreed to by MassDOT, Concessionaire shall provide written informational updates for MassDOT and their Operations and District Staff, suitable for MassDOT to use to coordinate with State Police, local police, fire departments, and other emergency response entities and personnel.

1.3.2 Meeting Minutes

The Concessionaire shall attend all meetings with MassDOT, MassDOT's Designated Agent, and third parties including Utility Owners, municipalities,

stakeholders, and Governmental Authorities as appropriate. For all meetings at which the Concessionaire is in attendance, the Concessionaire shall submit to MassDOT accurate and objective draft meeting minutes within five (5) business days after the meeting. The Concessionaire shall submit final meeting minutes incorporating any MassDOT comments within five (5) business days after receipt of MassDOT's verification or comments on the draft meeting minutes, as applicable. Meeting minutes shall be submitted to MassDOT electronically.

The Concessionaire shall be responsible for the distribution of final MassDOT-verified meeting minutes as directed by MassDOT. This requirement does not apply to internal meetings between/among the Concessionaire's Team Members.

At a minimum, all meeting minutes shall contain a complete list of attendees (including their affiliations, email addresses, and telephone numbers), descriptions of issues discussed, decisions made, direction given, and remaining open issues (including identification of the party responsible for follow up and the target date for resolution).

1.3.3 Coordination with Other Projects at the Service Plazas

During active construction periods throughout the Lease Term, the Concessionaire shall coordinate the Concessionaire's efforts with all applicable Governmental Authorities, Utility Owners and other MassDOT projects that may be under design and/or construction, and which are reasonably likely to impact, or be impacted by, the Project. The Concessionaire must coordinate with any other Service Plaza Construction Work or adjacent construction that may impact available services to motorists.

The following are some of the potential projects that may impact or be impacted by the Project:

ACTIVE PROJECTS AT SERVICE PLAZAS

Ongoing/Upcoming EV Buildouts (MassDOT Project File No. Pending)
- Lee WB
- Lee EB
- Blandford WB
- Blandford EB
- Ludlow WB
- Ludlow EB
- Westborough- Framingham- Natick

1.3.4 Comments, Complaints, Questions and Tracking

Concessionaire must log, respond to and track comments and complaints. See Section 8.17 of the Lease for Project requirements.

1.4 RISK IDENTIFICATION

The Concessionaire shall perform a Risk Assessment on the Project, identifying risks to users of the Service Plaza, operations, permits and schedule for the Redevelopment Period. The Concessionaire's Risk Assessment shall explain how the Concessionaire will mitigate the risks below and also identify any other significant Project risks and proposed mitigation as applicable:

- Traffic Management
- Interruption of Building Operations
- Tank Replacement and Fueling Systems Operations
- Contaminated Soils/Groundwater
- Partial or Complete Demolition of Existing Buildings
- Hazardous Building Materials
- Modification to Environmental Permitting Strategy
- Noise
- Water Quality Improvements
- Wastewater Discharge and Septic Systems (Blandford WB, Blandford EB)
- Severe Weather Events, Infrastructure and Utility Resiliency
- Subsurface Conditions
- Offsite Utility

Concessionaire understands this is not a comprehensive list of risks and shall communicate all risks encountered to MassDOT.

1.4.1 Traffic Management

This Project involves changes to existing motorist services and vehicle traffic patterns within the existing Service Plazas. The Concessionaire must carefully plan the Construction Staging and Temporary Traffic Control Plan (TTCP) to account for reduced speeds, changes in circulation, incident management, safe passage of pedestrians and construction vehicles entering and existing the Construction Work areas.

The Concessionaire must mitigate any impacts to off/on ramp circulation, service road access and other ancillary Service Plaza access.

The Project may involve Construction Work on active Service Plazas that requires the coordination of the public, construction and other active Construction Work. The Concessionaire shall coordinate all operations with the MassDOT Project team and relevant MassDOT District.

1.4.2 Interruption of Building Operations

Construction Work at active Service Plazas has the potential to interrupt building operations. The Concessionaire shall provide MassDOT for MassDOT's

verification, acting reasonably, Concessionaire's written plans to mitigate potential impacts on all aspects of Service Plaza operations.

Elements of the anticipated Construction Work that may impact Service Plaza operations include, but are not limited to:

- Mechanical, electrical, and plumbing systems
- Communication systems
- Security systems
- MassDOT E-Z Pass and Registry of Motor Vehicle Operations

1.4.3 Tank Replacement and Fueling Systems Operations

The Concessionaire acknowledges that the existing petroleum (gasoline, diesel, and E85) Underground Storage Tanks (USTs, Group 3: 24) at the Service Plazas shall be replaced as a requirement of the Lease. MassDOT has included an inventory of the existing USTs and dispensing systems in Section 4.12 of this Appendix E. The Concessionaire shall replace all of the USTs in order of priority listed, with 24 of the 24 USTs requiring replacement within the first 5 years following the Commencement Date. The Concessionaire shall prepare UST Replacement plans for MassDOT Conformance Review and Design Verification. The UST Replacement plans shall identify the logistics, details, and protective measures to assure continuous fueling availability to Service Plaza patrons with minimal interruption, and provide for the safety of patrons, workers, and contractors.

The UST Replacement plans shall also include information about the Licensed Site Professional (LSP) retained by the Concessionaire and the requisite sampling required during removal of the existing USTs under 310 CMR 80.43 and any other Applicable Law. Any contaminated soils or groundwater encountered during the tank replacements shall be addressed in accordance with Section 1.4.4 of this Appendix E and Appendix J (Environmental Protocol).

The Concessionaire shall install the new USTs and operate the existing and new fueling systems in conformance with 310 CMR 80.00. The Concessionaire shall prepare a Fueling Systems Operating Plan, which shall include, but not be limited to, tank and dispensing systems inspections, leak detection systems monitoring, safety and security measures, record keeping, and Concessionaire training requirements. The Fueling Systems Operating Plan shall be submitted to MassDOT for Conformance Review and verification within 90 days of Commencement of the Redevelopment Period.

MassDOT Special Provision Item 185.1 for UST Removals is attached to Appendix J. All Construction Work associated with the UST Replacement plans, including excavation of contaminated soils, dewatering, soil sampling, etc., must comply with MassDOT Special Provisions. See Appendix J and Special Provisions attached thereto.

1.4.4 Contaminated Soils/Groundwater

The Concessionaire acknowledges that ASTM Phase I Reports have been prepared for each of the Service Plazas and such reports identify past releases of petroleum products to soil and groundwater at the Service Plazas. There is also extensive information available on subsurface conditions at the majority of the Service Plazas in MassDEP web-site database (https://eeaonline.eea.state.ma.us/portal/dep/wastesite/) from the numerous releases that have occurred as a result of former underground storage tanks and spills related to the fueling systems. Nearly all of the MassDEP assigned Release Tracking Numbers (RTNs) have achieved permanent solutions indicating response actions are complete, though residual contamination remains at many locations. Open RTNs may exist at some of the Service Plazas. The Concessionaire represents and warrants it has conducted a diligent and comprehensive search and analysis of all information available from MassDEP pertaining to the Service Plazas or the Project and acknowledges having comprehensive familiarity therewith.

The Concessionaire acknowledges that the Construction Work requires handling, on-site reuse and/or off-site disposal of potentially contaminated soils. Contaminated soils shall be managed in accordance with the Concessionaire's Excavated Materials Management Plan (EMMP) requiring oversight by a Licensed Site Professional (LSP), including sampling, analysis and characterization of potentially contaminated soil, and preparation of plans and reports to comply with the Massachusetts Contingency Plan (310 CMR 40.000) and other Applicable Law. Refer to Appendix J for further information and requirements.

The Concessionaire acknowledges that contaminated groundwater may be encountered during dewatering activities. The Concessionaire shall ensure that contaminated water, if encountered and removed during dewatering operations, is treated and disposed of in accordance with Applicable Law. Refer to Appendix J for further information and requirements.

1.4.5 Partial or Complete Demolition of Existing Buildings

The Concessionaire acknowledges that condition assessments have been prepared for each of the Service Plazas and such reports identify and document elements and conditions which were open to observation on the date of such assessments. MassDOT has used these Service Plaza condition assessments as a basis to determine the minimum upgrades and performance requirements of the BTCs for each Service Plaza. Elements and conditions hidden from view on the date the Service Plaza condition assessments were undertaken, whether from operational access constraints, hard/non-removable finishes, or other limitations, are not known to MassDOT. Such concealed elements include, but are not limited to, large portions of the supporting structures and the details of connections between structural elements, under slab drainage, pipes, conduit infrastructure, and presence and condition of roof insulation and attic space. Existing record drawings for the Service Plazas are not available or known to the Facility Condition Assessment (FCA) team and MassDOT.

The Concessionaire acknowledges the risks associated with partial or complete building demolition given the information within and limitations of the FCAs and shall take steps to mitigate these risks. Necessary or appropriate actions may include detailed hands-on inspection and documentation of existing conditions prior to demolition and construction, and other activities to support the Concessionaire's proposed design and construction approach.

Architectural specifications under "Division 02050 Demolition of Existing Structures" for partial or complete demolition shall be developed by a Design Professional and shall include, but not be limited to, the following requirements: The Concessionaire must provide appropriate permits for demolition and utility severance, proposed haul routes and disposal permits, dust, noise and erosion control plans, Construction Work schedule, pre and post construction inspection reports, photographs of existing conditions, compliance with demolition and safety regulations.

1.4.6 Hazardous Building Materials

MassDOT has used Service Plaza assessments and limited hazardous materials surveys as a basis to determine potential hazardous materials. Available testing reports are provided with the Reference Information Documents. The Concessionaire acknowledges the risks associated with building demolition and construction and shall take steps to mitigate these risks. Necessary or appropriate actions may include abatement and/or management of identified hazardous materials during demolition and construction, and other activities to support the Concessionaire's proposed design and construction approach. All building materials that contain hazardous substances such as lead paint, asbestos, etc., shall be abated and disposed of in accordance with Applicable Law. Refer to Appendix J – Environmental Protocol.

1.4.7 Environmental Permitting Strategy

The Concessionaire acknowledges that the Project requires licenses, permits and approvals under the Massachusetts Wetlands Protection Act (WPA) and potentially the Massachusetts Environmental Protection Act (MEPA). While care was taken during the development of the BTC to allow for Concessionaire flexibility during the Final Design and construction phases, the Concessionaire acknowledges and agrees that modification to the permanent or temporary wetland resource impacts and modifications to the construction methods may require review and approval by the applicable Conservation Commission, Massachusetts Department of Environmental Protection (MADEP), US Army Corps of Engineers (USACE), United States Council on Environmental Quality, and other Governmental Authorities. This includes but is not limited to draft and final construction drawings, temporary and permanent drainage design, sediment and erosion control plans, and construction procedures. Refer to Appendix J – Environmental Protocol.

1.4.8 Noise

The Concessionaire's obligations with respect to noise during construction are described in Appendix J, including in Section 2.6.4 (Noise) of Appendix J, and in the Concessionaire's Noise Control plans as verified by MassDOT. The Concessionaire is required to evaluate the potential noise impact of the design and construction and implement mitigation measures to reasonably control and minimize noise associated with the Project.

1.4.9 Water Quality Improvements

This Project shall provide water quality improvements as defined in the Stormwater Management Standards, Massachusetts Wetlands Protection Act both current and draft redline version dated 11-16-23. The Concessionaire shall prepare a final drainage design in compliance with New Development as defined by the WPA, Contract Standards, including the PDDG, and Project permits. The Concessionaire's stormwater improvements shall meet or exceed the requirements as conceptually depicted on the BTC Plans. The Concessionaire shall select best management practices that address the specific pollutants for Service Plazas subject to Total Maximum Daily Load (TMDL) requirements. Construction Work within resource areas or buffer zones shall require permitting with the local Conservation Commissions, DEP and other Governmental Authorities, as applicable.

1.4.10 Wastewater Discharge and Septic Systems (Blandford WB, Blandford EB)

The Service Plazas with active septic systems for wastewater discharge are Blandford WB, and Blandford EB. The Concessionaire shall operate, maintain, and replace these systems as required or necessary to maintain continuous Service Plaza operations. The Concessionaire shall prepare a Wastewater Systems Operating Plan within 90 days of Commencement of the Redevelopment Period for MassDOT Conformance Review and verification.

The Wastewater Systems Operating Plan shall address the operations, maintenance, cleaning, and repair of grease traps at each Service Plaza. Such plan shall identify the frequency of grease traps monitoring and cleaning as well as grease removal, management, and off-site recycling or disposal.

1.4.11 Severe Weather Events, Infrastructure and Utility Resiliency

The Concessionaire shall evaluate existing Service Plaza infrastructure for vulnerability to severe weather events, such as flooding, heavy precipitation, run-off, snow fall, high and low temperatures, etc. Improvements to Service Plaza infrastructure shall address these vulnerabilities and shall include provisions for Utility resiliency (for example, battery power back-up storage, emergency power generators, temporary water supply, etc.).

1.4.12 Subsurface Conditions

The Concessionaire shall evaluate potential latent, concealed, or subsurface conditions that are not visible or reasonably ascertainable and develop a mitigation strategy for these subsurface conditions.

1.4.13 Offsite Utility Schedule Impacts

The Concessionaire shall evaluate long lead utility construction and relocation due to the design that may impact schedule or the Initial Plaza Redevelopment Plan.

SECTION 2.0: PROJECT QUALITY ASSURANCE

2.1 QUALITY ASSURANCE PROGRAM ELEMENTS

As defined by AASHTO and the Transportation Research Board, "Quality Assurance" (QA) is an overarching "umbrella term" that refers to the collective quality activities performed by all parties to assure Quality. Quality Assurance is the responsibility of both the Concessionaire and MassDOT. This includes Quality Control (QC) activities by the Concessionaire as well as verification activities by MassDOT. To ensure that Project quality goals will be met, MassDOT has established a Design QA program to address quality in the design process and a Construction QA Program to ensure the quality of construction, comprised of the elements below.

2.1.1 Design QA Program

The Design QA program for this Project shall include the following two elements:

- Design Quality Control (QC) system by the Concessionaire
- Design Verification system by MassDOT

2.1.2 Construction QA Program

The Construction QA Program for this Project shall include the following six core elements:

- Construction Quality Control (QC) system by the Concessionaire
- Construction Verification system by MassDOT
- Independent Assurance (IA) by MassDOT
- Dispute Resolution System
- Qualified/Accredited Laboratories (The Concessionaire and MassDOT)
- Qualified/Certified Inspection & testing Personnel (The Concessionaire and MassDOT)

2.2 QUALITY ASSURANCE PROGRAM RESPONSIBILITIES

2.2.1 Concessionaire Responsibilities

The Concessionaire shall establish and implement a Quality Control (QC) System to ensure that the performance of the Redevelopment Work and Permitted Capital Improvement Work fulfills the Contract Standards. The QC System shall address the Concessionaire's Quality Control organization and roles, document management procedures, Design QC activities, Construction QC activities,

qualified/accredited QC laboratories, and qualified/certified QC inspection & testing personnel.

The QC System shall be implemented by all Concessionaire Persons.

The Concessionaire shall be proactive and use its QC System to control its design and construction processes to ensure that work conforms to the Contract Standards. The -Concessionaire shall not rely on MassDOT's Conformance Reviews, inspection or testing results. The Concessionaire shall complete and verify its own separate Quality Control reviews, inspection and testing.

2.2.2 MassDOT Rights and Responsibilities

MassDOT has the right to perform Design Verification and Construction Verification actions, an Independent Assurance (IA) system, and a Dispute Resolution System. During construction, MassDOT may provide Construction Verification of the quality of materials and workmanship through inspection, sampling and testing. MassDOT also retains the right for IA inspection, sampling and testing to periodically evaluate the reliability of MassDOT's Design Verification and Construction Verification personnel and equipment and the Concessionaire's QC personnel and equipment.

MassDOT has an interest and a duty to perform due diligence on behalf of the public to verify the quality of the design and construction. MassDOT's Design Verification, Construction Verification, inspection, testing, and monitoring of the Concessionaire's Quality Control activities, and periodic IA evaluations shall be accommodated by all Concessionaire Persons. While MassDOT will be performing Design Verification and Construction Verification inspection and testing of the work, the Concessionaire maintains the sole responsibility for quality, safety, and compliance with all Contract Standards.

At all points in performance of the Redevelopment Work and Permitted Capital Improvement Work at which specific Conformance Reviews, inspections, testing, or verification by MassDOT are required, the Concessionaire shall not proceed beyond that point until MassDOT has completed such Conformance Review, inspection, testing, or verification or waived its right in writing.

MassDOT reserves the right to check QC laboratory testing equipment, personnel procedures and techniques for compliance with specified standards under the Independent Assurance (IA) system. MassDOT also reserves the right to access the QC laboratory facilities, at no additional cost to MassDOT, to witness QC testing, and to verify compliance of the testing procedures, testing techniques, and test results with the Contract Standards and the Concessionaire's verified Quality Control (QC) System.

2.3 QUALITY CONTROL SYSTEM OBJECTIVES

The Concessionaire's Quality Control System is a critical component of this Project. It must provide the Concessionaire with real-time information to control the quality of all work. The Quality Control System must achieve the following objectives:

- Demonstrate how the Concessionaire will fulfill its responsibility for achieving design quality and construction quality.
- Establish procedures for coordinating and ensuring consistency and quality of work performed by all Concessionaire Persons.
- Ensure that all Design Documents and Construction Documents developed by or on behalf of the Concessionaire are prepared in accordance with all Contract Standards.
- Ensure that the quality of the materials and workmanship of all completed Construction Work meets the Contracts Standards.

2.4 QUALITY CONTROL ORGANIZATION

2.4.1 Quality Control Lead Personnel

The Concessionaire's QC System shall be developed and implemented by a formal Quality Control Team led by a QC Administrator, a Design QC Manager, and a Construction QC Manager, and the Concessionaire shall provide written notification to MassDOT identifying the individuals serving in these roles and their credentials. These QC personnel shall have the responsibilities and possess the minimum qualifications described below. In the event that one of these QC Team Members is temporarily absent, the Concessionaire shall have contingency plans indicating the delegation of authority and responsibility in their absence.

2.4.1.1 **Quality Control Administrator**

- The Quality Control (QC) Administrator is considered one of the Project's Key Personnel. The QC Administrator shall be responsible for overall management of the QC System. The QC Administrator shall be a Design Professional with a minimum of ten (10) years of experience in relevant design or construction. **The QC Administrator shall be a certified NETTCP Quality Assurance Technologist**.
- The QC Administrator shall report directly to the Concessionaire's Project Manager or Project Executive and shall be involved throughout all stages of the Project and be available for in-person meetings and job site walkthroughs, as needed. The QC Administrator must keep MassDOT informed of all Project QC issues in a timely manner. The specific duties of the QC Administrator shall be outlined in the QMP.
- The Concessionaire shall not replace the QC Administrator without prior written approval by MassDOT. The Concessionaire's request to replace the QC Administrator shall name a proposed replacement manager who shall be available within fifteen (15) business days of

MassDOT's approval. The replacement QC Administrator shall meet all of the same qualification requirements listed above.

2.4.1.2 **Design Quality Control Manager**

- The Concessionaire's Design Quality Control (QC) Manager shall be responsible for leading a Design QC Team to implement all Formal QC procedures and activities for design. The Design QC Manager shall be a Design Professional who possess experience on PPP or Design-Build projects and has a minimum of ten (10) years of experience in relevant design. The Design QC Manager shall report directly to the Concessionaire's QC Administrator. **The Design QC Manager shall be certified as a NETTCP QA Technologist.**

2.4.1.3 **Construction Quality Control Manager**

- The Concessionaire's Construction QC Manager shall be a Design Professional, with relevant experience on design-build construction projects and with a minimum ten (10) years of experience in similar construction. **The Construction QC Manager shall be certified as a NETTCP QA Technologist** and shall report directly to the Concessionaire's QC Administrator.
- The Concessionaire's Construction Quality Control (QC) Manager shall be responsible for leading a Construction QC Team to implement all Formal QC procedures and activities for construction.
- If a consultant company is used to provide the Concessionaire's Construction QC Manager, the Concessionaire must ensure its chosen consultant company:

  Is not providing services at the same Service Plaza for MassDOT.

  Is not providing services for MassDOT at another location for the Project.

  Is not providing services on any other project where the Concessionaire is under contract with MassDOT.

- Companies that are currently under contract to provide inspection services for MassDOT who wish to provide an individual to act as the Construction QC Manager for the Concessionaire are not permitted to do so without MassDOT's advance written consent, which may be withheld in MassDOT's discretion. The consultant company shall provide sufficient details so that MassDOT may assess potential conflicts of interest.

2.4.1.4 **Independent Peer Reviewer**

- Pursuant to G.L. c. 6C, § 63 (b)(5)(B)(ii), the Concessionaire's Independent Peer Reviewer shall be responsible for providing

additional architectural and engineering services to confirm that the key elements of the professional engineering and architectural design provided by the Concessionaire are in conformance with the applicable standard of care. The entity performing this function must be prequalified by the MassDOT Architects and Engineers Review Board in the following areas: Intermediate Roadway Design, Traffic Operations Studies and Design, Architecture and Water Quality Assessment and Mitigation. The individuals leading the peer review work must be registered/licensed in the Commonwealth of Massachusetts and have a minimum of ten (10) years of experience in relevant design.

2.4.2 Project Design and Construction Personnel Role in Quality Control

- All Design and Construction "Production Personnel" (i.e. persons and entities performing design and Construction Work activity) on the Project, including the Environmental Permitting Manager, Design Manager, Construction Manager, Construction Superintendent(s), and all personnel working under their direction), shall have responsibility to perform Frontline QC activities to ensure the quality of their work. Production Personnel shall apply QC "self-checks" or "self-inspection" throughout the process of work production.
- All Design and Construction Production Personnel shall receive initial training on the Quality Control procedures in the Quality Management Plan under the direction of the QC Administrator and Formal QC Team staff. Additional periodic training on the QC system must be provided as determined necessary by the QC Administrator.
- Formal QC checks must be performed independently of Design Production Personnel by the Design QC Team staff and Formal QC inspection and testing must be performed independently of Construction Production Personnel by the Construction QC Team staff throughout design and construction. Concessionaire shall establish and maintain an organizational structure that provides a team of Formal QC personnel that operates, neither above nor below, but parallel to the team of Production personnel. Primarily, the Formal QC personnel shall constantly monitor and measure each production or placement process in order to confirm the Concessionaire satisfies the Contract Standards.

2.5 QUALITY MANAGEMENT PLAN (QMP)

The Concessionaire shall develop, implement, and maintain a comprehensive Quality Management Plan (QMP) that is consistent with and which expands upon the QC System outlined in the Concessionaire's Technical Proposal. The QMP shall be organized and address the information required per the NETTCP Model QC plan provided with the RIDs. The QMP shall address any additional Quality Control required as part of the Contract Services. The QMP shall contain the following five sections:

Section 1 – Introduction

Section 2 – Quality Control Organization

Section 3 – Document Management Procedures

Section 4 – Design Quality Control Procedures

Section 5 – Construction Quality Control Procedures

The Concessionaire shall schedule a meeting with MassDOT in advance of the submission of the QMP to discuss the format and contents of the document as well as roles and responsibilities of the QC staff. Each Section of the QMP shall be submitted no later than the timeframes indicated in the table below, for Conformance Review and verification by MassDOT.

QMP Section	Submittal Timeframe (Calendar Days)
Section 1 – Introduction	30 Days After Commencement of the Redevelopment Period
Section 2 – Quality Control Organization	30 Days After Commencement of the Redevelopment Period
Section 3 – Document Management Procedures	30 Days After Commencement of the Redevelopment Period
Section 4 – Design Quality Control Procedures	30 Days After Commencement of the Redevelopment Period
Section 5 – Construction Quality Control Procedures	90 Days After Commencement of the Redevelopment Period

MassDOT will not verify any Early Release for Construction (ERC) or Design Submittal packages until QMP Sections 1 through 4 have been submitted and reviewed for conformance at least once by MassDOT. MassDOT reserves the right to require resubmission of the QMP Section 1 through 4 prior to MassDOT reviewing or verifying any ERC and Design Submittal packages if the initial QMP submission contains significant deficiencies or omissions. Shop drawings and Construction Quality Control plans may be submitted only after QMP Section 5 has been reviewed for conformance at least once by MassDOT. The Concessionaire shall not revise any portion of the verified QMP without the prior written Notice of Conformance of MassDOT.

2.6 DESIGN QUALITY CONTROL

2.6.1 Design Quality Control System Requirements

- Design Quality Control activities shall be implemented in accordance with the verified QMP.
- Each formal Design Submittal package (25%/75% Design Development, 100% Final Design, and Issued for Construction Design Documents) shall be reviewed by the Design QC Team and the Independent Peer Reviewer prior to submittal to MassDOT for Conformance Review.

2.6.2 Frontline QC by Design Team

"**Frontline QC**" is the responsibility of the Design Team. Frontline QC activities consist primarily of "self-checks" by the Design Team responsible for development of the Design Documents (i.e. calculations, plans, Special Provisions, and technical reports). This also includes cross-checks and reviews between members of the Design Team as the Design Development progresses. Examples of the primary Frontline QC activities that must be performed by the Design Team are as follows:

- Survey Field Checking
- Validating and Approving Computer Software
- Discipline Coordination Reviews
- Interdisciplinary Reviews (including regulatory compliance)
- Environmental Reviews
- Constructability Reviews
- Designer Self-Checks (calculations, plans, specifications)
- Subconsultant Design Document Reviews
- Design Package Milestone Reviews of 25%/75% Design Development, and 100% Final Design Submittals, and Issued for Construction Design Documents
- Shop Drawing Reviews

2.6.3 Formal QC by Design Quality Control Team

The Design QC Team is responsible for performing Formal QC activities independent of the design production team. These Formal QC activities include "independent-checks" at key milestones in the design process and audits intended to confirm that the design process is functioning effectively. Examples of the primary Formal QC activities that shall be performed by the Design QC Team are as follows:

- CAD Software QC Audits
- Independent Structural Design Check (Calculations)
- QC Audit of Studies, Reports, & Other Design Documents
- Environmental Compliance Review
- Independent Technical Review and Independent Peer Review (at design package milestones)
- QC Report from Independent Peer Reviewer inclusive of comments made and status of comment resolution at each design package milestone
- QC Review of Shop drawings

2.7 CONSTRUCTION QUALITY CONTROL

2.7.1 Construction Quality Control System Requirements

Construction Quality Control plans (QC plans) shall be prepared for Redevelopment Work and Permitted Capital Improvement Work in accordance with Section 2.7.2 of this Appendix E.

Each Producer, Fabricator and Manufacturer must have their own Quality System Manual (QSM) documenting their QC system. Each Producer, Fabricator and Manufacturer must provide to the Concessionaire a copy of their QSM. After review and approval by the Concessionaire's Construction QC Manager to ensure conformance to the Quality Assurance requirements of the Lease, each Producer, Fabricator or Manufacturer QSM shall be transmitted to MassDOT for its use and information prior to fabrication and manufacturing.

The QC sampling and testing frequencies shall be no less than the frequencies specified in MassDOT's Schedule for Sampling and Testing Materials included in the RMS 360. *All QC Sampling shall be obtained using random sampling in accordance with ASTM D3665 (as taught by NETTCP), unless specified otherwise in the QMP or QC plan for the Redevelopment Work or Permitted Capital Improvement Work Item being tested.*

Inspection Attributes shall be identified for each item of Redevelopment Work and Permitted Capital Improvement Work. Inspection Lot and Sub-lot sizes shall be established for each Inspection Attribute, unless already specified by MassDOT (e.g., Subsection 450). The minimum Attributes to be inspected for QC shall be in accordance with the most current version of the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges and shall address the following four primary inspection components:

Equipment

Materials

Environmental Conditions

Workmanship

Standard QC Report Forms and record books shall be established for inspection, sampling, and testing of all Redevelopment Work and Permitted Capital Improvement Work. QC documentation for Hot Mix Asphalt (HMA) shall be in accordance with the Subsection 450 Specifications. NETTCP standard Test Report Forms (TRFs) and Inspection Report Forms (IRFs) shall be used to document all QC inspection, sampling, and testing results. Where NETTCP TRFs or IRFs do not currently exist, the Concessionaire shall develop and use its own forms to address such testing or inspection. Any form created by the Concessionaire shall include all the information required by the test or inspection method and shall be submitted to MassDOT.

- HMA and concrete Producers must have prequalified mix designs.

- All Fabricators furnishing Fabricated Structural Materials shall be on the current MassDOT "Approved Fabricators List."
- All Standard Manufactured Materials shall be delivered to the Project site with a standard Certificate of Compliance (COC) for the corresponding Lot of material.
- All laboratories performing QC testing of Project Produced Materials shall be qualified through either the AASHTO Accreditation Program (AAP) or NETTCP Laboratory Qualification Program.

All QC personnel shall have appropriate certifications, which shall be described in the corresponding QC plan(s) and shall be subject to MassDOT verification. If pertinent certification is available through NETTCP, that shall be the required certification. If the certification is not available through NETTCP, other comparable certifications may be verified by MassDOT.

2.7.2 Construction Quality Control Plans

Construction Quality Control plans (QC plans) shall be prepared for all items of Construction Work and submitted to MassDOT for verification a minimum of forty-five (45) days prior to the planned start of Construction Work on the applicable Redevelopment Improvements or Permitted Capital Improvements. QC plans shall be submitted for each of the major or critical Redevelopment Work or Permitted Capital Improvement Work items that comprise the primary features of the site or building, or other major structural elements, including the following:

Earthwork and subgrade
Hot Mix Asphalt Pavement
Drainage Systems including headwalls and inlet and outlet structures
Utility infrastructure (Water, Fiber Optic, Telephone, Cable, Electric, and Gas)
Fuel infrastructure
Retaining Walls
Landscaping
Foundations
Structural Steel Erection and Connections
Reinforced Cast-In-Place Concrete
Pre-Cast Concrete Elements
Masonry
Electrical Systems
Plumbing
HVAC Systems
Fire Protection
Building Envelope
Landscaping
Other Redevelopment Work or Permitted Capital Improvement Work items, as applicable

All major materials and construction processes needed to complete the Redevelopment Work or Permitted Capital Improvement Work must be addressed in the corresponding Quality Control plan.

2.7.3 Quality Control Plan Format and Content

The Quality Control plans shall use the NETTCP "Model Quality Control Plan" (Appendix F of the NETTCP QA Technologist Course Manual, December 2014) as a standard template; along with the MassDOT Quality Control plan commentary and shall address all aspects of the Construction Work needed to complete the subject Redevelopment Work or Permitted Capital Improvement Work item. The "Model Quality Control Plan" and the Quality Control plan commentary are included with the RIDs.

Each QC plan shall include provisions to address corrective action procedures for any non-conforming Construction Work.

2.7.4 Quality Control Materials Sampling and Testing Ledger

As part of its Construction Verification responsibility, MassDOT will prepare and maintain a Verification Materials Sampling & Testing Ledger (RMS 360) to plan and document MassDOT's Construction Verification sampling frequencies and Construction Verification testing results for the Project. However, the Concessionaire is required to prepare and maintain its own ***Quality Control Materials Sampling & Testing Ledger*** and provide MassDOT with planned QC sampling and testing frequencies for all Redevelopment Work and Permitted Capital Improvement Work items in accordance with the following requirements:

With each required Design Submittal package, the Design Professional shall include a list of Redevelopment Work and Permitted Capital Improvement Work items and quantities contained in the submittal. All items requiring a Special Provision per MassDOT requirements shall have an asterisk in a separate column adjacent to the item number identifying the Special Provision requirement. The Redevelopment Improvements and Permitted Capital Improvements shall be listed using MassDOT's standard nomenclature and item numbers. For non-standard items the Concessionaire shall assign an item number not already assigned to a non-standard item. MassDOT reserves the right to change the assigned item number for any non-standard item.

The Concessionaire shall be responsible for creating and maintaining its own Quality Control Materials Sampling & Testing Ledger for the Project. The Concessionaire is not required to use the MassDOT form RMS 360, but may use it as a model for creating its own QC Materials Sampling & Testing Ledger. MassDOT will provide the Concessionaire with a list of the standard Redevelopment Work and Permitted Capital Improvement Work items and their material sampling and testing requirements. The QC Materials Sampling and Testing Ledger shall contain the following:

Item Number

Item Description
Estimated Quantity
Item Lot Size and Sub-lot Size
Source of Material
Location of Source
Sampling Frequency (normally 1 QC sample per sub-Lot, unless otherwise specified by the Project Specifications or MassDOT's Specifications)

The QC sampling and testing documentation required for the Redevelopment Work and Permitted Capital Improvement Work item Construction QC Manager and QC Administrator signoff that QC sampling and testing and related documentation for each Redevelopment Improvements and Permitted Capital Improvements item have been completed and verified.

- It is the responsibility of the Construction QC Manager to review the QC Materials Sampling & Testing Ledger and ensure it is current with all Issued for Construction Design Documents and the completed Construction Work. Once the Service Plazas are under construction, the Construction QC Manager shall review the QC Materials Sampling & Testing Ledger a minimum of once a week.

  If the Concessionaire fails to provide MassDOT with the necessary information in each of its Design Submittals to allow MassDOT to maintain a current RMS 360, MassDOT reserves the right to issue a Deficiency Report for any Redevelopment Work and Permitted Capital Improvement Work items covered under that submittal until the deficient RMS 360 information is reconciled.

  The Concessionaire shall perform all QC sampling, testing, and inspection completely independent of MassDOT's Construction Verification sampling, testing, and inspection. The Concessionaire is required to upload and maintain on the Project SharePoint site, all QC sampling, testing, and inspection documentation. This shall include, but is not limited to:

  QC Random Sampling Report Forms
  QC Test Report Forms (TRFs)
  QC Inspection Report Forms (IRFs)
  Materials Certificates of Compliance (COCs)
  Certificates of Analysis (COA)
  Mill Certifications
  Independent Test Reports

- As part of its Construction Quality Control system, the Concessionaire shall place "Design Hold/Control Points" which require the QC Materials Sampling & Testing Ledger and MassDOT's RMS 360 to be current prior to the continuation of Construction Work. These Control Points shall be specified in the Concessionaire's Quality Management Plan.

  If the Concessionaire fails to perform the above requirements for the QC Materials Sampling & Testing Ledger and MassDOT's RMS 360, an NCR and

Deficiency Report shall be issued in accordance with Section 2.9 of this Appendix E.

2.8 RESERVED.

2.9 NON-CONFORMANCE REPORT (NCR)

Completed Construction Work that does not conform to the Lease requirements for the quality of materials or workmanship shall be documented through a Non-Conformance Report (NCR) per Section 8.10 of this Appendix E, Non-Conforming Work. An NCR shall also be initiated by the Concessionaire if QMP and quality related processes are not followed. When an NCR is required, it shall be prepared and submitted to MassDOT one (1) Business Day after the non-conformance is identified.

The NCR shall clearly describe the element of Redevelopment Work or Permitted Capital Improvement Work that is non-conforming and the nature of the non-conformance. The NCR shall identify the root cause that led to the NCR. The NCR shall further address steps to be taken to ensure that the particular non-conformance is not repeated.

When a non-conformance impacts the performance, safety or life-cycle of the Project or any element of the Project, the Concessionaire's Design Professional for the Redevelopment Improvements and Permitted Capital Improvements shall evaluate the effect of the non-conformance. Non-conformances related to non-compliance with the QMP and quality related processes do not require review by the Design Professional. The initial proposed resolution of the non-conformance, including remedial actions if necessary, shall be submitted to MassDOT after review and approval of the Design Professional within fourteen (14) Days after the NCR is submitted to MassDOT, and shall be fully designed and documented. Any affected plans, specifications, calculations and shop drawings shall bear the stamp of a Design Professional. The Concessionaire's Construction QC Manager and Quality Control Administrator shall also verify, by signing the NCR, that the resolution of the non-conformance, including any remedial actions, has undergone the appropriate level of QC review. Where the corrective action requires revision to the Issued for Construction Design Documents and/or Special Provisions, the Concessionaire shall submit a Field Design Change (including any necessary calculations) to MassDOT for MassDOT's Conformance Review and Design Verification.

MassDOT has the right to document deficiencies in the Redevelopment Work or Permitted Capital Improvement Work based on its Construction Verification inspection, sampling and testing of the Construction Work. The Concessionaire is responsible for providing MassDOT with QC inspection and testing results in a timely manner. MassDOT may use Deficiency Reports (DRs) to document deficiencies. These Deficiency Reports shall require the same review and ultimate closure by the Concessionaire as a Concessionaire initiated NCR. A DR may also be initiated by MassDOT if QMP and QC processes are not followed.

MassDOT shall review and verify conformance for the proposed resolution of any NCR prior to the Concessionaire implementing any corrective action. Where

agreement cannot be reached regarding resolution of an NCR, the Dispute Resolution Procedures (Article 19) shall be used. MassDOT shall ultimately have the authority to call for removal of any non-conforming Construction Work should MassDOT not agree that the remedial actions set forth by the Concessionaire are sufficient. MassDOT reserves the right to make cost adjustments for Construction Work that, although not in conformance with specifications, is nevertheless satisfactory to remain in place, and such cost adjustments, at MassDOT's option, shall either be factored into the Concessionaire's payments to MassDOT under the Lease, or shall be paid by the Concessionaire directly to MassDOT when the NCR is closed.

The Concessionaire shall maintain a log of all NCRs and submit this log to MassDOT and the Concessionaire's Construction QC Manager on a bi-weekly basis, at a minimum, regardless of any status change. Each NCR shall be assigned a sequential number and shall include a brief description, the status and the expected date for closure for each NCR.

2.10 CONSTRUCTION PROCEDURES

The Concessionaire shall prepare and submit to MassDOT construction procedures for items that have the potential to affect public health and safety (such as erection plans, demolition plans, Utility monitoring and protection plans, noise control and mitigation plan, dust control, temporary support of excavation, concrete placement, grouting, lead based paint management, structural monitoring, and others as deemed necessary as the Construction Work progresses and as identified in Section 8.13 of this Appendix E) for MassDOT's Conformance Review and verification. All construction procedure submittals shall be signed by the Concessionaire's Quality Control Administrator indicating that these submittals are in accordance with the Quality Control process established in the verified QMP and in conformance with the Lease requirements.

2.11 SHOP DRAWINGS

The Concessionaire shall develop a list of those submittals that will require an engineering Conformance Review by MassDOT and include this list in the corresponding Quality Control plans for Redevelopment Work or Permitted Capital Improvement Work. This list shall be submitted in accordance with Section 8.14 of this Appendix E and include all working drawings, new concrete foundations and structural steel shop drawings, and prestressed and precast concrete element shop Drawings. All verified drawings shall be provided to MassDOT three (3) business days prior to the start of Redevelopment Work or Permitted Capital Improvement Work detailed by the drawings. Any verified shop drawings submitted to fabricators or manufacturers must include the Special Provisions pertaining to the item and the drawings shall have the same details as listed in the Special Provision. The drawings submitted to MassDOT shall start from Revision 0. The Concessionaire shall track internal revisions using a different notation from MassDOT. The QMP shall describe the method used by the Concessionaire to track revisions.

2.12 MOCK-UPS AND CONTROL SECTIONS

Mockups shall be required as directed by MassDOT for MSE wall precast panels or other project elements should they be incorporated in the Project design. Fabrication of granite shall be in accordance with the tolerances specified in National Building Granite Quarries Association (NBGQA) specifications and MassDOT Bridge Manual, as needed. Mockups shall be provided that demonstrate the quality, construction and assembly of the elements including joints, color, holes, cut-outs, sinkages and openings in granite work for anchors, clamps, dowels, supports, and lifting devices, and methods of securing granite to concrete backing. Mockups shall be provided as needed following Design Verification of 25%/75% Design Development plans.

2.13 EARLY RELEASE FOR CONSTRUCTION

The Concessionaire shall establish an Early Release for Construction (ERC) process in accordance with Section 4.6 of this Appendix E, Early Start of Construction Process. See ERC Submittal Process Flowchart in folder titled "Electronic Document Management" in the RIDs folder.

2.14 MATERIALS AND WORKMANSHIP QUALITY CERTIFICATE

The Concessionaire shall submit with the as-built plans a "Materials & Workmanship Quality Certificate" signed by the Concessionaire's Construction QC Manager and Quality Control Administrator indicating that all materials and workmanship incorporated in the Project conform to the Contract Standards.

SECTION 3.0: INFORMATION SUPPLIED TO CONCESSIONAIRE

The Concessionaire shall complete the formal design of all elements of the Redevelopment Improvements and Permitted Capital Improvements, regardless of the fact that MassDOT has supplied certain concept design work for certain portions of the Redevelopment Improvements and Permitted Capital Improvements to the Concessionaire. All Design Documents shall be furnished to MassDOT after all review submissions have been completed. The Concessionaire acknowledges and agrees that it has diligently reviewed and verified the BTC for errors, omissions, inconsistencies and other defects. The Concessionaire specifically acknowledges and agrees that:

- The BTC was developed to represent MassDOT preferences and to establish the minimum baseline requirements that shall be equaled or exceeded by the Concessionaire. The Concessionaire acknowledges by receipt of the BTC that Concessionaire explicitly understands that while the BTC has been advanced to a conceptual level of development, the BTC plans are only to show MassDOT's design intent and basic programmatic relationships. The Concessionaire shall be required to provide Issued for Construction Design Documents that are stamped, sealed, and certified by Concessionaire's Design Professional for Conformance Review and Design Verification by MassDOT and possible third parties.
- The Concessionaire is not entitled to rely on any documents or information provided by MassDOT other than the RFP documents; and the Concessionaire's ability to rely on the Reference Information Documents is subject to the limitations set forth herein.
- The Concessionaire is responsible for correcting any errors, omissions, and defects in the BTC through the design and/or construction process, with the obligation to correct any errors, omissions, inconsistencies, and other defects therein, all at no additional cost to MassDOT.

- MassDOT shall have no liability for errors, omissions and defects in the BTC.
- Concessionaire's warranties and indemnities hereunder cover errors, omissions, and defects in the Service Plazas even though they may be related to errors, omissions, and defects in the BTC.
- The Concessionaire has independently determined that the BTC presents a feasible concept for the Redevelopment Improvements which can and shall be used as the basis for the completion of the Redevelopment Improvements, and agrees that it shall have no right to seek a time extension, except as specifically permitted by the Lease or Applicable Law; and
- The Concessionaire acknowledges and agrees that MassDOT shall not be responsible or liable in any respect for any loss, damage, injury, liability, cost, expense or cause of action whatsoever suffered by any Concessionaire Person by reason of any use of any information contained in the BTC or any action or forbearance in reliance thereon. The Concessionaire further acknowledges and agrees that: (i) if and to the extent any Concessionaire Person uses any of said information in any way, such use is made on the basis that the Concessionaire, not MassDOT, has verified such use and information and is responsible for said information; and (ii) the Concessionaire is capable of conducting and is obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said information is entirely at the Concessionaire's own risk and at its own discretion.

SECTION 4.0: PROJECT DESIGN

4.1 PROJECT OVERVIEW AND EXISTING CONDITIONS

The scope of Redevelopment Work includes both design and construction at six Service Plaza Locations. The Service Plazas for this RFP are:

- Western Mass: Turnpike

  Lee WB

  Lee EB

  Blandford WB

  Blandford EB

  Ludlow WB

  Ludlow EB

4.2 SCOPE OF PLAZA REDEVELOPMENT

The Redevelopment Improvements include but are not limited to those listed in Section 4.2.1 and 4.2.2.

4.2.1 Site

- Final Design and construction of all elements.

- Site exploration efforts such as soil borings and soil sampling/testing to advance to Final Design and construction.
- Construction of all improvements and modifications to curbing, medians, walkways, roadways, and subgrade.
- Installation of pavement, rigid concrete drive surfaces across plaza and employee parking areas, service roadways.
- Installation or modification of fencing, guardrail, hardscape features and furniture, and trash receptacles.
- Installation of pet relief receptacle stations and fenced in pet relief areas.
- Construction of all improvements and modifications to drainage systems for temporary and permanent conditions including deep-sump hooded catch basins, water quality swales, infiltration areas, and detention basins.
- Construction of all signs and pavement markings and other traffic control devices, including overhead signs, guide signs and route markers, parking signs, pylon and Plaza signage, and flag poles.
- Site demolition, trash removal, clearing, grubbing, tree protection, and tree removal.
- Landscaping and restoration of disturbed areas within the Service Plazas, including: identifying invasive plant species and limits, providing appropriate management and treatment plans and specifications and execution of management plan.
- Installation, maintenance, and removal of all erosion control protections required for Construction Work activities, including sedimentation fence, sedimentation barrier, and silt sacks or other siltation and erosion control measures.
- Installation of lighting for illumination of temporary and permanent parking areas (passenger, truck, and employee), pedestrian routes, refueling areas, and around the building.
- Installation of Electric Vehicle Charge infrastructure.
- Installation of alternative energy sources including solar panels, wind turbines, geothermal wells, battery storage or other.
- Installation of electronic security gates at secondary access points, and all security and surveillance equipment and infrastructure.
- Subsurface Utility investigation to determine size, location, and condition of underground pipe networks.
- Installation or rerouting of Utility services per BTC or otherwise required for building Redevelopment.
- Relocation of Utilities and ancillary structures for building use, or to enable the Service Plaza Redevelopment.
- Replacement of Underground Storage Tanks.
- Proper disposal of regulated and unregulated soils.

Temporary and permanent traffic control measures.

- Establish and maintain all infrastructure for interim fuel, EV charging and bathroom operations during construction.
- Restoration of damaged pavement and disturbed areas within the Service Plazas.

- Coordination with private and municipal Utility Owners.
- Coordination during design and construction with stakeholders, Governmental Authorities, local businesses, and residents in conjunction with MassDOT
- Off peak, night, and weekend Construction Work as required to facilitate demolition and construction.
- Coordination with surrounding private and public construction activities.
- Community outreach program in conjunction with MassDOT, particularly as it relates to traffic impacts.
- Compliance with Applicable Law, including Governmental Approvals, and any amendments or reevaluations made during construction.
- Construction mitigation and proper disposal of Hazardous Materials in accordance with Applicable Law.
- Maintenance of access to abutters and local businesses throughout construction.
- Construction noise mitigation.
- Construction dust mitigation.
- Separate temporary restrooms provided for construction staff.
- Water service at Lee and Blandford

4.2.2 Building

- Final Design and construction of all building elements with the scope of building work based on the proposed type of investment (Type S or L).
- Type S - Selective Renovation and Refurbishing
  Includes sites of low to average program size established under the boundaries of an Existing Building Code Alteration Level-2. Basic systems and assemblies will be refurbished; the existing superstructure, as well as the drive through window where they exist, will remain; and Men's and Women's restrooms will be fully modernized. The Service Plaza shall be modified to become fully accessible. The program and architecture consist of renovated finishes; partitions and accessories at all restrooms; new energy efficient storefronts and entrance doors at all vestibules; new roof assemblies (stripped down to roof structure). Interiors require new acoustic ceilings with new lights/diffusers/fire alarm devices/sprinkler heads, new floors and furniture in all public areas.
- Type L – New Construction
  Includes sites with significant growth potential and where new construction shall be implemented, with the option of reusing existing foundations as Applicable Law allows. These new buildings are opportunities for rebranding the Service Plazas into contemporary Transportation Service Plazas and Uses, housing multiple vendors, ancillary functions (such as E-ZPass areas or coffee houses), and added programs (such as Visitor's Centers or Truckers' Lounges), all by providing fully modernized 21st century services.
- See Section 4.10 of this Appendix E for additional information on building requirements.

4.3 BTC DESIGN INTENT AND ATC RESTRICTIONS

MassDOT has developed the BTC, which includes a conceptual design for the Service Plazas. The BTC design was developed to meet MassDOT's goals. The intent of the BTC design is to provide a foundation for meeting the overarching goals of the Project.

The overarching goals for MassDOT for this initiative are to provide a clean, safe, friendly, future-proofed, and re-imagined Service Plaza network across the Commonwealth. This means that motorists, professional commercial drivers, and host communities will have food and beverage choices including local and national brands (with healthy options and options for pre-ordering/on-site pick-up capability); sparkling new restrooms; and innovative traveler service offerings. The Concessionaire must bring to this relationship significant capital investment capacity and the ability to revitalize the Service Plazas. Throughout the Lease Term, the Concessionaire must provide Operation and Maintenance Services meeting the Operations and Maintenance Performance Standards as set forth in the Lease.

Alternative Technical Concepts (ATCs) may be submitted for review, and, if accepted, incorporated in the Final Design documents. Adherence to the Contract Standards is required for the design, detailing, and construction of all components of the Service Plazas. The Concessionaire must submit a minimum of three Design Submissions: (i) (25%/75% Design Development; (ii) 100% Final Design; and (iii) Issued for Construction Design Documents (IFC)) including plans and Special Provisions advancing the BTC as required by the Project Development and Design Guide (PDDG).

4.3.1 BTC Elements

- The BTC is based on a series of condition assessments performed by MassDOT for the Service Plazas. Improvements to bring Service Plazas into a State of Good Repair and compliance with current MassDOT Standards and policies are shown on the BTC plans.
- Buildings shall be designed and detailed for existing and future uses as described in Section 4.10 of this Appendix E and/or depicted on the BTC plans and detailed so as to be accessible for future maintenance, replacement, and upgrading.
- Roadside elements shall be designed to maximize maintenance access and minimize required roadside protections.
- The intent is to maximize truck parking to the maximum extent possible.
- Proposed Limits of Work, as shown in the BTC plans, are developed to minimize impacts to adjacent properties and existing highway operations to the extent practicable.

4.3.2 ATC Restrictions

ATCs will be evaluated and either accepted or rejected by guidelines presented in the Instructions to Proposers (ITP) of the RFP.

4.4 CODES, STANDARDS, AND SPECIFICATIONS

All design and construction shall be governed by Codes, Standards and Specifications relevant to public works for highways and buildings and shall comply with all Contract Standards. MassDOT documents are available on the MassDOT web page.

For items that may require Special Provisions, the Concessionaire shall consult with MassDOT to ensure that MassDOT has not already developed a Special Provision for said item. When a Special Provision does exist, MassDOT will provide the Concessionaire with the most current Special Provision at the time of the request. The Concessionaire must promptly notify MassDOT in writing of any conflict between any of the Contract Standards as of the earliest that the Concessionaire discovered or, in the exercise of Good Engineering and Construction Practice or Good Industry Practice, should have discovered the conflict. The most stringent requirement shall govern unless and until MassDOT provides written clarification to the contrary.

The Redevelopment Work and Permitted Capital Improvement Work shall be completed in conformance with all current engineering and policy directives distributed by MassDOT.

4.5 DESIGN REVIEWS AND SUBMITTALS

4.5.1 MassDOT Conformance Reviews

MassDOT Conformance Reviews will consist mainly of checks to attempt to determine that Lease requirements and Design Criteria are being followed and that Quality Control activities are following the Concessionaire's verified Quality Management Plan. Conformance Reviews, at MassDOT's discretion, include, but are not limited to, Conformance Reviews of Design Documents, electronic files, calculations, reports, specifications, design data, and other relevant design information. It is MassDOT's intent to provide Notice of Conformance of the submittals which meet all Contract Standards as confirmed by the QC Administrator in order for construction to begin on any particular element.

4.5.2 Reviews by Environmental Regulatory Agencies

See Appendix J – Environmental Protocol for reviews by Governmental Authorities in respect of environmental matters. MassDOT shall have thirty (30) days to review and comment on all items required to be submitted to MassDOT for review and approval or verification as applicable under Article 11 of the Lease. Within five (5) business days subsequent to the Concessionaire's receipt of MassDOT's response, a technical meeting will be held between and among representatives of the Concessionaire and MassDOT to discuss MassDOT's comments and review.

4.5.3 Design Submittal Review Process

In conformance with Section 1.1.8 of this Appendix E, the Concessionaire shall make available all Project-wide submittals, including major milestone packages, to facilitate Conformance Review and Design Verification. The Concessionaire shall establish a Master Submittal List of Design, Construction and Permitting submittals for MassDOT Conformance Review. The Master Submittal List must include a

short explanation of each submission. The Concessionaire shall provide a schedule for the submittals that reflects the feasibility of MassDOT completing the Conformance Reviews within the allotted timeframes. The Master Submittal List must identify early action or enabling submissions, indicating what work the submission enables and demonstrating the necessity of the enabling work. MassDOT shall use the Master Submittal List to determine the required reviewers and establish a distribution matrix. The Concessionaire shall update and submit to MassDOT the Master Submittal List monthly.

All Design Submittals shall be in accordance with the MassDOT Project Development and Design Guide and shall be in English units. The design shall be completed in conformance with Contract Standards.

All submittals shall conform to the verified Quality Management Plan (QMP) submitted by the Concessionaire and include a statement of conformance from the QC Administrator. All submittals shall be electronic. All submittals are required to be part of the overall schedule for the Project and such schedule shall show the thirty (30) Day duration for initial Conformance Review, duration for response to comments and a resubmittal activity with a thirty (30) Day duration for resubmittal review. If submittals are received after 12 PM (noon), the review duration will start on the next business day. All submittals are subject to Conformance Review and Design Verification by MassDOT, its designated reviewer, Utility Owners, and others as provided herein. Re-submittal for Conformance Review and verification of any Design Document or Construction Document may be required as appropriate to obtain verifications. MassDOT maintains the right to refuse and reject any submittal that does not comply with MassDOT's requirements for submittals on the Project. MassDOT's refusal or rejection of submittals will not constitute grounds for delays in the schedule.

The Concessionaire may continue its design efforts, at its sole risk, during the Design Submittal or resubmittal review process, and shall only submit subsequent Design Submissions for MassDOT Conformance Review and Design Verification after Districts and applicable third-party reviewers verify all general site and building design elements. Such continuation in no way relieves the Concessionaire of the responsibility to incorporate MassDOT comments into the submittals, nor does it entitle the Concessionaire to any time extension resulting from changes to the Design Documents required by the Concessionaire's QC Team.

MassDOT will review and respond to complete design and permit application/amendment submittals within thirty (30) Days. However, the Concessionaire acknowledges that MassDOT has not guaranteed any specific review period for internal reviews or reviews by any Governmental Authorities or Utility Owners. The period for each such review shall be established by the reviewing entity, at its discretion, after a submittal has been made to such entity.

4.5.3.1 **Distribution of Submittals**

The Concessionaire shall be responsible for the timely distribution of submittals. Submittals shall be distributed to reviewers in accordance

with the Project's distribution matrix. The distribution matrix shall be based on the Master Submittal List and shall be updated as necessary for the duration of the Lease.

4.5.3.2 Design Exceptions

The Concessionaire shall be responsible for any Design Exception justification for the Final Design.

If additional Design Exceptions are required as a result of an ATC or other design changes incorporated by the Concessionaire, the Concessionaire shall document and submit all Design Exceptions in compliance with the process in the Massachusetts Highway Department Project Development and Design Guide. Any additional Design Exceptions must be verified by MassDOT prior to the 25%/75% Design Development submittals.

4.5.3.3 Access Permit Review

The Concessionaire must submit Access Permits by District for all scopes of work exploratory, construction or otherwise requiring access for all MassDOT property outside the Service Plazas. See https://www.mass.gov/state-highway-access-permits for access to the State Highway Access Permit System (SHAPs).

Access Permit Work Requests (AWR) shall be submitted by the Concessionaire for all Construction Work that may impact the traveling public at the discretion of the respective District Highway Director. Without limitation, such impacts include activities that require occupation of the State Highway Layout (SHLO), that impact ramps, that reduce access to a MassDOT facility, or that reduce travel lanes or shoulder widths on any mainline Highway. Construction Work hours for Construction Work that is the subject of an AWR are at the discretion of the District Highway Director.

4.5.3.4 Over the Shoulder Reviews

Over the Shoulder (OTS) reviews are examinations by MassDOT (as applicable) of Design Documents during the design process. The OTS reviews will be conducted in the field office of the Concessionaire with an option for participants to attend virtually and in the presence of the Concessionaire's design personnel with the intent to minimize disruption of ongoing design work. Formal assembly and submittal of drawings or other documents will not be required. The review may be of progress prints, computer images, draft documents, working calculations, draft specifications and reports, or other Design Documents and these review materials shall be submitted to MassDOT at least three (3) days in advance of the scheduled meeting. The Concessionaire shall provide an agenda and short narrative of the items to be discussed with the review material for the meeting.

The Concessionaire shall utilize the MassDOT's SharePoint® site in conformance with Section 1.1.9 of this Appendix E and make available all Design Documents necessary to facilitate OTS reviews. The Concessionaire shall prepare meeting minutes for all the OTS reviews. Meeting minutes shall be distributed within two (2) business days of the meeting and reviewed for completeness by all attendees. Meeting minutes shall be included as part of the Design Submittal package.

4.5.3.5 Design Development (25%/75% Design) Submittals

The Concessionaire may continue its design efforts beyond the 25%/75% Design Development submission prior to receiving Notice of Conformance from MassDOT at the Concessionaire's sole risk, and shall only submit subsequent Design Submissions for MassDOT Conformance Review and Design Verification after MassDOT and applicable third-party reviewers verify the 25%/75% Design Development submission (as applicable). Such continuation does not relieve the Concessionaire of the responsibility to incorporate MassDOT comments into the Design Documents, nor does it entitle the Concessionaire to any time extension resulting from changes to the Design Documents required by the Concessionaire's QC Team.

The 25%/75% Design Development submittal shall include the following drawings:

Civil and Site Work	Cover Sheet Index Sheet Key Plan Borings Logs Critical Sections Construction Plans Grading and Tie Plans Drainage Details Sign Plans and Details Traffic Circulation Plans and Signage / Pavement Markings Traffic Management Plans Utility Plans and Details Landscaping Plans and Details Special Details Construction Details Pedestrian Amenities (Wheelchair Ramp) Details
Structural	Location of Control Joints Beam, Column & Slab Schedules (Preliminary) Mechanical and Electrical Concrete Pads Foundation Details Structural Details Structural Notes

Architectural	Architectural Floor Plans Roof Plan Reflected Ceiling Plans Building Elevations Typical and Atypical Building Sections Typical Wall Sections and Details Enlarged Plans, Sections, and Elevations Interior Elevations, Sections, and Details Exterior Wall Sections Interior Wall Sections Stair Plans and Sections Select Construction Details Window and Louver Schedules Door Schedules Finish Schedules Signage Key Plan Elevations and Schedule
HVAC	Floor Plans w/ All Airside and Waterside Components One-Line Flow Diagrams Enlarged Plans of Mechanical Rooms Schedules for All Equipment

Plumbing	Floor Plans w/ All Piping and Equipment Cold and Hot Water Riser Diagram Waste and Vent Riser Diagrams Schedules for All Equipment
Fire Protection	Fire Protection Plans Fire Protection Service Entrance Details Typical Details
Lighting	Lighting Plans of All Areas Control Diagrams Photometric Plan
Electrical	Load Summary Power Distribution Plans Details of Power Service to Building Panel Schedules Impacts on Existing Equipment if Involved Power Riser Diagram Emergency Power Riser Diagram Panel Loading in Schedules IT Systems, Lighting Protection, Solar, BDA
Fire Alarm	Fire Alarm Plans Riser Diagram Connection Details Device Schedule
Security Systems	Security Plans Security System Riser Diagrams

	Card Access Equipment Closet Layout Security Equipment Enlarged Plans

The 25%/75% Design Development submittal shall also include:

- Environmental Permitting Matrix
- Environmental Review Checklist
- Code Analysis (building, hazard, roadway designation, etc.)
- Stormwater basis of design
- Stormwater Report.
- Project implementation schedule showing all principal elements of design, permitting, verifications, and construction activities.
- Preliminary Right-of-Way plans (as applicable).
- Geotechnical boring data and reports adequate to identify proposed foundations, including discussion of major elements to be considered in design. Provide a geotechnical data report (GDR) and a geotechnical interpretive report (GIR).
- Preliminary design reports for all systems impacting MassDOT, and other agency infrastructure impacted by the design, construction or operations, including: structures (sign/structure impacts, retaining walls, foundations, etc.) lighting, drainage, ventilation, emergency systems, Utilities, and construction operations. Discuss the design approach for proposed Service Plazas and relationships to existing Service Plazas. Discuss allowances and considerations for future Service Plazas that will be required to support the development or future adjacent projects by MassDOT or others.
- Preliminary operations report detailing the construction means and methods as it relates to existing MassDOT facilities and operations, including impacts to adjacent Utilities or structures. Additional information requested by MassDOT as necessary to support its Conformance Review.
- Lighting and electrical design calculations
- Draft Special Provisions and General Conditions.
- Operations report detailing the construction means and methods as they relate to existing MassDOT facilities and operations, including impacts to adjacent Utilities or structures.
- Construction Management Plans identifying all major construction activities, anticipated access points, advanced signage. See sample plan provided in the RIDs. The advanced signage shall clearly indicate and change to available Service Plaza services due to the Redevelopment Work and Permitted Capital Improvement Work.

- Construction instrumentation and monitoring plans that identify, at a minimum, data and measurements that will be collected, frequency of readings and reporting, content of monitoring report, magnitude of measurements that trigger further actions.
- Additional information that may be requested by MassDOT as necessary to support its Conformance Review.

4.5.3.6 **Final Design (100% Design) Submittals**

The 100% Final Design Submittal shall consist of detailed, complete, and checked drawings, reports, and specifications necessary for construction of the applicable portion of the Project and shall be submitted to MassDOT at least eight (8) weeks prior to starting any physical Construction Work. All comments by MassDOT on previous submittals shall be incorporated. All documentation, including MassDOT written Notice of Conformance, relating to Design Exceptions from Design Criteria shall be provided with the 100% Final Design Submittal. The Concessionaire shall determine an appropriate method (i.e. memorandum) to call reviewers' attention to any changes that have been made since the Design Verification of the 25%/75% Design Development submissions; specifically, those changes that were not a result of a comment.

Resubmittal of 100% Final Design Submittals may be required if deemed necessary by MassDOT or any Governmental Authority with jurisdiction over the Project. Each resubmittal shall address all comments received from a prior submittal. The Concessionaire shall not be entitled to any time extension due to any resubmittal requirement by MassDOT or other Governmental Authorities. Resubmittals shall include a summary narrative of design changes from the original submittal, including those that were not the result of a project comment.

Design Verification of the 100% Final Design Submittals shall be obtained from MassDOT prior to proceeding to Issued for Construction Design Documents.

The 100% Final Design Submittal shall include the following drawings:

Civil and Site Work	Finalized drawings from 25% / 75% Submission
Structural	Finalized drawings from 25% / 75% Submission
Architectural	Finalized drawings from 25% / 75% Submission Complete Package of Construction Details Furniture, Fixtures, and Equipment Schedules Window, Louver, and Door Details
HVAC	Finalized drawings from 25% / 75% Submission Equipment Installation Details and Connections Instrumentation and Control Drawings Cross-Sections Through Mechanical Rooms
Plumbing	Finalized drawings from 25% / 75% Submission

	Detailed Sequence of Operations Coordination Details With All Disciplines
Fire Protection	Finalized drawings from 25% / 75% Submission Coordination Details With All Disciplines
Lighting	Finalized drawings from 25% / 75% Submission Installation Details, Including Structural Coordination Lighting Schedule
Electrical	Finalized drawings from 25% / 75% Submission Connections to Other Building Systems (FA, HVAC) Details of Special Terminal Devices Details for MCC, Distribution, Transformer, Disconnects Penetration Details Panel Matrix With Details Complete Circuiting Details – All Devices
Fire Alarm	Finalized drawings from 25% / 75% Submission Full Equipment Schedule and Labeling Matrix
Security Systems	Finalized drawings from 25% / 75% Submission Concealed and Exposed Raceways Installation Details Full Equipment Schedule and Labeling Matrix Equipment Rack Layouts

The 100% Final Design Submittal shall also include:

- Responses to comments on the Design Development submittal, including additional information that was requested and relevant updates to documents.
- Updated Project schedule.
- Written statements from all Governmental Authorities and other Persons owning or operating facilities impacted by the Project, stating their verification of the Project as it relates to their facilities.
- Written agreement by the Concessionaire accepting restrictions and requirements requested by MassDOT related to construction and operation of the Service Plazas.
- Finalized Right-of-Way plans (as applicable).
- Structural final calculations.
- Plumbing and fire protection design calculations.
- Substantially complete Special Provisions, and General Conditions.
- Completed design computations for all Project elements located within or adjacent to the Service Plazas or MassDOT Right-of-Way.
- Finalized construction instrumentation and monitoring plans.
- Additional information requested by MassDOT as necessary to support its Conformance Review.

4.5.3.7 Issued for Construction Design Documents/Verification

Within thirty (30) days of MassDOT's written Notice of Conformance of the 100% Final Design of all items and segments of the Service Plazas, the Concessionaire shall provide the Design Documents organized and indexed in accordance with MassDOT's project development uniform file system. All plans, specifications, and reports shall be signed and sealed by the Design Professional responsible for such documents. A written statement from the QC Administrator shall accompany the Final Design Submittal indicating that the Issued for Construction Design Documents submittal is in conformance with Contract Standards.

The Concessionaire acknowledges and agrees that Design Verification of the 100% Final Design Submissions shall be obtained from MassDOT and other Governmental Authorities prior to submission of Issued for Construction Design Documents to MassDOT.

After the Issued for Construction Design Documents submittal is verified, the Concessionaire shall post the Design Document submittal to the SharePoint IFC library.

4.5.3.8 Design Change Notices

Design Change Notices (DCNs) are changes to Issued for Construction Design Documents or Special Provisions prior to the commencement of the related construction or material fabrication. These are changes that are not necessitated by non-conformance corrective action, nor necessitated by a changed field condition, which shall be submitted as Field Design Changes. DCNs include changes implemented by the Design Team based on coordination with the Concessionaire, Concessionaire's Fabricator, Project Contractors, or MassDOT District or Construction Division personnel. Justification for the design change shall be provided to MassDOT for Conformance Review and Design Verification. DCNs shall be submitted for MassDOT Conformance Review and Design Verification including any necessary calculations. Upon Design Verification by MassDOT, all revised Project documents that were affected are to be redistributed by the Concessionaire within 72 hours.

