



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

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Chairperson

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Agenda Item # 1

**RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD**

April 16, 2024

MOTION

Made By: Ms. Hynes **Seconded By:** Mr. Yates

Action: Motion Carried, Unanimously

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

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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

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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 3-11-24)

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



MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION PLAN AND PROFILE OF PROPOSED STATE HIGHWAY

DESIGN-BUILD PROJECT I495 EXPRESS LANES (NEXT) SIGNAGE AND ITS PACKAGE STA. 4001+50 TO STA. 4090+00

RECOMMENDED FOR APPROVAL FOR CONSTRUCTION	
DATE	(DESIGN-BUILD FIRM) DESIGN MANAGER
DATE	(DESIGN-BUILD FIRM) PROJECT MANAGER
APPROVED FOR CONSTRUCTION	
DATE	CHIEF ENGINEER

APPROVALS	
TEAM LEADER	
ASST. DIV. CHIEF	
DIVISION CHIEF	
OFFICE DIRECTOR	

FINAL PLANS
JANUARY 2024



OWNER'S/DEVELOPER'S CERTIFICATION
 WE HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND THAT ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF ATTENDANCE AT A DEPARTMENT OF NATURAL RESOURCES APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING THE PROJECT
 SIGNATURE: _____ DATE: _____
 PRINTED NAME AND TITLE: _____



DESIGN-BUILD PROJECT
I-495 EXPRESS LANES (NEXT)



PROFESSIONAL CERTIFICATION
 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND
 License No.: 56238
 Expiration Date: 07-23-2024

DESIGN CERTIFICATION
 I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE "2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES EXECUTIVE REGULATIONS 8-90, 7-02AM AND 36-90, AND MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION "STORM DRAIN DESIGN CRITERIA" DATED AUGUST 1988.
 DATE: _____ SIGNATURE: _____
 PRINTED NAME: ADAM WELSCHENBACH
 MD REGISTRATION NO.: 56238
 (P.E., R.L.S., R.L.A., OR R.A. (CIRCLE ONE))

APPROVED MODIFICATIONS

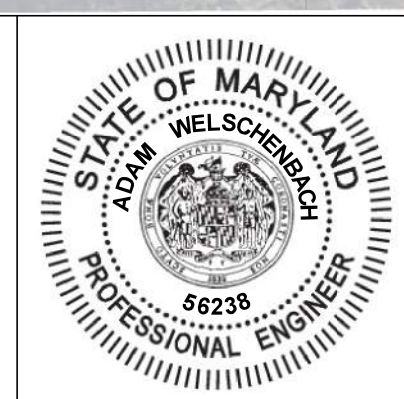
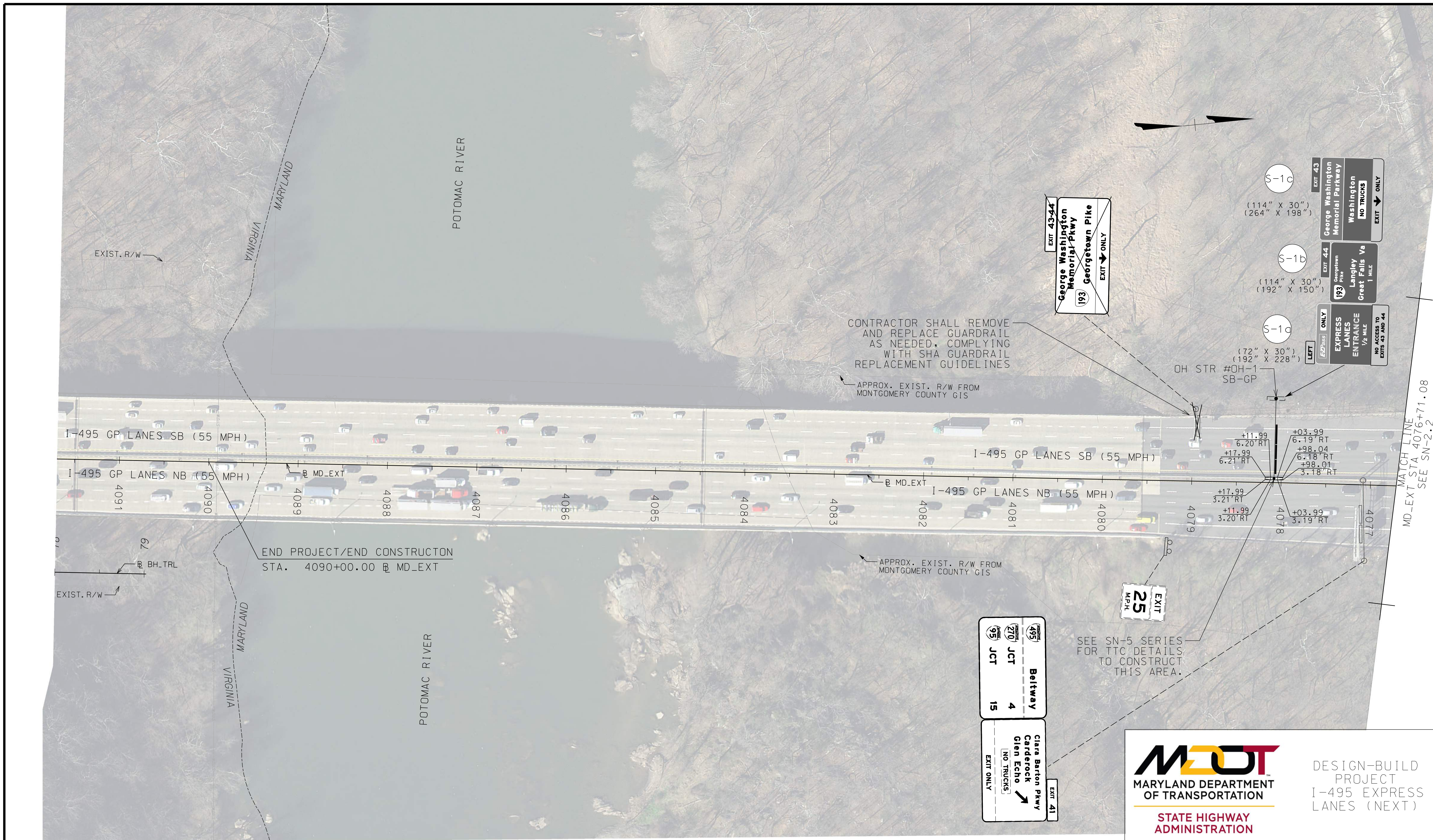
REVISIONS	
DATE	
THIS DOCUMENT/PLAN IS DRAFT AND SUBJECT TO CHANGE. IT IS AN INTERAGENCY/MTRA-AGENCY DELIBERATIVE COMMUNICATION THAT IS NOT FOR PUBLIC DISCLOSURE UNDER MD. GENERAL PROVISIONS CODE ANN. 4-344 (MARYLAND PUBLIC INFORMATION ACT).	

