



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
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MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD AGENDA

VDOT Central Office Auditorium
1221 East Broad Street
Richmond, Virginia 23219
April 16, 2024

10:00 a.m. or upon adjournment of the April 16, 2024, Workshop meeting.

Public Comments:

Approval of Minutes:

March 19, 2024

OFFICE OF PUBLIC PRIVATE PARTNERSHIPS: ***Presenting: Faizan Habib*** ***Director***

1. Action on Authorization for the Commissioner of Highways to Enter into an Agreement with the Maryland Department of Transportation State Highway Administration Relating to Certain Works Required in the State of Maryland for the Completion of the I-495 Express Lanes Northern Extension Project.

INFRASTRUCTURE INVESTMENT DIVISION: ***Presenting: Kimberly Pryor*** ***Division Director***

2. Action on Fiscal Years 2024-2029 Six-Year Improvement Program Transfers for February 20, 2024, through March 15, 2024.
3. Action on Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2024-2029.

SCHEDULING AND CONTRACT:

Presenting: Ben Coaker

Assistant State Construction Engineer

4. Bids.

NEW BUSINESS:

ADJOURNMENT:

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Agenda Item # 1

RESOLUTION

OF THE

COMMONWEALTH TRANSPORTATION BOARD

April 16, 2024

MOTION

Made By: Seconded By:

Action:

Title: Authorization for the Commissioner of Highways to Enter into an Agreement with the Maryland Department of Transportation State Highway Administration Relating to Certain Works Required in the State of Maryland for the Completion of the I-495 Express Lanes Northern Extension Project

WHEREAS, the Virginia Department of Transportation has entered into an existing comprehensive agreement with a developer for the design, construction, financing, operation, and maintenance of certain improvements to I-495 in Virginia (“I-495 Express Lanes Northern Extension Project”); and

WHEREAS, to complete the I-495 Express Lanes Northern Extension Project, certain works will be required to be performed in the State of Maryland, including (i) the design, construction, installation, operation, and maintenance of certain I-495 Express Lanes Northern Extension Project-related signage (the “I-495 Signage”); (ii) the installation of power and communications infrastructure to support the I-495 Signage; and (iii) the potential relocation of utilities to facilitate the I-495 Signage and its accompanying power and communications infrastructure (together, the “I-495 Signage Facilitation Work”); and

Resolution of the Board

Authorization for the Commissioner of Highways to Enter into an Agreement with the Maryland Department of Transportation State Highway Administration Relating to Certain Works Required in the State of Maryland for the Completion of the I-495 Express Lanes Northern Extension Project

April 16, 2024

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WHEREAS, Virginia, acting by and through the Virginia Department of Transportation and the State of Maryland, acting by and through the Maryland Department of Transportation State Highway Administration (“Maryland”), wish to enter into an agreement to define the duties, responsibilities, and obligations of Virginia and Maryland with respect to the I-495 Signage Facilitation Work (“I-495 NEXT Maryland Works Agreement”); and

WHEREAS, pursuant to the I-495 NEXT Maryland Works Agreement, Virginia will: (i) design, construct, and maintain the I-495 Signage and related infrastructure; (ii) bear the cost obligations relating to the installation of the I-495 Signage and associated work; (iii) obtain and maintain all governmental approvals and third party agreements as set forth in the Agreement (including NEPA-related approvals); and (iv) coordinate and perform the I-495 Signage Facilitation Work through Capital Beltway Express LLC, the developer acting as concessionaire for the I-495 Express Lanes Northern Extension Project; and

WHEREAS, pursuant to the I-495 NEXT Maryland Works Agreement, Maryland will: (i) have inspection and maintenance responsibility for two of the six signs comprising the I-495 Signage; (ii) be required to coordinate, cooperate, and provide necessary access with respect to Virginia’s performance of the I-495 Signage Facilitation Work; and (iii) have general design/construction materials review, inspection, and oversight rights with respect to the I-495 Signage Facilitation Work, with its exercise of such rights during design and construction to be at Virginia’s cost; and

WHEREAS, Va. Code § 33.2-221(B) empowers the Board to enter into all contracts and agreements with other states necessary for the proper coordination of the location, construction, maintenance, improvement, and operation of transportation systems, including the systems of state highways, with the highways of such other states.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Commissioner of Highways to enter into the I-495 NEXT Maryland Works Agreement with Maryland, substantially in the form as attached hereto as Exhibit A, with such changes and additions as the Commissioner deems necessary.

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Commonwealth Transportation Board (CTB) Decision Brief

Authorization for the Commissioner of Highways to Enter into an Agreement with the Maryland Department of Transportation State Highway Administration Relating to Certain Works Required in the State of Maryland for the Completion of the I-495 Express Lanes Northern Extension Project

Issue: Pursuant to Va. Code § 33.2-221(B), the Virginia Department of Transportation (“VDOT”) is requesting that the Commonwealth Transportation Board (the “Board”) authorize the Commissioner of Highways to enter into the attached agreement between Virginia, (acting by and through VDOT) and Maryland, (acting by and through the Maryland Department of Transportation State Highway Administration), relating to the installation of signage and associated activities or work in the State of Maryland required for the completion of VDOT’s I-495 Express Lanes Northern Extension Project (the “I-495 NEXT Maryland Works Agreement”).

Facts:

- VDOT has entered into an existing comprehensive agreement with a developer for the design, construction, financing, operation, and maintenance of certain improvements to I-495 in Virginia (“I-495 Express Lanes Northern Extension Project”).
- To complete the I-495 Express Lanes Northern Extension Project, certain works will be required to be performed in the State of Maryland, including (i) the design, construction, installation, operation, and maintenance of certain I-495 Express Lanes Northern Extension Project-related signage (the “I-495 Signage”); (ii) the installation of power and communications infrastructure to support the I-495 Signage; and (iii) the potential relocation of utilities to facilitate the I-495 Signage and its accompanying power and communications infrastructure (together, the “I-495 Signage Facilitation Work”).
- Pursuant to the I-495 NEXT Maryland Works Agreement, Virginia will: (i) design, construct, and maintain the I-495 Signage and related infrastructure; (ii) bear the cost obligations relating to the installation of the I-495 Signage and associated work; (iii) obtain and maintain all governmental approvals and third party agreements as set forth in the Agreement (including NEPA-related approvals); and (iv) coordinate and perform the I-495 Signage Facilitation Work through Capital Beltway Express LLC, the developer acting as concessionaire for the I-495 Express Lanes Northern Extension Project.
- Pursuant to the I-495 NEXT Maryland Works Agreement, Maryland will: (i) have inspection and maintenance responsibility for two of the six signs comprising the I-495 Signage; (ii) be required to coordinate, cooperate, and provide necessary access with respect to Virginia’s performance of the I-495 Signage Facilitation Work; and (iii) have general design/construction materials review, inspection, and oversight rights with respect

Decision Brief

Authorization for the Commissioner of Highways to Enter into an Agreement with the Maryland Department of Transportation State Highway Administration Relating to Certain Works Required in the State of Maryland for the Completion of the I-495 Express Lanes Northern Extension Project

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to the I-495 Signage Facilitation Work, with its exercise of such rights during design and construction to be at Virginia's cost.

Recommendations: VDOT recommends that the Board authorize the Commissioner of Highways to enter into the I-495 NEXT Maryland Works Agreement, substantially in the form attached hereto as Exhibit A, relating to certain works required in Maryland for the installation and maintenance of the I-495 Signage, with such changes and additions as the Commissioner deems necessary.

Action Required by CTB: Va. Code § 33.2-221(B) empowers the Board to enter into all contracts and agreements with other states necessary for the proper coordination of the location, construction, maintenance, improvement, and operation of transportation systems, including the systems of state highways, with the highways of such other states. A resolution authorizing the Commissioner to enter into the Agreement will be presented to the Board for its approval.

Result, if Approved: The Commissioner of Highways will be authorized to enter into the I-495 NEXT Maryland Works Agreement, attached hereto as Exhibit A, relating to the I-495 Signage Facilitation Work.

Options: Approve, Deny, or Defer

Public Comments/ Reaction: N/A

COMMONWEALTH TRANSPORTATION BOARD

April 16, 2024

**Authorization for the Commissioner of Highways to Enter into an Agreement with
the Maryland Department of Transportation State Highway Administration
Relating to Certain Works Required in the State of Maryland for the Completion of
the I-495 Express Lanes Northern Extension Project**

Exhibit A

I-495 NEXT Maryland Works Agreement

(VDOT Draft 3-4-24)

I-495 NEXT MARYLAND WORKS AGREEMENT

BETWEEN:

COMMONWEALTH OF VIRGINIA ACTING BY AND THROUGH THE VIRGINIA DEPARTMENT OF
TRANSPORTATION

AND

STATE OF MARYLAND ACTING BY AND THROUGH THE MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

DATED [●], 20[●]

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I-495 NEXT MARYLAND WORKS AGREEMENT

This I-495 NEXT Maryland Works Agreement (this "**Agreement**") is entered into as of [●], 2024, by and between:

- (1) the Commonwealth of Virginia (the "**Commonwealth**") acting by and through the Virginia Department of Transportation ("**VDOT**"); and
- (2) the State of Maryland (the "**State**") acting by and through the Maryland Department of Transportation State Highway Administration ("**MDOT**"), a modal agency of MDOT,

(each of VDOT and MDOT a "**Party**," and together the "**Parties**").

RECITALS:

- (A) VDOT has entered into an existing comprehensive agreement with a developer (the "**VDOT Comprehensive Agreement**"), for the design, construction, financing, operation, and maintenance of certain improvements to I-495 in Virginia (the "**I-495 NEXT Project**").
- (B) To complete the I-495 NEXT Project (the "**I-495 NEXT Work**"), certain works will be required to be performed in the State of Maryland, including (i) the design, construction, installation, operation, and maintenance of the signs in Appendix 2 (I-495 Next Signs Planned to be Installed in Maryland); (ii) the installation of power and communications infrastructure in Maryland to support (i); and (iii) the relocation of utilities in Maryland to facilitate the works set out in items (i) and (ii) (together, the "**I-495 Facilitation Work**").
- (C) A copy of the unapproved designs for the I-495 Facilitation Work as of the Effective Date are in Appendix 4 (VDOT Design Plans).
- (D) The Parties now wish to enter into this Agreement to define the duties, responsibilities, and obligations of the Parties with respect to the I-495 Facilitation Work.
- (E) The Parties desire to cooperate with each other in accomplishing the I-495 Facilitation Work and to enter into this Agreement to state more fully their respective aims and obligations.
- (F) Under §33.2-221(B) and §33.2-223 of the Code of Virginia, the Commissioner of Highways is authorized to execute this Agreement with MDOT to assume the duties, responsibilities, and obligations set forth in this Agreement and has obtained approval of this Agreement from the Commonwealth Transportation Board pursuant to resolution dated [●].
- (G) Under §8-204(d) of the Transportation Article of the Annotated Code of Maryland, MDOT is authorized to enter this Agreement with VDOT to assume the duties, responsibilities, and obligations set forth in this Agreement.

THE PARTIES AGREE as follows:

PART A - GENERAL

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in Appendix 1 (Definitions).

1.2 Interpretation

- (a) In this Agreement, unless otherwise stated:
- (i) headings are for convenience only and do not affect interpretation;
 - (ii) a reference to any agreement, instrument, or other document is to such agreement, instrument, or other document as amended or supplemented;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or such other agreement;
 - (iv) a reference to an Article, Section number, clause, exhibit, schedule, form, or Appendix is to the Article, Section number, clause, exhibit, schedule, form, or Appendix contained in or attached to this Agreement;
 - (v) a reference to a person includes the Person's permitted successors and assigns;
 - (vi) a reference to a singular word includes the plural and vice versa (as the context may require);
 - (vii) the words "including," "includes," and "include" mean "including, without limitation," "includes, without limitation," and "include, without limitation," respectively;
 - (viii) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay;
 - (ix) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including" and "until and including";
 - (x) a reference to "notice" or "notify" means "written notice" or "notify in writing"; and
 - (xi) a reference to "developer" refers to the developer under the VDOT Comprehensive Agreement or any replacement developer.
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.
- (c) The Parties acknowledge and agree that this Agreement has been the subject of an arm's length and careful negotiation, that each Party has been given the opportunity to

independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, if there is any ambiguity in, or dispute regarding, the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of that Party preparing this Agreement or the relevant provision.

2. **EFFECTIVE DATE**

- (a) This Agreement will become effective on the date this Agreement has been signed by both Parties (the "**Effective Date**").
- (b) VDOT and MDOT are parties to that certain Bi-State Agreement, dated November 3, 1983 (the "**1983 Bi-State Agreement**"), which governs the original widening and deck replacement and operation and maintenance of the American Legion Bridge (previously the Cabin John Bridge). Nothing in this Agreement will impact the effectiveness of the 1983 Bi-State Agreement.

3. **GENERAL OBLIGATIONS**

Each Party shall:

- (a) use reasonable efforts to assist and support the other Party with the I-495 Facilitation Work; and
- (b) comply with its obligations under this Agreement.

4. **COLLABORATION**

- (a) The Parties shall collaborate and coordinate resources with respect to the I-495 Facilitation Work, including exchanging information relating to:
 - (i) environmental studies;
 - (ii) coordination with affected jurisdictions, and federal and state agencies; and
 - (iii) any other information useful for the development and successful implementation of the I-495 Facilitation Work.
- (b) The Parties shall ensure the participation of their developers and contractors in respect of the activities under this [Article 4](#).

5. **ENVIRONMENT**

- (a) VDOT shall be responsible for obtaining all environmental permits and environmental approvals including NEPA approvals required for the I-495 Facilitation Work.
- (b) VDOT shall provide MDOT with a copy of all environmental permits and environmental approvals under [Section 5\(a\)](#) as a condition precedent to commencing the I-495 Facilitation Work.

6. **MEETINGS**

- (a) The Parties shall meet on a regular basis to coordinate the implementation of the I-495 Facilitation Work.

- (b) VDOT shall ensure that appropriate representatives from its developer (as determined by VDOT) participate in the meetings held in accordance with this Article 6.

7. **MARYLAND'S ALB & I-270 PROJECT**

- (a) The Parties acknowledge that MDOT is developing a project to make certain improvements to interstate highway in Maryland (the "**ALB & I-270 Project**"), including:
 - (i) I-495 from the vicinity of the George Washington Memorial Parkway in Virginia, across and including the American Legion Bridge to west of MD187; and
 - (ii) I-270 from its interchange with I-495 to north of its interchange with I-370, including the east and west spurs.
- (b) VDOT acknowledges and agrees that:
 - (i) VDOT was a cooperating agency for MDOT's I-495 and I-270 Managed Lanes Study that resulted in a Selected Alternative approved by the Federal Highway Administration in a Record of Decision issued on August 25, 2022 (the "**Selected Alternative**");
 - (ii) the I-495 NEXT Work has, based upon the ALB & I-270 Project materials received by VDOT from MDOT and discussions had between VDOT and MDOT, been designed and is being constructed in a manner that will allow for the tie-in for the ALB & I-270 Project as contemplated in the Selected Alternative from the I-495 and I-270 Managed Lanes Study; and
 - (iii) the I-495 Facilitation Work will be designed and constructed in a manner that:
 - (A) considers and facilitates the implementation of the ALB & I-270 Project; and
 - (B) minimizes future relocations of the I-495 Facilitation Work to the extent reasonably possible.
- (c) Despite Section 7(b), VDOT acknowledges that MDOT may require the future removal or relocation of the I-495 Facilitation Work for the ALB & I-270 Project. In such an event, the Parties shall confer and agree to the scope of such removal or relocation and any amendments to this Agreement that may be required.
- (d) The Parties acknowledge that I-495 NEXT Project is currently under construction with Service Commencement scheduled for December 2025 and MDOT is currently developing the ALB & I-270 Project. The Parties further acknowledge and agree the interface between the I-495 NEXT Project and the ALB & I-270 Project must maintain independence between tolling and operational systems. If MDOT and VDOT agree that revisions are needed to the Selected Alternative to maintain independence between tolling and operational systems, the Parties agree to collaborate to jointly develop and agree to design revisions. In doing so, MDOT and VDOT shall take all reasonable measures to not have a significant adverse impact on the safety and operations of the Selected Alternative while minimizing impacts to the surrounding community. In the event that MDOT and VDOT agree on such design revisions, MDOT shall be responsible for environmental approvals that result from such design revisions.

