

TABLE OF CONTENTS

EXHIBIT	PAGE
EXHIBIT 2 PHASE DEVELOPER OWNERSHIP	1
EXHIBIT 3 INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES.....	2
EXHIBIT 4 INTENTIONALLY OMITTED	3
EXHIBIT 5 PREDEVELOPMENT MILESTONES AND DEADLINES	4
EXHIBIT 6 PREDEVELOPMENT WORK REQUIREMENTS	5
EXHIBIT 7 COMMITTED SECTION PROPOSAL.....	6
EXHIBIT 8 FORM OF SECTION P3 AGREEMENT TERM SHEET.....	85
EXHIBIT 9 PHASE DEVELOPER PROPOSAL	86
EXHIBIT 10 REQUIRED INSURANCE FOR PREDEVELOPMENT WORK.....	87
EXHIBIT 11 KEY PERSONNEL FOR PREDEVELOPMENT WORK	91
EXHIBIT 12 CONTRACT AFFIDAVIT.....	95
EXHIBIT 13 FORM OF PERFORMANCE SECURITY FOR PREDEVELOPMENT WORK	99
EXHIBIT 14 FORM OF DEVELOPMENT RIGHTS FEE SECURITY	101
EXHIBIT 15 ALLOWED COSTS.....	104
EXHIBIT 16 FEDERAL AND STATE REQUIREMENTS.....	106
EXHIBIT 17 PREDEVELOPMENT DBE PARTICIPATION PLAN.....	139
EXHIBIT 18 KEY ASSUMPTIONS FOR PHASE SOUTH A	141

EXHIBIT 2

PHASE DEVELOPER OWNERSHIP

Entity	Percentage of ownership of the Phase Developer
Transurban (USA) Operations Inc.	60% legal, beneficial, and equitable direct ownership in the Phase Developer
Macquarie Infrastructure Developments LLC	40% legal, beneficial, and equitable direct ownership in the Phase Developer

EXHIBIT 3

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

1. **Contract Manager**

Jeffrey Folden

2. **Phase Developer Representative**

Tim Steinhilber, PE

EXHIBIT 4
INTENTIONALLY OMITTED

EXHIBIT 5

PREDEVELOPMENT MILESTONES AND DEADLINES

Predevelopment Work Milestone	Predevelopment Milestone Deadline
A complete and compliant Committed Section Proposal for Phase South is delivered to MDOT	May 27, 2022
Financial Close of the Section P3 Agreement for Phase South is achieved	October 31, 2022
Financial Close of all Sections in Phase North is achieved	Expiry of the Term.

EXHIBIT 6

PREDEVELOPMENT WORK REQUIREMENTS

[Refer to separate attachment]

EXHIBIT 7

COMMITTED SECTION PROPOSAL

1. COMMITTED SECTION PROPOSAL

1.1 The Committed Section Proposal

The Committed Section Proposal must include the following:

- (a) a Committed Section Proposal letter from the Phase Developer and Section Developer in the form of Attachment A, attaching a copy of the Section P3 Agreement (including all exhibits to the Section P3 Agreement (including the Section Technical Provisions));
- (b) commitment letters from the Lenders and Lead Underwriters, in accordance with Section 1.2 (Financial Institutions Providing Debt Financing);
- (c) commitment letters and other supporting information from the CSP Equity Members in accordance with Section 1.3 (Details of Equity Source and Equity Member Letters);
- (d) financial statements demonstrating the financial strength of the CSP Equity Members, Key Contractors, and guarantors (if any), in accordance with Section 1.4 (Financial Strength of Members), including the Financial Officer's Certificates in the form of Attachment B;
- (e) a financial advisor letter accordance with Section 1.5 (Financial Advisor Letter);
- (f) an Initial Base Case Financial Model in accordance with Section 1.6 (Initial Base Case Financial Model);
- (g) a financial model audit in accordance with Section 1.7 (Financial Model Audit);
- (h) a traffic and revenue report in accordance with Section 1.8 (Traffic and Revenue Report);
- (i) an opinion letter in support of the traffic and revenue report in accordance with Section 1.9 (Opinion Letter Supporting Traffic and Revenue Report);
- (j) two investment grade ratings in accordance with Section 1.10 (Investment Grade Ratings);
- (k) a Lenders technical advisor's report in accordance with Section 1.11 (Lenders Technical Advisor's Report);
- (l) a copy of the draft TIFIA loan agreement term sheet in accordance with Section 1.12 (Draft TIFIA Loan Agreement);
- (m) a copy of the full form D&C Contract for the Section in accordance with Section 1.13 (Form of D&C Contract);
- (n) a copy of the full form tolling, operations, and maintenance contracts (as applicable) for the Section in accordance with Section 1.14 (Form of Tolling, Operations, and Maintenance Contracts);
- (o) the amount of the Initial Upfront Payment in accordance with Section 1.15 (Initial Upfront Payment);

- (p) the amount of any cash closing fee that will be payable in accordance with Section 1.18 (Payment of Developer Closing Fee Percentage);
- (q) specify the Section Proposal Equity IRR in accordance with Section 1.19 (Section Proposal Equity IRR);
- (r) transit commitments in accordance with Section 1.20 (Transit Commitments);
- (s) the Section Technical Proposal in accordance Section 1.15 (Section Technical Provisions and Section Technical Proposal) of Exhibit 6 (Predevelopment Work Requirements);
- (t) the safety program for the D&C Contractor in accordance with Section 1.21 (Safety Requirements of D&C Contractor);
- (u) an Operations and Maintenance Plan that satisfies the requirements of Article 25 of Exhibit 6 (Predevelopment Work Requirements);
- (v) the concept design for the Section to the level of completion as agreed with MDOT. The concept design shall include:
 - (i) the proposed limits of the Section Work and Limit of Disturbance, all critical existing and proposed features of the Section (including impacts associated with the Section Work) such as Permanent ROW, environmental resources, hazardous materials, utilities, and all major elements for each engineering discipline;
 - (ii) the Section Schedule; and
 - (iii) a list (including their status) of all Governmental Approvals and third party approvals required.
- (w) details of the Section Key Personnel in accordance with Section 1.22 (Section Key Personnel);
- (x) commitment letters from Eligible Security Issuers for the performance and payment security under the Section P3 Agreement in accordance with Section 1.23 (Performance Security under Section P3 Agreement);
- (y) a Buy America certification from the Section Developer in the form of Attachment C;
- (z) a proposal affidavit from the Phase Developer and Section Developer, each Key Contractor, and guarantors (if any) in the form of Attachment D;
- (aa) a non-collusion affidavit from the Section Developer, each CSP Equity Member, each Key Contractor, and guarantors (if any) in the form of Attachment E;
- (bb) a certification regarding the use of contract funds for lobbying from the Section Developer, each Key Contractor, each D&C Contract Member, and each CSP Equity Member in the form of Attachment F;
- (cc) a certification regarding no conflict of interest from the Section Developer in the form of Attachment G;
- (dd) a debarment certification from the Section Developer in the form of Attachment H;

- (ee) an equal employment opportunity certification from the Section Developer in the form of Attachment I;
- (ff) the DBE and MBE documentation from the Section Developer in accordance with Section 1.24 (DBE and MBE Documentation);
- (gg) any other items under Exhibit 6 (Predevelopment Work Requirements) that are to be included in the Committed Section Proposal; and
- (hh) any other items agreed between the Phase Developer and MDOT.

1.2 **Financial Institutions Providing Debt Financing**

- (a) This Section 1.2 provides the requirements for commitment letters with respect to bank financing ("**Bank Debt Financing**") and capital markets financing ("**Bond Financing**") that are included in the MDOT approved Financing Plan.
- (b) With respect to a Bond Financing (except Bond Financing involving a private placement under Regulation D), a letter from a Lead Underwriter agreeing to purchase 100 percent of the volume of bonds to be issued at market prices. If the Section Developer has more than one Lead Underwriter, the aggregate volume commitments of the Lead Underwriters must equal 100 percent of the volume.
- (c) For each Bank Debt Financing and each Bond Financing included in the approved Financing Plan, the Phase Developer shall provide a letter of commitment with a commitment period expiring no earlier than the commitment period of the Committed Section Proposal from each Lender, each Lead Underwriter, or each Placement Agent as the case may be. The letter of commitment must include the following:
 - (i) with respect to a letter of commitment from each Lender, confirmation that:
 - (A) certain due diligence has been completed (including legal, insurance, and technical);
 - (B) the Section P3 Agreement is acceptable in the form attached to the Committed Section Proposal; and
 - (C) final credit approval has been received, subject only to the completion of final credit documents and the satisfaction of customary conditions precedent;
 - (ii) with respect to a letter of commitment from each Lead Underwriter, confirmation that:
 - (A) certain due diligence has been performed (including legal, insurance, and technical);
 - (B) the Section P3 Agreement is acceptable in the form attached to the Committed Section Proposal; and
 - (C) final credit approval has been received, subject only to the completion of final documentation and satisfaction of customary conditions precedent;
 - (iii) with respect to a letter of commitment from a Placement Agent:

- (A) confirmation that certain due diligence has been performed (including legal, insurance, and technical);
 - (B) confirmation that the Section P3 Agreement is acceptable in the form attached to the Committed Section Proposal;
 - (C) confirmation that final credit approval has been received subject only to the completion of final documentation and satisfaction of customary conditions precedent;
 - (D) evidence that the Placement Agent has served as the lead arranger in the past five years on over \$1 billion of infrastructure projects (which may be privately owned or delivered under the public-private partnership framework and may cover transportation, social/accommodations, or other asset types);
 - (E) a copy of a report from BrokerCheck (<http://brokercheck.finra.org/>) for the Placement Agent, if applicable, evidencing the Placement Agent's proper registration and licensing to act in such capacity;
 - (F) confirmation that the private placement is exempt under Section 4(a) of the Securities Act of 1933, as amended, and indicate which exemption is being relied upon; and
 - (G) a list of the purchases of the private placement and each of their commitments;
- (iv) a detailed term sheet that includes the following terms and conditions:
- (A) type and purpose of facility;
 - (B) interest rates (whether fixed or floating, specifying the base rate and applicable margins or spreads with respect to a Bank Debt Financing);
 - (C) amounts in Dollars of the facilities provided;
 - (D) conditions precedent to Financial Close;
 - (E) principal covenants (affirmative and negative);
 - (F) financing security (including guarantees);
 - (G) events of default;
 - (H) structural features;
 - (I) cover ratios;
 - (J) average life of debt;
 - (K) reserve accounts and the funding and other requirements with respect to such accounts;
 - (L) redemption/prepayment features;

- (M) drawdown schedule;
 - (N) capital repayment grace period;
 - (O) repayment schedule and final maturity date;
 - (P) flow of funds;
 - (Q) representations and warranties;
 - (R) any proposed hedging arrangements in relation to interest rate risk;
 - (S) commitment, arrangement, and other fees that are payable; and
 - (T) any other material terms and conditions relevant to the financing;
- (v) a detailed timetable setting out the expected period for negotiation and signing of the debt facilities;
 - (vi) a description of all fees payable to the Lender(s), Lead Underwriter(s), and if applicable Placement Agent(s); and
 - (vii) any other material information that would be relevant to the specific forms of debt finance that are proposed.

1.3 **Details of Equity Source and Equity Member Letters**

- (a) For each CSP Equity Member, the Committed Section Proposal must include an Equity Member Letter, signed by the CSP Equity Member's chief executive officer, chief financial officer, chief investment officer, or equivalent officer.
- (b) The Equity Member Letter must include:
 - (i) the legal name of the CSP Equity Member. In cases where equity is contributed by a fund, the Equity Member Letter must identify the fund managers, the general characteristics of the fund investors, and the percentage of participation;
 - (ii) the amount of funds the CSP Equity Member is to commit, the source, and type of the funds (e.g. shareholder capital and shareholder loans), the timing of the subscription, and any potential risks due to other equity commitments;
 - (iii) the terms and conditions of the subscription, including dividend rights attaching to shares or membership interests, the extent to which funds are committed, and the length of time funds will remain in the project vehicle;
 - (iv) an acknowledgement of §202 of the Act; and
 - (v) evidence of the signatory's authority to sign the Equity Member Letter.
- (c) The Committed Section Proposal shall include sufficient documentation to provide assurance that private equity funding will be in place.
- (d) The Committed Section Proposal must include certified copies of the board minutes or other written evidence of approval of the contents of the Committed Section Proposal by

each CSP Equity Member, together with appropriate evidence of the authorization of the person or body giving the approval.

1.4 **Financial Strength of Members**

The Committed Section Proposal must include financial statements for each CSP Equity Member and Key Contractor (each a "**Member**" and together the "**Members**"), and their guarantors, if any, in accordance with the requirements below.

(a) **Required Financial Statements**

The Committed Section Proposal must include the following financial statements:

- (i) financial statements for each entity's three most recently completed fiscal years (as applicable), audited by a generally recognized certified public accountant firm, or, if audited statements have not been produced, unaudited annual statements accompanied by a letter from the Chief Financial Officer, or equivalent officer, that the unaudited statements are true, accurate, and correct; and
- (ii) any interim financial statements prepared after the latest annual financial statement (e.g. quarterly and half-yearly).

(b) **Inclusions**

The financial statements described in Section 1.4(a) (Required Financial Statements) must include the following:

- (i) an auditor's report for the annual financial statements (unless audited statements have not been produced);
- (ii) balance sheet;
- (iii) income statement;
- (iv) statement of cash flows; and
- (v) footnotes (as available).

(c) **Additional Requirements**

The financial statements described in Section 1.4(a) (Required Financial Statements) must satisfy the following requirements:

- (i) all financial statements must be presented in their native language and, if their native language is a language other than English, an English translation must be provided;
- (ii) all amounts in the financial statements must be presented in their native reported currency;
- (iii) all financial statements must be provided electronically in standard, unrestricted, searchable PDF files; and

- (iv) applicable portions of each entity's financial statements must be provided electronically in standard unlocked Microsoft Excel workbooks using the "Financial Statement Template" provided by MDOT, and as follows:
 - (A) one workbook should be populated with the balance sheet, income statement, and statement of cash flows, for each of the three most recent years and relevant interim period(s) in separate columns, in chronological order, from left to right, in Dollars;
 - (B) if an entity reports financial statements in a currency other than Dollars, the information required in Section 1.4(c)(iv)(A) above must also be provided in a second, separate workbook, in the same format, in the native reported currency; and
 - (C) entities may submit financial statements in an encrypted (password protected) format, provided no non-standard software is required to access it. Entities that elect to protect their financial statements must clearly include the password with their Committed Section Proposal.

(d) **Accounting Principles**

If an entity provides financial statements that are not prepared in accordance with:

- (i) IFRS; or
- (ii) GAAP from a G7 Country (Canada, France, Germany, Italy, Japan, United Kingdom, and the U.S.),

then an explanation of the accounting differences between IFRS or GAAP, and the accounting standards used to produce the audited financial statements must be prepared and submitted by the auditing firm.

(e) **Financial Officer's Certificates**

- (i) The Committed Section Proposal must include a separate Financial Officer's Certificates in the form of Attachment B for each CSP Equity Member, each Key Contractor, and each guarantor (if any), subject to Section 1.4(e)(ii).
- (ii) If a CSP Equity Member, or a Key Contractor has a guarantor, then only one certificate is required from the guarantor and its guaranteed entity.

(f) **Rating**

If a CSP Equity Member, the D&C Contractor, a D&C Contract Member, or the O&M Contractor maintain rated debt, then the Committed Section Proposal must include the latest rating report by the Rating Agency for the CSP Equity Member, D&C Contractor, D&C Contract Member, or O&M Contractor.

1.5 **Financial Advisor Letter**

The Committed Section Proposal must include an opinion letter from the Phase Developer's or Section Developer's financial advisor (or if one has not been appointed as of the date the Committed Section Proposal is submitted, by the Section Developer's chief financial officer or treasurer) indicating that the Financing Plan for the Section is achievable and sufficient to fulfil the commitments set out in the Committed Section Proposal.

1.6 Initial Base Case Financial Model

The Committed Section Proposal shall include an Initial Base Case Financial Model. The format of the Initial Base Case Financial Model is at the discretion of the Phase Developer, but it must comply with the requirements set out in this Section 1.6 (Initial Base Case Financial Model), and must be in the same form as previously reviewed and approved by MDOT as part of the Financing Plan for the Section under Section 1.22 of Exhibit 6 (Predevelopment Work Requirements).

(a) Initial Base Case Financial Model Format Requirements

- (i) The Initial Base Case Financial Model shall be compatible with Microsoft Excel Version 2007 for Windows 7 or later operating system. The file name of the Initial Base Case Financial Model must clearly identify the Initial Base Case Financial Model version and shall change with each successive version of the Initial Base Case Financial Model issued. Where additional Initial Base Case Financial Models based on the same version are issued (for example where the additional Initial Base Case Financial Model is generated by changing input cells only) the file name must reflect that the same version that is being used.
- (ii) The Initial Base Case Financial Model must contain, at a minimum, the following on a title page in a separate worksheet:
 - (A) model name;
 - (B) Phase Developer's name;
 - (C) Section limits;
 - (D) model author;
 - (E) version;
 - (F) date (Initial Base Case Financial Model date and run date);
 - (G) key to formats (for example yellow for inputs); and
 - (H) key to sheet names (for example "Inp" for input sheets, "Calc" for calculation sheets).
- (iii) Each output sheet of each Initial Base Case Financial Model must identify the Initial Base Case Financial Model version and the date of issue.
- (iv) No password protections may be included in the Initial Base Case Financial Model (including password protected macros, or hidden rows, columns, cells, or sheets).
- (v) Each Initial Base Case Financial Model must be formatted to facilitate printing.

(b) Initial Base Case Financial Model Consistency

The Initial Base Case Financial Model must have time periods across the columns and calculations down the rows. This must be consistent in all sheets of the Initial Base Case Financial Model. There are two areas where consistency is most important:

- (i) Columns: a column must be used for the same period in each of its occurrence in model worksheets, with the exception of any additional summary worksheets that the Phase Developer elects to include must be color coded and may only be used for the consolidation of outputs. Any non-summary worksheets that perform calculations must use the same periodicities for each column throughout the model; and
- (ii) Rows: a row must contain only one formula copied across all columns. Exceptions may only be made when appropriate according to modeling best practices, in which case such cells should be marked in a manner noting them as unique formulae.

(c) **Initial Base Case Financial Model Integrity**

All calculations must be coded to provide exactly what they represent (no balancing figures). The use of a macro is acceptable provided it is appropriately documented in the Initial Base Case Financial Model and the Assumptions Book. For the purposes of clarity, the Initial Base Case Financial Model must present all formulas, not simply "pasted values".

(d) **Initial Base Case Financial Model Linearity**

The Initial Base Case Financial Model must calculate in one pass (no circular references).

(e) **Elements of the Initial Base Case Financial Model**

The Initial Base Case Financial Model must have three distinct elements:

- (i) inputs: which must include data and assumptions but no calculations;
- (ii) calculations: individual calculations that support each line of all outputs and reports. There must be no duplication of calculations and input cells must not be hard-coded in calculations sheets; and
- (iii) outputs: no input cells hard-coded in output sheets and no calculations except for simple formulae such as sums and check totals.

(f) **Initial Base Case Financial Model Inputs and Specifications**

The Initial Base Case Financial Model must be developed with reference to the following key inputs and assumptions:

- (i) all milestone dates in the Section P3 Agreement must be met;
- (ii) the Initial Base Case Financial Model must be constructed using, at minimum:
 - (A) monthly periods from Financial Close until Substantial Completion; and
 - (B) semi-annual periods from Substantial Completion until two years after the term of the Section P3 Agreement;
- (iii) all demand and toll rate assumptions must be clearly stated in the Initial Base Case Financial Model with supporting detail being provided in the supporting Assumptions Book. The level of detail in the Assumptions Book must be sufficient to enable independent verification of individual revenue assumptions. While

aggregate revenue estimates may be used as an input within the Initial Base Case Financial Model, a detailed breakdown, supported by any traffic and revenue studies undertaken by the Phase Developer or Section Developer must be supplied as an annex to the Assumptions Book, such that there is a transparent relationship between demand, toll rates, and toll revenues;

- (iv) the Initial Base Case Financial Model must include certain assumptions related to the investment in the MDTA Notes and the associated interest and payment receipts agreed with MDOT during the Predevelopment Work. Given MDTA's limitation on issuing bonds that mature later than 40 years after the date of issue, the Initial Base Case Financial Model must include certain assumptions associated with interest and principal proceeds over the term of the Section P3 Agreement (i.e. modelled as a 50 year bond, while recognizing that the final maturity of the initial MDTA Notes issuance will be scheduled for an initial 40 year period and that this initial MDTA Notes issuance will be refinanced prior to the final maturity). The Initial Base Case Financial Model must calculate the MDTA Notes purchase and principal and interest receipts assuming the following assumptions:
 - (A) the MDTA Notes will be purchased by the Section Developer at Financial Close;
 - (B) the MDTA Notes Outstanding Principal Amount will be an amount at issuance agreed among MDOT, MDTA, and the Phase Developer during the Predevelopment Work;
 - (C) three months following Substantial Completion, interest will accrue on a 30/360 basis at a fixed coupon rate to be agreed among MDOT, MDTA, and the Phase Developer during the Predevelopment Work with the yield expected to be based on 30-year US Treasuries yield at time of issuance;
 - (D) three months following Substantial Completion interest will be paid monthly;
 - (E) following the sixth anniversary of Financial Close, the MDTA Notes will amortize with a constant payment profile (i.e. mortgage style) over the remaining term of the Section P3 Agreement; and
 - (F) following the sixth anniversary of Financial Close, principal will be paid monthly;
- (v) all cost assumptions must be clearly stated in the Initial Base Case Financial Model with additional detail being provided in the supporting Assumptions Book. The level of detail in the Assumptions Book must be sufficient to enable independent verification of individual cost assumptions. The costs must match the values provided in corresponding submissions to MDOT, and must be in real Dollar values, with the exception of the D&C Contract. Where aggregate costs are used as an input within the Initial Base Case Financial Model, a detailed breakdown must be supplied as an annex to the Assumptions Book;
- (vi) the Upfront Payment, Allowed Costs, Development Rights Fee, and Developer Closing Fee Percentage amounts included in the Initial Base Case Financial Model must be consistent with the amounts in Section 1.15 (Initial Upfront Payment), Section 1.16 (Reimbursement of Allowed Costs), Section 1.17 (Reimbursement

of Development Rights Fee), and Section 1.18 (Payment of Developer Closing Fee Percentage);

- (vii) all Lender's closing fees and Rating Agency fees to be paid at Financial Close are reasonable and, if applicable, are resulting from work specified in Exhibit 6 (Predevelopment Work Requirements);
- (viii) the Initial Base Case Financial Model should not include the Mandatory Equity Sale or any Refinancing;
- (ix) the Initial Base Case Financial Model must make clear where contingencies and profit margins have been included;
- (x) all macroeconomic assumptions used in the Initial Base Case Financial Model must be clearly stated in the Assumptions Book;
- (xi) if inflation indices other than CPI-U are used in the model (for example to inflate wages) then these must be clearly stated as separate inputs;
- (xii) the Initial Base Case Financial Model must be compliant with U.S. GAAP, or IFRS to the extent permitted by Lenders; and
- (xiii) the Initial Base Case Financial Model must clearly show the tax assumptions, which must be clearly stated in the Assumptions Book.

(g) **Initial Base Case Financial Model Outputs**

The Initial Base Case Financial Model must include:

- (i) outputs of the Initial Base Case Financial Model that must identify the Initial Base Case Financial Model version and the date of issue;
- (ii) a summary sheet which includes:
 - (A) sources and uses of funds statement;
 - (B) graphs of cover ratios; and
 - (C) a profile of cash balances confirming the financial feasibility of the Section;
- (iii) financial statements (cash flow, sources and uses of funds, balance sheet, and profit and loss) in nominal terms for each period;
- (iv) a schedule outlining the calculation of taxes payable in each period, and showing tax carry forward and un-depreciated balances;
- (v) cash cascade in order of seniority (consistent with the Section P3 Agreement);
- (vi) Section Proposal Equity IRR and other customary IRR metrics including project IRR, pre-tax and post-tax IRR;
- (vii) debt to equity ratio for all periods, defined as the ratio of total debt to total equity and quasi-equity;

- (viii) weighted average cost of capital (the average cost of equity and debt weighted by the prevailing proportions of debt to equity for the initial design and construction) over the term of the Section P3 Agreement;
 - (ix) net present value of construction costs, operations and maintenance costs, toll collection costs, lifecycle costs (using a five percent discount rate, discounted back to the Committed Section Proposal submission date);
 - (x) for each annual period of each loan, all actual and average ratios required by the Lender's term sheets, including as a minimum, the debt service cover ratio, loan life cover ratio being the net present value of future net cash flow available to service debt over the loan life, including cash balances but excluding the balance of the lifecycle maintenance reserve, divided by the senior debt outstanding;
 - (xi) for each period of each loan, all commitment, arrangement, and other fees that are payable;
 - (xii) appropriate reserves as required by the Lender's term sheets, which may include a debt service reserve account and a maintenance reserve account. The Initial Base Case Financial Model must incorporate the benefit of interest earned on all Section Developer cash balances; and
 - (xiii) the impact of all claims for tax allowances made by the Section Developer.
- (h) **Initial Base Case Financial Model Functionality and Sensitivity Analysis**
- (i) The Initial Base Case Financial Model must provide the ability to run sensitivities to absolute or percentage changes, whichever is appropriate, in each of the following areas:
 - (A) traffic and revenue;
 - (B) inflation rates;
 - (C) interest rates;
 - (D) Capital Costs;
 - (E) operating costs, maintenance costs, and rehabilitation costs;
 - (F) date of Financial Close; and
 - (G) Substantial Completion Date.
 - (ii) Running a sensitivity analysis must only require a change to a single model input. The Initial Base Case Financial Model must be developed so that when an input variable is changed, the effect will flow through the model to all relevant outputs (subject to re-optimization of the Initial Base Case Financial Model through the use of a macro, if applicable). Major variable cost items (for example toll collection costs) must dynamically adjust when running sensitivities.
- (i) **Initial Base Case Financial Model Scenarios**
- (i) The Phase Developer shall include a sensitivity analysis in accordance with the following requirements that demonstrates the strength of its Financing Plan.

MDOT may audit and review the Initial Base Case Financial Model to confirm the accuracy of the calculations provided by the Phase Developer.

- (ii) For the variables listed below, the Phase Developer shall present the effect of these variations on the expected Equity IRR, Alternative Equity IRR, and on the minimum and average debt service cost ratios for all Section Debt. For these calculations, the Phase Developer is to solve the Initial Base Case Financial Model to achieve the highest Alternative Equity IRR while the Initial Upfront Payment is maintained. The Phase Developer shall assume that no compensation or damages will be payable by MDOT to the Section Developer under the Section P3 Agreement. The Phase Developer shall state whether any financial covenants in any financing agreement of the Section Developer would be breached under any of the below scenarios:
- (A) gross toll revenue: +10 percent and -10 percent of forecasted amounts (in each year that the Section Developer projects such revenue);
 - (B) fixed (i.e. non variable) operations and routine maintenance work (excluding renewal work) expenditure: +20 percent and -20 percent of forecasted amounts (in each year that the Section Developer projects such expenditures);
 - (C) renewal work expenditure: +20 percent and -20 percent of forecasted amounts (in each year that the Section Developer projects such expenditures);
 - (D) Substantial Completion Date: six months and 12 months delay in the occurrence of the Substantial Completion Date (not caused by compensation events or relief events under the Section P3 Agreement) beyond the Scheduled Substantial Completion Date identified in the Initial Baseline Schedule;
 - (E) interim completion: to the extent the Committed Section Proposal includes interim completion milestones, three months and six months delay in the occurrence of each interim completion milestone date (not caused by compensation events or relief events under the Section P3 Agreement) beyond the scheduled interim completion date identified in the Initial Baseline Schedule;
 - (F) CPI-U: the effects of an decrease in CPI-U rates in 25 basis point intervals from -25 to -50 basis points, and an increase in all CPI-U rates in 25 basis point intervals from +25 to +50 basis points (a parallel shift);
- (iii) For the following variables, the Phase Developer shall maintain the Alternative Equity IRR equal to the Section Proposal Equity IRR amount and present the effect of these variations on the Initial Upfront Payment by solving the Initial Base Case Financial Model, in accordance with the terms of the Agreement to determine the highest Initial Upfront Payment while satisfying the financial covenants in the financing agreements of the Section Developer:
- (A) Benchmark Interest Rate fluctuation (prior to Financial Close): the effects of a decrease in all Benchmark Interest Rates in 25 basis point intervals from -25 to -100 basis points, and an increase in all Benchmark Interest

Rates in 25 basis point intervals from +25 to +100 basis points (i.e. a parallel shift); and

- (B) Benchmark Interest Rate fluctuation break even (prior to Financial Close): the maximum basis points increase in all rates (i.e. a parallel shift) such that the Initial Upfront Payment equals \$0.
- (iv) The Initial Base Case Financial Model must provide and include the financial model inputs, outputs, and specifications for the following scenarios to assess compliance with the Lender's term sheet and any TIFIA loan agreement that will be used:
 - (A) "Lenders' Base Case Scenario" (based on the Lenders' base case traffic and revenue and reflecting the Lenders' technical advisor's considerations, and excluding all re-financings);
 - (B) "Indicative Rating Base Case" (based on the indicative rating base case traffic and revenue and reflecting any other Rating Agency assumptions);
 - (C) "Lender's Low Case Scenario" ("Lenders' Base Case Scenario" using the Lenders' low case traffic and revenue); and
 - (D) "Indicative Rating Case" (based on the "Indicative Rating Base Case" using any applicable sensitivities to traffic and revenue required by Rating Agency).
- (j) **Initial Base Case Financial Model Assumptions Book**
 - (i) The Phase Developer shall submit an Assumptions Book that describes in full all of the assumptions underlying the financial projections in the Initial Base Case Financial Model. The Assumptions Book must include, at a minimum, the following:
 - (A) dates as listed in [●];¹
 - (B) assumptions relating to general inflation and, where different, specific inflation relating to each component of expenditure, including construction costs and revenue for each year;
 - (C) depreciation assumptions split between the various categories of fixed assets;
 - (D) traffic assumptions underlying the revenue forecasts, including the following reports or information:
 - (aa) Lender's traffic revenue report (including assumptions for base and low cases);
 - (bb) revenue projections used by Rating Agencies to determine the base and low cases;

¹ Dates will be submitted consistent with milestones previously agreed with MDOT and identified in the Committed Section Proposal.

- (E) average actual tolls for each year of the term of the Section P3 Agreement; and
 - (F) all financing assumptions, including drawdowns, capital repayment moratoria, repayment schedules and maturity, interest rates and margin, and arrangement and other fees (all must be referenced to the relevant credit provider term sheet).
- (ii) Any third-party reports developed to support inputs and assumptions used in developing the financial offer comprised in the Committed Section Proposal must be appended to the Assumptions Book.
- (k) **Initial Base Case Financial Model Instructions Guide**
- (i) The Phase Developer shall provide details of how the Initial Base Case Financial Model operates. Such details must include identifying all worksheets and describing their respective functions.
 - (ii) The instructions must include step by step instructions on the procedure to run and optimize the Initial Base Case Financial Model, including any constraints imposed by the credit providers on results of downside sensitivities. The instructions must also explain how to print the model.
- (l) **Detailed Cost and Pricing Data**
- (i) All cost and pricing data included in the Initial Base Case Financial Model must be consistent with that provided to MDOT in the Committed Section Proposal.
 - (ii) The Assumptions Book must explicitly identify any cost or pricing data that has not been agreed in writing by MDOT or is explicitly required as part of the terms of this Agreement or the Section P3 Agreement.

1.7 Financial Model Audit

- (a) The Initial Base Case Financial Model must be audited by a model audit firm (the "**Financial Model Auditor**") at the Phase Developer's sole cost.
- (b) The Committed Section Proposal must include a copy of the audit report for the Initial Base Case Financial Model (the "**Bid Model Audit Report**").
- (c) The Financial Model Auditor engaged by the Phase Developer:
 - (i) must not be affiliated with the Phase Developer, any Phase Developer-Related Entity, or the Section Developer;
 - (ii) must be otherwise free of any conflict of interest;
 - (iii) must have a national reputation for similar scope of work; and
 - (iv) must be approved by MDOT, with such approval being based on information to be submitted in Section 1.7(b). Such approval shall not be unreasonably withheld.
- (d) Prior to engaging the Financial Model Auditor, the Phase Developer shall provide MDOT with the following information:

- (i) the name and address of the proposed Financial Model Auditor;
- (ii) confirmation that the Financial Model Auditor is not affiliated with the Phase Developer, any Phase Developer-Related Entity, or the Section Developer;
- (iii) confirmation that no conflicts of interest exist and disclosure of any perceived conflicts of interests that may exist;
- (iv) the proposed terms of engagement (including the proposed form of the model audit opinion and any governing law provisions) and the level of professional liability coverage (which must be at least \$2,000,000 and cover claims by MDOT arising from any errors or omissions by the Financial Model Auditor in connection with the model audit);
- (v) a list of revenue risk highway projects, grouped by geographic location, for which the proposed Financial Model Auditor has provided model auditing services;
- (vi) a list of the Financial Model Auditor team members; and
- (vii) a resume for each Financial Model Auditor team member.

MDOT will use reasonable efforts to provide notice to the Phase Developer of approval or rejection of the Financial Model Auditor within five Business Days of receipt of the above information. If the submission is rejected, the Phase Developer shall submit a different Financial Model Auditor for approval and MDOT will use reasonable efforts to provide notice of approval or rejection within five Business Days. It is the Phase Developer's sole responsibility to ensure that it has obtained approval for the Financial Model Auditor prior to submission of the Committed Section Proposal.

- (e) The audit of the Initial Base Case Financial Model for the purposes of the Committed Section Proposal may consist of the same independent audit of the model required by the Lenders.
- (f) The Bid Model Audit Report must include a statement that the Initial Base Case Financial Model is:
 - (i) free of mechanical errors;
 - (ii) suitable for use in connection with the calculations of termination compensation pursuant to the Section P3 Agreement; and
 - (iii) suitable for use in connection with determining compensation for compensation events under the Section P3 Agreement.
- (g) The Phase Developer and Section Developer will assume the risk of all errors, omissions, defects, and deficiencies in the Initial Base Case Financial Model.
- (h) The Financial Model Auditor is not required to provide an opinion on whether the financial statements for future periods are in compliance with U.S. GAAP.
- (i) The Phase Developer and Section Developer will not be entitled to any decrease in the Initial Upfront Payment or any modifications to any provision of this Agreement or the Section P3 Agreement based on any errors in the results of the Initial Base Case Financial Model, or a discovery of one or more erroneous inputs or formula.

- (j) If any errors, omissions, defects, or deficiencies in an Initial Base Case Financial Model are identified prior to MDOT's approval of the Committed Section Proposal, MDOT may require the Committed Section Proposal be withdrawn and resubmitted to MDOT.

1.8 **Traffic and Revenue Report**

The Committed Section Proposal must include an investment grade report, from the preparer of the Phase Developer's traffic and revenue forecast, that supports the assumptions contained in the Initial Base Case Financial Model.

1.9 **Opinion Letter Supporting Traffic and Revenue Report**

The Committed Section Proposal must include an opinion letter from the preparer of the Phase Developer's traffic and revenue forecast that states:

- (a) the Initial Base Case Traffic Projections are reasonable; and
- (b) describes the key assumptions used in the traffic and revenue forecasting.

1.10 **Investment Grade Ratings**

The Committed Section Proposal must include a letter from two Rating Agencies providing indicative investment grade ratings on senior debt and TIFIA loan (if applicable). The letters must include information on the assumptions used in establishing the rating that are consistent with those included in the Initial Base Case Financial Model.

1.11 **Lenders Technical Advisor's Report**

The Committed Section Proposal must include a copy of the Lenders technical advisor's report.

1.12 **Draft TIFIA Loan Agreement**

If the Phase Developer proposes to use the TIFIA loan program as a source of financing the Section, the Committed Section Proposal must include a copy of the draft TIFIA loan agreement term sheet.

1.13 **Form of D&C Contract**

The Committed Section Proposal must include a copy of the full form D&C Contract for the Section, together with a commitment letter from the D&C Contractor confirming that it will enter into the D&C Contract and that the D&C Contract price is agreed.

1.14 **Form of Tolling, Operations, and Maintenance Contracts**

If the tolling, operations, and maintenance work under the Section P3 Agreement will be carried out under one or more separate contracts, the Committed Section Proposal must include a copy of the full form of the tolling, operations, and maintenance contracts together with a commitment letter from each contractor confirming that it will enter into the tolling, operations, or maintenance contract and that the price of such contract is agreed.

1.15 **Initial Upfront Payment**

The Committed Section Proposal must specify the amount of the Upfront Payment that will be payable, subject to adjustments as provided in the Section P3 Agreement, by the Section Developer on Financial Close of the Section P3 Agreement ("**Initial Upfront Payment**").

1.16 Reimbursement of Allowed Costs

The Committed Section Proposal must specify the amount of the Phase Developer's and the Section Developer's Allowed Costs up to the Predevelopment Cost Cap that it proposes will be reimbursed on Financial Close of the Section P3 Agreement, in accordance with the Agreement. These amounts shall be specified in the Initial Base Case Financial Model as detailed cost inputs for each payment of Allowed Costs to be reimbursed on Financial Close.

1.17 Reimbursement of Development Rights Fee

The Committed Section Proposal must specify the amount of the Development Rights Fee that will be reimbursed by the Section Developer on Financial Close of the Section P3 Agreement, in accordance with the Agreement.

1.18 Payment of Developer Closing Fee Percentage

The Committed Section Proposal must specify the amount of the Developer Closing Fee Percentage (if any) that will be paid on Financial Close in accordance with Section 11.2(a)(iii) (Permitted Payments to Phase Developer and Section Developer on Financial Close) of the Agreement.

1.19 Section Proposal Equity IRR

The Committed Section Proposal must specify the Section Proposal Equity IRR and confirm that it is equal to or lower than the Proposal Equity IRR.

1.20 Transit Commitments

The Committed Section Proposal must include the commitments agreed in accordance with Section 11.4 (Regional Transit) of the Agreement and Section 1.17 (Transit Service Improvements) of Exhibit 6 (Predevelopment Work Requirements).

1.21 Safety Requirements of D&C Contractor

The Committed Section Proposal must include a safety program for the D&C Contractor that complies with the Maryland Occupational Safety and Health Administration.

1.22 Section Key Personnel

- (a) The Committed Section Proposal must include the following regarding the Section Key Personnel:
 - (i) the name of each individual proposed to fulfil the role of the Section Key Personnel under the Section P3 Agreement;
 - (ii) a resume for each proposed Section Key Personnel;
 - (iii) at least three references for each proposed Section Key Personnel for work performed on projects in the last 10 years. If the Section Key Personnel has worked on less than three projects in the last 10 years, provide references for the projects that the Section Key Personnel has worked on in the last 10 years. References shall be from project owners, preferably government entities and include the name, position, entity, email address, and telephone number of the reference; and

- (iv) a commitment letter from each proposed Section Key Personnel confirming that:
 - (A) the individual is available to fulfil the role of the Section Key Personnel under the Section P3 Agreement; and
 - (B) the Section Key Personnel will be available to attend meetings in the Baltimore area.
- (b) With respect to the proposed Section Construction Project Manager, the commitment letter under Section 1.22(a)(iv), must also specify that the individual will be available until all design and construction related disputes and claims are resolved, if any.
- (c) With respect to the proposed Section Design Project Manager, the commitment letter under Section 1.22(a)(iv), must also specify that the individual will be available until all design related disputes and claims are resolved, if any.

1.23 Performance Security under Section P3 Agreement

- (a) The Committed Section Proposal must include a commitment letter or letters from one or more Eligible Security Issuers, signed by an authorized representative (evidenced by a current certified power of attorney), committing to provide the performance and payment security required under the Section P3 Agreement.
- (b) The commitment letters must not include any conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to the award and execution of the Section P3 Agreement, and Financial Close.
- (c) The Eligible Security Issuers may reserve the right to reasonably approve any material adverse changes to the Section P3 Agreement or the technical provisions following the date of the commitment letter.

1.24 DBE and MBE Documentation

- (a) By submitting the Committed Section Proposal, the Section Developer agrees to meet the DBE participation goal for the Section D&C Work and the MBE participation goal(s) and subgoals that will be established for the Section O&M Work.
- (b) MDOT will advise the Section Developer of the MBE goal(s) and subgoals for the Section O&M Work following completion of the construction work for the Section P3 Agreement, and will provide the Section Developer with the applicable MBE forms to complete. While MDOT has not yet established the specific MBE goal(s) and subgoals for the Section P3 Agreement, the State currently has an overall aspirational MBE participation goal of 29%. Following completion of the construction work, the Section Developer will also be required to provide an MBE Participation Plan to MDOT for approval. The MBE Participation Plan shall include the Section Developer's proposed Section Diversity Manager who will be responsible for state and federal diversity compliance following completion of the Section D&C Work.
- (c) The Committed Section Proposal must include the following:
 - (i) signed DBE forms for the Section D&C Work in the form of Attachment J (DBE Forms);
 - (ii) a signed MBE form for the Section O&M Work in the form of Attachment K (MBE Forms); and

- (iii) a Section DBE Participation Plan for the Section D&C Work that meets the requirements of Attachment L (Section DBE Participation Plan).
- (d) The DBE Participation Schedule in Attachment J shall include the DBE firms that will be used by the Section Developer for the Section D&C Work in the first 180 days from Financial Close of the Section P3 Agreement.
- (e) If the Section Developer is unable to meet the DBE participation goal for the Section D&C Work, it must request and obtain a waiver in accordance with the MDOT DBE Form E of Attachment J with respect to the DBE goal.
- (f) If at any time after submitting the Committed Section Proposal but before contract award the Section Developer has reason to believe that a certified DBE listed on its DBE Participation Schedule is unable to perform, or has become or will become unavailable, or is ineligible to perform the work under the contract, the Phase Developer or Section Developer must within 72 hours of making the determination provide written notification to MDOT. Within five days of making the determination, the Phase Developer or Section Developer must make a written request to MDOT to amend the DBE Participation Schedule. The request shall include:
 - (i) the reason for including of the unavailable or ineligible firm on the original DBE Participation Schedule;
 - (ii) the name of each certified DBE subcontractor that will substitute for the unavailable or ineligible certified DBE subcontractor;
 - (iii) a description of the work that will be performed by each DBE subcontractor;
 - (iv) the percentage of the Agreement to be paid to the certified DBE subcontractor for the work or supply;
 - (v) the Dollar amount of the participation of each DBE firm participating; and
 - (vi) a full description of the Section Developer's Good Faith Efforts to substitute another certified DBE subcontractor to perform the work that the unavailable or ineligible certified DBE subcontractor would have performed.
- (g) If the Section P3 Agreement does not receive federal funds for the Section D&C Work, the Section Developer will be required to comply with the MBE program under Title 14 subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland, to the extent it is practicable and legally permissible to do so.

1.25 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

- (a) The Phase Developer and Section Developer's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" in the Section P3 Agreement.
- (b) The goals and timetables for minority and female participation are set out in the Section P3 Agreement.
- (c) The Phase Developer or Section Developer shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days

of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list:

- (i) the name, address, and telephone number of the subcontractor;
 - (ii) the employer identification number of the subcontractor;
 - (iii) the estimated Dollar amount of the subcontract;
 - (iv) the estimated starting and completion dates of the subcontract; and
 - (v) the geographical area in which the subcontract is to be performed.
- (d) As used in this notice, and in the contract resulting from this solicitation, the "Covered Area" is identified in the Section P3 Agreement.

1.26 **Consistency with Proposal**

Each Committed Section Proposal submitted by the Phase Developer must be consistent with any commitments made by the Phase Developer in its Proposal, unless otherwise agreed in writing by MDOT.

Attachment A

COMMITTED SECTION PROPOSAL LETTER

Date: [●]

Accelerate Maryland Partners LLC, (the "**Phase Developer**") and [●] (the "**Section Developer**") submit this Committed Section Proposal in accordance with the terms of the Phase P3 Agreement.

Capitalized terms not otherwise defined in this letter shall have the meaning given to that term in the Phase P3 Agreement.

Subject to the terms below, in consideration for MDOT agreeing to examine and consider this Committed Section Proposal, the undersigned undertakes [jointly and severally] to keep this Committed Section Proposal open for acceptance for 240 days after the date of this proposal, without:

- (a) unilaterally varying or amending its terms; or
- (b) any member of the Phase Developer or the Section Developer withdrawing, or any other change being made in the composition of the [partnership/ joint venture/ limited liability company/ consortium] on whose behalf this Committed Section Proposal is submitted,

without first obtaining the prior written consent of MDOT.

If this Committed Section Proposal is accepted by MDOT, the Phase Developer and the Section Developer shall:

- (a) if requested by MDOT, enter into Good Faith discussions with MDOT regarding the terms of the Section P3 Agreement, in accordance with the requirements of the Phase P3 Agreement; and
- (b) enter, or cause the Section Developer to enter, into the Section P3 Agreement in the form attached as Appendix 1, without varying or amending its terms (except for any modifications agreed in writing by MDOT).

The following individual(s) [is/are] authorized to enter into negotiations with MDOT for, or on behalf of the Phase Developer and the Section Developer in connection with the Section P3 Agreement:

- (a) [●].

The Phase Developer and the Section Developer each certify that:

- (a) the Committed Section Proposal is submitted without reservation, qualification, assumptions, or conditions;
- (b) it is satisfied that the Section P3 Agreement provides sufficient detail regarding the obligations that are to be performed by the Section Developer and that it does not contain internal inconsistencies, errors, or omissions;
- (c) it has carefully checked all the words, figures, and statements in this Committed Section Proposal;
- (d) the Phase Developer and Section Developer each intend to be legally bound by the commitments made in the Committed Section Proposal;

- (e) all Predevelopment Work for the Section as required by Exhibit 6 (Predevelopment Work Requirements), the Phase Developer's Proposal, or as otherwise agreed between the Parties has been completed; and
- (f) it has notified MDOT in writing of:
 - (i) any deficiencies or errors in, or omissions from the Section P3 Agreement or other documents provided by MDOT or MDTA; and
 - (ii) any unusual site conditions observed prior to the date the Committed Section Proposal is submitted.

The Phase Developer and the Section Developer each represent that the Committed Section Proposal remains valid and binding, and that all representations and certifications in the Committed Section Proposal are true, correct, and accurate as of the date of the Committed Section Proposal.

The Phase Developer and the Section Developer understand that MDOT and MDTA are not bound to enter into the Section P3 Agreement with the Section Developer.

Except to the extent expressly set out in the Phase P3 Agreement, the Phase Developer and the Section Developer understand that all costs and expenses incurred by them in preparing this Committed Section Proposal will be borne by the Phase Developer and the Section Developer, and will not be the responsibility of MDOT or MDTA.

Subject to the Phase Developer's and the Section Developer's rights under the Public Information Act, the Phase Developer and the Section Developer consent to MDOT's and MDTA's disclosure of the Committed Section Proposal, to any Persons after the award of the Section P3 Agreement and once it has been signed by all of the parties.

The Phase Developer and the Section Developer agree that MDOT and MDTA will not be responsible for any errors, omissions, inaccuracies, inconsistencies, or incomplete statements in this Committed Section Proposal.

This Committed Section Proposal will be governed by and construed in all respects according to the laws of Maryland.

The business address for the Phase Developer:

(No.)	(Street)	(Floor or Suite)	
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: [●]

[Signature block for Phase Developer to be inserted]

The business address for the Section Developer:

(No.) (Street) (Floor or Suite)

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: [●]

[Signature block of the Section Developer to be inserted]

The following additional information must be provided with the Committed Section Proposal letter:

- (a) a table showing the organization of the Section Developer;
- (b) a detailed description of the legal structure of the Section Developer and each CSP Equity Member that includes the following:
 - (i) if the Section Developer or a CSP Equity Member is a corporation or includes a corporation as a joint venture member, partner, or member, provide the articles of incorporation and bylaws for the Section Developer or CSP Equity Member certified by an appropriate individual;
 - (ii) if the Section Developer or a CSP Equity Member is a partnership or includes a partnership as a joint venture member, partner, or member, provide:
 - (A) the full names and addresses of all partners and the equity ownership interest of each partner; and
 - (B) the incorporation, formation, and organizational documentation for the Section Developer or CSP Equity Member (including partnership agreement and certificate of partnership) certified by an appropriate individual;
 - (iii) if the Section Developer or a CSP Equity Member is a consortium, joint venture, or includes a joint venture as a joint venture member, partner, or member, provide:
 - (A) the full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity; and
 - (B) the incorporation, formation, and organizational documentation for the Section Developer or CSP Equity Member (including the joint venture agreement) certified by an appropriate individual;
 - (iv) if the Section Developer or a CSP Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner, or member, provide:
 - (A) the full names and addresses of all members and the equity ownership interest of each entity; and
 - (B) the incorporation, formation, and organizational documentation for the Section Developer or CSP Equity Member (including the operating agreement) certified by an appropriate individual.
 - (v) If a CSP Equity Member is an investment fund, acting by and through its fund manager, the incorporation, formation, and organizational documents of the fund manager must satisfy the requirements for organizational documents. The term "organizational documentation" with respect to a CSP Equity Member means:
 - (A) the entity's certificate of formation, articles of incorporation/certificate of partnership/joint venture agreement, or equivalent charter documentation; and
 - (B) the entity must provide its partnership agreement, operating agreement, bylaws, equivalent joint venture, or investment fund internal governing organizational documentation;

- (c) the following documentation to demonstrate the validity and authorization of each Person signing the Committed Section Proposal:
- (i) if the Person is a corporation, a resolution of its governing body certified by an appropriate officer of the corporation;
 - (ii) if the Person is a partnership, a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner;
 - (iii) if the Person is a limited liability company, a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member must provide the foregoing information; or
 - (iv) if the Person is a consortium or other form of joint venture, a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member. If the Section Developer or Phase Developer is a consortium, joint venture, or a partnership, the Committed Section Proposal must be executed by all consortium or joint venture members or all general partners.
- (d) The Section Developer's partnership agreement, limited liability company operating agreement, charter, or joint venture agreement, as applicable, must include an express provision satisfactory to MDOT stating that, in the event of a dispute between or among joint venture members, partners, members, or shareholders, no joint venture member, partner, member, or shareholder will be entitled to stop, hinder, or delay work on the Section. The Section Developer shall submit the applicable agreement to MDOT and identify on a cover page where in the agreement the provision can be found.

Appendix 1

[A copy of the Section P3 Agreement including the Section Technical Provisions and all other Exhibits to the Section P3 Agreement to be attached]

ATTACHMENT B

FINANCIAL OFFICER'S CERTIFICATE

[Complete a separate Attachment B for each CSP Equity Member and Key Contractor, and guarantor (if applicable)²]

I, [Name], the [Title] of [Name of the Member] (the Member) [and the [Title] of [Name of Guarantor] (the Guarantor)], do hereby certify as of [Date]³ that:

(a) General

- (i) This certificate is being executed and delivered in connection with the Committed Section Proposal submitted by the Phase Developer and Section Developer for the Phase in accordance with the terms of the Phase P3 Agreement.
- (ii) For each of the matters set out below, I have:
 - (A) personal knowledge of this information; or
 - (B) have satisfied myself of this information by obtaining information from officers or employees of the [Member] [and the Guarantor] in whom I have confidence and whose duties require them to have personal knowledge thereof.
- (iii) I make the certifications in this Financial Officer's Certificate to MDOT and MDTA pursuant to the requirements of the Phase P3 Agreement with the intent and understanding that they will be relied upon by MDOT and MDTA as a basis for the evaluation of the Committed Section Proposal.

(b) Audited Financial Statements

- (i) The audited financial statements provided by [the Member] [the Guarantor] in the Committed Section Proposal for the fiscal years ended [●],[●], and [●] [and the interim financial statements for the following periods [●] and [●]] are complete and correct copies thereof.
- (ii) Where [the Member] [the Guarantor] has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of [the Member] [the Guarantor and its consolidated subsidiaries, including the Member,] as of such dates and for such periods. [The Member] [The Guarantor] has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.

(c) Off-Balance Sheet Liabilities

The [Member] [Guarantor] does not have any material off-balance sheet liabilities [other than as described in the financial statements referred to above] [other than the following: [●]].

(d) Financial Information Summary

² Each of the CSP Equity Members should provide its own separate certificate. If, however, any such firm is proposing a guarantor, only a consolidated certificate is required for the guarantor and its guaranteed entity. If a firm has no Guarantor, all references to "Guarantor" should be deleted from the certificate.

³ The date must not be earlier than seven calendar days prior to the date the Committed Section Proposal is submitted.

Attached as Annex A is a complete Company Information Summary relating to the Member [or the Guarantor]. All the information provided in the attached Company Information Summary is complete and correct to the best of my knowledge.

(e) **Bankruptcy/Insolvency Proceedings**

- (i) [There has been no "Insolvency Event" (as defined in Section (e)(iii) below) relating to the Member [the Guarantor] or any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Member [Guarantor] which has occurred within the most recent three fiscal years (whether or not such proceeding was ultimately dismissed).]
- (ii) [Attached as Annex B is a detailed description of an "Insolvency Event" relating to [entity name].]⁴
- (iii) For the purposes of this certification, "**Insolvency Event**" means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution or petition for winding-up, or similar proceeding, under any Applicable Law, in any jurisdiction.

(f) **Material Changes in Financial Condition:**

- (i) [No "Material Change" (as defined in Annex C) in the financial condition of the [Member] [Guarantor] has occurred or is projected to occur:
 - (A) within the most recently completed three fiscal years that is not reflected in its audited financial statements; or
 - (B) since the date of its audited financial statements for its most recently completed fiscal year.]
- (ii) [Attached as Annex C is a detailed description of Material Changes in the financial condition of [the Member] [the Guarantor].]⁵

Capitalized terms used but not otherwise defined in this certification have the meaning given in the Phase P3 Agreement.

⁴ Delete this sentence if it is not applicable. Do not provide an Annex B if there is no Insolvency Event to disclose.

⁵ Delete this sentence if it is not applicable. Do not provide an Annex C if there is no Material Change in financial condition to disclose.

IN WITNESS WHEREOF, the undersigned is the [Chief Financial Officer, Treasurer, or equivalent officer] of the entity to which this form relates and has duly executed this certificate as of the date first written above.

Name (signature)

Name (printed)

Title

Entity

Annex A – Company Information Summary

Entity: [●] [CSP Equity Member/ D&C Contractor/ Key Contractor or Guarantor]

SHAREHOLDER⁶	INTEREST (%)
[Shareholder name]	
[No current shareholders, equity members, partners, or equivalent have a holding of 15% or greater]	

RATING AGENCY⁷	CURRENT RATING	PREVIOUS RATING	DATE OF CHANGE IN RATING
[Rating Agency name]			
[Debt of the [Member] [Guarantor] is not rated by any major credit rating agency.]			
[[Member][Guarantor] has no debt]			

⁶ List current shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation, or other form of intermediary, also identify the ultimate or parent entity.

⁷ If applicable, list all credit ratings available for the company and provide a copy of the most recent credit report.

Annex B – Insolvency Event

[Member/ Guarantor to provide details]⁸

⁸ This Annex B will be deleted if there are no Insolvency Events to disclose to MDOT.

Annex C – Material Change in Financial Condition

- (a) The [Member] [Guarantor] must provide the following details regarding "Material Changes" (defined in paragraph (d) below) in the Member [or Guarantor's] financial condition:
- (i) a description of each Material Change, actual and projected, and any related changes or disruptions in executive management;
 - (ii) the actual and projected impacts on the affected entity's organizational and financial capacity, and its ability to remain engaged in this solicitation and submit a responsive proposal; and
 - (iii) a detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the term of the Phase.
- (b) Estimates of the impact on revenues, expenses, and the change in equity must be provided separately for each Material Change. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of Material Changes. Where a Material Change will have a negative financial impact, the affected entity must describe the measures that would be undertaken to insulate the Phase from any recent Material Changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a Material Change), the affected entity must describe the measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.
- (c) A Committed Section Proposal that fails to disclose a prior or pending Material Change in financial condition will not be considered a compliant Committed Section Proposal for the purposes of the Agreement.
- (d) A "**Material Change**" shall include the following:
- (i) a change in the tangible net worth of 10 percent or more of net assets;
 - (ii) a sale, merger, or acquisition exceeding 10 percent of the value of net assets prior to the sale, merger, or acquisition which in any way involve the affected entity, its parent company, or guarantor;
 - (iii) a change in credit rating or outlook for the affected entity, its parent company, or guarantor;
 - (iv) the inability to meet material conditions of loan or debt covenants by the affected entity, its parent company, or guarantor that has required or will require a waiver or modification of agreed financial ratios, coverage factors, or other loan stipulations, or additional credit support from shareholders or other third parties;
 - (v) in the current and three most recent completed fiscal years, the affected entity, its parent company, or guarantor:
 - (A) incurred a net operating loss;
 - (B) sustained charges exceeding five percent of the then net assets due to claims, changes in accounting, write-offs, or business restructuring; or

- (C) implemented a restructuring/reduction in labor force exceeding five percent of employees or involved the disposition of assets exceeding 10 percent of the then-net assets; and
- (vi) any other events known to the affected entity that may reasonably be perceived to be a material change in financial condition over the past three years, or which may be pending for the next reporting period.

ATTACHMENT C

BUY AMERICA CERTIFICATE

The undersigned certifies on behalf of itself and all proposed subcontractors (at all tiers) that only domestic steel and iron will be used for the Section.

- (a) The Section Developer shall comply with the Federal Highway Administration ("**FHWA**") Buy America requirements of 23 U.S.C. §313 and 23 CFR §635.410, which permits FHWA participation in the contract only if domestic steel and iron will be used on the Section. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the total contract price of the Section P3 Agreement or \$2,500, whichever is greater.
- (b) A false certification is a criminal act in violation of 18 U.S.C. §1001. Should the Section Developer be investigated, the Section Developer has the burden of proof to establish that it is in compliance.
- (c) At the Section Developer's request, MDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, the Section Developer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available, or not pursued by MDOT.

SECTION DEVELOPER	
SIGNATURE	
NAME (printed or typed)	
TITLE	
DATE	

Attachment D

COMMITTED SECTION PROPOSAL AFFIDAVIT

[To be signed by the Phase Developer, Section Developer, each Key Contractor, and any guarantors]

1. AUTHORITY

I HEREBY AFFIRM THAT:

[●], possess the legal authority to make this Affidavit.

2. CERTIFICATION REGARDING COMMERCIAL NON-DISCRIMINATION

- (a) [●] hereby certify and agree that in preparing the Committed Section Proposal, the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* have considered all proposals submitted from qualified, potential subcontractors and suppliers, and have not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (b) "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination".
- (c) Without limiting any other provision of the Committed Section Proposal, it is understood that, if this certification is false, such false certification constitutes grounds for MDOT to reject the Committed Section Proposal.
- (d) Attached to this affidavit, the Phase Developer and Section Developer submit a list of all instances within the past four years where there has been a final adjudicated determination in a legal or administrative proceeding in the State where the Phase Developer or Section Developer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.
- (e) The Phase Developer and Section Developer agree to comply in all respects with the State's Commercial Non-discrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

3. AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]*, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to, §6-220 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with

the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

[●].

4. **AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]*, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of:
 - (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) fraud, embezzlement, theft, forgery, falsification, or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of the Racketeer Influenced and Corrupt Organization Act under 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, §14- 308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in Sections 4(a) to 4(e) above;
- (g) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) been found in a final adjudicated decision to have violated the Commercial Non-discrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Sections 2, 3 and 4(a) to 4(h) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

[●]

5. **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]*, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

[●]

6. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (a) the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16- 101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (b) the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

[●]

7. **SUBCONTRACT AFFIRMATION I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. **AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* has:

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Committed Section Proposal that is being submitted; or
- (b) directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the Committed Section Proposal.

9. **CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

Except as validly contested, the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

10. **CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract.

11. **CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(a) The undersigned certifies that, in accordance with §17-705 of the State Finance and Procurement Article of the Annotated Code of Maryland:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (ii) it is not engaging in investment activities in Iran as described in §17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(b) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

[●]

12. **CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* has complied with §14-413 of the provisions of State Finance and Procurement Article of the Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

13. **ACKNOWLEDGEMENT**

(a) I ACKNOWLEDGE THAT this Affidavit is to be furnished to MDOT and may be distributed to units of:

- (i) the State of Maryland;
 - (ii) counties or other subdivisions of the State of Maryland;
 - (iii) other states; and
 - (iv) the federal government.
- (b) I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Committed Section Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the *[Phase Developer/ Section Developer/ Key Contractor/ Guarantor]* with respect to:
- (i) this Affidavit;
 - (ii) the contract; and
 - (iii) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: [●]

(print name of organization)

By: [●]

(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

Attachment E

NON-COLLUSION AFFIDAVIT

[To be signed by the Section Developer, each CSP Equity Member, Key Contractor, and any guarantor]

State of _____

County of _____

Each of the undersigned _____, being first duly sworn, deposes and says that:

1. The Committed Section Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company, or corporation.
2. The Committed Section Proposal is genuine and not collusive or sham.
3. The *[Section Developer / Key Contractor / CSP Equity Member]* has not directly or indirectly induced or solicited any other proposer to put in a false or sham Committed Section Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham Committed Section Proposal or that anyone shall refrain from proposing.
4. The *[Section Developer / Key Contractor / CSP Equity Member]* has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any part of the Committed Section Proposal, or to fix any overhead, profit, or cost element (except to the extent expressly required by the Agreement), or to secure any advantage against MDOT, MDTA, or anyone interested in the proposed agreement.
5. All statements contained in the Committed Section Proposal are true.
6. The *[Section Developer / Key Contractor / CSP Equity Member]* has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Committed Section Proposal depository or any member, partner, joint venture member, or agent thereof to effectuate a collusive or sham Committed Section Proposal.
7. The *[Section Developer / Key Contractor / CSP Equity Member]* will not, directly or indirectly, divulge information or data regarding the price or other terms of its Committed Section Proposal to any other Person, or seek to obtain information or data regarding the price or other terms of any other proposal, until after award of the Section P3 Agreement or rejection of the Committed Section Proposal.

(Signature)

(Signature)

(Name Printed)

(Name Printed)

(Title)

(Title)

(Organization)

(Organization)

Subscribed and sworn to before me this _____ day of _____, 20[●].

Notary Public in and for said County and State

My commission expires: [_____]

Attachment F

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

[To be signed by the Section Developer, each Key Contractor, each D&C Contract Member, and each CSP Equity Member]

The undersigned certifies, on behalf of [*Section Developer/ Key Contractor /D&C Contract Member/ CSP Equity Member*], to the best of his or her knowledge and belief that:

- (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its Committed Section Proposal.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

[●]

Name: [●]

Title: [●]

Entity Making Certification: [●]

Date: [●]

Attachment G

CONFLICT OF INTEREST

[To be signed by the Section Developer]

1. Definitions:
 - (a) **"Conflict of Interest"** means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
 - (b) **"Person"** has the meaning stated in COMAR §21.01.02.01 and includes a proposer, bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a proposal or offer is made.
2. The Section Developer warrants that, except as disclosed in paragraph 3 below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to an actual, potential, or perceived Conflict of Interest.
3. The following facts or circumstances give rise or could in the future give rise to an actual, potential, or perceived Conflict of Interest:
 - (a) [●] (explain detail—attach additional sheets if necessary).
4. The Section Developer agrees that if an actual, potential, or perceived Conflict of Interest arises after the date of this affidavit, the Section Developer shall immediately make a full disclosure in writing to MDOT of all relevant facts and circumstances. This disclosure shall include a description of actions which the Section Developer has taken and proposes to take to avoid, mitigate, or neutralize the actual, potential, or perceived Conflict of Interest. If the Section P3 Agreement has been awarded and performance of the Section P3 Agreement has begun, the Section Developer shall continue performance until notified by MDOT of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant) (Section Developer)

Attachment H

FEDERAL DEBARMENT CERTIFICATION

[To be signed by the Section Developer]

By signing and submitting the Committed Section Proposal, and by executing the Section P3 Agreement, the Section Developer and its contractors (at all tiers) shall be deemed to have signed and delivered the following certification:

1. The undersigned certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) have not within a three year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the Section Developer or a contractor is unable to certify to any of the statements in this certification, the Section Developer or contractor shall attach a certification to its proposal or bid, or shall submit it with the executed agreement, stating that it is unable to provide the certification and explaining the reasons for such inability.

Attachment I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be signed by the Section Developer]

The undersigned certifies on behalf of _____, that:

_____ (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). *[Note: Check this box only if the member of the proposer team is not yet formed and is subject to 41 CFR Part 60-2]*

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not Section Developer, relationship to Section Developer: _____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR §60-1.7(b)(1)), and must be submitted by proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity section are set forth in 41 CFR §60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR §60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period

specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Attachment J

DBE FORMS

[Forms on following pages]

For the purposes of this Attachment J, the "**Prime Contractor**" means the Section Developer or D&C Contractor as the context applies.

Form 1

SECTION DEVELOPER'S ACKNOWLEDGEMENT OF DBE PROGRAM REQUIREMENTS

[To be signed by the Section Developer]

THIS DOCUMENT SHALL BE COMPLETED AND INCLUDED WITH THE COMMITTED SECTION PROPOSAL. IF THE PHASE DEVELOPER FAILS TO SUBMIT THIS FORM WITH THE COMMITTED SECTION PROPOSAL AS REQUIRED, MDOT MAY DETERMINE THAT THE COMMITTED SECTION PROPOSAL IS NOT COMPLIANT.

In conjunction with the Committed Section Proposal, I affirm and agree to the following:

- (a) I acknowledge that MDOT will establish a DBE participation goal to the extent required by federal law for the Section D&C Work.
- (b) I acknowledge that MDOT has or will set the DBE participation goal based on the actual work to be performed and the availability of DBE firms to perform the Section D&C Work.
- (c) I commit to making a Good Faith Effort to achieve the established DBE participation goal. I acknowledge that I must either:
 - (i) meet each DBE participation goal established by MDOT and MDTA, and document my commitments to the DBE firms; or
 - (ii) if I am unable to meet a goal, request a waiver and document my Good Faith Efforts to meet that goal.
- (d) I understand that if the Committed Section Proposal is accepted by MDOT, I must submit all additional documentation as required by MDOT and MDTA within five Business Days, or other time period specified by MDOT, of being notified of the acceptance.
- (e) I hereby agree that if the Committed Section Proposal is accepted by MDOT, I will review all forms and documentation required to be submitted in connection with the DBE program, including all documentation of Good Faith Efforts to obtain the participation of DBE firms. I further understand that all forms completed and executed by me or the Prime Contractor regarding any established DBE goal, including commitments to the participation or specific DBE firms, will:
 - (i) become part of the Section P3 Agreement; and
 - (ii) bind the Section Developer,for compliance purposes as set forth in the Section P3 Agreement. Nothing herein shall grant any rights of the Section Developer under the Section P3 Agreement to the Prime Contractor or any of its subcontractors by virtue of the DBE forms executed by the Prime Contractor being incorporated into the Section P3 Agreement.
- (f) I acknowledge that if I fail to return each completed document within the required time as directed by MDOT, MDOT may determine that I am not eligible for award of the Section P3 Agreement.
- (g) In the solicitation of quotations or offers, DBE firms shall be provided not less than the same information and amount of time to respond as are non-DBE firms.

- (h) The solicitation process shall be conducted in such a manner so as to not place DBE firms at a competitive disadvantage to non-DBE firms.
- (i) I understand that in the event that no federal funds are used to finance the Section D&C Work, MDOT reserves the right to establish MBE goals for the Section D&C Work under Title 14, subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland, to the extent it is practicable and legally permissible to do so.

I solemnly affirm under the penalties of perjury that each of the affirmations, certifications, and acknowledgements contained herein are true to the best of my knowledge, information, and belief.

[Signature block of the Section Developer to be inserted]

FORM 2

[To be signed by the Section Developer]

MDOT DBE FORM PACKAGE SUBMISSION FEDERALLY-FUNDED CONTRACTS SECTION DEVELOPER'S AFFIRMATION

THIS AFFIRMATION MUST BE COMPLETED AND INCLUDED WITH THE COMMITTED SECTION PROPOSAL. IF THE PHASE DEVELOPER FAILS TO COMPLETE AND SUBMIT THIS FORM AS REQUIRED, MDOT MAY DETERMINE THAT THE COMMITTED SECTION PROPOSAL IS NOT COMPLIANT.

I hereby affirm that I have reviewed all required DBE program forms and documentation, whether attached hereto or subsequently submitted in support hereof, including any and all affidavits and the DBE participation schedule. The attached DBE Form Package Submission includes:

- (a) MDOT DBE Form A - Certified DBE Utilization and Fair Solicitation Affidavit; and
- (b) MDOT DBE Form B - DBE Participation Schedule.

I understand that if I am notified that the Committed Section Proposal has been accepted by MDOT, I must obtain the following documentation from the Prime Contractor and submit it within five Business Days of receiving such notice:

- (a) MDOT DBE Form C - Contracts Outreach Efforts Compliance Statement;
- (b) MDOT DBE Form D - DBE Subcontractor Project Participation Affidavit;
- (c) MDOT DBE Form E - Good Faith Efforts Guidance and Documentation forms (if waiver was requested); and
- (d) any other documentation required by MDOT to ascertain the Section Developer's compliance in connection with the certified DBE participation goal.

I further understand that all forms completed and executed by me or the Prime Contractor regarding any established DBE goal, including commitments to the participation or specific DBE firms, as well as any waiver requests, will (i) become part of the Section P3 Agreement; and (ii) bind the Section Developer, for compliance purposes as set forth in the Section P3 Agreement. Nothing herein shall grant any additional rights under the Section P3 Agreement to the Section Developer, or to the Prime Contractor or any of its subcontractors by virtue of the DBE forms executed by the Prime Contractor being incorporated into the Section P3 Agreement.

I solemnly affirm under the penalties of perjury that the contents of the DBE program forms completed by me or the Prime Contractor are true to the best of my knowledge, information, and belief.

[Signature block of Section Developer to be inserted]

Form 3

MDOT DBE FORM A - CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

THIS AFFIDAVIT MUST BE INCLUDED WITH THE COMMITTED SECTION PROPOSAL. IF THIS AFFIDAVIT IS NOT COMPLETED AND SUBMITTED AS REQUIRED, MDOT MAY DETERMINE THAT THE COMMITTED SECTION PROPOSAL IS NOT COMPLIANT.

In connection with the Committed Section Proposal, I affirm the following:

(a) DBE Participation (PLEASE CHECK ONLY ONE)

I will meet the overall certified DBE participation goal of [●] percent for the Section D&C Work. I agree that this percentage of the total Dollar amount of the Section D&C Work for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts), as updated in accordance with the Section P3 Agreement.

OR

I conclude that I am unable to achieve the DBE participation goal for the Section D&C Work. I hereby request a waiver, in whole or in part, of the goal. Within five Business Days of being notified that the Committed Section Proposal has been accepted, I will submit a written waiver request. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total Dollar amount of the Section D&C Work as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

(b) Additional DBE Documentation

I understand that within five Business Days of being notified that the proposal has been accepted, I must submit the following documentation to MDOT:

- (i) MDOT DBE Form C – Contracts Outreach Efforts Compliance Statement;
- (ii) MDOT DBE Form D – DBE Subcontractor Project Participation Affidavit;
- (iii) MDOT DBE Form E – Good Faith Efforts Guidance and Documentation forms (if waiver was requested); and
- (iv) any other documentation required by MDOT to ascertain the Proposer’s susceptibility of being selected for award in connection with the certified DBE participation goal in accordance with 49 CFR Part 26, Appendix A.

I acknowledge that if I fail to return each completed document (in paragraphs (b)(i) to (iv)) within the required time, MDOT may determine that the Section Developer is not compliant and therefore not eligible for contract award or not susceptible of being selected for award. I further acknowledge that nothing contained herein or in any of the additional DBE program forms shall grant any rights of the Section Developer under the Section P3 Agreement to the Prime Contractor or any of its subcontractors by virtue of the DBE forms executed being incorporated into the Section P3 Agreement.

(c) Information Provided to DBE firms

In the solicitation of subcontract quotations or offers, DBE firms were provided no less than the same information and amount of time to respond as were non-DBE firms.

(d) Products and Services Provided by DBE firms

I hereby affirm that the DBE firms are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Form 4

MDOT DBE FORM B - DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE COMMITTED SECTION PROPOSAL. IF PART 2 IS NOT COMPLETED AND SUBMITTED WITH THE COMMITTED SECTION PROPOSAL AS REQUIRED, MDOT MAY DETERMINE THAT THE COMMITTED SECTION PROPOSAL IS NOT COMPLIANT.

***** STOP *****

FORM INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the MDOT Directory at <https://mbe.mdot.maryland.gov/directory/> ("**MDOT Directory**") to determine if a firm is certified for the appropriate North American Industry Classification System ("**NAICS**") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and services for which a firm is certified in the MDOT Directory can be used for the purposes of achieving the DBE participation goal.
2. In order to be counted for the purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **will not be counted** for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's products/services description in the DBE Directory includes the products to be supplied and services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
5. The Prime Contractor's subcontractors are considered second-tier subcontractors. The following two conditions must be met before MDOT may approve a third-tier or lower tier contracting agreement:
 - (a) the Prime Contractor must request in writing approval of each third-tier or lower tier contract arrangement; and
 - (b) the request must contain specifics as to why a third-tier or lower tier contracting arrangement should be approved.

These documents must be submitted with the Committed Section Proposal in Part 2 of this DBE Participation Schedule.

6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the DBE participation goal:**

- (a) Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item (c). If the answer is NO, please continue to Item (b).
 - (b) Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item (d). If the answer is NO, continue to Item (c) only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.
 - (c) For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total contract value and insert the percentage in Line 3.1.
 - (d) Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item (e). If the answer is YES, for the purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total contract value and insert the percentage in Line 3.1.
 - (e) Is the firm certified as a supplier, wholesaler or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each DBE firm that is not being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the amount of the subcontract for purposes of achieving the DBE participation goal, divide the total amount of the subcontract by the total contract value and insert the percentage in Line 3.1.
- Example:** $\$2,500$ (Total Subcontract Amount) \div $\$10,000$ (Total Contract Value) \times 100 = 25%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the Dollar amounts in Column 3 for all of the DBE firms listed in Part 2, MUST at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the Prime Contractor is unable to achieve the DBE participation goals, then the Prime Contractor must request a waiver in Form A. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _% ⁹
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _ ¹⁰
Insert the Total Contract Amount for the Section D&C Work in Box C	(C) \$ _ ¹¹
Divide Box B by Box C and Insert in Box D	(D) =
Multiply Box D by 100 and insert in Box E	(E) = _%

⁹ The cumulative DBE percentage in this column should meet the DBE participation goal for the Section D&C Work or the initial 180 days following Financial Close, unless a waiver has been obtained in accordance with Form 3.

¹⁰ The total countable subcontract amounts shall be equal to the aggregate value of the total countable subcontract amounts for the initial 180 days following Financial Close.

¹¹ The total contract amount means the total value of the work under the Section P3 Agreement for the first 180 days following Financial Close.

PART 2 – DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE COMMITTED SECTION PROPOSAL. IF PART 2 IS NOT COMPLETED AND SUBMITTED WITH THE COMMITTED SECTION PROPOSAL AS REQUIRED, MDOT MAY DETERMINE THAT THE COMMITTED SECTION PROPOSAL IS NOT COMPLIANT.

Prime Contractor	Describe scope of work to be Completed by Prime Contractor

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF SECTION D&C WORK ¹²
[insert name of DBE subcontractor] <input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification _____	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[●]. ¹³ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total Section D&C Work contract value (excluding products/ services from suppliers, wholesalers or regular dealers): [●]% ¹⁴ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as

¹² The aggregate DBE percentage in this column should meet the DBE participation goal for the Section D&C Work for the initial 180 days following Financial Close, unless the Section Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹³ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following Financial Close.

¹⁴ Insert the total percentage amount of the Section D&C Work contract value that the DBE subcontractor is responsible for (excluding products/ services from suppliers, wholesalers or regular dealers. This percentage can be used for the purposes of calculating the DBE participation goal.

		<p>a supplier, wholesaler or regular dealer.¹⁵</p> <p>(i) Percentage as a percentage of the total Section D&C Work contract value: [●]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 - Instructions): [●]%</p>
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Please check if Continuation Sheets are attached. Please add additional sheets as needed.

¹⁵ These percentages should be based on the value of the work expected to be completed in the initial 180 days following Financial Close.

CONTINUATION SHEET

PAGE of

Prime Contractor	Describe scope of work to be completed by Prime Contractor

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF SECTION D&C WORK ¹⁶
[insert name of DBE subcontractor] <input type="checkbox"/> Please check if DBE firm is a third-tier contractor (if applicable).	Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification _____	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[●]. ¹⁷ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total Section D&C Work contract value (excluding products/ services from suppliers, wholesalers or regular dealers): [●]% ¹⁸ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler or regular dealer. ¹⁹ (i) Percentage as a percentage of the total Section D&C Work contract value: [●]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule

¹⁶ The cumulative DBE percentage in this column should meet the DBE participation goal for the Section D&C Work for the initial 180 days following Financial Close, unless the Section Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁷ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following Financial Close.

¹⁸ Insert the total percentage amount of the Section D&C Work contract value that the DBE subcontractor is responsible for (excluding products/ services from suppliers, wholesalers or regular dealers. This percentage can be used for the purposes of calculating the DBE participation goal.

¹⁹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following Financial Close.

		(see section 6(e) in Part 1 - Instructions): [●]%
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PART 3 – CERTIFICATION FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE COMMITTED SECTION PROPOSAL.

[To be signed by Section Developer]

I, the undersigned *[Section Developer]*, hereby affirm that:

- (a) I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT DBE Directory for each DBE firm listed in the DBE Participation Schedule for the purposes of achieving the DBE participation goal;
- (b) the DBE firms listed are only performing those products/services/areas of work for which they are certified; and
- (c) I have read and understand the form instructions set forth in Part 1 of this DBE Form B.

The undersigned *[Section Developer]* hereby certifies and agrees that it has fully complied with the 49 CFR Part 26 and FHWA Form 1273 which provide that, except as otherwise provided by law, a contractor may not identify a certified DBE firm in a bid or proposal and:

- (a) fail to request, receive, or otherwise obtain authorization from the certified DBE firm to identify the certified DBE in its bid or proposal;
- (b) fail to notify the certified DBE firm before execution of the contract of its inclusion of the bid or proposal;
- (c) fail to use the certified DBE firm in the performance of the contract; or
- (d) pay the certified DBE firm solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT DBE Form B are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MDOT DBE FORM C – Contracts Outreach Efforts Compliance Statement

In conjunction with the Committed Section Proposal submitted, I state the following:

(a) The Section Developer took the following efforts to identify subcontracting opportunities in these specific work categories :

[●]

(b) Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified DBE firms for these subcontract opportunities.

(c) The Section Developer made the following attempts to personally contact the solicited DBE firms:

(d) Please Check One:

This project does not involve bonding requirements.

The Section Developer assisted DBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS)

(e) Please Check One:

The Section Developer did attend the pre-bid/pre-proposal meeting/conference.

No pre-proposal meeting/conference was held.

The Section Developer did not attend the pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City

State and Zip Code

Date

MDOT DBE FORM D –DBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

IF THE SECTION DEVELOPER FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, MDOT MAY DETERMINE THAT THE SECTION DEVELOPER IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE COMMITTED SECTION PROPOSAL IS NOT SUSCEPTIBLE OF BEING ACCEPTED. SUBMIT ONE FORM FOR EACH CERTIFIED DBE FIRM LISTED IN THE DBE PARTICIPATION SCHEDULE. THE SECTION DEVELOPER IS HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE FIVE DAY DEADLINE.

Provided that _____ (Section Developer’s Name) is awarded the Section P3 Agreement, the [D&C Contractor] will enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the DBE firm _____ (DBE Name) with MDOT Certification Number _____ (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE Certification Number) which will receive at least \$ _____ (total subcontract amount)²⁰, being _____% (total subcontract percentage) for performing the following products/services for the Section D&C Work²¹:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

I solemnly affirm under the penalties of perjury that the information provided in this DBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information, and belief. I acknowledge that, for the purposes of determining the accuracy of the information provided herein, MDOT may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

SECTION DEVELOPER	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____

²⁰ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following Financial Close.

²¹ Insert the total percentage amount of the total contract value for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number:____	Federal Identification Number:____	Federal Identification Number:____
Address:_____	Address:_____	Address:_____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

IF DBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.

MDOT DBE Form E – GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET DBE PARTICIPATION GOALS

1. GENERAL

In order to show that it has made Good Faith Efforts to meet the DBE participation goal for this Agreement, the Section Developer must either:

- (a) meet the DBE Goal and document its commitments for participation of DBE Firms; or
- (b) when it does not meet the DBE Goal, document its Good Faith Efforts to meet the goal.

2. DEFINITIONS

- (a) **"DBE Goal"** means the DBE participation goal specified in the Section P3 Agreement.
- (b) **"Good Faith Efforts"** has the meaning given to that term in 49 CFR Part 26 and 49 CFR Part 26 Appendix A.
- (c) **"Identified Firms"** means a list of the DBEs identified by MDOT during the goal setting process and listed in the federally-funded solicitation as available to perform the Identified Items of Work. It also may include additional DBEs identified by the Section Developer as available to perform the Identified Items of Work, such as DBEs certified or granted an expansion of services after the solicitation was issued. If the solicitation does not include a list of Identified Firms, this term refers to all of the DBE Firms the Section Developer identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.
- (d) **"Identified Items of Work"** means the bid items identified by MDOT during the goal setting process and listed in the solicitation as possible items of work for performance by DBE Firms. It may also include additional portions of items of work the Section Developer identified for performance by DBE Firms to increase the likelihood that the DBE Goal will be achieved. If the solicitation does not include a list of Identified Items of Work, this term refers to all of the items of work the Section Developer identified as possible items of work for performance DBE Firms and should include all reasonably identifiable work opportunities.
- (e) **"DBE Firms"** means certified DBE Firms. Certified DBE Firms can participate in the federal DBE Program.

3. TYPES OF ACTIONS MDOT WILL CONSIDER

The Section Developer is responsible for making relevant portions of the Section D&C Work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.

The following is a list of the types of actions MDOT will consider as part of the Section Developer's Good Faith Efforts if the Section Developer fails to meet the DBE Goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

3.1 Identify Bid Items as Work for DBE Firms

- (a) Identified Items of Work in Solicitation
 - (i) If the solicitation provides a list of Identified Items of Work, the Section Developer shall make all reasonable efforts to solicit quotes from DBE Firms to perform that work.
 - (ii) The Section Developer may, and is encouraged to, select additional items of work to be performed by DBE Firms to increase the likelihood that the DBE Goal will be achieved.
- (b) Identified Items of Work by the Section Developer
 - (i) If the solicitation does not include a list of Identified Items of Work, the Section Developer should reasonably identify sufficient items of work to be performed by DBE Firms.
 - (ii) Where appropriate, the Section Developer should break out contract work items into economically feasible units to facilitate DBE participation, rather than perform these work items with their own forces. The ability or desire of the Section Developer to perform the work of a contract with its own organization does not relieve the Section Developer of the responsibility to make Good Faith Efforts.

3.2 Identify DBE Firms to Solicit

- (a) DBE Firms Identified in Solicitation
 - (i) If the solicitation provides a list of Identified DBE Firms, the Section Developer shall make all reasonable efforts to solicit those DBE Firms.
 - (ii) The Section Developer may, and is encouraged to, search the DBE Directory to identify additional DBEs who may be available to perform the items of work, such as DBEs that were certified or granted an expansion of their services after the solicitation was issued.
- (b) DBE Firms Identified by the Section Developer
 - (i) If the solicitation does not include a list of Identified DBE Firms, the Section Developer should reasonably identify the DBE Firms, that are available to perform the Identified Items of Work.
 - (ii) Any DBE Firms identified as available by the Section Developer should be certified in the appropriate program.
 - (iii) Any DBE Firms identified as available by the Section Developer should be certified to perform the Identified Items of Work.

3.3 Solicit DBEs

- (a) The Section Developer shall solicit all Identified Firms for all Identified Items of Work by providing written notice. The Section Developer shall:
 - (i) provide written solicitation with sufficient time for DBE Firms to respond;

- (ii) send the written solicitation by first-class mail, facsimile, or email using contact information in the DBE Directory, unless the Section Developer has a valid basis for using different contact information; and
 - (iii) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the DBE, and other requirements of the contract to assist DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in Section 3.3(c) below.)
- (b) "All" Identified Firms includes the DBEs listed in the solicitation and any DBE Firms that the Section Developer identified as potentially available to perform the Identified Items of Work, but it does not include DBE Firms who are no longer certified to perform the work as of the date the Section Developer provides written solicitations.
- (c) "Electronic Means" includes, for example, information provided via a website or file transfer protocol site containing the plans, specifications, and other requirements of the contract. If an interested DBE cannot access the information provided by electronic means, the Section Developer must make the information available in a manner that is accessible by the interested DBE.
- (d) Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:
- (i) by telephone using the contact information in the DBE Directory, unless the Section Developer has a valid basis for using different contact information; or
 - (ii) in writing via a method that differs from the method used for the initial written solicitation.
- (e) In addition to the written solicitation set forth in Section 3.3(a) and the follow up required in Section 3.3(d), use all other reasonable and available means to solicit the interest of DBE Firms certified to perform the work of the contract. Examples of other means include:
- (i) attending any pre-bid meetings at which DBE Firms could be informed of contracting and subcontracting opportunities;
 - (ii) if recommended by the solicitation, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and
 - (iii) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the solicitation, to provide assistance in the recruitment and placement of DBE Firms.

3.4 **Negotiate With Interested DBE Firms**

The Section Developer must negotiate in good faith with interested DBE Firms.

- (a) Evidence of negotiation includes, without limitation, the following:
 - (i) the names, addresses, and telephone numbers of DBE Firms that were considered;

- (ii) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (iii) evidence as to why additional agreements could not be reached for DBE Firms to perform the work.
- (b) The Section Developer, using good business judgment, shall consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and shall take a firm's price and capabilities as well as contract goals into consideration.
- (c) The fact that there may be some additional costs involved in finding and using DBE Firms is not in itself sufficient reason for the Section Developer's failure to meet the contract DBE goal, as long as such costs are reasonable. Factors to take into consideration when determining whether a DBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (i) the Dollar difference between the DBE subcontractor's quote and the average of the other subcontractors' quotes received by the Section Developer;
 - (ii) the percentage difference between the DBE subcontractor's quote and the average of the other subcontractors' quotes received by the Section Developer;
 - (iii) the percentage that the DBE subcontractor's quote represents of the overall contract amount;
 - (iv) the number of DBE Firms that the Section Developer solicited for that portion of the work;
 - (v) whether the work described in the DBE and non-DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (vi) the number of quotes received by the Section Developer for that portion of the work.
- (d) The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
- (e) The Section Developer may not use its price for self-performing work as a basis for rejecting a DBE Firm's quote as excessive or unreasonable.
- (f) The average of the other subcontractors' quotes received by the Section Developer refers to the average of the quotes received from all subcontractors, except that there should be quotes from at least three subcontractors, and there must be at least one quote from a DBE and one quote from a non-DBE.
- (g) The Section Developer shall not reject a DBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified DBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Section Developer concludes is not acceptable, the Section Developer must provide a written detailed statement listing the reasons for this conclusion. The Section Developer must also document the steps taken to verify the capabilities of the DBE and non-DBE Firms quoting similar work.

- (h) The factors to take into consideration when assessing the capabilities of a DBE Firm include the following:
 - (i) financial capability;
 - (ii) physical capacity to perform;
 - (iii) available personnel and equipment;
 - (iv) existing workload;
 - (v) experience performing the type of work;
 - (vi) conduct and performance in previous contracts; and
 - (vii) ability to meet reasonable contract requirements.
- (i) The DBE Firm's standing within its industry, membership in specific groups, organizations, or associations, and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the contract goal.

3.5 **Assisting Interested DBE Firms**

When appropriate under the circumstances, MDOT will consider whether the Section Developer:

- (a) made reasonable efforts to assist interested DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the Section Developer; and
- (b) made reasonable efforts to assist interested DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

4. **OTHER CONSIDERATIONS**

In making a determination of Good Faith Efforts MDOT may consider engineering estimates, catalogue prices, general market availability and availability of certified DBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified DBE and non-DBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

MDOT may take into account whether the Section Developer decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the solicitation. MDOT also may take into account the performance of other bidders/offerors in meeting the contract.

5. **DOCUMENTING GOOD FAITH EFFORTS**

At a minimum, the Section Developer seeking a waiver of the DBE Goal or a portion thereof must provide written documentation of its Good Faith Efforts in accordance with the MDOT DBE Program Manual, within 5 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

5.1 **Items of Work**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified DBE Firms in order to increase the likelihood of achieving the stated DBE Goal, by completing Part 2 (Certification Regarding Good Faith Efforts Documentation).

5.2 **Outreach/Solicitation/Negotiation**

- (a) The record of the Section Developer's compliance with the outreach efforts prescribed by 49 CFR Part 26, Appendix A.
- (b) A detailed statement of the efforts made to contact and negotiate with DBE Firms including:
 - (i) the names, addresses, and telephone numbers of the DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (Complete Part 3 (Identified Items of Work Section Developer Made Available to DBE Firms) and submit letters, fax cover sheets, and emails documenting solicitations); and
 - (ii) a description of the information provided to DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

5.3 **Rejected DBE Firms**

- (a) For each DBE Firm that the Section Developer concludes is not acceptable or qualified, a detailed statement of the reasons for the Section Developer's conclusion, including the steps taken to verify the capabilities of the DBE and non- DBE firms quoting similar work.
- (b) For each certified DBE Firm that the Section Developer concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Section Developer's conclusion, including the quotes received from all DBE and non- DBE firms bidding on the same or comparable work. (Include copies of all quotes received.)
- (c) A list of DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the DBE contractor or a statement from the Section Developer that the DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

5.4 **Other Documentation**

- (a) Submit any other documentation requested by MDOT to ascertain the Section Developer's Good Faith Efforts.
- (b) Submit any other documentation the Section Developer believes will help MDOT ascertain its Good Faith Efforts.

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE ____ OF ____

Section Developer	Project Description	Solicitation Number

PARTS 3, 4, AND 5 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST

I hereby request a waiver of:

- the DBE participation goal;
- a portion of the DBE participation goal for this solicitation.

I affirm that I have reviewed Part 1 (Guidance for Demonstrating Good Faith Efforts to Meet DBE Participation Goals).

I further affirm under penalties of perjury that the contents of Parts 3, 4, and 5 of this form are true to the best of my knowledge, information and belief.

Company Name

Address

City, State and Zip Code

Signature of Representative

Printed Name and Title

Date

PART 3 – IDENTIFIED ITEMS OF WORK SECTION DEVELOPER MADE AVAILABLE TO DBE FIRMS

PAGE ____ OF ____

Section Developer	Project Description	Solicitation Number

Identify those items of work that the Section Developer made available to DBE Firms.

This includes, where appropriate, those items the Section Developer identified and determined to subdivide into economically feasible units to facilitate the DBE participation. For each item listed, show the anticipated percentage of the total contract amount.

It is the Section Developer's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE Firms, and the total percentage of the items of work identified for DBE participation equals or exceeds the percentage DBE goal set for the solicitation.

Note: If the solicitation includes a list of bid items identified during the goal setting process as possible items of work for performance by DBE Firms, the Section Developer should make all of those items of work available to DBE Firms or explain why that item was not made available. If the Section Developer selects additional items of work to make available to DBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the solicitation?	Does the Section Developer normally self-perform this work?	Was this work made available to DBE firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

PART 4— IDENTIFIED DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ____ OF ____

Section Developer	Project Description	Solicitation Number

Identify the DBE Firms solicited to provide quotes for the Identified Items of Work made available for DBE participation. Include the name of the DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the DBE provided a quote, and whether the DBE is being used to meet the DBE participation goal. DBE Firms used to meet the participation goal must be included on the DBE Participation Schedule.

Note: If the solicitation includes a list of the DBE Firms identified during the goal setting process as potentially available to perform the items of work, the Section Developer should solicit all of those DBE Firms or explain why a specific DBE was not solicited. If the Section Developer identifies additional DBE Firms who may be available to perform Identified Items of Work, those additional DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to DBE Firms must be attached to this form. If the Section Developer used a non-DBE or is self-performing the identified items of work, this Part 4 must be completed.

Name of Identified DBE Firm	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec' d	Quote Used	Reason Quote Rejected
Firm Name: _____		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: <input type="checkbox"/> Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Use <input type="checkbox"/> Other DBE <input type="checkbox"/> Use Non-DBE <input type="checkbox"/> Self-performing

Name of Identified DBE Firm	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec' d	Quote Used	Reason Quote Rejected
Firm Name: _____ 		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: <input type="checkbox"/> Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Use Other DBE <input type="checkbox"/> Use Non-DBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

PART 5— ADDITIONAL INFORMATION REGARDING REJECTED DBE QUOTES

PAGE ____ OF ____

Section Developer	Project Description	Solicitation Number

This form must be completed if Part 3 indicates that a DBE quote was rejected because the Section Developer is using a non- DBE or is self-performing the Identified Items of Work.

Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a non- DBE, and if applicable, state the name of the non- DBE. Also include the names of all DBE and non-DBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by DBE (Include spec/section number from bid)	Self-performing or Using Non-DBE (Provide name)	Amount of Non- DBE Quote	Name of Other Firms who Provided Quotes & Whether DBE or Non- DBE	Amount Quoted	Indicate Reason Why DBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using No-DBE	\$ _____	_____ <input type="checkbox"/> DBE <input type="checkbox"/> Non- DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using No- DBE	\$ _____	_____ <input type="checkbox"/> DBE <input type="checkbox"/> Non- DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using No- DBE	\$ _____	_____ <input type="checkbox"/> DBE <input type="checkbox"/> Non- DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using No- DBE	\$ _____	_____ <input type="checkbox"/> DBE <input type="checkbox"/> Non- DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using No- DBE	\$ _____	_____ <input type="checkbox"/> DBE <input type="checkbox"/> Non- DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using No- DBE	\$ _____	_____ <input type="checkbox"/> DBE <input type="checkbox"/> Non- DBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

Attachment K

MBE FORMS

[Form on following page]

For the purposes of this Attachment K, the "**Prime Contractor**" means the Section Developer or O&M Contractor as the context applies.

Form 1

SECTION DEVELOPER'S ACKNOWLEDGEMENT OF MBE PROGRAM REQUIREMENTS

[To be signed by the Section Developer]

THIS DOCUMENT SHALL BE COMPLETED AND INCLUDED WITH THE COMMITTED SECTION PROPOSAL. IF THE PHASE DEVELOPER FAILS TO SUBMIT THIS FORM WITH THE COMMITTED SECTION PROPOSAL AS REQUIRED, MDOT MAY DETERMINE THAT THE COMMITTED SECTION PROPOSAL IS NOT COMPLIANT.

In conjunction with the Committed Section Proposal, I affirm and agree to the following:

- (a) I acknowledge that MDOT and MDTA will establish MBE participation goal(s) and subgoals for the Section O&M Work.
- (b) I acknowledge that MDOT and MDTA will set MBE participation goal(s) and subgoals based on the actual work to be performed and the availability of MBEs to perform the Section O&M Work.
- (c) I commit to making a Good Faith Effort to achieve the MBE participation goal(s) and subgoals for the Section O&M Work. I acknowledge that I must either:
 - (i) meet each MBE participation goal(s) and subgoal established by MDOT and MDTA, and document my commitments to the MBE firms; or
 - (ii) if I am unable to meet the MBE goal(s) or subgoal, request a waiver and document my Good Faith Efforts to meet that goal/subgoal.
- (d) I hereby agree that if the Committed Section Proposal is accepted by MDOT, I will review all forms and documentation required to be submitted in connection with the MBE program, including all documentation of Good Faith Efforts to obtain the participation of MBE firms. I further understand that all forms completed and executed by me or the Prime Contractor regarding any established MBE goal(s) or subgoals, including commitments to the participation or specific MBE firms, will:
 - (i) become part of the Section P3 Agreement; and
 - (ii) bind the Section Developer,for compliance purposes as set forth in the Section P3 Agreement. Nothing herein shall grant any rights of the Section Developer under the Section P3 Agreement to the Prime Contractor or any of its subcontractors by virtue of the MBE forms executed by the Prime Contractor being incorporated into the Section P3 Agreement.
- (e) I acknowledge that if I fail to return each completed document within the required time as directed by MDOT, MDOT may determine that I am not eligible for award of the Section P3 Agreement.
- (f) In the solicitation of quotations or offers, MBE firms shall be provided no less than the same information and amount of time to respond as are non-MBE firms.
- (g) The solicitation process shall be conducted in such a manner so as to not place MBE firms at a competitive disadvantage to non-MBE firms.

I solemnly affirm under the penalties of perjury that each of the affirmations, certifications, and acknowledgements contained herein are true to the best of my knowledge, information, and belief.

[Signature block of the Section Developer to be inserted]

Attachment L

SECTION DBE PARTICIPATION PLAN

- (a) The "Section DBE Participation Plan" shall describe the methods to be employed by the Section Developer for achieving the DBE participation goal for the Section D&C Work.
- (b) The Section DBE Participation Plan shall be subject to review, comment, and approval by MDOT as a condition precedent to Commercial Close of the Section P3 Agreement.
- (c) The Section DBE Participation Plan must also include the following:
 - (i) the specific categories of services and work anticipated for DBE participation for the Section D&C Work;
 - (ii) procedures to enhance, to the extent possible, DBE participation in the Section D&C work;
 - (iii) identification of the DBE firms for the performance of the Section D&C Work to the extent known at the time of submitting the plan (which are consistent with the DBE Participation Schedule);
 - (iv) the name, experience, and qualifications of the Section Developer's Section Diversity Manager;
 - (v) identify the duties of the Section Diversity Manager under the Section P3 Agreement;
 - (vi) detail how the Section Developer will conduct DBE outreach; and
 - (vii) the methods and procedures for how the Section Developer will ensure compliance with its DBE obligations under the Section P3 Agreement.
- (d) The Section Diversity Manager will be the individual with full responsibility for ensuring compliance with all State and Federal diversity requirements including:
 - (i) overseeing all aspects of the DBE program, monitoring DBE participation, and ensuring DBE compliance;
 - (ii) administering the EEO program and ensuring compliance with EEO requirements; and
 - (iii) overseeing workforce development programs, training, and apprenticeship programs (including on-the-job training requirements).
- (e) The Section Diversity Manager will be required for the duration of the Section D&C Work, be on site, and be committed full time.
- (f) The Section Diversity Manager must possess the following minimum qualifications:
 - (i) minimum five years' experience in DBE compliance, equal employment opportunity compliance, Title VI and Title VII of the Civil Rights Act 1964 experience and on-the-job training compliance;
 - (ii) experience working on a P3 project that met the DBE goals; and
 - (iii) a bachelor's degree or equivalent.

EXHIBIT 8

FORM OF SECTION P3 AGREEMENT TERM SHEET

[Refer to document entitled "Section P3 Agreement Term Sheet"]

EXHIBIT 9

PHASE DEVELOPER PROPOSAL

[To be inserted before Agreement is signed]

Response to the Request for Proposals for Phase 1 of
the I-495 & I-270 Public-Private Partnership Program
through a Phase Public-Private Partnership Agreement

VOLUME I

Predevelopment
Work Proposal

Aaron Singer
Proposer Representative
ASinger@transurban.com // 571.265.0220

Form A-1

**MARYLAND TRANSPORTATION AUTHORITY AND MARYLAND DEPARTMENT OF
TRANSPORTATION
I-495 & I-270 P3 PROGRAM PHASE 1
INSTRUCTIONS TO PROPOSERS
PREDEVELOPMENT WORK PROPOSAL LETTER**

Proposer: Accelerate Maryland Partners LLC

Predevelopment Work Proposal Date: December 23, 2020

The undersigned ("Proposer") submits this Predevelopment Work Proposal (this "Predevelopment Work Proposal") in response to that certain Request for Proposals (as amended, the "RFP") issued by the State of Maryland (the "State") acting by and through the Maryland Transportation Authority, an agency of the State ("MDTA") and the Maryland Department of Transportation, a principal department of the State including the State Highway Administration ("MDOT"), December 18, 2020, for Phase 1 ("Phase 1") of the I-495 & I-270 P3 Program ("P3 Program") pursuant to a public-private partnership agreement (the "Phase P3 Agreement"), as more specifically described herein and in the documents provided with the RFP, including the Reference Information Documents (the "RFP Documents"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

Subject to the terms below, in consideration for MDOT supplying this Proposer, at our request, with the RFP Documents and agreeing to examine and consider this Predevelopment Work Proposal, the undersigned undertakes:

- (a) subject to Section 3.6(b) of the ITP, to keep this Predevelopment Work Proposal open for acceptance for 180 days after the Financial Proposal Due Date, without unilaterally varying or amending its terms and without any member of Proposer or partner (if Proposer is a partnership or a joint venture) withdrawing, or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Predevelopment Work Proposal is submitted, without first obtaining the prior written consent of MDOT; and
- (b) if the Proposer is selected as the Selected Proposer, to provide security (including bonds, insurance, and letters of credit) for the due performance of the Phase P3 Agreement as stipulated in the Phase P3 Agreement and the RFP.