TITLE SHEET

DESIGNED BY: RDA
 DRAWN BY: RDA
 CHECKED BY: RDA
 MDE/PRD: 00-AA-0000
 COUNTY: MONTGOMERY
 LOGMILE: 14
 HORIZONTAL SCALE: 1"=650'
 VERTICAL SCALE: N/A
 DRAWING NO.: 1 SHEET NO. 1 OF 62

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.

FINAL PLANS



PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND
License No.: 56238
Expiration Date: 07-23-2024

DESIGN CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE "2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES EXECUTIVE REGULATIONS 5-90, 7-02AM AND 36-90, AND MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION "STORM DRAIN DESIGN CRITERIA" DATED AUGUST 1988.
DATE: _____ SIGNATURE: _____
MD REGISTRATION NO.: 56238 PRINTED NAME: ADAM WELSCHENBACH
(P.E.) R.L.S., R.L.A., OR R.A. (CIRCLE ONE)

APPROVED MODIFICATIONS	REVISIONS
	DATE: _____ THIS DOCUMENT/PLAN IS DRAFT AND SUBJECT TO CHANGE. IT IS AN INTERAGENCY/INTRA-AGENCY DELIBERATIVE COMMUNICATION THAT IS NOT FOR PUBLIC DISCLOSURE UNDER MD. GENERAL PROVISIONS CODE ANN. 4-344 (MARYLAND PUBLIC INFORMATION ACT).

MDOT
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

DESIGN-BUILD PROJECT
I-495 EXPRESS LANES (NEXT)