- (e) The Parties agree to cooperate and negotiate with the intent to enter into a new bi-state agreement with respect to the ALB & I-270 Project and tie in with the I-495 NEXT Work (the "**Bi-State Agreement**").
- (f) The Parties agree and acknowledge that the Bi-State Agreement shall set forth that the reasonable costs of VDOT design reviews and inspections for work in Virginia during the design and construction of the ALB & I-270 Project shall be paid for by MDOT. No VDOT costs will be paid by MDOT that were incurred by VDOT prior to the Effective Date.

8. **INDEMNIFICATION**

VDOT's consultants and contractors shall indemnify, hold harmless, and (if requested) defend the State of Maryland, SHA, MDTA, and all of their representatives, officers, directors, agents, contractors, and employees from all suits, actions, or claims of any character, name, or description brought forth on account of any bodily injuries or property damages received or sustained by any person, persons, or property, by or from VDOT's consultant and contractors, and their officers, agents, and employees as a result of the I-495 Facilitation Work, whether the same be due to the use of defective materials, defective workmanship, or neglect in safeguarding the work, or by or on account of any negligent act, negligent omission, neglect, or misconduct of VDOT's consultants and contractors, and their representatives, officers, agents, and employees.

PART B – ROW, AND ACCESS

9. ROW

9.1 Existing ROW

Subject to Section 7(b)(iii), the other requirements of this Agreement, and any permitting agencies or third parties, VDOT shall endeavor to perform the I-495 Facilitation Work within the Existing ROW. VDOT or its developer shall use its best efforts to minimize the need for the acquisition of property outside the Existing ROW.

9.2 Additional Privately-Owned Properties in Maryland

- (a) In the event that VDOT or its developer determines that a privately-owned property interest is required for the I-495 Facilitation Work in addition to the Existing ROW (the “**Additional Privately-Owned Properties**”), VDOT or its developer shall notify MDOT of the Additional Privately-Owned Properties it requires.
- (b) With the exception of activities conducted by MDOT pursuant to Section 9.2(g), VDOT shall perform or cause to be performed, at its cost, all activities and services to acquire the Additional Privately-Owned Property as necessary for the I-495 Facilitation Work within Maryland. VDOT (and its developer) will negotiate with each owner of any Additional Privately-Owned Property to reach settlement on the acquisition of the Additional Privately-Owned Property.
- (c) VDOT shall ensure that it and its developer comply with all MDOT and SHA policies in performing all activities and services related to the acquisition of an Additional Privately-Owned Property including compliance with the Maryland Department of Transportation State Highway Administration Office of Real Estate Operational Guidelines (https://roads.maryland.gov/ORE/ORE_Manual_FHWA_Approved.pdf) as applicable and/or as agreed upon with MDOT. VDOT shall also comply with all Applicable Laws, including Title 8, Subtitle 3 of the Transportation Article of the Annotated Code of Maryland, Title 12 of the Real Property Article of the Annotated Code of Maryland, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and any regulations thereunder.
- (d) VDOT shall ensure that all notices that are required in relation to the acquisition of an Additional Privately-Owned Property are provided to the Real Property Manager Office of Real Estate, District Three.
- (e) If VDOT is unable to reach agreement with an owner under this Section 9.2(b) within sixty (60) days following the date of delivery of an initial offer of just compensation, then VDOT may issue a written notice to MDOT requesting that MDOT undertake condemnation proceedings to the extent permitted by Applicable Law.
- (f) MDOT shall review VDOT’s request and make a determination (in its sole discretion) as to whether MDOT will commence any condemnation proceedings to the extent permitted by Applicable Law.
- (g) If MDOT agrees to acquire the Additional Property by condemnation under Section 9.2(f) it shall commence condemnation proceedings to acquire the Additional Privately-Owned Property.

- (h) VDOT shall be responsible for the Acquisition Price of any Additional Privately-Owned Property and MDOT's third party costs in relation to acquiring the Additional Privately-Owned Property.
- (i) Any Additional Privately-Owned Property acquired under this Section 9.2 must be acquired in the name of State of Maryland, MDOT State Highway Administration.

9.3 **Additional Publicly-Owned Properties in Maryland**

- (a) Subject to Section 9.4, in the event that VDOT or its developer determines that a property interest owned by a Governmental Entity, MDOT, the Maryland Transportation Authority, or the State is required for the I-495 Facilitation Work in addition to the Existing ROW (the "**Additional Publicly-Owned Property**"), VDOT or its developer shall notify MDOT of the Additional Publicly-Owned Property it requires.
- (b) MDOT shall review VDOT's request to acquire the Additional Publicly-Owned Property, and notify VDOT:
 - (i) whether or not MDOT agrees (in its sole discretion) to acquire the Additional Publicly-Owned Property; and
 - (ii) if it does agree to acquire the Additional Publicly-Owned Property, the terms and conditions that apply to MDOT's agreement (including costs and timing).
- (c) If MDOT agrees to acquire the Additional Publicly-Owned Property, and VDOT accepts MDOT's terms and conditions and requests MDOT to proceed with the acquisition of the Additional Publicly-Owned Property, VDOT shall be responsible for the Acquisition Price of the Additional Publicly-Owned Property and (to the extent permitted by law) discharging all of MDOT's obligations under its agreement with the owner including with respect to any mitigation, site improvements, modifications, or any other on-going obligations. Any Additional Publicly-Owned Property acquired under this Section 9.3 must be acquired in the name of State of Maryland, MDOT State Highway Administration.

9.4 **Additional NPS Owned ROW in Maryland**

- (a) In the event that VDOT or its developer determines that a property interest owned by the National Park Service is required for the I-495 Facilitation Work in addition to the Existing ROW (the "**Additional NPS Property**"), VDOT or its developer shall notify MDOT of the Additional NPS Property it requires.
- (b) VDOT shall be responsible for acquiring any Additional NPS Property, including any mitigation, improvements, or other work required by NPS, and shall acquire all Additional NPS Property in the name of State of Maryland, MDOT State Highway Administration. VDOT shall receive MDOT approval of the limits of Additional NPS Property to be acquired in the name of the State of Maryland, MDOT State Highway Administration.

10. **ACCESS**

- (a) Commencing upon the Effective Date, MDOT agrees to provide access to VDOT and its developer to the Existing ROW in Maryland (or, following acquisition of sufficient rights, any additional property acquired under Section 9.2, 9.3, or 9.4) as required for the I-495 Facilitation Work, provided that VDOT (or its developer) has obtained all applicable permits and approvals required to perform the I-495 Facilitation Work. MDOT shall not unreasonably interfere with or inhibit VDOT's (and its contractors' including specifically

its Developer's) ability to perform the I-495 Facilitation Work or access to the Existing ROW in Maryland (or, following acquisition of sufficient rights, any additional property acquired under Section 9.2, 9.3, or 9.4). The Parties acknowledge that there may be circumstances in which MDOT needs to take actions which interfere with or inhibit VDOT with regard to the I-495 Facilitation Work, but that do not constitute unreasonable interference, including without limitation if (i) the I-495 Facilitation Work is not being carried out in accordance with all permits, third-party agreements and applicable Maryland and MDOT design and construction specifications, and standards required in connection with the I-495 Facilitation Work; (ii) there is a safety issue related to the I-495 Facilitation Work; or (iii) there is an emergency or accident. MDOT shall, to the extent practical in the circumstances, provide prior notice to VDOT of any interference with the I-495 Facilitation Work.

- (b) MDOT will not charge VDOT a fee or seek compensation from VDOT with respect to providing access in accordance with this Article 10.

PART-C - DESIGN AND CONSTRUCTION

11. DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE LAW

VDOT shall ensure that the I-495 Facilitation Work complies with all Applicable Law and all applicable Maryland and MDOT design and construction specifications, and standards that relate to the I-495 Facilitation Work, including the latest version the Maryland Manual of Uniform Traffic Control Devices, the Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials, the Maryland Department of Transportation State Highway Administration Utility Manual and all supplemental documents, the SHA Book of Standards and the SHA Construction Guide.

12. DESIGN AND CONSTRUCTION SCHEDULES

VDOT shall provide MDOT with a schedule of key milestones regarding the delivery of the I-495 NEXT Work and the I-495 Facilitation Work no later than 10 Business Days after the Effective Date. VDOT shall regularly update the schedule of key milestones and provide MDOT with a copy of the updated schedule. No I-495 Facilitation Work shall be performed unless and until the timing of such work has been approved in writing by MDOT in accordance with Article 14.

13. DESIGN AND CONSTRUCTION COORDINATION

The Parties shall cooperate with each other with respect to any design and construction activity that may impact the I-495 Facilitation Work, including with respect to:

- (a) the roadway alignment,
- (b) drainage/storm water management facilities; and
- (c) utility relocations.

14. SUBMITTALS AND INSPECTIONS

- (a) VDOT shall be responsible for performing or causing thorough submittal reviews for completeness, accuracy, and conformity prior to submitting to MDOT.
- (b) MDOT will have the right to:
 - (i) review and approve design and construction submittals, inspections, and material testing; and
 - (ii) provide signoff for final acceptance,in each case, for any I-495 Facilitation Work in Maryland.
- (c) MDOT agrees that:
 - (i) it shall complete such review and approval within fifteen (15) Business Days beginning the Business Day after receiving such submittals from VDOT (and shall complete review of all documents that have been revised to address MDOT comments within ten (10) Business Days beginning the Business Day after receiving such submittals from VDOT, and no such approval shall be unreasonably withheld; and

- (ii) except as otherwise set forth in Section 14(c)(i), its submittal review and inspection process will be consistent with MDOT's standard submittal review and inspection process.
- (d) VDOT shall use reasonable efforts to accommodate or otherwise resolve comments received from MDOT.
- (e) The requirements in this Article 14 will apply to any changes in the design of the I-495 Facilitation Work.
- (f) As further described in Article 16 below, the requirements in this Article 14 will not apply to the Maryland Department of Transportation State Highway Administration Office of Highway Development Plan Review Division ("**PRD**") or the Maryland Department of Transportation State Highway Administration Office of Environmental Design Quality Assurance Division ("**QAD**").

15. **PERMITS AND THIRD PARTY AGREEMENTS**

- (a) VDOT shall obtain all permits and third-party agreements required in connection with the I-495 Facilitation Work.
- (b) The Parties shall cooperate with respect to any suspension, termination, amendment, or variation by MDOT or any other State government entity of any permit required for I-495 Facilitation Work in Maryland.
- (c) VDOT and MDOT shall coordinate with each other with respect to permitting activities.
- (d) Construction shall not begin on the I-495 Facilitation Work until permits (including the permits expressly referred to in Article 17 (Stormwater and Erosion and Sediment Control Permits)) and other approvals required by this Agreement or Applicable Law are obtained from MDOT or other applicable permitting authority.
- (e) VDOT shall ensure that:
 - (i) any VDOT consultant or contractor that assists in the development of a permit application, including in preparing supporting documents for a permit application, must be licensed to do work in the State of Maryland;
 - (ii) all plans and designs prepared for a permit application must be prepared under the supervision of an engineer that:
 - (A) is licensed in the State of Maryland; and
 - (B) who possesses the requisite expertise in the relevant subject area (including MDE responsible party certification (green card) and SHA ESC yellow card certification).

16. **MDOT SHA OFFICE OF HIGHWAY DEVELOPMENT PLAN REVIEW DIVISION, OFFICE OF ENVIRONMENTAL DESIGN QUALITY ASSURANCE DIVISION**

VDOT acknowledges that:

- (a) The Maryland Department of Transportation State Highway Administration Office of Highway Development Plan Review Division (the "**PRD**") and the Maryland Department of Transportation State Highway Administration Office of Environmental Design Quality

Assurance Division ("**QAD**") are entitled to act independently of MDOT in carrying out their governmental functions; and

- (b) for the purposes of any approval, consent, submittal review, inspection or comment that VDOT requests or is required to obtain from PRD or QAD, the PRD and QAD will be treated as an independent governmental entity and will not be deemed as part of MDOT.

17. **STORMWATER AND EROSION AND SEDIMENT CONTROL APPROVAL AND INSPECTION**

- (a) To facilitate the design, construction, operations, and maintenance of the I-495 Facilitation Work, VDOT is required to obtain the necessary permits and approvals under:
 - (i) MD Code Environment Article, Title 4, Subtitle 1 Sediment Control (Erosion & Sediment Control or "**E&S**"); and
 - (ii) Title 4, Subtitle 2, Stormwater Management (**SWM**) for the construction that will occur in the State of Maryland.
- (b) The E&S and SWM permits and approvals for the I-495 Facilitation Work will be issued by PRD and MDE.
- (c) VDOT shall ensure that all SWM and E&S PRD submittals are completed in accordance with the most recent version of PRD's Sediment and Stormwater Guidelines and Procedures.
- (d) The Parties acknowledge that, for PRD to issue the E&S and SWM approvals, SHA will need to act as the "owner".
- (e) All permit applications must be prepared by VDOT or its developer, and submitted to SHA, who shall then:
 - (i) sign and submit the applicable E&S and SWM application to PRD for approval; and
 - (ii) once the applicable E&S SWM approval has been approved by PRD, submit to MDE for the NPDES General Permit, if applicable.
- (f) Despite SHA signing and submitting E&S and SWM applications to PRD, VDOT acknowledges that it will remain fully responsible for all E&S and SWM permits and approvals required for the I-495 Facilitation Work.
- (g) SHA will have the right to review all E&S and SWM applications and underlying documents prior to their submittal to PRD or MDE under Section 17(e). SHA shall have fifteen (15) Business Days to review all new documents and provide comments, and ten (10) Business Days to review all documents that have been revised to address SHA comments. This process will continue until all SHA comments have been addressed.
- (h) Once all SHA comments have been addressed on E&S and SWM applications and the underlying documents, SHA shall make the submittal to PRD or MDE. VDOT shall address all comments from PRD or MDE to PRD's and MDE's satisfaction. VDOT shall anticipate and schedule for multiple reviews and revisions.
- (i) The NPDES General Permit (20-CP) from MDE for the I-495 Facilitation Work in Maryland will be required under Section 17(e)(ii) if it results in more than 1-acre of disturbance. VDOT shall ensure that all NPDES General Permit (20-CP) applications comply with the

most recent version of MDE's General Permit for Stormwater Discharge Associated with Construction Activity, which may be updated from time to time.

- (j) VDOT shall be responsible for ensuring that the I-495 Facilitation Work complies with all permit requirements.
- (k) Without limiting Article 15 (Permits and Third Party Agreements) or Article 23 (Periodic Inspections and Maintenance) of this Agreement, following the commencement of the I-495 Facilitation Work in Maryland, QAD will have the right to inspect the I-495 Facilitation Work in accordance with its delegated authority, including Section 308 requirements and SHA special provisions, and established procedures (including the OED Toolkit) which will be conducted by QAD.

18. SIGNAGE

- (a) VDOT shall lead coordination efforts and MDOT shall reasonably coordinate with VDOT respect to the installation of all signage relating to the I-495 Facilitation Work, including with respect to access, schedule, and tie-in work.
- (b) VDOT shall lead coordination efforts and MDOT shall reasonably coordinate with VDOT with respect to any signs that may need to be installed, or existing signs that may need to be replaced or relocated in Maryland. Such coordination shall include design, utility relocations, and other issues affected by the desired locations of any signs; and shall ensure that interferences, duplication, and re-work are minimized, where possible.
- (c) All new signage and related materials constructed and installed in connection with the I-495 Facilitation Work will be owned and maintained in accordance with Appendix 3 (Ownership and Maintenance Responsibility).