If MDOT properly draws on Proposer's Proposal Security in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety or other financial institution providing the Proposal Security refuses to honor MDOT's proper draw thereon, by its signature(s) below, each undersigned undertakes, on behalf of the Proposer's Equity Members, and by such signature, the Proposer's Equity Members each assume, joint and several liability to MDOT for the entire stated amount (in the case of a Proposal Letter of Credit) or penal sum (in the case of a Proposal Bond) of the Proposal Security.

If selected by MDOT and MDTA as the Selected Proposer, the Proposer agrees to do the following or to cause the entity created by the Selected Proposer to enter into the Phase P3 Agreement (the "Phase Developer") to do the following: (a) if requested by MDOT and MDTA, enter into good faith negotiations with MDOT and MDTA regarding the terms of the Phase P3 Agreement in accordance with Section 5.1 of the ITP (*Executing the Phase P3 Agreement*); (b) enter into the Phase P3 Agreement in accordance with Section 5.1 of the ITP (*Executing the Phase P3 Agreement*); and (c) perform its obligations as set forth in the ITP (while the same governs) and the Phase P3 Agreement, including compliance with all commitments contained in this Predevelopment Work Proposal.

By submitting this Proposal, the Proposer the Proposer certifies that it has read, accepts, and is able to obtain the insurances set forth in Exhibit 10 (*Required Insurance for Predevelopment Work*) to the Phase P3 Agreement as required.

The following individual(s) is/are authorized to enter into negotiations with MDOT and MDTA for, or on behalf of, the Proposer and Phase Developer in connection with the RFP, Phase 1, and the Phase P3 Agreement: Aaron Singer and Sarah Schick.

Enclosed, and by this reference incorporated herein, is the Predevelopment Work Proposal. Proposer acknowledges receipt of the following Addenda:

None.

The Proposer certifies that its Predevelopment Work Proposal is submitted without reservation, qualification, assumptions, or conditions. The Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on PCS for Phase 1, any Addenda, and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Phase Developer and do not contain internal inconsistencies, errors, or omissions; that it has carefully checked all the words, figures, and statements in this Predevelopment Work Proposal; that it has conducted a reasonable investigation in preparing this Predevelopment Work Proposal; and that it has notified MDOT in writing of any deficiencies or errors in, or omissions from, any RFP Documents or other documents provided by MDOT or MDTA, and of any unusual site conditions observed prior to the date hereof.

The Proposer represents that all statements made in the SOQ previously delivered to MDOT (as amended and resubmitted) are true, correct, and accurate as of the date hereof, except as otherwise specified in the enclosed Predevelopment Work Proposal and Predevelopment Work Proposal forms. The Proposer agrees that such SOQ, except as modified by the enclosed Predevelopment Work Proposal and Predevelopment Work Proposal forms, is incorporated as if fully set forth herein. Further, the Proposer represents that its Predevelopment Work Proposal remains valid and binding, and that all representations and certifications in its Predevelopment Work Proposal remain true, correct, and accurate, as of the date of the submittal of this Predevelopment Work Proposal.

The Proposer understands that MDOT is not bound to award the Phase P3 Agreement to the Proposer with the best Financial Proposal or to any Proposer.

The Proposer further understands that all costs and expenses incurred by it in preparing this Predevelopment Work Proposal and participating in the RFP Process will be borne solely by the Proposer, except any reimbursement payment that MDOT may make to a Proposer in accordance with the Stipend Agreement and ITP Section 4.11. The Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such Proposal Work Product.

Subject to the Proposer's rights under the Public Information Act, the Proposer consents to MDOT or MDTA's disclosure of its Predevelopment Work Proposal, to any Persons after award and execution of the Phase P3 Agreement by MDOT and MDTA. The Proposer acknowledges and agrees to the disclosure terms of the ITP. The Proposer expressly waives any right to contest such disclosures.

The Proposer agrees that MDOT and MDTA will not be responsible for any errors, omissions, inaccuracies, inconsistencies, or incomplete statements in this Predevelopment Work Proposal.

This Predevelopment Work Proposal shall be governed by and construed in all respects according to the laws of Maryland.

Proposer's business address:

7900	Westpark Drive	Suite T500	
(No.)	(Street)	(Floor or Suite)	
Tysons	Virginia	22102	United States
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: Delaware

Accelerate Maryland Partners LLC

By: 

Print Name: Aaron Singer

Title: Proposer Representative

Transurban (USA) Operations Inc.

By: 

Print Name: Jennifer Aument

Title: President

Macquarie Infrastructure Developments LLC

By: 

Print Name: Sarah Schick

Title: Manager

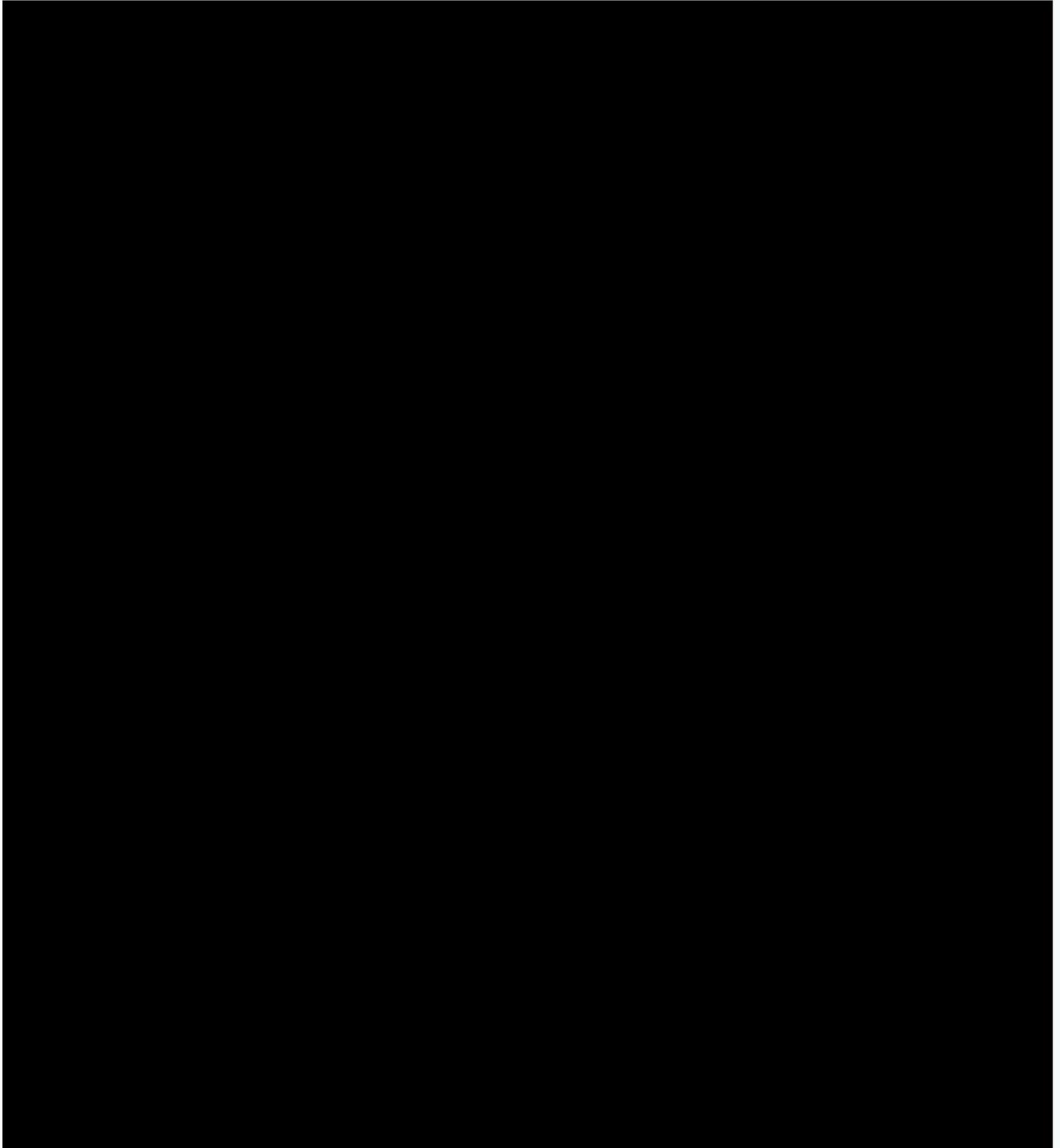
By: 

Print Name: Sandeep Gopalan

Title: Vice President

Form A-1 – Appendix 1

Please see Appendix A for documentation with respect to the information to be provided and in accordance with the following:





Executive Summary

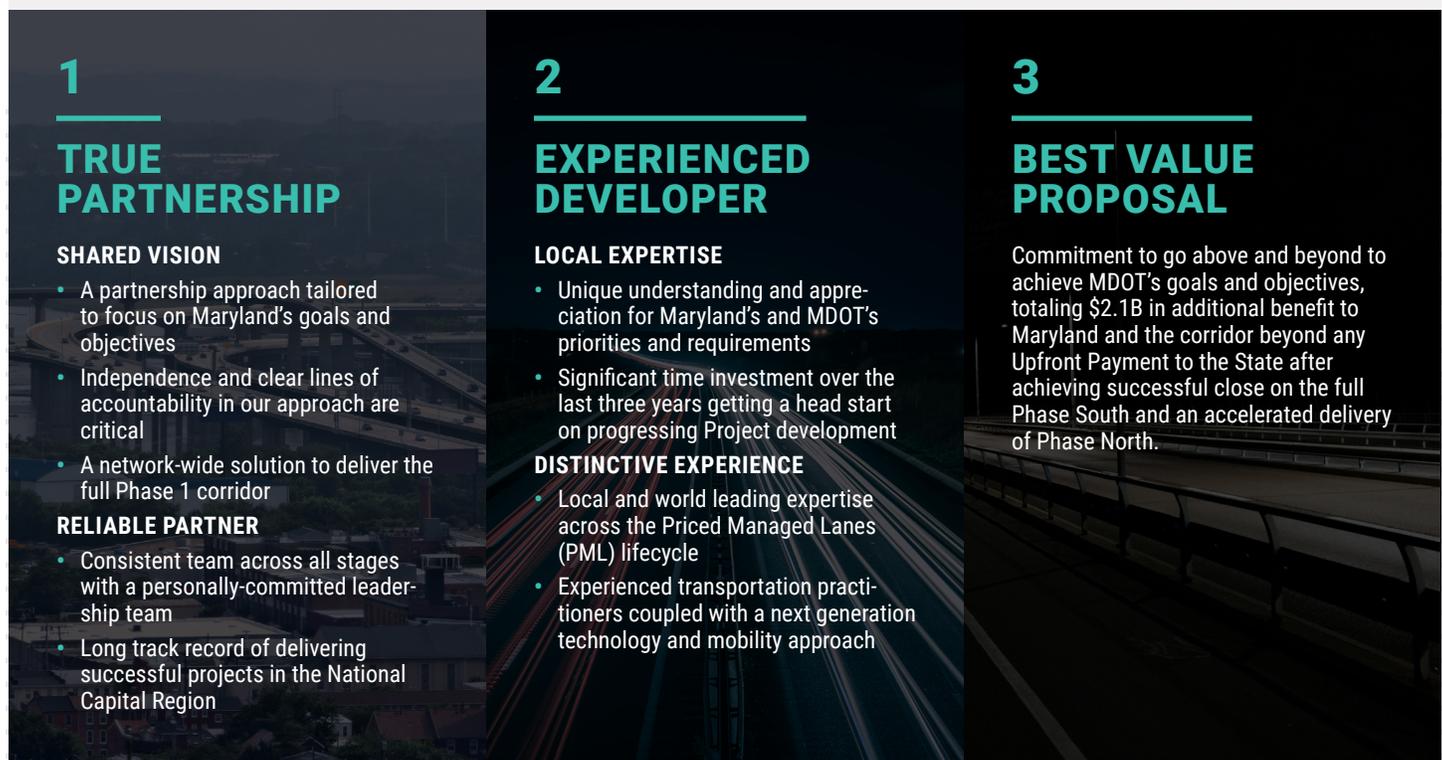
The I-495 & 270 Public Private Partnership Program (the P3 Program) is one of the most ambitious transportation projects in Maryland and US history. The scale of impact, complexity of delivery approach, and overall stakeholder environment will significantly challenge even the most capable private sector developers in the world. With more than 70 miles of existing interstate highway, this Program will be the nation’s largest single P3 infrastructure project over the next five years. **Accelerate Maryland Partners (AM Partners) has formed a world-class team that is prepared to work through these challenges and achieve MDOT’s Project objectives successfully.**

The P3 Program and the Project promise to be transformational for residents and businesses both in the corridor and throughout the State. Absent this Project, the negative impacts of congestion, unreliability,

accidents, and increased emissions are expected to grow continually. Maryland’s call for a “shockingly innovative solution” is a recognition that traditional methods and approaches will not be sufficient to deliver this Project and live up to its objectives—delivery certainty, minimize impacts, maximize value to the State, Opportunity MDOT and congestion relief.

AM Partners has three basic beliefs that separate us from all other Proposers. *First*, we will focus relentlessly on earning and keeping your trust through a long-term partnership approach and governance model that aligns with Maryland’s vision and objectives. *Second*, we have brought deeper, more unique, and more relevant expertise to this Project team than any P3 project team. *Third*, we have crafted a distinctive proposal that goes above and beyond the base Project scope to deliver best value and make specific, lasting commitments.

Figure 1 // AM Partners’ Guiding Principles



1. TRUE PARTNERSHIP

We will build a true, collaborative and reliable partnership based on a shared long-term vision to achieve MDOT's goals and objectives.

1.1. TRUE PARTNERSHIP IS BUILT UPON A SHARED VISION

AM Partners believes in aligning our interests into a shared vision to achieve MDOT's long-term goals and objectives for the Project. Over the past three years, we have invested in understanding MDOT's vision by engaging over 85 Maryland community groups, participating in regional discussions, and listening to public feedback. With deep appreciation, we have embraced the Project vision as our shared vision and created a partnership approach tailored to achieving it.

With Transurban and Macquarie as Lead Project Developer and Lead Contractor, AM Partners has **sought to de-risk the overall delivery of our Project by building independence, optionality, and, most importantly, clear lines of accountability into our partnership approach.** We recognize the inherent conflict between short-term financial gains and long-term value maximization that arises from the inclusion of contractor-held equity within the partnership. Specifically, we know that the Developer's obligations regarding the long-term viability of the Project must not be compromised by concerns as to whether the Design and Construction (D&C) Contractor has been sufficiently profitable in delivering the Project. **Our selected D&C Contractor(s) will remain at arms-length and our delivery approach will be 100% aligned with MDOT goals and objectives for the Project.**

With our Developer-led strategy, AM Partners will remain a true partner during the Predevelopment Work Stage and delivery of the Project. We are incentivized alongside MDOT to ensure the most value maximizing and certain D&C solution. During the Predevelopment Work Stage, we will push to optimize scope, incorporate innovation, and develop a robust risk management approach. During delivery, we will manage risk, avoid claims, enforce schedule commitments, and solve the inevitable challenges that will arise.

We have sought to further align around a shared vision with MDOT by taking a **network-wide approach.** We propose to develop a solution to deliver the full Phase 1 corridor and facilitate improvements for the full limits of the P3 Program, including Phase North. **During the Predevelopment Work Stage, AM Partners will work on the full Phase South as one integrated Section, achieving financial close by October 2022, which will maximize the limits of the first Section.** This approach allows us to retain flexibility to procure the Section D&C Work which include the replacement of American Legion Bridge as one or more D&C packages, determined to maximize deliverability and price competitiveness. In making this determination, we are considering the risk of the Project from becoming reliant upon a single contractor's balance sheet to deliver the entire corridor, as well as market capacity, and appetite.

Based on our market sounding, we have found strong interest among a number of Tier-1 contractors as well as local subcontractors to participate in a D&C procurement and have reconfirmed that sufficient competition exists to support a robust competitive process. Given AM Partners' proposed sectioning, we note that a number of Tier-1 contractors could join forces with smaller, local, licensed entities and therefore provide enhanced local participation.

Independence

AM Partners is a long-term, collaborative, experienced developer that **guarantees contractor interests will remain at arms-length** across all Project Stages. We have spent the last three years building our team, aligning our vision with MDOT and getting a head start on solving the risks and stakeholder issues most critical to Project success.

1.2. TRUE PARTNERSHIP IS BUILT WITH A RELIABLE PARTNER

AM Partners has a demonstrated reputation as a reliable partner, which we have worked decades to build and value deeply.

There is no doubt a project as complex as this will encounter challenges, but our team has shown time and again regionally and globally that we find creative solutions, work in a collaborative fashion with clients and stakeholders, and **provide the kind of resilience that governments need from their private sector partners.**

We are committed to reliability and continuous improvement. We will demonstrate this in our customer and partner interactions and through a consistent and sustained approach. **AM Partners has successfully serviced customers in the National Capital Region for more than eight years.** Our knowledge of Maryland drivers and their behaviors, preferences, and proactive communications needs position us to exceed the Project goals for user experience and customer service.

We stand by our word and commitments and take all necessary actions to protect our partnerships, as demonstrated by our commitment to ongoing transit payments in Virginia despite a 40% revenue drop during the current pandemic. **Our leadership team is personally committed and will ensure our partners work with the same group of individuals throughout each stages of the Project.** We view local stakeholders as partners and have trust-based relationships in the region, demonstrated by our commitments to environmental stewardship, community grant programs, and transit planning for the benefit of the counties directly affected by the Project.

Reliability

Our team led over 90 successful P3 projects and **developed the largest urban P3 toll network in the US, delivered in three sections** all of which opened on time and on budget, and none of which have incurred a performance penalty since opening. We will build on our strong reputation with existing customers in Maryland, and other unique synergies.

Pre Development Work Stage - Delivery



Transurban's 395 Express Lanes project currently provides annual transit and multi-modal funding contribution totaling almost \$3B over the life of concession.

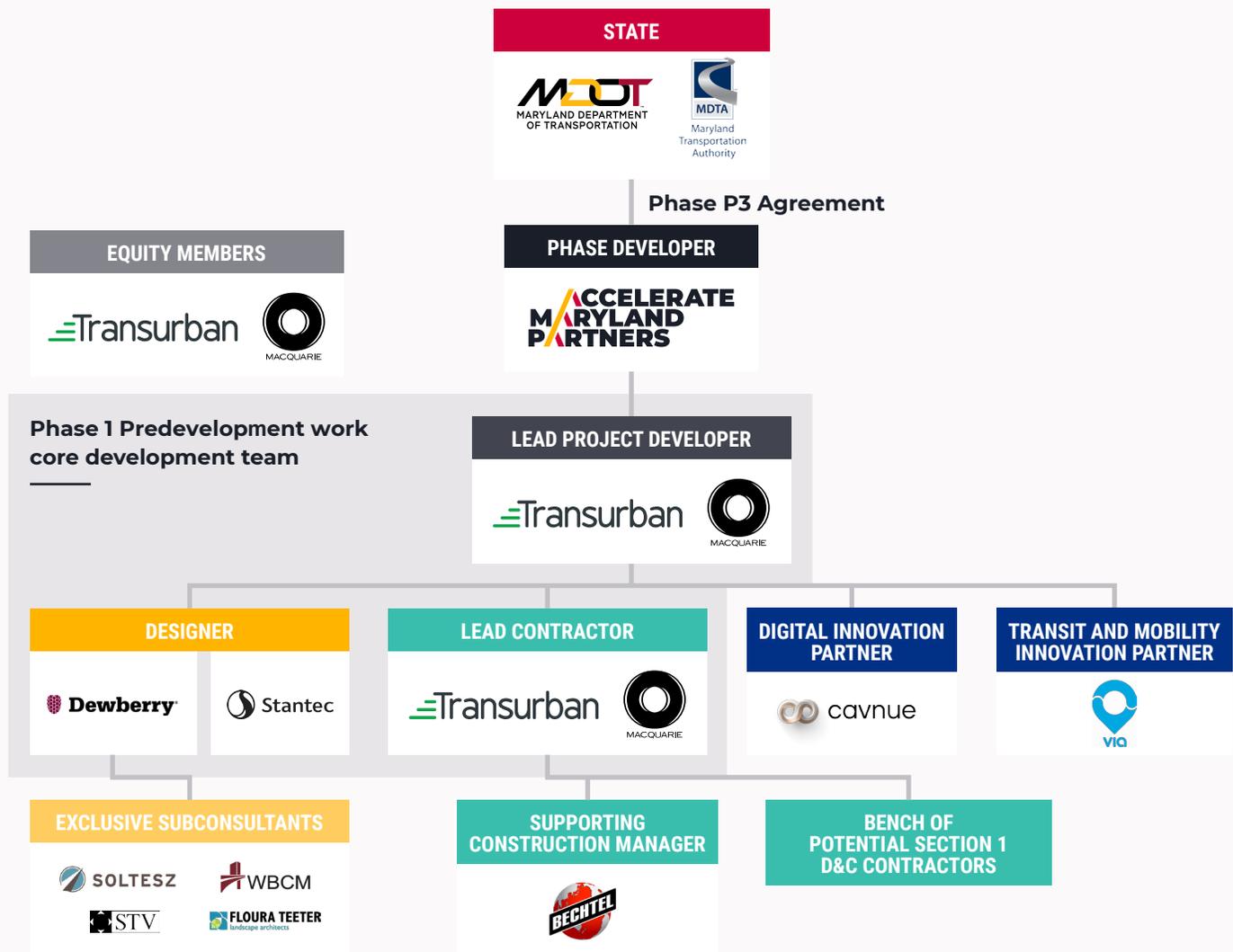
Macquarie's Elizabeth River Crossings project provides up to \$2M annually to fund expansion and enhancements in transit services.

Collectively, our team has led **over 90 successful P3 projects and developed the largest urban P3 toll network in the US.** In the National Capital Region, we have a long track record of using predevelopment frameworks to develop our portfolio of 160 lane-miles of PML.

2. EXPERIENCED DEVELOPER

Transurban and Macquarie, the Lead Project Developer of AM Partners, formed a consortium of industry-leading specialists to ensure certainty and value to MDOT through design, construction, and tolling operations, as depicted below.

Figure 2 // AM Partners' Organizational Structure



We have engaged key subconsultants to complement our internal, local expertise, including our Designers, Dewberry and Stantec. They have 1,850 personnel throughout the region, many of whom have worked directly with MDOT, WMATA, USDOT, SHA, and other key stakeholders.

Our innovation partners include our Digital Innovation Partner, Cavnue, and our Transit and Mobility Innovation Partner, Via. Cavnue was founded by Sidewalk Infrastructure Partners, LLC (SIP), which is backed by Alphabet Inc. (Google's parent company) and Ontario Teachers' Pension Plan.

Consistent with our independent Developer-led approach, we have retained Bechtel to complement our capacity and expertise in managing complex infrastructure projects. They will support oversight of a competitive D&C procurement for the delivery of D&C Work of our first Section.

2.1. A SUPERIOR DELIVERY TEAM IS UNDERPINNED BY LOCAL EXPERTISE

Our delivery approach is backed by decades of local experience in the region. We live and work in the Project area, work with Maryland's agencies and counties, and serve Maryland residents as customers. These personal and professional experiences give us an **unmatched understanding of the complexity of Maryland's goals, geopolitical priorities, and State/local regulations**. Not to mention, our unrivaled financial capacity is currently overseen by local decision makers.

AM Partners has spent significant time over the last three years getting a head start on solving the risks and stakeholder issues most critical to success of the Project. During the RFQ and RFP Stage, we have extensively progressed design development. We have identified **38 pivotal field investigations to de-risk the Project during the Predevelopment Work Stage** and potential for a **22% reduction in Right-of-Way (ROW)** requirements relative to the baseline DEIS design. Furthermore, we have **actively engaged throughout the Innovative Dialogue Process (IDP) to submit 21 proposals, of which 14 have been conditionally approved by MDOT and included in our proposal**. This early progress will ensure we come to the table upon selection as Preferred Proposer with tangible value and multiple paths to a successful Project.

2.2. A SUPERIOR DELIVERY TEAM IS UNDERPINNED BY DISTINCTIVE EXPERTISE

Our team is tailor made with the distinctive expertise needed to implement a shockingly innovative solution.

We recognize, road owners and operators are facing an increasing challenge to both identify and deploy the right technologies to build, operate, and maintain their roadways. AM Partners is committed to overcoming technological adoption barriers by providing a unified technology platform, and focus on the future.

With our innovation partners, we will couple our experienced transportation practitioners with a next generation mobility and technology approach to deliver the world's first fully digitized roadway and most mobility-forward corridor. Cavnu will support the implementation of a holistic digital strategy through development of AM Partners' Digital Master Plan (DMP). The DMP will underpin our technology platform's adaptability and accelerate the uptake of Connected Autonomous Vehicles (CAVs) in the corridor. Via will support MDOT and the Phase Developer in the development of the **Transit Services Improvements and additional innovative transit initiatives supported by our \$1.8B commitment** to a mix of funding and direct services, such as first- and last-mile microtransit to improve access to transit, and a comprehensive mobility-as-a-service digital platform.

Local

We live and work in the Project area and are here for the long-term. Our reputation defines our success. We understand Maryland's goals, geopolitical priorities, and regulations, work with its agencies, and service its PML customers. Our **collaborative grassroots approach** is backed by decades of experience in the region, and our financial capacity is overseen by local decision makers.

Expertise

AM Partners combines firms with industry leading expertise developing, designing, constructing, and operating P3 projects across the world. We have already **mobilized more than 100 individuals** with diverse experience, combining best practices and innovative ideas from a wide set of projects applicable to all elements of the Project.

3. BEST VALUE PROPOSAL

With a true partnership perspective and superior delivery approach, AM Partners has developed a best value proposal. We have gone above and beyond to identify ways to achieve MDOT's goals and objectives through the Predevelopment Work and Section Work within the financial and scope parameters of the Project. **Our commitment totals \$2.1B in additional benefit to Maryland and its residents, above baseline RFP requirements.** Our key commitments include, but are not limited to items listed on the following page.

3.1. DELIVERY CERTAINTY

AM Partners' performance of the Predevelopment Work throughout the Predevelopment Work Stage to financial close of Phase South, the first Section, will draw upon the expertise and unique attributes of our team members to maximize delivery certainty and manage the State's exposure to risk.

Overcome Project challenges with a committed, long-term view and genuine skin in the game // In the Delivery Certainty section of this proposal, we detail our approach to de-risking the Project. In order to manage the State's exposure to risk, AM Partners will perform an early and comprehensive Site Conditions Assessment. We have developed a Site Due Diligence Plan that will ensure structure in collecting data and identifying potential risks. **We have also begun early work on identifying, prioritizing, and evaluating mitigants to potential risks relating to key delivery-critical areas including: environmental, ROW, hazardous material, utilities, historic and geotechnical testing/studies.**

Adopt a seamless, Developer-wrapped integration across all Project Stages // Designing for consistency and interoperability will be a key Project goal from day one. AM Partners will implement a development and delivery framework applicable to each Section that will promote consistency in terms of design, construction phasing, O&M, tolling, and customer experience. **We will ensure interoperability of Phase South with Phase North, future Phases of**

Risk mitigation through AM Partners' design to date includes:

- Eliminated or reduced impacts to forest conservation areas at Clara Barton Parkway, River Road, the I-270 East/West Spur Interchange, Wootton Pkwy, Falls Road, and Shady Grove Road
- Relocated multiple Storm Water Management facilities reducing forest conservation area and ROW impacts and impacts to Cabin John Regional Park
- Performed an advanced level of design to date to identify, mitigate, and reduce impacts from 422 identified utilities to 44 major conflicts and roughly 100 minor conflicts

the P3 Program, and adjacent projects such as I-495 NEXT, for which our team is uniquely positioned.

During the Section O&M Work Stage, AM Partners' O&M, Tolling, and Section Developer management will be provided under a Master Service Agreement (MSA) with Transurban which will ensure **a unified operations regime across all Sections of Phase 1, a single interface point facilitating interoperability, and maximum value to the State** by benefiting from the operational and tolling synergies that exist between the Project and the adjacent Transurban Express Lanes network.

Engage stakeholders early and often through transparent interfaces and open lines of communication //

Our partnering approach is based on the fundamental principles of effective collaborative working groups, open communication, clear delineation of responsibility, and aligned interests. The benefits of **our partnering approach involve free-flowing data sharing with MDOT, integrated workstreams, eliminated siloes through structured regular communication, and continuity of personnel** from the Predevelopment Work to the Section Work.

3.2. MINIMIZE IMPACTS

AM Partners will develop and deliver the Project in a collaborative and responsible manner, ensuring the needs of the community and the Project stakeholders are heard and addressed.

AM Partners' commitments

3.1 DELIVERY CERTAINTY

- Deliver a compliant Committed Section Proposal by May 27, 2022 and achieve Financial Close before October 31, 2022 for **all of Phase South**, without Maryland funding
- Provide **expert, local personnel** with demonstrable, directly relevant PML experience, involve 60+ dedicated technical staff and global resources, and retain personnel across all Project Stages
- Apply **lessons learned from 90 successful P3 projects** in our portfolio
- Support stakeholders through a **Transit Fund and Community Grant Program worth \$1.9B**
- **Double water quality protection requirements for the Project** and convey all water credits to Montgomery County, worth \$30M
- **Engage stakeholders early and often through transparent interfaces and open lines of communication**
- **Clear lines of responsibility** across each discipline and Project Stages
- Develop a system that **ensures quality and compliance** with the Phase P3 Agreement for all Predevelopment Work activities
- **Adopt a seamless, Developer-wrapped integration across all Project Stages**
- Develop a **single, proven, and future proofed technology platform** spanning all network assets

3.2 MINIMIZE IMPACTS

- **Collaborate with stakeholders using our deep local knowledge and existing relationships**
- Maintain an **open dialogue and incorporate public feedback into all aspects of the Project**
- Implement technology-based solutions for **next generation, high-quality tolling accuracy**
- **Create a seamless, connected driving experience**
- Identify solutions to **reduce ROW takes beyond the 22% of impacts that we have already identified** and avoided and reduce land acquisition needed for park-and-ride
- Utilize an **innovative Environmental Compliance Management (ECM) tool**
- **Achieve Platinum Envision Rating** from the Institute for Sustainable Infrastructure

3.3 MAXIMIZING VALUE TO THE STATE

- **Implement 14 Conditionally Accepted IDPs and several design optimizations alongside a comprehensive de-risking program**
- Facilitate an **expedited delivery of Phase North** by supporting MDOT in the pursuit of NEPA Environmental Assessment
- Sponsor and manage the **MD-200 Diversion Alternative Study**
- Perform **all routine O&M within the Project corridor, including for the General Purpose Lanes (GP Lanes)**, valued at \$235M for Maryland
- **Utilize transparent, competitive best value-based procurement processes, including to secure a D&C fixed price**
- Mitigate contractor balance sheet exposure by securing multiple contractors across the corridor
- **Leverage the common ownership with I-495 NEXT** to facilitate interface and interoperability
- Leverage proven and common **next Generation Back Office System** across all the Project and the wider Transurban network
- Provide a **digital dashboard to allow Maryland to access critical information on-demand**
- **Establish a \$50M Innovation Alliance to support the development of emerging technologies**

3.4 OPPORTUNITY MDOT

- **Exceed 26% MDOT DBE goal** for the Predevelopment Work Stage
- **Identify, train, and assemble a local workforce** that reflects Maryland's diversity
- **Create hundreds of expected jobs** across all Project Stages
- Support MDOT's TRAC and RIDES program efforts to promote STEM in local elementary to high schools
- **Utilize a Project Labor Agreement** for the delivery of the Project
- Provide **diversity and local workforce engagement program administration and oversight by local firms and residents within 30 miles of the Project location**
- Ensure at least half of Project leadership will be women or minorities
- **Establish a Diversity Board**, including leading civic and business local representatives, to support workforce and business engagement

3.5 CONGESTION RELIEF

- **Provide a significant transit funding commitment of at least \$1.5B through Phase North and \$300M of transit implementation in Phase South**
- **Deliver a comprehensive digital multi-modal mobility platform**, MyCommute, leveraging our successful GoToll App
- **Facilitate multi-modal trips and right-size park-and-ride facilities** by delivering microtransit and bikeshare as last-mile solutions
- Provide an **innovative, no-cost financing solution to accelerate bus fleet electrification**
- **Expand transit fare subsidies to disadvantaged residents** along the Project corridor
- Deliver **18 intersection improvements within the Phase South corridor and \$5M during construction for Vision Zero** to promote pedestrian and cycle safety along the corridor
- Fund a \$200,000 **study with University of Maryland to monitor traffic volumes**
- Innovate maintenance program through insights from **digital twin, and support early adoption of CAV**

AM Partners understand the unique requirements, regulations, agencies, public, and geopolitical priorities of the Project and have worked successfully with all key Project stakeholders, major local utility owners, and contractors.

Collaborate with stakeholders using our deep local knowledge and existing relationships // Early outreach and engagement, coupled with the team’s local context, gives AM Partners’ a **unique understanding of the corridor, stakeholder concerns, and ways to mitigate them.** In collaboration with MDOT and MDTA, AM Partners is best suited to develop strategies and tactics to connect with all stakeholders and develop a long-term relationship, having started work on the conceptual design for this Project more than three years ago.

Our initial outreach to 85 community organizations, including homeowners and civic associations, businesses and chambers of commerce, enabled us to learn about stakeholder concerns and develop strategies to minimize them.

TOP CONCERNS FROM THE COMMUNITY



Noise - current and future

We will reflect community objectives and aesthetic preference in our sounds barrier, retaining walls (including green walls) and landscaping



Impact to local roads

Reduce impacts, detours, and improve general public safety and freeway entrance/exit flow through design



Encroachment on private property / ROW

Minimize ROW takes and coordinate property acquisition with property owners early



Adverse impacts to park and/or historic land

Promote recovery from current impacts, highlight significance of historic areas, and provide greater access and visibility for community connection to these sites



Concerns about how P3s work and how this project will differ from Purple Line

Implement a successful public awareness campaign to build understanding and acceptance of the P3 process and Project



WSSC costs will affect taxpayer water bills

Working early and closely with WSSC to minimize impacts on costs and promote understanding of mitigation strategies

Create a seamless, connected driving experience //

Customer insights are at the heart of our approach, backed by dedicated support teams, established technologies, and robust data management that will enhance user experience, minimize customer service issues, and ensure tolling interoperability. Our **“Easy, Empowered, Integrated”** customer service approach is designed to:

- Give users tools to help them understand their travel options, pricing, and payment mechanisms.
- Empower users by educating them on PML benefits providing them with data on road and traffic conditions and enabling easy access to the PML through intuitive design and clear signage.
- Provide interoperability not only across Phase 1, but also with the wider network of Express Lanes for an integrated customer experience. Approximately 40% of the northbound users on the 495 Express Lanes in Virginia are traveling to Maryland. **AM Partners offers the unique opportunity for two independent dynamically tolled concessions to interface under common ownership.** Connecting the Project with the Virginia Express Lanes network will allow for seamless continuity of experience for users across the region without changes or interruptions.

Achieve Platinum Envision Rating from the Institute for Sustainable Infrastructure //

During the Predevelopment Work Stage, AM Partners commits to working with our D&C team to meet rigorous sustainability metrics and achieve a Platinum Envision rating for the Project. We will also incentivize carbon neutral construction through our best value D&C Procurement, and target carbon neutrality during operations.

3.3. MAXIMIZING VALUE TO THE STATE

AM Partners’ independent, Developer-led approach to the delivery of each Section of the Project will enable us to deliver a highly competitive solution, thereby maximizing value to the State. **We have and will take a network-wide approach in developing a solution that delivers the full Phase 1 corridor and**

facilitates improvements for the full limits of the P3 Program while not requiring Maryland funding. AM Partners' has undertaken a considerable amount of work at-risk over the past three years to understand and de-risk the Project.

We will further **advance the Project design to ensure greater certainty** of deliverability and refine construction price estimates for Phase South. During the Predevelopment Work Stage, we will focus on key optimizations enhancing Project value, feeding from and to the design activities undertaken by the D&C Procurement process. We will also progress the development and approval of our IDP proposals that represent approximately \$270M of savings.

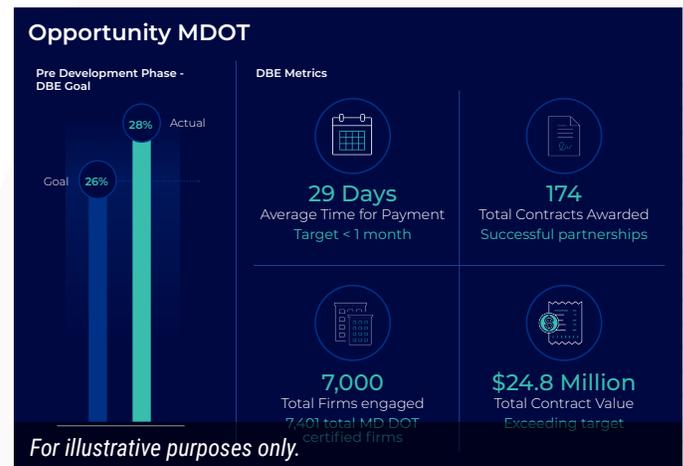
We will prioritize risks based on the probability of occurrence and impact to the Project. De-risking activities will include negotiations with third parties, design optimizations, and field work/site investigations. We outlined a comprehensive Site Due Diligence Plan to collect additional data, will be submitted as part of the Predevelopment Work Execution Plan and subject to MDOT approval.

Utilize transparent, competitive best-value based procurement processes, including securing a D&C fixed price // During the RFP Stage, AM Partners focused its efforts on defining its D&C, Operations & Maintenance, tolling, Traffic & Revenue, financing, and Section Developer management through systematic identification and proactive mitigation of risks, to both confirm viability of the Project and enable us to commit a highly competitive Financial Proposal to MDOT. AM Partners **will ensure competitive pricing from quality contractors and maximize value** for the Section D&C Work. Based on precedent comparable P3 projects in the US over the last 10 years, competitive D&C procurement results in 18% average price savings compared to negotiated arrangements (with savings recorded as high as 34%).

Establish an Innovation Alliance to support the development of emerging technologies // AM Partners will develop a DMP during the Predevelopment Work Stage, that will form the roadmap for the delivery of

the **first fully digitized roadway in the world** and support the development of our digital twin. A digitized asset will improve the safety of the Project, provide for more efficient operations, and provide for a more equitable transportation future. The DMP will also provide the framework for leveraging an Innovation Alliance that will be part of our **commitment to identifying, piloting, and implementing new and emerging technologies in partnership with Maryland**. A key component of our digitized strategy is our ETMS solution and tolling strategy. AM Partners' tolling strategy will provide fair pricing and dynamic tolls that can easily be adjusted, support discounts via pricing modifiers, and transparency for ease of verification of tolling policies via a digital dashboard.

3.4. OPPORTUNITY MDOT/ COMMUNITY BENEFITS



We will answer MDOT's call to provide interested Marylanders every opportunity to gain access to Program-related employment and contract opportunities. **Under our Developer-led structure, the responsibility for developing and executing our local workforce development and small, minority, women, veteran-owned, and disadvantaged businesses (Certified Firms) participation approaches and programs will rest with us.** This allows us to implement our strategy consistently and continuously throughout all Project Stages.

Identify, train, and assemble a local workforce that reflects Maryland's diversity //

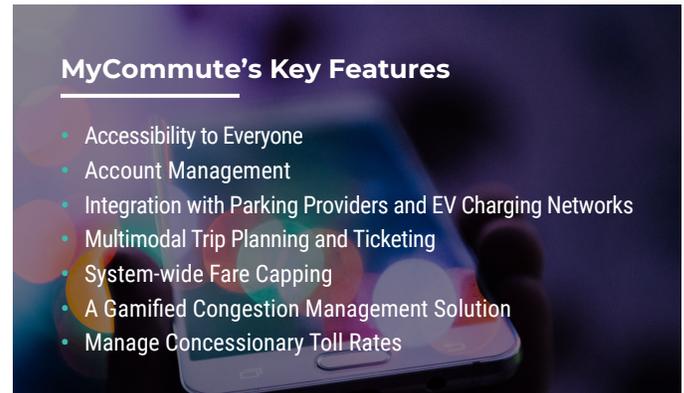
Upon notice of Preferred Proposer, AM Partners will implement our Workforce Development Program (WDP) to identify, engage, and prepare local disadvantaged jobseekers for employment opportunities during all Project Stages. To prepare Maryland's community for the high paying jobs in the growth industries of tomorrow including data analytics, infrastructure, autonomous vehicles, Internet of Things, and coding, we will emphasize utilizing emerging technology. The WDP will capitalize on existing training programs provided by our network of community partners complemented by AM Partners' facilitated training programs. **Our WDP will also offer incentives to employers, coordinate with local unions and support the execution of a PLA for the Project.**

We will implement a sustained, targeted approach to identify, support, prepare, and **meaningfully engage Certified Firms across all Project Stages to exceed participation goals**, that builds on early outreach and recruitment efforts, and expands their capabilities to perform work on future contracts.

3.5. CONGESTION RELIEF

We will holistically address congestion in the region through every stage of the Project, facilitating traveler choice, enhancing multi-modal mobility, and ensuring trip reliability for all. Over the life of the Project, we will leverage our comprehensive approach to congestion relief: manage demand, enhance capacity, and operate more efficiently.

Provide a significant transit funding commitment of at least \$1.5B through Phase North and \$300M of transit implementation in Phase South // We will support key regional transit priorities and mitigate funding challenges raised by the COVID-19 pandemic.



Deliver a comprehensive digital multi-modal mobility platform // AM Partners will deliver an innovative mobility-as-a-service platform, MyCommute, expanding commuter choice and making it easier than ever to plan and book multi-modal transit trips.

Explore extending benefits beyond the Project limits // We commit to planning, funding, and implementing a network wide congestion relief solution in collaboration with MDOT and MCDOT through the following:

- **Propose intersection improvements at 18 locations in the vicinity of Phase South, shown adjacently.** Capital works will target post-Phase 1 opening level of service C or better through the addition of turn lanes and signal timing optimization.
- Explore **Bus Priority Lanes** along Wootton and Montrose Parkways to support bus service and connections between the PML and transit hubs.
- **Support Montgomery County's Vision Zero** effort through Developer-led measures to enhance neighborhood pedestrian and cycle connectivity.

Collectively, these commitments will ensure that the Project benefits every person that interacts with the corridor and leaves a congestion relief legacy that goes well beyond the addition of the PML.

AM Partners looks forward to working with MDOT in true partnership to create a best value proposal for the Project.

3.1(c)(i) Organizational Tables

Roles of the Equity Members and Major Non-Equity Members and their shares of ownership of any joint venture or other entities:

Equity Member and Major Non-Equity Members Overview

Entity	Role	Ownership
Equity Members		
Transurban (USA) Operations Inc.	Equity Member	60%
Macquarie Infrastructure Developments LLC	Equity Member	40%
Major Non-Equity Members		
Transurban (USA) Operations Inc.	Lead Project Developer and Lead Contractor	N/A
Macquarie Infrastructure Developments LLC	Lead Project Developer and Lead Contractor	N/A
Dewberry Engineers Inc.	Designer	N/A
Stantec Consulting Services Inc.	Designer	N/A

3.1(c)(ii) Member Relationships

Relationship between any of the Equity Members, Major Non-Equity Members, and any Guarantors:

Member Relationships

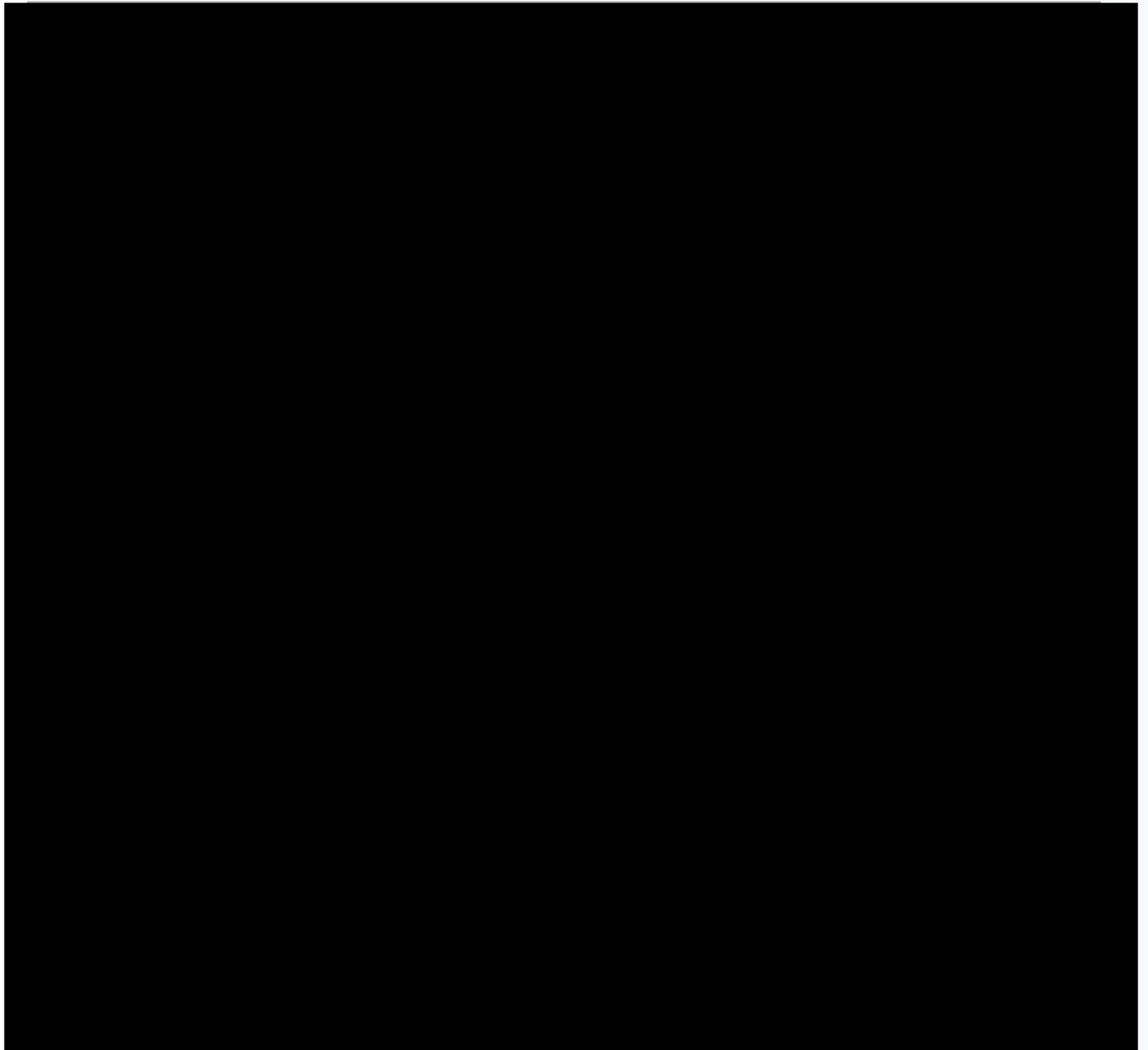
Entity	Guarantor	Relationship
Transurban (USA) Operations Inc.	Transurban Group	Parent Company
Macquarie Infrastructure Developments, LLC	Macquarie Financial Holdings Pty Limited	Parent Company
Dewberry Engineering Inc.	N/A	N/A
Stantec Consulting Services Inc.	N/A	N/A

3.1(f) IDP Submittals

In accordance with the ITP, Appendix 4, Section 3.1(f) – Copies of MDOT’s conditional acceptance letters attaching the applicable IDP submittal are included in section and summarized in the table below.

AM Partners’ IDP Submittal List

IDP Number	IDP Title	MDOT Response	Predevelopment Work Proposal Section(s) Referenced
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Section 1.
General Information



3.1(g)(i)

Form B-1

Identification of
Proposer and Equity
Members

Form B-1

IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS

Name of Entity and Contact Information (address, representative, phone, fax, e- mail)	Role of Entity in Proposer Organization	Contractor License (if applicable)	Equity Member's ownership percentage	Description of Work/Services To Be Performed By Entity (if applicable)
Accelerate Maryland Partners LLC 7900 Westpark Drive, Suite T500 Tysons, Virginia 22102 Aaron Singer Phone: 571-265-0220 Fax: 571-620-7363 Asinger@transurban.com	Proposer,	N/A	N/A	Proposer is an LLC organized for the purposes of submitting this Proposal
Transurban (USA) Operations Inc. 7900 Westpark Drive, Suite T500 Tysons, Virginia 22102 Jennifer Aument Phone:571-419-6100 Fax: 571-620-7363 Jaument@transurban.com	Equity Member, Lead Project Developer, Phase Developer, and Lead Contractor	N/A	60%	Equity Member of the Proposer
Macquarie Infrastructure Developments LLC 125 West 55th Street New York, NY 10019 Sarah Schick Phone:212-231-1633 Fax:212-231-1718 Sarah.Schick@macquarie.com	Equity Member, Lead Project Developer, Phase Developer, and Lead Contractor	N/A	40%	Equity Member of the Proposer

The above information is true, correct and accurate.
Executed December 23, 2020.



(Signature)

Aaron Singer

(Name Printed)

Proposer Representative

(Title)

Accelerate Maryland Partners LLC

(Proposer)

Section 1.
General Information



3.1(g)(i)

Form B-2
Information About
Proposer Organization

Form B-2

INFORMATION ABOUT PROPOSER ORGANIZATION

- 1. Name of Proposer: Accelerate Maryland Partners LLC
- 2. Name of Phase Developer: Accelerate Maryland Partners LLC
- 3. Type of Entity: Limited Liability Company

Proposer [] Phase Developer []

- 4. Proposer's Address:

7900 Westpark Drive, Suite T500

Tysons, Virginia 22102

Telephone: (571) 265-0220 Facsimile: (571) 620-7363

- 5. How many years has Proposer, Phase Developer, and each Equity Member been in its current line of business and how many years has each entity been in business under its present name?

Name	No. of years in business	No. of years under present name
Accelerate Maryland Partners LLC	<1 year	<1 year
Transurban (USA) Operations Inc.	15 years	13 years
Macquarie Infrastructure Developments LLC	7 years	7 years

- 6. Under what other or former name(s) has Proposer, Phase Developer, and Equity Members operated?

Proposer/Phase Developer: Accelerate Maryland Partners LLC None

Equity Member: Transurban Operations (USA) Inc. Transurban (USA) Inc.

Equity Member: Macquarie Infrastructure Developments LLC None

7. Proposer shall review its SOQ previously submitted to MDOT and list below any Key Personnel and other key staff members and their relevant experience that have been approved by MDOT since the submission of the SOQ. Except as updated by the following information, Proposer's SOQ is hereby incorporated as if set forth in full and Proposer represents and warrants to MDOT and MDTA that the information set forth in the SOQ, except as set forth herein, is true, complete and accurate in all respects and does not contain any misleading or incorrect information or omit to state a material fact necessary in order to make the information not misleading. Attach separate sheets if necessary.

Accelerate Maryland Partners has not made any changes to the Key Personnel or other key staff members since its submission of the SOQ.

8. List all Maryland licenses held by Proposer, Phase Developer, and any Equity Member. Attach copies of all Maryland licenses. Attach a separate sheet if necessary.

None

I declare under penalty of perjury under the laws of the State of Maryland that the foregoing declaration is true, correct, and accurate.



(Signature)

Aaron Singer

(Name Printed)

Proposer Representative

(Title)

Accelerate Maryland Partners LLC

(Proposer)

Section 1.
General Information



3.1(g)(i)

Form B-3
Information About
Major Participants

Form B-3

INFORMATION ABOUT MAJOR NON-EQUITY MEMBERS

Proposer Name: Accelerate Maryland Partners LLC

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Address of Head Office	Contractor License (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)
Dewberry Engineers Inc. 8401 Arlington Blvd. Fairfax, VA 22031 Dave Mahoney 703-849-0607 703-849-0537; fax dmahoney@dewberry.com	8401 Arlington Blvd. Fairfax, VA 22031	N/A	Designer
Stantec Consulting Services Inc. 6110 Frost Place Laurel, MD 20707 Simon Simon 240-542-3181 301-220-2483; fax Simon.simon@stantec.com	370 Interlocken Blvd., Suite 300 Broomfield, CO 80021	N/A	Designer

If any Major Non-Equity Member identified above is a single purpose entity formed to respond to this RFP, complete the following matrix for each such single purpose entity:

Name of Major Non-Equity Member	Form of Entity (partnership, joint venture, LLC)	Entities with Ownership Interest	Percentage of Ownership Interest
N/A	N/A	N/A	N/A

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations with Major Non-Equity Member resulting in an agreement to enter into any of the Phase Documents with respect to Phase 1, except for those listed above.

I declare under penalty of perjury under the laws of the State of Maryland that the foregoing declaration is true, correct, and accurate.

Executed December 23, 2020.



(Signature)

Aaron Singer

(Name Printed)

Proposer Representative

(Title)

Accelerate Maryland Partners LLC

(Proposer)

Section 1.
General Information



3.1(g)(ii)

Form C
Proposal Affidavit

Form C

PROPOSAL AFFIDAVIT1. **AUTHORITY**

I HEREBY AFFIRM THAT:

I Aaron Singer possess the legal authority to make this Affidavit.

2. **CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

- (a) The undersigned Proposer (the "**Certifying Entity**") hereby certifies and agrees that the following information is correct: In preparing the Proposal on this project, the Certifying Entity has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (b) "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination."
- (c) Without limiting any other provision of the Proposal, it is understood that, if the certification is false, such false certification constitutes grounds for MDOT to reject the Proposal submitted by the Proposer on this project, and terminate any contract awarded based on the Proposal.
- (d) As part of the Proposal, the Certifying Entity herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Certifying Entity discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.
- (e) The Certifying Entity agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

3. **AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in § 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to, § 6-220 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

N/A

4. **AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of:
 - (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961 et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in Sections 4(a) to 4(e) above;
- (g) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) been found in a final adjudicated decision to have violated the Commercial Non-discrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Sections 2, 3, and 4(a) to 4(h) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

N/A

5. **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

N/A

6. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (a) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (b) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

N/A

7. SUBCONTRACT AFFIRMATION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (b) directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the Proposal.

9. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

10. **CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract.

11. **CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(a) The undersigned certifies that, in accordance with § 17-705 of the State Finance and Procurement Article of the Annotated Code of Maryland:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (ii) it is not engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(b) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

N/A

12. **CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of § 14-413 of the State Finance and Procurement Article of the Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

13. **ACKNOWLEDGEMENT**

(a) I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Solicitation Manager and may be distributed to units of:

- (i) the State of Maryland;
- (ii) counties or other subdivisions of the State of Maryland;
- (iii) other states; and
- (iv) the federal government.

(b) I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having

jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to:

- (i) this Affidavit;
- (ii) the contract; and
- (iii) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020

Accelerate Maryland Partners LLC

(print name of organization)

By:

Aaron Singer

(print name of Authorized Representative and Affiant)



(signature of Authorized Representative and Affiant)

Form C

PROPOSAL AFFIDAVIT1. **AUTHORITY**

I HEREBY AFFIRM THAT:

I, Jennifer Aument possess the legal authority to make this Affidavit.

2. **CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

- (a) The undersigned Equity Member (the "**Certifying Entity**") hereby certifies and agrees that the following information is correct: In preparing the Proposal on this project, the Certifying Entity has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (b) "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination."
- (c) Without limiting any other provision of the Proposal, it is understood that, if the certification is false, such false certification constitutes grounds for MDOT to reject the Proposal submitted by the Proposer on this project, and terminate any contract awarded based on the Proposal.
- (d) As part of the Proposal, the Certifying Entity herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Certifying Entity discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.
- (e) The Certifying Entity agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

3. **AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in § 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to, § 6-220 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

N/A

4. **AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of:
 - (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961 et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in Sections 4(a) to 4(e) above;
- (g) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) been found in a final adjudicated decision to have violated the Commercial Non-discrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Sections 2, 3, and 4(a) to 4(h) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

N/A

5. **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

N/A

6. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (a) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (b) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

N/A

7. SUBCONTRACT AFFIRMATION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (b) directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the Proposal.

9. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

10. **CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract.

11. **CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(a) The undersigned certifies that, in accordance with § 17-705 of the State Finance and Procurement Article of the Annotated Code of Maryland:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (ii) it is not engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(b) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

N/A

12. **CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of § 14-413 of the State Finance and Procurement Article of the Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

13. **ACKNOWLEDGEMENT**

(a) I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Solicitation Manager and may be distributed to units of:

- (i) the State of Maryland;
- (ii) counties or other subdivisions of the State of Maryland;
- (iii) other states; and
- (iv) the federal government.

(b) I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having

jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to:

- (i) this Affidavit;
- (ii) the contract; and
- (iii) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020

Transurban Operations (USA) Inc.

(print name of organization)

By:

Jennifer Aument

(print name of Authorized Representative and Affiant)



(signature of Authorized Representative and Affiant)

Form C

PROPOSAL AFFIDAVIT

1. **AUTHORITY**

I HEREBY AFFIRM THAT:

I Sarah Schick and Sandeep Gopalan possess the legal authority to make this Affidavit.

2. **CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

- (a) The undersigned Equity Member (the "**Certifying Entity**") hereby certifies and agrees that the following information is correct: In preparing the Proposal on this project, the Certifying Entity has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (b) "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination."
- (c) Without limiting any other provision of the Proposal, it is understood that, if the certification is false, such false certification constitutes grounds for MDOT to reject the Proposal submitted by the Proposer on this project, and terminate any contract awarded based on the Proposal.
- (d) As part of the Proposal, the Certifying Entity herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Certifying Entity discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.
- (e) The Certifying Entity agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

3. **AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in § 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to, § 6-220 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any

conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

N/A

4. **AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of:
 - (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961 et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in Sections 4(a) to 4(e) above;
- (g) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) been found in a final adjudicated decision to have violated the Commercial Non-discrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Sections 2, 3, and 4(a) to 4(h) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

N/A

5. **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

N/A

6. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (a) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (b) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

N/A

7. **SUBCONTRACT AFFIRMATION I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. **AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (b) directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the Proposal.

9. **CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

10. **CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract.

11. **CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(a) The undersigned certifies that, in accordance with § 17-705 of the State Finance and Procurement Article of the Annotated Code of Maryland:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (ii) it is not engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(b) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

N/A

12. **CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of § 14-413 of the State Finance and Procurement Article of the Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

13. **ACKNOWLEDGEMENT**

(a) I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Solicitation Manager and may be distributed to units of:

- (i) the State of Maryland;
- (ii) counties or other subdivisions of the State of Maryland;

- (iii) other states; and
 - (iv) the federal government.
- (b) I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to:
- (i) this Affidavit;
 - (ii) the contract; and
 - (iii) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020

By: Macquarie Infrastructure Developments LLC

Sarah Schick, Manager



Sandeep Gopalan, Vice President



(signature of Authorized Representative and Affiant)

Form C

PROPOSAL AFFIDAVIT

1. **AUTHORITY**

I HEREBY AFFIRM THAT:

I Dave Mahoney possess the legal authority to make this Affidavit.

2. **CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

- (a) The undersigned Major Non-Equity Member (the "**Certifying Entity**") hereby certifies and agrees that the following information is correct: In preparing the Proposal on this project, the Certifying Entity has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (b) "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination."
- (c) Without limiting any other provision of the Proposal, it is understood that, if the certification is false, such false certification constitutes grounds for MDOT to reject the Proposal submitted by the Proposer on this project, and terminate any contract awarded based on the Proposal.
- (d) As part of the Proposal, the Certifying Entity herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Certifying Entity discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.
- (e) The Certifying Entity agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

3. **AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in § 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to, § 6-220 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any

conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

N/A

4. **AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of:
 - (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961 et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in Sections 4(a) to 4(e) above;
- (g) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) been found in a final adjudicated decision to have violated the Commercial Non-discrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Sections 2, 3, and 4(a) to 4(h) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

N/A

5. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

N/A

6. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (a) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (b) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

N/A

7. SUBCONTRACT AFFIRMATION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (b) directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the Proposal.

9. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

10. **CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract.

11. **CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(a) The undersigned certifies that, in accordance with § 17-705 of the State Finance and Procurement Article of the Annotated Code of Maryland:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (ii) it is not engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(b) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

N/A

12. **CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of § 14-413 of the State Finance and Procurement Article of the Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

13. **ACKNOWLEDGEMENT**

(a) I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Solicitation Manager and may be distributed to units of:

- (i) the State of Maryland;
- (ii) counties or other subdivisions of the State of Maryland;

- (iii) other states; and
 - (iv) the federal government.
- (b) I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to:
- (i) this Affidavit;
 - (ii) the contract; and
 - (iii) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 12/23/2020

Dewberry Engineers Inc.

(print name of organization)

By:

Dave Mahoney, PE Executive Vice President

(print name of Authorized Representative and Affiant)



(signature of Authorized Representative and Affiant)

Form C

PROPOSAL AFFIDAVIT1. **AUTHORITY**

I HEREBY AFFIRM THAT:

I Susan Walter, PE possess the legal authority to make this Affidavit.

2. **CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

- (a) The undersigned Major Non-Equity Member (the "**Certifying Entity**") hereby certifies and agrees that the following information is correct: In preparing the Proposal on this project, the Certifying Entity has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (b) "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination."
- (c) Without limiting any other provision of the Proposal, it is understood that, if the certification is false, such false certification constitutes grounds for MDOT to reject the Proposal submitted by the Proposer on this project, and terminate any contract awarded based on the Proposal.
- (d) As part of the Proposal, the Certifying Entity herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Certifying Entity discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken.
- (e) The Certifying Entity agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

3. **AFFIRMATION REGARDING BRIBERY CONVICTIONS I FURTHER AFFIRM THAT:** Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in § 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to, § 6-220 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any

conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

N/A

4. **AFFIRMATION REGARDING OTHER CONVICTIONS I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of:
 - (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any criminal violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961 et seq., or the Mail Fraud Act, 18 U.S.C. §§ 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (d) been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (f) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in Sections 4(a) to 4(e) above;
- (g) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) been found in a final adjudicated decision to have violated the Commercial Non-discrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Sections 2, 3, and 4(a) to 4(h) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

N/A

5. **AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

N/A

6. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (a) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (b) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

N/A

7. **SUBCONTRACT AFFIRMATION I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

8. **AFFIRMATION REGARDING COLLUSION I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (b) directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the Proposal.

9. **CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

10. **CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract.

11. **CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(a) The undersigned certifies that, in accordance with § 17-705 of the State Finance and Procurement Article of the Annotated Code of Maryland:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (ii) it is not engaging in investment activities in Iran as described in § 17-702 of the State Finance and Procurement Article of the Annotated Code of Maryland.

(b) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

N/A

12. **CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of § 14-413 of the State Finance and Procurement Article of the Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

13. **ACKNOWLEDGEMENT**

(a) I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Solicitation Manager and may be distributed to units of:

- (i) the State of Maryland;
- (ii) counties or other subdivisions of the State of Maryland;

- (iii) other states; and
- (iv) the federal government.

(b) I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to:

- (i) this Affidavit;
- (ii) the contract; and
- (iii) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020

Stantec Consulting Services Inc.

(print name of organization)

By:

Susan Walter, PE

(print name of Authorized Representative and Affiant)

Susan F. Walter

(signature of Authorized Representative and Affiant)

Section 1.
General Information



3.1(g)(iii)

Form D

Personnel Work
Assignment Form and
Commitment of Availability

Form D

PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY

Name of Proposer: Accelerate Maryland Partners LLC

Key Personnel Assignment	Name of Individual Assigned and Employer
Phase Developer PM	Tim Steinhilber, PE; Transurban (USA) Inc.
Construction PM	Kevin Ginnerty, PE; Transurban (USA) Inc.
Design PM	Robert Kerns, PE; Transurban (USA) Inc.
Lead Finance Manager	Sandeep Gopalan; Macquarie Capital (USA) Inc.

Proposer's Name: Accelerate Maryland Partners LLC (the "Proposer")

Employer's Name: Transurban (USA) Inc. (the "Employer")

Employer's Name: Macquarie Capital (USA) Inc. (the "Employer")

COMMITMENT OF AVAILABILITY

Understanding MDOT's concern that the personnel resources specifically represented and listed in this Predevelopment Work Proposal actually be assigned to Phase 1 and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Phase P3 Agreement, to the extent with the Employer's control, the Employer's named Key Personnel and other individuals of Employer named in the Predevelopment Work Proposal will be committed, available, and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the Phase Documents.

Proposer's Name: Accelerate Maryland Partners LLC

Signed:  _____

Printed Name: Aaron Singer

Title: Proposer Representative

Date: December 23, 2020

COMMITMENT OF AVAILABILITY

Understanding MDOT's concern that the personnel resources specifically represented and listed in this Predevelopment Work Proposal actually be assigned to Phase 1 and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Phase P3 Agreement, to the extent with the Employer's control, the Employer's named Key Personnel and other individuals of Employer named in the Predevelopment Work Proposal will be committed, available, and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the Phase Documents.

Proposer's Name: Transurban (USA) Inc.

Signed: 

Printed Name: Jennifer Aument

Title: President

Date: December 23, 2020

COMMITMENT OF AVAILABILITY

Understanding MDOT's concern that the personnel resources specifically represented and listed in this Predevelopment Work Proposal actually be assigned to Phase 1 and not also be committed to other projects, Proposer and Employer commit that if Proposer is awarded the Phase P3 Agreement, to the extent with the Employer's control, the Employer's named Key Personnel and other individuals of Employer named in the Predevelopment Work Proposal will be committed, available, and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the Phase Documents.

Employers Name: Maquarie Capital (USA) Inc.

Signed:  _____

Printed Name: Robinson Kupchak

Title: Senior Managing Director

Date: December 23, 2020

Signed:  _____

Printed Name: Sarah Schick

Title: Senior Vice President

Date: December 23, 2020

Section 1.
General Information



3.1(g)(iv)

Form E

Non-Collusion Affidavit

Form E

NON-COLLUSION AFFIDAVIT

State of Virginia

County of Fairfax

Each of the undersigned, being first duly sworn, deposes and says that:

- A Aaron Singer is the Proposer Representative, of Accelerate Maryland Partners LLC, the entity making the foregoing Proposal.

- B The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company, or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any part of the Financial Proposal, or to fix any overhead, profit, or cost element (including the Development Rights Fee) included in the Proposal, or of that of any other Proposer, or to secure any advantage against MDOT, MDTA, or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository, or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

- C Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

[Signature Page to Follow]



(Signature)

Aaron Singer

(Name Printed)

Proposer Representative

(Title)

Accelerate Maryland Partners LLC

(Organization)

Subscribed and sworn to before me this 17th day of Dec., 2020.


Notary Public in and for said County and State

My commission expires: 07/31/2024

**VICTORIA RENEE STEWART
NOTARY PUBLIC
REG. # 7893250
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 7/31/2024**

Form E

NON-COLLUSION AFFIDAVIT

State of Virginia

County of Fairfax

Each of the undersigned, being first duly sworn, deposes and says that:

- A Jennifer Aument is the President of Transurban (USA) Operations Inc., and Transurban (USA) Operations Inc., is the Equity Member of Accelerate Maryland Partners LLC, the entity making the foregoing Proposal.

- B The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company, or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any part of the Financial Proposal, or to fix any overhead, profit, or cost element (including the Development Rights Fee) included in the Proposal, or of that of any other Proposer, or to secure any advantage against MDOT, MDTA, or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository, or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

- C Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

[Signature Page to Follow]

Jennifer Aument

(Signature)

Jennifer Aument

(Name Printed)

President

(Title)

Transurban (USA) Operations Inc.

(Organization)

Subscribed and sworn to before me this 18th day of Dec, 2020.

Victoria Renee Stewart

Notary Public in and for said County and State

My commission expires: 07/31/2024

**VICTORIA RENEE STEWART
NOTARY PUBLIC
REG. # 7893250
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 7/31/2024**

Form E

NON-COLLUSION AFFIDAVIT

State of New York

County of New York

Each of the undersigned, being first duly sworn, deposes and says that:

A Sarah Schick and Sandeep Gopalan are the Manager and Vice President, respectively of Macquarie Infrastructure Developments LLC (MIDL) and MIDL is the Equity Member of Accelerate Maryland Partners LLC, which is the entity making the foregoing Proposal.

B The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company, or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any part of the Financial Proposal, or to fix any overhead, profit, or cost element (including the Development Rights Fee) included in the Proposal, or of that of any other Proposer, or to secure any advantage against MDOT, MDTA, or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository, or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

(Signature)

(Signature)

Sarah Schick

Sandeep Gopalan

(Name Printed)

(Name Printed)

Manager

Vice President

(Title)

(Title)

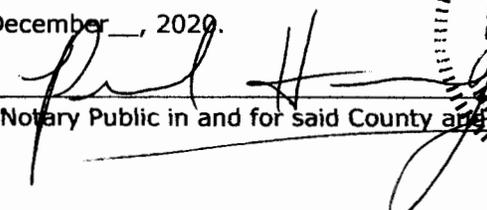
Macquarie Infrastructure Developments LLC

Macquarie Infrastructure Developments LLC

(Organization)

(Organization)

Subscribed and sworn to before me this 11 day of December, 2020.


Notary Public in and for said County and State



My commission expires: November 4, 2024

[Duplicate or modify this form as necessary so that it accurately describes (i) the entity making the Proposal and so that it is signed by and on behalf of all partners, members, joint venture members, and (ii) Equity Members.]

Section 1.
General Information



3.1(g)(v)

Form F
Conflict of Interest
Affidavit and Disclosure
(Maryland)

Form F

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE (MARYLAND)

- (a) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a proposer, bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a proposal or offer is made.
- (c) The proposer, bidder, or offeror warrants that, except as disclosed in clause (d), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- (d) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
- (e) The Proposer agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Proposer shall immediately make a full disclosure in writing to the Solicitation Manager of all relevant facts and circumstances. This disclosure shall include a description of actions which the Proposer has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Phase P3 Agreement has been awarded and performance of the Phase P3 Agreement has begun, the Phase Developer shall continue performance until notified by the Solicitation Manager of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020.

By:  _____

Aaron Singer

(Authorized Representative and Affiant)

Accelerate Maryland Partners LLC

(Proposer)

Section 1.
General Information



3.1(g)(vii)

Form I
Equal Employment
Opportunity Certificate

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Accelerate Maryland Partners LLC
that:

Accelerate Maryland Partners LLC

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature:  _____

Title: Proposer Representative

Date: December 23, 2020

If not Proposer, relationship to Proposer: N/A

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-

1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Transurban (USA) Operations Inc. that:

Transurban (USA) Operations Inc.

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: President

Date: December 23, 2020

If not Proposer, relationship to Proposer: Equity Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-

1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Macquarie Infrastructure Developments LLC, that:

Macquarie Infrastructure Developments LLC (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [Handwritten Signature] Signature: [Handwritten Signature]

Title: Manager Title: Vice President

Date: December 23, 2020

If not Proposer, relationship to Proposer: Phase Developer, Equity Member and Lead Contractor

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Dewberry Engineers Inc., that:

Dewberry Engineers Inc. (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Executive Vice President

Date: 12/23/2020

If not Proposer, relationship to Proposer: Major Non-Equity Member, Designer

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Stantec Consulting Services Inc., that:

Stantec Consulting Services Inc. (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Susan F. Walter

Title: Executive Vice President

Date: December 23, 2020

If not Proposer, relationship to Proposer: Designer

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Bechtel Infrastructure Corporation (BINFRA), that:

Bechtel Infrastructure Corporation (BINFRA) (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Vice President

Date: December 23, 2020

If not Proposer, relationship to Proposer: Supporting Construction Manager

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Via Transportation, Inc., that:
Via Transportation, Inc. (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: Daniel Kamot

Title:

Date:

If not Proposer, relationship to Proposer: Proposer Team Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

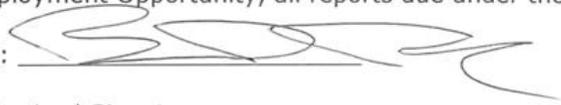
The undersigned certifies on behalf of SIP Maryland Project Co, LLC, that: SIP Maryland Project Co, LLC

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Authorized Signatory

Date: December 23, 2020

If not Proposer, relationship to Proposer: Proposer Team Member

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Cavnue, LLC, that:

Cavnue, LLC (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: SVP & General Counsel

Date: December 23, 2020

If not Proposer, relationship to Proposer: Digital Innovation Partner

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Soltesz, Inc., that:

Soltesz, Inc. (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: President & CEO

Date: 12/23/2020

If not Proposer, relationship to Proposer: Design Suconsultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of ECS Mid-Atlantic, LLC, that:

ECS Mid-Atlantic, LLC (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: J. Randy Wirt

Title: Vice President

Date: 12/23/2020

If not Proposer, relationship to Proposer: Design Subconsultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Floura Teeter Landscape Architects, Inc., that:

Floura Teeter Landscape Architects (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: [Handwritten Signature]

Title: President

Date: 12/23/2020

If not Proposer, relationship to Proposer: Design Subconsultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of STV Incorporated, that:

STV Incorporated (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature:   _____

Joel K. Oppenheimer, PE

Title: Senior Vice President

Date: 12/23/2020

If not Proposer, relationship to Proposer: Subconsultant to Dewberry

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Form I

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The undersigned certifies on behalf of Whitney, Bailey, Cox & Magnani, LLC, that:

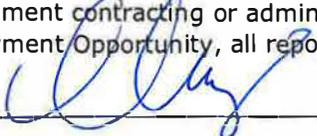
Whitey, Bailey, Cox & Magnani, LLC (Name of entity making certification)

[check one of the following boxes]

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).
- It will develop and will file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs). [Note: Check this box only if the member of the Proposer Team is not yet formed and is subject to 41 CFR Part 60-2]

[check one of the following boxes]

- It has not participated in a previous contract or subcontract subject to the equal opportunity section described in Executive Orders 10925, 11114, or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity Section described in Executive Orders 10925, 11114, or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: 

Title: Human Resource Specialist

Date: 12/23/2020

If not Proposer, relationship to Proposer: Design Subconsultant

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity section. Contracts that are exempt from the equal opportunity Section are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, or Major Non-Equity Members who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

MDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78. Sta. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this RFP, DBEs will be afforded full and fair opportunity to submit bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Section 1.
General Information



3.1(g)(viii)

Form K
Lobbying Certification

Form K

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer X , Equity Member _____, or Major Non-Equity Member _____, certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Phase P3 Agreement or subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: December 23, 2020

Firm/Entity: Accelerate Maryland Partners LLC

Signature: 

Aaron Singer

Title: Proposer Representative

Form K

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer _____, Equity Member X , or Major Non-Equity Member _____, certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Phase P3 Agreement or subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: December 23, 2020

Firm/Entity: Transurban (USA) Operations Inc.

Signature: 

Jennifer Aument

Title: President

Form K

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer _____, Equity Member X _____, or Major Non-Equity Member _____, certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Phase P3 Agreement or subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: December 23, 2020

Firm/Entity: Macquarie Infrastructure Developments LLC

Signature:  Signature: 

Title: Sarah Schick, Manager _____ Title: Sandeep Gopalan, Vice President

Form K

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer _____, Equity Member _____, or Major Non-Equity Member
Dewberry Engineers Inc., certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Phase P3 Agreement or subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: 12/23/2020

Firm/Entity: Dewberry Engineers Inc.

Signature: 

Title: Executive Vice President

Form K

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

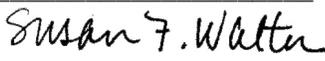
The undersigned Proposer _____, Equity Member _____, or Major Non-Equity Member Stantec Consulting Services Inc. certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Phase P3 Agreement or subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

Date: December 23, 2020

Firm/Entity: Stantec Consulting Services Inc.

Signature: 

Title: Susan Walter, Executive Vice President

Section 1.
General Information



3.1(g)(ix)

Form M

Drug and Alcohol-Free
Workplace Certification

Form M

DRUG AND ALCOHOL FREE WORKPLACE CERTIFICATION

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
2. By submission of its proposal, bid, or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (l) maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (m) publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (n) prohibit its employees from working under the influence of drugs or alcohol;
 - (o) not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (p) promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (q) establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) the dangers of drug and alcohol abuse in the workplace;
 - (ii) the business's policy of maintaining a drug and alcohol free workplace;
 - (iii) any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (r) provide all employees engaged in the performance of the contract with a copy of the statement required by Section (2)(b), above;
 - (s) notify its employees in the statement required by Section (2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (t) notify the Solicitation Manager within 10 days after receiving notice under Section 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

- (u) within 30 days after receiving notice under Section 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) take appropriate personnel action against an employee, up to and including termination; or
 - (ii) require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (v) make a good faith effort to maintain a drug and alcohol free workplace through implementation of Sections 2(a)–(j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in Section 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- (a) the award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) the violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15; and
 - (c) the violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020

By: Aaron Singer – Proposer Representative, Accelerate Maryland Partners LLC

(printed name of Authorized Representative and Affiant)



(signature of Authorized Representative and Affiant)

Form M

DRUG AND ALCOHOL FREE WORKPLACE CERTIFICATION

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
2. By submission of its proposal, bid, or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) prohibit its employees from working under the influence of drugs or alcohol;
 - (d) not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) the dangers of drug and alcohol abuse in the workplace;
 - (ii) the business's policy of maintaining a drug and alcohol free workplace;
 - (iii) any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) provide all employees engaged in the performance of the contract with a copy of the statement required by Section (2)(b), above;
 - (h) notify its employees in the statement required by Section (2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) notify the Solicitation Manager within 10 days after receiving notice under Section 2(h)(ii), above, or otherwise receiving actual notice of a conviction;

- (j) within 30 days after receiving notice under Section 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) take appropriate personnel action against an employee, up to and including termination; or
 - (ii) require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) make a good faith effort to maintain a drug and alcohol free workplace through implementation of Sections 2(a)–(j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in Section 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- (a) the award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) the violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15; and
 - (c) the violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020

By: Jennifer Aument – President, Transurban (USA) Operations Inc.

(printed name of Authorized Representative and Affiant)



(signature of Authorized Representative and Affiant)

Form M

DRUG AND ALCOHOL FREE WORKPLACE CERTIFICATION

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
2. By submission of its proposal, bid, or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) prohibit its employees from working under the influence of drugs or alcohol;
 - (d) not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) the dangers of drug and alcohol abuse in the workplace;
 - (ii) the business's policy of maintaining a drug and alcohol free workplace;
 - (iii) any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) the penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) provide all employees engaged in the performance of the contract with a copy of the statement required by Section (2)(b), above;
 - (h) notify its employees in the statement required by Section (2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) notify the Solicitation Manager within 10 days after receiving notice under Section 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) within 30 days after receiving notice under Section 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) take appropriate personnel action against an employee, up to and including termination; or
 - (ii) require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) make a good faith effort to maintain a drug and alcohol free workplace through implementation of Sections 2(a)–(j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in Section 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- (a) the award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) the violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15; and
 - (c) the violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 23, 2020

By: Sarah Schick By: Sandeep Gopalan

(printed name of Authorized Representative and Affiant)



(signature of Authorized Representative and Affiant)



(signature of Authorized Representative and Affiant)

Section 1.
General Information



3.1(g)(xi)

Form O
Federal Debarment
Certification

Form O

FEDERAL DEBARMENT CERTIFICATION

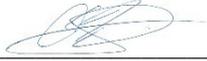
By signing and submitting its Proposal, the Proposer and its contractors (at all tiers) shall be deemed to have signed and delivered the following certification:

1. The undersigned certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three year period preceding this Proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) have not within a three year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Proposer or a contractor is unable to certify to any of the statements in this certification, the Proposer or contractor shall attach a certification to its proposal or bid, or shall submit it with the executed agreement, stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: December 23, 2020

Firm/Entity: Accelerate Maryland Partners LLC

Signature:  _____

Aaron Singer

Title: Proposer Representative

Section 1.
General Information



3.1(g)(xii)
Form T
Certification

FORM T
CERTIFICATION

Proposer: Accelerate Maryland Partners LLC

Name of Firm: Accelerate Maryland Partners LLC

1. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law?

Yes No

If yes, please explain:

2. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies:
- (a) Been convicted under state or federal statute of:
 - (i) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (b) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - (d) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (a) through (e) above;
 - (g) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

- (h) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Question 1?

Yes No

If yes, please explain:

- 3. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies, ever been suspended or debarred (including being issued a limited denial of participation) by any public entity?

Yes No

If yes, please explain:

Tim Steinhilber is a member of the Respondent's Key Personnel team. Mr. Steinhilber's Professional Engineer's license in the State of Michigan was suspended for failure to pay license renewal fees and meet continuing education requirements. At the time, Mr. Steinhilber was not working on projects within the State of Michigan and had no intention of doing so in the future. As a result, he elected to no longer take the necessary steps to maintain his Professional Engineer's license in the State of Michigan, which resulted in his license being suspended.

- 4. With respect to each of Questions 1-3 above, if not previously answered or included in a prior response on this Form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm or any Affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-3 above?

Yes No

If yes, please explain:

- 5. Has the firm been established or does it operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?

Yes No

If yes, please explain:

- 6. Has the firm knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction?

Yes No

If yes, please explain:

7. Has the firm agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying statement of qualifications, proposal, bid or offer that is being submitted?

Yes No

If yes, please explain:

8. Has the firm in any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Respondent, bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying statement of qualifications, proposal, bid or offer is submitted?

Yes No

If yes, please explain:

9. Is the firm a successor, assignee, subsidiary, or Affiliate of a suspended or debarred business?

Yes No

If yes, please explain:

10. Except as validly contested, has the firm paid, or arranged for payment of, all taxes due the State of Maryland and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

If no, please explain:

11. Has the firm employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, or has the firm paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract?

Yes No

If yes, please explain:

12. Is the firm (a) identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; or (b) engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland?

Yes No

If yes, please explain:

13. Has the firm complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law?

Yes No

If no, please explain:

14. Has the firm or any Affiliate³⁷ ever been determined not responsible in connection with the submission of bids or proposals to the State of Maryland or any of its departments, agencies or units within the past ten years?

Yes No

If yes, please explain:

15. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

16. Has the firm or any Affiliate defaulted on a contract or been terminated for cause within the past ten years?

Yes No

If yes, please explain:

17. Within the past ten years, has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the default of the firm or any Affiliate, or in lieu of declaring the firm or any Affiliate in default?

Yes No

If yes, please explain:

18. Within the past ten years, has the firm or any Affiliate refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or

³⁷ **NTD:** The term "Affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, and joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major NonEquity Member), that (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project identified in the Proposer's SOQ.

evidence derived from such statement will be used against that person in any subsequent criminal proceeding?

Yes No

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am the firm's Official Representative. I acknowledge that this Form may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Form is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Form shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the firm with respect to this Form.

By:  _____

Print Name: Aaron Singer

Title: Proposer Representative

Firm: Accelerate Maryland Partners LLC

Date: December 23, 2020

FORM T
CERTIFICATION

Proposer: Accelerate Maryland Partners LLC

Equity Member: Transurban (USA) Operations Inc.

1. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law?

Yes No

If yes, please explain:

2. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies:
- (a) Been convicted under state or federal statute of:
 - (i) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (b) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - (d) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (a) through (e) above;
 - (g) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

- (h) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Question 1?

Yes No

If yes, please explain:

3. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies, ever been suspended or debarred (including being issued a limited denial of participation) by any public entity?

Yes No

If yes, please explain:

Tim Steinhilber is a member of the Respondent's Key Personnel team. Mr. Steinhilber's Professional Engineer's license in the State of Michigan was suspended for failure to pay license renewal fees and meet continuing education requirements. At the time, Mr. Steinhilber was not working on projects within the State of Michigan and had no intention of doing so in the future. As a result, he elected to no longer take the necessary steps to maintain his Professional Engineer's license in the State of Michigan, which resulted in his license being suspended.

4. With respect to each of Questions 1-3 above, if not previously answered or included in a prior response on this Form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm or any Affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-3 above?

Yes No

If yes, please explain:

5. Has the firm been established or does it operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?

Yes No

If yes, please explain:

6. Has the firm knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction?

Yes No

If yes, please explain:

7. Has the firm agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying statement of qualifications, proposal, bid or offer that is being submitted?

Yes No

If yes, please explain:

8. Has the firm in any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Respondent, bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying statement of qualifications, proposal, bid or offer is submitted?

Yes No

If yes, please explain:

9. Is the firm a successor, assignee, subsidiary, or Affiliate of a suspended or debarred business?

Yes No

If yes, please explain:

10. Except as validly contested, has the firm paid, or arranged for payment of, all taxes due the State of Maryland and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

If no, please explain:

11. Has the firm employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, or has the firm paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract?

Yes No

If yes, please explain:

12. Is the firm (a) identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; or (b) engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland?

Yes No

If yes, please explain:

13. Has the firm complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law?

Yes No

If no, please explain:

14. Has the firm or any Affiliate³⁷ ever been determined not responsible in connection with the submission of bids or proposals to the State of Maryland or any of its departments, agencies or units within the past ten years?

Yes No

If yes, please explain:

15. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

16. Has the firm or any Affiliate defaulted on a contract or been terminated for cause within the past ten years?

Yes No

If yes, please explain:

17. Within the past ten years, has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the default of the firm or any Affiliate, or in lieu of declaring the firm or any Affiliate in default?

Yes No

If yes, please explain:

18. Within the past ten years, has the firm or any Affiliate refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or

³⁷ **NTD:** The term "Affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, and joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major NonEquity Member), that (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project identified in the Proposer's SOQ.

evidence derived from such statement will be used against that person in any subsequent criminal proceeding?

Yes No

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am the firm's Official Representative. I acknowledge that this Form may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Form is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Form shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the firm with respect to this Form.

By:  _____

Print Name: Jennifer Aument

Title: President

Firm: Transurban (USA) Operations Inc.

Date: December 23, 2020

FORM T
CERTIFICATION

Proposer: Accelerate Maryland Partners LLC

Guarantor: Transurban Group, which comprises the stapled entities Transurban Holdings Limited (ABN 86 098 143 429), Transurban Holding Trust (ARSN 098 807 419), acting through its responsible entity Transurban Infrastructure Management Limited (ACN 098 147 678), and Transurban International Limited (ACN 121 746 825).

1. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law?

Yes No

If yes, please explain:

2. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies:
- (a) Been convicted under state or federal statute of:
 - (i) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (b) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - (d) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (a) through (e) above;

- (g) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Question 1?

Yes No

If yes, please explain:

3. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies, ever been suspended or debarred (including being issued a limited denial of participation) by any public entity?

Yes No

If yes, please explain:

4. With respect to each of Questions 1-3 above, if not previously answered or included in a prior response on this Form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm or any Affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-3 above?

Yes No

If yes, please explain:

5. Has the firm been established or does it operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?

Yes No

If yes, please explain:

6. Has the firm knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction?

Yes No

If yes, please explain:

7. Has the firm agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying statement of qualifications, proposal, bid or offer that is being submitted?

Yes No

If yes, please explain:

8. Has the firm in any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Respondent, bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying statement of qualifications, proposal, bid or offer is submitted?

Yes No

If yes, please explain:

9. Is the firm a successor, assignee, subsidiary, or Affiliate of a suspended or debarred business?

Yes No

If yes, please explain:

10. Except as validly contested, has the firm paid, or arranged for payment of, all taxes due the State of Maryland and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

If no, please explain:

11. Has the firm employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, or has the firm paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract?

Yes No

If yes, please explain:

12. Is the firm (a) identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; or (b) engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland?

Yes No

If yes, please explain:

13. Has the firm complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding

conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law?

Yes No

If no, please explain:

14. Has the firm or any Affiliate³⁷ ever been determined not responsible in connection with the submission of bids or proposals to the State of Maryland or any of its departments, agencies or units within the past ten years?

Yes No

If yes, please explain:

15. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

16. Has the firm or any Affiliate defaulted on a contract or been terminated for cause within the past ten years?

Yes No

If yes, please explain:

17. Within the past ten years, has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the default of the firm or any Affiliate, or in lieu of declaring the firm or any Affiliate in default?

Yes No

If yes, please explain:

18. Within the past ten years, has the firm or any Affiliate refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding?

³⁷ **NTD:** The term "Affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, and joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major NonEquity Member), that (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project identified in the Proposer's SOQ.

Yes No

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am the firm's Official Representative. I acknowledge that this Form may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Form is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Form shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the firm with respect to this Form.

By: 

Print Name: Jennifer Aument

Title: President, North America

Firm: Transurban Group

Date: December 23, 2020

FORM T
CERTIFICATION

Proposer: Accelerate Maryland Partners LLC

Name of Firm: Macquarie Infrastructure Developments LLC

1. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law?

Yes No

If yes, please explain:

2. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies:
- (a) Been convicted under state or federal statute of:
 - (i) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (b) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - (d) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (a) through (e) above;

- (g) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Question 1?

Yes No

If yes, please explain:

3. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies, ever been suspended or debarred (including being issued a limited denial of participation) by any public entity?

Yes No

If yes, please explain:

4. With respect to each of Questions 1-3 above, if not previously answered or included in a prior response on this Form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm or any Affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-3 above?

Yes No

If yes, please explain:

5. Has the firm been established or does it operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?

Yes No

If yes, please explain:

6. Has the firm knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction?

Yes No

If yes, please explain:

7. Has the firm agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying statement of qualifications, proposal, bid or offer that is being submitted?

Yes No

If yes, please explain:

8. Has the firm in any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Respondent, bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying statement of qualifications, proposal, bid or offer is submitted?

Yes No

If yes, please explain:

9. Is the firm a successor, assignee, subsidiary, or Affiliate of a suspended or debarred business?

Yes No

If yes, please explain:

10. Except as validly contested, has the firm paid, or arranged for payment of, all taxes due the State of Maryland and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

If no, please explain:

11. Has the firm employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, or has the firm paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract?

Yes No

If yes, please explain:

12. Is the firm (a) identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; or (b) engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland?

Yes No

If yes, please explain:

13. Has the firm complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law?

Yes No

If no, please explain:

14. Has the firm or any Affiliate³⁷ ever been determined not responsible in connection with the submission of bids or proposals to the State of Maryland or any of its departments, agencies or units within the past ten years?

Yes No

If yes, please explain:

15. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain: The Macquarie Capital division of Macquarie participated in the restructuring of Gateway Casinos and Entertainment, Inc. pursuant to a plan of arrangement under the Canada Business Corporation Act in 2010 (the "unrelated Bankruptcy Event"). The Unrelated Bankruptcy Event was not related to either any P3 Program or any infrastructure transportation project. Other than the Unrelated Bankruptcy Event, Macquarie Capital has not sought protection any provision of any bankruptcy act in the last ten years

16. Has the firm or any Affiliate defaulted on a contract or been terminated for cause within the past ten years?

Yes No

If yes, please explain:

17. Within the past ten years, has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the default of the firm or any Affiliate, or in lieu of declaring the firm or any Affiliate in default?

Yes No

If yes, please explain:

18. Within the past ten years, has the firm or any Affiliate refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any

³⁷ **NTD:** The term "Affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, and joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Non-Equity Member), that (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project identified in the Proposer's SOQ.

public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding?

Yes No

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am the firm's Official Representative. I acknowledge that this Form may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Form is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Form shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the firm with respect to this Form.

By:  _____

Print Name: Sarah Schick

Title: Manager

By:  _____

Print Name: Sandeep Gopalan

Title: Vice President

Firm: Macquarie Infrastructure Developments LLC

Date: December 23, 2020

*Macquarie Group Limited, the parent company of which Macquarie Infrastructure Developments LLC and Macquarie Financial Holdings Pty Limited are wholly owned subsidiaries ("Macquarie"), is a large diversified Australian based financial institution with a long and successful history. Like any financial institution, Macquarie has been subject to legal claims from time to time. As appropriate, Macquarie makes provisions for and recognizes contingent liabilities in respect of actual and potential legal claims that have not been determined. An assessment of likely losses is made on a case-by-case basis for the purposes of Macquarie's consolidated financial statements and specific provisions that Macquarie considers appropriate are made, as described in the Notes to Macquarie's consolidated financial statements, which are publicly available. There are no, nor have there been any legal proceedings (including any proceedings which are pending or threatened of which Macquarie is aware), which may have or have had a significant effect on the financial position of Macquarie, Macquarie Financial Holdings Pty Limited or Macquarie Infrastructure Developments LLC.

FORM T
CERTIFICATION

Proposer: Accelerate Maryland Partners LLC

Name of Firm: Macquarie Financial Holdings Pty Limited

1. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law?

Yes No

If yes, please explain:

2. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies:
- (a) Been convicted under state or federal statute of:
 - (i) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (b) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - (d) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (a) through (e) above;

- (g) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Question 1?

Yes No

If yes, please explain:

3. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies, ever been suspended or debarred (including being issued a limited denial of participation) by any public entity?

Yes No

If yes, please explain:

4. With respect to each of Questions 1-3 above, if not previously answered or included in a prior response on this Form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm or any Affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-3 above?

Yes No

If yes, please explain:

5. Has the firm been established or does it operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?

Yes No

If yes, please explain:

6. Has the firm knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction?

Yes No

If yes, please explain:

7. Has the firm agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying statement of qualifications, proposal, bid or offer that is being submitted?

Yes No

If yes, please explain:

8. Has the firm in any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Respondent, bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying statement of qualifications, proposal, bid or offer is submitted?

Yes No

If yes, please explain:

9. Is the firm a successor, assignee, subsidiary, or Affiliate of a suspended or debarred business?

Yes No

If yes, please explain:

10. Except as validly contested, has the firm paid, or arranged for payment of, all taxes due the State of Maryland and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

If no, please explain:

11. Has the firm employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, or has the firm paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract?

Yes No

If yes, please explain:

12. Is the firm (a) identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; or (b) engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland?

Yes No

If yes, please explain:

13. Has the firm complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law?

Yes No

If no, please explain:

14. Has the firm or any Affiliate³⁷ ever been determined not responsible in connection with the submission of bids or proposals to the State of Maryland or any of its departments, agencies or units within the past ten years?

Yes No

If yes, please explain:

15. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain: The Macquarie Capital division of Macquarie participated in the restructuring of Gateway Casino and Entertainment, Inc. pursuant to a plan of arrangement under the Canada Business Corporation Act in 2010 (the "unrelated Bankruptcy Event"). The Unrelated Bankruptcy Event was not related to either any P3 Program or any infrastructure transportation project. Other than the Unrelated Bankruptcy event, Macquarie Capital has not sought protection under any provision of any bankruptcy act in the last ten years.

16. Has the firm or any Affiliate defaulted on a contract or been terminated for cause within the past ten years?

Yes No

If yes, please explain:

17. Within the past ten years, has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the default of the firm or any Affiliate, or in lieu of declaring the firm or any Affiliate in default?

Yes No

If yes, please explain:

18. Within the past ten years, has the firm or any Affiliate refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any

³⁷ **NTD:** The term "Affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, and joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Non-Equity Member), that (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project identified in the Proposer's SOQ.

public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding?

Yes No

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am the firm's Official Representative. I acknowledge that this Form may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Form is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Form shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the firm with respect to this Form.

By: 

Print Name: Sandeep Gopalan

Title: Attorney in Fact

By: 

Print Name: Sarah Schick

Title: Attorney in Fact

Firm: Macquarie Financial Holdings Pty Limited

Date: December 23, 2020

*Macquarie Group Limited, the parent company of which Macquarie Infrastructure Developments LLC and Macquarie Financial Holdings Pty Limited are wholly owned subsidiaries ("Macquarie"), is a large diversified Australian based financial institution with a long and successful history. Like any financial institution, Macquarie has been subject to legal claims from time to time. As appropriate, Macquarie makes provisions for and recognizes contingent liabilities in respect of actual and potential legal claims that have not been determined. An assessment of likely losses is made on a case-by-case basis for the purposes of Macquarie's consolidated financial statements and specific provisions that Macquarie considers appropriate are made, as described in the Notes to Macquarie's consolidated financial statements, which are publicly available. There are no, nor have there been any legal proceedings (including any proceedings which are pending or threatened of which Macquarie is aware), which may have or have had a significant effect on the financial position of Macquarie, Macquarie Financial Holdings Pty Limited or Macquarie Infrastructure Developments LLC.

FORM T
CERTIFICATION

Proposer: Accelerate Maryland Partners

Name of Firm: Dewberry Engineers Inc.

1. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law?

Yes No

If yes, please explain:

2. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies:
- (a) Been convicted under state or federal statute of:
 - (i) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (b) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - (d) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (a) through (e) above;
 - (g) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(h) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(i) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Question 1?

Yes No

If yes, please explain:

3. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies, ever been suspended or debarred (including being issued a limited denial of participation) by any public entity?

Yes No

If yes, please explain:

4. With respect to each of Questions 1-3 above, if not previously answered or included in a prior response on this Form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm or any Affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-3 above?

Yes No

If yes, please explain:

5. Has the firm been established or does it operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?

Yes No

If yes, please explain:

6. Has the firm knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction?

Yes No

If yes, please explain:

7. Has the firm agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying statement of qualifications, proposal, bid or offer that is being submitted?

Yes No

If yes, please explain:

8. Has the firm in any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Respondent, bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying statement of qualifications, proposal, bid or offer is submitted?

Yes No

If yes, please explain:

9. Is the firm a successor, assignee, subsidiary, or Affiliate of a suspended or debarred business?

Yes No

If yes, please explain:

10. Except as validly contested, has the firm paid, or arranged for payment of, all taxes due the State of Maryland and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

If no, please explain:

11. Has the firm employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, or has the firm paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract?

Yes No

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Yes No

If yes, please explain:

13. Has the firm complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law?

Yes No

If no, please explain:

14. Has the firm or any Affiliate²⁷ ever been determined not responsible in connection with the submission of bids or proposals to the State of Maryland or any of its departments, agencies or units within the past ten years?

Yes No

If yes, please explain:

15. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

16. Has the firm or any Affiliate defaulted on a contract or been terminated for cause within the past ten years?

Yes No

If yes, please explain:

17. Within the past ten years, has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the default of the firm or any Affiliate, or in lieu of declaring the firm or any Affiliate in default?

Yes No

If yes, please explain:

18. Within the past ten years, has the firm or any Affiliate refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding?

Yes No

²⁷ **NTD:** "Affiliate" (as used herein) means and includes parent companies at any tier, subsidiary companies at any tier, entities under common control, entities in which a common parent entity possesses (directly or indirectly) a majority ownership interest, and joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venture or partner and not to activities of other joint ventures or partners not involving the Proposer, any Equity Member, or any Major Non-Equity Member). Entities shall be considered to be "under common control" if a common parent entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such entities, whether through the ownership of voting securities, by contract, or otherwise.

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am the firm's Official Representative. I acknowledge that this Form may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Form is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Form shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the firm with respect to this Form.

By: 

Print Name: Dave Mahoney, PE

Title: Executive Vice President

Firm: Dewberry Engineers Inc.

Date: 12/23/2020

FORM T
CERTIFICATION

Proposer: Accelerate Maryland Partners LLC

Stantec Consulting Services Inc.

Name of Firm: _____

1. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies been convicted of, or had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law?

Yes No

If yes, please explain:

2. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies:
- (a) Been convicted under state or federal statute of:
 - (i) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (ii) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
 - (b) Been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - (d) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (f) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (a) through (e) above;

- (g) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (h) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (i) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Question 1?

Yes No

If yes, please explain:

3. Has the firm or any of the firm's officers, directors, partners, controlling stockholders, or any of its employees directly involved in the firm's contracting activities including obtaining or performing contracts with public bodies, ever been suspended or debarred (including being issued a limited denial of participation) by any public entity?

Yes No

If yes, please explain:

4. With respect to each of Questions 1-3 above, if not previously answered or included in a prior response on this Form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm or any Affiliate being found liable, guilty or in violation of the matters referenced in Questions 1-3 above?