SIGNING PLAN

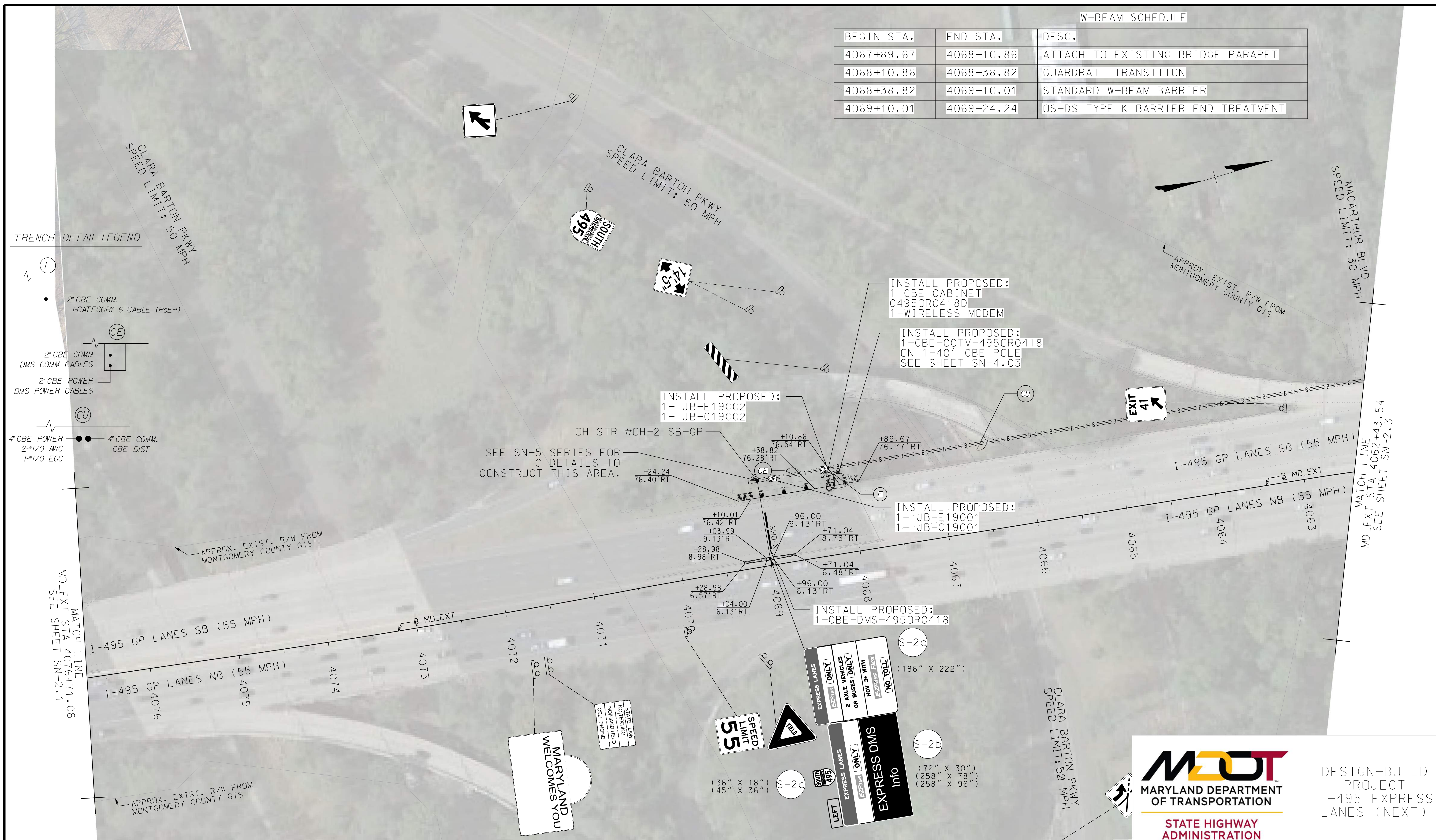
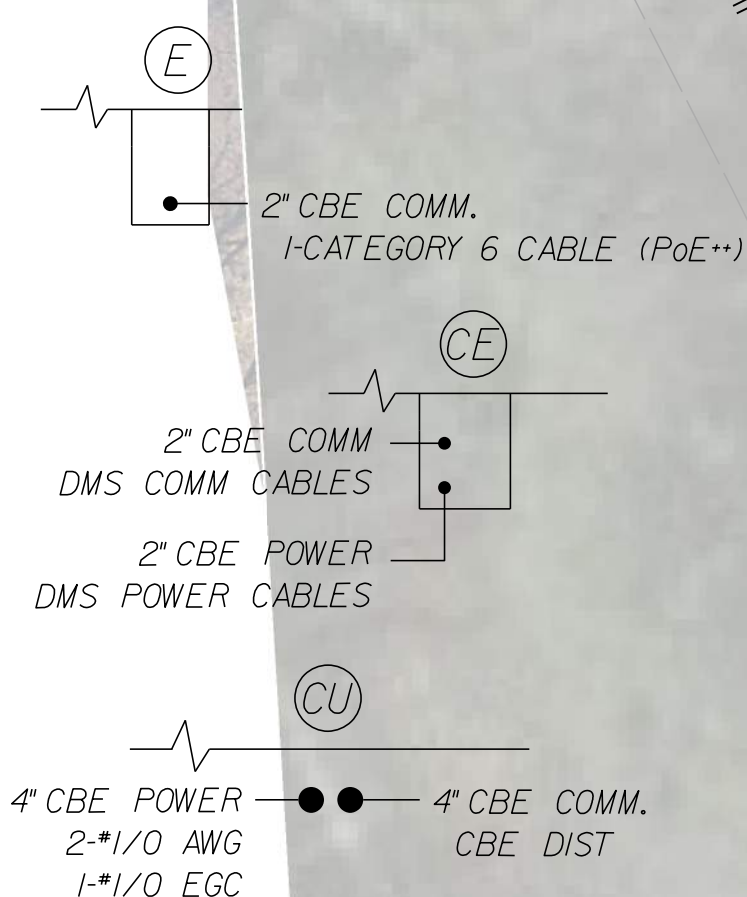
DESIGNED BY: RDA	COUNTY: MONTGOMERY
DRAWN BY: RDA	LOGMILE: 14
CHECKED BY: RDA	HORIZONTAL SCALE: 1"=50'
MDE/PRD: 00-AA-0000	VERTICAL SCALE: N/A
DRAWING NO.: SN-2.1 SHEET NO. 7 OF 62	