4.5.3.9 Field Design Changes

Field Design Change Notices, FDCs, are a Design Professional's design changes to Issued for Construction Design Documents or Special Provisions necessitated by a non-conformance corrective action or a changed field condition that were not the intent of the design at the time of Issued for Construction Design Documents and at the time of MassDOT previous Design Verification. Field Design Change Notices shall be submitted for MassDOT Conformance Review and Design Verification including any necessary calculations.

4.6 EARLY START OF CONSTRUCTION PROCESS

The Concessionaire's schedule and work plan shall identify the items, segments, or stages, that the Concessionaire plans to release for early construction (i.e., construction that is to start prior to completion of Issued for Construction Design Documents). The Concessionaire shall maintain a log for all Early Release for Construction/Fabrication (ERC/ERF) Packages.

The Concessionaire shall coordinate with MassDOT to conduct a meeting to go over the proposed Early Release design and all other associated components (e.g. MassDOT highway access permits, verified shop drawings, procedures, reports, etc.) that will be necessary to allow the fabrication or construction for said item or segment to begin. Following this meeting the Concessionaire shall prepare a Design Submittal of ERC/ERF using the same QC process established in the verified QMP to MassDOT that shall include:

- All design plans;
- Design calculations;
- Design reports;
- Specifications and Special Provisions;
- List of items (standard and non-standard) including an asterisk adjacent to each and every item requiring a Special Provision per MassDOT guidance;

The Concessionaire shall address and/or incorporate any comments from MassDOT and the Massachusetts Office of Public Safety and Inspections in its design prior to MassDOT's Design Verification of the formal design. The Concessionaire shall then resubmit the revised Design Documents to MassDOT.

There are two categories of Early Release Packages for submission after MassDOT Design Verification of the Design Submittal:

- Early Release for Fabrication (ERF)
- Early Release for Construction (ERC)

When the Concessionaire has obtained Design Verification of the design and other associated components for a component of the Service Plaza building or site and wishes to proceed with the Early Start of Construction/fabrication thereof, the Concessionaire will submit an Early Release Package, as described in Sections 4.6.1 and 4.6.2 of this Appendix E. Within this Package, the QC Administrator shall certify that:

- The Design meets all applicable requirements;
- The Design has been checked in accordance with the Concessionaire's verified QMP;
- Said item or segment is ready for construction; and
- The Concessionaire has obtained all required Governmental Approvals and Utilities approvals and permits.

- The ERC/ERF package includes all items referenced in Sections 4.6.1 or 4.6.2 of this Appendix E as applicable.

The Concessionaire shall not commence fabrication or construction until the MassDOT Conformance Review is complete and MassDOT concurs in writing with the QC Administrator's statement approving construction. MassDOT's concurrence with the QC Administrator's approval statement will not constitute verification of the design or subsequent construction, nor relieve the Concessionaire of its responsibility to comply with all Contract Standards. Irrespective of whether MassDOT provides the Concessionaire with the authority to begin construction on elements of the Service Plazas prior to completion of the entire design, the Concessionaire shall bear the responsibility to assure that construction meets the Contract Standards. Any approved components procured under the Early Start of Construction process shall have their actual dimensions and unique fabrication information incorporated into all subsequent design and construction submittals.

4.6.1 Early Release for Fabrication Packages

The Concessionaire' Early Release for Fabrication package shall include (as applicable):

- Design Documents
- Shop drawings with ERC Stamp
- Fabrication Schedule
- Fabricator's Quality System Manual (QSM)
- QC plan(s) and Checklist for the work item(s)

The following elements of work may be proposed for Early Release for Fabrication:

- Structural steel package
- Major HVAC equipment
- Electrical switchgear/transformers
- Precast drainage structures
- Temporary/pre-fab building structures

MassDOT may consider other elements of work for Early Release for Fabrication. However, the Concessionaire is required to submit a request during the Design Development phase and to obtain MassDOT approval. MassDOT makes no guarantee that any other items besides those listed will be approved for Early Release for Fabrication.

4.6.2 Early Release for Construction Packages

The Concessionaire's Early Release for Construction package shall include (as applicable):

- Design Documents

- Special Provisions
- Documentation that the Concessionaire has obtained all required Governmental, Environmental Regulatory Agencies, and Utility Owner Approvals
- QC plan(s) and Checklist for the work items
- Shop drawings with ERC stamp (for field constructed items)
- Construction procedure
- Demolition procedure
- Construction and Traffic Management plans
- List of items (standard and non-standard)

The following elements of work may be proposed for Early Release for Construction:

- Site clearing
- Building demolition
- Earthwork and grading
- Excavation
- Utility relocations
- Storm drainage
- Underground water and sewer lines
- Underground fuel systems
- Retaining walls
- Foundations for canopies, fuel systems, or signs
- Building foundations

MassDOT may consider other elements of work for Early Release for Construction. However, the Concessionaire is required to submit a request during the Design Development phase and to obtain MassDOT approval. MassDOT makes no guarantee that any other items besides those listed will be approved for Early Release for Construction.

4.6.3 Design Conformance Review of Early Release Packages

All ERC/ERF packages will follow the MassDOT Conformance Review process identified in Sections 4.5.1 through 4.5.3. All ERC/ERF shall have applicable environmental, and local permits before MassDOT will formally concur in writing approving construction.

4.7 CONSTRUCTION SEQUENCING

The BTC plans contain conceptual construction sequencing for informational purposes and show each stage's intent for temporary traffic movements. The Concessionaire shall develop and submit its own proposed phasing and associated TTCPs. This is not intended to be an exhaustive list, but to provide major traffic changes, and Construction Work activities as described in the BTC plans' staging. Within each stage, it is anticipated that smaller traffic shifts and Construction Work setups will occur to accommodate individual Project element construction. The Concessionaire shall prepare plans for all temporary traffic patterns and Construction Work setups that occur within each larger stage. It is expected that some design elements shown in any one individual stage can be completed before the schedule critical elements. The Concessionaire shall open proposed Service Plazas as they are completed and as traffic patterns allow.

4.8 SITE DESIGN

The Concessionaire shall provide comprehensive site civil design services including evaluation of existing site conditions, preparation of grading, drainage, Utility, and stormwater management plans, development of site layout, circulation roadways, parking lots and access configurations, coordination with permitting requirements, and integration of all design elements for the Redevelopment Work and Permitted Capital Improvement Work.

4.8.1 Survey

The Concessionaire shall obtain additional surveys as required or appropriate for use in the preparation of the Construction Documents for any proposed Construction Work, stormwater locations, proposed changeable message sign installations, and any other Construction Work within or outside the Limits of Work shown on the BTC plans. The survey base plan shall be in conformance with all MassDOT survey requirements and shall be stamped and sealed by a Design Professional. All available survey files used to generate the BTC plans are provided in RIDs. The Concessionaire shall verify the accuracy of survey information provided. MassDOT survey requirements can be found at the following website: https://www.mass.gov/highway-surveys.

MassDOT retained various survey consultants to perform on-the-ground instrument surveys in 2024 and these files are included in the RIDs. The BTC site plans were based on these surveys and may not reflect current conditions. The Concessionaire shall verify that it has accurate survey information for use in preparation of the Final Design documents. The Concessionaire shall not be entitled to any time extension, compensation, or other relief based on inaccurate survey information.

4.8.1.1 **Project Survey Control**

All survey control for projects done by or for MassDOT shall be tied into the current State Plane coordinate system and NAVD 1988 vertical datum. Those datums are currently North American Datum of 1983 (2011) Epoch 2010.00 for horizontal control and NAVD 1988 for vertical control.

The survey control points are shown on the Survey Control plans contained in the BTC and are provided in the RIDs. All control points shall be maintained and protected throughout the Project. All on the ground and GPS surveys must be localized to the established horizontal and vertical control as provided.

Survey data, from Design Development through as-built data after construction, shall be prepared on the datums listed above. The Concessionaire must ensure during the entire Project that no translation or rotation of the CAD data occurs.

Prior to the Concessionaire establishing any construction baselines or extending the project survey control, the Concessionaire must contact the Survey Section at MassDOT for advice on nearby control and procedures to achieve the required accuracy for the Project. When the control observations have been completed and adjusted, a copy of the adjustment results along with tie sketches of the points established and a brief description of the equipment and procedure used shall be submitted to the Survey Engineer at MassDOT headquarters.

Satellite based project network observations shall be tied to the nearest Federal Base Network (FBN) station or the nearest Cooperative Base Network (CBN) station as found on the National Geodetic Survey (NGS) website (http://www.ngs.noaa.gov/PROJECTS/FBN/), and adjustments shall achieve an accuracy of 0.015m horizontally, and 0.025m vertically (2 sigma or 95 percent confidence). Differential leveling observations shall be tied to the nearest second-order or better vertical control station retrieved from the National Geodetic Survey Datasheet website (https://www.ngs.noaa.gov/datasheets/) or from the MassDOT Geodetic Control website (http://gis.MassDOT.state.ma.us/maptemplate/geodeticcontrol) and double-run leveling shall achieve a closure of less than 6 mm x $(km)^{1/2}$ (km of loop).

4.8.2 Subsurface Explorations

Subsurface explorations shall be performed in accordance with the latest edition of applicable codes, standards, guidelines, manuals, and specifications (refer to Section 1.2.2 of this Appendix E) to adequately classify subsurface soil and groundwater conditions and determine parameters relevant for design of the Service Plazas. The Concessionaire shall prepare a subsurface exploration plan and shall submit it to MassDOT for Conformance Review and Design Verification prior to start of subsurface exploration. Refer to Access Permit Requirements under 4.5.3.3 of this Appendix E. Any and all subsurface exploration and sampling must be performed in accordance with Appendix J. Concessionaire acknowledges the presence of residual contamination at the Service Plazas, and requirements for submittals to MassDOT for Conformance Review and Design Verification prior to

sampling and exploration (for example, Excavated Materials Management Plan – EMMP).

4.8.3 Site Design Standards

In addition to all other requirements applicable to the Design hereunder, the Concessionaire shall prepare the final horizontal and vertical design of all site improvements including the site access, parking and other elements of the Project in accordance with the standards referenced herein. The site design shall be in accordance with the site and roadway improvement concepts presented in the BTC plans.

Details for the site design shall be adjusted to meet the design standards and criteria specified and in accordance with the reference documents and standards in Section 1.2 of this Appendix E, and additional impacts shall be addressed to satisfy MassDOT and other Governmental Authorities.

The Concessionaire acknowledges and agrees that a Final Design not meeting the BTC requires design justification and must be approved by MassDOT. The Concessionaire shall be responsible for preparing design plans and documents stamped by a Design Professional.

4.8.4 Pavement Design

The Concessionaire shall construct all paved areas in conformance with MassDOT Subsection 400 Sub-Base, Base Courses, Shoulders, Pavements and Berms of the MassDOT Standard Specifications for Highways and Bridges, 2026 Edition. New full depth pavement for Service Plazas shall be designed for a minimum design life of 20 years. Pavement design shall meet the demand of both existing and proposed uses, accounting for future traffic loading, truck percentage of ADT, equivalent single axel loading (ESAL) factors, and growth projections. Pavement design shall comply with Chapter 9 of the MassDOT Project Development and Design Guide (PDDG). The Concessionaire shall submit completed pavement design calculations outlined in Chapter 9 of the PDDG, which may require the Concessionaire to perform soil sampling. Each unique paved element shall have its own design calculation (plaza roadway, parking lots, truck parking area, etc.).

The design shall ensure long-term structural performance capable of supporting sustained, heavy static loads from large vehicles. The Concessionaire shall consider cement concrete pavements for Service Plaza areas which will receive high volumes of truck traffic. These areas could include a pavement cross-section of Superpave surface course HMA on top of cement concrete base. The Concessionaire shall consider recycling the existing materials onsite as part of any pavement design. Recycling methods may include Hot-in-Place, Cold-in-Place, or using milled HMA mulch for shoulder materials or aggregate base materials. All pavement cross-sections shall be submitted to the Chief Engineer for review with the pavement design calculations from Chapter 9 of the PDDG.

All embankment, sub-base and sub-grade, shall be constructed in accordance with MassDOT Standard Specifications for Highways and Bridges, 2026 Edition, and all Supplemental Specifications. Pavement grades for each pavement type shall be in accordance with MassDOT Standard Specifications for Highways and Bridges, 2026 Edition. The Concessionaire shall prepare a pavement condition assessment for any existing paved areas which are not scheduled for full-depth replacement. A pavement condition assessment shall include record research to approximate the existing cross-section, as well as coring and material sampling in targeted areas. The Concessionaire may request to use three-dimensional ground penetrating radar (3D GPR) in place of initial exploratory pavement coring, to identify targeted coring locations. The Concessionaire shall include pavement condition assessments along with pavement design calculations from Chapter 9 of the PDDG to justify all proposed pavement cross-sections.

The Concessionaire shall be responsible for developing the pavement design as part of the Final Design documents. Pavement design shall be submitted for approval and shall address all paved surfaces including parking lot areas, concrete truck pads, temporary roadways, paved shoulders, and all circulation and ramp roadways. Pavement designs shall include the existing conditions, pavement removal requirements, all temporary conditions, and final conditions in three-dimensions. This may be achieved with some combination of typical details, cross-sections, typical sections, demolition plans, and phased construction plans to be approved by the Chief Engineer.

Notes:

1) All embankment sub-base and sub-grade materials shall be in accordance with the Standard Specifications for Highways and Bridges Division III: Materials Specifications. Materials for gravel borrow, special borrow and/or reclaimed pavement borrow to be graded and compacted 95% dry density in lifts as required. Unsuitable materials shall be removed and replaced. Existing subbase not conforming to the material specification M1.03.0 Gravel Borrow, Type B shall be removed to the required depth and replaced with Gravel Borrow, Type B.

2) Prior to Substantial Completion the Concessionaire shall perform 415.2 Pavement Fine Milling to a minimum depth of 2" and resurface the HMA pavement surface course from beginning to end of Traffic Management Plan to restore pavement, lane lines and markings as directed by MassDOT. The surface course shall be 450.231 SUPERPAVE Surface Course – 12.5 Polymer (SSC-12.5-P) unless directed otherwise by the Design Professional. Should the Concessionaire extend the Limits of Work they are responsible for milling and final paving of the full Limits of Work.

3) All grooved, milled, and/or scarified pavements must be paved (temporarily or otherwise) in advance of the winter pavement moratorium so as to ensure effective snow and ice removal operations, unless otherwise directed by the Chief Engineer.

4) If the Concessionaire proposes vehicular traffic to travel on an alternative pavement course for an extended duration, the HMA pavement shall be polymer modified.

5) Leveling Courses shall not be included unless directed by the Chief Engineer. All required elevation or grade changes shall be met by milling wherever possible. If leveling courses are included, they shall be keyed into the underlying pavement layer.

4.8.4.1 Maintenance of Existing Pavement

Upon the Commencement Date, the Concessionaire shall be responsible for the maintenance and repair of the existing Project pavement for the duration of the Project. The Concessionaire must anticipate repairs and maintain forces, materials and equipment for such events. The Concessionaire shall independently monitor the pavement for defects and make repairs as necessary. The Concessionaire must respond to MassDOT requests for pavement repairs within two hours of notification.

4.8.5 Roadway Clear Zone

The Project shall include clear zones that are clear of obstructions. The clear zones shall be in conformance with the Massachusetts Highway Department Project Development and Design Guide, AASHTO's Roadside Design Guide (latest edition), and AASHTO's A Policy on Geometric Design of Highways and Streets (2018). The Concessionaire shall design and construct MassDOT standard roadside barriers that meet the requirements of 2016 AASHTO Manual for Assessing Safety Hardware (MASH) where clear zone criteria cannot be met.

4.8.6 Landscape Protection & Restoration

All landscape work shall conform to the MassDOT Standard Specifications for Highways and Bridges, 2026 Edition provisions pertaining to tree protection, planting, seeding, loam, compost, mulching, and other landscape work.

Landscape work shall also be in accordance with the applicable Special Provisions on the MassDOT website: https://www.mass.gov/info-details/landscape-and-wetland-design-special-provisions as modified by the following:

The Concessionaire's landscape Design Team shall include a Design Professional to provide design services for final landscape plans for the Project. The Design Professional responsible for the landscape design shall have at least ten years of experience including stormwater management best management practices (BMPs), design and implantation experience within a coastal environment, and public transportation projects.

The landscape Design Team shall develop the Final Design from the BTC and all applicable Governmental Approvals.

The landscape design shall be developed concurrently with the overall design of the Project, including roadway improvements, structures, and environmental impact mitigation, and shall be coordinated with all other work including the horizontal and vertical geometry, existing land use, existing Right-of-Way, existing easements and rights, grading, drainage, stormwater management, and layout of structures such as walls and barriers**.**

Landscape restoration shall include an invasive plant management plan, and may require invasive plant control, which may require herbicide treatment and appropriate permitting. The invasive plant management plan requires on-site evaluation prior to construction activities, and reporting of all sourcing and stockpiling of plant, seed, soil, and compost materials.

Landscape restoration shall be designed to support native pollinators where feasible. The FHWA Roadside Best Management Practices that Benefit Pollinators design section shall be used as a guide for strategies to promote native pollinator habitat.

The Concessionaire shall protect and restore any existing landscape features that are impacted as a result of construction activity.

The Concessionaire shall provide, install, and maintain all street furniture to a high-quality, durable, and aesthetically consistent standard that supports safe, comfortable, and accessible public use.

4.8.7 Drawings and Specifications

The Issued for Construction Design Documents shall include the plans and Special Provisions as required by the current Massachusetts Highway Department Project Development and Design Guide and all engineering directives and revised chapters.

MassDOT submission requirements as defined in MassDOT codes and standards and in current MassDOT Engineering Directives shall also be met.

Plan sets and sheet types for partial Construction Work elements, or Early Start of Construction, prior to a completed Issued for Construction Design shall comply with the Concessionaire's QMP and their QC process and MassDOT oversight and as per RFP Section 2.6.

The Concessionaire shall provide the following Site Civil plans for design Conformance Review:

- Cover Sheet and Site Locus
- Demolition Plan

Show all existing site improvements to be removed including buildings, pavement and Utilities. Include tree protection measures for trees and plants to be retained.

- Erosion and Sediment Control Plan

All erosion control methods and location of erosion controls.

- Phased Construction plans

Stockpile, construction trailer, construction parking locations

Temporary signage and Traffic Controls Circulation plan for EV charging and refueling stations if to remain open during construction.

- Layout and Materials Plan

Location of building and offsets to property lines.

Snow storage areas.

Location and materials of proposed parking, ADA parking, tractor trailer truck parking, accessible sidewalks, curbing materials, aisle widths, curve radii, loading areas, dumpster areas.

Building egress locations.

Parking space typical sizing for various vehicles.

Loading areas striping and location.

Regulatory signage and directional signage include parking, standing, and stopping signs.

Proposed immediate and future EV spaces.

Solar equipment such as canopies.

All proposed striping and pavement markings.

- Grading and Drainage Plan (to include all ADA routes and parking locations with detailed spot grading), Best Management Practices (BMP's) including catch basins, pipes, drainage manholes, swales and or other stormwater devices, rims, inverts, pipe material, size and slope.
- Utility Plan (show all proposed Utilities or Utilities to be replaced, including: Water, Natural Gas, Electric, Fuel storage, sewer including grease traps).
- Landscape Plan shows all landscape materials, size and number of each type of planting.
- Lighting Plan showing all exterior lighting fixtures placement, height and photometric foot candles.
- Vehicle and Truck Turning plans

Showing movements for vehicles through proposed drive-through movements.

Showing movement for all proposed truck parking for applicable design vehicle (e.g. WB-67)

- Detail sheets

4.9 TRAFFIC ENGINEERING

MassDOT will perform Conformance Reviews for any Project design changes from the BTC to ensure consistency with MassDOT policies. Any design changes to the roadway configuration shall meet or exceed the approved BTC design. MassDOT may at its discretion require a Function Design Report (FDR) for changes to the roadway configuration that impacts external Service Plaza circulation or areas within the State Highway Layout (SHLO).

The Concessionaire shall utilize the traffic data contained within the RIDs to perform the traffic operational analysis using appropriate software approved by MassDOT to re-evaluate the operational requirements of the design as necessary.

Significant design changes within an ATC to reorganize the site design will require a justification of the BTC deviation. These design changes include, but are not limited to, the following:

- Changes to building, and fuel service locations
- Site circulation
- Modification to number of parking spaces for passenger vehicles, bus/RV and trucks.

To determine if the design changes are not less than the approved design per the MassDOT Policies, the Concessionaire shall be required to submit a Design Justification Workbook (DJW) for Conformance Review and Design Verification by MassDOT.

Any modification of the BTC roadway or ramp configurations (permanent or temporary) shall meet or exceed the traffic operations described in the BTC plans. The Concessionaire shall obtain Design Verification from MassDOT for any lane configurations or ramp locations (permanent or temporary) that vary from the BTC with the submission of a revised FDR.

4.9.1 Temporary Traffic Control Plan (TTCP)

The Concessionaire shall maintain access to all Service Plazas at all times per the BTC plans. Roadway capacity on mainline Highways may not be reduced.

Traffic control devices for construction operations shall be done in accordance with the relevant provisions of Subsection 850 of the Standard Specifications and the following:

- Safety devices and signs placement shall conform to the applicable sketches shown in the standard Work Zone Safety Temporary Traffic Control (Document A00815).
- The Concessionaire will be responsible for all traffic control set-ups along the mainline Highway and ramps to support the Construction Work including surface street detours required for Service Plaza closures and including any/all

Town and City coordination. All traffic control shall be in accordance with the Lease.

- MassDOT Districts may, at their discretion and option, opt to provide traffic control set-ups along the mainline Highway. Under all circumstances the Concessionaire is responsible for providing the necessary Truck Mounted Attenuators (TMA) and rumble strips.
- All lane closures involving the Construction Work areas within Highway ramp and mainline Highway shall be subject to MassDOT's written Notice of Conformance. All lane closures shall be submitted to the applicable Highway District by the Wednesday prior to the week of proposed closures are required for an AWR under section 4.5.3.3 regardless of Permit or Lease Area work. The District will provide notice of acceptance or denial on Friday of the week prior. A lane closure will be permitted if, in MassDOT's discretion, the conditions of the road, weather and traffic are favorable. Any lane closing shall be subject to alteration or cancellation by MassDOT without warning if the conditions of the road, weather or traffic should make such alteration or cancellation advisable. No claims shall be allowed for losses of time, money or materials because of such alterations or cancellations.
- Temporary lane closures are not guaranteed and may be denied multiple times per week depending on MassDOT's operational needs. The Concessionaire shall not have a claim for a time extension, costs, expenses or damages due to traffic setup denials or cancellations.

  The Concessionaire shall work other/weekend nights as they become available and as needed. Availability of other/weekend nights will be determined by the Friday of the prior week through an Access Work Request as defined in 4.5.3.3 and shall be at the discretion of the applicable MassDOT District.

  Due to MassDOT's operational needs, the Concessionaire shall include flexibility in their work plan to work either side of the roadway/ramp (high-speed lane or low-speed lane) as needed. Lane availability and work zones will be determined on the Friday of the prior week by the Access Work Requests as established under Section 4.5.3.3 of this Appendix E and shall be at the discretion of the District Highway Director.

  The Concessionaire shall schedule all weekly traffic controls as required by MassDOT.

  The Concessionaire shall coordinate with the MassDOT Truck Permits section to determine if there will be any restrictions on wider loads that would otherwise be able to use the Service Plazas to ensure restrictions are shared with permitted commercial vehicles.

  Temporary signs shall be covered or removed when not in use. No signs shall be visible to traffic that may conflict with actual Right-of-Way or active traffic operation conditions.

The Concessionaire shall coordinate with adjacent ongoing other projects and MassDOT maintenance requirements.

The Concessionaire shall perform all necessary and appropriate snow and ice removal from Service Plazas and areas that are closed as part of Long-Term Lane Closures as defined by MUTCD Section 6N (exceeding three days) and shall do so in a timely manner. The Concessionaire shall perform resetting of barriers/safety cones damaged or dislodged during snow and ice removal.

The Concessionaire shall submit a Temporary Traffic Control Plan (TTCP) consistent with its Final Design for MassDOT Design Verification. Preliminary traffic management and construction staging plans are provided in the BTC plans. The BTC plans depict the intended staging and lane requirements during construction and are conceptual in nature. The Concessionaire shall provide traffic control plans consistent with the Redevelopment Work and Permitted Capital Improvement Work and advance the traffic control plans to Final Design. Alternative approaches proposed for the construction of the bridges may result in a modified approach to TTCPs (from the BTC) during the different construction phases. The Concessionaire shall respond to District and MassDOT Headquarters Traffic review comments in developing the final Traffic Management plans. These requirements include, at a minimum, the following:

- Minimum lane widths of 11 feet and shoulder widths of 1 foot are required on all roadways for one lane travel between barriers and a minimum travel lane width of 11 feet and shoulder width of 2 feet is required for two lanes between barriers.
- Consistent with the outreach requirements of Section 1.3.1 of this Appendix E and the contingency planning requirements of Section 8.18 of this Appendix E; the Concessionaire shall provide temporary traffic staging plans to police, fire, and other emergency and highway assistance services in advance of every traffic detour and every change in temporary traffic control setup.
- The Concessionaire shall provide a designated person experienced and trained in temporary traffic control who will be the responsible person in charge of the Project work site relative to all temporary traffic control design and/or setup and maintaining installed traffic set up according to Temporary Traffic Control plans.

<u>TEMPORARY ALIGNMENT CRITERIA</u>

Design Speed:	45 mph min (horizontal and vertical alignment)
Configuration:	Varies (current number of travel lanes in each direction)

Travel Lane Width:	11' minimum
Inside Shoulder:	1' minimum
Outside Shoulder Width:	1' minimum

Temporary roadways, alignments, lane shifts and tapers on all Highways shall meet or exceed the following in accordance with the BTC plans:

Short term lane shifts and tapes for lane closures shall meet or exceed 55-mph design speed.

Temporary Ramps shall be designed to meet the minimum Design Criteria for a 25-mph design speed and a minimum 18-foot total width.

LOCAL ROADS

The Concessionaire shall maintain continuous access to side streets and to all abutters' private accesses or shall implement a detour verified by MassDOT. The Concessionaire shall also gain all necessary Governmental Approvals prior to implementing such detours. The detour shall be notified to all abutters within 200 feet of the Service Plazas 14 calendar days prior to implementation.

ADDITIONAL REQUIREMENTS:

The Concessionaire shall coordinate with MassDOT operations and remove traffic management devices as directed to allow for storm clean-up activities should the need arise.

The Concessionaire shall take into consideration the effects of snow removal operations on temporary fences and traffic management devices remaining in place during storm cleanup activities.

The Concessionaire is responsible for the design, procurement, maintenance and removal of all temporary guide signs required to implement all temporary ramp relocations and arrangements. This includes the need to provide temporary signs to replace existing signs which are in conflict with temporary roadways used for traffic management during construction staging. Sign designs and locations shall conform to MUTCD standards and be submitted for Design Verification prior to placement and relocation of existing or temporary ramps.

The Concessionaire shall reference AASHTO Table 3-7 for limiting factors of superelevation for use in developing TTCP alignments/superelevation.

4.9.2 Roadside Elements

All temporary and permanent roadside and median design elements within the Service Plazas and at any advance signing, including highway guardrail, temporary and permanent construction barriers, sign supports, drainage outlets, etc. shall be designed in accordance with the most current AASHTO Roadside Design Guide, AASHTO Manual for Assessing Safety Hardware (MASH),

MassDOT Standards and all amendments. Sign supports and luminaires shall be designed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, latest Edition.

Overhead sign support Design Criteria shall include:

- 130 MPH Wind Speed
- 50 Year Design Life
- Fatigue Category 1

The Concessionaire is responsible for conducting geotechnical investigations and designing all support foundations. Ground mounted signs shall be designed in accordance with MassDOT design standards and construction standard details. Reflective sheeting for and ground mounted signs shall comply with Materials Section M9.30.0 of the Standard Specifications.

Proposed signing plans shall include the layouts showing the locations of existing and proposed ground mounted signs, warning and regulatory signs, special sign details, legend, and foundation requirements.

The Concessionaire will be responsible for the maintenance and/or removal of any roadside elements found to be impeding the safe operation of traffic at the discretion of MassDOT. New signage shall be provided as required for the proposed design. If the Concessionaire determines that an existing sign is not consistent with the proposed design, it shall be the responsibility of the Concessionaire to replace as required. The Concessionaire shall replace the existing highway guardrail with new guardrail conforming to the latest AASHTO MASH requirements within the Project.

The Concessionaire will inspect ancillary structures (sign structures, guard rail, walls, drainage features, etc.) within the Service Plazas at the completion of the Redevelopment Work and Permitted Capital Improvement Work and provide inspection results to MassDOT. The Concessionaire is required to address deficiencies and punchlist items. The Concessionaire shall provide inspection access and equipment to allow MassDOT to perform Construction Verification that punchlist items have been adequately addressed.

4.9.3 Pavement Markings

The Concessionaire shall provide temporary and permanent pavement markings, as required within the Service Plazas to complete the Redevelopment Work and Permitted Capital Improvement Work. The Concessionaire shall design, install and remove pavement markings and markers in accordance with MassDOT and MUTCD standards and specifications.

All temporary pavement markings shall be as follows:

- Wet reflective temporary tape for short term use (no more than 7 days).

- Wet reflective paint to be used otherwise.

Temporary pavement markings shall be refreshed as necessary for the duration of the Project to remain visible and as directed by MassDOT. It shall also be assumed that the temporary markings shall be refreshed at least once for any stage that encompasses a winter period.

Temporary pavement markings shall consist of furnishing, applying, maintaining and removing temporary white and/or yellow reflectorized pavement markings during construction and maintenance operations. Temporary pavement markings shall conform to Materials Subsection M7.01.07, M7.01.10, M7.01.11, M7.01.14, M7.01.15, M7.01.16, M7.01.23, and M7.01.24 of the MassDOT Standard Specifications. Other materials which will provide satisfactory durability, and reflectivity may be used with prior Design Verification of MassDOT. Any conflicting pavement markings shall be completely eradicated by an approved method. Any conflicting existing recessed pavement markers shall be fully removed, and the recess shall be patched by an approved method.

The Concessionaire shall be responsible for the maintenance/replacement of all temporary and permanent pavement markings and markers within the Service Plazas through the entire Project duration. Prior to final placement of proposed pavement markings, all temporary and existing pavement markings shall be entirely removed from the pavement surface. Areas where pavement markings are removed on the final surface shall be newly milled, resurfaced and restriped.

The Concessionaire shall promptly respond to all requests by MassDOT to refresh markings during the Project.

Temporary markings shall be provided for all temporary lane alignments required by the sequence of construction implemented. The Concessionaire shall modify the existing and temporary markings as necessary each time a revision to temporary lane alignments is implemented. Where temporary markings will be present in the winter, surface applied polyurea shall be used.

Permanent pavement markings along ramps shall be Recessed Wet Reflective Thermoplastic.

Permanent pavement markings in parking lots shall be Thermoplastic, and legends shall be performed Thermoplastic.

4.9.4 Signage

The Concessionaire shall prepare a signage plan addressing on-site signage, and Plaza Business Logo and Generic Information Service (also known as "Blue Signs") signage.

All signage shall follow the Manual on Uniform Traffic Control Devices (latest edition) with Massachusetts Amendments, and Massachusetts Supplemental Sign Policy and MassDOT EV Charging Signs Policy.

Concessionaire shall be responsible for replacing all Blue Sign panels or placards during the transition period and as a requirement of achieving Substantial Completion of Redevelopment Work and Permitted Capital Improvement Work. Concessionaire shall submit a plan with mock signage for all Blue Signs locations at the applicable Service Plazas and schedule for the updates to existing panels in anticipation of Project milestones. Plans shall have a map showing all proposed sign locations and blow-up details with dimensions, logos and materials. Concessionaire shall utilize only MassDOT pre-qualified vendors for Construction Work on Blue Sign signage and signage structures.

4.9.5 Pylon Signage

Regarding the proposal of new or reuse of freestanding or pylon signs, Concessionaire shall verify all existing dimensions, materials, and conditions of the pylon sign prior to fabrication or installation of new signage panels. Any deterioration, corrosion, deformation, or damage shall be documented and reported to MassDOT before proceeding. No modifications may begin until the structure has been evaluated and approved by a Design Professional.

The Concessionaire shall have a Design Professional perform a structural assessment of existing pylons for reuse, or modification and shall provide stamped structure reports, stamped drawings and letters confirming the structure is adequate for reuse and identifying required repairs or reinforcements (as required).

New signage components including sign faces, panels, internally illuminated cabinets, LED retrofits shall be designed to meet current International Building Code wind load requirements, electrical components UL-listed and installed per the National Electrical Code.

4.9.6 Guardrail

This Construction Work shall consist of furnishing, installing, adjusting, and removing guardrail systems in accordance with the MassDOT Standard Specifications for Highways and Bridges, the MassDOT Construction Standards, Issued for Construction Design Documents, and the latest AASHTO MASH (Manual for Assessing Safety Hardware) requirements. All materials and hardware shall be MassDOT-approved and listed on the current Qualified Construction Materials List (QCML)**.**

Construction Work may include tie-ins to existing highway guardrail, ensuring proper alignment, height, offset, and continuity. Existing guardrail designated for removal shall be dismantled and disposed of. Removal includes posts, footings, and all associated hardware. Disturbed areas shall be restored to original condition.

Guardrails shall be installed to the required height, tension, and alignment, maintaining smooth transitions between new and existing systems. All installations shall meet current MassDOT and MASH performance criteria.

4.9.7 Temporary Barrier Systems for Construction and Maintenance Operations

The Concessionaire shall utilize MASH performance requirements for deployments of temporary barriers per Engineering Directive E-16-002 and E-20-004.

4.9.8 Visual Barriers and Screening

The Redevelopment Work and Permitted Capital Improvement Work may impact traffic and produce traffic delays as "rubbernecking" or curious drivers on adjacent travel lanes may watch ongoing construction activities such as demolition and construction. The Concessionaire shall mitigate this traffic impact by installing temporary visual barriers. The Concessionaire shall provide the visual barrier for approximately 200 feet in advance of and through the Construction Work zone (or for a reasonable length as directed by MassDOT) to prevent visibility into the Construction Work area from passing motorists at all times. The barrier shall be placed completely outside of the travelled way, including shoulders. Screening shall not conflict with MASH requirements.

4.10 BUILDING DESIGN AND OTHER STRUCTURES

4.10.1 General Building Design Approach, Objectives and BTC Design Intent

Design Approach and Objectives

The Concessionaire shall perform demolition and Construction Work pursuant to the Issued for Construction Design Documents and make the Project fully functional in accordance with all Contract Standards.

The BTC plans detail the general design configuration, building type and elements/treatments that have been developed through the preliminary concept phase of the Project. The Concessionaire is required to provide the Final Design for all buildings at the Service Plazas.

In general, the required minimum scope of work is based on the BTC. The Final Design, details and means and methods of construction for the Redevelopment Work and Permitted Capital Improvement Work will be the responsibility of the Concessionaire. This narrative will specify components and concepts to establish a minimum level of design and detailing that must be equaled or exceeded by the Concessionaire. The Concessionaire acknowledges that while the BTC has been advanced to the concept design level, the Concessionaire shall be required to provide a final, complete Service Plaza design that is stamped, sealed and certified by their own Design Professional for Conformance Review and Design Verification by MassDOT and possible third parties.

The structural integrity of existing structures and Utility infrastructure must be maintained throughout construction until and unless those structures or Utilities are removed from service. The Concessionaire shall verify locations of all existing structures and Utilities and shall also provide a Final Design of proposed structures needed to maintain the integrity of the existing structures and Utilities, until they are removed from use and/or demolished.

The Service Plazas as shown on the BTC plans contains areas of specific design intent. The Concessionaire shall propose and design Service Plazas that incorporate design innovations, best engineering practices and accelerated construction strategies that best meet the requirements of the Project as specified in Lease.

Sustainability and Resiliency

The Concessionaire shall ensure that the Service Plazas are located, planned, built, maintained, and operated with a strong emphasis on energy efficiency and sustainable design practices for a service-expectancy of buildings which exceeds 50 years, including in respect of the following:

- Resiliency to climatic extremes and sea level rise
- Redundancy in performing key operations for key building systems
- Economic feasibility balanced with Project priorities

The sustainability and energy performance goals for the Project are aimed at maximizing environmental efficiency while enhancing the Project's overall resilience to climate impacts. Design solutions must be incorporated to enhance energy performance, water conservation and wellbeing based on criteria aligned with Applicable Law.

The Massachusetts Stretch Energy Code sets more stringent energy efficiency standards, aiming to promote sustainable building practices and reduce energy consumption in buildings and encourages the use of advanced energy-efficient technologies, insulation, lighting, heating, cooling systems, and renewable energy sources, among other measures:

- Basic Energy Code: Current Massachusetts Stretch Energy Code, based on applicable International Energy Conservation Code (IECC) with MA Amendments
- Rooftop Solar Readiness: prepare Service Plazas for future installation of solar energy equipment
- Electric Vehicle (EV) charging requirements set forth in 4.16.
- Enhanced thermal envelope performance beyond IECC 2021
- Additional Energy Efficiency Requirements
- New buildings are required to achieve a total of 15 credits from the available measure options.
- Energy Modelling Requirements
- Targeted Performance and Relative Performance pathway requires ASHRAE 90.1-2019 Appendix G Energy Model

The Concessionaire is required to incorporate Massachusetts Stretch Energy Code as baseline, and additional sustainable and green building principles that align with

MassDOT's stated goals and exceed the minimum code requirements. Other sustainability principles include, but are not limited to:

- Implementing low-impact development (LID) strategies for stormwater management, such as rain gardens, permeable pavements or bioswales
- Reusing stormwater for irrigation purposes
- Minimizing the use and waste of indoor potable water by using low flow devices
- Locating hot water heaters near the demand areas
- Installing Energy Star certified appliances

List of Standards, Design Criteria, and Specifications

The design of the Service Plazas shall comply with all Applicable Law. Below is a partial list of standards, criteria, and specifications that will govern the design of the Service Plazas. It is the responsibility of the Concessionaire to ascertain and comply with all pertinent governing criteria and Design Criteria required by any authorities having jurisdiction over the Project. In the event that conflicting requirements are found within any of the governing documents and/or standards, the design shall be developed by following the more demanding/stringent criteria. Deviations from these standards require MassDOT Project Manager's written verification which is subject to MassDOT's discretion.

Building Codes

780 CMR - Massachusetts State Building Code, 10th Edition with amendments to ICC Family of Codes, including International Existing Building Code 2021

Massachusetts Energy Code 2023

521 CMR – Architectural Access Board (AAB) Rules and Regulations 2010 ADA Standards for Accessible Design

527 CMR 1.00 – Massachusetts Comprehensive Fire Safety Code

527 CMR 12.00 – Massachusetts Electrical Code

248 CMR 10.00 – Uniform State Plumbing Code

Executive Order 614: Digital Accessibility and Equity Policies and Standards

Executive Order 594: Leading By Example: Decarbonizing and Minimizing Environmental Impacts of State Government

Design Standards

- SEI/ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures

- ACI 318-19 Building Code Requirements for Structural Concrete
- ACI 360R-10 Guide to Design of Slabs on Ground
- ANSI/AISC 360-16 Specifications for Structural Steel Buildings
- ANSI/AISC 303-16 Code of Standard Practice for Steel Buildings and Bridges
- ANSI S100-16 Specification for The Design of Cold Formed Steel Structural Members
- TMS 402/602-16 Building Code Requirements & Specifications for Masonry Structures
- AWS D1.1 Structural Steel Welding Code – Steel
- AWS D1.3 Structural Welding Code – Sheet Steel
- AWS D1.4 Structural Welding Code – Reinforcing Steel
- AWS D1.7 Guide for Strengthening and Repairing Existing Structures
- AWS D1.8 Structural Welding Code – Seismic Supplement
- SDI Manual of Construction with Steel Deck, Latest Edition
- SJI100-20 Standard Specification Load Tables and Weight Tables for Steel Joists and Joist Girders
- SJI200-15 Standard Specification for Composite Steel Joists, CJ-series
- ANSI/SDI C-2017 Standard for Composite Steel Floor Deck – Slabs
- ANSI/SDI Nc-2017 Standard for Non composite Steel Floor Deck
- ANSI/SDI Rd-2017 Standard for Steel Roof Deck
- AISC 341-16 - Seismic Provisions for Structural Steel Buildings
- AISC/RCSC 348-14 - Specification for Structural Joints Using High-Strength Bolts
- AISC 360-16 - Specification for Structural Steel Buildings
- SDI DDM04 Diaphragm Design Manual, 4th Edition
- PCI MNL 120-10 PCI Design Handbook, Precast and Prestressed Concrete, 7th Edition
- Occupational Safety and Health Act (OSHA), 1970, With Amendments to Date
- National Electric Safety Code
- NFPA 110 Emergency and Standby Power Systems
- ASHRAE 62.1, 55, 135, 202
- ANSI/TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
- ANSI/TIA-526-14-C1 Optical Power Loss Measurement of Installed Multimode Fiber Cable

- ANSI/TIA-568-C.3 Standard for Optical Fiber Cabling Components
- ANSI/TIA-568-0-D Generic Telecommunications Cabling for Customer Premises
- ANSI/TIA-568-1-D Commercial Building Telecommunication Standard
- ANSI/TIA-569-D Telecommunications Pathways and Spaces
- ANSI/TIA-598-D Optical Fiber Cable Color Coding
- ANSI/TIA-606-B Administration Standard for Telecommunication Infrastructure
- ANSI-J-STD-607-A Commercial Building Grounding and Bonding Requirements for Telecommunications
- ANSI/TIA-758-B Customer Owned Outside-Plant Telecommunications Infrastructure
- ANSI/TIA-942 Requirements for Telecommunications Infrastructure of Data Centers and Computer Rooms.
- IEEE 142-82 Recommended Practice for Grounding of Industrial and Commercial Power Systems
- BICSI OSPDRM Ver.5 Outside Plant Design Manual
- BICSI/ITSIMM Ver.8 Information Technology Systems Installation Manual
- BICSI/TDMM Ver.15 Telecommunications Distribution Methods Manual
- FM Property Loss Prevention Data Sheets related to structural and architectural elements for determination of wind loads and fastening of roofing systems only.

4.10.2 Description of Existing Service Plaza Buildings

Condition assessment reports for the Service Plazas have been provided in the Reference Information Documents (RIDs) folder.

The observations, findings, and recommendations contained in the assessment reports are based solely on limited visual inspections of areas that were readily observable and accessible at the time of the assessment. No intrusive investigations, testing, or verification of conditions were performed unless explicitly stated. As such, conditions that were not visible, not accessible, or otherwise outside the scope of this inspection are not reflected in the condition assessment reports. The Concessionaire remains solely responsible for independently verifying all existing conditions and confirming their suitability prior to undertaking any design, construction, or maintenance activities.

4.10.3 Project Prototypes

4.10.3.1 Type S – Selective Renovation and Refurbishing

Includes sites of small to average program size shall be governed by the requirements of the Massachusetts Existing Building Code,

Alteration Level 2. Basic systems and assemblies will be refurbished; the existing superstructure, as well as the drive through window where they exist, will remain; and Men's and Women's restrooms will be fully modernized. The Service Plaza shall be modified to become fully accessible.

Program and Architecture: renovated finishes; partitions and accessories at all restrooms; new energy efficient storefronts and entrance doors at all vestibules; new roof assemblies (stripped down to roof structure).

Interiors: new acoustic ceilings with new lights/diffusers/fire alarm devices/sprinkler heads, new floors and furniture in all public areas.

The Type S Sites are:

- Lee West
- Blandford West
- Blanford East
- Ludlow West
- Ludlow East

4.10.3.2 **Not Applicable**

4.10.3.3 **Type L – New Construction**

Includes sites with significant growth and where new construction is implemented that shall be governed by 780 CMR, The Massachusetts State Building code and all applicable requirements, with the option of reusing existing foundations. These new buildings are opportunities for rebranding the Service Plazas into contemporary Service Plazas, housing multiple vendors, ancillary functions (such as E-ZPass areas or coffee houses), and added programs (such as Visitor's Centers or Truckers' Lounges), all by providing fully modernized 21st century services.

The Type L Sites are:

Lee East

Refer to Building Design Criteria in Section 4.10.4 for technical and performance requirements for New Construction.

4.10.4 Building Design Criteria

The proposed renovations and replacement Service Plazas shall be designed according to the Contract Standards. The Concessionaire shall work within the constraints provided to advance a concept that meets all technical and functional

requirements. The Concessionaire shall confirm all design parameters and criteria for each of the Project sites.

4.10.4.1 **Program**

All square-footages below are minimum requirements. The space program varies by Service Plaza. See Service Plaza Base Technical Concept Drawings for the proposed space layout.

Program Category	Small	Large
Proposed Project Size	Selective Renovation	New Construction / Total Rebuild
Total Building SF	Existing To Remain	22,500 SF
Foundation	Existing To Remain	New
Structure	Existing To Remain	New
Roofing System	Renovate Roof Assemblies (Stripped Down to Structure)	New
Exterior Walls	Renovate Vestibules and Energy Efficient Storefronts	New
Interior Environment	Renovate Floors, Ceiling, Lighting	New
Public Spaces	Total SF: Varies	Total SF: 8,000 SF
Seating Area (20 SF/Seat)	90–130 Seats	140–200 Seats
Circulation + Queuing	25%	35%
Entry Vestibule	Existing To Renovate	350SF Per Entry
Visitor Center	N/A	300SF Only at Lee Eastbound
Information Kiosk	100 SF	200 SF
Vending Machines (30SF Each)	4 Units	8 Units
Tenant Spaces	Total SF: Various SF	Total SF: 9,200 SF
Tenants	Existing To Remain	5-8 Tenants
Locally Sourced Products, Goods and Gifts	5% of Tenant Space	5% of Tenant Space
Truckers' Lounge	Existing To Remain (Where Currently Provided)	600 SF

Program Category	Small	Large
E-Z Pass	Only At Ludlow Westbound (Existing to Remain)	500 SF (Only at Lee East Location)
RMV	N/A	N/A
Private Repair Garage	N/A	N/A
Standalone Tenants	N/A	N/A
Public Support	Various SF	
Restrooms	Existing SF To Receive Finish Renovation	2,200 SF
Back of House / Support	Total SF: Various	Total SF: 2,000 SF
Staff Areas (Office + Break Rm)	Existing To Remain (Where Currently Provided)	Varies
IT closet	Existing To Remain (Where Currently Provided)	
Mechanical Room and Boiler	Existing To Remain (Where Currently Provided)	
General Storage	Existing To Remain (Where Currently Provided)	
Outdoor Space		
Outdoor Seating	Existing To Remain	800 SF
Farmers Market	Minimum Of 600SF	800 SF

4.10.4.2 **Architecture**

Building Enclosure

Coordinate building enclosure with:

- Roof drainage within wall enclosures and non-visible to its final point of egress from the building

- Exterior building mounted internally illuminated brand signage, incorporated into the building's architecture
- Rooftop mounted equipment

Opaque Assemblies:

- 5/8" Int. Grade G.W.B.
- Foil Faced 6" Batt Insulation
- 6" Metal Studwork (Gauge T.B.D)
- 5/8" Exterior Grade Sheathing
- Vapor permeable water-resistant membrane w/ min. 90% drainage capacity
- High Performance composite or metal panel

Curtain walls:

- Curtain wall components but also more conventional storefront systems may be utilized.
- Thermally broken Aluminum Framing
- PVDF Finish Standard Color
- 1" Low-E Insulated Glazing Units to meet Energy Code

Vestibules and Exterior Doors

- Vestibules shall be meet energy code requirements.
- insulated hollow metal frame or storefront entrances

Roofing Systems

- Roofing systems will be either pitched or flat and as described below:
- Pitched Roofing with Asphalt Shingle Roof tiles
- Water resistant membrane
- 3/4" pressure treated plywood sheathing
- rigid insulation, as thick as required to meet current Energy Code
- 5/8" Ext. grade sheathing
- Vapor barrier
- Metal Deck

Flat Roofing:

- EPDM membrane – Standard color
- 5/8" Exterior grade sheathing
- rigid insulation, as thick as required to meet current Energy Code
- 5/8" Ext grade sheathing
- Vapor Barrier
- Metal Deck

Skylights and clerestories

- Energy efficient assemblies providing high visible transmittance and low heat gain.
- Where feasible, attic space may be utilized as a mechanical loft to accommodate internal air-handling units and energy recovery ventilators (ERVs), coordinated with roof structure and access requirements

4.10.4.3 **Interiors and Fixtures, Furnishings & Equipment (FF&E)**

All Service Plazas must deliver a welcoming guest experience that is memorable, easy to use, and easy to run, so the Service Plazas remain dependable, attractive, and operationally resilient for the long haul. The Service Plazas must provide environments that age gracefully, clean quickly, and support safe, inclusive use by every traveler while keeping operations smooth during daily peaks. The Service Plaza designs shall use architectural, graphic, and integrated audio-visual elements that are flexible to change and which reflect local character and points of regional interest.

Public Spaces

- Primary Space: Courtyard concept with a layering of activity-based spaces

  Social: Cafe style individual, small group and communal seating
  Focus: Quieter spaces for concentration
  Gathering Space: Room to congregate while groups assemble pre-departure, accommodating informal meetings and small group gatherings
  Provide high speed Wi-Fi, charging ports / stations
  Consider planters and other biophilic objects to break up public seating areas
  Visibility & storefront: maintain clear sightlines and storefront transparency consistent with plaza design

- Mass Welcome Center or Mass Information Kiosk including branding, info counters, info screen, brochure display, and other visitor information areas incorporating displays and interactive functions

- Vending machine area
- ATM station
- Ample circulation space
- Provide 10' long energy efficient vestibules, which also provides for safety and cleanliness
- Interior signage and wayfinding shall be integrated into the interior architecture to support clear visitor navigation, orientation, and intuitive movement throughout public spaces.

Finishes

Interior Structure: Consider a system of interior space division which utilizes structure and infill pieces to break down the scale of the space. Materials native to Massachusetts are desired such as wood, brick, stone, metal, and so on.

- Walls Level 1: Type X GWB (primed and painted with 2 coats, Level 4 finish) with corner guards and durable wall base. Durable paint.
- Walls Level 2: Same as Level 1 with durable material wainscot area.
- Walls Level 3: Full height natural patterns and wood-look material preferred, durable material
- Material considerations: phenolic panels with pattern, metal panels, HPL panels with protective corner trim, wall tile, stone composite
- Floors Level 1: Porcelain tile
- Floors Level 2: Large format porcelain tile, natural stone or equal.
- Floors Level 3: Terrazzo
- Floor Patterning: Consider layout patterns, material patterns and more than one color.
- Exposed ceilings in the open dining areas include high pitched roof ceilings and lower flat ceilings. Assemblies with acoustic properties:
- Ceiling Level 1: Acoustic tile and/or acoustic plaster (not preferred)
- Ceiling Level 2: Acoustic wood ceiling systems
- Celling Level 3: Acoustic metal ceiling systems (wood-look)
- Exposed structural trusses and underside of exposed decking painted with Marine grade product

Restroom Spaces

- Women's and Men's Restrooms
- Gender Neutral Restroom

- Mother's Room / Wellness Room
- Quiet Room w Reclining Chair
- Baby-changing stations in all restrooms
- Prioritize durability, cleanability, and low maintenance for longterm operations
- Prioritize hygiene and user health, olfactory comfort and antimicrobial strategies with easily cleaned surfaces
- Demonstrate water-use reduction with low usage fixtures

Finishes Walls Level 1: Type X GWB (primed and painted with 2 coats, Level 4 finish) with durable material wainscot area, corner guards and durable wall base.

- Walls Level 2: Ceramic Tile
- Walls Level 3: Full height durable material (consider biophilic patterning)
- Partitions: HDPE solid surface or phenolic for moisture/vandal resistance; privacy sightline blocks; continuous brackets and hardware.
- Material considerations: wall tile, porcelain, phenolic panels w pattern, metal panels
- Floors Level 1: Porcelain tile
- Floors Level 2: Large format porcelain tile, natural stone or equal.
- Floors Level 3: Terrazzo
- Floor Patterning: Consider layout patterns, material patterns and more than one color.
- Ceiling Level 1: Acoustic tile (consider biophilic patterns)
- Ceiling Level 2: GWB (acoustic)
- Celling Level 3: Acoustic metal ceiling systems
- Hands Free / Touchless accessories: dispensers/dryers, waste containers to promote public health

Tenant Spaces

The interior areas of each Service Plaza designated for use by Tenant Vendors, the Convenience Store, and the E-Z Pass Office shall be designed and constructed in accordance with this Section 4.10.4.3 (each a “Tenant Space” and collectively, the “Tenant Spaces”).

- Tenant Vendors shall include retail, food service, and specialty service uses and tenant bays and storefront openings, Utility rough-

ins, and shared circulation (collectively, “Tenant Vendors”). Designs and fit outs within tenant areas shall provide finishes of high quality in keeping with the surrounding Service Plaza environment. Tenant-specific interior build-out, branding, equipment, specialty finishes, and plumbing, mechanical, communications, electrical and light fixtures shall be by tenant unless noted otherwise. Program and finishes coordination shall be required to maintain consistent transparency, signage zones, and public circulation clarity, for an overall unified vision. Finishes:

Tenant-specific separate building entrances shall be determined by the Concessionaire
Base building finishes provided at tenant area to align with overall Service Plaza design, including interior access
Tenant-provided finishes to be high quality and compatible with the surrounding public environment
Walls: Highly durable, cleanable and low maintenance
Material considerations: natural patterns and wood-look materials, phenolic panels w pattern, metal panels, HPL panels with protective corner trim, wall tile, stone composite
Floors: See Public Spaces, consistent with adjacent public circulation areas
Ceilings: Acoustic tile or acoustic wood/metal systems consistent with surrounding public zones
Tenant's storefronts will incorporate after-hours security measures consistent with operational and life-safety requirements
Tenant's kitchen and refrigeration needs shall be determined by the Concessionaire and coordinated with the base building infrastructure

- Convenience Store: A clean, well-organized space with bright yet soothing materials and color/texture palette and lighting (the “Convenience Store”). Design and finishes in keeping with surrounding service station environment. Finishes:

  Walls: Highly durable, cleanable and low maintenance
  Floors: See Public Spaces, consistent with adjacent public circulation areas
  Ceilings: Acoustic tile or acoustic wood/metal systems consistent with surrounding public zones

- E-Z Pass Office: Match existing operations and workflows and confirm security requirements with MassDOT (the “E-Z Pass Office”). Clearly visible service window oriented to primary public circulation paths, with built-in solid surface or equal transaction counter with integrated safety glass security window and secure pass-through. Interior circulation shall be configured so that customer-facing E-Z Pass service area is integrated within the public

interior environment, including its waiting area seating and queuing stanchion system. There shall be dedicated staff office and back-of-house work area supporting daily operations, such as secure storage, data closet, and power provisions in coordination with EZ Pass operational standards. Furniture, millwork, and finishes shall be designed for durability and high-volume use. Reuse of existing furniture may be considered. Finishes:

Walls: See Public Spaces
Floors: See Public Spaces, consistent with adjacent public circulation areas
Ceilings: Acoustic tile or acoustic wood/metal systems consistent with surrounding public zones

- RMV Office: Not Applicable

Truckers' Lounge (Only Lee East)

- At select Service Plazas as indicated on the BTCs, provide dedicated lounge space to support professional drivers with restrooms, showers, intermittent sleeping areas, separate from primary public gathering spaces while remaining accessible from public circulation ("Truckers' Lounge"). The Truckers' Lounge shall accommodate lounge seating, tables, device charging, and designated rest or quiet areas, with design emphasis on comfort, durability, privacy, and ease of maintenance. The Truckers' Lounge may include adjacencies to restrooms, showers, and sleeping facilities such as sleeping pods with a reservation system. Finishes:

  Walls: Highly durable, cleanable and low maintenance
  Material considerations: natural patterns and wood-look materials, phenolic panels w pattern, metal panels, HPL panels with protective corner trim, wall tile, stone composite
  Floors: See Public Spaces, consistent with adjacent public circulation areas
  Ceilings: Acoustic tile or acoustic wood/metal systems consistent with surrounding public zones
  Furniture: Heavy-duty, easy-to-clean, designed for long dwell times

Back of House Spaces

- Mechanical Rooms for the building, including possible attic space
- Janitor's Closet
- Lockable storage
- Staff Room: dedicated staff break and support space for plaza personnel, with seating, tables, lockers and/or storage, and support

amenities, located within back-of-house zones with controlled access to support staff comfort, durability, and daily operational needs.

- Waste management functions must be supported through coordinated back-of-house planning, including provision for an exterior trash compactor as required or appropriate for building operations.
- Building back-of-house areas may include dedicated rooms for building services, including fire protection equipment where required based on site conditions, Utility infrastructure, and available water pressure. Finishes:

  Walls: Type X GWB (primed and painted with 2 coats, Level 4 finish) with durable material wainscot area, corner guards and durable wall base.
  Floors: Porcelain tile or resilient flooring suitable for back-of-house use
  Ceilings: Acoustic tile or exposed structure consistent with BOH standards

Signage & Wayfinding

- Propose unified standards for general signage, restrooms, and vendors
- Information / wayfinding mounts: locking poster/bulletin cases, digital display mounts with concealed power/data chases

Public Area Furniture

- Consider individual, small group and communal seating, quiet space, gathering space
- Provide a mix of seating types oriented to quick turnover
- Consider 2-tops, 4-tops, communal tables, booths, banquettes
- Outdoor Seating (where appropriate): non-porous, wipe-clean surfaces, weather resistant: UV-, salt-, and freeze–thaw–resistant finishes; weighted/anchorable bases; drainage-friendly designs; and suitable for New England winters in addition to general guidelines above

4.10.4.4 **Structural**

Goals, Requirements, and Purpose

Existing structures to remain or be modified shall be subject to Chapter 34 of the Massachusetts State Building Code 780 CMR, 10th Edition. 780 CMR adopts the provisions of IEBC 2021 with modifications and additional requirements.

New construction shall be subject to all chapters of the Massachusetts State Building Code 780 CMR, 10th Edition. 780 CMR adopts the provisions of IBC 2021 with modifications and additional requirements.

The Applicable Structural Codes and Standards table below summarizes the structural codes and standards applicable to the Project, as referenced by the governing building codes. In case of conflict between code requirements, the more stringent requirements apply unless specifically noted otherwise. The Concessionaire must ensure the design, construction, operation and maintenance of the Service Plazas comply with Contract Standards.

The structural design shall provide sufficient strength and stiffness to resist the required dead, live/occupancy, and environmental loading, while meeting all code requirements in a cost-effective manner which satisfies the architectural program and vision. The structural design shall also consider constructability, sustainability and embodied carbon, and durability. Priority shall be given to structural concepts which enable pre-fabrication and offsite assembly whenever possible.

Table 1 New Construction: Applicable Structural Codes and Standards

	Code/Standard
General	*IBC 2021 – 2021 International Building Code* *ASCE 7-16 – Minimum Design Loads and Associated Criteria for Buildings and Other Structures* *ASCE 24-14 – Flood Resistant Design and Construction*
Concrete Construction	*ACI 302.1 – Guide to Concrete Floor and Slab Construction* *ACI 318-19 – Building Code Requirements for Structural Concrete and Commentary*
Structural Steel Construction	*AISC 360-16 – Specification for Structural Steel Buildings* *AISC 341-16 – Seismic Provisions for Structural Steel Buildings*
Cold-formed Steel Construction	*AISI S100-2016 – North American Standard for Cold—Formed Steel Structural Framing – Design* *AISI S240-2015 – North American Standard for Cold—Formed Steel Structural Framing* *AISI S400-2015 – North American Standard for Cold—Formed Steel Structural Framing – Lateral Design*
Steel-Deck and Deck-Slabs	*SDI-C-2017 – Standard for Composite Steel Floor Deck-Slabs* *SDI-RD-2017 – Standard for Steel Roof Deck* *SDI-DDM04 – Diaphragm Design Manual, 4th Edition*
Masonry Construction	*TMS 402/602-16 - Building Code Requirements for Masonry Structures and Specification for Masonry Structures*
Wood Construction	*AWC NDS-2018 – National Design Specification for Wood Construction* *AWC SDPWS-2021 – Special Design Provisions for Wind and Seismic*

Structure Design Criteria

General

In accordance with the requirements of 780 CMR, all structures shall be assigned a risk category based on the requirements of IBC 2021 and the expected nature of occupancy. Given the intended usage of the proposed structures and the design occupant loads, the buildings will fall under Risk Category III.

Structural systems supporting new construction shall be self-supporting and structurally independent from existing construction. Adequate separation shall be provided between new and existing construction in accordance with the requirements of this section.

780 CMR requires that all new construction within flood hazard areas be designed and constructed to resist the effects of flood hazards and flood loads. Through an indirect review of the relevant information via the American Society of Civil Engineer (ASCE) Hazard Report Tool, it is noted that none of the Service Plaza sites lay in a flood hazard area. The Concessionaire shall confirm flood zone design requirements per the applicable FEMA Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) panels for each Service Plaza. The table below summarizes the general structural Design Criteria applicable to the Service Plazas. The Concessionaire shall submit the structural Design Criteria to be used for each Service Plaza.

Table 2 New Construction: General Structural Design Criteria

Code/Standard	Performance / Design Criteria
IBC / ASCE 7	*Risk Category III* *Importance factors: seismic = 1.25; snow = 1.1; ice thickness = 1.15, wind on ice = 1.0*
ASCE 24	*FEMA Flood Zone X – Area of minimal flood hazard* *(higher than the elevation of the 500-year floor elevation) [to be confirmed per each site]*

Strength and Stability

Structural systems and members thereof shall be designed to have adequate strength and stability to resist all required dead, live, and environmental loading imposed on the structure. The requirements and guidelines of 780 CMR, IBC 2021, and ASCE 7 shall be used to ensure the structure meets all strength and stability limit states. Supporting calculations shall be submitted to MassDOT demonstrating the sufficiency of the structural design.

Geotechnical, Excavations, and Foundations

The Concessionaire shall undertake a site-specific boring program to establish the subsurface profile at each of the Type L sites. The Concessionaire shall prepare geotechnical investigation reports based on the findings of these subsurface exploration programs. The number of exploratory soil borings shall be determined by the Concessionaire's geotechnical Design Professional but shall not be less than two, both located within the footprint of proposed new construction for each site.

Foundation designs shall be based on the recommendations of the geotechnical reports for each location. Based on the nature of the existing construction, it is expected that shallow spread and strip footings will be suitable to support any new structures. Total long-term foundation settlements shall not exceed 1.0 inch based on maximum column loadings. Depth of footings shall be at least 48 inches below the final exterior grade and finished floor elevation per the geotechnical report's allowable bearing capacity recommendations and to meet minimum frost depth requirements. Long-term differential settlements between adjacent foundations for new construction are not to exceed 0.5 inches.

Excavation required for the construction of new foundations is to be undertaken with care. The Concessionaire shall perform test pits to establish the location of known underground tanks and other infrastructure, prior to primary excavation proceeding. When exposed, the locations of such underground infrastructure shall be documented by a professional survey, and the information shall be shared with MassDOT via electronic CAD files within 5 business days.

Slabs-on-ground within the footprints of new construction shall be designed per the recommendations of the corresponding geotechnical reports. All slabs shall be underlain by a minimum six-inch-thick layer of free-draining material to prevent the capillary rise of groundwater and provided with an under-slab vapor retarder. A non-woven geotextile layer shall be provided between the free-draining material and the competent bearing subgrade.

Dead Loads

Dead loads are based on actual weights of materials for construction and any fixed service equipment. These loads include, but are not limited to, walls, floors, roofs, ceilings, stairways, built-in partitions, finishes, cladding and other similarly incorporated architectural and structural items, and the weights of fixed service equipment such as cranes, plumbing stacks and risers, electrical feeders, heating, ventilating and air conditioning systems, and automatic sprinkler systems. Actual weights of materials and systems shall be used whenever available. When not directly available, material weights shall be determined from reliable standard practice references such as ASCE 7 (Table C3-1). A

summary of structural loading criteria can be found in the Structural Design Criteria – Dead Load table below.

Table 3 New Construction: Structural Design Criteria – Dead Load

Load	Criteria	Value
Dead Load	*Permanent loads of building materials and elements, including permanent partitions and equipment, as well as photovoltaic loads where rooftop installations are proposed or roofs are designed to be "PV-ready"*	*Actual self-weight of materials, with 20psf partition allowance where applicable*
	Fireproofing material	*Actual self-weights*

Live Loads

Live loads are loads produced by the use and occupancy of a building or other structure that does not include construction or environmental loads such as wind load, snow load, rain load, earthquake load, flood load, or dead loads. Minimum uniform and concentrated live loads to be considered in the design shall be in accordance with the requirements of 780 CMR and IBC 2021. A summary of these criteria for selected anticipated occupancies is found in the Structural Design Criteria – Live Load table below. The Concessionaire shall confirm all design parameters and criteria based on the actual intended occupancy of each space.