19. UTILITY INSTALLATION AND UTILITY RELOCATION

- (a) VDOT shall ensure that any "utility" constructed as part of the I-495 Facilitation Work ("**VDOT Utility**") complies with the requirements in the Utility Manual. For the purposes of this Article 19 "utility" will have the meaning given to that term in the Utility Manual.
- (b) Any VDOT Utility, including all signs and power and communications facilities, constructed as part of the I-495 Facilitation Work which VDOT have responsibility for inspecting and maintaining pursuant to Section 23(a) (Periodic Inspections and Maintenance during Operations and Maintenance), must be operated and maintained following completion of construction by VDOT in accordance with the Utility Manual, including the requirements of the applicable Utility Permit and Chapter 10 (Signals, Signs and Other Traffic Structures) of the Utility Manual. Any relocation of a VDOT Utility under this Section 19(b) (including, unless agreed otherwise by the Parties, any relocation required in connection with the ALB & I-270 Project) must comply with the Utility Manual and applicable Utility Permit, and will be subject to prior rights and cost responsibility as set out in the Utility Manual. The Utility Manual typically requires utility relocation at no cost to MDOT unless a utility's property interest predates MDOT's right-of-way. For the avoidance of doubt, such VDOT Utilities do not serve a "Transportation Purpose" as defined in the Utility Manual.
- (c) The Parties shall work together to identify the scope, timing, and allocation of responsibility (between VDOT and the relevant utility owner) for all utility relocations of utilities owned by Third Parties ("**3rd Party Utilities**") required for the I-495 Facilitation Work.

- (d) VDOT shall be responsible for coordinating any utility relocation of 3rd Party Utilities required in connection with the I-495 Facilitation Work including entering into utility agreements directly with utility owners in relation to any utility relocation of 3rd Party Utilities required in connection with the I-495 Facilitation Work.
- (e) VDOT shall ensure that all utility relocations under this Article 19 comply with the requirements in the MDOT Utility Manual.
- (f) MDOT shall assist VDOT and its developer to facilitate and coordinate utility relocation work of 3rd Party Utilities necessary in connection with the I-495 Facilitation Work.

20. **SITE CONDITION**

MDOT shall exercise reasonable efforts to provide all information reasonably available to it regarding known site conditions at the Existing ROW, following the prior written request from VDOT. Any information provided under this Article 20 will be provided for informational purposes only and on a non-reliance basis.

21. **RESTORATION**

VDOT shall ensure that all areas disturbed due to the I-495 Facilitation Work are restored in accordance with applicable MDOT standards and, at a minimum, to in kind or better conditions.

PART D - PERIODIC INSPECTIONS AND MAINTENANCE

22. PERIODIC INSPECTIONS AND MAINTENANCE DURING DESIGN AND CONSTRUCTION

- (a) VDOT shall be responsible for performing or causing inspections and testing necessary to ensure that the I-495 Facilitation Work conforms to MDOT requirements and standards and environmental permits and environmental approvals.
- (b) MDOT shall have the right to perform routine inspections of the I-495 Facilitation Work during construction.
- (c) The reasonable costs of MDOT design reviews and inspections for work in Maryland, including those by PRD and QAD, during the design and construction of the I-495 Facilitation Work shall be paid for by VDOT. No MDOT costs will be paid by VDOT that were incurred by MDOT prior to the Effective Date of this Agreement.
- (d) Every two weeks, VDOT shall send MDOT a schedule of construction activities that will take place over the subsequent two (2) weeks to facilitate these periodic inspections by MDOT.
- (e) VDOT will be responsible for all maintenance of the I-495 Facilitation Work during construction. All maintenance during construction must be performed in accordance with the Maryland State Highway Administration, Standard Specifications for Construction and Materials.

23. PERIODIC INSPECTIONS AND MAINTENANCE DURING OPERATIONS AND MAINTENANCE

- (a) VDOT and MDOT shall be responsible for the performance and costs of periodic inspections of, and maintenance and repairs to, the signs, sign structures, power distribution, communications, infrastructure, equipment, and any other infrastructure, equipment, and devices installed as part of the I-495 Facilitation Work as set forth in Appendix 2 I-495 NEXT Signs Planned to be Installed in Maryland and Appendix 3 (Ownership and Maintenance Responsibility).
- (b) VDOT shall be responsible for any permits and approvals required for periodic inspections, maintenance, and asset replacement during the maintenance and operation of the I-495 Facilitation Work.
- (c) VDOT shall follow SHA's Maintenance of Traffic requirements when performing inspection, maintenance, and asset replacement work in Maryland and shall contact SHA or its designee for any planned maintenance activities. This will include the requirements of the Maryland Manual on Uniform Traffic Control Devices, the Book of Standards for Highway and Incidental Structures, and the Traffic Control Permit Applicable and approval process.
- (d) For inspection and maintenance activities under this Article 23 that do not require any work on the roadway, and for shoulder closures, VDOT shall notify MDOT of any such planned maintenance activities at least five (5) Business Days in advance of the performance of the planned maintenance activities. All planned maintenance activities under this Section 23(d) will be subject to MDOT's approval and VDOT shall be responsible for obtaining Traffic Control Permit Application approvals, which shall not be unreasonably withheld.

- (e) For inspection and maintenance activities under this Article 23 that require lane closures, VDOT shall notify MDOT of any such planned maintenance activities at least ten (10) in advance of the performance of the planned maintenance activities. All planned maintenance activities under this Section 23(e) will be subject to MDOT's approval, which shall not be unreasonably withheld. It will be reasonable for MDOT to reject a request under this Section 23(e) if the proposed maintenance activities would result in a safety risk.

- (f) VDOT shall contact [the SHA Statewide Operations Center] for any emergency maintenance activities that need to occur in relation to the signs, infrastructure, equipment, and devices that were installed as part of the I-495 Facilitation Work in a timeframe less than that prescribed above.

PART E - COSTS OF THE I-495 FACILITATION WORK

24. **I-495 FACILITATION WORK COSTS**

VDOT will be responsible for all planning, design, permitting, utility, ROW, and construction costs of the I-495 Facilitation Work.

25. **RESPONSIBILITY FOR COSTS UNDER THIS AGREEMENT**

Unless expressly stated in this Agreement that one Party shall be responsible for reimbursing all or part of the costs of the other Party with respect to specific costs, each Party shall bear its own costs associated with its performance of and compliance with its obligations under this Agreement (including submittal review costs).

PART F - MISCELLANEOUS

26. INSURANCE

VDOT shall ensure that its developer and all contractors hold and maintain the insurances required under the VDOT Comprehensive Agreement and the applicable permits relating to the I-495 Facilitation Work.

27. AMENDMENTS

This Agreement may only be amended by an agreement in writing signed by the Parties.

28. DISPUTES

(a) If any dispute arises under this Agreement, the MDOT Representative and VDOT Representative shall consult in good faith to resolve the dispute. If the MDOT Representative and VDOT Representative are unable to resolve the dispute within 30 days, either the MDOT Representative or VDOT Representative may refer the dispute to the MDOT SHA Administrator and VDOT Commissioner.

(b) If a dispute is referred to the MDOT SHA Administrator and VDOT Commissioner, the MDOT SHA Administrator and VDOT Commissioner shall consult in good faith to resolve the dispute. If the MDOT SHA Administrator and VDOT Commissioner are unable to resolve the dispute within 60 days then either Party may refer the dispute to the Maryland Secretary and Virginia Secretary.

29. MUTUAL REVIEW AND TERMINATION OF AGREEMENT

The Parties agree to engage in a mutual review of this Agreement at intervals of no more than five years for the purpose of determining whether amendments, modifications, or termination of the Agreement are required or mutually desirable. The Parties agree to cooperate and negotiate any such reviews in good faith. Nothing in this provision is intended to prevent amendments or termination of this Agreement at any time outside of a periodic review contemplated herein, should both Parties mutually agree that such an amendment or termination is necessary or desirable and any such amendment or termination is set forth in writing.

30. OTHER

30.1 Performance By VDOT Contracted Parties

For avoidance of doubt, all responsibilities and obligations of VDOT allocated herein may be conducted or fulfilled by VDOT's developer under the VDOT Comprehensive Agreement, contractors, or agents.

30.2 Successors and Assigns

This Agreement is binding upon and will inure to the benefit of VDOT and MDOT and their respective successors and permitted assigns.

30.3 Limitation on Third Party Beneficiaries

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any Person not a party to this Agreement.

30.4 Notices and Communications

- (a) Notices under this Agreement must be in writing and:
- (i) delivered personally;
 - (ii) sent by certified mail, return receipt requested;
 - (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or
 - (iv) sent by email communication.
- (b) Notices under Section 30.4(a) must be sent to the following addresses (or to such other address as may from time to time be specified in writing by such Person):
- (i) If to MDOT:

Maryland Department of Transportation State Highway Administration
707 N. Calvert St.
M-LL1
Baltimore MD 21202

Attn: Jeffrey Folden
Tel: 410-637-3321
Email: jfolden1@mdot.maryland.gov
 - (ii) If to VDOT:

Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219

Attn: Bart Thrasher
Tel: 804-786-6678
Email: ba.thrasher@vdot.virginia.gov
- (c) Any notice sent personally will be deemed delivered upon receipt, if sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other Person making the delivery, and if sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission. All notices (including by email communication) delivered after **4:00 p.m. Eastern time** will be deemed delivered on the first Business Day following delivery.

30.5 Entire Agreement

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to their subject matter.

30.6 No Third Party Rights

The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, right as a third party beneficiary hereunder, or

authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposits, pursuant to the terms of this Agreement or otherwise.

30.7 **Counterparts**

- (a) This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- (b) The Parties:
 - (i) agree that delivery of an executed counterpart of a signature page of this Agreement in electronic (e.g. "pdf" or "tif") format will be effective as delivery of a manually executed counterpart of this Agreement; and
 - (ii) consent to the delivery of electronically executed counterparts under this Section 30.7.

30.8 **Sovereign Immunity**

Nothing in this Agreement shall be construed as waiving the sovereign immunity of the Commonwealth of Virginia, the State of Maryland, MDOT, nor VDOT. Notwithstanding, it is the intent of the Parties, to the extent permitted by law, to bear responsibility for any and all claims, demands, and/or liabilities arising out of or in any way relating to the acts or conduct of their own officers and employees in the performance of their duties and obligations contemplated pursuant to this Agreement.

30.9 **Subject to Appropriation**

All payment obligations of VDOT provided herein are subject to appropriation by the General Assembly of Virginia and allocation by the Commonwealth Transportation Board. All payment obligations of MDOT provided herein are subject to appropriation by the General Assembly of Maryland.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates shown below.

**Commonwealth of Virginia, Department of
Transportation**

By:

Stephen C. Brich, P.E.

Commissioner of Highways

Dated: _____

**Maryland Department of Transportation, State
Highway Administration**

Attested: _____

By:

William Pines, P.E.

Administrator, State Highway Administration

Dated: _____

Approved as to Form and Legal Sufficiency:

By:

[Name, Title]

Dated: _____

APPENDIX 1

DEFINITIONS

Capitalized terms and acronyms used in this Agreement have the meanings given in this Appendix 1 (Definitions).

"1983 Bi-State Agreement" means the agreement between MDOT and VDOT dated November 3, 1983, for the widening and deck replacement and operation and maintenance of the American Legion Bridge (previously the Cabin John Bridge).

"Acquisition Price" means the aggregate of all amounts payable to the owner with respect to the acquisition of a property whether acquired through a negotiated agreement or by condemnation proceedings.

"Agreement" is defined in the introductory paragraph.

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the I-495 Facilitation Work or any relevant Person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals.

"ALB & I-270 Project" is defined in Section 7(a) (Maryland's ALB & I-270 Project).

"Business Day" means any day that is not a Saturday, a Sunday, a State public holiday, a Commonwealth public holiday, or a federal public holiday.

"Commonwealth" is defined in the introductory paragraph.

"Effective Date" is defined in Section 2(a) (Effective Date).

"Existing ROW" means the ROW owned or controlled by MDOT as at the date of this Agreement.

"Governmental Entity" means the government of the United States of America, the State, the Commonwealth of Virginia, the cities and counties within the State of Maryland, the cities and counties within the Commonwealth of Virginia and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission, or other authority exercising executive, legislative, judicial, regulatory, administrative, or taxing functions of, or pertaining to, the government of the United States of America, the State, the Commonwealth, or the cities or counties within the State, or the cities or counties within the Commonwealth. "Governmental Entity" includes MDOT and MDTA acting in a regulatory or administrative capacity but does not include MDOT or MDTA acting in their capacity as Parties to this Agreement.

"Governmental Approval" means all approvals, permits (including lane closure permits), permissions, consents, licenses, certificates (including sales tax exemption certificates), and authorizations (whether statutory or otherwise) which are required from time to time in connection with the I-495 Facilitation Work to be issued by any Governmental Entity.

"I-495 Facilitation Work" has the meaning given to that term in Recital (B).

"I-495 NEXT Project" has the meaning given to that term in Recital (A).

"**I-495 NEXT Work**" has the meaning given to that term in Recital (B).

"**Maryland Department of the Environment**" or "**MDE**" means the independent agency responsible for protecting the environment in the State of Maryland, including reviewing and approving 20-CP General Stormwater Permits.

"**Maryland Secretary**" means the Secretary of the Maryland Department of Transportation.

"**MDOT**" is defined in the introductory paragraph.

"**MDOT Representative**" means [•].

"**MDOT SHA Administrator**" means the Administrator of the Maryland Department of Transportation State Highway Administration.

"**MDTA**" means the Maryland Transportation Authority.

"**Party**" is defined in the introductory paragraph.

"**SHA Plan Review Division**" or "**PRD**" means the independent regulatory arm of MDE responsible for reviewing and approving SWM and E&S permits submitted by SHA.

"**VDOT**" is defined in the introductory paragraph.

"**VDOT Commissioner**" means the Commissioner of Highways of the Commonwealth.

"**VDOT Comprehensive Agreement**" has the meaning given to that term in Recital (A).

"**VDOT Representative**" means [•].

"**Virginia Secretary**" means the Secretary of Transportation of the Commonwealth.

"**Utility Manual**" means the MDOT SHA "Utility Manual" issued January 20, 2021, including any subsequent issuances or revisions.

APPENDIX 2

I-495 NEXT SIGNS PLANNED TO BE INSTALLED IN MARYLAND

Sign Structure Identification Number	Sign Description	Inspections and Maintenance (Routine and Major)	Approximate Location
OH STR #OH-1 SB-GP ¹	Overhead span sign structure with 3 signs: "EXPRESS LANES ENTRANCE 1/2 MILE" advance guide sign with LEFT tab, Blue EZPass Only top cap and yellow access restriction information bottom cap 193 shield with "Georgetown Pike" and "Langley/Great Falls VA 1 MILE" advance guide sign with EXIT 44 tab "George Washington Memorial Parkway" Washington NO TRUCKS" exit direction guide sign with EXIT 43 tab and yellow exit only bottom cap	MDOT	1200 FT north of Maryland/Virginia Border Line. Approximate Station 4078+25
OH STR #OH-2 SB-GP ²	Overhead span sign structure with 2 signs: "EXPRESS LANES" DMS informational sign with LEFT tab and 495 South plaque "EXPRESS LANES" Rules-of-the-Road regulatory sign	VDOT	2000 FT north of Maryland/Virginia Border Line. Approximate Station 4069+00
OH STR #OH-3 SB-GP ¹	Overhead span sign structure with 3 signs: "EXPRESS LANES ENTRANCE 1 MILE" advance guide sign with LEFT tab, Blue EZPass Only top cap and yellow access restriction information bottom cap "George Washington Memorial Parkway" Washington NO TRUCKS ¾ Mile" advance guide sign with EXIT 43 tab "Clara Barton Pkwy" and "Carderock/Great Falls Md NO TRUCKS" exit direction sign with EXIT 41 tab	MDOT	3000 FT north of Maryland/Virginia Border Line. Approximate Station 4059+25
OH STR # OH-4 SB-GP ² (C-1)	Cantilever sign structure with 1 sign: "EXPRESS LANES" Rules-of-the-Road regulatory sign	VDOT	4700 FT north of Maryland/Virginia Border Line. Approximate Station 4042+50
OH STR #OH-5 SB-GP ²	Overhead span sign structure with 1 sign: "EXPRESS LANES" DMS pricing sign with LEFT tab and 495 South plaque	VDOT	6600 FT north of Maryland/Virginia Border Line. Approximate Station 4023+00
OH STR #OH-6 SB-GP ² (C-2)	Cantilever sign structure with 1 sign: "EXPRESS LANES ENTRANCE 2 MILE" advance guide sign with LEFT tab, Blue EZPass Only top cap and yellow access restriction information bottom cap	VDOT	8500 FT north of Maryland/Virginia Border Line.