Yes No

If yes, please explain:

5. Has the firm been established or does it operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland?

Yes No

If yes, please explain:

6. Has the firm knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction?

Yes No

If yes, please explain:

7. Has the firm agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying statement of qualifications, proposal, bid or offer that is being submitted?

Yes No

If yes, please explain:

8. Has the firm in any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Respondent, bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying statement of qualifications, proposal, bid or offer is submitted?

Yes No

If yes, please explain:

9. Is the firm a successor, assignee, subsidiary, or Affiliate of a suspended or debarred business?

Yes No

If yes, please explain:

10. Except as validly contested, has the firm paid, or arranged for payment of, all taxes due the State of Maryland and filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

If no, please explain:

11. Has the firm employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the contract, or has the firm paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the contract?

Yes No

If yes, please explain:

12. Is the firm (a) identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; or (b) engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland?

Yes No

If yes, please explain:

13. Has the firm complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law?

Yes No

If no, please explain:

14. Has the firm or any Affiliate²⁷ ever been determined not responsible in connection with the submission of bids or proposals to the State of Maryland or any of its departments, agencies or units within the past ten years?

Yes No

If yes, please explain:

15. Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act within the past ten years?

Yes No

If yes, please explain:

16. Has the firm or any Affiliate defaulted on a contract or been terminated for cause within the past ten years?

Yes No

If yes, please explain: See last page for explanation

17. Within the past ten years, has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the default of the firm or any Affiliate, or in lieu of declaring the firm or any Affiliate in default?

Yes No

If yes, please explain:

18. Within the past ten years, has the firm or any Affiliate refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any

²⁷ **NTD:** The term "Affiliate" means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, and joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Non-Equity Member), that (a) within the past five years have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project identified in the Proposer's SOQ.

public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding?

Yes No

If yes, please explain:

Under penalty of perjury, I certify that the foregoing is true and correct to the best of my knowledge, information, and belief, and that I am the firm's Official Representative. I acknowledge that this Form may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Form is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Form shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the firm with respect to this Form.

By: Susan F. Walter

Print Name: Susan Walter, PE

Title: Executive Vice President

Firm: Stantec Consulting Services Inc.

Date: 12/23/2020

16. Stantec performs work on thousands of discrete projects annually. All but a very few of these projects are completed successfully. Occasionally, issues arise on a project that prevents Stantec from completing an assignment. Such issues include failure of the client to secure or maintain financing failure of the client to pay consultant invoices and disagreements over scope of work. Stantec takes great pride in and places a high value on its long-term ongoing relationships with its clients. This is evident by the fact that the majority of our clients are repeat customers. Where issues arise on a project, Stantec makes every commercially reasonable effort to resolve matters in dispute amicably in the mutual interests of the client and Stantec. This serves both Stantec and our clients well.

To the best of our knowledge after reasonable inquiry, except for the following matters, Stantec has not been terminated for cause within the last 5 years:

On June 1, 2011, Stantec received a letter from its client, PLACE E-Generation One, LLC purporting to terminate for cause Stantec's services on its project located in Minneapolis, MN. Stantec has contested the termination for cause and the matter is not currently resolved.

In 2011, Stantec received a letter from its client, Hillsborough Area Regional Transit Authority ("HART"), terminating Stantec for cause on its project located in Tampa, FL. Stantec believes the termination was due to performance by a subconsultant of Stantec and not Stantec itself. Stantec disputed the allegation that cause existed to terminate the contract, but the matter was never formally appealed by Stantec beyond its administrative remedies.

DELIVERY CERTAINTY

Accelerate Maryland Partners (AM Partners) is a long-term, forward thinking, and collaborative partner. Our team has been carefully formed to bring together the industry experts that can best meet the goals of the Project. Transurban and Macquarie, AM Partners' Lead Project Developer, have delivered over \$2.4B of toll road projects in the region through predevelopment agreements and will leverage this experience in delivering on the below commitments to this Project:

Approach to Predevelopment Work	<ul style="list-style-type: none"> > Provide expert, local personnel with demonstrable, directly relevant Priced Managed Lanes (PML) experience and apply lessons learned from 90 successful P3 projects in our portfolio > Galvanize Project support through proven stakeholder management and initiatives such as: <ul style="list-style-type: none"> ▪ \$300M in transit services for Phase South and \$1.5B in transit funding for Phase North throughout the life of the concessions ▪ \$50M Community Grant Program for Phase South throughout the concession term ▪ Initial and ongoing improvement of corridor adjacent bus, intersection, pedestrian safety infrastructure, including \$5M for Vision Zero during construction of Phase South ▪ Doubling water quality protection requirements for the Project, transferring water credits worth \$30M to Montgomery County > Invest \$50M to fund an Innovation Alliance with MDOT, local colleges and others to research and develop new technologies
Partnering Approach	<ul style="list-style-type: none"> > Maintain aligned interests, transparent interfaces, and open lines of communication with MDOT including open book assessment of: Traffic and Revenue (T&R), Operations and Maintenance (O&M), tolling, and lifecycle efficiencies, and financing. > Engage stakeholders and approval agencies early and systematically, demonstrating awareness of interest, needs, processes, and requirements > Implement clear governance framework and vetted lines of responsibility across each discipline and Project Stage
Sequencing Approach	<ul style="list-style-type: none"> > Maximize the limits of Phase South to be delivered as the first Section, including a complete replacement of the American Legion Bridge (ALB), by delivering a compliant Committed Section Proposal by May 27, 2022 and achieving Financial Close before October 31, 2022 > Substantially de-risk the Project with a comprehensive early site investigation plan, complementing our competitive, flexible, and transparent D&C Procurement > Facilitate an expeditious delivery of Phase North, supporting MDOT in the pursuit of a NEPA Environmental Assessment (EA) and accelerating Phase North by more than one year
Quality Assurance (QA)/ Quality Control (QC)	<ul style="list-style-type: none"> > Develop and implement a system that ensures quality and compliance for all Predevelopment Work and complies with the requirements of ISO 9001 and ISO 14001
Consistency and Interoperability	<ul style="list-style-type: none"> > Starting from day one, implement seamless, developer-wrapped integration across all Project Stages > Provide a single Electronic Toll and Traffic Management System (ETMS) integrator, across all Sections and leverage our common ownership with I-495 NEXT to maximize operational and tolling synergies and interoperability with the Project > Perform all maintenance work within the Project corridor, including for the General Purpose Lanes (GP Lanes), valued at \$235M in value to Maryland > Deliver single, proven, and future proofed technology platform spanning all network assets
Organizational Structure	<ul style="list-style-type: none"> > Provide the leadership of Key Personnel and senior management , that will continue to work on the Project from Predevelopment Work to Section Work Stage > Proactively manage any potential Project issues and avoid any claim, delay, or performance penalties through a robust and hands-on Project management approach > Rely on 60+ development staff with additional global resources, locally located and fully dedicated to the Project

1. PREDEVELOPMENT WORK APPROACH THROUGH INITIAL FINANCIAL CLOSE

AM Partners' performance of the Predevelopment Work will draw upon the expertise and unique attributes of our team members to maximize delivery certainty and manage the State's exposure to risk. The four key principles will guide our approach in developing impactful solutions across all goals are described on the following page in **Figure 1**.

Figure 1 // AM Partners' Predevelopment Approach Principles

- LONG-TERM, GENUINE PARTNERS**
 - AM Partners is a long-term investor and developer, focused on eliminating risk, collaborative problem solving, and managing costs and schedule, without the bias of contractor interests
 - We value our reputation of excellence with our customers and partners, and are locally invested into the success of the Project with an unmatched understanding of Maryland's unique goals, requirements, and challenges
 - We are the global leader in the use of predevelopment frameworks to develop complex toll facilities, including 160 lane-miles of PML in the region that operate under a dynamic tolling regime
- STAKEHOLDER SUPPORT WILL DEFINE PROJECT SUCCESS**
 - We pride ourselves on undertaking extensive community outreach and have already engaged more than 85 Maryland community groups to better shape our proposal and stakeholder initiatives, which collectively address each concern outlined in the November 9 Montgomery County Letter regarding I-495/I-270 Managed Lanes Study DEIS Comments
 - The Project development process is an ideal platform for stakeholder engagement, which we will continue through construction and operations of Phase South, including \$400M worth of Community Grant Program, Vision Zero and innovation alliance funding, and transit services
- EARLY INVESTMENT ALLOWS RISK TO BE AVOIDED, NOT JUST MANAGED**
 - We have identified 38 pivotal field investigations to de-risk the Project during the Predevelopment Work Stage, and commit to starting this work upon selection as Preferred Proposer
 - Through design work-to-date, we anticipate a 22% reduction in **Right-of-Way (ROW)** requirements relative to the Draft Environmental Impact Statement (DEIS) design, eliminating or reducing impact to 50+ properties
 - Initial diligence of the 422 identified utilities within the Limits of Disturbance (LOD) indicates an ability to avoid all but 44 major conflicts and roughly 100 minor conflicts, accelerating the predevelopment schedule (See Additional Materials - Design Plans)
- VALUE CREATION MUST COME WITH CERTAINTY**
 - Our team has developed Innovative Dialogue Process (IDP) proposals backed by over three years of design to enhance delivery certainty, maximize value, and relieve congestion (See Additional Materials - Design Plans)
 - We will achieve optimal pricing through both competitive procurement and transparent open-book pricing of Section Work on an unbiased, best-for-Project basis
 - Our whole-of-Phase 1 focus, seeking to accelerate Phase North, leveraging I-495 NEXT and our demonstrated support of public-led NEPA processes will offer unmatched delivery certainty on a programmatic level, including an ability to bring in a contractor on an open book basis if necessary to accelerate delivery

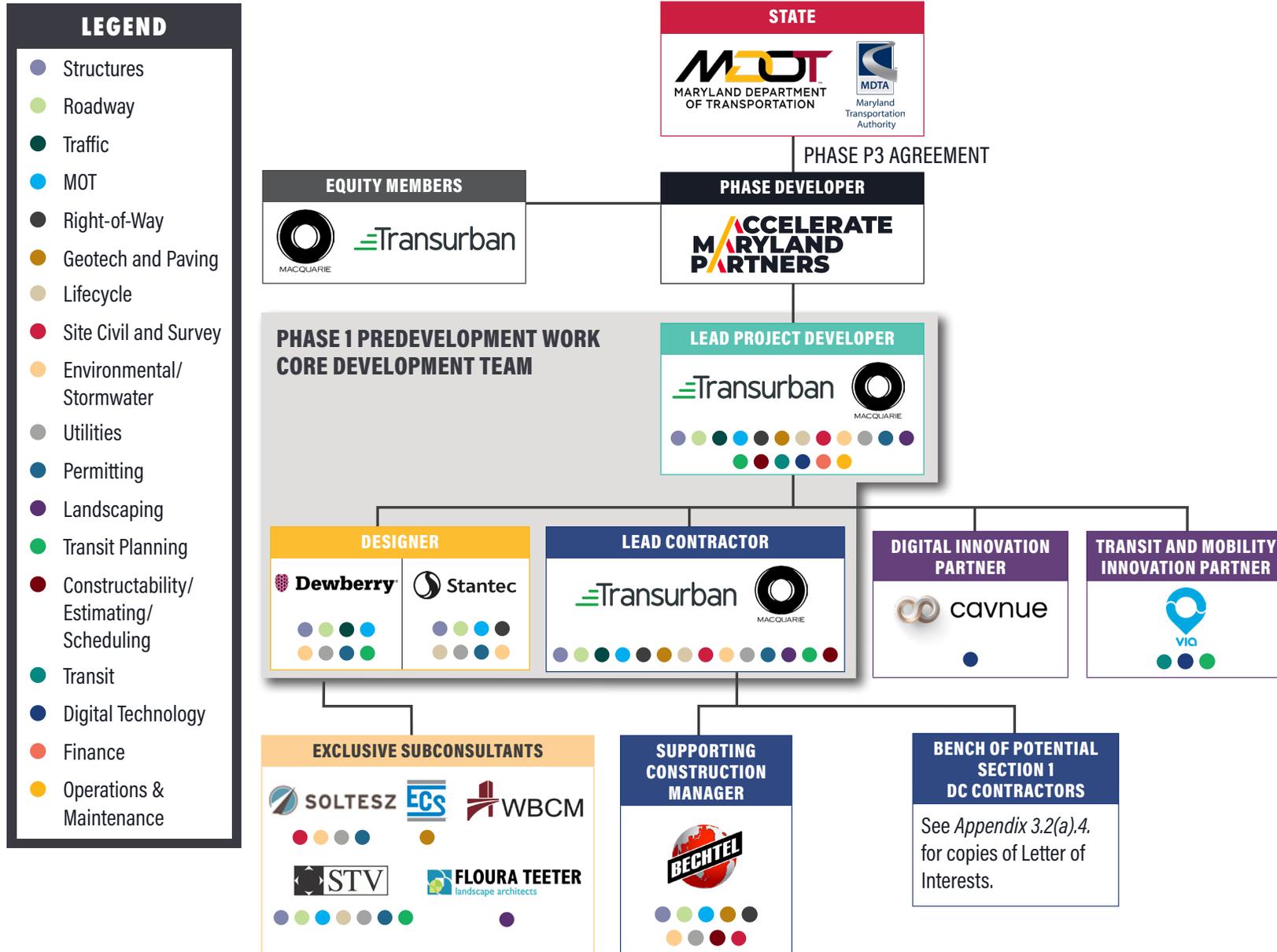
1.1. TEAM STRUCTURING APPROACH

Transurban and Macquarie, the Lead Project Developer of AM Partners, present an independent Developer-led strategy, that is free of contractor equity interests. We have formed a consortium of industry-leading specialists to ensure certainty and value to MDOT during the design, construction, and tolling operations, as shown in **Figure 2**, on the following page.

Our team has been crafted to best fit four fundamental qualities:

<p>INDEPENDENCE</p> <p>AM Partners is a long-term, collaborative, experienced developer that guarantees contractor interests will remain at arms-length across all Project Stages. We have spent the last three years building our team, aligning our vision with MDOT, and getting a head start on solving the risks and stakeholders' issues most critical to the Project success.</p> 	<p>RELIABILITY</p> <p>Our team members led over 90 successful P3 projects and developed the largest urban toll network in the US, delivered in three sections, all of which opened on time and on budget, and none of which have incurred a performance penalty since opening. We will build on our strong reputation with existing customers in Maryland, and other unique synergies.</p> 	<p>LOCAL</p> <p>We live and work in the Project area and are here for the long-term. Our reputation defines our success. We understand Maryland's goals, geopolitical priorities, and regulations, work with its agencies, and service its PML customers. Our collaborative grassroots approach is backed by decades of experience in the region, and our financial capacity is overseen by local decision makers.</p> 	<p>EXPERTISE</p> <p>AM Partners combines firms with industry leading expertise developing, designing, constructing, and operating P3 projects across the world. We have already mobilized more than 100 individuals with diverse experience, combining best practices and innovative ideas from a wide set of projects applicable to all elements of the Project.</p> 
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Figure 2 // AM Partners' Organizational Structure



TEAM HIGHLIGHTS

AM Partners will enter the Phase P3 Agreement and undertake the Predevelopment Work to develop each Section by the relevant Predevelopment Milestones Deadlines.

Dewberry and Stantec will progress the design and engineering scope during the Predevelopment Work Stage, working directly for Transurban and Macquarie. They have 1,850 personnel throughout the region, many having worked directly with MDOT, WMATA, USDOT, SHA, Maryland Governor's Office, Montgomery County, M-NCPPC, MDE, and local contractors.

Consistent with our independent Developer-led approach, we have retained **Bechtel** to complement our capacity and expertise in managing complex infrastructure projects and will undertake a competitive D&C procurement for the delivery of D&C Work of our first Section.

Via will support MDOT and the Phase Developer in the development of innovative transit initiatives, such as microtransit, mobility-as-a-service digital platform, and, as approved, provide Transit Services Improvements.

Cavnue will support the implementation of a holistic digital strategy through our Digital Master Plan (DMP) that supports ongoing innovative technology to facilitate delivery and operations on the corridor.

1.2. STAKEHOLDER MANAGEMENT AND ENGAGEMENT

Stakeholder engagement and community buy-in are critical to the success of projects of this scale and visibility. AM Partners is an expert at stakeholder management, having successfully navigated community concerns through the predevelopment planning, design, approval, and delivery of the I-495, I-95, and I-395 Express Lanes projects and currently on the I-95 Fredericksburg Extension Project and I-495 NEXT in Northern Virginia. This success was made possible through a comprehensive public and stakeholder outreach program to identify and address concerns and making commensurate adjustments to the projects scope and commitments in collaboration with Virginia Department of Transportation, Federal Highway Administration (VDOT, FHWA), and other relevant stakeholders.

We see similar issues playing out in Maryland, albeit with greater scrutiny due to public perception of the Purple Line P3 project. Stakeholders' concerns are succinctly defined in the November 9 Montgomery County Letter to MDOT regarding *I-495/I-270 Managed Lanes Study DEIS Comments*. If left unaddressed, these issues can have materially adverse impacts on delivery certainty and, as such, AM Partners have been working over the last two years with various stakeholders who will be affected by the Project. During the RFP Stage, we engaged **more than 85 Maryland community groups** to better understand their issues and concerns in relation with the Project and have already proposed commitments that will support positive stakeholder engagement immediately upon selection as Preferred Proposer. The following table identifies key concerns and AM Partners' commitments to address them:

KEY CONCERN	AM PARTNERS' COMMITMENTS TO ADDRESS MONTGOMERY COUNTY'S CONCERNS
Insufficient Alternatives Analysis	During the Predevelopment Work Stage, we will sponsor and commission the <i>MD-200 Diversion Alternative Study</i> , in collaboration with MDOT and agreed stakeholders. The study will identify regional mobility and policy solutions that channel demand to available capacity on Phase 1 and MD 200. The study will cover Transportation System Management (TSM) options on I-495 and other consensus-driven solutions that benefit the Region and overall Program goals.
Confidence in the Project and the P3 Model	We are confident in the Project's affordability, as evidenced by our whole-of-Phase 1 focus that leverages I-495 NEXT and accelerates Phase North. We have designed improvements to ensure faster travel times under the build alternative than the no-build, including the I-270 northbound PM peak trips, along with numerous cost, utility, ROW, and other impact-reducing IDPs. Our team will avoid a repeat of the Purple Line concerns by guaranteeing contractor's interests remain at arms-length from the Section Developer and MDOT and aggressively de-risking through early site investigations. We will maximize value and social equity with over \$285M worth of expanded O&M scope over the GP Lanes and Community Grant Program over Phase South that can only be guaranteed long-term under a P3 structure.
Changing Travel Patterns	AM Partners along with Cavnu and Via are the ideal partner for Maryland to navigate COVID-19 impacts to travel behavior. We commit to transit funding of at least \$1.5B through Phase North in addition to \$300M worth of transit services in Phase South with no risk to the State, through a combination of payments and direct provision of innovative transit benefits. We will assess, fund, and deliver pedestrian and cycle safety measures through construction of Phase South. We will undertake extensive data collection and analysis in partnership with WAZE and a \$200,000 study with the University of Maryland to hone Project solutions and share insight on mobility trends and needs with the State. These funds and unique self-perform capabilities will provide Maryland with resources and optionality to best adapt as travel patterns, technology and mode shifts over time.
Inadequate Purpose and Need	Our commitments to transit, Vision Zero, and improvement of 18 key intersections and two bus priority corridors in the vicinity of Phase South will benefit every person that interacts with the corridor, regardless of mode, trip purpose, origin, or destination. We will accelerate Phase North viability assessment through our Phase North NEPA Permits and Approvals Master Plan, supporting MDOT and funding its costs in the pursuit of a Phase North NEPA and an I-270 Corridor Transit Study, in addition to sponsoring the complementary MD-200 Diversion Alternative Study and supporting the State's Transit MOU process. (See Additional Materials for more details on these commitments).
Uncertain Environmental Impacts and Mitigation	We commit to doubling water quality protection requirements, transferring excess credits to Montgomery County to support fulfillment of pending Maryland Department of Environment (MDE) MS4 permits, and improving regional water quality. Our design to date indicates a 22% reduction in ROW requirements relative to the DEIS design, eliminating or reducing impact to 50+ properties. We commit to the placement of air quality monitors and transit solutions that will reduce both emissions and future park-and-ride needs through last-mile microtransit service. Our early adoption of Connected Autonomous Vehicle (CAV) technology will further reduce emissions and improve corridor efficiency backed by our design and innovation alliance with MDOT, local colleges, and others.

Throughout the Predevelopment Work Stage, we will collaborate with MDOT to solicit maximum input across all elements of the Project and incorporate this feedback into design, delivery, and refinement of these and other commitments.

Environmental risk mitigation through AM Partners' design to date include:

- > Spanning the American Legion Bridge over Rock Culvert to minimize impacts and avoid a temporary relocation, reduce LOD within this environmentally sensitive area, and eliminate significant impacts to a forest interior dwelling habitat identified in the DEIS
- > Eliminated or reduced impacts to forest conservation areas at Clara Barton Parkway, River Road, the I-270 East/West Spur Interchange, Wootton Pkwy, Falls Road, and Shady Grove
- > Relocated multiple SWM facilities reducing forest conservation area, ROW impacts, and impacts to Cabin John Regional Park

1.3. STRONG RISK MANAGEMENT AND DE-RISKING APPROACH

During the Predevelopment Work Stage, AM Partners will focus on substantially de-risking the Project to improve delivery certainty. De-risking activities will happen through engagement and negotiations with third parties, design optimizations, and field work/site investigations and will be prioritized according to the probability and potential impact of Project risks.

AM Partners' technical experts have outlined a comprehensive Site Due Diligence Plan to collect additional data, from selection as Preferred Proposer. Achievement of a Committed Section Proposal is not contingent upon being able to begin these field work activities ahead of the Effective Date, however this opportunity would accelerate delivery and benefit all parties. AM Partners will maintain an open and live risk register with MDOT and have identified a number of key risks to date to be controlled, including the following elements (see Additional Materials for more information).

1.3.1. MD 378 PERMITS/DAM SAFETY

The 378 regulations issued by MDE require significant analysis, multi-agency coordination, and schedule considerations. AM Partners' local design firms, Soltesz and Dewberry, have dedicated, experienced MDE 378 staff including former MDE and MDOT SHA reviewers, including our Stormwater (SWM) / MDE lead, Jim Soltesz (see Appendix 3.2(a).7 for resume). Prior to submitting an initial concept to MDOT, and MDE, our team will execute a standardized checklist based on our experience and local expertise.

Post award of the Section D&C Contracts, we will provide QA/QC, processing, and permit assistances on these requirements to ensure critical issues are addressed and timely resolved.

MD 378 Permits initial concept submission checklist includes:

- > Review all designed culverts to assess whether culvert embankment is classified as a dam and, if so, confirm compliance with Dam Safety Policy Memorandum No. 2. If not compliant, follow MDE determination on whether the embankment is subject to MD 378 review or requires an approval from Office of Dam Safety.
- > Prepare a summary screening analysis for each culvert to be included in the Stormwater Management (SWM) report and submit culverts that require Dam Safety approval for preliminary review.
- > Submit a summary of each culvert to MDE Dam Safety Division as part of the Joint Permit Application (JPA) process. A joint meeting with our design team and MDE staff will confirm the extent of the potential issues for MD 378.
- > Evaluate every culvert and pond embankment early during the design process to ensure appropriate risk management. Perform a risk analysis of specific issues related to the project delivery deadlines and critical path items.



1.3.2. ENVIRONMENTAL

Our team has already designed for the elimination or mitigation of several Phase South environmental impacts and associated risks. During the Predevelopment Work Stage, we will continue this work through our environmental permit workstream led by Amanda Baxter and Kimberly Larkin, who together have over 40 years of experience leading environmental permitting and risk management processes in the region.

Our environmental risk management plan involves helping form and participating in an Interagency Working Group (IAWG) with all agency stakeholders on the Project to develop mechanisms ensuring environmental compliance on a Section basis. To do so, the team will focus on the NEPA re-evaluation process, revisions with USACE Section 404 Clean Water Act Permits, and MDE nontidal wetlands and waterway permits. The team will also lead the coordination of permits and approval from M-NCPPC, the National Capital Planning Commission, and the National Parks Service (NPS).

Throughout the Predevelopment Work Stage, we will collect additional data and perform studies to advance our design, validate the NEPA process, and verify key assumptions. We will perform additional noise studies along the whole corridor to ensure that impacts from construction and permanent conditions are mitigated through design or other means.

1.3.3. RIGHT-OF-WAY

Minimizing ROW impacts will preserve communities, enhance support for the Project, reduce risk, limit exposure to the acquisition process, reduce critical path elements, and minimize costs. Through design optimization including IDP proposals, we have already reduced anticipated **ROW impacts by as much as 23 acres, or 22% when compared to the DEIS.** We will continue to minimize ROW impacts during the Predevelopment Work Stage by focusing on grading and drainage, retaining wall locations and types, erosion and sediment control items, utility relocations, noise barrier placement, and other design elements that typically influence ROW needs.

Supported by our local partners, ROW consultants, and Bechtel as the supporting construction manager, we will prepare a ROW Acquisition Plan and Schedule calibrated for best practices and direct local experience. Our approach will encompass all ROW elements to reduce risk being passed through to our Section D&C Contractors. We anticipate retaining ROW minimization incentives through our D&C Contract with cost and gain-sharing mechanisms in the event changes are agreed.

1.3.4. HAZARDOUS MATERIAL (HAZMAT)

We have identified 19 sites within or adjacent to the LOD that are designated as high to moderate risk of being contaminated. We will prioritize field reviews to confirm level of contamination of these areas and to ensure that our technical solution accounts for any remediation that may be required. We will also conduct groundwater and soil tests along or close to the ROW line to ensure that any subsurface hazmat is appropriately documented and mitigated.

Developer-led ROW functions in collaboration with MDOT include:

- > Preparation and filing of documentation
- > Maintenance of parcel information required by MDOT SHA Office of Real Estate Management System
- > Prepare title searches, initial contact letters, and establish rights-of-entry
- > Owner interface, appraisals, and acquisitions
- > Securing certain property interests required prior to the Phase South Record of Decision (ROD)

1.3.5. UTILITIES

Our advanced level of design performed to date allowed us to **identify, mitigate, and reduce the impact of utilities from 422 identified utilities to 44 major conflicts** and roughly 100 minor conflicts. Major potential conflicts, such as the 69kV lines running underneath Westlake Terrace and the 96-inch waterline north of Tuckerman Lane, have been eliminated. AM Partners also developed a utility composite based on available Reference Information Documents (RIDs) that will serve as the base for our planning and performed a bottom-up estimate for all major and minor utility conflicts.

During the Predevelopment Work Stage, we will expeditiously work with Utility Owners to develop Utility Agreements that set the ground rules, roles, and responsibilities for work. AM Partners will work with the Utility Owners to identify preferred designers and subcontractors that can perform services on their behalf. Our Designers have strong relationships with all major Utility Owners along the corridor and we have begun work on a Utility Work Plan and map of investigation and risk areas to deploy our Subsurface Utility Engineering consultant to verify utility locations based on areas with potential conflicts. We will prioritize utility locating activities based on the criticality of the utility, the impact to critical path, relocation costs, and seasonal restrictions. We will continue to advance our design to reduce utility conflicts based on the results of the test holes.

1.3.6. ADDITIONAL GEOTECHNICAL SITE/FIELD INVESTIGATIONS

Based on our review of available RIDs, we have identified additional site and subsurface condition assessments and pavement field investigations to be prioritized as early Predevelopment Work activities. These include:

Topographic Survey	<ul style="list-style-type: none"> • Confirm accuracy of the topographic information in the RIDs upon which our initial design is based • Perform an initial LiDAR survey for early data confirmation followed by a full survey of the corridor
Other Site Investigations	<ul style="list-style-type: none"> • Supplemental geotechnical field and laboratory testing to build a sufficient geotechnical baseline study, account for alignment shifts, and ascertain certain soil properties (e.g., residual strengths in clays present in the Potomac formation, location of potentially unsuitable soils, and existing pavement and subgrade conditions), particularly in areas of unexplored geotechnical conditions • Electrical resistivity, ground penetrating radar, and seismic refraction in locations identified by analyzing the RIDs to supplement standard geotechnical sampling with geophysical confirmatory testing

As part of the D&C Procurement, we will allow the D&C bidders to request borings along the corridor in areas where they believe more information can reduce price, enhance certainty of delivery, and minimize Section D&C Work changes and potential delays.

1.4. MAXIMIZE LONG-TERM VALUE

1.4.1. DESIGN DEVELOPMENT APPROACH

AM Partners made the strategic decision to substantially advance design to a level well beyond the needs of the RFP Stage, ensuring greater certainty in the deliverability and construction price for Phase South. Through our design development, the team has:

- > **Reduced construction costs** // Our design optimization has reduced direct construction costs by 7% for bridges, 7% for demolition, and 18% for pavement over our initial ARDS design estimate. These savings are possible with a fully compliant Project scope including complete ALB replacement as presented in the Additional Materials – Design Plans.
- > **Improved O&M performance** // Optimizations have reduced the total length of the overpass bridge by 500 feet through innovative foundation design, thereby reducing future O&M and renewal costs.
- > **Enhanced congestion relief** // Our team has reconfigured interchanges at River Road and Falls Road to minimize impacts by increasing the Level of Service (LOS) at each interchange from level F in baseline ARDS design to levels D and E.

AM Partners identified several “focus points” design enhancements and IDPs that we have prioritized for immediate focus to improve the overall delivery of Section Work, all of which are presented on the following page in **Figure 3**. This advanced level of design has been provided to substantiate our level-of-effort to date, support the soundness of our representations and commitments, and provide evidence of our in-depth understanding of the corridor (see Additional Materials – Design Plans). We will continue to refine these solutions during the Predevelopment Work Stage and explore other areas for optimization further to our de-risking activities, detailed design, and the D&C procurement process.

1.4.2. CONSTRUCTION AND PRICING APPROACH

By accelerating design, we have increased our confidence around pricing, constructability, the Predevelopment Work schedule, D&C procurement strategy, and O&M plan. This work, coupled with real-time market pricing from in-house estimators and strategic supporting contractor partners and independent advisors, allowed us to develop Class 3 level cost estimates to improve certainty for both AM Partners and the State. On cost items such as structures, pavement, and utility relocation, our design team and consultants developed independent, bottom-up takeoffs validating or challenging estimates to further enhance confidence in our numbers. This effort also highlighted preliminary constructability concerns and optimizations, such as Maintenance of Traffic (MOT) at Falls Road, resulting in our conditionally approved IDP T-15 diverging diamond intersection.

Our approach to construction will maximize the limits of the initial Section and drive value to the State. We commit to delivering all of Phase South under a single Section Agreement, executing Phase South A and B under one or more D&C Work packages wrapped by the Section Developer. Our decision to retain flexibility around D&C Contracts is strategic, based on known and unknown information such as the potential for different preferred alternatives on I-495 and I-270.

Upon selection as Preferred Proposer, AM Partners will:

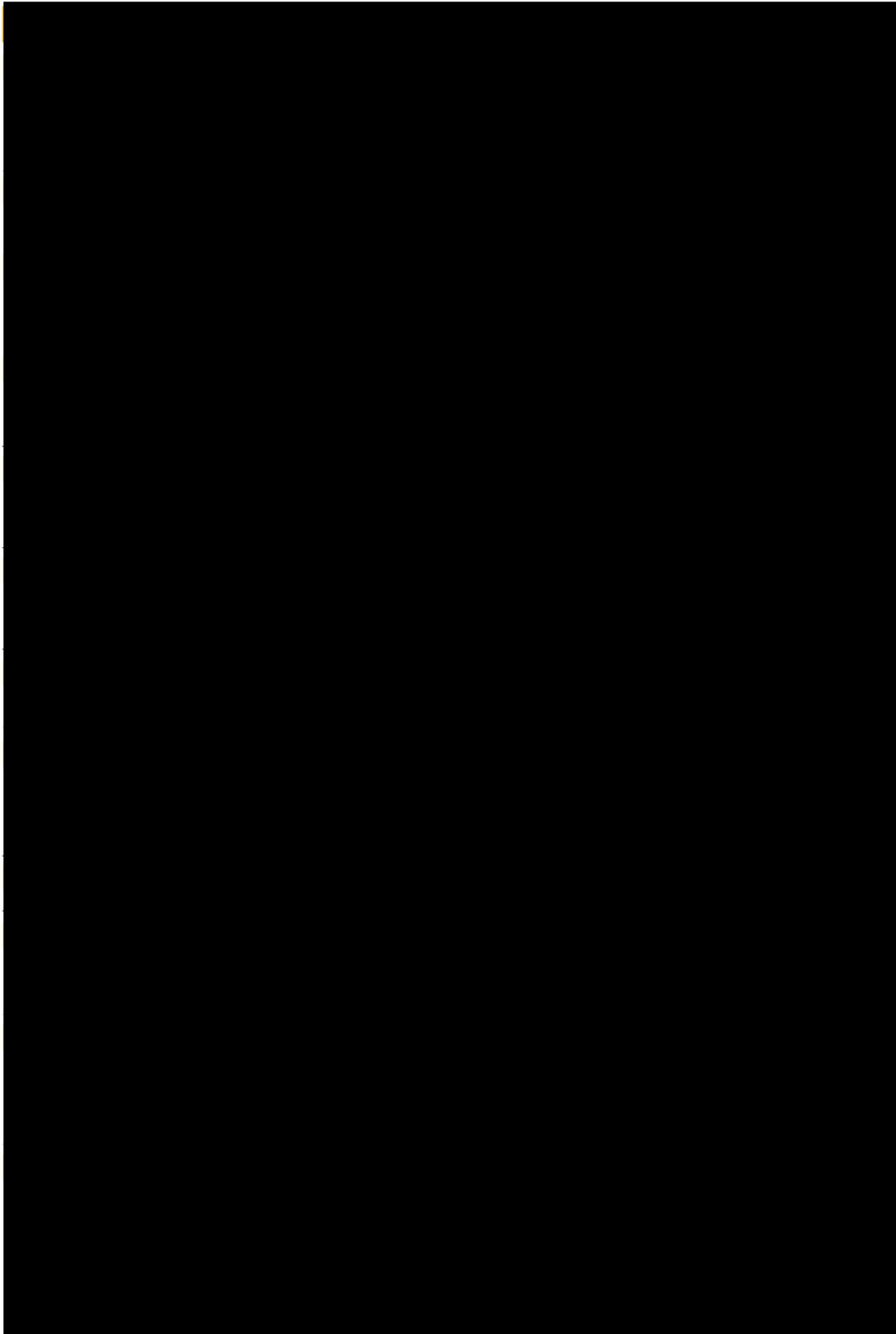
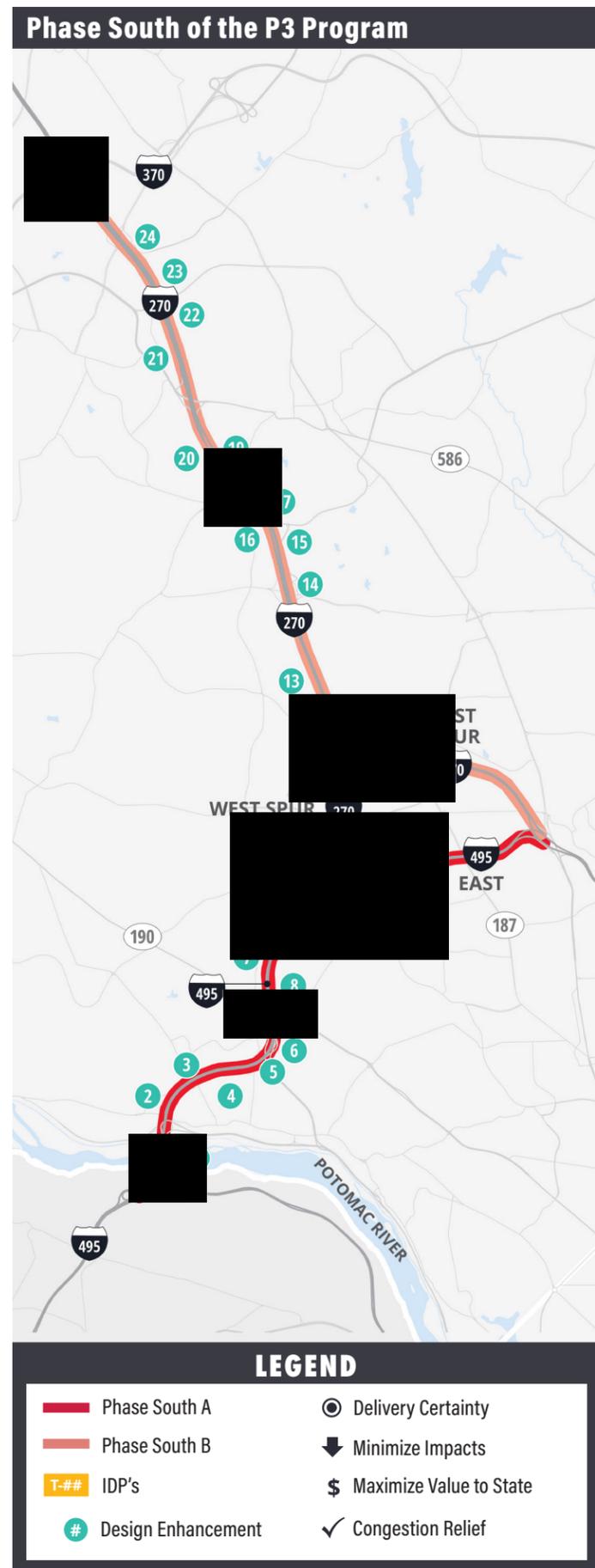
- > Commence Developer-led de-risking of critical activities relating to ROW, utilities, stakeholder coordination, permits, and approvals as agreed with MDOT
- > Assess the status of the D&C procurement for I-495 NEXT, and the potential or advantages to deliver some portion of the Phase South scope with the selected contractor
- > Start a qualification process to shortlist up to three D&C Contractors prior to the effective date for two D&C packages with limits as described in Section 3.1
- > Monitor and adjust to the NEPA processes and milestones

Based on our market sounding, we have found strong interest among a number of Tier-1 contractors as well as local subcontractors to participate in a D&C Procurement and have reconfirmed that sufficient competition exists to support a robust competitive process. Given AM Partners’ proposed sectioning, we note that a number of Tier-1 contractors could join forces with smaller, local, licensed entities and therefore provide enhanced local participation and mitigate exposure to a single balance sheet for the delivery of the Project. We have received letters of Interest (LOI) as well as verbal expressions of interest from a number of national Tier 1 contractors. Please refer to *Appendix 3.2(a).4* for copies of these LOIs.

AM Partners anticipates that the most likely outcome will be to compete two D&C packages through an open-market solicitation, as described in Exhibit 6 Section 1.20.6. D&C bidders will have the option to compete for the delivery of Phase South A, or B, or both. If more than two qualified D&C Contractors express interest to deliver both D&C packages, AM Partners may award both to a single best-value proponent or consolidate Phase South into a single D&C Work package.

We will also retain the option to channel one or more D&C packages through an open book approach in the event this is in the best interest of Project certainty, price, and schedule as possible in connection with I-495 NEXT, which contractor selection is anticipated to be known in early 2021.

Figure 3 // AM Partners' IDPs and Design Enhancements to Improve the Overall Delivery of Section Work



AM Partners' ARDS Design Enhancements

- | | | |
|----|---|----------|
| 1 | ALB pier modifications // reduces impacts to Rock Culvert and Forest Interior Dwelling Habitat by providing straddle bents for certain ALB piers. | 🕒 ⬇️ 💰 |
| 2 | Provision of retaining walls and noise barriers southbound I-495 // eliminates impacts to Forest Conservation Act Easement; reduces impacts to eight parcels adjacent to southbound (SB) I-495. | 🕒 ⬇️ |
| 3 | Persimmon Tree Road off-line bridge replacement // facilitates continuous traffic operations on Persimmon Tree Road during construction. | 🕒 💰 ✓ |
| 4 | Relocation of SWM facilities and retaining walls northbound I-495 // eliminates impacts to the Forest Conservation Act Easement; reduces impacts to 14 parcels adjacent to northbound (NB) I-495. | 🕒 ⬇️ |
| 5 | Bridge optimizations along Cabin John Parkway/River Road/I-495 interchange // reduces bridge deck area; minimizes impacts by adjusting Cabin John Parkway/River Road/I-495 interchange geometry. | 🕒 ⬇️ 💰 ✓ |
| 6 | River Road/I-495 interchange geometry adjustments and provision of retaining walls // eliminates/reduces impacts to 11 parcels adjacent to NB I-495. | 🕒 ⬇️ 💰 ✓ |
| 7 | I-495 alignment shift and provision of retaining walls SB I-495 // eliminates impacts to Forest Conservation Act Easement; reduces impacts to three parcels adjacent to SB I-495. | 🕒 ⬇️ |
| 8 | I-495 NB alignment adjustments and provision of retaining walls // eliminates/reduces impacts to three parcels adjacent to NB I-495. | 🕒 ⬇️ |
| 9 | I-495 NB alignment adjustments and provision of retaining wall // reduces impacts to the Forest Conservation Act Easement and to three parcels adjacent to NB I-495. | 🕒 ⬇️ |
| 10 | I-495 geometry adjustments envisioned along Thomas Branch // facilitate Thomas Branch adjustments envisioned within the Joint Permit Application, noise barrier placement, sanitary sewer impacts/relocations | 🕒 ⬇️ 💰 |
| 11 | Traffic operations improvements at Westlake Terrace // improves traffic operations and access to the I-270 West Spur by implementing left turn lanes. | 🕒 ⬇️ ✓ |
| 12 | Geometry modifications at I-270 West Spur/I-270 East Spur branch connection interchange // eliminates impacts to Forest Conservation Act Easement; reduces the LOD. | 🕒 ⬇️ 💰 |
| 13 | Relocation of SWM facilities SB I-270 // reduces impacts to Cabin John Regional Park, the Federal Emergency Management Administration (FEMA) floodplain, and wetlands. | 🕒 ⬇️ 💰 |
| 14 | Removal of SWM facilities at Tower Oaks Blvd./Preserve Parkway intersection // eliminates impacts to the Forest Conservation Act Easement and a commercial parcel. | 🕒 ⬇️ 💰 |
| 15 | ROW modifications to NB I-270 just south of Wootton Parkway // eliminates impacts to the Forest Conservation Act Easement and wetlands; lessens impacts to a heavily wooded area by reducing the footprint of SWM facilities. | 🕒 ⬇️ 💰 |
| 16 | Wootton Parkway overpass spans reconfiguration // reduces the bridge deck area by adjusting span arrangements. | 💰 |
| 17 | Elimination of SWM facilities north of Wootton Parkway // avoids impacts to ROW and a heavily wooded area by eliminating stormwater management facilities. | 🕒 ⬇️ 💰 |
| 18 | Falls Road/I-270 interchange geometry // eliminates impacts to Millennium Garden Park. | 🕒 ⬇️ 💰 ✓ |
| 19 | ROW modifications NB I-270 // reduces impacts to the Forest Conservation Act Easement and wetlands by providing retaining walls. | 🕒 ⬇️ |
| 20 | Geometry adjustments SB I-270 // eliminates impacts to 15 parcels by adjusting I-270 and retaining an existing noise barrier. | 🕒 ⬇️ 💰 |
| 21 | Geometry adjustments SB I-270 // eliminates impacts to the Forest Conservation Act Easement and a commercial parcel adjacent to SB I-270. | 🕒 ⬇️ |
| 22 | ROW modifications within the Rockville Senior Center Park // eliminates impacts to ROW and minimizes the overall disturbance and to the existing trail system. | 🕒 ⬇️ 💰 |
| 23 | Gude Dr. overpass spans rearrangement // adjusts span arrangements to reduce bridge deck area | 💰 |
| 24 | Relocation of SWM facilities NB I-270 // eliminates impacts to the Forest Conservation Act Easement and ROW. | 🕒 ⬇️ 💰 |

We will finalize our construction prior to the Effective Date and commence the D&C Request for Proposal (RFP) process shortly after, as further detailed in Section 3 – Sequencing Approach. RFP documentation will include a Draft D&C Contract Term Sheet and Section Technical Provisions to be reviewed and agreed with MDOT. The process will accommodate updates to include outcomes of de-risking activities and progression of the upstream documentation with MDOT. AM Partners expects that the D&C Procurement will provide an opportunity for further optimization for constructability and means and methods.

Up until the Effective Date, when more Project milestones have been met, including the outcome of Phase South NEPA process, delivery certainty is directly tied to delivery optionality, which our team is uniquely able to propose and manage. Our commitment to advance a single Phase South D&C package if market appetite supports it, or wrap interface risks under a multiple-package approach, and option to leverage I-495 NEXT D&C activities, will maximize value and manage the State's exposure to risk. In all scenarios, we will ensure that bidding and selected contractors' interests are kept at arms-length from the Section P3 Agreement. This is fundamental to provide delivery certainty to MDOT, and to fully align the Developer's interests with those of the State. This separation will ensure that vertically integrated interests cannot utilize the predevelopment process to pursue change orders, changes in Key Assumptions, and conservative risk allocation positions absent an independent equity view in order to increase self-performed D&C scope and contingency at the expense of the Project and the State. Such concerns may also not become visible until late in the predevelopment process, placing pressure on the October 2022 Financial Close deadline and by extension, MDOT's negotiating position with respect to the Section P3 Agreement.

AM Partners will utilize early and aggressive developer-led de-risking, competitive processes, proven D&C contract structures and our team's resources, including Bechtel as supporting construction manager, to ensure that the construction interests are optimally represented and managed on behalf of the State.

1.4.3. O&M RISK MANAGEMENT AND PRICING APPROACH

Our work to date has focused on exceeding O&M requirements, informed by our existing operations within the region and a bottom-up staffing and operating model to ensure pricing accuracy. These resources have given us a strong understanding of key risks and long-term expenditure profiles for the Project and allowed us to confidently commit to fund and perform general O&M within the Project limits, spanning both the PML and GP Lanes.

We have cross-referenced these plans with our initial design to ensure incident management, enforcement, and operability are supported during and after construction, helping to de-risk and support the certainty of delivery, O&M, rehabilitation, and handback components.

Initial O&M Plan and Cost Model Assumptions

Operations Standards // We have budgeted a staffing plan focused on routine maintenance of the asset and the equipment / materials required based on our experience in the region and operating other similar assets globally.

Tolling // We performed a bottom-up costing of the ETTMS and Intelligent Transportation System (ITS) equipment to price the systems' operation and renewal costs. Our budget includes staff to maintain the system, based on Transurban's experience in the region where it exceeds the License Plate and AVI read accuracy Key Performance Indicators (KPI) in Exhibit 6.

Incident Response Times // Our budget includes 24/7 staff, wreckers and Automated Incident Detection cameras, which will allow us to identify incidents in both the PML and GP Lanes, and based on historic traffic incident rates in the corridor and our experience operating in the region—**commit to an average response time of 12 minutes.**

Winter Maintenance // Our team studied snowfall events in the region and identified the need for seasonal operators to meet or exceed requirements, plus budgeting for additional subcontracted support during major snow and ice events to provide for a safe and clear road as part of our extreme weather preparedness strategy.

AM Partners' O&M, Tolling and Section Developer management will be provided under a Master Service Agreement (MSA) with Transurban which will enhance delivery certainty by:

- 1 Ensuring a unified planning and operations regime across all Sections of Phase 1
- 2 A single interface point facilitating interoperability
- 3 Maximum value to the State by benefiting from the operational and tolling synergies that exist between the Project and the adjacent successful Transurban Express Lanes network

During the Predevelopment Work Stage, we will collaborate with MDOT to refine our operations budget and agree on the O&M Costing Model through a transparent interface and real-time market pricing. Examples of core Predevelopment Work and coordination include:

Develop Technical Provisions to produce higher operating and lifecycle performance	The Section Technical Provisions will have a large impact on the final O&M Costing Model, particularly items such as pavement standards. In our preliminary lifecycle budget, pavement represents approximately 25% of the total lifecycle costs for the Project. AM Partners will work with MDOT to optimize pavement specifications and achieve an optimal balance between upfront and lifecycle costs while ensuring the highest quality for the asset throughout the term of the Project.
Optimize Design to facilitate operations and minimize lifecycle costs	Our O&M and design teams will work collaboratively to ensure that the design continues to be optimized from an operations perspective.
Concept of Operations Plan Optimization	During the Predevelopment Work Stage, AM Partners will create a Concept of Operations Plan to increase delivery certainty and increase value for MDOT. AM Partners believes that HOV compliance is a key long-term value driver and have identified multiple ways of working with MDOT to potentially provide this service (enhanced Maryland State Police enforcement).

1.4.4. DIGITAL MASTER PLAN

AM Partners, **commits to funding and developing - with Cavnué - a comprehensive DMP for the Project** in partnership with MDOT. The DMP will outline the strategy, framework, and roadmap for the implementation of the world's first digital PML, reducing risk for the delivery of technology components that will evolve over time, and frame how innovation will support the accelerated adoption of CAV, reduce O&M costs, and meet emerging needs of customers and the State over the life of the Project. The DMP will address potential risks arising from the introduction of new technologies and illustrate how to "future proof" the corridor including through initial design and construction.

Additional information demonstrating the DMP scope, development process, and functionality is provided in *Appendix 3.2(a).3*.

1.4.5. DEVELOPMENT OF PHASE NORTH

AM Partners view Phase North as a critical component of the region's transport network and will work with the State to support the certainty and acceleration of its delivery through funding and developing, or supporting the following initiatives:

Phase North NEPA, Permit and Approvals Master Plan

To identify the most expeditious path to pursuing such approvals in the context of the Project's scope, economics, indicative impacts, and NEPA precedent

Supporting MDOT in pursuing NEPA Environmental Assessment

Based on our experience supporting entities with similar processes, this will be a viable approach to implementing one or more Sections of Phase North, because of the ongoing pre-NEPA activities covering the overall Phase North project limits. The initial EA will consider a no-build and a build alternative consisting of a 2-lane reversible PML facility with tolling policies consistent with the Phase South Preferred Alternative (when selected). Like other network extensions in our portfolio, AM Partners will support MDOT with direct development of scoping studies, build alternative plans, cost, and schedule estimates for consideration by the State along with community outreach, stakeholder engagement, and permitting to the greatest extent. Based on design work done to date, we project this initial EA process to be completed within 12 months of the Effective Date allowing for delivery timing consistent with Phase South.

I-270 Corridor Transit Study

This study, performed by MDOT and local stakeholders, with AM Partners support, will complement the Phase North NEPA, Permit and Approvals Master Plan with the purpose of evaluating the relative benefits and costs of various transit alternatives including options that maximize utility of the PML for transit or other regional priorities, such as an elevated transit system. Findings will be available to support community and stakeholder outreach and refinement of the Phase 1 solution. The study will draw on other established regional, County, and State plans and transit initiatives, including M-NCPPC's Corridor Forward, to integrate recommendations resulting in a multimodal transportation platform supported by PML. This work may also reflect additional transit resources available in connection with our transit funding commitments as described in *Section 1.2*.

Funding

We commit to MDOT costs associated with the execution of the above three initiatives as part of an acceleration of Phase North viability assessment.

We anticipate this commitment could offset or negate direct costs that MDOT would otherwise bear in advancing Phase North approvals that could reach \$30M-40M under a typical EIS approach. By demonstrating and adopting a fit-for-purpose NEPA strategy, approvals risk will be materially reduced, thereby enhancing **Delivery Certainty** of the Project. MDOT's cost exposure will also be greatly reduced and fully reimbursed by AM Partners, a key factor to **Maximizing Value to the State**. We are confident this approach will allow Phase North construction and service commencement consistent with Phase South timing, enhancing Project economics and ensuring **Congestion Relief**.

1.5. LEGAL, COMMERCIAL & FINANCING APPROACH

To support our construction approach defined in *Section 1.4.2*, maximize delivery certainty, and minimize execution risk, AM Partners has assembled a commercial and finance team of experienced professionals, supplemented with a suite of specialist advisors to assist in delivering the commercial and financing aspects of the Project, including Mayer Brown (sponsor counsel), DLA Piper (local counsel), KPMG (tax and accounting), Operis (model audit), JP Morgan (lead underwriter), Pritchett Steinbeck Group, Inc. (PSG) and Accent (traffic and revenue, together with Transurban's traffic experts), Macquarie Capital (financial advisor), and H-Fox Associates (lender traffic and revenue). We will engage lender counsel, bond counsel, and lender technical advisor shortly after the Effective Date.

Our approach is to maintain maximum flexibility, partnership, dialogue, and transparency with MDOT which enables us to accommodate changes as the Project continues to evolve throughout the Predevelopment Work Stage, allowing the delivery of Phase South as one Section, under a single Section P3 Agreement. Key areas of focus are as follows:

Project Documentation	Starting at the Effective Date we will engage MDOT on development of the Project Documentation, such as the Section P3 Agreement, Technical Provisions, Tolling Services Agreement, etc., to discuss key commercial and technical provisions and to provide visibility to MDOT on the treatment of D&C interface risk to be wrapped by AM Partners. We will seek to advance the documents in weekly cross-workstreams meeting (the Technical Working Groups (TWG)) meetings covering the commercial and the various technical workstreams in a joint and integrated way. We believe this approach will best enable a transparent, collaborative, and expedited negotiation process to ensure that the documentation is agreed ahead of March 2022.
Drop Down Agreements	The Section D&C Contract(s) will be the primary, material drop-down agreement contemplated by our approach. We intend to have a term sheet completed by July 2021, built on the Section P3 Term Sheet and Exhibit 6 of the Phase P3 Agreement as a base, and which will have been vetted by MDOT. We anticipate progressing to fully drafted D&C documentation by October 2021, as part of revised draft of the D&C Procurement documentation, that will reflect selected drop-down provisions of the Project Documentation, with appropriate time and required buffer to ensure that the Project can always be appropriately managed by the Section Developer, as well as specific clauses related to, among other things, liquidated damages, security packages, and governance.
TIFIA	Subject to MDOT's approval, we intend to engage with the TIFIA outreach office shortly after selection as Preferred Proposer. We have developed an indicative financing structure, and will have documented a preliminary due diligence package, including an investment grade traffic study shortly after the Effective Date, sufficient to quickly advance to a formal application to USDOT Credit Council. Based on feedback from the TIFIA Office, we will target having a fully negotiated TIFIA Loan term sheet concurrent with the submission of our Committed Section Proposal to MDOT by May 2022. AM Partners is intimately familiar with the TIFIA process, having applied for and/or raised over \$1.9B of TIFIA financing, and does not expect any material difference for the Project.
Private Activity Bonds (PABs)	Similar to TIFIA, subject to MDOT's approval, we anticipate applying for a PABs allocation shortly after selection as Preferred Proposer. AM Partners is intimately familiar with PABs financing, having applied for and/or raised over \$2.5B of PABs financing, and does not expect any material difference for the Project, assuming availability.
Credit Ratings	We intend to secure two investment grade ratings for the Project debt, meeting the requirements for bond placement and TIFIA. Based on prior engagement with ratings agencies and expertise from our internal ratings team, we have a high degree of confidence in the ratings outcome for our indicative financing structure. In addition, our in-house traffic team created a complete investment grade network model, which will allow us to obtain the indicative rating necessary for a TIFIA application within 2 months of the Effective Date.
Multiple Financing Options	We have engaged in preliminary discussions with investors on multiple sources of financing including taxable bonds, private placements, and PABs. In addition, we have explored an innovative financing structure which allows us to raise tax-exempt debt (not subject to the PABs cap restrictions) through a tax-exempt structure (501(c)(3)). We intend to maintain redundancy in our financing options by pursuing multiple potential financing solutions until we have received comfort on the availability of PABs and/or TIFIA financing for the Project. This ensures our ability to deliver a financing solution to MDOT that is both competitive and certain.
Bond Placement	We have engaged JP Morgan as our lead underwriter for tax-exempt and taxable bonds. JP Morgan has raised over \$119B of bonds in the last five years for 198 surface transportation projects. JP Morgan is engaged for only a portion of the underwriting, retaining market pricing pressure on the balance of the underwriting.

2. PARTNERING APPROACH

AM Partners believes in aligning our interests into a shared vision to achieve MDOT's long-term goals and objectives for the Project. Over the past three years, we have invested in understanding MDOT's vision and created a partnership approach tailored to achieving it.

We have sought to de-risk the overall delivery of our Project by building independence, optionality, and most importantly clear lines of accountability into our partnership approach. We recognize the inherent conflict between short-term financial gains and long-term value maximization that arises from the inclusion of contractor-held equity within the partnership.

With our developer-led strategy, AM Partners will be a true partner during the Predevelopment Work Stage and delivery of the Project. We are incentivized alongside MDOT to ensure the most value maximizing and certain D&C solution. We will push to optimize scope, incorporate innovation, and develop a robust risk management approach. During delivery, we will manage risk, avoid claims, enforce schedule commitments, and solve the inevitable challenges that will arise.

AM Partners has a demonstrated reputation as a reliable partner, which we have worked decades to build and deeply value. We have established a track record of solving problems and sticking to goals and objectives. There is no doubt a project as complex as this will encounter challenges, but our team has shown time and again regionally and globally that we will find creative solutions, work in a collaborative fashion to provide the kind of resilience that governments need from their private sector partners.

We stand by our word to our partners and will put ourselves at risk to protect our partnerships, demonstrated by our commitment to transit payments in Virginia despite 40% revenue declines during the current pandemic. Our leadership team is personally committed and will ensure our partners work with the same group of individuals throughout each stages of the Project. In extension, we view local stakeholders as partners and have trust-based relationships in the region, demonstrated by commitment to environmental stewardship, community grant fund and transit planning for the benefit of the counties directly affected by the Project outlined in **Figure 4**.

2.1. SHARING INFORMATION AND COLLABORATION

AM Partners understands how critical effective partnering and collaboration is to the success of the Project, from the start of the Predevelopment Work Stage through to the end of the concession term. Projects of this size and magnitude are rarely without issues, and how partners work collaboratively to address these issues determines their success. Our Developer-led approach provides us with an aligned interest, that builds on the foundation of trust to form the basis of a successful partnership. We plan to build on this trust through an early engagement and effective leadership. Tim Steinhilber, our Phase Developer Project Manager, has successfully proven in the region that he can ensure that trust is established at all levels internally and with our clients.

We have provided clear reporting lines and communication protocols that ensure issues are resolved quickly and at every level. The tools used to deliver our approach are open communication, teamwork, collaboration, and cooperative action to identify and achieve mutual goals. AM Partners' partnering approach with MDOT, is based on the four fundamental principles shown in **Figure 4**.

We will collaborate with MDOT, its consultants and partners, and regulatory agencies through a set of interface methods, customized to the Project, that will support early and frequent communication, rapid decision making, and ensure transparency and full benefit to MDOT of the work done to date.

Figure 4 // AM Partners' Partnering Principles



2.1.1. CROSS-WORKSTREAM COLLABORATION

AM Partners will strive to ensure transparency across all facets of the Project. Our approach is based on the successful delivery of projects locally and globally and can attest to the philosophy that transparency is the fundamental principle to building an effective partnership. We have purposefully structured our team in a manner that fosters open and honest dialogue. AM Partners is organized in integrated workstreams across technical and non-technical functions, working together through Technical Working Groups, as shown in **Figure 5**, on the next page. Our structural organization is adaptable and may change to best fit MDOT's organization and provide a clear point of contact and accountability for each MDOT function.

We will encourage MDOT participation in our TWG, which will create a collaborative environment with access to the same data, at the same time. AM Partners' approach to integrated TWG is derived from a risk mitigation strategy that started during the RFP Stage and will continue during the Predevelopment Work Stage and onward. We purposefully require cross-collaboration between workstreams to reduce integration risks that can arise from a siloed approach. The integration of different TWGs also provides diverse perspectives on issues, allowing for risks to be more quickly identified by all parties, prioritized, and adequately addressed from a Project-wide and long-term, sustainable perspective.

Figure 5 // AM Partners' Proposed TWGs for the Project

AM Partners TWG	LEGEND														
	● PARTICIPANT	◆ LEAD	MDOT*	AM Partners' Project Management	Designers	Supporting Construction Manager	Health & Safety	Environmental, SWM, and ESC	Quality	Operations & Maintenance	ITS, Tolling, and Innovation	Community, Local Workforce, PR	Transit	Traffic and Revenue	Right-of-Way
Public Outreach and Engagement	●	●	●	●	●	●	●	●	●	●	◆	●	●	●	●
Environmental Management	●	●	●	●	●	◆	●	●	●	●	●	●	●	●	●
Utilities	●	●	◆	◆	◆	●	●	●	●	●	●	●	●	●	●
Right-of-Way	●	●	●	●	●	●	●	●	●	●	●	●	●	●	◆
Geotechnical	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Surveying	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Roadway	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Pavement	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Drainage, SWM, and ESC	●	●	◆	●	●	◆	●	●	●	●	●	●	●	●	●
Structures	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Landscaping and Aesthetics	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Railroad Coordination	●	●	●	◆	◆	●	●	●	●	●	●	●	●	●	●
Signing, Pavement Marking, Signals, Lighting	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Traffic	●	●	◆	●	●	●	●	●	●	●	●	●	◆	●	●
Intelligent Transportation Systems	●	●	◆	●	●	●	●	●	●	◆	●	●	●	●	●
Communication Systems	●	●	●	●	●	●	●	●	●	◆	●	●	●	●	●
Electrical	●	●	◆	●	●	●	●	●	●	●	●	●	●	●	●
Maintenance of Traffic	●	●	◆	◆	◆	●	●	●	◆	●	●	●	●	●	●
Electronic Toll Collection Infrastructure	●	●	●	●	●	●	●	●	◆	●	●	●	●	●	●
Operations and Maintenance	●	●	●	●	●	●	●	●	◆	●	●	●	●	●	●
Handback	●	●	●	●	●	●	●	●	◆	●	●	●	●	●	●

* or other parties as relevant

AM Partners will require the same level of cooperation and engagement from our partners, including our selected D&C Contractor(s), our Designer, and any other key subcontractor on the Project. Each of our partners will be onboarded into the appropriate TWG as they are selected.

The TWG will be the primary system used by AM Partners to foster a “one-team” approach to Project delivery and integration between key elements of the work, including design, construction, O&M, tolling, T&R, transit, and quality. These will also be the forum in which AM Partners integrates all their specialist consultants, subcontractors, suppliers, and key stakeholders. MDOT will be invited to participate to ensure free-flowing information, and foster collaboration between the parties. The TWGs will remain in place across all Project Stages from selection as Preferred Proposer up to handback of the asset.

2.1.2. CONTINUITY OF PERSONNEL

Our workstreams comprise over 60 full-time staff engaged by Transurban and Macquarie who are local to the Project area and will be dedicated to the Predevelopment Work activities. Once safe to do so, AM Partners will co-locate all our Predevelopment Work team to promote efficiency and collaboration and create a fully transparent environment where all stakeholders on the Project can hold meetings and conferences and create a “one-team” atmosphere. This open collaboration will provide expedited resolutions and support MDOT in tracking risk and opportunities as they arise. In the meantime, if the need for remote working continues, AM Partners will work with MDOT to adhere to the necessary social distancing requirements using alternative meeting venues.

As we transfer from the Predevelopment Work to Section Work Stage, MDOT will benefit from the continuity of personnel. As Phase Developer, Section Developer and Operator, AM Partners will be active through all Project Stages, with a strong incentive to ensure that the Project being delivered is adaptable to continuously fulfil the evolving needs of the populations it serves.

2.1.3. COORDINATION MEETINGS

Within 15 days of Effective Date, AM Partners will formally initiate the relationship with MDOT through the organization of a Project kick-off meeting to establish all key interfaces with MDOT, appropriate communication and data sharing protocols, collectively agree on key attributes of Project success, identify potential areas of concerns, and establish a resolution ladder. This meeting will form the basis for the establishment of a joint MDOT-AM Partners risk and opportunity tracker that will then be reviewed at each subsequent progress meeting.

AM Partners will favor face-to-face meetings where possible, and especially at the beginning of the Predevelopment Work Stage, while recognizing the benefit of virtual meetings in certain circumstances, which breadth have expanded with the unprecedented times we are living in. AM Partners intend to interact with MDOT through a mix of formal meetings, as outlined in **Figure 6**, and informal meetings through daily interactions, including through TWG. Meeting minutes will be provided for comment before being finalized ensuring that the record is an accurate depiction of the interactions and that actions are understood for all formal meetings.

Given the accelerated schedule of the Predevelopment Work, having all parties work in sync will be critical to the Project's success. We have established a preliminary schedule of formal recurring meetings that we will review and agree with MDOT during the partnering kick-off meeting.

This Project will require partnering with stakeholders and third parties to be successful. We are committed to establishing effective lines of communications with these groups, including through monthly stakeholder engagement meetings that will serve as a forum to listen to concerns and better understand issues and challenges that may be created by the Project.

2.1.4. TOOLS AND TECHNOLOGY

AM Partners will use shared technology to ensure transparency and access of information between all parties. With MDOT provided access, we will use SharePoint and Bluebeam as collaboration tools among all team members and stakeholders. Through the use of the MDOT Electronic Data Management System (EDMS), we will log meeting minutes, action items, discussion topics, resolutions, and timelines for open items, as well as inquiries, complaints, and all communication resources.

Figure 6 // Key Communication Schedule and Protocols within AM Partners

MEETING	STAKEHOLDERS	PURPOSE
Weekly Predevelopment Technical Taskforce	<ul style="list-style-type: none"> > Phase Developer Project Manager (PM) > MDOT and MDTA > D&C Contractor as required > Designer as required > As required: workstream(s) lead, third party and stakeholder(s) 	<ul style="list-style-type: none"> > Coordination, planning, and outcome discussions on the Predevelopment Work > Interdisciplinary coordination across the technical workstream > Schedule look-ahead for upcoming activities and field work > Identification of governmental agency or third-party coordination needs
Weekly Predevelopment Commercial and Finance Taskforce	<ul style="list-style-type: none"> > Commercial and/or finance workstream lead > Phase Developer PM > MDOT > As required: MDTA, D&C contractor and stakeholder(s), workstream lead(s) 	<ul style="list-style-type: none"> > Update stakeholders on key deliverables and progress against Predevelopment Work Plan > Discuss key commercial issues with stakeholders and resolve as required > Negotiation of key commercial agreements for each Section > Update stakeholders on key financing activities and progress against the Financing Plan
Monthly Progress Meeting	<ul style="list-style-type: none"> > Phase Developer PM > MDOT > MDTA > As required: workstream lead(s) 	<ul style="list-style-type: none"> > Progress against planned activities, risk assessments, and mitigation activities > Eight-week look ahead > Summary of stakeholder coordination and public outreach > Report on allowed costs > Status of approvals from governmental agencies and third parties > Update on issues encountered, resolved, ongoing > Submittal status update
Monthly Stakeholders Engagement	<ul style="list-style-type: none"> > Community, local workforce, and communication workstream > Phase Developer PM > MDOT > As required: MDTA, stakeholder(s) 	<ul style="list-style-type: none"> > Partner and collaborate with a well-informed community of stakeholders > Provide resources to foster public understanding and engagement with the Project team > Listen to concerns and better understand issues and challenges that may be created by the Project from Project stakeholders

AM Partners will also rely on its partnership with ESRI to establish live dashboard reporting of all Project and Predevelopment Work key metrics. These will be continuously updated to track the progress of all activities and be fully accessible by MDOT for the purpose of providing complete, transparent, and accurate information on the status of the Project's development.

2.1.5. REPORTING FRAMEWORK

AM Partners will agree with MDOT a reporting framework based on internal structured reporting through monthly and quarterly progress reports to AM Partners' Board as well as reporting to MDOT with the provision of a quarterly progress report. All reports will include a Predevelopment Work status update, with consolidation of all relevant inputs from the risk register, tolling and operational development, O&M Costing Model, D&C development and D&C Costing Model, stakeholders, commercial development of key documents, summary of all formal meetings and Allowed Costs incurred against budget.

2.1.6. CLEAR DECISION-MAKING PROCESS

To mitigate issues before they arise and prevent impact to cost, schedule, and quality, AM Partners will implement a clear, internal contractual framework that authorizes decision making protocol and dispute avoidance process. We have streamlined reporting and decision-making processes, to ensure that our decision makers are local, available, and empowered to make quick and efficient decisions for each element of the Project development. Each workstream is led by a member of the Developer team, who has been delegated authority for key decisions concerning their respective scope of the Predevelopment Work. This allows for greater collaboration between Developer team and MDOT and allows for collaborative decision making and dispute resolution at working group level.

AM PARTNERS' APPROACH TO PARTNERING

Key benefits and implications of AM Partners' partnering approach to MDOT include:

- > Collaboration through structured daily interaction (co-location, TWG meetings) and data sharing (EDMS)
- > Centered on technical working groups, with overarching commercial and financing bid leadership, which allow for a highly integrated approach with MDOT, consistent across all Phase 1
- > Engagement in productive trade-off discussions on upfront payment versus scope maximization
- > Minimization of disputes through an open, transparent process with alignment of objective and success factors from day 1
- > Continuity of personnel and knowledge transfer through all Project Stages



2.2. LESSONS LEARNED

AM Partners' approach to partnering provides MDOT with clear, real-time insight and understanding as to the Project development status, risks, and opportunities through daily interaction, participation, and transparency.

Our partnering approach directly leverages our experience developing similar projects, lessons learned, and best practices, while being customized for the Project and requirements of Exhibit 6. On the next page, AM Partners has provided two examples of recent projects where AM Partners used similar best practices which will likewise help guarantee the success of the Project.



In 2011, Macquarie and its partners entered into a predevelopment framework with Virginia in order to develop a financially feasible ERT project that met the transportation needs of the Hampton Roads region. The parties had to balance three competing objectives in developing the solution: 1 *Toll affordability* – a key objective as the new tunnel would serve as a critical connection to one of Virginia’s most disadvantaged, minority communities; 2 *Project costs* – that would have to accommodate a new tunnel tube under the Elizabeth River adjacent to the Chesapeake Bay, and complex interfaces with sensitive US Navy sites and the Port of Virginia; and 3 *Resilience* – the region’s three existing, aging tunnels had more than \$50M in deferred maintenance and required repair and modernization to ensure their ongoing safe operation into the future.

The partners agreed to a 58 year P3 concession and tolling strategy with higher-than-usual escalation to keep initial pricing low through construction and support \$2.1B of project costs, optimized through the selection of an immersed tunnel methodology that had not yet been attempted in the US. Concrete tunnel segments cast at the Sparrow’s Point dry dock near Baltimore, were sealed and floated down the Chesapeake Bay to the site, and submerged in place using GPS technology to align and connect the tubes under water. Realization of the plan allowed the project to proceed on a viable financial footing and demonstrated Macquarie’s credentials in assessing, backing and managing complex construction risk for the benefit of all.

After commencing construction, new challenges arose through a change in Virginia’s political leadership, and concerns over the agreed toll rates underpinning the project’s financial viability. Macquarie, working with VDOT and key stakeholders, identified and evaluated numerous alternative structures while safeguarding project certainty and viability at all times. Ultimately, the parties agreed to a modified tolling approach with public contributions to offset lost revenue. Macquarie and its partners invested in a intensified stakeholder outreach and community program, including scholarships for underprivileged local students, toll relief for low income families, community grants across the region and a hiring and contracting policy that led to outperformance of the project’s DBE/SWAM goals. Additionally, the project’s headquarters was placed in the most economically distressed area of the region to spur local job creation and growth.

Project challenges also arose from regular, unplanned turnover of Virginia’s project leadership personnel during delivery. The teams worked together to prevent disruption with the developer bringing in some of its most experienced construction executives to lead delivery and establishing escalation protocols within government to ensure high levels of transparency and engagement at multiple levels.

Combined, these measures contributed to the successful and safe completion of the project 11 months ahead of schedule – with Macquarie’s collaborative, disciplined approach helping to protect project benefits such as over \$1B of construction work for local companies, 200 permanent jobs and 1,500 jobs through delivery.

Lessons Learned and Application to the Project:

The ERT project demonstrates best practices in the development, risk management and execution of innovative, equity backed D&C solutions of even greater complexity than the Project, and strong experience in balancing rapidly evolving stakeholder and geopolitical priorities with the financial and organizational discipline required to safeguard project viability and delivery certainty. We will apply these lessons to Project interface management, scoping, public outreach, financing, scheduling, and D&C activities, kicking off our partnership by defining what success looks like to all parties, ensuring that each works toward a clearly defined common goal, with accountability for achieving it.

495 EXPRESS LANES

The 495 Express Lanes is a \$2B P3 project initiated through a predevelopment framework in 2005 and was the first PML system in the country. Transurban has demonstrated a long-term partnering approach in managing and operating the project, as summarized below and more fully described in the Appendix 3.2(a).8. **Successful 495 Express Lanes applications of AM Partners’ planned partnering approach include:**

Excellence in tolling, customer service and O&M:

- Despite being the first dynamic PMLs in the US, the project’s ETMS performed at 99.9% accuracy on opening with no material, customer-facing issues, supported by Transurban’s \$11M investment in customer education initiatives
- Changing driver behavior addressed with investment in additional signage, striping and law enforcement presence to help travelers through the transition
- In 2014 Transurban proactively implemented a First Time Forgiveness program, which saved customers more than \$22M in unpaid toll fees and was adopted by the legislature as a new standard for all toll facilities
- Safely pioneering the application of advanced road technology, ETMS and enforcement systems
- Imperative, developer driven safety requirements
- Supporting policy, transit and mobility goals
- Extensive and ongoing community engagement

Genuine and innovative partner with skin in the game

- 2008 financial close process pivoted to a two-stage close to overcome Global Financial Crisis impacts and allow on-time commencement of construction
- Acquired Fluor’s 10% stake to allow recapitalization with \$280M additional equity to address initial revenue shortfalls with no risk to Virginia taxpayers
- As of December 2020, the project has lost more than \$46M due to Covid impacts prompting a further \$15M equity injection to ensure all obligations are met; Transurban did not seek relief or claims against the State as most other toll road concessionaires did; and Transurban expanded its First-Time Forgiveness program for customers facing hardship
- Despite underperformance of the asset, Transurban has continued to invest \$13M developing I-495 NEXT, keeping the project on track and giving certainty to its schedule and benefits including \$880M of economic activity and 6,300 jobs

OPERATIONS CASE STUDY



Lessons Learned and Application to the Project;

the 495 Express Lanes project has demonstrated that P3 projects work best when genuinely aligned, long-term equity and public interests collaborate to reduce risk, solve challenges and provide certainty across all phases. Specifically, Transurban’s willingness to own and manage risk, identify and jointly implement value sources and scale-up financial, staffing and customer resources even in the face of revenue shortfalls, safeguarded the interests of all parties. We will apply these lessons through our proactive partnering approach, shockingly innovative solutions to both routine and material challenges and our unmatched resolve to stand behind our partners and commitments.

3. SEQUENCING APPROACH

Our sequencing includes accurate logical ties, activity durations, and resource allocation, meeting all the requirements for the Predevelopment Work Schedule and the Section Work Schedule, as outlined in Sections 1.4. and 1.5 of Exhibit 6, except cost-loading which was excluded to remove cost information from the Predevelopment Work Proposal. We worked with Aegis Project Controls to develop a Primavera P6 schedule that includes all milestones and an advanced level of detail across the Predevelopment Work and Section D&C Work. We conducted logic checks, developed histograms, and electronic-schedule reviews of the technical, commercial, and financial implications of each milestone. Peer-review sessions were conducted to gain and incorporate feedback.

The development of the Predevelopment Work and Section Work Schedules include every tier of our team to address management and technical activities, determine accurate durations and production rates, and to create a sophisticated Work Breakdown Structure (WBS). All workstreams, technical and non-technical, provided necessary inputs to ensure interdisciplinary alignment across the schedule—thus producing a comprehensive and detailed schedule that will enhance delivery.

3.1. SEQUENCING APPROACH SUMMARY

Our proposed first Section spans all of Phase South, maximizing the limits of the first section to be delivered to the fullest extent. AM Partners understands that the NEPA process is not yet complete and that the outcome may impact the cross-section of the Phase South B area. To best address the variability of Phase South B Preferred Alternative, our approach to the delivery of Phase South is structured around one or more D&C Contracts. AM Partners anticipates delivering Phase South as two D&C packages, subject to competitive procurements, going to market in a few months' interval. Should we receive positive feedback from the market that there is enough interest to deliver the full Phase South as one D&C package, we will provide the D&C bidders the option to bid on each D&C package and award both packages to a single best-value proposer or consolidate Phase South under a single D&C Contract. Our Predevelopment Work Schedule contemplates one D&C package for Phase South A and one for Phase South B, with the Section Developer wrapping the two D&C Contracts. Proposed limits and access points of Phase South and each D&C package are described in **Figure 7**.

Our first Section satisfies all requirements of Exhibit 6 Section 1.5, including economic viability, independent operation, and logical divisions. Should it be warranted to deliver each D&C package at different times through staged completion under the Section P3 Agreement, we note that each package can be operated independently and is financially viable on its own.

Figure 7 // Proposed Limits and PML Access Points¹

Package	Limits	Access Points	
Section 1 – Phase South	D&C Package 1 – Phase South A	<ul style="list-style-type: none"> Southern terminus: George Washington (GW) Memorial Parkway interchange (tolling starts at State line but lanes go further south per the ITP) Northern limit: I-270 West Spur between I-495 split and Democracy Boulevard with south facing exchange ramps as per IDP T-15 Eastern limit: I-495 East west of Rockville Pike with ingress/egress to both Old Georgetown Road and Rockville Pike provided as per IDP T-14 	<ul style="list-style-type: none"> GW Memorial Parkway: Direct access to GW Memorial Parkway and merge with I-495 in Virginia as per key assumptions in the ITP North of Clara Barton Parkway: South facing ramps providing access from inner loop PML to GP Lanes and from GP Lanes to outer loop PML Cabin John Parkway/River Road (MD 190): Full direct access I-495 East: At-grade access (west facing ramps) near Fernwood Road Eastern terminus near Rockville Pike
	D&C Package 2 – Phase South B	<ul style="list-style-type: none"> Southern limit: I-270 West Spur between I-495 split and Democracy Boulevard with north facing exchange ramps as per IDP T-15 Eastern limit: Between Old Georgetown Road interchange and Grosvenor (as per IDP T-13) Northern terminus: I-370/I-270 interchange as per ARDS-9 	<ul style="list-style-type: none"> Exchange slip ramps at I-270 West Spur At-grade access between Old Georgetown Rd. and Grosvenor along I-270 East Spur Westlake Terrace: Direct access Wootton Parkway: New interchange, direct access Gude Drive: New interchange with direct access I-370: Direct access to and from south Northern limit to I-270 near I-370 (as per ARDS-9)

¹Subject to approval per section 1.3.2

3.2. PREDEVELOPMENT & SECTION WORK SCHEDULES

AM Partners' approach to the Predevelopment Work Schedule was prepared with a great level of detail with extensive flexibility to clearly demonstrate to MDOT that we will be able to meet all deadlines with certainty, ensuring that we will be able to meet all deadlines, and most importantly, the delivery of a compliant Committed Section Proposal by May 27, 2022 and that Financial Close is achieved by October 31, 2022 per the requirement of Exhibit 5 of the Phase P3 Agreement. The Predevelopment Work Schedule includes a detailed description of all the Predevelopment Work activities, broken down by the workstreams shown on the next page in **Figure 8**.

Each workstream includes all activities, deliverables, milestones or hold points, appropriate logic ties to show activity sequencing, including relationships between activities, as well as required coordination activities to be performed by subcontractors, governmental entities, third parties, and any MDOT, MDTA, and necessary third-party approval dates.

Figure 8 // Predevelopment Work Activities

Workstream	Key Activities
 <p>Design Construction</p>	Activities required for the development of the D&C Costing Model, including (i) design progress activities, including through incorporation of selected IDP concepts while refining the section economic viability; (ii) de-risking activities related to Environmental, ROW, SWM, Hazmat, Utilities (including a depiction of the required coordination with and Work to be performed by Utility Owners), and other geotechnical and existing pavement conditions; (iii) activities required for the development and finalization of the Section Technical Provisions; and (iv) D&C competitive procurement processes that will provide a fixed D&C price in accordance with Section 1.20 of Exhibit 6.
 <p>O&M, Renewal and Tolling</p>	Activities required for the development of the O&M Costing Model through an open-book process in accordance with Section 1.21 of Exhibit 6, the development of the O&M and lifecycle plan, as well as de-risking activities related to Pavement and Ride Quality Standards, Incident Response Times, and Winter Maintenance and activities required for tolling integration across the sub-sections, with I-495 NEXT and with Phase North.
 <p>Traffic & Revenue</p>	Activities required for the development of investment grade traffic and revenue projections, including key milestones through to delivery of those final projections.
 <p>Commercial</p>	Activities required for the negotiation of the Section P3 Agreement (including Section Technical Provisions), Tolling Services Agreement, and MDTA Financing Documents and associated drop-down agreements (D&C, and Contracts and MSA), and commitments required to submit a Committed Section Proposal.
 <p>Finance</p>	Activities required for the development of the Financing Plan, investment grade ratings, lender and equity commitments, and financial model, including key milestones through to delivery of the model.
 <p>Diversity & Workforce Development</p>	Activities required for the implementation of a comprehensive small business and Workforce Development Program to empower economic growth through "Opportunity MDOT" including development and execution of a Community Benefits Agreement and local/disadvantaged workforce development plan, including On-the-Job (OJT), internship, apprenticeship and mentoring programs, and a Project Labor Agreement; opportunities for inclusion through the execution of Phase-aligned DBE Participation Plans, development and execution of a development of a community-based workforce and business-focused training partner network; development of the Opportunity MDOT App; establishment of a Diversity Board comprised of key community stakeholders; and implementation of a robust compliance monitoring and reporting system.

Our Predevelopment Work approach recognizes the multi-disciplinary nature of the Committed Section Proposal and all workstreams will progress in an integrated, iterative, and concurrent way. More specifically, AM Partners will undertake all key de-risking activities (see *Section 1.3*) in parallel with the D&C Procurement process and will stage internal milestones to synchronize both processes for all of Phase South.

A summary Predevelopment Work and Section D&C Work Schedule is included on the following page as **Figure 9**. A full draft of the Predevelopment Work and Section D&C Work Schedule for Phase South is provided in *Appendix 3.2(a).5*.

3.2.1. D&C PROCUREMENT

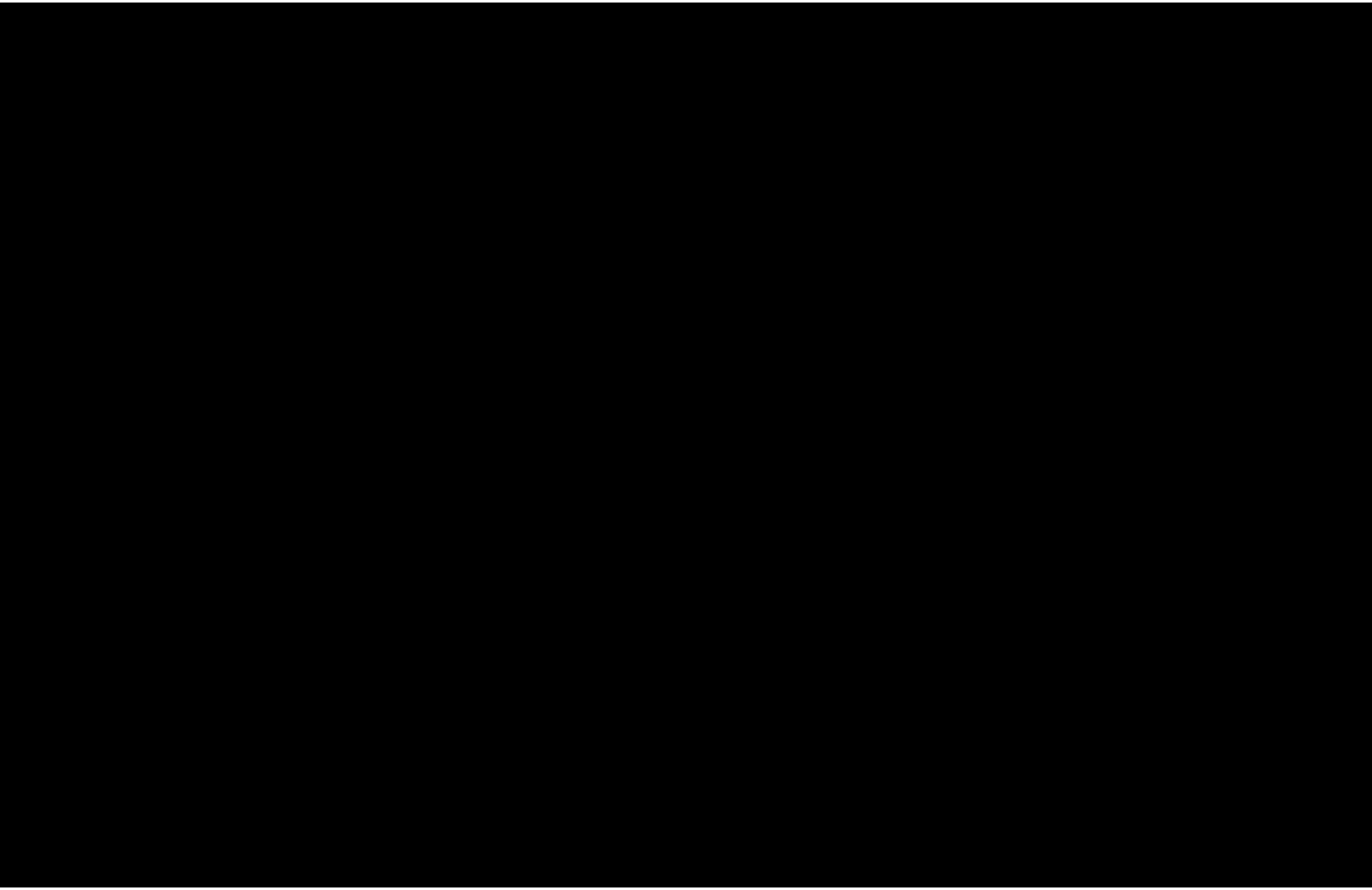
During the Predevelopment Work Stage, AM Partners will work on the full Phase South as one integrated Section, but the finalization of the D&C solution that is intended to be procured through a competitive procurement may be based on one or more D&C packages. This approach will maximize flexibility and mitigate procurement risk by right-sizing the D&C scope for each package and ensuring maximum competition. From our initial market sounding with potential D&C Contractors, there is strong market appetite for the Project delivered through two packages. Please see *Appendix 3.2(a).4* for Letters of Interest from interested Tier-1 D&C Contractors.

The selection process will start with issuance of a Request for Qualification, which AM Partners has already substantially progressed, to be provided to the D&C Contractors who have already expressed interest to our team, and advertised to the broader market. The RFQ will filter the market response to ensure that only contractors capable of meeting AM Partners' and the State's goals and requirements are shortlisted.

The shortlist will be announced shortly after the Effective Date and bidders will be provided access to reference documents, including design charette, 3D design files, and existing de-risking activities results ahead of the issuance of the Request for Proposal.

AM Partners will develop a draft D&C Contract Term Sheet and Technical Provisions vetted by MDOT, and issued to all bidders as part of the first draft of the RFP documentation. The RFP will be structured to allow the D&C bidders to sufficiently progress the design and engineering of the D&C package to commit to a fixed-price, lump sum, date-certain D&C contract, with criteria weighting in line with the MDOT goals for the Project.

Upon selection of D&C Contractor(s), we will collaboratively incorporate its committed D&C proposal into the Committed Section Proposal and incorporate them into our D&C workstreams and all relevant TWG.



4. QUALITY ASSURANCE & QUALITY CONTROL

4.1. APPROACH TO PROVIDING QUALITY ASSURANCE OF THE PREDEVELOPMENT WORK

As part of the Predevelopment Work, AM Partners will develop and implement a system that ensures quality and compliance for all Predevelopment Work activities, and in addition complies with the requirements of ISO 9001 and ISO 14001. AM Partners' quality program will be led by our Quality Manager, within the Phase Developer.

AM Partners has identified four potential Independent Quality Firms (IQF) with the requisite capabilities, experience, and capacity to fulfill the IQF role for Quality Assurance.

Upon notification of being the Selected Proposer, AM Partners will immediately engage in discussions with the potential IQF firms to evaluate proposals, select an IQF partner, and enter into a Services Agreement. During the Predevelopment Work Stage, the IQF work will mainly focus on establishing the Quality Management System (QMS), as developed and agreed by AM Partners and MDOT, and carrying out the requisite reviews for all Preliminary Section Design activities and any deliverables that will be submitted to MDOT. The IQF will assist AM Partners' internal quality resources, working in collaboration with MDOT, to develop the QMS for the Section Work, including identifying all procedures and staffing required that ensures quality and compliance with the agreement for all Section Work.

The QMS will allow MDOT and any government entities approved by MDOT real-time access to our QMS database, allowing for efficient audits and transparency.

4.2. APPROACH TO PROVIDING QUALITY CONTROL OF THE PREDEVELOPMENT WORK

AM Partners' Quality Control process will be carried out through a combined effort of internal technical experts, our designers, and consultants (including Bechtel), and those performing field work. Ahead of the Effective Date, we will create a

Quality Management Plan (QMP) for the Predevelopment Work and establish the QMS and Section QMP. A Safety Management Plan (SaMP) will be developed to reinforce Health, Safety, and Environmental compliance requirements and expectations.

The QMS will provide an assurance framework where those responsible for any technical review, test, or inspection will be nominated based on their experience in line with ISO 9001. To ensure compliance with the procedures we put in place, we will conduct routine internal audits with frequency reflective of the potential impact of any activity being audited, with the respective leads assigned responsibility for close out. All QMS audit frequencies, methodologies, findings and progress on actions arising will be shared with MDOT.

The QMP will include an established Design Quality Management Plan (DQMP), which will be in place from day one. Our designers have an established DQMP in place and have been following its procedures throughout the RFP design work completed to-date. This same DQMP will be reviewed and re-issued for the Predevelopment Work and will cover the QC expectations to be followed for the design work and by any consultants who are performing field work. All Preliminary Section Design Work will be subject to a rigorous QC process prior to being submitted for review to the IQF, and eventually, MDOT.

The inputs to the DQMP will include the record information requirements, the MDOT and Section master deliverables requirements (noting these may evolve), stakeholder requirements, O&M and tolling requirements, and supply chain information requirements. The control, inspection, certification and audit of information flow under the DQMP is based on a Plan-Do-Check-Act (PDCA) framework, shown in **Figure 10**. The PDCA process involves documenting and reviewing, responsibilities, and procedures to achieve QC and to manage quality checks, including interdisciplinary reviews to ensure coordination across different design disciplines.

The PDCA model contains multiple scalable elements with varying levels of risk assessment, check, certification (including

Figure 10 // PDCA Framework



independent checks where necessary for high risk design works) and audit supported by quality resources and tools.

The DQMP will establish the use of the collaboration tool for flow of information and how it will be controlled (e.g., coordination of “work in progress” between coordinated multidisciplinary 3D models and how supply chain information is adopted), reviewed and approved between the parties.

At the Phase Developer level, AM Partners will proactively engage in the QC process by taking an active role in the creation, continuous updating, and enforcement of the Predevelopment Work QMP. This participation will come in the form of active engagement in the recurring TWG meetings, over the shoulder reviews, and constructability reviews. We will proactively work with the IQF and MDOT during these reviews as well to take on board comments and critiques as the design is progressed. This engagement will aid in deliverable reviews by MDOT and provide insight into the considerations that form the basis of design. This method was previously used by Dewberry on MDOT’s Intercounty Connector projects D&E, and it has proven to be effective since the reviewers can participate in the design process and gain a thorough understanding of how the design was developed.

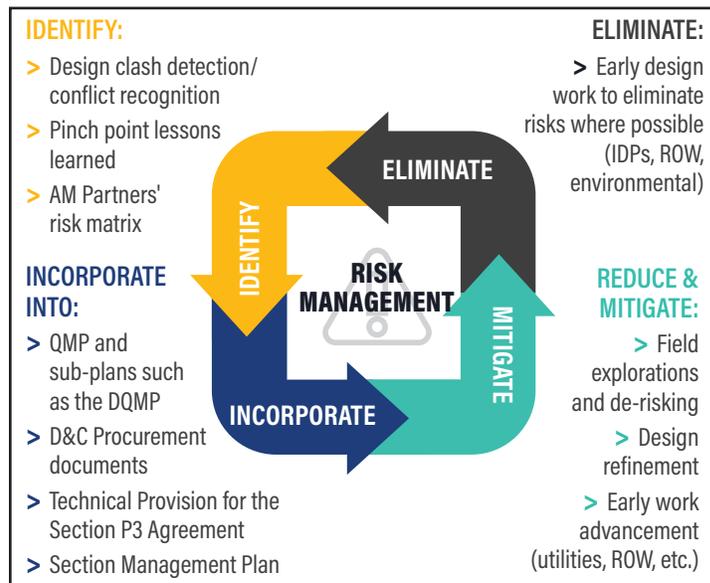
As Preliminary Design Deliverables are completed by the Designers and certified by design leads, our DQMP leverages a second set of eyes at the Developer level, led by our Quality Manager. Our Quality Manager will lead our in-house technical team to initiate a QA review for deliverables ahead of submission to the IQF, to ensure the documents are ready for issuance to MDOT. For critical and high-risk design packages such as ITS, structures and pavement designs and details, AM Partners will also leverage external QA/QC expertise through Bechtel. This additional check will be to confirm that the quality process has been followed as well as spot checking the plans for various elements such as legibility and compliance with project requirements. If the plans are found to be compliant with the contractual requirements and the DQMP, and any comments from the IQF have been addressed, the Quality Manager will sign-off on the plans and they will be issued to MDOT for their review.

During the D&C Procurement process(es), we will provide bridging documents to the D&C bidders. We will then update the D&C Procurement documentation through the issuance of addenda as design details are advanced or more information becomes available through the execution of the Predevelopment Work.

4.3 RISK MANAGEMENT

AM Partners approach to risk management is based on a four-step approach, as illustrated in **Figure 11**.

Figure 11 // Four-Step Risk Management Approach



AM Partners created a detailed risk register identifying all the key Project risks for all local stakeholders, some of which are outlined in *Section 1.2* and *1.3* of this response. During the Predevelopment Work Stage, we will hold a series of risk management workshops with MDOT and other relevant stakeholders to jointly update this risk register and ensure that all relevant risks continue to be identified and that their elimination/minimization is a core focus of the Predevelopment Work. The risk register is a living document and will be continuously updated during the Predevelopment Work Stage. We will use the risk register as a tool to track our progress and help us plan our de-risking activities by identifying critical areas of focus as detailed in *Section 1.2*.

To inform the Risk Register, we will conduct extensive risk modeling analysis to better understand current and future Project risks/shocks. These stressors may include impacts on air, noise, water, pollution, hazardous waste, historical monuments, aesthetic value, transportation equity, and community concerns and can help us enhance resiliency and provide protection measures.

The most critical part of the de-risking process is the translation and communication of the knowledge gained from the Predevelopment Work into the Section Technical Provisions. We will use the project risk register to track the outcome of the de-risking activities and work with MDOT to ensure that the Section Technical Provisions appropriately reflect such findings.

5. PHASE 1 CONSISTENCY AND INTEROPERABILITY

Consistency and interoperability will play a vital role in a successful outcome for the State and for the customers who live and commute through the corridor. We will provide a solution that has consistent design across Phase 1 and a single operator,

with a unified technology ecosystem and processes to maximize consistency and interoperability, that includes with Transurban's adjacent PML network.

Transurban has successfully developed, defined, procured, and commissioned 160 lane-miles of contiguous PML segments and projects, subsequently integrated into a cohesive network with consistent operations and customer experience. Transurban is an operator with a vested interest in the long-term quality and performance of its network. In its dual capacity as developer and operator, Transurban will leverage delivery lessons learned and leverage a proven operating to ensure seamless service commencement and operational readiness from day one. This includes a set of key functional requirements that has been inserted in AM Partners' design and will be included in the D&C bidders' D&C solution to ensure the Project reflects our long-term approach. We will extend this approach to the GP Lanes for general O&M for consistent high level of services for all travelers.

5.1. CONSIDERATIONS DURING PREDEVELOPMENT WORK AND SECTION D&C STAGES

During the Predevelopment Work and Section D&C Work Stage, AM Partners will implement a development and delivery framework applicable to each Section that will promote consistency in terms of design, construction phasing, O&M, tolling and customer experience, as well as interoperability of Phase South with Phase North, future Phases of the P3 Program, and adjacent projects such as I-495 NEXT, which our team is uniquely situated to ensure interoperability. AM Partners' O&M and Tolling scope will be provided by Transurban under an MSA with AM Partners and will provide consistency to achieve the long-term performance requirements through a unified O&M regime, a single interface point and further facilitating interoperability.

Designing for consistency and interoperability will be a key goal from day one. During the Predevelopment Work Stage, our team's approach to creating consistency in the Phase operations will be based on a Concept of Operations plan that will be developed by Transurban and will detail the O&M and customer experience regimes consistent with the Technical Provisions and the State's goals and objectives for the Project. The plan will be based on Transurban's global expertise operating PML Systems and locally developed best practices. The Concept of Operations plan and associated business rules will be applied across all Phase 1, allowing for consistent and optimized operating framework and level of service across the Phase.

The Concept of Operations Plan and resulting operating platform will be based on the following pillars:

This document will be incorporated into the D&C Procurement documentation, which will seek to establish a tight feedback loop between the D&C bidders and AM Partners. During the

BOS PLATFORM

A single BOS platform, Transurban's nBOS, will be leveraged across the Project. This will allow simplified tolling and trip construction across the Phase, a single interface with MDTA, lower cost to deploy and operate, and a single set of business rules that will reduce potential errors. A single Dynamic Pricing service will be deployed across segments allowing for optimization of pricing/congestion management.

ETTMS/DIGITAL TWIN

A single platform allows for an integrated view of the corridor and creates improved congestion relief across the Project network. In addition to accessing data from the PML, the ETTMS/Digital Twin platform in conjunction with Dynamic Pricing will be able to ingest data from other traffic management sources and third parties to optimize travel on the PML.

API-BASED ARCHITECTURE

By creating an ecosystem based on an API architecture, AM Partners allows for greater flexibility and ability to more easily integrate with new technologies and third parties to reduce maintenance and increase interoperability across segments (should new/emerging technologies and/or new requirements be made).

D&C Procurement, AM Partners will hold multiple meetings between Transurban's O&M team and the D&C bidders to ensure the design developed by bidders aligns with the O&M plan. The plan will for example, coordinate signage in the PMLs between I-495 NEXT and Phase South, which will ensure a consistent experience for customers interpreting signs relating to wayfinding, toll policy, and other dynamic messaging items and will help reduce maintenance costs by standardizing signs along the corridor. This value proposition is unique to our team as Transurban is the only party that will be able to provide a seamless interface into the 495 Express Lanes.

AM Partners will also work with the State during the Predevelopment Work Stage to develop key requirements for a Digital Dashboard that will be implemented during the Section O&M Stage and will provide for a 'single-pane of glass' view into short- and long-term performance objectives. This Digital Dashboard will take data from our Digital Twin system and will highlight key performance metrics and activities such that AM Partners, MDOT, and MDTA will all have access to the information necessary to achieve long-term performance goals and delivery of an optimized O&M function. Please reference *Appendix 3.2(a).6.* for an illustrative dashboard.

5.2. SECTION D&C WORK STAGE CONSIDERATIONS

During the Section D&C Work Stage, we will rely on our quality control program outlined in *Section 4* to ensure that construction exceeds the O&M specifications and high quality implementation of our requirements, features, and interfaces. To provide for an easy handoff between the Section D&C Work and Section O&M Work Stages and to ensure that the asset condition is well documented at completion of the Section,

AM Partners will use a 3D design file platform that will form the foundation data set for the Digital Twin. This data will be complemented by LiDAR and photogrammetry scans at key milestones, and deployment of IoT sensors for critical aspects of the infrastructure. The base data populated into the Digital Twin will be augmented during the Section O&M Work Stage to create a living digital representation of the asset, which will ensure that timely interventions are made to preserve the asset condition and achieve long-term O&M performance goals.

5.3. SECTION O&M WORK STAGE CONSIDERATIONS

During the Section O&M Work Stage, Transurban will implement the Concept of Operations Plan along with our nBOS and API ecosystems to operate across the Project under a unified network philosophy. This will leverage the same governance, KPIs, processes, and platforms to provide a consistent solution across Phase 1 and ensure interoperability with adjacent future P3 Program Phases and other projects. The Digital Twin will assist with maintenance planning to ensure timely and quality O&M interventions through its ability to model the asset conditions leading to an optimization of preventative and major maintenance, with a goal to minimize corrective maintenance.

The digital twin will support 10-15% savings in direct costs of maintenance and indirect costs related to congestion caused by lane closures or speed reduction. By reducing the number of times our O&M crews need to be physically on the asset, we will improve safety and customer satisfaction.