Table 4 New Construction: Structural Design Criteria – Live Load

Load	Criteria	Value
Live Load	*Public areas*	*100psf*
	Mechanical and Electrical Areas	*250psf*
	Electronic and Telephone Rooms	*150psf*
	Cable and Plumbing Access Levels	*250psf*
	Storage Rooms	*150psf*
	Loading Docks	*250psf*
	Corridors, ground floor / Stairs and Exits	*100psf*
	Kitchens	*150psf*
	Restrooms	*60psf*

Environmental Loads

Environmental loads include those loads imposed on the structure by snow, rain, wind, seismic, and other natural effects. These loads shall be determined in accordance with the requirements of 780 CMR, IBC 2021 and ASCE 7-16. Note that a site-specific boring program and associated geotechnical report has yet to be completed for any of the Service

Plazas. Site soil and subsurface conditions, and the corresponding effect on seismic parameters has been taken with a presumed soil site classification. The Concessionaire shall undertake a subsurface exploration program and include seismic parameters and other recommendations within the geotechnical report for each of the Service Plaza sites designated Type L. As environmental loading parameters are site-specific, loading criteria are to be determined on a per-site basis, in accordance with the requirements of the governing building code and reference standards. A single site example is presented below for reference. The Concessionaire shall confirm all design parameters and criteria for each of the Service Plaza sites.

Example: Lee East

Table 5 New Construction: Structural Design Criteria – Environmental Loads – Lee East

Load	Criteria	Value
Wind Load	*Strength, basic wind speed, V (1700-year MRI for Risk Category III)* *Serviceability, 10-year MRI wind speed, V_{MRI10}* *Wind-borne debris region?*	*[120mph]* *[75mph]* *[NO]*
Seismic Load	*Mapped MCE_R spectral response acceleration-0.2 second [5% damped], S_s* *Mapped MCE_R spectral response acceleration-0.2 second [5% damped], S_1* *Site Classification* *Seismic Design Category (SDC)*	*[0.164g]* *[0.055g]* *[D] (assumed)* *[B]*
Atmospheric Icing Load	*500 year MRI*	*[1.00in ice thickness]*
Rain Load	*100 year storm, 60 minute duration* *100 year storm, 15 minute duration*	*[2.54in rainfall/60min]* *[5.52in rainfall/15min]*
Snow Load	*Ground snow load, 50 year MRI, pg* *Minimum flat roof snow load, 50 year MRI, pf*	*[50psf]* *[40psf]*
Self-strain Load	*Thermal: temperature change effects on structural framing*	*Per local meteorological data, to be submitted for review*

Serviceability

Structural systems and members thereof shall be designed to have adequate stiffness to limit deflections and lateral drift, vibration, or any other deformations that adversely affect the intended use and performance of buildings and other structures. Reliable references of

standard practice, along with the requirements of 780 CMR, IBC 2021 and ASCE 7 shall be used to ensure the structure meets all serviceability limit states. As serviceability performance is context specific, criteria are to be determined in accordance with the requirements of the governing building code and reference standards. An example of potentially relevant criteria is presented below for reference. The Concessionaire shall confirm all design parameters and criteria for each of the Service Plaza sites. Supporting calculations shall be submitted demonstrating the sufficiency of the structural design.

Table 6 New Construction: Structural Design Criteria – Serviceability Criteria

Effect	**Criteria**	**Value**
Deflection	*Roof members supporting nonplaster ceiling: L or Lr; S or W; D+L*	*L/240; L/240; L/180*
	Floor members: L or Lr; D+L	*L/360; L/240*
	Framing supporting glass: length <= 13.5 feet; length > 13.5 feet	*L/175; L/240+1/4 in (3/4 in max)*
Vibration/ Acceleration	*Floor and roof vibration per ISO 2631*	*Office occupancy*
Drift	*Lateral drift, total and inter-story (10-year MRI wind speed)*	*H/400*
	Lateral drift, total and inter-story (2500-year MRI MCE_R)	*H/100*

Thermal expansion and building separation/isolation joints

Structural systems supporting new construction shall be self-supporting and shall be structurally independent from existing construction. New construction shall not account for support or stability from existing structures or structural elements. Adequate separation / isolation joints shall be provided between new and existing construction in accordance with the requirements of 780 CMR, IBC 2021, and ASCE 7. Separation/isolation joints may also be provided between independently supported elements and systems of new structures, as deemed necessary to meet required serviceability limit states. All joints shall be appropriately sized and detailed to accommodate expected movements in each orthogonal direction, including the effects of anticipated thermal

expansion and contraction. Supporting calculations shall be submitted to MassDOT demonstrating the sufficiency of the structural design.

Fatigue

Structural members and their connections subject to cyclical loading as defined in the guidelines of AISC 360 shall be designed and detailed to resist failure by cracking or fracture per the requirements and recommendations of ASCE 7 and AISC 360. Supporting calculations shall be submitted to MassDOT demonstrating the sufficiency of the structural design.

Durability and structural materials

Materials used in the structural systems of the building will conform to all requirements of 780 CMR, IBC 2021, ASCE 7, and the applicable referenced material codes and standards. For concrete elements, exposure classes shall be assigned based on the requirements and guidelines of ACI 318. Additional material requirements beyond those required by referenced standards are listed below:

Where concrete is exposed to weather and deicing salts, and in areas where deicing salts are likely to be tracked in by customers from the exterior, steel reinforcing bars within cast-in-place concrete shall be hot-dip galvanized after fabrication in accordance with ASTM A123. All hot-dip galvanized steel shall be inspected for compliance with ASTM A123 and shall be marked with a stamp that indicates the number of ounces of zinc per square foot of steel. After galvanizing, the bars shall be dipped in a 0.2 percent chromic acid solution. A notarized Certificate of Compliance with all of the above shall be required from the galvanizer.

All structural steel exposed to exterior weather or to be placed in direct contact with concrete or masonry shall be hot-dipped galvanized.

All cast-in-place anchor rods shall be hot-dip galvanized and all post-installed anchors shall be stainless steel.

Where hot-dip galvanized steel is required; all bolts, fasteners, anchors, and other connectors in contact with the galvanized steel shall be hot-dip galvanized or stainless steel.

All hot-dip galvanized or stainless steel bolts, fasteners, anchors, and other connectors shall be provided with matching nuts, washers and other appurtenances as required.

Separation between dissimilar metals in contact shall be provided via neoprene or other equal material, to prevent galvanic corrosion.

All smooth bar dowels used in joints between concrete elements shall be stainless steel.

All grout used in steel to concrete anchorage connections, including under baseplates, shall be non-shrink and non-metallic.

Aluminum shall not be placed embedded in or in direct contact with concrete.

4.10.4.5 **Mechanical**

The following information provides mechanical systems requirements and establishes standard Design Criteria for the Concessionaire to use in preparing Construction Documents for HVAC systems that serve the Service Plazas based on the applicable codes and standards. The Concessionaire shall include everything required for complete and properly functioning mechanical systems, accurately define the operating parameters and propose systems, reliability, flexibility, durability, and maintainability while maintaining indoor air quality for a safe environment. Mechanical Design Criteria shall follow the minimum requirements for temperature, humidity and space ventilation established by MassDOT standards and shall meet the Contract Standards. The mechanical work includes (but is not limited to) the following: heating, cooling and space ventilation calculations as well as applicable mechanical and energy codes and standards. Without limitation, the Concessionaire shall meet the following requirements:

- Specify new mechanical systems based on space type and application.
- Layout all new mechanical equipment with associated ductwork, piping, air outlets, accessories, and controls.
- Provide a complete set of drawings including plans, equipment schedule, details, sections, riser diagrams and controls.
- Provide all applicable specification sections.
- All plans and specifications shall be signed and sealed by a Design Professional.
- The design shall use current industry materials and best practices for any portion of the design that is not specified by the applicable codes and these guidelines.

Dining Area

- DX cooling and heating systems with electric heat back-up for new systems.
- Round duct for open ceilings.

- Air curtain with electric heat at exterior doors to minimize air infiltration.
- Ceiling mounted heater in vestibule.
- Maintain 75F D.B. in cooling mode.
- Maintain 70F D.B. in heating mode.

Public Restrooms

- DX cooling and heating systems with electric heat back-up for new systems.
- Exhaust rate 50cfm per plumbing fixture.
- Energy Recovery Ventilator (ERV) with enthalpic energy recovery plates at ceiling void of restrooms. Duct mounted electric heater to be installed at supply air side.
- Maintain 77F D.B. in cooling mode.
- Maintain 68F D.B. in heating mode.

Fire Protection Room

- Electric unit heaters to maintain 55F D.B. minimum.
- Provide wall mounted exhaust fan with a weather hood to ventilate the space as needed in summer and intake air wall louver for heat removal.
- Wall louver shall be sized to meet exhaust fan capacity.

Electrical Room

- Electric unit heaters to maintain 55F D.B. minimum.
- Provide wall mounted exhaust fan with a weather hood to ventilate the space as needed in
- summer and intake air wall louver for heat removal.
- Wall louver shall be sized to meet exhaust fan capacity.

Communication Room

- Wall or ceiling mounted heat pump split system shall serve communication room for both heating and cooling. N+1 redundancy to be considered.
- Air cooled condensing units will be located on the roof.
- Maintain 70 °F D.B all the time.

Building Controls Web based Direct Digital Control (DDC) system with front end local computer for graphical system representation. DDC system shall utilize BACnet open protocol and shall include programs for scheduling maintenance of the mechanical, plumbing and electrical equipment.

- Provide preprogrammed stand-alone microprocessor PID controllers to control all HVAC and plumbing subsystems.
- Fire alarm system, security systems, and elevator system shall be monitored by building automation system (BAS) system but operate independently.
- Control and Monitoring Capabilities shall include the following:

  Start/Stop
  Heating Control
  Cooling Control
  Humidification Control Supply Air Reset
  Static Pressure Reset
  Pressurization Control
  Damper Position (economizer)
  Supply Air Discharge Temp
  Return Air Temp
  Mixed Air Temp
  Supply Air Flow Rate
  Filter Differential Pressure
  Air Flow Measuring Station
  HVAC Zoning
  Outside air temperature

Minimum Outdoor/Ventilation Air Rates

Occupancy Category	R_a (CFM/ft^2)	R_p (CFM/person)
Cafeteria, Fast Food	0.18	7.5
Kitchens (cooking)	0.12	7.5
Office Spaces	0.06	5

Commercial Kitchen Exhaust System

Commercial kitchen exhaust systems including exhaust hoods, exhaust fans, make-up air units, ductwork and accessories shall be specified based on tenant kitchen layout and equipment.

4.10.4.6 Plumbing

The following information provides mechanical systems requirements and establishes standard Design Criteria that shall apply to the

preparation of Construction Documents for plumbing systems that serve the Service Plazas based on 248 CMR 10.00 Uniform State Plumbing and other Applicable Law.

The Concessionaire shall provide everything required for complete and properly functioning plumbing systems, accurately define the operating parameters and propose systems, reliability, flexibility, durability, and maintainability while maintaining indoor air quality for a safe environment. All plumbing work must meet the Contract Standards. Plumbing Design Criteria shall meet or exceed the minimum requirements for domestic cold water (DCW), domestic hot water (DHW), stormwater (ST), sanitary waste (SAN) and sanitary vent (V) to all Service Plaza spaces established within the prevailing code, to address the system selection and calculations.

The plumbing work includes (but is not limited to) the following:

- Coordinate with site and civil engineering for existing sanitary and stormwater drainage systems in the proposed location of the new and existing building**s**.
- Provide oil-water separators and/or grease interceptor in accordance with applicable code including access manholes, piping, electrical work and control panels.
- Provide packaged sewage pumps if needed. Packaged pumps shall be duplex. Complete system including pumps, basin, float switches, wiring and controls.
- Establish spaces' needs for domestic water backflow preventer, domestic water heating systems, and pressure booster systems.
- All floor drains, area drains, and trench drains shall satisfy the conditions of service for the areas served. Coordinate all load ratings of drainage grates with MassDOT for the conditions of service.
- Layout all new plumbing equipment with associated piping, accessories and controls.
- Provide a complete set of drawings including plans, equipment schedule, details, sections, riser diagrams and controls.
- Provide all applicable specification sections.
- All plans and specifications shall be signed and sealed by a Design Professional.

Water Closets and Urinals

- Commercial grade, wall-mounted
- Low-flow flush valve, not tank
- Water closet shall be elongated bowl type.

- Fixture carriers shall be rated for a minimum of 750 pounds.

Lavatories

- Commercial grade, wall mounted
- No pop-up drains, strainer only
- Waste outlets 1-1/2 inch diameter minimum

Water Fountains/Electric Water Coolers

- ADA-compliant
- Stainless steel cabinet, wall-mounted
- Provide five-year manufacturer warranty
- ENERGY STAR certified
- Glass/Bottle Filler

Service Sink

- Floor-mounted 36-inch terrazzo square sink

Eye Wash Station

- Install in storage area in compliance with ISEA Z358.1.
- Supply with tempered water at 85°F through a thermostatic mixing valve.
- A floor drain shall be provided nearby.

Floor Drains

- Provide floor drains as needed.
- Provide additional floor drains where water is expected to collect.

Electric Water Heaters

- Electric units.
- Must meet ASHRAE requirements for energy efficiency.

Water Service

- Provide new domestic water line based on building water demand. Tie new water pipe to existing water Utility line.
- Provide minimum separation from sewer service.

- All potable water connections to the equipment shall be provided with a backflow prevention device. For new water meter, location to comply with applicable code requirements and coordinated with Utility Company/Owner.

Water Service Distribution

- Above-ground piping shall be Type L copper tube with wrought copper fittings.
- Underground piping shall be Type K copper tube with wrought copper fittings.
- Solder shall be lead-free, 95-5 tin-antimony.
- Isolation valves shall be provided at all riser connections, branch piping run-outs to fixture groups, and at all fixtures requiring maintenance.
- All domestic water piping materials must comply with NSF 61 Part 9 (lead free).
- Provide heat trace on all pipes exposed to outside environment or run through unconditioned spaces. Also, all heat traced pipes to be insulated.
- Cold water piping shall be sized to limit velocity to a maximum of 8 fps.
- Hot water piping shall be sized to limit velocity to a maximum of 6 fps.
- Domestic hot water temperature shall be complied with applicable code requirements.
- All hot water pipes to be insulated.

Storm Drainage

- Building storm drainage shall discharge to the existing stormwater Utility line. The Concessionaire shall secure all necessary stormwater permits.
- Storm drainage system shall be designed for positive drainage away from all surfaces and equipment.
- Provide overflow/secondary storm roof drainage system. Secondary roof drainage system shall discharge independent of the primary building storm system and shall terminate the building at a minimum of 18" and a maximum of 60" above grade in an area that will be visible to the people who occupy the building. This system shall be compliant with all federal, state, and local codes.

- Roof drain or gutter selection will be coordinated with the final building design.

4.10.4.7 Electrical

This section provides and defines the minimum requirements for the electrical systems for the Service Plazas. These minimum requirements are based on MassDOT requirements and Good Engineering and Construction Practice.

The scope of work for the electrical design includes everything required for complete and properly functioning electrical systems. All electrical work performed under this Lease shall meet the Contract Standards. The electrical work includes (but is not limited to) the following:

- Concessionaire shall work with the Utility Owner for each site to determine the exact requirements for each service. For sites where the buildings are being reconstructed, the Concessionaire shall include providing conductors in an underground concrete duct bank from the source of power to the building.
- Size building services based on requirements for the proposed building equipment and functions plus 25% spare capacity.
- Design and install all new service equipment in the spaces allotted in accordance with Applicable Law.
- Providing power for all required equipment related to the new and/or renovated sites.
- Provide power for modifications to all new and existing buildings/Service Plazas at each site.
- Layout all lighting (interior and exterior) in accordance with all applicable codes and standards, including MassDOT and IES lighting level standards.
- All plans and specifications shall be signed and sealed by a Design Professional.

Electrical Service Sizing

Preliminary electrical service has been sized based on the programming spaces, equipment information provided, and the electrical Design Criteria.

As part of the Concessionaire's design, the Concessionaire's electrical Design Professional is required to provide MassDOT with a final load calculation which will include:

- Service size including amperes, voltage (3 phase)

- Include all Architectural, Mechanical, Electrical, Plumbing, and Other Equipment Loads in the service calculations
- Add 25% Spare Capacity for future loads

As part of the Final Design, the Concessionaire is required to provide MassDOT with Short Circuit Calculations for all service equipment. Calculations shall be completed utilizing an industry accepted software such as SKM or other MassDOT approved software package.

Equipment Rating & Requirements

The electrical equipment shall be rated to withstand the environmental conditions of the area that the equipment is being installed in. Without limitation, the Concessionaire shall comply with the following:

- Equipment installed indoors shall be minimum NEMA 1 type enclosures. Some equipment installed indoors may require higher than NEMA 1 rating depending on the conditions at the exact location where it will be installed.
- Equipment installed outdoors shall be minimum of NEMA type 3R enclosures or NEMA 4X stainless steel (depending on the conditions/environment at the equipment location). All enclosures shall be metal.
- Equipment installed within hazardous areas shall be listed to meet the requirements of the area.

All electrical equipment shall be provided with the appropriate short-circuit current ratings and interrupting ratings. The Concessionaire shall perform (and provide MassDOT) short circuit calculations for all equipment, to determine the proper short circuit rating for each piece of equipment.

Switchgear

Mount on concrete housekeeping pad a minimum of 4" high. All new service equipment shall be installed at a minimum of 2.5' above the 100-year flood plain. It is the Concessionaire's responsibility to perform a study indicating the elevation of the 100-year flood plain and present the study along with all project calculations, to MassDOT for Design Verification, before construction begins.

- Sized to accommodate final electrical loads and allow for 25% future growth
- Switchgear shall be Service Entrance Rated.
- All current carrying components will be copper.
- Neutral & Ground bus to be 100% rated.

- Provide digital power demand meter.

Panelboards

- Indoor panels to use door-in-door construction.
- Bus to be copper.
- Neutral & ground bus to be 100% rated.
- Allow capacity for future growth of 25% additional spare breakers and 25% spare amperage capacity.

Transformers

- Outdoor – Oil-Filled or Cast Coil.
- Indoor – Dry type or cast coil, ventilated unless particular environmental issues dictate otherwise.
- Copper windings.
- Allow capacity for future growth of 25% at normal operating temperatures.

Uninterruptible Power Supply (UPS)

The Concessionaire shall design and provide an UPS system to power all vital or code required Service Plaza equipment that needs to continue to be powered while the generator powers up during outages. Loads shall include (but not be limited to) emergency lighting and exit lighting, gas station equipment, and communication equipment. The Concessionaire shall review standards and perform a code analysis to determine any additional equipment that will be powered by emergency power.

Generator

Back-up power for each Service Plaza shall be provided by a generator. The fuel source for each site shall be determined by the Concessionaire for each site and shall be in accordance with all Contract Standards. Each generator shall be installed outdoors and in a WP enclosure and be provided with a critical silencer on the exhaust. If diesel engines are utilized, all fuel tanks shall be above grade with double walled tanks and sized for a minimum of 48 hours of run time at full load. The generator and fuel tank shall have a six foot metal fence and access gate surrounding them.

Grounding & Bonding

Grounding and bonding shall be designed and constructed in accordance with Article 250 of the NEC.

- The grounding shall consist of ground rods, ground rings, and concrete-encased electrodes.
- The ground rods shall be minimum 1" diameter by 10' long, copper clad steel.
- Additional ground rods shall be added when required to obtain appropriate resistance to ground.
- All underground connections shall be exothermic.
- Bonding to the fire and water service shall be included per NEC requirements

Feeder & Branch Circuit Configuration

Distribution equipment, feeders, and branch circuiting serving lighting and receptacles loads shall be separate from feeders and distribution equipment serving mechanical equipment loads and kitchen equipment.

- Feeders serving motor loads shall be sized and protected in accordance with applicable NEC requirements. Each motor shall be served by a dedicated overcurrent protective device in a distribution panel, variable frequency drive, or combination motor starter.
- Design of the electrical system shall be as such to limit voltage drop in feeder circuits below 2 percent. Concessionaire shall provide calculations to verify voltage drop.
- Design of the electrical system shall be as such to limit voltage drop in branch circuits below 3 percent. Concessionaire shall provide calculations to verify voltage drop.
- Lighting and receptacles for any area shall not be placed on the same branch circuit.
- The wiring for general receptacles shall be such that no more than (6) six duplex outlets shall be wired to a single circuit.
- The wiring for computer receptacles shall be such that no more than (4) four duplex outlets shall be wired to a single circuit.
- Branch circuits serving equipment shall be dedicated circuits. The circuit shall not be utilized to service receptacle loads.
- A minimum of (2) receptacles shall be installed in each office.

Wiring & Cabling

- All wiring shall be copper.
- Minimum wire size shall be No. 12 AWG for all power and lighting circuits.

- Secondary service conductors shall be copper and utilize XHHW-2 insulation.
- Feeders and large equipment circuits shall be copper and utilize XHHW-2 insulation.
- Branch Circuits shall be copper and utilize THWN-2 insulation.

Raceways

RGS shall be utilized where conduits are exposed to and subject to damage and/or moisture.

- EMT shall be utilized in interior spaces where conduits are exposed and not subject to damage and/or moisture.
- PVC Schedule 80 shall be utilized for underground conduit or conduit encased in concrete
- FMC shall be utilized in interior spaces for connections to transformers, machinery, and lighting whip.
- All wiring shall be installed in conduit.
- LFMC shall be used for flexible connections or as required in areas subject to moisture.

Wiring Devices

Sufficient NEMA 5-20R (parallel blade, 20 amperes, 120 volt) receptacles shall be provided.

- Outdoor HVAC equipment shall have GFCI receptacles provided to service in accordance with NEC 210.63.
- All receptacles installed outdoors shall be GFCI weather resistant 'WR' and shall be provided with weatherproof "in-use" covers.
- Receptacles for equipment with cords and plugs will be designed to accommodate product specifications.

Lighting Systems

- Lighting shall be LED.
- Building spaces illumination requirements shall be in accordance with MassDOT and as outlined in IES's The Lighting Handbook. For discrepancies between the two design standards, utilize the standard that provides the higher level of illumination.
- Indoor fixtures shall be 100 lumens/watt minimum.
- The Concessionaire shall provide to MassDOT for approval, photometric calculations showing the illumination levels for

each area of the project. Calculations shall be performed with an industry standard program such as iES32 or other program approved by MassDOT. Average to Minimum ratios shall not exceed a 4:1 ratio for each area.

Emergency Lighting Systems

Lighting inverter shall be provided for required spaces. The inverter shall provide power for the code required time period.

Lighting Controls

- Lighting controls must meet the codes and criteria identified in Section 1.2.2.
- Lighting controls systems shall not be:

  Proprietary/Single Source

  Wi-Fi-based
- Lighting controls shall be wall-mounted devices with local override.
- Lighting controls in break rooms & large toilet & restrooms shall be with ceiling-mounted devices with local override device(s).
- Outdoor lighting shall be photocell controlled
- Lighting controls in single-use toilet rooms shall be with a wall-mounted device with an override.

Design Drawings

The Concessionaire shall submit to MassDOT for Design Verification, 100% signed and sealed (by a registered P.E.) design drawings of all electrical work associated with the Service Plazas. The submittal package shall include revised/updated versions of the design drawings along with the following drawings:

Electrical Demolition & New Work Site Plan: Scaled plan view drawings showing surveyed ROW lines, existing roadways, existing underground Utilities, existing underground obstructions, new foundation locations (with dimensions to known points), new aerial lines, new pole locations, new underground duct banks, new surface-mounted conduits, and any existing aerial obstructions. Perform subsurface Utility investigation as required to identify underground Utilities and existing conduits, pipes, cables, etc.

Building Electrical plans: ¼ inch or 1/8-inch scaled plan drawings of each new building area, area showing at minimum new underground duct banks, handholes, manholes, foundations, surface-mounted

conduits, lighting, receptacles, panels, transformers, receptacles, outlets, and other new equipment. Demolition & New Work Single-Line Diagram: Plan that includes but is not limited to indicating point of connection to existing service, electrical wiring, conduit, and circuit breaker sizing. Electrical Schedules including Lighting Fixtures, Panels, Conduit, and Cable.

Design Specifications The Concessionaire shall submit to MassDOT for Design Verification 100% book specifications to support the Final Design drawings. The specifications shall list all equipment, cables, conduits, grounding, supports, switchgear, switchboard, panels, receptacles, light fixtures, switches, disconnect switches, lighting inverter, and installation methods to be used on the Service Plazas.

Design Calculations

The Design Professional shall submit detailed calculations to MassDOT for Conformance Review and Design Verification. Include all required design calculations verifying the design of the following elements of the power distribution system:

- Electrical load calculations for the building service and each individual transformer, panelboard, switchboard, switchgear, and other key pieces of electrical equipment.
- Lighting calculations showing each room/area
- Inverter sizing calculations
- Voltage drops calculations for all feeders and branch circuits exceeding 75' in length
- Arc-Flash calculations
- Short Circuit calculations
- Generator sizing calculations

4.10.4.8 **Fire Protection and Life Safety**

Applicable Codes and Standards

Without limitation, the following regulations, codes and standards are required for the fire protection and life safety systems.

1. 780 CMR, Tenth Edition of the Massachusetts State Building Code, including the following:

   (a) Amended International Building Code, 2021 Edition
   (b) Amended International Existing Building Code, 2021 Edition
   (c) Amended International Mechanical Code, 2021 Edition
   (d) Amended International Fire Code, 2021 Edition

2. 527 CMR 1.00 Massachusetts Comprehensive Fire Safety Code, Amended NFPA 1 – Fire Code, 2021 Edition

3. 527 CMR 12.00 Massachusetts Electrical Code (Effective 2/17/23), Amended NFPA 70 - National Electric Code, 2023 Edition

4. NFPA 10 - Standard for Portable Fire Extinguishers, 2022 Edition

5. NFPA 13 - Standard for the Installation of Sprinkler Systems, 2019 Edition

6. NFPA 17 – Standard for Dry Chemical Extinguishing Systems, 2024 Edition

7. NFPA 20 - Standard for the Installation of Stationary Pumps for Fire Protection, 2019 Edition

8. NFPA 24 - Standard for the Installation of Private Fire Service Mains and Their Appurtenances

9. NFPA 25 - Standard for the Inspection, Testing, And Maintenance of Water-Based Fire Protection Systems, 2023 Edition

10. NFPA 30 - Flammable and Combustible Liquids Code, 2021 Edition

11. NFPA 30A - Code for Motor Fuel Dispensing Facilities and Repair Garages

12. NFPA 72 - National Fire Alarm and Signaling Code®, 2019 Edition

13. NFPA 241 – Standard for Safeguarding Construction, Alteration, And Demolition Operations, 2023 Edition

14. NFPA 291 - Recommended Practice for Water Flow Testing and Marking of Hydrants, 2025 Edition

15. Boston Fire Prevention Code

16. Manufacturers' Installation Instructions

17. Underwriters Laboratories (UL) Listing Directory

18. FM Global Approval Guide for products only

Plaza Building Automatic Fire Sprinkler System

The Service Plaza buildings may be constructed as a mixed-use, non-separated occupancy consisting of Use Groups A, B, and M. A detailed code analysis shall be performed to determine whether the

Service Plaza buildings are required to be equipped throughout with automatic fire sprinkler protection in accordance with 780 CMR and 527 CMR 1.00. Design and construction shall comply with Applicable Law including, without limitation, MGL Ch. 148, Section 26G.

Where required, the automatic fire sprinkler system shall be designed, furnished, installed, tested, documented (as-built), and maintained in accordance with 780 CMR, NFPA 13, and NFPA 25. All sprinkler system components shall be UL Listed and FM Approved.

Fire Hydrant Water Flow Test

A hydraulic analysis shall be conducted to confirm that the available water supply is adequate to support the required fire protection systems. At the outset of the Project, a fire hydrant flow test shall be obtained or performed in accordance with NFPA 291.

The flow test results shall be used to verify the adequacy of the water supply for both fire hydrants and automatic sprinkler systems. If the available water supply is determined to be inadequate, additional fire protection infrastructure may be required, including:

- A new or upgraded private fire service main
- A fire pump
- A water storage tank

Where an existing public water main has insufficient water supply, it may be necessary to upgrade the main to a larger diameter to achieve the required fire protection water supply.

Service Plaza Fire Department Access

Fire department access for the Service Plazas shall be provided in accordance with 527 CMR 1.00 and shall be coordinated with the locations of fire hydrants and fire department connections (FDCs). All access arrangements shall be reviewed and approved by the local fire department.

Fire department access roads shall be designed to support required emergency vehicle live loads in accordance with 780 CMR, Chapter 16.

Private Fire Service Main

A new private fire service main, connected to the Utility water main, shall be provided to supply:

- Fire hydrants
- Automatic sprinkler systems

- Fire pumps
- Water storage tanks (if required)

The water supply shall be protected by backflow prevention in compliance with applicable water Utility cross-connection control requirements. The private fire service main shall be designed, furnished, installed, tested, documented (as-built), and maintained in accordance with 780 CMR, 527 CMR 1.00, NFPA 24, and NFPA 25.

Acceptable piping materials may include cement-lined ductile iron pipe or HDPE, as permitted by the water Utility standards.

Fire Pump and Water Storage Tank

Where required by the hydraulic analysis, a fire pump shall be provided and shall be designed, furnished, installed, tested, documented (as-built), and maintained in accordance with:

- 780 CMR
- 527 CMR 1.00
- NFPA 20
- NFPA 70, Article 695
- NFPA 25

The fire pump, controller, and automatic transfer switch (ATS), where applicable, shall be UL Listed and FM Approved.

If a water storage tank is required, it shall be designed, furnished, installed, tested, documented (as-built), and maintained in accordance with Applicable Law, including without limitation, 780 CMR, 527 CMR 1.00, and NFPA 22, and shall be FM Approved.

A jockey pump and controller shall be provided in accordance with NFPA 20. Where the electric power supply is determined to be unreliable, a diesel engine-driven fire pump shall be provided in accordance with NFPA 20, or the electric fire pump shall be supplied by an emergency diesel generator.

Transformer Fire Protection

Transformer fire protection shall be provided to limit the potential for fire spread, explosion, environmental damage, and interruption of critical electrical service. Transformer fire protection features shall be designed based on transformer type, insulating medium, size (kVA/MVA), location (indoor or outdoor), and proximity to buildings, equipment, and public ways.

All fire protection measures shall comply with applicable provisions of 780 CMR, 527 CMR 1.00, NFPA 70 and NFPA 850 and shall be subject to approval by the Authority(ies) Having Jurisdiction (AHJ).

Commercial Kitchen Hoods Fire Protection

Commercial kitchen hoods shall be protected by automatic dry chemical fire extinguishing systems in accordance with 527 CMR 1.00 and NFPA 17.

Fuel Dispensing Stations

Fuel dispensing stations shall be provided with fire protection features in accordance with 527 CMR 1.00 and NFPA 30A. The fuel dispensing stations shall be protected with automatic dry chemical fire extinguishing system. The dry chemical fire extinguishing systems shall be designed, furnished, installed, tested, as-built and maintained in accordance with 780 CMR, 527 CMR 1.00, NFPA 17 and NFPA 25.

Underground Fuel Tanks

Underground fuel storage tanks, associated piping, and dispensing equipment shall comply with 527 CMR 1.00 and NFPA 30.

Portable Fire Extinguishers

The Service Plaza buildings and dispensing stations shall be equipped with portable fire extinguishers in accordance with 527 CMR 1.00 and NFPA 10.

4.10.4.9 Fire Alarm, Fire Detection and Notification Systems

The Service Plazas shall be equipped with a fire alarm smoke detection and notification system per the currently adopted fire code.

Accordingly, the complete fire alarm system is proposed for demolition and replacement with a new, fully addressable fire alarm and occupant notification system designed in compliance with current code requirements.

System Architecture

The new fire alarm system shall:

- Be electrically supervised.
- Include an addressable fire alarm control panel (FACP) capable of identifying alarm, supervisory, and trouble signals by individual device address and location.

- Be nonproprietary, allowing competitive service, parts availability, and longterm maintainability.

Monitoring Requirements

NFPA 72 requires two (2) independent telephone circuit connections upstream of any PBX serving the protected premises. The latest edition of NFPA 72 also permits approved alternative communication technologies, including:

- VOIP service from a commercial carrier (not a PBX)
- A single cellular mobile communications device listed for fire alarm transmission

The fire alarm designer shall coordinate with:

- An NFPA 72 and UL listed central station monitoring company
- The MassDOT Communications Center for required system interfaces

Initiating Devices

The design will incorporate, at minimum, the following initiating devices:

- Manual fire alarm pull stations
- Area smoke detectors (photoelectric type)
- Duct smoke detectors (ionization or photoelectric per IMC requirements)
- Heat detectors where required
- Waterflow switches
- Pressure switches
- Supervisory Switches: Control valves (OS&Y, PIV, PRV, sectional, floor control valves, low air (if dry), low temperature (as needed),
- Fire pump signals

Smoke Detection

- All smoke detectors shall be installed per NFPA 72 and the manufacturer's published listings.
- Photoelectric smoke detectors shall include a functional test circuit capable of simulating an acceptable smoke level without requiring actual smoke introduction.

- Remote test and reset capability shall be provided for detectors not readily accessible from floor level.

Duct Smoke Detectors

- Duct detectors shall comply with NFPA 72 and the Massachusetts Mechanical Code and manufacturer installation requirements.
- All detectors shall operate at 24 VDC and include remote test/reset capability.

Notification Appliances

Occupant notification shall be provided by speaker/strobe combination appliances installed throughout the Service Plazas. Notification appliance placement shall achieve:

- Required audibility, intelligibility, and visibility per NFPA 72
- Proper synchronization of all visual appliances
- Emergency Microphone at the FACU/fire command center.

Manual Pull Stations

- Required at every egress doorway to the public way and at main exits from assembly spaces, mounted 42–48 in. AFF, and within 5 ft of egress doors
- Pull stations shall be rugged diecast metal, semiflush mounted.
- Each station shall connect to a fourwire faulttolerant initiating circuit through an intelligent monitor module.
- Each station shall be addressable.

Monitor Modules

- Provide an addressable input for normally open or normally closed devices and ancillary lifesafety systems.
- Include a supervised initiating circuit supporting twowire or fourwire configurations.
- Incorporate an LED that blinks during polling and latches on activation.
- Mount in a standard 4" x 4" deep electrical box.

Control Modules

- Provide addressable control for functions such as HVAC shutdown and other lifesafety interfaces.

- Include a 24VDC powered SPDT FormC relay rated at 2A @ 28 VDC.
- Incorporate blinking and latched LED functionality similar to monitor modules.
- Mount in a standard 4" x 4" deep electrical box.

System Communication and Reporting

The fire alarm system shall connect to a UL 827 listed central station (dual path: cellular/IP or phone/IP) per NFPA 72**.**The FACP shall report alarm, supervisory, and trouble signals including point-specific information to the MassDOT off-site monitoring facility, in accordance with NFPA 72.

The system must also communicate the status of:

- Fire Protection systems integrated into the fire alarm system
- Lifesafety and emergency response systems and operations

Capacity and Future Expansion

- Initiating device and notification circuits shall be designed with ≥ 30% spare capacity.
- Fire alarm control panels and subpanels shall include ≥ 25% spare capacity for each circuit type.

Cabling and Conduit

- All initiating and notification appliance circuits shall be installed in dedicated conduits, supervised for faults and shorts per NFPA 72.
- Circuit survivability shall be provided in accordance with NFPA 72.
- Power circuit shall be provided with surge protection modules.
- Fire alarm circuits entering or exiting a building shall be provide with surge suppression modules.
- EMT conduit shall be minimum 1 inch unless otherwise permitted.
- Flexible conduits, junction boxes, and mounting hardware shall be installed to maintain continuous equipment grounding.

Fire Protection and Life Safety Design Calculations

The following calculations are required for fire protection and life safety systems:

- Yard Fire Hydrant Flow Analysis calculations.
- Automatic sprinkler system hydraulic calculations
- Fixed dry chemical fire extinguishing system pipe size calculations
- Hazmat Storage analysis calculations
- Fire alarm voltage drop calculations
- Fire alarm battery size calculations

4.10.4.10 **Information Technology Systems**

The Telecommunication distribution design for each Service Plaza must provide reliable distribution to and throughout each Service Plaza with a configuration that will allow for concurrent maintenance of essential telecommunication equipment without interruption during scheduled and preventative maintenance.

The Telecommunication design must comply with the applicable nationally recognized codes and standards described herein and meet all MassDOT specific Project requirements.

The design shall include, but not be limited to, outside plant (OSP) design, Medium Distribution Frame (MDF) and Telecommunications Room (TR) design, backbone cable pathway design, and horizontal cable pathway design and distribution to individual data cabling locations.

The Telecommunications distribution design shall be developed by a certified Registered Communications Distribution Designer (RCDD).

All designs, equipment, materials, schedule, security procedures, testing procedures, installation plans, and any other items which MassDOT considers related must be approved by MassDOT during Design Development.

Building Industry Consulting Service International (BICSI) standards for installing telecommunications cables, pathways, and components must be followed.

<u>Specific EZ Pass IT Requirements:</u>

Lee:

- Internet – Broadband primary and Starlink as a backup. Static IPs. Minimum of 100Mb Up/Down bandwidth. (TransCore to procure & manage)
- 12U 19" enclosed rack. APC Netshelter SX or similar

- Network Drops for 3 PCs, 2 VOIP phones, 2 Printers, & 2 Qless queue devices
- One 1500 VA UPS (Not to exceed 6U in height)
- Five 600 VA UPS (APC Model BE600M1 or similar)
- Security System

Ludlow:

- Internet – Broadband primary and Starlink as a backup. Static IPs. Minimum of 100Mb Up/Down bandwidth. (TransCore to procure & manage)
- 12U 19" enclosed rack. APC Netshelter SX or similar
- Network Drops for 5 PCs, 2 VOIP phones, 2 Printers, & 2 Qless queue devices
- One 1500 VA UPS (Not to exceed 6U in height)
- Seven 600 VA UPS (APC Model BE600M1 or similar)
- Security System

4.10.4.11 Audiovisual (AV) Systems

This section provides and defines the requirements for the audiovisual (AV) systems and related infrastructure for the public, non-Sublessee areas of the Service Plazas. Audiovisual (AV) systems are an integrated combination of hardware and software designed to capture, process, transmit, and display audio and video content for the enhancement of communication. These include:

- Digital Signage Systems
- Public Address Systems

AV infrastructure includes:

- Low-voltage AV pathway infrastructure including conduit, backboxes, junction boxes, cable trays, and other pathways and devices related to the AV systems
- Architectural supports including blocking in walls (including horizontal and vertical pieces of wood; plywood; and sheet metal straps) related to the mounting of AV equipment
- AV-specific supports and ceiling mounted assemblies including Unistrut, threaded rod, anchors, safety wires, and J-hooks related to the mounting of AV equipment and cabling
- Telecommunications requirements including network structured cabling, patch panels, faceplates and related infrastructure to support AV systems connectivity to the enterprise network

- Power and related electrical requirements to support the AV systems
- Mechanical requirements to support the AV systems

Provide safe and code mandated clearances at AV equipment, enclosures, and other devices requiring operation and maintenance.

Digital Signage System

Provide accommodations for wall-mounted, ceiling-mounted, and kiosk displays at critical locations within the Service Plazas for communications and distribution of dynamic content.

The digital signage system shall be connected to the MassDOT network for remote management.

Public Address System

Provide a network-based public address system capable of background music and recall of prerecorded announcements.

Provide public address loudspeakers.

Provide paging system controller and amplifier. Locate rack in a secure MassDOT telecommunications room. The public address system controller shall be connected to the MassDOT network for remote management.

Connect the public address system to the notification system. The public address system shall power down during an event to prioritize emergency messages and allow notifications to be heard. Refer to NFPA 72 and local fire codes.

AV Systems Conduits & Pathways

EMT (electrical metallic tubing) conduit must be provided to route AV cabling to system devices. Flexible conduit is not acceptable.

Conduit systems and cabling routed in the ceiling must maintain required physical and electrical separation from all other non-AV cabling to avoid induced noise and signal interference.

Conduit sizing, conduit run lengths, junction and pull box requirement and sizing, and conduit bend calculations must comply with the National Electric Code (NEC).

To facilitate pulling of AV cabling, at a minimum, one pull box for every 100 feet of straight conduit run and one pull box after two 90-degree bends must be provided.

Conduit bends must be sweeps to maintain proper cable bend radius.

Conduits to be deburred, fitted with bushings, and be provided with pullstrings.

Provide continuous conduit runs for all interconnecting AV junction boxes within the same room.

Conduit penetrations and sleeve openings must be fireproofed in compliance with applicable codes and regulations.

AV cables must be supported from the building structure by J-hooks when not in conduit or cable tray. Cables transitioning from cable tray to conduit spanning more than 3 feet must be supported.

Provide cable J-hooks at 4-to-5-foot intervals wherever conduit or cable tray is not present. Load supports as recommended by manufacturer. Do not support cable from the ceiling system or other trades.

Install J-hooks at a minimum of 3 inches above ceiling tiles, support channels, vertical supports and other components on the suspended ceiling, and at 6 inches where sufficient space is available. Cables must not come in contact with the ceiling or ceiling components.

AV Equipment Installation Heights

In accordance with the ADA requirements, objects (including AV equipment) mounted between 27 inches and 80 inches above the finished floor must not protrude more than 4 inches from the wall surface.

AV user interfaces, including button panels and touch panels, must be installed above the finished floor in accordance with ADA forward reach and side reach accessibility requirements.

Telecommunications Requirements for AV Systems

Appropriate pathways and termination boxes must be provided to allow for base-building telecommunications structured cabling to be connected to AV systems as needed.

Electrical Requirements for AV Systems

Electrical circuits serving an AV system must be on the same electrical phase to minimize potential grounding and signal interference issues.

AV circuits must not share the same electrical phase as lighting, microwave ovens, compressors, electric motors, or similar devices with high current draw or noise induction potential.

Coordinate all electrical requirements including all loads, number of circuits, locations, and receptacle types.

Structural Requirements for AV Systems

Appropriate structural accommodation must be provided to support all elements of the AV systems. Attain the stamped approval of a structural Design Professional for equipment that is attached in a manner or location that could impact the integrity of the building structure or cause personal injury.

Mechanical Requirements for AV Systems

Provide sufficient heat rejection to accommodate the load generated by the AV equipment installed within the space.

4.10.5 Drawings and Calculations

The Concessionaire shall submit drawings, calculations, and specifications. All Design Submittals shall conform to the verified Quality Management Plan (QMP) submitted by the Concessionaire. These documents will be reviewed for conformance by MassDOT and comments returned for response and implementation where required. An Issued for Construction Design Document submittal will then be required, consisting of updated calculations, plans and specifications, stamped by a Design Professional. Construction Work will be allowed to proceed on a conditional basis prior to the submission of the Final Design documents in accordance with Section 4.6 of Appendix E.

Drawings for all structures shall be in accordance with the Division of Capital Asset Management and Maintenance (DCAMM) standards, details and title blocks (https://www.mass.gov/info-details/dcamm-construction-and-design-user-guides-manuals-and-standards). Internal quality control checks and documentation shall be outlined in the Concessionaire's Technical Proposal as part of Design Quality Control Process.

4.10.6 Materials and Samples

All construction materials shall be in accordance with the Standard Specifications and the Qualified Construction Materials List as maintained by MassDOT's Research and Materials Section. Traffic materials shall be in accordance with the Standard Specifications and the Qualified Traffic Control Equipment list as maintained by MassDOT's Traffic Section.

4.11 RETAINING WALLS

The Concessionaire shall assess, document, and ensure the structural stability of all existing retaining walls within the Service Plazas. Work shall include evaluation, reporting, and implementation of corrective measures to maintain safe, durable, and

code -compliant conditions. All new and refurbished walls shall meet the following retaining wall Design Criteria.

4.11.1 Retaining Wall Design Criteria

As shown on the BTC mechanically stabilized earth (MSE) retaining walls and other approved wall systems are proposed to support site grading and earth embankments.

1. Accepted wall types to be used are: mechanically stabilized earth (MSE) walls, soil nail walls, prefabricated modular walls, soldier pile and lagging walls, conventional gravity walls and cantilever walls.

2. Final retaining wall design for all walls shall be completed by the Concessionaire in accordance with AASHTO Section 11 for both internal (structural) stability and external stability (including sliding, overturning, bearing resistance, settlement, and short-term and long-term overall stability) for each of the wall structures. For all walls in excess of four feet in height, the Final Design calculations shall be performed by the specialty wall designer, stamped by a Design Professional.

3. Wall embedment shall be based on wall type but shall be a minimum of 4 feet below ground surface, or deeper if needed to satisfy external stability requirements, unless found on bedrock. The Concessionaire shall consult wall manufacturers and standard design guides for embedment depths.

4. The Concessionaire shall use the same wall type within a continuous stretch of wall. Concessionaire shall provide continuity of wall appearance within each Service Plaza for aesthetic continuity.

5. In locations where existing and proposed Utilities are located, the Concessionaire shall coordinate with the Utility Owner prior to selecting a wall type in order to accommodate the potential for any Utility openings or supports on the walls or any external reinforcements/straps/anchors.

6. Wall drains shall be determined by the Concessionaire based on wall type and shall conform to the wall manufacturer's specifications if a proprietary wall system is used.

7. The Concessionaire must maintain roadway drainage throughout construction of the retaining walls for all walls spanning over or adjacent to waterways (culverts, streams, rivers, ponds, etc.) to assure no untreated drainage enters the waterways

8. For internally reinforced walls, such as MSE walls, only inextensible reinforcement will be permitted for any wall supporting a roadway or site load.

4.11.2 Mechanically Stabilized Earth (MSE) Walls

Hot dip galvanized steel soil reinforcement is required for MSE wall systems unless approved otherwise by MassDOT. Architectural precast concrete facing panels supported on cast-in-place concrete leveling pads shall be provided. A demarking membrane barrier shall be placed below the road base and just above the first layer of soil reinforcement to prevent surface water infiltration and associated seepage forces. Utilities must not be located within the zone of reinforcement for the walls. The design of the MSE wall system must meet the differential settlement requirements indicated in AASHTO Section 11.10.4.1. or as otherwise required by the proprietary MSE wall manufacturer, whichever is more stringent.

Soils proposed for reuse in MSE wall reinforcing zones shall be classified as non-corrosive and tested in accordance with AASHTO T 289 I for pH, AASHTO T 288 I for resistivity, AASHTO T 921 I for chlorides and AASHTO T 290 I for sulfates. Soils shall typically be considered non-aggressive if they meet the criteria set out in AASHTO Section 11.10.6.4.2a. and meet the graduation requirements with the maximum of 15% of fines.

Safety against structural failure must be evaluated with respect to pullout and rupture of reinforcement using the methods described in the AASHTO LRFD Bridge Design Specifications.

4.12 UNDERGROUND STORAGE TANKS AND FUELING SYSTEMS

4.12.1.1 Replacement of Underground Storage Tanks

The Concessionaire shall replace the existing petroleum (gasoline, diesel, and E85) Underground Storage Tanks (USTs, Group 3: 24) at the Service Plazas. The inventory of the existing USTs and dispensing systems is presented below. The Concessionaire shall replace the USTs in order of priority listed, with 24 of the 24 USTs requiring replacement within the first 5 years following the Commencement Date. The USTs must be replaced within the first 5 years following the Commencement Date. All new tanks shall be double-wall with interstitial monitoring and shall conform to Massachusetts Regulations 310 CMR 80.00.

Western Turnpike

	MassDOT Service Plazas - UST Replacement Priority List							
	AECOM	**March 2026**						
Priority #	**Site ID / Location**	**MassDEP UST Facility ID**	**Gasoline (gallons)**	**Install Date**	**Diesel (gallons)**	**Install Date**	**Dispensers (number / install date)**	**Recommendations**
1	2W, Blandford West	7006	12000	1991			8	Priority - Replace 3 gasoline USTs and 1 Diesel UST (35 years old). Public water supply area.
			10000	1991			2017	
			6000	1991				
					10000	1991	7	

	MassDOT Service Plazas - UST Replacement Priority List							
	AECOM	**March 2026**						
Priority #	**Site ID / Location**	**MassDEP UST Facility ID**	**Gasoline (gallons)**	**Install Date**	**Diesel (gallons)**	**Install Date**	**Dispensers (number / install date)**	**Recommendations**
							2019	
	Tanks/volume	4	28000		10000			
2	2E, Blandford East	7005	12000	1991			8	Priority - Replace 3 gasoline USTs and 1 Diesel UST (35 years old). Public water supply area.
			10000	1991			2017	
			6000	1991				
					10000	1991	7	
							2019	
	Tanks/volume	4	28000		10000			
3	3E, Ludlow East	7350	12000	1991			12	Priority - Replace 3 gasoline USTs and 1 Diesel UST (35 years old).
			10000	1991			2017	
			10000	1991				
					6000	1991	7	
							2019	
	Tanks/volume	4	32000		6000			
4	4W, Ludlow West	7349	12000	1991			12	Priority - Replace 3 gasoline USTs and 1 Diesel UST (35 years old).
			10000	1991			2017	
			10000	1991				
					6000	1991	7	
							2019	
	Tanks/volume	4	32000		6000			
5	1E, Lee East	30060	12000	1991			12	Priority - Replace 3 gasoline USTs and 1 Diesel UST (35 years old).
			10000	1991			2017	
			10000	1991				
					6000	1991	7	

	MassDOT Service Plazas - UST Replacement Priority List							
	AECOM	**March 2026**						
Priority #	**Site ID / Location**	**MassDEP UST Facility ID**	**Gasoline (gallons)**	**Install Date**	**Diesel (gallons)**	**Install Date**	**Dispensers (number / install date)**	**Recommendations**
							2019	
	Tanks/volume	4	32000		6000			
6	1W, Lee West	30059	12000	1991			8	Priority - Replace 3 gasoline USTs and 1 Diesel UST (35 years old).
			10000	1991			2017	
			10000	1991				
					6000	1991	5	
							2019	
	Tanks/volume	4	32000		6000			
	Total # of Tanks (volume)	**24**	**184000**	**gasoline**	**44000**	**diesel**		
	* - Split tank gasoline / diesel							
	** - E85 Ethanol / Gasoline							
	^ - not in use							

For each UST site, the Concessionaire shall provide MassDOT with a UST Replacement Plan (or UST Installation plan for new UST sites, or any sites where the USTs were removed by the prior Concessionaire). Details to be provided with the plan for MassDOT Conformance Review and Design Verification shall consist of:

- Capacity, dimensions, and materials of each tank
- Site plan showing staging areas, Limits of Work, and protection measures
- Schedule with timeline and duration of Construction Work
- Traffic management (identifying impacts to Service Plaza traffic patterns, parking, vehicular barriers)

- Fueling system management, identifying temporary fueling systems and tanks while systems are out of use and the estimated duration of temporary use
- Integration plan for new USTs to connect piping to dispensers, and connect to remote monitoring systems and controls
- Waste management, re-use, recycling, and disposal
- Logistics and safety measures and controls for construction workers, Service Plaza patrons, and drivers
- Environmental monitoring and controls (including sampling of soils and groundwater)
- Qualifications of Concessionaire Persons and the LSP

The UST Replacement plans shall include information on the sampling required during the removal of the existing USTs under Massachusetts Regulations 310 CMR 80.43. The sampling shall be done under the supervision of an LSP.

All aspects of the UST Replacement Plan shall comply with the Standard Specifications (including: 7.02.A.2: Construction Dust Control, 7.10.A: Temporary Traffic Control plans, Subsection 7.13: Protection and Restoration of Property, and all other applicable sections). The UST Replacement Plan shall be verified by MassDOT prior to commencement of the replacement Construction Work by the Concessionaire. All tank replacement Construction Work shall also conform to all applicable Contract Standards. This includes, but is not limited to, MassDOT Special Provision Item 185.1 for UST Removals, attached to Appendix J. All Construction Work associated with the UST Replacement program, including excavation of contaminated soils, dewatering, soil sampling, etc., must comply with MassDOT Special Provisions. See Appendix J and Special Provisions attached thereto.

When siting the new and replacement UST locations, the Concessionaire shall consider the need for daily access to the tanks for monitoring as well as tanker access for filling the tanks. Portions of the tanks may be located under grass areas, but access to the tanks during periods of snow accumulation must be provided for routine operations and monitoring. Siting the fill ports for ease and safety of tanker access must be considered as well as provisions for spill containment and control. It may be feasible at some Service Plazas to site the new tanks immediately adjacent to the existing tanks to minimize the duration for the transfer of operations from the old tank to the new tank. At other Service Plazas there may be space limitations that conflict with this approach and temporary fueling systems may be required to maintain retail operations.

For the removal of the existing USTs, the Concessionaire shall assume that all soil and aggregate materials within the backfill for the existing USTs are contaminated and will require proper off-site disposal. The siting of the new USTs shall include new clean backfill meeting UST construction and installation specifications. Environmental Relief Conditions are governed by other applicable provisions of the Lease, including Article 11, Article 17, and Appendix J.

As-Built plans shall be provided to MassDOT for Conformance Review and Design Verification within 20 days of the completion of the UST replacement at each site and shall consist of a site plan stamped by a Design Professional as well as the sampling results report prepared by the Concessionaire's LSP. The As-Built plans shall further conform to 310 CMR 80.16.

4.12.1.2 Operation and Maintenance of Tanks, Fueling, and Dispensing Systems

The Concessionaire shall be responsible for the operation, maintenance, repair, and control of the fuel storage, dispensing, monitoring, and control systems at each of the Service Plazas in conformance with 310 CMR 80.00. This includes but is not limited to gasoline, diesel, and hybrid fuel storage tanks, dispensing pumps and controls, leak detection systems, fire suppression systems, and all other components of the fueling systems. The Operations and Maintenance plans shall further include but not be limited to the systems monitoring, periodic inspections, record keeping, and Concessionaire training requirements.

The Concessionaire shall conduct all required monitoring of the fueling systems, including leak detection systems. The Concessionaire shall immediately notify MassDOT of any leaks, as well as MassDEP within the timeframes specified in 310 CMR 40.00. The Concessionaire shall conduct all necessary response actions for any releases identified during the performance of the Lease.

The Concessionaire shall immediately repair any components of the fueling system. This includes damage caused by others.

For fueling system fire suppression systems, the Concessionaire shall not use materials containing PFAS. This prohibition applies to all other components of the USTs, Fueling, Dispensing, and Monitoring Systems.

4.13 SITE DRAINAGE DESIGN

4.13.1 Objectives

The Concessionaire shall provide well-drained Service Plazas and a safe environment for those that use and maintain the Service Plazas. The design and construction of all drainage structures and appurtenances shall adequately address

functionality, durability, ease of maintenance, maintenance access, safety, aesthetics, and protection against vandalism. In fulfilling the requirements for drainage design and construction, the Concessionaire shall fulfill both the requirements related to drainage features or systems and other required design elements on the Project.

The Concessionaire is responsible for the functioning stormwater management system within the Service Plaza, and for ensuring the Concessionaire's Construction Work and activities do not have a detrimental effect on adjacent or other stormwater management facilities. The Concessionaire shall maintain and repair drainage features for the duration of the Lease.

The Concessionaire shall be aware of and fully comply with "Stormwater Requirements" including Federal, State, and local Laws related to drainage design including the requirements of the 2003 National Pollutant Discharge Elimination System ("NPDES") General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewers (MS4) and the anticipated [2026] Administrative Order on Consent (AOC) between EPA and MassDOT, the terms of which: (i) integrate certain requirements from the 2016 NPDES MS4 permits; and (ii) are not yet final, but will be final before execution of any lease at service plazas.

The Concessionaire shall, at a minimum, comply with the following requirements:

Stormwater Management System Mapping

Provide a map of the stormwater management system within the leased area, including, but not limited to:

- Stormwater discharge points (e.g., outfalls, swale ends, etc.)
- Incoming or outgoing interconnections to the leased area's drainage system
- Drainage inlets
- Conveyances (e.g., piping, drainage swales)
- Drainage manholes
- Stormwater control measures (SCMs) (e.g., surface/subsurface basins, water quality treatment devices)
- Catchment delineations to outfalls draining the leased area

The map shall denote type and material of these assets as well as provide a numbering system for the inlets and stormwater control measures, at a minimum.

Operations and Maintenance

The Concessionaire shall inspect all inlets within the leased area quarterly and clean each inlet based on the results of the inspection. Inspection results shall include:

- Inlet numbering (based on Stormwater Management System Mapping)
- Grate clogged
- Overall Condition
- Sediment level before cleaning (e.g., sump less than half full, sump half full, sump full, structure completely full)

- Signs of contamination (i.e., signs of non-stormwater input)
  - If signs of contamination are found the Concessionaire shall report this to the MassDOT Stormwater Unit at the email address listed in the annual reporting section of these requirements within 30 days of identification.
- Date of the last rain
- Inspector name/affiliation
- Inspection date
- Photo documentation of inlet on date of inspection

An inlet requires cleaning when the inspection results indicate that the sump of the structure is 50% or more full.

The Concessionaire shall inspect any SCMs (e.g., surface/subsurface basins, water quality treatment devices) on an annual basis to ensure that the stormwater control measure is functioning as intended. The inspection should include information on:

- SCM numbering (based on Stormwater Management System Mapping)
- Overall Condition
- Debris, sediment and erosion levels
- Trash accumulation
- If structures need repair/rebuilding/replacing
- Vegetation health
- Presence of nuisance woody vegetation
- Presence of standing water
- Date of the last rain
- Inspector name/affiliation
- Inspection date
- Photo documentation of SCM on date of inspection

The Concessionaire shall perform and document annual routine maintenance measures for SCMs such as mowing, sediment and trash removal, and other regular maintenance necessary to ensure functionality of the SCM.

The Concessionaire shall perform and document non-routine maintenance for SCMs, as a result of inspection results.

<u>Annual Reporting</u>

The Concessionaire shall submit a report annually to MassDOT's Stormwater Unit by January 30th of each year for the duration of the lease agreement. The annual report shall contain information regarding activities of the previous calendar year and at a minimum, include the following:

- Map of the stormwater drainage system, including any changes since the previous annual report's stormwater drainage system map
- Inlet and SCM inspection records
- Summary of inlet and SCM maintenance actions

Reports shall be submitted to MassDOT's Stormwater Unit and can be submitted to

the following address:

Massachusetts Department of Transportation Highway Division
Environmental Services
10 Park Plaza, Rm 7360
Boston, MA 02116

MassDOTEnvironmental@dot.state.ma.us

The Concessionaire is also responsible for all applicable Governmental Approvals, including Environmental Approvals, and shall design and construct the Service Plazas such that there will be no material adverse effects on adjacent properties or drainage systems.

The pipe network layout shown in the BTC presents a conceptual layout of structures intended to maintain existing drainage patterns, replace existing pipes, drain pavement areas, provide a treatment train of stormwater control measures and best management practices to mitigate the impact of the increase in impervious cover created by the Project. It is preferable for stormwater management practices to use above ground infiltration practices for ease of maintenance (for example, infiltration basin versus underground infiltration chambers). The Concessionaire shall prepare a final drainage design in compliance with New Development as defined by the WPA, Contract Standards, including the PDDG, and Project permits. The stormwater control measures have been conceptually designed to maximize the use of upland areas within the Service Plazas and only use underground structural infiltration measures when no practicable alternative exists.

4.13.2 General

The Concessionaire shall be responsible for the Design, including locating, sizing, and constructing of all temporary and permanent stormwater facilities. The Design shall comply with the Stormwater Requirements. The Concessionaire shall design and install temporary and permanent stormwater facilities, perform a gutter flow analysis and address existing deficiencies within the Service Plazas.

The Design Documents shall include, but not be limited to, the following:

- Stormwater Management Plan (SMP)
- Stormwater catchment plans for pre and post development areas including cover descriptions, soil types and hydrologic soil groups and time of concentration for each catchment with design points labeled.
- Stormwater Management Report showing compliance with MassDEP Stormwater Management Standards.
- Deep hole pits and corresponding soil logs as performed by a Massachusetts Soil Evaluator including test pit location, estimated seasonal high groundwater and soil textures.
- Supporting calculations and analysis including mounding calculations if necessary.

- Operation and Maintenance plan for the stormwater management system, prepared in accordance with MassDEP Stormwater Management Standards. The plan shall identify best management practices, including inspection frequencies and maintenance activities. The plan shall also address pavement sweeping, sediment and debris removal, and management of landscape materials to minimize pollutant runoff.

    - Provide Long Term Pollution Prevention Plan. This includes litter pick-up, routine inspection for stormwater BMPs, maintenance of landscaped areas, snow and ice management, and record keeping.

- Grading and Stormwater plans depicting site grading; rims and inverts of drainage structures; and drainpipe sizes, material, and slopes. Proposed grading to be detailed with both proposed contours and spot grades as necessary to show flow paths.
- Plans and details of all stormwater management Best Management Practices (BMPs) designed in conformance with the Stormwater Requirements. Plan and profile views for all above ground basins and underground infiltration shall be provided to detail elevations and dimensions of each pond.
- Erosion and sediment control plans
- Final Stormwater Management plan
- Stormwater Pollution Prevention Plan (SWPPP) Construction Period Pollution Prevention plan (CP/PP)
- Construction Staging Stormwater Management plans (for each stage).

All drainage systems shall be designed to avoid objectionable backwater or excessive velocities which may adversely affect structure and embankment stability, adjacent property, existing storm drain facilities, natural drainage courses, or floodplain limits. The Concessionaire shall address existing deficiencies in the stormwater collection within the Service Plazas to eliminate standing water in low areas, either through re-grading or through the addition of catch basins or other inlet devices. Any new catch basins as well as existing catch basins within the Limits of Work shall be equipped with standard grates and frames conforming to the MassDOT Construction Standard Details and as specified in Engineering Directive E-16-003. Any new catch basins shall also be fitted with hoods and deep sump basins as defined by the Stormwater Requirements

The drainage systems for the Project shall accommodate the drainage runoff and off-site runoff from property within the Service Plazas and those areas outside the Service Plazas that flow to or through the Service Plazas. The Design Documents shall include provisions for maintenance access in accordance with the requirements and recommendations of MassDOT, MassDEP, local Governmental Authorities, and Applicable Law.

The drainage system improvements shall comply with the Stormwater Requirements and shall include Best Management Practices (BMPs) which are means to reduce and minimize impact to natural resources during construction and maintenance. The Concessionaire shall identify and prepare individual drainage

reports and plans for any and all stormwater drainage systems affected by the Redevelopment Work and Permitted Capital Improvement Work. The scope of the stormwater management design shall satisfy the requirements of Applicable Law.

Stormwater design shall be performed in accordance with Stormwater Requirements or as approved by MassDOT.

4.13.3 Temporary Drainage Structures

The Concessionaire is responsible for the design, construction, and maintenance of all temporary drainage components that will be required through the various stages of the Project. Several areas of the Service Plazas will require temporary stormwater controls in order to manage stormwater runoff and provide erosion and sediment control during the Construction Work. This includes measures to prevent stormwater runoff spread conditions in travelled ways.

All drainage manholes, storm drains, and other structures exposed to live traffic are to be sufficiently rated for traffic loading and restrained from dislodgment. All structures to be adjusted shall have new castings that shall comply with MassDOT engineering and policy directives as noted above. Existing manholes castings within the traveled way as defined per MassDOT Directive shall be replaced with new castings with bolted covers.

4.13.4 Approach to Compliance with Stormwater Management Policy

The Redevelopment Improvements and Permitted Capital Improvements shall meet the Stormwater Requirements. The goal of these standards is to address concerns relative to the quality and quantity of the discharge to wetlands or waters in the Commonwealth of Massachusetts, control flooding and maintain groundwater quality and levels. These conditions are achieved by improving the existing conditions regarding the peak rates of runoff, groundwater recharge, and water quality treatment. The Project shall incorporate water quality improvements to the maximum extent practicable, as defined by the Stormwater Requirements. The stormwater improvements proposed by the Concessionaire shall provide water quality improvements as defined in the Stormwater Requirements to mitigate the impervious portions of the Service Plazas. Water quality improvements in the BTC include deep sump hooded catch basins, the construction of infiltration basins both above and underground, if necessary, swales, and water quality structures as required by in the Stormwater Requirements. Deep hole test pits shall be performed by a Massachusetts Certified Soil Evaluator as directed by MassDOT to determine estimated seasonal high groundwater and soil texture within any proposed infiltration practice as required by the Stormwater Requirements.

The Concessionaire's Design Documents shall be completed to thoroughly document that stormwater runoff from the Project complies with the Contract Standards.

4.13.5 Stormwater Management Plan

The BTC provides limited information for management of stormwater. The information, findings, and summaries identified in the BTC are developed to a conceptual level to depict the feasibility of a compliant stormwater design and support the environmental planning process. The BTC does not reflect a complete engineering design.

The Concessionaire shall prepare a Stormwater Management Plan (SMP).As a result, the SCMs to be used shall address the overall drainage, stormwater runoff management, water quality, floodplain impacts, groundwater impacts and associated environmental and mitigation measures. The SMP for the Project shall comply with the National Pollutant Discharge Elimination System (NPDES) permit requirements and the Stormwater Requirements. All changes will require permit modifications and must be approved by all Authorities Having Jurisdiction, including MassDOT, the local conservation commission, and MassDEP for locations that are subject to the Wetlands Protection Act. In addition, all negative impacts to any environmental resources that may require added mitigation must be communicated to MassDOT and the local conservation commission and DEP for review and approval.

The SMP shall include a Stormwater Management Report that documents how the proposed stormwater management design meets the Contract Standards. The SMP shall include supporting calculation, soil evaluation results and analysis. Following the Design Verification of the SMP by MassDOT, the Concessionaire shall furnish final drainage reports and plans for the Project.

4.13.6 Gutter Flow Spread Analysis

In accordance with the PDDG, there are specific requirements with respect to the allowable surface drainage spread. The Concessionaire shall perform a gutter flow spread analysis for each construction stage of the Project. This analysis shall include all existing, temporary, and proposed drainage elements for a given stage based on the stormwater collection measures proposed for each specific stage of the Project. The Concessionaire shall perform an analysis of the downstream piping to verify that there is sufficient capacity. Under Final Design conditions, the maximum allowable gutter spread during a 10-year runoff frequency shall be 12 feet or as defined by the PDDG for Collectors where shoulder widths are less than 12 feet. For temporary roadways, the gutter spread shall not exceed the shoulder width during a 10-year storm event.