¹ Sign structures with shared assets (signs) owned by MDOT. Express Lanes sign panels on these shared assets owned, inspected and maintained by VDOT.

² Sign structures with only Express Lanes assets (signs) owned by VDOT

APPENDIX 3

ITS AND TTMS OWNERSHIP AND MAINTENANCE RESPONSIBILITY

495 NEXT Phase I ITS and TTMS – Ownership & Maintenance Responsibility				
ITS and TTMS – Express Lanes				
Duct Bank (Power & Communications), Junction Box	VDOT	VDOT	VDOT	VDOT
ITS – Express Lanes	VDOT	VDOT	VDOT	VDOT
TMS Roadside Equipment	VDOT	VDOT	VDOT	VDOT
Cameras	VDOT	VDOT	VDOT	VDOT
ITS Poles	VDOT	VDOT	VDOT	VDOT
Power Bill	VDOT			

APPENDIX 4
VDOT DESIGN PLANS

I-495 NEXT MARYLAND WORKS AGREEMENT

BETWEEN:

COMMONWEALTH OF VIRGINIA ACTING BY AND THROUGH THE VIRGINIA DEPARTMENT OF
TRANSPORTATION

AND

STATE OF MARYLAND ACTING BY AND THROUGH THE MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

DATED [●], 20[●]

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I-495 NEXT MARYLAND WORKS AGREEMENT

This I-495 NEXT Maryland Works Agreement (this "**Agreement**") is entered into as of [●], 2024, by and between:

- (1) the Commonwealth of Virginia (the "**Commonwealth**") acting by and through the Virginia Department of Transportation ("**VDOT**"); and
- (2) the State of Maryland (the "**State**") acting by and through the Maryland Department of Transportation State Highway Administration ("**MDOT**"), a modal agency of MDOT,

(each of VDOT and MDOT a "**Party**," and together the "**Parties**").

RECITALS:

- (A) VDOT has entered into an existing comprehensive agreement with a developer (the "**VDOT Comprehensive Agreement**"), for the design, construction, financing, operation, and maintenance of certain improvements to I-495 in Virginia (the "**I-495 NEXT Project**").
- (B) To complete the I-495 NEXT Project (the "**I-495 NEXT Work**"), certain works will be required to be performed in the State of Maryland, including (i) the design, construction, installation, operation, and maintenance of the signs in Appendix 2 (I-495 Next Signs Planned to be Installed in Maryland); (ii) the installation of power and communications infrastructure in Maryland to support (i); and (iii) the relocation of utilities in Maryland to facilitate the works set out in items (i) and (ii) (together, the "**I-495 Facilitation Work**").
- (C) A copy of the unapproved designs for the I-495 Facilitation Work as of the Effective Date are in Appendix 4 (VDOT Design Plans).
- (D) The Parties now wish to enter into this Agreement to define the duties, responsibilities, and obligations of the Parties with respect to the I-495 Facilitation Work.
- (E) The Parties desire to cooperate with each other in accomplishing the I-495 Facilitation Work and to enter into this Agreement to state more fully their respective aims and obligations.
- (F) Under §33.2-221(B) and §33.2-223 of the Code of Virginia, ~~pursuant to a resolution dated [●] by the Commonwealth Transportation Board, the Commonwealth Transportation Board has approved this Agreement and~~ the Commissioner of Highways is authorized to execute this Agreement with MDOT to assume the duties, responsibilities, and obligations set forth in this Agreement and has obtained approval of this Agreement from the Commonwealth Transportation Board pursuant to resolution dated [●].
- (G) Under §8-204(d) of the Transportation Article of the Annotated Code of Maryland, MDOT is authorized to enter this Agreement with VDOT to assume the duties, responsibilities, and obligations set forth in this Agreement.

THE PARTIES AGREE as follows:

PART A - GENERAL

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in Appendix 1 (Definitions).

1.2 Interpretation

- (a) In this Agreement, unless otherwise stated:
- (i) headings are for convenience only and do not affect interpretation;
 - (ii) a reference to any agreement, instrument, or other document is to such agreement, instrument, or other document as amended or supplemented;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or such other agreement;
 - (iv) a reference to an Article, Section number, clause, exhibit, schedule, form, or Appendix is to the Article, Section number, clause, exhibit, schedule, form, or Appendix contained in or attached to this Agreement;
 - (v) a reference to a person includes the Person's permitted successors and assigns;
 - (vi) a reference to a singular word includes the plural and vice versa (as the context may require);
 - (vii) the words "including," "includes," and "include" mean "including, without limitation," "includes, without limitation," and "include, without limitation," respectively;
 - (viii) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay;
 - (ix) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including" and "until and including";
 - (x) a reference to "notice" or "notify" means "written notice" or "notify in writing"; and
 - (xi) a reference to "developer" refers to the developer under the VDOT Comprehensive Agreement or any replacement developer.
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

- (c) The Parties acknowledge and agree that this Agreement has been the subject of an arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, if there is any ambiguity in, or dispute regarding, the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of that Party preparing this Agreement or the relevant provision.

2. **EFFECTIVE DATE**

- (a) This Agreement will become effective on the date this Agreement has been signed by both Parties (the "**Effective Date**").
- (b) VDOT and MDOT are parties to that certain Bi-State Agreement, dated November 3, 1983 (the "**1983 Bi-State Agreement**"), which governs the original widening and deck replacement and operation and maintenance of the American Legion Bridge (previously the Cabin John Bridge). Nothing in this Agreement will impact the effectiveness of the 1983 Bi-State Agreement.

3. **GENERAL OBLIGATIONS**

Each Party shall:

- (a) use reasonable efforts to assist and support the other Party with the I-495 Facilitation Work; and
- (b) comply with its obligations under this Agreement.

4. **COLLABORATION**

- (a) The Parties shall collaborate and coordinate resources with respect to the I-495 Facilitation Work, including exchanging information relating to:
 - (i) environmental studies;
 - (ii) coordination with affected jurisdictions, and federal and state agencies; and
 - (iii) any other information useful for the development and successful implementation of the I-495 Facilitation Work.
- (b) The Parties shall ensure the participation of their developers and contractors in respect of the activities under this Article 4.

5. **ENVIRONMENT**

- (a) VDOT shall be responsible for obtaining all environmental permits and environmental approvals including NEPA approvals required for the I-495 Facilitation Work.
- (b) VDOT shall provide MDOT with a copy of all environmental permits and environmental approvals under Section 5(a) as a condition precedent to commencing the I-495 Facilitation Work.

6. **MEETINGS**

- (a) The Parties shall meet on a regular basis to coordinate the implementation of the I-495 Facilitation Work.
- (b) VDOT shall ensure that appropriate representatives from its developer (as determined by VDOT) participate in the meetings held in accordance with this Article 6.

7. **MARYLAND'S ALB & I-270 PROJECT**

- (a) The Parties acknowledge that MDOT is developing a project to make certain improvements to interstate highway in Maryland (the "**ALB & I-270 Project**"), including:
 - (i) I-495 from the vicinity of the George Washington Memorial Parkway in Virginia, across and including the American Legion Bridge to west of MD187; and
 - (ii) I-270 from its interchange with I-495 to north of its interchange with I-370, including the east and west spurs.
- (b) VDOT acknowledges and agrees that:
 - (i) VDOT was a cooperating agency for MDOT's I-495 and I-270 Managed Lanes Study that resulted in a Selected Alternative approved by the Federal Highway Administration in a Record of Decision issued on August 25, 2022 (the "**Selected Alternative**");
 - (ii) the I-495 NEXT Work has, based upon the ALB & I-270 Project materials received by VDOT from MDOT and discussions had between VDOT and MDOT, been designed and is being constructed in a manner that will allow for the tie-in for the ALB & I-270 Project as contemplated in the Selected Alternative from the I-495 and I-270 Managed Lanes Study; and
 - (iii) the I-495 Facilitation Work will be designed and constructed in a manner that:
 - (A) considers and facilitates the implementation of the ALB & I-270 Project; and
 - (B) minimizes future relocations of the I-495 Facilitation Work to the extent reasonably possible.
- (c) Despite Section 7(b), VDOT acknowledges that MDOT may require the future removal or relocation of the I-495 Facilitation Work for the ALB & I-270 Project. In such an event, the Parties shall confer and agree to the scope of such removal or relocation and any amendments to this Agreement that may be required.
- (d) The Parties acknowledge that I-495 NEXT Project is currently under construction with Service Commencement scheduled for December 2025 and MDOT is currently developing the ALB & I-270 Project. The Parties further acknowledge and agree the interface between the I-495 NEXT Project and the ALB & I-270 Project must maintain independence between tolling and operational systems. If MDOT and VDOT agree that revisions are needed to the Selected Alternative to maintain independence between tolling and operational systems, the Parties agree to collaborate to jointly develop and agree to design revisions. In doing so, MDOT and VDOT shall take all reasonable measures to not have a significant adverse impact on the safety and operations of the

Selected Alternative while minimizing impacts to the surrounding community. In the event that MDOT and VDOT agree on such design revisions, MDOT shall be responsible for environmental approvals that result from such design revisions.

- (e) The Parties agree to cooperate and negotiate with the intent to enter into a new bi-state agreement with respect to the ALB & I-270 Project and tie in with the I-495 NEXT Work (the "**Bi-State Agreement**").
- (f) The Parties agree and acknowledge that the Bi-State Agreement shall set forth that the reasonable costs of VDOT design reviews and inspections for work in Virginia during the design and construction of the ALB & I-270 Project shall be paid for by MDOT. No VDOT costs will be paid by MDOT that were incurred by VDOT prior to the Effective Date.

8. **INDEMNIFICATION**

VDOT's consultants and contractors shall indemnify, hold harmless, and (if requested) defend the State of Maryland, SHA, MDTA, and all of their representatives, officers, directors, agents, contractors, and employees from all suits, actions, or claims of any character, name, or description brought forth on account of any bodily injuries or property damages received or sustained by any person, persons, or property, by or from VDOT's consultant and contractors, and their officers, agents, and employees as a result of the I-495 Facilitation Work, whether the same be due to the use of defective materials, defective workmanship, or neglect in safeguarding the work, or by or on account of any negligent act, negligent omission, neglect, or misconduct of VDOT's consultants and contractors, and their representatives, officers, agents, and employees.

PART B – ROW, AND ACCESS

9. ROW

9.1 Existing ROW

Subject to Section 7(b)(iii), the other requirements of this Agreement, and any permitting agencies or third parties, VDOT shall endeavor to perform the I-495 Facilitation Work within the Existing ROW. VDOT or its developer shall use its best efforts to minimize the need for the acquisition of property outside the Existing ROW.

9.2 Additional Privately-Owned Properties in Maryland

- (a) In the event that VDOT or its developer determines that a privately-owned property interest is required for the I-495 Facilitation Work in addition to the Existing ROW (the “**Additional Privately-Owned Properties**”), VDOT or its developer shall notify MDOT of the Additional Privately-Owned Properties it requires.
- (b) With the exception of activities conducted by MDOT pursuant to Section 9.2(g), VDOT shall perform or cause to be performed, at its cost, all activities and services to acquire the Additional Privately-Owned Property as necessary for the I-495 Facilitation Work within Maryland. VDOT (and its developer) will negotiate with each owner of any Additional Privately-Owned Property to reach settlement on the acquisition of the Additional Privately-Owned Property.
- (c) VDOT shall ensure that it and its developer comply with all MDOT and SHA policies in performing all activities and services related to the acquisition of an Additional Privately-Owned Property including compliance with the Maryland Department of Transportation State Highway Administration Office of Real Estate Operational Guidelines (https://roads.maryland.gov/ORE/ORE_Manual_FHWA_Approved.pdf) as applicable and/or as agreed upon with MDOT. VDOT shall also comply with all Applicable Laws, including Title 8, Subtitle 3 of the Transportation Article of the Annotated Code of Maryland, Title 12 of the Real Property Article of the Annotated Code of Maryland, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and any regulations thereunder.
- (d) VDOT shall ensure that all notices that are required in relation to the acquisition of an Additional Privately-Owned Property are provided to the Real Property Manager Office of Real Estate, District Three.
- (e) If VDOT is unable to reach agreement with an owner under this Section 9.2(b) within sixty (60) days following the date of delivery of an initial offer of just compensation, then VDOT may issue a written notice to MDOT requesting that MDOT undertake condemnation proceedings to the extent permitted by Applicable Law.
- (f) MDOT shall review VDOT’s request and make a determination (in its sole discretion) as to whether MDOT will commence any condemnation proceedings to the extent permitted by Applicable Law.
- (g) If MDOT agrees to acquire the Additional Property by condemnation under Section 9.2(f) it shall commence condemnation proceedings to acquire the Additional Privately-Owned Property.

- (h) VDOT shall be responsible for the Acquisition Price of any Additional Privately-Owned Property and MDOT's third party costs in relation to acquiring the Additional Privately-Owned Property.
- (i) Any Additional Privately-Owned Property acquired under this Section 9.2 must be acquired in the name of State of Maryland, MDOT State Highway Administration.

9.3 **Additional Publicly-Owned Properties in Maryland**

- (a) Subject to Section 9.4, in the event that VDOT or its developer determines that a property interest owned by a Governmental Entity, MDOT, the Maryland Transportation Authority, or the State is required for the I-495 Facilitation Work in addition to the Existing ROW (the "**Additional Publicly-Owned Property**"), VDOT or its developer shall notify MDOT of the Additional Publicly-Owned Property it requires.
- (b) MDOT shall review VDOT's request to acquire the Additional Publicly-Owned Property, and notify VDOT:
 - (i) whether or not MDOT agrees (in its sole discretion) to acquire the Additional Publicly-Owned Property; and
 - (ii) if it does agree to acquire the Additional Publicly-Owned Property, the terms and conditions that apply to MDOT's agreement (including costs and timing).
- (c) If MDOT agrees to acquire the Additional Publicly-Owned Property, and VDOT accepts MDOT's terms and conditions and requests MDOT to proceed with the acquisition of the Additional Publicly-Owned Property, VDOT shall be responsible for the Acquisition Price of the Additional Publicly-Owned Property and (to the extent permitted by law) discharging all of MDOT's obligations under its agreement with the owner including with respect to any mitigation, site improvements, modifications, or any other on-going obligations. Any Additional Publicly-Owned Property acquired under this Section 9.3 must be acquired in the name of State of Maryland, MDOT State Highway Administration.

9.4 **Additional NPS Owned ROW in Maryland**

- (a) In the event that VDOT or its developer determines that a property interest owned by the National Park Service is required for the I-495 Facilitation Work in addition to the Existing ROW (the "**Additional NPS Property**"), VDOT or its developer shall notify MDOT of the Additional NPS Property it requires.
- (b) VDOT shall be responsible for acquiring any Additional NPS Property, including any mitigation, improvements, or other work required by NPS, and shall acquire all Additional NPS Property in the name of State of Maryland, MDOT State Highway Administration. VDOT shall receive MDOT approval of the limits of Additional NPS Property to be acquired in the name of the State of Maryland, MDOT State Highway Administration.