The data used by the Digital Twin will be leveraged by the Digital Dashboard to create a mechanism that provides transparent and near real-time management of the performance objectives.

6. ORGANIZATIONAL STRUCTURE

AM Partners will leverage both world-class and local resources of its team members based on the best available personnel. We have designed our leadership team to provide continuity across each Project Stage. Each of the Key Personnel identified during the RFQ Stage was sourced from the Lead Developer, will continue to be intimately involved on the Project, and will continue throughout the Predevelopment Work Stage and during the delivery of each Section. While the leadership responsibilities may shift across Project Stages, our approach provides continuity in our key individuals and among AM Partners' members throughout each Project Stage. Continuity is an essential element AM Partners' delivery approach.

6.1. KEY PERSONNEL, ORGANIZATION, AND RESPONSIBILITIES

With 90% of our team living in the Project area, AM Partners sourced its four key personnel based on their experience with transportation, including the \$2.1B Elizabeth River Tunnels project and Transurban's network of regional PML projects such as I-495 NEXT, I-495, I-395 and I-95. Our organizational structure for the Predevelopment Work Stage—relying on defined workstreams with clear objectives, roles, and responsibilities—is shown in **Figures 12 and 13** on the following pages. Resumes for all named personnel, provided in *Appendix 3.2(a).7*, outline the breadth of experience, local relevance, and diversity that are core to AM Partners' value.

The Developer team established during the RFQ Stage remains the same. We continue to grow our team so each discipline is sufficiently staffed with experts. In doing so, we have been thoughtful and systematic to continue evolving the team through each Project Stage—ensuring continuity and the ability to build on Project knowledge and existing relationships.

Through its reporting framework, we established clear lines of communication throughout the team, both horizontally and vertically, facilitated through regular scheduled face-to-face meetings or conducted virtually if required, as presented in the table below:

MEETING	FREQUENCY	STAKEHOLDERS	PURPOSE
Phase Developer Board	Bi-Weekly	<ul style="list-style-type: none"> > Members of the Board > Phase Developer PM > Deputy PM 	<ul style="list-style-type: none"> > Escalation of key issues > Strategic guidance and advice > Approve critical deliverables and overall decision making
Project Managers	Twice Weekly	<ul style="list-style-type: none"> > Phase Developer PM > Deputy PM 	<ul style="list-style-type: none"> > Make key decisions > Discuss and resolve key issues > Collaboration and partnering with MDOT
Cross-Workstream Collaboration Meetings	Bi-Weekly	<ul style="list-style-type: none"> > Phase Developer PM > Deputy PM > Workstream leads 	<ul style="list-style-type: none"> > Discuss issues affecting multiple workstreams and scopes > Project management
Workstream Collaboration Meetings	Weekly	<ul style="list-style-type: none"> > Workstream leads > Consultants > Phase Developer PM > Deputy PM 	<ul style="list-style-type: none"> > Progress updates of the Predevelopment Work > Discuss and review key deliverables > Project management

These horizontal and cross-functional lines of communication have been designed to facilitate maximum collaboration and innovation amongst all members of the team to develop comprehensive solutions that will maximize value to the State.

Figure 12 // AM Partners' Predevelopment Phase Organizational Chart

LEGEND

🔑 KEY PERSONNEL

* EXHIBIT 6 PERSONNEL

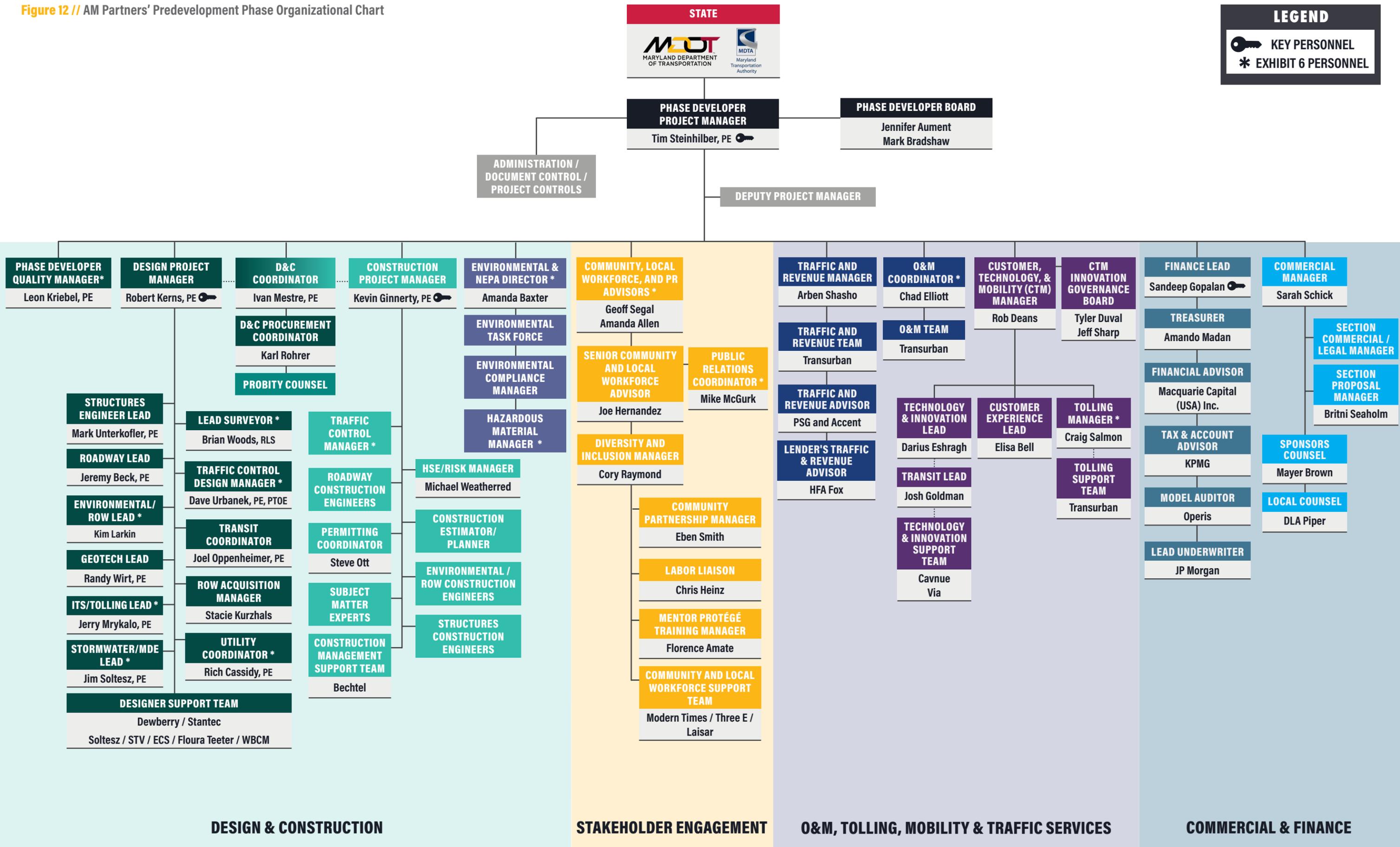


Figure 13 // AM Partners' Workstreams

	WORKSTREAM	LEAD(S)	PRIMARY RESPONSIBILITIES DURING THE PREDEVELOPMENT WORK STAGE
MANAGEMENT	Phase Developer Project Manager	Tim Steinhilber, PE, Phase Developer Project Manager	<ul style="list-style-type: none"> Single point of responsibility and contact to MDOT for all obligations under the Phase P3 Agreement Empowered to commit resources to ensure the Project is completed and operated on schedule with focus on stakeholders needing early engagement, customer service, and minimizing impacts to the community Empowered to engage in trade-off discussions with MDOT, including with respect to the Upfront Payment
	Phase Developer Board	Jennifer Aument, Mark Bradshaw, Phase Developer Board Members	<ul style="list-style-type: none"> Comprised of senior executives from each Equity Member of the Phase Developer to provide guidance on the development of the Committed Section Proposal and ensure appropriate governance, including regarding the management of conflict or issues that may arise within the Phase Developer
	Design	Robert Kerns, AM Partners' Design Project Manager	<ul style="list-style-type: none"> Development of AM Partners' Design during the Predevelopment Work Phase Oversee the design activities performed by our Designer, Dewberry and Stantec Drive Designer de-risking activities and advancing the technical documents to be used for the D&C Procurement
	Construction	Kevin Ginnerty, AM Partners' Construction Project Manager	<ul style="list-style-type: none"> Development of construction guidance to design development and project de-risking Oversee the numerous interfaces between design and construction team members Ensure compliance with current contract document and responsible for budget and schedule management
	Section D&C Procurement	Karl Rohrer, D&C Procurement Coordinator	<ul style="list-style-type: none"> Coordination and management of the D&C Procurement Prepares the procurement documents and manages the D&C RFQ and RFP processes
TECHNICAL WORKSTREAMS	Health, Safety, and Environmental	Amanda Baxter, Environmental & NEPA Director	<ul style="list-style-type: none"> Coordination with MDOT in the development of the environmental approval and finalization approach
	Technology and Innovation	Tyler Duvall, CTM Innovation Governance Board	<ul style="list-style-type: none"> Lead development of the DMP supporting the digitization of the corridor, including advanced construction technologies, improved tolling and traffic management capabilities, and the introduction of a digital twin to improve asset management and active roadway management to accelerate and enhance the introduction of CAV Will drive integration across teams and with Maryland stakeholders (including MDTA and MDOT) to ensure that tolling, ITS, and other systems infrastructure is appropriately designed and interoperable and that proposed data sharing format allows for correct detail and formats
	Transit	Josh Goldman, Transit Lead	<ul style="list-style-type: none"> Development of a Regional Transit Working group to integrate transit initiatives, including microtransit, throughout the D&C process Monitor compliance, progress, and completion of transit activities Coordinate with MDOT to host transit planning roundtables Solicit and implement transit stakeholder feedback
	O&M	Chad Elliott, O&M Coordinator	<ul style="list-style-type: none"> Develop Phase and Section O&M plan Provide input into D&C Procurement and design process to optimize design from O&M perspective Work with MDOT to complete open book pricing process
	Tolling Operation and ITS	Rob Deans, CTM Manager	<ul style="list-style-type: none"> Develop Concept of Operations Plan and tolling strategy Integrate with D&C team to ensure that tolling system infrastructure is appropriately designed Work with MDTA/MDOT to ensure that ETTMS and ITS have appropriate degree of interoperability and that proposed data sharing format allows for correct detail and format Work through open book pricing process with MDOT to finalize cost
	Traffic & Revenue (T&R)	Arben Shasho, T&R Manager	<ul style="list-style-type: none"> Principal contact point for T&R activities Leads T&R efforts to refine the current base case, minimize risks, and manage the network model Provides support and advice to generate certainty on T&R forecast and Tolling System Algorithm set up Coordinates with Lender Traffic Advisor study and TIFIA/Rating Agencies process
	Community, Local Workforce, and Communication	Geoff Segal, Community, Local Workforce Lead Amanda Allen, Communication Lead	<ul style="list-style-type: none"> Lead all AM Partners Community and Local Workforce initiatives (e.g., internships, training, apprenticeships, and education programs) Ensure community and stakeholder outreach, education and marketing campaigns are executed to keep community informed on Project status and opportunities Ensure compliance with diversity goals through Opportunity MDOT and through Project Leadership Oversee the development and implementation of our WDP and DBE Performance Plan Ensure execution of Community Benefits Agreement, Project Labor Agreement, and Memorandum of Understandings with community partners Coordinate with full suite of Community, Local Workforce, and PR advisors
NON-TECHNICAL WORKSTREAMS	Commercial and Legal	Sarah Schick, Commercial Manager	<ul style="list-style-type: none"> Phase Developer's main point of contact regarding commercial issues that arise during the Predevelopment Work Phase Provide oversight on key procurement processes and negotiation of drop-down agreement Responsible for the negotiation of agreements with MDOT, MDTA, contractors, and other parties necessary to complete the Predevelopment Work and Section Work
	Finance	Sandeep Gopalan, Finance Lead	<ul style="list-style-type: none"> Development of Phase South Financing Plan and updates to MDOT Update Financial Model that will be used to test key decisions and identify capital structure that maximizes value to MDOT Managing TIFIA and PABs Application process with USDOT and Build America Bureau from initial engagement to final approval Engage with Lenders, Underwriters, and credit rating agencies to ensure raising competitive funding from PABs, Taxable Bonds, and Private Placement, as needed Manage advisors such as financial, tax, and accounting

DEFINITIONS AND ABBREVIATIONS

Term	Meaning
Accelerate Maryland Partners	Accelerate Maryland Partners LLC
AM Partners	Accelerate Maryland Partners or the Proposer
ADA	Americans with Disability Act
ALB	American Legion Bridge
ARDS	Alternatives Retained for Detailed Study
CAV	Connected Autonomous Vehicle
D&C	Design and Construction
D&C Work	As defined in the Section P3 Agreement Term Sheet
DQMP	Design Quality Management Plan
DBE	Disadvantaged Business Enterprise as defined in the ITP
DEIS	Draft Environmental Impact Study
DMP	Digital Master Plan
EA	Environmental Assessment
EDMS	Electronic Data Management System
Effective Date	The date that MDOT, MDTA, and the Phase Developer sign the Phase P3 Agreement following the satisfaction or waiver of all conditions precedent of this agreement
EIS	Environmental Impact Study
Equity Member	Transurban and Macquarie
ETTMS	Electronic Toll and Traffic Management System
FEIS	Final Environmental Impact Study
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
Financial Close	As defined in the Section P3 Agreement Term Sheet
Financial Proposal	The part of the Proposal described in Appendix 5 (Financial Proposal Instructions) of the ITP
GIS	Geographic Information System
IAWG	Intragency Working Group
IDP	Innovative Dialogue Process
IQF	Independent Quality Firm
IAPA	Interstate Access Point Approval
ITP	Volume I - Instructions to Proposers of the Request for Proposals for Phase 1 of the I-495 & I-270 Public-Private Partnership Program through a Phase Public-Private Partnership Agreement
ITS	Intelligent Transportation System
JPA	Joint Permit Application
JPM	JPMorgan Chase & Co.
Key Personnel	AM Partners' Phase Developer Project Manager, Construction Project Manager, Design Project Manager, and Finance Lead
KPI	Key Performance Indicators
Lead Contractor	Transurban and Macquarie
LOD	Limit of Disturbance
LOI	Letter of Interest
LOS	Level of Service
Macquarie	Macquarie Infrastructure Developments LLC
Macquarie Capital	Macquarie Capital (USA) Inc., AM Partners' Financial Advisor
MOT	Maintenance of Traffic
MDE	Maryland Department of Environment
MDOT	Maryland Department of Transportation, a principal department of the State including the State Highway Administration
MDOT SHA	MDOT State Highway Administration
MDTA	Maryland Transportation Authority, an agency of the State

Term	Meaning
M-NCPPC	Maryland National Capital Parks and Planning Commission
MSA	Master Service Agreement
NEPA	National Environmental Policy Act of 1969, a federal environmental law that established processes to evaluate the need and benefits of a federal action and potential environmental impacts arising from the action.
NPS	National Park Service
NB	Northbound
OJT	On the Job Training
O&M	Operations and Maintenance
Opportunity MDOT	The comprehensive, innovative program to empower its citizens for economic growth established by MDOT and as defined in the ITP
PDCA	Plan-Do-Check-Act
P3 Program	I-495 & I-270 Public-Private Partnership Program as defined in the ITP
PABs	Private Activity Bonds
Phase Developer	Accelerate Maryland Partners LLC
Phase North	The limits of the I-270 Pre-NEPA Activities extend along I-270 from I-370 to I-70.
PLA	Project Labor Agreement
PML	Priced Managed Lanes, being the toll lanes and the associated entry and exit ramps within the ROW that are separated from the adjacent GP Lanes
Predevelopment Work	As defined in the Phase P3 Agreement
Predevelopment Work Stage	The period starting from the Effective Date to the Financial Close of the last Section of the Project
Preferred Proposer	The Proposer selected to become the Phase Developer by MDOT
Project	Phase 1 of the Phase 1 of the I-495 & I-270 P3 Program
Project Stages	The Predevelopment Work Stage and the Section Work Stage for each Section of the Project
QA	Quality Assurance
QC	Quality Control
QMS	Quality Management System
RFP	Request for Proposal
RFP Stage	The period starting from 24 July 2020 up to the selection of the Preferred Proposer
RFQ	Request for Proposal
ROD	Record of Decision
ROW	Right-of-Way
RID	Reference Information Documents
Section D&C bidders	Design & Construction contractors that will participate to the competitive procurement managed by AM Partners to become the D&C Contractor for a Section
Section D&C Contractor	The D&C Contractor as defined in the Phase P3 Agreement for a particular Section
Section Work	As defined in the Phase P3 Agreement
Section Work Stage	The period starting from Financial Close of the Section P3 Agreement for a Section until expiry of the term for this Agreement, which will cover the design, construction, operations, and maintenance stages of each Section
SPUI	Single-point Urban Interchange
SB	Southbound
SHA	State Highway Administration
State	The State of Maryland, acting by and through MDTA and MDOT
SUE	Subsurface Utility Engineering
SWM	Stormwater Management
T&R	Traffic and Revenue
TIFIA	Transportation Infrastructure Finance and Innovation Act
TSM	Transportation System Management

Term	Meaning
Toll Systems Integrator	Any entity that may be engaged by a Section Developer to take primary responsibility for the design, construction, integration, supply, or testing of the toll system for the relevant section of Phase 1; this entity may be the same as the Toll Systems Operator
Toll Systems Operator	Any entity that may be engaged by a Section Developer to take primary responsibility for the operation or maintenance of the toll system for the relevant section of Phase 1; this entity may be the same as the Toll Systems Integrator
Transurban	Transurban (USA) Operations Inc.
TWG	the Technical Working Group convened by MDOT with local and regional transit providers and stakeholders to collaboratively identify opportunities to enhance transit services on the P3 Program and create an interconnected transit/highway system in the National Capital Region
QMP	Quality Management Plan
USACE	US Army Corps of Engineers
USDOT	US Department of Transportation
Via	Via Transportation, Inc., or the applicable subsidiary thereof
WDP	Workforce Development Plan
WMATA	Metropolitan Washington Council of Governments, Washington Area Metropolitan Transit Authority

Other than the terms defined in the above table, all terms and abbreviations used in AM Partners' response have the meaning given to these terms and abbreviations in the Instruction to Proposers, the Phase P3 Agreement or the Section P3 Agreement Term Sheet.



APPENDIX 3.2(a).3.

DIGITAL MASTER PLAN

AM PARTNERS' PLAN TO DELIVER THE WORLD'S FIRST FULLY DIGITIZED ROADWAY

AM Partners is committed to delivering the world's first fully digitized roadway. This digital roadway solution will support AM Partners' commitment to go above and beyond in our effort to deliver a innovative solution and achieve MDOT's Project objectives.

Specifically, we will push the boundary to achieve new levels of road user experience, safety, traffic throughput, sustainability, transit accessibility, efficiency, and minimization of impacts, such as emissions, noise, congestion. Furthermore, we will future-proof the Project by building the digital foundation needed to meet the needs of drivers from when the corridor opens through the life of the concession. We will also enable new and innovative ways to interact and travel the corridor, including in connected & automated vehicles (CAVs).

We recognize road owners and operators are facing increasing challenges to both identify and deploy advanced technologies to build, operate, and maintain their roadways. AM Partners has tailor-made our team to have the distinctive expertise needed to overcome these technological adoption barriers and deliver a innovative roadway. We have pushed the team's thinking by engaging our Digital Innovation Partner, Cavnue, and coupling a next generation mobility and technology approach with our experienced transportation practitioners.

Between Cavnue and Transurban, AM Partners is uniquely positioned to develop and deliver the successful implementation of a digital roadway. Cavnue was founded by Sidewalk Infrastructure Partners, LLC ("SIP"). SIP's investors include Alphabet Inc. (Google's parent company) and Ontario Teachers' Pension Plan, and the firm is focused on shaping the future of infrastructure and formed Cavnue to create the future of roadway technology. Transurban has been a leader in this space through its work in Australia including monitoring the structural health of the Gateway Bridge in Brisbane Australia, where we are feeding data from strain and vibration sensors into a Machine Learning model. Additionally, Transurban is optimizing equipment on roads, leveraging sensor data to reduce energy usage and improve maintenance by leveraging predictive insights.

To create a fully digitized roadway, we will develop a Digital Master Plan (DMP) – a holistic digital strategy – that will layout a roadmap for integrating the functional technology systems (i.e., maintenance, operations, tolling, transit & customer communications, and reporting & visualization) into a digital ecosystem. The fundamental tool for achieving this integration is a digital twin. This appendix will explain the DMP intent and development, the role of the digital twin, and the added value that the DMP and digital twin can enable, including the acceleration of CAVs.

1. THE DIGITAL MASTER PLAN IS A FULLY INTEGRATED, BUSINESS AND TECHNOLOGY PLAN

The DMP will be the foundational strategy to create the world's first fully digitized roadway. It is a fully integrated business and technology plan detailing the core principles, cost benefit analysis, governance structure & workforce strategy, risk management plan, overall deployment sequence, user requirements, system design, and integration and procurement strategy (e.g., partners and sub-contractors) for the Project. It will be developed during the PDA phase and will detail the interoperability of all the functional systems of the roadway into a holistic, digital ecosystem. It will also support the mapping of necessary technology skills and talent to specific job requirements to ensure the advanced workforce that will be needed is available and prepared.

The DMP will include a series of "future-proofing" scenarios that will be refreshed on a regular basis throughout the lifecycle of the Project to ensure continued modernization of the roadway's core technologies and the realization of digitally enabled benefits, including the accelerated and safe operation of CAV. We call this continuous modernization process the "innovation journey."

To manage the DMP's innovation journey, we will create an Customer, Technology and Mobility (CTM) Innovation Governance Board with representatives from the Phase Developer, and representatives of our technology partners as required. This group will be established during the Predevelopment Work Stage and exist throughout the life of the Project and will work in partnership with MDOT to define the innovation journey. It will set the overall direction of the DMP and review performance, evaluate platforms, and assess emerging technologies.

A central, digital perspective of the Project and guide for the innovation journey will enable the provision of a consistent, interoperable solution across stages of work. It will also support coordination across all components of AM Partners' team. This perspective will be facilitated by the development of digital dashboards, supported by Esri, to coordinate internally within the AM Partners' team and externally with MDOT and the public, subject to MDOT's approval.

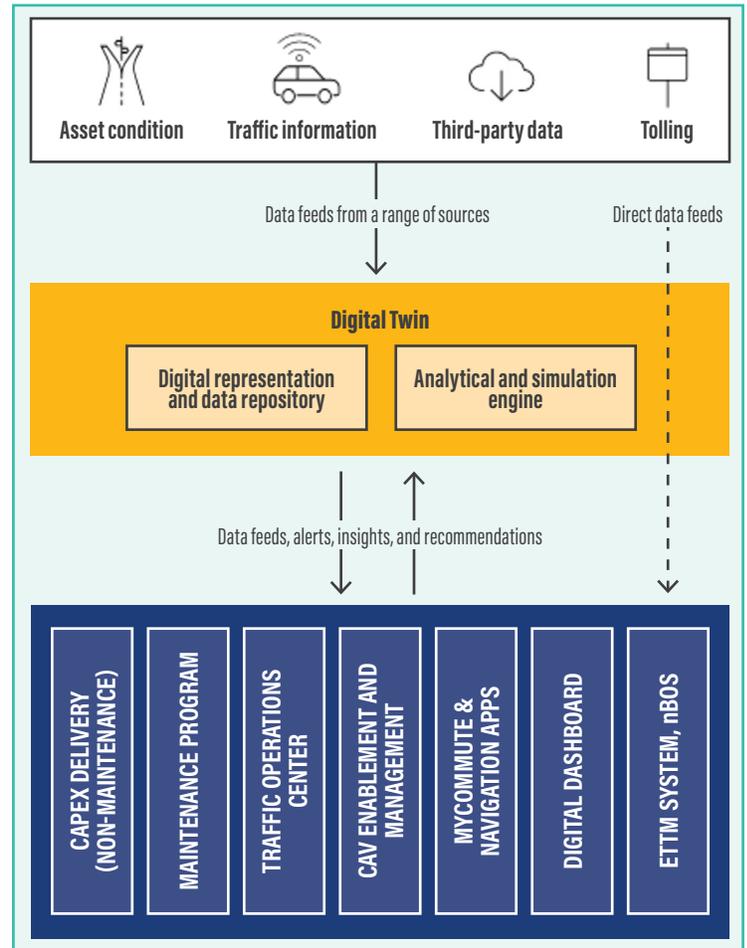
¹ SIP's investors include Alphabet Inc. (Google's parent company) and Ontario Teachers' Pension Plan, is focused on shaping the future of infrastructure and formed Cavnue to create the future of roadway technology

2. THE DIGITAL TWIN IS A FOUNDATIONAL INTEGRATION TOOL

The foundational integration tool of this ecosystem is the digital twin, a real-time digital representation of the road, with enormous potential to store, visualize, and analyze asset, traffic, third-party, and tolling data to feed insights and recommendations to the functional systems of the roadway.

The digital twin will take data in from a range of sources both during delivery and operations (e.g. construction plans, on-road sensors such as cameras, LiDAR, and CAVs) to evaluate asset conditions, manage traffic, inform the tolling strategy, populate our digital dashboards, and, where appropriate, share out to third-party platforms.

Historical and real-time data will be collected and stored in the digital twin, which serves as a central data repository with the capability to model a 3-D digital representation of the roadway and traffic conditions, and composition of interfacing data feeds through APIs. The digital twin will include an analytical and simulation engine that assesses data trends and changes to develop insights, alerts, predictions, and recommendations on a real-time basis to feed into the functional digital systems in order to enhance operations. This will utilize artificial intelligence and will be capable of running scenario analyses to develop recommendations for predictive activities and future corridor improvements.



3. THE DMP AND DIGITAL TWIN WILL ENABLE AM PARTNERS TO BRING ADDED VALUE TO THE PROJECT

The DMP and the digital twin will enable AM Partners to bring added value to the Project by driving faster, smarter, safer, and more efficient operating decisions. The most significant value enhancements include:

FUNCTIONAL SYSTEM	VALUE ENHANCEMENT	ROLE OF DIGITAL TWIN
Traffic operations	<p>Actively manage traffic throughout the corridor through real-time updates regarding the state of the asset and roadway conditions, recommendations to optimize routing and scheduling and predictive travel information for corridor users</p> <p>Alleviate congestion and ensure a reliable trip by improving times to identify and respond to incidents on the PMLs</p>	Utilize physical (e.g., dedicated lanes), digital (connectivity), and coordination (digital twin) interventions to accelerate and enhance automated vehicle operations
Digital dashboards	Deliver project certainty by increasing transparency and reporting to MDOT through a digital dashboard	Utilize the data repository and analytics engine to provide regular project updates and insights

FUNCTIONAL SYSTEM	VALUE ENHANCEMENT	ROLE OF DIGITAL TWIN
Maintenance program	Minimize the impact of the maintenance program by providing detailed asset-level insight and recommendation to extend the life of assets, resulting in decreases in lifecycle maintenance costs	Optimizing major and routine maintenance through detailed asset-level insights for pavement by monitoring roughness, leveraging visual machine learning, and ground-penetrating radar, structural health monitoring of bridges, and support predictive maintenance of all major assets
ETTM System, nBOS	Provide for an interoperable tolling solution that can integrate across platforms to provide a central repository and real-time data sharing Maximize value to MDOT by optimizing the dynamic pricing algorithm to increase the number of vehicles and significantly reduce HOV cheating	Use of best-in-class data aggregation and models to optimize dynamic pricing
CAV enablement	Alleviate congestion on the GPL by utilizing the PML for accelerated and enhanced CAV deployment, increasing throughput in dedicated CAV lanes	Utilize physical (e.g., dedicated lanes), digital (connectivity), and coordination (digital twin) interventions to accelerate and enhance automated vehicle operations
Regional transit	Support optimization of regional transit services through insights from the digital master plan that enhance the traffic management plan	Facilitate automated and coordinated transit solutions

4. ACCELERATING CAVS AND CONNECTED & AUTOMATED TRUCKS (CATS)

Society of Automotive Engineers (SAE) Levels 2 or 3 (L2/L3) vehicles with advanced driver assistance systems (ADAS) automation are increasingly a part of our highway landscape and will continue to become a greater share of new car sales nationally. Over the life of the project, it is expected that an increasing percentage of vehicles traveling along the corridor will operate fully autonomously (SAE Level 4+).

AM Partners commits to supporting the December 2020 Maryland CAV Strategic Framework, including public education and outreach, planning and policy, infrastructure, early deployment and testing, and workforce investments.

Our support will include:

- > **Public education and outreach** - As part of its overall community engagement efforts, AM Partners will include discussion regarding future CAV investments and potential benefits to communities.
- > **Planning and policy** - Through the DMP, AM Partners will incorporate the innovation journey of CAVs throughout planning of the corridor.
- > **Infrastructure** - AM Partners plans to invest in dedicated infrastructure to facilitate CAVs, including communications and asset management.
- > **Early deployment and testing** - AM Partners' DMP will make the corridor a premier real-world CAV testing facility not just in Maryland but across the country and accelerate key use cases including transit and freight. AM Partners will seek active opportunities for academic partnerships. It is also working closely with non-traditional partners, such as its close collaboration with digital innovation partner Cavnue.
- > **Workforce** - Development of the corridor offers to enhance existing workforce through partnerships on CAV deployments.



While the timeframes of SAE technology penetration are subject to uncertainty, AM Partners has partnered with Cavnu to incorporate CAV/CAT penetration into the DMP and help accelerate Maryland's CAV vision. Maryland's vision for CAV is "to uphold and enhance a **Safe, Efficient, and Equitable** transportation future by delivering collaborative and leading-edge CAV solutions." We will adopt Maryland's vision as our shared vision. We understand that the great promise for CAV technology needs to be combined with planning and collaboration to facilitate a structured introduction of these technologies. There are risks that such vehicles could introduce additional congestion or safety considerations during their introduction and operations in mixed traffic conditions.

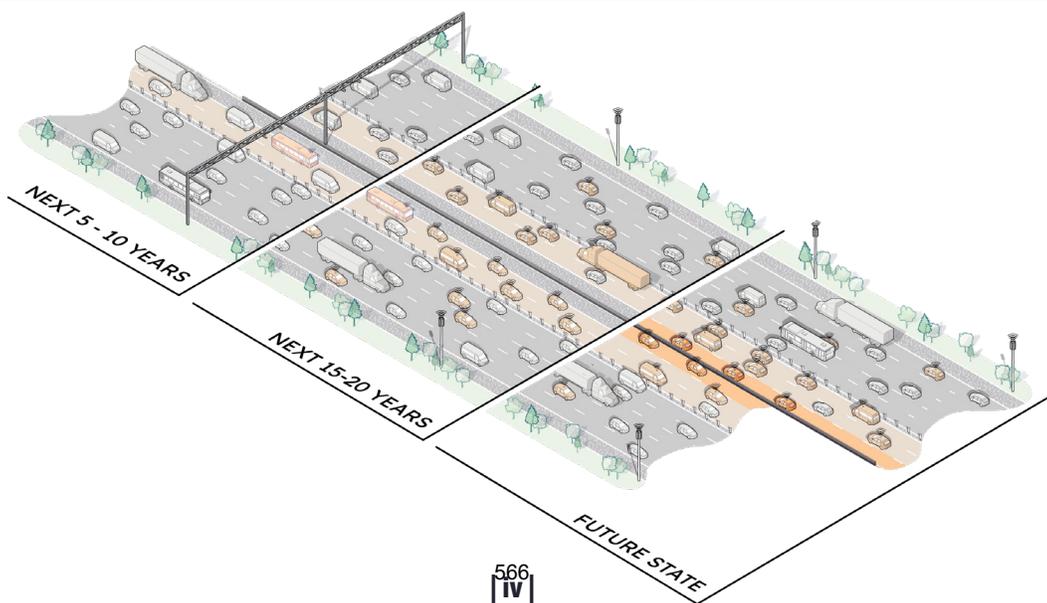
To manage the safe, efficient, and equitable planning and deployment of CAVs, AM Partners will work with Maryland Transit Authority (MDTA) and engage the Maryland CAV Working Group.

The robust digital ecosystem detailed in the DMP will serve as the digital backbone to communicate with CAVs and accelerate the scaled, efficient, and safe introduction of CAVs. AM Partners will incorporate CAV expansion and penetration into the innovation journey of the Digital Master Plan and identify a range of scenarios that can support the scaled and efficient adoption of connected and automated vehicles. An example illustrative timeline scenario through three key phases with a goal to fast track enhancements based on technology readiness and penetration are highlighted below:

STAGE	CAV DEPLOYMENT STAGE	AM PARTNERS' STRATEGY (IN COLLABORATION WITH MDOT)
NEXT 5-10 YEARS <i>Early CAV/CAT penetration & infrastructure technology</i>	<ul style="list-style-type: none"> > Early introduction of L2/L3 vehicles and early testing and deployment of L4+ vehicles - initially for high value use cases such as robotaxis and freight 	<ul style="list-style-type: none"> > Incorporation of improvements to Existing technologies such as gantries
NEXT 15-20 YEARS <i>Acceleration of CAV/CAT penetration & infrastructure technology - accommodation in express lanes</i>	<ul style="list-style-type: none"> > Significant penetration of L2/L3 vehicles and high-speed, low latency communications (e.g., 5G+) > Expansion of testing and deployments of L4+ vehicles - expanding fastest in high value use cases such as robotaxis and freight 	<ul style="list-style-type: none"> > Adoption of connected tolling technologies > Begin exploring new Priced Managed Lanes as capacity will be freed up through shoulder width modifications and restriping
FUTURE <i>Widespread CAV/CAT penetration & advanced infrastructure technology - expansion of express lane capacity utilizing collaboration between CAVs and infrastructure</i>	<ul style="list-style-type: none"> > Increasing penetration of L4+ vehicles across vehicle use cases > Ubiquitous next-generation communications penetration > Expansion of coordinated driving technologies 	<ul style="list-style-type: none"> > CAV/CAT capture rates in the Managed Lanes reach saturation (est. 5+ years after deployment) > In order to support the growth, AM Partners will provide and support MDOT with the road technology to support adoption in GP Lanes > Opportunity to also manage dedicated CAV/CAT GPLs as agreed upon

We have reviewed the December 2020 Maryland CAV Strategic Framework and commit to supporting this strategy. Particularly, we will engage in discussions around legal and regulatory barriers, work to include the Project in the list of designated testing sites for CAV technologies, and abide by Maryland's permitting (i.e., highly automated vehicle permits) and regulatory requirements. Additionally, we have a plan against each of the five pillars of the CAV framework.

In addition to partnering with public stakeholders, Cavnu has established an advisory committee of more than ten OEMs and AV companies - amongst the largest in the world including Argo, Arrival, BMW, Ford, General Motors, Honda, Toyota, TuSimple, and Waymo. This committee will advise on the development of infrastructure that can support this coming revolution and to align on standards for enhanced communications and operations.



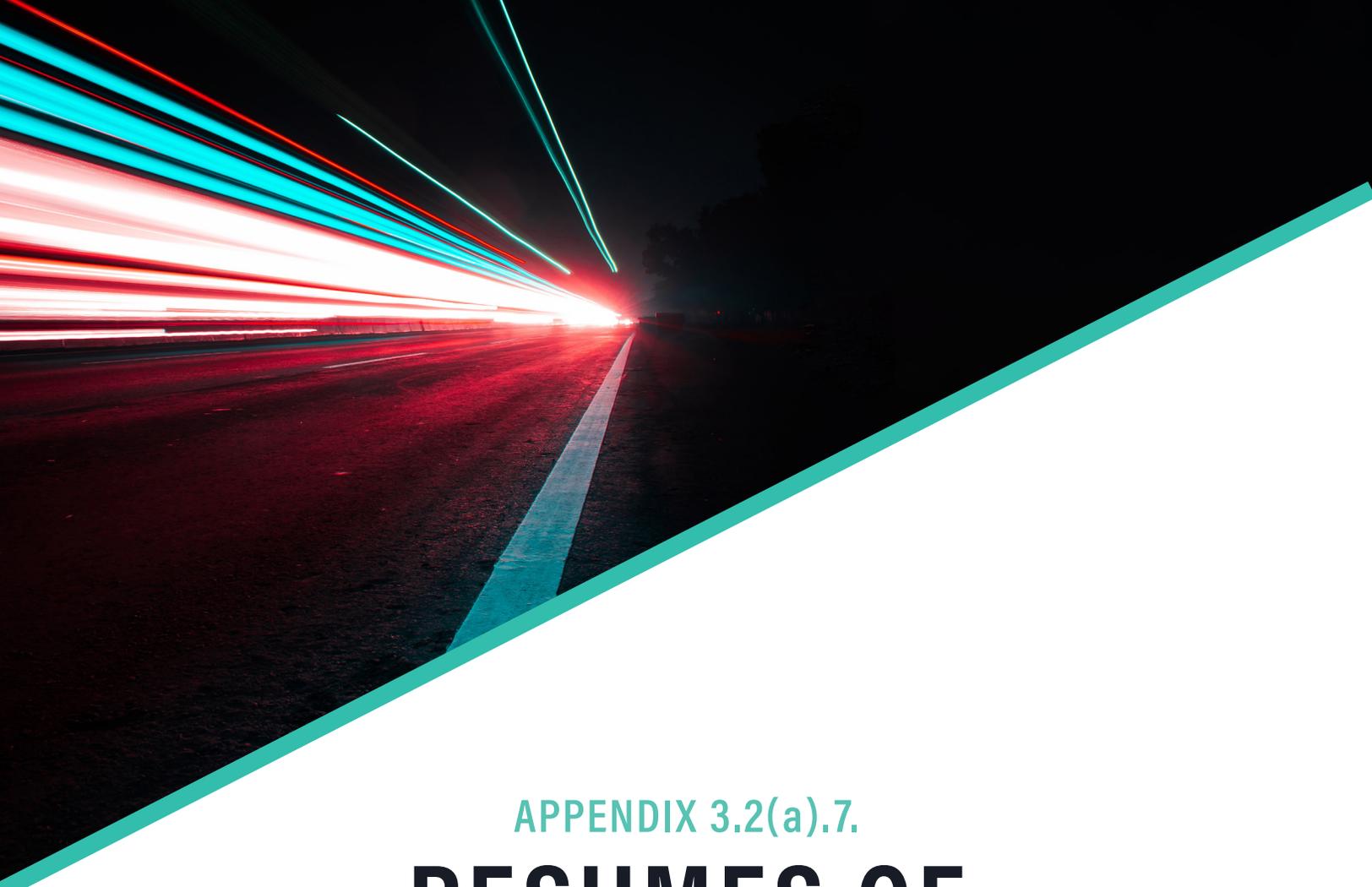


APPENDIX 3.2(a).5.

PREDEVELOPMENT WORK AND SECTION D&C WORK SCHEDULE

DASHBOARD RENDERING





APPENDIX 3.2(a).7.

**RESUMES OF
AM PARTNERS'
SENIOR PERSONNEL**

Amanda Allen | Community, Local Workforce, and PR Advisor

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (1 year)
- Government affairs experience (5+ years)

Role:

Community, Local Workforce, and PR Advisor

Education:

BS (Public Relations & Political Science), Towson University, 2014

Summary

Amanda Allen leads government and community affairs for Transurban, where she successfully creates and fosters important stakeholder relationships with both State and local elected officials and community, business, and civic associations. A key part of her role is to manage political risks and build local support for Transurban's projects and goals. The ability to apply the local voice to engagement and public affairs programs has made Transurban successful in driving strategies that benefit the greater community.

Prior to joining Transurban, Amanda served in the Executive Office of Maryland Governor Larry Hogan. As the assistant to the Governor, Amanda led special Governor-initiated projects including his year-long initiative as Chair of the National Governor's Association, focused on fixing America's crumbling infrastructure.

Her experience in State government serving as the liaison between the Governor's office and all of Maryland's counties and municipalities has led to meaningful relationships with local officials across the State. As the Governor's representative to the Maryland Association of Counties (MACo) and the Maryland Municipal League (MML), Amanda worked closely with past Presidents of MML, including Rockville Mayor Bridget Donnell Newton, Gaithersburg City Councilmember Ryan Spiegel, and MACo Board Member Montgomery County Executive Marc Elrich.

Amanda currently serves on the Towson University Alumni Association Board of Directors and is a lifelong Maryland resident living in Annapolis.

Select relevant project experience**– I-495 & I-270 P3 Program**

Amanda led the public outreach program to generate awareness of the P3 program, the benefits of the Project, and introduce Accelerate Maryland Partners to over 85 important community groups and stakeholders. Amanda designed this program by including communication strategies to reach stakeholders more effectively, including developing the AM Partners' website and using feedback from personal interactions and data-driven evidence from surveys. Furthermore, she collaborated with the development and design team to incorporate community feedback into AM Partners' proposal to align goals and help manage political risk, as well as with the DBE / Opportunity MDOT team by participating in outreach events with MD-certified businesses in efforts to engage them in strategic partnerships.

Florence Amate | Mentor Protégé Training Manager



Proposer:
Accelerate Maryland Partners

Experience:

- Laisar (12 years)
- Program Mgmt., Supplier Diversity, Contract Compliance (20+ years)

Role:
Mentor Protégé Training Manager

Education:
BSc. (Marketing / International Business), American University

Certifications:
Six Sigma, ISO 90001

Summary

Florence Amate is President and CEO of Laisar Management Group, LLC and one of the three diverse companies that has been engaged by AM Partners to support and ensure that Maryland residents and local, small, and diverse businesses have an opportunity to work on the Project. For over a decade, Laisar has provided innovative services and solutions in the areas of economic inclusion, supplier diversity, and contract compliance to governments, corporations, and communities. Florence’s belief that companies are stronger when they take the time to understand their common interest within the communities in which they choose to operate has been evident in the projects that she has worked on over the last 20 years. She has successfully developed and managed economic and workforce inclusion solutions utilizing a host of proprietary business and data analytics applications. Companies and communities have embraced how internal and external data can be used to build stronger, more vibrant communities.

Select relevant project experience

- **MGM National Harbor – Construction Phase**
When MGM Resorts came to Maryland to build a destination resort, Laisar developed, implemented, and managed their supplier diversity programs for the State of Maryland (MDOT MBE) and Prince Georges County (County Small and Local certifications). Laisar worked with internal and external stakeholders to on board every company on the project along with sub-tiers for data collection (spend and labor), spend and workforce analysis, compliance monitoring, and reporting. Laisar’s custom web application ensured that it was able to track reporting for up to 5 tiers without double counting and provide monthly reports within 5 days of receiving data from every active company. Its proprietary process allowed for quarterly economic impact reports that demonstrated the socio-economic impact of this project to surrounding communities with quantitative and anecdotal information. Laisar is proud to state that it had 3 separate organizations auditing its reports and it had 100% data collection and 99.5% reporting accuracy. Goal achievement exceeded the designated goals by over 10% with MBE with local participation rates increasing from 26% to 39%.
- **Governor’s Office of Small, Minority & Business Affairs**
When legislation was enacted to approve Video Lottery Terminals in Maryland, the Governor’s Office of Minority Affairs awarded the contract for monitoring the developers for MDOT MBE compliance to Laisar Management Group. Laisar was tasked with developing the communication, workflow, and reporting processes on behalf of the State of Maryland for all 5 casinos. Its workflow ensured timely reporting from the MDOT MBEs, their prime contractors, and developers.
- **Skipjack Wind Farm – Construction & Development**
When legislation was passed to permit the construction of wind turbines off the coast of Maryland, Deepwater Wind (now Orsted) turned to Laisar to help them understand the local market and develop a program that ensured that local and MBE certified companies could enter this new industry and succeed. Laisar developed the economic and workforce program that was eventually approved by the Maryland Public Service Commission and the Governor’s Office of Minority, Women and Business Affairs.

Jennifer Aument | Phase Developer Board Member

**Proposer:**

Accelerate Maryland
Partners

Experience:

- Transurban (14 years)
- Infrastructure
Management (20 years)

Role:

Phase Developer Board
Member

Education:

BS (Journalism & Political
Science), West Virginia
University

Master of Business
Administration, The George
Washington University

Summary

Jennifer Aument oversees Transurban's business in the United States and Canada, where she is responsible for the development, financing, construction and operations of major toll road infrastructure. She also serves on the global leadership team for the AUD\$37 billion international toll road owner and operator recently named to Fortune's Future 50 list.

Jennifer and her team at Transurban were among those who pioneered the use of public-private partnerships for major transportation infrastructure in the United States and were the first to use a number of innovative financing and technology strategies in the development of a \$4 billion growing network of toll road projects. In addition to overseeing Northern Virginia's 53-mile system of Express Lanes on 495, 95 and 395, Jennifer also led Transurban's expansion into the Canadian market in 2018 with the acquisition of the A25 road and bridge in Montréal.

Under Jennifer's tenure, these projects have won multiple industry awards for financing, innovation, safety and technology from groups such as the American Road & Transportation Builders Association, Engineering News-Record, Intelligent Transportation Society of America, the International Bridge, Tunnel and Turnpike Association and The Bond Buyer.

Career Highlights

As a leader in the transportation industry, Jennifer has advised state governments across the country on issues related to transport policy, innovative finance and public-private partnerships, and currently serves on advisory boards for the Eno Center for Transportation, the American Road & Transportation Builders Association, the Highway Users Alliance, George Mason University, University of Maryland and the Cornell Program in Infrastructure Policy. She has been named among the Washington Business Journal's top 25 "Women Who Mean Business", as an "Outstanding Woman in the Building Industry" and Commercial Real Estate Women's "Woman of Impact."

Jennifer has been appointed to key positions by both Republican and Democratic governors, including commissioner and executive committee member for the Virginia Port Authority – one of the largest shipping enterprises in the United States. Jennifer has also served in number of community leadership roles, including as chairman of the Northern Virginia Chamber of Commerce and a member of the board of directors for one of the region's largest non-profit organizations, Northern Virginia Family Services.

Prior to joining Transurban in 2006, Jennifer worked for Bechtel Infrastructure to develop the Washington Metrorail Silver Line. She began her career working in the West Virginia state legislature and went on to work as a public affairs and policy advisor to energy, infrastructure and financial services companies, including major multinational corporations such as HSBC, Suez Energy and General Motors.

Amanda Baxter | Environmental & NEPA Director

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (2 years)
- Virginia Department of Transportation (5 years)
- Whitman, Requardt & Associates (9 years)
- NEPA experience (22 years)

Role:

Environmental & NEPA Director

Education:

BS (Geological and Earth Sciences/Geosciences), George Mason University, 1998

Summary

Amanda Baxter maintains more than two decades of experience managing and developing complex transportation and infrastructure projects in the Washington Metropolitan area working directly for the owner agency, as owner's representative, and as program director. She has expertise in policy, planning, design, permitting, negotiation, commercial / financial close, implementation, and construction of major multimodal surface transportation initiatives. Experience includes interpreting and implementing transportation laws, regulations, and policies, including tolling policy and federal, state, and local planning and land use regulations. Amanda has strong knowledge of public policy, local politics, and business practices related to transportation policy and programs, leading discussions that yield consensus and successful outcomes. She proactively interacts with team members, the public, and government officials to maneuver successfully through complex situations effectively while demonstrating sensitivity to how organizations function.

Select relevant project experience**— I-66 Outside the Beltway**

Managed top two risk items leading to the successful cost-neutral commercial and financial close. Coordinated permitting from USACE during the P3 Procurement Process and proprietary developer meetings to discuss permitting risks included in comprehensive agreement. Responsible for USACE permitting coordination following procurement of alternative technical concept (ATC) development for tolled flyover ramps between express and general-purpose lanes on this P3 tolled highway project. Led complex coordination with National Park Service, State Historic Preservation Office, Advisory Council on Historic Preservations, and consulting parties under Section 106 of the National Historic Preservation Act, as the ramps are in the view shed of the Manassas National Battlefield resulting in execution of Memorandum of Agreement.

— I-395 Express Lanes

Led management of the project development phase to successful completion to allow the project to reach commercial and financial close. Coordinated traffic, design, and NEPA efforts with the P3 Office and financial and legal advisors for conversion (HOV to HOT) and widening for the 8-mile extension of the I-95 Express Lanes north along I-395 to the DC line. Negotiated terms with US DOD Integrated Services Division for multimodal improvements in the Pentagon South Parking Lot to be included in the term sheet of the Amended and Revised Comprehensive Agreement on behalf of VDOT. Led negotiations and coordination with Arlington County to gain project acceptance due to previous legal challenge in opposition of HOT lanes on I-395.

— Agency Coordination

Led engineering and environmental services for projects in twelve states across the US, with a focus in Virginia, and coordinated with multiple Federal Agencies (Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, National Park Service, Environmental Protection Agency, US Fish and Wildlife, US Army Corps of Engineers, Bureau of Land Management, National Security Administration, and National Capital Park and Planning Commission), and with multiple Department of Defense Installations.

Jeremy Beck, PE | Roadway Lead

**Proposer:**

Accelerate Maryland Partners

Experience:

- Dewberry (18 years)
- Infrastructure Experience (18 years)

Role:

Roadway Lead

Education:

BS(Civil Engineering, The Pennsylvania State University), 2002

Registrations:

Professional Engineer (NCEES Record):

MD #54154

VA #0402043254

NC #048512

Primavera P6 Professional Training

VDOT Advanced Work Zone Traffic Control Training (Certificate #113018635)

Military Service:

The United States Marine Corps, 1993-1997

Summary

As a Senior Project Manager and Associate Vice President for Dewberry's Fairfax Virginia Transportation Department, Jeremy Beck has extensive experience developing, managing, and successfully delivering numerous civil engineering projects valued at over \$980M. Jeremy demonstrates effective leadership, management, and delegation skills and has extensive experience advising executive leadership and guiding team members. He possesses a thorough understanding of engineering design practices and infrastructure delivery processes, has outstanding communications skills, and a comprehensive understanding of project management principles. As Lead Roadway Engineer, Jeremy serves as the single point of contact for all roadway related elements throughout the lifespan of the Project and is responsible for ensuring roadway design elements are in conformance with the Contract Documents.

Jeremy's responsibilities include planning, organizing, and managing roadway design activities associated with large multi-disciplined project teams, working within compressed timeframes, managing calculated risks, resolving complex infrastructure challenges, mentoring junior staff, coordinating with adjacent projects, interacting with project partners as well as various local, state, and federal agencies, proactively coordinating with various design and construction disciplines, formulating wide-ranging alternative technical concepts geared towards innovative and cost-effective design solutions, leading all aspects of roadway plan development and approval; directing traffic studies and analyses, integrating structural elements; formulating environmental strategies, guiding public information processes, facilitating constructability reviews, developing, assessing, and monitoring schedules, cost estimates, and budgets, coordinating land acquisition and utility relocation activities, managing sub-consultants, preparing proposals, performing design quality assurance and quality control reviews, and overseeing construction support services.

Select relevant project experience**— Warrenton Southern Interchange**

As the Design Manager, Jeremy evaluated project requirements, formulated eight different interchange alternatives, and ultimately provided the most advantageous solution (double-roundabout interchange). During delivery, Jeremy managed all design disciplines to obtain approved plans and permits within seven months from contract award. Jeremy lead roadway design activities, coordinated NEPA processes, synchronized extensive landscaping design and public processes in coordination with Journey Through Hallowed Ground representatives, directed weekly meetings, interacted with various public agencies, controlled design related cost and schedule items, managed various sub-consultants, directed design quality control activities, and ultimately provided design deliverables on-time.

— Route 606 Bridge Replacement Over I-95 with Route 606 Improvements

As the Design Manager, Jeremy oversaw all design activities along with the development, approval, and acquisition of project plans and permits for the interchange replacement project. The hybrid diamond interchange connected the northbound I-95 ramps to an existing roadway system that required unique geometric designs. Jeremy performed significant

coordination with adjacent properties and projects, coordinated the approval of several Design Exceptions, and prepared an Interchange Modification Report suitable for review and approval by VDOT and FHWA.

The project included designing and constructing a new bridge over I-95 directly adjacent to a structurally deficient existing bridge, requiring extensive geotechnical and structural design coordination to address vibration and down drag issues. To address the concerns with the existing bridge, Jeremy developed an alternative alignment that allowed construction of the new bridge to proceed without impacting the existing bridge while accommodating two different stormwater management criteria within the project, separated at the bridge. In addition, the project area contained acid sulphate soils which required Jeremy to develop an identification and testing program and coordinate plan information to ensure the establishment of vegetative growth and to safeguard structures in contact with on-site corrosive soils.

— **Dulles Corridor Metrorail Project, Phase 2A**

As the West Segment Design Manager/Senior Roadway Engineer, Jeremy coordinated heavy highway, transit, and civil design activities for 5.5 miles of freeway widening to accommodate track facilities within the median as well as numerous secondary roadway improvements, three track bridges, 11 miles of retaining walls, two new stations, and park and ride facilities while addressing complex political situations.

Jeremy led and coordinated roadway design efforts with MWAA, WMATA, VDOT, Loudoun County, as well as numerous private developers and landowners. Roadway coordination included the transition from Part II-C to Part II-B Virginia Stormwater Management Program requirements mid-way through design. Jeremy attended weekly meetings with MWAA, VDOT, and Loudoun County where numerous project-related items were reviewed and resolved in order to continuously advance the project. He served as the West Segment point of contact between the Design-Build Team and the various public agencies on design related issues, managed numerous sub-consultants, ensured timely delivery of studies, reports, and project plans, oversaw design quality control activities, and provided construction engineering support.

— **Route 28 Corridor Improvements**

As Senior Roadway Engineer, and later Design Manager for certain interchange improvements, Jeremy conducted comprehensive alternative investigations, completed wide-ranging roadway design services, prepared multiple infrastructure plans (project included 10 interchanges), performed constructability reviews with contracting partners which reduced risk and lowered costs, coordinated private utility relocations and performed public utility relocation design, prepared right-of-way acquisition documents, performed design quality control reviews, and provided construction engineering support.

Elisa Bell | Customer Experience Lead

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (4 years)
- Digital and Marketing Experience (15+ Years)

Role:

Customer Experience Lead

Education:

BA (Sociology),
University of Virginia,
2003

Master of
Communication, Culture,
and Technology,
Georgetown University,
2006

MBA, (Strategic
Marketing/Brand
Management) Cornell
University, 2012

Affiliations:

Conference of Minority
Transportation Officials

Alpha Kappa Alpha
Sorority, Inc.

IBTTA Communications
and Marketing
Committee

Summary

Elisa Bella brings over 15 years of marketing experience to AM Partners. As the Director of Mobile Products at Transurban, Elisa is responsible for community engagement and marketing efforts for major initiatives. She has an extensive background working with name-brand consumer products and in the transportation industry, where she focuses on ensuring that citizens have access to all the information they need to make informed transportation decisions. Most recently, she ran operations of the GoToll mobile payment app business. She has also managed customer and community engagement efforts for major Express Lanes projects.

Prior to joining Transurban, Elisa marketed for iconic brands owned by The Clorox Company, Unilever, and Sephora, with a particular focus on consumer marketing and outreach.

Select relevant project experience**— GoToll Mobile Application**

Elisa led the successful launch of Transurban's GoToll mobile toll payment app, which enabled people to use Express Lanes through their mobile phones, even when they did not have an E-ZPass. The launch, which reached thousands of current and potential customers, increased equity on the Express Lanes, as people who do not travel enough to warrant an E-ZPass were still able to make use of the Express Lanes time savings. Elisa helped customers understand the value of GoToll and how to use it through paid digital media, earned media coverage, on-road signage, and owned digital channels.

— I-395 Express Lanes

Elisa led the public outreach around the opening of the 395 Express Lanes, which run through one of the most densely built areas in the region. As such, the project involved major changes to traffic patterns. As the Pentagon is situated along 395, the U.S. Department of Defense was also a key stakeholder, adding even greater complication. Elisa used a multi-pronged public relations effort, in tandem with the DOD, to make sure all DOD personnel and commuters would understand the new traffic patterns and how to make the best use of the Express Lanes.

Mark Bradshaw | Phase Developer Board Member



Proposer:

Accelerate Maryland Partners

Experience:

- Macquarie (14 years)
- Infrastructure Experience (24 years)

Role:

Phase Developer Board Member

Education:

Bachelor of Laws (University of New South Wales), UNSW Australia

Bachelor of Construction (Property / Engineering / Economics) Hons 1, UNSW Australia

Licenses:

Solicitor of the Supreme Court of NSW, Australia

Summary

Mark Bradshaw is the Head of Infrastructure Projects and Principal for North America and Europe at Macquarie Capital, leading a team of over 50 professionals across the New York, Los Angeles, London, Dublin, and Amsterdam offices. Mark joined Macquarie in 2005 and has accumulated over 20 years of infrastructure experience across various jurisdictions and sectors. His key focus is on providing executive leadership as the Equity Member for Macquarie's consortiums involved in project finance infrastructure concessions. Mark's responsibilities include serving as the executive principally responsible for overseeing the contractual relationships between grantors (government counterparties) and the consortium. Mark has experience in construction, engineering, and the legal profession, having previously worked in various roles in the infrastructure industry, including at Allen & Overy in London.

Select relevant project experience

— Silvertown Tunnel

Mark successfully led the Macquarie Team on the \$1.5B Silvertown Tunnel P3 which involved the DBFM of a 0.6-mile twin-bored road tunnel under the River Thames in London, the first major road crossing across River Thames in 30 years. Mark played a key role in forming a winning consortium with deep design, construction, and funding capabilities and with Macquarie as lead sponsor and sole financial advisor. Mark led the team in key negotiations with the Transport for London, contractors, and lenders.

— A9 Badhoevedorp-Holendrecht

Mark oversaw the Macquarie team during this market-leading proposal where Macquarie, as a sole equity sponsor and financial advisor, qualified with its technical advisors based on design and traffic management capabilities. Throughout this \$1B DBFM of a 6.5-mile expressway in Amsterdam, Mark provided guidance and oversight over key technical and commercial decisions and the negotiations with the authority, the contractors, and lenders, leading to successful financial close in December 2019.

— A24 Blankenburg Tunnel

Mark successfully led the consortium, in which Macquarie acted as the lead sponsor, contributing 70% of equity, and sole financial advisor, on closing this \$1.1B Submerged Tunnel P3. The project included an immersed tube tunnel, a cut and cover tunnel, and connections to major highways to improve road links between Rotterdam and its port. The DBFM contract has a concession term of 20 years during which the consortium will perform maintenance and lifecycle work. To achieve commercial and financial close on a large and complex project, the largest P3 awarded in the Netherlands to date, Mark was principally responsible for overseeing an integrated consortium composed of experienced parties in transport infrastructure in the Netherlands. Mark also leveraged his strong relationships with lenders, engaging a sizeable number of funders to secure a competitive financing solution in achieving a swift financial close in October 2018.

— Mersey Gateway Project

Mark led the Macquarie team in bidding on this \$900M project, a greenfield development of a six-lane toll bridge over the river Mersey in

England. The project was procured under a DBFOM model with a 30-year operating period. Mark successfully managed the consortium in securing the bid, despite a highly competitive process with 6 shortlisted teams, and delivered an attractive commercial package despite a late change during the tender to bring in a new construction contractor. In addition, Mark demonstrated his deep P3 financing expertise, sourcing from a pool of over 40 global lenders and alternative investors to structure a complex debt funding solution, which delivered significant value to the procuring agency and allowed Macquarie's team to score the highest points on pricing. With Mark's leadership on all commercial and legal negotiations, the project reached financial close in March 2014 and became one of the top 10 most innovative and important infrastructure projects globally in KPMG's Infrastructure 100.

— **D4 / R7 Highway**

Mark led the Macquarie team in this \$1.2B DBFOM of sections on the D4 Highway (the Bratislava ring road in Slovakia) and the R7 Expressway. The road extends for around 37 miles including a 1.2-mile bridge over the Danube river. Macquarie was lead sponsor and sole financial advisor for consortium on this project. Mark oversaw the commercial negotiations with the authority as well as the negotiations with lenders and contractors.

Richard Cassidy, P.E. | Utility Coordinator

**Proposer:**

Accelerate Maryland Partners

Experience:

- Dewberry (25 years)
- General Construction (3 years)
- U.S. Army (4 years)

Role:

Utility Coordinator

Education:

BS(Civil Engineering, Rochester Institute of Technology), 1995

Certifications:

Professional Engineer, VA, MD

Summary

Richard Cassidy is experienced in all aspects of utility coordination on a significant number of projects in Maryland. He understands all the components of design, construction, operations, safety, and maintenance of utilities, thereby facilitating his coordination with Utility Owners, engineers, and constructors. Richard has broad experience coordinating with Utility Companies (dry & wet), as well as managing and designing a variety of utility engineering design and relocation projects. Richard is also experienced in the design and preparation of plans and specifications for various state / city street reconstruction and resurfacing projects. His experience has included pavement design, traffic control including pavement striping layouts, field investigation, plan and specification preparation, and post construction award services (shop drawing review).

Select relevant project experience**— Waxpool Road / Loudon County Parkway Intersection Improvements**

Responsible for identifying utility conflicts, coordinating the relocations with 18 utility company owners and preparing a joint use duct bank design to facilitate the utility relocations.

— Dulles Corridor Metrorail Project, Phase 2A

Utility Designer / Coordination for the Metro Line extension of 11 miles of new rail estimated at \$1.4B. Work consisted of meeting with the affected utilities to address concerns, while managing / performing relocation designs and coordinating with the local municipalities to obtain permits. Specifically, Richard led the design of new Fairfax Water and Loudoun Water sewer / water extensions for the new stations in Fairfax and Loudoun Counties. Worked in conjunction with the construction partner, laid out and coordinated overhead and underground cables for Dominion Virginian Power, Verizon, Comcast, and seven other communications companies that were relocated. Coordination consisted of scheduling relocations, maintaining the Utility Matrix Tracker, and reviewing / resolving potential conflicts with the major design discipline.

— InterCounty Connector Contracts C and D / E

Served as the utility coordination / design lead. Project responsibilities included utility relocation design and coordination for Contract D / E (\$110M) and Contract C (\$529M), QA \ QC of designs performed by utilities for conformance to road designs, lead designer for major water line relocations of 42" ductile iron pipe (valve & vault) and 36" & 42" PCCP (w/96" & 120" tunnels), lead designer for gas line relocations for 3,000' of 4" & 6" gas distribution lines, coordinated electric overhead and underground design for PEPCO and BG&E, as well as communications underground and overhead of 50,000' of copper / fiber lines for AT&T, Comcast, MCI, Time Warner, and Verizon.

Kenneth Davis, PE | Senior Design Personnel

**Proposer:**

Accelerate Maryland
Partners

Experience:

- Dewberry (13 years)
- Infrastructure Experience (24 years)

Role:

Senior Design Personnel

Education:

MS(Civil Engineering),
Clemson University,
1998

BS, Civil Engineering,
Clemson University
1996

Registrations:

Professional Engineer:
MD, VA, DC, NC, GA

Summary

Ken Davis is an experienced highway engineer with extensive MDOT SHA and MDTA experience. His areas of expertise include planning and final design for large complex design-build and design-bid-build transportation projects nationwide. He has performed the work of and prepared environmental documentation through final design plans, roadway geometrics, drainage, traffic control, signing and marking, pedestrian improvements, stormwater management, erosion and sediment control plans, utility coordination, and preparation of cost estimates and specifications.

Select relevant project experience**— InterCounty Connector Contracts C and D / E**

Ken served as Design Manager for Contract D/E (\$110M) and Deputy Design Manager / Lead Roadway Engineer for Contract C (\$529M). Project consisted of 5.05 miles of new 6-lane MD 200 roadway, 9.0 miles of collector-distributor (CD) roadway along I-95, 2 new 3-level interchanges, 2 half diamond interchanges, 1 Continuous Flow Intersection (CFI), 26 bridges, 4.5 miles of county roadway reconstruction/widening, and 4.6 miles of new shared use bicycle facilities. Project responsibilities included overall project management and design oversight of all design disciplines including roadway geometric design and details, bicycle and pedestrian facility design, storm drain design and details, and coordination with structures (bridge, retaining wall, noise wall, and culverts), drainage, SWM (ESD to MEP), utilities, lighting, signing and marking, signals, ITS, and ETC. Ken also prepared for and presented at several public meetings.

— US 219 SHA BCS 2012-19B Office of Highway Development

Contract Primary Liaison and Consultant Project Manager for the US 219 project in Garrett County, MD. Project responsibilities included technical and design oversight over all aspect of the project. The project was developed through a concurrent NEPA and design-build procurement process. Ken developed six alternatives to fit within the available ADHS funding available. Conceptual engineering included development of horizontal and vertical alignments, 3D modelling, grading, LOD, environmental impacts (natural and cultural), preliminary right-of-way impacts, and cost estimates. He was also responsible for the advancement of three alternatives (ARDS) to Line, Grade, and Typical stage. Attended coordination meeting with SHA Divisions (HHD, PRD, PMD, RIPD, OMT, and OOS). Attended monthly partnering meetings. Performed design reviews for MDOT SHA once the design-build team was awarded the project.

— MD Route 4 Community Safety Enhancements D / B

Project Design Manager and Secondary Liaison responsible for technical oversight of roadway and drainage, stormwater management, erosion and sediment control, maintenance of traffic (TMP / TCP), signing and marking, landscaping, lighting, and pavement rehabilitation. He oversaw the development of a SWM concept that significantly reduced the project footprint resulting in a reduction of environmental impacts, elimination of all retaining walls and all proposed utility impacts. He coordinated the geotechnical exploration and pavement rehabilitation programs. He prepared for and participated in the public involvement meetings.

Robert Deans | Customer, Technology, and Mobility (CTM) Manager



Summary

Rob Deans has been with Transurban for five and a half years and is the VP Technology, North America. He has 25 years of experience across a number of industries including financial services, management consulting, and transportation infrastructure.

Before joining Transurban, Robert was a Vice President in Global Operations at Goldman Sachs where he oversaw the division's strategic transformation program that was focused on digitizing the core business and delivering a new operating model.

Select relevant project experience

— Next Generation Back Office

Robert directed the development of Transurban's Next Generation Back Office (nBOS) platform. This involved developing the strategy and business case for nBOS and then leading the building of the team to deliver nBOS. nBOS had its first service deployed onto Transurban's Virginia assets in 2019 and was deployed as the BOS for Cross City Tunnel (CCT) in Sydney, Australia in June 2020. To date, the program has met every key delivery date and has met or exceeded all operational performance targets including improved tolling efficiency and operations.

— I-395 Express Lanes

Robert developed the strategy and approach for Transurban to self-perform as the TTMS (Tolling and Traffic Management Systems) SI (Systems Integrator) for the 395 Express Lanes project. This involved developing the model to self-perform the TTMS delivery, running a competitive procurement process for selecting a tolling (ETC) provider, and subsequently owning the execution of the program that delivered the TTMS solution. Rob worked closely with the Design Builder, the concessionaire, and multiple technology sub-contractors to deliver a project that was on-time and on-budget in support of the I-395 Express Lanes.

Proposer:

Accelerate Maryland Partners

Experience:

- Transurban (5.5 years)
- Financial Services

Role:

CTM Manager

Education:

Bachelor of Science (Economics), Cornell University

Master of Business Administration (MBA), Washington University

Nimish Desai, PE | Senior Design Personnel

**Proposer:**

Accelerate Maryland
Partners

Experience:

- Dewberry (5 years)
- Infrastructure Experience (21 years)

Role:

Senior Design Personnel

Education:

MS(Transportation),
Morgan State University,
2001

BE, Chemical Plant
Engineering, University
of Mumbai, 1997

Registrations:

Professional Engineer:
MD

Envision Sustainability
Professional: US

Erosion & Sediment
Control Green Card:

Erosion & Sediment
Control Yellow Card:

Summary

Nimish Desai is a Civil Engineer with extensive specialized experience in Water Resources on design-bid-build and design-build projects with MDOT SHA, MDOT MTA, MDTA, VDOT, local municipalities, and counties in Maryland and Virginia. He has designed stormwater BMPs including ESDs, Chapter 3 facilities, and proprietary BMPs including underground facilities. He is familiar with MD 378 criteria for embankments and is knowledgeable of MDE's Dam Safety permitting process. He has performed H&H analyses for bridge crossing / culvert projects with fish / aquatic organism passage, floodplain studies, stream design including geomorphology / sediment transport, outfall stabilization, and erosion and sediment control (ESC). He has provided on-site project management services at MDOT SHA and is an on-site consultant reviewer for PRD.

Select relevant project experience**— I-95 Express Toll Lanes Northbound Extension**

Currently serving as the SWM and ESC Program Manager for the 10-mile I-95 managed toll lanes from White Marsh to 2 miles north of MD 24 interchange. Project involves design of 2 new parking and ride facilities, overpass replacements, approximately 250 SWM BMP's (ESD and Chapter 3), and over 2,000 linear feet of stream / outfall restorations. Responsibilities include providing SWM, drainage, bridge and culvert H&H, stream restoration design guidance, reviewing scopes and schedules for multiple contracts, reviewing plans and SWM report, guiding the design team on MD 378 issues, coordinating MDE and MDOT SHA, provide Phase V services, and coordinating as-built plan approval.

— US 219 at I-68 Design-Build

Lead Water Resource Engineer. Project proposes to improve economic development potential, increasing safety, reducing congestion, and improving connectivity between I-68 and the Old Solomon Road (approximately 1.5 miles). Responsibilities included developing SWM concepts for six alternatives to fit within the available ADHS funding available, conceptual SWM and drainage design, H&H, preliminary right-of-way impacts, storm drain design and grading. SWM design was done using ESD to MEP. Coordinated with MDE Office of Dam Safety on 378 issues for existing pond embankment. Performed SWM, ESC, storm drain, H&H, and shop drawing reviews during delivery phase.

— InterCounty Connector Environmental Stewardship for Sites PB-109, 140, 141, 142 and 145

Project Engineer for several stream and storm water sites as part of the environmental mitigation for ICC located within the Paint Branch Watershed. Water quality treatment was provided through stream restoration designs and stormwater retrofits including several ESD techniques such as curb extension, bio-swales, and bio retention. Duties performed included reviewing design plans, H&H calculations, E&S design and SWM reports.

— Corridor Cities Transitway

Served as the H&H discipline leader for a 9-mile long new bus highway for a segment of alignment located between Shady Grove and Metropolitan Grove Stations. Responsibilities included conceptual SWM design using ESD to MEP, drainage design, H&H, culvert design, preparing SWM reports, developing design criteria, and participating in stakeholder meetings.

Robert Dubnicka, P.E., PTOE | Senior Design Personnel



Proposer:

STV

Experience:

- STV Incorporated (7 years)
- Infrastructure Experience (33 years)

Role:

Senior Design Personnel

Education:

Bachelor of Science (Civil Engineering), The Ohio State University, 1987

Certifications:

Professional Engineer: SC, NC, GA, FL, VA, MS, LA, AR, OH, NV,

Traffic Engineer: CA

Professional Traffic Operations Engineer (PTOE)

Memberships:

Institute of Transportation Engineers (ITE)

Summary

Robert Dubnicka has more than 33 years of experience in all aspects of traffic engineering, including design, analysis, and planning. He has directed company-wide traffic engineering and transportation planning services in which he provided support for numerous multidisciplinary project teams. Robert has technical expertise in traffic analysis, impact studies, signal design, signal system analysis, and travel demand modelling. He has led numerous technical efforts to evaluate the traffic operational benefits of alternative technical concepts for design-build pursuits.

Select relevant project experience

— SCDOT I-20 / 26 / 126 Corridor Improvements

Prepared a corridor-wide accident analysis and data collection report for this SCDOT project that incorporates the I-26 / I-20 and the I-26 / I-126 system interchanges, seven interchanges along I-26, three interchanges along I-126, and two interchanges on I-20 in Columbia, SC. Robert directed the microsimulation network development and simulation of ten alternative concepts that led to the selection of the reasonable and preferred alternatives. He modified the South Carolina state-wide travel demand model to test new limited access and parkway connectors between I-26 near Exit 104 and I-77 near Exit 22, three new alignment connections between I-20 and I-26, and two alternatives incorporating collector-distributor roads, modified interchanges, and a turbine interchange at the I-20 / I-26 system interchange. He was primary author of the traffic technical memorandum which was incorporated into the appendices of the draft environmental impact statement. He oversaw the preparation of two interchange modification reports (IMRs), for the representative alternative at the I-20 / I-26 system interchange that incorporated multiple interchanges (I-26 Exits 103, 106, and 107; I-20 Exits 63 and 65; and the I-126 exit at Colonial Life Boulevard) and one for proposed improvements at I-26 Exit 103.

— SCDOT I-26 Widening Design-Build Preparation

Directed traffic analysis in preparation for this SCDOT design-build project to improve interchanges and widen I-26 from mile marker 85 to 101 in Richland, Lexington, and Newberry counties. He performed elements of the traffic analysis, analyses of the existing and future operation of interstate segments, ramp merge / diverge areas, and weaving sections, coordinated the analysis of proposed interchange improvements and network microsimulation, and directed the preparation of the accident analysis and interchange modification reports for Exits 85 and 97.

— SCDOT I-85 Widening Design-Build Preparation

Developed traffic forecasts and projections for the proposed widening of I-85 and modification of interchanges at Exits 83, 87, 95, and 96 in Spartanburg and Cherokee counties, SC. He directed and reviewed the Synchro analysis of existing and future no-build and build interchanges and interchange concepts. He performed HCS analysis for freeway segments and ramp merge / diverge areas. He supervised the analysis of the interchange alternatives at four interchanges, prepared the interchange modification report (IMR) for Exit 83, and supervised a sub consultant's preparation of the IMR for Exit 95.

Tyler Duvall | CTM Innovation Governance Board Member

**Proposer:**

Accelerate Maryland Partners

Experience:

- Cavnue (4 months)
- Toll Road CEO (16 months)
- Transportation Experience (20+ years)

Role:

CTM Innovation Governance Board Member

Education:

BA (Economics), Washington and Lee University, 1995

JD, University of Virginia, 2000

Certifications:

Associate Member, Virginia State Bar

Summary

Tyler Duvall has over 20 years of transportation experience and is currently the CEO and Co-Founder of Cavnue, an infrastructure start-up focused on infrastructure and technology improvements designed to accelerate connected and autonomous vehicles deployment. In this role, Tyler is responsible for setting the vision and goals of the firm and managing the day-to-day commercial and project work. Tyler also currently serves as the Board Chairman for State Highway 130, a privately operated toll road outside Austin, Texas, where he was also CEO prior to founding Cavnue. In this role, he was responsible for day-to-day management decisions as well as devising and implementing plans to achieve Cavnue's short and long-term goals.

Prior to joining State Highway 130, Tyler was a partner in the Washington, D.C., office of McKinsey and Company, where he advised a variety of private and public sector entities on strategic, operational, and organizational topics as a leader in the Public Sector, Capital Projects & Infrastructure and Private Equity Practices. Specifically, Tyler led McKinsey's North American efforts to support owners of roads, airports, transit systems, and other infrastructure assets on ways to improve their operational performance, investment strategies, and organizational effectiveness.

Tyler also served in several roles at the U.S. Department of Transportation, advancing to Acting Under Secretary for Policy, third highest ranking official at the Agency. There he led efforts to modernize transportation infrastructure through new procurement, technology, and financing approaches. Duvall also was responsible for developing and implementing other major policy initiatives in the areas of regulatory efficiency, congestion reduction, and accelerated capital project delivery across all modes of transportation.

Select relevant project experience**— Michigan Connected and Automated Vehicle Corridor**

Leading Cavnue's project to deliver a first-of-its-kind, 40-mile connected corridor in southeast Michigan. Cavnue was selected by the Michigan Department of Transportation to bring together technology and infrastructure to create the first connected corridor improving safety, congestion, accessibility, and other benefits for the state.

— State Highway 130

As CEO, Tyler oversaw all aspects of a complex toll road operation, including designing and implementing a new revenue strategy (e.g. launching a loyalty program, building an advanced analytics function, and designing new pricing strategies for the trucking industry). Tyler also oversaw the overall capital program which included substantial pavement and bridge remediation work. Lastly, Tyler led all interactions with the Texas Department of Transportation related to implementation of the Facility Concession Agreement.

— Advising Los Angeles World Airports

While at McKinsey, Tyler led the consulting firm's support for LAWA - the owner / operator of the 2nd largest airport in the US - across a range of innovation and capital projects execution issues. LAWA was undertaking the largest P3 project in the US at the time, as well as an array of other major capital improvements to the rapidly growing airport.

Chad Elliott | O&M Coordinator

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (2 years)
- Infrastructure operations & maintenance (18 years)

Role:

O&M Coordinator

Education:

BS (Civil Engineering), University of Adelaide, Australia, 2002

Summary

Chad Elliott oversees Transurban's Operations & Maintenance (O&M) services in the United States, where he is responsible for Express Lane operations and maintenance, including HOV enforcement. He also guides the Transurban development and delivery teams in relation to O&M aspects of projects in these phases, to ensure a smooth transition into O&M on our future projects.

Originally from Australia, Chad is an accomplished international infrastructure management professional with broad ranging experience in business development, mobilization, and management and oversight of Operations and Maintenance (O&M) services for projects ranging from complex P3 and non-P3 road tunnel O&M, electronic tolling O&M, intelligent transport system DB and O&M, and highway maintenance.

Select relevant project experience**— I-395 Express Lanes**

Chad and his team at Transurban successfully assumed responsibility for the I-395 Express Lanes in November 2019. The 395 Project involved several complex interfaces, namely The Pentagon, DDOT and Arlington County. Chad and his team proactively worked with each agency, with the support of VDOT, to develop and formalize interface protocols to ensure each of the respective operations would be understood and cooperatively addressed between the parties.

— Port of Miami Tunnel

Chad relocated from Australia to the United States in 2012 to establish the Operations and Maintenance team at the first major road tunnel in Florida as part of the Miami Access Tunnel (MAT) Concession team. Starting from a team of 2 including himself, Chad recruited, trained, and managed a team of 28 new tunnel O&M personnel to complete early and under budget O&M Substantial Completion and deliver the first two years of exemplary operations with no availability or performance penalties assessed by the FDOT team.

In his former role as Business Director for Ferrovia Services International in North America, Chad was responsible for operations and / or maintenance services across the following notable projects, among others:

- Port Miami Tunnel (FL)
- Tampa-Hillsborough Expressway (FL)
- Denver-Boulder Turnpike (CO)
- Presidio Parkway (CA)
- Anton Anderson Memorial Tunnel (AK)

In Australia, from 2004 to 2010, Chad established and ran the operations services at the Lane Cove Tunnel project in Sydney.

Darius Eshragh | Technology and Innovation Leader



Summary

Darius Eshragh directs portfolio delivery and execution of Transurban's strategic global tolling platforms. In this capacity, Darius is responsible for the practice of Product and Platform Engineering within the organization, across the roadside, back-office tolling and traffic management domains.

Darius has spent his entire professional career exclusively in tolling and transportation, since 2006. Prior to joining Transurban in 2017, he worked 10 years at Raytheon within their tolling solutions and engineering departments. During this time, he contributed to multiple tolling system developments and deployments across North America, primarily in a Lead/Chief Engineering or Technical Director capacity.

Select relevant project experience

- **Virginia Capital Beltway 495, 95 and 395 Express Lanes**
Participated in numerous leadership and system engineering roles in delivering the 3 major phases of the Northern Virginia Express Lanes network, working as both a partner and directly for Transurban as the Systems Integrator. In these roles, Darius worked across numerous phases of the delivery lifecycle, such as design, integration, test and operations.
- **Massachusetts Turnpike All Electronic Tolling Conversion**
Led the roadside and back-office tolling system development and integration in the roles of Chief Product Manager and System/Software Architect. The project was delivered as a Design-Build-Maintain effort, where Darius worked as key personnel throughout the procurement and delivery phases, and into the first year of operations.
- **Florida Turnpike Enterprise Toll System Replacement**
Played a number of roles across the many phases of this project and into continued maintenance and operations. Darius began as a member of the engineering delivery group for the primary systems developer and integrator. He played a number of leadership roles through all phases of the engineering delivery lifecycle to full acceptance of roadside, back-office and physical security systems, which operated in both all-electronic and mixed-use/cash configurations. He was later promoted to role of Technical Director and Chief Engineer on the project, responsible for overseeing all technical delivery and operational commitments to the client.

Proposer:

Accelerate Maryland Partners

Experience:

- Transurban (4 years)
- Tolling, Technology, Engineering Experience (14 years)

Role:

Technology & Innovation Leader

Education:

Bachelor Applied Science (Computer Engineering) with Distinction, University of British Columbia, 2006

Kevin Ginnerty | Construction Project Manager

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (13 years)
- Engineering and Construction Management Experience (36 years)

Role:

Construction Project Manager

Education:

BS (Civil Engineering), University of Connecticut, 1984

Certifications:

Professional Engineer – VA, D.C.

Summary

Kevin Ginnerty is a Project Delivery Director at Transurban. He has 36 years' experience designing, managing, delivering, constructing, and overseeing major transportation projects, including express lanes projects. He has worked on vital roadways in Washington D.C., Virginia, Massachusetts, Connecticut, New Hampshire, New Jersey, and New York.

Kevin is a trained civil engineer, and has worked on bridge, highway, urban roadway, and TTMS / ITS construction. Prior to joining Transurban, Kevin served as Vice President at both the Fort Myer Construction Corporation and Parsons Transportation Group, where he provided technical and managerial support for specialty projects. He served as the Project Director for the \$31M, nine-month, South Capitol Street Near Term Improvement project and as the Officer-In-Charge of the \$38M Design Build Roadways, Wards 3 & 4 project that upgraded, reconstructed and resurfaced 108 local roads in Washington, D.C.

Select relevant project experience**— I-395 Express Lanes**

Kevin led the project serving as Project Director and the Concessionaire's representative throughout the design and construction phases, ensuring constructability and feasibility. He also served as a key lead during the predevelopment phase. Service Commencement for the project was on time, the project overall was on-budget, and was delivered safely with limited impact on the local community. That limited impact was due in large part to Kevin's work with the Virginia Department of Transportation, Design-Builder's Project Manager, Tolling and Traffic Management System Contractor, stakeholders like Arlington County, City of Alexandria, DDOT, and the Pentagon / Washington Headquarters Services, and key community figures like property owners, elected officials, and community organizations.

— I-95 Express Lanes

Upon reaching Final Completion on the 495 Express Lanes Project, Kevin took on the role of Concessionaire's Representative and ensured the project was safely and successfully delivered on time, on budget, and without claims. As with the 395 Express Lanes project, the positive results were possible because of Kevin's close work with the Virginia Department of Transportation, the Design-Builder, FHWA, and key stakeholders.

— I-495 Express Lanes

Kevin, working closely with Tim Steinhilber, as the Technical and Contracts Manager, was responsible for overseeing the day-to-day construction progress, quality and safety, and helped ensure the project was safely and successfully delivered on time, on budget, and without claims. As with the 395 Express Lanes project, the positive results were possible because of Kevin's close work with the Virginia Department of Transportation, the Design-Builder, and key stakeholders.

Joshua Goldman | Transit Lead

**Proposer:**

Accelerate Maryland Partners

Experience:

- Via (1.5 years)
- Infrastructure Experience (10+ years)

Role:

Transit Lead

Education:

BS (Public Policy),
Cornell University, 2007
JD, NYU School of Law,
2013

Summary

Josh Goldman is a Director of Strategy and Business Development at Via. He works with public agencies to bring Via's technology to communities around the world and leads Via's P3 efforts with infrastructure developers. Josh has more than a decade of experience working with public- and private-sector partners to develop sustainable transportation infrastructure.

Before joining Via, Josh worked at Boston Consulting Group, where he advised corporations and public agencies on key strategic issues. In 2018, he advised New York's Metropolitan Transportation Sustainability Advisory Workgroup on the potential for congestion pricing in New York City and other capital funding strategies for the MTA. Previously, he practiced corporate law with Skadden Arps, where his practice focused on project finance and related transactions involving renewable energy and transportation projects. At Skadden, he served as outside counsel to the U.S. Department of Transportation on several TIFIA loans to state transportation departments and developer-led P3 consortia.

Earlier in his career, he served as a Staff Economist for the White House Council of Economic Advisers. In this role, he analyzed economic data, drafted briefings for the President and senior staff, and analyzed economic policies and pending legislation. Among other topics, Josh worked extensively on President Obama's proposal for a National Infrastructure Bank and worked closely with the President's Economic Recovery Advisory Board on a range of job creation programs.

Select relevant project experience**— Golden Empire Transit District**

Served as Via's project director in leading all aspects of proposal and design of innovative on-demand transit system for the Golden Empire Transit District serving the Bakersfield, California region. This project will be one of the first fully integrated demand response transit programs in the world, where Via provides the technology to power dynamic micro transit, ADA paratransit, and non-emergency medical transportation under a single platform.

— Metropolitan Transportation Sustainability Advisory Workgroup

As a consultant at Boston Consulting Group (BCG), Josh served as outside advisor to a working group empanelled by the Governor of the State of New York to examine long-term congestion relief and transit funding solutions for the region.

— I-66 Outside the Beltway

While at Skadden Arps, Josh served as outside counsel to USDOT in negotiating the TIFIA loan to support the construction of I-66 Outside the Beltway.

Sandeep Gopalan | Finance Lead

**Proposer:**

Accelerate Maryland Partners

Firm:

- Macquarie (13 years)
- Infrastructure finance experience (15 years)

Role:

Finance Lead

Education:

Bachelor of Science, Economics, Wharton School, University of Pennsylvania

Bachelor of Science, Engineering, Penn Engineering School, University of Pennsylvania

Summary

Sandeep is a Senior Vice President in Macquarie Capital's Infrastructure Projects and Principal team. Sandeep joined Macquarie in 2007 and has worked in P3 and infrastructure development and financing for over 15 years. During this time, Sandeep has developed and raised over \$12 billion of committed financing for United States P3 projects, and closed on a number of large transportation infrastructure projects including the I-595 Corridor Roadway Improvements project, Port of Miami Tunnel in Florida, the IH-635 LBJ Express Lanes in Texas, Elizabeth River Crossing (the Midtown and Downtown Tunnel) in Virginia, and the Goethals Bridge in NY / NJ. Prior to Macquarie, Sandeep was a financial analyst at Dresdner Kleinwort Wasserstein in their industrials mergers and acquisitions group providing financial and strategic advice to private sector clients.

Select project experience**— I-70 Central 70**

Sandeep led the Macquarie team in its role as the sell-side procurement advisor to the Colorado Department of Transportation's \$1.2 billion reconstruction and widening project connecting Denver to the eastern industrial corridor. Sandeep worked with CDOT through every project phase and coordinated and administered the procurement process. Deliverables included coordination and development of procurement documents, running multiple risk workshops to advise on commerciality of risk transfer, managing communications with bidding teams and stakeholders, commercial negotiations, and managing financial work streams (including obtaining a PABs and TIFIA allocation).

— Goethals Bridge Replacement

This P3 project involved the replacement of the 1.4-mile Goethals Bridge connecting Elizabeth, NJ to Staten Island, NY. Sandeep led the commercial and financing aspects of this \$1.0 billion project including negotiations of commercial terms, running a multi-track financing process to identify the most competitive form of financing, and ultimately closing the financing for the transaction that comprised equity financing, a \$474 million TIFIA loan, and a \$453 million tax-exempt PABs financing, a portion of which was placed with a monoline wrap. This innovative financing solution delivered the lowest cost of capital among all bidders, maximizing the procuring authority's value-for-money. Sandeep's duties also included managing relations with the lenders' technical advisors, developing a comprehensive financial model, negotiating project and financing documentation, and securing commitments from underwriters.

— Elizabeth River Crossing

Sandeep led the financing process as part of Macquarie's role as co-developer and exclusive financial advisor on the \$2.1 billion Midtown Tunnel Project in Virginia. The project, procured under a DBFOM model, included a new two-lane tunnel, as well as the OMR and tolling of the existing Midtown and Downtown Tunnels. Sandeep led the financing work stream and delivered a funding package comprised of \$664 million of PABs, \$422 million of TIFIA Loan, and \$110 million of Macquarie equity, for which he managed the internal approvals process. At the time, this project involved the largest ever capital markets issue for a private U.S. toll asset, effectively demonstrating Sandeep's unparalleled financing expertise in U.S P3 developments.

— **IH-635 (LBJ) Managed Lanes**

Sandeep led the financing process as part of Macquarie's role as financial advisor to the Cintra and Meridiam consortium for the \$2.8 billion IH-635 (LBJ) Managed Lanes Project in Texas. The project involved the reconstruction of the IH-635 (free) main lanes, construction of six new managed toll lanes, construction of new elevated managed toll lanes along IH-35E, and all connecting interchanges and facilities. Sandeep was instrumental in securing a financing package comprised of \$606 million of PABs, \$850 million of TIFIA Loan, \$490 million of public investment from the Texas Department of Transportation, and \$672 million of total equity. The project reached a successful financial close despite volatile financial market conditions in June 2010.

— **Port of Miami Tunnel P3**

Sandeep led the financing process as part of Macquarie's role as financial advisor to MAT Concessionaire LLC for the \$900 million Port of Miami Tunnel Project in Florida. The project involved the DBFOM of a 0.8 mile bored-tunnel and widening of the MacArthur Causeway Bridge in Miami-Dade County, Florida for a term of 35 years. At the time, the project was the first tunnel and second availability payment P3 in the United States, which highlights Sandeep's deep expertise and his transformative impact on the U.S. P3 landscape. The financing package comprised \$342 million of Senior Debt, \$381 million of TIFIA Loan, \$100 million milestone payment from FDOT and \$80 million of total equity. The project reached financial close during an extremely challenging credit environment in October 2009.

Christopher D. Heinz | Labor Liaison

**Proposer:**

Accelerate Maryland
Partners

Experience:

- Macquarie (11 years)
- Labor relations (34 years)

Role:

Labor Liaison

Education:

M.S. (Labor Studies),
University of
Massachusetts at
Amherst

B.A. (Economics),
University of
Massachusetts at
Boston

Certifications:

Journeyman Carpenter
35-year member of the
United Brotherhood of
Carpenters & Joiners of
America

OSHA Safety Trained

Summary

Chris Heinz has a highly successful 35-year career in increasingly responsible positions within Carpenters Union and Macquarie, where he has led the implementation of Macquarie Infrastructure and Real Asset's Responsible Contractor policy and investor labor relations as well as working with the stakeholder / community relations team. Chris built a successful public affairs and lobbying practice representing labor organizations, corporations, and non-profit organizations. He is recognized on Capitol Hill for having a balanced perspective on issues affecting the interests of clients, often partnering with industry groups to educate legislators on proposed and / or pending legislation. His experience extends to a broad range of areas including strategic planning and program development, labor-management cooperation, organization of political support, media and public relations, educational programs, legislation research and analysis, ESG, and legislative liaisons.

Select relevant project experience**— Macquarie Infrastructure and Real Assets**

Currently working with newly acquired assets to integrate the Responsible Contractor Policy into their firms and monitor compliance. Chris also provides strategic advice to bidding teams for various acquisition projects, works with National and Local Building Trades labor partners on federal, state, and local P3 initiatives, and collaborate with these groups on overall ESG / Labor Policy issues at the investor level.

— Heinz Strategies

Chris established a Government Affairs Consulting and Lobbying Practice serving labor union, corporation, and non-profit organization clients. The firm focuses on legislative strategy and lobbying, public affairs campaigns, grassroots campaigns, and labor-management cooperation.

— United Brotherhood of Carpenters and Joiners of America

Chris served as National Political and Legislative Director and rebuilt the union's legislative and political program after a period of inactivity. He also recruited and trained Political Directors in 33 regions nationally and developed local grassroots political organizing programs focused on teaching rank and file members how to lobby and support political campaigns. Chris was also responsible for implementing a legislative agenda at the national level, presented issue briefings to members of Congress, staff, federal agency officials, and state governors. During this time, Chris was recognized for having a strong bipartisan position, building effective working relationships with both Republicans and Democrats and cementing the union's broad bipartisan and support.

— New England Regional Council of Carpenters

Chris served as the Chief of Staff / Assistant Administrator at the New England regional level and managed a staff of 35 people with a \$1M budget. In this role, Chris directed top-down organizing efforts to protect union jobs and create long-term community organization programs, promoted opportunities for union subcontractors and minority contractors, supported the passage of several laws in benefit of union members, and oversaw research, strategy, and back-office support systems.

Joe Hernandez | Senior Community and Local Workforce Advisor



Proposer:

Accelerate Maryland Partners

Experience:

- Modern Times, Inc. (12 years)
- DBE and Jobs Programs (25 years)

Role:

Senior Community and Local Workforce Advisor

Education:

BS (Aerospace Engineering), University of California Los Angeles, 1991

Certifications:

UCLA Extension Construction Management Certificate

Summary

Joe Hernandez is President of Modern Times, Inc. (MTI), a small, disadvantaged business based in Los Angeles, California. Joe is an executive manager with 25 years of experience in the field of community programs, including small and disadvantaged business enterprise (SBE & DBE) programs, local hire and job training, labor compliance, equal employment opportunity, and public and community relations. He has served as programs manager for public agency and private sector clients nationwide for major projects totalling over \$20B in capital costs. Joe has extensive experience performing these services on alternative delivery approach transportation projects including P3, CMGC, and Design Build.

Select relevant project experience

– New NY Bridge (Tappan Zee Bridge)

Joe is the Technical Advisor and former DBE Program Manager for Tappan Zee Constructors (TZC), the project's design-builder. Joe and his team are responsible for implementing TZC's DBE program to meet Federal Highway Administration (FHWA) requirements for DBE participation. He has developed and implemented the revised DBE plan for the project, which includes a TZC "team approach," to meet the 10% DBE goal for the project and the various support activities undertaken to identify, prepare, and gain DBE participation. With a significant focus placed on outreach activity, he works extensively with the project area DBE and SBE community to ensure these businesses are prepared to pursue work on the project. This includes conducting workshops and outreach events to inform interested businesses on how to work with TZC. He acts as TZC's liaison with NYSTA compliance representatives and prepares quarterly compliance reports on DBE commitments and attainments on the project. TZC has met and exceeded the project's \$314M DBE goal, which is one of the largest DBE dollar value goals in FHWA history.

– LAX Automated People Mover

Joe advises MTI's role as Certified Firms Program Manager for the LAX Integrated Express Solutions (LINXS) team on the first ever public-private partnership (P3) project at Los Angeles World Airports (LAWA). He supervises outreach programs to help interested firms find certification information, learn about upcoming opportunities, and connect with the project. Specifically, \$585M has been identified for Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veteran Business Enterprise (DVBE) firms. The project will be completed in 2023 and is on track to meet and exceed these goals.

– Green Line Extension

Joe is the Technical Advisor (formerly DBE program manager) for the Green Line Extension project in Boston, which will bring an additional six station stops north along the existing MBTA Green Line. The project has a \$127MDBE goal (\$9M for the design phase and \$118M for the construction phase). MTI is responsible for implementing and managing the project's DBE plan, which includes Good Faith Efforts (GFE) outreach to the DBE community. MTI utilizes its cloud-based customizable database system to track all outreach, which is then easily exported into a monthly or quarterly report for the owner to review.

Additionally, Joe oversees and attends outreach events for the project, and regularly meets with DBE firms in the community.

— **Purple Line**

Joe is the Technical Advisor (formerly DBE program manager) for the Maryland Department of Transportation (MDOT) Purple Line project in Prince George's and Montgomery counties. He is overseeing local staff and support staff on MTI's team, who have been overseeing the DBE program for over 2 years. This project has a 22% design and 26% DBE goal. Joe was responsible for implementing the use of MTI's customized database system on this project, to track and document all GFE activities and for all reporting purposes. Additionally, Joe oversees the MTI team's activities on the project which includes not only GFE tracking and reporting, but also includes supportive services, contract compliance, subcontractor on-boarding support, performing Commercially Useful Function (CUF) reviews, site visits, and regular communication with the project staff, local, state, and federal agencies.

— **Jacob K. Javits Convention Center Expansion**

Joe served as the DBE Program Manager for the first years of the Jacob K. Javits Convention Center Expansion Project and is currently the Technical Advisor to the MTI DBE Program team on the project. This iconic convention center in the heart of Manhattan will add 1.2 million square feet of exhibition space, and also includes a 4-level truck marshaling facility that can house over 200 tractor-trailer trucks. Joe oversees the MTI DBE program team, who provide Good Faith Efforts (GFE) outreach, participation in outreach events, and electronic collaterals materials. Joe initiated the monthly reporting template, which includes all outreach activities and prime contractor support services, to the Lendlease-Turner JV team on a monthly basis.

— **Mid-Coast Corridor Transit Project**

Joe is the Technical Advisor (formerly Project Manager) to the MTI DBE Program team supporting the Mid-Coast Transit Constructors (MCTC) for this eleven-mile long light rail project that is being constructed through a Construction Manager General Contractor (CMGC) delivery approach. The project is segmented into multiple contract supplements, each with a separate DBE goal, to account for various funding sources and related requirements. While the overall project DBE goal is 11.3%, Joe and the MTI team track DBE activity, commitment, and attainment achievements separately for each supplement. MTI is responsible for implementing the project's DBE Plan and performs all Good Faith Efforts (GFE)-related outreach, Commercially Useful Function (CUF) reviews, DBE participation schedule tracking, DBE commitment / attainment reporting, and monthly internal / external DBE reporting. MTI has implemented a custom-built database system for the DBE program to document, track, and report on all DBE program related activities, which includes an enhanced module that tracks activity performed by the procurement team for subcontract awards, change orders, and payments including prompt payment. Joe provides technical support to the MTI DBE program manager overseeing the project. The project is on track to meet the 11.3% overall DBE goal and the 15-20% overall SBE objective.

Rob Kerns | Design Project Manager



Proposer:

Accelerate Maryland Partners

Experience:

- Transurban (13 years)
- Transportation Infrastructure Experience (13 years toll roads, 26 years total)

Role:

Design Project Manager

Education:

Bachelor of Science (Civil Engineering), Virginia Tech, 1992

Master of Business Administration, Johns Hopkins University, 2005

Certifications:

Professional Engineer, Virginia, Maryland

Summary

Rob Kerns is a Project Development and Delivery Manager at Transurban. He has 26 years of transportation infrastructure experience in toll road design, traffic engineering, transportation planning, road operations management, and dynamic tolling management. He specializes in P3 road projects. He has played a major role in key road projects in the U.S., with a particular focus on the greater Washington Area.

Before joining Transurban, Rob served as a Senior Project Manager for Parsons Transportation Group, where he focused on traffic engineering and transportation planning for both public and private sector clients. A civil engineer by training, he has also served as a transportation engineer at SAIC and VHB.

Select relevant project experience

— I-395 Express Lanes

Rob directed the planning and approval efforts for the project scope, including the complex northern terminus, which required major innovative, out-of-the-box thinking to transition three reversible lanes to two-lanes traveling in each direction at the Potomac River. He worked closely with critical stakeholders including Arlington County, VDOT, FHWA, and the Pentagon to arrive at consensus and approval of the project. Rob led project design for the 395 Express Lanes, including the roadway, signing and striping, ITS, protective gates and traffic signals.

— I-95 Express Lanes

Rob led the preliminary engineering design of the project and estimated capital cost requirements through internal staff and external consultant support. He managed the successful approval of the Interchange Justification Reports and associated NEPA studies for the 95 Express Lanes. Rob was responsible for preparing the project for operations, including the policy and procedure documentation for roadway incident response and routine maintenance.

— I-495 Express Lanes

Rob managed the alternatives analysis, preliminary engineering, and estimated capital cost requirements for development of the project. He represented Transurban at dozens of meetings with Fairfax County, VDOT, and FHWA, along with public information meetings to educate community members on projected impacts and construction updates. Rob led the development and implementation of the novel Express Lanes dynamic pricing system and toll algorithm, including implementation of toll pricing and post-opening traffic and revenue analysis.

Leon Kriebel, PE | Phase Developer Quality Manager



Proposer:

Accelerate Maryland
Partners

Experience:

- WBCM (37 years)
- Other Firms (8 years)

Role:

Phase Developer Quality
Manager

Education:

BS (Civil Engineering),
Pennsylvania State
University, 1975

Certifications:

Professional Engineer:
Maryland, #12042, 1980

Also registered in DC,
DE, PA, and WV

Summary

Leon Kriebel has been involved in delivering major multi-modal transportation projects for all MDOT Business Units including planning, design, construction, and QA / QC for more than 45 years. Thus, he has a unique understanding of the MDOT-SHA project delivery process and requirements. He has been involved in many of MDOT's major freeway transportation projects including, I-195, I-97, US 50 / 301, I-695 and US 50 Bypass of Salisbury. Leon was on the forefront of MDOT-SHA's Design-Build initiative having worked with the Office of Highway Development in developing the procedural documents and rating criteria for Design-Build specifications. He served on the steering committee to establish the Maryland Chapter of DBIA. He is experienced with Design-Build project delivery requirements and working with the DBIA's Best Practices Manual and was responsible for QA / QC and project management of Design-Build projects including the Central Light Rail Extension, US 29 / MD 198 interchange, MD 30 Bypass of Hampstead, and Contracts C and D / E of the InterCounty Connector (ICC).