4.13.7 Additional Project Specific Drainage Requirements

The Concessionaire shall incorporate the following provisions into the Final Design:

- The Concessionaire may move or modify the closed drainage system design provided that the new design meets or exceeds the current design and/or existing conditions. The Concessionaire may not propose a design that results in increased gutter spread, reduced pipe capacity, decreased freeboard, velocity, beyond PDDG criteria, or create other negative impacts.

- Drainage for temporary roadways during all Construction Work.
- When a temporary barrier is utilized, to the Concessionaire must clear the slotted drainage openings in the bottom of the barrier from any snow, ice, or debris that may build up as a result of a weather event or winter conditions within 48 hours of the weather event or as directed by MassDOT.
- Temporary drainage structures shall be located outside of the vehicle wheel path, where practical. All permanent drainage structures shall be located outside of the proposed travel lanes and future travel lanes.
- The Concessionaire shall maintain the existing and temporary drainage structure during the course of the Construction Work.
- Existing corrugated metal pipes within the Service Plazas are to be replaced or abandoned.
- The Concessionaire is responsible for the existing drainage during the course of the Project. More frequent maintenance may be required based on conditions at the site.
- In areas where no curbing is required, the Concessionaire shall ensure water will flow off the pavement and into existing drainage ditches. This may require removal of existing material from under guardrail or beyond edge of pavement.
- Curb and gutter systems shall be used at ramps as shown on the BTC and according to the Massachusetts Highway Department PDDG. The Concessionaire must evaluate the necessity for curbing along portions of the high-speed Highway.
- Existing drainage outfalls shall be inspected for deficiencies (e.g. structural deterioration, undermining, hydraulic capacity, erosion control) and repaired or replaced as necessary and approved by MassDOT or its representative.
- The soil at the bottom of the new infiltration basins shall not be compacted or smeared. Tilling shall be performed within all designated stormwater BMP areas where soil has been disturbed or compacted, including bioretention areas and infiltration basins. Soil shall be tilled to a depth of 12 inches to restore infiltration capacity following final grading.
- In accordance with Subsection 227 of the Standard Specifications, all accumulated sediment and debris in drainage structures and pipes within the Service Plazas shall be removed and disposed of in accordance with Applicable Law.

4.14 SITE ELECTRICAL AND LIGHTING

The following section shall apply to all Highway lighting elements to the limits as depicted on the BTC plans. Light trespass outside of the Service Plazas shall be eliminated to the maximum practicable extent. There shall be zero light trespass into private residential properties. The design of all lighting systems shall be in accordance with the Contract Standards including MassDOT Engineering and Policy Directives, Design Criteria, standards, and specifications, and the relevant criteria and standards of any applicable Utility Owner. In general, all lighting fixtures must be supplied by cables located in underground conduits, with the possible exception of temporary lighting, which may be fed overhead.

4.14.1 Scope

The existing Highway lighting system shall be retained. The Concessionaire shall design, furnish, and construct the complete independent lighting systems for the Service Plazas within the designated Lease Areas as part of the Project where such systems can be logically separated. The Concessionaire shall conduct all work necessary to provide all lighting located at the Service Plazas. The Concessionaire shall also provide all lighting associated with the temporary roadways for the usage and construction of the Service Plazas per the Standard Specifications.

Features included under this requirement include new luminaires, controls, poles, mounting, load centers, service cabinets, wiring, conduits, grounding, handholes, pole and cable tags, containment, procurement, installation, focusing, commissioning, and as-built information necessary for delivering a complete and functional system. Any new light poles along Highways or circulation roadways must be protected by guardrail and set back from traveled way by a minimum of three feet. The lighting systems for the Service Plazas shall meet the following requirements:

Highway lighting for temporary and permanent conditions: The permanent roadway lighting shall be designed according to the IESNA-RP-8 (2022) Roadway Lighting and the AASHTO Roadway Lighting Guides (October 2018 or Latest Edition). The designer shall meet the Luminance, Veiling Luminance, and Uniformity Ratio criteria to ensure the appropriate illumination level is provided for the driver to have the maximum visibility and minimum glare for the respective Service Plaza.

The lighting systems for the Service Plazas shall be designed to comply with Dark Sky principles consistent with the IDA/IES Model Lighting Ordinance (MLO) and MassDOT requirements.

The lighting systems for the Service Plaza shall use energy efficient and long-life low maintenance lighting technologies that are reviewed for conformance and verified by MassDOT.

The lighting systems for the Service Plaza shall use photocontrol switch systems with timeclock that automatically activates lamps before dusk and deactivates the system past dawn. Photocell shall turn on the system and the timeclock shall turn off the system with elapsed time.

The Concessionaire shall prepare the necessary design and engineering and photometric studies and the applicable design reports to describe and justify all lighting components to be incorporated into the Project.

The Concessionaire shall coordinate with MassDOT to ensure the appropriate design methods, procedures, submittals, plan preparation, analysis, Conformance Review and comment processes, approval procedures, specifications, and construction requirements are met.

The Concessionaire shall dispose of all equipment to be removed. Prior to disposal, the Concessionaire shall coordinate with MassDOT to determine if they would like any of the equipment turned over to MassDOT for future re-use at MassDOT's discretion.

The Concessionaire shall be responsible for all required coordination with the local Utilities including initiation of contact, development of loading calculations, and service requests.

4.14.2 Requirements

The Concessionaire shall employ a professional lighting designer(s) with a minimum of 10 years of experience in site and highway facility lighting design.

4.14.3 Design Parameters

The Concessionaire shall make an inventory of all existing lighting elements and related cabling, controls, and power equipment within the Service Plazas and impacted by the Project.

The Concessionaire shall develop an integrated visual concept describing the lighting. The entire lighting system shall be designed for maximum durability for temperature, climate, and environment.

In order to provide the most up-to-date lighting technologies, the Concessionaire shall present to MassDOT the proposed lighting scheme utilizing LED luminaires. This shall include:

- A luminaire with a minimum of 70,000 hours of maintenance-free operation attaining 70% of the initial lumen output (LM70), in minus 40 deg C to plus 40 deg C ambient temperature
- Documentation illustrating the LED luminaires have been tested in accordance with IES-LM- 79 and IES-LM-80
- The LED luminaire design shall include a voltage surge protection module
- LED lifespan data analysis, specific to the die temperature during the lifespan test period
- LED Luminaires at minimum 20,000 Lumen

The Concessionaire shall schedule a minimum of two concept meetings with MassDOT to present the aesthetics and technical elements of the proposed lighting for the Project prior to proceeding with Design Development. Concept shall include plans, calculations, and product data.

The Concessionaire shall develop a lighting concept and lighting plan for the Project to:

- Provide for all components as called for in this Appendix E
- Provide a complete visual representation and knowledge of the lighting design

Submittals:

Submittals shall be made as part of the 25%/75% Design Development, and 100% Final Design Submissions and are subject to MassDOT Conformance Review and Design Verification. At a minimum, the drawings and specifications shall be submitted per MassDOT submittal requirements as indicated in Section 1.1.9 of Appendix E, and shall cover the following lighting aspects:

- Location plan
    - Proposed lighting system
    - Existing lighting elements to be removed/maintained
    - Edges of pavement, shoulder, curbs, and barriers
    - Luminaire supports and spacing
    - All other lighting facilities; conduit, wiring, pole numbering, controllers, power supplies, pull boxes, etc.
- Luminaire location callouts
    - Pole locations with base line stationing and offsets
    - Luminaire mounting height
    - Arm length
    - Panel and circuiting numbers
    - Assembly types
    - IESNA photometric distribution types
    - Lamp wattages
    - Lamp initial lumens provided
- Details/Equipment
    - Pole mounting details for all configurations and types
    - Foundation details
    - Grounding details
    - Luminaire mounting details for all configurations and types
    - Luminaire aiming and focusing details
    - Wiring and conduits, mounting and criteria
    - Lighting controls information
    - Load center details, locations, and views
    - Single Line Diagrams
- Schedules
    - Panel schedules
    - Cable and conduit schedule
    - Foundation schedule
- Luminaire and Pole specifications and technical data
    - Photometric data conforming to IESNA Standards
    - IP Ratings and UL Listings
    - All materials used in construction of luminaires and poles and their

associated equipment
- Mounting specifications
- Ballast/Driver/Transformer data and information
- Voltages
- Wattages
- Initial Lumens Provided
- Controls
- Finishes
- Warranties
- Any and all modifications and installations

- Photometric plans shall be provided showing light pole layout, calculation grids, and summary tables

The Concessionaire shall review the proposed luminaire attachments and performance of all lighting with MassDOT prior to the 25%/75% submission. This review shall include, but is not limited to, the access, maintenance, and suitability of placement of the luminaires and related support and wiring.

The Concessionaire shall develop and submit for Conformance Review and Design Verification voltage drop calculations for all lighting circuits, as well as conduit fill calculations.

A light loss factor of 0.9 shall be used in lighting calculations.

4.14.3.1 Software for Design

The Concessionaire shall obtain MassDOT's consent (in MassDOT's discretion) on the use of software programs and techniques. The use of proven and commonly available software familiar to MassDOT is encouraged. For lighting calculations, the Concessionaire is required to utilize Lighting Analysts AGI32 or Visual software for full detailed reports to demonstrate compliance with MassDOT Standards. Compliance calculations and checks are required. The Concessionaire shall detail each geometric design condition for roadway lighting, along with clearly outlining the Design Criteria used. These shall be demonstrated through graphical output, which also includes numerical summaries for the analysis grid areas. Photometric plans shall be provided showing light pole layout, calculation grids, and summary tables.

4.14.3.2 Construction Requirements

The Concessionaire shall provide lighting materials per the MassDOT Standard Specifications and Special Provisions that:

- Shall be new at the time of installation
- Meet all visual and aesthetic goals for the Project
- Are long life and energy efficient based on lamp type
- Are compatible with the electrical characteristics (voltage, phases,

wires) of the power supply available at the Service Plazas.
- All lighting luminaires and features shall be easily maintained by MassDOT's in-house personnel and current equipment.

The Concessionaire shall comply with the following:

- Provide all permanent and temporary lighting and related supports, lamping, controls for operational systems throughout the duration of the Project.
- Provide all new lighting load center, luminaires, poles, mounting, controls, wiring, electrical raceways/conduits, switches, junction boxes, panels, cabinets, enclosures, and all related electrical equipment as needed.
- MassDOT Standard Specifications shall be used for all materials and installations.
- All outdoor electrical enclosures shall meet NEMA 4X or higher degree of protection.
- Load Center shall meet NEMA 3R
- Provide as-built plans and manuals fully describing the lighting installation.

The Concessionaire shall provide all lighting and related systems for the Project and lighting throughout the Service Plazas shall remain operational during Construction Work. This shall include detailed designs and Design Verifications for temporary schemes. All areas that have existing lighting shall have the lighting maintained throughout the Construction Work. All temporary lighting shall meet IESNA requirements. Highway lighting on any newly constructed roadways and approaches shall be operational prior to opening it to traffic and then also maintained in accordance with the Contract Standards.

4.14.3.3 **Roadway Lighting**

The Concessionaire shall provide and install lighting materials that meet or exceed the following requirements:

- The complete roadway lighting system shall be made up of a contemporary style LED luminaire located and positioned based on the Concessionaire's verified Final Design.
- All luminaires shall have a maximum mounting height of 50'-0", measured from the finished roadway surface to the center of lamp(s).
- Particular concern shall be paid to reduce light trespass.
- All roadway luminaires shall have a semi or full cutoff optics to minimize night skylight pollution.
- All roadway luminaires and poles shall meet all applicable MassDOT Standards for roadway lighting including roadway, interchanges and ramp conditions

- Design shall provide an average maintained 0.6 to 0.9 foot candles illumination throughout the areas of illumination for the Project.
- Particular emphasis shall be paid to provide a minimum of 2 foot candle illumination for weaving areas, lane drops, merge areas and other conflict areas within the areas of illumination.
- Concessionaire shall avoid placement of light pole foundations on the proposed structures, as shown in the BTC.
- All luminaires selected for the Project shall have a CCT equal to 3000K with a CRI index equal to 70 or higher. Slight variations to these requirements may be verified with MassDOT approval.
- All roadway luminaires shall withstand a minimum 3G vibration, as defined in ANSI 136.31.
- Roadway luminaires shall be pole mounted via a steel bracket arm on a round tapered steel pole.
- All light poles shall be accessible for maintenance. A removable 16"x16" access panel shall be installed at any location where access to the light pole is blocked by a solid barrier.
- All poles, handholes, and load centers shall be safely grounded per NEC and MassDOT Standards.
- MassDOT standard pole foundations shall be used. Whenever a light pole is located in a ditch, the foundation shall have an additional projection 2 feet above finished grade.
- Roadway luminaires shall be gray/silver in finish, as well as all mounting arms or brackets supplied by the luminaire manufacturer.
- All steel poles, bases, arms, and misc. mounting brackets shall be hot-dipped galvanized in accordance with MassDOT Standards.
- The Concessionaire shall ensure the proposed design accommodates access to all light poles and other Utilities.
- All roadway poles installed at grade shall have an AASHTO approved breakaway coupling.
- Handholes shall be provided. Composite covers shall be used for handholes within sidewalks.
- The Final Design must also include modifications to existing lighting infrastructure, as required, if existing infrastructure designated to remain will be impacted by the Construction Work. This could include relocation/replacement of existing handholes, conduit, and wiring.
- All lighting poles at the Service Plazas shall be designed to meet AASHTO LTS, latest edition, with the maximum weight and EPA of the luminaires, arms, ITS equipment, cameras, other luminaires, signs, or any other accessories deemed necessary to be mounted to the poles included in the calculations. Pole shop drawings must be signed and sealed by a Design Professional.

4.14.3.4 **Temporary Roadway Lighting**

Temporary lighting shall be provided as required for staging the Construction Work and to maintain required lighting conditions within the Service Plazas; and to provide illumination to temporary roadways. The Concessionaire shall identify and submit a listing of temporary lighting required throughout the Project including limits of lighting and methods of meeting the Contract Standards.

Mounting height of luminaires and locations of light poles shall be designed by the Concessionaire to meet or exceed the illumination requirements outlined in Section 4.14.1 of this Appendix E and as specified under Item 853.8 of the MassDOT Standard Specifications. Upon completion of the Construction Work, the temporarily light poles and luminaires shall be removed.

Lighting of complex traffic shifts, traffic crossovers with limited sight distance, and temporarily relocated interchange exits is required.

Temporary pole design shall be submitted to MassDOT for Conformance Review and Design Verification.

Based on the Concessionaire's verified Final Design, all areas of the Service Plazas that have final condition lighting shall be temporarily illuminated throughout the Construction Work until the final lighting is in service.

4.15 INTELLIGENT TRANSPORTATION SYSTEMS

4.15.1 Conduit to ITS Site Locations

Scope Overview

The Concessionaire shall furnish and install all conduits and enclosures specified by MassDOT within the limits of the Service Plaza parking lots. This infrastructure is intended for future MassDOT use for power distribution and fiber optic communications.

Reference Standards

All work and materials shall strictly adhere to the most recent edition of the following:

- MassDOT Standard Specifications for Highways and Bridges
- MassDOT Construction Standard Details (E-Series).
- National Electrical Code (NEC).
- IEEE/TIA Standards for underground telecommunications pathways.

Coordination and Design

Prior to the start of trenching, MassDOT shall provide the Concessionaire with a Communication and Power Pathway plan. This plan will specify horizontal alignments, conduit sizing, and enclosure locations.

A meeting between the Concessionaire's contractor and the MassDOT District Utility Engineer is required to verify all proposed conflict points with existing or new Utilities.

Conduit

The Concessionaire shall furnish and install Schedule 80 polyvinyl chloride (PVC) plastic conduit.

Caution tape shall be standard metal foil marking tape, conforming to APWA Standards.

The trench for a single line conduit shall be excavated to a width of 18" and to minimum depth of 30 inches below final grade of the pavement, sidewalk, or ground except at locations crossing existing or proposed guardrail. The ducts shall be installed at the depths as follows:

1) Ducts installed crossing under existing guardrail shall be installed at a minimum depth to top of conduit of 7.5 feet below the top of guardrail post elevation resulting in a minimum burial depth of 1 foot below the bottom of guardrail post depth.
2) Ducts installed crossing under proposed guardrail shall be installed at a minimum depth to top of conduit of 4.5 feet below existing ground level resulting in a minimum burial depth of 1 foot below the bottom of guardrail post depth.
3) The preparation of the trench bed and laying of conduit shall be in accordance with Section 801.60 of MassDOT Standard Specifications for Highways and Bridges and as required by MassDOT. The trench shall be backfilled with ordinary borrow with no stones exceeding 3 inches and shall be thoroughly tamped in layers of not over 6 inches shall be completed.
4) Material Removal and Restoration Specifications: Provide all material, equipment and labor for the removal of turf, earth, concrete/asphalt pavement or other site specific material to be removed for duct installation. The Concessionaire shall restore original turf, earth, concrete/asphalt pavement or other site-specific material to its original condition once duct installation is complete.

Clearing and grubbing as required for the proposed conduit installation area shall be included. Clearing and grubbing shall conform to the applicable standard provisions of Subsection 101 of the MassDOT Standard Specifications for Highways and Bridges.

Remove and dispose existing chain link fence as required.

Handholes

1) Handholes shall be set to grade such that the cover is flush with the final pavement or 1 inch above the finished grade in landscaped areas.
2) Enclosures must be traffic-rated if located within the parking lot.

3) The handholes shall be heavy duty meeting HS-20 loading requirements.
4) The covers shall have "MASSDOT ELECTRIC" professionally engraved into the cover on the electric handholes and "MASSDOT COMM" professionally engraved into the cover on the communication handholes.
5) The handholes shall have at least one 4-inch knockout on each side of the handhole.
6) 6 inches of ¾" crushed stone shall be placed at the bottom of the handholes.
7) All conduits entering the handholes shall be grouted with shrink proof cement grout.
8) Patching and surface restoration of the disturbed area including loam borrow, seed, and fine grading, etc. to match the surrounding surfaces in kind shall be included in the handhole item.
9) All handholes shall have recessed hex head #316 stainless steel cap screws or bolts to secure the cover in place.
10) Eversource Electric Company may require an Eversource approved polymer concrete handhole be set between the service pole and the meter socket. This handhole shall be submitted for verification if required by Eversource meeting Eversource's requirements.

Inspection and Quality Verification

The Concessionaire shall notify the MassDOT District Office prior to backfilling to allow for a visual inspection of conduit joints and bedding.

As-Built Survey: The Concessionaire shall submit an "As-Built" Plan in CAD (dwg) and PDF format. This submittal must include GPS coordinates (NAD83) for all handhole centers and conduit stub-outs.

Ownership and Maintenance

Upon final Construction Verification of the parking lot reconstruction, the specified conduit system and enclosures shall be dedicated to MassDOT. The Concessionaire shall maintain the structural integrity of the surface covers but shall not be responsible for the cables subsequently installed by MassDOT.

4.15.2 Truck Parking Reservation System

System Overview

The Concessionaire shall provide a Reservation System for truck parking. The system shall provide a real-time mobile and web interface for commercial vehicle operators to view availability and reserve spaces. The system design shall be submitted to MassDOT for Conformance Review and Design Verification. The architecture shall consist of four primary elements:

- Detection: Occupancy data collection.
- Reservation & Mobile: User interface and digital inventory management.
- Information Dissemination: API and NTCIP-compliant messaging.

- Management Layer: Cloud-based analytics and monitoring.

Detection Subsystem

The Concessionaire shall implement one or both of the following detection methodologies. If both options are chosen, the system shall seamlessly integrate data between both detection systems.

Option A: Video Analytics Detection

- Hardware: Detection cameras mounted to view all truck parking spaces
- Processing: Analytics capable of vehicle classification to distinguish between heavy trucks and passenger vehicles.
- Performance: Must maintain accuracy during all weather conditions include low-light, inclement weather, and temperature variations.
- Privacy: Real-time masking of driver faces and license plates prior to cloud transmission to ensure privacy compliance.

Option B: In-Pavement Sensors

- Hardware: Wireless magnetometers or "pucks" installed in the center of each parking stall.
- Performance: Must maintain accuracy during all weather conditions include low-light, inclement weather, and temperature variations.
- Connectivity: Sensors must communicate via a local gateway with a minimum 5-year battery life.
- Resiliency: Sensors must be mounted to survive snowplow operations and chemical de-icing.
- Logic: System must ignore transient movements (e.g., a truck driving over a spot to reach another) using a minimum 60-second dwell time filter. System must differentiate between trucks and Passenger Cars.

Any conduit and enclosures used must meet MassDOT Standard Specification Section 800.

Mobile Application & Reservation Logic

The mobile app shall serve as the primary "Check-In" tool and must include:

- Authentication: Integration with Fleet IDs or ELD (Electronic Logging Device) providers.
- Dynamic Inventory: The app must distinguish between "Physical Availability" (sensor-based) and "Reservable Availability" (digital inventory).
- No-Show Management: If a reserved spot is not occupied within 30 minutes (or another duration approved by MassDOT) of the start time, the system shall release the spot and update the App inventory.

Data Sharing

The system shall provide real-time parking availability that includes each location name and the number of parking spaces available at each location.

The feed shall allow MassDOT to integrate and update Dynamic Message Signs via NTCIP protocol.

The system shall provide an open API available on MassDOT's developers page (https://www.mass.gov/info-details/highway-data-for-developers) to share real-time data with 3rd Party aggregators (e.g., Trucker Path, WAZE, Mass511).

Data refresh rates for the NTCIP and API feeds shall not exceed 1 minute.

Signage

Appropriate signage shall be posted to describe the Reservation System and any potential penalties for overstaying the reservation period.

4.16 ELECTRICAL VEHICLE CHARGING

4.16.1 EV Charging Station Buildout Requirements – 24 Months from Commencement Date

1) In relation to all Service Plazas covered by the Lease, Tables 6a, 6b, and 6c depict the minimum number of EV charging stalls in the "Additional Buildout Needed by Concessionaire by 24 months from Commencement Date" column that the Concessionaire shall have installed and operational in a manner that complies with all requirements of this Section 4.16 of this Appendix E and all other Contract Standards at each Service Plaza within twenty-four (24) months of the Commencement Date. Upon its selection, the Concessionaire shall immediately begin coordination with the applicable Utility Owner to bring sufficient power to the Service Plaza to support the EV Charger buildout required by this section. However, if despite the Concessionaire's best efforts, the applicable Utility Owner has not completed the distribution system upgrades necessary to commence commercial operation of the EV Charging Stations, then such twenty-four (24) month deadline shall be extended day-for-day until the applicable Utility Owner has completed such upgrades.

2) MassDOT has submitted to Eversource workorders for 2MW of electric capacity at the following Service Plazas: Ludlow Eastbound, Ludlow Westbound, Blandford Westbound, Blandford Eastbound, Lee Westbound, and Lee Eastbound. National Grid work orders are submitted for Charlton Eastbound and Charlton Westbound. These work orders are located in the RIDs folder. To the extent that MassDOT has not built out, or begun the build out process of, EV charging at the Service Plazas subject to such open work orders prior to the Commencement Date, the Concessionaire shall coordinate with MassDOT and the applicable Utility Owner to utilize the open work orders at those Service Plazas.

3) The column headers in Table 6a, 6b, and 6c are explained below:

(a) Service Plaza: denotes the name/location of the Service Plaza
(b) Utility Owner: denotes the Utility Owner responsible for providing power at the Service Plaza
(c) Existing Parking Spots: the current parking spots at each Service Plaza based on a survey conducted in 2024.
(d) Existing EV Spots: existing EV spots at each of the Service Plazas as of May 2026.
(e) Existing EV Provider: existing EV provider (MassDOT, a licensee, or both) at each of the Service Plazas as of May 2026.
(f) Additional Buildout Needed by Concessionaire by 24 months from Commencement Date DC Fast Charging (DCFC) Cars: minimum EV car charger buildout required to be built within 24 months of the Commencement Date. This requirement is binding, and any deviation will require approval by MassDOT.
(g) Additional Buildout Needed by Concessionaire by 24 months from Commencement Date DCFC, MDHD (Medium Duty Heavy Duty): minimum MDHD EV Charger buildout required to be built within 24 months of the Commencement Date. This requirement is binding, and any deviation will require approval by MassDOT.
(h) Additional Buildout Needed by Concessionaire by 24 months from Commencement Date DCFC Total: total of the minimum EV Chargers for passenger cars and MDHD EV Chargers. to be built within 24 months of the Commencement Date of the lease. This requirement is binding, and any deviation will require approval by MassDOT.

Table 6a: Western Massachusetts Service Plaza EV Targets

Service Plaza	Group	Utility Owner	Existing Parking Spots	Existing EV Spots	Existing EV Provider	Additional Buildout Needed by Concessionaire by 24 months from Commencement Date		
						DCFC Cars	DCFC MDHD	DCFC Total (Car+MDHD)
Blandford East	Western	Eversource	65	0	N/A	0	0	0
Blandford West	Western	Eversource	95	0	N/A	0	0	0
Lee East	Western	Eversource	124	2	MassDOT	0	0	0
Lee West	Western	Eversource	60	2	MassDOT	0	0	0
Ludlow East	Western	Eversource	91	0	N/A	4	0	4
Ludlow West	Western	Eversource	76	0	N/A	4	0	4
Total						**8**	**0**	**8**

Table 6b: Not Applicable

Table 6c: Not Applicable

4.16.2 EV Charging Stations Long Term Buildout Requirements for Concessionaire

As part of the Initial Plaza Redevelopment Plan submitted with the Concessionaire's Technical Proposal, the Concessionaire shall submit an EV infrastructure plan that outlines the Concessionaire's EV Charging expansion strategy for all future EV buildout beyond 24 months from the Commencement Date. The Concessionaire shall continuously coordinate with MassDOT during the planning and installation process for such buildout. At a minimum, this plan shall include the following sections:

- Executive Summary
- Buildout strategy for the year 2035
    - strategy for adopting and staying current on EV Charger technological advancements
    - performance metrics adopted for EV charging expansion
    - anticipated numbers of passenger car EV spots and MDHD EV spots
    - anticipated funding mechanism for expanding EV charging
- Buildout strategy for the year 2040
    - strategy for adopting and staying current on EV Charger technological advancements
    - performance metrics adopted for EV charging expansion
    - anticipated numbers of passenger car EV spots and MDHD EV spots
    - anticipated funding mechanism for expanding EV charging
- Buildout strategy for the year 2050 and beyond
    - strategy for staying current on technological advancements in EV Charger technology and advancements applied in similar locations in surrounding states such as New York, New Jersey, Connecticut, New Hampshire, Maine, Rhode Island, and Vermont.
    - performance metrics adopted for EV charging expansion
    - anticipated numbers of passenger car EV spots and MDHD EV spots
    - anticipated funding mechanism for expanding EV charging
- Prior to the installation of new EV Chargers, the Concessionaire shall coordinate with MassDOT and obtain MassDOT's written approval of the number, technical specifications, capabilities, and placement of the new EV Chargers. All new EV Chargers shall comply with requirements of this Section 4.16 of Appendix E.

4.16.3 Existing EV Providers at Service Plaza

1) MassDOT has existing agreements, as of the Commencement Date, with Tesla for the operation of EV Charging Stations at the Charlton Eastbound, Charlton Westbound, Lexington, and Newton Service Plazas (collectively, the "Tesla EV

Chargers"). Tesla EV Chargers shall not count towards the Concessionaire's buildout obligations pursuant to this Appendix E.

2) MassDOT owns existing EV Chargers (collectively the "MassDOT Chargers") at the Lee Eastbound and Lee Westbound, Service Plazas. Prior to the Commencement Date, MassDOT shall provide the Concessionaire with written notice of the installation of any additional EV Chargers at those Service Plazas or at any additional Service Plazas. For the avoidance of doubt, the installation of any such EV Chargers by MassDOT may occur after the Commencement Date

3) On the Commencement Date, the Concessionaire shall take possession of the MassDOT Chargers. The Concessionaire shall maintain and operate the MassDOT Chargers at each of the corresponding Service Plazas with Charger Uptime of 97% or greater.

4) Any and all removal of existing electric vehicle supply equipment (EVSE) shall be coordinated with MassDOT prior to removal, and shall at no time result in a reduction of the number of Charging Ports at a service plaza, and all newly installed EVSE must comply with the requirements of this Appendix. Additionally, prior to the removal of any EVSE from a service plaza the Concessionaire shall notify MassDOT of the specifications and condition of the equipment, and MassDOT shall have the opportunity to take possession and ownership of the EVSE.

5) At all times, the Concessionaire shall ensure that the MassDOT Chargers and any replacement EV Chargers comply with the accessibility requirements of Section 4.16.5.2 of this Appendix E and all other Contract Standards.

4.16.4 MassDOT Directed Changes

Pursuant to Article 12 of the Lease, MassDOT shall have the right throughout the Lease Term to direct the Concessionaire to install additional EV Chargers, to upgrade EVSE, or to build or improve other amenities or improvements related to EV Charging.

4.16.5 Technical Requirements

1) Except as expressly provided otherwise in the Lease, all EV Charging Stations shall comply with the requirements set forth in this Appendix E, which are based in part on the NEVI standards and requirements set forth in 23 CFR Part 680 with respect to the design, installation, operation, maintenance, interoperability, connectivity, and utilization of EV charging infrastructure. Failure in any respect to adhere to these requirements will result in the Concessionaire being subject to liquidated damages as set forth in Appendix F – (O&M Performance Standards) of the Lease.

4.16.5.1 **EVSE Station, Charging Port and Charger Requirements**

1) **Manual on Uniform Traffic Control Devices for Streets and Highways.** The Concessionaire shall ensure that any traffic control devices for EV Charging Stations, including traffic signs, signals, pavement markings, directional signs, EV-related signs, and official signs comply with: (a) the MUTCD at 23 CFR Part 655, Subpart F (Traffic Control Devices on Federal-Aid and Other Streets and Highways); and (b) the Massachusetts Amendments to the MUTCD, as amended or supplemented from time to time.
2) **Advertising Signs.** The Concessionaire shall ensure that advertising signs for EV Charging Stations comply with 23 CFR Part 750 (Highway Beautification) and 700 CMR 3.00, to the extent applicable.
3) **Business Logo Program.** The Concessionaire must include advertisements for the availability of the EV Charging Stations at the applicable Service Plaza Blue Signs.
4) **EV Parking Spots.** The Concessionaire shall ensure that parking spots dedicated to EV charging shall be clearly designated by unique pavement markings and signage indicating use by Electric Vehicles only. Accessible EV charging parking shall be accompanied by Use Last signage as put forth by the U.S. Access Board (see link in Section 4.16.5.2 of this Appendix E).
5) The Concessionaire shall submit information regarding available cable configurations including reach distance and cable management systems. Cables shall be kept off the parking surface for safety and maintenance and shall be able to reach the Charging Port in all types and brands of EVs.
6) Each Charging Port shall be natively capable of charging either any J3400 Connector-compliant or any Combined Charging System (CCS) Type 1-compliant vehicle. The Concessionaire shall not impose any discriminatory restrictions on charging by any J3400 Connector-compliant vehicle or any CCS Type 1-compliant vehicle, regardless of manufacturer. As such, vehicles of all manufacturers shall be treated and served in an equal manner on a first come first served basis.
7) Each Charging Port shall have a dedicated Charging Stall. Each charging stall shall integrate both one J3400-compliant connector and one CCS-compliant connector.
8) Power Output Requirements*:* All EV Chargers shall be DCFCs that support output voltages between 250 volts DC and 920 volts DC. All EV Chargers shall have a maximum power delivery rating of at least 500 kW and continuously supply power according to an EV's power delivery request at a rate of no less than 240 kW, simultaneously from each Charging Port at an EV Charging Station, with a minimum EV Charging Station power capability at or above 1000 kW per each four (4) Charging Ports. The DCFC EV Charging Stations may conduct power sharing so long as each

Charging Port continues to meet an EV's request for power of at least 240 kW at all times.

9) MDHD Chargers must have a simultaneous output of no less than 500 kW and maximum output of no less than 1 MW. However, the Concessionaire may utilize a Battery Electric Storage Systems (BESS) for use in medium and heavy-duty EV charging so long as the BESS is sufficiently sized and capable of providing the required outputs at a utilization rate of between 15% and 20% per day per MDHD Charging Station. The grid connection must be sufficient to allow for simultaneous outputs of 250 kW at each MDHD Charger at each MDHD Charging Station when the BESS is depleted.
10) In addition to the MDHD Chargers required by Section 4.16.1 of this Appendix E, the Concessionaire may install slow charging (approximately 100 kW) for medium and heavy-duty EVs in spaces designed for long dwell time medium and heavy-duty parking. The charging rate (kW) shall be preselected by the consumer prior to the initiation of vehicle charging.
11) All EV Charging Stations shall be certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory. DCFC EV Charging Stations shall be certified to the applicable UL standards for EVSE and comply with relevant FCC regulations.
12) EVSE shall be rated NEMA 3R or better and rated to meet or exceed the environmental conditions in which it will be installed, including temperature, elevation, and humidity.
13) EVSE shall be NEC 625 compliant.
14) EV Chargers and EVSE installations shall include fire suppression measures, including but not limited to emergency stop buttons and fire extinguishers.
15) The Concessionaire may permit reservations for a select number of MDHD Chargers at Service Plazas so long as the MDHD Chargers are available to be reserved by the general public.
16) *Charger-to-EV Communication:* EV Chargers shall conform to ISO 15118-3 and shall have hardware capable of implementing both ISO 15118-2 and ISO 15118-20. EV Charger software shall conform to ISO 15118-2 and be capable of plug and charge. Conformance testing for EV Charger software and hardware shall follow ISO 15118-4 and ISO 15118-5, respectively. EV Charger shall also be backwards compatible with CCS DIN 70121 charging protocol.
17) *Charger-to-Charger Network Communication:* EV Chargers shall conform to OCPP 2.0.1.

    (a) EV Chargers shall have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with Charging Networks.

(b) Charging Networks shall perform, and EV Chargers shall support, remote charger monitoring, diagnostics, control, and smart charge management.
(c) EV Chargers and Charging Networks shall securely measure, communicate, store, and report energy and power dispensed, real-time Charging Port status, real-time price to the customer, and historical Charging Port Charger Uptime.

18) *Charging Network-to-Charging Network Communication:* A Charging Network must be capable of communicating with other Charging Networks to enable an EV driver to use a single method of identification to charge at the EV Charging Stations that are a part of multiple Charging Networks. Charging Networks must be capable of communicating with other Charging Networks in accordance with OCPI 2.2.1.
19) *Charging-Network-to-Grid Communication:* Charging Networks must be capable of secure communication with electric Utilities, other energy providers, and local energy management systems.
20) *Network Switching Capability:* EV Chargers must be capable of securely switching from one OCPP-based Charging Network platform to another without any changes to hardware.
21) *Disrupted Network Connectivity:* EV Chargers must remain functional if communication with the Charging Network is temporarily disrupted, such that they initiate and complete charging sessions, providing the minimum power level set forth in Section 4.16 of Appendix E. Charging Stations must queue data about completed charging sessions to be uploaded data when communication with the Charging Network is restored. Communications must include redundancy to prevent outages, fiberoptic preferred with cellular or satellite backup.

4.16.5.2 **Accessibility Requirements**

1) The Concessionaire must design and construct each EV Charging Station to be accessible and usable by people with disabilities and in compliance with all Applicable Law. The Concessionaire must ensure that EV Charging Stations provide functional accessibility at each EV Charging Station, including but not limited to the feasibility of a person using a mobility device such as a wheelchair or walker to park and exit their vehicle, use the charger display screen easily, access and interface with the EV Charger (Human Machine Interface and plug), bring the plug to the Charging Port (considering the variation in Charging Port locations by vehicle type), plug in, re-enter their vehicle while charging, access all site amenities, and reverse the process at the end of a charging session. Accessibility shall be provided for all deployed connectors and connector types. For non-ADA charging stalls, the Concessionaire shall design charging stalls in a manner that allows for sufficient room between

charging vehicles for passengers to enter and exit all doors of passenger vehicles of all regularly encountered sizes (including full size SUVs), and for occupants to safely walk to the front and rear on each side of each vehicle and to access a vehicle's EV charger, taking into consideration space needed for charging cables where adjacent vehicles may both have Charging Ports facing the same in-between vehicle space.

2) The Concessionaire must comply with all applicable design and construction requirements under:

   (a) the ADA, ABA, and Rehabilitation Act;
   (b) to the extent not inconsistent with any of the foregoing, the U.S. Access Board's Public Right-of-Way Accessibility Guidelines (https://www.access-board.gov/prowag/) and Design Recommendations for Accessible Electric Vehicle Charging Stations (https://www.access-board.gov/tad/ev/); and
   (c) 521 Code Mass. Regs. (Architectural Access Board).

3) The Concessionaire must comply with the Commonwealth's Enterprise Accessibility Standards and Web Accessibility Standards (https://www.mass.gov/policy-advisory/enterprise-information-technology-accessibility-policy). These standards encompass the principles of Section 508 of the Rehabilitation Act, the World Wide Web Consortium's Web Content Accessibility Guidelines, version 2.1, level A and AA Guidelines (WCAG 2.1 Standards), and the concept of usability for individuals with disabilities.
4) The Concessionaire must provide accessible electronic deliverables. For purposes of this Section, "accessible" shall be construed to mean accessible and usable by people with disabilities, including use with assistive technologies. For the purposes of this Section, the term "electronic deliverables" includes, but is not limited to any or all of the following: presentations, trainings, specifications, pamphlets, studies, reports, web pages, and applications. Deliverables, or components thereof, such as plans, drawings, schedules, field notes, measurements, or calculations that cannot reasonably be made accessible shall be exempt from these requirements, subject to conformance review and verification by MassDOT. The Concessionaire must build accessibility into every phase of its Redevelopment Improvements and must resolve any accessibility issues identified.
5) The Concessionaire must provide accommodation for persons requiring assistance with EV chargers, due to age or ability, in a manner that matches or exceeds what is available for customers requiring assistance with gas fueling services. At a minimum, this must include providing assistance connecting or disconnecting an EV Charger from a vehicle, and assistance initiating a charging session if requested.

4.16.5.3 **Utility Coordination Requirements**

1) The Concessionaire must work with Utility Owners and MassDOT, pursuant to processes to be dictated by MassDOT and the Utility Owners, to ensure that there is sufficient electric capacity at each Service Plaza to comply with the terms of the entirety of Section 4.0 of this Appendix E. Without limitation of Concessionaire's obligations set forth in the Lease, the Concessionaire must monitor Utility Owner planning for capacity upgrades, participate in the applicable proceedings, and use its best efforts to obtain such additional capacity for the Service Plazas as may be reasonably expected to be necessary or desirable to meet EV charging and MDHD charging demands and other changes to electric load over the Lease term. This shall include participating, in coordination with MassDOT, in Electric Sector Modernization Plans pursuant to Mass. Gen. Laws ch. 164, Sec. 92B, and the "Section 103 Process" pursuant to Section 81 of Chapter 179 of the Acts 2022, or other applicable Utility Owner planning processes (the "Utility Planning Processes") to advocate for Utilities upgrades that are needed to support EV charging at the Service Plazas and to provide sufficient supporting documentation to support such requests and advocacy.
2) The Concessionaire must provide to Department of Public Utilities, the local Utility Owners, Energy and Environmental Affairs, and any other applicable Governmental Authority sufficient information to determine what Utilities upgrades are necessary in order to support future EV charging and MDHD charging needs. In conjunction with the requirements listed in Section 4.16.2 of this Appendix E, the Concessionaire may be required in said processes to detail EV charging buildout plans which may include but not be limited to projected buildouts within the following 5 years, 10 years, and 15 years. The purpose of such advocacy is to:

    (a) ensure sufficient capacity will be available to support the ongoing and growing needs associated with EV charging throughout the Lease term, and
    (b) to have upgrades that are needed to support the Commonwealth's climate and transportation goals accommodated in planned Utilities upgrades so that the full costs of such upgrades will not be attributed to MassDOT or the Service Plazas.

3) Satisfactory Concessionaire participation in the Utility Planning Processes must include attending all meetings; participating in a formal role if required, which must include but not be limited to participating in regulatory proceeds which may include providing testimony and drafting responses to formal inquiries; and submission of all deliverables that may be required by the decision making entities or the Utilities to support the needs of the Service

Plazas. In relation to the Utility Planning Processes the Concessionaire must explore reasonable alternative solutions with the Utilities, including but not limited to the integration of BESS, which may serve to reduce or eliminate the need for Utility upgrades.

4) The Concessionaire shall have an ongoing obligation to further coordinate with the Utility Owners to ensure that the work orders are submitted in a timely manner to take advantage of planned Utilities upgrades and available capacity to avoid triggering the need to pay for Utilities upgrade costs. The Concessionaire must also coordinate with the Utility Owners far enough in advance to ensure that sufficient capacity to comply with the requirements listed in Appendix E Section 4.16 is available at each Service Plaza when needed. However, if the applicable Utility Owner has provided Concessionaire with a construction schedule for grid upgrades that would allow Concessionaire to comply with the requirements of Appendix E Section 4.16, and the applicable Utility Owner, not as a result of action or inaction by the Concessionaire, has failed to complete the distribution system upgrades necessary to commence commercial operation of the EV Charging Stations in the timeframe contemplated in the schedule, then such deadline will be extended day-for-day until the applicable Utility Owner has completed such upgrades.

4.16.5.4 **Minimum Charger Uptime**

1) The Concessionaire must ensure that each EV Charging Port, whether passenger vehicle or MDHD, has a monthly Charger Uptime of 97% or more.

   (a) A Charging Port is considered "up" when its hardware and software are both online and available for use, or in use, and the Charging Port successfully dispenses electricity in accordance with requirements for minimum power levels specified in Section 4.16.5.1 of this Appendix E. All minutes where a Charging Port is not considered "up" shall be counted as 1 minute of outage. Any partial minute of an outage shall count as 1 minute of outage.

   (b) EV Charging Port Uptime shall be calculated on a monthly basis.

   (c) EV Charging Port Uptime percentage shall be calculated using the following equation:

$$\mu = \frac{(24 * 60 * Days) - (T_{outage} - T_{excluded})}{24 * 60 * Days}$$

where:

μ = EV Charging Port monthly Charger Uptime percentage.
Days = total number of days in the month.
T_{outage} = total minutes of outage in a calendar month for a Charging Port.
$T_{excluded}$ = total minutes of outage for a Charging Port in a calendar month caused by the following reasons outside the Concessionaire's control, provided that the Concessionaire demonstrates to MassDOT's satisfaction, acting reasonably, that a Charging Port would otherwise be operational: electric Utility service interruptions, scheduled maintenance, vandalism, or natural disasters.

(d) With respect to any issue which resulted in the Concessionaire excluding time from the Charger Uptime formula per the definition of $T_{excluded}$ above, the Concessionaire must use best efforts to quickly resolve the issue which caused the outage.

1) MDHD Charging Stations must comply with the Charger Uptime requirements laid out in this section of Appendix E. If BESS is used to support MDHD Chargers, so long as the BESS is supporting the required utilization rate, a depleted BESS due to a utilization rate in excess of what is required to be supported on a given day shall not count as downtime so long at the MDHD Chargers' outputs then comply with the output levels that are required. If BESS is used to support a MDHD Charging Station, once annual utilization at an MDHD charging station surpasses 15%, the Concessionaire shall increase the capacity of either the BESS or the grid connection periodically as needed to support the level of utilization at the MDHD Charging Station.
2) If the Concessionaire utilizes an EV charging station vendor, the Concessionaire must require its EV charging station vendor to provide notification to the Concessionaire for each and every instance of Charging Ports being down.
3) On a monthly basis, no later than 1 week following the close of a month, the Concessionaire must provide MassDOT with a report that includes each EV Charging Port's performance relative to Charger Uptime and outages. If Charger Uptime requirements are not met, the report shall include detail as to why the Charger Uptime requirements were not met and describe what actions the Concessionaire has taken and will take to ensure Charger Uptime of at least 97% is met in the next month. MassDOT reserves the right to have third party monitoring of Charger Uptime to validate the Concessionaire reporting.
4) The Concessionaire must notify MassDOT immediately in each of the following instances:

(a) 50% or more of Charging Ports are down at any Service Plaza, or

(b) a Charging Port is down more than seven (7) consecutive days at any Service Plaza.

4.16.5.5 **Pricing & Payment Requirements**

1) The price for charging shall be displayed prior to initiating a charging session and be based on the price for electricity to charge in $/kWh. The only allowable additional fees shall be idling fees, which may not be assessed until a vehicle has reached a full state of charge. Idle fees shall be charged on a $/minute basis, and must be reasonable. Any allowable fees that may be imposed shall be displayed prior to initiating a charging session.
2) The price for charging displayed and communicated via the Charging Network shall be the real-time price (i.e., price at that moment in time). The price at the start of the session cannot change during the session. However, with MassDOT permission, which may be revoked by MassDOT at any time, during periods of extreme congestion, a higher price per kWh may be charged once a vehicle has surpassed an 80% state of charge, so long as notice of that price change is provided prior to the start of the session and again when the vehicle reaches an 80% state of charge.
3) Price structure, including any other fees in addition to the price for electricity to charge, must be clearly displayed and explained prior to the commencement of a charging session.
4) The display of pricing information must comply with Applicable Law.
5) EV Chargers must provide for secure payment methods, accessible to persons with disabilities, which at a minimum shall include a contactless payment method that accepts major debit and credit cards (i.e. tap to pay), mobile payment services such as Apple Pay and Google Wallet, an SMS that provides the EV charging customer with the option to initiate a charging session and submit payment, plug and charge in accordance with ISO 15118 as referenced in Section 4.16.5.1 of this Appendix E, and Wex cards as held by Massachusetts state staff.

    - EV Chargers shall not require membership for use and shall charge vehicles from all manufacturers equally and on a first come first served basis. Reasonable discounts may be granted to customers that have memberships.
    - EV Chargers shall not delay, limit, or curtail power flow to vehicles because of payment method or membership.
    - EV Chargers shall provide access for customers that are limited English proficient and accessibility for people with disabilities. SMS payment options shall clearly identify payment access for these populations.

4.16.5.6 **MassDOT Data Sharing Requirement**

The Concessionaire must submit charging data and insights available to MassDOT monthly or upon request. This includes but is not limited to:

1) Number and geographic location of Charging Ports at each Service Plaza
2) Charger specifications at each Service Plaza (e.g., dimensions, power output, connector types, cable lengths, operating temperature, etc.)
3) Charging Port usage (number of charging sessions/day, time of use, time of day peaks, session times, sessions overlap, wait time between sessions, idle time post charging, power use in kWh)
4) Charging Port (uptime, utilization rate, log of malfunctions or faults resulting in downtime
5) Charging Port maintenance logs (schedule and activities)
6) Customer experience - complaint logs, customer service reports

4.16.5.7 Third Party Data Sharing Requirement

1) If OCPI data is available to the Concessionaire, the Concessionaire shall share that data with MassDOT in a mutually agreed upon format such that MassDOT can utilize the data within MassDOT's EV charging dashboard.
2) The Concessionaire shall make the following data fields available, free of charge, to third-party software developers in real-time, via application programming interface (API). Each data attribute detailed in Table 7 is either required per 23 CFR 680.112(a)(c) or recommended. A recommended field is information that has been deemed pertinent but not required. If recommended fields are reported, they must be reported concurrently, within the same module, as required fields. Submission of recommended fields is encouraged to enhance evaluation and analysis. The Data Format and Preparation Guidance document (Version 6.0) is also included in the RIDs.

Table 7 Summary of Required Data Items per 23 CFR 680.112(a)-(c)

Module	Data Attribute	Field Name	Data Type
All	Station ID*	station_id	String(36)
1, 2, 3, 4	Port ID*	port_id	String(36)
All	Direct Recipient ID	direct_recipient_id	Categorical
All	Network Provider*	network_provider	Categorical
5 and 9	Project ID	project_id	String(36)
Module 1: Station Location	Station Nickname	Module 1: Station Location data must be completed by registering the station through the EV-ChART website.	String(50)
	Station Address*		String(255)

	Station City*		String(100)
	Station State*		Categorical
	Station ZIP*		String(5)
	Station ZIP Extended*		String(4)
	Station Longitude*		Decimal(11,6)
	Station Latitude*		Decimal(10,6)
	Project Type		Categorical
	Operational Date		DateTime
	Station Located on AFC*		Boolean
	Port Type		Categorical
Module 2: Charging Sessions	Charger ID	charger_id	String(36)
	Session ID*	session_id	String(36)
	Connector ID	connector_id	String(36)
	Session Start*	session_start	DateTime
	Session End*	session_end	DateTime
	Session Error*	session_error	String(255)
	Session Error Description	error_other	String(255)
	Energy Charged*	energy_kwh	Decimal(7,2)
	Peak Power*	power_kw	Decimal(7,2)
	Payment Method*	payment_method	String(255)
	Payment Method Description	payment_other	String(255)

Module	**Data Attribute**	**Field Name**	**Data Type**
Module 3: Uptime	Uptime Reporting Start Date*	uptime_reporting_start	DateTime
	Uptime Reporting End Date*	uptime_reporting_end	DateTime
	Uptime*	uptime	Decimal(5,2)
	Total Outage*	total_outage	Decimal(8,2)
	Total Excluded Outage*	total_outage_excl	Decimal(8,2)
Module 4: Outages	Outage ID*	outage_id	DateTime
	Outage Duration*	outage_duration	Decimal(8,2)
	Excluded Outage	excluded_outage	Boolean
	Excluded Outage Reason	excluded_outage_reason	Integer(1)
	Excluded Outage Notes	excluded_outage_notes	String(255)
Module 5: Maintenance Costs	Maintenance and Repair Cost Reporting Start Date*	maintenance_report_start	DateTime
	Maintenance and Repair Cost Reporting End Date*	maintenance_report_end	DateTime

	Charging as a Service	caas	Boolean
	Total Maintenance and Repair Cost*	maintenance_cost_total	Decimal(9,2)
	Maintenance Notes	maintenance_notes	String(255)
Module 6: Station Operator Identity	Station Operator Name*	operator_name	String(255)
	Operator Type	operator_type	String(255)
	Station Operator Address*	operator_address	String(255)
	Station Operator City*	operator_city	String(255)
	Station Operator State*	operator_state	String(2)
	Station Operator ZIP*	operator_zip	String(5)
	Station Operator ZIP Extended	operator_zip_extended	String(4)
	Operator Notes	operator_notes	String(255)
Module 7: Station Operator Program	Opportunity Program Reporting Year*	program_report_year	Integer(4)
	Opportunity Program Participation*	opportunity_program	String(255)
	Opportunity Program Description	program_descript	String(255)
Module 8: DER Information	Distributed Energy Resource On-Site*	der_onsite	Boolean
	DER Upgrade	der_upgrade	Boolean
	DER Asset Type*	der_type	String(255)
	DER Asset Type Description	der_type_other	String(255)
	Power Output Capacity*	der_kw	Decimal(10,2)
	Energy Storage Capacity*	der_kwh	Decimal(10,2)
Module 9: Capital and Installation Costs	Station Upgrade	station_upgrade	Boolean
	Charging Equipment Acquisition Date	equipment_acq_date	DateTime

Module	**Data Attribute**	**Field Name**	**Data Type**
Module 9: Capital and Installation Costs	Charging Equipment Acquisition Owned	equipment_acq_owned	Boolean
	Total Charging Equipment Acquisition Cost*	equipment_cost_total	Decimal(11,2)
	Charging Equipment Installation Date	equipment_install_date	DateTime
	Total Charging Equipment Installation Cost*	equipment_install_cost_total	Decimal(11,2)
	Charging Equipment Installation Cost - Electric Material	equipment_install_cost_elec	Decimal(11,2)

	Charging Equipment Installation Cost - Construction Material	equipment_install_cost_const	Decimal(11,2)
	Charging Equipment Installation Cost - Labor	equipment_install_cost_labor	Decimal(11,2)
	Charging Equipment Installation Cost - Other	equipment_install_cost_other	Decimal(11,2)
	Distributed Energy Acquisition Owned	der_acq_owned	Boolean
	Total Distributed Energy Acquisition Cost*	der_cost_total	Decimal(11,2)
	Total Distributed Energy Installation Cost*	der_install_cost_total	Decimal(11,2)
	Total Distribution and System Costs*	dist_sys_cost_total	Decimal(11,2)
	Total Service Costs*	service_cost_total	Decimal(11,2)

3) To ensure accessibility, transparency, and ease of use for EV users, all EV charging hardware deployed under this Lease, as well as real-time charger status and pricing, must be at all times fully integrated and visible on no less than the three (3) most commonly used open-source mapping and/or charging applications (currently identified as: PlugShare, ChargeHub, and Open Charge Map) so long as the applications do not impose a substantial cost or unreasonable barriers on the Concessionaire for doing so. The Concessionaire shall also ensure that all EV charging hardware deployed under this Lease, as well as real-time charger status and pricing appears fully visible on relevant popular web mapping services, including Google Maps and Apple Maps. Real-time charger status and pricing shall also be made available on the Massachusetts 511 portal.

4.16.5.8 **Data Privacy, Cybersecurity & Customer Service Requirements**

1) Without limiting the requirements of Applicable Law, the Concessionaire must take reasonable measures to safeguard consumer data.
2) The Concessionaire shall collect, process, and retain only that personal information strictly necessary to provide the charging service to a consumer, including information to complete the charging transaction and to provide the location of EV Charging Stations to the consumer.
3) EV Charging Stations and Charging Networks must comply with appropriate PCI DSS for the processing, transmission, and storage of cardholder data.
4) The Concessionaire must adhere to the following cybersecurity requirements:

(a) The Concessionaire shall align with the appropriate Trust Services Criteria under SOC 2 Type 2, including:

i. *Security:* Ensure that systems are protected against unauthorized access, both physical and logical, safeguarding the integrity and confidentiality of information. The Concessionaire must demonstrate robust security measures to protect sensitive transportation data and infrastructure.

ii. *Availability:* Ensure that charging infrastructure is reliably available to users.

iii. *Processing Integrity:* Concessionaire must ensure that system processing is complete, valid, accurate, timely, and authorized. This involves ensuring that data related to charging sessions, billing, and system operations are processed correctly, which is vital for operational efficiency and user trust.

iv. *Confidentiality:* Concessionaire must address the protection of confidential information from unauthorized access. Concessionaire may handle sensitive data, such as user information or proprietary technology details, necessitating stringent confidentiality measures to comply with the Contract Standards and maintain stakeholder trust.

(b) The Concessionaire must implement cybersecurity strategies to ensure EV Charging Station operations protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the electrical grid.

(c) The Concessionaire must employ practices that protect customer identity and access management.

(d) The Concessionaire must employ standardized secure protocols utilizing modern encryption and design for cryptographic agility.

(e) The Concessionaire must support multiple Public Key Infrastructure (PKI).

(f) The Concessionaire must employ measures to ensure incident prevention based on latest applicable State IT Standards as listed here: https://www.mass.gov/lists/eotss-technology-standards-and-guidelines

(g) The Concessionaire must employ practices that address software update management and deployment of security patches.

(h) The Concessionaire must implement third-party cybersecurity testing and certification.

(i) The Concessionaire must maintain continuity of cybersecurity operations when communication between the EV Charger and Charging Network is disrupted.

4.16.5.9 **Operations & Maintenance Requirements**

1) The Concessionaire must operate and maintain all EV Charging Stations in accordance with the Lease throughout the Lease Term.
2) EV Charging Stations must have similar amenities to fuel pumps on site, such as lighting and trash receptacles. The Concessionaire must maintain the option to include canopies above EV Charging Stations. Any canopies above EV Charging Stations must include solar panels and shall be subject to MassDOT verification.
3) EV Charging Stations must be available for use and sited at locations physically accessible to the public 24 hours per day, seven days per week, year-round, regardless of weather conditions. This Section 4.0: of this Appendix E does not prohibit isolated or temporary interruptions in service or access because of maintenance or repairs.
4) The Concessionaire must take all actions (e.g., snow plowing, shoveling, drain clearing) necessary to ensure that inclement weather does not prevent access to the EV Charging Stations.
5) The Concessionaire must not move an EV Charging Station that complies with the terms of this Appendix E to another location or sell or take an EV Charger out of service (unless contemporaneously replaced with another functioning EV Charger), for any reason without prior written Notice of Conformance from MassDOT.
6) The Concessionaire shall not impose any discriminatory restrictions on charging by any J3400 Connector-compliant vehicle or any CCS Type 1-compliant vehicle, regardless of manufacturer. As such, vehicles of all manufacturers shall be treated and served in an equal manner on a first come first served basis.
7) The Concessionaire must ensure that EV charging customers have mechanisms to report outages, malfunctions, and other issues with charging infrastructure. The Concessionaire must enable access to accessible platforms that provide multilingual services and receive necessary support and assistance. The Concessionaire must comply with the American with Disabilities Act's requirements and multilingual access when creating reporting mechanisms.
8) The Concessionaire must implement procedures (including through iOS and Android applications or mobile-friendly websites) to receive customer complaints and create logs detailing any customer complaints.
9) The Concessionaire must make available all customer complaint logs and Customer Service Reports to MassDOT upon request.
10) The Concessionaire must make available 24/7 customer support via toll-free telephone number clearly posted on or near EVSE. An

option to reach customer support by means of text message is preferred. Support should be capable of providing or dispatching service to address customer concerns at the EV Charging Station, including rebooting if necessary. Key support includes the ability to initiate a charging session remotely in the event of component failures such as touch screens or credit card readers to avoid stranded drivers. In addition to a support phone number, all EVSE shall be labeled with a unique identifier visible when powered off to facilitate issue reporting.

11) Twice a day, once in the evening and once at the close of a business day, the Concessionaire shall log the status and confirm the functionality of all EV Chargers and all Charging Ports at all Service Plazas. The Concessionaire shall provide these logs to MassDOT upon request. All logs shall be securely stored.
12) Upon identification, the Concessionaire shall clearly indicate chargers that are temporarily inoperable or otherwise not functioning in order to prevent users from attempting to use such out of service chargers.
13) Uptime Requirements during the O&M period shall follow the guidelines laid out in Section 4.16.5.4 of this Appendix E.

4.16.5.10 **Annual Reporting**

The Concessionaire is required to develop an EV Charging Annual Report that is submitted at the end of the calendar year (by December 31st) post Commencement Date on an annual basis.

The EV Charging Annual Report shall be subject to Conformance Review and verification by MassDOT.

The EV Charging Annual Report includes the following sections at a minimum. A framework of each required section is outlined below.

4.16.5.11 **Executive Summary**

The Concessionaire must submit charging data and insights available to MassDOT monthly through a written report. This includes but is not limited to:

(a) Number and geographic location of Charging Ports at each Service Plaza
(b) EV Charger specifications at each Service Plaza (e.g., dimensions, power output, connector types, cable lengths, operating temperature, etc.)
(c) Charging Port usage (number of charging sessions/day, time of use, time of day peaks, session times, sessions overlap, wait time between sessions, idle time post charging, power use kWh)

(d) Charging Port uptime, utilization rate, log of malfunctions or faults resulting in downtime
(e) Charging Port maintenance logs (schedule and activities)
(f) Customer experience - complaint logs, Customer Service Reports

MassDOT also reserves the right to, upon request, have the Concessionaire develop a dashboard showing this monthly generated data as well as integrate this dashboard with MassDOT's own EV Charging dashboard.

4.16.5.12 **Utilization**

Upon conclusion of the installation of all EV chargers assigned to any particular Service Plaza and within 1 week of the conclusion of each fiscal quarter, the Concessionaire shall record the utilization rate for each Service Plaza's EV Charging Station and include it in the EV Charging Annual Report to MassDOT. The utilization rate shall be calculated using the following formula:

$$X = \frac{T}{S * 60 * 24 * D - M}$$

X = utilization rate

T = Sum of all minutes of utilization of all Charging Stalls as measured by the number of the total number of minutes vehicles are connected to EV Chargers.

S = Number of Charging Stalls at the Service Plaza.

D = the number of days in the quarter.

M = the total number of minutes of downtime in a given quarter.

4.16.5.13 **Queuing**

The Concessionaire shall develop a Queuing Plan, which shall be included in the EV Charging Annual Report to minimize and address queuing at EV charging stations during the busiest times of a day and during the busiest travel days of the year. The Queuing Plan must detail how the Concessionaire will ensure safe operations of the Plazas and EV charging stations, that queues at EV charging stations are managed in an orderly way that ensures access to charging on a first come first served basis, shall identify how Concessionaire will keep queues as minimal as possible during the busiest travel days of the year, and shall ensure that queues at EV charging stations do not impede the safe flow of traffic into or throughout the service plazas. The Concessionaire shall be responsible for implementing the elements of the Queuing Plan. The Queuing Plan shall be reviewed for conformance and updated annually to ensure performance and results sufficiently align with the requirements of the Queuing Plan.

4.16.5.14 **Utility Coordination**

The Concessionaire shall provide a summary of the utility coordination efforts that have occurred in the calendar year in the EV Charging Annual Report as required in Section 4.16.5.3. The summary shall include all significant meetings and the outcomes of these meetings. Any Concessionaire action items and proposed actions/actions undertaken shall also be summarized in this section.

4.16.5.15 **Future Buildout Strategy Narrative**

The Concessionaire shall update the narrative submitted as part of Section 4.16.2 on an annual basis and submit as part of the EV Charging Annual Report.

4.17 PHYSICAL AND CYBER SECURITY

4.17.1 General

The Concessionaire shall include physical and cybersecurity systems in the design and/or renovation of Service Plazas for the protection of the travelling public, Service Plaza employees, and MassDOT assets. The Concessionaire is solely responsible for the security of all aspects of the Service Plazas, including the site, infrastructure, buildings, telecommunications infrastructure rooms, on/off ramps, parking areas, service roads, service road gates, and retail operations, in accordance with the Contract Standards.

The Final Design must incorporate principles of Crime Prevention Through Environmental Design (CPTED), including lighting, landscape/hardscape, natural surveillance, and territorial reinforcement techniques applied to enhance security.

4.17.2 Operational Requirements

4.17.2.1 All security cameras must be Internet Protocol (IP) devices.

4.17.2.2 All cameras must be of vandal-resistant design rated IK10 or better.

4.17.2.3 All exterior cameras must be outdoor rated IP-66 and/or NEMA-4X, operating temperature -40ºF to +122˚F and humidity 10-100% RH (Condensing) or better.

4.17.2.4 All exterior cameras must be equipped with PoE surge suppression devices.

4.17.2.5 All building exterior doors (including back of house entrances and exits) must have fixed camera coverage.

4.17.2.6 All public entry/exit doors must have fixed camera providing full frontal images of persons entering and exiting the building. This requires interior and exterior fixed cameras at public entrance/exit doors.

4.17.2.7 Service Plaza vehicle on and off ramps must be equipped with fixed cameras with sufficient image quality & resolution to record vehicle license plates entering and exiting the Service Plaza parking areas.

4.17.2.8 Service road vehicle gates must be equipped with fixed cameras and card readers used for monitoring and controlling gates with sufficient image quality and resolution to record vehicle license plates entering and exiting the Service Plaza.

4.17.2.9 Service Plaza parking areas must be equipped with exterior fixed pole-mounted cameras with complete coverage of all truck and car parking areas. Parking area cameras must be mounted high enough and in locations necessary to provide area coverage despite presence of tall vehicles including tractor-trailers. Pole-mounted cameras mounted higher than 15' above grade require camera lowering devices.

4.17.2.10 All telecommunications infrastructure must be secured inside a lockable room/enclosure equipped with a camera and real-time monitored intrusion detection system.

4.17.2.11 All cameras must be recorded on one or more network video recording (NVR) devices as necessary to record based on the following parameters:

4.17.2.11.1 H.264 or H.265 compression protocol recording at maximum camera resolution using 15 frame per second (fps) recording rate (continuous) with 50% scene activity and 30 minimum days retention.

4.17.2.12 Concessionaire shall maintain the camera system at fully operational status based on daily verification of camera operation and documentation of such. Camera system maintenance must be carried out promptly. Cameras may not be out of service for longer than 24 hours.

4.17.2.13 Concessionaire shall not use non-operational "Dummy" cameras for deterrence purposes or otherwise.

4.17.3 Technical Requirements

4.17.3.1.1 Fixed OUTDOOR 8MP High Definition IP Camera

4.17.3.1.2 The Fixed Outdoor 8MP High Definition IP Camera shall be certified by the manufacturer to be fully compatible with the existing Network Video Recorder.

4.17.3.1.3 The Fixed Outdoor 8MP High Definition IP Camera shall be of a day/night (color/B&W) type with automatically removable infrared cut filter for viewing scenes at low light levels.

4.17.3.1.4 The Fixed Outdoor 8MP High Definition IP Camera shall output multiple video streams using different codecs simultaneously.

4.17.3.1.5 The Fixed Outdoor 8MP High Definition IP Camera shall stream both H.265 and MJPEG, minimum.

4.17.3.1.6 The Fixed Outdoor 8MP High Definition IP Camera shall include a Web User Interface.

4.17.3.1.7 The Fixed Outdoor 8MP High Definition IP Camera shall be ONVIF conformant.

4.17.3.1.8 The Fixed Outdoor 8MP High Definition IP Camera shall have a Wide Dynamic Range to compensate for a wide range of ambient lighting conditions within a camera's field of view. The dynamic range shall be a minimum of 120dB.

4.17.3.1.9 The Concessionaire shall provide and install all required camera mounting brackets, adapters and associated hardware to mount the Fixed Outdoor 8MP High Definition IP Cameras at the location(s) shown in the Final Design.