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION. **FINAL PLANS**

BEGIN STA.	END STA.	DESC.
4067+89.67	4068+10.86	ATTACH TO EXISTING BRIDGE PARAPET
4068+10.86	4068+38.82	GUARDRAIL TRANSITION
4068+38.82	4069+10.01	STANDARD W-BEAM BARRIER
4069+10.01	4069+24.24	OS-DS TYPE K BARRIER END TREATMENT

W-BEAM SCHEDULE

TRENCH DETAIL LEGEND

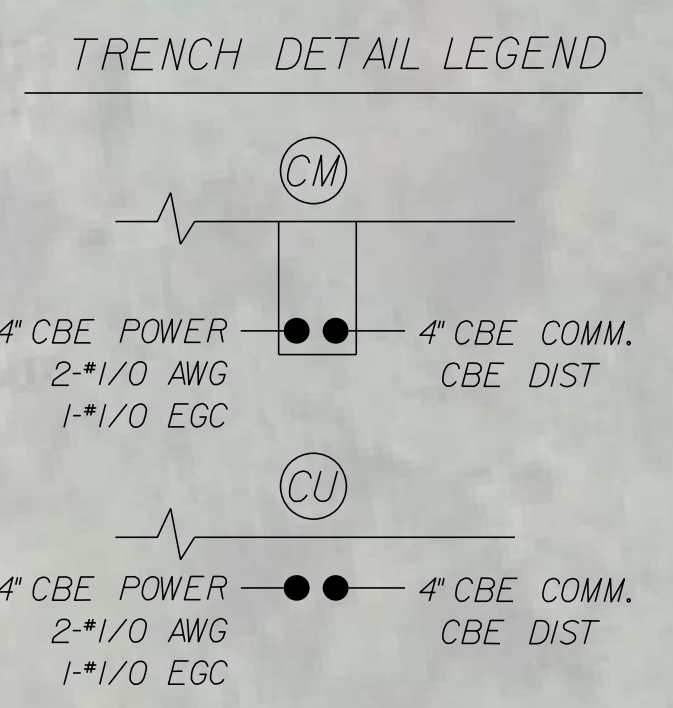


DESIGN-BUILD PROJECT
I-495 EXPRESS LANES (NEXT)

STATE HIGHWAY ADMINISTRATION

<p>Rinker Design Associates, P.C. www.rdacivil.com</p>	<p>ADAM WELSCHENBACH PROFESSIONAL ENGINEER 65238</p>	<p>PROFESSIONAL CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND</p> <p>License No.: 56238 Expiration Date: 07-23-2024</p>	<p>DESIGN CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE "2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES EXECUTIVE REGULATIONS 5-90, 7-02AM AND 36-90, AND MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION "STORM DRAIN DESIGN CRITERIA" DATED AUGUST 1988.</p> <p>DATE: _____ SIGNATURE: _____ PRINTED NAME: ADAM WELSCHENBACH</p> <p>MD REGISTRATION NO.: 56238 (P.E., R.L.S., R.L.A., OR R.A. (CIRCLE ONE))</p>	<p>APPROVED MODIFICATIONS</p>	<p>REVISIONS</p> <p>DATE: _____ THIS DOCUMENT/PLAN IS DRAFT AND SUBJECT TO CHANGE. IT IS AN INTERAGENCY/MULTI-AGENCY DELIVERABLE COMMUNICATION THAT IS NOT FOR PUBLIC DISCLOSURE UNDER MD. GENERAL PROVISIONS CODE ANN. 4-344 (MARYLAND PUBLIC INFORMATION ACT).</p>	<p>SIGNING PLAN</p> <p>DESIGNED BY: RDA DRAWN BY: RDA CHECKED BY: RDA MDE/PRD: 00-AA-0000</p> <p>COUNTY: MONTGOMERY LOGMILE: 14 HORIZONTAL SCALE: 1"=50' VERTICAL SCALE: N/A</p> <p>DRAWING NO.: SN-2.2 SHEET NO. 8 OF 62</p>
		<p>THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.</p>				

FINAL PLANS



MDOT
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

DESIGN-BUILD PROJECT
I-495 EXPRESS LANES (NEXT)

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Expiration Date: 07-23-2024

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DATE: _____ SIGNATURE: _____
PRINTED NAME: ADAM WELSCHENBACH
MD REGISTRATION NO.: 56238
(P.E., R.L.S., R.L.A., OR R.A. (CIRCLE ONE))