Select relevant project experience

- **InterCounty Connector Contracts C and D / E** - Leon was the Design Quality Control Manager (DQCM) for the Design-Build Team for Contract C which extends 3.7 miles from west of US 29 to east of I-95 and includes interchanges at I-95, US 29, and Briggs Chaney Road, and for Contract D / E which extends 1,400 lf east of I-95 to the terminus of MD 200 at US 1 and includes 1.9 mile of C / D lanes on I-95 north to MD 212, the reconstruction of 4,100 lf of US 1 to a divided 4-lane section, and an interchange at Virginia Manor Road. As DQCM, Leon prepared the Design Quality Control Manual, trained all design personnel on the quality control procedures to be followed and ensured that the QA / QC procedures and requirements of the contract were performed. He attended monthly Quality Management meetings with the owner's representatives reporting on quality control measures and metrics. The project included 21 bridges, 5 box culverts, 25 retaining walls, 6 noise walls, 18 SWM facilities ESC, landscape, signing, markings, signals, ITS, MOT, 6 miles of utility relocations, environmental mitigation, geotechnical investigations, public outreach, and a continuous flow intersection at MD 200 / US 1.
- **SHA Preliminary and Final Engineering Open End Contract** - As Principal-in-Charge and QA / QC Manager, Leon oversaw all work on the contract including schedules and budgets and was responsible for performing quality assurance checks to ensure that design staff were adhering to WBCM's quality control procedures and policies.
- **MD 404: Dualization of MD 404 from west of MD 309 to Cemetery Road** - WBCM provided transportation analysis and design services, surveys, landscape, environmental permitting, NEPA, utility and ROW coordination, and Phase V services.
- **MD 210 at Kerby Hill Road** - WBCM developed a revised interchange design during a VE study which included an innovative design to bring the ramps up in the median of MD 210 to a single intersection with the side roads, thus minimizing environmental and Right-of-Way costs. Leon prepared Design-Build bid package and provided design reviews of the Design-Build team's submissions for highway, bridge, traffic, H&H, landscape, and environmental disciplines.

Stacie Richmond Kurzhals | Right-of-Way Acquisition Manager



Proposer:

Accelerate Maryland Partners

Experience:

- Owner / President of DBE firm for 1.5 years
- Right of way/DOT Experience 12+ years
- Land Development Construction and Project Management Experience 20+ years

Role:

Right-of-Way Acquisition Manager

Summary

Stacie Kurzhals has more than 20 years of Land Development / Construction industry experience, including in multiple jurisdictions and with many Federal and State Governmental regulatory agencies, DOTs, and major Utilities. Stacie has strong skills in design oversight, budget analysis, negotiation, writing, and planning. She is skilled at effective communications with a broad spectrum of individuals; homeowners, planners, engineers, county inspectors and staff, consultants, attorneys, and construction personnel.

Select most relevant project experience

- **Dulles Corridor Metrorail Project – Phase 2**
Stacie is currently the Right of Way Manager for the Dulles Metrorail Project Phase 2, with same responsibilities as Phase 1. This also includes responsibility for Turnover and Acceptance of property rights by the Washington Metropolitan Airports Authority and expert testimony as a fact witness for the Commonwealth of Virginia.
- **Dulles Corridor Metrorail Project – Phase 1**
Dulles Transit Partners and Dewberry. Airports Authority-approved Key Personnel Right-of-Way Manager responsible for securing the property rights in support of the Metrorail Project and the extensive utility relocation work related to the Project. Responsibilities included property owner negotiation and extensive coordination with Fairfax County and utility companies, and coordination of adjacent development. Also responsible for planning and managing the right-of-way schedule to ensure that critical path milestones are met. She was in frequent coordination with the project's engineering staff to recommend design options that reduce or simplify the need for right-of-way acquisition and played a role in coordination with external legal counsel and is authorized to act as agent for MWAA. She was successful in leading the team that acquired all necessary rights (permanent easements, temporary easements, fee properties, and rights of entry) to construct Phase 1 improvements with zero delays.
- **Kenilworth Avenue Pedestrian Bridge Right-of-Way Acquisition Services**
Stacie was the Right of Way task manager for the Kenilworth Avenue Pedestrian Bridge. The scope of services includes property / boundary survey, preparation of right-of-way plats, Phase II Environmental Site Assessment (ESA) including building Hazmat survey report, and right-of-way acquisition of full parcel or partial property / permanent easement. The property acquisition services include coordination with DDOT, property owners and various other agencies, preparation of title reports and title updates, appraisals, independent review of appraisals, appraisal notification letters, just compensation letters and offer packages, negotiations, settlement or condemnation, and relocation of businesses.
- **Jefferson Davis Highway Widening (US Route 1)**
Stacie managed the Right of Way services for the approximately 2 miles of road widening, pedestrian improvements, and associated utility modification required to upgrade Route 1 from the existing 4 lane undivided section to 6 lanes divided from Neabsco to Featherstone Roads. She ensured that Right of Way was acquired across over 50 parcels to support the construction schedule for this Design Build Project.
- **Round Hill Main Street Improvements**

Stacie led the property acquisition effort for the rights needed to construct pedestrian and storm drainage improvements to an existing, mostly residential “Main Street” for the small town of Round Hill, Virginia. She updated and tailored existing template documents for this Locally Administered Project, to meet the specific needs of the Town, yet comply with VDOT’s ROW Manual and VA State Code requirements. Stacie has also participated in review of scoping and RFP documents for the Town and Loudoun County to support an innovative joint contract for this project and an adjacent Loudoun County Project to create better “buying power” for the client. This has required creative approaches to permitting and other plan details that have been closely coordinated with the Town, the County, and VDOT. The Town continued to rely on Stacie to perform additional on-call services such as a feasibility study for the purchase of Well Lots for the Town, an effort that required Stacie to prepare information and exhibits to present to a local HOA Board on the Town’s behalf.

Kimberly Larkin | Environmental / Right-of-Way (ROW) Lead



Proposer:

Accelerate Maryland
Partners

Experience:

- Dewberry (21 years)
- Infrastructure
Experience (32 years)

Role:

Environmental / ROW
Lead

Education:

BS(Environmental
Science), Ferrum
College, 1986

Certifications:

Certificate -Dept. of
Professional and
Occupational Regulation
SME – Virginia Wetland
Delineator Task Analysis
Workshop.

Certificate-Federal
Highway Admin. NEPA,
Project Development &
Section 4(f)

Certificate Perennial
Stream Field ID Protocol

Certificate Applied Fluvial
Geomorphology

Summary

Kimberly Larkin has 32 years of experience in NEPA document preparation and processing, regulatory permitting, and 18 years of design build experience. She has extensive experience in Section 10 and CWA Sections 404 / 401, wetland and stream delineation, tidal and nontidal regulatory permitting, and Section 402 NPDES permitting, mitigation, and restoration. She is intimately familiar with the regulations and requirements of the U.S. Army Corps of Engineers (USACE), obtaining State and Local Permitting and approvals, Natural Heritage Programs, the U.S. Fish & Wildlife Service (USFWS), NOAA Fisheries, the Environmental Protection Agency (EPA), and many other state and local regulatory agencies. Kimberly works closely with these agencies to compile, analyse, and document the quantitative impacts on the environment from a wide variety of projects including roadway, land development, wetland and stream restoration, and utility projects.

Select relevant project experience

– Route 7 and Belmont Ridge Road Interchange

Provided project scoping and EA level NEPA document preparation with four project alternatives. Worked closely with design engineers to avoid a NRHP-eligible slave cemetery and obtained a “No effect” determination from the SHPO. Conducted public hearings in accordance with state and local requirements and obtained a FONSI from FHWA and all project regulatory permits for the project.

– Route 28 Corridor Improvements

The PPTA project involved the permitting and construction of a total of ten roadway interchanges and two roadway widening projects which included numerous utility relocations and upgraded facilities on new locations. Several crossings involved National Historic Preservation Act Section 106 and Land and Water Conservation Act Section 6(f) issues, including a cemetery relocation. Kimberly coordinated required investigations, mitigation, and findings with the Virginia Department Historic Resources (DHR), Fairfax County Park Authority, the Northern Virginia Regional Park Authority (NVRPA), and Dulles Airport. She developed an EA level NEPA document for a section under the Federal Airport Authority’s (FAA) jurisdiction blending the FHWA formats with the FAA format. Kimberly was also responsible for completing wetland delineations, obtaining regulatory permits including Clean Water Act Section 404 / 401, and subaqueous bed permits from VMRC, as well as assuring permit compliance during construction. Also conducted state threatened Wood Turtle surveys and coordination.

– New Substation & Transmission, Dominion Resources

The project involved new transmission lines and a substation in Arlington County. Project involved military installation and extensive coordination with several federal property owners including the National Park Service, as well as several adjacent historic districts and landmarks. Kimberly provided EA level NEPA document preparation and approvals Section 106 coordination, visual impact assessments, CZMA, and permitting for this project. Involved coordination with the National Park Service, and three other agencies as well as the National Capital Planning Commission.

Amando Madan | Treasurer

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (2 years)
- Infrastructure Experience (20+ years)

Role:

Treasurer

Education:

BA
(Economics/Spanish),
George Mason
University, 1992

Master's in economics,
George Mason
University, 1994

Master's in business
administration, Fuqua
School of Business
(Duke University), 2001

Summary

Amando Madan is the Treasurer for Transurban, North America. He is responsible for the debt and equity funding of all projects, helping to manage treasury, corporate finance, accounting, and financial planning and analysis (FP&A) functions for Transurban's North American assets and operations. He plays key roles in structuring, negotiating, and financing toll lane developments and bid submissions from project inception, development, and construction, through operation.

With over 20 years of infrastructure experience, Amando has been responsible for raising commitments for over \$15B in funding for infrastructure in the U.S. and globally, including TIFIA, private activity bonds, bank debt, and equity investments.

Prior to joining Transurban, Amando spent twelve years at Skanska Infrastructure Development as Senior Vice President of Project Finance and Project Development. Before that, he worked on Wall Street covering the infrastructure sector.

Select relevant project experience**— LaGuardia Airport Central Terminal Building**

Co-led the development, financial structuring, and financial close of the LaGuardia Central Terminal Building in New York City. This \$4B P3 project was the largest transportation project in the US and involved combination of revenue sources including private airlines and private concessions. The project financing involved different sources of funding including equity, debt, passenger facility charges, retail, and airline revenues, and ultimately obtained favourable ratings, strong interest in the market, and lower priced debt than similarly rated transactions.

— Elizabeth River Tunnels

One of the co-leads in the development, financial structuring, and financial close of the Elizabeth River Tunnel project. The \$2.1B revenue risk project was one of the largest transportation P3 projects in the United States. Amando was one of the leaders within the consortium, which was chosen to develop the project through a predevelopment agreement. The project financing involved equity, Private Activity Bonds and a substantial TIFIA loan. After delivery of the project, Amando remains active in the project including a role on the Board for some time.

— I4 Ultimate

Co-lead in the development, financial structuring, and financing of the \$2.9B availability risk toll road project in Orlando. The P3 involved completely reconstructing the existing general-purpose lanes and adding four express toll lanes across a 21-mile stretch of Central Florida's most vital transportation artery. The project financing involved a combination of equity, state contribution, TIFIA, and bank debt.

Dave Mahoney | Senior Design Personnel

**Proposer:**

Accelerate Maryland Partners

Experience:

- Dewberry (31 years)
- Infrastructure Experience (20+ years)

Role:

Senior Design Personnel

Education:

BS, Civil Engineering, South Dakota State University, 1984

Registrations:

Professional Engineer: VA, MD, DC, DE, GA, NC

Summary

Dave Mahoney manages the Transportation Market Segment and Alternative Project Delivery for Dewberry. For most of his 34-year career, he has concentrated on alternative delivery for surface transportation projects. His passion and focus on design-build and public-private partnerships is well-illustrated by the successful delivery of more than \$6B in highway projects. Dave's zeal for reducing project delivery times sparks creativity and out-of-the-box thinking as he and his team develop cost-saving innovative solutions to clients' most pressing transportation issues including safety, capacity, and alternate funding sources. He has been influential in promoting design-build in the North East, Mid-Atlantic, South-East regions, and in California. Dave leads Dewberry's transportation service line, with an annual sales exceeding \$200M, providing design for federal, state, local, and private sector clients along the east coast and in California.

Select relevant project experience**– Dulles Corridor Metrorail Project – Phase 2**

Principal-in-Charge and Technical Design Manager for the 11 mile \$1.3B Phase II extension of Metro from Wiehle Avenue, through Dulles Airport, and west to Route 772 in Loudoun County. Managed design of all disciplines including mapping, surveys, utility relocations, six new stations, highway improvements, stormwater management, wayside buildings, systems design, and track design.

– Intercounty Connector Contract C

Principal-in-Charge and Design / Project Manager for this new six-lane \$536M design-build roadway project including 3.8 miles, 20 new bridges, a new three level interchange with Rt 29, new interchange with Briggs Chaney Road, and a new three level interchange with I-95 – with over two million yards of earthwork. Dewberry led the design for the JV Team of Clark / Shirley, Facchina, and Trumbull. As the design lead, Dewberry provided mapping, surveys, geotechnical investigations, design of bridge and structures, stormwater management, floodplain studies, signing and marking, signals, ITS system, electronic toll collection (ETC), lighting, traffic analysis, environmental services, noise analysis, landscaping, and utility relocations. Dewberry provided construction administration and inspections during the construction phase.

– Route 28 Corridor Improvements

Project / Design Manager for the Dewberry design-build team, responsible for the overall design of the \$450M project that includes roadway widening, 10 new interchanges, and various secondary roadways, including implementation and monitoring of all Design QA / QC measures. He provided oversight of the project engineers responsible for the design of individual roadway elements, coordination with VDOT, and local agencies including MWAA, Loudoun County, Fairfax County, as well as the NVRPA. Conducted public hearings and other community and public involvement meetings during development of the secondary roadway projects to ensure that the local residents and businesses were involved in the development process. Actively monitored the design schedule and staff resources allocation to ensure design schedule compliance.

Rick Mayfield, PE | Design & Construction (D&C) Procurement Personnel



Proposer:

Accelerate Maryland Partners

Experience:

- Macquarie Capital (6 years)
- Kiewit Infrastructure West (6 years)

Role:

D&C Procurement Personnel

Education:

BS (Civil Engineering), California State University Long Beach, 2009

Registrations:

Professional Engineer: CA

Certifications:

FINRA Series 79, 63, and 50

Summary

Rick Mayfield is a Vice President in Macquarie Capital's Infrastructure Projects and Principal team and is responsible for P3 project development and execution. Rick has over ten years of experience in North American infrastructure with extensive experience managing large scale public infrastructure projects and working closely with government stakeholders to achieve successful project delivery. Rick was a leading member of the Macquarie team advising CDOT and HPTE on their successful procurement of the \$1.2B Central 70 P3. Prior to joining Macquarie Capital in April 2015, Rick was a project manager at Kiewit Infrastructure West Co. where he held a variety of engineering and project management / delivery roles.

Select relevant project experience

— Norte III

Rick led the formation and start-up of the Project Company (SPV) for the design, build, finance, operations, and maintenance of a 900 MW combined-cycle gas turbine power plant in Ciudad Juarez, Mexico. Post financial-close, Rick was responsible for establishing the SPV in Mexico City and hired the SPV staff, negotiated commercial leases and agreements, and initiated construction oversight and asset management procedures for the SPV.

— I-70 Central 70

Rick was a leading member of the Macquarie advisory team to the Colorado Department of Transportation (CDOT) and the High-Performance Transportation Enterprise (HPTE) on their procurement of the \$1.2B Central 70 P3. Rick worked closely with CDOT and HPTE to optimize procurement structure process, which included 4 shortlisted consortia, and provided guidance on design-build related procurement initiatives. In addition, Rick analyzed proponents' Alternative Technical Concepts, and provided recommendations to the Department on technical and commercial terms and conditions. Rick also served as the advisor representative to CDOT and HPTE in the technical and commercial one-on-one sessions.

— Silver Line Metro Extension

In his immediate prior role with Kiewit Infrastructure West Co., Rick was the Design-Build Coordinator for Capital Rail Constructors (CRC), the joint venture responsible for the design-build of the \$1.2B Silver Line Extension for Washington Metropolitan Area Transit Authority's (WMATA) metro rail network. Rick was responsible for the management of CRC's \$75 M contract with design partner Parsons Transportation Group, as well as coordination between field operations and design resources. Additionally, Rick was responsible for liaising with WMATA representatives in regular update and coordination meetings.

— Carlsbad Desalination Plant

Rick was the Design-Build Coordinator and Project Engineer for the EPC joint-venture of Kiewit Shea Desalination, during the design and construction of the largest desalination plant in the western hemisphere, the \$1B Carlsbad Desalination Plant. Rick's responsibilities included chairing weekly coordination meetings with project stakeholders Poseidon Water (concessionaire) and San Diego County Water Authority (off-taker), commercial negotiations, schedule management, design management and field activity coordination, permitting activities, and overall project cost controls.

Mike McGurk | Public Relations Coordinator

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (nearly 10 years)
- Communications, marketing and public relations (11 years)

Role:

Public Relations Coordinator

Education:

Bachelor of Arts (Communications), George Mason University, 2010

Summary

Mike McGurk is the Customer Experience Manager at Transurban. He has ten years of communications, public relations, and marketing experience in managed lanes infrastructure across project development, delivery, and operations phases. He has managed and supported teams across a diverse portfolio of communications disciplines, including research, advertising, branding, digital, crisis communications, community outreach, and social media programs. He has served as spokesperson of Transurban USA's asset operations for more than five years and has extensive experience in media relations.

Before joining Transurban, Mike worked in business development and marketing with a boutique staffing and recruiting company.

Select relevant project experience**— I-395 Express Lanes**

Mike was responsible for direct-impact community engagement during the project's early works as well as delivering a comprehensive marketing campaign to prepare regional corridor users for the project's opening. As a result of the campaign, which combined advertising with owned and earned media, the project achieved strong E-ZPass adoption, saw no material safety issues stemming from driver confusion, and earned positive customer satisfaction feedback from early users.

— I-95 Express Lanes

Prior to tolling go-live, Mike led a communications campaign focused on transitioning HOV lane users to the new express lanes. The program used frequent quantitative research studies and input from carpool and transit stakeholders to develop a robust digital platform to help equip customers with E-ZPass Flex transponders. As the project moved toward operations, Mike managed and supported a number of communications work streams, from website and mobile app tools to creative video content.

— I-495 Express Lanes

During project delivery, Mike managed the extensive community and public outreach component of the project's multimillion-dollar communications campaign. In that capacity, he represented Transurban and its assets at meetings with stakeholders including homeowners and civic associations, local government, chambers of commerce, and public sector employers. When the project became operational, he led customer programs aimed at generating revenue, improving sentiment, and offering tools to support new customer on-boarding.

Ivan Mestre Rodriguez, P.E. | D&C Coordinator

**Proposer:**

Accelerate Maryland Partners

Experience:

- Magnitvde (3 years)
- California Rail Builders (2 years)
- Ferrovial Construction US & Canada (7 years)

Role:

D&C Coordinator

Education:

B.S. degree (Civil Engineering), Polytechnic University of Catalonia - 2008

M.S. degree in Civil and Architectural Engineering, Illinois Institute of Technology - 2009

Registrations:

Professional Engineer: CO, TX

Summary

Since the beginning of his professional career, Ivan Rodriguez has specialized in all aspects of design management, with a strong emphasis in complex, international, multidisciplinary large transportation projects, and especially as part of Public-Private Partnerships (P3) and Design-Build (DB) projects under fast-track schedules. He has been responsible for overseeing all aspects of preliminary and detailed design of projects with budgets totaling over \$1B. His responsibility includes the selection of design consultants, participate in meetings with key stakeholders, the preparation of contracts and scopes of work in agreement with the Owner's requirements, the management, direction, and supervision of design consultants, the direction and supervision of his own design teams to meet the bid and detailed design requirements, determine construction quantities, and develop a winning proposal from a technical standpoint.

Ivan holds a B.S. degree in Civil Engineering from the Polytechnic University of Catalonia in Barcelona, and a M.S. degree in Architectural Engineering from the Illinois Institute of Technology in Chicago. He has over 12 years of experience in infrastructure design and management and his direct experience covers many aspects of design as a Professional Engineer qualified in the United States and Spain.

Select relevant project experience**— DIA Great Hall Project**

Deputy Design Manager and Deputy Contract Manager for Great Hall Builders (Saunders – Ferrovial joint venture) on this Predevelopment Work phase P3 contract consisting of a complete internal reconfiguration of levels 5 and 6, and more limited changes to level 3 and level 4 of the Jeppesen Terminal at the Denver International Airport in Colorado. The priority of the project was to improve the way all users interact with the Terminal and to enhance the efficiency of the passenger process. Original construction cost was \$650M and final completion was expected in 2021. Project was completed in November 2019.

— California High-Speed Rail Construction Package 4

Design Manager for California Rail Builders (Griffith – Ferrovial joint venture) responsible for the detailed design of the Construction Package 4 (CP-4), the third significant construction contract executed on the Initial Operating Section of the California high-speed rail (HSR) program. As Design Manager, Ivan was responsible for overseeing the detailed design of the project from the preliminary bid design to final design and approval. The CP-4 Design-Build contract consists of 21 miles of HSR within the counties of Tulare and Kern and the cities of Wasco and Shafter. The alignment includes a number of elevated sections over existing roadways, railroad main lines of BNSF and watercourses, where the HSR system will be capable of operating speeds up to 220 miles per hour. Construction cost is \$440M and final completion is expected in 2020.

— Highway 407 East Extension Phase 2

Proposal Design Manager for (Dufferin – Ferrovial joint venture) on the second phase extension of the Highway 407 ETR in Toronto, Canada. The highway includes 44km of new toll road east of Highway 407 East Extension providing a new link with Hwy 35/115 and Hwy 401.

Construction cost of \$ 750M. Under this contract, Cintra – Ferrovial in association with Dufferin / Holcim was nominated as the preferred bidder. Project was awarded in December 2015 completed in November 2019.

– **US Route 460 Corridor Improvements**

Proposal Design Manager for US 460 Mobility Partners (American Infrastructure – Ferrovial joint venture) on the construction of 55 miles of new four-lane greenfield divided toll road connecting Petersburg and Suffolk in Virginia. Construction cost of \$1.4B. The project was awarded in 2013 and later cancelled by VDOT in 2015.

– **Highway 407 East Extension Phase 1**

Proposal Design Manager for the 407 East Development Group (SNC-Lavalin – Ferrovial joint venture) for the first phase extension of the Highway 407 ETR in Toronto, Canada. The extension includes 40km of new toll road east of the existing 407 ETR providing a new link between Hwy 407 and Hwy 401. Construction cost of \$800M. Under this contract, Cintra – Ferrovial in association with SNC-Lavalin were nominated as the preferred bidder. Project was awarded in May 2012 and completed in early 2016.

– **North Tarrant Express (NTE) Segments 3A-3B**

Proposal Design Engineer responsible for preparing partial designs, developing and conducting verification calculations of the design to identify and control risks during the proposal phase, and improving the financial standing of the project participating in the development of technical design alternatives and innovations. The project included four managed (toll) lanes for 10 miles on I-35W and the 4-level multi-lane IH-35W / IH 820 Interchange. Awarded in 2010 to a consortium led by Cintra – Ferrovial with a construction cost of \$1,100M.

– **IH 635 Managed Lanes - LBJ Express**

Proposal Design Engineer supervising all aspects of the bid preliminary design responsible to develop partial designs for different ATCs that were developed further in detail by the lead designers. This relieved congestion north of Dallas on 13 miles of I-635 (LBJ Freeway) from just west of I-35E (near Luna Road) to just east of US 75 (near Greenville Ave.), and south on I-35E from I-635 to Loop 12. The project involved the reconstruction of the main lanes and frontage roads along I-635, the addition of six managed lanes (mostly subsurface) along I-635 from I-35E to US 75 and four managed lanes west and east of that stretch, and the addition of six elevated managed lanes along I-35E from Loop 12 to the I-35E / I-635 interchange.

Jason Mills, PE, LEED AP | Senior Design Personnel

**Proposer:**

Accelerate Maryland Partners

Experience:

- Soltesz (23 years)
- Engineering Experience (18+ years)

Role:

Senior Design Personnel

Education:

Bachelor of Science (Civil Engineering), University of Hartford

Certifications:

Licensed Professional Engineer, Maryland #40836

LEED Accredited Professional

Summary

Jason Mills is a Project Manager with over 19 years of experience in civil engineering design and processing of various permits through federal, state, and local agencies. He is experienced in the design and preparation of sediment control plans, site plans, preliminary plans, stormwater management, grading plans, grade establishment plans, storm drain and paving plans, and permit processing. Jason's stormwater management permitting experience includes permitting for ESD for new construction as well as retrofits. Jason has significant experience with MDE drain safety regulations and has successfully managed this process many times.

Select relevant project experience**— Purple Line**

Soltesz was engaged to support the Purple Line project to address environmental, stormwater, floodplain, drainage, and utility conflict issues that were not being solved in a timely manner by the original design team. As one of the lead project managers, Jason is providing QA / QC peer review management of design documents identifying issues while providing expert guidance on resolutions for permissibility of submittal plans to ensure complete and consistent packages that satisfy regulatory requirements of each Authority Having Jurisdiction (AHJ). His additional support has included securing lagging permit approvals where consensus could not be reached by a variety of state and local review agencies and the design team.

— Corvias / Prince George's County Clean Water Partnership

Soltesz has been engaged by the Cleanwater Partnership formed by Corvias Solutions and the Prince George's County Department of the Environment to treat via Environmental Site Design measures in excess of 2,000 acres of untreated Prince George's County land. Jason serves as a Project Manager for the Early Impact program. This program encompasses almost any site that meets MDE criteria and may include schools, libraries, fire stations, or similar facilities on public land. A project of this magnitude requires extensive knowledge of a wide variety of devices. Jason knows how to design and permit these devices and is able to communicate effectively with individuals less familiar with these concepts. This ensures seamless hand off from design to construction and is helpful when reviews stall. Jason has maintained a high speed of design while maintaining program goal of low-cost design.

— US Route 1 Flood Study

Soltesz conducted an extensive hydrologic and hydraulic analysis of a seven square mile watershed in the Beltsville and Laurel areas, to assess the current flooding at US Route 1. This study modeled existing and ultimate watershed conditions defining existing flows and flooding levels in the watershed. Jason was the Project Manager for this study that incorporated the routing effects of numerous regional and built stormwater facilities and culverts, to define more accurately the changes to the peak hydrograph flows in the overall watershed.

Gerard “Jerry” Mrykalo, PE, PTOE | ITS / Tolling Lead



Proposer:

Accelerate Maryland Partners

Experience:

- Dewberry (14 years)
- Infrastructure Experience (15 years)

Role:

ITS / Tolling Lead

Education:

BS (Civil Engineering),
The Penn State
University, 2005

Registrations:

Professional Engineer:
MD, VA, NC, GA

Professional Traffic
Operations Engineer:
US

Summary

Jerry Mrykalo has extensive experience in traffic control device design and analysis. He has served as a Senior Traffic Engineer on over 40 projects with combined construction values of over \$2B, including projects on both I-495 and I-270. His experience includes more than 350 lane-miles of signing and markings, 100 overhead signs using GuideSIGN, 50 traffic signals, MOT design on over 100 roadways, Lighting design on over 20 miles of roadway, and ITS design for over 30 miles of roadway. He also specializes in TMP development, safety audits, and traffic analysis.

Select relevant project experience

— I-95 Express Lanes

Lead ITS / ETC Engineer for MDTA's 8-mile extension of I-95 ETLs north of Baltimore. This project included ITS and tolling design for two new express toll lanes along I-95, and new ITS devices along adjacent SHA roadways. Responsibilities included field investigation, device siting studies, preliminary and final design, and research on new technologies. Components of the design included 26 new / modified CCTV cameras, 10 DMS signs, 4 toll rate signs, 4 Automated Traffic Recorders (ATRs), 2 Travel Time Readers (TTRs), fiber optic and wireless communications design, and toll gantry design.

— Intercounty Connector Contract D / E

Senior Traffic Engineer for the \$110M Contract D / E of the ICC project. The project included the construction of 0.9 miles of a new four-lane freeway, two interchange modifications along I-95, one new interchange at Virginia Manor Dr, and the construction of 2.4 miles of collector-distributor roadways along I-95. Responsibilities included oversight of the design of 26 overhead sign structures, 30 guide signs using GuideSIGN, 4 signals, interconnect, corridor-wide signing and marking, sign lighting, RPM's, Variable Toll Rate signing, and ITS. Prepared 7 stages of MOT including temporary signals, interconnect, and lighting and TMP development. Additional design responsibilities included work zone ASE and field meetings with the design team to address construction issues.

— I-66 Outside the Beltway

Lead Traffic Engineer for the \$73M median and outside widening I-66 from 4 lanes to 8 for 3 miles from Gainesville to Haymarket, including replacement of 2 overpass bridges. Responsible for traffic analysis and studies, TMP development, MOT / TTC, detour design, signal design, overhead signing and pavement marking design, and ITS design. ITS devices included new fiber backbone and distribution cables, DMS signs, CCTV cameras, and Microwave Vehicle Detectors (MVD).

— I-64 Capacity Improvements, Segment III

Senior Traffic Engineer for the \$244M reconstruction and widening of I-64 in Williamsburg from 4 lanes to 6 for 7 miles. Four bridges on I-64 widened and two replaced. Responsible for traffic analysis and studies, MOT / TTC, TMP development, signing and pavement marking design, and ITS design. The project included overhead signs, communications systems design, general information DMS signs, travel time comparison DMS signs, and temporary and permanent CCTV cameras.

Joel Oppenheimer, P.E. | Transit Coordinator

**Proposer:**

Accelerate Maryland Partners

Experience:

- STV (15 years)
- Infrastructure experience (40+ years)

Role:

Transit Coordinator

Education:

Master of Engineering Administration, The George Washington University College of Engineering, 1988

BS (Civil and Urban Engineering), University of Pennsylvania, 1979

Registrations:

Professional Engineer: Maryland, District of Columbia, Virginia, and seven other states

Memberships:

Eno Center for Transportation, Board of Directors

American Society of Civil Engineers (ASCE)

American Society of Highway Engineers (ASHE)

Institute of Transportation Engineers (ITE)

Summary

Joel Oppenheimer has more than 40 years of expertise in transit project planning, preliminary engineering, and engineering. He has served as the project manager for several major MDOT MTA planning projects, railroad studies, and final design involving extensive planning, environmental, and engineering services. He has extensive experience coordinating closely with the MDOT MTA and knows its requirements. Joel has managed various studies and final design projects for MDOT MTA, successfully meeting their goals. In addition, he has excellent project management abilities and is adept at facilitating public involvement, including serving as the leader of multiple MDOT MTA Program Management Consultant (PMC) and General Engineering Consultant (GEC) contracts.

Select relevant project experience

- **MDOT MTA-1264B Red Line Program Management Consultant**
Managed planning and design of the 14.1-mile Red Line light rail transit project in Baltimore. Joel oversaw the GEC, as well as public involvement, planning, and environmental services. He served as a direct extension of MDOT MTA staff in the areas of program management, planning and design management, public and stakeholder communication and outreach, and cost estimating and scheduling oversight. Joel coordinated with MDOT MTA and FTA, facilitated public involvement in the planning phase, oversaw design for the general engineering consultant, and managed the NEPA approvals process, which included a Record of Decision.
- **MDOT MTA-1265B Purple Line Corridor Study and P3 GEC**
Led an AA and DEIS for a range of alternative means for addressing mobility and accessibility issues between Bethesda and New Carrollton, including no-build, transportation system management, light rail transit, and bus rapid transit alternatives. Transportation planning initiatives for MDOT MTA included station location determination, alignment development, access and operations planning, mapping, vehicle selection, and operating costs.
- **MDOT MTA-1368A PMOEC**
Day-to-day project manager for Program Management Oversight and Engineering Consultant (PMOEC) services for MDOT MTA transit and railroad structures and facilities, including Metro subway, light rail, bus, MARC, commuter bus, paratransit, and freight. The \$10M program encompasses new mass transit initiative projects, as well as engineering services for existing MDOT MTA facilities (system preservation and enhancements). Joel is currently overseeing a task to realign the track on Howard Street in Baltimore, including the relocation of the northbound Lexington Market light rail station.
- **MDOT MTA-1379C On-Call Civil Engineering Services**
Oversaw the management of several individual tasks under this \$15 M civil engineering design contract. Joel facilitated a value engineering task to reduce the cost of the Kirk Avenue Maintenance Facility in response to bids that came in 15% over the engineer's estimate.

Steve Ott | Permitting Coordinator



Proposer:

Accelerate Maryland Partners

Experience:

- Dewberry (1 years)
- Infrastructure Experience (30 years)

Role:

Permitting Coordinator

Education:

BA (Physical Geography), University of Maryland, 1990

Registrations:

Erosion & Sediment Control Yellow Card: MD

Erosion & Sediment Control Green Card: MD

Forest Stand Delineations - Qualified Professional: US

FAA Remote Pilot: US

MDE Responsible Personnel Training for E&S Control: MD

Summary

Steve is an Environmental Scientist for Dewberry's Environmental Group. His primary role and responsibilities are to provide Permitting and Environmental Compliance Monitoring oversight and inspection services during the design and construction phase for major, complex transportation projects. Technical expertise / experience gained on two of SHA's largest projects (ICC & WWB). Steve is also experienced in completing wetland and forest-stand delineations, geomorphologic and biologic stream assessments, noise monitoring, and water quality monitoring during construction.

Select relevant project experience

— Environmental Management and Permitting State wide, Maryland

Environmental Project Manager responsible for obtaining the necessary state and federal wetland and waterways permits (Tidal and non-Tidal) for all SHA projects ranging from planning to design to construction and maintenance. He then screened the project locations using GIS environmental mapping and conducted site visits, when needed, to verify resources. Plan sets are then submitted to the SHA-PE for review; any resource boundaries and impacts are verified to ensure that the plans accurately reflect existing conditions in the field. During the plan review and Preliminary Investigation (PI), avoidance and minimization of impacts to resources are brought to the attention of the SHA-PE and designers. Once the plans are finalized, Steve then submitted a Joint Permit Application (JPA) to MDE and USACE for review and comments ensuring that any reviewing agency (MDE, USACE, USFWS, DNR) issues are resolved. Once the authorization has been given (permit approval), copies are distributed to the appropriate SHA personnel. Steve also coordinated any permit modifications including stream closure waivers with SHA and the permitting Agencies.

— Intercounty Connector Contract C and D / E

Served as Environmental manager responsible for all aspects of the project's environmental awareness, commitments, and compliance. He provided environmental input / daily oversight for design and construction activities to comply with the 1000+ commitments outlined in the National Environmental Policy Act (NEPA) and permitting process. Provided services for two out of five ICC contracts (C and D / E): Contract C extended 3.7 miles from just west of US 29 (Columbia Pike) to just east of I-95 and included 1.9 miles of collector-distributor lanes on I-95 to MD 212 (Powder Mill Road) south of the ICC. Contract D included collector roads from I-95 to the ICC and Contract E was the portion of ICC that connected I-95 to US 1. Steve managed the contractors' Environmental Team, whose responsibilities included avoidance and minimization analysis, documentation of impact reductions, agency / owner coordination of design and construction schedules, habitat restoration, fish passage, turtle relocation, thermal and nutrient BMP design, pre-, during-, and post-construction monitoring (i.e. sediment, water quality), and coordinating with the ICC / SHA Environmental Management Team (EMT) and regulatory agencies.

Cory Raymond | Diversity and Inclusion Manager

**Proposer:**

Accelerate Maryland Partners

Experience:

- Modern Times, Inc. (5 Years)

Role:

Diversity and Inclusion Manager

Education:

AA (Early Childhood Education), Madison College, 2006

Certifications:

American Contract Compliance Association (ACCA) Certified Compliance Administrator (CCA)

ACCA Master Compliance Administrator (MCA)

Summary

Cory Raymond is a key member of the Modern Times, Inc. (MTI) team supporting projects on the East Coast and California. He brings community relations, vendor outreach, business management, workforce development, and equal employment opportunity in his role as Diversity and Inclusion Manager. Cory has implemented and managed diversity programs, including Disadvantaged Business Enterprise (DBE) and workforce development programs on some of the largest and most complex transportation projects in metropolitan areas, including Public-Private Partnership (P3) and Construction Manager General Contractor (CMGC) delivery methods. He has also served on a committee for small businesses in gaining knowledge resources needed to be successful on public works contracts. Cory has developed various business support and mentoring programs and is a seasoned public speaker.

Select relevant project experience**— Purple Line**

Cory supports the DBE Program for the Maryland Purple Line project, which has a 22% design and 26% construction DBE goal. As the DBE Program Manager, Cory is responsible for the daily implementation of the DBE program created by MTI. This includes small business supportive services, along with Good Faith Efforts (GFE) tracking, documentation, and reporting. Cory acts as a liaison between the project staff and Federal, State, and local oversight agencies. In addition to supportive services, he is also responsible for contract compliance. This means being directly connected with the onboarding process and procurement team. Cory is tasked with performing Commercially Useful Function (CUF) reviews, site visits, collecting supporting documentation, and the monthly / quarterly reporting of compliance to the oversight agency on the Purple Line project.

— Sixth Street Viaduct Replacement Project

Cory is a member of the MTI Jobs Coordinator team for this project in California, which is committed to meeting goals of hiring disadvantaged and military veteran workers. Cory supports efforts to interview workers to learn more about their experience, qualifications, and certifications so that they can apply for the most appropriate job openings. He provides supportive services including community relations outreach to local residents and businesses, and to targeted worker candidates who are seeking construction work. He helps maintain the compliance management system of approximately 1,000 individuals who have stated their interest in seeking a career in construction. Cory supports the team by working closely with the Skanska Stacy and Witbeck (SSW) Equal Employment Opportunity (EEO) Compliance Manager and project superintendents to place out of work individuals on the project. His work includes the review of Monthly Employment Utilization Reports (MEURs) submitted by each contractor and providing technical assistance to contractors unfamiliar with workforce development and EEO / AA provisions. Over the last year-and-a-half, the MTI Workforce Development team has helped place over 30 individuals onto current projects through its relationships with Skanska and other subcontractors such as Silverado Construction, Full Traffic Maintenance, Coleman Construction and more. Work also includes the review of workforce diversity reports submitted by each contractor performing on the projects

and providing technical assistance to contractors unfamiliar with workforce development and EEO / AA provisions.

— **MLK Medical Campus I & R Building – 3rd & 6th Floor Renovation**

Cory provides support for the Jobs Coordination program, which includes a 30% targeted local hire goal and 10% disadvantaged worker goal, on the Los Angeles County Department of Public Works' King Drew Reuse Project and Harbor UCLA Medical Center Master Plan Project, on behalf of Angeles Contractor Inc. He works closely with the MTI Workforce Development team to conduct outreach activities and attend outreach events to recruit trades workers to the project. He also assists in reviewing disadvantaged worker certificates to ensure that proper documentation is inspected and accurate.

— **Mid-Coast Corridor Transit Project**

As a project coordinator, Cory was responsible for the daily implementation of the DBE and SB programs created by MTI, which had an 11.3% DBE goal and a 15-20% small business objective. On this project, a trolley line extension project in San Diego, all subcontractors were managed and monitored by the oversight agency in the B2Gnow system. Cory has undergone training for this system, attended the B2Gnow 2017 User Training Conference, and managed that program, with the MTI team, on the contractor's side. Additionally, he oversaw the outreach efforts for the Mid-Coast project. MTI has a grassroots approach to outreach, finding it to be an ideal way to connect directly, thus providing the best results. Cory was responsible for the coordination and facilitation of project events, vendor workshops, community outreach, and general communications between the project and potential vendors. Cory has also assisted with conducting project consensus and building support for the small business program. During his time on the Mid-Coast Corridor Transit Project, Cory helped the prime firm secure an award as the Small Business Champions of the Year for 2017.

Karl Rohrer | D&C Procurement Coordinator



Proposer:

Accelerate Maryland Partners

Experience:

- Transurban (6 years)
- Transportation Project Management (14 years)

Role:

D&C Procurement Coordinator

Education:

BA, (History and Political Science), Gustavus Adolphus College, 1985

Master of Urban Planning, University of Wisconsin, 1992

Certifications:

Design-Build Professional Certification, Design-Build Institute of America

Summary

Karl Rohrer leads Transurban's New Projects Delivery team and ensures the timely completion of pre-construction services required for new P3 projects and acquisitions, including planning and preliminary design, technical due diligence, commercial negotiation, design-build contracting and industry partner engagement. In addition to identifying and promoting innovative design and construction solutions for new projects, he manages delivery scope, schedule and construction costs for pursuits, bids and proposals.

Karl also leads the day-to-day operations and maintenance of Transurban's 52-mile dynamically-tolled managed lane network in Northern Virginia. He manages the business unit and team of 30 professionals while driving continuous improvement in the areas of safety, road operations, road maintenance, pricing and analytics.

Prior to joining Transurban, he served as the Project Director for the Dulles Corridor Metrorail Project for Metropolitan Washington Airports Authority and as the Delivery Manager for the Dubai Metro Project with Parsons Transportation Group.

Select relevant project experience

— 495 Express Lanes Northern Extension, Virginia

Led completion of preliminary design and preparation of design-build contract and associated solicitation documents. Managing active design-build procurement, including interface with future Maryland Express Lanes. Supporting negotiation of risk-sharing and updated P3 concession agreement.

— 95 Express Lanes Fredericksburg Extension, Virginia

Led delivery of the 10-mile 95 Express Lanes Fredericksburg Extension project from project inception through the first year of construction. Managed preliminary design, design-build procurement and finalization of the design-build contract. Oversaw project teams managing the design-build and tolling systems contracts, resolved commercial disputes and managed executive relationships with contractors and government partner.

— I-395 Express Lanes, Virginia

Responsible for the development and delivery of the 8-mile 395 Express Lanes extension from project inception to commencement of revenue operations. Provided executive leadership and technical expertise necessary to negotiate updated P3 concession agreement; managed executive relationships with contractors and government partner. Developed approach for Transurban's first competitive design-build procurement in the US.

— Dulles Corridor Metrorail Project – Phase 2 (2010 – 2014)

Oversaw the Airports Authority's development of a multi-step, collaborative, and competitive procurement approach for the Phase 2 Design-Build contracts. Managed separate Design-Build solicitations for Package A, Package B (Rail Yard and Maintenance Facility) and Package S (Maintenance Facility Site Preparation). For each solicitation, established and confirmed the technical requirements, led the development and preparation of the solicitation documents and managed all day-to-day activities and the collaboration processes with the bidders.

Craig Salmon | Tolling Manager

**Proposer:**

Accelerate Maryland
Partners

Experience:

- Transurban (12 years)
- Customer operations & tolling (14 years)

Role:

Tolling Manager

Education:

BA (Business Administration),
Australian Institute of Management

IBTTA Leadership Academy Graduate

Summary

Craig Salmon provides strategic and day-to-day leadership for tolling and customer service across process, people, and contract management for the I-495, I-95, and I-395 Express Lanes. He leads the development and implementation of a customer service strategy aligned to the Transurban Group objectives, delivering industry leading customer service, satisfaction, and simplicity of interaction. Craig and his team look to maximize revenue and minimize the cost to serve customers while delivering a service that customers and client's value. His responsibilities include successful management of critical external stakeholder relationships within VDOT, the wider tolling industry, and first responders. Craig and his team are accountable for delivering exceptional customer experience and industry-leading cost to serve, leveraging emerging technology and developing a culture of continuous improvement.

Prior to working for Transurban North America, Craig supported the customer and tolling operations for Transurban's flagship asset CityLink in its Melbourne, Australia office. Craig supported the implementation of customer and back office system processes that were implemented at additional markets in Australia.

Select relevant project experience**— I-495 Express Lanes**

When the I-495 Express Lanes opened in 2012, it introduced dynamic tolling to the region offering Washington area drivers a reliable travel choice on I-495. Craig and his team worked extensively to coordinate with local residents, key stakeholders, and community groups to communicate messaging around E-ZPass requirements, HOV business rules, and dynamic pricing. His team, supported by partners, operated a full-service customer program to address any customer inquiries prior to and after opening, always placing exceptional customer experience at the forefront. Craig's team manages a suite of customer resources including real-time travel planning information, educational resources, and customer service via its website, mobile app, on-road signage, social media channels, and full-service call center.

— I-95 Express Lanes

The 2014 opening of the I-95 Express Lanes, and subsequent extension along the I-395 corridor in 2019, added additional miles to the Transurban Express Lanes network. The network expansions required seamless interoperability between assets to ensure trips throughout the network were correctly billed to customers. Craig and his team effectively introduced layers of automated and manual controls to ensure tolling accuracy was the priority and avoided any material customer-facing issues. The customer support program was expanded to ensure existing customers had the information they needed and any confusion among new customers in the region were addressed.

Sarah Schick | Commercial Manager

**Proposer:**

Accelerate Maryland Partners

Experience:

- Macquarie (1 year)
- Infrastructure Experience (11 years)

Role:

Commercial Manager

Education:

Master of Science in Management (Hons), EMLYON Business School

Summary

Sarah Schick is an Associate Director in Macquarie Capital's Infrastructure Projects and Principal team. Sarah has extensive experience in project finance, P3 procurement and long-term infrastructure projects. Over the last 10 years, she worked on several major complex P3 projects across North America, Europe, and Australia from their origination to their building completion. She has expertise across various infrastructure subsectors, notably social infrastructure, road and rail transportation, health, and housing.

Prior to joining Macquarie in 2019, Sarah was a Director for Plenary Asia Pacific origination team. In her role, Sarah led the commercial work stream for the Melbourne Western Roads Upgrade project, for which Plenary's consortium reached Financial Close late 2017. More recently, Sarah also managed the commercial and financial work stream for Cross River Rail, a \$2.5B P3 metro project in Brisbane, for the under-bidding consortium and worked on the extension of the Gold Coast City Light Rail. Before Plenary, Sarah worked as Associate Director for Meridiam, where she supported several successful major complex P3 transactions across Europe and North America and acted as Board Director of several P3 projects companies during delivery. She then joined KPMG in Australia as a Director within the Infrastructure and Project Group, where she played key leadership roles for and on behalf of the State of Queensland in the procurement of large social and entertainment infrastructure projects.

Select relevant project experience**— Queen Wharf Redevelopment**

The project, valued at \$2.5B, includes the development, design, delivery, financing, and operation of a new world class entertainment precinct on large underutilized inner-city prime land in Brisbane, Australia, including an integrated casino resort, performing art venues, premium hotels, commercial and residential developments as well as repurposing of existing heritage buildings. During the entire procurement process, Sarah managed the KPMG team appointed as commercial and financial advisor to the State for the project, supporting development of the project vision, objectives, and commercial framework, as well as the tendering process, assessment, and negotiations up to financial close in November 2015.

— Herston Quarter Redevelopment

Sarah managed the KPMG team appointed as financial and commercial advisor to the State of Queensland, Australia for the project. The project involves the design, delivery, financing, and maintenance of a new mix-used precinct on prime land, adjacent to Queensland's largest tertiary hospital, including a new Special Rehabilitation and Ambulatory Care Centre procured as a P3 project integrated with the adjacent hospital, a new private hospital, car park, aged care and retirement living, and residential and student accommodations. Sarah led the procurement of the P3 element for the State, with a hands-on approach to the commercial and financial work streams of the project, from shaping the procurement approach to providing the most competitive offer to the State, negotiating outcomes with bidders and closing any gaps with the selected consortium to successfully achieved financial close in February 2017.

— West Roads Upgrade

The project in Melbourne, Australia consisted of the design, build, finance, and 20-year maintenance of 260 lane-kms of new and 800 lane-kms of existing roads in western Melbourne. This availability based P3 was valued at \$1.2B. Sarah managed the commercial and legal work stream for the winning consortium, in which Plenary was the majority equity sponsor and sole financial advisor. In her role, she worked closely with her team members, lenders, the State, and other various other project stakeholders to develop the most competitive and fully committed commercial and financing offer. Once the contract was awarded, she supported the finalization of all documents and financing arrangements to achieve financial close in December 2017.

— **Port of Miami Tunnel P3**

The Project comprised the design, build, finance, and 30-year operation and maintenance of a 0.8-mile tunnel linking the Port of Miami to the MacArthur Causeway, feeding one of the largest cruise port terminals and relieving the city center road network. Operational since 2014, the project was valued at \$900M. During construction, Sarah represented Meridiam, the majority equity sponsor of the project, in supporting the project company to manage their contractual and financial obligations, and to resolve a complex dispute and claims with regard to a large geotechnical relief event between the Florida Department of Transport, the concessionaire, and the design-build contractor that had potential material implications on the project timeline and cost of delivery.

Geoff Segal | Community, Local Workforce, and PR Advisor



Summary

Geoff Segal leads Macquarie Capital's government advisory and affairs team, where he coordinates and manages business development, public affairs, and government relations programs. With over 20 years of experience in public policy and infrastructure development, Geoff has developed and executed strategies for outreach and education on multiple infrastructure projects throughout the United States.

Prior to joining Macquarie Capital, Geoff spent a decade at Reason Foundation where he directed the privatization and infrastructure research and policy program that provided original research and guidance to executive and legislative officials throughout the United States.

Proposer:

Accelerate Maryland Partners

Experience:

- Macquarie (13 years)
- Infrastructure Experience (20+ years)

Role:

Community, Local Workforce, and PR Advisor

Education:

BA (Political Science), Arizona State University, 1997

Master of Public Policy, Pepperdine University, 2000

Certifications:

FINRA Series 79, 63, 54, 52, and 50

Select relevant project experience

— Elizabeth River Tunnels

Led the political outreach and communications team on the Elizabeth River Tunnels project in Virginia which was procured through a PDA. Geoff developed and executed outreach and communications strategies to generate local support and understanding of the project, and managed political risk for the project and team. He managed a broad coalition of support comprising of local business, civic and homeowner groups, and associations that were activated for multiple "campaigns" to support various initiatives critical to project success, including a TIFIA loan allocation, enabling the secure passage of new toll enforcement legislation, and securing government support and permits. Furthermore, Geoff managed political relationships across all levels of government including the US Navy and supported the DBE / Workforce Development team by entering into strategic partnerships with COMTO and local workforce development and education institutions.

— Goethals Bridge Replacement

Led the political outreach and communications team on the Goethals Bridge Replacement project in New York and New Jersey. Geoff liaised with multiple stakeholders raising awareness and understanding of the project. He developed and managed political and third-party outreach efforts supporting project execution. Geoff was also part of the team that liaised with the building trades, securing a Project Labor Agreement.

— I-70 Central 70

Managed client interaction and led the development of the initial Value for Money analysis and pre-procurement finance team. Geoff played a pivotal role in identifying public policies, budget, and fiscal conditions that could impact the potential financial plans and corridor configurations. He also assisted the client in the development of collateral educational material to generate project awareness, value, and need.

— KentuckyWired

This project was the first ever fiber optic P3 in the U.S. and it was procured through a PDA process. Geoff held a key role in building political support for the KentuckyWired project, as well as managing the outreach and educational initiatives across elected officials and staff members to ensure sufficient collaboration to effectively deliver PDA milestones.

Jeff Sharp | CTM Innovation Governance Board Member



Proposer:

Accelerate Maryland Partners

Experience:

- Transurban (2 years)
- Infrastructure Experience (25+ years)

Role:

CTM Innovation Governance Board Member

Education:

BSc (Applied Mathematics), Monash University, Melbourne Australia, 1993

B.E. Hons (Civil Engineering) Monash University Melbourne Australia, 1993

Certifications:

Member Australian Institute of Engineers, Graduate Australian Institute of Company Directors

Summary

Jeff Sharp is driving technology innovation at Transurban, leveraging partnerships to bring diverse and innovative solutions to market. As General Manager, Technology Partnerships & Innovation, he is charged with advancing and commercializing emergent technologies such as IoT (Internet of Things) and Data Analytics utilizing cutting edge Artificial Intelligence applications. Jeff has experience across a range of technologies, spanning transportation, telecommunications, mining, and healthcare sectors. He has been at the forefront of electric car charging networks in Australia and has an entrepreneurial streak, launching his own start-up. Jeff is also an advisory board member of School of Information Technology at Deakin University (Melbourne, Australia).

Select relevant project experience

— Gateway Bridge Structural Health Monitoring

Jeff has led a project to pilot cutting edge technology to monitor the health of the iconic Gateway Bridge in Brisbane, Australia. Using sensors to measure strain, temperature, and vibration over 100 times per second, the project partnered with the Australian Government-owned Data61 to apply advanced machine learning algorithms to detect anomalies as heavy vehicles traversed the bridge. Damage to the bridge was simulated leveraging a heavy parked vehicle on the bridge.

— Predictive Maintenance for Assets

In partnership with Microsoft, Jeff developed predictive analytics for a range of sectors, including Mining and Transport. Specifically, he developed models to predict tyre failures on mine sites, leveraging sensors in tyres and machine learning. Jeff also developed analytics to predict failures on components of trains in Sydney, Australia increasing train availability and component lifespan.

— New Royal Adelaide Hospital P3

Led the ICT design and deployment contracts as both the managing contractor for the ICT scope and the network design and installation contractor. This \$2B P3 project leveraged state-of-the-art technology, including location tracking of all assets throughout the facility. Jeff led the solution design, detailed design, and deployment, and liaised with the State, stakeholders, and contractors.

— Nextgen Networks P3

This project was the largest P3 Fiber Optic Cable rollout ever undertaken in Australia. Jeff managed the design and construction of the fiber network from Melbourne to Perth, covering some of the most remote desert on the planet on a route of over 2,000 miles.

Arben Shasho | Traffic and Revenue Manager



Proposer:
Accelerate Maryland
Partners

Experience:

- Transurban (12)
- Traffic and revenue (20)

Role:
Traffic and Revenue
Manager

Education:
PhD (Transportation
Engineering), Gifu
University, 2003

Summary

Arben Shasho's expertise is in developing investment-grade traffic and revenue studies to support express lanes and traditional toll roads projects. He has led traffic modeling efforts and prepared revenue projections for over a dozen major projects in USA and Australia, including many multi-billion-dollar initiatives. For many years Arben led the Strategic Modeling function within Transurban, managing a team of sixteen highly skilled experts in US and AUS. Arben has a deep understanding of priced managed lanes and is one of the key developers of the dynamic tolling algorithm currently governing the pricing system for Virginia's express lanes. Arben is skilled in taking complex models and concepts and making them easily relatable for non-experts. Currently, Arben leads Transurban US Traffic, a team of experts that supports the performance enhancement of existing tolled assets and the development of opportunities in the current and new markets.

As a transportation professional, he has worked extensively with key stakeholders in the transportation industry, including data providers, ratings agencies, investment advisors, and tech consultants. Prior to joining Transurban, Arben worked for transportation consulting firms, serving as a senior demand modeler and transportation engineer.

Select relevant project experience

- **I-495 Express Lanes**
Arben was one of the key developers of the dynamic tolling algorithm and helped the design of the tolling approach, tested the functionality, and established the toll rates for toll day one. Arben led the traffic and revenue study for the refinancing of the asset, projections which were in line with observed revenues.
- **I-95 Express Lanes**
Arben was the lead developer of the strategic traffic model that supported the investment grade study for this project. He defended the project forecasts and engaged with all the stakeholder, lenders advisors, investors, and rating agencies. Played key role in road configuration for optimal asset performance, development of the tolling strategy, and implementation of zone pricing.
- **Queensland Motorway Project**
Arben developed the new Brisbane Strategic Traffic Model following 'state-of-art' and 'best-practise' methodologies which provided accurate and reliable forecasts in support of the successful acquisition of QML assets.
- **WestConnex project**
Arben played leading role in development of the Sydney Strategic Model and supported the investment grade study for this multibillion-dollar project.
- **I-395 Express Lanes**
Arben was the lead expert in preparing the investment grade study for the development of this project and played significant role in preparation for toll day one.

Eben Smith | Community Partnership Manager

**Proposer:**

Accelerate Maryland Partners

Experience:

- Supplier Diversity (20 years)
- P3/Infrastructure Experience (6 years)

Role:

Community Partnership Manager

Education:

BA (English),
Morehouse College,
1996

Summary

Eben Smith is the president of Three|E Consulting Group and an executive-level manager with 20 years of business management experience in both the public and private sector with key emphasis and core competencies in economic development, contracting and procurement, supplier diversity, program management, process improvement, workforce development and compliance, and data management.

Select relevant project experience**– Prince George’s County Public Schools P3 for School Construction**

Eben serves as community outreach, engagement, supplier diversity, and workforce development consultant on this \$1B project with services including event planning and facilitation for government agency, community, or business association outreach events, database management and utilization, communications and public relations services, and social media and marketing material development. Eben supports the development and implementation of PGCECP’s MBE / CBB / CBSB subcontracting plan which also includes contractor engagement and outreach, firm capacity and experience analysis, bid packaging strategy, subcontractor bidding, data collection, independent compliance validation, and reporting. Also, he communicates workforce and training opportunities to county and state employment support agencies, identifying job readiness and workforce assistance resources, contractor capacity development, local hiring and workforce training documentation, and the development and implementation of mentor-protégé training program.

– Prince George’s County P3 for Storm Water Infrastructure

Eben serves as the Compliance, Supplier Diversity Community Outreach, and Engagement Consultant with his main service being monitoring and enforcing the Clean Water Partnership (CWP) master agreement to ensure Business and Local Workforce utilization goals are met and exceeded. Eben manages and enforces the CWP compliance plan and reporting structure that inform all stakeholders of project outcomes and key management indicators. He also oversees, monitors, and approves MBE, local business, and workforce utilization plans, as well as tracking expenditures relating to business utilization. He developed relationships with the local Chambers of Commerce, various trade associations, and professional organizations for the purpose of achieving the goals established by the program.

– PSEG Keys Energy Center Natural Gas Power Plant

Three|E was contracted by the developer PSEG and the three general contractors SNC-Lavalin, Otis Eastern Service, and Feirrer Construction, with Eben serving as Community Outreach and Engagement, Supplier Diversity, and Workforce Development Consultant, to assist them with strategic sourcing, supplier diversity, compliance, community, and stakeholder engagement, as well as brand asset management.

James A. Sotlesz, PE | Stormwater / MDE Lead



Proposer:

Accelerate Maryland Partners

Experience:

- Sotlesz (30 years)
- Engineering Experience (45+ years)

Role:

Stormwater / MDE Lead

Education:

Master of Science (Civil Engineering, Georgia Institute of Technology

Master of Business Administration University of Cincinnati

Bachelor of Science, Civil Engineering Purdue University

Certifications:

Licensed Professional Engineer, Maryland #21057; Virginia #0402-040490

Summary

As President / CEO, James Sotlesz is responsible for all operations including day-to-day management decisions and implementing long and short-term plans. His role involves leading the development and execution of the company's long-term strategy with a focus on creating lasting value for clients and staff. James has served in leadership roles on numerous local committees covering multiple development issues including transportation, adequate public facilities, infrastructure financing, school construction, and permit processing. He was selected by Prince George's County Executive Rushern Baker to serve on his transition committee and chaired two task force initiatives in economic development for the County Executive transition – one being the task force on permitting / processing and the other focusing on WMATA site development opportunities.

Select relevant project experience

— Purple Line

Sotlesz was engaged to support the Purple Line project and address environmental, stormwater, floodplain, drainage, and utility conflict issues that were not being solved in a timely manner by the original design team. Sotlesz acted as consulting engineers to provide suggested improvements which have helped the approval process, enabled project acceleration, and permitted the transitional implementation team to deliver the remaining Purple Line plans, allowing construction to continue with as minimal disruption possible. As the Principal in Charge, James provided his deep understanding and knowledge of the permitting approval process to support the continuation of this project. James is acting as an interface with MDE and DoE while establishing communications and a workflow process.

— Montgomery County Water Quality Improvements Pilot Program

Sotlesz supported Montgomery County in fulfilling the requirements of the Municipal Separate Storm Sewer System (MS4) permitting needs to secure the greatest water quality credits per the Maryland Department of the Environment (MDE) criteria in the most cost effective manner by July 2020. As the Principal in Charge, James and Sotlesz are overseeing two projects securing a total of 174 acre-inches of water quality credit—Avenel TPC Golf Course and B'Nai Israel, where private stormwater management ponds had been constructed providing treatment to large contributing drainage areas. Both ponds were designed per pre-2000 stormwater management criteria and offer opportunities for water quality credits by retrofitting the facilities to meet current standards.

— Corvias / Prince George's County Clean Water Partnership

Sotlesz has been engaged by the Cleanwater Partnership formed by Corvias Solutions and Prince George's County Department of the Environment to treat via Environmental Site Design measures in excess of 2,000 acres of untreated Prince George's County land. James serves as the Principal-in-Charge for Sotlesz for this public private partnership to design, permit, and construct SWM devices to treat runoff in other areas of Prince George's County. This innovative design concept is the first of its kind.

Tim Steinhilber, PE | Phase Developer Project Manager

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (10 years)
- Transportation infrastructure (40 years)
- Managed toll lanes (10 years)

Role:

Phase Developer
Project Manager

Education:

BS (Civil Engineering),
Ohio Northern
University, 1979

Certifications:

Professional Engineer –
NY, NJ, CA

Summary

Tim Steinhilber is an Executive Project Manager at Transurban with 32 years of global transportation experience providing leadership for the development, construction and operations of infrastructure assets. Tim has a proven ability to manage large, complex transportation infrastructure programs from concept to completion, within budget, and on schedule. He also is an expert in asset operation and optimization. Over the course of his career, he has managed domestic and international roadway projects with combined \$8.3B in value. In total, he has been involved with 18 projects worth over \$40B.

Prior to joining Transurban, Tim held various roles at Bechtel, developing, pursuing, sponsoring, and directing multiple complex infrastructure projects (ranging from \$10M to \$4B in scope).

Select relevant project experience**— I-495 Express Lanes**

Tim was responsible for the full execution of the work on behalf of the concessionaire. He was the primary point of contact for all communications and led the predevelopment work up to financial close, into delivery, and through turn-over into operations. The \$1.4B project was delivered on time and on budget and led to significant congestion reductions. Tim operated as consortium leader on the project, managing the project while working with relevant stakeholders including Metropolitan Washington Airport Authority (MWAA), Washington Metropolitan Area Transit Authority (WMATA), CSX, Verizon, and community leaders, property owners, and elected officials.

— I-95 Express Lanes

Tim was responsible for all development activities to financial close, initial delivery of the project, and then transitioned to a more senior position of executive oversight during delivery and handover into operation. The \$700M design-build project was delivered on time and on budget and led to significant congestion reductions. As with the 495 project, Tim operated as consortium leader and worked with the same relevant stakeholders.

David Urbanek, PE, PTOE | Traffic Control Design Manager



Proposer:

Accelerate Maryland Partners

Experience:

- WBCM (15 years)
- JMT (7 years)

Role:

Traffic Control Design Manager

Education:

BS (Civil Engineering),
University of Virginia,
1998

Certifications:

Professional Engineer:
Maryland, #28395, 2003
Virginia, #402056797,
2016

Also registered in DC,
DE, WV, and NC

Professional Traffic
Operations Engineer,
#1565, 2005

MDOT SHA Certified
Temporary Traffic
Control Manager

VDOT Advanced Work
Zone Traffic Control

ATSSA Registered
Flagger

Summary

David Urbanek has more than 22 years of experience delivering innovative multi-modal traffic engineering analysis and design projects employing Practical Design, including serving on-site for seven years in the MDOT SHA District 3 Office (Prince George's and Montgomery Counties) where he served as Traffic Manager overseeing the traffic control device and temporary traffic control design of large interchange projects. He is experienced with Synchro / SimTraffic, Vissim, HCS, Maryland QuickZone, LCAP, and Sidra for analyses, and is familiar with the Highway Safety Manual (HSM), MDMUTCD, Virginia supplement to the MUTCD, VDOT Work Area Protection Manual, and MDOT and VDOT Standards, Traffic Guidelines, and Typical Details. He is experienced in all elements of Transportation Management Plans (TMPs) from incident management plans to MOT Alternatives Analyses to developing final traffic control plans.

Select relevant project experience

- **Intercounty Connector Contracts C and D / E** - Responsible for the development of traffic signal plans, interconnect plans, ITS plans, signing and marking plans – including Dynamic Message Signs and variable Toll Rate Signs – and temporary traffic control plans for the \$614M ICC Design-Build project in Montgomery and Prince George's Counties, Maryland. David led traffic engineering staff from multiple design firms to perform design work including 11 traffic signals, interconnect along US 29, Briggs Chaney Rd, US 1, and Virginia Manor Rd, temporary signal and interconnect plans during construction, and a traffic signal system for a Continuous Flow Intersection (CFI). Developed signalized corridor traffic models using Synchro / SimTraffic and reviewed HCS, queuing, crash data, traffic data, traffic signal timing, geometrics, field conditions, construction sequencing in the development of the MOTAA, the project-wide TMP, and intersection / interchange geometrics. Duties included daily coordination with Contractors, coordination for adjacent projects, field reviews of MOT setups, as well as utility, Geotech, sign foundation, and traffic barrier design coordination. Conducted monthly Task Force meetings, MOT Pre-Phase-Switch meetings, Bridge Steel Erection MOT Meetings, and took part in contract and project negotiation meetings with the Owner and GEC Design Team.
- **I-66 Multimodal Improvements Inside the Beltway** - Oversaw preparation of revised TMP for installation of toll gantries at various locations along I-66 inside the Capital Beltway. Tasks included preparing additional plan sheets to narrow and shift lanes along I-66 and Route 267 at shoulder toll gantry locations to provide adequate width for a work area and installation of temporary concrete traffic barrier. Also responsible for the design elements required for the completion of TMP construction documents, including construction phase services.
- **Bridge Deck Replacements of the Baltimore Harbor Tunnel Thruway** - Analyzed crash data, traffic data, geometrics, field conditions and construction sequencing in the development of the MOTAA for the deck rehabilitation of three bridges along I-895 to optimize traffic movement through the work zone. Developed graphics for public meetings, including a complex 5-stage MOT plan to ensure a safe construction zone. Managed the development of MOT plans, specs, and estimate, and worked closely with the Contractor to resolve unforeseen field issues.

Mark Unterkofler, PE | Structures Engineer Lead



Proposer:

Accelerate Maryland Partners

Experience:

- Dewberry (28 years)
- Infrastructure Experience (31 years)

Role:

Structures Engineer Lead

Education:

MS, Civil Engineering, Virginia Polytechnic Institute and State University, 1989

BS (Civil Engineering), Virginia Polytechnic Institute and State University, 1987

Registrations:

Professional Engineer: VA, MD

Summary

Mark Unterkofler is a Senior Structural Engineer with extensive experience in the design and inspection of highway bridges and associated highway structures. He has served as the design manager, assistant project manager, bridge design manager, bridge project engineer, and bridge design engineer for numerous projects. His background encompasses all phase of studies, traditional design-bid-build and design-build projects. He has proven technical and management skills and extensive experience as a structural engineer on major transportation improvement projects. In his current position as Bridge Department Manager, his responsibilities include managing a team of design engineers and technicians, recommending bridge types, checking design drawings and calculations, reviewing shop drawings, and coordinating with clients and contractors. Mark's experience includes the design of structural steel curved and straight girders, pre-stressed concrete girders, and reinforced concrete substructures. He has experience in the design of interstate bridge widenings and replacements, including bridges over roadways, waterways, and railroads as well as those with challenging soil conditions requiring special ground improvements.

Select relevant project experience

— I-95 / I-495 / Telegraph Road Interchange

Deputy Project Manager and Bridge Design Manager responsible for preliminary and final bridge design services for major interchange modifications at Telegraph Road and widening of I-95 / I-495. The design included ten new or replacement bridges, one existing bridge widening with superstructure replacement over a roadway and railroad, and a combination of loop ramps, semi-directional flyover ramps, and local roadway network improvements. Bridges included pre-stressed concrete bulb-tees and straight and curved structural steel superstructures. Two bridges are over major engineered COE channel. Responsibilities included coordination with client (VDOT) and the General Engineering Consultant's Project Manager and technical review staff, coordinating geotechnical sub-consultant work and recommendations, bridge design staffing assignments, and designing and checking of design calculations and drawings.

— Route 29 / Linton Hall Road Interchange

Senior Structure & Bridge Engineer and Responsible Charge Engineer for the design of four bridges including a single point urban interchange and two railroad grade separations. The US Route 29 overpass at the NS Railroad crosses at an 85-degree skew angle requiring special structural analysis. Innovative special design crash wall panels were incorporated into the abutments to meet railroad collision requirements.

— Route 29 over Tye River Bridge Design-Build

Design Manager responsible for this design-build project which replaced a structurally deficient bridge carrying the NB lanes of Route 29 over the Tye River. The project included bridge design for the 645' long, five span prestressed concrete beam bridge, hydraulic / scour analyses, environmental permitting, geotechnical engineering, roadway, drainage, and MOT. Responsible for coordinating all of the design elements, Design QA / QC, and coordination with the contractor.

Michael Weatherred, CSP | HSE / Risk Manager



Proposer:

Accelerate Maryland Partners

Experience:

- Transurban (>1 year)
- Infrastructure and Construction Experience (20 years)

Role:

HSE / Risk Manager

Education:

BA (Occupational Safety & Health), Columbia Southern University, 2012

Master of Occupational Safety & Health, Georgia Institute of Technology, 2019

Certifications /

Affiliations:

Certified Safety Professional (CSP) #22782

Authorized OSHA Construction Outreach Trainer (OSHA 500)

American Society of Safety Professionals – Professional Member

ANSI A10 Accredited Standards Development Committee on Construction & Demolition (Membership Subgroup, Chairperson)

Summary

Michael Weatherred is an HSE Director with more than 20 years of experience in the Health, Safety and Environmental (HSE) discipline. He has administered safety programs in transportation, civil, structural, and nuclear construction, as well as plant operations and maintenance, environmental restoration, government contracting, and demolition and decommissioning projects, with experience in lump sum, cost plus, public-private partnership, design-build, joint ventures, and EPCM delivery models.

Prior to joining Transurban as Health Safety & Environment Director for North America in 2020, Michael spent a long and distinguished career with a Fortune 200 EPCM firm.

Select relevant project experience

— Green Line Extension

Michael led HSE efforts on this \$2.3B project to construct 4.7 miles of a light rail system, including six new stations, three traction power substations, an administration building, and a vehicle maintenance facility. In addition to HSE responsibilities, Michael led the security operations for the project. This project was the largest expansion of the light rail system ever undertaken by the Massachusetts Bay Transportation Authority.

— Eagle P3 Commuter Rail Project

As HSE Director, Michael led all phases of the execution of this complex P3 commuter rail project in Denver that delivered a 36-mile electrified railway. The project elements included design / construction of three separate rail lines and the commuter rail maintenance facility, rolling stock delivery of 50 new electric-powered commuter rail cars, and 36 at-grade crossings, including new and modified or expanded at-grade crossings in locations where the commuter rail lines were added parallel to existing heavy rail UPRR / BNSF facilities. Michael directed HSE auditing efforts as the region's lead auditor with responsibilities that included establishing and executing an annual audit schedule, reviewing and accepting all audits completed, and continual improvement of Fluor's audit tools and processes.

— I-495 Express Lanes

Michael was responsible for the overall HSE governance and compliance of this \$1.4B project that expanded the capacity of a 14-mile segment of I-495 Capital Beltway from north of the I-95 / I-395 / I-495 Interchange to just north of the Dulles International Airport Toll Road. The project replaced aging infrastructure, including 58 new bridges and overpasses, and 900,000 square feet of retaining walls. He represented the HSE functional interests during corporate strategic planning sessions, and executed to company, client, and project expectations.

J. Randy Wirt, PE, DBIA | Geotechnical Lead



Proposer:

Accelerate Maryland Partners

Experience:

- ECS Mid-Atlantic, LLC (9 years)
- Infrastructure Experience (20+ years)

Role:

Geotechnical Lead

Education:

BA (Civil Engineering), Virginia Polytechnic Institute and State University, 1998

MS (Civil Engineering), Virginia Polytechnic Institute and State University, 1999

Registrations:

Professional Engineer: MD, VA, NY, DE, PA, NC

Certifications:

Design Build Institute of America

Summary

Randy Wirt has spent 20+ years leading complex geotechnical projects in the transportation and heavy civil sector, including conventional and alternative delivery methods. He has managed or served as Principal Engineer on more than 300 geotechnical and construction testing projects, including over 200 road and bridge projects in the Mid-Atlantic region. His experience covers a broad range of soil and rock conditions and a wide variety of foundation types, ground improvement methodologies, and earth-retention systems. He has served as Lead Geotechnical Engineer on large Design-Build, P3, Progressive Design-Build, and traditional Design-Bid-Build road and bridge projects involving multiple foundation types and ground improvements, pavement design alternatives, in-situ and geophysical testing, and design-phase load testing to optimize foundation and substructure construction schedule and costs. Randy's experience also includes consulting services during construction to facilitate geotechnical considerations of roadways, bridge foundation systems, utility systems, support of low-and high-rise structures, retaining structures / systems, stormwater management facilities, pavements, and ground improvements.

Select relevant project experience

— Purple Line

Lead Geotechnical Engineer for the project that includes 16.2 miles of light rail line, one tunnel section, 21 at or below-grade stations, and multiple pedestrian trails. Geotechnical services include foundation design and construction recommendations for pedestrian and light rail vehicular bridge structures, retaining walls, sound walls, catenary poles, signal poles, pavement design, track foundations, drainage and SWM facilities, maintenance yards and shops, utility lines, stations and platforms, and miscellaneous project elements. The geotechnical field program included over 1,100 SPT soil borings, rock corings, and in-situ testing that covered Montgomery and Prince George's Counties and involved coordination with WMATA, CSX, NPS, several utility companies, environmental agencies, and other project stakeholders. ECS is currently completing all geotechnical field work and laboratory testing for the design-build team and supporting construction phase design services.

— Intercounty Connector Contract C

Principal Engineer and Project Manager for specialty geotechnical engineering and construction services in support of Phase C. Duties included management of site evaluation and feasibility studies, engineering evaluations, site work construction recommendations, and construction monitoring during earthwork and ground improvement stages of construction. Lead Geotechnical Engineer for the development of ground improvement alternatives to support full-width roadway over historic quarry wash ponds that included 20 to 30- feet of low blowcount wash sediments. Developed final design PV drain, surcharge fill, and phased embankment filling ground improvement scheme that was implemented to replace originally planned bridge structure in select areas.

— I-495 Beltway D-B High Occupancy Toll (HOT) Lanes

Principal Engineer responsible for peer review of geotechnical exploration program, engineering analyses, and final reports. Also assisted with management of engineering phase of project and provided technical consultation during early phases of construction.

Brian Wood, RLS | Lead Surveyor

**Proposer:**

Soltesz

Experience:

- Soltesz (11 years)
- Industry Experience (38 years)

Role:

Lead Surveyor

Education:

Bachelor of Science
(Land Surveying),
Purdue University

Certifications:

Licensed Property Line
Surveyor,
Maryland #10885/1989
Virginia #1657/1988
West Virginia #943/1992

Summary

Brian Wood has over 38 years of experience in the field of land surveying. He has extensive expertise performing and managing all phases of land surveying projects for both the public and private sector. His project experience includes boundary and ALTA / ACSM Land Title surveys, topographic mapping, aerial photo control, GPS, and geodetic surveying. Brian specializes in topographical surveys, stream cross-section, easements, as-built drawings, underground utility survey support, rights-of-way, and deed research. Brian has supervised several transportation route surveys, the preparation of right-of-way acquisition documents, airport projects, coal-fired power plants, and surveys for the National Park Service and the Department of Defense.

Select relevant project experience**— Purple Line**

Soltesz was engaged to support the Purple Line project to address environmental, stormwater, floodplain, drainage, and utility conflict issues that were not being solved in a timely manner by the original design team. As one of the lead surveyors supporting this project, Brian is providing peer review management to help identify issues and any discrepancies. Through his years of experience in working with local permitting offices, Brian is also helping to support the continuation of construction that has been delayed by issues in the approval process.

— Cabin Branch Clarksburg

A 535-acre development located at Route 121 and I-270. Brian led the surveying team and crews to provide topographic mapping and boundary surveys. Brian directed deed research, easement documentation, site access analysis, stream cross-sections, and test pitting.

— Nuclear Regulatory Commission / North Bethesda Town Center

A major mixed-use development adjacent to the White Flint Metrorail station, and the largest joint development project ever approved by WMATA. The site included a sizeable area of office space, retail, apartment units, and restaurants. Brian was the lead surveyor for the Nuclear Regulatory Center Perimeter Fencing of this project, which included a boundary survey used to construct a security fence for anti-terrorism efforts. Brian and his team also provided deed research before this project began.

— 1900 Chapman Syms Site Rockville

Brian led the surveying effort for this transit-oriented mixed-use project located near the Twinbrook Metro Station. Tasks included deed research, the preparation of an ALTA / ACSM Land Title Survey, and full topographic mapping. After reviewing the records for this site, Brian determined that a plat of correction would be needed to clear up old title issues for the site.



APPENDIX 3.2(a).8.

OPERATIONS CASE STUDY - 495 EXPRESS LANES PROJECT



Project Description: The 495 Express Lanes is a \$2B design-build-finance-operate-maintain (DBFOM) P3 project procured through a predevelopment process executed in 2005; and was the first dynamically priced PML system in the US. Initial construction involved the widening of I-495 and the addition of two PMLs in each direction between Springfield Interchange and Old Dominion Drive in Northern Virginia, with total limits spanning 14 miles. During predevelopment the Transurban team optimized design reducing ROW takes from 350 under the EIS preferred concept to only 8 under the final design, allowing the project to advance with community buy-in and successful completion of the acquisition and relocation process.

Operational focus and stewardship prior to opening: Transurban has taken a long-term partnering approach in the operations of the 495 Express Lanes, having consistently demonstrated over 15 years our commitment to work in partnership with government to overcome challenges associated with major economic downturns; and to ensure on time commencement of operations, consistent service performance and high levels of customer satisfaction.

The project faced its first major challenge during predevelopment in the Fall of 2008, when the Global Financial Crisis shut down financial markets as the team was in the middle of financing the project. The team pivoted to a unique, two-stage financial close allowing the project to advance, and to commence construction on time.

Transurban's oversight prior to and through construction, supported early de-risking of the project through design optimization, impact avoidance and extensive community consultation to "right-size" the project – and ultimately allowed on-time and budget opening in late 2012, with no contractor claims. Transurban ensured comprehensive attention to safety and DBE/SWAM goals through construction, as evidenced by project outcomes:

- OSHA Recordable Incident Rate of 0.70
- Lost Work Day Incident Rate of 0.04
- Awarded the 2013 Engineering News Record Mid-Atlantic Best Project Safety Award
- Developed and implemented "Orange Cones No Phones" program with FHWA, VDOT and Virginia State Police to address distracted driving
- exceeded DBE/SWAM goals in awarding more than \$550 million in contracts to small or disadvantaged businesses

Transurban self-performed development of the project's dynamic tolling algorithm (DTA) and delivery of the project's ETMS elements under a sub-contract to the prime D&C Contractor. By commencing equipment purchasing 12-18 months prior to service commencement a four-month system integration and two-months testing period ensured optimal performance of this critical and first of its kind system on opening, as detailed below. Optimization of the DTA has continued since opening, with additional data sources being adopted as technology and available data sets have evolved. Transurban undertook this same approach of directly owning ETMS integration and testing risk for each of its subsequent PML projects with the same success and increasing efficiency. Our most recent opening of the 395 Express Lanes was fully integrated and tested in 8 weeks.

Focused transition into operations: Despite being the first dynamic PML in the country, the project's complex dynamic tolling system performed well from the first day with a 99.9% reading accuracy rate and no customer-facing issues. Transurban invested more than \$11 million in customer education initiatives prior to the commencement of tolling, resulting in high levels of customer readiness and increasing E-ZPass penetration in the corridor by more than 35% in the first year after opening.

As with any major transportation network change, some travellers were initially confused by changing traffic patterns. Transurban and its partners had crews on standby and immediately invested in additional signage, striping and law enforcement presence to help travellers through the transition.



Not unlike the current economic crisis, traffic volumes unexpectedly plummeted during the Global Financial Crisis of 2008, stalling corridor traffic growth by nearly a decade and resulting in 495 Express Lanes opening revenues at a fraction of projections. In order to allow the best possible response, Transurban acquired a 100% interest in the project by buying out its minority partner Fluor Corporation, removing the constraints of contractor held equity interests and allowing the injection of an additional \$289 million of Transurban equity into the project. The resulting recapitalization right-sized project debt and put the project on stable financial footing moving forward. It also represented the largest ever equity recapitalization of any US P3 project, demonstrating our commitment to the project, our partners and the region, and in sharp contrast to the many P3 project that have succumb to liquidation. The team met all performance requirements and worked closely with its lenders, including TIFIA, to ensure all obligations were met on time. Despite severe financial stress, there was no cost or risk to Virginia taxpayers.

Commitment to partnering and regional policy goals: The project went on to exceed both policy and commercial outcomes in the years following, resulting in:

- A greater than 50% increase in corridor transit services between 2013 and 2019
- An approximate 25 fold increase in HOV traffic between 2013 and 2019
- 83% customer satisfaction rates (2019 Apco State of the Lanes Research Survey)

In 2014 Transurban proactively implemented a First Time Forgiveness program, which saved customers more than \$22M in unpaid toll fees and was subsequently adopted by the Virginia Legislature as a new standard for all toll facilities.

Unfortunately, in 2020 the project is again facing challenges associated with the economic impact of the Covid pandemic. As of December 2020, revenues remain down 64 percent from the previous year and the project had lost more than \$46M. Once again, Transurban has taken immediate action to address unforeseen asset distressed – committing an additional \$15 million in equity to the project to ensure it continues to meet all of its obligations, including meeting the performance standards, maintaining the same high levels of customer service and satisfying all lender requirements. Transurban did not seek relief or make claims against the Commonwealth during this time, as most other toll road concessionaires did – continuing to ensure Virginia taxpayers were shielded from cost and risk. In addition, Transurban expanded its First-Time Forgiveness program for customers facing hardships due to the pandemic, forgiving fees or tolls from more than 100 customers and saving Virginia families hundreds of dollars.

Despite the underperformance of the asset, Transurban has continued to invest \$13M to continue the development of the I-495 Next, keeping the project on track to begin construction in Fall 2021. This will create 6,300 jobs and generate \$880 million of economic activity during construction in a post-COVID economy when needed the most and provide an important link to the new Maryland PMLs. The company has also maintained its full workforce during this time.

Continuously Improving Customer Support: Transurban has remained at the forefront of technological changes that affect our customers, operations and regional mobility – leveraging partnerships with local stakeholders, global technology leaders and our local, State and Federal partners to help shape policy in a proactive and predictive manner. The I-495 project, through Transurban's regional presence, has contributed to CAV and other pilot programs. Customer tools have been tailored to evolving needs and behaviours, through our Website, social media and on-the-go resources including our new GoToll mobile app, a way to pay for the PMLs targeted at new drivers without an E-ZPass while reducing enforcement and violation costs. The project is also currently operating Vehicle occupancy detection cameras to support its ground-breaking Fair Travel Program, to ensure that HOV policy objectives are protected. Each of these programs has involved significant investment by Transurban in direct partnership with VDOT and our other project partners.



Ongoing asset optimization: Transurban, alongside VDOT, Fairfax County and other stakeholders, have continued to enhance the I-495 project over time, including the following specific programs and measures:

- Completion of the Jones Branch Connector in 2019, providing new southfacing PML access ramps to serve rapid growth of the Tysons area
- A 2-mile peak period “Red-X” lane was installed by VDOT to mitigate congestion of northbound traffic between the end of the I-495 Express Lanes and Route 193 (to be replaced on completion of the I-495 NEXT project)
- Transurban has invested in specialty equipment to support the safe maintenance and replacement of bollards through a mobile protection zone truck
- Improvements to signal timing and capacity of intersections that provide access to the PMLs, to maximize throughput and enhance safety

These programs have resulted in material benefits for all stakeholders and were made possible through a forward thinking, inclusive and honest partnering approach – backed by our active participation in the community and understanding of shifting geopolitical priorities.

Conclusion and relevance for the Project:

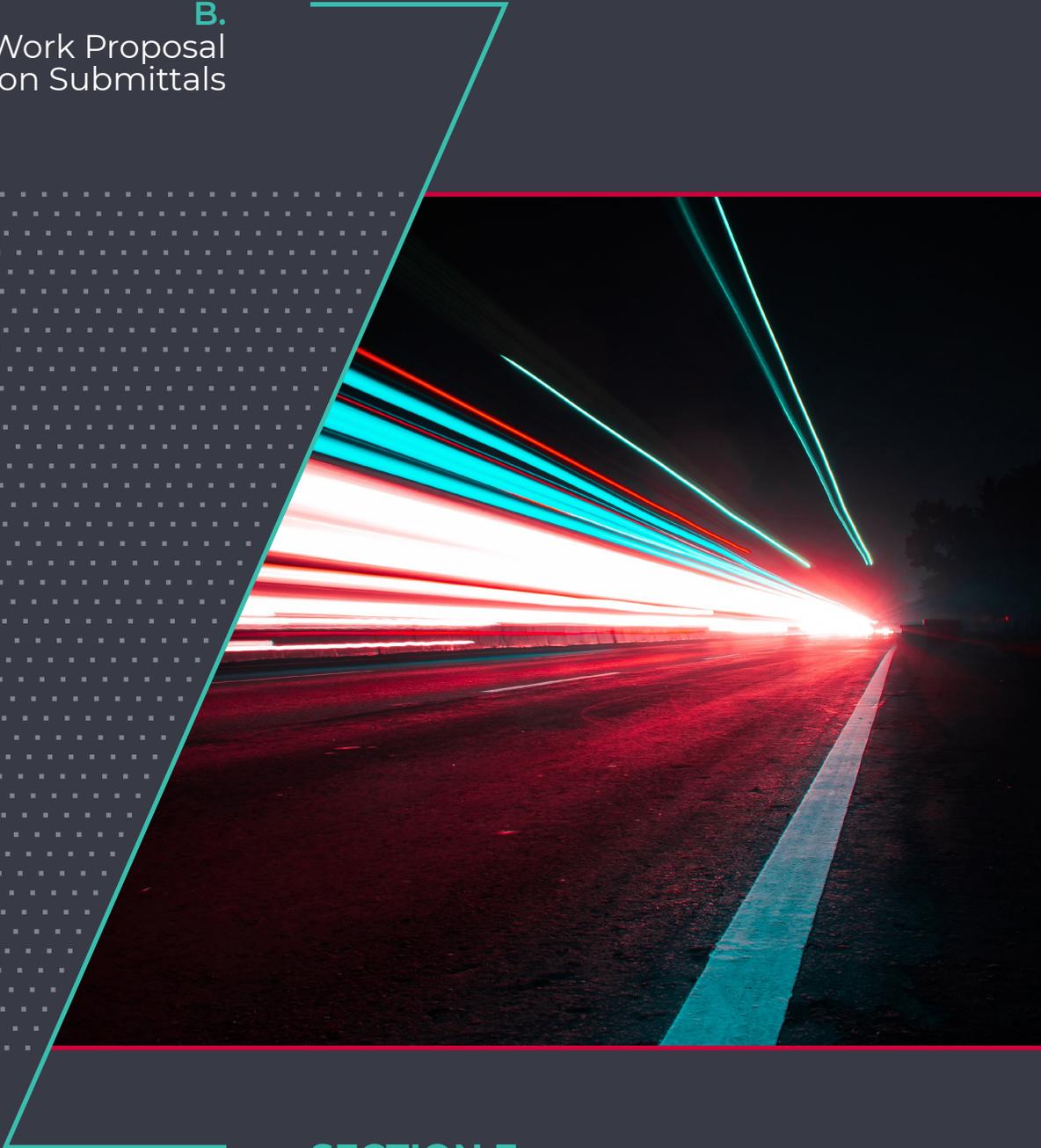
As demonstrated by its management of the 495 Express Lanes project, Transurban takes a long-term approach to ensure success in all phases of the project. Transurban has shown its willingness to own and manage risk, identify value sources, and deliver on its commitments, even in the face of lower than expected revenues. We will apply these lessons through our proactive partnering approach, shockingly innovative solutions to both routine and material challenges and our unmatched resolve to stand behind our partners and commitments.

More broadly, Transurban’s perspective as a long-term investor and history of solving problems through partnership has directed our strategy for the Project – specifically:

- Tailoring our team to combine unmatched credentials, financial strength, world-leading technology partners, and without the constraints of equity tied to construction interests;
- maximizing the limits of the initial Phase South Section to the fullest extent;
- committing to fund and implement a wide range of community and stakeholder focused measures with which to build support; and
- working with MDOT to de-risk and accelerate Phase North, which we view as being of critical regional importance and material economic benefit.

These elements combined will provide the tools required to best represent the Project’s interests through the Predevelopment Work Stage and beyond – and to ensure the successful realization of MDOT’s Program Goals.

B.
Predevelopment Work Proposal
Evaluation Submittals



SECTION 3.

Minimize
Impacts

MINIMIZE IMPACTS

Accelerate Maryland Partners (AM Partners) will be a trusted and long-term partner to MDOT to develop and deliver the Project in a collaborative and responsible manner, ensuring the needs of the community and stakeholders are heard and addressed. AM Partners understands the unique requirements, regulations, agencies, public, and regional priorities of the Project and has worked successfully with all key public stakeholders and all major local Utility Owners and contractors. We place de-risking the Project at the center of every consideration of our Project solution, with a strong focus on minimizing right-of-way (ROW) impacts, mitigating potential utility conflicts, and protecting the environment, cultural and historical sites, and wetlands. We will ensure that the community benefits from a project that provides world-class delivery, operations, and customer service. As part of our development approach to the Project, AM Partners commits to:

Public Involvement & Communications	<ul style="list-style-type: none"> > Leverage our deep local knowledge of the corridor and existing relationships to support MDOT’s effort to collaborate with, inform, and educate all stakeholders > Provide multiple modes of communication to maintain an open, honest dialogue and incorporate public feedback into the Project solution > Fund a \$50M Community Grant Program over the term of Phase South and support established counties programs such as Vision Zero
User and Customer Experience	<ul style="list-style-type: none"> > Put customers first and exceed an 80% customer satisfaction rate > Implement technology-based solutions and protocols for next-generation, high-accuracy tolling, and provide consistency and interoperability with our 160-lane mile network to create a more seamless, connected driving experience > Provide MDOT with up-to-the-minute reporting on key customer satisfaction and experience metrics through a dashboard built by Esri
Right-of-way Minimization	<ul style="list-style-type: none"> > Reduce ROW takes beyond the 23 acres across 62 parcels in more than 19 different geographic locations within Phase South that we have already avoided as part of our design solution
NEPA Process	<ul style="list-style-type: none"> > Continue to develop a Design and Construction (D&C) solution to maintain or reduce the environmental footprint of the Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) > Utilize an innovative Environmental Compliance Management (ECM) tool that will link environmental commitments and constraints outlined in the ROD in real time to current design plans in the field to ensure compliance > Facilitate an expeditious delivery of Phase North, supporting MDOT in the pursuit of a National Environmental Policy Act (NEPA) Environmental Assessment (EA) and an I-270 Transit Study while pledging at least \$1.5B in transit funding through a successful Phase North concession
Sustainability and Future Impacts	<ul style="list-style-type: none"> > Achieve a Platinum Envision Rating from the Institute for Sustainable Infrastructure by planning, designing, and delivering the most sustainable and resilient infrastructure Project in Maryland > Perform extensive risk modeling to help MDOT and AM Partners understand the probable disruption to the Price Managed Lanes (PML) and General Purpose Lanes (GP Lanes) from various environmental shocks > Incentivize carbon neutral construction through our best value D&C Procurement processes

1. PUBLIC INVOLVEMENT AND COMMUNICATIONS APPROACH

AM Partners brings a team of seasoned communication experts with more than 30 years of experience executing successful outreach and engagement programs on some of the nation’s and region’s largest, most high-profile transportation P3 projects including the I-495, I-95, and I-395 Express Lanes projects, the Elizabeth River Tunnels project, and the Goethals Bridge project. Members of AM Partners pioneered outreach, engagement, and customer education for every PML network currently in operation in the region, creating the roadmap for how a PML network is vital to diversifying and enhancing mobility. Our approach adopts and extends MDOT’s customer-driven mission regarding safety, sustainability, and providing Marylanders and drivers with a reliable, well-maintained system that enhances mobility. Our approach—focused on integrity, inclusion, teamwork, and collaboration—will cement a more than 50-year partnership with MDOT to provide best-in-class transportation for Maryland.

AM Partners is committed to building trusted relationships and rapport with all affected organizations, local businesses, and residents, and has already engaged with 85 community groups within the Project area.

1.1. PUBLIC OUTREACH AND ENGAGEMENT TEAM

The organizational structure of AM Partners' public outreach and engagement team, including qualifications for our key individuals, is presented in **Figure 1**.

Figure 1 // AM Partners' Public Relations (PR) Organizational Chart Map of Local Stakeholders Engaged by AM Partners



- **Geoff** is a 20-year resident of the National Capital Region
- 19 years of public policy and infrastructure development experience
- 13 years of P3 project communications experience during predevelopment and delivery stages for large, complex transportation projects
- Developed and executed stakeholder and community engagement tactics, including toll education campaigns, during the Predevelopment Stage for the Elizabeth River Tunnel project

- **Amanda** is a lifelong Maryland resident
- 5 years of experience serving in Maryland's Executive Branch and Governor's Executive Office
- Served as the liaison between the Governor's office and all Maryland counties and municipalities, including conducting outreach and integrating into the community as a trusted advocate
- Maintains established relationships with Maryland State and local elected officials, stakeholders, and key constituencies
- Coordinated Governor Hogan's public appearances with MDOT

- **Mike** is a 32-year resident of the National Capital Region
- 10 years of P3 project communications experience in the development, delivery, and operations stages
- Extensive community outreach experience in urban areas involving addressing, diverse stakeholder concerns, planning and executing communications and advertising campaigns, and media relations
- Developed education and marketing campaigns that prepared the National Capital Region for the opening of the I-495, I-95, and I-395 Express Lanes
- Served as a spokesperson for a 50-mile Express Lanes network for seven years where he successfully managed widely reported scenarios and on-road incidents

1.2. APPROACH TO PUBLIC OUTREACH AND COMMUNICATIONS

AM Partners understands that stakeholder and community engagement and buy-in are critical to the success of this Project. That is why we have already begun engaging Project stakeholders and community members to establish relationships and build trust.

To date, AM Partners has engaged more than 85 community groups within the Project area, and we have been listening closely and forging strong relationships. Despite the COVID-19 limitations on in-person events and interactions, we adapted and began integrating with the community through virtual one-on-one and group meetings. Our interactions have yielded connectivity with the community and a better understanding of what the Project is, its benefits, timeline, and impacts. We have also tried to educate prospective first-time users on how PML function and can provide enhanced mobility options.

Our early engagement positions AM Partners with the ability to strongly support MDOT’s goals, while incorporating what matters most to the community in our design, construction, and operational solution for Phase 1. By truly collaborating with the community and incorporating their feedback into all aspects of the Project, we will minimize opposition for the Project. Public outreach and communication are critical to all aspects of Project involvement and will be prioritized as such.

Figure 2 shows the stakeholders with whom we have contacted and established relationships. We commit to building trusted relationships and rapport with all affected organizations, local businesses, and residents to maintain a positive public perception throughout the life of the Project.

Continuing early outreach efforts, AM Partners built a comprehensive campaign to engage and inform the public and will exceed the communication requirements of the Phase P3 Agreement. The team will support MDOT’s effort to collaborate with, inform, and educate stakeholders as part of the Predevelopment Work and maintain continuity into the Section Work. Our program fosters community input, diversity, inclusivity, and partnership from the start.

AM Partners stands ready to go above and beyond the requirements to assist MDOT as needed during the General Assembly’s legislative session in which the Project is likely to be publicly evaluated. The team will utilize existing relationships and experience working with the General Assembly and local media to help frame the political discussion and minimize opposition for the Project. Our PR plan also includes additional outreach to State and local elected officials representing the impacted areas and grassroots engagement with community established organizations, such as Don’t Widen 270, to address concerns where possible.

AM Partners has outlined our primary public involvement and communications objectives and our approach to achieving them in the Predevelopment Work Stage in the table below.

PUBLIC INVOLVEMENT AND COMMUNICATIONS OBJECTIVE	AM PARTNERS’ PROVEN APPROACH
Maintain continuity in personnel from RFP to Section Work Stage	Maintaining continuity will lead to stronger ties and relationships. While AM Partners’ team brings national experience in developing and executing outreach programs on P3 and mega projects, each of the team members lives locally and will remain with the Project throughout initial development. Figure 1 explains our organizational structure and how we exceed the technical PR requirements.
Expand, engage, and maintain relationships with all stakeholders	Members of AM Partners already have deep relationships in Maryland and along the corridor. The team will build on the outreach completed in the RFP Stage and engage stakeholders to build and maintain relationships throughout the Predevelopment Work Stage, to the very end of the Section Work Stage. Our approach is proactive, inclusive, and recognizes our community’s racial and cultural diversity.
Incorporate feedback into all aspects of the Project	AM Partners is committed to incorporating public and stakeholder feedback into design, construction, and operations, and will utilize community resource groups to do so. This begins with monthly design public meetings and open houses, both virtually and in person, during the Predevelopment Work Stage, building on the over 85 sessions held during the RFP Stage. Section 1.3 presents how the team is already incorporating solutions to the most heard public concerns and will ensure all stakeholder needs are met to keep the Section Work Stage successful.
Develop two-way communication channels for collaboration and maximum responsiveness	AM Partners will communicate with stakeholders using their preferred medium. Additionally, we will develop channels for stakeholders to communicate with us, including an AI-powered chatbot, a 24/7 call and text message hotline, submitting a question through our website, or visiting our virtual meeting room anytime. (See Section 1.4)
Execute a successful public education and awareness program	AM Partners will use best practices from past successful public education campaigns to maximize the reach of its program using traditional and non-traditional media. We will also utilize the expertise of AM Partners’ Diversity Board to effectively reach critical communities. AM Partners will utilize 3D modeling to interactively demonstrate design concepts to stakeholders.
Commit to the community	We commit to supporting the community by funding a \$50M Community Grant Program that will benefit the environment and Maryland’s disadvantaged populations during operation of Phase South. In addition to the \$300M worth of AM Partners’ provided transit services for Phase South, we will also provide dedicated transit funding of at least \$1.5B through Phase North.

AM Partners' local experience will leverage decades of knowledge and prior relationships with key constituencies who are actively engaged in this Program. The team understands firsthand community priorities and what is required to gain the necessary support and timely approvals from stakeholders. Members of the AM Partners' team have directly worked for and with USDOT, MDOT SHA, the Governor of Maryland's Office, Montgomery County, MDOT, Maryland-National Capital Park and Planning Commission (M-NCPPC), MDE, and local contractors, in addition to WMATA and National Park Service (NPS) throughout the development of our projects in Virginia.

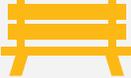
AM Partners will support MDOT in key public outreach activities as identified in Exhibit 6, including:

- > Coordinating responses to media and public inquiries
- > Providing protocols for responding to media inquiries on the P3 Program, its benefits, and specific activities
- > Approving staff and materials prior to speaking with media
- > Sharing stakeholder databases to disseminate newsletters, emails, news releases, social media updates, and other public information
- > Performing quality assurance of all information and communication activities prior to release or distribution

1.3. UNDERSTANDING & ADDRESSING CONCERNS

Early outreach and engagement coupled with the team's local expertise give AM Partners a unique understanding of the corridor, stakeholder concerns, and ways to mitigate them. In collaboration with MDOT and MDTA, AM Partners is best suited to develop strategies and tactics to connect with all stakeholders and develop a long-term relationship, having started work on the conceptual design for this Project more than three years ago. Our initial outreach includes more than 25 homeowners and civic associations, 30 local businesses, and Chambers of Commerce. This outreach has helped us frame our approach, enabled us to learn about stakeholder concerns, and develop strategies to minimize them, as outlined in the table to the right.