4.17.3.1.10 The Fixed Outdoor 8MP High Definition IP Camera shall accept a minimum of ¼" bolts for mounting.

4.17.3.1.11 The Fixed Outdoor 8MP High Definition IP Camera shall be provided with a backbox with a ¾" threaded knockout for conduit attachments which shall be used for all connections to the Fixed Outdoor 8MP High Definition IP Camera. The backbox shall be by the same manufacturer as the camera and shall be designed for compatibility with The Fixed Outdoor 8MP High Definition IP Camera.

4.17.3.1.12 The Fixed Outdoor 8MP High Definition IP Camera shall stream 30 FPS at 1920 x 1080 with H.265 encoding.

4.17.3.1.13 The Fixed Outdoor 8MP High Definition IP Camera shall simultaneously stream two separate 15 FPS multicast streams at 1920 x 1080 with H.265 encoding.

4.17.3.1.14 General Construction

4.17.3.1.14.1 Impact resistant polycarbonate housing, IK10, minimum

4.17.3.1.14.2 Dustproof, waterproof, IP66, NEMA-4X rated

4.17.3.1.14.3 Clear polycarbonate dome

4.17.3.1.14.4 Tamper and impact resistant Camera assembly

4.17.3.1.15 Electrical

4.17.3.1.15.1 RJ-45 connector for 100Base-TX Ethernet

4.17.3.1.15.2 Input voltage: PoE (IEEE 802.3af) Class 3, 8 watts at camera; maximum

4.17.3.1.15.3 Camera and heater shall be fully operational to the Operating Temperature listed elsewhere in this specification on IEEE 802.3af PoE.

4.17.3.1.16 Imaging System

4.17.3.1.16.1 Iris: Automatic iris control

4.17.3.1.16.2 Imaging Sensor: 1/1.2"

4.17.3.1.16.3 Image Resolution: 1080p (1920 x 1080, 30 FPS), minimum

4.17.3.1.16.4 Focus: Remote focus and zoom

4.17.3.1.16.5 Varifocal Lens: 36 to 100 degree horizontal field of view,

4.17.3.1.17 Low light level operation to 0.07 lux at F1.6 in color mode and 0.0 lux at F1.6 in black and white mode.

4.17.3.1.18 Camera Angle Adjustment

4.17.3.1.18.1 Panning Range: 180º

4.17.3.1.18.2 Tilting Range: 0º to 75º, minimum

4.17.3.1.19 The Fixed Outdoor 8MP High Definition IP Camera assembly shall meet the following environmental requirements:

4.17.3.1.19.1 Operating Temperature: -58ºF to +131˚F

4.17.3.1.19.2 Humidity: 10 – 100%, RH (Condensing)

4.17.3.1.19.3 Environmental Rating: IP66

4.17.3.1.19.4 Dimensions: 6.5"W x 5"H, maximum

4.17.3.1.19.5 Weight: 2.5 lbs., maximum

4.17.3.1.20 Networking Requirements:

4.17.3.1.20.1 The Fixed Outdoor 8MP High Definition IP Camera shall include Unicast and Multicast streaming.

4.17.3.1.20.2 The Fixed Outdoor 8MP High Definition IP Camera shall support the following protocols: TCP/IP, UDP/IP, IPv4, IPv6, HTTP, HTTPS, Unicast, Multicast (IGMP), UPnP, DNS, DHCP, ARP, FTP, RTP, and NTP.

4.17.3.1.20.3 The Fixed Outdoor 8MP High Definition IP Camera shall be password protected.

4.17.3.1.20.4 The Fixed Outdoor 8MP High Definition IP Camera shall be fully compatible with the Ethernet Switch, Network Video Recorder, and Enterprisewide Security System.

4.17.3.2 The Concessionaire is responsible for all Fixed Outdoor 8MP High Definition IP Camera setting adjustments to be configured for the location and application. Fixed Outdoor 8MP High Definition IP Camera adjustments shall include brightness, contrast, saturation, zoom level, focus, back light compensation, wide dynamic range, frame rate, and compression.

4.17.3.3 The Fixed Outdoor 8MP High Definition IP Camera shall support custom image overlay functionality with adjustable transparency and dynamic positioning at the device level.

4.17.4 180 Degree Multidirectional IP Camera

4.17.4.1 The 180 Degree Multidirectional IP Camera shall be certified by the manufacturer to be fully compatible with the existing Network Video Recorder.

4.17.4.2 The 180 Degree Multidirectional IP Camera shall provide 180-degree field of view via four 3420x1920 CMOS sensors and produce video in quad view mode. It shall also provide digital PTZ along with automated video analytics to allow users to efficiently monitor large visual fields with capability to focus on certain areas when suspicious activity is observed.

4.17.4.3 The 180 Degree Multidirectional IP Camera shall be of a day/night (color/B&W) type with automatically removable infrared cut filter for viewing scenes at low light levels.

4.17.4.4 The 180 Degree Multidirectional IP Camera shall output multiple video streams using different codecs simultaneously.

4.17.4.5 The 180 Degree Multidirectional IP Camera shall stream both H.264 and MJPEG, minimum.

4.17.4.6 The 180 Degree Multidirectional IP Camera shall include a Web User Interface.

4.17.4.7 The 180 Degree Multidirectional IP Camera shall be ONVIF conformant.

4.17.4.8 The 180 Degree Multidirectional IP Camera shall have a Wide Dynamic Range to compensate for a wide range of ambient lighting conditions within a camera's field of view. The dynamic range shall be a minimum of 120dB.

4.17.4.9 The Concessionaire shall provide and install all required camera mounting brackets, adapters and associated hardware to mount the 180 Degree Multidirectional IP Camera at the location(s) shown on the Final Design.

4.17.4.10 The 180 Degree Multidirectional IP Camera shall accept a minimum of ¼" bolts for mounting.

4.17.4.11 The 180 Degree Multidirectional IP Camera shall have (or shall be provided with a backbox having) a ¾" threaded knockout for conduit attachments which shall be used for all connections to the 180 Degree Multidirectional IP Camera. (If a backbox is required, the backbox shall be by the same manufacturer as the camera and shall be designed for compatibility with the 180 Degree Multidirectional IP Camera.)

4.17.4.12 The 180 Degree Multidirectional IP Camera shall stream 30 FPS at 3712 x 1856 with H.264 encoding.

4.17.4.13 The 180 Degree Multidirectional IP Camera shall simultaneously stream two separate 15 FPS multicast streams at 3712 x 1856 with H.264 encoding.

4.17.4.14 General Construction

4.17.4.14.1 Impact resistant aluminum housing, IK10, minimum

4.17.4.14.2 Dustproof, waterproof, IP66/IP67-, NEMA-4X rated

4.17.4.14.3 Clear polycarbonate hard-coated dome

4.17.4.14.4 Tamper and impact resistant Camera assembly

4.17.4.15 Electrical

4.17.4.15.1 RJ-45 connector for 100Base-TX Ethernet

4.17.4.15.2 Input voltage: PoE (IEEE 802.3at), Typical 12 W, 18 W maximum

4.17.4.15.3 Camera and heater shall be fully operational to the Operating Temperature listed elsewhere in this specification on IEEE 802.3af PoE.

4.17.4.16 Imaging System

4.17.4.16.1 Iris: Automatic iris control

4.17.4.16.2 Imaging Sensor: 4 x 1/2.8"

4.17.4.16.3 Image Resolution: 3712 x 1856, 30 FPS, minimum

4.17.4.16.4 Focus: Remote focus and zoom

4.17.4.16.5 Varifocal Lens: 180 degree horizontal field of view

4.17.4.17 Low light level operation to 0.15 lux at F2.0 in color mode and 0.05 lux at F2.0 in black and white mode.

4.17.4.18 Camera Angle Adjustment

4.17.4.18.1 Panning Range: ±180º

4.17.4.18.2 Tilting Range: 0º to 50º, minimum

4.17.4.18.3 Roll: ±5º

4.17.4.19 The 180 Degree Multidirectional IP Camera assembly shall meet the following environmental requirements:

4.17.4.19.1 Operating Temperature: -40ºF to +131˚F

4.17.4.19.2 Humidity: 10 – 100% RH, Condensing

4.17.4.19.3 Environmental Rating: IP66/IP67

4.17.4.19.4 Dimensions: 7.7"W x 6.7"H, maximum

4.17.4.19.5 Weight: 5.1 lbs., maximum

4.17.4.20 Networking Requirements:

4.17.4.20.1 The 180 Degree Multidirectional IP Camera shall include Unicast and Multicast streaming.

4.17.4.20.2 The 180 Degree Multidirectional IP Camera shall support the following protocols: IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPSB, HTTP/2, TLSB, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMPTS, mDNS (Bonjour), UPnP, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, LLDP, CDP, MQTT v3.1.1, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf), IEEE 802.1X (EAPS-TLS), IEEE 802.1AR.

4.17.4.20.3 The 180 Degree Multidirectional IP Camera shall be password protected.

4.17.4.20.4 The 180 Degree Multidirectional IP Camera shall be fully compatible with the Ethernet Switch, Network Video Recorder, and Enterprisewide Security System.

4.17.4.21 The Concessionaire is responsible for all 180 Degree Multidirectional IP Camera setting adjustments to be configured for the location and application. 180 Degree Multidirectional IP Camera adjustments shall include brightness, contrast, saturation, zoom level, focus, back light compensation, wide dynamic range, frame rate, and compression.

4.17.4.22 The 180 Degree Multidirectional IP Camera shall support custom image overlay functionality with adjustable transparency and dynamic positioning at the device level.

4.17.4.23 The 180 Degree Multidirectional IP Camera shall include a Horizon straightening feature. This feature compensates for any physical tilt of the camera, removing any distortion and enabling the horizon to be straight even though it is not in the middle of the image.

4.17.5 360 Degree Multidirectional IP Camera

4.17.5.1 The 360 Degree Multidirectional IP Camera shall be certified by the manufacturer to be fully compatible with the existing Network Video Recorder.

4.17.5.2 The 360 Degree Multidirectional IP Camera shall provide 360-degree field of view and produce video in quad view mode. It shall also provide digital PTZ along with automated video analytics to allow users to efficiently monitor large visual fields with capability to focus on certain areas when suspicious activity is observed.

4.17.5.3 The 360 Degree Multidirectional IP Camera shall be of a day/night (color/B&W) type with automatically removable infrared cut filter for viewing scenes at low light levels.

4.17.5.4 The 360 Degree Multidirectional IP Camera shall output multiple video streams using different codecs simultaneously.

4.17.5.5 The 360 Degree Multidirectional IP Camera shall stream both H.265 and MJPEG, minimum.

4.17.5.6 The 360 Degree Multidirectional IP Camera shall include a Web User Interface.

4.17.5.7 The 360 Degree Multidirectional IP Camera shall be ONVIF conformant.

4.17.5.8 The 360 Degree Multidirectional IP Camera shall have a Wide Dynamic Range to compensate for a wide range of ambient lighting conditions within a camera's field of view. The dynamic range shall be a minimum of 120dB.

4.17.5.9 The Concessionaire shall provide and install all required camera mounting brackets, adapters and associated hardware to mount the 360 Degree Multidirectional IP Camera at the location(s) shown in the Final Design.

4.17.5.10 The 360 Degree Multidirectional IP Camera shall accept a minimum of ¼" bolts for mounting.

4.17.5.11 The 360 Degree Multidirectional IP Camera shall have (or shall be provided with a backbox with) a ¾" threaded knockout for conduit attachments which shall be used for all connections to the 360 Degree Multidirectional IP Camera. (If a backbox is required, the backbox shall be by the same manufacturer as the camera and shall be designed for compatibility with the 180 Degree Fixed IP Camera.)

4.17.5.12 The 360 Degree Multidirectional IP Camera shall stream 30 FPS at 1920 x 1080 with H.265 encoding.

4.17.5.13 The 360 Degree Multidirectional IP Camera shall simultaneously stream two separate 15 FPS multicast streams at 1920 x 1080 with H.265 encoding.

4.17.5.14 General Construction

4.17.5.14.1 Impact resistant aluminum housing, IK09, minimum

4.17.5.14.2 Dustproof, waterproof, IP67, NEMA-4X rated

4.17.5.14.3 Clear polycarbonate dome

4.17.5.14.4 Tamper and impact resistant Camera assembly

4.17.5.15 Electrical

4.17.5.15.1 RJ-45 connector for 100Base-TX Ethernet

4.17.5.15.2 Input voltage: PoE+ (IEEE 802.3at), 25.5 watts at camera; maximum

4.17.5.15.3 Camera and heater shall be fully operational to the Operating Temperature listed elsewhere in this specification on IEEE 802.3af PoE.

4.17.5.16 Imaging System

4.17.5.16.1 Iris: Automatic iris control

4.17.5.16.2 Imaging Sensor: 4 x 1/2.8"

4.17.5.16.3 Image Resolution: 4 x 1920 x 1080, 30 FPS, minimum

4.17.5.16.4 Focus: Remote focus and zoom

4.17.5.16.5 Varifocal Lens: 96 to 49 degree horizontal field of view

4.17.5.17 Low light level operation to 0.17 lux at F1.8 in color mode and 0 lux at F1.8 in black and white mode.

4.17.5.18 Camera Angle Adjustment

4.17.5.18.1 Panning Range: ±90º

4.17.5.18.2 Tilting Range: 25º to 95º, minimum

4.17.5.19 The 360 Degree Multidirectional IP Camera assembly shall meet the following environmental requirements:

4.17.5.19.1 Operating Temperature: -22ºF to +122˚F

4.17.5.19.2 Humidity: 10 – 100% RH, Non-condensing

4.17.5.19.3 Environmental Rating: IP66/IP67

4.17.5.19.4 Dimensions: 12.5"W x 6"H, maximum

4.17.5.19.5 Weight: 11 lbs., maximum

4.17.5.20 **Networking Requirements:**

4.17.5.20.1 The 360 Degree Multidirectional IP Camera shall include Unicast and Multicast streaming.

4.17.5.20.2 The 360 Degree Multidirectional IP Camera shall support the following protocols: TCP/IP, UDP/IP, IPv4, IPv6, HTTP, HTTPS, Unicast, Multicast (IGMP), UPnP, DNS, DHCP, ARP, FTP, RTP, and NTP.

4.17.5.20.3 The 360 Degree Multidirectional IP Camera shall be password protected.

4.17.5.20.4 The 360 Degree Multidirectional IP Camera shall be fully compatible with the Ethernet Switch, Network Video Recorder, and Enterprisewide Security System.

4.17.5.21 The Concessionaire is responsible for all 360 Degree Multidirectional IP Camera setting adjustments to be configured for the location and application. 360 Degree Multidirectional IP Camera adjustments shall include brightness, contrast, saturation, zoom level, focus, back light compensation, wide dynamic range, frame rate, and compression.

4.17.5.22 The 360 Degree Multidirectional IP Camera shall support custom image overlay functionality with adjustable transparency and dynamic positioning at the device level.

4.17.6 Dual Sensor Multidirectional IP Camera

4.17.6.1 The Dual Sensor Multidirectional IP Camera shall be certified by the manufacturer to be fully compatible with the existing Network Video Recorder.

4.17.6.2 The Dual Sensor Multidirectional IP Camera shall provide 360-degree field of view and produce video in dual view mode. It shall also provide motorized remote focus and zoom and digital PTZ, along with automated video analytics to allow users to efficiently monitor large visual fields with capability to focus on certain areas when suspicious activity is observed.

4.17.6.3 The Dual Sensor Multidirectional IP Camera shall be of a day/night (color/B&W) type with automatically removable infrared cut filter for viewing scenes at low light levels.

4.17.6.4 The Dual Sensor Multidirectional IP Camera shall output multiple video streams using different codes simultaneously.

4.17.6.5 The Dual Sensor Multidirectional IP Camera shall stream both H.264 and MJPEG, minimum.

4.17.6.6 The Dual Sensor Multidirectional IP Camera shall include a Web User Interface.

4.17.6.7 The Dual Sensor Multidirectional IP Camera shall be ONVIF conformant.

4.17.6.8 The Dual Sensor Multidirectional IP Camera shall have a Wide Dynamic Range to compensate for a wide range of ambient lighting conditions within a camera's field of view. The dynamic range shall be a minimum of 120dB.

4.17.6.9 The Concessionaire shall provide and install all required camera mounting brackets, adapters and associated hardware to mount the Dual Sensor Multidirectional IP Camera at the location(s) shown in the Final Design.

4.17.6.10 The Dual Sensor Multidirectional IP Camera shall accept a minimum of ¼" bolts for mounting.

4.17.6.11 The Dual Sensor Multidirectional IP Camera shall have (or shall be provided with a backbox with) a ¾" threaded knockout for conduit attachments which shall be used for all connections to the Dual Sensor Multidirectional IP Camera. (If a backbox is required, the backbox shall be by the same manufacturer as the camera and shall be designed for compatibility with the Dual Sensor Multidirectional IP Camera.)

4.17.6.12 The Dual Sensor Multidirectional IP Camera shall stream 30 FPS at 1920 x 1080 with H.264 encoding.

4.17.6.13 The Dual Sensor Multidirectional IP Camera shall simultaneously stream two separate 15 FPS multicast streams at 1920 x 1080 with H.264 encoding.

4.17.6.14 General Construction

4.17.6.14.1 Impact resistant aluminum housing, IK09, minimum

4.17.6.14.2 Dustproof, waterproof, IP67, NEMA-4X rated

4.17.6.14.3 Clear polycarbonate dome

4.17.6.14.4 Tamper and impact resistant Camera assembly

4.17.6.15 Electrical

4.17.6.15.1 RJ-45 connector for 100Base-TX Ethernet

4.17.6.15.2 Input voltage: PoE+ (IEEE 802.3at), 25.5 watts at camera; maximum

4.17.6.15.3 Camera and heater shall be fully operational to the Operating Temperature listed elsewhere in this specification on IEEE 802.3af PoE.

4.17.6.16 Imaging System

4.17.6.16.1 Iris: Automatic iris control

4.17.6.16.2 Imaging Sensor: 2 x 1/2.8"

4.17.6.16.3 Image Resolution: 2 x 1920 x 1080, 30 FPS, minimum

4.17.6.16.4 Focus: Remote focus and zoom

4.17.6.16.5 Varifocal Lens: 95 to 48 degree horizontal field of view

4.17.6.17 Low light level operation to 0.17 lux at F1.8 in color mode and 0.4 lux at F1.8 in black and white mode.

4.17.6.18 Camera Angle Adjustment

4.17.6.18.1 Panning Range: ±110º

4.17.6.18.2 Tilting Range: ±75º, minimum

4.17.6.18.3 Rotation ±170º

4.17.6.19 The Dual Sensor Multidirectional IP Camera assembly shall meet the following environmental requirements:

4.17.6.19.1 Operating Temperature: -22ºF to +122˚F

4.17.6.19.2 Humidity: 10 – 100% RH, Non-condensing

4.17.6.19.3 Environmental Rating: IP66/IP67

4.17.6.19.4 Dimensions: 12.5"W x 6"H, maximum

4.17.6.19.5 Weight: 11 lbs., maximum

4.17.6.20 Networking Requirements:

4.17.6.20.1 The Dual Sensor Multidirectional IP Camera shall include Unicast and Multicast streaming.

4.17.6.20.2 The Dual Sensor Multidirectional IP Camera shall support the following protocols: TCP/IP, UDP/IP, IPv4, IPv6, HTTP, HTTPS, Unicast, Multicast (IGMP), UPnP, DNS, DHCP, ARP, FTP, RTP, and NTP.

4.17.6.20.3 The Dual Sensor Multidirectional IP Camera shall be password protected.

4.17.6.20.4 The Dual Sensor Multidirectional IP Camera shall be fully compatible with the Ethernet Switch, Network Video Recorder, and Enterprisewide Security System.

4.17.6.21 The Concessionaire is responsible for all Dual Sensor Multidirectional IP Camera setting adjustments to be configured for the location and application. Dual Sensor Multidirectional IP Camera adjustments shall include brightness, contrast, saturation, zoom level, focus, back light compensation, wide dynamic range, frame rate, and compression.

4.17.6.22 The Dual Sensor Multidirectional IP Camera shall support custom image overlay functionality with adjustable transparency and dynamic positioning at the device level.

4.17.7 Power Over Ethernet (PoE) Surge Protectors

4.17.7.1 PoE Surge Protectors shall be used to protect network equipment from surges and shall be installed inline on all outdoor camera circuits and gate call boxes. The PoE Surge Suppressor shall not have any effect on the data and power transmissions and shall protect all conductors in the Category 6 cable.

4.17.7.2 PoE Surge Protectors shall be installed in rack mount chassis whenever the connected switch is rack mounted and can be individually attached to the back panel or din rail in a neat manner in a SES cabinet.

4.17.7.3 The PoE Surge Protectors shall automatically reset after a surge event.

4.17.7.4 PoE Surge Suppressors shall meet or exceed the following specifications:

4.17.7.4.1 Dimensions: 4.5" x 2" x 1.5", maximum

4.17.7.4.2 Mounting: Panel and Rack depending on location

4.17.7.4.3 Clamping Voltage: 60 Volts

4.17.7.4.4 Response Time: Less than 5 ns

4.17.7.4.5 Compatible Ethernet Speeds: 10/100Base-T

4.17.7.4.6 Approvals: UL 497B

SECTION 5.0: ENVIRONMENTAL APPROVALS, CLEARANCES, COMPLIANCE, MITIGATION

SEE APPENDIX J TO THE LEASE FOR REQUIREMENTS

SECTION 6.0: UTILITIES

6.1 GENERAL STATEMENT

The Concessionaire shall complete its own Utility investigation to ensure that Utilities are properly identified and that all necessary Relocations occur so as to enable the Concessionaire to achieve completion of the Project in accordance with the Contract Standards. The Concessionaire shall devote resources to Utility investigation, coordination, monitoring, protection, and construction as required to complete the Project. Some Utilities may contain asbestos, either as the composition of the pipe or conduit, or as the insulation around the conduit, or sealant. The Concessionaire shall follow Appendix J with respect to any asbestos containing materials.

Anticipated services include: electrical, gas, water, sewer and communications, the identification of Utilities requiring Relocation or protection, notifications, and coordination of design and construction efforts for the Utility Work. The Concessionaire shall coordinate with any Utility agency (private, state or municipal) which may be impacted by the Project. MassDOT has coordinated with some of the Utility Owners in respect of the Service Plazas, including communications, electric, cable, and gas, and water Utilities; however, the Concessionaire must meet with all Utility Owners of affected Utilities to brief affected Utilities on proposed construction schedules, anticipated design changes, detours, etc. Permits may be required to work in the vicinity of existing Utilities. The Concessionaire shall obtain any permits sufficiently in advance of investigatory and Construction Work that will or may impact Utilities. Any costs related to acquisition of permits will be borne by the Concessionaire. Final Utility coordination is the responsibility of the Concessionaire.

6.2 ASCERTAINING THE LOCATION OF UTILITIES

The Concessionaire bears full responsibility at its own expense for ascertaining the existence and exact location and size of any Utility to be relocated or otherwise impacted on either a temporary or permanent basis. As Utility investigation and planning will be an integral aspect of the Final Design, the Concessionaire shall schedule and complete all Utility investigations no later than 90 calendar days after the Commencement Date. This early investigation work is to be scheduled in the Baseline Schedule submission and updated as part of the Progress Schedule/Monthly Updates.

6.2.1 Existing Utilities Known to MassDOT

Existing Utilities known to MassDOT are as shown on the BTC site plans. The Concessionaire shall be ultimately responsible for confirming all existing conditions in the field prior to commencing Construction Work. The Concessionaire shall be responsible for all necessary coordination with Utility Owners as required to complete the Project.

6.3 CONCESSIONAIRE RESPONSIBILITIES PERTAINING TO UTILITIES

6.3.1 Concessionaire's Responsibilities

This section defines the responsibility of the Concessionaire and MassDOT, with regard to the initial Utility Relocation plan and changes that occur as the prosecution of the Redevelopment Work and Permitted Capital Improvement Work progresses. The Concessionaire shall coordinate with Utility Owners that are impacted by the Concessionaire's operations. To support this effort, the Concessionaire shall provide routine and accurate schedule updates, provide notification of delays, and provide documentation of the steps taken to resolve any conflicts for the temporary and/or permanent Relocations of the impacted Utilities. The Concessionaire shall provide copies to MassDOT of the Concessionaire's communications with the Utility Owners, including:

- Providing advanced notice for all Utility-related meetings concerning the Project.
- Providing meeting minutes for all Utility-related meetings that the Concessionaire attends.
- Providing all test pit records.
- Providing copies of requests for e*arly Utility* work (see below).
- Providing notification letters for any proposed changes to Utility Work start dates and/or sequencing.
- Providing written notification of all Utility-related delays within seven (7) days after a recognized delay to actual Construction Work in the field, regardless of the cause. The Concessionaire's notification of any Utility-related delays to the critical path shall meet the requirements of Section 7.1.3.7.
- Providing communications concerning Right-of-Way needs in support of Utility Work.

- Providing notifications and forms evidencing or pertaining to the completion of any Utility Work.

The Concessionaire shall coordinate with any Utility Owner (private, state or municipal) which may be impacted by the Project. The Concessionaire shall meet with the Utility Owners within thirty (30) calendar days from the Commencement Date to brief affected Utility Owners on proposed construction schedules, detours, etc. The Concessionaire shall submit design plans to Utilities for review and approval of Utility Work. The Concessionaire shall communicate to MassDOT and Utilities changes or alterations to the proposed Utility Relocations shown on the preliminary plans. In addition, the Concessionaire shall communicate to MassDOT and Utilities changes or alterations to the proposed construction sequence that may affect the timing of Utility Relocations. The Concessionaire shall obtain all permits required to work in the vicinity of existing Utilities and must do so sufficiently in advance to avoid delays. MassDOT shall have no responsibility or liability in respect of the work required to obtain, the cost of obtaining, or delays associated with, Utility-related permits.

The Concessionaire shall be responsible for the planning, coordination and construction of Utility Work required for completion of the Project. The Concessionaire shall carry out the Utility Work carefully and skillfully and shall support and secure its work so as to avoid damage to all Utilities and other property. The Concessionaire shall not move or remove any Utility without the Utility Owner's written consent. The Concessionaire shall comply with all notice requirements of Utility Owners and, without limiting the foregoing, shall provide at least thirty (30) days' notice to any Utility Owner whose infrastructure will require Relocation. MassDOT shall be provided with a copy of the written notice. If Utility assets are damaged by the Concessionaire's operations, it shall notify the affected Utility Owners and MassDOT, and the Concessionaire shall bear all costs related to its repair. The Concessionaire shall be responsible for coordinating design changes with Utility Owners.

The Concessionaire shall notify MassDOT upon becoming aware that a Utility Owner is not advancing the work in accordance with the approved utility schedule. Such notice shall be provided to MassDOT no later than seven (7) days after the occurrence of the event that the Concessionaire believes to be a Utility delay. After such notice, MassDOT and the Concessionaire shall continue to diligently seek the Utility Owner's cooperation in performing their scope of work, provided however, that MassDOT shall have no responsibility or liability associated with Utility-related delays under any circumstances.

In order to demonstrate that a critical path delay has been caused by a Utility, the Concessionaire must demonstrate, through the requirements of the Progress Schedule/Monthly Update submissions and the supporting Lease records associated with Section 9.0 that the delays were beyond the control of the Concessionaire.

All documentation provided in this section is subject to the Conformance Review and verification of MassDOT and, if required, the Utility Owner. In accordance

with the Standard Specifications. A Time Extension will be granted for a delay caused by a Utility, only if the actual duration of the Utility Work is in excess of that shown on the Progress Schedule of Record, and only if;

1) the Concessionaire appropriately scheduled Utility investigation activities well in advance of the Final Design and properly incorporated those findings into the Final Design.
2) the Concessionaire provided proper written notification of delay to MassDOT in accordance with Article 17 and the time requirements that are specified in this Section.
3) the Utility delay is a critical path impact to the Progress Schedule of Record).

The Concessionaire shall also design, furnish and install conduit duct banks, manholes, risers, pull ropes, sleeves, earth support, backfill and dewatering systems as required within the Service Plazas, unless otherwise noted. The Concessionaire shall coordinate with Utility Owners to ascertain applicable specifications for material, installation, etc. and shall comply with all Utility Owner policies.

The following at a minimum is a list of Project specific Concessionaire requirements. Refer to the BTC plans for all Utility specific Relocation details not listed in this section:

Evaluating existing Utility conditions and notifying the Utility Owner(s) of any existing deficiencies and/or any impacts that might be associated with the Project during or after construction.

- Existing Utility service shall be maintained throughout construction unless noted otherwise. Minimize disruption to traffic on the approaches and adjacent ramps.
- Construction and maintenance of any required temporary earth support and dewatering systems to construct any deep Utility trenches.
- Protection and monitoring of existing Utilities and Utility coordination.
- District Utility Construction Engineer and Utility Contacts are available at the MassDOT Website: https://hwy.massdot.state.ma.us/webapps/Utilities/select.asp
- The Concessionaire shall monitor and protect existing Utility infrastructure that could potentially be impacted by construction activities. This work shall include vibration monitoring as needed to protect adjacent structures.
- The Concessionaire shall accurately locate the existing Utility lines. The Concessionaire shall protect all Utility lines during all phases of construction.
- The Concessionaire shall provide water and sewer demand calculations.
- The Concessionaire shall provide sewer video inspection, on-site sewage treatment inspection and disposal system inspections.

- The Concessionaire shall provide a detailed Relocation plan including both temporary and permanent Relocations for each stage as part of the Issued for Construction Design Documents.
- The Concessionaire shall complete any necessary tree trimming or clearing and grubbing required for temporary or permanent Relocations.
- The Concessionaire shall submit weekly Utility coordination reports to MassDOT outlining coordination attempts made (meetings, emails sent, and phone calls) and Utility progress for that week.
- The Concessionaire shall coordinate any Utility abandonment with respective Utility Owners.
- No temporary Utilities shall be removed until the permanent system is operational to the Utility Owner's requirements.
- All manholes, vaults, hand holes and other structures exposed to traffic are to be rated for traffic loading (HS-25). The Concessionaire shall coordinate with Utility Owner to make provisions for installation of traffic loading rated structures and/or covers if necessary.
- The size and type of Utility owned manholes shall be based on the number of ducts required and applicable Utility Owner standards.

Every effort shall be made to locate manholes, vaults, hand holes or other structures exposed to traffic outside of the travel lanes.

The Concessionaire shall verify design and details of Utility supports including capacity of Utility support members and conduit.

6.3.2 Utility Responsibilities / Work by Others

Utility Owners owning infrastructure within the Service Plazas shall be allowed to monitor the Concessionaire's Contract Services around their infrastructure.

The Ancillary Structures and Utility Dispositions table provided in the reference for information documents (RIDs) outlines the minimum-required Utility Work within the Service Plazas.

The Concessionaire shall verify that all items installed on behalf of each Utility Owner adhere to all design standards and specifications required by the relevant Utility Owner and that the proposed locations for Utility Work and installations have been approved by the Utility Owner. The Concessionaire shall coordinate with each Utility Owner to verify or acquire the latest standards and/or specifications.

6.4 NOTIFICATION TO UTILITY OWNERS

The Concessionaire shall coordinate with any Utility Owner whose assets may be affected by the Project. See the RIDs folder titled "Ancillary Structures and Utility Dispositions" for a partial list of Utility Owners whose assets are likely to be affected. Also refer to MassDOT's Utility Contact Website,

https://hwy.massdot.state.ma.us/webapps/utilities/select.asp, for the MassDOT Utility contact list. It is the responsibility of the Concessionaire to confirm, add to, and modify this information.

6.5 EARLY RELOCATION OF UTILITIES

Within thirty (30) days following the Commencement Date, the Concessionaire shall contact all Utility Owners who have infrastructure within or serving the Service Plazas and the Concessionaire shall exercise all reasonable efforts to discern such Utility Owners' plans for their own work on such Utilities. The Concessionaire shall coordinate with Utility Owners to avoid conflicts arising in relation to the Concessionaire's plans for the Utility Work and the planned work of Utility Owners.

6.6 COMMENCEMENT OF UTILITY WORK

Subject to the availability of Right-of-Way, the Concessionaire may commence Utility Work at any time following the Commencement of the Redevelopment Period under a verification by MassDOT for the Early Start of Construction. The Concessionaire is responsible for causing the Utility Work to be completed in order to permit construction of the Redevelopment Work according to the Baseline Schedule.

6.7 MEETINGS AND COOPERATION WITH UTILITY OWNERS

The Concessionaire shall be responsible for all coordination with the affected Utility Owners that is necessary in order to accomplish the Utility Work (including obtaining information, coordination of scheduling, design review, inspections, approvals and acceptances). The Concessionaire shall notify MassDOT at least two (2) Business Days in advance of each meeting with a Utility Owner's representative and shall allow MassDOT to participate in the meeting. The Concessionaire shall complete meeting minutes for all meetings held with Utility Owner representatives and shall submit minutes to MassDOT and the Utility Owner within two (2) days of the meeting. The Concessionaire shall provide to MassDOT copies of all correspondence with the Utility Owner within seven (7) days after receipt or sending.

The Concessionaire shall make diligent efforts to obtain the cooperation of each Utility Owner as necessary for the Project. The Concessionaire shall immediately notify MassDOT if the Concessionaire becomes aware that a Utility Owner is not cooperating with the Concessionaire in any respect pertaining to the Contract Services. After such notice, the Concessionaire shall continue to diligently seek to obtain the Utility Owner's cooperation, and shall assist MassDOT as reasonably requested by MassDOT, with regard to the issue/dispute. The Concessionaire shall incorporate all Utilities phases of construction into the Baseline Schedule.

The Concessionaire is responsible for progressing work, maintaining schedule, and resolving conflicts for the temporary and permanent Relocations of the impacted Utilities.

6.8 INSPECTION OF UTILITY WORK

The Concessionaire shall permit Utility Owners to inspect the Utility Work.

6.9 COMPLIANCE WITH LAW PERTAINING TO UTILITY WORK

The Concessionaire shall comply with all Applicable Law, including Environmental Laws, in performance of the Utility Work.

6.10 AGREEMENTS BETWEEN CONCESSIONAIRE AND UTILITY OWNERS

The Concessionaire shall not enter into any agreement with any Utility Owner that purports to bind MassDOT in any way, nor shall any agreement be deemed to modify the terms of the Lease.

6.11 POLICY OF AVOIDING RELOCATIONS

The location of Utilities and potential impacts of Relocations shall be considered by the Concessionaire in developing changes to the BTC with the following goals: (a) avoiding Relocations to the extent practicable; (b) if a Relocation is not reasonably avoidable, protecting the Utility in place to the extent practicable; and (c) otherwise minimizing the potential costs and delays relating to the Relocations to the extent practicable.

6.12 LEGAL ACTIONS

Should the Concessionaire reasonably believe that any Utility Owner will not undertake or permit any Relocation in a manner consistent with the timely completion of the Project, MassDOT will consider requests by the Concessionaire to exercise any legal rights that MassDOT may have (as deemed appropriate by MassDOT in its discretion) with respect to the Utility Owner. Such request shall be accompanied by evidence reasonably satisfactory to MassDOT that the Concessionaire has made diligent efforts to obtain the Utility Owner's cooperation but has been unsuccessful.

6.13 SCHEDULING AND COST RISKS

The Concessionaire shall be solely responsible for communicating changes or alterations to the proposed Relocations shown on the BTC plans to the Utility Owner and MassDOT. In addition, the Concessionaire shall also be responsible for communicating changes or alterations to the proposed construction sequence that may affect the timing of Relocations.

Any and all changes to the BTC sequencing and scope of Utility Work shall be the Concessionaire's responsibility to mitigate any impacts to the Progress Schedule of Record and no additional time will be provided to the Concessionaire. The schedule delays and cost required for the Utility Owners to revise documentation shall be the Concessionaire's responsibility to mitigate. The Concessionaire shall consider Right-of-Way implications when proposing alternatives to the Relocations proposed in the Base Technical Concept. The Concessionaire shall be responsible for all schedule impacts due to additional Right-of-Way required. Project Utility Coordination Form

Not Applicable

6.13.1 Utility Work Prior to Schedule Submission

Not Applicable

6.14 UTILITY DIARIES/AS-BUILTS

The Concessionaire shall maintain "Utility diaries" and "as-built" Utility maps. The standards for preparation of all Design Documents relating to Utilities and final as-built plans shall conform to Section 8.16 of Appendix E.A status of this effort will be provided to MassDOT no less than every thirty (30) Days. At the completion of the Project, the Concessionaire shall provide "As-Built" Utility maps electronically to MassDOT and each Utility Owner.

SECTION 7.0: REDEVELOPMENT WORK SCHEDULING

7.1 GENERAL – PROSECUTION OF WORK (CONTRACT MILESTONES)

(Supplementing Subsection 8.03 of the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, 2026 Edition)

Redevelopment Work and Permitted Capital Improvement Work schedule requirements are per Article 5 of the Lease and as provided herein.

The following Contract Milestones shall be included in the Concessionaire's Baseline Schedule and Progress Schedule/Monthly Update submissions. The Concessionaire shall identify the completion of the Construction Work pertaining to each Contract Milestone through the inclusion of scheduled Contract Milestone dates in the Baseline Schedule.

The Contract Milestones consist of the following:

- Construction Commencement Date
- Milestone 2: Substantial Completion for each Service Plaza
- Milestone 1: Concessionaire Field Completion for each Service Plaza
- Substantial Completion Date for All Redevelopment Work
- Longstop Date

These Contract Milestones are defined and restricted as identified below:

Milestone 2 – Substantial Completion

Substantial Completion shall mean, with respect to each Service Plaza, that all of the Construction Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the applicable Redevelopment Improvements. Without limiting the foregoing, Milestone 2 – Substantial Completion includes the following:

- Completion of all environmental mitigation and restoration areas.
- Completion of all sitework.
- Completion of all building work.
- Punch List has been developed.
- Fulfillment of the requirements identified in the MassDOT Standard Specifications for Highways and Bridges, 2026 Edition.

Milestone No. 1 – Concessionaire Field Completion

Concessionaire Field Completion shall mean, with respect to each Service Plaza, that all applicable physical Redevelopment Improvements are complete including Punch List, and that the relevant Project Contractor has de-mobilized from field operations associated with the applicable Redevelopment Improvements . Without limiting the foregoing, Milestone 1 – Concessionaire Field Completion includes the following:

- Completion of Milestone 2 and all Punch List Redevelopment Work .
- Design Verification of As-Built Drawings
- Fulfillment of the requirements identified in the MassDOT Standard Specifications for Highways and Bridges, 2026 Edition.

7.1.1 Working Hours

HOLIDAY WORK RESTRICTIONS
(Supplementing Subsection 7.09)

The District Highway Director (DHD) may authorize Construction Work to continue during these specified time periods if it is determined by the District that the Construction Work will not negatively impact the traveling public. DHD may allow Construction Work in those areas on a case-by-case basis and where Construction Work is behind barrier and will not impact traffic

Below are the holiday Construction Work restrictions for any Construction Work at the Service Plazas that will impact the traveling public:

New Year's Day (Federal Holiday)
No Construction Work on from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No Construction Work on local roadways on the holiday without permission by the DHD and the local police chief.

Martin Luther King's Birthday (Federal Holiday)
No Construction Work restrictions due to traffic concerns, however Construction Work on local roadways requires permission by the DHD and local police chief.

President's Day (Federal Holiday)
No Construction Work restrictions due to traffic concerns, however Construction Work on local roadways requires permission by the DHD and local police chief.

Evacuation Day (Suffolk County State Holiday)
No Construction Work restrictions due to traffic concerns.

Patriot's Day (State Holiday)
Construction Work restrictions will be in place for Districts 3 and 6 along the entire Boston Marathon route and any other locations that the DHD in those districts determine are warranted so as to not to impact the marathon. All other districts Construction Work restrictions will be as per DHD.

Mother's Day
No Construction Work on Turnpike and Metropolitan Highway System from 5:00 AM on the Friday before, until the normal start of business on the following day.

Memorial Day (Federal Holiday)
No Construction Work from 5:00 AM on the Friday before, until the normal start of business on the following day.

Bunker Hill Day (Suffolk County State Holiday)
No Construction Work restrictions due to traffic concerns.

Juneteenth
No Construction Work restrictions due to traffic concerns, however Construction Work on local roadways requires permission by the DHD and local police chief.

Independence Day (Federal Holiday)
No Construction Work from 5:00 AM on the day before until the normal start of business on the next subsequent business day. No Construction Work on local roadways on the holiday without permission by the DHD and the local police chief.

Labor Day (Federal Holiday)
No Construction Work from 5:00 AM on the Friday before, until the normal start of business on the following day.

Columbus Day (Federal Holiday)
No Construction Work from 5:00 AM on the Friday before, until the normal start of business on the following day

Veterans' Day (Federal Holiday)
No Construction Work restrictions due to traffic concerns.

Thanksgiving Day (Federal Holiday)
No Construction Work from 5:00 AM two days before until the normal start of business on the following Monday.

Christmas Day (Federal Holiday)
No Construction Work from 5:00 AM on the day before until the normal start of business on the next subsequent business day.

7.1.2 Schedule of Operations

(Replace Subsection 8.02 of the MassDOT Standard Specifications with the following:)

An integrated cost and schedule controls program shall be implemented by the Concessionaire to track and document the progress of the Redevelopment Work from the Commencement Date through Concessionaire Field Completion – Milestone 1 for each Service Plaza. The Concessionaire's Project Schedules will be used by MassDOT to monitor progress, plan the level-of-effort required by MassDOT's work force and consultants, and as a critical decision-making tool.

7.1.3 Construction Scheduling

7.1.3.1 General

The Concessionaire's approach to prosecution of the Redevelopment Work shall be disclosed to MassDOT by submission of Critical Path Method (CPM) Project Schedules, showing the critical path of Redevelopment Work at each Service Plaza. These requirements are in addition to, and not in limitation of, requirements imposed in other sections.

The requirements for scheduling submissions are as follows:

- Schedule Planning Session
- Baseline Schedule (CPM Schedule) (incorporated from Concessionaire's Proposal)
- Progress Schedule/Monthly Update (CPM Schedule) (which, when approved by MassDOT, becomes the Progress Schedule of Record)
- Short-Term Design and Construction Schedule

7.1.3.2 Materials, Equipment, Personnel

7.1.3.2.1 General

7.1.3.2.1.1 Software Requirements

The Concessionaire shall use Primavera P6 computer scheduling software.

7.1.3.2.1.2 Scheduler Requirements

The Concessionaire must obtain MassDOT verification, acting reasonably, of any Person the Concessionaire will use to provide scheduling services.

The name of the Concessionaire's Project Scheduler together with his/her qualifications shall be submitted to MassDOT for verification by MassDOT

within seven (7) days after the Commencement Date. The Project Scheduler shall have a minimum of five (5) years of project CPM scheduling experience, three (3) years of which shall be on projects of similar scope and value as the Redevelopment Work. References shall be provided from past projects that can attest to the capabilities of the Project Scheduler.

7.1.3.3 **Design and Construction Schedule Planning**

7.1.3.3.1 General

7.1.3.3.1.1 Schedule Planning Session

The Concessionaire and its Project Contractors responsible for the Redevelopment Work shall conduct a schedule planning session with MassDOT and its consultants within seven (7) days after the Commencement Date. During this session, the Concessionaire and its Project Contractors shall present their planned approach to the Redevelopment Work including:

1. major design activities and submission dates
2. the Redevelopment Work to be performed by the Concessionaire, Project Contractors, Subcontractors and other Concessionaire Persons;
3. the planned construction sequence;
4. summary of equipment types, sizes, and numbers to be used for each Construction Work activity;
5. all early Construction Work related to Utilities;
6. identification of the most critical submittals and projected submission timelines;
7. estimated durations of major Construction Work activities;
8. the anticipated critical path for the Redevelopment Work and a summary of the activities on that critical path;
9. a summary of the most difficult schedule challenges the Concessionaire and its Project

Contractors anticipate and how they plan to manage and control those challenges.

This will be an interactive session and the Concessionaire and its Project Contractors shall answer all questions that MassDOT and its consultants may have. The Concessionaire shall provide a minimum of five (5) copies of a written summary of the information presented and discussed during the session to MassDOT. To the extent applicable, the Concessionaire's Schedule narratives shall incorporate the information discussed at this schedule planning session.

7.1.3.3.1.2 Project Schedule Conformance Reviews by MassDOT

MassDOT has the right to perform Conformance Reviews of all Project Schedules and to provide comments identifying changes required to comply with the Contract Standards pertaining to Project Schedules, provided that MassDOT must furnish such comments to the Concessionaire within 30 days of receipt of the Concessionaire's Project Schedule submittal. Upon receipt of MassDOT's comments, the Concessionaire must resubmit the Project Schedule within 14 days to address MassDOT's comments and conform the Project Schedule to all applicable Contract Standards.

7.1.3.4 **Schedule Content and Preparation Requirements**

Each Project Schedule shall fully conform to these requirements.

7.1.3.4.1.1 LOGIC

The Project Schedules shall divide the Redevelopment Work into activities with appropriate logic ties to show:

1. conformance with the requirements of this Section and Section 7.1.2 of this Appendix E - Schedule of Operations

2. the Concessionaire's overall approach to the planning, scheduling and execution of the Redevelopment Work

3. conformance with any additional sequences of Redevelopment Work required by the Lease, including Section 7.1 of this Appendix E - Prosecution of Work and Standard Specifications Subsection 8.06 – Limitations of Operations.

7.1.3.4.1.2 ACTIVITIES

Except for the Short-Term Design and Construction Schedule, which is addressed in Section 7.1.3.6(D) of this Appendix E, Project Schedules shall clearly define the progression of the Redevelopment Work from the Commencement Date to Concessionaire Field Completion by using separate activities for each of the following items:

1. Commencement Date
2. Each component of the Redevelopment Work defined by specific activities
3. Detailed activities to satisfy permit requirements
4. Major design activities and submission milestones
5. Procurement of fabricated materials and equipment with long lead times, including time for Conformance Review and Design Verification of submittals required before purchasing
6. The preparation and submission of the Quality Management Plan, Design Submittals, shop drawings, procedures and other required submittals, with a planned duration that is to be demonstrated to MassDOT as reasonable
7. Thirty (30) day MassDOT review time for Conformance Review and return of Design Submittals, procedures and other required submittals
8. Interfaces with adjacent work, Utility Owners, Governmental Authorities, sensitive abutters, and/or any other third-party work affecting the Lease
9. The critical path, clearly defined and organized
10. Float shall be clearly identified
11. Access Restraints – restrictions on access to areas of the Redevelopment Work that are defined by MassDOT in the Lease

12. Contract Milestones listed in Section 7.1 of this Appendix E - Prosecution of Work or elsewhere in the Lease
13. Interim milestones identified in the Baseline Schedule
14. Substantial Completion Milestone per the requirements of Section 7.1 of this Appendix E - Prosecution of Work
15. Concessionaire's request for validation of Substantial Completion
16. MassDOT's confirmation of Substantial Completion
17. Punchlist Completion Period of at least thirty (30) days per the requirements of Standard Specifications Subsections 5.11 - Final Acceptance, 7.15 - Claims Against Project Contractor(s) and Subcontractor(s) for Payment of Labor, Materials and Other Purposes and Section 7.1 of this Appendix E - Prosecution of Work
18. Concessionaire confirmation that all punchlist work and documentation has been completed
19. Physical Completion of the Redevelopment Work per the requirements of Standard Specifications Subsections 5.11 - Final Acceptance and Section 7.1 of this Appendix E - Prosecution of Work
20. Documentation Completion per the requirements of Standard Specifications Subsection 5.11 - Final Acceptance and Section 7.1 of this Appendix E - Prosecution of Work
21. Concessionaire Field Completion Milestone per the requirements of Standard Specifications Subsection 5.11 - Final Acceptance and Section 7.1 of this Appendix E - Prosecution of Work
22. Traffic work zone set-up and removal, night Construction Work and phasing
23. Early Utility Relocation (by others) that has been identified in the Lease
24. Right-of-Way (ROW) takings that have been identified in the Lease
25. Material Certifications
26. Work Breakdown Structure in accordance with the MassDOT-Highway Division Contractor Construction Schedule Toolkit located on the MassDOT-Highway Division website at: https://www.mass.gov/info-details/massdot-highway-contractors-schedule-toolkit

7.1.3.4.1.3 EARLY AND LATE DATES

Early Dates shall be based on proceeding with the Redevelopment Work or a designated part of the Redevelopment Work on the Commencement Date. Late Dates shall be based on completing the Redevelopment Work or a designated part of the Redevelopment Work exactly on the Progress Schedule of Record Substantial Completion dates, even if the Concessionaire anticipates early completion.

7.1.3.4.1.4 DURATIONS

Activity durations shall be in Work Days. Within all Project Schedules, the Concessionaire shall plan the Redevelopment Work using durations for all physical construction activities of no less than one (1) Work Day and no greater than fourteen (14) Work Days, unless verified otherwise by MassDOT.

Should there be an activity with a duration that is determined by MassDOT to be unreasonable, the Concessionaire shall provide a basis of the duration using bid documents, historic production rates for similar work, or other form of validation. A Project Schedule that contains a substantial number of activities with durations that are deemed unreasonable by MassDOT shall be deemed not to satisfy the Contract Standards and will not be accepted or approved.

7.1.3.4.1.5 MATERIALS ON HAND ACTIVITY DESCRIPTIONS

The Concessionaire shall use activity descriptions in all Project Schedules that clearly describe the work to be performed using a combination of words, structure numbers, station numbers, bid item numbers, work breakdown structure (WBS) and/or elevations in a concise and compact label as specified in the MassDOT-Highway Division Contractor Construction Schedule Toolkit located on the MassDOT-Highway Division website at: https://www.mass.gov/info-details/massdot-highway-contractors-schedule-toolkit.

7.1.3.4.1.6 ACTIVITY IDENTIFICATION NUMBERS

The Concessionaire shall use the activity identification numbering system specified in the MassDOT -Highway Division Contractor Construction Schedule Toolkit located online at the address above.

7.1.3.4.1.7 ACTIVITY CODES

The Concessionaire shall use the activity codes specified in the MassDOT-Highway Division Contractor Construction Schedule Toolkit located online at the address above.

7.1.3.4.1.8 CALENDARS

Different calendars may be created and assigned to all activities or to individual activities. Calendars define the available hours of work in each Calendar Day, holidays and general or project-specific non-Work Days and/or area roadway restrictions.

7.1.3.4.1.9 FLOAT

For the calculation of float in all Project Schedules, the setting for *Retained Logic* is required for all Project Schedule submissions, starting with the Baseline Schedule. Should the Concessionaire have a reason to propose that an alternative calculation setting such as *Progress Override* be used, the Concessionaire shall obtain MassDOT's approval prior to modifying to this setting.

7.1.3.4.1.10 NOT TO BE USED IN THE CONCESSIONAIRE'S PROJECT SCHEDULES

The Concessionaire's Project Schedules shall not use:

1. Scheduled work not required for the accomplishment of a Contract Milestone
2. Use of activity durations, logic ties and/or sequences deemed unreasonable by MassDOT
3. Delayed starts of follow-on trades
4. Float suppression techniques

7.1.3.5 **Submittal Requirements**

All Project Schedules shall be prepared and submitted in accordance with the requirements listed below.

Each Progress Schedule/Monthly Update submittal shall be uniquely identified.

Except as stated elsewhere in this subsection, Project Schedule submittals shall include each of the documents listed below, prepared in two formats, for distribution as follows:

1. Posted to the Project SharePoint site, in accordance with Section 1.1.8 of this Appendix E.

2. E-Mail submission of the narrative, the xer file, the bar charts (all activities, critical path, comparison with previous month), update Monthly Projected Spending Report (PSR) electronically (email).

7.1.3.5.1 Narratives

A written narrative shall be submitted with every Project Schedule submittal. The narrative shall:

1. itemize and describe the flow of work for all activities on the critical path in a format that includes any changes made to the Project Schedule since the most recent applicable previous Project Schedule;

2. provide a description of any specification requirements that are not being followed. Identify those that are improvements and those that are not considered to be meeting the requirements;

3. provide all references to any Notices of Supervening Events that the Concessionaire has issued by letter to MassDOT during the time period covered by the Project Schedule. A notice of delay shall be invalid and of no effect unless it complies with all Contract Standards, including Article 17 (Supervening Events).

4. provide a description of each Utility's planned vs. actual progress and note any that are trending late or are late per the durations and commitments as provided by the Utility and/or as reflected in the applicable Project Schedule; provide a description of the five (5) most important responses needed from MassDOT and the need date for the responses in order to maintain the current Progress Schedule of Record;

5. provide a description of all critical issues that are not within the control of the Concessionaire and any impact they had or may have on the critical path;

6. provide a description of reasonable considerations to improve the probability of completing the Redevelopment Work early or on-time;

7. compare Early and Late Dates for activities on the critical path and describe reasons for changes in the top three (3) most critical paths;

8. describe the Concessionaire's plan, approach, methodologies and resources to be employed for completing the various operations and elements of the Redevelopment Work for the top three (3) most critical paths. For Progress Schedules/ Monthly Updates, describe and propose changes to those plans and verify that a Proposal Schedule is not required;

9. describe, in general, the need for shifts that are not 5 days/week, 8 hours/day, the holidays that are inserted into each calendar and a tabulation of each calendar that has been used in the Project Schedule;

10. describe any out-of-sequence logic and provide an explanation of why each out-of-sequence activity does not require a correction, if one has not been provided, and an adequate demonstration that these changes represent the basis of how these activities will be built, including considerations for resources, dependencies and previously-verified production rates;

11. identify any possible duration increases as compared to the durations in the Progress Schedule of Record, with a corresponding suggestion to mitigate any possible delays to the critical path. If the delay is anticipated to impact the critical path, refer to Standard Specifications Subsections 4.06 - Increased or Decreased Contract Quantities and 8.10 - Determination and Extension of Contract Time for Completion and submit a letter to MassDOT notifying of a potential delay;

12. include a schedule log consisting of the name of the Project Schedule, the data date and the date submitted.

7.1.3.5.2 Bar Charts

The Concessionaire shall submit to MassDOT a time-scaled bar chart containing all activities and using a scale that yields readable plots and that meets the requirements of Section 7.1.3.4 of this Appendix E - Schedule Content and Preparation Requirements. Activities shall be linked by logic

ties and shown on their Early Dates. Critical paths shall be highlighted and total float shall be shown for all activities.

The Concessionaire shall submit to MassDOT a second time-scaled bar chart containing only the critical path or, if the critical path is not the longest path, the longest path using a scale that yields readable plots and that meets the requirements of Section 7.1.3.4 of this Appendix E - Schedule Content and Preparation Requirements. Activities shall be linked by logic ties and shown on their Early Dates. Total float shall be shown for all activities.

Bar Charts shall be printed in color and submitted on 11" X 17" paper or, if verified by MassDOT, as a .pdf file.

7.1.3.5.3 Detailed Activity Schedule Comparisons

A Detailed Activity Schedule Comparison (DASC) is a simple reporting tool in the format of a graphical report that will provide Resident Engineers with immediate, timely and up-to-date information. The DASC consists of an updated bar chart that overlays the current time period's bar chart onto the previous time period's bar chart for an easily-read comparison of progress during the present and previous reporting periods. The DASC shall be prepared and submitted in accordance with the instructions contained in the Construction Schedule Toolkit located on the MassDOT-Highway Division website at: https://www.mass.gov/info-details/massdot-highway-contractors-schedule-toolkit

7.1.3.6 **Progress Schedule Requirements**

7.1.3.6.1 Baseline Schedule

The Baseline Schedule shall represent the as-planned schedule for the Redevelopment Work and become the Progress Schedule of Record until such time as the schedule is updated or revised under Appendix E Section 7.1.3.6.C - Progress Schedules / Monthly Updates, Section 7.1.3.7.C - Recovery Schedules and Section 7.1.3.7.D - Proposal Schedules. In respect of the Scheduled Opening Date for each Service Plaza, the Baseline Schedule must include 180 days on the critical path that are allocated to delays due to potential Supervening Events, such that the Concessionaire shall: (a) not be entitled to any time extension based on one or more Supervening Events unless and until the cumulative delay impact of Supervening Events on the Scheduled Opening Date for the relevant Service Plaza exceeds 180

days; and (b) only be entitled to a time extension based on Supervening Events for the number of critical path delay days to the Scheduled Opening Date for the relevant Service Plaza that are in excess of 180 days.

MassDOT's Conformance Review comments on the Baseline Schedule and the Concessionaire's responses to them will be maintained for the duration of the Lease and will be used by MassDOT to monitor the Concessionaire's work progress by comparing it to the Progress Schedule/Monthly Update.

7.1.3.6.2 Interim Progress-Only Schedule Submissions

An interim progress schedule is not required. The first progress schedule is as per the requirements under Appendix E Section 7.1.3.6.3 - Progress Schedules/Monthly Updates.

7.1.3.6.3 Progress Schedules / Monthly Updates

The first Progress Schedule/Monthly Update shall be submitted by the Concessionaire no later than seventy (70) days after the Commencement Date. The data date for this first Progress Schedule/Monthly Update shall be sixty (60) Days after the Commencement Date. Subsequent Progress Schedules/Monthly Updates shall be submitted monthly.

Each Progress Schedule/Monthly Update shall reflect progress up to the data date. Updated progress shall be limited to as-built sequencing and as-built dates for completed and in-progress activities. As-built data shall include actual start dates, remaining Work Days and actual finish dates for each activity, but shall not change any activity descriptions, the original durations, or the original resources (as identified in the Baseline Schedule and as otherwise reflected in the Concessionaire's Technical Proposal), without MassDOT verification. If any activities have been completed out-of-sequence, the Concessionaire shall propose new logic ties for affected in-progress and future activities that accurately reflect the previously verified sequencing. Alternatively, the Concessionaire may submit to MassDOT for verification an explanation of why an out-of-sequence activity does not require a correction and an adequate demonstration that the changes accurately represent how the activities will be built, including considerations for resources, dependencies and previously approved production rates. Once approved by MassDOT, the Concessionaire may incorporate the changes in the next

Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule narrative.

Any proposed logic changes for in-progress or future activities shall be submitted to MassDOT for verification before being incorporated into a Progress Schedule/Monthly Update. The logic changes must be submitted using a Proposal Schedule or a schedule fragnet submission. Once approved by MassDOT, the Concessionaire may incorporate the logic in the next Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule narrative.

For any proposed changes to the original sequence, description or duration of future activities, the Concessionaire shall submit to MassDOT for verification an explanation of how the proposed description or duration change reflects how the activity will be progressed, including considerations for resources and previously approved production rates. Any description or duration change that does not accurately reflect how the activity will be progressed will not be verified by MassDOT. Once approved by MassDOT, the Concessionaire may incorporate the changes in the next Progress Schedule/Monthly Update with the affected activities clearly identified and explained in the Schedule narrative.

Except as otherwise designated by a Change Order, no Progress Schedule/Monthly Update that extends performance beyond any scheduled Contract Milestone date shall be verified by MassDOT. The Concessionaire shall submit a Recovery Schedule if any Progress Schedule/Monthly Update forecasts that the Concessioner will not meet a scheduled Contract Milestone date.

7.1.3.6.4 Short-Term Design and Construction Schedule

The Concessionaire shall provide a Short-Term Design and Construction Schedule that details all design activities, focusing on the anticipated submittal date to MassDOT, highlighting any requested expedited reviews, and daily work activities, including any multiple shift work that the Concessionaire intends to conduct, in a bar chart format. The daily activities shall directly correspond to the Progress Schedule of Record activities, with a matching reference to the activity identification number in the Progress Schedule/Monthly Update, and may be at a greater level of

detail. It shall display all work for a thirty-five (35) day period consisting of completed work for the two (2) week period prior and all planned work for the following three (3) week period including anticipated submittals.

The Concessionaire shall be prepared to discuss the Short-Term Design and Construction Schedule, in detail, with MassDOT in order to coordinate field inspection staff requirements, the schedule of work affecting abutters and any corresponding work with affected Utilities. Except as otherwise provided by this Section 7.1.3.6, the Short-Term Design and Construction Schedule shall be prepared and submitted in accordance with Appendix E Sections 7.1.3.4 - Schedule Content and Preparation Requirements and 7.1.3.5 - Submittal Requirements.

7.1.3.7 **Impacted Schedule Requirements**

7.1.3.7.1 Notice of Delay

The Concessionaire shall not be entitled to any time extension, adjustment to the Progress Schedule of Record for the Redevelopment Work or other relief associated with any delay unless the Concessionaire strictly complies with Article 17 (Supervening Events), including Section 17.2, and the requirements of this Section 7 of Appendix E. Project Schedules and Schedule narratives are not permissible means of providing notice of a Supervening Event.

7.1.3.7.2 Time Entitlement Analysis

The Concessionaire must submit a Time Entitlement Analysis (TEA) that complies with all Contract Standards in order to obtain a time extension, an adjustment to the schedule for the Redevelopment Work or other schedule relief based on a Supervening Event, a MassDOT Change, or a proposed Extra Work Order (EWO) as required in Standard Specifications Subsection 8.10 - Determination and Extension of Contract Time for Completion. TEAs shall consist of a descriptive narrative, prepared in accordance with Section 7.1.3.5.A of this Appendix E - Narratives, and an as-built CPM schedule, which may be in the form of a schedule fragnet. TEAs must be developed from the Progress Schedule of Record and must illustrate the impact of a delay to the critical path and the scheduled Contract Milestone dates as required in Standard Specifications Subsection 8.10 - Determination and Extension of Contract Time for Completion.

TEAs shall be prepared and submitted in accordance with Good Engineering and Construction Practice and the requirements of Appendix E Sections 7.1.3.4 - Schedule Content and Preparation Requirements and 7.1.3.5 - Submittal Requirements and shall be based on the Progress Schedule of Record applicable at the start of the delay or impact from a Supervening Event, MassDOT Change or an EWO. A TEA fragnet must start with a specific new activity describing the work contained in either a Notice of Supervening Event previously submitted to MassDOT pursuant to Article 17, or in a MassDOT Change, or in an EWO.

TEAs shall be submitted:

1. as part of any Supervening Event claim that seeks a time extension or adjustment to the schedule for the Redevelopment Work,

2. as part of any request for a time extension or adjustment to the schedule for the Redevelopment Work associated with a MassDOT Change,

3. as part of any Extra Work Order that may impact the scheduled Contract Milestone dates,

4. within fourteen (14) days after a request for a TEA by MassDOT for any other reason.

If the Concessionaire seeks a time extension or adjustment to the schedule for Redevelopment Work based on a Supervening Event, then the Concessionaire shall submit a preliminary TEA supporting the request for a time extension or adjustment to the schedule for the Redevelopment Work conforming to Good Engineering and Construction Practice in respect of a preliminary TEA to MassDOT no later than fifteen (15) Days after the Concessionaire provides notice of a Supervening Event as required by Article 17, Section 17.2(A). A documented final TEA shall be submitted to MassDOT no later than fifteen (15) Days after the end of the delay. During the time between the preliminary and final TEAs, the delay shall be documented in statuses Progress Schedules/Monthly Updates submitted in accordance with the Contract Standards.

Time extensions will not be granted unless the TEA accurately reflects an evaluation of all past delays and the actual events that occurred that impacted the critical path. The TEA must also demonstrate a plan for the efficient

completion of all of the remaining work through an optimized CPM Project Schedule. The TEA shall include all delays, including delays caused by Concessionaire Persons and delays for which the Concessionaire is not responsible, and shall be subdivided into timeframes and causes of delays in accordance with Good Engineering and Construction Practice.

TEAs shall incorporate any proposed activities, logic ties, resource considerations, and activity costs required to most efficiently demonstrate the schedule impacts in addition to detailing all impacts to existing activities, logic ties, the critical path, and the scheduled Contract Milestone dates. In addition, TEAs shall accurately reflect any changes made to activities, logic ties, restraints and activity costs, necessitated by a Supervening Event, a MassDOT Change, an Extra Work Order or other schedule impact, for the completion of the remaining Redevelopment Work. The Concessionaire shall provide TEAs that demonstrate the Concessionaire's efforts to mitigate the delays to the fullest extent possible.

A time extension or adjustment to the schedule for the Redevelopment Work will be granted only if entitlement to a time extension has been clearly demonstrated to the satisfaction of MassDOT by a documented TEA, performed in accordance with the Contract Standards.

When verified, the changes included in the TEA shall be incorporated into the next Progress Schedule/ Monthly Update per the requirements of Section 7.1.3.6.C of this Appendix E - Progress Schedules/Monthly Updates, provided that such incorporation shall not relieve the Concessionaire from any of its obligations in respect of obtaining Supervening Event relief or other relief under the Lease.

During the review of any TEA, all Progress Schedules/Monthly Updates shall continue to be submitted as required.

No time extension will be granted for any change that does not impact the current critical path and/or for any critical path impact that can be mitigated by means of recovery options to be presented to MassDOT in a timely manner. MassDOT may request that the Concessionaire prepare a Proposal Schedule or a Recovery Schedule to further mitigate any delays.

No time extension will be granted if the request for a time extension is based on any claim that the originally established Scheduled Opening Dates were inappropriate, unachievable or overly optimistic.

Time extensions will only be granted for delays to critical path activities and Contract Milestones as demonstrated to the satisfaction of MassDOT (acting reasonably) by a detailed TEA that establishes entitlement to a specific number of time extension days in accordance with the Contract Standards.

7.1.3.7.3 Recovery Schedules

The Concessionaire shall promptly report to MassDOT all schedule delays during the prosecution of the Redevelopment Work. Except as otherwise designated by a Change Order, no Progress Schedule/Monthly Update that extends performance beyond any scheduled Contract Milestone date shall be verified by MassDOT. The Concessionaire shall submit a Recovery Schedule within fourteen (14) Days of a Progress Schedule/Monthly Update submission that forecasts a delay to any the Scheduled Opening Date. A Recovery Schedule must demonstrate how the Concessionaire will achieve the Contract Milestone despite delays incurred as of the data date of the Recovery Schedule. This requirement is critical to MassDOT's ability to make informed decisions regarding administration of the Lease.