APPROVED MODIFICATIONS	REVISIONS
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SIGNING PLAN

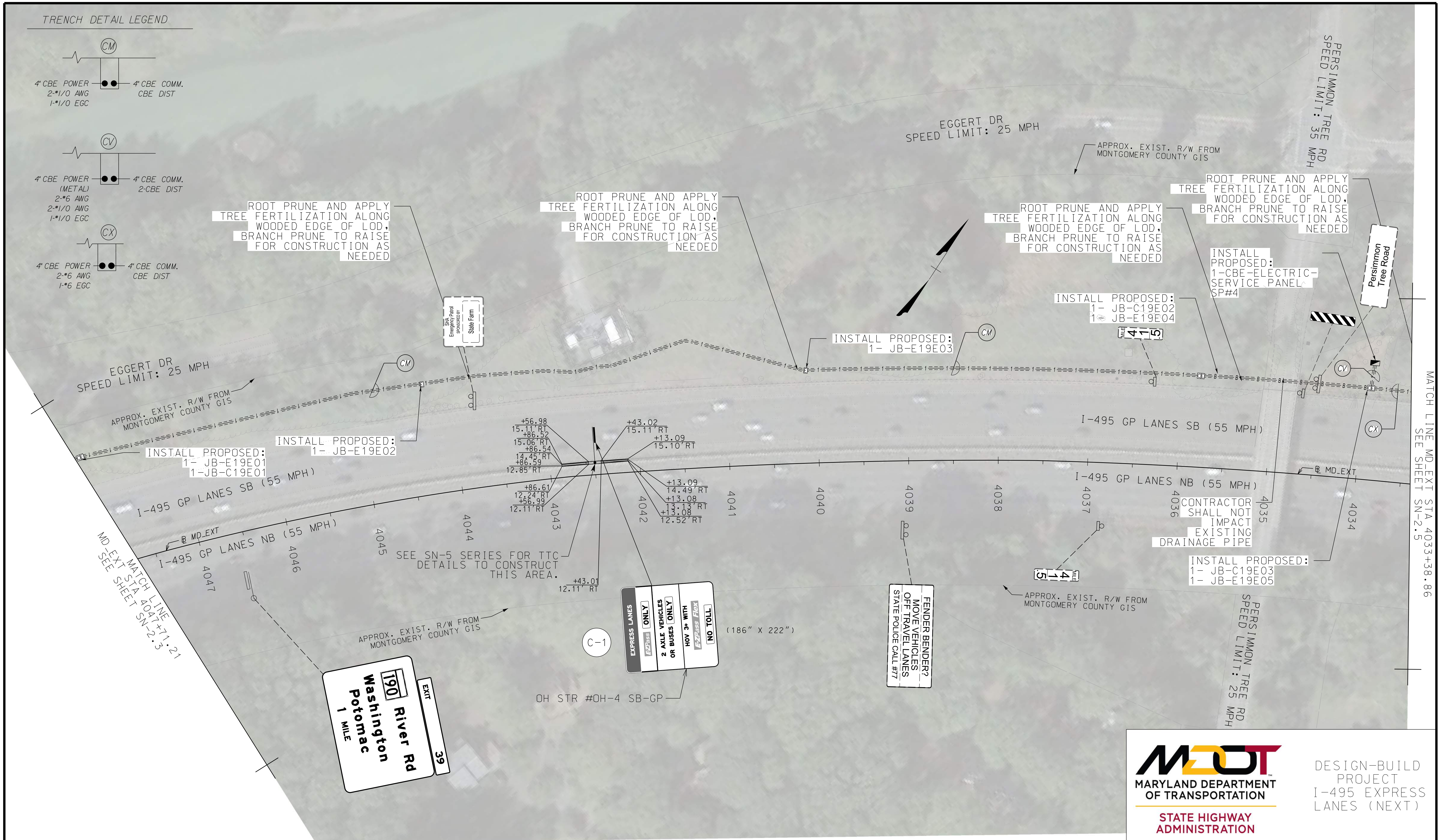
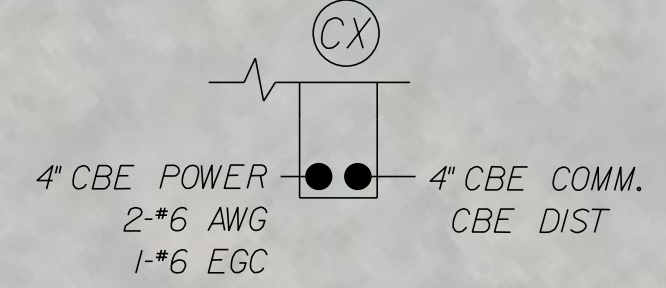
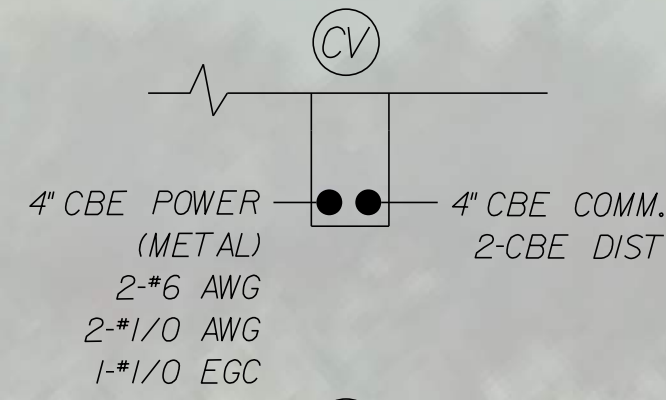
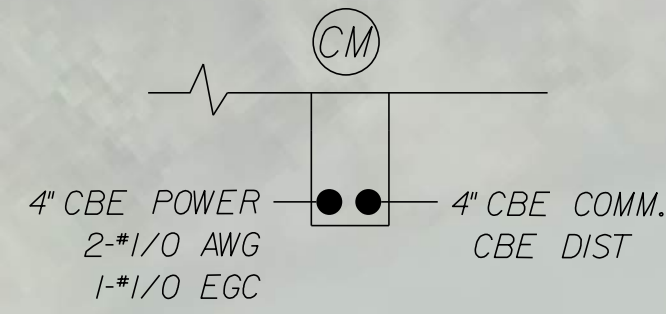
DESIGNED BY: RDA
DRAWN BY: RDA
CHECKED BY: RDA
MDE/PRD: 00-AA-0000