10. **ACCESS**

- (a) Commencing upon the Effective Date, MDOT agrees to provide access to VDOT and its developer to the Existing ROW in Maryland (or, following acquisition of sufficient rights, any additional property acquired under Section 9.2, 9.3, or 9.4) as required for the I-495 Facilitation Work, provided that VDOT (or its developer) has obtained all applicable permits and approvals required to perform the I-495 Facilitation Work. MDOT shall not unreasonably interfere with or inhibit VDOT's (and its contractors'

| including specifically its Developer's) ability to perform the I-495 Facilitation Work or access to the Existing ROW in Maryland (or, following acquisition of sufficient rights, any additional property acquired under Section 9.2, 9.3, or 9.4). The Parties acknowledge that there may be circumstances in which MDOT needs to take actions which interfere with or inhibit VDOT with regard to the I-495 Facilitation Work, but that do not constitute unreasonable interference, including without limitation if (i) the I-495 Facilitation Work is not being carried out in accordance with all permits, third-party agreements and applicable Maryland and MDOT design and construction specifications, and standards required in connection with the I-495 Facilitation Work; (ii) there is a safety issue related to the I-495 Facilitation Work; or (iii) there is an emergency or accident. MDOT shall, to the extent practical in the circumstances, provide prior notice to VDOT of any interference with the I-495 Facilitation Work.

- (b) MDOT will not charge VDOT a fee or seek compensation from VDOT with respect to providing access in accordance with this Article 10.

(c)

PART-C - DESIGN AND CONSTRUCTION

11. DESIGN AND CONSTRUCTION STANDARDS AND APPLICABLE LAW

VDOT shall ensure that the I-495 Facilitation Work complies with all Applicable Law and all applicable Maryland and MDOT design and construction specifications, and standards that relate to the I-495 Facilitation Work, including the latest version the Maryland Manual of Uniform Traffic Control Devices, the Maryland Department of Transportation State Highway Administration Standard Specifications for Construction and Materials, the Maryland Department of Transportation State Highway Administration Utility Manual and all supplemental documents, the SHA Book of Standards and the SHA Construction Guide.

12. DESIGN AND CONSTRUCTION SCHEDULES

VDOT shall provide MDOT with a schedule of key milestones regarding the delivery of the I-495 NEXT Work and the I-495 Facilitation Work no later than 10 Business Days after the Effective Date. VDOT shall regularly update the schedule of key milestones and provide MDOT with a copy of the updated schedule. No I-495 Facilitation Work shall be performed unless and until the timing of such work has been approved in writing by MDOT in accordance with Article 14.

13. DESIGN AND CONSTRUCTION COORDINATION

The Parties shall cooperate with each other with respect to any design and construction activity that may impact the I-495 Facilitation Work, including with respect to:

- (a) the roadway alignment,
- (b) drainage/storm water management facilities; and
- (c) utility relocations.

14. SUBMITTALS AND INSPECTIONS

- (a) VDOT shall be responsible for performing or causing thorough submittal reviews for completeness, accuracy, and conformity prior to submitting to MDOT.
- (b) MDOT will have the right to:
 - (i) review and approve design and construction submittals, inspections, and material testing; and
 - (ii) provide signoff for final acceptance,in each case, for any I-495 Facilitation Work in Maryland.
- (c) MDOT agrees that:
 - (i) it shall complete such review and approval within fifteen (15) Business Days beginning the Business Day after receiving such submittals from VDOT (and shall complete review of all documents that have been revised to address MDOT comments within ten (10) Business Days beginning the Business Day after receiving such submittals from VDOT, and no such approval shall be unreasonably withheld; and

- (ii) except as otherwise set forth in Section 14(c)(i), its submittal review and inspection process will be consistent with MDOT's standard submittal review and inspection process.
- (d) VDOT shall use reasonable efforts to accommodate or otherwise resolve comments received from MDOT.
- (e) The requirements in this Article 14 will apply to any changes in the design of the I-495 Facilitation Work.
- (f) As further described in Article 16 below, the requirements in this Article 14 will not apply to the Maryland Department of Transportation State Highway Administration Office of Highway Development Plan Review Division ("**PRD**") or the Maryland Department of Transportation State Highway Administration Office of Environmental Design Quality Assurance Division ("**QAD**").

15. **PERMITS AND THIRD PARTY AGREEMENTS**

- (a) VDOT shall obtain all permits and third-party agreements required in connection with the I-495 Facilitation Work.
- (b) The Parties shall cooperate with respect to any suspension, termination, amendment, or variation by MDOT or any other State government entity of any permit required for I-495 Facilitation Work in Maryland.
- (c) VDOT and MDOT shall coordinate with each other with respect to permitting activities.
- (d) Construction shall not begin on the I-495 Facilitation Work until permits (including the permits expressly referred to in Article 17 (Stormwater and Erosion and Sediment Control Permits)) and other approvals required by this Agreement or Applicable Law are obtained from MDOT or other applicable permitting authority.
- (e) VDOT shall ensure that:
 - (i) any VDOT consultant or contractor that assists in the development of a permit application, including in preparing supporting documents for a permit application, must be licensed to do work in the State of Maryland;
 - (ii) all plans and designs prepared for a permit application must be prepared under the supervision of an engineer that:
 - (A) is licensed in the State of Maryland; and
 - (B) who possesses the requisite expertise in the relevant subject area (including MDE responsible party certification (green card) and SHA ESC yellow card certification).

16. **MDOT SHA OFFICE OF HIGHWAY DEVELOPMENT PLAN REVIEW DIVISION, OFFICE OF ENVIRONMENTAL DESIGN QUALITY ASSURANCE DIVISION**

VDOT acknowledges that:

- (a) The Maryland Department of Transportation State Highway Administration Office of Highway Development Plan Review Division (the "**PRD**") and the Maryland Department of Transportation State Highway Administration Office of Environmental Design Quality

Assurance Division ("**QAD**") are entitled to act independently of MDOT in carrying out their governmental functions; and

- (b) for the purposes of any approval, consent, submittal review, inspection or comment that VDOT requests or is required to obtain from PRD or QAD, the PRD and QAD will be treated as an independent governmental entity and will not be deemed as part of MDOT.

17. **STORMWATER AND EROSION AND SEDIMENT CONTROL APPROVAL AND INSPECTION**

- (a) To facilitate the design, construction, operations, and maintenance of the I-495 Facilitation Work, VDOT is required to obtain the necessary permits and approvals under:
 - (i) MD Code Environment Article, Title 4, Subtitle 1 Sediment Control (Erosion & Sediment Control or "**E&S**"); and
 - (ii) Title 4, Subtitle 2, Stormwater Management (**SWM**) for the construction that will occur in the State of Maryland.
- (b) The E&S and SWM permits and approvals for the I-495 Facilitation Work will be issued by PRD and MDE.
- (c) VDOT shall ensure that all SWM and E&S PRD submittals are completed in accordance with the most recent version of PRD's Sediment and Stormwater Guidelines and Procedures.
- (d) The Parties acknowledge that, for PRD to issue the E&S and SWM approvals, SHA will need to act as the "owner".
- (e) All permit applications must be prepared by VDOT or its developer, and submitted to SHA, who shall then:
 - (i) sign and submit the applicable E&S and SWM application to PRD for approval; and
 - (ii) once the applicable E&S SWM approval has been approved by PRD, submit to MDE for the NPDES General Permit, if applicable.
- (f) Despite SHA signing and submitting E&S and SWM applications to PRD, VDOT acknowledges that it will remain fully responsible for all E&S and SWM permits and approvals required for the I-495 Facilitation Work.
- (g) SHA will have the right to review all E&S and SWM applications and underlying documents prior to their submittal to PRD or MDE under Section 17(e). SHA shall have fifteen (15) Business Days to review all new documents and provide comments, and ten (10) Business Days to review all documents that have been revised to address SHA comments. This process will continue until all SHA comments have been addressed.
- (h) Once all SHA comments have been addressed on E&S and SWM applications and the underlying documents, SHA shall make the submittal to PRD or MDE. VDOT shall address all comments from PRD or MDE to PRD's and MDE's satisfaction. VDOT shall anticipate and schedule for multiple reviews and revisions.

- (i) The NPDES General Permit (20-CP) from MDE for the I-495 Facilitation Work in Maryland will be required under Section 17(e)(ii) if it results in more than 1-acre of disturbance. VDOT shall ensure that all NPDES General Permit (20-CP) applications comply with the most recent version of MDE's General Permit for Stormwater Discharge Associated with Construction Activity, which may be updated from time to time.
- (j) VDOT shall be responsible for ensuring that the I-495 Facilitation Work complies with all permit requirements.
- (k) Without limiting Article 15 (Permits and Third Party Agreements) or Article 23 (Periodic Inspections and Maintenance) of this Agreement, following the commencement of the I-495 Facilitation Work in Maryland, QAD will have the right to inspect the I-495 Facilitation Work in accordance with its delegated authority, including Section 308 requirements and SHA special provisions, and established procedures (including the OED Toolkit) which will be conducted by QAD.

18. **SIGNAGE**

- (a) VDOT shall lead coordination efforts and MDOT shall reasonably coordinate with VDOT respect to the installation of all signage relating to the I-495 Facilitation Work, including with respect to access, schedule, and tie-in work.
- (b) VDOT shall lead coordination efforts and MDOT shall reasonably coordinate with VDOT with respect to any signs that may need to be installed, or existing signs that may need to be replaced or relocated in Maryland. Such coordination shall include design, utility relocations, and other issues affected by the desired locations of any signs; and shall ensure that interferences, duplication, and re-work are minimized, where possible.
- (c) All new signage and related materials constructed and installed in connection with the I-495 Facilitation Work will be owned and maintained in accordance with Appendix 3 (Ownership and Maintenance Responsibility).

19. **UTILITY INSTALLATION AND UTILITY RELOCATION**

- (a) VDOT shall ensure that any "utility" constructed as part of the I-495 Facilitation Work ("**VDOT Utility**") complies with the requirements in the Utility Manual. For the purposes of this Article 19 "utility" will have the meaning given to that term in the Utility Manual.
- (b) Any VDOT Utility, including all signs and power and communications facilities, constructed as part of the I-495 Facilitation Work which VDOT have responsibility for inspecting and maintaining pursuant to Section 23(a) (Periodic Inspections and Maintenance during Operations and Maintenance), must be operated and maintained following completion of construction by VDOT in accordance with the Utility Manual, including the requirements of the applicable Utility Permit and Chapter 10 (Signals, Signs and Other Traffic Structures) of the Utility Manual. Any relocation of a VDOT Utility under this Section 19(b) (including, unless agreed otherwise by the Parties, any relocation required in connection with the ALB & I-270 Project) must comply with the Utility Manual and applicable Utility Permit, and will be subject to prior rights and cost responsibility as set out in the Utility Manual. The Utility Manual typically requires utility relocation at no cost to MDOT unless a utility's property interest predates MDOT's right-of-way. For the avoidance of doubt, such VDOT Utilities do not serve a "Transportation Purpose" as defined in the Utility Manual.

- (c) The Parties shall work together to identify the scope, timing, and allocation of responsibility (between VDOT and the relevant utility owner) for all utility relocations of utilities owned by Third Parties ("**3rd Party Utilities**") required for the I-495 Facilitation Work.
- (d) VDOT shall be responsible for coordinating any utility relocation of 3rd Party Utilities required in connection with the I-495 Facilitation Work including entering into utility agreements directly with utility owners in relation to any utility relocation of 3rd Party Utilities required in connection with the I-495 Facilitation Work.
- (e) VDOT shall ensure that all utility relocations under this Article 19 comply with the requirements in the MDOT Utility Manual.
- (f) MDOT shall assist VDOT and its developer to facilitate and coordinate utility relocation work of 3rd Party Utilities necessary in connection with the I-495 Facilitation Work.

20. **SITE CONDITION**

MDOT shall exercise reasonable efforts to provide all information reasonably available to it regarding known site conditions at the Existing ROW, following the prior written request from VDOT. Any information provided under this Article 20 will be provided for informational purposes only and on a non-reliance basis.

21. **RESTORATION**

VDOT shall ensure that all areas disturbed due to the I-495 Facilitation Work are restored in accordance with applicable MDOT standards and, at a minimum, to in kind or better conditions.

PART D - PERIODIC INSPECTIONS AND MAINTENANCE

22. PERIODIC INSPECTIONS AND MAINTENANCE DURING DESIGN AND CONSTRUCTION

- (a) VDOT shall be responsible for performing or causing inspections and testing necessary to ensure that the I-495 Facilitation Work conforms to MDOT requirements and standards and environmental permits and environmental approvals.
- (b) MDOT shall have the right to perform routine inspections of the I-495 Facilitation Work during construction.
- (c) The reasonable costs of MDOT design reviews and inspections for work in Maryland, including those by PRD and QAD, during the design and construction of the I-495 Facilitation Work shall be paid for by VDOT. No MDOT costs will be paid by VDOT that were incurred by MDOT prior to the Effective Date of this Agreement.
- (d) Every two weeks, VDOT shall send MDOT a schedule of construction activities that will take place over the subsequent two (2) weeks to facilitate these periodic inspections by MDOT.
- (e) VDOT will be responsible for all maintenance of the I-495 Facilitation Work during construction. All maintenance during construction must be performed in accordance with the Maryland State Highway Administration, Standard Specifications for Construction and Materials.

23. PERIODIC INSPECTIONS AND MAINTENANCE DURING OPERATIONS AND MAINTENANCE

- (a) VDOT and MDOT shall be responsible for the performance and costs of periodic inspections of, and maintenance and repairs to, the signs, sign structures, power distribution, communications, infrastructure, equipment, and any other infrastructure, equipment, and devices installed as part of the I-495 Facilitation Work as set forth in Appendix 2 I-495 NEXT Signs Planned to be Installed in Maryland and Appendix 3 (Ownership and Maintenance Responsibility).
- (b) VDOT shall be responsible for any permits and approvals required for periodic inspections, maintenance, and asset replacement during the maintenance and operation of the I-495 Facilitation Work.
- (c) VDOT shall follow SHA's Maintenance of Traffic requirements when performing inspection, maintenance, and asset replacement work in Maryland and shall contact SHA or its designee for any planned maintenance activities. This will include the requirements of the Maryland Manual on Uniform Traffic Control Devices, the Book of Standards for Highway and Incidental Structures, and the Traffic Control Permit Applicable and approval process.
- (d) For inspection and maintenance activities under this Article 23 that do not require any work on the roadway, and for shoulder closures, VDOT shall notify MDOT of any such planned maintenance activities at least five (5) Business Days in advance of the performance of the planned maintenance activities. All planned maintenance activities under this Section 23(d) will be subject to MDOT's approval and VDOT shall be responsible for obtaining Traffic Control Permit Application approvals, which shall not be unreasonably withheld.

- |
- (e) For inspection and maintenance activities under this Article 23 that require lane closures, VDOT shall notify MDOT of any such planned maintenance activities at least ten (10) ~~Business Days~~ in advance of the performance of the planned maintenance activities. All planned maintenance activities under this Section 23(e) will be subject to MDOT's approval, which shall not be unreasonably withheld. It will be reasonable for MDOT to reject a request under this Section 23(e) if the proposed maintenance activities would result in a safety risk.

 - (f) VDOT shall contact [the SHA Statewide Operations Center] for any emergency maintenance activities that need to occur in relation to the signs, infrastructure, equipment, and devices that were installed as part of the I-495 Facilitation Work in a timeframe less than that prescribed above.

PART E - COSTS OF THE I-495 FACILITATION WORK

24. I-495 FACILITATION WORK COSTS

VDOT will be responsible for all planning, design, permitting, utility, ROW, and construction costs of the I-495 Facilitation Work.

25. RESPONSIBILITY FOR COSTS UNDER THIS AGREEMENT

Unless expressly stated in this Agreement that one Party shall be responsible for reimbursing all or part of the costs of the other Party with respect to specific costs, each Party shall bear its own costs associated with its performance of and compliance with its obligations under this Agreement (including submittal review costs).

PART F - MISCELLANEOUS

26. **INSURANCE**

VDOT shall ensure that its developer and all contractors hold and maintain the insurances required under the VDOT Comprehensive Agreement and the applicable permits relating to the I-495 Facilitation Work.