In addition to direct feedback from our own outreach efforts, we listened to the community's concerns from the Draft Environmental Impact Statement (DEIS) virtual hearings. We have made addressing stormwater runoff and the impact of increased vehicle emissions impacts during the Predevelopment Work Stage a priority. AM Partners will utilize Community Resource Groups as another tool to solicit targeted input, ideas, and challenges to develop customized, meaningful solutions alongside the community.

PUBLIC CONCERN	SOLUTION DURING PREDEVELOPMENT WORK STAGE
<p>Noise - current and future</p> 	<ul style="list-style-type: none"> > Through monthly design public meetings in different locations along the corridor, traveling open houses and other outreach, listen and share ideas with the community that best accommodate their wants and needs > Provide renderings to review, easily understand, and provide input on key issues and suggested solutions > Allow community members to vote on design of aesthetic treatments, such as sound barriers, retaining walls, and landscaping > Reflect community objectives into sound wall and landscape design decisions > Reinforce existing barriers and implement green walls where appropriate > Incorporate community comments into the technical specifications or performance requirements within the D&C Procurement documents, as appropriate > Use 3D design to interactively demonstrate design concepts to stakeholders
<p>Impacts to local roads</p> 	<ul style="list-style-type: none"> > Host community meetings and outreach events with subject matter experts to discuss measures to reduce impacts, detours, and general public safety > Improve freeway entrance/exit flow through design > Monitor and analyze adjacent arterial roads, using mobility data from a range of inputs including on-road and app-based sources (e.g. Waze) to provide travel data and recommend mitigation actions where needed to improve local road traffic conditions once construction begins > Provide MDOT with a dashboard to monitor and stay informed for interactions with local communities
<p>Encroachment on private property/ROW</p> 	<ul style="list-style-type: none"> > Continue to minimize ROW takes through design > Coordinate property acquisition with property owners early > Through door-to-door outreach, successfully communicate with all potentially impacted parties > Provide first- and last-mile transit services to minimize need for land acquisition for new park-and-ride lots
<p>Adverse impacts to park and/or historic land</p> 	<ul style="list-style-type: none"> > Proactively engage property owners and other parties to coordinate solutions together for critical land, sensitive environmental areas, and cultural and historic resources > Identify solutions to promote recovery from current impacts, highlight significance of historic areas, and provide greater access and visibility for enhanced community connection to these sites
<p>Concerns about how P3s work and how this Project will differ from Purple Line</p> 	<ul style="list-style-type: none"> > Implement a successful public awareness campaign to build public understanding and acceptance of the P3 process and Project > Use media relationships to promote positive news and assist with reach for public awareness campaign > Explain and promote Predevelopment Work benefits as differentiating factors from Purple Line in mitigating risk
<p>WSSC costs will affect taxpayer water bills</p> 	<ul style="list-style-type: none"> > On day one, begin working closely with WSSC and all other Utility Owners to minimize impacts in design and understand any associated costs > Communicate with concerned taxpayers to ensure understanding of potential impacts

AM Partners looks forward to working with MDOT and engaging the restricted stakeholders, including M-NCPPC, representatives of Montgomery and Frederick counties, and the City of Rockville, to discuss our shared interests and commitments. We understand the concerns and requests of the counties within the Corridor and make the following commitments:

- > **MD-200 Diversion Study** // Sponsor and manage the MD-200 Diversion Alternative Study in collaboration with MDOT and other relevant stakeholders. The study will identify regional mobility and policy solutions that leverage available network capacity including Phase 1 and MD-200 and will be developed in coordination with the proposed Phase North Permit and Approvals Masterplan and I-270 Transit Study.
- > **Transit Service Commitments** // Include a dedicated reliable payment stream of \$1.5B available for investment into, and continued operations of, transit service and multi-modal mobility through Phase North. AM Partners will also provide \$300M worth of transit contributions through the Phase South concession by offering free transit passes to eligible low-income local riders, providing a zero-interest loan facility to local transit authorities to finance bus fleet conversion to electric buses, and extending our micro-transit solution to cover first- and last-mile transportation around transit hubs.
- > **Environmental Stewardship** // Significantly improve water quality by going above and beyond the requirements contained within the Environmental Impact Statement (EIS). AM Partners will commit to double the water quality protection requirements of the Project, transferring approximately 160 acres of excess credits to Montgomery County to support fulfillment of pending MDE MS4 permits and greatly improving regional water quality.
- > **Historic Sites** // Design around historic sites such as the Poor Farm Cemetery and the Moses Hall Cemetery, the century old African-American burial ground, to minimize any impact to these historic properties. Where an impact is unavoidable, we will engage archeological monitors to supervise field investigations to mitigate any risk arising from these historic areas, including through dictating certain construction means to avoid impacts (e.g. at MacArthur Causeway historic aqueducts).

1.4. COMMUNICATION STRATEGIES

AM Partners will use scientific, data-driven evidence to communicate with stakeholders in the ways they want to receive information. To accomplish this, **we surveyed 600 residents of Montgomery County to understand how they preferred to receive Project information.** Residents prefer to receive news and information from online sources and local television news, followed by social media. Most widely viewed media outlets include, online news (Washington Post, Montgomery County Media) and TV (NBC4, ABC7, FOX5).

PROVEN PROJECT SUCCESS FOSTERING POSITIVE COMMUNITY RELATIONSHIPS

Transurban participated in 1,000+ public meetings and reached 150,000+ motorists before the opening of the 495 Express Lanes project. Using early, proactive engagement, Transurban addressed community concerns by amending the project scope to triple access to the growing Tysons Corner hub. By engaging the public and brainstorming ways to navigate their commute during construction, we helped strengthen relationships and foster a positive reaction to the project. We remain a partner to the community and have continued this engagement with ongoing communication and public involvement. This experience will be critical in facilitating interstate considerations, including the American Legion Bridge (ALB) and the Capital Beltway Accord.



AM Partners' approach will blend traditional and non-traditional media approaches with digital means, including our website and social media accounts, described below and continued on the next page:

TRADITIONAL MEDIA



AM Partners offers MDOT a trusted voice to shape the message in local and national Project coverage through our relationships with transportation reporters including Katherine Shaver and Luz Lazo (Washington Post), Adam Tuss (NBC4), and Kate Ryan (WTOP). We will proactively engage local reporters to support public education and provide senior personnel for interviews.

NON-TRADITIONAL MEDIA



We will apply our experience using digital communications to engage with stakeholders. Our team will create captivating, interesting, and informative social media content using LinkedIn to promote our impact and industry news, Facebook, and Instagram to share images and videos, and Twitter for quick updates, progress features, and to further engage with interested members of the public. We will use geo-fencing technology to expand our reach to the most appropriate audience and embrace other new media strategies and platforms as they develop.

WEBSITE



The AM Partners website currently serves as an additional public education tool for the Project, providing direct links to MDOT's DBE certification assistance websites and offers community members an easy way to contact the team. During the Predevelopment Work Stage, we will enhance the website to include even more information to increase public knowledge and engagement, including an AI-powered chatbot, an always accessible virtual meeting room, as well as a calendar of upcoming public in-person and virtual events.

**MOBILE/
EMAIL
NOTIFICATIONS**



AM Partners will implement an electronic notification system to deliver information by text message or email. During the Predevelopment Work Stage, we will engage States, counties, Chambers of Commerce, elected officials, and media outlets in a partnership campaign to promote early registration. The electronic notification system will provide updates regarding public meetings and events and when to expect surveying in certain areas. The system will evolve during construction to provide lane change information, safety reminders, and other construction updates. Our electronic notification process is illustrated in **Figure 3**.

AM Partners will enhance the website to full operability no later than 180 days prior to the start of construction. The website will be linked to MDOT's website for the P3 Program and in accordance with Exhibit 6 and will include an interactive map that allows customers to plan trips on the Project. We will also inform customers of any planned closures and construction status including detours and closures.

We will employ methods for stakeholders to communicate directly with us. Beyond email and the AI-powered chatbot on our website, AM Partners will establish a 24/7 stakeholder call and text message hotline to provide the public with an additional outlet to communicate their needs and concerns. As shown in **Figure 4**, we will address every message that reaches the hotline in a timely manner with viable and helpful solutions.

Figure 4 // 24/7 Stakeholder Hotline Process

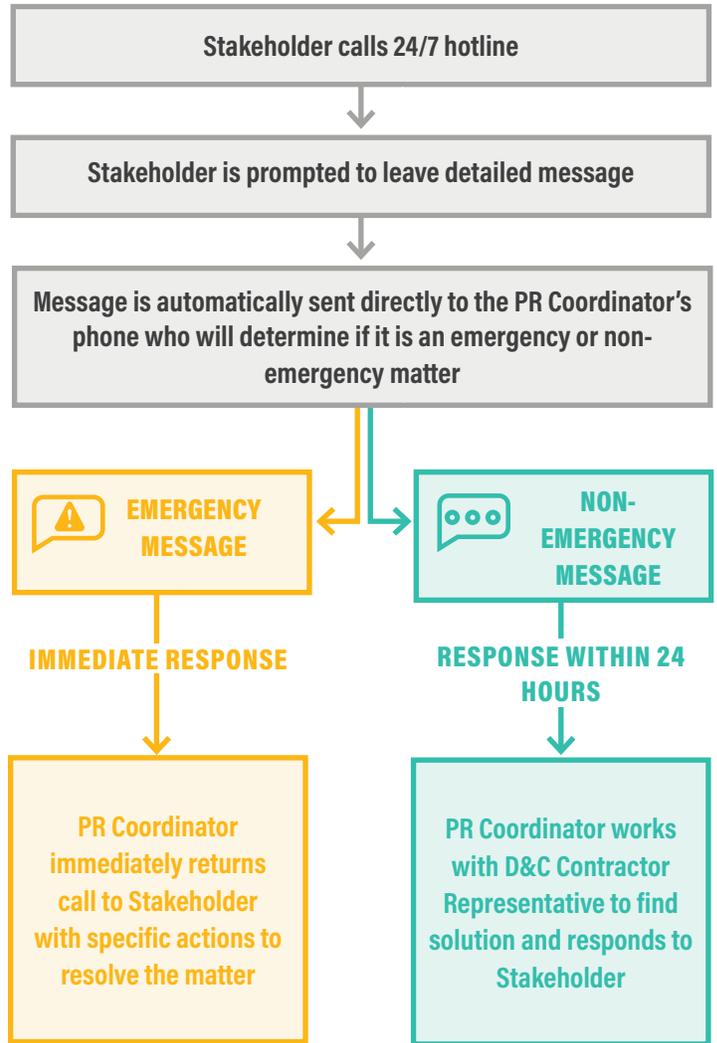
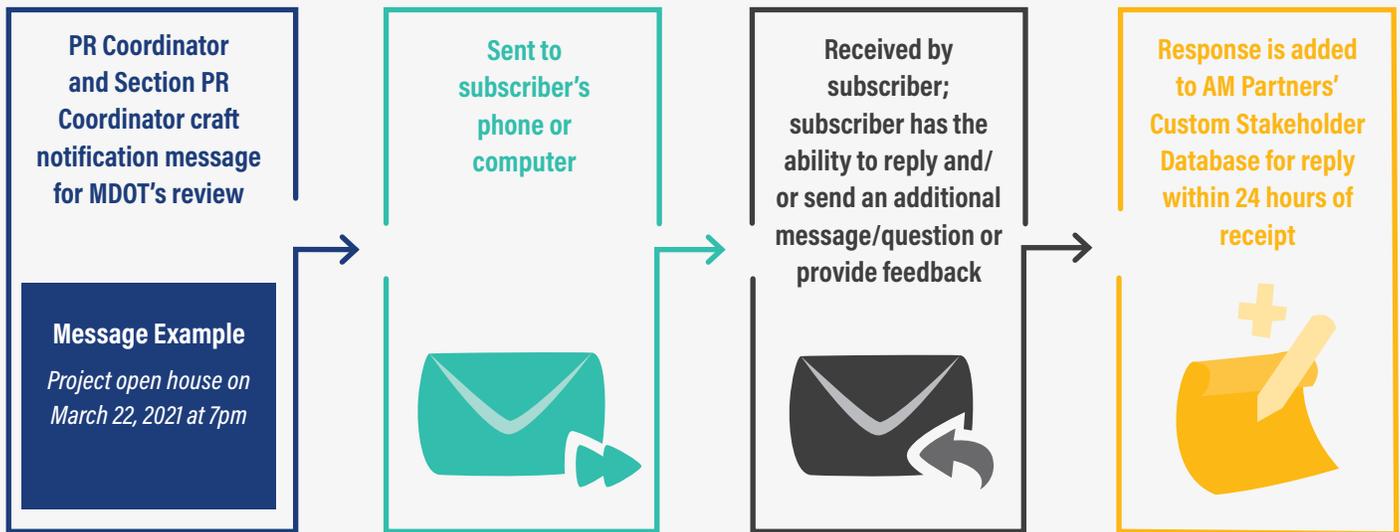
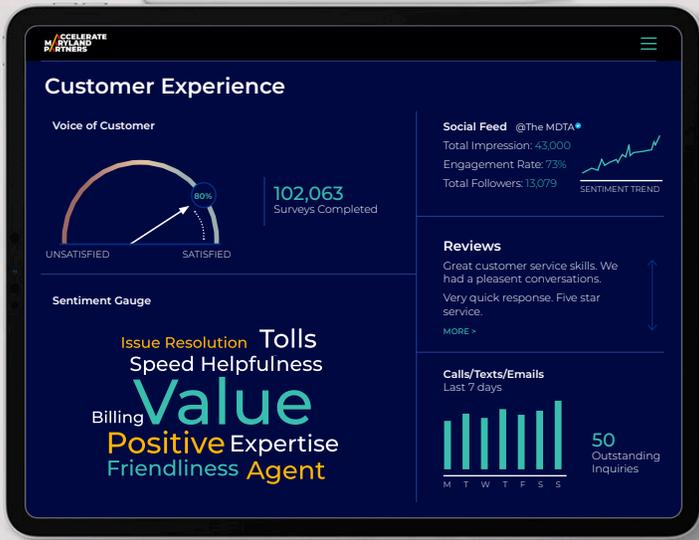


Figure 3 // Electronic Notification Process



ELECTRONIC NOTIFICATIONS

We will develop a custom stakeholder database to log all stakeholder correspondence, community interactions, and capture contact information including phone numbers, email, and mailing addresses. By tracking correspondence, we will easily be able to see trends and understand areas to improve the program and ultimately minimize impacts. AM Partners will provide MDOT regular reports on engagement and response time in the form of a dashboard by Esri, providing additional accountability and transparency in our public outreach approach. The customized dashboard concept is provided below.



1.5. PUBLIC EDUCATION AND AWARENESS PROGRAM

During the Predevelopment Work Stage, AM Partners will initiate a Public Education and Awareness Program with a targeted owned, earned, and paid media program to increase P3 Program awareness and transparency in compliance with Exhibit 6.

This program will educate the public on the benefits of PML, how PML function, how to use them, and the toll rate setting process to minimize impacts and increase transparency using:

- > Clearly defined sections on the AM Partners website
- > Targeted social media advertisements
- > In-person and virtual community events and meetings
- > Collateral materials
- > Print advertisements
- > Traditional media

The materials will be Americans with Disabilities Act-compliant and provided in English and multiple languages to serve the representative communities. The materials will be sourced from recyclable and/or sustainable items where applicable.



Transurban hosted an interactive, first-of-its kind online community event for travelers to experience a virtual visit to the WestConnex M8 tunnels and new St. Peters Interchange, in Sydney, Australia prior to the opening. While COVID-19 restrictions made hosting a large-scale event impossible, this virtual experience was widely viewed and extremely successful. The interactive portal included a sneak peek tour, briefing kit, driver animations, and a flyover.

To evaluate effectiveness, we will monitor website analytics and conduct benchmark polling to gauge public opinion, identify optimal messaging, and any areas for improvement. AM Partners is committed to continually improving our public engagement and outreach efforts as the Project goes on to best serve MDOT, affected communities, and all travelers.

Our Public Education and Awareness Program includes destination-based outreach to maximize awareness, no matter where a traveler is headed or the mode of travel. This will include hosting business roundtables with major employers along the corridor. During the roundtables, AM Partners will educate these stakeholders on the Project and explore ways to improve their employees' commutes through the planned work zone. During construction on the Virginia Express Lanes projects, this approach was very well-received, involved direct coordination with VDOT and local transit companies to provide temporary park-and-ride facilities, and helped reduce peak traffic by staggering construction work hours.

We will identify local ambassadors, such as members of AM Partners' Diversity Board, to support outreach, provide introductions, and amplify our message on social media.

AM Partners has implemented similar marketing campaigns prior to final completion for the openings of the I-495, I-395, and I-95 Express Lanes projects in Virginia. To prepare for the I-495 Express Lanes opening, we coordinated with VDOT and E-ZPass Customer Service to produce print and electronic materials that targeted daily commuters and other potential users. These advertisements included:

- Maps highlighting entrances to and exits from the Express Lanes
- Education on Express Lanes pricing signs



Prior to final completion, we will work with MDOT to build a public-facing marketing campaign to communicate the Maryland/MDOT/AM Partners partnering success to daily commuters and other users. Our Public Education and Awareness Program will be the foundation of this marketing campaign and will be refined as we navigate the Predevelopment Work and the Section Work Stages.

As Maryland's long-term partner, AM Partners will fund a \$50M Community Grant Program during the term of Phase South to benefit Maryland, its residents, non-profit organizations, disadvantaged populations, and the environment as well as \$5M to support Vision Zero during the construction of Phase South. As part of the Community Grant Program, AM Partners will engage with Montgomery County Public Schools to implement a Giving Circle program to allow 100 high school students to decide which qualifying organizations will receive portions of the fund each year.

2. EXCELLENT USER AND CUSTOMER EXPERIENCE

AM Partners members' have successfully served customers in the Region for more than eight years. The team's experience operating PML in the National Capital Region allows us to share lessons learned, saving MDOT time and money and providing a world-class experience for all users. AM Partners will work with MDOT to deploy a program customized for Maryland that takes full advantage of our experience.

The top three lessons learned from operating PML in Virginia that will benefit Maryland are:

- 1 HOV Compliance Program** // Develop a proactive and robust HOV fair travel program in partnership with State enforcement authorities and implementing innovative technologies that will reduce material revenue loss and inequity to paying users.
- 2 First Time Forgiveness Program** // Implementing a customer-centric policy for first time users such as Transurban's "First Time Forgiveness" program will result in reduced hesitation for first time PML users, reduce unpaid toll fees, and also support the State's customer service initiatives.
- 3 Dynamic Pricing System** // Implementing a mature Dynamic Tolling Algorithm will result in free-flowing PML and ensure increased customer value proposition.

Our existing knowledge of Maryland drivers' behaviors and proactive communication preferences means we will exceed the Project goals for user experience and customer service.

GRANT CONTRIBUTIONS

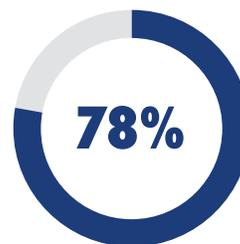
In total, Transurban's grant programs in Virginia have to date contributed over \$1M to 291 different organizations in the region. Most recently, the company announced a new \$15,000 grant that builds on its \$280,000 community investment in partnership with Northern Virginia Family Service to help families impacted by COVID-19. These programs are on top of the \$15M per annum escalating transit payment through 2067 made by Transurban under their concession agreements.

The Macquarie Group Foundation has supported and provided contributions of over \$15M to non-profit organizations working to combat COVID-19 and provide immediate and medium-term relief to affected communities in which they operate.

Working closely with MDOT and E-ZPass, AM Partners will implement proven processes focusing on seamless interoperability, tolling accuracy, demonstrating the value of PML from day one. As a natural expansion of our 160 lane-mile network in Virginia, this Project aligns with and extends our commitment to improving the quality of life for regional travelers by offering a transportation choice that delivers faster, safer, and more reliable travel, and the ability to optimize integrated trips across the broader network.

We already have an understanding of Maryland drivers

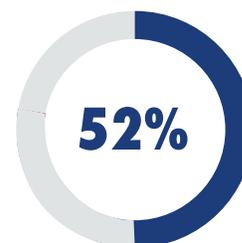
Maryland drivers see the benefit of the 495 and 95 Express Lanes, including:



who see a benefit for the National Capital Region



who use the 495 Express Lanes are satisfied



who see a personal benefit

2.1. DELIVERING A BEST-IN-CLASS EXPERIENCE

2.1.1. OUR APPROACH

From Project implementation to final completion, AM Partners will rely on these elements to deliver an effective end-to-end experience:



CUSTOMER AND COMMUNITY CENTRIC

Customer insights are at the heart of our approach, which comes to life through dedicated support teams, trusted technologies, and robust data management systems that will provide an enhanced user experience, minimize customer service issues for MDTA, and ensure tolling interoperability. AM Partners puts customers first and will achieve a customer satisfaction rate that exceeds 80%.

Many Maryland drivers are already part of Transurban's customer feedback loop, which will enable constant evaluation and refinement of service. AM Partners will regularly solicit feedback from frequent, occasional, and non-toll road users to gauge and improve regional satisfaction with our communication methods and customer service teams.

In preparation for this Project, AM Partners commissioned additional market research in and around the Project zone, including focus groups and community surveys to understand the motivations of drivers along the I-270 corridor, explore use cases for new PML and develop strategies for neutralizing early and unfounded criticism through proactive customer education and engagement.

Through this added research, we affirmed that many potential customers welcome the idea of PML on I-270 and I-495. However, we must provide tailored solutions to proactively address their concerns around transparency, ease of use, and payment.

AM Partners is the best choice to ensure problems are addressed quickly. Our experience—on and off the road—will ensure we deliver on our commitment of easy, empowered, and integrated customer experience.



CUSTOMER-CENTRIC APPROACH // GROUNDED IN DATA

From our prior experience delivering large multi-billion-dollar public-private-partnership projects, consensus building is both strategic and imperative. Critics will be quick to point out potential drawbacks and potential customers may have little information on the Project itself, much less its benefits. AM Partners has commissioned extensive qualitative and quantitative research to understand the customer pain points and need for proactive education among potential drivers, specifically on the following:

- > How and when to use the PML
- > How the pricing model works
- > When tools are available to help drivers plan their trip and pay for tolls
- > Who uses the PML, at what frequency, and at what cost on average
- > How toll revenues are reinvested into the region particularly when a private entity is involved
- > How AM Partners will be held accountable for meeting and exceeding safety and environmental requirements

Throughout the Predevelopment Work Stage, AM Partners can use these insights and others to collaborate with MDOT to develop a knowledge campaign that informs current and future customers long before the road is open.

1. EASY

In Northern Virginia, we have been instrumental in financing, building, and managing a network of Express Lanes in one of the nation's most congested corridors by **providing best-in-class technology solutions for customers and superior customer service:**



AM Partners will provide direct, on-demand access to the information that drivers need most including road conditions, weather notifications, and trip planning support. Before taking a trip, customers will be able to conveniently compare travel times and costs between transit and personal vehicle options. This will include real-time toll estimates and ensure that travelers always know what to expect. Once on the road, customers will have the benefit of simple signage across the PML providing dynamic toll-pricing and intuitive entry and exit flows. AM Partners can provide these services on this Project directly or work closely with MDTA to implement similar offerings; our experts are ready and committed to sharing data, best practices, and insights from past successes in the region.

As part of the Virginia Express Lanes network, Transurban introduced a "Voice of the Customer" program to analyze thousands of pieces of customer feedback each year and determine additional improvements needed in the region. Our Customer Care Made Easy score stands at 4.1 out of 5 points. AM Partners can implement similar and enhanced customer service programs in partnership with MDTA with the provision of customer service data. Customer sentiment dashboards can be created for MDTA to provide easy review of key customer experience metrics. See dashboard graphic for illustrative purposes in *Appendix 3.2(b).4*.

2. EMPOWERED

Just as information about our customers allows for a simple and more intuitive user experience, information delivered to our customers empowers them to make better decisions about their travel and avoid potential issues when they are on the road.

AM Partners will offer technology and design solutions to enable customers to take charge of their travel and engagement choices, including advance and in-trip route decisions and customer service team interactions. Our digital tools, including GoToll and MyCommute, will deliver safe, simple, and intuitive experiences.

Additionally, Virginia Express Lanes customers can tune-in to traffic cameras throughout the Project corridor via Express Lanes website or mobile app—a benefit that can be extended to Maryland. These cameras give drivers a direct view of congestion within the adjacent GP Lanes, enhancing information they might receive from third party trip planning applications, like Google Maps or Waze, other agency cameras, or media traffic updates like WTOP.

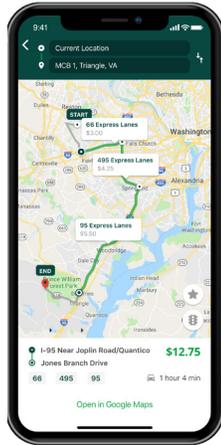
Dynamic prices on the PML give customers flexibility and choice and allow AM Partners to manage free-flowing traffic. On average, customers in Transurban's Express Lanes network in Virginia pay less than \$10 per trip and spend less than \$20 per month on tolls.

Programs and tools for customers that can be extended or replicated on the Project:

- > **Customer and corporate engagement** // AM Partners is skilled at creating insight-driven educational and incentive programs for customers in the region. This includes educational sessions with the Washington Flyer Taxi Company and Lyft. AM Partners' transit and mobility partner, Via is an experienced partner of MCDOT and DDOT in the region and will help further engage and educate drivers starting in the Predevelopment Work Stage. In 2021, Transurban will introduce a customer loyalty program across its Virginia Express Lanes network that will benefit regional drivers who frequently use the PML. The program will provide incentives based on the frequency of PML trips. AM Partners will build on this experience and collaborate with MDOT and MDTA to implement a plan that meets Maryland's goals and objectives.
- > **First Time Forgiveness** // Building on an existing program in the Virginia Express Lanes network, AM Partners will advise on the creation of a First Time Forgiveness Program for drivers who inadvertently miss a toll and want to avoid penalties. The initiative, which includes a self-imposed court fee cap, was put into place on the Express Lanes in Fall 2014 and ultimately became the model for new Virginia legislation governing unpaid toll enforcement.

This program has helped more than 231,000 drivers avoid more than \$22M in unpaid toll fees and plays a large role in mitigating hesitation that some first time PML users have.

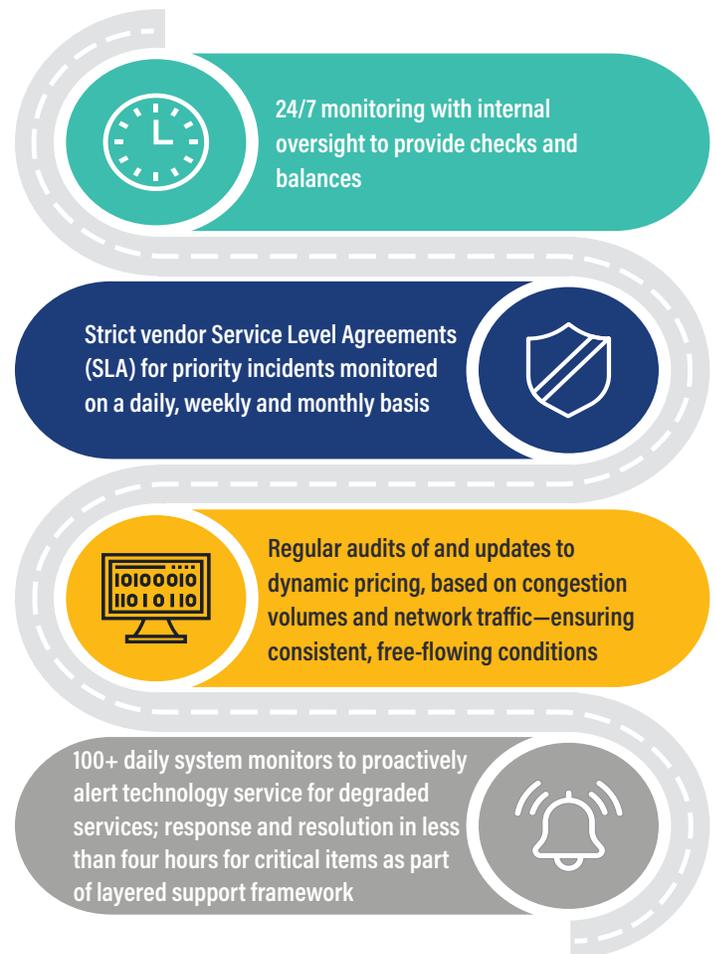
- > **Dedicated, 24/7 customer support** // AM Partners can provide self-service options that are intuitive, convenient, and accessible 24/7. AM Partners will implement a virtual assistant on its website that will seamlessly categorize and solve specific inquiries to improve customer experience.
- > **GoToll and MyCommute** // A mobile app that allows drivers to pay for tolls with a smartphone, GoToll represents a step change in how customers without an E-ZPass can manage their toll road travel. Market research conducted by Transurban prior to GoToll's 2019 revelation that one in three drivers in the region did not have a tolling transponder. Supported by VDOT, GoToll has given thousands of drivers a simple, commitment-free way to pay for tolls on 12 toll roads in the region. By the start of 2021, GoToll will be available to drivers in three additional states. Work is underway to bring it to an additional 17 states including Maryland by the time the Project is in operation, providing increased mobility and extended seamless transport along the east coast, and eventually across the country. AM Partners unified mobility-as-a-service platform, MyCommute, will leverage GoToll to provide additional digital platform for customers to pay their tolls.



We understand the challenges of receiving customer transactions from multiple vendors ensuring that regardless of the roadside toll system provider, AM Partners' back office solution can combine multiple transactions into a single trip. Our system removes staggered charges posting to a customer's E-ZPass account and provides consistency across all Sections and the regional network.

Additionally, our experience working closely and effectively with state police, first responders, and DOT control room operations will align on-road incidents or general "rules of the road" enforcement efforts to achieve safe and hassle-free travel. Through intelligent monitoring and 24/7 deployment of Express Assist, we have supported customers on the Express Lanes in the event of an incident, arriving at the incident site in less than 10 minutes on average. This is another example of a program AM Partners can support MDOT to implement using our safety and operational expertise to further benefit Maryland.

To maintain a consistent travel experience and effectively address customer pain points, AM Partners commits to:



3. INTEGRATED

Tolling system interoperability is a top priority for both MDOT and AM Partners. Approximately 40% of the northbound users on the 495 Express Lanes in Virginia are traveling to Maryland. We have successfully integrated all elements of our Virginia network to ensure interoperability of tolling systems, giving us a distinct advantage operating a network of PML closely adjacent to the Project.

We will integrate across multiple system operators to provide an experience that is invisible to the customer. AM Partners offers the unique opportunity for two independent, dynamically tolled concessions to interface under common ownership, connecting the Project with the Virginia Express Lanes network to allow for seamless continuity for users across the region.

2.2. RELIABLE AND CONSOLIDATED TRIP POSTING

Tolling accuracy is paramount in building customer confidence and ensuring successful operations. We will build upon Transurban's trusted and pragmatic approach to deliver accurate tolling operations, leading to fewer first time and recurring customer complaints. Building on a proven track record in Virginia, AM Partners will employ leading technology-based solutions and proven operational business processes to consolidate tolling transaction data. AM Partners' tolling process, as depicted in **Figure 5**, puts an emphasis on leading edge levels of performance in collecting vehicle information and downstream fail-safe redundancies. Further details and key elements of the transaction lifecycle pillars are elaborated below:

- > **Vehicle Capture** // We continually work with our partners to deliver and refresh our technology solutions with specified Key Performance Indicators (KPI) at or above levels defined in Exhibit 6. Transurban's existing Express Lanes network in the region presently operates (where applicable) in alignment or above the desired KPI, including:
 - **License plate accuracy** // With current targets of 99.8% accuracy on identification on license plates and consistently measure at 99.9% in monthly operational reports, exceeding the 99.0% Exhibit 6 KPI requirement
 - **AVI read accuracy** // Transurban's existing roadside toll system providers technology has been tested to achieve transponder detection at 99.98% during recent deployment on the 395 Express Lanes project—exceeding 99.8% Exhibit 6 KPI requirement.
 - **Trip construction and rating** // Our process for trip construction and rating aggregates vehicle capture points and determines the end-to-end customer trip along the PML. Throughout this process, the overall tolling accuracy is improved by compensating for errors in vehicle capture across a broader set of information. We identify exceptional characteristics of the vehicle's trip, such as

missing gantry detections, failed transponder reads, inaccurate license plate identification, and inconsistent classification. These trips are then quarantined and routed through our industry-leading toll adjudication and manual verification procedures to correct any errors made during the capture stage.

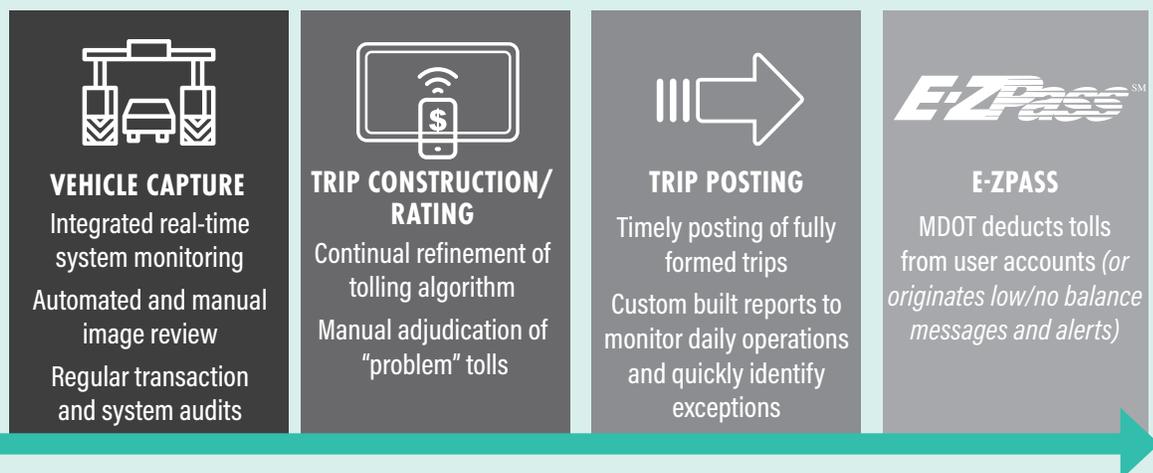
- > **Trip Posting** // Once trips are finalized through the adjudication process, they are posted and distributed for toll collection. Leveraging the flexibility of our nBOS platform, we can easily adapt the existing regional E-ZPass interface specifications to meet the data transfer needs identified in the Tolling Services Agreement. We complement this activity with our proven trip-to-posted-toll process, whereby each tolling trip is tracked throughout the tolling lifecycle. This process allows for both automated notification and manual verification via operational reporting to detect and remediate any delays in processing. This will ensure that all trips are submitted to MDTA in advance of the 96-hour KPI identified in Exhibit 6.

AM Partners' regional and global experience managing toll operations and user programs has committed us to continuous improvement of these processes. We strive to maximize the confidence of our toll-paying customers and work in tandem with our tolling technology providers to meet a discrete set of KPI. We invest in improvements tied to downstream operational focus and are therefore best prepared to meet or exceed the identified measures of success in Exhibit 6.

2.3. PROVEN PAST PERFORMANCE OF SUCCESSFUL CUSTOMER SERVICE

Our assurance of our customer service capabilities stems directly from our previous successes delivering solutions to time-pressed drivers in the region. We have done it effectively before in Virginia, and we will do it again in Maryland, customizing the experience and continuing to enhance the program to exceed customer expectations.

Figure 5 // AM Partners' Transaction Lifecycle to Ensure Tolling Accuracy



72% SATISFACTION AMONG NORTHERN VIRGINIA TOLL ROAD DRIVERS

AM Partners has built a track record of delivering sustainable, innovative, and efficient toll road projects in the National Capital Region. Delivered on-time and on-budget, our 495, 95, and 395 Express Lanes projects have provided more than \$4B in transportation improvements to the region and an average of 80 minutes in time savings to busy, time-pressed commuters. AM Partners is proud of how we have served our customers—and the region—by providing easy, empowered, and integrated travel options.



More than **6 million**
Express Lanes
customers



210 million
trips taken



49 million
carpool trips



Saved **3.2 million**
hours annually



Achieved more than
90% E-ZPass adoption
rate following Express
Lanes openings

3. OPTIMIZED RIGHT-OF-WAY APPROACH

Our ROW approach prioritizes avoidance and minimization of impacts through thoughtful design solutions and sensitivity to impacted persons. AM Partners will apply Transurban's successful ROW approach from its delivery of over \$4.4B of similar PML projects in the region to minimize the impacts of the Project on our neighbors and the community.

Transurban reduced ROW takes by 98% through design optimizations and successfully completed the ROW acquisition and relocation process on 8 parcels on its Virginia I-495 Express Lanes project with community buy-in.

Our approach is predicated on minimizing ROW needs for the Project through smart design that mitigates impacts, both by reducing the total ROW area required and by thoughtfully seeking ROW changes that prioritize the needs of residents.

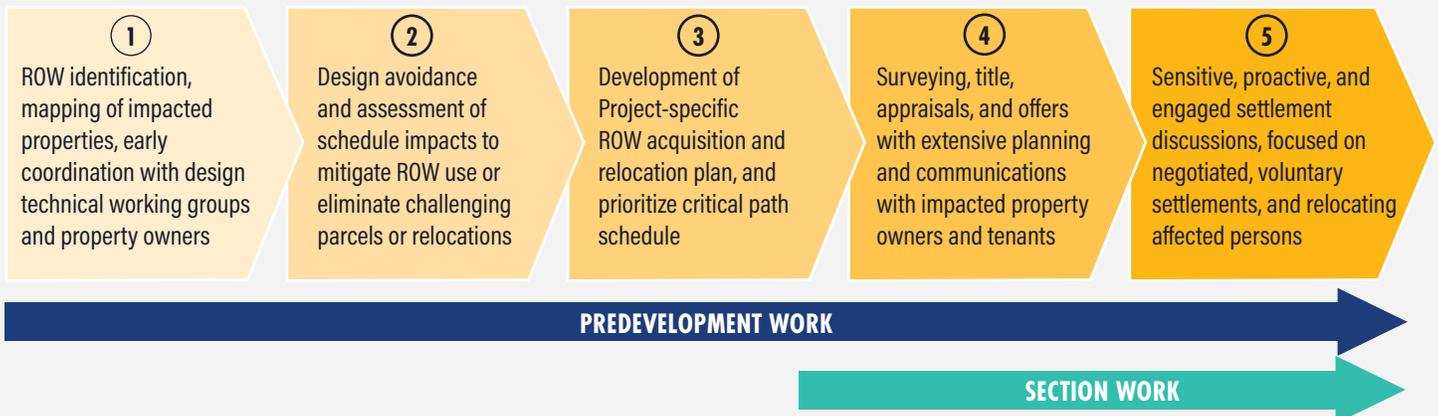
Figure 7 (at the end of this Section, *page 17*) demonstrates design optimization to date to minimize ROW impacts.

We will build community support for ROW acquisitions and demonstrate sensitivity to all stakeholders. Our outreach approach will promote the Project, improve public relations, and help assure that ROW acquisition occurs on or ahead of schedule.

AM Partners' ROW Manager, Stacie Kurzhals, will lead this effort, reporting to the Design Project Manager during the Predevelopment Work Stage and then to the Construction Project Manager during Section D&C Work. Stacie has more than 20 years of experience in the construction industry, with the past 12 years dedicated specifically to ROW program management on large transportation projects such as Rail to Dulles Phases I and II. Stacie is well versed in the Uniform Standards of Professional Appraisal Practice (USPAP) and the application of the Uniform Act and Applicable Law (*See Appendix 3.2(b).5. for Stacie's resume*).

Our approach, shown in **Figure 6**, relies on early planning and outreach to impacted property owners, design development, and review to minimize ROW impacts, with continued dedication through that critical last 5% of finalizing the intricate details of every negotiated settlement. Each step will be broken down into concise actions with a clear understanding of responsibility for deliverables and for the quality assurance (QA) of the internal documentation and external communications to the public, adjacent landowners, residents, and other impacted parties.

Figure 6 // AM Partners' proven ROW process prioritizes minimization of ROW impacts and maximizes negotiated settlements, thereby reducing schedule and community impacts associated with condemnation proceedings.



PREDEVELOPMENT WORK

1 We will coordinate with design Technical Working Groups (TWG) and property owners to identify ROW and map impacted properties

Our ROW Manager will lead the ROW TWG beginning with a kick-off meeting early in the Predevelopment Work Stage with MDOT, the Designers, and other relevant stakeholders to define objectives and assign key roles and responsibilities. We created a database of impacted parcels and performed an extensive analysis of the properties identified in the NEPA documents. During the Predevelopment Work Stage, we will conduct early coordination with impacted commercial and residential property owners and tenants to better understand their concerns and adjust the design optimization efforts to mitigate ROW impacts accordingly.

SECTION WORK
PREDEVELOPMENT WORK

2 We will minimize ROW impacts by optimizing design and construction methodology

Throughout the RFP Stage, AM Partners thoroughly investigated the DEIS concepts and their requisite ROW needs. We then explored innovative design solutions to eliminate and minimize ROW impacts wherever possible. This was accomplished by advancing design well beyond the DEIS concept level, adjusting geometric and/or structural configurations, strategically implementing retaining walls, relocating certain stormwater management facilities, considering utility and erosion and sediment items, identifying construction needs, and working with MDOT through the Innovative Dialogue Process (IDP). (See **Figure 7** and *Additional Material - Design Plan*)

Once our design was advanced and proposed IDP were conditionally approved, we established revised Limits of Disturbance (LOD) for our optimized DEIS concept. This effort, combined with extensive GIS work, facilitated the creation of a ROW matrix that identifies and compares potential ROW impacts between the baseline DEIS concept and our optimized DEIS concept. The matrix identifies land use types, areas of potential take, and other relevant data and also summarizes potential ROW acquisition reductions that can be realized through AM Partners' wide-ranging design efforts performed to-date.

Through AM Partners' exhaustive impact minimization efforts during procurement, geared towards reducing the overall infrastructure footprint, we identified that the take of approximately 23 acres can be reduced or eliminated, resulting in a 22% reduction in ROW required for the Project.

AM Partners will continue to work with MDOT to further explore ROW impact minimization during the Predevelopment Work Stage and into the Section Work by focusing attention on design elements such as grading and drainage, retaining wall locations and types, erosion and sediment control items, utility relocations, noise barrier placement, and other related items generally located along the periphery of work that influence ROW needs. The effort will be led by our Design TWG in conjunction with our ROW Manager, MDOT, and interested third parties. We will also incorporate our selected D&C Contractors into these efforts during the D&C Procurement process and through the design that occurs during the delivery stage of the Project. This approach will allow for early mobilization and systematically streamlined processes for ROW acquisition.

SECTION WORK
PREDEVELOPMENT WORK

3 We will develop a Project-specific ROW acquisition and relocation plan, and prioritize critical path schedule

For relocations that are unavoidable, a specific acquisition and relocation plan will be developed during the Predevelopment Work Stage. The legal notification requirements and timeframes associated with relocations make it a significant critical path consideration. Our ROW team will provide milestones and realistic durations based on legal requirements, historical data, and experience. We will work with the designers and schedulers to integrate these actions with the baseline permitting and phased construction schedule.

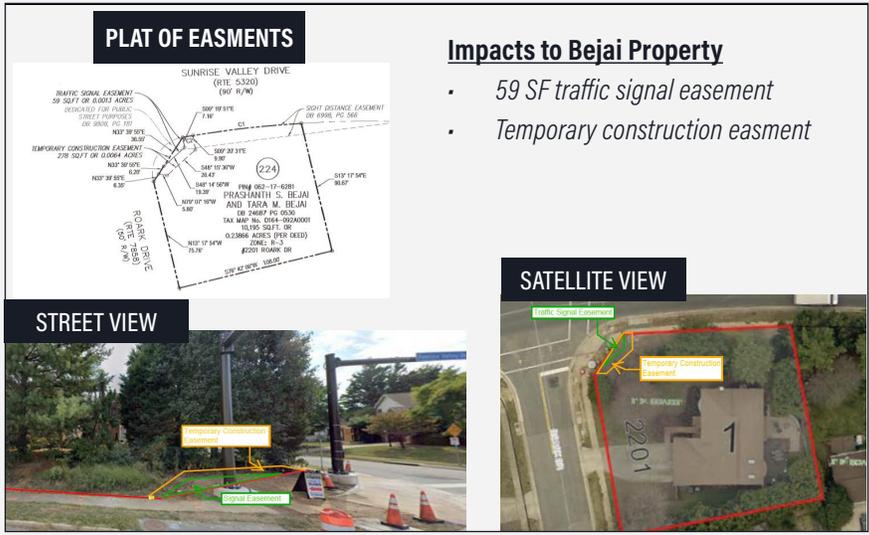
These protocols will be adopted by the D&C Contractor(s) selected by AM Partners in the Predevelopment Work Stage. Our ROW Manager will coordinate with the design team in preparing these protocols and will utilize them to supervise the combined ROW acquisition efforts of the Section Developer and the D&C Contractor and make sure these protocols are fully implemented so that the acquisitions occur in accordance with the protocols.

SECTION WORK

PREDEVELOPMENT WORK

4 *We will execute surveying, title, appraisals, and offers with extensive planning and careful communications with impacted property owners and tenants*

Our experts understand that successful communication—especially with residential owners—requires empathy, and as important, a thorough understanding of the data being presented. As part of our protocols, our team will submit a QA cover sheet with a check list confirming that all materials (plan sheets, plats, appraisal(s), and offers) have been read and understood by the negotiator. It will be the ROW Manager’s responsibility to ensure that all queries receive comprehensive and accurate responses. The ROW Manager may also require the negotiator to prepare an exhibit that presents the details pictorially, which we have found particularly helpful for residents and people not familiar with this type of information—and are invaluable in explaining the impacts in a transparent and easy to digest form.



- Impacts to Bejai Property**
- 59 SF traffic signal easement
 - Temporary construction easement

SECTION WORK

PREDEVELOPMENT WORK

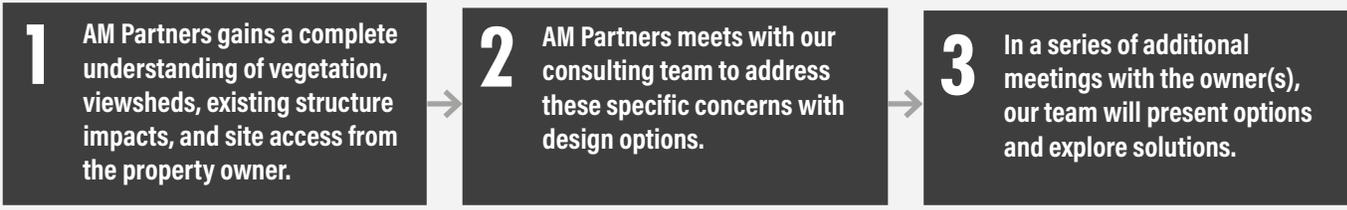
5 *We will engage in proactive and sensitive settlement discussions, focused on successful negotiations for voluntary settlements and avoiding eminent domain*

Our ROW professionals are experts in ensuring a seamless, straightforward, and equitable ROW acquisition process for all impacted parties. Our team will implement a strategy focused on a clear and continuous communication with property owners, ensuring objectivity throughout the process and guaranteeing compliance with all laws and regulations. In doing so, a key focus for us is to mitigate the risk of condemnation proceedings.

Essential to a successful outcome for all parties in this process is early involvement, a stage during which we will undertake an extensive and continuous consultation and communication process directly with the affected property owners and potentially relocated persons. Our team will proactively contact impacted persons early to ensure there is enough time to clearly articulate all acquisition and relocation steps, thereby ensuring they have a thorough understanding of the full process and the options available to them. Early outreach will also afford impacted persons the opportunity to weigh-in, ask questions, and provide input, all of which we value greatly and believe is crucial. In this critical interface, we will ensure that impacted persons clearly understand and have a direct line of communication to the agent(s) responsible for the appraisal, negotiation, and relocation activities.

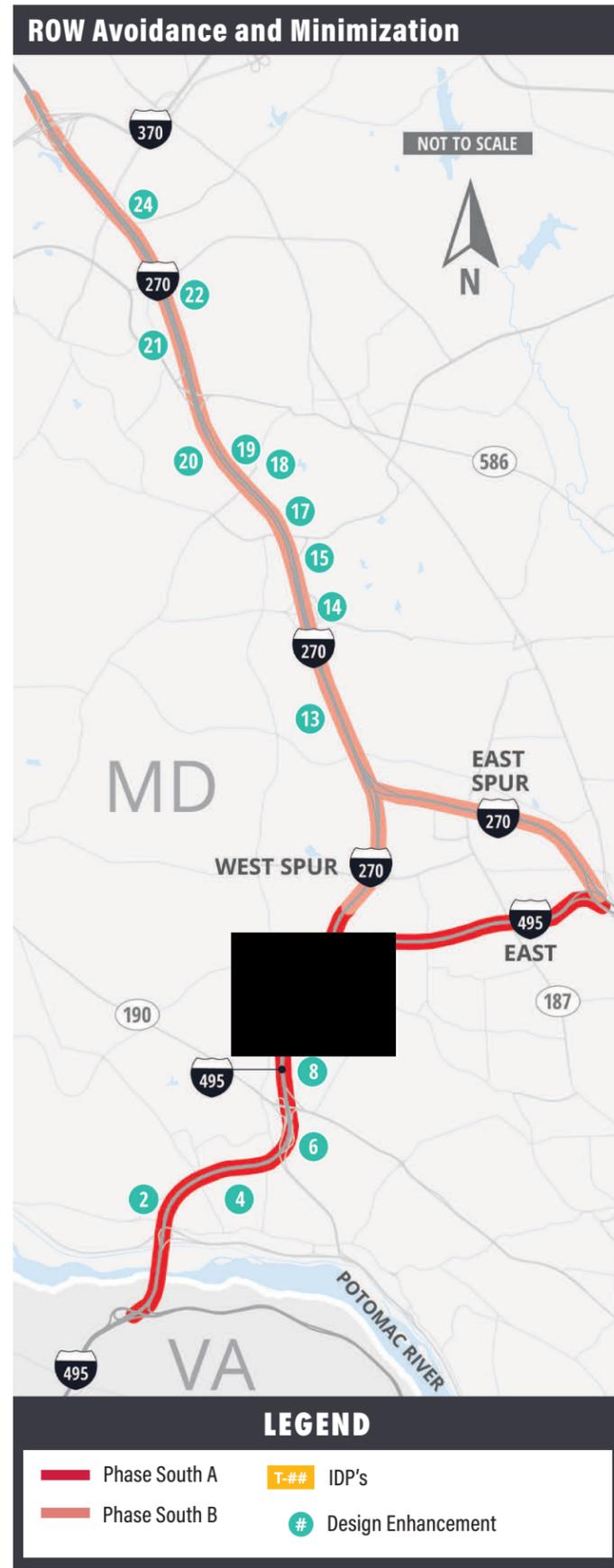
Our ROW acquisition team is integrated into our TWGs, ensuring that property owner impacts can be identified early in the Predevelopment Work Stage, and appropriate D&C mitigation techniques can be developed and implemented. This results in a more effective and quality-controlled process, mitigates ROW schedule risk as it lowers the need for design and construction methodology changes during the delivery stage, and minimizes the need for condemnation proceedings.

Our collaborative process depicted in the Project example below:



The goal of this collaborative process is to arrive at an agreeable solution before discussing compensation. **By forming a partnership with the impacted property owners, we can avoid conflicts and disputes to the maximum extent.**

Figure 7 // Key ROW and Community Impact Reduction Locations



LOCATION	DESCRIPTION	SPECIFIC BENEFITS
2	Provision of retaining walls and noise barriers southbound I-495	> Eliminate impacts to Forest Conservation Act Easement
4	Relocation of Stormwater Management facilities and retaining walls northbound I-495	> Eliminate impacts to Forest Conservation Act Easement > Reduce impacts to 14 parcels adjacent to northbound I-495
6	River Road/I-495 interchange geometry adjustments and provision of retaining walls	> Eliminate/reduce impacts to 11 parcels adjacent to northbound I-495
7	I-495 alignment shift and provision of retaining walls southbound I-495	> Eliminate impacts to Forest Conservation Act Easement > Reduce impacts to 3 parcels adjacent to southbound I-495
8	I-495 northbound alignment adjustments and provision of retaining walls	> Eliminate/reduce impacts to 3 parcels adjacent to northbound I-495
9	I-495 northbound alignment adjustments and provision of retaining walls	> Reduce impacts to Forest Conservation Act Easement > Reduce impacts to 3 parcels adjacent to northbound I-495
13	Relocation of Stormwater Management facilities southbound I-270	> Reduce impacts to Cabin John Regional Park, FEMA floodplain, and wetlands
14	Removal of Stormwater Management facilities at Tower Oaks Boulevard/Preserve Parkway intersection	> Eliminate impacts to Forest Conservation Act Easement and a commercial parcel
15	ROW modifications to northbound I-270 just south of Wootton Parkway	> Eliminate impacts to Forest Conservation Act Easement and wetlands > Minimize impacts to heavily wooded area by reducing the footprint of SWM facilities
17	Elimination of Stormwater Management facilities north of Wootton Parkway	> Eliminate ROW impacts as well as heavily wooded area by eliminating stormwater management facilities
18	Falls Road/I-270 interchange geometry	> Eliminate impacts to Millennium Garden Park
19	ROW modifications northbound I-270	> Reduce impacts to Forest Conservation Act Easement and wetlands by providing retaining walls
20	Geometry adjustments southbound I-270	> Eliminate impacts to 15 parcels by adjusting I-270 and retaining existing noise barrier
21	ROW modifications within the Rockville Senior Center Park	> Eliminate impacts to Forest Conservation Act Easement and a commercial parcel adjacent to southbound I-270
22	ROW modifications within the Rockville Senior Center Park	> Eliminate impacts to right-of-way and minimize the overall disturbance including the existing trail system
24	Relocation of Stormwater Management facilities northbound I-270	> Eliminate impacts to Forest Conservation Act Easement and ROW

4. ENVIRONMENTAL COMMITMENTS DURING THE PREDEVELOPMENT WORK STAGE

MDOT has done a tremendous amount of work to advance the Managed Lanes Study (MLS) under guidance set forth in Executive Order 13807. Currently, the MLS is in the final stages to receive a single, coordinated process for compliance with the NEPA and other federal environmental laws that will result in a NEPA decision in the form of a ROD followed by all federal permits within 90 days after issuance of the ROD.

We fully comprehend the scale of the environmental documentation and the coordination that has been conducted to-date with numerous local, state, and federal agencies as well as third-party stakeholders, all of which are required for an infrastructure program of this size. Through our experience delivering optimized design solutions within the envelope of environmental commitments, our team will, at a minimum, meet commitments and strategize on ways to further avoid or minimize impacts to environmentally sensitive resources.

We developed a baseline design that will be further advanced during the Predevelopment Work Stage, with the goal of decreasing the environmental footprint of the Project and would look to reflect our optimizations in the FEIS and ROD.

Through our preliminary design efforts, we achieved a 22% reduction in ROW impacts compared to the Alternative Retained for Detailed Study (ARDS) design, which translates into reduced impacts to forest conservation areas, as well as parks and historic sites over the ARDS design in several locations including, but not limited to, Clara Barton, River Road, I-270 Spur near Tower Oaks Boulevard, Wootton Parkway, Falls Road, and south of the I-370 interchange. As we identify additional design enhancements that were not included in the FEIS or ROD which may be subject to a NEPA re-evaluation, we will initiate proactive environmental reviews, coordination, and documentation to maintain delivery schedule.

We recognize that I-495 NEXT will be under construction by Fall 2021 and AM Partners will work with MDOT to coordinate a NEPA re-evaluation at the Project's southern terminus as necessary to transition the Project design seamlessly and ensure a suitable footprint as the Project moves into Maryland. Our proactive coordination ensures that the U.S. Army Corps of Engineers (USACE) and MDE permits will be amended or modified (if required) in sufficient time to allow the Project to maintain or potentially accelerate schedule.

We are committed to continuing the environmental stewardship initiated during FEIS development and will work closely with MDOT to advance conservation methodologies throughout the Predevelopment Work as well as the Section Work.

During the Predevelopment Work Stage, we will work with MDOT's Environmental Team to advance the permit approval process and incorporate updates from the IDP process and our optimized design, where possible. We will not jeopardize MDOT's NEPA process and believe there is significant opportunity to work together to advance the process with known, necessary updates. Approval process collaboration will include conceptual design reviews by USACE, NPS, M-NCPPC, MDE, MDOT Plan Review Division, Federal Emergency Management Agency (FEMA), and Department of Natural Resources (DNR). Together, we will mitigate schedule risks during the approval process and develop an efficient framework for submitting NEPA re-evaluations, such as post-ROD refinements and permit modifications or amendments.

ICC CONTRACT C // PRINCE GEORGE'S COUNTY, MD

Considerable environmental and community commitments were made in the FEIS regarding minimizing or avoiding impacts. Steve Ott, Dewberry's Environmental Compliance Manager for the project, coordinated with MDOT SHA and regulatory agencies within the Interagency Working Group (IAWG) routinely to maintain the project schedule while avoiding/minimizing impacts to adjacent parks, streams, communities, utilities and wildlife. Specifically, Dewberry avoided and minimized environmental impacts from ROD design including:

- Decreased wetland impacts by **52.5%**
- Decreased stream impacts by **24%**
- Decreased forest impacts by **15.9%**
- Decreased floodplain impacts by **62.3%**

ROUTE 7 AND BELMONT RIDGE ROAD INTERCHANGE // LOUDOUN COUNTY, VA

During the design of a new interchange to replace the existing intersection, Dewberry provided project alternatives, final roadway design, Section 106 and NEPA documentation, and Clean Water Act Permitting and Construction compliance inspections for the D&C contractor. Impact minimizations included the avoidance of:

- Historic Belmont Plantation Slave Cemetery in southeast quadrant of the existing intersection
- Historic stone wall within median of existing roadway
- Viewshed impacts to the National Register Plantation Building

CASE STUDY #1

CASE STUDY #2

This project involved 12 miles of freeway widening; 10 interchanges and multiple roadway improvements on state, federal, and park properties, numerous utility relocations; and upgraded facilities. Dewberry considered project alternatives, final roadway design, Section 106 and NEPA documentation, and Clean Water Act permitting and construction compliance inspections. Impact minimizations included:

- Three new grade-separated crossings over the historic Washington and Old Dominion pedestrian and bike trail
- A new historic county park access along with parking relocation within federal property easement to avoid impacts to historic slave quarters and protected viewshed of a historic structure
- Easement coordination documentation and mitigation elements
- SHPO Section 106 surveys and coordination with architectural treatments and NEPA documentation

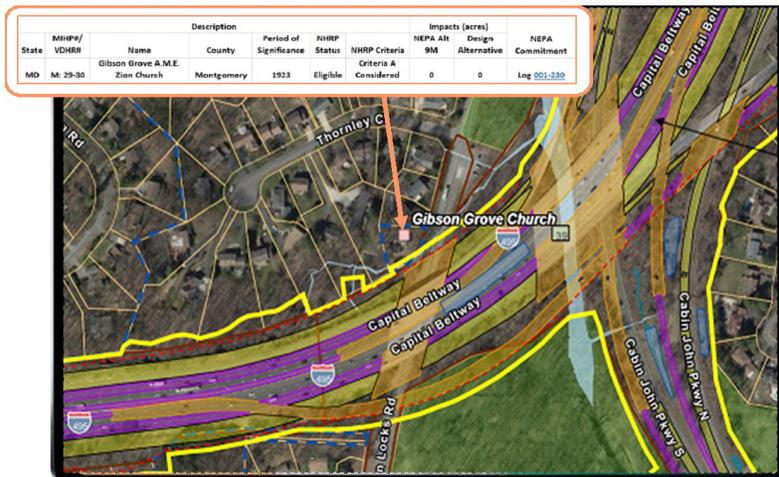
4.1. ENVIRONMENTAL IMPACT MINIMIZATION THROUGH INNOVATIVE DESIGN

Phase 1 is being advanced through two independent NEPA processes. Our approach to adhering to the commitments in the Phase South FEIS and ROD is described below, along with our strategies and Predevelopment Work to further avoid and minimize impacts to environmental resources and at the same time minimize risk in acquiring, modifying, and coordinating all permits, governmental approvals, and third party agreements necessary to advance the Section Work.

AM Partners' innovative approach to ECM is best demonstrated through our use of a GIS-enabled, real-time tracking tool that allows us to better track our compliance against the commitment database throughout design and construction. Linking the environmental commitments (requiring compliance reporting and monitoring) to resources along the corridor and tying them into our ECM platform allows for real-time information, transparency, and effectiveness. The outputs of the ECM will be accessible to MDOT in the form of a dashboard, highlighting all relevant compliance metrics and statuses.

The ECM tool will link to our design models and will assist in identifying and making key design decisions that could trigger additional stakeholder and regulatory coordination. For example, for each alternative in the DEIS that impacts 0.4 acres of Cabin John Stream Valley Park, the ECM tool would inform in real-time if further avoidance and minimization of impacts on Cabin John Stream Valley Park Unit 6 would trigger non-compliance with other environmental commitments at Gibson Grove First Agape A.M.E. Zion Church (see illustrative image of ECM). Using the ECM tool allows AM Partners to perform real-time analysis of the impacts of our design decisions to make the best environmental decision that provides a balanced approach of impacts.

Introducing this innovative tool early in the design process during the Predevelopment Work Stage will optimize workflow, accelerate delivery, and ensure regulatory compliance by providing a better understanding of areas that require additional regulatory, governmental (including third-party), or permit approval modifications. By coordinating early, we will better manage the Predevelopment Work schedule.



ECM Platform

The ECM tool will allow us to distinguish areas along Phase 1 that can be advanced in construction without additional approvals or modifications. Areas subject to reevaluation and additional coordination for environmental impacts along the corridor will be captured within the tool so Section D&C Contractor(s) can sequence construction activities appropriately.

As part of our NEPA risk mitigation strategy, AM Partners will go beyond the requirements of the Phase Documents to, in coordination with MDOT's Environmental Management Team, establish an Environmental Working Group to lead and schedule regular long-lead Project Partnering Meetings (PPM) well in advance with local, State, and federal Governmental Agencies. In these PPM, we will discuss current stages of the Project design, ongoing activities, and outstanding items. Designers, D&C Contractor(s), and environmental professionals will attend PPM to support presentations and discussions. The objectives of the PPM will be:

- > Reduce the typical third-party submittals and reviews
- > Provide an open, constructive forum to discuss concerns/options
- > Keep the Project at the top of Government Agencies list of review tasks and ensure the PPM has a recurring scheduled meeting in the calendar of the stakeholders
- > Reduce schedule risks for approvals and authorizations by creating an open dialogue to answer questions and explain the basis of design, collaborate on challenges, and rationalize impacts as early as possible

If strategies prove unsuccessful in avoiding post-ROD NEPA documents or permit modifications, AM Partners will collaborate with our MDOT Environmental Management Team counterparts to define pathways, studies, or documentation needed as soon as possible. Our highly qualified Environmental Compliance Managers are supported by a broad spectrum of environmental experts with regulatory experience including Amanda Baxter, Steve Ott, and Jim Soltesz, who have more than 60 years of combined experience in NEPA, environmental regulatory compliance, permitting, and mitigation (see *Appendix 3.2(b).5* for resumes).

Using our flexible approach, we will adjust and scale the Section D&C Work around remaining issues to de-risk the Project as much as possible. AM Partners will support MDOT by providing the necessary documentation to engage the federal Project partners to complete the necessary NEPA, regulatory, and permitting processes to obtain appropriate approvals and keep the Project moving forward.

4.2. INTEGRATION OF PREDEVELOPMENT COORDINATION INTO CONSTRUCTION

The cornerstone of our approach to adhering to NEPA commitments, and minimizing risk and impacts is to ensure consistency throughout the Predevelopment and Section Work. We will establish highly effective and efficient procedures during the Predevelopment Work and require the continuity of these procedures into the Section Work. AM Partners will thoughtfully and completely transition from Predevelopment Work to Section Work to maintain the relationships and momentum of all the prior work performed.

AM Partners' Environmental Compliance Plan (ECP) will detail the methodologies to achieve and maintain environmental commitments and permit conditions throughout the term of the Section P3 Agreement.

The integration between the ECM and ECP will be key in successfully delivering the Section Work in compliance with NEPA commitments. The ECP approach facilitates collaborative, comprehensive reviews, and comments through regular interdisciplinary design progress meetings where key staff from our full design team, environmental, and construction are represented and have input on design elements to avoid impacts and adhere to Project commitments. Once construction begins, we will include our environmental staff on reviews and approvals of Requests for Information to assure commitments and permit conditions are adhered to or, if necessary, modifications are sought. The same process followed during the Predevelopment Work will be followed during the Section Work to ensure compliance and consistency throughout.

The ECM tool will serve as the backbone of our implementation of a comprehensive and holistic ECP. As a key element of our ECP, the ECM tool will provide an environmental constraints GIS overlay in MicroStation that includes streams and wetlands, flood plains, cultural and historic properties, hazardous material properties, parks, ownership lines, and wetland and stream impact limits noted in the Joint Permit Application. The overlay will facilitate real-time comparison of the following Project elements to ensure compliance with all permit conditions and NEPA environmental commitments, including:

- > Alignment and design alternatives
- > NEPA LOD limits and permitted impact areas
- > Other key factors incorporated into our Design Package Avoidance and Minimization Summaries (DPAMS)
- > Utility relocation areas
- > Areas subject to third-party coordination

ENVIRONMENTAL REPORTING HIERARCHY

Our ECP has an environmental reporting hierarchy that provides a clear path on how issues are resolved during construction by establishing an Environmental Compliance Committee comprised of designated leads from MDOT, the D&C Contractor(s), and the Section Developer.

This committee will initially develop the decision-making authority and a clear process that MDOT can adopt to elevate and resolve issues. The intent is to support robust coordination that has already taken place in development of the FEIS and environmental commitments. This committee will develop provisions to shut down the Project area to assess the situation, address deficiencies, implement process improvements, or facilitate field revisions, as necessary. Ultimately, NEPA re-evaluations, permit modifications, additional third-party stakeholder coordination, and other decisions affecting environmental commitments will be captured.

The ECP will be vital for the Section D&C Work and closeout. In the field, construction inspectors will use electronic tablets loaded with the ECM tool to provide real-time location detail and GPS to validate environmental compliance, using aerial imagery overlaid with the environmental constraints and permit impact limits. The inspectors can also upload field notes and photos onsite to assist with compliance reporting.

Through our shared ownership of I-495 NEXT, we will minimize Project impacts by integrating NEPA, design, and construction interfaces that overlap with Phase South. This will target synergies for construction staging and delivery, reducing disruptions to road users and potentially accelerating the overall construction of Phase South by up to six months.

In relation to Phase North which is being advanced under an independent NEPA process, AM Partners commits to:

1. Undertake a Phase North NEPA Permits and Approvals Masterplan to identify the most expeditious path to pursuing such approvals in the context of the Project's scope, economics, indicative impacts, and NEPA precedent
2. In the event deemed a viable approach to implementing Phase North, support MDOT's development of one or more Phase North EA
3. Support MDOT and agreed stakeholders in performing an I-270 Corridor Transit Study

Details of this commitment are more fully described in the Additional Materials. This approach, funded through AM Partners' accelerated Phase North viability assessment, will ensure comprehensive avoidance and minimization of impacts to environmental resources, minimize risk in acquiring, modifying, and coordinating all permits, governmental approvals, and third party agreements necessary to advance the Section Work, and support adherence to the commitments in the Phase North NEPA environmental decision document.

5. APPROACH TO EXISTING UTILITIES AND UTILITY OWNER COORDINATION

Our approach to coordinating with Utility Owners and avoiding and minimizing impacts to their existing facilities is based on an established and structured process, shown in **Figure 8**.

Throughout the RFP Stage, AM Partners has done extensive design work to include approximately 422 existing utilities, as identified in Phase South Utility Matrix, into our design model to identify, minimize, protect, and completely avoid utility conflicts where possible. **Of the 422 identified utilities, we have minimized impacts to less than 30% of the identified utilities; less than 10% of those impacts are major utilities** (such as large diameter or high voltage, that would have

significant community and utility owner impact if taken out of service, require lengthy relocation/replacement time and create schedule impacts, and large cost if impacted) (see *Additional Material - Design Plans*).

Our advanced level of design performed to-date has allowed us to identify and eliminate significant conflicts such as the 69kV lines running underneath Westlake Terrace and the 96" waterline north of Tuckerman Lane.

As a priority of our de-risking activities during the Predevelopment Work Stage, AM Partners will prepare a preliminary plan, the Utility Work Plan, to identify, designate, and locate existing utilities in the areas affected by the Section Work. We will collaborate with MDOT to expediently complete utility agreements with the following Utility Owners, at a minimum: WSSC, PEPCO, Washington Gas, Verizon, CenturyLink, FiberLight, Crown Castle, AT&T, Zayo, and City of Rockville DPW. Both actions are critical to advancing our ability to eliminate, minimize, mitigate, or manage risk of utility relocation work as well as identifying potential unknown utilities or unforeseen field conditions that may impact schedule or cost. As we progress our baseline design for our D&C Procurement, our design team will continue to focus on eliminating or minimizing impacts to existing utilities, reducing Project costs and schedule risk. As part of our innovative approach to deliver the Project, we will further remove utility risk by incentivizing our D&C partners to further study and eliminate conflicts where it is possible to do so during the Section D&C Work Stage.

AM Partners' Utility Coordinator, Rich Cassidy, PE, will serve as the main point of contact with Utility Owners and MDOT and will be responsible for all aspects of utility coordination. Rich has 15 years of experience designing and relocating utilities including coordinating utilities on two of the ICC D&C contracts worth more than \$600M and D.C. Metro to Dulles Phase II worth \$1.4B (see Rich's resume in *Appendix 3.2(b).5*).

Figure 8 // AM Partners' Utilities Coordination Process



Our D&C Procurement documents will include the same criteria and requirements for a Utility Coordinator where the Utility Coordinator role will be gradually transitioned to the Section D&C Contractor ahead of the submission of the Committed Section Proposal for each Section.

AM Partners has vast experience working with the Utility Owners in Maryland and Virginia on utility coordination, avoidance, and relocations. AM Partners will leverage this experience to support MDOT during the negotiations of the utility agreements. Our approach to these negotiations is to view the agreements from not just a legal/commercial viewpoint, but to also consider the technical aspects as it relates to scope and schedule.

5.1. PROVIDING CERTAINTY TO THE SECTION D&C WORK

When developing our design during the RFP Stage, we rigorously analyzed the corridor to identify existing utility crossings that had the potential to conflict with future highway elements like structures, drainage, and roadways. Our analysis covered the Project limits from the Potomac River crossing northward to the intersection of I-370 in Gaithersburg, covering approximately 12 miles. Cross referencing with the Reference Information Documents (RID) Utility Matrix, we inventoried existing utilities in four jurisdictions, listed below, with more than a dozen utility stakeholders:

- > MDOT SHA
- > Montgomery County
- > City of Rockville DPW
- > City of Gaithersburg

We identified above- and below-ground water, sanitary sewer, storm sewer, electric, telecom/cable, fiber optic, and natural gas utilities by overlaying existing utility records and in-house information on our design. After cataloguing and identifying each crossing by location, size, type, and material, AM Partners obtained more detail on the crossings by reviewing the as-built drawings provided in the RID. We assigned each utility crossing a risk factor determined by the level of effort required to remove, relocate, or abandon the utility during construction. We will integrate this data into our preliminary design, planning process, and D&C Procurement documents to develop a more cost-effective solution. To reasonably account for utility adjustment work, we have integrated these schedule activities into our construction schedule with anticipated durations for completion.

We identified and outlined 44 potential utility conflicts, including the lengthy sanitary sewer trunk lines that follow the roadway alignment for several miles in multiple locations. We already developed mitigation efforts and alternative sewer alignments to avoid environmental impacts and save cost.

As we work through the utility agreement negotiation process with MDOT, in the instances where a Utility Framework Agreement is not provided, we will initiate discussions and meetings to progress and complete the necessary agreements. We will meet with these Utility Owners early and often to create a framework of understanding around expectations for adjustments relating to their utilities. These utility agreements should provide certainty on the number and durations of required reviews, appropriate design standards, set-back and clearance requirements, and who is best to undertake the work. For example, AM Partners would expect to install the conduits for a communications company but due to union rules or quality concerns of Utility Owners, they most likely will want to pull their own fiber. Defining scope responsibilities will be critical as Utility Owners have finite resources.

During the Predevelopment Work Stage, AM Partners' approach to collaborating with MDOT and Utility Owners to minimize utility conflicts to greatest extent practical, is to provide transparency early and often. We will create a broader Project Communications Plan that will include utilities and provide for a clear path to establishing open communication with them, as well as issue escalation procedures and a dispute resolution process. AM Partners' technical workstreams will hold interdisciplinary utility coordination meetings on a weekly basis. These meetings will provide a forum for different design disciplines to address challenges and potential conflicts.

Once developed to a level of detail that will prove helpful for conveying the issue, we will share our design with the utility owner to discuss potential solutions. As part of our Utility Work Plan, we will determine how to interact and coordinate with utilities, track utility facilities, identify utility impacts and conflicts, and the extent of impacts and adjustments.

We will prioritize utilities with longer lead times in terms of design, review, approval, and materials fabrication to ensure that the terms for these items have been agreed so that the work can proceed immediately in the Section D&C Work Stage or potentially during the Predevelopment Work Stage. For example, WSSC, PEPCO, and Washington Gas will need agreements early, based on the durations required for their designs, time of year limitations on service interruptions, relocations, and long lead times for fabrication and materials purchases.

Our team will track the utility agreement progress to support their development and execution and achieve closure prior to issuance of final D&C Procurement documents and submission of our Committed Section Proposal for Phase South. AM Partners will provide the D&C bidders working assumptions that reflect the discussions with utilities and ultimately the executed agreements.

Upon receiving the designation files from our Subsurface Utility Engineering (SUE) firms, AM Partners will determine if additional locations require test holes. During the D&C Procurement, the D&C bidders will also be permitted to request additional test holes, and the data gathered will be provided to each bidder. This will allow the D&C bidders to confirm critical locations and reduce construction risk and costs for the Section D&C Work. We will store this data in a conflict matrix and a utility composite drawing and update it as needed.

To further avoid delays to the Section Work, the Phase Developer team may begin some long-lead design and construction relocations that are unavoidable. These may include large diameter water and gas transmission lines that require specialty contractors and lengthy design reviews. During the Predevelopment Work Stage, we will determine which work needs to begin early based on the schedule and agreements made with Utility Owners.

Throughout the Predevelopment Work Stage, all utility information that is accrued through Phase Developer due diligence, design, and agreements with the Utility Owners will be passed on to the D&C bidders via addenda to the D&C Procurement documents.

5.2. PROACTIVELY DE-RISKING UTILITY RELOCATIONS

Acquiring accurate utility information allows AM Partners to initiate its process of integrating internal utility coordination early in the design process to assist the designers of the various disciplines (roadway, structures, drainage, etc.) with utility avoidance and impact minimization. During the RFP Stage, AM Partners created a design which avoids most utilities and identifies where utilities can be protected in place or impact would be minimized.

AM PARTNERS' RFP STAGE EFFORTS TO REDUCE UTILITY RELOCATION RISKS

AM Partners has already started reducing utility relocation risks and costs by avoiding utility relocations. For the PEPCO facility near the western Westlake Terrace abutment, our baseline design moved this abutment back 10 feet from its DEIS location. This will provide the additional clearance required to avoid this transmission facility.

AM Partners also addressed utility issues with the 66-inch PCCP WSSC waterline at River Road where we plan to avoid the facility to prevent disruption impacts. However, our design team studied the as-builts and other information and determined that a conflict was unavoidable as widening to accommodate the full typical section would daylight the pipe. We reserved a location in our conceptual design for the relocated pipe and developed space for other disciplines to work around it.

We have also identified utilities or areas that are to be avoided at all costs, such as the MacArthur Boulevard that is underlain with historic aqueducts to ensure there are no apparent conflicts. As we developed our design in this area, we followed a number of the practices outlined previously as well as studied the substandard clearance of the existing bridge and potential crane placement during construction to design away the conflicts.

6. SUSTAINABILITY AND FUTURE IMPACTS APPROACH

AM Partners will implement a proven approach to developing sustainable, resilient improvements that will minimize impacts to Maryland's environment, its people, commuters, disadvantaged communities, and affected residents, cementing Maryland's reputation as a global leader in sustainable infrastructure.

AM Partners' Developers—Macquarie and Transurban—have both committed to sustainability goals at the corporate level decades ago. Transurban's approach parallels the UN Sustainable Development Goals, with specific commitments around people, the planet, places, and partnerships, including committing to net zero greenhouse gas emissions by 2050. Transurban is the highest rated infrastructure group operating in the North American Transport and Transportation Infrastructure sector as ranked by the Dow Jones Sustainability World Index and the

Global Real Estate Sustainability Benchmark ranked Transurban first out of all participating listed infrastructure companies. Macquarie has a similarly successful approach. It has been carbon neutral since 2010, invested more than \$5.4B in green projects in FY2019, and has a team of more than 400 in-house green energy and investment specialists.

Macquarie made the A9 highway project in the Netherlands energy neutral by using solar panels to power bridge and traffic management.

These corporate commitments and resources to support sustainability goals will ensure a genuine commitment to minimizing impacts across all Project elements and stages.

We will pursue eligibility for Green, Social, and Sustainability (GSS) bond issuance through our commitments to provide transit funding and services, exceeding the Project environmental requirements and other efforts to achieve a Platinum Envision rating and Carbon Neutrality. If secured, we will seek to maximize the use of GSS bond debt by conducting extensive planning, analysis, and execution of GSS bond issuance to fund Phase South with distinct environmental benefits, including:

- > Bond proceeds tracked and spent on Phase South infrastructure according to UN Sustainable Development principles and following Transurban and Macquarie Corporate Sustainability Report guidelines
- > Annual Green/Sustainability Report issued illustrating Project costs funded with bonds
- > Risk modeling to help MDOT and AM Partners understand the probable disruption to new PML and GP Lanes from various environmental shocks
- > Coordination, research, analysis, and structuring with the underwriters, financial advisor, rating agencies, and investor community to plan and bring bond issuance(s) to market

6.1. PREDEVELOPMENT WORK STAGE

During the Predevelopment Work Stage, since we are Developer-led and independent from any contractor relationships, we will focus on identifying sustainable solutions that mitigate impacts on a best-for-Project basis, rather than moving costs in a manner that is most profitable to a specific aspect of the Project. For instance, during the RFP Stage, our design team started optimizing our pavement overlay wedge design for the construction period to minimize the amount of overlay, reducing the overall material need of the Project. During the Predevelopment Work Stage, we will continue this work to ensure that maximum material can be reused for the Project and will also work with our D&C partner to identify how

best to sequence the overlay work to minimize the impacts of the Project to Maryland GP Lanes commuters and to adjacent properties. We will also work with MDOT in drafting the technical provisions to ensure that the asphalt specification for these overlays has the appropriate lifecycle characteristics to optimize between initial and lifecycle costs, resulting in the most efficient amount of future maintenance work and minimizing impacts to future users of the PML.

For Transurban's Logan Enhancement Project, we reduced concrete emissions by 50% by using steel slag instead of cement. We reduced asphalt use by 12% with no impact on durability.

Additionally, during the Predevelopment Work Stage, AM Partners will work to meet rigorous metrics for sustainability and achieve an Envision rating for the Project. We will abide by the Envision rating system, which is a robust, comprehensive, and independent infrastructure sustainability rating framework developed and managed by the Institute for Sustainable Infrastructure. Envision ratings factors a project's impact based on quality of life, leadership, resource allocation, natural world, and climate and resilience to determine how sustainable a project is. Please refer to *Appendix 3.2(b).3* for more information on how we will achieve Envision Rating for the Project.

Transurban will soon finalize the Envision rating for its Fredericksburg Extension project. During the Predevelopment Work Stage, we will explore ways to power the Intelligent Transportation System (ITS) and Electronic Toll and Traffic Management System (ETTMS) from 100% carbon-free sources. To do this, we will study the possible installation of photovoltaic cells along the corridor, construction of batteries or other storage media, and the purchase of Renewable Energy Certificates.

6.2. SECTION D&C WORK STAGE

AM Partners will incentivize carbon neutral construction through a best value D&C Procurement evaluation process with specific criteria as part of the evaluation of the D&C bidders' response.

During the Section D&C Stage, AM Partners will work with Via and our selected D&C Contractor(s) to help mitigate the impact to the GP Lanes capacity and environment during construction by working with regional transit agencies to increase frequency of bus services along parallel routes during construction in addition to other AM Partners transit commitments. AM Partners' sustainable and long-term mindset will continue to ensure that our D&C Contractor(s) also meet Envision's standards for sustainable construction, and that the Project is built to the highest quality standard and minimize future maintenance work.

6.3. SECTION O&M WORK STAGE

As mentioned, our developer-led approach coupled with our long-term presence and commitment to the region means that AM Partners is highly incentivized to mitigate impacts, ensure quality, and prioritize sustainability through to handback, as described in the table below. Please see our detailed approach in *Appendix 3.2.(b).3*.

AM PARTNERS' APPROACH TO SUSTAINABLE IMPROVEMENTS AND MINIMIZING FUTURE IMPACTS TO THE PUBLIC	
Prioritize Sustainability	<ul style="list-style-type: none"> > Incentivize carbon neutral construction through the best value D&C selection process and with technical requirements informed by public input like green walls > Reduce the need for additional new park-and-ride lots by providing microtransit services, unlocking potential for more sustainable land use > Utilize technology to optimize the user experience, including with GoToll and MyCommute apps, to provide drivers with a "carbon score" to empower drivers to choose the most carbon-neutral trip > Plant 1,000 trees in 1,000 days > Partner with Montgomery County on its Watershed Management Program > Protect parks and historical assets along the corridor including Seven Locks Local Park, Wolfree Park, and Wooten Mills Park
Mitigate Impact	<ul style="list-style-type: none"> > Work with the local community to protect historic and cultural resources such as Gibson Grove Cemetery and Moses Morningstar Church > Partner with Montgomery County to treat stormwater from impervious surfaces, ultimately assisting the County in complying with their MS4 requirement > Preserve and mitigate disturbances, optimal usage of water shed credits and enhance water and stream assets, like Cabin John Creek and Rock Creek > Partner with local universities, including the University of Maryland, using the Innovation Alliance established by AM Partners to incorporate the best sustainability innovations and platforms into our plan, encouraging environmental innovation across sustainable materials such as pavement and stormwater/water quality
Ensure Quality	<ul style="list-style-type: none"> > Provide MDOT with the performance of routine O&M work on the GP Lanes, thereby ensuring that there is no discernible operations, ride quality, or incident response difference to commuters between the PML and GP Lanes > Utilize an IQF during the D&C Work Stage and throughout the Section O&M Work Stage to provide an annual audits of the asset, inclusive of the PML and GP Lanes, to ensure quality performance that will minimize future interventions and maintenance work and will ensure the asset complies with the handback requirements > Leverage the digital twin to ensure that we have an accurate representation of the asset condition at all time and can prioritize repairs where necessary to maintain the quality of the asset and optimize interventions such that public impact is minimal

DIGITAL TWIN SPACE LEADER

Transurban has been a leader in the digital twin space through its work in Australia including monitoring the structural health of the Gateway Bridge in Brisbane, Australia and feeding in data from strain and vibration sensors into a Machine Learning model to drive better predictive maintenance and ensure asset quality at handback. AM Partners will explore using this same approach for the ALB and extend the concept to the whole Project.

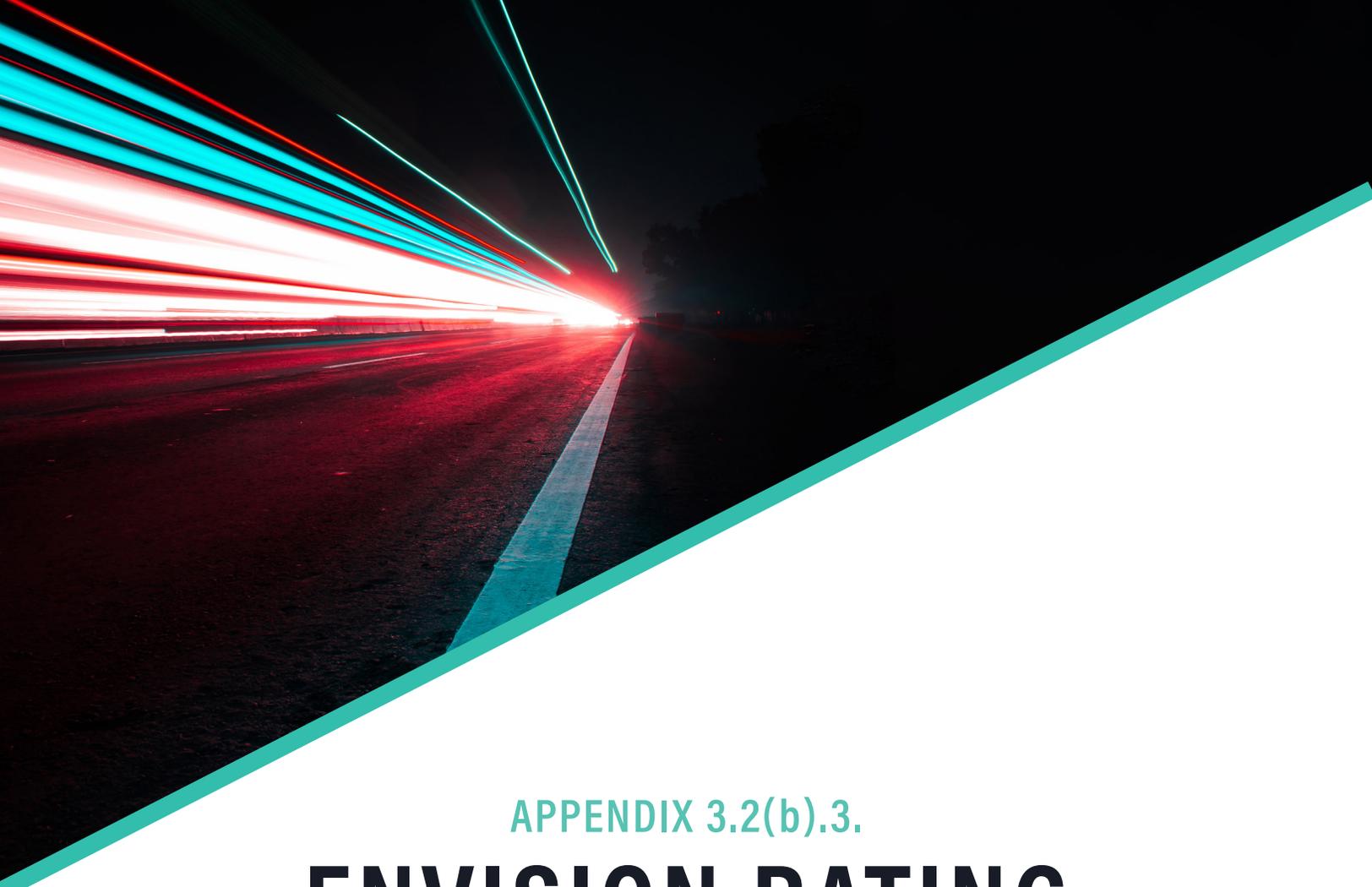


DEFINITIONS AND ABBREVIATIONS

TERM	MEANING
Accelerate Maryland Partners	Accelerate Maryland Partners LLC
ALB	American Legion Bridge
AM Partners	Accelerate Maryland Partners or the Proposer
ARDS	Alternative Retained for Detailed Study
Committed Section Proposal	As defined in the Phase P3 Agreement
DBE	Disadvantaged Business Enterprise
D&C	Design and Construction
D&C bidders	The Design & Construction contractors that will participate to the competitive procurement managed by AM Partners to become the D&C Contractor for a Section
D&C Contractor	The D&C Contractor as defined in the Phase P3 Agreement for a particular Section
D&C Work	As defined in the Section P3 Agreement Term Sheet
DDOT	District Department of Transportation
DEIS	Draft Environmental Impact Statement
Developers	Transurban and Macquarie
DNR	Department of Natural Resources
DPAMS	Design Package Avoidance and Minimization Summaries
ECM	Environmental Compliance Management
ECP	Environmental Compliance Plan
ETTMS	Electronic Toll and Traffic Management System
Express Lanes	Transurban's PML network in Virginia
FEIS	Final Environmental Impact Statement
FEMA	Federal Emergency Management Agency
GIS	Geographic Information System
GP Lanes	General purpose traffic lanes (in either or both directions) that are separate from the adjacent Priced Managed Lanes, open to all users, and not subject to tolls
IAWG	Interagency Working Group
IDP	Innovative Dialogue Process as described in the ITP
ITP	Volume I - Instructions to Proposers of the Request for Proposals for Phase 1 of the I-495 & I-270 Public-Private Partnership Program through a Phase Public-Private Partnership Agreement
ITS	Intelligent Transportation System
KPI	Key Performance Indicators
LOD	Limits of Disturbance
Macquarie	Macquarie Infrastructure Development LLC
MCDOT	Montgomery County Department of Transportation
MDE	Maryland Department of the Environment
MDOT	Maryland Department of Transportation, a principal department of the State including the State Highway Administration
MDOT SHA	MDOT State Highway Administration
MDTA	Maryland Transportation Authority, an agency of the State
MLS	Managed Lanes Study
M-NCPPC	Maryland National Capital Parks and Planning Commission
MS4 Permit Program	Municipal Separate Storm Sewer System Permit Program
MyCommute	AM Partners mobility-as-a-service concept app
NEPA	National Environmental Policy Act of 1969
NPS	National Park Service
O&M	Operations and Maintenance
O&M Work	As defined in the Section P3 Agreement Term Sheet
P3 Program	The I-495 & I-270 Public-Private Partnership Program as defined in the ITP

TERM	MEANING
Phase Developer	Accelerate Maryland Partners LLC
PML	Priced Managed Lanes, being the toll lanes and the associated entry and exit ramps within the ROW that are separated from the adjacent GP Lanes
PPM	Project Partnering Meetings
PR	Public Relations
Predevelopment Work	As defined in the Phase P3 Agreement
Predevelopment Work Stage	The period starting from the Effective Date to the Financial Close of the last Section of the Project
Preferred Proposer	The Proposer selected to become the Phase Developer by MDOT
Project	Phase 1 P3 Program
Project Stages	Predevelopment Work Stage and the Section Work Stage for each Section of the Project
QA	Quality Assurance
RFP	Request for Proposal
RFP Stage	The period starting from 24 July 2020 up to the selection of the Preferred Proposer
RID	Reference Information Documents
ROD	Record of Decision
ROW	Right-of-Way
Section Work	As defined in the Phase P3 Agreement
Section Work Stage	The period starting from Financial Close of the Section P3 Agreement for a Section until expiry of the term for this Agreement, which will cover the design, construction, operations, and maintenance stages of each Section
SLA	Service Level Agreement
State	State of Maryland, acting by and through MDTA and MDOT
T&R	Traffic and Revenue
Transurban	Transurban (USA) Operations Inc.
TWG	Technical Working Group
USACE	US Army Corps of Engineers
USDOT	US Department of Transportation
USPAP	Uniform Standards of Professional Appraisal Practice
Via	Via Transportation, Inc., or its applicable subsidiary
VDOT	Virginia Department of Transportation

Other than the terms defined in the above table, all terms and abbreviations used in AM Partners' response have the meaning given to these terms and abbreviations in the Instruction to Proposers, the Phase P3 Agreement or the Section P3 Agreement Term Sheet.



APPENDIX 3.2(b).3.

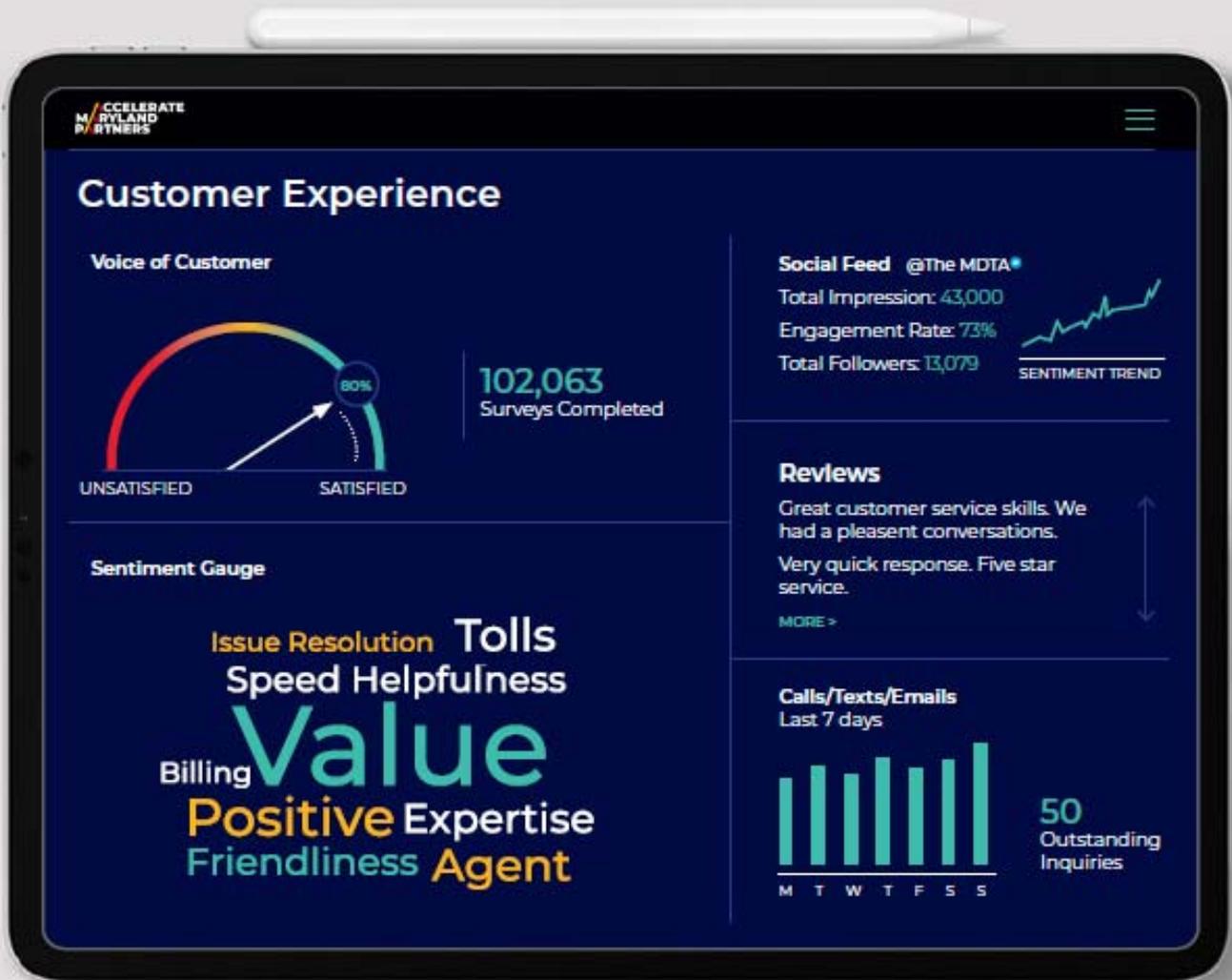
ENVISION RATING

ENVISION RATING

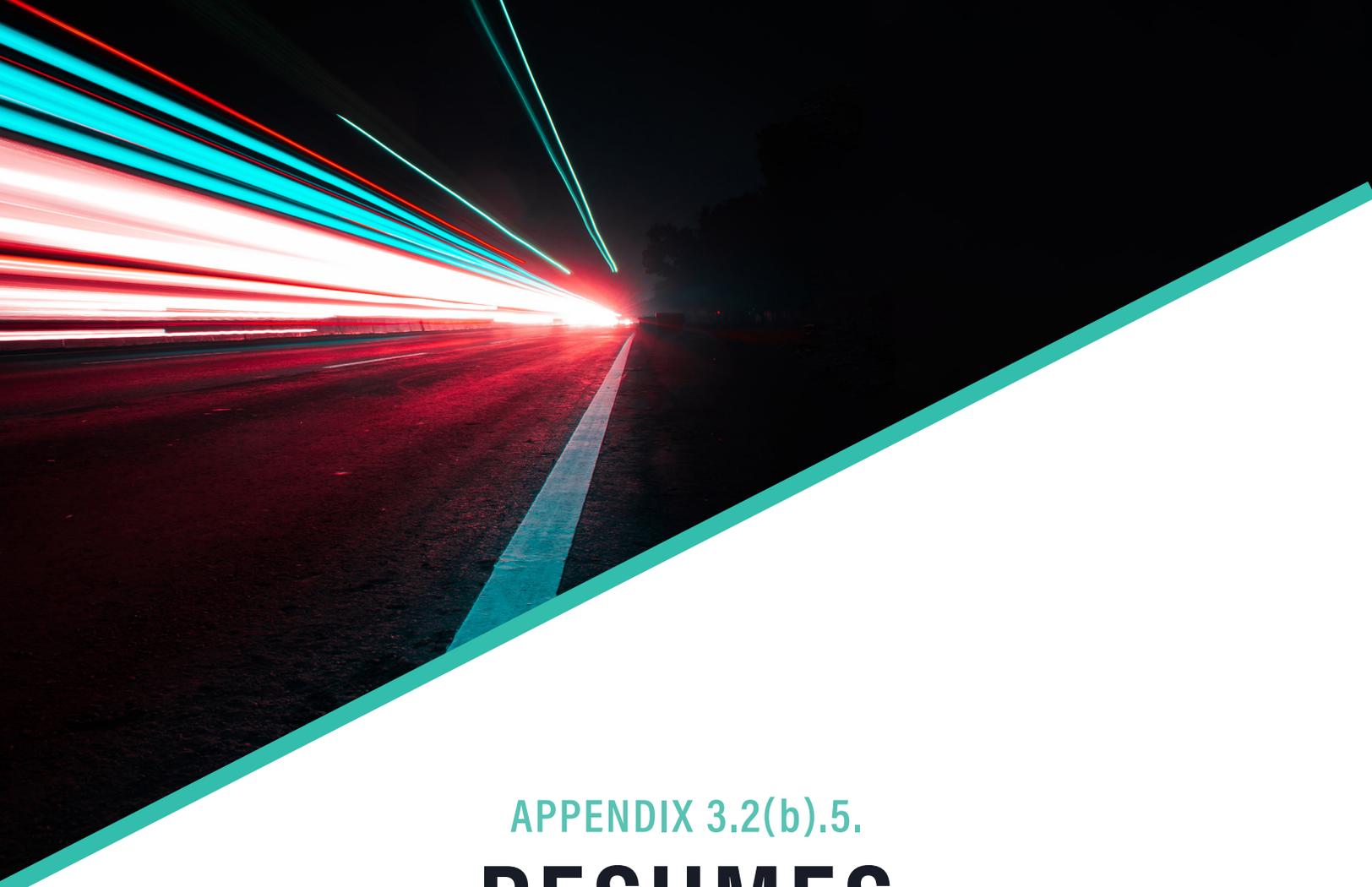
The table below, and continued on the next page, outlines how AM Partners will strive to achieve the highest achieving Envision rating for the Project.