COUNTY: MONTGOMERY
LOGMILE: 14
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: N/A

DRAWING NO.: SN-2.3 SHEET NO. 9 OF 62

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION. **FINAL PLANS**

TRENCH DETAIL LEGEND

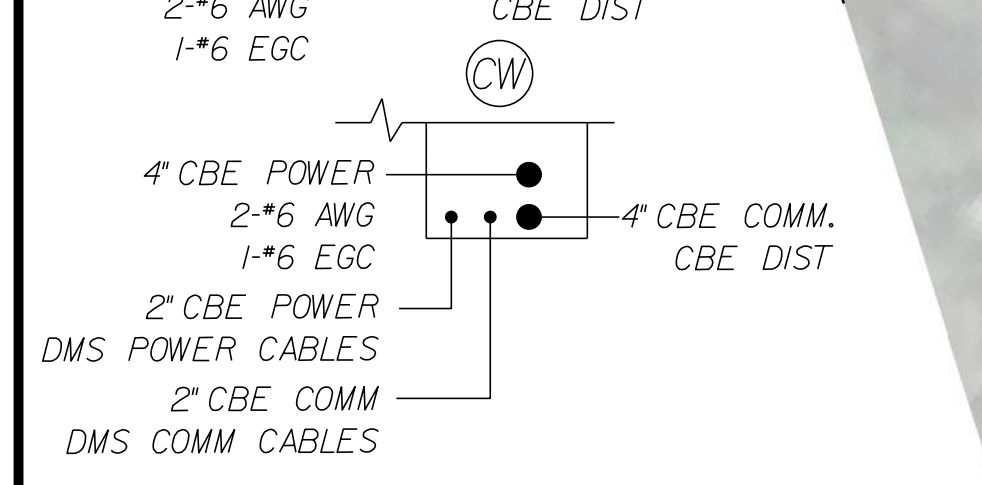
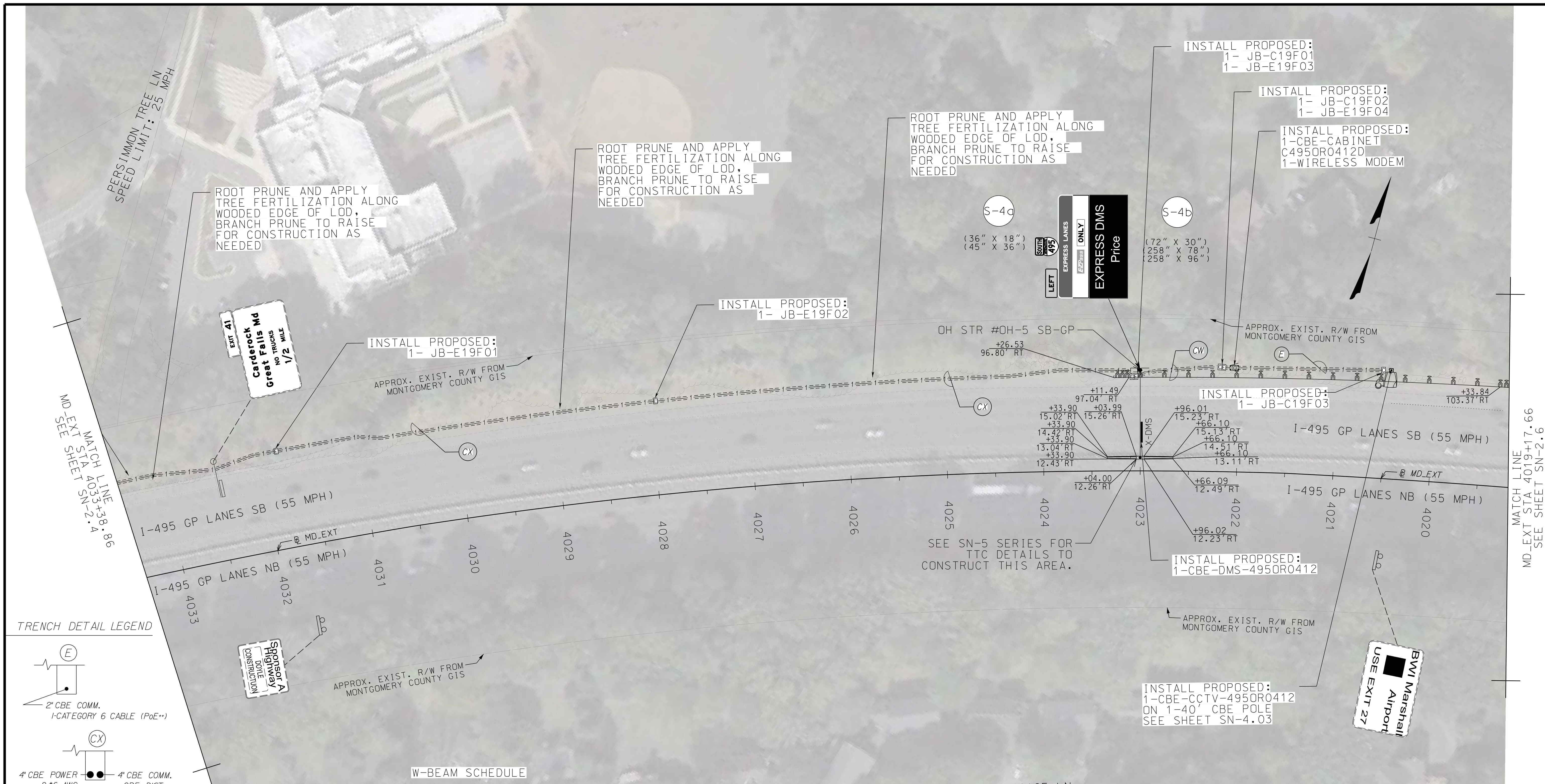