During the prosecution of the Redevelopment Work, should the Concessionaire's progress on a critical operation materially fail to meet anticipated production (except to the extent caused by a MassDOT Fault), or should a critical activity or series of activities not be staffed in accordance with the Baseline Schedule and the resource planning depicted in the Concessionaire's Technical Proposal, the Concessionaire shall be obligated to recover such delay. Recovery Schedules shall be prepared and submitted in accordance with Appendix E Sections 7.1.3.4 - Schedule Content and Preparation Requirements and 7.1.3.5 - Submittal Requirements, within fourteen (14) Days of any of the cases listed above, and shall comply with all applicable Contract Standards.

During the Conformance Review of any Recovery Schedule, all Progress Schedules/Monthly Updates shall continue to be required every month.

MassDOT may request that the Concessionaire prepare a Recovery Schedule to further mitigate any delays that are shown in a Progress Schedule/Monthly Update

Changes represented in the accepted Recovery Schedules shall be incorporated into the next Progress Schedule/Monthly Update.

7.1.3.7.4 Proposal Schedules

A Proposal Schedule is an alternative schedule used to evaluate proposed changes to the Progress Schedule of Record or significant alternatives to previously approved approaches to complete the Redevelopment Work, which may include changes to activity durations, logic and sequence.

A Proposal Schedule may be requested by MassDOT at any time or may be offered by the Concessionaire. MassDOT may request that the Concessionaire prepare a Proposal Schedule to further mitigate any delays that are shown in in a Progress Schedule/Monthly Update or in a verified TEA.

The Concessionaire shall submit the Proposal Schedule within thirty (30) Days of a request from MassDOT.

The Proposal Schedule shall not be considered a Progress Schedule of Record unless and until the logic, durations, narrative and basis of the Proposal Schedule have been verified by MassDOT. If the Proposal Schedule took the form of a fragnet, it must be incorporated into the Progress Schedule of Record showing the current progress of all other activities and the impacts/results of the changes made by the Proposal Schedule before the Proposal Schedule is verified by MassDOT.

Proposal Schedules shall clearly indicate any proposed overtime hours, additional shifts, and the resources that are proposed to be incorporated in a Project Schedule. MassDOT shall have final discretion over the use of overtime hours and additional shifts.

Changes represented in accepted Proposal Schedules shall be incorporated into the next Progress Schedule/Monthly Update. During the Conformance Review of any Proposal Schedule, Progress Schedules/Monthly Updates shall continue to be required every month.

7.1.3.7.5 Disputes

Any dispute concerning the verification of a schedule or any other question of fact arising under this subsection shall be resolved in accordance with Article 19 (Dispute Resolution Procedures). Pending resolution of any dispute, the last Progress Schedule/Monthly Update verified by MassDOT will remain the Progress Schedule of Record.

SECTION 8.0: CONSTRUCTION

8.1 PROJECT STAGING AND LAYDOWN

MassDOT has not identified in the BTC any MassDOT owned property outside of the Service Plaza limits available for the Concessionaire's use for laydown or staging. The Concessionaire is responsible for securing any additional areas from MassDOT or from private owners for use as staging and laydown to support operations. This may require the Concessionaire to enter into agreements with third parties for the use of private property for staging and laydown. The Concessionaire shall comply with all provisions of Appendix J, including restrictions and limitations on soil staging areas, materials stockpiling, and management locations. MassDOT Policy Directive P-22-002 is included in Appendix J.

8.2 QUALITY ASSURANCE REQUIREMENTS

The Concessionaire shall perform the QC inspection, sampling and testing activities outlined in the Concessionaire's verified Quality Management Plan and all required Construction QC plans. As part of MassDOT's oversight role, all materials and Redevelopment Improvements and Permitted Capital Improvements shall be subject to Construction Verification inspection sampling, testing, and inspection by MassDOT. At all points in performance of the Redevelopment Work and Permitted Capital Improvement Work at which MassDOT Construction Verification sampling, testing, inspection, or related approvals are required by the Lease, the Concessionaire shall not proceed beyond that point until MassDOT has completed such Construction Verification activities or waived its right in writing.

As part of MassDOT's oversight role, all materials and each part or detail of the Redevelopment Improvements and Permitted Capital Improvements may also be subject to Construction Verification inspection and testing by MassDOT.

MassDOT's inspection, testing and Construction Verification activities shall not relieve the Concessionaire from any of its obligations in respect of performing the Contract Services in accordance with the Contract Standards.

8.3 MATERIALS QUALITY ASSURANCE REQUIREMENTS

The Concessionaire is required to prepare and maintain its own Quality Control Materials Sampling & Testing Ledger for the Redevelopment Improvements and Permitted Capital Improvements and provide MassDOT with planned QC sampling and testing frequencies for all Redevelopment Improvements and Permitted Capital Improvements items in accordance with the requirements of Section 2.7.4 of this

Appendix E. MassDOT will prepare and maintain an Acceptance Materials Sampling & Testing Ledger (RMS 360) to plan and document MassDOT's Construction Verification sampling frequencies and Construction Verification testing results in accordance with the following procedures:

- MassDOT in coordination with the District Materials Engineer shall be responsible for creating, maintaining, and updating the RMS 360 in accordance with the MassDOT procedures in effect as of the Commencement Date or as otherwise reasonably determined by MassDOT. The RMS 360 shall be maintained on MassDOT's Laboratory Information Materials Management System (LIMMS).
- The Redevelopment Improvements and Permitted Capital Improvements Packages and their Redevelopment Improvements and Permitted Capital Improvements Items shall be listed separately from one another by Service Plaza within the RMS 360. For example:

995.01 Service Plaza 1

(a) Concrete
(b) Reinforcing Steel
(c) Asphalt
(d) Etc.

995.02 Service Plaza 2

(a) Concrete
(b) Reinforcing Steel
(c) Asphalt
(d) Etc.

- Once an Early Release for Construction (ERC) package or Issued for Construction Design Documents are verified for construction, the MassDOT RMS 360 shall be updated to reflect the final list of Redevelopment Improvements and Permitted Capital Improvements Items.
- MassDOT will periodically audit the Concessionaire's Quality Control Materials Sampling & Testing Ledger and all required QC documentation. This includes all documentation requirements specified in the RMS 360. If non-conformances are found, a Deficiency Report will be initiated by MassDOT in accordance with Section 2.9 of this Appendix E.

8.4 SUPERVISION AND CONSTRUCTION PROCEDURES

The Concessionaire shall take all reasonable precautions and be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to: (a) all Concessionaire Persons performing the Redevelopment Work and Permitted Capital Improvement Work and other persons who are on site or would reasonably be expected to be affected by the Redevelopment Work; (b) the Redevelopment Improvements and Permitted Capital Improvements and materials and equipment to be incorporated therein; and (c) all other property on, adjacent to, or near the Right-of-Way.

The Concessionaire shall provide adequate security for each Service Plaza and shall be responsible for damage or loss to all property at each Service Plaza.

The Concessionaire shall provide appropriate security for MassDOT designated/verified staging areas and shall be responsible for damage or loss to all property owned by the Concessionaire, MassDOT or any other Person at each Service Plaza which results from Redevelopment Work and Permitted Capital Improvement Work or is directly related to the Concessionaire's actions or omissions.

The Concessionaire shall be solely responsible for the safety and security of the Construction Work zone, including the installation and maintenance of perimeter controls such as fences and gates in areas that do not impact the traveled way. The Concessionaire shall not interfere with access into or through private property via existing entrances and pathways, and shall maintain alternative temporary accessible pedestrian detour routes, where applicable, at all times.

The Concessionaire shall ensure that the activities of all Concessionaire Persons are undertaken in a manner that will minimize the effect on surrounding property and the public.

In the event of the Concessionaire's discovery of (a) any historic, archaeological or paleontological resources; or (b) any differing site conditions as defined in G.L. c. 30, §39N, the Concessionaire shall immediately notify MassDOT verbally, to be followed immediately by written notification. The Concessionaire shall immediately stop Construction Work in and secure the area pending further instructions. In such event, MassDOT shall view the location within 48 hours of receipt of such notification and shall advise the Concessionaire at that time whether Redevelopment Work and Permitted Capital Improvement Work may be resumed or whether further investigation is required.

In the event of the Concessionaire's discovery of any remains that appear to be human, the Concessionaire shall immediately suspend Construction Work, secure the area, and verbally notify the Chief Medical Examiner's Office and MassDOT. If the remains are determined to be human and are judged to be more than 100 years old, MassDOT shall notify the State Archaeologist and arrange for a site visit. The Concessionaire shall not resume Construction Work in the affected area until so directed by MassDOT.

MassDOT shall promptly conduct further investigations as it deems appropriate. MassDOT shall use reasonable efforts to determine within five (5) Business Days after receipt of such notification whether the resource or condition falls within the scope of causes (a) or (b) of the preceding paragraph and shall immediately notify the Concessionaire of its determination once made. MassDOT shall at that time also advise the Concessionaire of any action to be taken regarding the situation. (If a threatened or endangered species, or archaeological or paleontological or historic resource is present, the notice shall also advise the Concessionaire what course of action MassDOT intends to take with respect thereto and whether the location shall be fenced off or whether Construction Work may resume.)

MassDOT shall have the right to require the Concessionaire to recommence Construction Work in the area at any time, even though an investigation may be on-going. The Concessionaire shall promptly recommence Construction Work in the area upon receipt of notification from MassDOT to do so.

Notwithstanding the foregoing, the Concessionaire shall not be obligated to stop Construction Work upon discovery of (a) any resources or conditions which the RIDs indicate are present in the location in question, or (b) where the Concessionaire can take actions pertaining to the resources or conditions permitted under the terms of a Government Approval. The Concessionaire shall provide prompt notice to MassDOT of any such discovery.

8.5 COMMENCEMENT OF CONSTRUCTION

The Concessionaire shall not commence construction of any portion of the Redevelopment Improvements and Permitted Capital Improvements prior to occurrence of all the following events except with the prior written Notice of Conformance of MassDOT:

- MassDOT shall have verified: (i) Environmental plans required per Appendix J; (ii) the Baseline Schedule; (iii) the Design related to that portion of the Project for which construction is to commence; (iv) any applicable construction means and methods as required; (v) the Quality Management Plan (QMP) and all relevant Quality Control plans; (vi) the Project Management plan; (vii) Construction Staging/Sequencing plans; (viii) Noise Control plans; and (ix) Dust Control plans.
- All Governmental Approvals necessary for construction of the applicable portion of the Project shall have been obtained and all conditions of such Governmental Approvals which are a prerequisite to commencement of such construction shall have been performed.
- All required insurance and bonds shall remain in full force and effect, and evidence thereof shall have been deemed acceptable to MassDOT in the exercise of MassDOT's discretion.
- The Concessionaire shall have completed all required investigations to establish and confirm the existence and location of Utilities in such portion of the Service Plaza.
- All rights of entry or other approvals are obtained as necessary in order to permit the Concessionaire to enter into physical possession of the property upon which the Redevelopment Improvements and Permitted Capital Improvements will be constructed.
- All required Pre-Construction meetings have been held.
- The Concessionaire has posted a sign at the job site that clearly provides the following information to the general public: MassDOT job name, MassDOT contract number, name of Concessionaire with contact telephone number for members of the public. The telephone number shall be staffed at all times (24 hours

per day, 7 days per week, 365 days per year) for the purposes of receiving questions and complaints.

Any Early Start of Construction shall be at the sole and complete risk of the Concessionaire, and any changes, reconstruction, removals and schedule delays required for compliance with the final verified Design Documents shall be at the Concessionaire's sole cost and expense. If the accepted Design Documents for the Project require changes to the Redevelopment Improvements previously performed, the Concessionaire shall make such changes to the Redevelopment Improvements at its sole cost and expense, and with no time extension.

See Section 4.5.3.3 of Appendix E for information on Access Work Requests (AWRs).

8.5.1 Construction Management Plans

A Construction Management Plan (CMP) shall be prepared and submitted for each Service Plaza prior to Redevelopment. The CMP shall provide a comprehensive, phased approach to maintaining safe operations and continuous service throughout construction.

At a minimum, the CMP shall include the following:

- **Phasing and Operations**

Identification of all major phases of Construction Work and associated limits of construction.

Clear documentation of which facilities and services remain operational during each phase, including fuel operations, EV charging, restrooms, and retail convenience, food service (as applicable).

Phased strategies to ensure continuous operation of existing fuel service and EV charging infrastructure during construction.

- Temporary Facilities and Site Controls

Locations of perimeter protection, temporary fencing, barriers, visual screening.

Construction Staging areas

Snow removal and storage approach.

Temporary facilities, including but not limited to:

- Trailers
- Lighting
- Pavement Markings and Signage
- Utilities and services
- Restroom facilities

Identification of heavy vehicle delivery routes, access points, and gate locations for each phase.

Parking for Construction team

- **Temporary Traffic Control and Access**

Temporary Traffic Control Plan (TTCP) elements for each phase in compliance with Section 4.9.1 for ramp and mainline lane closures.

Vehicular circulation, including access to and through the plaza.

Pedestrian circulation, including safe, accessible routes from open facilities.

Provisions for handicapped access in compliance with MAAB.

Temporary pavement markings.

Advance signage plans as necessary including police details, and crash protection

- **Signage Program**

Identification of all required changes to blue logo signage during each phase of construction in accordance with Section 4.9.4.

- Coordination of any temporary or permanent modifications to the regional Blue Sign network.
- Documentation of which facilities are operational and available during each phase and warnings for adjacent blue signage for gaps in services.

Temporary signage program includes ramp, internal plaza traffic signage and wayfinding and service entrance traffic signage to facilitate construction.

- **Standards and Compliance**

All temporary traffic control and signage shall comply with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, with Massachusetts Amendments, and the Massachusetts Supplemental Sign Policy and all Contract Standards.

A sample Construction Management Plan is provided in the Reference Information Documents (RIDs) for guidance.

8.5.2 Utilities Protection Plan

If the Concessionaire's Construction Work produces ground vibration or settlement, the Concessionaire shall prepare a Utilities monitoring plan to monitor vibration, vertical settlement, and lateral movement of the existing Utilities throughout all phases of construction. The Concessionaire shall implement its Utilities monitoring plan prior to commencing any construction that may cause ground vibration.

8.6 HOUSEKEEPING AND MAINTENANCE OF RIGHT-OF-WAY

Throughout all phases of Redevelopment Work and Permitted Capital Improvement Work, the Concessionaire shall keep the Service Plaza clean and free from rubbish and debris.

The Concessionaire shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate Applicable Law, including Environmental Laws or Governmental Approvals, and shall fully comply with Special Provisions of Appendix J.

If the Concessionaire neglects to maintain the Service Plaza free from accumulation of waste and rubbish as set forth above or otherwise fails to comply with the use of site and clean-up procedures required by the Lease and fails within a 24 hour period after receipt of oral notice, subsequently confirmed in writing, to commence and continue correction of such neglect with diligence and promptness, MassDOT may after such twenty-four (24) hour period, immediately, without prejudice to other remedies MassDOT may have, correct such deficiencies and be compensated in accordance with the Lease.

The Concessionaire shall be responsible for snow and ice removal within the Services Plazas.

The Concessionaire shall clean drainage structures and outlets receiving runoff from the Service Plaza limits throughout the duration of construction activities to ensure that pre-Lease drainage patterns are preserved or improved as required by the Contract Standards.

8.7 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Concessionaire shall protect existing features to be retained within the limits of the work shown on the BTC and shall not cause damage or injury to any property beyond those limits. If the Concessionaire causes damage or injury to areas beyond those limits, the Concessionaire shall restore any damaged or injured property to a condition similar or equal to that existing before the damage or injury occurred. The repairing, restoring, rebuilding, or making good such damage or injury shall be at the Concessionaire's sole expense. The Concessionaire shall identify both the Service Plaza and the limit of work line on the Final Design documents.

Should the Concessionaire significantly alter the tree line beyond what is shown on the BTC they shall propose and install a landscape restoration plan that provides for a similar level of screening. This plan shall be reviewed for conformance and verified by MassDOT prior to implementation.

8.8 ENVIRONMENTAL CONSTRUCTION COMPLIANCE

See Appendix J of the Lease for environmental construction compliance requirements.

8.9 MATERIAL ON SITE

The Concessionaire may use materials such as stone, gravel, sand or other materials found in excavations within the area of construction within the Service Plaza within the limits of work of the BTC if such material meets MassDOT Specification requirements. Sufficient samples shall be taken to ensure uniformity and continued compliance with previously submitted testing reports as material gradation and quality can vary significantly within a given natural deposit. Material which is excavated and does not meet specifications shall be removed as excess material from the Service Plazas and disposed of off-site by the Concessionaire at the Concessionaire's sole expense.

8.10 NON-CONFORMING WORK

Non-conforming Work is work that MassDOT determines does not conform to the requirements of the Lease. Non-conforming Work shall be removed and replaced so as to be in conformity with the requirements of the Lease, at the Concessionaire's expense, and the Concessionaire shall take all action necessary to prevent similar deficiencies from occurring in the future. The fact that MassDOT may not have discovered the Non-conforming Work shall not constitute Construction Verification or acceptance of the Non-conforming Work, or any waiver by MassDOT in any respect whatsoever. If the Concessionaire fails to correct (or begin correction of) the Non-conforming Work within ten (10) Days of receipt of notice from MassDOT requesting correction, MassDOT may cause the Non-conforming Work to be remedied or removed and replaced, at Concessionaire's sole expense.

The Concessionaire shall be solely responsible for identifying, documenting, and reporting to MassDOT all instances of work that have not been constructed with the absolute strictest adherence to the Contract Standards. An NCR shall also be initiated by the Concessionaire if QMP and quality related processes are not followed. The Concessionaire is responsible for coordinating with MassDOT on test results so that they have current information. The Concessionaire will report in the form of a Non-Conformance Report (NCR), which shall be submitted to MassDOT in writing within 24 hours. A copy of the NCR shall be simultaneously sent to the Concessionaire's Design Professional.

The NCR shall clearly describe the element of work that is non-conforming and the reason for the non-conformance. The NCR shall further address steps to be taken to ensure that the particular nonconformance is not repeated. The Concessionaire's Design Professional shall evaluate the effect of the non-conformance on performance, safety and life of the Redevelopment Improvements and Permitted Capital Improvements and their elements. If remedial actions are necessary, they shall be documented and bear the stamp of a Design Professional. The Concessionaire's Construction QC Manager must also sign off on the NCR stating that the remedial actions to be employed have undergone the appropriate level of QC review.

The Concessionaire shall maintain a log of all NCRs and submit this log to MassDOT and the Construction QC Manager on a bi-weekly basis regardless of any status change. Each NCR shall be numbered sequentially, given a brief description, a status if it is not closed, and an expected date for closure. MassDOT will not grant final Construction Verification for any portion of the Redevelopment Work and Permitted Capital Improvement Work that has an outstanding NCR. All NCRs must be closed with a stamp of the Concessionaire's Design Professional.

MassDOT shall have the authority to call for removal of any Non-conforming Work should MassDOT not agree with the remedial actions set forth by the Concessionaire in any given NCR. MassDOT shall also retain the right to write its own Deficiency Reports (DRs) based on the observance, sampling, and testing of the work. MassDOT retains discretion to accept Non-conforming Work, whether subject to an NCR, a DR or otherwise, in which case the Concessionaire shall pay to MassDOT, as Additional

Rent, an amount determined by MassDOT, acting reasonably, that reflects the diminished value of the Redevelopment Work or Permitted Capital Improvement Work.

8.11 SCHEDULING AND NOTICE TO OWNER

Refer to Section 7 of this Appendix E for project scheduling requirements.

8.12 DOCUMENTATION

During performance of the Redevelopment Work and Permitted Capital Improvement Work, the Concessionaire shall collect and preserve the following data in written form verified by MassDOT:

Daily manpower and equipment reports for all Concessionaire Persons for construction-related activities.

Daily occurrence logs for construction-related activities maintained by the Concessionaire's Project Executive or his/her designee(s), in which shall be recorded daily in narrative form all significant occurrences on the Project, including (i) weather; (ii) asserted Force Majeure events; (iii) events and conditions causing or threatening to cause any significant delay or disruption or interference with the progress of the Construction Work; (iv) significant injuries to person or property; (v) a listing of each activity depicted on the current Progress Schedule/Monthly Update status submittal which is being actively prosecuted; and (vi) a daily record of all labor, materials and equipment expenses which are being incurred, provided that the Concessionaire acknowledges that nothing in daily occurrence logs shall constitute notice of a Supervening Event. For any local agency betterments or Utility-related work such data shall be maintained separately for each local agency or Utility. For Hazardous Materials Management, such data shall be maintained separately for each site.

- Quality records documenting all Quality Control operations, inspections, activities, sampling and tests performed by or on behalf of any Concessionaire Person, including the work of Project Contractors and Subcontractors (including Producers, Fabricators, and Manufacturers). Such records shall include any delays encountered and work that does not conform to the Contract Standards together with the corrective actions taken regarding such work.
- Certifications and QC Reports.

The Concessionaire shall maintain and submit records weekly that include factual evidence that required activities and tests have been performed, including the following: (i) type, number, and results of Quality Control activities, including reviews, inspections, tests, audits, monitoring of Construction Work performance, and materials analysis; (ii) related data such as qualifications of personnel, procedures, and equipment and qualified testing laboratory used; (iii) the inspector or data recorder, the type of test or observation employed, the results and the acceptability of the Construction Work and action taken in connection with deficiencies; (iv) nature of Non-conforming Work and causes for rejection; (v) proposed corrective action; (vi) corrective actions taken; and (vii) sampling and test results of corrective actions.

A Construction "Materials & Workmanship Quality Certificate" and any related quality documentation shall be submitted at completion of all Construction Work with the As-Built plans and signed by the Concessionaire's Construction QC Manager and Quality Control Administrator, indicating that all materials and workmanship incorporated in the Service Plaza conform to all Contract Standards.

8.13 CONSTRUCTION PROCEDURES

8.13.1 General

The Concessionaire shall consult with MassDOT and all other Governmental Authorities that may require review of construction procedures, and shall coordinate the preparation, submittal and review of all construction procedures. Where permits are required from Utility Owners, or Governmental Authorities, construction procedures shall be submitted to them for review and approval in accordance with their requirements.

Construction procedure drawings (such as erection plans, demolition Plans, temporary support, and others as deemed necessary as the work progresses) that have the potential to affect public safety shall be reviewed for conformance and approved by the Concessionaire's Design Professional and these submittals shall follow the same QC process established in the verified QMP. These approved construction procedures will be submitted to MassDOT for Conformance Review and Design Verification.

The Concessionaire shall include these construction procedures in their Master Submittal List. MassDOT shall use this list to determine the required reviewers. This list shall be updated periodically by the Concessionaire as the Redevelopment Work and Permitted Capital Improvement Work progresses and submissions are broken up to support Early Release for Construction and resubmitted to MassDOT to determine the required reviewers.

8.13.2 Building Demolition Procedure

The Redevelopment Work will include full or partial demolition and removal of portions of existing buildings. It also includes miscellaneous removal and disposal of other Service Plaza infrastructure that will be modified or replaced.

The Concessionaire shall verify the existing Utilities on and around the structures being demolished, prior to demolition. The Concessionaire shall also coordinate with all Utility Owners to include any Utilities shifts and temporary Utilities placements between demolition stages.

8.13.2.1 **Demolition Limits and Scope of Work**

As per requirements of the Lease.

8.13.2.2 **Protection During Demolition**

The Concessionaire shall take care not to damage portions of structures that are to remain through the various construction phases. Any item damaged or otherwise made unsatisfactory for continued use due to demolition operations, shall be repaired or replaced with an equal or better product at the expense of the Concessionaire. The Concessionaire shall ensure the structural stability and integrity of all structures during all stages of demolition. This shall be demonstrated in a detailed demolition plan submission as described in Section 4.10.1 of this Appendix E.

The Concessionaire shall ensure the safe passage of vehicular and pedestrian traffic around demolition areas and prevent injury to persons and damage to property through the use of appropriate temporary shielding, protective barriers and enclosures and temporary earth support during the removal of substructure elements.

The Concessionaire shall investigate and assure itself of the condition of the work to be demolished and shall take all precautions to ensure safety of persons and property. In addition, the Concessionaire shall be aware that all existing paint is assumed to be lead-based or contains lead.

The use of explosives shall not be permitted under any circumstances.

8.13.2.3 **Protection of Utilities**

The Concessionaire shall maintain all Utilities except those requiring Relocation and keep Utilities in service and protected from damage. The Concessionaire shall coordinate with all Utility Owners involved in the Redevelopment Work and Permitted Capital Improvement Work limits prior to any structural demolition.

The Concessionaire shall protect existing Utilities lines to remain in service. If any Utilities are damaged due to the Concessionaire's operations, they shall be repaired at the expense of the Concessionaire.

8.13.2.4 **Traffic**

The Concessionaire shall conduct demolition operations and removal of debris to ensure minimum interference with the normal use of public ways and other adjacent facilities.

8.13.2.5 **Salvage and Hazardous Materials**

All materials removed under this Section which are not to be re-used on the proposed structure shall become the property of the Concessionaire and shall be removed from the job site and disposed of legally.

Refer to Appendix J for Hazardous Waste requirements.

8.13.2.6 **Demolition Submittals**

The Concessionaire shall submit the information listed in this section to MassDOT for Conformance Review and Design Verification for each structure to be demolished. The following information shall be included in a demolition submittal to MassDOT for Conformance Review:

1. Plan identifying off-site disposal locations.

2. Agency certification(s) for off-site disposal locations.

3. A demolition scheme for Conformance Review and Design Verification for each structure indicating procedures, sequence of operations, placement of shields, barriers, equipment types and placement, dust control, and plan of demolition. At a minimum, the following information shall be included in the submittal.

   (a) Plan(s) showing the location of all buildings, roadways, Utilities, buildings to be removed, protective barriers and shielding as required and other appurtenances in the vicinity of the demolition areas.

   (b) Provide details of shielding showing materials and methods of securing it in place.

   (c) Identification of crane and lifting equipment type and model, set-up location(s), and intended operating radii.

   (d) Identification of other equipment proposed for use in the demolition process.

   (e) A schedule of demolition operations identifying durations and sequence.

   (f) Any other pertinent information that describes the proposed demolition procedure.

4. The methods and schemes proposed for demolition and shielding shall be prepared under the supervision of, and be signed and sealed by, a Design Professional. Such Design Professional must be familiar with these specifications, those of the American Association of State Highway and Transportation Officials (AASHTO), Standard Specifications, the work, and be experienced in the technical field. All drawings and calculations shall be stamped with the seal of the Design Professional.

5. Any Design Verification of the above submissions by MassDOT shall not relieve the Concessionaire of complete responsibility for all demolition procedures and operations.

8.13.3 Erection Procedure

The Concessionaire shall develop proposed erection procedures for all buildings, which include but are not limited to, rigging, lifting attachments, temporary

shoring, bracing systems, supports, falsework, crane locations, crane capacity charts, other lifting equipment, and jacking necessary to allow construction of all structural components. The calculations, drawings and erection sequences shall be signed and sealed by a Design Professional and then submitted to MassDOT for Conformance Review and Design Verification.

Erection Procedures that exceed the limitations of the environmental permit documents may be considered but would require submission of amendment requests and necessary regulatory agency approvals with no additional time or compensation provided to the Concessionaire.

The Erection Procedure developed by the Concessionaire shall include, at a minimum:

- Description of how materials and structural components will be transported to the site assembled and erected.
- Procedures for preventing impacts on vehicles and pedestrians during construction.
- Calculations to address stresses on existing and proposed structural elements due to erection.

Erection work will not be allowed over live traffic.

8.13.4 Temporary Excavation Support

All temporary support of excavations (SOEs) shall be designed and constructed such that Occupational Safety & Health Administration (OSHA) requirements are met or exceeded. SOEs in the vicinity of any roadway shall also meet the requirements contained in the MassDOT Bridge Manual.

The Concessionaire shall be responsible for ensuring that all SOEs shall be designed and constructed to maintain a safe system and will provide support for existing facilities and Utilities. The Concessionaire shall take full account of all relevant factors, including surcharge pressures due to structure live loads and construction loads in lateral earth pressure diagrams.

The Concessionaire shall ensure the design and drawings for the temporary earth support system(s) are signed and sealed by a Design Professional.

8.14 SHOP DRAWINGS

Shop drawings for the Redevelopment Improvements shall include but not be limited to new site infrastructure and architectural structural steel fabrication plans, precast concrete fabrication plans, shop details, erection plans, equipment lists and any other information specifically required by the Standard Specifications, Special Provisions, or Governmental Authorities. The shop drawings shall be reviewed for conformance and approved by the Concessionaire's Design Professional who prepares the Design Documents and shall follow the same QC process established in the verified QMP.

The Concessionaire shall obtain all necessary Design Verifications for shop drawings for fabrication and said Design Verifications along with copies of all verified drawings shall be provided to MassDOT three (3) Business Days prior to the start of Construction Work detailed by the drawings. Incomplete packages shall be returned to the Concessionaire for resubmission. Fabrication may not proceed until resubmission to MassDOT. The Concessionaire must include a Table of Contents for all shop and working drawings on the transmittals and shop drawings submitted to MassDOT. Any changes to Shop Drawings must be approved by the Design Professional and clearly indicated on the Shop Drawings prior to transmitting to MassDOT. Only the most current shop drawing shall be posted on MassDOT's SharePoint ®.

8.15 OPERATION AND MAINTENANCE MANUALS

Refer to Appendix F – O&M Performance of the Lease for Operation and Maintenance requirements.

8.16 AS-BUILT RECORD DRAWINGS

As a condition for Milestone 1, Concessionaire Field Completion., the Concessionaire shall provide MassDOT the Service Plazas' as-built Record Drawings consisting of files of electronic pdf images created from within Autodesk Revit for the building AutoCAD for the site. The Concessionaire shall also provide the 3-D electronic drawing files of final plans (record documents). The Record Drawings shall depict the final completed Redevelopment Improvements and Permitted Capital Improvements, including all changes with all of the relevant data showing the building, building systems, drainage systems, underground tanks, underground Utilities, traffic controls, EV infrastructure, signing placement, other site work and grade revisions.

The Record Drawings shall be reissued, restamped, and dated by the respective Record Designers. Field Design Change Notices may continue to include revision notations showing the changes from the Issued for Construction Design Documents and subsequently agreed changes to such Design Documents in order to document any Non-conforming Work or changed field condition that necessitated the change. Changes that warrant as-built documentation, but which have not been previously issued as a Design Change Notice or a Field Design Change during construction shall be certified by the Concessionaire and issued as a final "As-Built Revision." The Concessionaire shall also provide other relevant Project data such as building shop plans, boring logs, and exploratory records in hard copy sets as well as electronic files.

- All Record Drawings shall comply with the Contract Standards, including MassDOT Standards, the requirements of the conditions of the Project permits, and as further defined above. Operation and maintenance manuals and instructions shall be provided for all systems and equipment.
- As-built data which differs from the original design shall be shown on the As-Built drawings.
- An additional pdf copy of the As-Built drawings shall also be sent to the affected Utility Owners, State Building Inspector and affected municipalities.

8.17 AS-BUILT RATING REPORTS

[**THIS SECTION NOT APPLICABLE**]

8.18 CONTINGENCY PLANNING

The Concessionaire shall develop contingency plans for potential problems that may arise during construction that will have an effect on completion of the Redevelopment Work and Permitted Capital Improvement Work. The plans shall be prepared by an emergency response specialist familiar with service plaza construction and shall include, but not be limited to the following:

- Poor or severe weather forecast that may impact operations

Equipment breakdowns, malfunctions or failure, including sufficient additional equipment, parts, supplies, operators and power sources

- Incident involving delivery of material

Accident within Service Plaza limits

- Traffic Management Plan implementation equipment breakdown or staff non-responsiveness
- Materials be delayed or are missing
- Obstructions encountered within excavations.
- Hazardous soil encountered

Emergency repairs to the existing infrastructure

Emergency repairs to Utility infrastructure

Incident management staging, equipment and response plan for incidents within or near the Service Plaza limits.

- Homeland security threats to the Project or the area that may impact continuity of operations including an evacuation plan.
- Any event that may require altering construction conditions or roadway configurations

Plans shall consider all hazards in nature but shall also be narrowly tailored and specific to hazards identified that could impact the Redevelopment Work and Permitted Capital Improvement Work, and shall consider critical assets or infrastructure in the area, geographic terrain, abutting entities and properties, and/or environmental concerns in the area. Plans shall be developed with the involvement of multiple stakeholders, including relevant District personnel, public safety and life safety first responders, and other interests. The plans shall detail multi-disciplinary actions to be taken throughout the course of an incident from detection to recovery. Plans shall also be reviewed with

all stakeholders in an appropriate training or exercise forum prior to commencement of the associated phase of Construction Work.

8.19 CONSTRUCTION DIGITAL RECORDING

[**THIS SECTION NOT APPLICABLE**]

8.20 DIGITAL CONSTRUCTION DOCUMENTS

After Design Verification, all final Project documents, including the documents listed in Section 1.1.8 of this Appendix E shall be submitted to MassDOT via the Electronic Document Management Methodology (EDMM) as a searchable PDF, with embedded two-way links between associated design drawings and details, working drawings and details, shop drawings, other submittals, Requests for Information (RFIs), etc. as applicable.

8.20.1 Accessible Electronic Deliverable Requirements

The Concessionaire is required to provide accessible electronic deliverables. For purposes of this provision "accessible" shall be construed to mean accessible and usable by people with disabilities, including use with assistive technologies. For the purposes of this provision, the term "electronic deliverables" includes, but is not limited to any or all of the following: pamphlets, presentations, specifications, studies, reports, web pages and applications.

Deliverables, or components thereof, such as plans, drawings, schedules, field notes, measurements or calculations that cannot reasonably be made accessible will be exempt from these requirements, subject to Conformance Review and Design Verification by MassDOT. Conformance with the following standards ("Accessibility Standards") is required to ensure accessibility of electronic deliverables:

Web Content Accessibility Guidelines (WCAG) 2.0 Level AA -- http://www.w3.org/TR/WCAG20/
and when applicable

Enterprise IT Accessibility Standards -- https://www.mass.gov/guides/enterprise-it-accessibility-standards

Prior to delivery, the Concessionaire is responsible for confirming deliverable compliance with the Accessible Electronic Deliverable Requirements (see Guidelines for Accessible Electronic Deliverable Creation provided in the RIDs). The Concessionaire shall be responsible for curing each instance of non-conformance identified by MassDOT with the foregoing accessibility requirements at no additional cost to MassDOT.

APPENDIX F

OPERATIONS AND MAINTENANCE PERFORMANCE STANDARDS

1. GENERAL

1.1 Purpose

This Appendix establishes certain standards of performance of O&M Services for the Service Plazas ("O&M Performance Standards"). The Concessionaire shall comply with all O&M Performance Standards in performing the O&M Services.

Any failure to comply with this Appendix F shall constitute non-compliance under Section 8.1 of the Lease and any such non-compliance shall require the Concessionaire to implement remedial action. Remedial action may include submission of a Corrective Action Plan in accordance with Section 3.6 of this Appendix F. Such non-compliance may also result in the imposition of liquidated damages by MassDOT in accordance with this Appendix F. Without limiting the foregoing, simultaneous Probation of two or more Service Plazas under Section 3.3 of this Appendix F may give rise to an Event of Default under Section 20.2(A)(11) of the Lease. The aggregate of all liquidated damages assessed under Section 8.1 of the Lease and this Appendix F may give rise to an Event of Default under Section 20.2(A)(12) of the Lease.

The Concessionaire shall implement the Plaza Operations and Maintenance Plan in accordance with the Lease. The Plaza Operations and Maintenance Plan shall set forth the Concessionaire’s approach to achieving compliance with the O&M Performance Standards throughout the Lease Term. Nothing in the Plaza Operations and Maintenance Plan shall relieve the Concessionaire of or from its obligations in respect of the O&M Performance Standards or from MassDOT’s remedies for the Concessionaire’s failure to comply with the O&M Performance Standards.

The Concessionaire shall conduct routine self-inspections of each Service Plaza to monitor ongoing compliance with the O&M Performance Standards. The Concessionaire shall perform self-inspections for each Compliance Item set forth in Section 2 of this Appendix F no less than once per week at each Service Plaza. The Concessionaire shall record the results of each self-inspection on the same market-recognized performance tracking system (the “Inspection Data Platform”). MassDOT shall have unrestricted access to the Inspection Data Platform and all data contained therein. The Concessionaire shall promptly cure any non-compliance identified during a self-inspection. The Concessionaire’s failure to identify or cure non-compliance during a self-inspection shall not limit MassDOT’s rights under this Appendix F.

The O&M Performance Standards set forth in this Appendix F may be modified from time to time in accordance with Section 9.7 of the Lease.

The Concessionaire shall implement the Plaza Operations and Maintenance Plan in accordance with the Appendix J Environmental Protocol.

2. GENERAL DESCRIPTIONS

This Section 2 sets forth the O&M Performance Standards applicable to each Compliance Item addressed in the Inspection Checklist (Attachment 1). MassDOT shall assess each Compliance Item against the applicable O&M Performance Standard and the other Contract Standards and rate each item as either "Pass" or "Fail." A "Pass" rating indicates that the Compliance Item is in conformance with the applicable O&M Performance Standard and other Contract Standards at the time of inspection. Any aspect of a Compliance Item that fails to comply with an O&M Performance Standard described in this Section 2, or with any other Contract Standard pertaining to such Compliance Item, shall justify a "Fail" rating for such Compliance Item category. MassDOT shall record each rating on the Inspection Checklist. MassDOT shall measure compliance against any quantitative threshold set forth in the applicable O&M Performance Standard and Contract Standards and shall otherwise assess qualitative compliance, acting reasonably.

The Concessionaire shall comply with all O&M Performance Standards in performing the O&M Services, and the descriptions in this Section 2 shall not be construed to limit the Concessionaire's obligations under the Lease. The Concessionaire shall use the O&M Performance Standards set forth in this Section 2 as the basis for all self-inspections conducted pursuant to Section 1.1 of this Appendix F.

The Concessionaire shall comply with Applicable Law (including the Americans with Disabilities Act), Good Industry Practice, and all other Contract Standards in respect of the O&M Services. MassDOT may consider the Concessionaire's Plaza Operations and Maintenance Plan, Good Industry Practice and other Contract Standards in its assessment of the Concessionaire's compliance with the O&M Performance Standards. In any instance where another Contract Standard requires a higher standard of performance or higher quality of Contract Services than an O&M Performance Standard identified in this Appendix F, the Concessionaire shall provide Contract Services meeting the higher requirements of such other Contract Standard.

2.1 Parking Lot/Roadway Conditions.

(A) Pavement Conditions. Safe plaza pavement conditions throughout the Service Plaza shall be maintained at all times. If potholes greater than 10 inches in diameter develop, the Concessionaire shall promptly cone off the area to maintain a circulation pattern for vehicles without limiting access to parking and the Service Plaza until a permanent remedy is completed (which shall be done promptly). Pavement in the direct path of pedestrian traffic shall also be free of settlement or heave displacement that presents a pedestrian tripping hazard. Displacement greater than 1 inch in verticality shall not in and of itself give rise to a Fail rating; however, this shall not be construed to relieve the Concessionaire of its obligation to maintain pavement so as to prevent any tripping hazard. Pavement shall also be free of damage to shoulders caused by erosion or heavy traffic, and free of damage to curbs and island nose approaches shall be free of damage.

(B) Lighting. All lighting units and fixtures shall be sound and secure. All lighting shall be maintained so as to achieve at least the minimum lumen levels required by Applicable Law for the respective applications. All lighting shall remain on from sundown to sunup. At all times, no less than ninety percent (90%) of the installed

luminaires shall be operational and providing their required lumen output. Any luminaire that is not operational shall be repaired or replaced within seven (7) days of discovery or notice, whichever is earlier, except where the failure results from a utility power interruption or other cause beyond the Concessionaire's reasonable control, in which case repair shall be completed within seven (7) days after the cause is resolved or the required parts become available, and the Concessionaire shall notify MassDOT of the delay and expected restoration date.

(C) Parking Lot Striping. Parking lots, EV Charging Stations, drive-through lanes, accessible parking spaces and access aisles, fire lanes, crosswalks, stop bars, circulation arrows and all other paved traffic areas shall be clearly marked and striped in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), the Americans with Disabilities Act / Massachusetts Architectural Access Board requirements, all Applicable Law, and the other Contract Standards. All pavement markings shall be complete, continuous, and legible, free of cracking, peeling, fading, or wear, with no individual marking having more than ten percent (10%) of its surface area worn or obscured. Any marking that falls below these standards, or that is missing, damaged, or noncompliant, shall be restored, remarked, or replaced within seven (7) days of discovery or notice, whichever is earlier.

(D) Curbs, Barriers, Sidewalks, Posts and Signs. Pedestrian sidewalks and curbs shall be free of abrupt settlement, heave displacements greater than ½ inch, spalls, gouges or other conditions that represent a tripping hazard. Curbs shall be securely in place and have no sections missing. All non-hazardous conditions in need of repair shall be repaired on a semi-annual basis. Posts and signs shall be secure, free of rust and fully legible. Any damaged signs and posts must be repaired or replaced if they are missing, damaged, or noncompliant, and shall be restored, remarked, or replaced within seven (7) days of discovery or notice, whichever is earlier. Each Service Plaza shall have a commercial quality hot water pressure washer to remove gum and stains from sidewalks, curbs and dock areas. Pressure washing shall be performed at least weekly between May 1 and September 30 and additionally, on an as-needed basis.

(E) Signage and Advertising. All signage, wayfinding and advertising shall be installed and maintained so as not to create hazards or distractions. Signs and posts shall be maintained in accordance with the Contract Standards and replaced promptly if displaced by impact or wear.

2.2 Grounds Landscaping.

All grounds landscaping and maintenance shall be performed in accordance with the Plaza Operations and Maintenance Plan and other Contract Standards.

(A) Grass Areas and Edging. Grassed areas shall be of uniform appearance and maintained throughout the growing season (April through November) to a maximum height of 4 inches. All edges, including around curbs, light poles, and similar fixtures, shall be trimmed of grass and weeds.

(B) Trees, Shrubs, Hedges, Flower Beds and Mulch. All trees, plantings, shrubs, and hedges shall be maintained on a twice-per-month schedule. Trees, shrubs, and hedges shall be trimmed, pruned and/or cut to maintain healthy growth, consistent with the Plaza Operations and Maintenance Plan. Dead or dying plants shall be promptly replaced. The Concessionaire shall keep the Service Plazas free of any trees, shrubs and hedges that create any risk of fire, obstruction of roadways and walkways, obstruction of sightlines, pathways, car parking, site lighting, or hazards. Mulch, or other ground cover, shall be added each spring, weeded and maintained at a minimum thickness of 2 inches. The Concessionaire shall provide fully stocked and mulched flower beds during growing season with an appropriate mix of plants maintained and weeded on a monthly schedule. The Concessionaire shall perform a thorough spring and fall cleanup of all landscaped areas. The Concessionaire shall service and maintain any on-site irrigation.

(C) Litter and Debris. The Concessionaire shall keep all areas of the Service Plazas free of litter and debris. During all shifts, the Concessionaire shall monitor and promptly pick up all trash, litter and debris at, in, and about the Service Plazas. Without limiting the foregoing, a FAIL rating shall apply if visible litter or debris greater than 2 inches in diameter is present in the inspected area.

(D) Trash and Recycling Receptacles. The Concessionaire shall keep all exterior trash, recycling receptacles, and composting bins clean and not overflowing. The Concessionaire shall maintain, repair and replace all such receptacles in sufficient numbers to serve the customer traffic levels at each Service Plaza. All dumpsters, compactors and related surrounding areas shall be kept clean, neat and free of clutter and spills. Without limiting the foregoing, a FAIL rating shall apply if more than 90% of receptacles are at full capacity, damaged, or surrounded by spills/clutter.

(E) Fencing. All fencing and gates within the perimeter fencing of the Service Plaza that is the responsibility of the Concessionaire pursuant to Section 9.2(A) of the Lease shall be sound and free of damage and deficiencies, except for normal wear and tear. Perimeter fencing, access gates and locking systems for access gates are the responsibility of MassDOT pursuant to Section 14.2(A)(2) of the Lease. Only locks provided by MassDOT are permitted to be on access gates. Without limiting the foregoing, a FAIL rating shall apply if more than 10% of Concessionaire-responsible fencing/gates are damaged, leaning, or insecure, or if a non-MassDOT lock is on any access gate.

(F) Picnic and Pet Areas. Pet areas shall be stocked with pet waste cleanup supplies for customer use. The Concessionaire shall clean pet areas and sanitize not less than once per day and as otherwise necessary; provided, that the foregoing daily minimum shall not apply during periods of inclement weather. Exterior tables, benches, seats, and decorative elements shall be sound, safe, secure, and maintained in accordance with the Contract Standards.

(G) Lighting. All lighting units and fixtures shall be sound and secure. All lighting shall be maintained so as to achieve at least the minimum lumen levels required by

Applicable Law for the respective applications. All lighting shall remain on from sundown to sunup.

(H) Flags and Poles. The Concessionaire shall provide and maintain flag poles and flags at each Service Plaza. Each Service Plaza shall have a quality U.S. flag, Commonwealth of Massachusetts flag, POW-MIA flag, applicable poles and required lighting for the flags. The U.S. flag and Commonwealth of Massachusetts flag shall be no smaller than 5 feet x 8 feet. The POW-MIA flag shall be no smaller than 4 feet x 6 feet. Flags shall never be worn, torn, tattered or faded. Flags shall be raised and lowered in accordance with proclamations by the Governor of Massachusetts or as directed by MassDOT.

(I) Pest Control. The Concessionaire shall use reasonable efforts to ensure that all outdoor areas of the Service Plazas, including grounds, picnic areas, pet areas and walkways, are kept free from ants, flies, rodents, roaches, bees, birds and other pests, insects or vermin, in accordance with the pest control provisions of the Plaza Operations and Maintenance Plan.

2.3 Restrooms (including Family Restrooms and Truckers Lounge Restrooms and Showers).

(A) Restrooms Open. Restrooms and showers shall be open 24/7/365 in accordance with Section 8.5 of the Lease and signed properly with no closure for cleaning exceeding 15 minutes except in the case of necessary repairs. Should a patron express an urgent and immediate need to use the facilities during any such closure, such patron shall be permitted access.

(B) Odor Control. Each restroom and shower shall be maintained in an orderly, clean and sanitary condition. Restrooms shall be free from persistent unpleasant odors. Without limiting the foregoing, a FAIL rating shall apply if fifteen percent (15%) or more of a population sample believe the odor to be objectionable.

(C) Restrooms (cleanliness and stocking). Restrooms and showers shall be maintained in a clean and sanitary condition. Cleaning shall be completed on a scheduled basis and as otherwise needed to conform to Good Industry Practice and other Contract Standards, and shall address the cleanliness and sanitation of floors, walls, fixtures, railings, mirrors, accessories, dividing partitions, stalls and counters, and shall ensure that consumable items are in sufficient supply. Hand dryers, waste bins and sanitary napkin disposal containers shall be provided and kept clean and free from soil, debris and unpleasant odor.

(D) Restrooms (maintenance). Restrooms and showers shall be maintained in accordance with Good Industry Practice and the other Contract Standards. All restroom equipment, including doors, signage, towel dispensers, soap dispensers, mirrors, lighting, janitor closets, hand dryers, sinks, faucets, urinals, toilets, stalls, floor drains and waste receptacles, shall be in compliance with the Contract Standards. Any restroom equipment that presents a health or safety concern shall be repaired or replaced within twenty-four (24) hours of discovery or notice, whichever is earlier. All other restroom equipment that is not in compliance with

the Contract Standards shall be repaired or replaced within seventy-two (72) hours of discovery or notice, whichever is earlier. Without limiting the foregoing, a FAIL rating shall be justified if more than 5% of fixtures are broken, leaking, clogged, or out of service.

2.4 Electric Vehicle Charging.

(A) The Concessionaire shall operate and maintain EV Charging Stations that comply with the requirements of Section 4.16 of Appendix E and Section 8.15 of the Lease. Charging Ports shall comply with the Contract Standards 24/7/365, except for scheduled maintenance, shall be repaired within 48 hours of malfunction, and shall meet the Minimum Charger Uptime requirements of Section 4.16 of Appendix E, provided that this Compliance Item does not apply to EV Charging Stations supplied and operated by a person that is not a Concessionaire Person. The Concessionaire shall ensure that all EV Charging Stations, including those that are not operated by Concessionaire Persons, are clearly delineated with striping and signage, and are consistently monitored for litter, debris, wear and tear, and obstruction, such as snow and ice.

(B) The Concessionaire shall be subject to liquidated damages as provided in this Appendix F for failing to maintain: (i) the average monthly Charger Uptime requirement of 97% or greater per Charging Port; and (ii) a Charger Uptime of 97% or greater per Charging Port on any "Peak Day." Peak Days are: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth National Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, and each day before and each day after the foregoing holidays. The liquidated damages are based on a per day and per Charging Port basis.

2.5 Reservation System and Mobile Application.

The Concessionaire shall implement, operate, and maintain the Reservation System accessible through a Mobile Application in accordance with the Contract Standards.

(A) Fees:

a. The Concessionaire is authorized to charge a fee for use of the Reservation System, provided that such fee is fair, reasonable, and non-discriminatory. All such fees shall be clearly disclosed within the Mobile Application prior to the user committing to a transaction.

(B) Operations and Maintenance:

a. The Reservation System and Mobile Application for truck parking reservations shall be operated and maintained throughout the Lease Term.

b. The Mobile Application shall include a feature that allows users to report issues. If a parking stall that is indicated as available is reported as unavailable, the Reservation System shall trigger an automated workflow

that promptly flags such space as unavailable and directs the user to the next closest available space.

c. The Concessionaire shall ensure that its System Vendor provides continuous help desk support, available 24 hours per day, 7 days per week, 365 days per year, via telephone, and a text-based support feature accessible through the Mobile Application.

(C) Required Accuracy

a. The Reservation System shall report the occupied-vacant status with at least a 95% accuracy.

2.6 Buildings and Structures – External.

(A) Roof, Siding, Trim, Railing, Decorations. Roofs, exterior walls, finishes, trim, railings, decorations, signage and accessories shall be sound, secure, and shall be maintained in accordance with the Plaza Operations and Maintenance Plan. In the event any repairs or replacements are needed, the Concessionaire shall use all reasonable efforts to match the original materials as closely as possible. Maintenance and repairs required to prevent hazardous conditions shall be performed immediately. Other maintenance and repairs shall be performed reasonably promptly, taking into account any inclement weather conditions or temperatures near or below freezing that prevents prompt maintenance and repairs based on Good Industry Practice. Without limiting the foregoing, a FAIL rating shall be justified if a roof, siding, trim, or railings show damage, leaks, loose/missing pieces, or any hazardous condition.

(B) Windows (cleanliness). All external surfaces of glass shall be cleaned weekly between May and October and every other week at all other times and more often as needed for higher customer traffic areas and winter salt conditions. Cold weather glass cleaning solutions shall be utilized during winter months to prevent freezing. Without limiting the foregoing, a FAIL rating shall be justified if exterior glass, viewed from a distance of 5 feet away from the exterior glass, is visibly soiled, streaked, or salt-filmed, or if the cleaning log is behind schedule.

(C) Windows (maintenance). All windows shall be free of hazards related to breakage, shall be sound, secure and weatherproof and with no leaks (air or water). All frames, hardware, caulking, and glazing shall be in good condition, and windows shall be free of cracks, chips, fogged glass, deterioration, damage and other defects. Without limiting the foregoing, a FAIL rating shall be justified if any window is cracked, chipped, broken, fogged, leaking, or has failed frames/caulking.

(D) Doors (cleanliness). All external doors, including the surfaces of glass on exterior doors shall be clean. All fingerprints, graffiti and soil shall be removed daily. Without limiting the foregoing, a FAIL rating shall be justified if an exterior door or glass, viewed from a distance of 5 feet away from the door or glass, shows fingerprints, graffiti, or soil on the door or glass.

(E) Doors (maintenance). All doors shall be secured, operational and have keys available to MassDOT officials provided that MassDOT shall maintain and provide keys and cores to all exterior doors. The Concessionaire shall provide locks to accept MassDOT's current key cores. All doors shall be maintained by the Concessionaire. Doors to secure areas shall be operational and locked. Accessible doors shall be available at each Service Plaza entrance. Safety-related conditions shall be addressed immediately. Without limiting the foregoing, a FAIL rating shall be justified if any exterior door fails to open, close, latch or lock, any accessible door is inoperable, or if a secure-area door is unlocked.

(F) Trash, Rubbish, Compost and Recyclables Receptacles. Trash, rubbish and compost receptacles and lids shall be clean, free of damage, with access door secured in place and no sharp edges or significant rust. Plastic liners shall be used, and the receptacles shall be emptied as necessary to enable the receptacle to function as intended. Without limiting the foregoing, a FAIL rating shall be justified if more than 90% of receptacles are at full capacity, damaged, or surrounded by spills/clutter or if any receptacles are missing a lid, or if any receptacles have sharp edges.

(G) Signage and Way-Finding Systems. All signage at the Service Plazas (including no-smoking/ designated smoking areas, patron comments, guidance, restrooms, food, way finding, venue identification, and regulatory signage, and any temporary signage required during construction activities) shall be maintained, sound and secure, and shall be replaced when damaged or missing. All lighting elements shall be in proper working order and shall remain on from sundown to sunup. Only signage that has been approved by MassDOT or is otherwise permitted by the Lease shall be installed. Without limiting the foregoing, a FAIL rating shall be justified if any required sign is missing, damaged, illegible, or otherwise not in compliance with the Contract Standards.

(H) External Grease Traps. Grease traps and grease interceptors serving the Service Plazas shall be operated, maintained, and cleaned in accordance with the manufacturer's specifications and all applicable federal, state, and local Board of Health requirements and other Applicable Law. At a minimum, each grease trap and interceptor shall be fully pumped out and cleaned no less frequently than once every three (3) months, and more frequently as necessary to ensure proper function and to prevent the accumulation of fats, oils, and grease, or whenever the combined thickness of the floating grease layer and settled solids reaches twenty-five percent (25%) of the total liquid depth of the device, whichever occurs first. All removed waste shall be transported by a licensed grease hauler and disposed of at a permitted facility. Records of all pump-outs and cleanings, including the date of service, the volume removed, and the name of the licensed hauler or service provider, shall be maintained and made available to MassDOT upon request.

2.7 Buildings and Structures – Internal.

(A) Doors (cleanliness). All internal doors, including the surfaces of glass on interior doors, shall be clean. All fingerprints, graffiti and soil shall be removed daily. Without limiting the foregoing, a FAIL rating shall be justified if any interior door

or glass, viewed from a distance of 5 feet away from the door or glass, shows fingerprints, graffiti, or soil.

(B) Doors (maintenance). All doors shall be able to be secured, operational and have keys available; provided that MassDOT shall maintain and provide keys and cores to all exterior doors. The Concessionaire shall provide locks to accept MassDOT's current key cores. All doors shall be maintained by the Concessionaire. Doors to secure areas shall be operational and locked. Accessible doors shall be available at each Service Plaza entrance. Safety-related conditions shall be addressed immediately. Without limiting the foregoing, a FAIL rating shall be justified if any interior door fails to open, close, latch or lock, or if a secure-area door is unlocked.

(C) Interior Tables, Benches, Seats, and Decorative Elements (cleanliness). Interior tables, benches, seats, and decorative elements shall be clean and free of litter and excessive soiling such as spillage from condiments and beverages. Without limiting the foregoing, a FAIL rating shall be justified if more than 30% of tables, benches and seats are dirty, sticky, or littered.

(D) Interior Tables, Benches, Seats, and Decorative Elements (maintenance). Interior tables, benches, seats, and decorative elements shall be sound, safe, secure, and maintained. Without limiting the foregoing, a FAIL rating shall be justified if more than 5% of interior seating and furniture is broken, wobbly, or unsafe.

(E) Walls, Glass, Finishes, Trim, Railings, Decorations, Accessories, Interior Doors. Facilities shall be maintained such that internal walls, doors, door glass, window glass, surfaces and baseboards are clean, free of fingerprints and soiling. Safety related conditions shall be addressed promptly. Without limiting the foregoing, a Fail rating shall be justified if any wall, glass, trim or baseboard, viewed from a distance of 5 feet away from the element being viewed, is visibly soiled or marked, or if there is any safety-related defect associated with any wall, glass, trim or baseboard.

(F) Interior Emergency Door Maintenance. All fire doors shall be closed, sound, secure, labeled, and latch properly. All doors shall be fully accessible and operational and maintained at all times. All door locks shall be operational and keys available. Doors to secure areas shall be operational and locked. Without limiting the foregoing, a Fail rating shall be justified if any fire or emergency door fails to close/latch, is blocked, unlabeled, or inoperable.

(G) Floors and Finishes (cleanliness). Facilities shall be maintained such that the floor is free of standing liquid and clean. Appropriate signage and precautions shall be taken regarding patron safety on newly cleaned or wet floors. Any deep cleaning shall be completed as needed. Without limiting the foregoing, a Fail rating shall be justified if any floors have standing liquid, visible soil, or wet areas without warning signage.

(H) Floors and Finishes (maintenance). All floors shall be sound, secure, and be maintained. When repairs or replacements are needed, the Concessionaire shall use all reasonable efforts to match the original materials as closely as possible in quality

and appearance. Without limiting the foregoing, a Fail rating shall be justified if flooring is cracked, lifting, broken, or poses a tripping hazard.

(I) Ceiling, Accessories, Background Music, and Finishes. Ceilings, including grids and lighting units shall be clean, functional and maintained. Background music shall be available at all times and, when played, played at an appropriate level in all customer areas. Without limiting the foregoing, a Fail rating shall be justified if ceiling tiles, grids, or lights are stained, missing, or non-functional, or if background music is unavailable or too loud.

(J) Gum, Graffiti and Vandalism. Any graffiti which is vulgar or obscene shall be removed, covered up or the affected equipment replaced within 12 hours. Any conventional or permanently etched or other permanently destructive vandalism of any kind shall be addressed and resolved within one (1) week. Gum on the interior surfaces of the Service Plaza shall be removed within two (2) days. Without limiting the foregoing, a Fail rating shall be justified if graffiti, vandalism or gum is visible from a distance of 5 feet away from the area being viewed.

(K) Trash Receptacles. All receptacles shall be reasonably clean, neat and bags/liners changed as necessary and have lids to keep the litter inside. Without limiting the foregoing, a Fail rating shall be justified if more than 90% of receptacles are at full capacity, damaged, or surrounded by spills/clutter or if any receptacle is missing a lid.

(L) Pest Control/Infestations. Any animal or insect presence or nesting inside and any animal and/or insect evidence of nesting outside shall be addressed in accordance with all Applicable Law and shall be addressed quickly enough to avoid a shutdown by Governmental Authorities. Without limiting the foregoing, a Fail rating shall be justified if there is any visible persistent interior pest activity, nesting, or droppings.

(M) Janitorial Areas/Items. Janitorial rooms shall be in a clean, neat and orderly condition. All janitorial carts and equipment shall be in a functional, safe and clean condition. Without limiting the foregoing, a Fail rating shall be justified if janitorial rooms are cluttered or dirty or if any janitorial equipment is broken or unsafe.

(N) Signage and Way-Finding Systems. All signage at the Service Plaza (including no-smoking/ designated smoking areas, patron comments, guidance, restrooms, food, way finding, venue identification, regulatory signage, and any temporary signage that is required during construction activities) shall be maintained, sound and secure and shall be replaced when damaged or missing. All lighting elements shall be in proper working order. Only signage that has been approved by MassDOT or is otherwise permitted by the Lease shall be installed. Without limiting the foregoing, a Fail rating shall be justified if any interior sign is missing, damaged, illegible, or otherwise not in compliance with the Contract Standards.

(O) Ventilation and Exhaust. All ventilation outlets shall be maintained and shall be unblocked and free of obstructions and free of mold, pollen, dead animals / rodents and any other blockages. Without limiting the foregoing, a Fail rating shall be

justified if any vent or exhaust outlet is blocked, moldy, or harmful to health or safety.

(P) Mechanical Systems Maintenance and HVAC Controls, Distribution Systems and Heating/Cooling Units. HVAC systems shall function as intended and be serviced at intervals specified by manufacturers and provide a safe and comfortable environment. HVAC systems shall be operated so that they comply with the most updated applicable seasonal ANSI/ASHRAE standards to maintain a comfortable interior air temperature. All ductwork, fittings and pipe work shall be securely fastened to their intended points of anchorage. HVAC systems shall be free from corrosion, mold, organic growth, damage and deficiency, except for normal wear and tear. Restroom exhaust fans shall be operational at all times, except for scheduled maintenance. Without limiting the foregoing, a Fail rating shall be justified if the HVAC system does not maintain the temperature between 68–76°F, or exceeds the range of 30–60% relative humidity, or shows corrosion, mold, or damage, or if ductwork is loose, or if a restroom exhaust fan is inoperable.

(Q) Plumbing Fixtures, Water Heaters, Pumping Systems, Supply Lines, Drain Lines, and Drinking Fountains. Plumbing installations shall be properly installed, properly sized, functioning properly, sound, secure and properly attached. When repairs or replacements are needed, the Concessionaire shall use all reasonable efforts to match the original fixtures and materials as closely as possible in quality and appearance. Without limiting the foregoing, a Fail rating shall be justified if any fixture, water heater, line or fountain leaks, is clogged, loose, or non-functional.

(R) Electrical Systems and Controls. All electrical supply and distribution systems, controls, and components shall conform to Applicable Law and be in proper working order and shall be properly maintained. Without limiting the foregoing, a Fail rating shall be justified if any electrical component is inoperable or fails to comply with Applicable Law.

(S) Elevator Systems. Elevators shall be operable at all times, except for scheduled maintenance. Equipment shall be clean and, if applicable, lubricated and shall conform to Applicable Law. Elevator machine rooms, hoistways, pits, car tops and equipment in or on those areas shall be in a clean condition. Lamps, buttons, and crystals shall be maintained in clean operating condition. The Concessionaire shall ensure that elevators are inspected on a schedule that complies with Applicable Law.

2.8 Snow/Ice/Ice Melt Removal.

The Concessionaire shall be responsible for the clearing of ice and snow to a reasonable standard throughout the exterior premises including but not limited to the parking area, walkways, electric vehicle charging area and fueling areas and other areas identified in Section 9.2 (B) of the Lease. Snow may be stored on property, provided that such storage does not unreasonably limit the operation and safety of the Service Plaza, and no snow is stored, placed or dumped within any Resource Area as defined under the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40) and its implementing regulations (310 CMR

10.00). MassDOT Highway Operations shall be responsible for the clearing of snow and ice on the off-ramp, through lane and on-ramp.

(A) Snow and Ice Removal. Snow operations at the Service Plaza shall commence prior to snow accumulation reaching 1.5 inches. The Concessionaire shall use all reasonable efforts, taking into account the strength and conditions of each individual storm, to prevent excessive snow accumulation in those areas within its responsibility. The removal of any snow accumulation shall be completed within nine (9) hours after the end of the storm. The Concessionaire shall prepare and maintain timely and accurate documentation showing that ice control measures of sanding/salting were taken to prevent ice accumulation along pedestrian sidewalks during and for each individual storm. Special attention must be given to standing water conditions that could develop into hazardous icing conditions.

(B) Ice Melt Removal. All areas including landings, ramps, stairwells, fire exits, steps, entrances, patios, picnic areas, walkways, paved areas and concrete areas shall be cleaned of excessive sand and salt from winter operations at least weekly, and more often as needed or appropriate based on snow control activities.

2.9 Security and Surveillance.

(A) Surveillance and Security Systems. Surveillance and security systems shall function as intended, and be free of hazards, damage, and deficiency. All electrical communications and data transmission lines, cables, and installations shall be fully operational in compliance with Applicable Law. Without limiting the foregoing, a Fail rating shall be justified if any camera or security component is inoperable, damaged, or hazardous.

(B) Emergency Exit Doors and Pathways. Emergency exit doors and pathways shall be maintained in a clear, unobstructed, and unhindered condition at all times and in accordance with Applicable Law. Without limiting the foregoing, a Fail rating shall be justified if any emergency exit or egress path is blocked, locked, or obstructed.

(C) Fire Safety Systems. Fire safety systems, including building alarm systems, emergency lighting, exit signs, and fixed and portable fire extinguishing equipment, shall be operational and maintained in accordance with Applicable Law, and shall be free of hazard, damage, and deficiency, except for normal wear and tear. All emergency lighting and exit sign power sources (including batteries and generators) shall be operational at all times. Logs and procedures shall be maintained on site to document all fire safety systems maintenance and related activities. All facilities within each Service Plaza shall have established and posted evacuation routes. Hydrants, sprinklers and hoses shall be maintained at proper operating pressure and capacity, and shall be tested in accordance with Applicable Law. Fire extinguishing equipment shall be inspected monthly, and records of such inspections shall be maintained in accordance with Applicable Law.

(D) Medical Prevention and Attention Systems. All first aid kits and equipment, including defibrillators, shall be fully stocked, in proper working order, free of hazards, damage, and deficiency, and shall function as intended. Without limiting

the foregoing, a Fail rating shall be justified if a first-aid kit is unstocked or an AED is missing, expired, or non-functional.

2.10 ATM/Carts/Kiosks/Racks/Vending/Tourism.

(A) ATMs, Carts, Kiosks, and Racks. ATMs, carts, kiosks, racks shall be in proper working order and be maintained, provided that the Concessionaire is not responsible for outages that are directly attributable to any MassDOT-provided communication system deficiencies. This Compliance Item does not apply to any food, beverage or other self-serve vending machines operated by a person that is not a Concessionaire Person. Without limiting the foregoing, a Fail rating shall be justified if any in-scope ATM, cart, kiosk or rack is broken, out of service, or damaged.

