

**EXHIBIT LL**

**Form of Substantial Completion Certificate**

Original signed page on file with  
VDOT

SUBSTANTIAL COMPLETION CERTIFICATE  
FOR  
[EXISTING MIDTOWN TUNNEL][EXISTING DOWNTOWN TUNNELS][NEW MIDTOWN  
TUNNEL][NEW MLK EXTENSION] *[delete as applicable]*

DATE: \_\_\_\_\_, 20\_\_

1. On the above date, SKW Constructors, a Skanska, Kiewit, Weeks JV (“DB Contractor”) has delivered this certificate of Substantial Completion (the “Substantial Completion Certificate”) of [the Existing Midtown Tunnel][the Existing Downtown Tunnels][the New Midtown Tunnel][New MLK Extension] *[delete as applicable]* (the “Project Asset”) to a duly authorized representative of Elizabeth River Crossings Opco, LLC (“Concessionaire”). The Substantial Completion Certificate is completed except for the counter-signature by an authorized representative of Concessionaire. Capitalized terms used herein that are not otherwise defined herein have the meanings set forth in that certain Design-Build Contract Relating to the Downtown Tunnel/Midtown Tunnel/MLK Extension Project, dated as of December 5, 2011 (the “Agreement”), entered by and between Concessionaire and DB Contractor.

2. DB Contractor certifies and represents that the following statements are true as of the date set forth above:

- (i) all lanes of traffic (including ramps, interchanges, overpasses, underpasses, and other crossings) set forth in the Construction Documentation are in their final configuration and available for normal and safe use and operation;
- (ii) all major safety features are installed and functional, including, as required, shoulders, guard rails, striping and delineations, concrete traffic barriers, bridge railings, cable safety systems, metal beam guard fences, safety end treatments, terminal anchor sections and crash attenuators;
- (iii) all required illumination for normal and safe use and operation is installed and functional in accordance with the Technical Requirements;
- (iv) all required signs and signals for normal and safe use and operation are installed and functional in accordance with the Technical Requirements;
- (v) the need for temporary traffic controls or for lane closures at any time has ceased (except for any then required for routine maintenance, and except for temporary lane closures in accordance with and as permitted by a Department-approved traffic management plan solely in order to complete Punch List items);
- (vi) the tolling commissioning process described in the Technical Requirements is completed, and the components of the ETTM System (other than the TMS) are completed, have passed all demonstration testing in accordance with the Construction

Documentation and the Technical Requirements (other than the Integration Acceptance Test), including demonstration of interoperability with the E-ZPass network or any successor to E-ZPass then utilized on State Highways, and are ready for normal operation; provided, however, with respect to any Project Asset for which (A) a Tolling and O&M Notice to Proceed has been issued or (B) the Department has agreed in writing pursuant to Section 9.02(a)(viii) of the CA that the conditions set forth in Section 9.02(a)(viii) of CA have been satisfied, then the conditions of this clause (vi) will be deemed satisfied;

(vii) the TMS (if any) and safety features for TMS components are installed and functional;

(viii) the DB Contractor has otherwise completed the DB Work in accordance with this Agreement, including the Technical Requirements, and with the Construction Documentation, such that the Project is in a physical condition that it can be used for normal and safe vehicular travel in all lanes and at all points of entry and exit, subject only to Punch List items;

(ix) the DB Contractor has delivered either (i) an interim lien and claim waiver, in the form of Exhibit GG to the Agreement, of the DB Contractor's liens and other claims to the extent of the most recent payment received by the DB Contractor, or (ii) written evidence of posting of a bond by the DB Contractor meeting the requirements set forth in Section 7.02(f) of the Agreement in the amount equal to the aggregate of amounts of all liens and other claims on any part of the Project Asset that remain outstanding as of the date of Substantial Completion (or, if earlier, the date of the most recent payment to the DB Contractor); and

(x) CA Substantial Completion with respect to the Project Asset has occurred under the Comprehensive Agreement as evidenced by the Department's issuance of a CA Substantial Completion Certificate thereunder with respect to the Project Asset.

3. The person signing below is duly authorized to submit this Substantial Completion Certificate to Concessionaire for and on behalf of DB Contractor.

DB CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Concessionaire to circle one (1) of the following statements, as applicable:

A. Concessionaire agrees that Substantial Completion of the applicable Project Asset has been achieved as set forth herein.

B. Concessionaire does not agree that Substantial Completion of the applicable Project Asset has been achieved for the reasons set forth below:

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CONCESSIONAIRE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_