MDOT
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

DESIGN-BUILD PROJECT
I-495 EXPRESS LANES (NEXT)

<p>Rinker Design Associates, P.C. www.rdacivil.com</p>		<p>PROFESSIONAL CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND</p>	<p>DESIGN CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THIS PLAN HAS BEEN DESIGNED IN ACCORDANCE WITH THE "2011 MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL", MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES EXECUTIVE REGULATIONS 5-90, 7-02AM AND 36-90, AND MONTGOMERY COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION "STORM DRAIN DESIGN CRITERIA" DATED AUGUST 1988.</p>	<p>DATE: _____ SIGNATURE: _____</p> <p>PRINTED NAME: ADAM WELSCHENBACH</p>	<p>APPROVED MODIFICATIONS</p>	<p>REVISIONS</p>	<p>SIGNING PLAN</p> <p>DESIGNED BY: RDA DRAWN BY: RDA CHECKED BY: RDA MDE/PRD: 00-AA-0000</p>	<p>COUNTY: MONTGOMERY LOGMILE: 14 HORIZONTAL SCALE: 1"=50' VERTICAL SCALE: N/A</p>
		<p>License No.: 56238 Expiration Date: 07-23-2024</p>	<p>MD REGISTRATION NO.: 56238 (P.E., R.L.S., R.L.A., OR R.A. (CIRCLE ONE))</p>	<p>APPROVED MODIFICATIONS</p>	<p>REVISIONS</p>	<p>DRAWING NO.: SN-2.4 SHEET NO. 10 OF 62</p>		

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W-BEAM SCHEDULE

BEGIN STA.	END STA.	DESC.
4018+83.69	4019+33.84	OS-ET TYPE C BARRIER END TREATMENT
4019+33.84	4023+11.49	STANDARD W-BEAM BARRIER
4023+11.49	4023+26.53	OS-DS TYPE K BARRIER END TREATMENT



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License No.: 56238
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DATE: _____ SIGNATURE: _____
PRINTED NAME: ADAM WELSCHENBACH

APPROVED MODIFICATIONS	REVISIONS
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MDOT
MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

DESIGN-BUILD PROJECT
I-495 EXPRESS LANES (NEXT)