(B) Vending Facilities. Vending facilities under the control of the Concessionaire shall display a decal or other prominent sign clearly informing customers how to obtain reimbursement in the event of machine malfunction. Such vending facilities shall be kept clean, in proper working order, and reasonably stocked. This Compliance Item does not apply to any food, beverage or other self-serve vending machines operated by a person that is not a Concessionaire Person. Without limiting the foregoing, a Fail rating shall be justified if an in-scope vending machine is dirty, broken, understocked, or missing the reimbursement decal.

(C) Tourism. Tourism areas shall be maintained in a clean and orderly condition. All brochure racks, counters, and displays areas shall be neatly organized and in proper working order. Without limiting the foregoing, a Fail rating shall be justified if the tourism area is dirty, disorganized, or has broken or empty racks or displays.

2.11 Food and Beverage Operations.

(A) Kitchen and Food Area Related Systems and Equipment. All grease traps shall be maintained at all times in accordance with Applicable Law, manufacturer's requirements, and at sufficient capacity to prevent migration of grease. Without limiting the foregoing, a Fail rating shall be justified if a kitchen grease trap is overdue for service or grease migration is evident.

(B) Grease Hoods / Ductwork / Roof Top Exhaust Fans. Such elements shall be maintained in accordance with Applicable Law and manufacturer's requirements to reduce the level of grease build-up. Without limiting the foregoing, a Fail rating shall be justified if hoods, ductwork or exhaust fans show heavy grease build-up or are overdue for cleaning.

(C) Refrigeration / Freezers / Thermometers. All refrigeration and freezer units shall be in proper working order and shall maintain proper temperatures in accordance with Applicable Law at all times. Internal thermometers shall be available in all refrigerated and freezer storage areas and in any secondary holding equipment. Without limiting the foregoing, a Fail rating shall be justified if any unit is out of safe temperature range or lacks a working internal thermometer.

(D) Convenience Stores (C-Stores). All displays shall be neat and confined to display racks or shelving so as to maintain proper aisle widths for egress and circulation. There shall be no unsightly displays of products at C-Store exteriors. Self-service beverage counters or equipment (if any) shall be kept clean, orderly, and sufficiently stocked. Any products that are not in individually sealed packaging (e.g., donuts / bulk candy) shall be properly protected and/or covered. Serving utensils and bags shall be provided for customer use in accessing and storing such products. All display shelving shall be sturdy, safe, and placed in a manner so as to allow proper egress and circulation in aisles. All display refrigeration and freezer units shall be in proper working order and shall maintain proper temperatures. Any cream or milk available for self-service shall be kept at the proper temperature. Any self-service coffee or other beverage equipment shall dispense product at proper temperatures in accordance with Applicable Law. Without limiting the foregoing, a Fail rating shall be justified if aisles are obstructed, unsealed products are uncovered, shelving is unsafe, or any refrigerated product is out of temperature (above 40 degrees Fahrenheit).

(E) Massachusetts Department of Public Health Standards. Food and beverage operations at each quick service restaurant shall comply with Massachusetts Department of Public Health guidelines, and other Applicable Law. Without limiting the foregoing, a Fail rating shall be justified if there is any open MA DPH/health-code violation.

(F) Food and Beverage Operations Manual. Food and beverage operations at each of the quick service restaurants shall comply with the applicable operations manual guidelines established for such operation concerning freshness and quality. Without limiting the foregoing, a Fail rating shall be justified if any products fail the operations-manual freshness/quality standard (e.g., stale/expired items offered for sale).

2.12 Fuel and Alternative Energy Operations.

(A) Fuel Stations Open. Fuel stations shall be open 24/7/365, in accordance with Section 8.16 of the Lease, except for scheduled maintenance and other closures approved by MassDOT. At least 75% of the fuel pumps shall be operational at all times and capable of supplying Fuel.

(B) Vehicle Maintenance. Fuel stations shall provide an adequate supply of window washing equipment, washing fluid, and towels for checking motor oil. Air gauges and air machines shall be available and operational at all times in accordance with Section 8.16 of the Lease. Without limiting the foregoing, a Fail rating shall be justified if more than one washer station is empty or missing or if the air machine/gauge is inoperable.

(C) Fuel Service Equipment Maintenance. All Fuel Service Equipment shall be maintained in accordance with the Contract Standards throughout the Lease Term. The Concessionaire shall implement a comprehensive preventative maintenance program for all Fuel Service Equipment. The Concessionaire shall test the operation of all Fuel Service Equipment not less frequently than required by Applicable Law

and Good Industry Practice, including the requirements in the MassDEP Underground Storage Tank (UST) Program and the Massachusetts Comprehensive Fire Safety Code (527 CMR 1.00).

2.13 Personnel.

(A) On Site Manager Available On-Site 24 / 7 / 365. A qualified on-site manager shall be available at all times at each Service Plaza in accordance with Section 8.7 of the Lease. Without limiting the foregoing, a Fail rating shall be justified if no on-site manager is available/identifiable at the time of inspection.

(B) Response to Emergency Situations. The Concessionaire's response to emergency situations shall be in accordance with Applicable Law, and Safety and Security Plans under Section 8.2(D) of the Lease. Without limiting the foregoing, a Fail rating shall be justified if written emergency-response procedures are absent, or if a recent emergency was handled outside the required procedures.

(C) Uniforms. All Concessionaire personnel shall wear proper uniforms that are easily distinguishable and in accordance with the activity being performed and shall be neatly worn. Without limiting the foregoing, a Fail rating shall be justified if three or more members of the Concessionaire's staff are out of uniform, not distinguishable, or their uniforms are untidy/inappropriate.

2.14 Drainage, Sewerage and Water Systems.

(A) Erosion and Sediment Control and Storm Water Drainage Systems. Erosion and sediment control and storm water drainage systems, including ponds, streams, and other discharge areas, shall function as intended, free of obstruction and be maintained in accordance with the Contract Standards, all applicable permits and Applicable Law. All pollution control installations shall be inspected, serviced, and kept in proper working order, and any deficiency, blockage, erosion, or discharge exceedance shall be corrected promptly upon discovery. Stormwater basin sumps and forebays shall be inspected on a regular basis and shall be vacuumed and cleaned out before accumulated sediment or debris reaches pipe outflow elevations, and in no event shall accumulation be permitted to impair design capacity or discharge quality. Applicable stormwater basin sumps shall be vacuumed out prior to accumulation levels reaching pipe outflow elevations. Outflows shall be monitored in accordance with Applicable Law. Records of all inspections, maintenance, cleanouts, and monitoring results shall be maintained and made available to MassDOT upon request.

(B) Stormwater. The Concessionaire shall be aware of and fully comply with "Stormwater Requirements" including Applicable Law related to drainage design including the requirements of the 2003 National Pollutant Discharge Elimination System ("NPDES") General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewers (MS4) and the anticipated [2026] Administrative Order on Consent (AOC) between EPA and MassDOT, the terms of which: (i) integrate certain requirements from the 2016 NPDES MS4 permits; and (ii) are not yet final, but will be final before execution of any lease at service plazas.

The Concessionaire shall, at a minimum, comply with the following requirements:

Stormwater Management System Mapping

Provide a map of the stormwater management system within the leased area, including, but not limited to:

- Stormwater discharge points (e.g., outfalls, swale ends, etc.)
- Incoming or outgoing interconnections to the leased area's drainage system
- Drainage inlets
- Conveyances (e.g., piping, drainage swales)
- Drainage manholes
- Stormwater control measures (SCMs) (e.g., surface/subsurface basins, water quality treatment devices)
- Catchment delineations to outfalls draining the leased area

The map shall denote type and material of these assets as well as provide a numbering system for the inlets and stormwater control measures, at a minimum.

Operations and Maintenance

The Concessionaire shall inspect all inlets within the leased area quarterly and clean each inlet based on the results of the inspection. Inspection results shall include:

- Inlet numbering (based on Stormwater Management System Mapping)
- Grate clogged
- Overall Condition
- Sediment level before cleaning (e.g., sump less than half full, sump half full, sump full, structure completely full)
- Signs of contamination (i.e., signs of non-stormwater input)
    - If signs of contamination are found the Concessionaire shall report this to the MassDOT Stormwater Unit at the email address listed in the annual reporting section of these requirements within 30 days of identification.
- Date of the last rain
- Inspector name/affiliation
- Inspection date
- Photo documentation of inlet on date of inspection

An inlet requires cleaning when the inspection results indicate that the sump of the structure is 50% or more full.

The Concessionaire shall inspect any SCMs (e.g., surface/subsurface basins, water quality treatment devices) on an annual basis to ensure that the stormwater control measure is functioning as intended. The inspection should include information on:

- SCM numbering (based on Stormwater Management System Mapping)
- Overall Condition

- Debris, sediment and erosion levels
- Trash accumulation
- If structures need repair/rebuilding/replacing
- Vegetation health
- Presence of nuisance woody vegetation
- Presence of standing water
- Date of the last rain
- Inspector name/affiliation
- Inspection date
- Photo documentation of SCM on date of inspection

The Concessionaire shall perform and document annual routine maintenance measures for SCMs such as mowing, sediment and trash removal, and other regular maintenance necessary to ensure functionality of the SCM.

The Concessionaire shall perform and document non-routine maintenance for SCMs, as a result of inspection results.

Annual Reporting

The Concessionaire shall submit a report annually to MassDOT's Stormwater Unit by January 30th of each year for the duration of the Term. The annual report shall contain information regarding activities of the previous calendar year and at a minimum, include the following:

- Map of the stormwater drainage system, including any changes since the previous annual report's stormwater drainage system map
- Inlet and SCM inspection records
- Summary of inlet and SCM maintenance actions

Reports shall be submitted to MassDOT's Stormwater Unit and can be submitted to the following address:

Massachusetts Department of Transportation Highway Division
Environmental Services
10 Park Plaza, Rm 7360
Boston, MA 02116
MassDOTEnvironmental@dot.state.ma.us

(C) Septic Systems, Sewage Pumping Stations. The Concessionaire shall respond immediately to any sewage breakouts emanating from the distribution system. Systems shall function as intended and be properly maintained. The Concessionaire shall perform all required inspection, monitoring, service and testing in accordance with manufacturers' requirements and shall undertake all necessary corrective actions in response to any failed testing. Without limiting the foregoing, a Fail rating shall be justified if drains or catch basins are clogged, if there is standing water or ponding or backup on site, if there is any active sewage breakout or backup,

if any inspection or testing is overdue, or if appropriate corrections have not been made in response to a failed test.

(D) Potable Water Wells. Systems shall function as intended and be properly maintained. The Concessionaire shall perform all required testing, inspection, monitoring, or service in accordance with manufacturers' requirements and shall undertake all necessary corrective actions in response to any failure of potability testing. Without limiting the foregoing, a Fail rating shall be justified if potability testing is overdue, a failed potability result is uncorrected, or if the system is not functioning.

2.15 Customer Questions and Complaints

Within 30 days following the Commencement Date, the Concessionaire must establish and submit to MassDOT for conformance Review and verification the Concessionaire's procedures for inviting, receiving, logging, responding to, and reporting to MassDOT customer comments, questions and complaints regarding all aspects of the Service Plazas and the O&M Services. Such procedures must include user-friendly iOS and Android applications and one or more mobile-friendly websites. The Concessionaire shall respond to customer questions and complaints within 72 hours of receipt.

Within the first 10 days of each month during the Term, the Concessionaire must submit to MassDOT a report summarizing communications the Concessionaire received from customers and the Concessionaire's responses to such communications during the prior month. The Concessionaire must preserve copies of such communications for at least 7 years and must provide copies of such communications to MassDOT promptly upon MassDOT's request.

Without limiting the foregoing, a Fail rating shall be justified for any month:

a) in which the Concessionaire receives more than 5 complaints for the same issue at a single Service Plaza;

b) in which the Concessionaire receives more than 15 complaints for the same issue across all Service Plazas;

c) in which there is more than a 100% increase in the number of complaints for all Service Plazas compared to the average number of complaints for all Service Plazas over the prior 3 months;

d) for which MassDOT determines, acting reasonably, the severity of customer complaints exceeds what is acceptable pursuant to Good Industry Practice;

e) in which the Concessionaire fails to respond to more than 10 customer questions and/or complaints within 72 hours across all Service Plazas;

f) in which the Concessionaire fails to respond to more than 5 customer questions and/or complaints within 144 hours across all Service Plazas; or

g) for which the Concessionaire fails to satisfy its reporting or disclosure obligations to MassDOT in respect of customer communications.

2.16 Local Vendor Requirement

The Concessionaire shall satisfy the Local Vendor Requirement at each Service Plaza in accordance with Section 8.9 of the Lease and the applicable Local Vendor Plan required by Section 8.2(G) of the Lease.

Without limiting the foregoing, a Fail rating shall be justified if:

a) the Designated Local Retail Area at any Service Plaza measures less than the minimum required by the Lease, or is relocated, reconfigured, or reduced without MassDOT's prior written consent;

b) less than seventy-five percent (75%) of the display shelving, fixtures, or refrigeration units within the Designated Local Retail Area contain Locally Sourced Products available for sale, or any shelf, fixture, or refrigeration unit is empty for more than seventy-two (72) hours;

c) signage identifying the Designated Local Retail Area is missing, damaged, illegible, or otherwise not in compliance with the applicable Local Vendor Plan; or

d) the Concessionaire fails to submit the annual report required by Section 8.9(C) of the Lease by May 1 of the applicable Lease Year, or the report omits any of the information required by Section 8.9(C) of the Lease.

3. COMPLIANCE MONITORING AND ENFORCEMENT

3.1 MassDOT Inspections.

MassDOT may conduct inspections, including follow-up inspections, of each Service Plaza at such times and frequency as MassDOT determines in its discretion. MassDOT may assess each applicable Compliance Item on the Inspection Checklist during each inspection, or MassDOT may choose to assess some Compliance Items and not others. If MassDOT assesses a Compliance Item to fail to meet the Contract Standards, the Concessionaire shall pay MassDOT liquidated damages in accordance with this Appendix F, including Table 1, to compensate MassDOT for the Concessionaire's failure to meet Contract Standards as reflected by a fail rating. MassDOT reserves the right to assign a pass rating to a Compliance Item while simultaneously requesting a Corrective Action Plan for said item.

(A) MassDOT shall provide the completed Inspection Checklist to the Concessionaire promptly following the inspection. The Concessionaire shall acknowledge receipt and upload the completed Checklist to the Inspection Data Platform within five (5) Business Days of receipt. Where requested by MassDOT, the Concessionaire shall participate in a review of the findings.

(B) In the event of any discrepancy between the Concessionaire's self-inspection results and the findings of a MassDOT inspection, MassDOT's Inspection Checklist shall control for all purposes under this Lease. MassDOT may consider

the Concessionaire's self-inspection data in evaluating the Concessionaire's diligence (or lack thereof) in identifying and curing non-compliance.

3.2 **Liquidated Damages**. The Concessionaire shall be subject to liquidated damages in accordance with Table 1 below for any failure of a listed Compliance Item to satisfy any Contract Standard(s), including the O&M Performance Standards. Each Compliance Item is regarded as a whole and per inspection – for example, Compliance Item 1 will fail once per inspection whether the condition of pavement fails to comply with Contract Standards due to one crack, or five cracks, or one crack and damage to a curb and an island nose approach. Incremental liquidated damages shall accrue for failures to remedy the failure to the specific occurrence within the remedy timeframes identified (30 Days, 60 Days, and every 30 thereafter in case of Compliance Item 1). However, a subsequent inspection that reveals new cracks or new curb damage will trigger a new failure with new liquidated damages and remedy periods.

Any single condition shall trigger no more than one Compliance Item - for example, a damaged exhaust vent may trigger liquidated damages for Compliance Item 23 (Ventilation and Exhaust) or Compliance Item 24 (Mechanical Systems/HVAC), but not both. Where a condition triggers a breach of Contract Standards for more than one Compliance Item, MassDOT has discretion as to which Compliance Item shall apply.

Each column ((A) – (E)) in Table 1 identifies distinct liquidated damages amounts for failures of Compliance Items to meet the Contract Standards. Taking Compliance Item 1 as an example, the Concessionaire will be subject to $500 in liquidated damages if MassDOT determines the condition of the pavement at a Service Plaza fails to comply with the Contract Standards, and an additional $1,500 if the Concessionaire fails to remedy the pavement deficiency within 30 days of MassDOT's notice of the initial deficiency. This example implicates two (2) separate failures of a Compliance Item to meet the Contract Standards.

The purpose of the O&M Performance Standards and other Contract Standards pertaining to O&M Services is to provide MassDOT and travelers in Massachusetts with best-in-class services and facilities. MassDOT shall have discretion to determine whether Compliance Items meet the Contract Standards. MassDOT may consider the materiality of any failure of Compliance Items to meet Contract Standards based on whether a noncompliance impacts or is apparent to anyone working at or using a Service Plaza. A noncompliance need not impact or be apparent to any specific percentage of workers or travelers to be material. The Concessionaire may resort to the Dispute Resolution Procedures (Article 19 of the Lease) if the Concessionaire believes MassDOT has abused its discretion in determining Compliance Items have failed to meet the Contract Standards.

Table 1 – Liquidated Damages for Compliance Items Failing to Meet Contract Standards

No.	**Compliance Item Failing to Meet Contract Standards**	**(A) Liquidated Damages Per Failure to Meet Performance Standard/ Contract Standard**	**(B) Liquidated Damages for Failure to Remedy Specific Occurrence Within 24 Hours Following Failure Report**	**(C) Liquidated Damages for Failure to Remedy Specific Occurrence within 15 Days Following Failure Report**	**(D) Liquidated Damages for Failure to Remedy Specific Occurrence within 30 Days Following Failure Report**	**(E) Liquidated Damages for Failure to Remedy Specific Occurrence within 60 Days Following Failure Report, with Such Liquidated Damages to Recur and Be Assessed Every 30 Days Thereafter Until Remedy is Completed**
	Parking Lot/Roadway Conditions					
1.	Pavement Condition fails to meet Contract Standards, including Section 2.1(a)	$500	N/A	N/A	$1,000	$2,500
2.	Lighting fails to meet Contract Standards, including Section 2.1(b)	$500	N/A	N/A	$1,000	$2,500

3.	Parking Lot Striping fails to meet Contract Standards, including Section 2.1(c)	$500	N/A	N/A	$1,000	$2,500
4.	Curbs, Sidewalks, or Posts fail to meet Contract Standards, including Section 2.1(d)	$500	N/A	N/A	$1,000	$2,500
5.	Signage or Advertising fail to meet Contract Standards, including Section 2.1(e)	$500	N/A	N/A	$1,000	$2,500
	Grounds Landscaping					
6.	Grass Areas or Edging fail to meet Contract Standards, including Section 2.2(a)	$500	N/A	$1,500	$2,000	$3,000
7.	Trees, shrubs, hedges, flower beds or mulch fail to meet Contract Standards, including Section 2.2(b)	$500	N/A	$1,500	$2,000	$3,000
8.	Presence of litter or debris in violation of Contract Standards, including Section 2.2(c)	$500	$1,000	$1,500	$2,000	$3,000
9.	Trash or recycling receptacles fail to meet Contract Standards, including Section 2.2(d)	$500	$1,000	$1,500	$2,000	$3,000
10.	Fencing fails to meet Contract Standards, including Section 2.2(e)	$500	N/A	$1,000	$1,500	$2,000
11.	Picnic or pet areas fail to meet Contract Standards, including Section 2.2(f)	$500	$500	$1,000	$1,000	$1,000
12.	Lighting fails to meet Contract Standards, including Section 2.2(g)	$500	N/A	$1,500	$2,000	$3,000

13.	Flags or flag poles fail to meet Contract Standards, including Section 2.2 (h)	$500	N/A	$750	$750	$750
14.	Pest Control fails to meet Contract Standards, including Section 2.2(i)	$500	$1,000	$1,500	$1,500	$1,500
	Restrooms (Female)					
15.	Lighting fails to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
16.	Floor Drainage or Waste Receptacles fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
17.	Toilets fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
18.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
19.	Counters, Sinks, Faucets or Mirrors fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
20.	Dispensers (towel, soap, or disinfectant) fail to meet Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
21.	Hand Dryers fail to meet Contract Standards	$750	N/A	$1,500	$3,000	$4,000
22.	Trash Receptacle fails to meet Contract Standards	$750	$1,500	$2,000	$3,000	$4,000
23.	Presence of Foul Odor in violation of Contract Standards	$750	$1,500	$2,000	$3,000	$4,000

24.	Condition of Changing Table fails to meet Contract Standards	$750	N/A	$1,500	$3,000	$4,000
	Restrooms (Male)					
25.	Lighting fails to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
26.	Floor, Drainage or Waste Receptacles fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
27.	Toilets or Urinals fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
28.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
29.	Counters, Sinks, Faucets or Mirrors fail to meet Contract Standards, including Section 2.3(d)	$500	N/A	$1,500	$3,000	$4,000
30.	Dispensers (towel, soap, or disinfectant) fail to meet Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
31.	Hand Dryers fail to meet Contract Standards	$750	N/A	$1,500	$3,000	$4,000
32.	Trash Receptacles fail to meet Contract Standards	$750	$1,500	$2,000	$3,000	$4,000
33.	Presence of Foul Odor in violation of Contract Standards	$750	$1,500	$2,000	$3,000	$4,000

34.	Condition of Changing Table fails to meet Contract Standards	$750	N/A	$1,500	$3,000	$4,000
	Family Restrooms					
35.	Lighting fails to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
36.	Floors fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
37.	Toilets or Urinals fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
38.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
39.	Counters, Sinks, Faucets or Mirrors fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
40.	Dispensers (towel, soap, or disinfectant) fail to meet Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
41.	Hand Dryers fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
42.	Trash Receptacles fail to meet Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
43.	Presence of Foul Odor in violation of Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
44.	Condition of Changing Table fails to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000

	Truckers Lounge Restrooms and Showers					
45.	Lighting fails to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
46.	Floors fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
47.	Toilets or Urinals fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
48.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
49.	Counters, Sinks, Faucets, Showers or Mirrors fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
50.	Dispensers (towel, soap, and disinfectant) fail to meet Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
51.	Hand Dryers fail to meet Contract Standards	$500	N/A	$1,500	$3,000	$4,000
52.	Trash Receptacle fail to meet Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
53.	Presence of Foul Odor in violation of Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
	Buildings/Structures (External)					

54.	Roof, Siding, Trim, Railing or Decorations fails to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000
55.	Windows fail to meet Contract Standards for Cleanliness/Maintenance	$500	$500	$1,000	$2,000	$3,000
56.	Doors fails to meet Contract Standards for Cleanliness/Maintenance	$500	$500	$1,000	$2,000	$3,000
57.	Signage fails to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000
58.	Trash and Rubbish Area fails to meet Contract Standards	$500	$500	$1,000	$2,000	$3,000
59.	External Grease Trap fails to meet Contract Standards	$500	$500	$2,000	$2,000	$2,000
	Building and Structures (Internal)					
60.	Doors fails to meet Contract Standards for Cleanliness/Maintenance	$500	$500	$1,500	$2,000	$2,000
61.	Tables, Benches, Seats, or Decorations fail to meet Contract Standards	$500	N/A	$1,500	$2,000	$2,000
62.	Walls, Glass, Finishes, Trim, Railings or Interior Doors fail to meet Contract Standards	$500	N/A	$1,500	$2,000	$2,000
63.	Emergency Doors fail to meet Contract Standards	$1,000	N/A	$2,000	$3,000	$4,000
64.	Floors and Finishes fail to meet Contract Standards for Cleanliness/Maintenance	$500	$500	$1,000	$1,500	$2,000

65.	Ceiling, Accessories or Music fail to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000
66.	Presence of Gum, Graffiti or Vandalism in violation of Contract Standards	$500	$500	$2,000	$2,000	$2,000
67.	Trash Receptacles fail to meet Contract Standards	$500	$500	$2,000	$2,000	$2,000
68.	Pest Control fails to meet Contract Standards	$750	$1,000	$2,000	$2,000	$2,000
69.	Janitorial Areas/Items fail to meet Contract Standards	$750	$500	$2,000	$2,000	$2,000
70.	Signage or Advertising fails to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000
71.	Ventilation or Exhaust fail to meet Contract Standards	$750	N/A	$1,500	$2,000	$2,500
72.	Mechanical Systems/HVAC fail to meet Contract Standards	$750	N/A	$1,500	$2,000	$2,500
73.	Plumbing Fixtures/Water Fountains fail to meet Contract Standards	$750	N/A	$1,500	$2,000	$2,500
74.	Electrical Systems fail to meet Contract Standards	$750	N/A	$1,500	$2,000	$2,500
	Personnel					
75.	On-site Manager fails to meet Contract Standards	$500	$1,000	$2,000	$2,500	$3,000
76.	Response to Emergency Situation fails to meet Contract Standards	$1,000	N/A	N/A	N/A	N/A

77.	Uniforms fail to meet Contract Standards	$500	$500	$500	$750	$1,000
	Security/Surveillance					
78.	Surveillance and Security Systems fail to meet Contract Standards	$2,000	N/A	$3,000	$6,000	$6,000
79.	Emergency Exit Doors or Pathways fail to meet Contract Standards	$2,000	$2,500	$3,000	$4,000	$6,000
80.	Fire Safety System fails to meet Contract Standards	$2,000	N/A	$4,000	$8,000	$10,000
81.	Medical Prevention and Attention System fails to meet Contract Standards	$2,000	N/A	$3,000	$4,000	$6,000
	ATM/Carts/Kiosks/Tourism					
82.	ATMs, Carts, Kiosk, or Racks fail to meet Contract Standards	$500	N/A	$750	$1,000	$2,000
83.	Vending Facilities fail to meet Contract Standards	$500	N/A	$750	$1,000	$2,000
84.	Tourism Setup fails to meet Contract Standards	$500	N/A	$750	$1,000	$2,000
	Food and Beverage					
85.	Kitchen or Food Area Systems or Equipment fail to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000

86.	Grease, Hoods, Ductwork, or Roof Top Exhaust Fan fail to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000
87.	Refrigeration, Freezer, or Thermometers fail to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000
88.	Convenience Store fails to meet Contract Standards	$500	N/A	$2,000	$3,000	$4,000
	Snow and Ice					
89.	Parking Area fails to meet Contract Standards	$1,000	$2,000	$2,000	$2,000	$2,000
90.	Walkways fail to meet Contract Standards	$1,000	$2,000	$2,000	$2,000	$2,000
91.	EV Charging Area fails to meet Contract Standards	$1,000	$2,000	$2,000	$2,000	$2,000
92.	Fueling Area fails to meet Contract Standards	$1,000	$2,000	$2,000	$2,000	$2,000
	Drainage, Sewage, and Water Systems					
93.	Stormwater System or related documentation or reporting fail to meet Contract Standards	$500	N/A	$750	$1,000	$2,000
94.	Septic System fails to meet Contract Standards	$500	N/A	$1,500	$2,000	$3,000
95.	Potable Water Well fails to meet Contract Standards	$500	N/A	$750	$1,000	$2,000

	Customer Communications					
96.	Failure to comply with Contract Standards in respect of customer questions and complaints or reporting to MassDOT regarding customer communications	$750	N/A	N/A	N/A	N/A
	Fuel Operations					
97.	Less than 75% of Fuel Pumps Open and Operational.	$1,000	$2,000	$3,000	$4,000	$5,000
98.	Insufficient Vehicle Maintenance (Customer Service Items) in violation of Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
99.	Lack of Posted Fuel Pricing in violation of Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
100.	Unclean Conditions in violation of Contract Standards	$500	$1,500	$2,000	$3,000	$4,000
	Electric Vehicle Charging					
101.	Average Charger Uptime for a Charging Port in a Month less than 97% and equal to or greater than 90%	$12,500	N/A	N/A	N/A	N/A
102.	Average Charger Uptime for a Charging Port in a Month less than 90% and equal to or greater than 80%	$17,500	N/A	N/A	N/A	N/A
103.	Average Charger Uptime for a Charging Port in a Month less than 80% and equal to or greater than 60%	$20,000	N/A	N/A	N/A	N/A

104.	Average Charger Uptime for a Charging Port in a Month less than 60%	$25,000	N/A	N/A	N/A	N/A
105.	Average Charger Uptime for a Charging Port during a Peak Day less than 97% and equal to or greater than 90%	$850	N/A	N/A	N/A	N/A
106.	Average Charger Uptime for a Charging Port during a Peak Day less than 90% and equal to or greater than 80%	$1,200	N/A	N/A	N/A	N/A
107.	Average Charger Uptime for a Charging Port during a Peak Day less than 80% and equal to or greater than 60%	$1,350	N/A	N/A	N/A	N/A
108.	Average Charger Uptime for a Charging Port during a Peak Day less than 60%	$1,650	N/A	N/A	N/A	N/A
109.	Unclean Conditions in violation of Contract Standards	$500	$1,000	$2,000	$3,000	$4,000
110.	Inadequate Striping in violation of Contract Standards	$500	N/A	$1,000	$1,500	$2,000
111.	Signage fails to meet Contract Standards	$500	N/A	$1,000	$1,500	$2,000
	Reservation System					
112.	Less than 95% Accuracy per Day	$1,000	N/A	N/A	N/A	N/A

	Asset Management Requirements					
113.	Failure to comply with all ongoing obligations under Section 4.2 and Section 4.3 of this Appendix F – including maintaining accurate and digital records, submitting required updates to MassDOT, and maintaining MassDOT's unrestricted access to the Inspection Data Platform and the Service Plaza IT Environment	$4,000	N/A	$5,000	$7,500	$10,000
	Local Vendor Requirement					
114.	Designated Local Retail Area fails to meet Contract Standards in respect of square footage	$1,000	N/A	N/A	N/A	$5,000
115.	Stocking of Designated Local Retail Area fails to meet Contract Standards in respect of signage, stocked shelves or otherwise	$750	N/A	$1,500	$2,000	$3,000
116.	Annual Reporting on the Local Vendor Requirement fails to meet Contract Standards	$4,000	N/A	N/A	N/A	N/A
	Service Plaza Probation					
117.	Service Plaza on probation for more than 60 Days	$10,000	N/A	N/A	N/A	N/A
118.	Service Plaza on probation for more than 90 Days	$20,000	N/A	N/A	N/A	N/A

119.	Service Plaza on probation for more than 120 Days	$30,000	N/A	N/A	N/A	N/A
120.	Service Plaza on probation for more than 150 Days – and for each subsequent 30-Day increment, beginning with 180 Days, then 210 Days, etc.	$40,000	N/A	N/A	N/A	N/A

3.3 Probation

In addition to liquidated damages applicable to Compliance Items 1–116, a Service Plaza shall be on "Probation" and subject to liquidated damages pursuant to Compliance Items 117–120 if:

(A) The Service Plaza is subject to liquidated damages pursuant to Compliance Items 1-113 in excess of $35,000 associated with failures to meet Contract Standards over the course of a Month (with such amount escalating annually effective January 1 by the greater of 3% or the CPI); or

(B) MassDOT determines the Service Plaza had more than twelve (12) failures to comply with Contract Standards during a Month.

A Service Plaza shall cease to be on Probation upon the occurrence of a Month in which neither (a) nor (b) above applies.

Updated Maintenance and Operations Schedule. At any time that a Service Plaza is on Probation, the Concessionaire shall, in addition to any required Corrective Action Plan, submit an updated maintenance and operations schedule for the applicable Service Plaza for MassDOT's review and approval. Notwithstanding the foregoing, the Concessionaire shall also promptly submit an updated maintenance and operations schedule upon request by MassDOT in the event of persistent non-compliance with any O&M Performance Standard or other Contract Standard regardless of whether the Service Plaza is on Probation.

Event of Default. Without limiting MassDOT's rights under the Lease, Service Plazas being on Probation and the accumulation of liquidated damages are Events of Default as defined in and subject to Section 20.2(A) of the Lease.

3.4 Escalation & Liquidated Damages Payment Procedures

All liquidated damages set forth in this Appendix F shall escalate annually effective on January 1 by the greater of three percent (3%) or the CPI. Liquidated damages shall constitute Additional Rent and shall be payable in accordance with Section 4.2 and Section 20.1(D) of the Lease.

All liquidated damages assessed under this Appendix F shall count toward the aggregate of liquidated damages for purposes of Section 20.2(A)(11) of the Lease.

3.5 Cure by MassDOT

Without limiting MassDOT's rights and remedies under the Lease, including Article 20, MassDOT may cure any non-compliance, using MassDOT personnel or a third-party contractor. The Concessionaire shall reimburse MassDOT for all reasonable costs incurred in connection with such cure, in addition to any liquidated damages assessed. MassDOT shall provide the Concessionaire with an invoice for any such costs, which shall constitute Additional Rent and shall be payable in accordance with Section 4.2 of the Lease.

3.6 Corrective Action Plans.

(A) Corrective Action Notice. If a Service Plaza is on Probation, MassDOT shall have discretion to issue a written notice to the Concessionaire (a "Corrective Action Notice") identifying the applicable Service Plaza and the non-compliance giving rise to the Probation.

(B) Submission of Corrective Action Plan. Within ten (10) Business Days of receipt of a Corrective Action Notice, the Concessionaire shall submit to MassDOT a written corrective action plan (a "Corrective Action Plan") to cure the non-compliance and improve performance at the applicable Service Plaza. The Corrective Action Plan shall set forth a detailed work plan, including:

a. the steps being or to be taken by the Concessionaire to investigate and identify the cause(s) of each non-compliance and, where applicable, to rectify and prevent reoccurrence;

b. the specific tasks to be undertaken to cure such non-compliance, the resources to be dedicated to each task, and the timeframe for completion of each task, not to exceed thirty (30) days from MassDOT's approval of the Corrective Action Plan, except as such period may be extended in MassDOT's discretion;

c. any interim measures or temporary corrective actions to be implemented by the Concessionaire to mitigate the impact of the non-compliance pending completion of permanent corrective action;

d. an updated maintenance and operations schedule for the applicable Service Plaza; and

e. the form, content, and frequency of progress reports to be provided to MassDOT regarding the Concessionaire's implementation of the Corrective Action Plan.

(C) MassDOT Review. MassDOT shall review each Corrective Action Plan and shall notify the Concessionaire whether such Corrective Action Plan is accepted or rejected within ten (10) Business Days of receipt. If MassDOT rejects a Corrective Action Plan, MassDOT shall provide the Concessionaire with the basis for such rejection. The Concessionaire shall submit a revised Corrective Action Plan addressing MassDOT's concerns within ten (10) Business Days of receipt of MassDOT's rejection notice.

(D) Implementation. If the Corrective Action Plan is accepted by MassDOT, the Concessionaire shall (i) implement the Corrective Action Plan in accordance with its terms; (ii) diligently pursue the cure of each non-compliance identified therein; and (iii) provide progress reports to MassDOT in accordance with the Corrective Action Plan. The Concessionaire shall meet the deadlines and cure the non-compliance as set forth in the accepted Corrective Action Plan unless otherwise agreed by MassDOT. The Concessionaire shall meet with MassDOT relating to the Corrective Action Plan at MassDOT's request. The acceptance of a Corrective Action Plan shall not relieve the Concessionaire of any of its obligations under the Lease unless MassDOT otherwise agrees in a Change Order or Amendment.

(E) Failure to Submit Acceptable Corrective Action Plan. If the Concessionaire fails to submit a Corrective Action Plan within the period specified in Section 3.6(B) of this Appendix F, or if the Concessionaire fails to submit a revised Corrective Action Plan that is acceptable to MassDOT, acting reasonably, within the period specified in Section 3.6(C) of this Appendix F, then the Service Plaza that is the subject of MassDOT's Corrective Action Notice shall be and remain on Probation and MassDOT may exercise any rights or remedies available under the Lease, including under Article 20.

(F) Failure to Cure. If the non-compliance is not cured by the date set forth in the accepted Corrective Action Plan, the Service Plaza shall remain on Probation and MassDOT may proceed in accordance with Section 3.6 of this Appendix F and exercise any rights or remedies available under the Lease, including under Article 20.

(G) Extension of Cure Period. If the Concessionaire wishes to request an extension of the cure period set forth in the accepted Corrective Action Plan, the Concessionaire shall provide MassDOT with (i) the reasons for the requested extension and any proposed revisions to the Corrective Action Plan; and (ii) evidence that the Concessionaire has diligently pursued, and is continuing to diligently pursue, the corrective actions set forth in the Corrective Action Plan. MassDOT shall have discretion to decide whether to grant such extension. If MassDOT rejects the request for extension and the non-compliance is not cured by the date set forth in the accepted Corrective Action Plan, MassDOT may proceed in accordance with Section 3.6 of this Appendix F and exercise any rights or remedies available under the Lease, including under Article 20.

(H) MassDOT's Reserved Rights. The issuance of a Corrective Action Notice or the acceptance of a Corrective Action Plan shall not preclude MassDOT's assessment of liquidated damages under Table 1. Nothing in this Section 3.6 shall limit any other rights or remedies available to MassDOT under the Lease.

3.7 Pre-Existing Conditions/Program Categories/Exclusions.

(A) No liquidated damages may be assessed pursuant to this Appendix F until at least sixty (60) days following the Commencement Date.

(B) No Service Plaza shall be on "Probation" pursuant to this Appendix F until at least one-hundred and twenty (120) days following the Commencement Date.

(C) Subject to Section 3.7(A) above, liquidated damages may be assessed for any and all Compliance Items at any and all times during the Term, except:

i. For Service Plazas in the "Large" Program Category (New Construction / Total Rebuild), liquidated damages may not be assessed during the period from closure of the Service Plaza for Construction Work until the date 30 days after achievement of Milestone 2 – Substantial Completion, for any portion of such Service Plaza (and, for clarity, liquidated damages may be assessed

for any and all Compliance Items based on conditions after such date, including for incomplete punch list items).

ii. For Service Plazas in the "Medium" Program Category (Major Renovation with Addition), liquidated damages may not be assessed during the period from commencement of Construction Work until the date 30 days after achievement of Milestone 2 – Substantial Completion, for Compliance Items that are not reasonably likely to impact travelers using the Service Plaza, or based on any condition that satisfies Good Industry Practice and Good Engineering and Construction Practice (and, for clarity, liquidated damages may be assessed for any and all Compliance Items based on conditions after such date, including for incomplete punch list items).

iii. For Service Plazas in the "Small" Program Category (Selective Renovation), liquidated damages may not be assessed during the period from commencement of Construction Work until achievement of Milestone 2 – Substantial Completion based on any condition that satisfies Good Industry Practice and Good Engineering and Construction Practice (and, for clarity, liquidated damages may be assessed for any and all Compliance Items based on conditions after such date, including for incomplete punch list items).

iv. Liquidated damages may not be assessed based on conditions in that part of a Service Plaza that has been closed to the public with the approval of MassDOT for the purpose of Construction Work on Permitted Capital Improvements during the period of such closure.

4. ASSET MANAGEMENT REQUIREMENTS

4.1 General Provisions.

The Concessionaire shall establish and maintain the organizational resources, processes, and expertise necessary to assess, plan, implement, and deliver Infrastructure and Inventory Management Services in accordance with the Lease. The Concessionaire shall perform the Infrastructure and Inventory Management Services, subject to oversight by MassDOT, to ensure:

(A) the Infrastructure Assets are maintained in Good Working Condition to support the safe operation and reliability of the Service Plazas;

(B) environmental sustainability and resilience are promoted through:

a. efficient operations,

b. emissions reduction,

c. appropriate waste disposal practices,

d. and noise and nuisance control including compliance with Applicable Law, including MassDEP Noise Regulation (310 CMR 7.10) and all local municipal noise ordinances. Concessionaire shall not cause or permit noise that results in an increase of more than 10 dB(A) above ambient sound levels at the property boundary or that otherwise constitutes an unreasonable interference with the use and enjoyment of neighboring properties under Massachusetts nuisance law. All activities shall be appropriately scheduled, controlled, and mitigated to avoid excessive, unnecessary, or disruptive noise, and shall comply with any applicable time-of-day restrictions, permitting requirements, and enforcement standards established by Governmental Authorities.

(C) the Concessionaire communicates openly with MassDOT regarding the costs and investments needed to support ongoing operations;

(D) the performance and reliability of the Infrastructure Assets are proactively managed to support sustained use and operational efficiency;

(E) the condition of the Infrastructure Assets is sustained through effective management practices, and MassDOT is supported in identifying opportunities for systemwide asset condition enhancement; and

(F) the activities and services required to manage the Infrastructure Assets are supported by adequate training, new or existing tools, and technologies to enable personnel to perform their duties safely and efficiently.

The Concessionaire shall submit a draft Asset Management Framework to MassDOT no later than ninety (90) days from the Commencement Date and finalized within 180 days of Commencement Date. The Asset Management Framework shall mean the comprehensive set of activities, systems, and processes implemented by the Concessionaire to manage all asset data and associated digital records as the authoritative system of record for the Service Plaza assets in the Service Plaza IT Environment. The Asset Management Framework shall include:

(1) the enterprise asset management system for Infrastructure Assets, and Service Plaza equipment;

(2) a facilities management system for tracking maintenance work on the Service Plaza; and

(3) an inventory management system for the support inventory;

The Asset Management Framework shall address, at minimum, each of the following:

(1) a phased implementation period of six (6) months to review and evaluate the current state of all assets, with milestones, interim deliverables, dependencies and critical path activities;

(2) a detailed plan for data assessment, gap analysis, legacy data cleansing, validation, migration, and asset inventory collection;

(3) an asset information model that defines:

a. a standardized hierarchy for each of the Service Plaza assets

b. defined configuration protocols, including unique asset identification, and naming conventions;

c. asset information attributes and metadata required for effective management of Service Plaza assets, including;

i. location of the asset or inventory item

ii. sub-components of the asset

iii. installation or acquisition date of the asset

iv. manufacturer and supplier details of the asset or inventory item

v. warranty information for the asset or inventory item

vi. current and historic asset condition ratings

vii. the operational criticality of the asset or inventory

viii. specifications and material type of assets or inventory items; and

ix. any such additional data necessary to support the delivery of Infrastructure and Inventory Management Services.

The Concessionaire shall fully implement and operationalize the Asset Management Framework within one year of the Commencement Date.

4.2 Asset Management Framework Implementation.

(A) The Concessionaire shall deliver the approved Asset Management Framework Implementation Plan to MassDOT for approval and shall achieve operational readiness of the Asset Management Framework within six (6) months of the Commencement Date.

(B) The Concessionaire shall submit quarterly updates of the Asset Management Framework Implementation Plan to demonstrate progress against the planned implementation milestones, including status of system configuration, data migration, integration, and operational readiness.

(C) The Concessionaire shall maintain digital records of the Infrastructure and Inventory Management Services in the Asset Management Framework as the system of record, ensuring continuity, traceability, and compliance throughout the implementation of the Asset Management Framework.

(D) The Concessionaire shall ensure the digital asset inventory in the Asset Management Framework is promptly updated to reflect any changes to Service

Plaza assets, including additions, replacements, removals, or modifications. The digital asset inventory shall remain accurate, complete, and aligned with the physical asset base at all times to support operational needs and reporting requirements.

(E) The Concessionaire shall submit asset inventory, condition information, and replacement or refurbishment cost forecasting information to MassDOT as required by MassDOT for potential inclusion in the MassDOT Highways Transportation Asset Management ("TAM Plan") in a format specified by MassDOT, to support effective asset tracking, condition assessment, and long-term planning in accordance with Federal Highway Administration ("FHWA") requirements and the MassDOT's capital program needs analysis.

4.3 Ownership of and Access to Data.

The Concessionaire acknowledges and agrees that all data, configurations, documentation, logs, and digital assets associated with the Service Plaza IT Environment shall remain the property of MassDOT. The Concessionaire shall maintain a clear and auditable separation between the Service Plaza IT Environment and the Concessionaire's internal corporate IT systems (including human resources, payroll, procurement, and administrative systems) to ensure compliance with MassDOT's data security, privacy, and information governance requirements.

MassDOT shall have unrestricted administrative access to all information, data, and logs within the Service Plaza IT Environment.

The Concessionaire shall configure administrative access to the Service Plaza IT Environment so that MassDOT's access does not adversely affect the operation of such systems.

Access to the Service Plaza IT Environment shall be role-based, auditable, and fully traceable.

The Concessionaire shall not restrict or modify MassDOT's access privileges or system visibility to Service Plaza IT Environment.

The Concessionaire shall maintain and securely provide MassDOT with a complete, up-to-date set of system access credentials with full administrative rights to the Service Plaza IT Environment, enabling MassDOT to access and manage systems independently in the event of an emergency to ensure operational continuity, system integrity, and security. Nothing in this Section 4.3 of Appendix F shall limit the Concessionaire's obligation under Section 8.7(B) of the Lease.

4.4 Non-Compliance.

(A) Milestone Deadlines. The Concessionaire shall submit the draft Asset Management Framework within the period specified in Section 4.1 of this Appendix F. The Concessionaire shall achieve operational readiness within the period specified in Section 4.2(A) of this Appendix F. The Concessionaire shall fully implement and operationalize the Asset Management Framework within one (1) year of the

Commencement Date. If the Concessionaire fails to meet any such deadline, MassDOT shall notify the Concessionaire in writing. The Concessionaire shall cure such failure within thirty (30) days of receipt of such notice.

(B) Ongoing Obligations. The Concessionaire shall comply with all ongoing obligations under Section 4.2 and Section 4.3 of this Appendix F. Such obligations include maintaining accurate and current digital records, submitting required updates to MassDOT, and maintaining MassDOT's unrestricted access to the Inspection Data Platform and the Service Plaza IT Environment. If the Concessionaire fails to comply with any such obligation, MassDOT shall notify the Concessionaire in writing. The Concessionaire shall cure such failure within fifteen (15) days of receipt of such notice.

(C) Reservation of Rights. Nothing in this Section 4.4 shall limit MassDOT's rights under Section 3 of this Appendix F with respect to non-compliance with the O&M Performance Standards.

ATTACHMENT 1

SERVICE PLAZA INSPECTION CHECKLIST

Massachusetts Department of Transportation Service Plaza

Inspection Checklist

Location _____ Date _____ Time _____

Inspector _____ Manager _____

No.	**Compliance Item**		**Identify Failures Only ("F")**		**MassDOT Comments**
	Parking Lot/Roadway Conditions				
1.	Pavement Condition fails to meet Contract Standards, including Section 2.1(a)				
2.	Lighting fails to meet Contract Standards, including Section 2.1(b)				
3.	Parking Lot Striping fails to meet Contract Standards, including Section 2.1(c)				
4.	Curbs, Sidewalks, or Posts fail to meet Contract Standards, including Section 2.1(d)				
5.	Signage or Advertising fail to meet Contract Standards, including Section 2.1(e)				

	Grounds Landscaping				
6.	Grass Areas or Edging fails to meet Contract Standards, including Section 2.2(a)				
7.	Trees, shrubs, hedges, flower beds or mulch fail to meet Contract Standards, including Section 2.2(b)				
8.	Presence of litter or debris in violation of Contract Standards, including Section 2.2(c)				
9.	Trash or recycling receptacles fail to meet Contract Standards, including Section 2.2(d)				
10.	Fencing fails to meet Contract Standards, including Section 2.2(e)				
11.	Picnic or pet areas fail to meet Contract Standards, including Section 2.2(f)				
12.	Lighting fails to meet Contract Standards, including Section 2.2(g)				
13.	Flags or flag poles fail to meet Contract Standards, including Section 2.2(h)				
14.	Pest Control fails to meet Contract Standards, including Section 2.2(i)				
	Restrooms (Female)				
15.	Lighting fails to meet Contract Standards, including Section 2.3(d)				

16.	Floor Drainage or Waste Receptacles fail to meet Contract Standards, including Section 2.3(d)				
17.	Toilets fail to meet Contract Standards, including Section 2.3(d)				
18.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards, including Section 2.3(d)				
19.	Counters, Sinks, Faucets or Mirrors fail to meet Contract Standards, including Section 2.3(d)				
20.	Dispensers (towel, soap, or disinfectant) fail to meet Contract Standards				
21.	Hand Dryers fail to meet Contract Standards				
22.	Trash Receptacle fails to meet Contract Standards				
23.	Presence of Foul Odor in violation of Contract Standards				
24.	Condition of Changing Table fails to meet Contract Standards				
	Restrooms (Male)				
25.	Lighting fails to meet Contract Standards, including Section 2.3(d)				

26.	Floor Drainage or Waste Receptacles fail to meet Contract Standards, including Section 2.3(d)				
27.	Toilets or Urinals fail to meet Contract Standards, including Section 2.3(d)				
28.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards, including Section 2.3(d)				
29.	Counters, Sinks, Faucets or Mirrors fail to meet Contract Standards, including Section 2.3(d)				
30.	Dispensers (towel, soap, or disinfectant) fail to meet Contract Standards				
31.	Hand Dryers fail to meet Contract Standards				
32.	Trash Receptacle fails to meet Contract Standards				
33.	Presence of Foul Odor in violation of Contract Standards				
34.	Condition of Changing Table fails to meet Contract Standards				
	Family Restrooms				
35.	Lighting fails to meet Contract Standards				
36.	Floors fail to meet Contract Standards				
37.	Toilets or Urinals fail to meet Contract Standards				
38.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards				

39.	Counters, Sinks, Faucets, or Mirrors fail to meet Contract Standards				
40.	Dispensers (towel, soap, or disinfectant) fail to meet Contract Standards				
41.	Hand Dryers fail to meet Contract Standards				
42.	Trash Receptacle fail to meet Contract Standards				
43.	Presence of Foul Odor in violation of Contract Standards				
44.	Condition of Changing Table fail to meet Contract Standards				
	Truckers Lounge Restrooms and Showers				
45.	Lighting fails to meet Contract Standards				
46.	Floors fail to meet Contract Standards				
47.	Toilets or Urinals fail to meet Contract Standards				
48.	Stalls (dispensers, graffiti, privacy) fail to meet Contract Standards				
49.	Counters, Sinks, Faucets, Showers, or Mirrors fail to meet Contract Standards				
50.	Dispensers (towel, soap, or disinfectant) fail to meet Contract Standards				
51.	Hand Dryers fail to meet Contract Standards				
52.	Trash Receptacle fail to meet Contract Standards				

53.	Presence of Foul Odor in violation of Contract Standards				
	Building/Structures (External)				
54.	Roof, Siding, Trim, Railing or Decorations fail to meet Contract Standards				
55.	Windows fail to meet Contract Standards for Cleanliness/Maintenance				
56.	Doors fail to meet Contract Standards for Cleanliness/Maintenance				
57.	Signage fails to meet Contract Standards				
58.	Trash and Rubbish Area fails to meet Contract Standards				
59.	External Grease Trap fails to meet Contract Standards				
	Building and Structures (Internal)				
60.	Doors fail to meet Contract Standards for Cleanliness/Maintenance				
61.	Tables, Benches, Seats or Decorations fail to meet Contract Standards				
62.	Walls, Glass, Finishes, Trim, Railings or Interior Doors fail to meet Contract Standards				
63.	Emergency Doors fail to meet Contract Standards				

64.	Floors and Finishes fail to meet Contract Standards for Cleanliness/Maintenance				
65.	Ceiling, Accessories, or Music fail to meet Contract Standards				
66.	Presence of Gum, Graffiti or Vandalism in violation of Contract Standards				
67.	Trash Receptacles fail to meet Contract Standards				
68.	Pest Control fails to meet Contract Standards				
69.	Janitorial Areas/Items fail to meet Contract Standards				
70.	Signage or Advertising fail to meet Contract Standards				
71.	Ventilation or Exhaust fail to meet Contract Standards				
72.	Mechanical Systems/HVAC fail to meet Contract Standards				
73.	Plumbing Fixtures/Water Fountains fail to meet Contract Standards				
74.	Electrical Systems fail to meet Contract Standards				
	Personnel				
75.	On-site Manager fails to meet Contract Standards				
76.	Response to Emergency Situation fails to meet Contract Standards				

77.	Uniforms fail to meet Contract Standards				
	Security/Surveillance				
78.	Surveillance and Security Systems fail to meet Contract Standards				
79.	Emergency Exit Doors or Pathways fail to meet Contract Standards				
80.	Fire Safety System fails to meet Contract Standards				
81.	Medical Prevention and Attention System fails to meet Contract Standards				
	ATM/Carts/Kiosks/Tourism				
82.	ATMs, Carts, Kiosk, or Racks fail to meet Contract Standards				
83.	Vending Facilities fail to meet Contract Standards				
84.	Tourism Setup fails to meet Contract Standards				
	Food and Beverage				
85.	Kitchen or Food Area Systems or Equipment fail to meet Contract Standards				
86.	Grease, Hoods, Ductwork, or Roof Top Exhaust Fan fail to meet Contract Standards				

87.	Refrigeration, Freezer, or Thermometers fail to meet Contract Standards				
88.	Convenience Store fails to meet Contract Standards				
	Snow and Ice				
89.	Parking Area fails to meet Contract Standards				
90.	Walkways fail to meet Contract Standards				
91.	EV Charging Area fail to meet Contract Standards				
92.	Fueling Area fail to meet Contract Standards				
	Drainage, Sewage, and Water Systems				
93.	Stormwater System fail to meet Contract Standards				
94.	Septic System fail to meet Contract Standards				
95.	Potable Water Well fails to meet Contract Standards				
	Customer Communications				
96.	Failure to comply with Contract Standards in respect of customer questions, complaints, or reporting to MassDOT regarding customer communications				

	Fuel Operations				
97.	Less than 75% of Fuel Pumps Open and Operational				
98.	Insufficient Vehicle Maintenance (Customer Service Items) in violation of Contract Standards				
99.	Lack of Posted Fuel Pricing in violation of Contract Standards				
100.	Unclean Conditions in violation of Contract Standards				
	Electric Vehicle Charging				
101.	Average Charger Uptime for a Charging Port in a Month less than 97% and equal to or greater than 90%				
102.	Average Charger Uptime for a Charging Port in a Month less than 90% and equal to or greater than 80%				
103.	Average Charger Uptime for a Charging Port in a Month less than 80% and equal to or greater than 60%				
104.	Average Charger Uptime for a Charging Port in a Month less than 60%				
105.	Average Charger Uptime for a Charging Port during a Peak Day less than 97% and equal to or greater than 90%				

106.	Average Charger Uptime for a Charging Port during a Peak Day less than 90% and equal to or greater than 80%				
107.	Average Charger Uptime for a charging port during a Peak Day less than 80% and equal to or greater than 60%				
108.	Average Charger Uptime for a charging port during a Peak Day less than 60%				
109.	Unclean Conditions in violation of Contract Standards				
110.	Inadequate Striping in violation of Contract Standards				
111.	Signage fails to meet Contract Standards				
	Reservation System				
112.	Less than 95% Accuracy per Day				
	Asset Management Requirements				
113.	Failure to comply with all ongoing obligations under Section 4.2 and Section 4.3 of this Appendix F – including maintaining accurate and current digital records, submitting required updates to MassDOT, and maintaining MassDOT's unrestricted access to the Inspection Data Platform and the Service Plaza IT Environment.				

	Local Vendor Requirement				
114.	Designated Local Retail Area – Minimum floor area maintained				
115.	Designated Local Retail Area – Signage and Stocking Level				
116.	Local Vendor Requirement – Annual Reporting				
	Service Plaza Probation				
117.	Service Plaza on probation for more than 60 Days				
118.	Service Plaza on probation for more than 90 Days				
119.	Service Plaza on probation for more than 120 Days				
120.	Service Plaza on probation for more than 150 Days – and for each subsequent 30-Day increment, beginning with 180 Days, then 210 Days, etc.				

APPENDIX G

PROHIBITED USE

As a material inducement to MassDOT in the execution and delivery of this Lease, the Concessionaire expressly agrees that it shall not use the Service Plazas, or permit the Service Plazas to be used, for the following uses:

1. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;

2. Any operation primarily used as a storage facility (except with respect to any permitted truck trailer storage) and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

3. Any "second hand" store or "surplus" store;

4. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of Construction Work);

5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building);

6. Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;

7. Any central laundry, dry cleaning plant, or laundromat (except that laundry equipment and services in commercial trucker facilities provided in accordance with this Lease or drop-off/pick-up for offsite laundry services shall be permitted);

8. Any automobile, truck, trailer, boat, or recreational vehicle body shop repair operation;

9. Any veterinary hospital or animal raising or boarding facilities;

10. Any mortuary or funeral home;

11. Any "pornographic use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational; or (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto, or any comparable rating by any similar organization; or (z) a massage parlor;

12. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;

13. Any catering or banquet hall (except that catering provided pursuant to the Plaza Operations and Maintenance Plan approved by MassDOT shall be permitted);

14. Any flea market, night club, discotheque, or dance hall;

15. Any gambling facility or operation, including: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant;

16. Any unlawful use;

17. Any pawn shop, bail bondsman, gun shop (not including a general sporting goods store) or tattoo parlor;

18. Any church or other place of religious worship;

19. Any automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube, oil change, or tire service center; except (a) for any truck fueling or maintenance contemplated by the Plaza Operations and Maintenance Plan approved by MassDOT or this Lease or (b) to the extent provided as a service to commercial truckers, which, in the case of (b) may be permitted upon written consent of MassDOT;

20. Any outdoor carnival, amusement park or circus;

21. Any manufacturing use (not ancillary to a retail use);

22. Any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets;

23. Offices or agencies of any foreign government or political subdivisions thereof or any other party enjoying sovereign or diplomatic immunity (in whole or in part);

24. Any business or activity that violates the then-existing certificate of occupancy for the Service Plazas;

25. Any storage of Hazardous Substances on-site, other than Hazardous Substances generated by or required for routine operations and temporary construction activities that are handled, stored and disposed of in accordance with Applicable Law;

26. Any storage of solid waste, other than waste generated by routine operations and temporary construction activities;

27. Any use prohibited by a Permitted Encumbrance;

28. Any sale or consumption of any intoxicating or alcoholic beverages or any fermented ale, wine, liquor or spirits; or

29. Any use that would make void or voidable any insurance required to be in force under this Lease with respect to the Service Plazas.

APPENDIX H

FOOD, BEVERAGE AND FUEL SURVEY AND PRICING REQUIREMENTS

General

Pursuant to Appendix F (Operations and Maintenance Performance Standards), the Concessionaire shall provide an assortment of food and beverage concepts, EV Charging Stations, Fuel, Locally Sourced Products and truck parking services and facilities, as applicable, at the Service Plazas.

Pricing Surveys

1. Prior to the Commencement Date, the Concessionaire has submitted to MassDOT a comprehensive pricing survey in a form reasonably acceptable to MassDOT ("**Initial Food, Beverage, and Fuel Pricing Survey**") of all food and beverage products for each concept, and current Fuel prices to be offered at the applicable Service Plaza. The Concessionaire shall assign each food, beverage, and Fuel product sold at the applicable Service Plaza to an appropriate representative category and identify the products comprising each category. The Initial Food, Beverage, and Fuel Pricing Survey shall set forth, with respect to the applicable Service Plaza, the product name, product category, observed product prices at similar off-Highway operations within the proximity of such Service Plaza, the resulting average product price, and the Concessionaire's proposed final price, which shall be set no higher than ten percent (10%) above such average product price, in accordance with Section 8.10 of the Lease. Notwithstanding anything in this Appendix to the contrary, truck parking fees and charges, Idling Fees, and any other merchandise or services governed by Section 8.11 of the Lease shall be priced in accordance with Section 8.11 of the Lease based on comparable goods or services and are not subject to the survey requirements of this Appendix.

2. Each subsequent pricing survey (each a "**Food, Beverage, and Fuel Pricing Survey**") shall be submitted pursuant to Section 8.10 of the Lease. Each Food, Beverage, and Fuel Pricing Survey shall set forth, with respect to the applicable Service Plaza, the product name, product category, observed product prices at similar off-Highway operations within the proximity of such Service Plaza, the resulting average product price, the percentage increase or decrease in the price of the product since the previous Food, Beverage, and Fuel Pricing Survey, and the Concessionaire's proposed final price, which shall be set no higher than ten percent (10%) above such average product price. Each Food, Beverage and Fuel Pricing Survey shall not be required to cover all food, beverage, and Fuel products that the Concessionaire sells at the applicable Service Plaza. Instead, only one representative product from each established food, beverage, and Fuel product category applicable to each concept offered at the applicable Service Plaza shall be surveyed. The percentage by which the representative product has increased or decreased since the previous Food, Beverage, and Fuel Pricing Survey shall be applied to all the products in that category based on the prices established in the previous Food, Beverage, and Fuel Pricing Survey. A list of updated pricing for all food, beverage, and Fuel products sold at the applicable Service Plaza shall be submitted with each Food, Beverage, and Fuel Pricing Survey.

3. EV Charging Stations installed at a Service Plaza prior to the Commencement Date shall be included in the Initial Food, Beverage, and Fuel Pricing Survey. Pricing for such stations shall continue to apply until reset in accordance with a subsequent Food, Beverage, and Fuel Pricing Survey. With respect to an EV Charging Station installed at a Service Plaza after the Commencement Date, the Concessionaire shall submit to MassDOT, at least 60 days prior to making such stations available to the public, a pricing survey in accordance with paragraph 2 of this Appendix. Thereafter, EV charging prices and Idling Fees shall be addressed in each subsequent Food, Beverage, and Fuel Pricing Survey.

Category List	**Category Product**	**Category % Change**
Convenience Store		
[Example: Soda]	*Item surveyed*	*+/- % change*
[Example: Candy]	*Item surveyed*	*+/- % change*
Fuel		
[Example: Diesel]	*Item surveyed*	*+/- % change*
EV Charging		
[Example: EV Charging]	*Item surveyed*	*+/- % change*
Locally Sourced Products		
[Example: Maple Syrup]	*Item surveyed*	*+/- % change*

4. The representative products selected for each Food, Beverage, and Fuel Pricing Survey shall vary from survey to survey.

5. Any change to a concept at a Service Plaza from the concept approved in the Initial Plaza Redevelopment Plan shall be subject to MassDOT's prior written approval, not to be unreasonably withheld or delayed, and the Concessionaire shall submit to MassDOT, at least 60 days prior to implementing such change, (i) the proposed replacement concept, and (ii) a pricing survey for the products to be offered under such concept, prepared in accordance with paragraph 2 of this Appendix. The addition of a new menu item at an existing concept at a Service Plaza that was not included in the most recent Food, Beverage, and Fuel Pricing Survey for such concept shall not require MassDOT's prior approval. At least 30 days prior to offering such menu item, the Concessionaire shall submit to MassDOT a pricing survey for such menu item prepared in accordance with paragraph 2 of this Appendix. MassDOT's right to require price reductions under Section 8.10 of the Lease shall apply to such menu item.

6. Local Vendor Requirement. Locally Sourced Products offered in satisfaction of the Local Vendor Requirement (Section 8.9 of the Lease) at each Service Plaza shall be included in the Initial Food, Beverage, and Fuel Pricing Survey and in each subsequent Food, Beverage, and Fuel Pricing Survey conducted pursuant to this Appendix, and shall be priced based on pricing surveys of comparable products sold elsewhere within the Commonwealth of

Massachusetts. The Concessionaire shall identify the comparable statewide retail locations used for pricing purposes. Prices for such products shall be set no higher than ten percent (10%) above the surveyed average price, consistent with the methodology applicable to food, beverage, Fuel, and EV charging products under this Appendix, provided that survey locations need not be within the proximity of the applicable Service Plaza. MassDOT's right to require price reductions under Section 8.10 of the Lease shall apply to Locally Sourced Products. The Concessionaire shall report pricing for Locally Sourced Products as part of the annual report required under Section 8.9(C) of the Lease.

APPENDIX I

SURRENDER REQUIREMENTS

On the Expiration Date, the Service Plazas shall be in broom clean condition, in the condition required by the Contract Standards and otherwise in compliance with requirements of this Lease. Without limiting the foregoing or any other obligation of the Concessionaire under this Lease, the Concessionaire shall ensure that, on the Expiration Date:

1. All Surrender Work identified as needing to be performed in accordance with the Surrender Survey has been completed.

2. All MassDOT-owned equipment shall be in the condition required by the Contract Standards, capable of continued functionality assuming a successor to the Concessionaire performs continued operations and maintenance with a remaining useful life of a minimum of five (5) years.

3. All mechanical, plumbing, electrical, HVAC, life safety and other systems, both within and outside of any buildings at the Service Plazas, shall be in the condition required by the Contract Standards with a remaining useful life of a minimum of five (5) years.

4. Interior ceilings, walls, floors, doors, bathrooms, partitions, artwork, signage, equipment furnishings and fixtures and any other items which are not the property of Concessionaire or a Sublessee shall be clean and, in the condition, required by the Contract Standards with a remaining useful life of a minimum of five (5) years.

5. All exterior structures, including signage, lighting, fixtures, playground equipment, patio furniture, garbage corrals and fencing which are not the property of the Concessionaire or a Sublessee shall be clean and in the condition required by the Contract Standards with a remaining useful life of a minimum of five (5) years.

6. Service Plaza buildings, including envelope, walls, doors, windows, roofs and gutters shall be free of damage (except for damage caused by normal wear and tear), and water infiltration, and all systems (including gutter drainage and LEED systems) shall be in the condition required by the Contract Standards with a remaining useful life of a minimum of five (5) years.

7. Sidewalks, parking lots and curbing shall be free of potholes and other large-scale defects and in the condition required by the Contract Standards, with a remaining useful life of a minimum of five (5) years. All life and safety items, including deep cracks and heaving, shall be fully repaired and in the condition required by the Contract Standards.

8. All Fuel Service Equipment and EV Charging Stations shall be in the condition required by the Contract Standards, with a remaining useful life of a minimum of five (5) years.