27. **AMENDMENTS**

This Agreement may only be amended by an agreement in writing signed by the Parties.

28. **DISPUTES**

(a) If any dispute arises under this Agreement, the MDOT Representative and VDOT Representative shall consult in good faith to resolve the dispute. If the MDOT Representative and VDOT Representative are unable to resolve the dispute within 30 days, either the MDOT Representative or VDOT Representative may refer the dispute to the MDOT SHA Administrator and VDOT Commissioner.

(b) If a dispute is referred to the MDOT SHA Administrator and VDOT Commissioner, the MDOT SHA Administrator and VDOT Commissioner shall consult in good faith to resolve the dispute. If the MDOT SHA Administrator and VDOT Commissioner are unable to resolve the dispute within 60 days then either Party may refer the dispute to the Maryland Secretary and Virginia Secretary.

29. **MUTUAL REVIEW AND TERMINATION OF AGREEMENT**

The Parties agree to engage in a mutual review of this Agreement at intervals of no more than five years for the purpose of determining whether amendments, modifications, or termination of the Agreement are required or mutually desirable. The Parties agree to cooperate and negotiate any such reviews in good faith. Nothing in this provision is intended to prevent amendments or termination of this Agreement at any time outside of a periodic review contemplated herein, should both Parties mutually agree that such an amendment or termination is necessary or desirable and any such amendment or termination is set forth in writing.

30. **OTHER**

30.1 **Performance By VDOT Contracted Parties**

For avoidance of doubt, all responsibilities and obligations of VDOT allocated herein may be conducted or fulfilled by VDOT's developer under the VDOT Comprehensive Agreement, contractors, or agents.

30.2 **Successors and Assigns**

This Agreement is binding upon and will inure to the benefit of VDOT and MDOT and their respective successors and permitted assigns.

30.3 **Limitation on Third Party Beneficiaries**

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any Person not a party to this Agreement.

30.4 **Notices and Communications**

- (a) Notices under this Agreement must be in writing and:
 - (i) delivered personally;
 - (ii) sent by certified mail, return receipt requested;
 - (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or
 - (iv) sent by email communication.
- (b) Notices under Section 30.4(a) must be sent to the following addresses (or to such other address as may from time to time be specified in writing by such Person):
 - (i) If to MDOT:

Maryland Department of Transportation State Highway Administration
707 N. Calvert St.
M-LL1
Baltimore MD 21202

Attn: Jeffrey Folden
Tel: 410-637-3321
Email: jfolden1@mdot.maryland.gov
 - (ii) If to VDOT:

Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219

Attn: Bart Thrasher
Tel: 804-786-6678
Email: ba.thrasher@vdot.virginia.gov
- (c) Any notice sent personally will be deemed delivered upon receipt, if sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other Person making the delivery, and if sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission. All notices (including by email communication) delivered after **4:00 p.m. Eastern time** will be deemed delivered on the first Business Day following delivery.

30.5 **Entire Agreement**

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, statements, representations, and negotiations between the Parties with respect to their subject matter.

30.6 **No Third Party Rights**

The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposits, pursuant to the terms of this Agreement or otherwise.

30.7 **Counterparts**

- (a) This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- (b) The Parties:
 - (i) agree that delivery of an executed counterpart of a signature page of this Agreement in electronic (e.g. "pdf" or "tif") format will be effective as delivery of a manually executed counterpart of this Agreement; and
 - (ii) consent to the delivery of electronically executed counterparts under this Section 30.7.

30.8 **Sovereign Immunity**

Nothing in this Agreement shall be construed as waiving the sovereign immunity of the Commonwealth of Virginia, the State of Maryland, MDOT, nor VDOT. Notwithstanding, it is the intent of the Parties, to the extent permitted by law, to bear responsibility for any and all claims, demands, and/or liabilities arising out of or in any way relating to the acts or conduct of their own officers and employees in the performance of their duties and obligations contemplated pursuant to this Agreement.

30.9 **Subject to Appropriation**

All payment obligations of VDOT provided herein are subject to appropriation by the General Assembly of Virginia and allocation by the Commonwealth Transportation Board. All payment obligations of MDOT provided herein are subject to appropriation by the General Assembly of Maryland.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates shown below.

**Commonwealth of Virginia, Department of
Transportation**

By:

Stephen C. Brich, P.E.

Commissioner of Highways

Dated: _____

**Maryland Department of Transportation, State
Highway Administration**

Attested: _____ By:

William Pines, P.E.
Administrator, State Highway Administration

Dated: _____

Approved as to Form and Legal Sufficiency:

By: _____
[Name, Title]

Dated: _____

APPENDIX 1

DEFINITIONS

Capitalized terms and acronyms used in this Agreement have the meanings given in this Appendix 1 (Definitions).

"1983 Bi-State Agreement" means the agreement between MDOT and VDOT dated November 3, 1983, for the widening and deck replacement and operation and maintenance of the American Legion Bridge (previously the Cabin John Bridge).

"Acquisition Price" means the aggregate of all amounts payable to the owner with respect to the acquisition of a property whether acquired through a negotiated agreement or by condemnation proceedings.

"Agreement" is defined in the introductory paragraph.

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the I-495 Facilitation Work or any relevant Person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals.

"ALB & I-270 Project" is defined in Section 7(a) (Maryland's ALB & I-270 Project).

"Business Day" means any day that is not a Saturday, a Sunday, a State public holiday, a Commonwealth public holiday, or a federal public holiday.

"Commonwealth" is defined in the introductory paragraph.

"Effective Date" is defined in Section 2(a) (Effective Date).

"Existing ROW" means the ROW owned or controlled by MDOT as at the date of this Agreement.

"Governmental Entity" means the government of the United States of America, the State, the Commonwealth of Virginia, the cities and counties within the State of Maryland, the cities and counties within the Commonwealth of Virginia and any other agency, or subdivision of any of the foregoing, including any federal, state, or municipal government, and any court, agency, special district, commission, or other authority exercising executive, legislative, judicial, regulatory, administrative, or taxing functions of, or pertaining to, the government of the United States of America, the State, the Commonwealth, or the cities or counties within the State, or the cities or counties within the Commonwealth. "Governmental Entity" includes MDOT and MDTA acting in a regulatory or administrative capacity but does not include MDOT or MDTA acting in their capacity as Parties to this Agreement.

"Governmental Approval" means all approvals, permits (including lane closure permits), permissions, consents, licenses, certificates (including sales tax exemption certificates), and authorizations (whether statutory or otherwise) which are required from time to time in connection with the I-495 Facilitation Work to be issued by any Governmental Entity.

"I-495 Facilitation Work" has the meaning given to that term in Recital (B).

"I-495 NEXT Project" has the meaning given to that term in Recital (A).

"**I-495 NEXT Work**" has the meaning given to that term in Recital (B).

"**Maryland Department of the Environment**" or "**MDE**" means the independent agency responsible for protecting the environment in the State of Maryland, including reviewing and approving 20-CP General Stormwater Permits.

"**Maryland Secretary**" means the Secretary of the Maryland Department of Transportation.

"**MDOT**" is defined in the introductory paragraph.

"**MDOT Representative**" means [•].

"**MDOT SHA Administrator**" means the Administrator of the Maryland Department of Transportation State Highway Administration.

"**MDTA**" means the Maryland Transportation Authority.

"**Party**" is defined in the introductory paragraph.

"**SHA Plan Review Division**" or "**PRD**" means the independent regulatory arm of MDE responsible for reviewing and approving SWM and E&S permits submitted by SHA.

"**VDOT**" is defined in the introductory paragraph.

"**VDOT Commissioner**" means the Commissioner of Highways of the Commonwealth.

"**VDOT Comprehensive Agreement**" has the meaning given to that term in Recital (A).

"**VDOT Representative**" means [•].

"**Virginia Secretary**" means the Secretary of Transportation of the Commonwealth.

"**Utility Manual**" means the MDOT SHA "Utility Manual" issued January 20, 2021, including any subsequent issuances or revisions.

APPENDIX 2

I-495 NEXT SIGNS PLANNED TO BE INSTALLED IN MARYLAND

Sign Structure Identification Number	Sign Description	Inspections and Maintenance (Routine and Major)	Approximate Location
OH STR #OH-1 SB-GP ¹	Overhead span sign structure with 3 signs: "EXPRESS LANES ENTRANCE 1/2 MILE" advance guide sign with LEFT tab, Blue EZPass Only top cap and yellow access restriction information bottom cap 193 shield with "Georgetown Pike" and "Langley/Great Falls VA 1 MILE" advance guide sign with EXIT 44 tab "George Washington Memorial Parkway" Washington NO TRUCKS" exit direction guide sign with EXIT 43 tab and yellow exit only bottom cap	MDOT	1200 FT north of Maryland/Virginia Border Line. Approximate Station 4078+25
OH STR #OH-2SB-GP ²	Overhead span sign structure with 2 signs: "EXPRESS LANES" DMS informational sign with LEFT tab and 495 South plaque "EXPRESS LANES" Rules-of-the-Road regulatory sign	VDOT	2000 FT north of Maryland/Virginia Border Line. Approximate Station 4069+00
OH STR #OH-3 SB-GP ¹	Overhead span sign structure with 3 signs: "EXPRESS LANES ENTRANCE 1 MILE" advance guide sign with LEFT tab, Blue EZPass Only top cap and yellow access restriction information bottom cap "George Washington Memorial Parkway" Washington NO TRUCKS ¾ Mile" advance guide sign with EXIT 43 tab "Clara Barton Pkwy" and "Carderock/Great Falls Md NO TRUCKS" exit direction sign with EXIT 41 tab	MDOT	3000 FT north of Maryland/Virginia Border Line. Approximate Station 4059+25
OH STR # OH-4 SB-GP ² (C-1)	Cantilever sign structure with 1 sign: "EXPRESS LANES" Rules-of-the-Road regulatory sign	VDOT	4700 FT north of Maryland/Virginia Border Line. Approximate Station 4042+50
OH STR #OH-5 SB-GP ²	Overhead span sign structure with 1 sign: "EXPRESS LANES" DMS pricing sign with LEFT tab and 495 South plaque	VDOT	6600 FT north of Maryland/Virginia Border Line. Approximate Station 4023+00
OH STR #OH-6 SB-GP ² (C-2)	Cantilever sign structure with 1 sign: "EXPRESS LANES ENTRANCE 2 MILE" advance guide sign with LEFT tab, Blue EZPass Only top cap and yellow access restriction information bottom cap	VDOT	8500 FT north of Maryland/Virginia Border Line.

¹ Sign structures with shared assets (signs) owned by MDOT. Express Lanes sign panels on these shared assets owned, inspected and maintained by VDOT.

² Sign structures with only Express Lanes assets (signs) owned by VDOT

APPENDIX 3

ITS AND TTMS OWNERSHIP AND MAINTENANCE RESPONSIBILITY

495 NEXT Phase I ITS and TTMS – Ownership & Maintenance Responsibility				
ITS and TTMS – Express Lanes				
Duct Bank (Power & Communications), Junction Box	VDOT	VDOT	VDOT	VDOT
ITS – Express Lanes	VDOT	VDOT	VDOT	VDOT
TMS Roadside Equipment	VDOT	VDOT	VDOT	VDOT
Cameras	VDOT	VDOT	VDOT	VDOT
ITS Poles	VDOT	VDOT	VDOT	VDOT
Power Bill	VDOT			

APPENDIX 4
VDOT DESIGN PLANS

Document comparison by Workshare Compare on Monday, April 8, 2024
12:28:26 PM

Input:	
Document 1 ID	iManage://DMSFIRM/DMFIRM/410823007/13
Description	#410823007v13<DMFIRM> - VDOT NEXT - Maryland Works Agreement (VDOT 3-4-24)
Document 2 ID	file://C:\Users\parks\Desktop\VDOT NEXT - Maryland Works Agreement (VDOT 3-11-24) DMFIRM_410823007(14) (2).DOCX
Description	VDOT NEXT - Maryland Works Agreement (VDOT 3-11-24) DMFIRM_410823007(14) (2)
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	8
Moved from	1
Moved to	1
Style changes	0
Format changes	0

Total changes	17
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COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
Fax: (804) 786-2940

Agenda item # 2

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

April 16, 2024

MOTION

Made By: _____ Seconded By: _____

Action: _____

**Title: FY2024-2029 Six-Year Improvement Program Transfers
For February 20, 2024 through March 15, 2024**

WHEREAS, Section 33.2-214(B) of the *Code of Virginia* requires the Commonwealth Transportation Board (Board) to adopt by July 1st of each year a Six-Year Improvement Program (Program) of anticipated projects and programs. After due consideration, the Board adopted a Fiscal Years 2024-2029 Program on June 21, 2023; and

WHEREAS, the Board authorized the Commissioner, or his designee, to make transfers of allocations programmed to projects in the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project; and

Total Cost Estimate	Threshold
<\$5 million	up to a 20% increase in total allocations
\$5 million to \$10 million	up to a \$1 million increase in total allocations
>\$10 million	up to a 10% increase in total allocations up to a maximum of \$5 million increase in total allocations

WHEREAS, the Board directed that (a) the Commissioner shall notify the Board on a monthly basis should such transfers or allocations be made; and (b) the Commissioner shall bring

Resolution of the Board
FY2024-2029 Six-Year Improvement Program Transfers
for February 20, 2024 through March 15, 2024
April 16, 2024
Page 2 of 2

requests for transfers of allocations exceeding the established thresholds to the Board on a monthly basis for its approval prior to taking any action to record or award such action; and

WHEREAS, the Board is being presented a list of the transfers exceeding the established thresholds attached to this resolution and agrees that the transfers are appropriate.

NOW THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board, that the attached list of transfer requests exceeding the established thresholds is approved and the specified funds shall be transferred to the recipient project(s) as set forth in the attached list to meet the Board's statutory requirements and policy goals.

###

CTB Decision Brief

FY2024-2029 Six-Year Improvement Program Transfers February 20, 2024 through March 15, 2024

Issue: Each year the Commonwealth Transportation Board (CTB) must adopt a Six-Year Improvement Program (Program) in accordance with statutes and federal regulations. Throughout the year, it may become necessary to transfer funds between projects to have allocations available to continue and/or initiate projects and programs adopted in the Program.

Facts: On June 21, 2023, the CTB granted authority to the Commissioner of Highways (Commissioner), or his designee, to make transfers of allocations programmed to projects in the approved Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 (the Program) to release funds no longer needed for the delivery of the projects and to provide additional allocations to support the delivery of eligible projects in the Program consistent with Commonwealth Transportation Board priorities for programming funds, federal/state eligibility requirements, and according to the following thresholds based on the recipient project:

Total Cost Estimate	Threshold
<\$5 million	up to a 20% increase in total allocations
\$5 million to \$10 million	up to a \$1 million increase in total allocations
>\$10 million	up to a 10% increase in total allocations up to a maximum of \$5 million increase in total allocations

In addition, the CTB resolved that the Commissioner should bring requests for transfers of allocations exceeding the established thresholds to the CTB on a monthly basis for its approval prior to taking any action to record or award such action.

The CTB will be presented with a resolution for formal vote to approve the transfer of funds exceeding the established thresholds. The list of transfers from February 20, 2024 through March 15, 2024 is attached.

Recommendations: VDOT recommends the approval of the transfers exceeding the established thresholds from donor projects to projects that meet the CTB's statutory requirements and policy goals.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to adopt changes to the Program that include transfers of allocated funds exceeding the established thresholds from donor projects to projects that meet the CTB's statutory requirements and policy goals.