Envision Rating Categories	Key initiatives	Predevelopment Work	D&C Work	O&M Work
Quality of Life	> Enhance mobility, connectivity, equity, and mass transit with Via's microtransit services, driving ridership on regional transit	●	●	●
	> Utilize Opportunity MDOT, community, and labor outreach and agreements to further develop local skills and capabilities	●	●	●
	> Work with disadvantaged and minority populations to maximize benefits of Project and offer partnership and employment	●	●	●
	> Conduct listening sessions with the community to identify opportunities to enhance public spaces, parks, pedestrian connections, roadside beautification, and amenities, including aesthetics and designs	●	●	●
	> Work with local community to protect historic and cultural resources such as Gibson Grove Cemetery and Moses Morningstar Church	●	●	●
	> Deploy EV charging stations at multi-modal hubs with Cavnue and Via technology to encourage alternative modes of transportation		●	●
	> Incentivize development and use of low-noise pavement surfaces and noise walls to minimize overall noise and vibration			●
Leadership	> Create a Sustainability Governance Committee to oversee sustainability performance on the Project	●		
	> Appoint an Envision Sustainability Professional to lead sustainability on the Project	●	●	●
	> Establish a Project Sustainability Implementation Plan to be submitted to MDOT for review	●	●	
	> Provide local job creation and procurement opportunities and exceed 26% from small, minority, disadvantaged, and veteran-owned businesses, as prescribed in the RFP	●	●	●
	> Implement workforce diversity program that provides for stakeholder involvement	●	●	●
	> Appoint DBE advisors including DBE veteran-owned, and SDVE bond underwriters	●		
	> Enhance mobility, connectivity, equity, and mass transit with Via's microtransit services, driving ridership on regional transit	●		
	> Enhance mobility, connectivity, equity, and mass transit with Via's microtransit services, driving ridership on regional transit			

Envision Rating Categories	Key initiatives	Predevelopment Work	D&C Work	O&M Work
Resource Allocation	> Use of 100% renewable energy with maximum focus on low carbon and recycled materials to be used in construction and operations, along with high-energy efficient equipment	●	●	●
	> Development of carbon offset strategy to offset the remainder of emissions	●	●	●
	> Utilize LED street lighting to support the target of carbon-neutral operations		●	●
	> Use 100% EV for O&M and incident management vehicles		●	●
	> Provide solar EV charging station(s)		●	●
	> Implement sustainable procurement program		●	●
	> Implement a circular materials program to maximize use of recycled content in materials, enhance pavement durability, minimize material use and emissions, supported by 3D modeling		●	●
Natural World	> Partner with Montgomery County to treat stormwater from impervious surfaces, ultimately assisting the County in complying with their MS4 requirement	●	●	●
	> Pursue a water-sensitive urban design approach	●	●	●
	> Enhance local ecosystems/habitats within the corridor		●	●
	> Partner with Montgomery County on its Watershed Management Program		●	●
	> Preserve and mitigate disturbances, optimal usage of water shed credits and enhance water and stream assets, like Cabin John Creek and Rock Creek		●	●
	> Protect parks and historical assets along the corridor including Seven Locks Local Park, Wolfree Park, and Wooten Mill's Park by working with park authorities		●	●
	> Plant native plants that benefit pollinators		●	●
	> Seamlessly integrate with WSSC to harvest and reuse rainwater from the PML and GP Lanes		●	●
Climate and resilience	> Incentive carbon neutral construction through the best value D&C procurement	●	●	●
	> Undertake a multi-stakeholder process for climate risk assessment for the Project and identify adaptation measures to ensure ongoing resilience of the asset		●	●
	> Extensive cloud computing and data protection security practices to protect rider information			●
	> Limit the environmental impact through the choice of materials and work procedures		●	●
	> Plant 1,000 trees in 1,000 days		●	
	> Install green walls that absorb emissions and other air pollutants		●	
	> Improve transit access to reduce emissions from single occupancy vehicle trips		●	●
	> By providing microtransit services for station access, reduce the need to acquire additional land for new park-and-ride lots, unlocking potential for more sustainable land use		●	●
	> Funding multiple air quality monitoring stations	●		



FOR ILLUSTRATIVE PURPOSES ONLY



APPENDIX 3.2(b).5.
RESUMES

Amanda Allen | Community, Local Workforce, and PR Advisor

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (1 year)
- Government affairs experience (5+ years)

Role:

Community, Local Workforce, and PR Advisor

Education:

BS (Public Relations & Political Science), Towson University, 2014

Summary

Amanda Allen leads government and community affairs for Transurban, where she successfully creates and fosters important stakeholder relationships with both State and local elected officials and community, business, and civic associations. A key part of her role is to manage political risks and build local support for Transurban's projects and goals. The ability to apply the local voice to engagement and public affairs programs has made Transurban successful in driving strategies that benefit the greater community.

Prior to joining Transurban, Amanda served in the Executive Office of Maryland Governor Larry Hogan. As the assistant to the Governor, Amanda led special Governor-initiated projects including his year-long initiative as Chair of the National Governor's Association, focused on fixing America's crumbling infrastructure.

Her experience in State government serving as the liaison between the Governor's office and all of Maryland's counties and municipalities has led to meaningful relationships with local officials across the State. As the Governor's representative to the Maryland Association of Counties (MACo) and the Maryland Municipal League (MML), Amanda worked closely with past Presidents of MML, including Rockville Mayor Bridget Donnell Newton, Gaithersburg City Councilmember Ryan Spiegel, and MACo Board Member Montgomery County Executive Marc Elrich.

Amanda currently serves on the Towson University Alumni Association Board of Directors and is a lifelong Maryland resident living in Annapolis.

Select relevant project experience**– I-495 & I-270 P3 Program**

Amanda led the public outreach program to generate awareness of the P3 program, the benefits of the Project, and introduce Accelerate Maryland Partners to over 85 important community groups and stakeholders. Amanda designed this program by including communication strategies to reach stakeholders more effectively, including developing the AM Partners' website and using feedback from personal interactions and data-driven evidence from surveys. Furthermore, she collaborated with the development and design team to incorporate community feedback into AM Partners' proposal to align goals and help manage political risk, as well as with the DBE / Opportunity MDOT team by participating in outreach events with MD-certified businesses in efforts to engage them in strategic partnerships.

Amanda Baxter | Environmental & NEPA Director

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (2 years)
- Virginia Department of Transportation (5 years)
- Whitman, Requardt & Associates (9 years)
- NEPA experience (22 years)

Role:

Environmental & NEPA Director

Education:

BS (Geological and Earth Sciences/Geosciences), George Mason University, 1998

Summary

Amanda Baxter maintains more than two decades of experience managing and developing complex transportation and infrastructure projects in the Washington Metropolitan area working directly for the owner agency, as owner's representative, and as program director. She has expertise in policy, planning, design, permitting, negotiation, commercial / financial close, implementation, and construction of major multimodal surface transportation initiatives. Experience includes interpreting and implementing transportation laws, regulations, and policies, including tolling policy and federal, state, and local planning and land use regulations. Amanda has strong knowledge of public policy, local politics, and business practices related to transportation policy and programs, leading discussions that yield consensus and successful outcomes. She proactively interacts with team members, the public, and government officials to maneuver successfully through complex situations effectively while demonstrating sensitivity to how organizations function.

Select relevant project experience**— I-66 Outside the Beltway**

Managed top two risk items leading to the successful cost-neutral commercial and financial close. Coordinated permitting from USACE during the P3 Procurement Process and proprietary developer meetings to discuss permitting risks included in comprehensive agreement. Responsible for USACE permitting coordination following procurement of alternative technical concept (ATC) development for tolled flyover ramps between express and general-purpose lanes on this P3 tolled highway project. Led complex coordination with National Park Service, State Historic Preservation Office, Advisory Council on Historic Preservations, and consulting parties under Section 106 of the National Historic Preservation Act, as the ramps are in the view shed of the Manassas National Battlefield resulting in execution of Memorandum of Agreement.

— I-395 Express Lanes

Led management of the project development phase to successful completion to allow the project to reach commercial and financial close. Coordinated traffic, design, and NEPA efforts with the P3 Office and financial and legal advisors for conversion (HOV to HOT) and widening for the 8-mile extension of the I-95 Express Lanes north along I-395 to the DC line. Negotiated terms with US DOD Integrated Services Division for multimodal improvements in the Pentagon South Parking Lot to be included in the term sheet of the Amended and Revised Comprehensive Agreement on behalf of VDOT. Led negotiations and coordination with Arlington County to gain project acceptance due to previous legal challenge in opposition of HOT lanes on I-395.

— Agency Coordination

Led engineering and environmental services for projects in twelve states across the US, with a focus in Virginia, and coordinated with multiple Federal Agencies (Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, National Park Service, Environmental Protection Agency, US Fish and Wildlife, US Army Corps of Engineers, Bureau of Land Management, National Security Administration, and National Capital Park and Planning Commission), and with multiple Department of Defense Installations.

Richard Cassidy, P.E. | Utility Coordinator



Proposer:

Accelerate Maryland Partners

Experience:

- Dewberry (25 years)
- General Construction (3 years)
- U.S. Army (4 years)

Role:

Utility Coordinator

Education:

BS(Civil Engineering, Rochester Institute of Technology), 1995

Certifications:

Professional Engineer, VA, MD

Summary

Richard Cassidy is experienced in all aspects of utility coordination on a significant number of projects in Maryland. He understands all the components of design, construction, operations, safety, and maintenance of utilities, thereby facilitating his coordination with Utility Owners, engineers, and constructors. Richard has broad experience coordinating with Utility Companies (dry & wet), as well as managing and designing a variety of utility engineering design and relocation projects. Richard is also experienced in the design and preparation of plans and specifications for various state / city street reconstruction and resurfacing projects. His experience has included pavement design, traffic control including pavement striping layouts, field investigation, plan and specification preparation, and post construction award services (shop drawing review).

Select relevant project experience

— Waxpool Road / Loudon County Parkway Intersection Improvements

Responsible for identifying utility conflicts, coordinating the relocations with 18 utility company owners and preparing a joint use duct bank design to facilitate the utility relocations.

— Dulles Corridor Metrorail Project, Phase 2A

Utility Designer / Coordination for the Metro Line extension of 11 miles of new rail estimated at \$1.4B. Work consisted of meeting with the affected utilities to address concerns, while managing / performing relocation designs and coordinating with the local municipalities to obtain permits. Specifically, Richard led the design of new Fairfax Water and Loudoun Water sewer / water extensions for the new stations in Fairfax and Loudoun Counties. Worked in conjunction with the construction partner, laid out and coordinated overhead and underground cables for Dominion Virginian Power, Verizon, Comcast, and seven other communications companies that were relocated. Coordination consisted of scheduling relocations, maintaining the Utility Matrix Tracker, and reviewing / resolving potential conflicts with the major design discipline.

— InterCounty Connector Contracts C and D / E

Served as the utility coordination / design lead. Project responsibilities included utility relocation design and coordination for Contract D / E (\$110M) and Contract C (\$529M), QA \ QC of designs performed by utilities for conformance to road designs, lead designer for major water line relocations of 42" ductile iron pipe (valve & vault) and 36" & 42" PCCP (w/96" & 120" tunnels), lead designer for gas line relocations for 3,000' of 4" & 6" gas distribution lines, coordinated electric overhead and underground design for PEPCO and BG&E, as well as communications underground and overhead of 50,000' of copper / fiber lines for AT&T, Comcast, MCI, Time Warner, and Verizon.

Kimberly Larkin | Environmental / Right-of-Way (ROW) Lead



Proposer:

Accelerate Maryland Partners

Experience:

- Dewberry (21 years)
- Infrastructure Experience (32 years)

Role:

Environmental / ROW Lead

Education:

BS(Environmental Science), Ferrum College, 1986

Certifications:

Certificate -Dept. of Professional and Occupational Regulation SME – Virginia Wetland Delineator Task Analysis Workshop.

Certificate-Federal Highway Admin. NEPA, Project Development & Section 4(f)

Certificate Perennial Stream Field ID Protocol

Certificate Applied Fluvial Geomorphology

Summary

Kimberly Larkin has 32 years of experience in NEPA document preparation and processing, regulatory permitting, and 18 years of design build experience. She has extensive experience in Section 10 and CWA Sections 404 / 401, wetland and stream delineation, tidal and nontidal regulatory permitting, and Section 402 NPDES permitting, mitigation, and restoration. She is intimately familiar with the regulations and requirements of the U.S. Army Corps of Engineers (USACE), obtaining State and Local Permitting and approvals, Natural Heritage Programs, the U.S. Fish & Wildlife Service (USFWS), NOAA Fisheries, the Environmental Protection Agency (EPA), and many other state and local regulatory agencies. Kimberly works closely with these agencies to compile, analyse, and document the quantitative impacts on the environment from a wide variety of projects including roadway, land development, wetland and stream restoration, and utility projects.

Select relevant project experience

— Route 7 and Belmont Ridge Road Interchange

Provided project scoping and EA level NEPA document preparation with four project alternatives. Worked closely with design engineers to avoid a NRHP-eligible slave cemetery and obtained a “No effect” determination from the SHPO. Conducted public hearings in accordance with state and local requirements and obtained a FONSI from FHWA and all project regulatory permits for the project.

— Route 28 Corridor Improvements

The PPTA project involved the permitting and construction of a total of ten roadway interchanges and two roadway widening projects which included numerous utility relocations and upgraded facilities on new locations. Several crossings involved National Historic Preservation Act Section 106 and Land and Water Conservation Act Section 6(f) issues, including a cemetery relocation. Kimberly coordinated required investigations, mitigation, and findings with the Virginia Department Historic Resources (DHR), Fairfax County Park Authority, the Northern Virginia Regional Park Authority (NVRPA), and Dulles Airport. She developed an EA level NEPA document for a section under the Federal Airport Authority’s (FAA) jurisdiction blending the FHWA formats with the FAA format. Kimberly was also responsible for completing wetland delineations, obtaining regulatory permits including Clean Water Act Section 404 / 401, and subaqueous bed permits from VMRC, as well as assuring permit compliance during construction. Also conducted state threatened Wood Turtle surveys and coordination.

— New Substation & Transmission, Dominion Resources

The project involved new transmission lines and a substation in Arlington County. Project involved military installation and extensive coordination with several federal property owners including the National Park Service, as well as several adjacent historic districts and landmarks. Kimberly provided EA level NEPA document preparation and approvals Section 106 coordination, visual impact assessments, CZMA, and permitting for this project. Involved coordination with the National Park Service, and three other agencies as well as the National Capital Planning Commission.

Mike McGurk | Public Relations Coordinator

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (nearly 10 years)
- Communications, marketing and public relations (11 years)

Role:

Public Relations Coordinator

Education:

Bachelor of Arts (Communications), George Mason University, 2010

Summary

Mike McGurk is the Customer Experience Manager at Transurban. He has ten years of communications, public relations, and marketing experience in managed lanes infrastructure across project development, delivery, and operations phases. He has managed and supported teams across a diverse portfolio of communications disciplines, including research, advertising, branding, digital, crisis communications, community outreach, and social media programs. He has served as spokesperson of Transurban USA's asset operations for more than five years and has extensive experience in media relations.

Before joining Transurban, Mike worked in business development and marketing with a boutique staffing and recruiting company.

Select relevant project experience**— I-395 Express Lanes**

Mike was responsible for direct-impact community engagement during the project's early works as well as delivering a comprehensive marketing campaign to prepare regional corridor users for the project's opening. As a result of the campaign, which combined advertising with owned and earned media, the project achieved strong E-ZPass adoption, saw no material safety issues stemming from driver confusion, and earned positive customer satisfaction feedback from early users.

— I-95 Express Lanes

Prior to tolling go-live, Mike led a communications campaign focused on transitioning HOV lane users to the new express lanes. The program used frequent quantitative research studies and input from carpool and transit stakeholders to develop a robust digital platform to help equip customers with E-ZPass Flex transponders. As the project moved toward operations, Mike managed and supported a number of communications work streams, from website and mobile app tools to creative video content.

— I-495 Express Lanes

During project delivery, Mike managed the extensive community and public outreach component of the project's multimillion-dollar communications campaign. In that capacity, he represented Transurban and its assets at meetings with stakeholders including homeowners and civic associations, local government, chambers of commerce, and public sector employers. When the project became operational, he led customer programs aimed at generating revenue, improving sentiment, and offering tools to support new customer on-boarding.

Steve Ott | Permitting Coordinator



Proposer:

Accelerate Maryland Partners

Experience:

- Dewberry (1 years)
- Infrastructure Experience (30 years)

Role:

Permitting Coordinator

Education:

BA (Physical Geography), University of Maryland, 1990

Registrations:

Erosion & Sediment Control Yellow Card: MD

Erosion & Sediment Control Green Card: MD

Forest Stand Delineations - Qualified Professional: US

FAA Remote Pilot: US

MDE Responsible Personnel Training for E&S Control: MD

Summary

Steve is an Environmental Scientist for Dewberry's Environmental Group. His primary role and responsibilities are to provide Permitting and Environmental Compliance Monitoring oversight and inspection services during the design and construction phase for major, complex transportation projects. Technical expertise / experience gained on two of SHA's largest projects (ICC & WWB). Steve is also experienced in completing wetland and forest-stand delineations, geomorphologic and biologic stream assessments, noise monitoring, and water quality monitoring during construction.

Select relevant project experience

— Environmental Management and Permitting State wide, Maryland

Environmental Project Manager responsible for obtaining the necessary state and federal wetland and waterways permits (Tidal and non-Tidal) for all SHA projects ranging from planning to design to construction and maintenance. He then screened the project locations using GIS environmental mapping and conducted site visits, when needed, to verify resources. Plan sets are then submitted to the SHA-PE for review; any resource boundaries and impacts are verified to ensure that the plans accurately reflect existing conditions in the field. During the plan review and Preliminary Investigation (PI), avoidance and minimization of impacts to resources are brought to the attention of the SHA-PE and designers. Once the plans are finalized, Steve then submitted a Joint Permit Application (JPA) to MDE and USACE for review and comments ensuring that any reviewing agency (MDE, USACE, USFWS, DNR) issues are resolved. Once the authorization has been given (permit approval), copies are distributed to the appropriate SHA personnel. Steve also coordinated any permit modifications including stream closure waivers with SHA and the permitting Agencies.

— Intercounty Connector Contract C and D / E

Served as Environmental manager responsible for all aspects of the project's environmental awareness, commitments, and compliance. He provided environmental input / daily oversight for design and construction activities to comply with the 1000+ commitments outlined in the National Environmental Policy Act (NEPA) and permitting process. Provided services for two out of five ICC contracts (C and D / E): Contract C extended 3.7 miles from just west of US 29 (Columbia Pike) to just east of I-95 and included 1.9 miles of collector-distributor lanes on I-95 to MD 212 (Powder Mill Road) south of the ICC. Contract D included collector roads from I-95 to the ICC and Contract E was the portion of ICC that connected I-95 to US 1. Steve managed the contractors' Environmental Team, whose responsibilities included avoidance and minimization analysis, documentation of impact reductions, agency / owner coordination of design and construction schedules, habitat restoration, fish passage, turtle relocation, thermal and nutrient BMP design, pre-, during-, and post-construction monitoring (i.e. sediment, water quality), and coordinating with the ICC / SHA Environmental Management Team (EMT) and regulatory agencies.

Geoff Segal | Community, Local Workforce, and PR Advisor



Proposer:

Accelerate Maryland Partners

Experience:

- Macquarie (13 years)
- Infrastructure Experience (20+ years)

Role:

Community, Local Workforce, and PR Advisor

Education:

BA (Political Science), Arizona State University, 1997

Master of Public Policy, Pepperdine University, 2000

Certifications:

FINRA Series 79, 63, 54, 52, and 50

Summary

Geoff Segal leads Macquarie Capital's government advisory and affairs team, where he coordinates and manages business development, public affairs, and government relations programs. With over 20 years of experience in public policy and infrastructure development, Geoff has developed and executed strategies for outreach and education on multiple infrastructure projects throughout the United States.

Prior to joining Macquarie Capital, Geoff spent a decade at Reason Foundation where he directed the privatization and infrastructure research and policy program that provided original research and guidance to executive and legislative officials throughout the United States.

Select relevant project experience

— Elizabeth River Tunnels

Led the political outreach and communications team on the Elizabeth River Tunnels project in Virginia which was procured through a PDA. Geoff developed and executed outreach and communications strategies to generate local support and understanding of the project, and managed political risk for the project and team. He managed a broad coalition of support comprising of local business, civic and homeowner groups, and associations that were activated for multiple "campaigns" to support various initiatives critical to project success, including a TIFIA loan allocation, enabling the secure passage of new toll enforcement legislation, and securing government support and permits. Furthermore, Geoff managed political relationships across all levels of government including the US Navy and supported the DBE / Workforce Development team by entering into strategic partnerships with COMTO and local workforce development and education institutions.

— Goethals Bridge Replacement

Led the political outreach and communications team on the Goethals Bridge Replacement project in New York and New Jersey. Geoff liaised with multiple stakeholders raising awareness and understanding of the project. He developed and managed political and third-party outreach efforts supporting project execution. Geoff was also part of the team that liaised with the building trades, securing a Project Labor Agreement.

— I-70 Central 70

Managed client interaction and led the development of the initial Value for Money analysis and pre-procurement finance team. Geoff played a pivotal role in identifying public policies, budget, and fiscal conditions that could impact the potential financial plans and corridor configurations. He also assisted the client in the development of collateral educational material to generate project awareness, value, and need.

— KentuckyWired

This project was the first ever fiber optic P3 in the U.S. and it was procured through a PDA process. Geoff held a key role in building political support for the KentuckyWired project, as well as managing the outreach and educational initiatives across elected officials and staff members to ensure sufficient collaboration to effectively deliver PDA milestones.

James A. Sotlesz, PE | Stormwater / MDE Lead



Proposer:

Accelerate Maryland Partners

Experience:

- Sotlesz (30 years)
- Engineering Experience (45+ years)

Role:

Stormwater / MDE Lead

Education:

Master of Science (Civil Engineering, Georgia Institute of Technology

Master of Business Administration University of Cincinnati

Bachelor of Science, Civil Engineering Purdue University

Certifications:

Licensed Professional Engineer, Maryland #21057; Virginia #0402-040490

Summary

As President / CEO, James Sotlesz is responsible for all operations including day-to-day management decisions and implementing long and short-term plans. His role involves leading the development and execution of the company's long-term strategy with a focus on creating lasting value for clients and staff. James has served in leadership roles on numerous local committees covering multiple development issues including transportation, adequate public facilities, infrastructure financing, school construction, and permit processing. He was selected by Prince George's County Executive Rushern Baker to serve on his transition committee and chaired two task force initiatives in economic development for the County Executive transition – one being the task force on permitting / processing and the other focusing on WMATA site development opportunities.

Select relevant project experience

— **Purple Line**

Sotlesz was engaged to support the Purple Line project and address environmental, stormwater, floodplain, drainage, and utility conflict issues that were not being solved in a timely manner by the original design team. Sotlesz acted as consulting engineers to provide suggested improvements which have helped the approval process, enabled project acceleration, and permitted the transitional implementation team to deliver the remaining Purple Line plans, allowing construction to continue with as minimal disruption possible. As the Principal in Charge, James provided his deep understanding and knowledge of the permitting approval process to support the continuation of this project. James is acting as an interface with MDE and DoE while establishing communications and a workflow process.

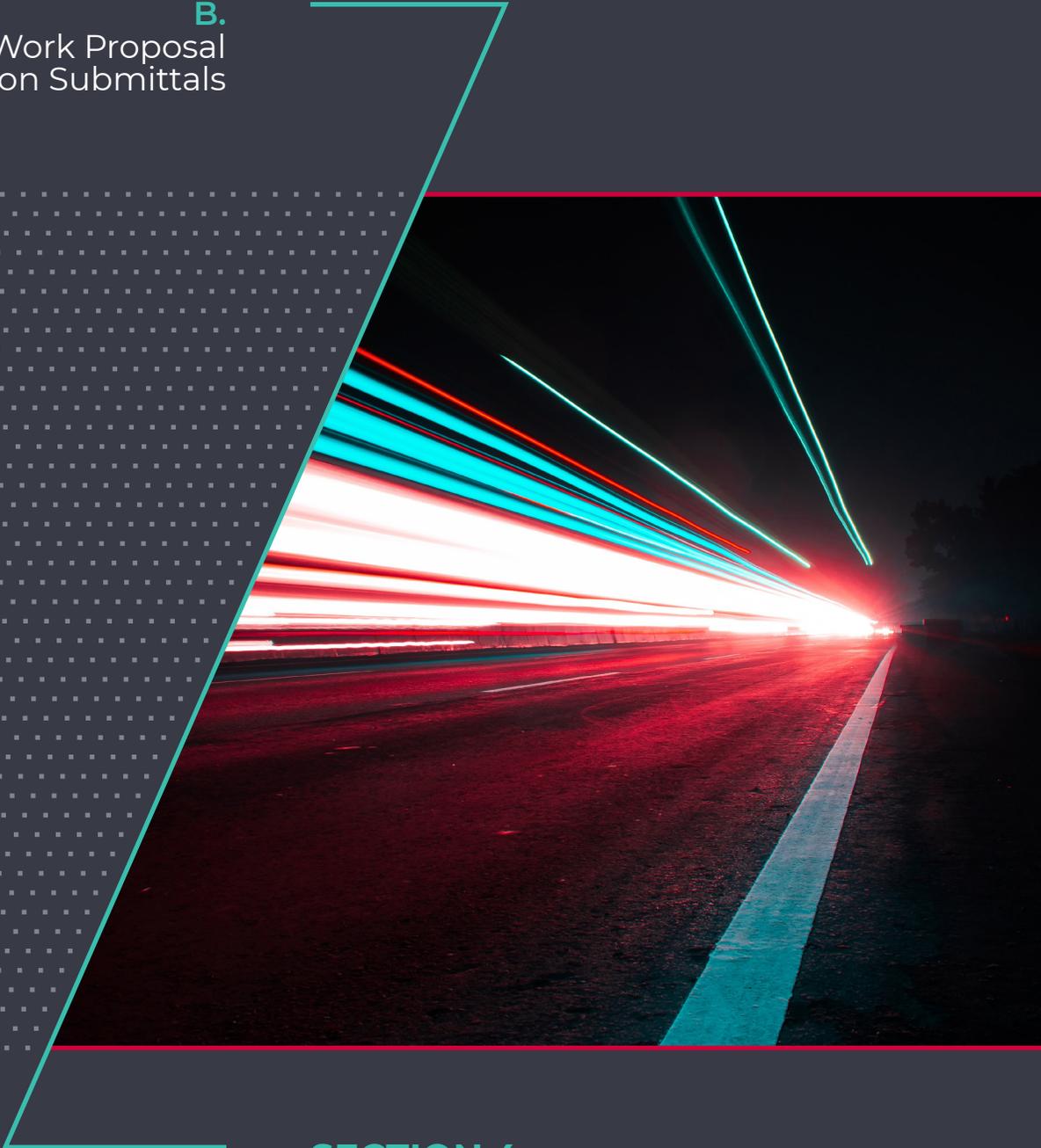
— **Montgomery County Water Quality Improvements Pilot Program**

Sotlesz supported Montgomery County in fulfilling the requirements of the Municipal Separate Storm Sewer System (MS4) permitting needs to secure the greatest water quality credits per the Maryland Department of the Environment (MDE) criteria in the most cost effective manner by July 2020. As the Principal in Charge, James and Sotlesz are overseeing two projects securing a total of 174 acre-inches of water quality credit— Avenel TPC Golf Course and B'Nai Israel, where private stormwater management ponds had been constructed providing treatment to large contributing drainage areas. Both ponds were designed per pre-2000 stormwater management criteria and offer opportunities for water quality credits by retrofitting the facilities to meet current standards.

— **Corvias / Prince George's County Clean Water Partnership**

Sotlesz has been engaged by the Cleanwater Partnership formed by Corvias Solutions and Prince George's County Department of the Environment to treat via Environmental Site Design measures in excess of 2,000 acres of untreated Prince George's County land. James serves as the Principal-in-Charge for Sotlesz for this public private partnership to design, permit, and construct SWM devices to treat runoff in other areas of Prince George's County. This innovative design concept is the first of its kind.

B.
Predevelopment Work Proposal
Evaluation Submittals



SECTION 4.

Maximizing Value
to the State

MAXIMIZING VALUE TO THE STATE

Accelerate Maryland Partners' (AM Partners) independent, developer-led approach for the delivery of each Section of the Project will ensure a full alignment of interests with Maryland and deliver a highly competitive solution that maximizes value to the State. We will continue to take a network-wide approach in developing the solution for delivery of the full Phase 1 corridor and facilitate improvements for the full limits of the P3 Program without requiring Maryland funding, while maximizing available funding that can be applied to deliver other Sections and Phases. AM Partners has undertaken a considerable amount of work at-risk over the past three years to understand and de-risk the Project, building a team that integrates local, technical, and financial capacity to ensure that we can expeditiously progress the Predevelopment Work upon selection as the Preferred Proposer. AM Partners commits to:

Maximize Value for Each Section	<ul style="list-style-type: none"> > Deliver the full Phase South without Maryland funding, achieving financial close by October 2022 > Perform all general Operations and Maintenance (O&M) within the Project corridor, including for the General Purpose Lanes (GP Lanes), valued at \$235M to Maryland > Invest \$400M toward our Community Grant Program, Vision Zero and innovation alliance funding, environmental planning and transit services over the concession term of Phase South > Implement 14 Conditionally Accepted IDPs worth \$270M, alongside several design optimizations and a comprehensive de-risking program > Facilitate an accelerated and efficient delivery of Phase North, supporting MDOT in the pursuit of a NEPA Environmental Assessment (EA) and an I-270 Transit Study while pledging at least \$1.5B in transit funding through a successful Phase North concession > Leverage our common ownership with I-495 NEXT to maximize tolling synergies with the Project, for long distance trips saving an estimated 10-15% in tolls for Marylanders, with seamless transition at George Washington Memorial Parkway > Sponsor and manage the MD-200 Diversion Alternative Study to identify regional mobility and policy solutions that leverage available network capacity and can proactively inform the Phase 2 public dialogue > Develop a digital twin platform with the capability to provide digital representation of the roadway, improving lifecycle costs by up to 15%, and facilitating Connected Automated Vehicles (CAV) readiness
Competitive Pricing	<ul style="list-style-type: none"> > Utilize transparent, competitive best-value based procurement processes, to secure a Design and Construction (D&C) fixed price and a Project Labor Agreement (PLA) > Ensure seamless interoperability across the corridor with Transurban being the toll systems integrator, tolling operator, and operator for the Project, supported by a transparent, competitive, and robust subcontractor selection plan
Approach to developing, testing, and implementing a tolling strategy	<ul style="list-style-type: none"> > Leverage the proven Next Generation Back Office System (nBOS), ensuring commonality of operations across the Project and I-495 NEXT > Partner with Maryland to develop a multi-channel tolling collection approach and deliver an effective Fair Travel and High Occupancy Vehicles (HOV) compliance program > Provide a digital dashboard to allow Maryland to access critical information on-demand and, where appropriate, provide access to third-parties via our Application Programming Interface (API) based architecture

1. MAXIMIZE VALUE TO THE STATE IN AN OPEN, COMPETITIVE, AND TRANSPARENT COST ESTIMATING ENVIRONMENT

Our approach to maximizing value to the State will be led by an integrated Transurban and Macquarie team, as long-term independent developers with no conflicted contractor-owned equity, and will be guided by the following procurement goals:

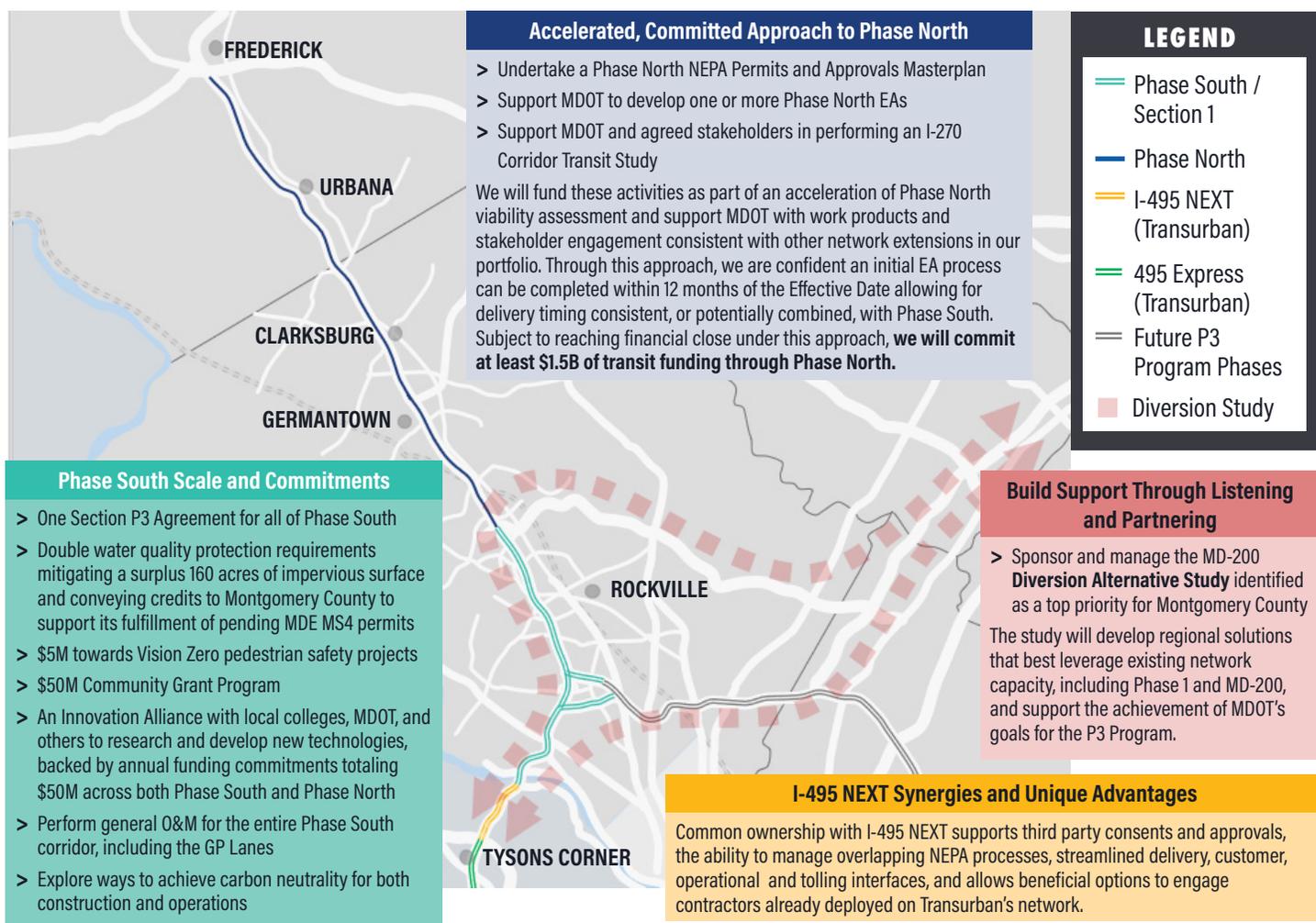
- > **Integrated region-wide approach** // We will develop the Project as an integrated part of a region-wide network that considers Transurban's existing Priced Managed Lanes (PML) system to maximize value to the State by leveraging operational and tolling synergies to the maximum extent possible.
- > **Effective Governance and Communication protocol** // We will use a transparent sharing and collaboration framework supporting free-flowing communication between all parties and a governance framework with clear lines of responsibility and formal check-in with approval at pre-agreed "Gateways."

- > **Continuous Project development and optimization** // We will work collaboratively with MDOT through a transparent open-book process to agree upon the most value-accretive approach to maximize the Upfront Payment through integration of the Traffic & Revenue (T&R), O&M, tolling, financing, and design.
- > **D&C Competitive procurement** // We will work with the market to leverage innovation, construction best practices, and best value through a competitive process for the Section D&C Work in one or more D&C packages, leading to a further maximization of the Upfront Payment.

1.1. ADDRESSING THE FULL LIMITS OF THE P3 PROGRAM

AM Partners takes an informed, network-wide view to develop solutions that will maximize value for the State. In line with the State's interest, our approach is driven by the fact that the full corridor is valued greater than the sum of its parts. AM Partners will develop the Project as part of an integrated region-wide network, seek to accelerate delivery of Phase North, and maximize the value of the interface with I-495 NEXT based on the key building blocks presented in **Figure 1**.

Figure 1 // AM Partners' Strategies for Maximizing the Value, Certainty, Scope, and Benefits of the Full P3 Program

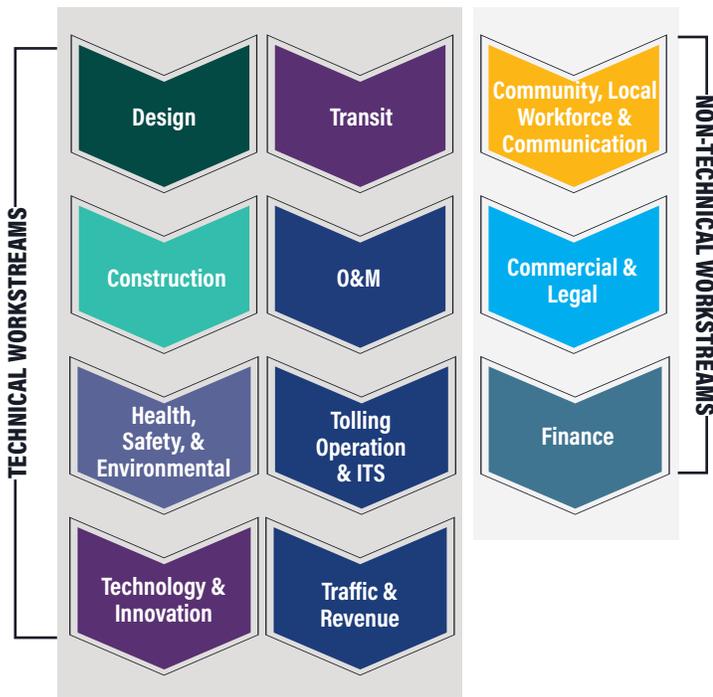


1.2. TRANSPARENT COMMUNICATION, GOVERNANCE, AND DECISION-MAKING APPROACH

Our approach to deliver each Section will be actively managed by a multi-functional and integrated team, organized in internal technical and non-technical workstreams, working together through specific Technical Working Groups (TWG) to ensure free-flow of information and multiple perspectives during the Predevelopment Work Stage and beyond.

AM Partners will co-locate its team as soon as safely possible to promote efficiency and collaboration, and maximize value to the State. MDOT participation in stakeholder meetings and TWG meetings will be encouraged to create a "one-team" atmosphere and Project buy-in.

Workstreams are shown below:



1.2.1. IMPLEMENTATION OF FRAMEWORK AND GOVERNANCE USING MDOT GATEWAYS

AM Partners will:

- Agree with MDOT on the appropriate Information Requirements for each of the interim milestones below (Gateways 1-3) prior to submission of the Committed Section Proposal and Financial Close for each Section
- Develop the Predevelopment Work Execution Plan (PEP) that will include:
 - Roles, responsibilities, and authority of MDOT and AM Partners' workstreams and personnel
 - Project interim milestones in line with the Predevelopment Work Schedule, including MDOT Gateways
 - Site Due Diligence Plan (including surveys and site investigations)
 - Approval of information, including submittals for MDOT Gateways
 - The Master Information Delivery Plan (with MDOT requirements, e.g., Exhibit 6 - D&C Costing Model and O&M Costing Model)
 - Information and reporting conventions, regular meetings
 - Technology solutions, including the Common Data Environment (CDE) and protocol for interface with the MDOT Electronic Document Management System (EDMS)

Through agreement of the PEP, MDOT and AM Partners can set up and easily agree MDOT Gateways to govern compliance with Exhibit 6 of the Phase P3 Agreement and key MDOT approvals. AM Partners anticipates, at a minimum, the following MDOT Gateways to be included in the PEP for the development of the Committed Section Technical Proposal:

Gateway 1 // Initiation

- Approve MDOT's information requirements
- Approve AM Partners' PEP including Site Due Diligence Plan
- Review first draft of Target Cost Plan (including D&C and O&M Costing Models)
- Review and agree to the D&C packages

1

Gateway 2 // Development

- Develop the Section Technical Provisions, starting with first draft release from MDOT within 90 days of Effective Date
- Update Target Cost Plan for design development including all assumptions underlying the D&C and O&M Costing Models, incorporation of IDPs, and updated information from surveys
- Include innovations, risk management, and plans in the Target Cost Plan to improve the Upfront Payment across operational, financing, design, and construction aspects
- Approval of D&C Procurement documentation and information package, including approach and required returnable from D&C bidders in a form sufficiently detailed to permit quantities, Limits of Disturbance (LOD), Right-of-Way (ROW), utility and environmental impacts, constructability issues, and risks to be approved by MDOT
- Approval of base construction schedule and design drawings

2

Gateway 3 // Finalization

- Section Technical Provisions approval
- Final update to Target Cost Plan following development of detailed preferred solution and based on mutually agreed quantities, units of measurement, price reconciliation, and contingency approved by MDOT
- See *Section 3.1* for D&C Contractor selection plan and finalization of Section technical provision, including fixed D&C Price

3

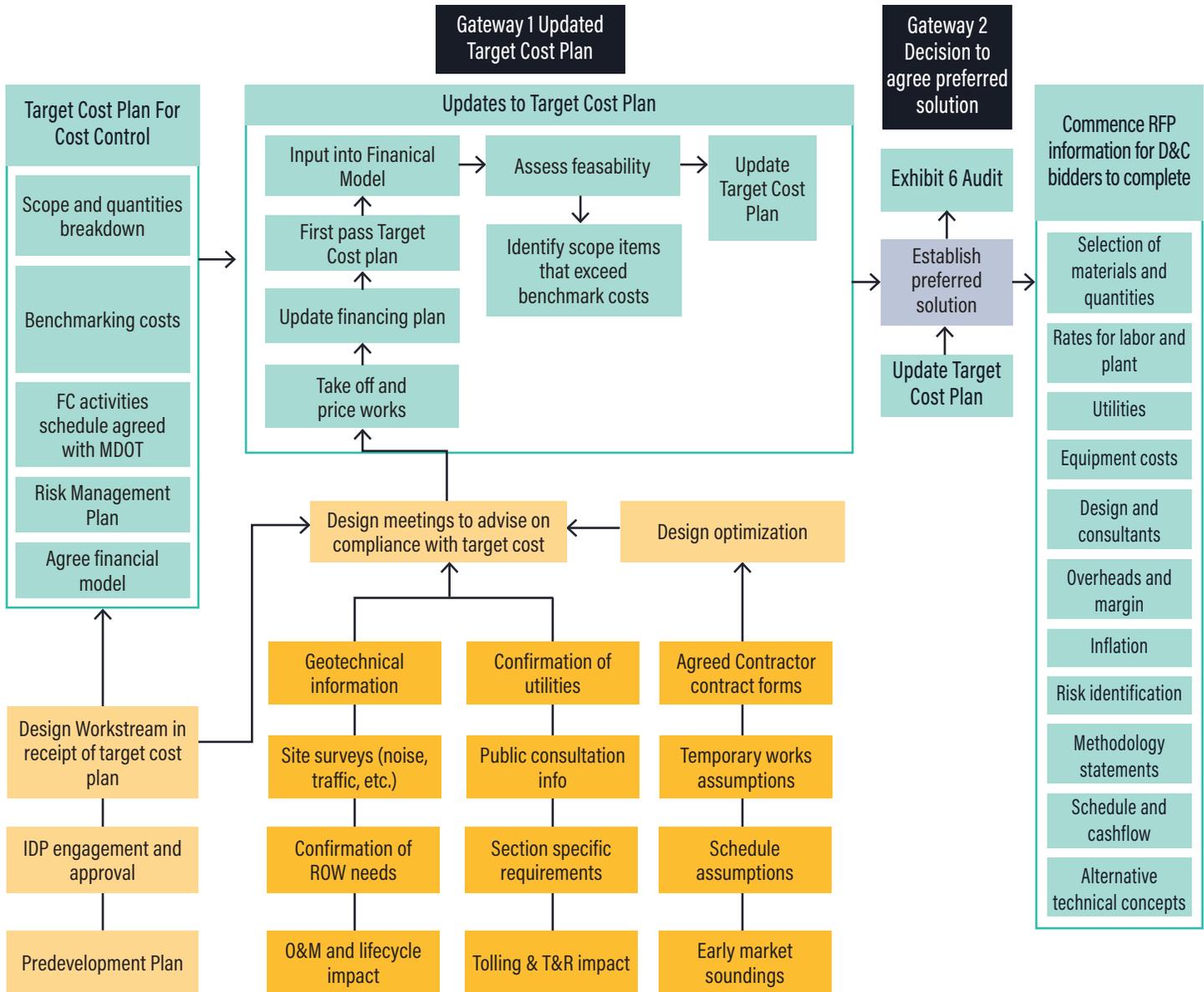
AM Partners and MDOT will agree on additional gateways post submission of the Committed Section Proposal, through the end of the Section Work Stage. We will use this framework to ensure that all disciplines deliver the necessary information in a structured fashion, that allows effective coordination, and an open environment to integrate innovation, optimization and change.

1.2.2. GATEWAYS 1 AND 2

AM Partners will draw on a large body of work already completed. The technical workstreams will continue further development of the design and de-risking activities and deliver updated Target Cost Plans to MDOT through each MDOT Gateway. The Target Cost Plan at each stage will inform financing, design development (including updates through further work and surveys), O&M and lifecycle, tolling, T&R, construction methodology, schedule, and pricing.

The output of the Target Cost Plan will be the updated Upfront Payment. **Figure 2**, below presents the key activities through Gateway 2 and the start of the RFP stage of the D&C Procurement.

Figure 2 // Tender Management



1.3. MAXIMIZING VALUE THROUGH OUR SOLUTION

During the RFP Stage, AM Partners focused on defining its D&C, O&M, tolling, T&R, financing, and Section Developer management solution through systematic risk identification and proactive mitigation to both confirm viability of the Project and enable us to commit to deliver a highly competitive solution throughout all elements of the Project. This will ensure that no Maryland funding is required and will maximize available funding that can be applied to deliver other Sections or Phases of the P3 Program.

1.3.1. DESIGN DEVELOPMENT

We will continue to invest and work with MDOT during the Predevelopment Work Stage to maximize the value proposition for its D&C solution with our local design team, through:

- > **De-risking of the Project** // We will prioritize risks based on the probability of occurrence and possible impact to the Project. De-risking activities will happen through negotiations with third parties, design optimizations, and field work/site investigations. AM Partners has outlined a comprehensive Site Due Diligence Plan to collect additional data that will be submitted as part of the PEP and subject to MDOT approval. De-risking activities cover the following key areas: environmental (including stormwater permits), ROW, hazardous materials (Hazmat), utilities, historic areas, pavement, and other geotechnical investigations.

During the RFP Stage, AM Partners substantially minimized risks, including but not limited to:

- Reducing anticipated ROW impacts by as much 23 acres, or 22% when compared to the Draft Environmental Impact Statement (DEIS)
 - Spanning Rock Culvert to allow the offshoot of the Potomac River to remain undisturbed
 - Reducing the number of potential conflicts from 422 to only 44 major conflicts and 100 minor conflicts; and identifying and eliminating possible utility conflicts such as the 69kV lines running under Westlake Terrace and the 96" waterline at Tuckerman Lane (see the Utility Matrix in "Additional Material")
 - Eliminating impacts to Millennium Garden Park as identified in the DEIS
 - Eliminating impacts to forest conservation areas
 - Relocating Stormwater Management (SWM) facility downstream of the existing box culvert passing beneath I-270 south of Montrose Road, which reduced impacts to Cabin John Regional Park, the FEMA floodplain, and the delineated waterway
 - Providing transitions on I-495 East using National Cooperative Highway Research Program (NCHRP) criteria to fit lanes under existing Fernwood Road Bridge to avoid impacts to the bridge and community
 - Adding and/or extending walls along I-495 northbound (NB) and I-270 Spur NB to reduce cut/fill limits and minimize proposed LOD
 - Relocating the SWM facility adjacent to NB I-270 south of Gude Drive to remove ROW impacts
- > **Further advancing the Project design** to ensure greater certainty in the deliverability and the construction price for Phase South. During the Predevelopment Work Stage, we will:
- Progress our design, focusing on key optimizations to enhance value compared to baseline ARDS design, feeding from and to the design activities undertaken through the D&C Procurement process
 - Progress development and approval of the value accretive IDPs that represent a savings of \$270M compared to baseline ARDS design
 - Review and discuss the design changes and further work progressed with MDOT through the collaborative CDE with updates to the Target Cost Plan across the workstreams

Through our design development efforts in the RFP Stage, AM Partners has:

- Reduced direct construction costs by 7% for bridges, 7% for demolition, and 18% for pavement over our initial ARDS estimate
- Reduced cumulative overpass bridge lengths by more than 500 feet through innovative foundation design, thereby reducing O&M cost for the corridor
- Optimized the horizontal profile to shift mainline I-495 from River Road to Bradley Boulevard away from Thomas Branch
- Optimized interchange reconfigurations at River Road and Falls Road to minimize impacts and reduce the schedule up to six months at each interchange, and change traffic Level of Service (LOS) from level F in the baseline ARDS design to level D and E in the LOS from F in baseline ARDS design to D and E
- Added left turn lanes at Westlake Terrace to improve operations at the signalized intersection

Figure 3, on the following page, further describes the IDPs and design enhancements that support maximizing value to the State.

1.3.2. COMPETITIVE D&C PROCUREMENT

We will procure the D&C Work for Phase South (with one or more segments) in a manner that will ensure competitive pricing from quality D&C contractors and maximize value for the Section D&C Work. Based on precedent comparable P3 projects in the US over the last 10 years, competitive D&C procurement results in 18% average price savings compared to negotiated arrangements (with savings recorded as high as 34%).

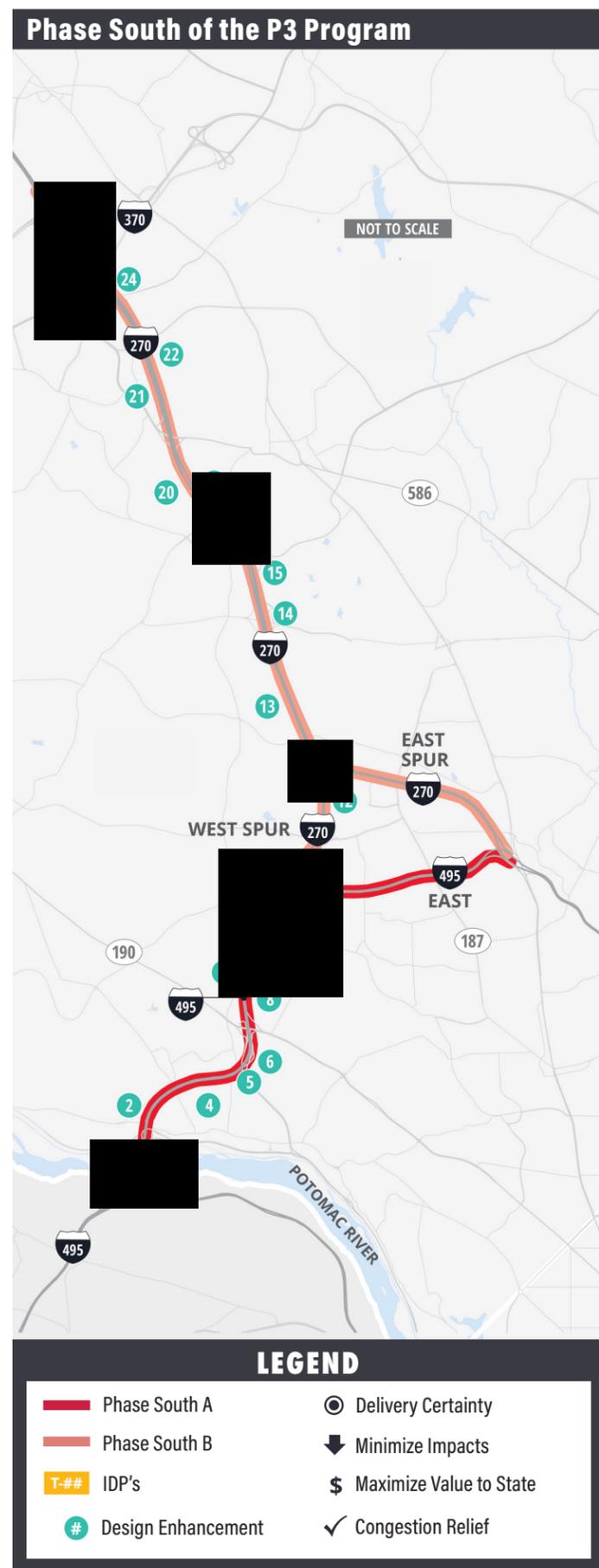
This unique approach will eliminate the risk of conflicts of interest between MDOT, the Phase Developer, and the D&C Contractor by ensuring that the Phase Developer is always aligned with MDOT, avoids conflicted open book discussions focused on capturing short term D&C, pushing risk to MDOT, and leveraging the negative consequences of procedural delays. Engagement with the market and control of D&C Contractor(s) engagement in the Section design is further described in *Section 3*.

RELIABLE AND COMPREHENSIVE ESTIMATES

During the RFP Stage, AM Partners engaged a team of locally experienced independent estimators, including Bechtel, who will continue working directly for the Phase Developer during the Predevelopment Work Stage. AM Partners built our preliminary D&C price (which was independently reviewed) to confirm that our estimates account for:

- > Consistency with market pricing and local inputs
- > Appropriate contingency to account for level of design and potential variance in future market pricing and labor rates
- > Reasonable utility assumptions through detailed mapping of utilities throughout Phase South to identify potential conflicts for avoidance where possible, and an estimated cost if necessary
- > ROW estimates that account for basis of design and contemplated LOD needs, including partial takes and construction/permanent easements
- > Disciplines such as ITS and electrical that have not yet been detailed but can be triangulated through benchmarking processes of different means
- > D&C margin, design costs, and indirect pricing that reflects the current heavy civil construction market

Figure 3 // AM Partners' IDPs and Design Enhancements to Maximize Value to the State



AM Partners' ARDS Design Enhancements

- | | | |
|----|--|----------|
| 1 | ALB pier modifications // reduces impacts to Rock Culvert and Forest Interior Dwelling Habitat by providing straddle bents for certain ALB piers. | ⊙ ↓ \$ |
| 3 | Persimmon Tree Road off-line bridge replacement // facilitates continuous traffic operations on Persimmon Tree Road during construction. | ⊙ \$ ✓ |
| 5 | Bridge optimizations along Cabin John Parkway/River Road/I-495 interchange // reduces bridge deck area; minimizes impacts by adjusting Cabin John Parkway/River Road/I-495 interchange geometry. | ⊙ ↓ \$ ✓ |
| 6 | River Road/I-495 interchange geometry adjustments and provision of retaining walls // eliminates/reduces impacts to 11 parcels adjacent to NB I-495. | ⊙ ↓ \$ ✓ |
| 11 | Traffic operations improvements at Westlake Terrace // improves traffic operations and access to the I-270 West Spur by implementing left turn lanes. | ⊙ ↓ \$ ✓ |
| 12 | Geometry modifications at I-270 West Spur/I-270 East Spur branch connection interchange // eliminates impacts to Forest Conservation Act Easement; reduces the LOD. | ⊙ ↓ \$ |
| 13 | Relocation of SWM facilities SB I-270 // reduces impacts to Cabin John Regional Park, the Federal Emergency Management Agency (FEMA) floodplain, and wetlands. | ⊙ ↓ \$ |
| 14 | Removal of SWM facilities at Tower Oaks Blvd./Preserve Parkway intersection // eliminates impacts to the Forest Conservation Act Easement and a commercial parcel. | ⊙ ↓ \$ |
| 15 | ROW modifications to NB I-270 just south of Wootton Parkway // eliminates impacts to the Forest Conservation Act Easement and wetlands; lessens impacts to a heavily wooded area by reducing the footprint of SWM facilities. | ⊙ ↓ \$ |
| 16 | Wootton Parkway overpass spans reconfiguration // reduces the bridge deck area by adjusting span arrangements. | \$ |
| 17 | Elimination of SWM facilities north of Wootton Parkway // avoids impacts to ROW and a heavily wooded area by eliminating stormwater management facilities. | ⊙ ↓ \$ |
| 18 | Falls Road/I-270 interchange geometry // eliminates impacts to Millennium Garden Park. | ⊙ ↓ \$ ✓ |
| 20 | Geometry adjustments SB I-270 // eliminates impacts to 15 parcels by adjusting I-270 and retaining an existing noise barrier. | ⊙ ↓ \$ |
| 22 | ROW modifications within the Rockville Senior Center Park // eliminates impacts to ROW and minimizes the overall disturbance and to the existing trail system. | ⊙ ↓ \$ |
| 23 | Gude Dr. overpass spans rearrangement // adjusts span arrangements to reduce bridge deck area | \$ |
| 24 | Relocation of SWM facilities NB I-270 // eliminates impacts to the Forest Conservation Act Easement and ROW. | ⊙ ↓ \$ |

1.3.3. OPERATIONS, MAINTENANCE AND TOLLING

During the Section O&M Work Stage, AM Partners' O&M, Tolling, and Section Developer management will be provided under a Master Service Agreement (MSA) with Transurban. This will ensure a unified operations regime across all Phase 1, a single interface point facilitating interoperability and maximum value to the State by benefiting from the operational and tolling synergies that exist between the Project and the adjacent Transurban Express Lanes network.

As the Target Cost Plan is further developed during the Predevelopment Work Stage, AM Partners will detail the accretive benefits of O&M optimizations, focusing on the following key elements with MDOT:

- > **Develop Section Technical Provisions to establish an optimal operating and lifecycle performance standard** // We will focus on the specifications that have the largest impact on the O&M Costing Model, such as pavement and technology, to optimize performance requirements and strike the appropriate balance between upfront and lifecycle costs to maximize value.
- > **Optimize design to facilitate operations and rehabilitation** // Our O&M workstream will work collaboratively with our Design workstream, including through specific TWGs (e.g., pavement, structure and signing, pavement marking, signals, and lighting) to optimize the design from an operational perspective to facilitate both anticipated routine and rehabilitation interventions.
- > **Develop the Concept of Operations Plan** // We will develop this plan with a focus on streamlining interfaces with MDOT and authorities for shared O&M responsibilities and critical services, such as incident response and HOV compliance.

Our local approach, experience with similar projects, and long-term presence in the area will also support accurate pricing for future lifecycle optimizations and interventions, thereby further achieving best value for the State in our pricing development. We will detail these analyses in the Target Cost Plans at each Gateway.

In developing our O&M solution, AM Partners also looked at ways to maximize value to MDOT by leveraging our operations to expand our operating scope and providing long-term services to the State. Specifically, we will:

- > Provide an overlay and striping of the GP Lanes prior to the opening of the PML so that there is no difference in asset condition at PML opening
- > Provide general O&M for the GP Lanes during operations so that users benefit from a consistent experience and levels of service between the PML and GP Lanes

1.3.4. TRAFFIC AND REVENUE

AM Partners will leverage Transurban's unique position as the operator of the largest PML network in the region, which provides us with an unparalleled understanding of travel demand in the corridor, land use development patterns, and socio-economic and demographic factors impacting the area. As local residents, we have directly experienced the congestion and delays in the corridor for the last decade. Transurban has an in-house multi-disciplinary traffic team of 14 specialists, covering multiple forecasting approaches. Local staff and experience in areas of forecasting, operational assessments, analytics, behavior change, and econometrics provide dedicated and continuous end-to-end support.

During the RFP Stage, AM Partners developed a comprehensive bottom-up staffing and operating model (which will form a component of the Target Cost Plan) to provide robust preliminary pricing that considers the risks we will continue addressing during the Predevelopment Work Stage.

Our O&M estimates include detailed costing of all routine maintenance, renewal, and tolling for Phase South, consistent with MDOT's performance Key Performance Indicators (KPI) for the Project. Our preliminary O&M estimates reflect the assumptions provided in the following table:

KEY ITEM	ASSUMPTION
Annual Activities	We have budgeted dedicated staff and the required equipment, materials, and tools to focus on routine maintenance of the asset including pavement quality, sweeping and debris clean-up, drainage, landscaping, and other elements.
Competitive Pricing	We performed a bottom-up costing of the Electronic Toll and Traffic Management System (ETTMS) and Intelligent Transportation Systems (ITS) equipment to price operation and renewal costs. Our budget includes staff dedicated to maintaining the system, based on Transurban's local experience where it exceeds the License Plate and AVI read accuracy KPIs in Exhibit 6.
Winter Maintenance Approach	We studied snowfall events in the region and built an operating plan with winter maintenance scope, identifying the need for seasonal FTEs and snow plows to adhere to MDOT's KPIs. Our budget also includes salt and other de-icing agents based on local rates, as well as additional subcontracted support during major weather events to provide a safe, clear road in case events exceed our in-house capabilities.
Patrolling/ Incident Response	Our budget includes wreckers and Automated Incident Detection to identify and respond to incidents, including Wrecker Incident response time in less than 30 minutes. Our budget also includes incident response staff and supplemental towing budget for scalable support as needed.
Other Operating Assumptions	Our budget includes a facility, equipment and dedicated staff to provide 24/7 support for the PML Traffic and Toll Operations Center.

Transurban's regional strategic travel demand model, which has been refined over 10 years, is a "fit-for-purpose" forecasting tool that accurately estimates PML T&R potential. This travel demand model is the basis upon which several investment-grade T&R studies have been produced by Transurban for the PML projects they have developed and currently operate which is continuously improved with live data feed from the operational network.

We have conducted significant data collection to inform our T&R forecasts, including:

- Engaging Pritchett Steinbeck Group (PSG), an independent expert consultant, to review the MWCOG Round 9.1 land use forecast, and provide population and employment forecasts. These forecasts have been benchmarked against Woods & Poole, Moody's, and Oxford Economics projections.
- Engaging Accent as our consultant to design and implement a tailored survey to better understand the perceived value proposition, changes in expected travel behavior, willingness of users to pay tolls, the trip purpose mix, and familiarity with the concept of PML.
- Obtaining observed travel patterns within the corridor and the variation of the demand throughout the day from StreetLight, which maintains a travel database extracted from information provided by mobile carriers.
- Utilizing INRIX travel time data to understand the congestion levels in the corridor and the variations across time.

These consultants will continue to work with us during the Predevelopment Work Stage. As the model is updated, the outputs, assumptions, and impacts will be included in each Target Cost Plan. Our sophisticated and proven T&R model provides certainty in forecasts through business cycles, confidence in the availability of a revenue stream for transit commitments to the Project, and an ability to best identify and respond to changes in customer usage patterns to ensure reliable travel times. The early work will allow us to develop an investment-grade T&R report shortly after the Effective Date, which will be a critical path element for any TIFIA financing.

1.3.5. FINANCE

We have built a financial model that pairs Macquarie's expertise in demand-risk toll projects with Transurban's on-the-ground and operational knowledge of owning and closing multiple PML projects. The financial model allows us to run scenario analysis to assess key revenue, risk, design, financing, and operational assumptions and will be further developed during the Predevelopment Work Stage. An assumptions book and outputs summary will be included in each Target Cost Plan.

We have analyzed multiple forms of debt financing instruments including taxable and tax-exempt debt facilities. We expect that our financing structure will likely be a combination of TIFIA, PABs, and taxable debt, which provides abundant liquidity at an efficient overall cost of capital. We will continue to actively assess other forms of financing to maintain flexibility and redundancy in our financial plan.

We have considered three primary goals while developing an optimal capital structure:

- Deliver a robust, highly competitive capital structure
- Analyze and manage risk using the expertise, tools and financial instruments available to the consortium
- Develop a structure for secure execution and long-term stability

We have engaged JPMorgan's (JPM) transportation team to serve as lead underwriter for a portion of the Project's debt financing. JPM, a leader in developing the PML sector over the past decade, is providing constant market and pricing indications. We will competitively engage other underwriters for the remaining portion of the debt.

Our financial plan is flexible and will be adapted for each Section. We will maintain ongoing competitive tension across the whole capital stack and among providers of different financing sources. We will maintain ongoing competitive tension across the whole capital stack and among providers of different financing sources. Equity funding will come 60% from Transurban and 40% from Macquarie, each of whom have made multiple equity commitments for past projects of comparable size to the requirement for the Project.

FINANCING INNOVATION EXPERTISE

AM Partners has experience and relationships in these markets, having raised \$12B+ in financing for US toll roads in the past 10 years, including \$5B+ in TIFIA loans and \$4B+ in PABs. Our finance team is in continuous contact with lenders and closely monitors debt capital markets for pricing and credit benchmarks. We are confident we can deliver the most competitive pricing upon execution of the final structure.

We have undertaken a shadow rating process to determine an appropriate credit rating which has informed our debt pricing. We closely monitor current credit rating agency actions and implications that relate to the Project, which can quickly and nimbly be incorporated into our model, ensuring that the financial structure receives the investment-grade credit rating required for the TIFIA issuance and the desired pricing.

We understand that the proposed Predevelopment Work process will drive the financing timeline. AM Partners will engage early with the lending market and, more specifically, with TIFIA, to which first official outreach, with MDOT approval, will be done as soon as we are selected Preferred Proposer.

AM Partners' Equity Members are extremely confident in our ability to commit equity at competitive pricing throughout all economic and market cycles. This allows full flexibility and maximization of the Project value to MDOT from an efficient, open, collaborative and highly deliverable financial structure with speed and certainty of execution.

2. CLASS 1 ESTIMATES EXCAVATION AND MAINTENANCE OF TRAFFIC (MOT)

Please refer to *Appendix 3.2(c).3* for AM Partners’ sample estimates for Class 1 Excavation and Maintenance of Traffic. The Direct Cost Report presents a template used to break down direct costs for an activity, such as labor, equipment, material, trucking, small tools, and supplies. The Estimate Summary Costs, also located in *Appendix 3.2(c).3* is representative of the approach to applying indirect costs, D&C General Conditions, and the Contractor Markup Percentage associated with a specific direct cost item and other detailed costs used to develop a fully loaded cost. Due to our D&C Procurement approach, our final estimate documentation may vary from these examples as the procurement will result in a lump sum price.

3. SUBCONTRACTOR SELECTION PLAN

Our subcontractor approach maximizes value to the State by:

- > Maximizing competitive pricing by competitively procuring key cost elements for the Project such as the D&C Contractor and Tolling Integrator
- > Implementing a network approach to tolling and operations through performance of this scope by Transurban under an MSA, while benefiting from a best value trade-off analysis by competing a subcontracted versus a self-perform approach for select operations and the tolling scope
- > Providing more participation opportunities for Certified Firms

The following table describes our subcontractor strategy:

SERVICE	STRATEGY	APPROACH TO COMPETITIVE PRICING OF SUBCONTRACTORS
Predevelop. Work	Primarily self-perform Subcontracting of field investigation work	Competitively bid out scope items, with quotes from at least two pre-vetted suppliers
D&C Work	Subcontract under one or more D&C packages across Phase South	Competitive D&C procurement process (<i>see Section 3.1</i>)
Tolling Integration	Tolling integration self-performed by Transurban under MSA with AM Partners	Competitive procurement, quotes from at least three pre-vetted suppliers
Tolling Operations and O&M	Primarily self-perform by Transurban under MSA Subcontract limited scope such as supplemental winter maintenance and roadside ETTMS if value accretive to the State	Best value trade-off analysis between self-perform and subcontracting models for key scope items Competitive procurement of subcontracted scope with quotes from at least two pre-vetted suppliers

3.1. D&C CONTRACTOR PROCUREMENT APPROACH

AM Partners will run a competitive all-in procurement for the D&C Work for Phase South that will ensure competitive pricing from quality contractors and maximize value for the Section D&C Work. AM Partners’ Lead Project Developer members, **Transurban and Macquarie, have successfully competitively tendered over \$2.5B of D&C works across the US in the last three years alone.**

Our approach compounds the benefits of the MDOT’s Phase Developer competition by running additional competitions for the D&C Contractor(s).

This alignment puts MDOT and AM Partners on the same side of the table when negotiating with prospective D&C Contractors, and ensures that both parties benefit from this competitive process by:

- > Creating alignment of interests, avoiding conflicts associated with contractor-owned equity, focused on capturing short-term value
- > Benefiting from the competitive tension inherent in running a D&C Procurement which will drive competitive pricing across all levels—from the prime contractor to the smallest subcontractors and vendors; this value capture cannot be similarly achieved through an open book process
- > Ensuring that MDOT has an opportunity to provide input and observe the competitive, transparent procurement process
- > Advancing our current design and performing site investigation and de-risking, thereby reducing risk contingency in the D&C price
- > Benefiting from the additional innovations brought by D&C bidders through an Alternative Technical Concept (ATC) process
- > Utilizing and updating our internal D&C pricing estimates, which will allow MDOT and AM Partners to validate ATCs and technical trade-offs from the D&C bidders
- > Enabling flexibility in the Section P3 Agreement back-to-back contracting structure by allowing us to evaluate where delivery and/or interface risk retention at equity, rather than at a D&C Contractor level, may deliver the best value

On the 395 Express Lanes Project, Transurban retained as an equity risk the potential for scope growth in sound-wall quantities as the final Noise Analysis Report was completed. This aligned public and private partners with community needs and relieved risk for the D&C Contractor, allowing for reduced contingencies in the D&C price.

SUCCESSFUL DESIGN PROGRESSION

On the \$1.1B A9 highway project in the Netherlands, Macquarie developed and progressed the design without a contractor. Macquarie led the bidding process throughout all stages, actively negotiated with project stakeholders and their advisors, and advanced the design and cost estimation framework to select a D&C contractor at the best and final offer stage.



3.1.1. D&C PROCUREMENT STRUCTURE, GOVERNANCE, AND RESPONSIBILITY

We will deliver all of Phase South under a single Section P3 Agreement, executing Phase South A and B as one or more D&C Work packages wrapped by the Section Developer. This approach is to allow maximum flexibility and mitigate any procurement risks by appropriately sizing the D&C scope for each package and ensuring maximum competition. We anticipate competing two D&C packages through an open-market solicitation, as described in Exhibit 6 Section 1.20.6, will maximize deliverability and price competitiveness.

AM Partners has conducted a market sounding to ascertain the level of interest in the contracting community to respond to a D&C Procurement for the Project. We have found strong interest among a number of Tier 1 contractors, as well as local subcontractors, and have reconfirmed that sufficient competition exists to support a robust competitive process. Given AM Partners' proposed sectioning, a number of Tier 1 contractors could join forces with smaller, local, licensed entities and therefore provide enhanced local participation and mitigate exposure to a single balance sheet for the delivery of the Project. We have received a number of letters of interest (LOI). (See *Appendix 3.2(a)(4)* for copies.)

Upon selection as Preferred Proposer, AM Partners will run a competitive selection process, allowing bidders to provide statements of qualification for either D&C packages or both D&C packages consolidated. Based on responses received, AM Partners will either proceed with running two parallel D&C Procurements or structure a single D&C Procurement process, should the latter create greater value and certainty to all parties. Given the inherent benefit of looking to the selected D&C contractor for I-495 NEXT when announced, AM Partners will also evaluate the benefits of leveraging any already deployed contractor as part of its delivery solution, if material value can be created through a smooth interface and construction schedule savings.

AM Partners will lead and manage all procurement processes and activities for Phase South in consultation with MDOT, who we understand from discussions to date will act primarily as an observer. Our Phase Developer Project Manager will be the main point of contact for MDOT representatives regarding the process. We are committed to a fair, equitable procurement process and will implement a number of governance and probity protocols for the procurement to ensure that any potential conflicts that may arise from its existing contracts related to the Project are identified and mitigated. These initiatives will include the engagement of a probity advisor and the formation of the AM Partners Procurement Committee to consider Section procurement documents, processes, and decisions.

We will establish a Procurement Committee to oversee the competitive procurement to monitor probity and conflict of interest matters; provide advice, support, guidance, and oversight of the procurement activities; and monitor progress of the procurement process and key stakeholder developments and involvement.

AM Partners' D&C procurement team, comprising technical and commercial experts and led by a Section Procurement Coordinator, will be responsible for managing the D&C Procurement process, with overall leadership and oversight provided by the D&C Coordinator and the Phase Developer Project Manager. Please refer to *Appendix 3.2(c).5* for roles and responsibilities for key personnel who will be responsible for the D&C Procurement.

3.1.2. D&C RFQ STAGE

Shortly after selection as Preferred Proposer, AM Partners will invite interested, qualified entities (which may include consortia) to submit a response to our RFQ to undertake the Section D&C Work. The objective of the RFQ process is to identify, through clear evaluation criteria, a shortlist of a maximum number of bidders that are the most qualified to submit proposals for the D&C Contract(s). Upon receipt of the qualifications, AM Partners will present an evaluation report and recommendations for the shortlist to the State representatives for concurrence shortly after the Effective Date.

AM Partners has already prepared an RFQ, drawing on documents used in other regional procurements Transurban has successfully managed, setting out the relevant information concerning the Project, the returnable schedule requirements, and the RFQ evaluation process that will be adopted by AM Partners to determine its shortlist of D&C bidders. The RFQ will also provide minimum requirements for the D&C Contractor as pass-fail criteria as well as ranking criteria upon which a selection of a shortlist will be based, including management of Conflicts of Interest; organizational accreditation; Project understanding; company and nominated individual experience and capability; and financial capability. *Appendix 3.2(c).5* provides additional RFQ process details.

3.1.3. D&C RFP AND APPROVAL STAGE

Shortly after releasing the first draft of the MDOT Technical Provisions and MDOT's approval of the proposed RFP Documentation, AM Partners will invite the shortlisted bidders to participate in the RFP for the delivery of the Section D&C Work. During the D&C RFP process, we will engage with the D&C bidders to promote innovation and provide the opportunity and flexibility to maximize value outcomes to the State.

AM Partners will hold regular interactive sessions with the D&C shortlisted bidders to discuss various aspects of each proposal and test ideas and concepts. The interactive tender workshops will be run in accordance with the interactive process guidelines, which will be included in the RFP documentation, and expected to be scheduled every three weeks. The probity advisor will be present at each of these workshops.

Parallel to the D&C Procurement, AM Partners will continue advancing design and de-risking key Project elements as outlined in *Section 1.3*. As we progress these activities, we will use addenda to the D&C RFP documentation to incorporate all relevant additional information into the bidding process.

This process will culminate in a best-value selection of the preferred D&C Contractor solution in the first quarter of 2022, providing us ample time to finalize the D&C commercial agreements ahead of the Committed Section Proposal Milestone Deadline in May 2022.

Based on our D&C procurement experience, we expect the D&C Procurement Stage to last four to six months. This timing is consistent with the expected timeframe to develop the D&C Costing Model that may be required by the Federal Highway Administration (FHWA) prior to the Committed Section Proposal submission. The D&C Procurement approach will also allow AM Partners to obtain all governmental approvals within the same timeframe as a self-performed approach, including BPW approval prior to execution of the Section P3 Agreement and FHWA Major Project-Project Management Plan and Financial Plan approval at the date of request of federal funds. *Appendix 3.2(c).5* provides a summary of the D&C RFP process.

The evaluation of submissions will be in accordance with the evaluation plans prepared for the RFQ and RFP Stages. These evaluation plans will detail the methodology, process, and selection criteria. The D&C Procurement Coordinator will facilitate the evaluation process.

Broadly, the evaluation framework for the RFP will be:

BEST VALUE EVALUATION

Price Evaluation using a risk-adjusted price for comparative purposes

Non-Price Evaluation considering acceptance of the proposed commercial risk allocation and resulting equity gap risk; methodology and program; integrated design and optimized technical solutions; capability and capacity; sustainability; and local workforce, Certified Firms, and community engagement

A Selection Panel will be established to review and evaluate the submissions in both the RFQ and RFP Stage, comprised of at least the following representatives: Phase Developer Project Manager, Construction Project Manager, Design Project Manager, Lead Finance Manager, Commercial Manager, and an MDOT representative as an observer.

3.2. TOLL SYSTEMS INTEGRATOR AND TOLLING OPERATOR SELECTION APPROACH

AM Partners' Toll Systems Integration will be self-performed by Transurban under an MSA with AM Partners, with ETMS construction and maintenance that may be subcontracted to a third party. The Tolling Operations and Section Developer management will be provided by Transurban under the same MSA with AM Partners during operations of Phase South. This approach will provide consistency, interoperability, and value to the State in addition to synergies with the adjacent Transurban's Express Lanes network.

Transurban, with our Digital Innovation Partner, Cavnue, will develop a Digital Master Plan (DMP), outlining a subcontracting process focusing on contractors' ability to deliver value and certainty as it relates to ETMS construction, maintenance, and meeting performance guarantees and availability standards.

Transurban has successfully procured and worked with world-class toll system integrators on their PML network and maintains strong relationships with Kapsch, Indra, and Raytheon, all of whom would be strong subcontractors for the Project.

AM Partners will work with MDOT during the Predevelopment Work Stage to assess if additional specific and targeted tolling or operations scope may be subcontracted to provide additional value to the State.

AM Partners will only subcontract a portion of the scope after performing a detailed cost-benefit analysis that identifies benefit over self-performance. Our robust subcontracting process requires bids from at least two contractors before determining if it is advantageous to subcontract a part of the scope and selecting a preferred contractor. Transurban maintains an internal asset database with pricing data to validate any subcontractor pricing and strives to develop strong relationships with local contractors, fostering collaboration, innovation, and continuous improvement for the long-term benefit of all Project stakeholders. This analysis will form part of the Target Cost Plan and be included in the O&M Costing Model.

4. DEVELOPING, TESTING AND IMPLEMENTING A TOLLING STRATEGY

AM Partners' tolling strategy will provide fair pricing and dynamic tolls that can easily be adjusted, can support discounts via pricing modifiers, and will ensure transparency for ease of verification of tolling policies via a digital dashboard. This strategy will be supported by a robust enforcement process to ensure equitable and fair use along the corridor. Our unique understanding of the corridor and the region, combined with our proven track record tolling the largest adjacent PML network, allows us to deliver a next generation tolling strategy that maximizes value to the State and the customers of the PML and the GP Lanes.

We will develop the DMP in consultation with MDOT during the Predevelopment Work Stage that will form the roadmap for the delivery of the first fully digitized roadway in the world. A key component of that digitized future is our proposed ETTMS solution. A digitized asset will improve the safety of the Project, provide for more efficient operations, and provide a more equitable transportation future. The DMP will also provide the framework for leveraging an Innovation Alliance as part of our commitment to identifying, piloting, and implementing new and emerging technologies in partnership with Maryland.

The DMP will outline a holistic interoperable approach to integrate all functional roadway, tolling, transit, communications and reporting platforms into a digital ecosystem.



The foundational element of this ecosystem is the Digital Twin, which is a central tool with enormous potential to store, visualize, and analyze real-time asset, traffic, third-party, and tolling data and to feed insights and recommendations to the functional roadway systems. Our DMP will be a "living plan" that will be regularly refreshed throughout the Project lifecycle to ensure continued modernization of the roadway's core technologies and realization of digitally-enabled benefits, including the accelerated and efficient operation of CAV.

4.1. REGIONAL APPROACH

We will leverage Transurban's experience developing, implementing, and operating ETTMS on its PML network in Virginia that consistently manages capacity via its dynamic pricing algorithm, to deliver the next generation ETTMS on the Project. AM Partners will develop a tolling strategy that is tailored and fine-tuned for the specificity of the Project, while benefiting from a proven foundation and providing seamless transition to I-495 NEXT given Transurban's role across the Potomac River. This will also allow for an improved customer experience across networks and will lower tolls for Marylanders by as much as 10 to 15% when traveling long-distance across both systems.

Our comprehensive and adaptable ETTMS system considers the Project's network and a broader regional network by including overall traffic demand and travel patterns. It seamlessly incorporates existing PML and any new PML, such as the ones delivered as part of the P3 Program, to determine real-time dynamic tolls based on prevailing traffic conditions to provide customers the highest value regarding travel time and reliability across the network.

4.2. DYNAMIC PRICING

The ITS that covers the PML and GP Lanes will collect data at optimal time intervals, based on current traffic conditions in the entire corridor. The data collected will include traffic volumes, traveling speeds, traffic queue lengths at exit ramps, traffic volumes, and traveling speeds for the GP Lanes. It will be augmented by off-asset data that influences traffic conditions including, but not limited to, weather, ancillary accidents, road traffic and conditions, major events, and holidays.

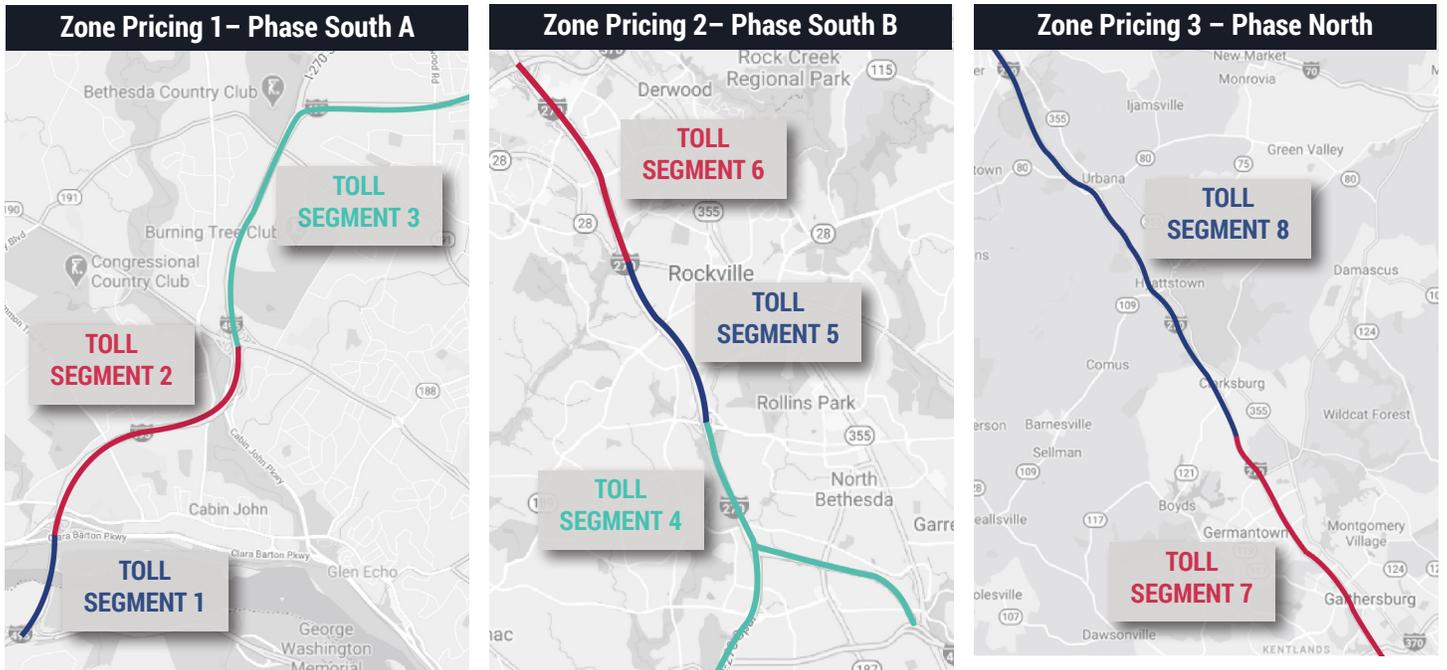
This data will be aggregated, synthesized, and processed using Transurban's dynamic tolling ecosystem. At the heart of that ecosystem is Transurban's proprietary dynamic tolling algorithm. The tolling algorithm uses machine learning to continuously improve and optimize dynamic pricing and inform the tolling strategy. In addition to running multiple, concurrent algorithms on Transurban's next Generation Back Office System (nBOS), we will continually optimize the tolling solution to remove any risk related to toll-rate changes and ensure a positive customer experience.

The toll rates produced by the tolling algorithm vary based on current traffic conditions to keep traffic moving above the desired speed threshold. Toll rates will be based on the prevailing zone tolls at the time of PML entry and PML entry and exit points, as such:

Zone Pricing	PML customers will be provided guaranteed toll prices within a defined zone. Drivers will be provided toll pricing for the next zone, with the option to exit or continue traveling. We contemplate three pricing zones that will be further refined during the Predevelopment Work Stage. Transitioning from one zone to another will be seamless and at free-flow conditions.
Segment Pricing	To capture usage variations and performance along the PML, each zone will have consecutive pricing segments that are continuous stretches of road with unchanging traffic volume. Based on prevailing traffic conditions, toll rates are determined for each pricing segment. Prices paid will be based on the distance traveled and determined as the sum of the tolls for each pricing segment. We anticipate the Project will have eight pricing segments in both directions, each with designated entrance and exit locations.
Origin-Destination (O-D) Pricing	Tolls for each O-D can be determined as the sum of pricing segments between a PML entrance and exit, which allows for flexible pricing that can be adjusted to meet any goal.
Toll rates, multipliers, and discounts	Toll rates will be set based on the ranges and operational metrics set by MDTA Board. The ETTMS will distinguish vehicles based on occupancy and vehicle class, for which toll discounts and multipliers will be set in accordance with MDTA's Tolling Service Agreement.

Once toll rates are established, the rates can change up to every three minutes based on prevailing traffic and will be available via an API that will allow the toll rates to be posted to the Dynamic Message Sign (DMS), our digital dashboard, MyCommute, and other third-party platforms, including mapping solutions. This availability and transparency of toll rates will allow customers to optimize their travel decisions and plan their trips by factoring in their most important criteria including cost, travel time, and carbon impact. **Figure 4** shows the proposed pricing zone and tolling segments for Phase South and Phase North.

Figure 4 // Zones and Tolling Segments



4.3. GANTRY LOCATIONS

AM Partners anticipates 18 toll gantries along the Phase South corridor, nine in each direction. The gantry system will be designed to ensure every movement on the Project is captured and to provide sufficient flexibility for setting toll rates.

AM Partners will have the flexibility to use different gantry equipment and technologies. Transurban has successfully delivered this level of integration between the 95 and 395 Express Lanes projects, yielding savings of \$5M on the 395 project while having no customer impacting issues post start of operations. This flexibility will provide an optimized solution that will reduce cost and improve service. AM Partners will continue to innovate, working with Maryland to identify and run proof of concepts and include emerging technologies into the Project that add value. We have already identified opportunities to reduce future gantry costs by 50%.

4.4. NEXT GENERATION BACK OFFICE SYSTEM

The ETMS will use Transurban’s nBOS, which will have been in operation for over half a decade once the Project starts its operations. nBOS will provide the advantages of a micro-services-based platform running on Amazon Web Services (AWS) and will follow industry best practices for protection/ encryption of information and data access. nBOS allows AM

Partners to simulate the road configuration, vehicle mix, and tolling algorithm to test the data collection technology and PML performance well before deploying, as well as to optimize and validate our tolling strategy and toll rate ranges. This approach will allow AM Partners to deliver additional segments and phases 75% percent faster and with operational cost savings of over 15%. Additionally, nBOS does not require major maintenance, which means that AM Partners can deliver a back office with zero lifecycle costs.

nBOS is scalable across all Project segments at a minimal cost. Based on its API-based architecture, nBOS can easily process third-party data and integrate with other API-based platforms like mapping services to optimize travel through the corridor. Combined with our dynamic tolling algorithm, the nBOS pricing service will simulate multiple pricing models using real-time data to avoid out-of-range toll rates that can negatively impact service. This will ensure commonality of operations, a key factor to customer satisfaction.

The API-based nature of the nBOS will also enable us to easily integrate with MDTA to exchange tolling data, respond to change, and integrate emerging technologies.

4.5. ETMS DESIGN, INTEGRATION AND MONITORING

Transurban will self-perform the ETMS integration, leveraging its experience as systems integrator on the 395 Express Lanes and the Fredericksburg Extension projects, where the tolling strategy was developed, tested, and implemented. This approach was used in 2019 as part of 395, the only P3 road project to open on time and on budget in the US.

The ETMS will be purposely designed by Transurban for the Project to be reliable, customer-centric, and to support management of operations through the collection cycle. Automated processes will be overlaid with manual quality assurance measures, including review of potentially problematic tolls to allow correction prior to trip posting, ensuring no errors with trip transactions sent for MDTA customer billing. Regular system audits will ensure all internal, external, and vendor Service Level Agreements (SLA) are met. These automated and manual quality control functions have been operating successfully on Transurban's PML network and will be deployed on the Project from start of operations.

The ETMS will be interoperable with MDOT systems via its API-based architecture to provide the information needed from the Project, including video feeds, sensor data, traveling speeds, traffic flows, and incident information to support MDOT's existing traffic management approach for the region and synchronize communication with travelers of the broader network. This information will be available through our digital dashboard to allow Maryland to access critical information on-demand and, where appropriate, to third parties via our API-based architecture. This will provide Maryland with unprecedented data transparency from delivery through to end of concession.

The ETMS will include a proactive monitoring and security solution integrated with the Digital Twin to maximize the performance of each critical tolling component, ensure tolls are accurately set and collected, and maintain the asset integrity at all times. Our operational policies and procedures will also allow continuous data capture, automatic system performance reporting, and quick adjustment to ensure performance measure compliance.

AM Partners will use this data to drive population of digital dashboards to enhance real time transparency. This information will also be available via our digital dashboard, which will consolidate and share data with other regional toll operators and Maryland.

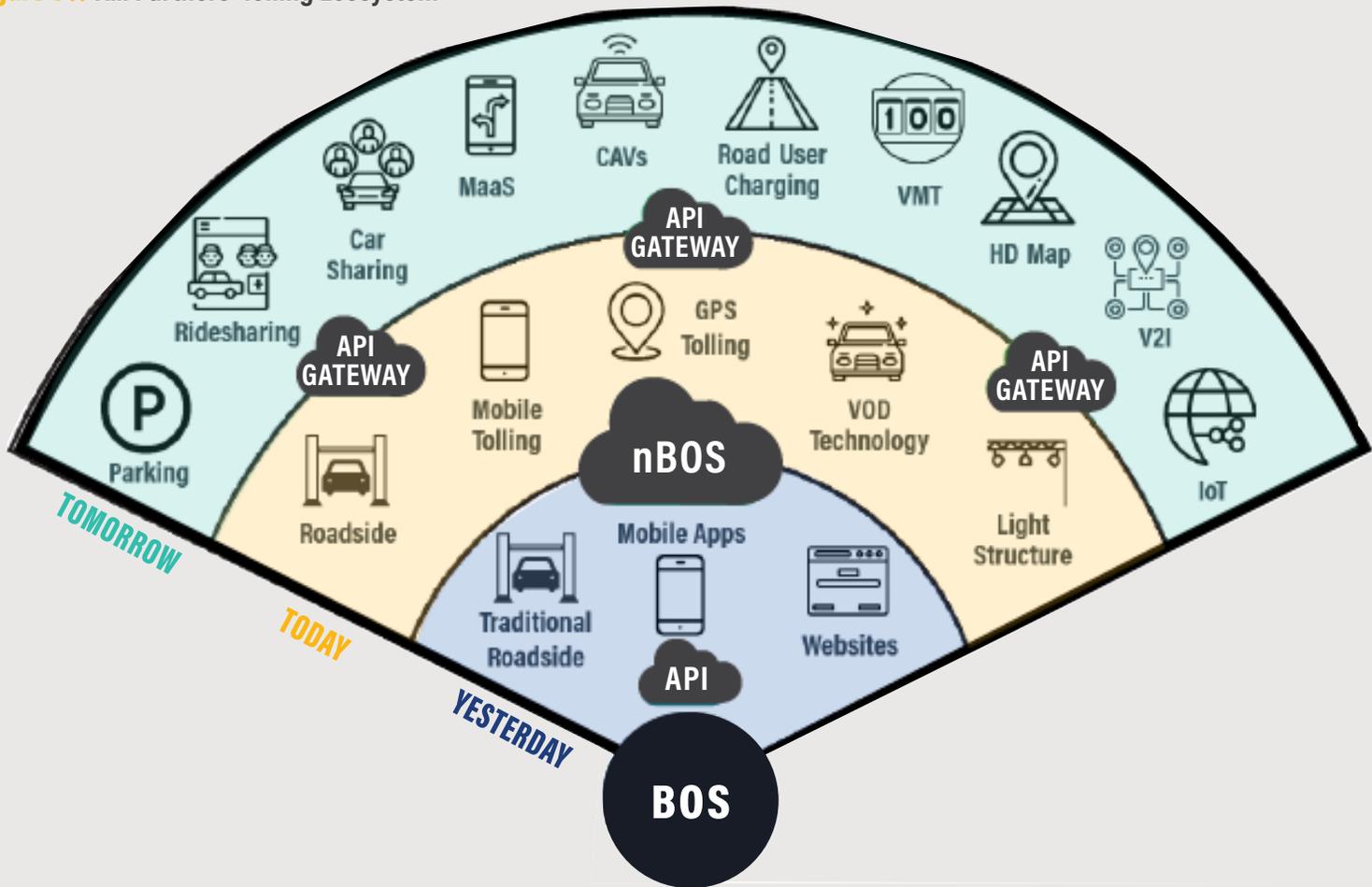


Figure 5 // Digital dashboard rendering

4.6. TOLLING COLLECTION APPROACH

AM Partners' tolling solution will rely on a multi-channel tolling collection approach that combines traditional transponder-based tolling with alternate IAG-compliant tolling methods, including various digital solutions (GoToll or MyCommute) and Vehicle-to-Infrastructure (V2I) alternatives. This will inform PML pricing, maximize revenue capture, create better congestion relief, and improve customer experience. AM Partners' ecosystem, depicted on the next page in **Figure 6**, is designed to deliver lower maintenance costs, lower disruptions to travelers, and more accurate billing for the highest level of net revenue capture. In addition, the ecosystem is architected to flexibly integrate new and emerging technologies in a low cost, low risk manner. These benefits will be immediately evident as AM Partners will run several proofs-of-concept during the Predevelopment Work Stage to test solutions on real assets to validate performance. The support for new and innovative technologies will continue during the life of the Project and we will leverage this innovation framework to deliver a solution as we transition from traditional tolling to image and to V2I-based technologies that will become more prevalent as CAV penetration increases.

Figure 6 // AM Partners' Tolling Ecosystem



4.6.1. ENFORCEMENT AND HOV COMPLIANCE MEASURES

As a trusted operator in the region, AM Partners understands the importance of enforcement and HOV compliance. The ETMS will be designed and implemented to support traditional legal enforcement while allowing for innovation of an HOV compliance regime that promotes an equitable corridor transportation model.

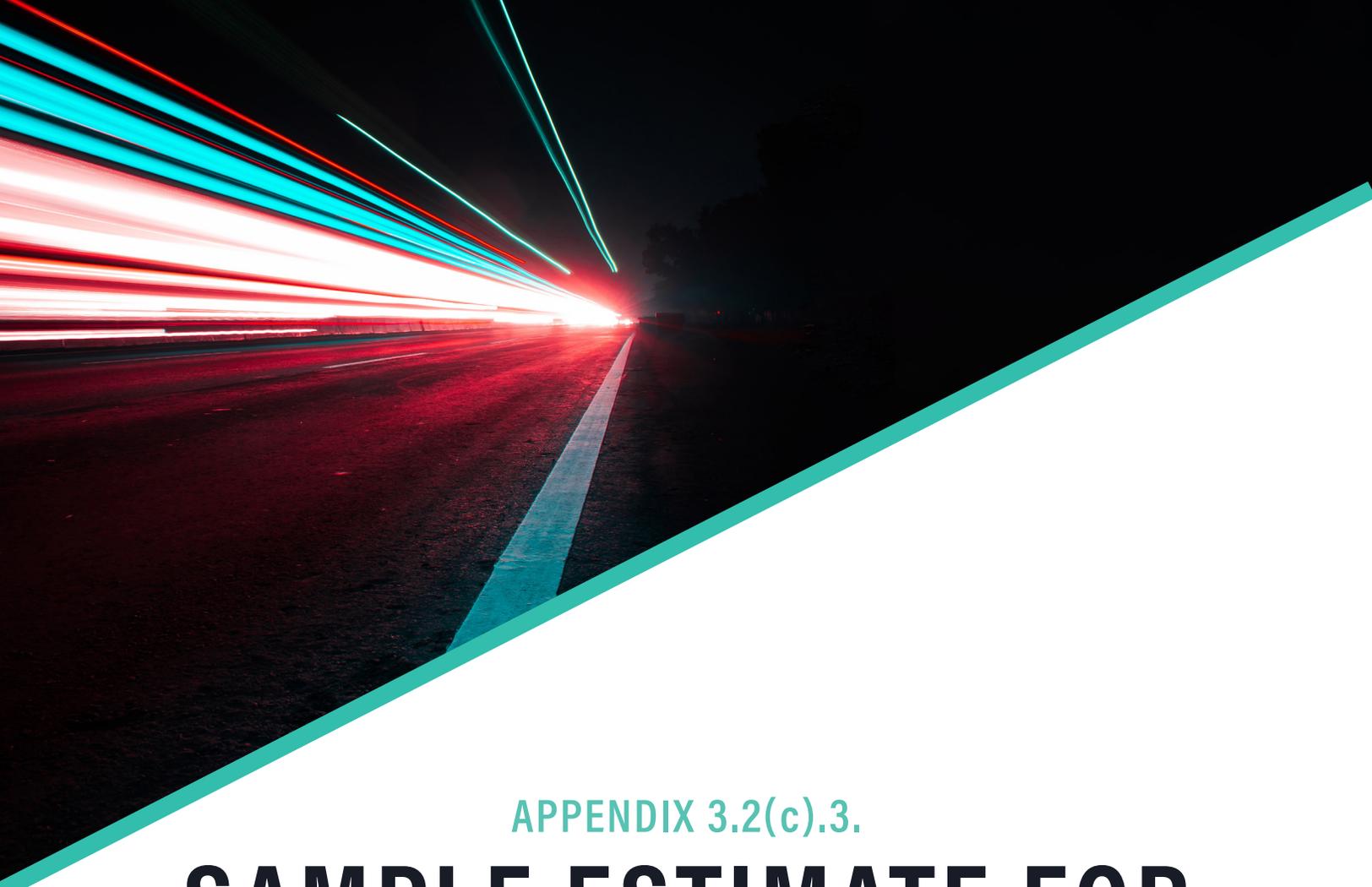
As part of our tolling collection approach AM Partners will provide traditional law enforcement at gantry locations per the requirements of Exhibit 6, supplemented by a robust community outreach program. AM Partners will partner with MDOT to develop an HOV compliance program that provides for the fair use of the PMLs that takes into account potential new policy development and emerging application and connected vehicle technologies. This opportunity could capture up to \$500M in revenue that would otherwise be lost if HOV non-compliance is not addressed in a forward-looking manner.

DEFINITIONS AND ABBREVIATIONS

TERM	MEANING
Accelerate Maryland Partners	Accelerate Maryland Partners LLC
ADA	American Disability Act
ALB	American Legion Bridge
AM Partners	Accelerate Maryland Partners or the Proposer
ARDS	Alternatives Retained for Detailed Study
ATC	Alternative Technical Concept used during our D&C procurement
AWS	Amazon Web Services
BOQ	Bill of Quantity
CAV	Connected Automated Vehicle
Cavnue	Digital Innovation Partner
CDE	Common Data Environment
Certified Firms	MDOT-certified small, minority, disadvantaged, women, and veteran-owned local businesses
D&C	Design and Construction
D&C Work	As defined in the Section P3 Agreement Term Sheet
DEIS	Draft Environmental Impact Statement
Developers	Transurban and Macquarie
DMP	Digital Master Plan
DMS	Dynamic Message Sign
EA	NEPA Environmental Assessment
EDMS	Electronic Document Management System
Effective Date	The date that MDOT, MDTA and the Phase Developer sign the Phase P3 Agreement following the satisfaction or waiver of all conditions precedent of this agreement
Equity Member	Transurban and Macquarie
ETTMS	Electronic Toll and Traffic Management System
FHWA	Federal Highway Administration
GP Lanes	General Purpose Lanes
HOV	High Occupancy Vehicles
IDP	Innovative Dialogue Process
ITP	Volume I – Instructions to Proposers of the Request for Proposals for Phase 1 of the I-495 & I-270 Public-Private Partnership Program through a Phase Public-Private Partnership Agreement
ITS	Intelligent Transportation Systems
JPM	JPMorgan Chase & Co.
KPI	Key Performance Indicators
LOD	Limits of Disturbance
LOI	Letter of Interest
LOS	Level of Service
Macquarie	Macquarie Infrastructure Development LLC
Macquarie Capital	Macquarie Capital (USA) Inc., AM Partners Financial Advisor
MDOT	Maryland Department of Transportation, a principal department of the State including the State Highway Administration
MDTA	Maryland Transportation Authority, an agency of the State
MS4 Permit Program	Municipal Separate Storm Sewer System Permit Program
MSA	Master Service Agreement
NB	North Bound

TERM	MEANING
nBOS	Transurban's next Generation Back Office
NCHRP	National Cooperative Highway Research Program
NEPA	National Environmental Policy Act of 1969, a federal environmental law that established processes to evaluate the need and benefits of a federal action and potential environmental impacts arising from the action
O&M	Operations and Maintenance
O&M Work	As defined in the Section P3 Agreement Term Sheet
P3 Program	I-495 & I-270 Public-Private Partnership Program as defined in the ITP
PABs	Private Activity Bonds
PEP	Predevelopment Work Execution Plan
Phase 1	The Project
Phase Developer	Accelerate Maryland Partners LLC
PLA	Project Labor Agreement
PML	Priced Managed Lane
Predevelopment Work	As defined in the Phase P3 Agreement
Predevelopment Work Stage	The period starting from the Effective Date to the Financial Close of the last Section of the Project
Preferred Proposer	The Proposer selected to become the Phase Developer by MDTOT
Project	Phase 1 of the P3 Program
Project Stages	The Predevelopment Work Stage, and the Section Work Stage for each Section of the Project
PSG	Pritchett Steinbeck Group
RFP	Request for Proposal
RFP Stage	The period starting from 24 July 2020 up to the selection of the Preferred Proposer
RFQ	Request for Qualification
ROW	Right of Way
Section D&C Contractor	The D&C Contractor as defined in the Phase P3 Agreement for a particular Section
Section D&C Bidders	The Design & Construction contractors that will participate to the competitive procurement managed by AM Partners to become the D&C Contractor for a Section
Section Work	As defined in the Phase P3 Agreement
Section Work Stage	The period starting from Financial Close of the Section P3 Agreement for a Section until expiry of the term for this Agreement, which will cover the design, construction, operations, and maintenance stages of each Section
SLA	Service Level Agreement
State	The State of Maryland, acting by and through MDTA and MDTOT
SWM	Stormwater Management
T&R	Traffic and Revenue
TIFIA	Transportation Infrastructure Finance and Innovation Act
Toll Systems Integrator	Any entity that may be engaged by a Section Developer to take primary responsibility for the design, construction, integration, supply, or testing of the toll system for the relevant section of Phase 1. This entity may be the same as the Toll Systems Operator.
Toll Systems Operator	Any entity that may be engaged by a Section Developer to take primary responsibility for the operation or maintenance of the toll system for the relevant section of Phase 1. This entity may be the same as the Toll Systems Integrator.
Transurban	Transurban (USA) Operations Inc.
TWG	Technical Work Group
V2I	Vehicle-to-Infrastructure

Other than the terms defined in the above table, all terms and abbreviations used in AM Partners' response have the meaning given to these terms and abbreviations in the Instruction to Proposers, the Phase P3 Agreement or the Section P3 Agreement Term Sheet.