9. All Utility and other outstanding invoices related to Service Plaza operations that the

Concessionaire is responsible for pursuant to this Lease shall have been paid in full.

10. All Project Contracts related to Service Plaza operations that the Concessionaire is responsible for pursuant to this Lease shall have been appropriately terminated.

11. All Service Plaza as-builts, drawings, specifications, manuals and operation and maintenance documents required to be provided by the Concessionaire pursuant to this Lease shall be delivered to MassDOT or, at the election of MassDOT, in its sole discretion, left at designated Service Plazas.

MassDOT will estimate the remaining useful life of all assets described above as part of the inspections it performs pursuant to Section 9.8 of this Lease and in accordance with the Contract Standards.

APPENDIX J

ENVIRONMENTAL PROTOCOL

Appendix J is applicable to Construction Work, which includes: (i) Redevelopment Work; (ii) Permitted Capital Improvement Work; and (iii) Hazardous Substance Conditions that occur during Plaza Operations and Maintenance Plan in Appendix D, whether as a result of Concessionaire's performance of the Contract Services (e.g., new releases), notice of an abutter condition that has migrated onto the property, or observation of a pre-existing condition. All specifications and requirements below apply to all such Construction Work, Contract Services, and/or conditions.

1. ENVIRONMENTAL MANAGEMENT PLANS

Pursuant to Article 5, Article 8, and Article 11 of the Lease, the Concessionaire shall prepare and submit an Environmental Management Plan (EMP) for each Service Plaza. The EMP shall consist of the following:

- Organization Chart and qualifications of: Concessionaire's environmental lead, Licensed Site Professional (LSP), Environmental and Wetlands Permitting Specialists, Stormwater Design and Inspections Team, UST Replacement Contractor, and Hazardous Materials Abatement Team (Designer, Abatement Subcontractor, etc.).
- Permitting Approach, including:
  - Environmental Review Checklist (ERC), including a list of any and all local, state, and federal permits and Environmental Approvals required by Applicable Law to construct the Capital Improvements and perform the Contract Services at the Service Plaza.
  - Environmental Permitting Matrix, including identification of any additional permits or modifications associated with any changes to the BTC or ATC.
  - Environmental Permitting Schedule.
- UST Replacement Plan
  - The Site-Specific Plan for each Service Plaza shall identify UST Replacement footprints and limits of staging and work areas.
  - Schedule for UST Replacements by individual tank and Service Plaza.
  - Temporary Fueling Plan for transition from existing USTs to new USTs, including durations, in accordance with Appendix E.
- Contaminated Soils Management and Dewatering – UST Replacements and Service Plaza Construction Work
  - Approach to managing contaminated soils and dewatering during Construction Work in the form of an Excavated Materials Management Plan (EMMP) as detailed in Section 3.6.1. This shall include estimated volumes of contaminated soils with breakdown by plaza/Service Plaza location, area (e.g. bldg. vs utility trenching vs UST area vs stormwater improvements), expected disposal facility (e.g. in-state vs out-of-state), and soil type (e.g. pea-stone vs soil). Anticipated dewatering details should also be included in the EMMP.
- Stormwater Compliance - Construction
  - Qualifications of Field Inspectors – Construction CGP
  - Example of SWPPP Inspection Report – CGP
- Stormwater Compliance - Operations
  - Qualifications of Field Inspectors – Operations TS4/MS4
  - Example of TS4/MS4 Inspection Report

- Spill Response Plan - Operations
  - Org Chart and Notification Chain with Contact Information and Cell Numbers
  - Qualifications, Roles, Responsibilities of Staff and Identification of Subcontractors for Emergency Response
- UST and Fueling Systems Operations Plan
  - Org Chart and Notification Chain with Contact Information and Cell Numbers
  - Qualifications, Roles, Responsibilities of Staff and Identification of Subcontractors for UST Leak Detection System Monitoring Reports and Emergency Response
  - **See Appendix E Section 4.12 for further details.**
  - **UST and Fueling Systems Operations Plan shall also be part of the Operational Plans for each Service Plaza.**

The Concessionaire shall submit individual Service Plaza-specific EMPs to MassDOT for review and approval prior to Construction Work and any earthwork activities. The Service Plaza-specific EMPs shall include a thorough permitting and management approach assuring environmental compliance, timely notifications and submittals, and a collaborative working relationship with MassDOT and all stakeholders.

2. ENVIRONMENTAL PERMITTING - APPROVALS, CLEARANCES, COMPLIANCE, AND MITIGATION

2.1. GENERAL STATEMENTS

Jurisdictional wetland resources documented within the Lease Areas include but are not limited to: Bordering Vegetated Wetlands (BVW), Riverfront Area (RFA), Bank and the buffer zone to various resource areas.

It is the responsibility of the Concessionaire to obtain all required Environmental Approvals/Clearances to the extent not already obtained by or on behalf of MassDOT as described in Section 2.2. The Concessionaire will be required to prepare all documentation required for any application for any Environmental Approval/Clearance or any amendment to any Environmental Approvals/Clearances. The Concessionaire is also responsible for the preparation of all documentation required to satisfy any conditions to the Concessionaire's scope of work contained in Environmental Approvals/Clearances or amended Environmental Approvals/Clearances prior to the start of Construction Work and/or following the completion of Construction Work, as directed by the applicable condition.

The Concessionaire is responsible for complying with: (a) all conditions and schedules in any Environmental Approvals/Clearances, whether obtained by MassDOT or the Concessionaire, and (b) all applicable Environmental Laws. Failure to comply with conditions or schedules in the Environmental Approvals/Clearances may be grounds for termination of the Lease.

The Concessionaire shall be responsible for all costs, liability, penalties, expenses, damage, including economic, property, natural resource and personal injury, or delays resulting from any non-compliance with Environmental Approvals/Clearances.

The Concessionaire shall coordinate with MassDOT and Governmental Authorities

pursuant to the process described in Section 2.4. MassDOT takes no responsibility for any time delay or cost associated with submissions that are refused, rejected, conditioned or modified by MassDOT or any Governmental Authority or for any redesigns such Governmental Authorities or MassDOT may require.

2.2. CONSTRUCTION-RELATED PERMITS AND ENVIRONMENTAL APPROVALS/CLEARANCES TO BE OBTAINED BY THE CONCESSIONAIRE

The Concessionaire will be responsible for obtaining all Governmental Approvals (e.g. environmental-related permits) as well as any amendments to the permits already obtained, if needed due to design changes.

The Concessionaire shall provide an environmental permit matrix and schedule to MassDOT for conformance review and verification. The required Governmental Approvals, including environmental-related construction permit(s), are expected to include but are not limited to:

- National Pollution Discharge Elimination System (NPDES) – General Permit for Stormwater Discharges from Construction Activities (CGP), U.S. Environmental Protection Agency.
- Massachusetts Wetlands Protection Act (WPA) filings- Request for Determination (RDA), Notice of Intent (NOI), Conservation Commission.
- National Pollution Discharge Elimination System (NPDES) – Dewatering and Remediation General Permit (DRGP), U.S. Environmental Protection Agency.
- Massachusetts Contingency Plan (MCP) - See Section 3.
- TS4/MS4 Compliance.

The Concessionaire will prepare the following environmental plans for all Construction Work at the Service Plazas. The plans shall be specific to each Service Plaza and shall be submitted to MassDOT for conformance review and verification prior to Construction Work at the Service Plazas.

- Environmental Review Checklists (ERCs)
- Noise Control Plans
- Dust Control Plans
- Soil and Groundwater Management Plan / Excavated Materials Management Plans (EMMP)
- Stormwater Management Plan / Stormwater Pollution Prevention Plan (SWPP)
- Hazardous Materials Management Plan, including Lead Abatement Plan, Asbestos Abatement Plan

2.2.1. NPDES CONSTRUCTION GENERAL PERMIT

The Project is subject to the Environmental Protection Agency (EPA) Construction General Permit. Pursuant to the Federal Clean Water Act, construction activities which disturb one acre or more of land are required to apply to the U.S Environmental Protection Agency (EPA) for coverage under the NPDES General Permit for Stormwater Discharges from Construction Activities. On January 18, 2022 (87 FR 3522), EPA signed its 2022 Construction General Permit (CGP) for

stormwater discharges from construction activities. The 2022 CGP, which became effective on February 17, 2022, and subject to any later CGPs issued.

The NPDES CGP requires all Owners and Operators, in this case the "Concessionaire" (as owner with operational control over construction plans and specifications), and the Concessionaire's Project Contractor (as party with day-to-day control of those activities at a project that are necessary to ensure compliance with the permit conditions), to electronically submit Notice of Intents (NOIs) to the EPA prior to the start of construction (defined as any earth-disturbing activity including clearing, grading, excavation, grubbing, and/or other related activities, such as stockpiling of fill material or demolition that could lead to the generation of pollutants). See attached Item 756 for additional details.

2.2.2. NPDES DEWATERING AND REMEDIATION GENERAL PERMIT

Portions of the Project are subject to the Environmental Protection Agency (EPA) Dewatering and Remediation General Permit (DRGP). Several of the Service Plazas have residual soil and groundwater contamination from prior releases of petroleum products from underground storage tanks, piping, fueling systems, and surface spills. Groundwater is expected to be present at elevations within excavations for some of the UST replacement locations, as well as potentially for some deeper excavations related to Service Plaza modernization. The Concessionaire shall comply with all relevant requirements of the NPDES DRGP.

2.3. POTENTIAL ENVIRONMENTAL APPROVALS/CLEARANCES

Environmental Governmental Approvals have not been coordinated or received throughout the preliminary concept design phase. The Concessionaire acknowledges that any Environmental Approvals required shall be provided by the Concessionaire prior to construction. The Concessionaire shall be responsible for obtaining all such applications and/or amendments to Environmental Approvals necessitated by the Contract Services. Coordination with Governmental Authorities and potential other regulators will occur as described in Section 2.4. The Concessionaire shall be responsible for ensuring compliance with conditions and schedules regarding the amendment of any Environmental Approvals. The most current copies of the Existing Conditions Reports and MassDOT's Environmental Review Checklist (ERC) are provided in Table 1 as an attachment to assist with the Concessionaire's Governmental Approval screening and potential requirements of Environmental Laws. The Concessionaire shall complete an ERC for each Service Plaza and submit it to MassDOT for conformance review and verification. Table 1 (attached) provides a status summary of potential Governmental Authority and other regulatory reviews and Governmental Approvals based on the Project's Base Technical Concept (BTC).

The Concessionaire must ensure there are no unpermitted impacts to soil, water, groundwater, air and wetland resource areas. The Concessionaire shall not work in, alter, impact or disturb any wetland resource area. Unpermitted wetland impacts shall be avoided through worker isolation techniques including permanent and temporary chain link fence, sedimentation fence, haybales, limit of work signage, and erosion control barriers. Fencing and signage shall delineate the permitted work areas.

The Concessionaire shall utilize upland areas within state highway layout for staging or laydown area. If the Concessionaire chooses to create staging areas outside of the state highway layout, the Concessionaire shall delineate all environmental resource areas adjacent to such staging areas and must isolate such environmental resource areas from staging areas with orange snow fence, compost filter tubes and limit of work signage. The creation of staging areas outside of the state highway layout will not result in any wetland resource area impact beyond those permitted within the applicable Environmental Approvals; such applies to the entire project area, including any additional areas chosen by the Concessionaire for staging access and/or construction access. In all cases, the staging and stockpiling of soils must comply with MassDOT Policy Directives, see Section 3.

2.3.1. EARLY ENVIRONMENTAL REVIEW CHECKLIST (ERC)

The Concessionaire shall complete the sections identified for input within the current version of MassDOT's Environmental Review Checklist (ERC). This effort provides project stakeholders with an opportunity to comment on the presence of environmental resources in the project area, their extent, and potential significance. Documentation that an adequate level of consideration has been made to avoid and minimize impacts to identified environmental resources will be presented. Completion of the early coordination requirements ensures necessary deliverables outlined in the ERC have been prepared and design plans are adequate for environmental review. Written responses by the Concessionaire are required for each item, and supporting documentation must be included.

2.3.2. SECTION 7 OF THE ENDANGERED SPECIES ACT

2.3.2.1. NORTHERN LONG-EARED BAT PROTECTION

The U.S. Fish and Wildlife Service (USFWS) has listed the northern long-eared bat (NLEB) as threatened under the Endangered Species Act (ESA) and the following requirements exist to protect the bat and its habitat.

On behalf of FHWA, the lead federal agency for Section 7 consultation, MassDOT submitted a FHWA, FRA, FTA Programmatic Consultation for Transportation Projects affecting NLEB or Indiana Bat to the USFWS through the Information for Planning and Consultation (IPa (C) webpage and generated a may affect, is likely to adversely affect (LAA) consistency letter and USFWS provided concurrence of this determination (see Document USFWS LAA). Therefore, MassDOT has completed Section 7 consultation through the ESA. The following Avoidance and Minimization Measures (AMMs) must be strictly adhered to in order to protect NLEB and to be in compliance with the ESA. Contact MassDOT Environmental Services - Wildlife Unit Supervisor for questions about project limits, restrictions, or conservation measures.

2.3.2.2. General AMM

The Concessionaire shall ensure all Concessionaire Persons working on the project site are aware of all environmental commitments related to NLEB, including all applicable AMMs. NLEB Bat information

(https://www.fws.gov/midwest/endangered/mammals/nleb/) shall be made available to all personnel.

2.3.2.3. Lighting AMMs

Direct temporary lighting away from suitable habitat during the active season: April 1 to October 31.

When installing new or replacing existing permanent lights, use downward-facing, full cut-off lens lights (with same intensity or less for replacement lighting); or for those transportation agencies using the BUG system developed by the Illuminating Engineering Society, be as close to 0 for all three ratings with a priority of "uplight" of 0 and "backlight" as low as practicable.

2.3.2.4. Tree Removal AMMs

If tree cutting is proposed by the Concessionaire, conformance review is required by the MassDOT Highway Division's Environmental Services Section and Landscape Design, and if needed, a Consulting Arborist, and additional review and restrictions may be required by the USFWS.

Ensure tree removal is limited to that specified in project plans and ensure that all Concessionaire Persons working on the Project site understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure Concessionaire Persons stay within clearing limits).

2.4. COORDINATION BETWEEN THE CONCESSIONAIRE, MASSDOT AND GOVERNMENTAL AUTHORITIES

The Concessionaire will serve as the applicant of record for all Environmental Approvals/Clearances. MassDOT will perform conformance reviews on all applications for Environmental Approvals or amendments prepared by the Concessionaire.

The Concessionaire shall be responsible for preparing all documentation necessary to support applications for Governmental Approvals required by Environmental Laws. MassDOT shall be provided 30 days to review and comment on completed applications for Environmental Approvals prior to their submission.

The Concessionaire is encouraged to establish a working relationship with the Governmental Authorities and MassDOT. The Concessionaire shall not be authorized to negotiate with Governmental Authorities on behalf of MassDOT but shall coordinate all negotiations with MassDOT.

2.5. DUTY OF COMPLIANCE

The Concessionaire is responsible at all times for complying with: (a) all conditions and schedules in any Environmental Approvals/Clearances, whether obtained by MassDOT or the Concessionaire; and (b) all applicable Environmental Laws. Failure to comply with conditions or schedules in Environmental Approvals/Clearances may be grounds for

termination of the Lease. The Concessionaire shall be responsible for any and all costs, liability, penalties, expenses, damages, including economic, property, natural resource and personal injury, or delays resulting from any non-compliance with Environmental Approvals/Clearances.

2.6. ENVIRONMENTAL MITIGATION

In the event that impacts to wetland resources, protected habitats, soil, water and groundwater, or cultural resources are determined to be unavoidable, the Concessionaire is responsible for preparing all designs and specifications for environmental mitigation and for complying with all mitigation requirements and schedules required, including, but not limited to the potential Environmental Approvals/Clearances identified in Table 1, including requirements for noise control, water quality monitoring, and precautions for construction adjacent to "sensitive resource areas." The Concessionaire shall bear all costs of any mitigation required as a result of Environmental Approvals/Clearances, except where additional mitigation is required solely as a result of a Change Directive. The Concessionaire shall also bear all costs of all such mitigation, including any additional mitigation required as a result of amendments to Environmental Approvals/ Clearances, except where such additional mitigation is required solely as a result of a Change Directive.

In addition to the items mentioned above, the Concessionaire's mitigation obligations under this Section 2.6, shall include, but not be limited to:

- Adherence to the Construction Noise Control and Construction Dust Control requirements in the Draft BTC Special Provisions provided as an attachment.
- Adherence to Lease restrictions on parking in residential neighborhoods and routing truck traffic through residential neighborhoods.
- Construction of Storm Water Control Measures (SCMs).
- Submission of a Temporary Traffic Control Plan (TTCP) to MassDOT for conformance review and verification. TTCP will be coordinated with the elected, engineering, planning, and public safety officials in the affected municipalities.
- Submission of Erosion and Sedimentation Control Plans.
- Submission of a draft Public Participation (Outreach) Plan, prepared by a qualified professional, for conformance review and verification by MassDOT.
- Submission of an Excavated Materials Management Plan (EMMP) for conformance review and verification by MassDOT, as indicated in Section 3 below.

The mitigation requirements described above shall be in addition to all other mitigation requirements described in the Lease.

2.6.1. WATER RESOURCES

Construction period impacts to water resources will be limited by the adherence to the approved project erosion and sedimentation control plans submitted by the Concessionaire as well as the Storm Water Control Measures.

2.6.2. INVASIVE INSECT PESTS AND PLANTS

As part of its environmental obligations, the Concessionaire shall be responsible for notifying Massachusetts Department of Agricultural Resources (MDAR) of construction activities and regularly coordinating with them to receive bulletins and updates for invasive species, including the Asian longhorn beetle, emerald ash borer, and spotted lanternfly.

Prior to commencing Construction Work, the Concessionaire shall provide mandatory training for all personnel, including compliance training as required, for invasive insect species. Training sessions shall be conducted by MDAR personnel or their designated specialists. Training shall be for the listed pests and additional subjects as recommended by MDAR. Concessionaire shall be responsible for arrangements, as well as all reproduction costs and distribution of training materials.

Contact at MDAR is:

Jennifer Forman Orth, Ph.D.
Environmental Biologist
Massachusetts Department of Agricultural Resources
251 Causeway St., Suite 500
Boston, MA 02114-2151
jennifer.forman-orth@mass.gov
p: (617) 626-1735
f: (617) 626-1850
http://massnrc.org/pests

2.6.3. AIR QUALITY

See Standard Specification for Highways & Bridges (2026) for Construction Dust Control.

Mitigation measures will be implemented to reduce air quality impacts during construction. Air quality specifications are incorporated into Lease to ensure compliance with Applicable Law including applicable provisions of Massachusetts General Laws and Massachusetts Department of Environmental Protection (MassDEP) regulations, such as prohibiting trucks from idling more than 5 minutes; notifying MassDEP prior to the start of construction; and filing necessary forms such as BWP AQ 06, “Notification Prior to Construction or Demolition” with the Bureau of Waste Prevention.

The Concessionaire will be required to develop and submit a Dust Control Plan to MassDOT that will include but not be limited to the following: construction will not result in excessive particulate matter emissions, nuisance dust conditions, or PM10 (particulate) concentrations exceeding national and Massachusetts ambient air quality standards; use of watering trucks to minimize dust; covers for dust-producing materials (e.g. dirt) when hauling; stabilization of the surface of dirt piles if not removed immediately; cover truck contents when transferring materials; and use of approved dust suppressants on traveled paths that are not paved.

In addition, all diesel-powered non-road construction equipment and vehicles greater than 50 brake horsepower must have engines that meet either the Environmental Protection Agency (EPA) particulate matter emission standards or emission control technology verified by the EPA or the California Air Resources Board (CARB); or emission control technology certified by manufacturers to meet or exceed emission reductions verified by EPA or CARB. Emission control devices, such as diesel oxidation catalysts or diesel particulate filters, must be installed on the exhaust system side of the diesel combustion engine equipment.

2.6.4. NOISE

During construction, residential neighborhoods in proximity of the Service Plazas may experience temporary noise impacts from the demolition and operation of heavy equipment during the construction period. See Standard Specification for Highways & Bridges (2026) for specific requirements related to Noise Control during construction. This identifies the minimum MassDOT requirements for Noise Control on this Project.

The Concessionaire must employ an acoustic engineer who will develop for MassDOT's conformance review and verification a Noise Control Plan (NCP) which must include mitigation measures to control noise impacts during construction. The plan must require the Concessionaire to establish standard work hours between the hours of 7 AM and 10 PM and to notify MassDOT for any exceptions to the standard work hours unless allowed as an exception by MassDOT with sufficient mitigation and justification. The Concessionaire shall collect and submit baseline noise measurements as necessary to prove future compliance with the NCP. Prior to collection of the baseline noise measurements, the Acoustical Engineer shall submit a plan showing proposed monitoring locations, equipment, and procedures for conformance review and verification by MassDOT.

The Concessionaire is required to comply with the construction noise limits for the daytime, evening and nighttime hours, except where noise limit exceedances occur when utilizing mitigation in accordance with the NCP. Typical noise control mitigation measures that the Concessionaire may be required to use include mufflers, shrouds or other kinds of enclosures or barriers, or restrict usage. The Concessionaire shall utilize construction equipment fitted with exhaust systems and mufflers that have the lowest associated noise whenever those features are available. In addition, the Concessionaire shall submit a staging plan for conformance review and verification by MassDOT that establishes equipment and material staging areas away from sensitive receptors.

Noise monitoring is required to document compliance with the NCP. Predicted or measured noise levels that exceed or approach recommended construction noise limits must be mitigated.

To address potential noise issues arising during construction, the Concessionaire must establish a noise complaint hotline and designate a point of contact to address noise complaints. The Concessionaire's acoustic engineer will be notified if needed, as well as MassDOT, to ensure resolution of community noise issues.

If any nuisance noise issues cannot be reasonably mitigated, then the associated activities shall be limited to 8 am-6 pm Monday through Friday, and 10 am-5 pm on Saturday and Sunday. Nuisance complaints must be addressed within 24 hours of the complaint and maximum noise level complaints must be addressed within 48 hours of the complaint.

The Concessionaire shall also provide a noise measuring device for the Engineer's use for the Project duration. The noise measuring device shall be regularly maintained and calibrated in accordance with the manufacturer's recommendations.

2.6.5. TRAFFIC

Not used.

2.6.6. CONTINUED COORDINATION AND PUBLIC INVOLVEMENT

MassDOT will continue to work closely with impacted stakeholders during Construction Work. The Concessionaire shall arrange for public information meetings, and other means of providing the public with up-to-date and easy-to-understand construction information will continue throughout the Lease Term as applicable. The Concessionaire will be responsible for providing regular project updates to MassDOT, maintaining and updating Project Schedules, and identifying and coordinating any public-facing impacts with MassDOT in advance of those impacts occurring. The Concessionaire shall grow its database of contacts who want to and need to know about the schedules for Construction Work and will regularly update MassDOT regarding the Public Participation (Outreach) Plan and its related issues and outcomes.

2.6.7. CULTURAL RESOURCES

There are no National Register-listed or eligible properties, districts, or sites within the Area of Potential Effect (APE) of the Project. Additional information related to Cultural Resources may be found in the Environmental Review Checklist.

3. ROADMAP - HAZARDOUS MATERIALS AND CONTAMINATED SOILS

3.1. REFERENCE DOCUMENTS FOR HAZARDOUS MATERIALS AND SOILS

The Concessionaire's attention is directed to the RIDs included as part of the RFP with regard to Hazardous Substances, Hazardous Substances Conditions, and Pre-Existing Hazardous Substances Condition. These include, but are not limited to, the Phase I Environmental Site Assessments (ESAs) prepared by Weston & Sampson as well as the Hazardous Building Materials Survey Reports for each of the Service Plazas. The ESAs and Survey Reports provide summaries of the site conditions. The Concessionaire shall also review the detailed information on site conditions publicly available in MassDEP database (https://eeaonline.eea.state.ma.us/portal/dep/wastesite/). This includes information on the residual soil and groundwater contamination present at each of the Service Plazas. This information shall be used to identify potential impacts to earthwork and other Contract Services. This includes any and all earthwork associated with the UST Replacements, but

shall also be used by the Concessionaire to inform any and all earthwork to be conducted at the Service Plazas.

The Concessionaire shall anticipate and conform to all requirements of MassDOT Standard Specifications and Special Provisions for all design and construction work, including all earthwork, management of hazardous building materials, and management of contaminated soils and groundwater. This includes but is not limited to the following MassDOT Standard Specifications, Special Provisions, and Guidance Documents for design and construction:

Version 02/06/2020 General Requirements for Demolition and Painted Steel
Item 120 Excavation (Standard Specifications and Supplemental Specifications)
Item 150 Consultant Scope of Services Guidance – Environmental
Item 180.01 Environmental Health and Safety Program
Item 180.02 Personal Protection Level C Upgrade
Item 180.03 Licensed Site Professional Services
Item 182.1 Inspection and Testing for Asbestos
Item 182.2 Removal of Asbestos
Item 182.3 Asbestos Abatement for Building Demolition
Item 181.11 Disposal of Unregulated Soil
Item 181.12 Disposal of Regulated Soil in-State Facility
Item 181.13 Disposal of Regulated Soil Out-of-State Facility
Item 181.14 Disposal of Hazardous Waste
Item 183.1 Treatment of Contaminated Groundwater
Item 183.2 Disposal of Granular-Activated Carbon
Item 184.1 Disposal of Treated Wood Products
Item 185.1 Underground Storage Tank Removal
Item 188.1 Testing for PCB Light Ballasts
Item 188.2 Disposal of PCB Light Ballasts
Item 188.3 Disposal of Mercury Containing Lamps
Item 188.4 Disposal of Mercury Containing Devices
Item 189.1 Closure Requirements for Shallow Injection Wells
Item 756 NPDES Stormwater Pollution Prevention Plan

Each of the above Items and Special Provisions are attached. The Measurement and Payment aspects have been removed, as all requirements are integral to the Lease and shall be implemented and conformed to by the Concessionaire at no cost to MassDOT. All references to Contractor in these Items shall apply to the Concessionaire, Project Contractors, LSPs, Subcontractors, and other Concessionaire Persons. All references to Engineer in these Items shall apply to MassDOT. In Item 150, all references to Consultant shall apply to Concessionaire (and its professional consultants).

Furthermore, the Concessionaire shall comply with the following:

During Construction Work, off-site temporary stockpiling of excess soil will not be permitted. Should on-site stockpiling become impractical, the Concessionaire may discuss alternative stockpiling locations with MassDOT, through preparation and submittal of a completed Service Plaza specific EMMP and completed Laydown Yard Checklist pursuant to Section 3.7.1 below. The Concessionaire's request must be fully supported by documentation of the extenuating circumstances that require off-site stockpiling; approval

of off-site stockpiling is solely at the discretion of MassDOT.

Policy Directive P-22-001 – Off-Site Stockpiling of Soil from MassDOT Construction Projects establishes a policy and procedure for managing and stockpiling soil generated from MassDOT projects when it is temporarily stockpiled at an offsite location prior to final reuse or disposal.

Policy Directive P-22-002 – Use of MassDOT Property for Staging and other Construction-Related Operations addresses the use of MassDOT property by MassDOT contractors for construction staging and other construction-related operations.

The Concessionaire acknowledges and agrees that all work associated with the above Items identified in Section 3.1 and all other work required herein are integral to the Concessionaire's Lease obligations. These Items are not separate payment items and are not part of allowance or additional compensation, but are incidental to the Construction Work. The following are intended as procedural requirements for conformance to MassDOT standard work practices and all requirements of Applicable Law.

Regulatory reference documents, include, but are not limited to, the following from MassDEP:

WSC-13-500	Similar Soils Policy	9/4/14
COMM-97-001	Reuse and Disposal of Contaminated Soils	8/15/97
COMM-15-01	Reclamation Facilities	8/28/15
BWSC-07-01	SOP Asbestos Notification & Oversight	11/15/07
WSC-00-425	Construction in Contaminated Areas	1/1/00

The Concessionaire shall comply with all of the above requirements identified in this Section 3.1.

3.2. REVIEW OF CONSTRUCTION PLANS, SEQUENCING AND ENVIRONMENTAL IMPLEMENTATION FRAMEWORK

Pursuant to Section 4.5 of Appendix E, all construction plans, sequencing, environmental implementation framework and associated schedules will be submitted to MassDOT for MassDOT conformance review and verification. This includes but is not limited to: asbestos abatement plans, lead paint abatement plans, excavated materials management plans, dewatering plans, stormwater pollution prevention plans, and all documents required by the MCP. Once approved, a technical meeting will be held between and among representatives of Concessionaire and MassDOT to discuss logistical issues with respect to any implementing site reconstruction activities and maintaining compliance with Applicable Law. In addition to the document and plan submittal review timeframes, the Concessionaire shall incorporate 5 business days into all schedules to provide for the technical review meeting, to be attended by Concessionaire's LSP and key environmental personnel and MassDOT environmental personnel.

Furthermore, for any Service Plazas with an MCP Public Involvement Plan (PIP), the Concessionaire shall provide for LSP services and timelines to include the PIP process for any work at the Service Plazas that may involve excavation, dewatering, or otherwise affect

or be affected by MCP Response Actions. This includes but is not limited to vapor barriers on new building construction, excavation, utilities, foundations, dewatering, changes to surface pavements, stormwater, infiltration, and any other aspect potentially impacting or affecting subsurface contamination conditions or warranting a review of whether such impacts may occur.

The Concessionaire acknowledges and agrees that any earthwork, excavation, or soil disturbing activities must comply with Section 2.6.3 Air Quality and Section 2.6.4 Noise. This shall include preparation of dust control plans and noise control plans prior to work, as well as implementation of those plans, including all monitoring and reporting provisions throughout the duration of the work.

3.3. ENVIRONMENTAL HEALTH AND SAFETY – CONTAMINATED AREAS

The Concessionaire shall develop health and safety procedures for working in known or suspected contaminated areas. This shall include but not be limited to the following:

3.3.1. ENVIRONMENTAL HEALTH AND SAFETY PROGRAM

Concessionaire shall prepare and implement a site-specific Environmental Health and Safety Plan (EHASP) which has been approved and stamped by a Certified Industrial Hygienist (CIH) and includes the preparer's name and work experience, as further detailed in MassDOT Specifications Item 180.01 Environmental Health and Safety Program.

The EHASP must stipulate the Personal Protective Equipment (PPE), level of protection needed for construction, air monitoring, and mitigation measures required to avoid exposure to known/suspect contaminated media.

The EHASP is subject to MassDOT's conformance review and verification.

3.3.2. PERSONAL PROTECTION LEVEL C UPGRADE

All work shall include providing appropriate personal protective equipment for all personnel in an area either containing or suspected of containing a Hazardous Substances Condition, as further detailed in Specifications Item 180.02 Personal Protection Level C Upgrade. This Special Provision is bundled with Item 180.01. Since Service Plaza sites may require a higher level of PPE, Item 180.02 has been incorporated to address those instances where PPE beyond Modified Level D is required.

3.4. ENVIRONMENTAL REQUIREMENTS DURING RENOVATION/DEMOLITION

The Concessionaire shall evaluate all site conditions prior to demolition for the potential presence of hazardous materials, including but not limited to, Asbestos, Lead Paint, PCBs, Mercury, and Treated Wood products. The Concessionaire shall follow all Applicable Law for the management and disposal of Hazardous Substances and Hazardous Materials. All work shall be performed in accordance with the Special Provisions Items listed above, including but not limited to Items 188.1 through 188.4 and 184.1.

See specific requirements in Sections 3.5 and 3.6 for lead and asbestos abatement as follows.

3.5. LEAD PAINT ABATEMENT

The Concessionaire shall evaluate site conditions related to lead-based paint (LBP) or lead-containing paint (LCP) that will be disturbed by this Project and address the proper identification, handling, removal, disposal and recycling of that material during demolition or renovation activities. Redevelopment improvements must be performed in accordance with all Applicable Law. The Concessionaire shall prepare all required work plans for Governmental Authority and/or MassDOT Conformance Review and verification.

For Lead Paint Abatement the Redevelopment Work, the Concessionaire shall perform all lead abatement in general accordance with MassDOT "General Requirements for Demolition and Work Involving Painted Steel" dated 02/06/2020 and applicable requirements stated below.

The Concessionaire is required to ensure the proper handling, disposal and/or recycling of materials suspected to contain lead that are generated during Construction Work. All work must conform with all Applicable Law.

Prior to the start of work, the Concessionaire shall submit a Lead Abatement Work Plan for Conformance Review and verification by MassDOT. The Lead Abatement Work Plan shall include at a minimum:

- Identification and qualifications of the preparers of the plan;
- Identification and qualifications of the Abatement Contractor;
- Identification and qualifications of the Abatement Monitor
- Proposed means and methods of abatement;
- Sequencing and phasing approach of the abatement and related renovation and demolition;
- Locations of air monitoring locations, personal protection measures, and protective measures for mitigating impact to the adjacent public and workers.

The Concessionaire shall provide to all workers disposable, protective clothing and personal protective equipment (PPE) appropriate to the hazard level of the work. The protective equipment and its use shall be in strict compliance with the Health and Safety Plan, Applicable Law and all appropriate regulations that address employee working conditions. Personal Protection Level C is expected for the use of respirators during the lead abatement work.

The level of protection for on-site workers will be identified in the EHASP and the Contractor shall have the capability to implement the personal protection upgrade in a timely manner. The protective equipment and its use shall be in compliance with the EHASP, Applicable Law and all appropriate regulations and/or standards for employee working conditions.

After the completion of Construction Work, the Concessionaire shall submit a Lead Abatement Completion Report to MassDOT for conformance review and verification. The Lead Abatement Completion Report shall contain at a minimum:

- A summary of the work completed, including specifics of location, materials removed, and confirmation of disposal of all wastes;
- All testing results, including air monitoring, and materials and waste analyses;
- Disposal waste manifests and receipts from the disposal facility;
- Total quantities of wastes removed, as well as indication of whether any Lead Paint remains in areas adjacent to or beyond the limits of work.

3.6. ASBESTOS MANAGEMENT AND ABATEMENT

Asbestos is regulated by the Massachusetts Department of Environmental Protection (MassDEP), Bureau of Air and Waste (BAW) regulations 310 CMR 7.15, the Massachusetts Department of Labor Services (DLS) regulations 454 CMR 28, and the Massachusetts Contingency Plan (MCP) 310 CMR 40.0000, as well as the United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61. Several Occupational Safety and Health (OSHA) standards also apply to asbestos projects, as well as United States Department of Transportation (USDOT) regulations regarding transport and labeling.

Asbestos can impact the Contract Services and Construction Work in several ways. ACM can be present in buildings to be demolished/renovated, asbestos cement pipe (ACP) can be underground, ACM insulation can be present on utilities, ACM conduit can be present in duct banks, ACM can be in buildings to be demolished or renovated, and asbestos debris can be present in soil.

MassDOT's Design Guidelines, Specifications, and Special Provisions include requirements for managing asbestos and maintaining compliance with Applicable Law. For each Service Plaza, the Concessionaire must conduct environmental due diligence pursuant to Item 154 (included within Item 150). The Concessionaire shall be responsible for the complete removal and proper disposal of all asbestos containing material prior to performing any activities which could disturb the asbestos material or produce airborne asbestos fibers. Prior to the start of any activities that may disturb ACM, the Concessionaire shall submit an Asbestos Abatement Work Plan for conformance review and approval by MassDOT. The Asbestos Abatement Work Plan shall include at a minimum:

- Identification and qualifications of the preparers of the plan;
- Identification and qualifications of the Abatement Contractor;
- Identification and qualifications of the Abatement Monitor
- Proposed means and methods of abatement;
- Sequencing and phasing approach of the abatement and related renovation and demolition; and
- Locations of air monitoring locations, personal protection measures, and protective measures for mitigating impact to the adjacent public and workers.

All work shall conform to MassDOT Standard Specifications and Special Provisions including:

> Inspection and Testing for Asbestos. All demolition work shall include the inspecting and testing of all materials suspected of containing asbestos in accordance with Specifications Item 182.1 Inspection and Testing for Asbestos.

Concessionaire shall employ the services of a Massachusetts licensed "Asbestos Inspector" to inspect the material to determine whether or not "Item 182.2 Removal of Asbestos" is required.

Sampling of soil for ACM may only be conducted with the specific written approval of MassDOT.

Removal of Asbestos. Concessionaire must perform all asbestos handling and removal work in accordance with Specifications Item 182.2 Removal of Asbestos. If asbestos is identified, the requirements of this Special Provision apply. Requirements include the following key elements:

- Compliance with all Applicable Law.
- Notifications and Governmental Approvals.
- Standard Operating Procedures.
- Submittals for MassDOT review including a written plan of action.
- Non-Traditional Asbestos Abatement Work Practice Plan (NT Plan) for asbestos debris in soil, or other abatement that requires variance from 310 CMR 7.15, such as abatement without a containment or bulk loading.

Off-site stockpiling of asbestos soils is prohibited.

Asbestos Abatement for Building Demolition and Renovations. Concessionaire shall perform all asbestos abatement for building demolition and renovation in accordance with Specifications Item 182.3 Asbestos Abatement for Building Demolition. This Special Provision describes the requirements associated with removing asbestos from a building to be demolished and includes the following key elements:

- Compliance with all Applicable Law.
- Notifications and Governmental Approvals.
- Standard Operating Procedures.
- Submittals for MassDOT review including a written plan of action.
- NT Plan for abatement that requires variance from 310 CMR 7.15, such as abatement without containment or bulk loading.
- An Asbestos Consulting Firm (ACF) must be hired independent of the Asbestos Contractor to conduct 3rd party asbestos project monitoring.

Prior to any asbestos related work, the Abatement Contractor shall seal off the entire area to anybody other than trained personnel and authorized visitors. The Abatement Contractor shall erect signs around the perimeter in accordance with EPA, OSHA, and this specification and provide 24 hour security against unauthorized entry during the abatement process. The Abatement Contractor shall maintain a log of all people entering and exiting the workplace. The Abatement Contractor will ensure all waste, including poly sheeting and personnel protective equipment (PPE) is disposed of as asbestos-containing material. The required labels shall be supplied for all plastic bags and drums utilized to transport contaminated material to the landfill. A waste manifest shall be completed prior to the waste leaving the site. Waste shall be transported by a pre-approved transporter to a licensed disposal facility allowed to accept asbestos waste. The Abatement Contractor shall send the executed waste manifest to the Concessionaire and MassDOT after execution at

the disposal facility.

After the completion of the asbestos related abatement work, the Concessionaire shall submit an Asbestos Abatement Completion Report to MassDOT for conformance review and verification. The Asbestos Abatement Completion Report shall contain at a minimum:

- A summary of the work completed, including specifics of location, materials removed, and confirmation of disposal of all wastes;
- All testing results, including air monitoring, and materials and waste analyses;
- Disposal waste manifests and receipts from the disposal facility;
- Total quantities of wastes removed, as well as indication of whether any Asbestos remains in areas adjacent to or beyond the limits of work.

Environmental submittals to address ACM must be submitted to MassDOT's subject matter experts and/or its consultants for review and approval. Submittals subject to this review include (See Item List in Section 3.1 above):

- Name, experience and DLS certification of proposed Supervisors and Foreman responsible for asbestos work - 182.2.
- Summary of workforce by disciplines and a notarized statement documenting that all proposed workers have received all required medical exams and have been properly trained and certified for asbestos removal work, respirator use and appropriate Massachusetts DLS, EPA and OSHA standards – 182.2.
- Draft sampling scope including sampling location plan.
- Written plan of action and standard operating procedures to include location and layout of decontamination areas; sequencing of asbestos work; detailed schedule of work activities by date and interface with other project activities which affect work performance; methods used to assure safety and security; worker protection and exposure monitoring; contingency and emergency evacuation procedures; detailed description of methods to be employed to control pollution; waste handling procedures - 182.2.
- Written respiratory protection program specifying level of protection intended for each operation required by the project and details of daily inspection and maintenance elements – 182.2.
- Copies of asbestos notifications – 182.2 and 182.3.
- Name, location and applicable approval certificates for primary and secondary landfill for disposal of asbestos-containing or asbestos contaminated waste – 182.2 .
- Name, address and licenses number(s) of hauler permitted to transport waste. (Submit copies of completed manifests upon disposal) – 182.2.
- Proof of certification by the Massachusetts Department of Labor Standards of the Abatement Entity – 182.3.
- Descriptions and references of similar asbestos control work, and a list of the supervisory personnel who may be assigned to this item, if awarded, including descriptions of their experience and qualifications in asbestos control work – 182.3.
- A list of equipment available to be used including a description of all Highly Efficient Particulate Air (HEPA) filtered exhaust units including make, model

number and capacity and National Institute for Occupational Safety and Health (NIOSH) certification of the respirators that will be used by the Concessionaire's workers – 182.3.

- A copy of any required asbestos removal permit(s) from the Town or City – 182.3
- Asbestos Abatement Plan – 182.3
- Non-Traditional Asbestos Abatement Work Practice Plans (NT Plans) – Required by 310 CMR 7.15 for asbestos in soil removal and disposal.

Post-Construction Work Management:

Records of asbestos abatement must be submitted to MassDOT by the Concessionaire. MassDOT maintains records of its asbestos abatement projects for a period of 30 years to comply with the most stringent requirements under Applicable Law. MassDOT complies with all closure requirements in the NT Plan, such as allowing MassDEP BAW to conduct a post-abatement inspection and sending records of the asbestos project monitor's air results, visual inspections, and waste storage requirements (WSRs) to MassDEP BAW. The Concessionaire shall similarly maintain records and allow MassDEP BAW to inspect and provide MassDEP information.

Where asbestos in soil is also being conducted under the MCP, the Concessionaire's LSP shall prepare the required closure documents, which may include an IRA Completion Statement or RAM Completion Statement and a Permanent Solution Statement. These submittals are subject to MassDOT review and may also address non-asbestos Contaminants of Concern.

3.7. EARTHWORK IN CONTAMINATED AREAS – CONSTRUCTION AND ENVIRONMENTAL SPECIFICATIONS

The Concessionaire shall complete all earthwork in contaminated areas pursuant to the following MassDOT Standard Specifications, Special Provisions, and all other Applicable Law. All work shall comply with the MCP. The following protocols apply to all Hazardous Substances Conditions, including Construction Work encountering Pre-Existing Hazardous Substances Conditions as well as New Hazardous Substances Conditions.

3.7.1. PRE-CONSTRUCTION PLANNING AND SUBMITTALS

Pursuant to Item 154 (Section 150 of Design Guide) and prior to conducting earthwork at any of the Service Plazas or underground tank areas, the Concessionaire shall complete the following for MassDOT conformance review and verification.

Prepare an assessment of potential hazardous material-related impacts in accordance with the requirements of the following:

- Section 2.4.2.5 and Appendix 2-A-7, Environmental Requirements for Preliminary (25 Percent) Design Submission of the Project Development & Design Guide, as itemized in the latest version of Environmental Review Checklist (ERC), to the MassDOT Hazardous Materials Unit for review.
- 310 CMR 40: Massachusetts Contingency Plan (MCP) and applicable Policies, Guidance, and Technical Support Documents issued by the Massachusetts

Department of Environmental Protection (MassDEP).

- Environmental Protection Agency (EPA) Toxic Substance Control Act (TSCA) and Construction Dewatering Regulations.
- Also include responses to comments from Governmental Authorities and attend meetings, as agreed upon between MassDOT and the Concessionaire's Consultant.

The hazardous materials assessment shall be submitted and include, but not be limited to, a desktop review of potential surface and subsurface impacts (soil, sediment, groundwater, and surface water) within the proposed project area, and components of above-ground and below-ground building and construction materials (including but not limited to lead-based paint, asbestos, polychlorinated biphenyls (PCBs), mercury, and preserved/treated wood). In addition to the identification of potential impacts, the assessment shall also include an analysis of impact locations and volumes of impacted media to be encountered.

The approach to be employed in the development of a Hazmat Submittal(s) and Excavated Materials Management Plan (EMMP) shall include, but not be limited to:

- Reviewing online MassDEP database search tool, MassMapper Interactive Map, aerial photographs, etc. to evaluate the presence of contamination located within and/or immediately adjacent to the proposed project excavation area.
- Evaluation of available existing geotechnical and chemical testing data (soil, groundwater, surface water, and/or sediment) and evaluation of applicable MassDEP Standards and Guidance.
- Evaluation of historic site use and fill quality using online tools, available geotechnical data, and existing boring logs.
- A locus plan showing the boundaries of any existing disposal sites and any other potential sources of oil or hazardous materials that could impact the proposed project area.
- Estimation of total project excavation, on-site reuse, and disposal quantities, cuts, fills, and reuse areas. The backup information for estimating soil quantities, including assumptions for on-site reuse etc. shall also be provided. For select projects involving a more complex scenario of hazardous materials-related impacts, MassDOT Environmental may request that the Concessionaire produce a memorandum outlining a strategy for managing expected impacts. The memorandum shall include a locus plan showing the boundaries of any existing Release Tracking Numbers (RTNs), details of reportable conditions discovered as part of sampling, applicable MCP reporting exemptions, soil management strategy, and appropriate MCP Submittal (for example, Release Abatement Measure (RAM) Plan, Immediate Response Action (IRA) Plan, Utility-Related Release Abatement Measure (URAM) Plan, etc.) that must be filed with MassDEP prior to excavation.

Note: Subsurface investigation and collection of samples for hazardous materials concerns shall not be conducted without prior review and approval from MassDOT Environmental.

The Concessionaire shall prepare the Excavated Materials Management Plan (EMMP) for each individual Service Plaza based on the following Outline and requirements for EMMP elements for MassDOT projects:

1) Project Description and Points of Contact (including LSP, Contractor, etc)
2) Soil Export and Off-site Management Needs
   a) Identify if the Project is a net fill, export, or balanced site based on design plans
   b) If soil export is required, can it be staged and managed within project limits?
   c) If soil cannot be staged within Project limits, will off-site laydown yard(s) be utilized? (if yes, completed MassDOT protocol required)
   d) Evaluate on-site soil reuse options/opportunities. The Concessionaire shall coordinate, sequence, and schedule work as required to reuse soils on-site whenever possible, before commencing off-site management/disposal.
3) Perform Hazardous Materials Due Diligence:
   a) Identify open or closed MassDEP Release Tracking Numbers (RTNs)
   b) Review regulatory history and documents including:
      i) Existing soil, groundwater, and/or sediment chemical test data
      ii) Historical regulatory filings (RAM Plans, URAMs, Permanent Solution Statements, AULs, etc.)
      iii) Federal databases (CERCLA, TSCA)
   c) Identify regulatory obligations including but not limited to:
      i) Compliance with an existing AUL
      ii) Having to file RAM, URAM, IRA, prior to start of earthwork
      iii) Is asbestos present and is NTAAWP plan/notification needed?
      iv) Are any other regulatory filings required (PCBs, listed waste, etc.)?
      v) Is the area subject to the Public Involvement Plan (PIP) process of the MCP?
4) Soil and Groundwater Sampling:
   a) Is sampling required to facilitate soil management, including on-site reuse and off-site disposal and/or compliance with MassDOT Policy Directives?
   b) Is sampling required to facilitate groundwater management?
   c) If sampling is required: Prepare and submit a draft sampling plan as Appendix A of the EMMP for MassDOT conformance review and verification. **NOTE: prior written authorization is required from MassDOT prior to sampling**.
5) Soil Management Process:
   a) Due diligence and subsurface sampling results (if available) transmitted to MassDOT
   b) Identify and draft any regulatory submittals and other regulatory closure considerations such as: RAM, URAM, IRA, NTAAWP, TSCA, Governmental Approvals, permits, etc.
   c) Identify disposal options and facilities, and prepare and submit draft facility disposal packages for MassDOT conformance review and verification.
   d) Detail soil stockpiling, segregation, tracking and labeling procedures (see also Section 3.1 above)
   e) Specify dust monitoring procedures, field action levels, and mitigation procedures
   f) Field screening procedures for health & safety, facility approval, soil reuse
   g) Soil tracking Procedures
6) Groundwater Management
   a) Determine depth to groundwater vs. maximum depth of excavation (i.e. – will groundwater be encountered?)
   b) Is groundwater contamination present (i.e. - is groundwater "Remediation Waste" under the MCP?)
   c) Identify groundwater management options based on volume, infiltration,

contaminants, schedule
   d) Identify any NAPL present or suspected.
7) Laydown Area Selection and Proposed Best Management Practices (BMPs)
   a) Submit proposed laydown area evaluation in accordance with MassDOT Policy Directives P-22-001 and P-22-002 for MassDOT DHD and DEE approval. See also Section 3.1 above.
   b) Based on the outcome of the laydown area selection, identify BMPs to be employed for soil management.
8) Required Figures
   a) Figure 1 – Project Location Map – should include proposed laydown yards (if applicable)
   b) Figure 2 – Sensitive Receptor Data (from MassGIS)
   c) Figure 3 – Proposed Sampling Locations
9) Required Appendices
   a) Appendix A: Soil and Groundwater Sampling Plan (if applicable)
   b) Appendix B: Results letter with soil and groundwater types, facilities, regulatory obligations
   c) Appendix C: Draft regulatory documents (MCP RAM's, NTAAWP, etc.)
   d) Appendix D: Laydown Yard criteria and proposed BMPs, including a completed MassDOT Laydown Yard Checklist (see attached)

Once MassDOT's conformance review and verification is complete, the Concessionaire shall implement the EMMP in accordance with all applicable Special Provision Items and MCP Regulatory requirements.

Prior to any earthwork, the Concessionaire shall prepare a Stormwater Pollution Prevention Plan (SWPPP) to address, at a minimum: silt/sediment control; precipitation containment; applicable Conservation Commission issues; and excavation infiltration, due to conditions associated with site reconstruction/improvement activities, in accordance with Section 2.2.1 above. During construction and earth-disturbing activities, the Concessionaire shall implement and comply with all requirements of the SWPPP, including monitoring, reporting, documentation, and best management practices.

Environmental submittals to address OHM in soil and groundwater are reviewed by MassDOT's subject matter experts and/or its consultant LSPs. Submittals subject to this review include:

- Environmental Health and Safety Plan (EHASP) – 180.01
- LSP Scope and Work and Services Estimate – 180.03
- Name and Qualifications of LSP - 180.03
- Excavated Materials Management Plan (EMMP) – 181.11-14
- Proposed Disposal Facilities, Permits and Licenses – 181.11-14
- Draft Sampling Plan
- Summaries of Sampling Results, Classification of Material, Disposal Options –
- 181.11-14
- Soil Disposal Packages – 181.11-14
- Bills of Lading, Material Shipping Records and Manifests – 181.11-14
- Weight Slips, Completed BOLs, Manifests – 181.11-14
- Waste Tracking Records – 181.11-14
- Excavation Dewatering Plan – 183.1

- Asbestos Abatement Plan – 182.1-182.2
- Non-Traditional Asbestos Abatement Work Practice Plans (NT Plans) – Required by 310 CMR 7.15 for asbestos in soil removal and disposal
- De-leading Submittals
- Draft Regulatory Documents (if a reporting condition is identified)
- Underground Storage Tank Removal – 185.1

3.7.2. CONSTRUCTION IN CONTAMINATED AREAS

The Concessionaire shall implement all services necessary and comply with the following MassDOT requirements:

Licensed Site Professional Services. A LSP shall be required to provide the services necessary to comply with the requirements of the MCP, as further detailed in Specifications Item 180.03 Licensed Site Professional Services. LSP services shall also be necessary to temporarily move material generated at a Service Plaza to an off-site storage location. The name and qualifications of the LSP and all environmental technicians and team members to be assigned to each Service Plaza shall be submitted to MassDOT for conformance review and verification prior to initial site activities. This Special Provision details the responsibilities of the Concessionaire's LSP during construction and includes the following key elements:

- Concessionaire shall submit the qualifications of its selected LSP and their staff at least 4 weeks prior to the start of Construction Work, to be reviewed by MassDOT to ensure the submitted qualifications meet MassDOT's specification requirements.
- The Concessionaire's LSP is responsible to comply with the MCP and all other Applicable Law and prepare the necessary submittals.
- All MCP submittals are required to be provided to MassDOT at least 30 days prior to any regulatory deadline or timeframe to allow for adequate MassDOT review (see Appendix E, Section 4.5 submittals review process).
- Work includes sampling, characterization, management, and reporting for all contaminated media as well as potentially impacted media to comply with the MCP and achieve site closure. Work includes the LSP to coordinate with MassDOT and MassDEP through MassDOT. All draft MCP submittals (including but not limited to initial notifications, status reports and closure documents) are reviewed by MassDOT and/or one of its consultants LSPs.
- The Concessionaire's LSP shall immediately report to MassDOT the presence of unknown or unexpected OHM encountered during construction and address any reporting obligations which may arise.
- At the completion of construction-related response actions, the Concessionaire's LSP prepares the associated MCP completion documents for MassDOT review prior to submittal.
    - In cases where a condition of no significant risk (NSR) is achievable/demonstrable during or immediately after the completion of Service Plaza re-construction activities, MassDOT will require the Concessionaire's LSP to achieve a Permanent Solution and prepare a Permanent Solution Statement (PSS) pursuant to the MCP. The draft PSS will be reviewed by MassDOT prior to submittal to MassDEP.

- In cases where NSR is not achievable during or immediately following construction, MassDOT may contract with an LSP to complete Response Actions. The qualified LSP may be the Concessionaire's LSP (for continuity) or an independent LSP contracted directly to MassDOT. In either case, the LSP is engaged by MassDOT to represent its interests and complete the necessary Response Actions.

- New releases (New Hazardous Substances Condition) caused by the Concessionaire, or determined to occur during the Concessionaire's management of the Service Plaza, shall be the responsibility of the Concessionaire.
  - In the case of new release conditions (New Hazardous Substances Condition), the following management responsibilities shall be the responsibility of the Concessionaire:
    - Remedial activities,
    - Submission of regulatory filings,
    - Achieving a Permanent Solution.
  - Prior to submittal of regulatory filings, the Concessionaire's LSP shall prepare and submit drafts for MassDOT conformance review and verification.

Soil and Waste Disposal. Soil to be excavated or removed from the Service Plaza shall not be assumed to be uncontaminated and must be evaluated prior to off-site management for potential contamination with petroleum and hazardous materials. No soil may be disposed of off-site without proper assessment and chemical characterization by the Concessionaire and approval from MassDOT. The Concessionaire shall make every reasonable effort to reuse soils within the specific individual Service Plaza area. Only soil that is intended for off-site disposal should be sampled *and any sampling requires prior approval from MassDOT*.

The Concessionaire's work must comply with all Applicable Law pertaining to the reporting, handling, reuse and disposal of contaminated soil and groundwater, including the Massachusetts Contingency Plan (310 CMR 40.0000) and Massachusetts Department of Environmental Protection policies and guidance.

Soils generated in conjunction with site reconstruction activities shall be evaluated to determine the applicability for on-site reuse and/or off-site disposal. No soils shall be disposed off-site without thorough evaluation, including but not limited to, chemical characterization and soil type. MassDOT reserves the right to implement field screening of excavated soils to confirm and/or make an independent determination regarding the appropriate disposition of excavated soils. Such determination by MassDOT shall not be considered a MassDOT Change or otherwise entitle the Concessionaire to a change order, additional compensation, schedule relief or any other relief. Concessionaire shall dispose of all soil and hazardous waste in accordance with Specifications Item 181.11 Disposal of Unregulated Soil, Specifications Item 181.12 Disposal of Regulated Soil in-State Facility, Specifications Item 181.13 Disposal of Regulated Soil Out-of-State Facility, and Specifications Item 181.14 Disposal of Hazardous Waste. Concessionaire shall be responsible for the proper coordination of characterization, transport and disposal, recycling or reuse of contaminated soils.

Notwithstanding anything to the contrary herein, there shall be no MassDOT

reimbursement or payment for reuse of material within the Project limits. All draft disposal packages shall be submitted to MassDOT for conformance review and verification. To the extent possible and in accordance with applicable Environmental Laws, soils that do not require treatment or recycling will be used as fill at the Service Plaza of origin. Notwithstanding the above, the soil management Special Provisions include the requirements for the Concessionaire to characterize excess soil, manage soil stockpiles, transport and dispose of soils and include the following key elements:

- Requires the Concessionaire and its LSP to characterize soil to determine the appropriate disposal category, including all sampling and analysis.
- The Concessionaire proposes specific receiving facilities for each disposal category included in the Special Provision, for MassDOT review and approval.
- The Concessionaire's LSP prepares disposal review packages including site history and analytical data for MassDOT review prior to being submitted to the selected disposal facilities.
- The Concessionaire's LSP prepares the appropriate shipping document for the excess soil (MCP Bill of Lading, Material Shipping Record, Asbestos Waste Shipment Record, or Hazardous Waste Manifest).

Treatment of Contaminated Groundwater. Concessionaire shall treat and dispose of contaminated groundwater encountered during excavation operations, including, without limitation, furnishing the materials, equipment, labor, services, testing/sampling, waste characterization, transportation, disposal, permits and agreements necessary to perform the work required for the collection, treatment and disposal of contaminated groundwater, in accordance with Specifications Item 183.1 Treatment of Contaminated Groundwater. Prior to initiating work, Concessionaire shall submit an excavation dewatering plan (as part of the EMMP) to the MassDOT that includes a detailed description of the approach to dewatering, a description of methodology for sealing the excavation to minimize infiltration of groundwater, if deemed applicable to the work, anticipated treatment, discharge points, sampling frequency, required Governmental Approvals and other permits, transporters and waste facilities complete with license numbers, permit numbers, contact person, and address and telephone number that the Concessionaire plans to utilize for waste disposal. This Special Provision requires treatment of contaminated groundwater and includes the following key elements:

- Requires the Concessionaire to collect, sample, treat, and dispose of or discharge groundwater in compliance with all Applicable Law.
- The Concessionaire is responsible for obtaining the necessary Governmental Approvals and designing the treatment system to meet permitted standards or waste facility requirements.

Disposal of Granular-Activated Carbon. Concessionaire shall dispose of used granular-activated carbon in accordance with Specifications Item 183.2 Disposal of Granular-Activated Carbon.

Off-Site Stockpiling of Soil. Concessionaire shall only be permitted to stockpile soil generated from a Service Plaza at an off-site facility with specific MassDOT approval, see Section 3.1 above.

Use of MassDOT Property for Staging. Concessionaire shall only be permitted to utilize

off-site MassDOT property for construction staging and other construction-related operations in compliance with *Section 3.1 above*.

Underground Storage Tank Removal. Concessionaire shall comply with Specifications Item 185.1 Underground Storage Tank Removal attached hereto in connection with removal of any underground storage tank. Concessionaire shall also comply with Appendix E, Section 4.12 for all UST work (removal, replacement, operations, monitoring, maintenance, etc.).

4. OPERATIONS – STORMWATER MANAGEMENT AND COMPLIANCE

The Concessionaire shall be aware of and fully comply with "Stormwater Requirements" including Applicable Laws related to drainage design including the requirements of the 2003 National Pollutant Discharge Elimination System ("NPDES") General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewers (MS4) and the anticipated [2026] Administrative Order on Consent (AOC) between EPA and MassDOT, the terms of which: (i) integrate certain requirements from the 2016 NPDES MS4 permits; and (ii) are not yet final, but will be final before execution of any lease at Service Plazas.

The Concessionaire shall, at a minimum, comply with the following requirements:

Stormwater Management System Mapping

Provide a map of the stormwater management system within the leased area, including, but not limited to:

- Stormwater discharge points (e.g., outfalls, swale ends, etc.)
- Incoming or outgoing interconnections to the leased area's drainage system
- Drainage inlets
- Conveyances (e.g., piping, drainage swales)
- Drainage manholes
- Stormwater control measures (SCMs) (e.g., surface/subsurface basins, water quality treatment devices)
- Catchment delineations to outfalls draining the leased area

The map shall denote type and material of these assets as well as provide a numbering system for the inlets and stormwater control measures, at a minimum.

Operations and Maintenance

The Concessionaire shall inspect all inlets within the leased area quarterly and clean each inlet based on the results of the inspection. Inspection results shall include:

- Inlet numbering (based on Stormwater Management System Mapping)
- Grate clogged
- Overall Condition
- Sediment level before cleaning (e.g., sump less than half full, sump half full, sump full, structure completely full)
- Signs of contamination (i.e., signs of non-stormwater input)
    - If signs of contamination are found the Concessionaire shall report this to the MassDOT Stormwater Unit at the email address listed in the annual reporting section of these requirements within 30 days of identification.
- Date of the last rain

- Inspector name/affiliation
- Inspection date
- Photo documentation of inlet on date of inspection

An inlet requires cleaning when the inspection results indicate that the sump of the structure is 50% or more full.

The Concessionaire shall inspect any SCMs (e.g., surface/subsurface basins, water quality treatment devices) on an annual basis to ensure that the stormwater control measure is functioning as intended. The inspection should include information on:

- SCM numbering (based on Stormwater Management System Mapping)
- Overall Condition
- Debris, sediment and erosion levels
- Trash accumulation
- If structures need repair/rebuilding/replacing
- Vegetation health
- Presence of nuisance woody vegetation
- Presence of standing water
- Date of the last rain
- Inspector name/affiliation
- Inspection date
- Photo documentation of SCM on date of inspection

The Concessionaire shall perform and document annual routine maintenance measures for SCMs such as mowing, sediment and trash removal, and other regular maintenance necessary to ensure functionality of the SCM.

The Concessionaire shall perform and document non-routine maintenance for SCMs, as a result of inspection results.

Annual Reporting

The Concessionaire shall submit a report annually to MassDOT's Stormwater Unit by January 30th of each year for the duration of the Term. The annual report shall contain information regarding activities of the previous calendar year and at a minimum, include the following:

- Map of the stormwater drainage system, including any changes since the previous annual report's stormwater drainage system map
- Inlet and SCM inspection records
- Summary of inlet and SCM maintenance actions

Reports shall be submitted to MassDOT's Stormwater Unit and can be submitted to the following address:

Massachusetts Department of Transportation Highway Division
Environmental Services
10 Park Plaza, Rm 7360
Boston, MA 02116

MassDOTEnvironmental@dot.state.ma.us

APPENDIX K

KEY PERSONNEL

Section 1. General

Set forth in Table 1 below are the initial Key Personnel and their roles within the Concessionaire's organization, and set forth in Table 2 below are other staff positions expected to be part of the Concessionaire's team structure.

The Concessionaire shall ensure that all Key Personnel satisfy the minimum qualification requirements set forth in this Appendix K throughout the Lease Term, unless otherwise approved by MassDOT in writing. The Operations and Maintenance Manager shall be a full-time position in accordance with Section 13.1(A) of the Lease. The Concessionaire shall ensure that all personnel identified in Table 2 satisfy the minimum qualification requirements set forth in this Appendix K at all times during which such role is being performed.

Section 2. Minimum Personnel Qualification Requirements

The Concessionaire shall ensure that the personnel assigned to the roles identified in Table 1 (Key Personnel) and Table 2 (Other Staff) meet or exceed the minimum qualification requirements set forth therein.

Table 1 – Key Personnel Minimum Personnel Qualifications					
Personnel	**Minimum Years of Relevant Experience**	**Massachusetts-based Project Experience Required (Y/N)**	**Massachusetts Licensure Required * (Y/N)**	**Applicable Period**	**Name of Initial Individual**
Key Personnel					
Project Executive	15	N	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
Finance Manager	15	N	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	

	Operations and Maintenance Manager	10	N	N	Lease Term	
	Safety Compliance Manager	10	N	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Quality Control (QC) Administrator	See Section 2.4 of Appendix E			From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Design Manager	10	Y	Y (PE)	From Commencement Date through Redevelopment Period, and during any Permitted	

					Capital Improvement Work for which such individual is required.	
	Construction Manager	10	Y	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Superintendent	10	Y	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Architect of Record	10	Y	Y (RA)	From Commencement Date through Redevelopment	

					Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Lead Civil Engineer	10	Y	Y (PE)	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Environmental Permitting Manager	10	Y	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	

Table 2 – Other Staff Minimum Personnel Qualifications						
Personnel		**Minimum Years of Relevant Experience**	**Massachusetts-based Project Experience Required (Y/N)**	**Massachusetts Licensure Required * (Y/N)**	**Applicable Period**	**Name of Initial Individual**
Other Staff						
	Design Quality Control (QC) Manager	See Section 2.4 of Appendix E			From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Construction Quality Control (QC) Manager	See Section 2.4 of Appendix E			From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Lead Geotechnical Engineer	10	Y	Y (PE)	From Commencement	

					Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Lead Structural Engineer	10	Y	Y (PE)	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Lead Mechanical, Electrical and Plumbing (MEP) Engineer	10	Y	Y (PE)	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which	

					such individual is required.	
	Lighting Designer	10	Y	Y (PE)	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Landscape Architect	10	Y	Y (RA)	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Licensed Site Professional (LSP) - Environmental	10	Y	Y (LSP)	Lease Term	
	Utility Coordinator	10	Y	Y (PE)	From Commencement Date through Redevelopment Period, and	

					during any Permitted Capital Improvement Work for which such individual is required.	
	Electric Vehicle Charging Coordinator	10	N	N	Lease Term	
	Public Outreach Coordinator	10	N	N	Lease Term	
	Document Control Engineer	10	N	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	
	Project Scheduler	10	N	N	From Commencement Date through Redevelopment Period, and during any Permitted Capital Improvement Work for which such individual is required.	

Section 3. Alternative Titles or Organizational Structures

The Concessionaire may propose alternative titles or organizational structures.

Section 4. Licensure Definitions

For purposes of this Appendix K:

- "PE" means a Professional Engineer licensed in the Commonwealth of Massachusetts.
- "RA" means a Registered Architect licensed in the Commonwealth of Massachusetts.
- "LSP" means a Licensed Site Professional licensed in the Commonwealth of Massachusetts.