Result, if Approved: If approved, the funds will be transferred from the donor projects to projects that meet the CTB's statutory requirements and policy goals.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
1	Statewide	STATEWIDE SYIP UPDATE BALANCE ENTRY	T1179	Bristol	#BF Bridge Rehab I-77 Over Rte. 52 (Fed ID 03008 & 03010)	121246	Bridge Formula Allocation-Federal (CFB700), Bridge Formula Allocation-Soft Match (CFB701)	\$1,868,724	\$3,048,724	\$3,048,724	> 100%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the Statewide SYIP Balance Entry line item to a scheduled project.
2	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Bristol	Two-Lane Rural Roads Signing and Marketing Improv Contract 1	124828	VA Safety State - State (CS3SS0)	\$52,000	\$52,000	\$52,000	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
3	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Bristol	Two-Lane Rural Roads Signing and Marketing Improv Contract 2	124829	VA Safety State - State (CS3SS0)	\$3,000,000	\$3,000,000	\$3,000,000	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
4	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Bristol	Two-Lane Rural Roads Rumble Strip Improv Contract 3	124830	VA Safety State - State (CS3SS0)	\$8,500,000	\$8,500,000	\$8,500,000	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
5	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Bristol	Two-Lane Rural Roads Shoulder Widening/Improv Contract 4	124831	VA Safety State - State (CS3SS0)	\$10,090,296	\$10,090,296	\$10,090,296	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
6	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Culpeper	#OTHERINT - I-66 - CCTV CAMERA	120454	Other Interstate Corridor Funds - State (CS9199)	\$125,791	\$200,000	\$200,000	> 100%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Interstate Corridor Improvement Program Balance Entry line item to fund an underway project.
7	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	SIGNAL REBUILD AT ROUTES 250/240/635	122879	VA Safety HRRR - Softmatch (CF3HR1), VA Safety HRRR - Federal (CF3HR0)	\$230,000	\$880,000	\$880,000	35.4%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
8	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	Safety Improvements - Roadway Signage Installations	T28870	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1), VA Safety State - State (CS3SS0)	\$3,809,552	\$3,809,552	\$3,809,552	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
9	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	Safety Improvements - Pavement Marking/Marker Installations	T28872	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1), VA Safety State - State (CS3SS0)	\$5,359,507	\$5,359,507	\$5,359,507	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
10	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	Safety Improvements - High Friction Surface Treatment	T28879	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1), VA Safety State - State (CS3SS0)	\$6,211,443	\$6,211,443	\$6,211,443	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
11	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Culpeper	Safety Improvements - Rumble Strips Installation	T28880	VA Safety HSIP - Federal (CF3HS0), VA Safety HSIP - Softmatch (CF3HS1), VA Safety State - State (CS3SS0)	\$231,613	\$231,613	\$231,613	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
12	Fredericksburg	RIVERSIDE MANOR CONNECTOR -- SIDEWALKS	113838	Fredericksburg	PEDESTRIAN SIGNAL INSTALL - FALL HILL AVE / CARL SILVER PKWY	124382	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$25,542	\$75,447	\$75,447	51.2%	Transfer of surplus funds recommended by District and Traffic Operations Division from an underway project to a scheduled project.
13	Hampton Roads	AIR TERMINAL INTERCHANGE - INTERMODAL CONNECTOR - WESTERN	59175	Hampton Roads	ERC I-264 Noise Barriers	117033	Access PTF (CNS246)	\$6,637,319	\$30,035,388	\$33,556,099	28.4%	Transfer of surplus funds recommended by District from a scheduled project to fund a scheduled project.
14	Statewide	STATEWIDE HIGHWAY SAFETY BALANCE ENTRY	70700	Hampton Roads	Hampton Roads HSIP Two-Lane Rural Roads - Phase 1	124834	VA Safety State - State (CS3SS0)	\$9,032,597	\$9,032,597	\$9,032,597	100.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Highway Safety Balance Entry line item to a scheduled project.
15	Northern Virginia	ROADBED RECONSTRUCTION - FAIRFAX CITY FY24	119674	Northern Virginia	JUDICIAL TRAIL CONNECTION	113614	RSTP : Northern Virginia (CF2M10), RSTP Match : Northern Virginia (CS2M11)	\$420,000	\$856,000	\$742,864	96.3%	Transfer of surplus funds recommended by District and MPO from a scheduled project to a scheduled project.
16	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Richmond	#OTHERINT - I-295 - SSP ROUTE - EXIT 43 TO 53.5 Richmond	120383	Other Corridor Funds - NHPP Federal (CF9110), Other Corridor Funds - NHPP Softmatch (CF9111)	\$1,300,000	\$1,660,000	\$1,660,000	> 100%	Transfer of surplus funds recommend by District and Traffic Operations Division from the Statewide ITTF Balance Entry line item to fund an underway project.
17	Statewide	#ITTF STATEWIDE BALANCE ENTRY	T21588	Statewide	#ITTF22 AUTOMATED SPEED ENFORCEMENT PILOT STATEWIDE	119406	ITTF (HS7100)	\$900,000	\$1,500,000	\$1,500,000	> 100%	Transfer of surplus funds recommend by District and Traffic Operations Division from the Statewide ITTF Balance Entry line item to fund an underway project.
18	Statewide	#OtherInt - I-77 OPERATIONAL IMPROVEMENTS - CCTV CAMERAS	120516	Statewide	#OTHERINT - I-77 OPERATIONAL IMPROVEMENTS - TRIP	120396	Other Interstate Corridor Funds - State (CS9199)	\$74,987	\$353,000	\$353,000	27.0%	Transfer of surplus funds recommended by District and Traffic Operations Division from a completed project to an underway project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Not Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
A	Bristol	#SGR Bristol - Local SGR Bridge Balance Entry	T9534	Bristol	#SGR18LB - RT 16 Tazewell Co VA #1800 Federal #22542	111238	SGR - State (SS0100)	\$49,003	\$3,564,701	\$3,564,701	1.4%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR Local Bridge Balance Entry line item to a completed project.
B	Bristol	#SGR Bristol - VDOT SGR Paving - Balance Entry	T13918	Bristol	#SGR22VP CY22 BLAND WYTHE IS SGR PM1H	118740	Primary Formula - State : Discretionary (CNS472)	\$23,348	\$4,954,965	\$4,954,965	0.5%	Transfer of surplus funds recommended by District and Maintenance Division from the District SGR VDOT Paving Balance Entry line item to a completed project.
C	Statewide	PRIMARY EXTENSIONS PROGRAM	T15494	Culpeper	#SMART18 - INT. IMPROVEMENTS AT FROST AVE. & BROADVIEW AVE.	111648	CTB Formula - Paving for Primary Extensions (CS0170)	\$124,014	\$8,508,849	\$8,384,835	1.5%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Primary Extensions Program Balance Entry line item to an underway project.
D	Statewide	Revenue Sharing Balance Entry-LAD	T24702	Culpeper	JEFFERSON STREET - MILLING, PAVEMENT & RECONSTRUCTION	116884	Revenue Sharing Local Match (NPL201), Revenue Sharing State Match (CNS202)	\$10,950	\$128,428	\$128,428	9.3%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Revenue Sharing Balance Entry line item to a scheduled project.
E	Statewide	Revenue Sharing Balance Entry-LAD	T24702	Culpeper	EAST WASHINGTON STREET - MILLING, PAVEMENT & RECONSTRUCTION	116885	Revenue Sharing Local Match (NPL201), Revenue Sharing State Match (CNS202)	\$2,468	\$29,776	\$29,776	9.0%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Revenue Sharing Balance Entry line item to an underway project.
F	Statewide	Revenue Sharing Balance Entry-LAD	T24702	Culpeper	DABNEY STREET - MILLING, PAVEMENT & RECONSTRUCTION	116886	Revenue Sharing Local Match (NPL201), Revenue Sharing State Match (CNS202)	\$2,968	\$34,640	\$34,640	9.4%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Revenue Sharing Balance Entry line item to an underway project.
G	Statewide	Revenue Sharing Balance Entry-LAD	T24702	Culpeper	SPICERS MILL ROAD - MILLING, PAVEMENT & RECONSTRUCTION	116887	Revenue Sharing Local Match (NPL201), Revenue Sharing State Match (CNS202)	\$13,544	\$118,684	\$118,683	12.9%	Transfer of surplus funds recommended by District and Local Assistance Division from the Statewide Revenue Sharing Balance Entry line item to an underway project.
H	Fredericksburg	RIVERSIDE MANOR CONNECTOR -- SIDEWALKS	113838	Fredericksburg	PED SIGNALS / WARNING FLASHERS INSTALL - FRED RES	122824	Safety (statewide) (CF3100), Safety Soft Match (statewide) (CF3101)	\$34,653	\$712,172	\$712,172	5.1%	Transfer of surplus funds recommended by District and Traffic Operations Division from an underway project to a scheduled project.
I	Hampton Roads	HAMPTON DGP DEALLOCATION BALANCE ENTRY	T21763	Hampton Roads	#HB2.FY17 Longhill Rd Widening	100921	DGP Supplemental (HB1414) - State (GS0000)	\$459	\$19,770,859	\$19,770,859	0.1%	Transfer of surplus funds recommended by District from the District DGP Deallocation Balance Entry line item to a completed project.
J	Statewide	#ITTF STATEWIDE BALANCE ENTRY	T21588	Hampton Roads	#ITTF - MMBT TRAFFIC & SAFETY IMPROVEMENTS	108666	ITTF: NHPP (IFF100), ITTF: NHPP Softmatch (IFF101)	\$110,000	\$7,123,664	\$7,123,664	1.6%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide ITTF Balance Entry line item to an underway project.

**Six-Year Improvement Program Allocation Transfer Threshold Report
Transfers Not Requiring Approval**

Row	Donor District	Donor Description	Donor UPC	Recipient District	Recipient Description	Recipient UPC	Fund Source	Transfer Amount	Total Allocation	Total Estimate	Transfer Percent	Comments
K	Lynchburg	#SGR Lynchburg - VDOT SGR Bridge - Balance Entry	T13631	Lynchburg	#SGR23VB - BRIDGE REPL - RTE 40 OVER PIGG RIVER FED ID 13473	122818	SGR - STP <5K (SF2700), SGR - STP <5K Soft Match (SF2701)	\$1,482,313	\$24,836,391	\$24,836,391	6.3%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VDOT Bridge Balance Entry line item to fund a scheduled project.
L	Northern Virginia	#SGR23LP - FAIRFAX BOULEVARD MILLING FK2660	121551	Northern Virginia	#SGR23LP - MAIN STREET MILL AND RESURFACE	121547	SGR - State (SS0100)	\$31,047	\$235,482	\$235,482	15.2%	Transfer of surplus funds recommended by District and Local Assistance Division from a completed project to fund a completed project.
M	Statewide	INTERSTATE CORRIDOR IMPROVEMENT PLAN SYIP BALANCE ENTRY	115762	Richmond	#I64CIP INSTALL ATMS - INTERSTATE 64	119760	I-64 Corridor Funds - State (CS9164)	\$878,430	\$6,330,000	\$6,330,000	16.1%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide Interstate Corridor Improvement Plan Balance Entry line item to a scheduled project.
N	Salem	#SGR Salem - VDOT SGR Bridge - Balance Entry	T13911	Salem	#SGR18VB - RT 715 OVER NSRR (STR 2843) - BR REPLACEMENT	104184	SGR Bridge State (SSB700)	\$7,238	\$3,821,906	\$3,821,906	0.2%	Transfer of surplus funds recommended by District and Structure and Bridge Division from the District SGR VDOT Bridge Balance Entry line item to a completed project.
O	Statewide	#ITTF STATEWIDE BALANCE ENTRY	T21588	Statewide	#ITTF17 COMMUNITY WIDE ADAPTIVE SIGNAL SYSTEMS	109506	ITTF (HS7100)	\$4,108	\$3,172,507	\$3,172,507	0.1%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide ITTF Balance Entry line item to an underway project.
P	Statewide	#ITTF STATEWIDE BALANCE ENTRY	T21588	Statewide	#ITTF21 HIGH SPEED COMMUNICATIONS ARTERIALS - NORTHWEST #2	117733	CTB Formula - ITS State (CS0160)	\$5,947	\$265,947	\$265,947	2.3%	Transfer of surplus funds recommended by District and Traffic Operations Division from the Statewide ITTF Balance Entry to a completed project.



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

W. Sheppard Miller, III
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 482-5818
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Agenda item # 3

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

April 16, 2024

MOTION

Made By: _____ **Seconded By:** _____

Action: _____

Title: Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2024-2029

WHEREAS, Section 33.2-214(B) of the *Code of Virginia* requires the Commonwealth Transportation Board (Board) to adopt by July 1st of each year a Six-Year Improvement Program (Program) of anticipated projects and programs and that the Program shall be based on the most recent official revenue forecasts and a debt management policy; and

WHEREAS, after due consideration the Board adopted a 2024-2029 Program on June 21, 2023; and

WHEREAS, the Board is required by § 33.2-214(B) and 33.2-221(C) of the *Code of Virginia* to administer and allocate funds in the Commonwealth Transportation Fund and the Transportation Trust Fund, respectively; and

WHEREAS, § 33.2-214(B) of the *Code of Virginia* provides that the Board is to coordinate the planning for financing of transportation needs, including needs for highways, railways, seaports, airports, and public transportation and is to allocate funds for these needs pursuant to §§ 33.2-358 and Chapter 15 of Title 33.2 (33.2-1500 et seq.) of the *Code of Virginia*, by adopting a Program; and

WHEREAS, § 33.2-1526 and 33.2-1526.1 authorize allocations to local governing bodies, transportation district commissions, or public service corporations for, among other

things, capital project costs for public transportation and ridesharing equipment, facilities, and associated costs; and

WHEREAS, the Board recognizes that the projects are appropriate for the efficient movement of people and freight and, therefore, for the common good of the Commonwealth.

NOW THEREFORE, BE IT RESOLVED, by the Commonwealth Transportation Board, that the projects shown in the Appendix are added to the Six-Year Improvement Program of projects and programs for Fiscal Years 2024 through 2029 and are approved.

BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board that the Commissioner of Highways and the Director of the Department of Rail and Public Transportation are authorized to enter into agreements for respective programmed projects for Fiscal Year 2024 and prior within the Six-Year Improvement Program satisfactory to the Commissioner and the Director, to the extent otherwise consistent with authorities set forth in the Code of Virginia.

#####

CTB Decision Brief

Addition of Projects to the Six-Year Improvement Program for Fiscal Years 2024 – 2029

Issue: Each year the Commonwealth Transportation Board (CTB) must adopt a Six-Year Improvement Program (Program) and allocations in accordance with the statutory formula.

Facts: The CTB must adopt a Program of anticipated projects and programs by July 1st of each year in accordance with § 33.2-214(B) of the *Code of Virginia*. On June 21, 2023, after due consideration, the CTB adopted FY 2024-2029 Program.

Recommendations: The Virginia Department of Transportation (VDOT) recommends the addition of the projects in Appendix A to the Program for FY 2024–2029.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote to add the projects listed in Appendix A to the Program for FY 2024–2029 to meet the CTB’s statutory requirements.

Result, if Approved: If the resolution is approved, the projects listed in Appendix A will be added to the Program for FY 2024-2029. In addition, the resolution will authorize the Commissioner of Highways and the Director of the Department of Rail and Public Transportation to enter into agreements for respective programmed projects for Fiscal Year 2024 and prior within the Six-Year Improvement Program satisfactory to the Commissioner and the Director, to the extent otherwise consistent with authorities set forth in the Code of Virginia.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: None

Appendix A
Amendments to the FY2024-2029 SYIP

Row	UPC	District	Jurisdiction	Route	Project Description	Total Cost	Total Allocation	Balance	Major Fund Source	Fully Funded
1	124951	Staunton	Districtwide	9999	Two-Lane Rural Road Improvements - Lexington Residency	\$6,550,894	\$6,550,894	\$0	VA Safety Program	Yes
2	124952	Staunton	Districtwide	9999	Two-Lane Rural Road Improvements - Harrisonburg Residency	\$6,315,772	\$6,315,772	\$0	VA Safety Program	Yes
3	124853	Staunton	Districtwide	9999	Two-Lane Rural Improvements - Edinburg Residency	\$5,829,261	\$ 5,829,261	\$0	VA Safety Program	Yes
Total						\$18,695,927	\$18,695,927	\$0		

April 16, 2024 CTB Meeting

Order # K58

0286-029-259, B628, B630, B631, B632, C501, D605, P101, R201

Fairfax County

The purpose of project is to reduce congestion, improve safety, and address long-term multimodal needs along Fairfax County Parkway from Nomes Court to Rte. 29 in the Northern Virginia District. This project includes:

- Widening of Fairfax County Parkway from four to six lanes (divided) for approximately 4.2 miles.
- Widening of 4 existing bridges along the route.
- Adding Pedestrian and Bicycle Shared -Use Path (SUP).