SIGNING PLAN

DESIGNED BY: RDA	COUNTY: MONTGOMERY
DRAWN BY: RDA	LOGMILE: 14
CHECKED BY: RDA	HORIZONTAL SCALE: 1"=50'
MDE/PRD: 00-AA-0000	VERTICAL SCALE: N/A
DRAWING NO.: SN-2.5 SHEET NO. 11 OF 62	

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION. **FINAL PLANS**



MDOT
MARYLAND DEPARTMENT
OF TRANSPORTATION

STATE HIGHWAY
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RDA
Rinker Design Associates, P.C.
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DATE: _____ SIGNATURE: _____
PRINTED NAME: ADAM WELSCHENBACH
MD REGISTRATION NO.: 56238
(P.E., R.L.S., R.L.A., OR R.A. (CIRCLE ONE))

APPROVED MODIFICATIONS	REVISIONS
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SIGNING PLAN

DESIGNED BY: RDA
DRAWN BY: RDA
CHECKED BY: RDA
MDE/PRD: 00-AA-0000

COUNTY: MONTGOMERY
LOGMILE: 14
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: N/A

DRAWING NO.: SN-2.6 SHEET NO. 12 OF 62

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION. **FINAL PLANS**

PANEL DESIGNATION	SHEET NO.	QUANTITY	LEGEND			SIZE			COLOR			BORDER			ARROW	SHIELD	REMARKS
			AREA (SQ. FT.)	WIDTH (INCH)	HEIGHT (INCH)	LEGEND	BCKGRND	WIDTH	RADIUS	LEGEND	BCKGRND	WIDTH	RADIUS				
S-1a	SN-3	1	19'-0"				15	72	30	BLK	Y	2	3	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-1a	SN-3	1	19'-0"				304	192	228	W	P	2	12	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-1b	SN-3	1	12'-6"				23.75	114	30	W	G	2	3	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-1b	SN-3	1	12'-6"				200	192	150	W	G	2	12	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-1c	SN-3	1	16'-6"				23.75	114	30	W	G	2	3	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-1c	SN-3	1	16'-6"				363	264	198	W	BWN	2	12	-	ARDOWN 32"x22"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-2c	SN-4, C-1	2	18'-6"				286.75	186	222	W	G	2	12	-	-	E-ZPASS 76"x24"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
S-2c	SN-4, C-1	2	18'-6"				286.75	186	222	W	G	2	12	-	-	E-ZPASS FLEX 156"x24"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
S-2b	SN-4, S-4b	2	6'-6"				15	72	30	BLK	Y	2	3	-	-	E-ZPASS 76"x24"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
S-2b	SN-4, S-4b	2	6'-6"				139.75	258	78	W	G	2	12	-	-	E-ZPASS 76"x24"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
S-3a	SN-5	1	19'-0"				304	192	228	W	G	2	12	-	-	E-ZPASS 76"x24"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
S-3a	SN-5	1	19'-0"				200	192	150	W	G	2	12	-	-	E-ZPASS 76"x24"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
S-3b	SN-5	1	15'-6"				23.75	114	30	W	G	2	3	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-3b	SN-5	1	15'-6"				372	288	186	W	BWN	2	12	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-3c	SN-5	1	11'-6"				23.75	114	30	W	G	2	3	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	
S-3c	SN-5	1	11'-6"				281.75	294	138	W	G	2	12	-	GORE ARROW (2012) @ 315" @ 23"x36"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.	

COLOR LEGEND

W	WHITE
BLK	BLACK
G	GREEN
Y	YELLOW
P	PURPLE
BWN	BROWN



DESIGN-BUILD PROJECT
I-495 EXPRESS LANES (NEXT)

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		THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.				

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PANEL DESTINATION	SHEET NO.	QUANTITY	LEGEND	SIZE			COLOR		BORDER		ARROW	SHIELD	REMARKS
				AREA (SQ. FT.)	WIDTH (INCH)	HEIGHT (INCH)	LEGEND	BCKGRND	WIDTH	RADIUS			
C-2	SN-8	1		15	72	30	BLK	Y	2	3	-	-	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
				304	192	228	W	P	2	12	-	E-ZPASS 76"X24"	NOTE: SIGN PANEL SHALL USE TYPE XI RETROFLECTIVE SHEETING.
							W	G					
							BLK	Y					

COLOR LEGEND

W	WHITE
BLK	BLACK
G	GREEN
Y	YELLOW
P	PURPLE
BWN	BROWN

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SIGN PANEL DETAILS

DESIGNED BY: RDA COUNTY: MONTGOMERY
DRAWN BY: RDA LOGMILE: 14
CHECKED BY: RDA HORIZONTAL SCALE: N/A
MDE/PRD: 00-AA-0000 VERTICAL SCALE: N/A

DRAWING NO.: SN-3.2 SHEET NO. 14 OF 62

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1/10/2024