This project includes Federal, State, Local, and NVTA Funds. This project has been reviewed by the Environmental Division to determine applicable permits required.

Fixed Completion Date: June 14, 2027

Order # K60

0095-020-818, C501, B660

Chesterfield County

The purpose of this project is to add additional auxiliary lanes on I95 on both the Northbound and Southbound lanes between Rte. 10 and Rte. 288 in the Richmond District. The project will include earthwork, new pavement, mainline resurfacing, pavement line markings, installation of pavement markers, bridge widening and guardrail improvements where applicable.

This project is eligible for federal funding and being on the Interstate system, the inclusion of dedicated pedestrian or bicycle facilities is not applicable. This project has been reviewed by the Environmental Division to determine the applicable permits required. All work will be performed within existing right of way and no utilities will be impacted.

Fixed Completion Date: November 2, 2026

Design Build Projects

Project: I-81 CIP MM 72.0 NB to MM 73.4 NB Accel/Decel Lanes with Bridges
Project #: 0081-139-265, P101, R201, C501, B604, B605, B606
UPC: 122267 (PE, RW and CN)
Contract #: C00122267DB123
Location: Town of Wytheville, Bristol District

The project is located in the Town of Wytheville on I-81 at the junction of I-77, between I-81 NB mile markers 72.0 and 73.4. Proposed improvements include lengthening the acceleration lane at the merge area from the I-77 SB off-ramp to I-81 SB and lengthening the deceleration lane from the I-81 NB on-ramp to I-77 NB. Proposed improvements also include complete replacement of the existing bridges over Peppers Ferry Road and replacement of the I-81 NB bridge over the I-77 NB trumpet ramp. Other roadway improvements include extending the I-77 Exit 41 SB acceleration lane to create an auxiliary lane that lengthens the merge area between the Exit 41 SB on-ramp and the off-ramp to I-81 SB.

This Project was procured using a two-phase best-value design-build selection process.

Funding Sources: I-81 Corridor Funds
I-81 Corridor Fuel Tax Funds
I-81 TIFIA Rural

Final Completion Date: February 22, 2027

Offerors:

<u>Name</u>	<u>Price</u>	<u>Combined Score</u>
Orders Construction Company	\$53,951,874.88	83.44
Branch Civil	\$61,685,000.00	76.25
Archer Western Construction	\$63,076,212.34	74.51

Project Name: Fairfax County Parkway Widening Southern Segment
Project #: 0286-029-489, P101, R201, C501, B621, B622, B623, B624, B625, B627, B629, D621, D622
UPC: 122982 (PE, RW, CN)
Contract #: C00122982DB125
Location: Fairfax County, Northern Virginia District

The Project will involve widening of Fairfax County Parkway from four lanes to six lanes from 0.11 miles South of Route 123 (Ox Road) to 0.25 miles South of Nomes Court for approximately 1.79 miles. The project will include widening the bridges over Norfolk Southern Railroad (NSRR)/Fairfax Station Road and the bridges over Popes Head Creek. The project will also include intersection improvements, modified signals, and adding a shared-use path along Fairfax County Parkway to provide better bicyclist and pedestrian access. The proposed project objectives include improving capacity, reducing congestion, improving safety, pedestrian/bicycle accommodations, and improving drainage facilities within the project limits.

The Project was procured using a two-phase best-value design-build selection process.

Funding Sources:

UPC 122982 (PE, RW, CN): RSTP, NVTA, and Revenue Sharing funds

Final Completion Date: July 30, 2027

Offerors:

<u>Name</u>	<u>Price</u>	<u>Combined Score</u>
Shirley Contracting Company, LLC	\$101,450,000.00	91.63
Lane Construction Corporation	\$109,010,000.00	85.34
Wagman Heavy Civil, Inc.	\$118,798,602.00	80.96

Project Name: I-64 GAP Segment C Widening
Project #: 0064-047-771, P101, R201, C501; 0137-099-019, P101, C501
UPC: 123129 (PE, RW, CN); 123832 (PE, CN)
Contract #: C00123129DB129
Location: James City County and York County, Hampton Roads District

The Project involves the addition of one 12-foot-wide travel lane and one 12-foot-wide shoulder (10 feet paved, 2 feet graded) in each direction on Interstate 64 (I-64) in James City County and York County, Virginia from approximately MM 224.3 to MM 233.3 for a total length of approximately 9.0 miles. The widening will occur in the median of the existing interstate, limiting the amount of right of way required to construct the Project and minimizing impacts to existing interchanges. Existing bridges within the corridor will be widened to the inside. The Project also includes mill and overlay of all existing mainline pavement as well as improvements to the Lightfoot Park and Ride located at Exit 234.

The Project was procured using a two-phase best-value design-build selection process.

Funding Sources:

Transportation Initiatives TI - I-64 Gap Project: General Fund-State (CSTG04); HPP - State (HS0100); Carbon Reduction Flexible Allocation-Federal (CFR100); Carbon Reduction Flexible Allocation - Soft Match (CFR101)

Final Completion Date: November 19, 2027

Offerors:

<u>Name</u>	<u>Price</u>	<u>Combined Score</u>
Allan Myers-Wagman Joint Venture	\$ 173,777,777.00	88.75
The Lane Construction Company	\$ 189,375,000.00	81.33
Shirley Contracting Company	\$ 233,666,550.00	71.11

Project Name: Route 1 and I-95 Improvements at Exit 126
Project #: 0095-088-755; 0001-088-765
UPC: UPC 119112 (PE, RW,CN); 121802 (PE, RW, CN)
Contract #: C00119112DB131
Location: Spotsylvania County, Fredericksburg District

The Project is an operational and safety improvement project located in Spotsylvania County, Virginia. The improvements to US 1 and I-95 include widening of US 1 from 4 to 6 lanes between the ramps to I-95 and the addition of a left turn lane from US 1 onto I-95 SB. The project also includes the addition of a left turn lane from US 1 onto I-95 NB. On I-95, this project includes milling and overlay of both the inside and outside shoulder to accommodate the addition of one thru lane for I-95 NB from the US 1 on ramp to Courthouse Road (Route 208). Other improvements include the addition of noise barrier walls along I-95 SB for a length of approximately 2,600 feet.

This Project was procured using a two-phase best-value design-build selection process.

Funding Sources: Smart Scale, HSIP Funds, Local funds, CMAQ

Final Completion: September 17, 2027

Offerors:

<u>Name</u>	<u>Price</u>	<u>Combined Score</u>
Shirley Contracting Company, LLC	\$34,828,435	85.03
Wagman Heavy Civil, Inc.	\$37,916,640	80.74
Allan Myers VA, Inc.	\$39,999,777	74.45

Bid Amount: Greater Than 5 Million

CTB BALLOT

Report created on : 3/28/24

Letting Date: 3/27/2024

AWARD

ARTERIAL

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
K58	107937	FROM: 0.25 MI. S. NOMES CT.	BRANCH CIVIL, INC.	3	\$69,585,000.00	\$70,747,246.50	Within
	0286-029-259 C501, D605	TO: 0.62 MI. N. RTE. 29	ROANOKE				
	STP-5B01(488)	FAIRFAX	VA				
	Construction Funds	NORTHERN VIRGINIA DISTRICT					
		FAIRFAX COUNTY PARKWAY WIDENING SEGMENT II					

1 Recommended for AWARD \$69,585,000.00

Bid Amount: Greater Than 5 Million

CTB BALLOT

Report created on : 3/28/24

Letting Date: 3/27/2024

AWARD

INTERSTATE

Order No.	UPC No. Project No.	Location and Work Type	Vendor Name	No Of Bidders	Bid Amount	Estimated Construction Cost.	EE Range
K60	111466	FROM: 0.381 MI. N OF RTE. 10	KOKOSING CONSTRUCTION COMPANY, INC.	1	\$22,074,031.24	\$19,935,252.10	Within
	0095-020-818, B660, C501	TO: 1.469 MI. N OF RTE. 10	WESTERVILLE				
	NHFP-095-1(364)	CHESTERFIELD	OH				
	Construction Funds	RICHMOND DISTRICT					
		SMART SCALE I-95 AUXILIARY LANES & BRIDGE REHAB					

1 Recommended for AWARD \$22,074,031.24

BID RESULTS FOR THE CTB

April 16, 2024

DESIGN-BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost	EE Estimate Range
UPC 122267 (PE, RW and CN)	I-81 CIP MM 72.0 NB to MM 73.4 NB Accel/Decel Lanes with Bridges	AWARD	Orders Construction Company, Inc. (Saint Albans, WV)	3	\$53,951,874.88	\$60,945,991	Bid within EE Range
0081-139-265, P101, R201, C501, B604, B605, B606	Town of Wytheville, Bristol District						
Contract #C00122267DB123	The project is located in the Town of Wytheville on I-81 at the junction of I-77, between I-81 NB mile markers 72.0 and 73.4. Proposed improvements include lengthening the acceleration lane at the merge area from the I-77 SB off-ramp to I-81 southbound and lengthening the deceleration lane from the I-81 northbound on-ramp to I-77 NB. Proposed improvements also include complete replacement of the existing bridges over Peppers Ferry Road and replacement of the I-81 northbound bridge over the I-77 NB trumpet ramp. Other roadway improvements include extending the I-77 Exit 41 SB acceleration lane to create an auxiliary lane that lengthens the merge area between the Exit 41 SB on-ramp and the off-ramp to I-81 SB.						
Design, ROW, Construction & QA/QC							

Recommended for Award: \$53,951,874.88

BID RESULTS FOR THE CTB

April 16, 2024

DESIGN-BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost	EE Estimate Range
UPC 122982 (PE, RW, CN)	Fairfax County Parkway Widening Southern Segment	AWARD	Shirley Contracting Company, LLC, Lorton, VA	3	\$101,450,000.00	\$106,217,200	Bid within EE Range
0286-029-489	Fairfax County, Northern Virginia District						
Contract #C00122982DB125 Design, ROW, Construction & QA/QC	The project limits on Fairfax County Parkway begin 0.11 miles south of Route 123 (Ox Road) and extend to 0.25 miles south of Nomes Court for approximately 1.79 miles. The Project will involve widening of Fairfax County Parkway from four lanes to six lanes. The roadway widening will include the widening of the bridges over Norfolk Southern Railroad (NSRR)/Fairfax Station Road and the widening of the bridges over Popes Head Creek. The project will also include intersection improvements, modified signals, and a shared-use path along Fairfax County Parkway to provide better bicyclist and pedestrian access. The proposed project objectives include improving capacity, reducing congestion, improving safety, pedestrian/bicycle accommodations, and improving drainage facilities within the project limits.						

Recommended for Award: \$101,450,000.00

BID RESULTS FOR THE CTB

April 16, 2024

DESIGN-BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost	EE Estimate Range
UPC 123129 (PE, RW,CN); 123832 (PE, CN)	I-64 GAP Segment C Widening James City County and York County, Hampton Roads District	AWARD	Allan Myers – Wagman JV	3	\$173,777,777	\$198,788,353	Bid within EE Range
0064-047-771; 0137-099-019	The Project is located on Interstate 64 (I-64) in James City County and York County, Virginia, and involves the addition of one 12-foot-wide travel lane and one 12-foot-wide shoulder (10' paved, 2' graded) in each direction. The widening will occur in the median of the existing interstate, limiting the amount of right of way required to construct the Project and minimizing impacts to existing interchanges. Existing bridges within the corridor will be widened to the inside. The Project also includes mill and overlay of all existing mainline pavement as well as improvements to the Lightfoot Park and Ride located at Exit 234. The limits of the Project are from approximately MM 224.3 to MM 233.3 for a total length of approximately 9.0 miles.						
Contract # C00123129DB129							
Design, ROW, Construction & QA/QC							

Recommended for Award: \$173,777,777

BID RESULTS FOR THE CTB

April 16, 2024

DESIGN-BUILD PROJECT

UPC No. & Project No.	Location and Work Type	RECOMMENDATION	Contractor	Number of Bids	Bid Amount	Estimated Construction Cost	EE Estimate Range
UPC 119112 (PE, RW, CN); 121802 (PE, RW, CN)	Route 1 and I-95 Improvements at Exit 126 Spotsylvania County, Fredericksburg District	AWARD	Shirley Contracting Company, LLC, Lorton, VA	3	\$34,828,435	\$34,100,434	Bid within EE Range
0095-088-755; 0001-088-765 Contract # C00119112DB131	<p>The Project is an operational and safety improvement project located in Spotsylvania County, Virginia. This project includes improvements to US 1 and I-95 including widening of US 1 from 4 to 6 lanes between the ramps to I-95 and the addition of a left turn lane from US 1 onto I-95 SB. The project also includes the addition of a left turn lane from US 1 onto I-95 NB. On I-95, this project includes milling and overlay of both the inside and outside shoulder to accommodate the addition of one thru lane for I-95 NB from the US 1 on ramp to Courthouse Road (Route 208). The improvements to I-95 NB will also require the addition of a noise barrier walls along I-95 SB for a length of approximately 2,600 feet.</p>						
Design, ROW, Construction & QA/QC							

Recommended for Award: \$34,828,435



Virginia Department of Transportation

BIDS FOR APRIL CTB ACTION MEETING

| Ben Coaker, P.E.

April 16, 2024

Order No. K58 – Northern Virginia – UPC 107937

SCOPE:	FAIRFAX COUNTY PARKWAY WIDENING SEGMENT II
LOCATION:	FAIRFAX COUNTY
BIDS:	3
LOW BID:	\$69,585,000 (within range)
CONTRACTOR:	BRANCH CIVIL, INC. (ROANOKE, VA)

Order No. K60 – Richmond – UPC 111466

SCOPE:	SMART SCALE I-95 AUXILIARY LANES & BRIDGE REHAB
LOCATION:	CHESTERFIELD COUNTY (I-95)
BID:	1
LOW BID:	\$22,074,031 (within range)
CONTRACTOR:	KOKOSING CONSTRUCTION COMPANY, INC. (WESTERVILLE, OH)

Order No. DB123 – Bristol District – UPC 122267

SCOPE:	I-81 CIP MM 72.0 NB to MM 73.4 NB Accel/Decel Lanes
LOCATION:	Town of Wytheville (I-81/I-77)
BIDS:	3
BEST VALUE BID:	\$53,951,875 (within range)
DESIGN-BUILDER:	ORDERS CONSTRUCTION COMPANY, INC. (SAINT ALBANS, WV)

Order No. DB125 – Northern Virginia – UPC 122982

SCOPE:	Fairfax County Parkway Widening Southern Segment
LOCATION:	FAIRFAX COUNTY
BIDS:	3
BEST VALUE BID:	\$101,450,000 (within range)
DESIGN-BUILDER:	SHIRLEY CONTRACTING COMPANY, LLC (LORTON, VA)

Order No. DB129 – Hampton Roads – UPC 123129/123832

SCOPE:	I-64 GAP SEGMENT C WIDENING
LOCATION:	JAMES CITY COUNTY & YORK COUNTY
BIDS:	3
BEST VALUE BID:	\$173,777,777 (within range)
DESIGN-BUILDER:	ALLAN MYERS – WAGMAN JOINT VENTURE

Order No. DB131 – Fredericksburg – UPC 119112/121802

SCOPE:	ROUTE 1 AND I-95 IMPROVEMENTS AT EXIT 126
LOCATION:	SPOTSYLVANIA COUNTY
BIDS:	3
BEST VALUE BID:	\$34,828,435 (within range)
DESIGN-BUILDER:	SHIRLEY CONTRACTING COMPANY, LLC (LORTON, VA)