APPENDIX 3.2(c).3.

SAMPLE ESTIMATE FOR CLASS 1 EXCAVATION



APPENDIX 3.2(c).5.

D&C PROCUREMENT PROCESS

ADDITIONAL MATERIALS

KEY PERSONNEL ROLES AND RESPONSIBILITIES

Responsibilities and roles of key personnel involved in the Section 1 procurement are detailed in the table below.

ROLE	PRIMARY RESPONSIBILITIES
Phase Developer Project Manager	<ul style="list-style-type: none">• Provides management leadership and oversight across all procurement activities, liaises with and reports progress to the AM Partners Board, and maintains relationships with key stakeholders• Is the escalation point for decisions and issues beyond the authority of the procurement team• Is a member of the Section Selection Panel• Plays an active role in evaluation of the financial and commercial elements of each procurement process• Oversees the activities of the Commercial Manager
D&C Coordinator	<ul style="list-style-type: none">• Acts as primary interface between design and construction workstreams during incorporation of bridging documents for the D&C Procurement• Ensures constructability considerations are included in the bridging documents during the design process and accounted for across all design disciplines• Understands and considers implications of D&C bidders' ATC with respect to the Section Technical Requirements and overall goals of the Project• Reviews D&C bidders' requests for additional field data and coordinates such work, should the request be approved
D&C Procurement Coordinator	<ul style="list-style-type: none">• Coordinates and manages the overall sub-sections procurement phase• Prepares the procurement documents and manages the RFQ and RFP processes• Provides reports to the Selection Panel• Develops the Evaluation Reports from the D&C Procurement process• Oversees the production of the Committed Section Proposals
Construction Project Manager	<ul style="list-style-type: none">• Takes responsibility for technical documentation in relation to the Sub-Section D&C contract and technical evaluation of D&C proposals• In conjunction with MDOT, reviews and finalizes technical documentation for the Section P3 Agreement and future D&C Contract
Commercial Manager	<ul style="list-style-type: none">• Establishes suitable financial arrangements and documentation to support Section• Plays a lead role in the production of all commercial documentation and resolution of associated issues in support of the sub-section contracting process• Assists in evaluation of financial and commercial elements of the RFQ and RFP submissions for the D&C Procurement

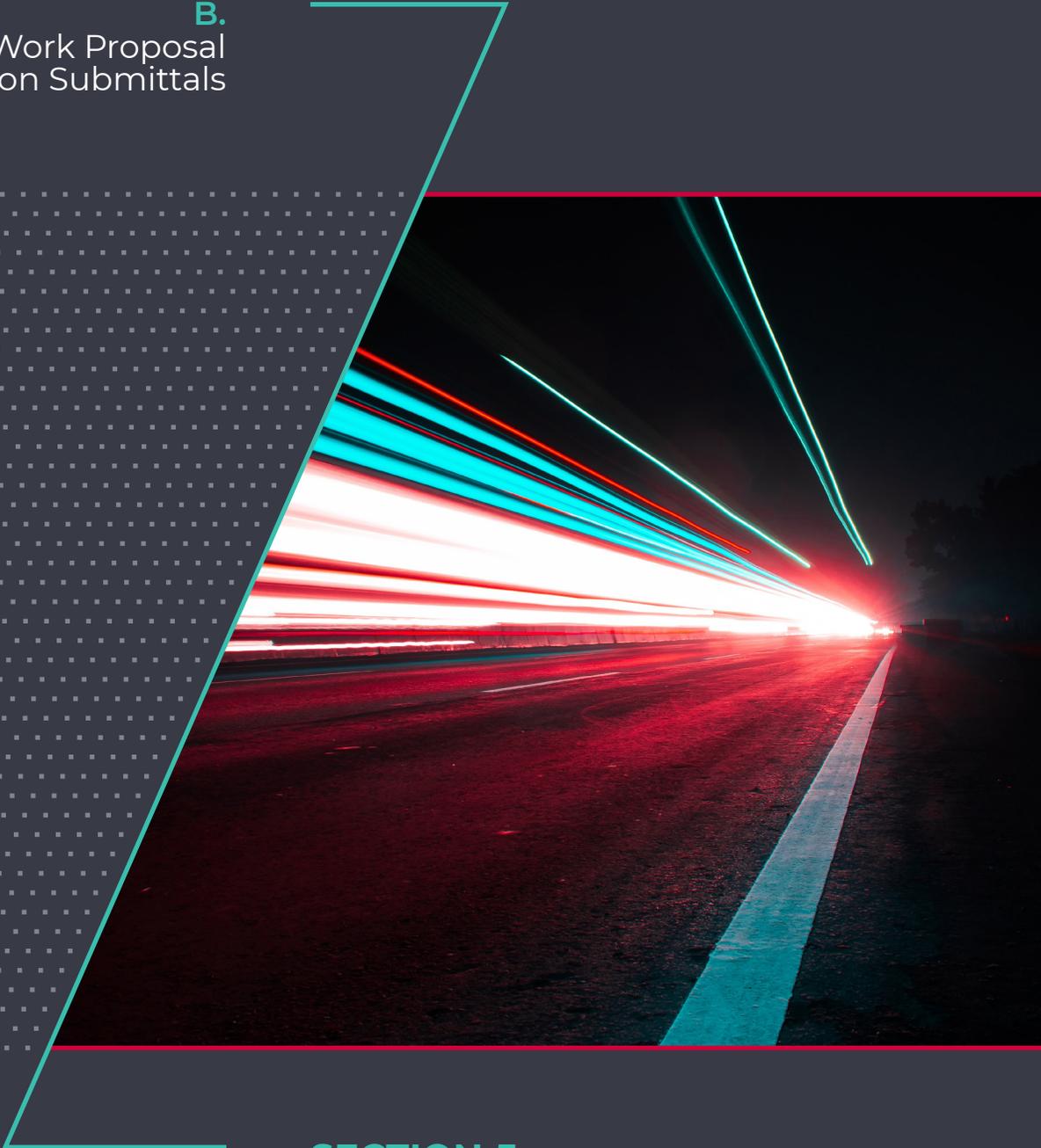
D&C PROCUREMENT - RFQ PROCESS

STAGE	PROCESS
RFQ Stage Tender	<ul style="list-style-type: none"> RFQ announced via AM Partners website Bidder's Registration of Interest for access to data room and attendance at Industry Briefing Industry Briefing RFQ issued to market – access via data room RFQ Q&A responses via dataroom RFQ submissions received
RFQ Stage Assessment	<ul style="list-style-type: none"> Collate all RFQ submissions RFQ submissions issued to Selection Panel Relevant sections issued to technical team for review Technical team prepares technical responses Evaluation Teams prepare Evaluation Reports Financial due diligence Conformance and completeness check and Evaluation Report completed
RFQ Stage Shortlist // AM Partners Approval	<ul style="list-style-type: none"> Selection Panel presents consolidated Evaluation Report to AM Partners Procurement Committee AM Partners Procurement Committee reviews Evaluation Report and provides a recommendation to the AM Partners Board AM Partners Board approves shortlist
RFQ Stage Shortlist // State Approval	<ul style="list-style-type: none"> Present Evaluation Report and AM Partners approval of shortlist to State representatives State representatives review Evaluation Report/recommendation Shortlist provided to MDOT and announced

D&C PROCUREMENT - RFP PROCESS

STAGE	PROCESS
RFP Stage Interactive workshops & tender submissions	<ul style="list-style-type: none"> Release RFP to shortlist RFP Q&A via data room Interactive tender workshop with D&C bidders – Technical & Commercial Alternative Technical Concept Submissions and Work Sessions Financier due diligence and commercial discussions RFP submissions received
RFP Stage Assessment	<ul style="list-style-type: none"> Collate all RFP submissions RFP submissions issued to Selection Panel Relevant sections issued to Technical team for review and prepare technical responses Selection Panel prepares Selection Panel Report Evaluation Report results collated into a report for AM Partners Board Approval
AM Partners Approval of Preferred D&C Bidder	<ul style="list-style-type: none"> Selection Panel presents consolidated Evaluation Report to Procurement Committee Procurement Committee reviews Evaluation Report and provides a recommendation to the AM Partners Board Preferred D&C bidder approved by AM Partners Board
Final Approval of Preferred D&C Bidder	<ul style="list-style-type: none"> Final D&C Negotiations Confirm all-in price Present total project proposal and costs Announce preferred D&C bidder Contract finalization Incorporation of fixed price, date-certain D&C delivery plan into Committed Section Proposal

B.
Predevelopment Work Proposal
Evaluation Submittals



SECTION 5.

Opportunity
MDOT/Community
Benefits

OPPORTUNITY MDOT AND COMMUNITY BENEFITS

The Project is a once-in-a-generation investment for the State of Maryland that will deliver transformational traffic relief and potentially life-changing career and economic opportunities for local residents and businesses. Accelerate Maryland Partners (AM Partners) understands the goals of Opportunity MDOT, has executed similar programs, and commits to exceeding the Project’s goals. By implementing our carefully planned approach to engage and utilize small, minority, women, veteran-owned, and disadvantaged businesses (Certified Firms) and develop a local workforce, we will answer MDOT’s call to provide interested Marylanders every opportunity to gain access to Program-related employment and contract opportunities. AM Partners commits to:

DBE Goals	> Exceed the 26% Predevelopment Work Stage Goal
Local Management	> Ensure that diversity and workforce programs administration and compliance teams are based locally in Maryland > Provide MDOT with up to the minute updates in the form of a dashboard created by Esri for compliance and reporting purposes
Diversity	> Establish a Diversity Board to advise on how to reach, train, and communicate with Certified Firms to maximize the impact of Opportunity MDOT and workforce development programs > Ensure at least half of Project leadership are women or minorities reflective of Maryland’s diverse communities
Workforce Development	> Identify, train, and assemble a local workforce that reflects Maryland’s diversity to perform the hundreds of jobs expected to be created across all Project Stages, with sustainable long-term career paths > Ensure future workforce development efforts align with future Workforce Innovation and Opportunity Act updates > Support MDOT’s TRAC and RIDES program efforts to introduce STEM to elementary, middle, and high school students in Maryland through our Community Grant Program
Labor	> Utilize a Project Labor Agreement (PLA)

Under our Developer-led structure, the responsibility for developing and executing our local workforce development and Certified Firms participation approaches and programs will rest with us. This allows us to implement our strategy consistently and continuously throughout all Project Stages. Our approach to maximize opportunity relies on:

1. A fully **mobilized, experienced, and complementary community and local workforce engagement team** at the Phase Developer level, which will be managed with continuity across all Section Developers.
2. A **robust economic development program** through targeted outreach, developing partnerships with local organizations, training opportunities, a custom Project Opportunity MDOT App, offering employer incentives, and coordinating with local unions.
3. A sustained, targeted approach to identify, support, prepare, and **meaningfully engage Certified Firms across all Project Stages** to exceed participation goals, that builds on early outreach and recruitment efforts, and expands their capabilities to perform work on future contracts. We will provide insurance coverage to meet Project requirements.
4. A strong **focus on compliance, monitoring, and reporting** of efforts and results from the Predevelopment Work Stage through operations, including the use of the AM Partners Logger App, which provides a streamlined reporting portal for Certified Firms at all tiers.

AM Partners approach to diversity and local workforce development will be complemented by our \$50M Community Grant Program over the term of Phase South.

1. INTEGRATED APPROACH TO WORKFORCE DEVELOPMENT AND CERTIFIED FIRMS

1.1. A STRONG AND MOBILIZED TEAM

Transurban and Macquarie have been globally recognized for their success in meeting local workforce development and Certified Firm goals, and have supported the placement of over \$1B of work with Certified Firms in the region, including on the I-95, I-395, and I-495 projects. AM Partners has mobilized a team of local Certified Firms with major projects and P3 experience. Our team includes:

Modern Times, Inc. (Modern Times) A national firm with a local office in Riverdale, Modern Times is the DBE Program Manager on 12 mega projects—exceeding the required goals on each of these and gaining knowledge of the Maryland Certified Firm community. Modern Times brings extensive experience implementing local workforce programs subject to Equal Employment Opportunity regulations, PLA, Community Benefits Agreement (CBA), and similar instruments.

Laisar Management Group, LLC (Laisar) This Silver Spring-based firm develops innovative solutions to comply with Certified Firm goals, enhances inclusion, and drives economic and social impacts. Laisar was the M/WBE Program Manager on the MGM National Harbor Casino project which realized 40% M/WBE participation, exceeding project goals by 9%.

Three|E Consulting Group (Three|E) A recognized community programs leader in Maryland, Three|E brings key relationships with community-based organizations. Three|E worked on the MGM National Harbor Casino and is supporting M/WBE programs on the Prince George’s County Schools P3 and the Clean Water Partnership with Corvias Solutions.

AM Partners' community and workforce development organizational structure is depicted below in **Figure 1**.

Figure 1 // AM Partners Community and Workforce Development Structure



AM Partners' Community and Local Workforce Engagement Team will be managed by Geoff Segal and Amanda Allen, with support from Joe Hernandez. Brief qualifications are included below; full resumes have been provided in *Appendix 3.2(d).3*.

Geoff Segal

- > 20 years of experience in infrastructure development and public policy
- > Lifelong local resident of the Project Area
- > Facilitated stakeholder and community engagement efforts on Elizabeth River Tunnels and Goethals Bridge projects
- > Advised Colorado Dept. of Transportation on Central 70

Amanda Allen

- > 5 years experience in MD government
- > Lifelong local resident of the Project Area
- > Relationships with key stakeholders and local officials

Joe Hernandez

- > Involved in various community programs for 25 years
- > Delivered DBE programs on projects totaling \$20B

The Senior Leadership Team will provide oversight to workforce development and Certified Firms participation programs. They will report to AM Partners' Phase Developer Project Manager, Tim Steinhilber and AM Partners' Board, and will serve as the primary point of contact with AM Partners' Diversity Board.

AM Partners' Diversity and Inclusion Manager, Cory Raymond, will oversee all aspects of our workforce development and Certified Firms program and will be the counterpart to MDOT's Diversity Program Liaison. Cory brings 15 years of experience, knowledge of the Maryland Certified Firms community, and strong working relationships with MDOT diversity professionals, having managed one of Maryland's largest diversity and inclusion programs in recent years. Cory will report directly to the Community and Local Workforce Senior Leadership Team. Cory, Amanda, Geoff, and Joe all participated in our outreach events held during the RFP Stage.

Cory will be supported by a complement of Certified Firms and workforce program staff, including Florence Amate who will oversee the Mentor Protégé program (detailed in *Section 4.2*) and Eben Smith, managing community partnerships, and a pool of Certified Firm Coordinators. He will coordinate and work closely with a group of Jobs Coordinators who will identify and position local and disadvantaged jobseekers for all of the employment opportunities.

1.2. COMMUNITY BENEFITS AGREEMENT

In close consultation with MDOT, after the Effective Date, we will immediately initiate the development of a CBA with key stakeholders, including local trades and unions, labor officials and organizations, local contractors, and community organizations and leaders to facilitate the implementation of economic opportunity measures. The CBA will capture:

- > Our commitment to Certified Firm participation goals
- > Our commitment to workforce development programs, including a specific focus on tradesworker workforce initiatives
- > Our commitment to accurately measure and report the outcomes of these programs

AM Partners has sought early cooperation from local unions, contractors, and community organizations to maximize Certified Firm participation and training opportunities. AM Partners' Jobs Coordinators will play a critical role in this effort and will use all lessons learned to build effective collaboration with local unions and contractors. AM Partners will finalize the CBA, including the tradesworker workforce initiatives before the beginning of the Section Work. Further details on the tradesworker workforce initiatives are provided in *Section 4*.

1.3. AM PARTNERS DIVERSITY BOARD

Upon notice of Preferred Proposer, AM Partners will establish a Diversity Board comprised of leading civic, business, education, workforce development, and supplier diversity organizations that will meet regularly. The Diversity Board will advise AM Partners on the identification of economic development, training, and education programs.

2. DEVELOP AND UTILIZE LOCAL WORKFORCE

2.1. ROBUST WORKFORCE DEVELOPMENT PROGRAM

Upon notice of Preferred Proposer, AM Partners will implement our Workforce Development Program (WDP) to identify, engage, and prepare local disadvantaged jobseekers for employment opportunities during all Project Stages. In further developing the WDP, we will leverage our community partners network to maximize access, impact, and opportunity to the local community.

In order to prepare Maryland's community for the high paying jobs in the growth industries of tomorrow including data analytics, infrastructure, autonomous vehicles, Internet of Things (IoT), and coding, we will emphasize utilizing emerging technology. The WDP will capitalize on existing training programs provided by our network of community partners complemented by AM Partners' facilitated training programs, including programs that may be provided by our Digital Innovation Partner, Cavnu, and Transit and Mobility Innovation Partner, Via.

The WDP will map out and detail all local workforce-related services to be implemented by AM Partners from the start of the Predevelopment Work Stage, including recruitment, screening, assessment, pre-training, training, retraining, development, career transition, job placement, and retention services.

The Diversity Board will remain in place during the life of the Project and act as a sounding board for our continuous efforts to include local residents and businesses in all opportunities created across the Project Stages.

We already received commitments from local community, small business, and higher education organizations including: Conference of Minority Transportation Officials (COMTO), the Maryland Black Chamber of Commerce, Casa de Maryland, the Hispanic Chamber of Commerce of Montgomery County, Bowie State University and Prince George's County Community College. Further, the following individuals have confirmed their participation as members. (Please find executed Memoranda of Understanding (MOU) in *Appendix 3.2(d).4*.)



Kenneth White, Chairman of the Board for Maryland Black Chamber of Commerce



Carmen Ortiz Larsen, President of the Hispanic Chamber of Commerce of Montgomery County



David Harrington, CEO, Prince George's County Chamber of Commerce



Walter Simmons, President and CEO of Employ Prince George's



Dawn Carter, Executive Director, Prince George's County Supplier Development and Diversity Division

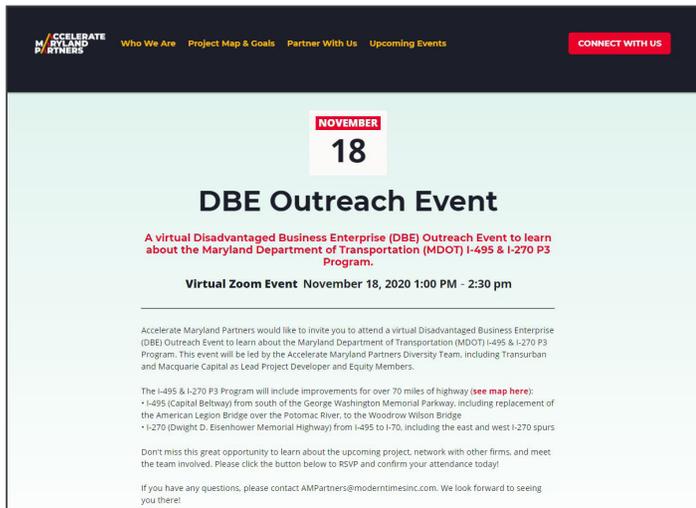
By carefully mapping out our approach and collaborating with all relevant community organizations, AM Partners will deliver on MDOT's mission to create a highly qualified, diverse workforce for the Project.

2.2. EXTENSIVE AND PROACTIVE OUTREACH

To promote awareness and inclusion, AM Partners will continue to perform extensive, proactive outreach to the community and local workforce that will promote workforce efforts and support MDOT's parallel outreach and engagement events, through coordination and consistency of information being shared with the local community. We will disseminate informational materials, including:

- > WDP overview and how jobseekers can get involved
- > Project Fact Sheet, including hiring goals for the various requirements
- > Jobs Program Tax Credits overview brochure
- > Community-Based Organization (CBO) and Work Source Centers Partner listing
- > Contact information for AM Partners' Jobs Coordinators

Our outreach approach will include text and email campaigns, social media, traditional advertising, press releases, and word of mouth promotion. All outreach will link jobseekers to the AM Partners' website for registration and to the Project Opportunity MDOT App, which will be available for download.



Snapshot of AM Partners' website registration portal.
<https://www.acceleratmarylandpartners.com/partner>

AM Partners will prepare a monthly newsletter to present training, jobs, and contract opportunities on the Project. It will feature successful individuals hired into the Project through the WDP to showcase AM Partners' dedication to jobseeker success and encourage their engagement in the program.

In parallel to our broader outreach effort, we will undertake targeted outreach into affected and disadvantaged communities through our established community partnerships. **Throughout the RFP Stage, our outreach efforts resulted in more than 350 individuals or firms registering interest on our website.** We will continue to engage all registrants, including those referred by Opportunity MDOT.

2.3. COMMUNITY-BASED ORGANIZATION PARTNERS NETWORK

AM Partners recognizes the wealth of experience and array of services that CBOs bring. Throughout the RFP Stage, we engaged and collaborated with CBOs to develop a wide partner network that will provide jobseekers direct access to Project-related opportunities and business training programs.

To date, we have engaged more than 20 CBOs to become part of our partner network, representing geographic and ethnic diversity.

Among these organizations, AM Partners entered into MOUs, provided in *Appendix 3.2(d).4*, with Prince George's County Chamber of Commerce, Maryland Black Chamber of Commerce, Women Business Owners of Montgomery County, Employ Prince George's, Capital Region Minority Supplier Development Council, People for Change Coalition, the Hispanic Chamber of Commerce of Montgomery County, Prince George's County Supplier Development & Diversity Division, and COMTO. These MOUs set the framework under which our team will develop specific programs and activities to meet the Project workforce developmental and training needs. Additionally, AM Partners is exploring similar partnerships with Casa de Maryland and the Maryland Veterans Chamber of Commerce. Eben Smith, our Community Partnership Manager, will manage the continuous effort to sustain and build our partner network, in parallel with the development of the CBA.

2.4. PROJECT OPPORTUNITY MDOT APP

 Our experience highlights the need to better utilize technology to facilitate Project opportunity awareness and connection for the community and therefore we will provide a custom-built, mobile application, the Project Opportunity MDOT App (the App) to regularly update businesses, jobseekers, and students of Project activity and opportunities created by the Project in real time. The App will:

Provide easy-to-use tools for employers to quickly find jobseekers with high potential for success

Maximize jobseekers' access to extensive support services and training resources available

Provide MDOT with tools and data to understand the economic development return of the Project

Provide local jobseekers of all experiences with a platform that provides quick, easy, access to career opportunities and will allow them to track applications and training participations

Maintain a candidate profile and update their availability and competencies to be more easily connected to the appropriate opportunities

Information provided by the jobseekers will interface with recruitment platforms such as LinkedIn and Indeed, and the jobseeker can use the App to undertake an interactive, passive or fully automated assessment of his or her experience, skills, and areas of interest. The jobseeker assessment will be developed based on input from our team and community partners, and will become the universal application for the jobseeker to find suitable opportunities. The application will be updated and modified to address identified jobseeker's criteria based on upcoming needs as they are defined and allow our team to seamlessly capture new criteria from each jobseeker instantly, and facilitate matching of skills with opportunities.

Based on the jobseeker's interest and profile, AM Partners will be able to provide mobile alerts that will refer the jobseeker to upcoming training opportunities offered, including pre-apprenticeship training for those seeking entry to the trades. AM Partners will provide access to the jobseekers hiring data garnered through its assessment to its members, partners, and subcontractors, subject to privacy policy, and will facilitate the organization of meetings as needed. The App will enable the tracking of all communications, trainings, interviews, and job placements, providing a recording of the jobseeker's career journey and skills acquired on the Project.

In addition to the contact log, the App will provide AM Partners and jobseekers with the ability to track information and statistics regarding the candidate's local and targeted worker status, work authorization, trades worker craft and classification experience, skill sets, training history, work history, etc. AM Partners will track App activity and information through a cloud-based diversity management system, analyze and report this data, and continuously adjust to maximize effectiveness. AM Partners will provide MDOT ongoing data analytics, reports, and a custom-built dashboard to monitor our success in workforce engagement, in accordance with any confidentiality agreements. An illustrative example of the dashboard is provided in *Appendix 3.2(d).5*.

2.5. COMPREHENSIVE, CENTRALIZED AND CUSTOMIZED TRAINING PROGRAMS

AM Partners will develop jobseekers into stronger candidates who are ready for employment by providing supportive services and training programs, including soft skills (communication skills, problem solving, and teamwork) and specific employment training (accounting principles, compliance and reporting, management, construction math, and safety).

We will centralize information and provide visibility on all trainings, courses, workshops, supportive services, and events that we, collectively with our partners, will host virtually or in-person through various media, including our website and the

Opportunity MDOT App. We will foster professional development for local employees by providing career training through **AM Partners' Academy of Success Program**. The Academy of Success Program will link entry-level jobs to longer-term opportunities across management, construction, and Operation and Maintenance (O&M) and provide support services for career advancement opportunities such as customized training and mentorship. Transurban and Macquarie have been successfully using similar career development programs across the globe to foster long-term retention of employees and strengthen their workforce skills.

AM Partners' Key Personnel embody this commitment and philosophy. Rob Kerns, AM Partners' Design Project Manager, started at Transurban 14 years ago as a traffic network analyst on the 495 and 95 Express Lanes projects and gradually moved up to become a Project Development and Delivery Manager. Similarly, Sandeep Gopalan, AM Partners' Finance Lead, started at Macquarie as a financial analyst 14 years ago and is now an Associate Director in charge of managing principal investments in large, complex infrastructure projects. Both firms have long-standing, robust mentorship programs that engage local communities throughout the region, and nationally.

THE NEXT GENERATION

AM Partners will encourage and support the next generation of businesses and workers by introducing high school and college students to Project opportunities by offering students internships and apprenticeships to provide firsthand experience and help students make better-informed career decisions. AM Partners has entered into MOUs addressing this specific goal with Bowie State University and Prince George's Community College.

2.6. LIAISON BETWEEN EMPLOYERS AND JOBSEEKERS

As outlined in *Section 1*, AM Partners' pool of Jobs Coordinators will work in collaboration with AM Partners' Diversity and Inclusion Manager to identify, connect with, and position jobseekers for all Project employment opportunities. Our Jobs Coordinators will work throughout all Project Stages.

2.6.1. WORKING WITH JOBSEEKERS

The primary responsibility of the Jobs Coordinators is to advocate for jobseekers with Project-related employers and to assist job-ready candidates through each step of the hiring process to ensure retention of high-caliber, well-prepared candidates. Jobs Coordinators will be the first point of contact for all jobseekers and will engage with them for all local

workforce development services provided by AM Partners, including outreach events, use of the App, preparation and submission of applications, as well as training and apprenticeship opportunities.

Jobs Coordinators will support jobseekers in determining their local and disadvantaged eligibility status by conducting phone, in-person, or virtual interviews and helping them gather required documentation to support the recognition of their status, including preparing and executing a local and disadvantaged Worker Certification Form. Job Coordinators can also provide soft skills counseling in advance of interviews. All jobseeker information will be stored in our secure compliance management database and be available to the Project team.

2.6.2. WORKING WITH EMPLOYERS

AM Partners will develop an employers' engagement plan to engage, register, train, and support employers. Job Coordinators will work directly with employers, including superintendents and foremen responsible for hiring tradesworkers.

This proven approach is effective in gaining buy-in from firms working on the Project into the WDP, providing confidence that their workforce needs are understood, and that they are being connected with the best candidates.

Our Job Coordinators will support employers by providing lists of available and interested local, qualified workers; responding to contractor requests for workers with specific skills; conducting pre-screening and interviews of suitable candidates; and assisting with applicable CBA requirements.

AM Partners will prepare a WDP Tax Credits brochure and provide orientation education sessions that highlight incentives for hiring disadvantaged workers. These will provide the employer with a description of and instructions for how to use all available tax credit programs for the Project, including the Federal Work Opportunity Tax Credit and Enterprise Zone tax credits available in Maryland.

3. COLLABORATE WITH LOCAL CONTRACTORS AND LABOR UNIONS

AM Partners recognizes the importance of long-term and sustainable career opportunities for tradesworkers. We anticipate that tradesworkers, including laborers, carpenters, operating engineers, ironworkers, electricians, and cement masons, will comprise at least 80% of the work. As a result, we will pursue a steady supply of experienced local tradesworkers from local unions and contractors.

To support skilled craft and labor force development, we will provide opportunities to foster skill development and On-the-Job Training (OJT) in the construction trades. Further, we will train on the technical aspects of specific trades including the use of any equipment required. AM Partners will work to develop tradesworkers workforce initiatives with the unions and contractors' representatives for inclusion in the CBA, with a specific focus on:

- > Customized apprenticeships pipelines for each trade, established through identification of existing pre-apprenticeship training opportunities
- > Services to help aspiring tradesworkers gain entry to local unions and additional support services for tradesworkers actively working on the Project
- > OJT programs that contractors can readily implement to foster workforce diversity
- > Financial incentives for hiring disadvantaged local workers, including the use of tax credit programs
- > Identifying new tradesworkers for unions and continued follow-up on worker requests from each contractor and union
- > Sponsoring individuals into the trades, such as payment of union initiation fees, construction toolbelt, safety shoes, etc.
- > Detailing trainee requirements within bid packages and contractual agreements to support the development of tradesworkers' skills
- > A clear referral process for contractors' worker requests to meet workforce diversity initiatives

GAINING FULL LABOR UNION SUPPORT

AM Partners will draw upon Transurban and Macquarie's expertise and success in working and maintaining harmonious labor relationships with trade unions to develop and implement meaningful workforce diversity initiatives with full labor union support across the Project, using lessons learned and best practices from the Goethals Bridge Replacement project.

AM Partners' Labor Liaison, Chris Heinz, brings more than 25 years of experience working with labor trades and unions. Chris is a former union member himself and currently handles all trade relations for Macquarie in the US. Chris will work with local unions and local contractors to gather input while developing CBA tradesworker workforce initiatives. The input will be used to develop contract requirements that specify contractor compliance with CBA workforce initiatives.



Chris will also be responsible for helping interested individuals and firms gain awareness of the benefits provided by local unions and requirements expected, including prevailing wages or health and safety conditions. We will provide introductions and educational orientation sessions to help foster a successful relationship between the unions and interested members to support entry into local unions.

Our efforts to reinforce labor harmony and minimize uncertainty will result in implementing a PLA for the Project. These collective bargaining agreements will provide for a clear union dispatch process to meet MDOT’s workforce diversity initiatives.

AM Partners has proactively engaged the National Building Trades President’s office and the Operating Engineers and Carpenters Unions’ national leadership. We have agreed upon a framework to achieve labor harmony and enhance workforce development, safety, and apprenticeship programs and will progress these discussions once MDOT selects a Preferred Proposer. Our OJT program will ensure that minority groups, small businesses, veterans, disadvantaged persons, and women graduate into journey level positions.

4. ENGAGE CERTIFIED LOCAL BUSINESSES

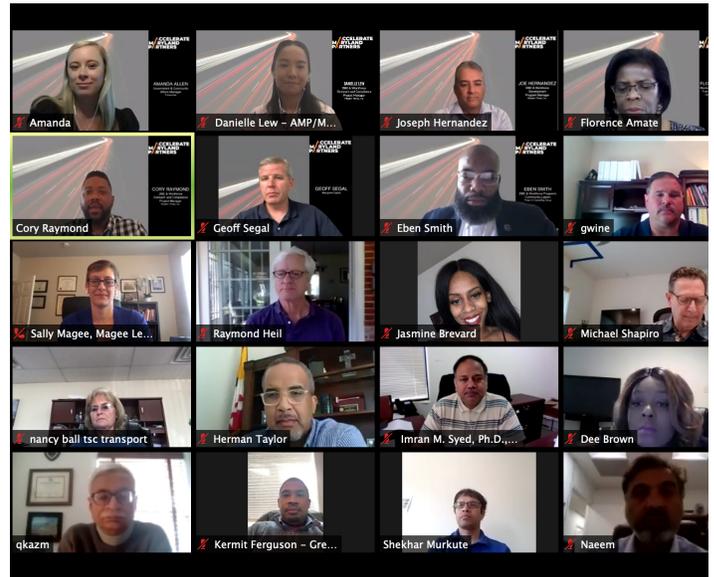
AM Partners will create a lasting legacy in Maryland by developing jobs and businesses within the community and enhancing MDOT Certified Firms’ opportunities and skill development. Our Certified Firms Participation Program employs best practices and successes, and utilizes expertise from highly experienced diversity advocates from AM Partners’ Diversity and Inclusion team detailed in **Figure 1**. Our team of dedicated Certified Firm Coordinators will collaborate with MDOT’s Diversity and Inclusion team to advocate for Certified Firms, assist with opportunity readiness (including certification assistance, guidance on bonding, insurance and financial requirements), reduce barriers (including prompt payment, waiving bond requirements, and onboarding and safety workshops), and level the playing field for these firms throughout all Project Stages.

4.1. ENCOURAGING PARTICIPATION THROUGH OUTREACH AND STRUCTURED PROCUREMENT

AM Partners developed an aggressive outreach program that provides early, consistent opportunity notices to engage and support the community, and to also exceed the Project’s 26% Certified Firm participation goal during the Predevelopment Work Stage. We will continue these efforts during the Design and Construction (D&C) and the O&M Work Stages of each Section to exceed MDOT participation goals that will be

established. Our initial virtual outreach events held in October and November drew more than 200 attendees. The sessions informed attendees about contracting opportunities and connected firms with our team. In addition to the events hosted by AM Partners, our team members attended the MDOT-sponsored “Speed Dating” event. Our website went live this summer and includes resources for Certified Firms to access information about partnerships opportunities.

AM Partners is already actively working with more than 200 Certified Firms who registered interest with us after our virtual outreach events or directly through our website.



Snapshot of AM Partners’ first DBE outreach event.

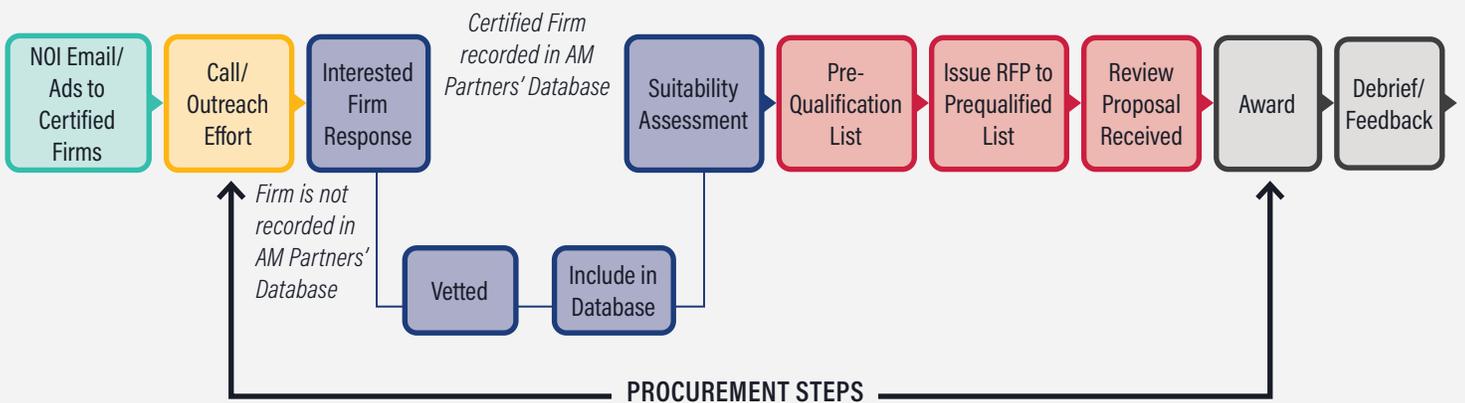
In parallel, AM Partners started developing a Certified Firms database, including a pool of more than 7,000 firms from MDOT’s Certified Firm directory, firms that have registered directly through our website, and firms referred through Opportunity MDOT. These Certified Firms are interested, qualified firms and pre-vetted by AM Partners to work on the Project. This database will be updated regularly to capture newly Certified Firms.

We will inform Certified Firms of upcoming opportunities through advertisements in local papers, social media, monthly emails and phone calls, outreach meetings/events, and scope-specific Notices of Interest (NOI) advertising opportunities for firms to respond. We will offer certification support, coordinate with business organizations, and provide interested firms support services such as our Mentor Protégé program.

Through the database, AM Partners will track individual communications, participation in procurement opportunities, and other activities for each Certified Firm and Project employer. We will maintain and update the database throughout the Project Stages to ensure easy identification of available firms for each scope of work. To maximize engagement and utilization of these firms, AM Partners will be approaching scopes of work and procurement through:

- > **Scope of Work Definition** // We will help Certified Firms build, expand, and follow-up with specific NOI on a continuous basis across each Project Stage. The NOI process includes a survey regarding their existing services, certification status, and capabilities to identify other Certified Firms available during that stage. Currently, AM Partners is following up with firms recorded in our Vendor Database to gauge interest in scopes that will be subcontracted during the Predevelopment Work Stage. During this Stage, AM Partners will also issue Section Work NOIs to all Certified Firms for scopes of services to be performed as part of Section D&C Work. A similar approach will be used for the Section O&M Work, closer to each Section completion.
- > **Unbundling Scope of Work** // Where appropriate, we will unbundle work packages to sizes and scopes that allow Certified Firms to be competitive and successful. This approach will be replicated at each level of the Project, thoroughly managed, reported on, and reviewed to ensure that the use of Certified Firms is maximized on the Project.
- > **Effective and Adequate Procurement Process** // Our proactive approach will systematically and transparently identify and award subcontracting opportunities to balance self-performed and subcontracted work. For all subcontracted scopes of work, we will follow a structured procurement process, as summarized in **Figure 2**. The same process will be followed for all NOIs and outcomes for each interested firm will be recorded in the database for appropriate opportunity tracking. We will provide feedback to unsuccessful bidders to foster growth and will use procurement outcomes recording to set targeted training and mentorship programs for firms that have expressed interests but have been unsuccessful in responding to NOIs issued.

Figure 2 // Certified Firms Procurement Process



During the Predevelopment Work Stage, AM Partners will directly contract with Certified Firms for various scopes, including non-traditional sectors such as general administration, legal, and finance (including bond underwriters), as well as more traditional D&C activities to ensure that significant progress is being made toward MDOT participation goals and that Certified Firms are being utilized to the maximum extent possible. For D&C-related businesses, AM Partners will ensure that lower-tier participation is being achieved under our Designers, Dewberry and Stantec, and selected contractors and subcontractors. While we fully commit to exceed participations goals, we will still be responsible for working closely with each member to document Good Faith Efforts (GFE) across all Project Stages.

During Section D&C Work Stage, most Certified Firm participation will occur through the Section D&C Contractor(s) engaged by AM Partners. AM Partners will contractually set a Certified Firms participation goal for each Section D&C Contractor, who will be responsible for GFE to meet this goal and report on efforts and successes. As part of the selection of the Section D&C Contractor through a competitive procurement, AM Partners will require the Section D&C bidders to commit to such goals and demonstrate their approach to exceed these goals. The Section D&C Contractor will either directly contract with Certified Firms or indirectly through participation under its major subcontractors. Our Certified Firm Coordinators will oversee the D&C Contractor's efforts to meet the goals, track and report on such participation, along with a direct effort to ensure compliance.

In parallel, the Section Developer will engage Certified Firms for activities remaining at the Project company level. The proportion of participation will substantially increase with construction progress and start of operations of the Section. For O&M Work, the Section Developer will start issuing NOIs a year before Section Completion to allow enough time to identify and reach out to relevant Certified Firms that will join the Section Developer’s O&M team. Where possible, the Section Developer will also work to roll out agreements and contract with Certified Firms from construction to operations stages.

The table below provides a sample of opportunities that we have identified as suitable for Certified Firms during both the Predevelopment Work Stage and the Section Work Stage.

DESIGN			
Site Civil Engineering	Traffic Engineering/ Studies	Utility Coordination	Environmental
Structural Engineering	Geotechnical	Right-of-Way	Hazardous Materials
CADD	Survey	MEP/Facility Design	Permitting
MOT/Temp Traffic Control	Storm Water Management	Electrical/ Lighting	
CONSTRUCTION			
Containers/ Dumpsters	Piping and Drainage	Laboratory Testing	Project Security
Environmental Testing	Guardrail and Attenuators	Land Surveying	Fencing and Signage
Curb and Gutter	Concrete Flatwork	Landscaping	Paving
Grinding and Grooving	QC Services	Electrical and ITS	Pavement Marking/Striping
OPERATION AND MAINTENANCE			
Landscaping/ Weed Control and Debris Removal	Heavy Duty Road Maintenance	Small Tools/ Equipment Supply	HazMat Cleanup
Pavement Marking/Striping	ITS System Maintenance	Security Services	ETC System Maintenance
Structure Inspection and Maintenance	Ride Quality Testing Services (IRI and Skid Resistance)	Winter Maintenance and Snow/Ice Removal Services	Safety Training

4.2. MENTOR PROTÉGÉ TRAINING PROGRAM

AM Partners will develop a Mentor Protégé Training Program purposely designed for the Certified Firms.

AM Partners’ Mentor Protégé Training Manager, Florence Amate, will be responsible for the implementation of this program that will strengthen our bench of Certified Firms, increase our access to reliable specialty services, and support our local delivery philosophy. Laisar has developed similar programs on the MGM National Harbor, Horseshoe Casino, and Frederick Douglass Bridge project.

The Program will engage individual Certified Firms to address their needs, meet strategic business objectives, and provide significant support as shown in **Figure 3**. Notable mentoring services include certified payroll reporting; providing access to capital, bonding, and insurance (including the USDOT Bonding Education Program); responding to bidding requests; and supporting safety, accounting practices, and business ethics.

The Program provides a customized approach to mentoring that acknowledges that each Certified Firm is unique and best addressed through various complementary learning methods.

Figure 3 // Mentor Protégé Program



Our customized approach to mentoring involves:

One-on-One Mentoring // AM Partners' senior members will act as mentors and will regularly check-in via phone calls, lunches, and at least one monthly meeting. This will build a relationship and provide the protégé assignments and opportunities to discuss expansion approaches.

Group Mentoring // AM Partners will organize protégés into subject matter mentoring groups. Led by one mentor, each group will meet quarterly to discuss potential career paths, leadership skills, and perspectives from other protégés.

Sequential Mentoring // Protégés will meet with different mentors to discuss a range of topics relevant to each mentor's expertise to provide broader perspective and understanding.

AM Partners' Academy of Excellence // Led by Laisar, this program will include our community partners, in-house experts, and other Certified Firms. Training will focus on helping Certified Firms develop greater technical capacity in a workshop format. We polled participants in our outreach events on what topics were most important and the overwhelming majority were looking for help with professional development. Our programs will be developed with this in mind and topics will include core competencies such as business operations, marketing, budgeting, human resources, dispute resolution, financial, business, legal, technology services, logistics, and communications.

5. ENSURE COMPLIANCE, MONITORING, AND REPORTING OF OUR DIVERSITY GOALS

AM Partners' Diversity and Inclusion Manager, Cory Raymond, with support from our Certified Firm Compliance Manager, will track, monitor, and report on Certified Firms and local workforce utilization throughout the Project and ensure compliance with all the objectives and requirements of our CBA, our Workforce Development Program, and all Certified Firms participation programs. Cory will attend monthly meetings with MDOT's Diversity Liaison to report progress on these programs.

To ensure compliance and success of these programs, AM Partners will require that all staff, consultants, contractors, and subcontractors, regardless of tier, strictly comply with each program's objectives and requirements, which will be a condition to participate in the Project. Our inclusive approach will provide continuity across each of the Project Stages and be implemented using a robust onboarding and monitoring approach as outlined below:

- > **Monthly onboarding workshops** will be held each month for all Phase and Section (sub)contractors starting on the Project and will outline all the Certified Firms and WDP requirements, including compliance monitoring and reporting obligations.
- > Each Phase and Section (sub)contractor on the Project will be introduced to our compliance reporting system, **AM Partners Logger App**, for reporting. This cloud-based application will track subcontractor/vendor invoices, verify prompt payments, and produce reporting data. The AM Partners Logger App supports tracking subcontractors at all tiers and workforce development information and will be available to MDOT through our comprehensive Project dashboard and will complement MDOT's existing systems. An equivalent app has been successfully used on several of the nation's largest infrastructure projects.

Through the Logger App, we will work closely with the broader team to provide systematic review of all subcontracting agreements and confirm Certified Firms information, review approved invoices, and prepare monthly compliance reports. AM Partners' monthly compliance reports will include:

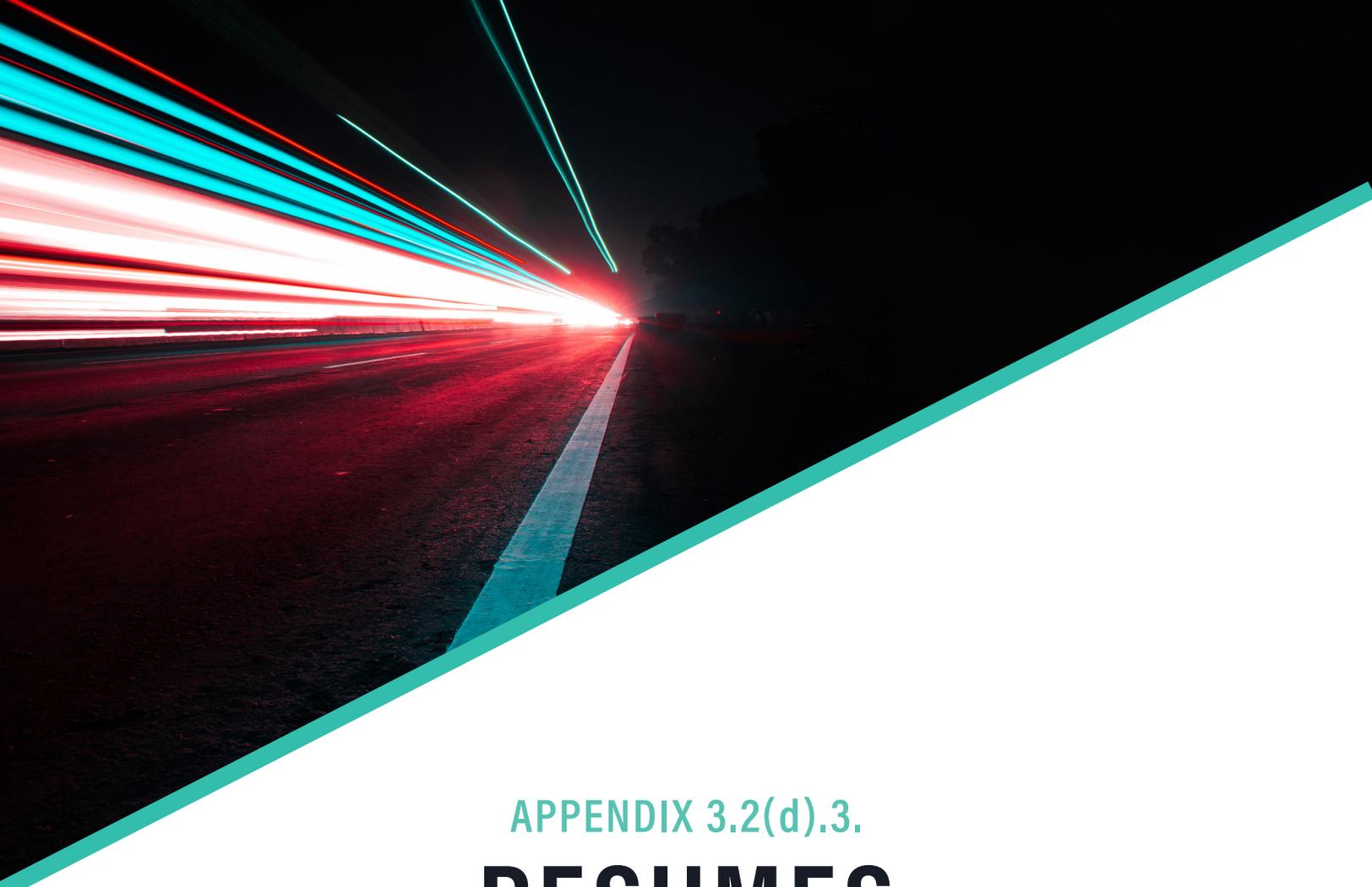
- ✓ **EXECUTIVE SUMMARY**
This summary will cover Certified Firms and WDP implementation, a description of all newly on-boarded firms, contracts awarded, participation statistics, GFE activity, including all outreach and networking events attended or hosted and any ad-hoc issues.
- ✓ **WORK BREAKDOWN STRUCTURE (WBS)**
This report will illustrate our progress toward meeting utilization goals and provide detailed Certified Firms program-related metrics including commitments, contract values, and attainments achieved, detailed by each Section. The WBS will use calculations specified in 49 CFR part 26 to report Certified Firms participation to prevent double-counting of Certified Firms credits. The WBS will describe all partial credits, such as 60% credit for suppliers and dollar-for-dollar trucking credit.
- ✓ **PARTICIPATION SCHEDULE**
This schedule will provide a complete list of contracting and associated efforts to meet the Certified Firms' goals for each Phase and/or Section.
- ✓ **GFE SUMMARY**
This summary will describe how AM Partners included Certified Firms participation in the procurement process and provide GFE documentation compiled during the monthly report period.
- ✓ **COMMERCIALLY USEFUL FUNCTION (CUF)**
To reduce Project risk and determine how much credit to report, we will perform complete CUF reviews on Certified Firms of any tier performing work, in line with Certified Firms participation program requirements.
- ✓ **WORKFORCE PARTICIPATION**
This report will measure workforce participation for all (sub) contractors and OJT training provided, summarize progress toward WDP goals, and report on the positive impacts our WDP have in the communities affected by the Project.

DEFINITIONS AND ABBREVIATIONS

TERM	MEANING
Accelerate Maryland Partners	Accelerate Maryland Partners LLC
AM Partners	Accelerate Maryland Partners or the Proposer
App	Application
Cavnue	Digital Innovation Partner
CBA	Community Benefits Agreement. The CBA is between AM Partners and key Project stakeholders such as local trades and unions, local contractors, and community organizations to facilitate implementation of economic opportunity measures for the Project
CBO	Community-Based Organization
Certified Firms	MDOT-certified small, minority, disadvantaged, women, and veteran-owned local businesses
Certified Firms Database	The bench of interested and pre-vetted Certified Firms prepared by AM Partners that qualify for scopes of work on the Project
COMTO	Conference of Minority Transportation Officials
CUF	Commercially Useful Function
D&C Work	Design and Construction Work as defined in the Section P3 Agreement Term Sheet
D&C	Design and Construction
DBE	Disadvantaged Business Enterprise as defined in the ITP
Developers	Transurban and Macquarie
Effective Date	The date that MDOT, MDTA, and the Phase Developer sign the Phase P3 Agreement following the satisfaction or waiver of all conditions precedent of this agreement
GFE	Good Faith Efforts
ITP	Volume I – Instructions to Proposers of the Request for Proposals for Phase 1 of the I-495 & I-270 Public-Private Partnership Program through a Phase Public-Private Partnership Agreement
Key Personnel	AM Partners’ Phase Developer Project Manager, Construction Project Manager, Design Project Manager, and Finance Lead
Laisar	Laisar Management Group, LLC
Macquarie	Macquarie Infrastructure Developments LLC
MBE	Minority Business Enterprise as defined in the ITP
MDOT	Maryland Department of Transportation, a principal department of the State including the State Highway Administration
MDTA	Maryland Transportation Authority, an agency of the State
Modern Times	Modern Times, Inc.
MOU	Memorandum of Understanding
NOI	Notices of Interest
O&M	Operations and Maintenance
O&M Work	Operations and Maintenance Work as defined in the Section P3 Agreement Term Sheet
OJT	On-the-Job Program being supplied by AM Partners for training and hiring of apprentice tradesworkers and retaining apprentices from the local community
Opportunity MDOT	The comprehensive, innovative program to empower its citizens for economic growth established by MDOT and as defined in the ITP
P3 Program	The I-495 & I-270 Public-Private Partnership Program as defined in the ITP
Phase Developer	Accelerate Maryland Partners LLC
PLA	Project Labor Agreement

TERM	MEANING
Predevelopment Work	Predevelopment Work as defined in the Phase P3 Agreement
Predevelopment Work Stage	The period starting from the Effective Date to the Financial Close of the last Section of the Project
Preferred Proposer	The Proposer selected to become the Phase Developer by MDOT
Project	Phase 1 of P3 Program
Project Stages	The Predevelopment Work Stage and the Section Work Stage for each Section of the Project
RFP	Request for Proposal
RFP Stage	The period starting from 24 July 2020 up to the selection of the Preferred Proponent
Section D&C Contractor	The D&C Contractor as defined in the Phase P3 Agreement for a particular Section
Section D&C Bidder	The D&C contractors that will participate to the competitive procurement managed by AM Partners to become the D&C Contractor for a Section
Section Work	Section Work as defined in the Phase P3 Agreement
Section Work Stage	The period starting from Financial Close of the Section P3 Agreement for a Section until expiry of the term for this Agreement, which will cover the design, construction, operations, and maintenance stages of each Section
State	The State of Maryland, acting by and through MDTA and MDOT
Three E	Three E Consulting Group
Transurban	Transurban (USA) Operations Inc.
Via	Via Transportation, Inc., or the applicable subsidiary thereof
WDP	Workforce Development Program
WBS	Work Breakdown Structure
WDP	The Workforce Development Program developed by AM Partners for implementation during all Project Stages

Other than the terms defined in the above table, all terms and abbreviations used in AM Partners' response have the meaning given to these terms and abbreviations in the Instruction to Proposers, the Phase P3 Agreement or the Section P3 Agreement Term Sheet.



APPENDIX 3.2(d).3.

RESUMES

Amanda Allen | Community, Local Workforce, and PR Advisor

**Proposer:**

Accelerate Maryland Partners

Experience:

- Transurban (1 year)
- Government affairs experience (5+ years)

Role:

Community, Local Workforce, and PR Advisor

Education:

BS (Public Relations & Political Science), Towson University, 2014

Summary

Amanda Allen leads government and community affairs for Transurban, where she successfully creates and fosters important stakeholder relationships with both State and local elected officials and community, business, and civic associations. A key part of her role is to manage political risks and build local support for Transurban's projects and goals. The ability to apply the local voice to engagement and public affairs programs has made Transurban successful in driving strategies that benefit the greater community.

Prior to joining Transurban, Amanda served in the Executive Office of Maryland Governor Larry Hogan. As the assistant to the Governor, Amanda led special Governor-initiated projects including his year-long initiative as Chair of the National Governor's Association, focused on fixing America's crumbling infrastructure.

Her experience in State government serving as the liaison between the Governor's office and all of Maryland's counties and municipalities has led to meaningful relationships with local officials across the State. As the Governor's representative to the Maryland Association of Counties (MACo) and the Maryland Municipal League (MML), Amanda worked closely with past Presidents of MML, including Rockville Mayor Bridget Donnell Newton, Gaithersburg City Councilmember Ryan Spiegel, and MACo Board Member Montgomery County Executive Marc Elrich.

Amanda currently serves on the Towson University Alumni Association Board of Directors and is a lifelong Maryland resident living in Annapolis.

Select relevant project experience**– I-495 & I-270 P3 Program**

Amanda led the public outreach program to generate awareness of the P3 program, the benefits of the Project, and introduce Accelerate Maryland Partners to over 85 important community groups and stakeholders. Amanda designed this program by including communication strategies to reach stakeholders more effectively, including developing the AM Partners' website and using feedback from personal interactions and data-driven evidence from surveys. Furthermore, she collaborated with the development and design team to incorporate community feedback into AM Partners' proposal to align goals and help manage political risk, as well as with the DBE / Opportunity MDOT team by participating in outreach events with MD-certified businesses in efforts to engage them in strategic partnerships.

Florence Amate | Mentor Protégé Training Manager



Proposer:
Accelerate Maryland Partners

Experience:

- Laisar (12 years)
- Program Mgmt., Supplier Diversity, Contract Compliance (20+ years)

Role:
Mentor Protégé Training Manager

Education:
BSc. (Marketing / International Business), American University

Certifications:
Six Sigma, ISO 90001

Summary

Florence Amate is President and CEO of Laisar Management Group, LLC and one of the three diverse companies that has been engaged by AM Partners to support and ensure that Maryland residents and local, small, and diverse businesses have an opportunity to work on the Project. For over a decade, Laisar has provided innovative services and solutions in the areas of economic inclusion, supplier diversity, and contract compliance to governments, corporations, and communities. Florence’s belief that companies are stronger when they take the time to understand their common interest within the communities in which they choose to operate has been evident in the projects that she has worked on over the last 20 years. She has successfully developed and managed economic and workforce inclusion solutions utilizing a host of proprietary business and data analytics applications. Companies and communities have embraced how internal and external data can be used to build stronger, more vibrant communities.

Select relevant project experience

- **MGM National Harbor – Construction Phase**
When MGM Resorts came to Maryland to build a destination resort, Laisar developed, implemented, and managed their supplier diversity programs for the State of Maryland (MDOT MBE) and Prince Georges County (County Small and Local certifications). Laisar worked with internal and external stakeholders to on board every company on the project along with sub-tiers for data collection (spend and labor), spend and workforce analysis, compliance monitoring, and reporting. Laisar’s custom web application ensured that it was able to track reporting for up to 5 tiers without double counting and provide monthly reports within 5 days of receiving data from every active company. Its proprietary process allowed for quarterly economic impact reports that demonstrated the socio-economic impact of this project to surrounding communities with quantitative and anecdotal information. Laisar is proud to state that it had 3 separate organizations auditing its reports and it had 100% data collection and 99.5% reporting accuracy. Goal achievement exceeded the designated goals by over 10% with MBE with local participation rates increasing from 26% to 39%.
- **Governor’s Office of Small, Minority & Business Affairs**
When legislation was enacted to approve Video Lottery Terminals in Maryland, the Governor’s Office of Minority Affairs awarded the contract for monitoring the developers for MDOT MBE compliance to Laisar Management Group. Laisar was tasked with developing the communication, workflow, and reporting processes on behalf of the State of Maryland for all 5 casinos. Its workflow ensured timely reporting from the MDOT MBEs, their prime contractors, and developers.
- **Skipjack Wind Farm – Construction & Development**
When legislation was passed to permit the construction of wind turbines off the coast of Maryland, Deepwater Wind (now Orsted) turned to Laisar to help them understand the local market and develop a program that ensured that local and MBE certified companies could enter this new industry and succeed. Laisar developed the economic and workforce program that was eventually approved by the Maryland Public Service Commission and the Governor’s Office of Minority, Women and Business Affairs.

Christopher D. Heinz | Labor Liaison



Proposer:

Accelerate Maryland Partners

Experience:

- Macquarie (11 years)
- Labor relations (34 years)

Role:

Labor Liaison

Education:

M.S. (Labor Studies),
University of
Massachusetts at
Amherst

B.A. (Economics),
University of
Massachusetts at
Boston

Certifications:

Journeyman Carpenter
35-year member of the
United Brotherhood of
Carpenters & Joiners of
America

OSHA Safety Trained

Summary

Chris Heinz has a highly successful 35-year career in increasingly responsible positions within Carpenters Union and Macquarie, where he has led the implementation of Macquarie Infrastructure and Real Asset's Responsible Contractor policy and investor labor relations as well as working with the stakeholder / community relations team. Chris built a successful public affairs and lobbying practice representing labor organizations, corporations, and non-profit organizations. He is recognized on Capitol Hill for having a balanced perspective on issues affecting the interests of clients, often partnering with industry groups to educate legislators on proposed and / or pending legislation. His experience extends to a broad range of areas including strategic planning and program development, labor-management cooperation, organization of political support, media and public relations, educational programs, legislation research and analysis, ESG, and legislative liaisons.

Select relevant project experience

– Macquarie Infrastructure and Real Assets

Currently working with newly acquired assets to integrate the Responsible Contractor Policy into their firms and monitor compliance. Chris also provides strategic advice to bidding teams for various acquisition projects, works with National and Local Building Trades labor partners on federal, state, and local P3 initiatives, and collaborate with these groups on overall ESG / Labor Policy issues at the investor level.

– Heinz Strategies

Chris established a Government Affairs Consulting and Lobbying Practice serving labor union, corporation, and non-profit organization clients. The firm focuses on legislative strategy and lobbying, public affairs campaigns, grassroots campaigns, and labor-management cooperation.

– United Brotherhood of Carpenters and Joiners of America

Chris served as National Political and Legislative Director and rebuilt the union's legislative and political program after a period of inactivity. He also recruited and trained Political Directors in 33 regions nationally and developed local grassroots political organizing programs focused on teaching rank and file members how to lobby and support political campaigns. Chris was also responsible for implementing a legislative agenda at the national level, presented issue briefings to members of Congress, staff, federal agency officials, and state governors. During this time, Chris was recognized for having a strong bipartisan position, building effective working relationships with both Republicans and Democrats and cementing the union's broad bipartisan and support.

– New England Regional Council of Carpenters

Chris served as the Chief of Staff / Assistant Administrator at the New England regional level and managed a staff of 35 people with a \$1M budget. In this role, Chris directed top-down organizing efforts to protect union jobs and create long-term community organization programs, promoted opportunities for union subcontractors and minority contractors, supported the passage of several laws in benefit of union members, and oversaw research, strategy, and back-office support systems.

Joe Hernandez | Senior Community and Local Workforce Advisor



Proposer:

Accelerate Maryland Partners

Experience:

- Modern Times, Inc. (12 years)
- DBE and Jobs Programs (25 years)

Role:

Senior Community and Local Workforce Advisor

Education:

BS (Aerospace Engineering), University of California Los Angeles, 1991

Certifications:

UCLA Extension Construction Management Certificate

Summary

Joe Hernandez is President of Modern Times, Inc. (MTI), a small, disadvantaged business based in Los Angeles, California. Joe is an executive manager with 25 years of experience in the field of community programs, including small and disadvantaged business enterprise (SBE & DBE) programs, local hire and job training, labor compliance, equal employment opportunity, and public and community relations. He has served as programs manager for public agency and private sector clients nationwide for major projects totalling over \$20B in capital costs. Joe has extensive experience performing these services on alternative delivery approach transportation projects including P3, CMGC, and Design Build.

Select relevant project experience

— New NY Bridge (Tappan Zee Bridge)

Joe is the Technical Advisor and former DBE Program Manager for Tappan Zee Constructors (TZC), the project's design-builder. Joe and his team are responsible for implementing TZC's DBE program to meet Federal Highway Administration (FHWA) requirements for DBE participation. He has developed and implemented the revised DBE plan for the project, which includes a TZC "team approach," to meet the 10% DBE goal for the project and the various support activities undertaken to identify, prepare, and gain DBE participation. With a significant focus placed on outreach activity, he works extensively with the project area DBE and SBE community to ensure these businesses are prepared to pursue work on the project. This includes conducting workshops and outreach events to inform interested businesses on how to work with TZC. He acts as TZC's liaison with NYSTA compliance representatives and prepares quarterly compliance reports on DBE commitments and attainments on the project. TZC has met and exceeded the project's \$314M DBE goal, which is one of the largest DBE dollar value goals in FHWA history.

— LAX Automated People Mover

Joe advises MTI's role as Certified Firms Program Manager for the LAX Integrated Express Solutions (LINXS) team on the first ever public-private partnership (P3) project at Los Angeles World Airports (LAWA). He supervises outreach programs to help interested firms find certification information, learn about upcoming opportunities, and connect with the project. Specifically, \$585M has been identified for Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veteran Business Enterprise (DVBE) firms. The project will be completed in 2023 and is on track to meet and exceed these goals.

— Green Line Extension

Joe is the Technical Advisor (formerly DBE program manager) for the Green Line Extension project in Boston, which will bring an additional six station stops north along the existing MBTA Green Line. The project has a \$127MDBE goal (\$9M for the design phase and \$118M for the construction phase). MTI is responsible for implementing and managing the project's DBE plan, which includes Good Faith Efforts (GFE) outreach to the DBE community. MTI utilizes its cloud-based customizable database system to track all outreach, which is then easily exported into a monthly or quarterly report for the owner to review.

Additionally, Joe oversees and attends outreach events for the project, and regularly meets with DBE firms in the community.

— **Purple Line**

Joe is the Technical Advisor (formerly DBE program manager) for the Maryland Department of Transportation (MDOT) Purple Line project in Prince George's and Montgomery counties. He is overseeing local staff and support staff on MTI's team, who have been overseeing the DBE program for over 2 years. This project has a 22% design and 26% DBE goal. Joe was responsible for implementing the use of MTI's customized database system on this project, to track and document all GFE activities and for all reporting purposes. Additionally, Joe oversees the MTI team's activities on the project which includes not only GFE tracking and reporting, but also includes supportive services, contract compliance, subcontractor on-boarding support, performing Commercially Useful Function (CUF) reviews, site visits, and regular communication with the project staff, local, state, and federal agencies.

— **Jacob K. Javits Convention Center Expansion**

Joe served as the DBE Program Manager for the first years of the Jacob K. Javits Convention Center Expansion Project and is currently the Technical Advisor to the MTI DBE Program team on the project. This iconic convention center in the heart of Manhattan will add 1.2 million square feet of exhibition space, and also includes a 4-level truck marshaling facility that can house over 200 tractor-trailer trucks. Joe oversees the MTI DBE program team, who provide Good Faith Efforts (GFE) outreach, participation in outreach events, and electronic collaterals materials. Joe initiated the monthly reporting template, which includes all outreach activities and prime contractor support services, to the Lendlease-Turner JV team on a monthly basis.

— **Mid-Coast Corridor Transit Project**

Joe is the Technical Advisor (formerly Project Manager) to the MTI DBE Program team supporting the Mid-Coast Transit Constructors (MCTC) for this eleven-mile long light rail project that is being constructed through a Construction Manager General Contractor (CMGC) delivery approach. The project is segmented into multiple contract supplements, each with a separate DBE goal, to account for various funding sources and related requirements. While the overall project DBE goal is 11.3%, Joe and the MTI team track DBE activity, commitment, and attainment achievements separately for each supplement. MTI is responsible for implementing the project's DBE Plan and performs all Good Faith Efforts (GFE)-related outreach, Commercially Useful Function (CUF) reviews, DBE participation schedule tracking, DBE commitment / attainment reporting, and monthly internal / external DBE reporting. MTI has implemented a custom-built database system for the DBE program to document, track, and report on all DBE program related activities, which includes an enhanced module that tracks activity performed by the procurement team for subcontract awards, change orders, and payments including prompt payment. Joe provides technical support to the MTI DBE program manager overseeing the project. The project is on track to meet the 11.3% overall DBE goal and the 15-20% overall SBE objective.

Cory Raymond | Diversity and Inclusion Manager

**Proposer:**

Accelerate Maryland Partners

Experience:

- Modern Times, Inc. (5 Years)

Role:

Diversity and Inclusion Manager

Education:

AA (Early Childhood Education), Madison College, 2006

Certifications:

American Contract Compliance Association (ACCA) Certified Compliance Administrator (CCA)

ACCA Master Compliance

Administrator (MCA)

Summary

Cory Raymond is a key member of the Modern Times, Inc. (MTI) team supporting projects on the East Coast and California. He brings community relations, vendor outreach, business management, workforce development, and equal employment opportunity in his role as Diversity and Inclusion Manager. Cory has implemented and managed diversity programs, including Disadvantaged Business Enterprise (DBE) and workforce development programs on some of the largest and most complex transportation projects in metropolitan areas, including Public-Private Partnership (P3) and Construction Manager General Contractor (CMGC) delivery methods. He has also served on a committee for small businesses in gaining knowledge resources needed to be successful on public works contracts. Cory has developed various business support and mentoring programs and is a seasoned public speaker.

Select relevant project experience**— Purple Line**

Cory supports the DBE Program for the Maryland Purple Line project, which has a 22% design and 26% construction DBE goal. As the DBE Program Manager, Cory is responsible for the daily implementation of the DBE program created by MTI. This includes small business supportive services, along with Good Faith Efforts (GFE) tracking, documentation, and reporting. Cory acts as a liaison between the project staff and Federal, State, and local oversight agencies. In addition to supportive services, he is also responsible for contract compliance. This means being directly connected with the onboarding process and procurement team. Cory is tasked with performing Commercially Useful Function (CUF) reviews, site visits, collecting supporting documentation, and the monthly / quarterly reporting of compliance to the oversight agency on the Purple Line project.

— Sixth Street Viaduct Replacement Project

Cory is a member of the MTI Jobs Coordinator team for this project in California, which is committed to meeting goals of hiring disadvantaged and military veteran workers. Cory supports efforts to interview workers to learn more about their experience, qualifications, and certifications so that they can apply for the most appropriate job openings. He provides supportive services including community relations outreach to local residents and businesses, and to targeted worker candidates who are seeking construction work. He helps maintain the compliance management system of approximately 1,000 individuals who have stated their interest in seeking a career in construction. Cory supports the team by working closely with the Skanska Stacy and Witbeck (SSW) Equal Employment Opportunity (EEO) Compliance Manager and project superintendents to place out of work individuals on the project. His work includes the review of Monthly Employment Utilization Reports (MEURs) submitted by each contractor and providing technical assistance to contractors unfamiliar with workforce development and EEO / AA provisions. Over the last year-and-a-half, the MTI Workforce Development team has helped place over 30 individuals onto current projects through its relationships with Skanska and other subcontractors such as Silverado Construction, Full Traffic Maintenance, Coleman Construction and more. Work also includes the review of workforce diversity reports submitted by each contractor performing on the projects

and providing technical assistance to contractors unfamiliar with workforce development and EEO / AA provisions.

— **MLK Medical Campus I & R Building – 3rd & 6th Floor Renovation**

Cory provides support for the Jobs Coordination program, which includes a 30% targeted local hire goal and 10% disadvantaged worker goal, on the Los Angeles County Department of Public Works' King Drew Reuse Project and Harbor UCLA Medical Center Master Plan Project, on behalf of Angeles Contractor Inc. He works closely with the MTI Workforce Development team to conduct outreach activities and attend outreach events to recruit trades workers to the project. He also assists in reviewing disadvantaged worker certificates to ensure that proper documentation is inspected and accurate.

— **Mid-Coast Corridor Transit Project**

As a project coordinator, Cory was responsible for the daily implementation of the DBE and SB programs created by MTI, which had an 11.3% DBE goal and a 15-20% small business objective. On this project, a trolley line extension project in San Diego, all subcontractors were managed and monitored by the oversight agency in the B2Gnow system. Cory has undergone training for this system, attended the B2Gnow 2017 User Training Conference, and managed that program, with the MTI team, on the contractor's side. Additionally, he oversaw the outreach efforts for the Mid-Coast project. MTI has a grassroots approach to outreach, finding it to be an ideal way to connect directly, thus providing the best results. Cory was responsible for the coordination and facilitation of project events, vendor workshops, community outreach, and general communications between the project and potential vendors. Cory has also assisted with conducting project consensus and building support for the small business program. During his time on the Mid-Coast Corridor Transit Project, Cory helped the prime firm secure an award as the Small Business Champions of the Year for 2017.

Geoff Segal | Community, Local Workforce, and PR Advisor



Summary

Geoff Segal leads Macquarie Capital's government advisory and affairs team, where he coordinates and manages business development, public affairs, and government relations programs. With over 20 years of experience in public policy and infrastructure development, Geoff has developed and executed strategies for outreach and education on multiple infrastructure projects throughout the United States.

Prior to joining Macquarie Capital, Geoff spent a decade at Reason Foundation where he directed the privatization and infrastructure research and policy program that provided original research and guidance to executive and legislative officials throughout the United States.

Proposer:

Accelerate Maryland Partners

Experience:

- Macquarie (13 years)
- Infrastructure Experience (20+ years)

Role:

Community, Local Workforce, and PR Advisor

Education:

BA (Political Science), Arizona State University, 1997

Master of Public Policy, Pepperdine University, 2000

Certifications:

FINRA Series 79, 63, 54, 52, and 50

Select relevant project experience

— Elizabeth River Tunnels

Led the political outreach and communications team on the Elizabeth River Tunnels project in Virginia which was procured through a PDA. Geoff developed and executed outreach and communications strategies to generate local support and understanding of the project, and managed political risk for the project and team. He managed a broad coalition of support comprising of local business, civic and homeowner groups, and associations that were activated for multiple "campaigns" to support various initiatives critical to project success, including a TIFIA loan allocation, enabling the secure passage of new toll enforcement legislation, and securing government support and permits. Furthermore, Geoff managed political relationships across all levels of government including the US Navy and supported the DBE / Workforce Development team by entering into strategic partnerships with COMTO and local workforce development and education institutions.

— Goethals Bridge Replacement

Led the political outreach and communications team on the Goethals Bridge Replacement project in New York and New Jersey. Geoff liaised with multiple stakeholders raising awareness and understanding of the project. He developed and managed political and third-party outreach efforts supporting project execution. Geoff was also part of the team that liaised with the building trades, securing a Project Labor Agreement.

— I-70 Central 70

Managed client interaction and led the development of the initial Value for Money analysis and pre-procurement finance team. Geoff played a pivotal role in identifying public policies, budget, and fiscal conditions that could impact the potential financial plans and corridor configurations. He also assisted the client in the development of collateral educational material to generate project awareness, value, and need.

— KentuckyWired

This project was the first ever fiber optic P3 in the U.S. and it was procured through a PDA process. Geoff held a key role in building political support for the KentuckyWired project, as well as managing the outreach and educational initiatives across elected officials and staff members to ensure sufficient collaboration to effectively deliver PDA milestones.

Eben Smith | Community Partnership Manager

**Proposer:**

Accelerate Maryland Partners

Experience:

- Supplier Diversity (20 years)
- P3/Infrastructure Experience (6 years)

Role:

Community Partnership Manager

Education:

BA (English),
Morehouse College,
1996

Summary

Eben Smith is the president of Three|E Consulting Group and an executive-level manager with 20 years of business management experience in both the public and private sector with key emphasis and core competencies in economic development, contracting and procurement, supplier diversity, program management, process improvement, workforce development and compliance, and data management.

Select relevant project experience**– Prince George’s County Public Schools P3 for School Construction**

Eben serves as community outreach, engagement, supplier diversity, and workforce development consultant on this \$1B project with services including event planning and facilitation for government agency, community, or business association outreach events, database management and utilization, communications and public relations services, and social media and marketing material development. Eben supports the development and implementation of PGCECP’s MBE / CBB / CBSB subcontracting plan which also includes contractor engagement and outreach, firm capacity and experience analysis, bid packaging strategy, subcontractor bidding, data collection, independent compliance validation, and reporting. Also, he communicates workforce and training opportunities to county and state employment support agencies, identifying job readiness and workforce assistance resources, contractor capacity development, local hiring and workforce training documentation, and the development and implementation of mentor-protégé training program.

– Prince George’s County P3 for Storm Water Infrastructure

Eben serves as the Compliance, Supplier Diversity Community Outreach, and Engagement Consultant with his main service being monitoring and enforcing the Clean Water Partnership (CWP) master agreement to ensure Business and Local Workforce utilization goals are met and exceeded. Eben manages and enforces the CWP compliance plan and reporting structure that inform all stakeholders of project outcomes and key management indicators. He also oversees, monitors, and approves MBE, local business, and workforce utilization plans, as well as tracking expenditures relating to business utilization. He developed relationships with the local Chambers of Commerce, various trade associations, and professional organizations for the purpose of achieving the goals established by the program.

– PSEG Keys Energy Center Natural Gas Power Plant

Three|E was contracted by the developer PSEG and the three general contractors SNC-Lavalin, Otis Eastern Service, and Feirrer Construction, with Eben serving as Community Outreach and Engagement, Supplier Diversity, and Workforce Development Consultant, to assist them with strategic sourcing, supplier diversity, compliance, community, and stakeholder engagement, as well as brand asset management.

Tim Steinhilber, PE | Phase Developer Project Manager



Proposer:
Accelerate Maryland
Partners

- Experience:**
- Transurban (10 years)
 - Transportation infrastructure (40 years)
 - Managed toll lanes (10 years)

Role:
Phase Developer
Project Manager

Education:
BS (Civil Engineering),
Ohio Northern
University, 1979

Certifications:
Professional Engineer –
NY, NJ, CA

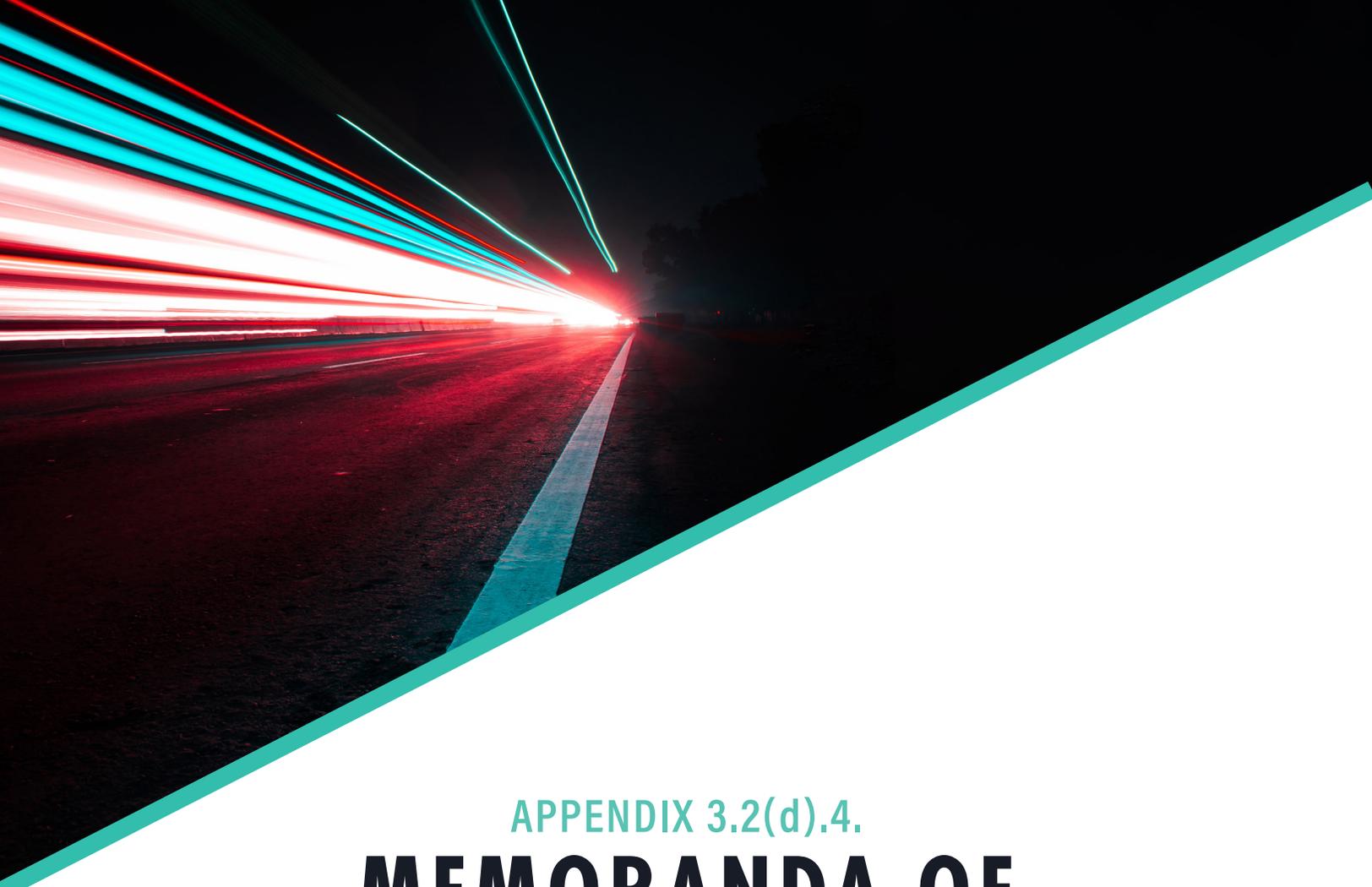
Summary

Tim Steinhilber is an Executive Project Manager at Transurban with 32 years of global transportation experience providing leadership for the development, construction and operations of infrastructure assets. Tim has a proven ability to manage large, complex transportation infrastructure programs from concept to completion, within budget, and on schedule. He also is an expert in asset operation and optimization. Over the course of his career, he has managed domestic and international roadway projects with combined \$8.3B in value. In total, he has been involved with 18 projects worth over \$40B.

Prior to joining Transurban, Tim held various roles at Bechtel, developing, pursuing, sponsoring, and directing multiple complex infrastructure projects (ranging from \$10M to \$4B in scope).

Select relevant project experience

- **I-495 Express Lanes**
Tim was responsible for the full execution of the work on behalf of the concessionaire. He was the primary point of contact for all communications and led the predevelopment work up to financial close, into delivery, and through turn-over into operations. The \$1.4B project was delivered on time and on budget and led to significant congestion reductions. Tim operated as consortium leader on the project, managing the project while working with relevant stakeholders including Metropolitan Washington Airport Authority (MWAA), Washington Metropolitan Area Transit Authority (WMATA), CSX, Verizon, and community leaders, property owners, and elected officials.
- **I-95 Express Lanes**
Tim was responsible for all development activities to financial close, initial delivery of the project, and then transitioned to a more senior position of executive oversight during delivery and handover into operation. The \$700M design-build project was delivered on time and on budget and led to significant congestion reductions. As with the 495 project, Tim operated as consortium leader and worked with the same relevant stakeholders.



APPENDIX 3.2(d).4.

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
BETWEEN
MABUS GROUP
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this “MOU”) is entered into as of December 18, 2020 (the “Effective Date”) between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC, (“Accelerate Maryland Partners”) and Mabus Group with an address of 110 Wythe Street #1627, Alexandria, VA 22313 (“Mabus Group”).

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the “Project”);
- B. WHEREAS, Mabus Group is a strategic advisory firm focused on resiliency;
- C. WHEREAS, Accelerate Maryland Partners desires to enter into discussion with Mabus Group regarding a collaborative effort to minimize impacts to Navy property and interests as well as sustainability and resiliency strategies; and
- D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall collaborate in devising strategies and tactics that will minimize impacts to Navy property and interests as well as sustainability and resiliency strategies. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then Accelerate Maryland Partners intends to engage in contract negotiations with Mabus Group to work together to collaborate in devising strategies and tactics to minimize impacts to Navy property and interests as well as sustainability and resiliency strategies;

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2
TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between Mabus Group and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3
COVENANTS

3.1 Cooperation. Mabus Group acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that Mabus Group shall not make any announcement in connection with this MOU. In the event that Mabus Group or its agents announces this MOU, then said MOU will be null and void.

3.3. Work Products. All work products developed, owned or licensed by Mabus Group are the sole property of Mabus Group as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4 Confidential Information. Mabus Group shall maintain as confidential and proprietary all information provided by or on behalf of Accelerate Maryland Partners and/or its affiliates to Mabus Group in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the "Confidential Information"). The Confidential Information remains the property of the Accelerate Maryland Partners. Any citation or reference by Mabus Group of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. Mabus Group, including its affiliates and its directors, officers, employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by Mabus Group or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without Mabus Group's prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners, its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by Mabus Group except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.5. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been

executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4 MISCELLANEOUS

4.1 Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

- ii. if to Mabus Group, to:

110 Wythe Street #1627
Alexandria, VA 22313

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction). Mabus Group agrees that money damages would not be a sufficient remedy for any breach of Sections 3.2 and 3.4 of this Agreement and that Accelerate Maryland Partners will be entitled to seek specific performance and injunctive or other equitable relief for a breach of such Sections. Such equitable relief would be in addition to all other remedies available at law or in equity, including but not limited to monetary damages.

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

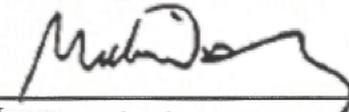
[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

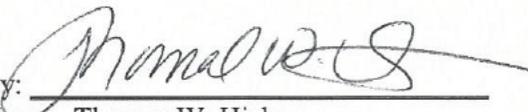
By: 
Name: Michael Discenza
Title: Chief Financial Officer

**MACQUARIE INFRASTRUCTURE DEVELOPMENTS
LLC**

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

MABUS GROUP

By: 
Name: Thomas W. Hicks
Title: Co-founder & Managing Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
BOWIE STATE UNIVERSITY
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this “MOU”) is entered into as of December 10, 2020 (the “Effective Date”) between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC, (“Accelerate Maryland Partners”) and Bowie State University, a constituent institution of the University System of Maryland, an agency of the state of Maryland, with an address of 14000 Jericho Park Road, Bowie, Maryland (“Bowie State”).

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the “Project”);
- B. WHEREAS, Bowie State is a public comprehensive and historically black university in Maryland;
- C. WHEREAS, Accelerate Maryland Partners desires to enter into discussion with Bowie State regarding a collaborative effort to promote certain educational training and internship programs and/or educational services; and
- D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

- i. Accelerate Maryland Partners and Bowie State will work together to create and support continuing career education and training for employees of the operating entities of Accelerate Maryland Partners;
- ii. Accelerate Maryland Partners and Bowie State will jointly market career opportunities for Accelerate Maryland Partners to Bowie State students .

- iii. Accelerate Maryland Partners and Bowie State will work together, throughout the term of this MOU and through their various partners, to provide certain recruitment, screening, assessment, training, retraining, development, career transition, job placement and retention and other related workforce services in order to create a highly qualified and diverse workforce for the operating entities of Accelerate Maryland Partners;
- iv. Accelerate Maryland Partners and Bowie State will collaborate for the development of paid and unpaid internship programs for Bowie State students with the operating entities of Accelerate Maryland Partners. Such internships are to be developed to accommodate each individual intern's studies, work and life responsibilities;
- v. Accelerate Maryland Partners and Bowie State will collaborate to develop training modules and/or related certificate programs for current and incumbent workers designed to meet the training and employment needs of the operating entities of Accelerate Maryland Partners;
- vi. Accelerate Maryland Partners and Bowie State will work together to review and implement educational and training career advancement opportunities that are aligned to the various career pathways, and explore ways to encourage employees of the operating entities of Accelerate Maryland Partners to participate in these pathways; and
- vii. Accelerate Maryland Partners will collaborate with Bowie State to ensure that the design and implementation of the training and employment related programs developed by the parties are consistent with federal, state and local regulations and any requirements of the comprehensive agreement between Accelerate Maryland Partners and the State of Maryland.

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2 TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between Bowie State and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3
COVENANTS

3.1 Cooperation. Bowie State acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that Bowie State shall not make any public announcement in connection with this MOU. In the event that Bowie State or its agents announces this MOU, then said MOU will be null and void.

3.3. Work Products. All work products developed, owned or licensed by Bowie State are and shall remain the sole property of Bowie State as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4 Confidential Information. Bowie State shall maintain as confidential and proprietary all information provided by or on behalf of Accelerate Maryland Partners and/or its affiliates to Bowie State in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the "Confidential Information"). The Confidential Information remains the property of the Accelerate Maryland Partners. Any citation or reference by Bowie State of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. Bowie State, including its affiliates and its employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by Bowie State or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without Bowie State's prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners, its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by Bowie State, except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process. Accelerate Maryland Partners acknowledges that, as a state entity, Bowie State is subject to the Maryland Public Information Act (the "Act"). If Bowie State receives a public records request under the Act related to this MOU or any Confidential Information related thereto, Bowie State shall promptly notify Accelerate Maryland Partners of the request and allow Accelerate Maryland Partners an opportunity to respond to the request. Nothing herein shall be construed as a waiver of any disclosure exemptions which may apply under the Act and which Accelerate Maryland Partners may claim, nor does anything herein relieve Bowie State of its obligations under the Act.

3.5. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections

3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4
MISCELLANEOUS

4.1 Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

- ii. if to Bowie State, to:
Office of the Provost
Bowie State University
14000 Jericho Park Road
Bowie, MD 20715

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction).

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

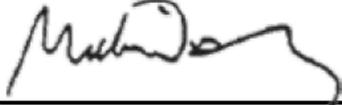
[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

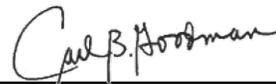
By: 
Name: Michael Discenza
Title: CFO

MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

BOWIE STATE UNIVERSITY

By: 
Name: Carl B. Goodman, Ph.D.
Title: Provost and Vice President for Academic Affairs

MEMORANDUM OF UNDERSTANDING
BETWEEN
The Conference of Minority Transportation Officials (COMTO)
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this “MOU”) is entered into as of November 18, 2020] (the “Effective Date”) between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC, (“Accelerate Maryland Partners”) and COMTO with an address of 1330 Braddock Place, Suite 203, Alexandria, VA 22314 (“COMTO”).

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the “Project”);
- B. WHEREAS, COMTO is a 501(c)(3) organization with a mission to advance minorities in the transportation industry;
- C. WHEREAS, Accelerate Maryland Partners desires to enter into discussions with COMTO regarding a collaborative effort to promote certain educational training and internship programs and/or educational services; and
- D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

- i. Accelerate Maryland Partners and COMTO will work together to identify, engage and market Project subcontracting opportunities to MBE/DBE firms;
- ii. Accelerate Maryland Partners and COMTO will collaborate to develop training modules and/or related certification programs for MBEs/DBEs designed to meet the subcontracting needs of the operating entities of Accelerate Maryland Partners;

- iii. Accelerate Maryland Partners and COMTO will work together to develop capacity building trainings designed to promote and increase inclusion of MBEs/DBEs in the Project;
- iv. Accelerate Maryland Partners and COMTO will work together jointly, throughout the term of this MOU and through their various partners, to market subcontracting and career opportunities for Accelerate Maryland Partners to the business community; and
- v. Accelerate Maryland Partners and COMTO will work together jointly to promote and host networking events and outreach activities to market subcontracting opportunities, as well as, explore ways to encourage diverse suppliers to participate in these opportunities.

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project, other than an agreement including the detailed statement of work and compensation schedule.

ARTICLE 2 TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between COMTO and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3 COVENANTS

3.1 Cooperation. COMTO acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that COMTO shall not make any announcement in connection with this MOU. In the event that COMTO or its agents announces this MOU, then said MOU will be null and void.

3.3. Work Products. All work products developed, owned or licensed by COMTO are the sole property of COMTO as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4 Confidential Information. COMTO shall maintain as confidential and proprietary all information provided by or on behalf of Accelerate Maryland Partners and/or its affiliates to COMTO in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the “Confidential Information”). The Confidential Information remains the property of the Accelerate Maryland Partners. Any citation or reference by COMTO of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. COMTO, including its affiliates and its directors, officers, employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by COMTO or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without COMTO’s prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners , its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by COMTO, except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.5. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4 MISCELLANEOUS

4.1 Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

ii. if to COMTO, to:

COMTO
1330 Braddock Place, Suite 203
Alexandria, VA 22314

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction). COMTO agrees that money damages would not be a sufficient remedy for any breach of Sections 3.2 and 3.4 of this Agreement and that Accelerate Maryland Partners will be entitled to seek specific performance and injunctive or other equitable relief for a breach of such Sections. Such equitable relief would be in addition to all other remedies available at law or in equity, including but not limited to monetary damages.

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

By: 
Name: Christian Deschauer
Title: Director, Public Affairs

MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

COMTO

By: 
Name: A. Bradley Mims
Title: President & CEO

MEMORANDUM OF UNDERSTANDING
BETWEEN
EMPLOY PRINCE GEORGE’S, INC.
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this “MOU”) is entered into as of November 12, 2020 (the “Effective Date”) between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC (“Accelerate Maryland Partners”) and Employ Prince George’s, Inc. with an address of 1801 McCormick Drive, Suite 400, Largo, MD 20774 (“[ENITTY]”).

RECITALS

A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the “Project”);

B. WHEREAS, Employ Prince George’s, Inc. is a 501c3 nonprofit organization based in Prince George’s County that provides workforce development services connecting job seekers and businesses in Prince George’s County. The mission of Employ Prince George’s is to improve the local economy by creating a demand-driven workforce system in Prince George’s County with workforce development programs that deliver qualified workers to businesses, improves the productivity of businesses, and provides job seekers with opportunities for careers in high demand/high growth industries.

C. WHEREAS, Accelerate Maryland Partners desires to enter into a collaborative agreement with Employ Prince George’s, Inc. in an effort to promote certain pre-training and supportive services programs for prospective employees of the operating entities of Accelerate Maryland Partners; and

D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

i. Accelerate Maryland Partners and Employ Prince George's, Inc. will work together to design and create support occupational skills training, career readiness training, industry workforce programs and supportive services for perspective employees of the operating entities of Accelerate Maryland Partners;

ii. Accelerate Maryland Partners and Employ Prince George's, Inc. will jointly develop career pathways for existing and future job opportunities for targeted employees of the operating entities of Accelerate Maryland Partners;

iii. Accelerate Maryland Partners and Employ Prince George's, Inc. will work together, throughout the term of this MOU and through their various partners, to provide certain recruitment, screening, assessment, pre training, training, retraining, development, career transition, job placement and retention and other related workforce services in order to create a highly qualified and diverse workforce for the operating entities of Accelerate Maryland Partners;

iv. Accelerate Maryland Partners and Employ Prince George's, Inc. will collaborate with their various partners to expand the number of available economic opportunities through advocacy and education to meet the pre training, training, and employment needs of the employees of the operating entities of Accelerate Maryland Partners;

vi. Accelerate Maryland Partners and Employ Prince George's, Inc. will work together with its various partners to link entry to mid-level jobs (competencies) to longer term job opportunities in Phases 1-Construction, and Phase 2-Operation and Maintenance of the I-495 & I-270 Public-Private Partnership Program; implement support services for career advancement opportunities that are aligned to the various career pathways, and explore ways to encourage employees of the operating entities of Accelerate Maryland Partners to participate in these pathways;

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2 TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between Employ Prince George's, Inc. and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3 COVENANTS

3.1 Cooperation. Employ Prince George's, Inc. acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that Employ Prince George's, Inc. shall not make any announcement in connection with this MOU. In the event that Employ Prince George's, Inc. or its agents announces this MOU, then said MOU will be null and void.

3.3. Work Products. All work products developed, owned or licensed by Employ Prince George's, Inc. are the sole property of Employ Prince George's, Inc. as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4. Confidential Information. Employ Prince George's, Inc. shall maintain as confidential and proprietary all information provided by or on behalf of Accelerate Maryland Partners and/or its affiliates to Employ Prince George's, Inc. in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the "Confidential Information"). The Confidential Information remains the property of the Accelerate Maryland Partners. Any citation or reference by Employ Prince George's, Inc. of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. Employ Prince George's, Inc., including its affiliates and its directors, officers, employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by Employ Prince George's, Inc. or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without Employ Prince George's, Inc.'s prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners, its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by Employ Prince George's, Inc., except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.4. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4
MISCELLANEOUS

4.1. Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

- ii. if to Employ Prince George's, Inc., to:

1801 McCormick Drive, Suite 400
Largo, MD 20774

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction). Employ Prince George's, Inc. agrees that money damages would not be a sufficient remedy for any breach of Sections 3.2 and 3.4 of this Agreement and that Accelerate Maryland Partners will be entitled to seek specific performance and injunctive or other equitable relief for a breach of such Sections. Such equitable relief would be in addition to all other remedies available at law or in equity, including but not limited to monetary damages.

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

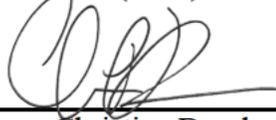
[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

By: 
Name: Christian Deschauer
Title: Director, Public Affairs

MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

Employ Prince George's, Inc.

By: 
Name: Walter L. Simmons
Title: President & CEO

MEMORANDUM OF UNDERSTANDING
BETWEEN
HISPANIC CHAMBER OF COMMERCE MONTGOMERY COUNTY
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this “MOU”) is entered into as of November 20, 2020 (the “Effective Date”) between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC, (“Accelerate Maryland Partners”) and Hispanic Chamber of Commerce Montgomery County with an address of 3930 Knowles Avenue, Kensington, MD 20895 (“HCCMC”).

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the “Project”);
- B. WHEREAS, HCCMC provides a forum for matters affecting Hispanics in business and advocates on behalf of its membership to achieve economic, educational, and social equality under the law, ensuring a positive and inclusive public image of Hispanic-owned businesses;
- C. WHEREAS, Accelerate Maryland Partners desires to enter into discussion with HCCMC regarding a collaborative effort to promote certain educational training and internship programs and/or educational services; and
- D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 **Purpose.** The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

- i. Accelerate Maryland Partners and HCCMC will work together to identify, engage and market Project subcontracting opportunities to MBE/DBE firms;

- ii. Accelerate Maryland Partners and HCCMC will collaborate to develop training modules and/or related certification programs for MBEs/DBEs designed to meet the subcontracting needs of the operating entities of Accelerate Maryland Partners;
- iii. Accelerate Maryland Partners and HCCMC will work together to develop capacity building trainings designed to promote and increase inclusion of MBEs/DBEs in the Project;
- iv. Accelerate Maryland Partners and HCCMC will work together jointly, throughout the term of this MOU and through their various partners, to market subcontracting and career opportunities for Accelerate Maryland Partners to the business community; and
- v. Accelerate Maryland Partners and HCCMC will work together jointly to promote and host networking events and outreach activities to market subcontracting opportunities, as well as, explore ways to encourage diverse suppliers to participate in these opportunities.

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2 TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between HCCMC and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3 COVENANTS

3.1 Cooperation. HCCMC acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that HCCMC shall not make any announcement in connection with this MOU. In the event that HCCMC or its agents announces this MOU, then said MOU will be null and void.

3.3. Work Products. All work products developed, owned or licensed by HCCMC are the sole property of HCCMC as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4 Confidential Information. Each party shall maintain as confidential and proprietary all information provided by or on behalf of the other party and/or its affiliates in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the “Confidential Information”). The Confidential Information remains the property of the disclosing party. Any citation or reference by HCCMC of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. HCCMC, including its affiliates and its directors, officers, employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by HCCMC or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without HCCMC’s prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners , its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by HCCMC, except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.5. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4 MISCELLANEOUS

4.1 Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

ii. if to HCCMC, to:

Carmen Larsen
3930 Knowles Avenue
Kensington, MD 20895

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction). HCCMC agrees that money damages would not be a sufficient remedy for any breach of Sections 3.2 and 3.4 of this Agreement and that Accelerate Maryland Partners will be entitled to seek specific performance and injunctive or other equitable relief for a breach of such Sections. Such equitable relief would be in addition to all other remedies available at law or in equity, including but not limited to monetary damages.

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

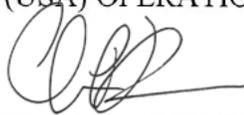
[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

By: 
Name: Christian Deschauer
Title: Director, Public Affairs

MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

HISPANIC CHAMBER OF COMMERCE MONTGOMERY COUNTY

By: 
Name: CARMEN ORTIZ LARSEN
Title: PRESIDENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
MARYLAND BLACK CHAMBER OF COMMERCE
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this "MOU") is entered into as of 11/16/2020 (the "Effective Date") between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC, ("Accelerate Maryland Partners") and Maryland Black Chamber of Commerce with an address of 15800 Crabbs Branch Way, Suite 300, Rockville, Maryland 20855 ("[ENTITY]").

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the "Project");
- B. WHEREAS, Maryland Black Chamber of Commerce is a member of the U.S. Black Chambers, Inc. (USBC) which provides committed, visionary leadership and advocacy in the realization of economic empowerment. Through the creation of resources and initiatives, we support African American Chambers of Commerce and business organizations in their work of developing and growing Black enterprises.
- C. WHEREAS, Accelerate Maryland Partners desires to enter into discussion with Maryland Black Chamber of Commerce regarding a collaborative effort to promote certain educational training and internship programs and/or educational services; and
- D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

- i. Accelerate Maryland Partners and Maryland Black Chamber of Commerce will work together to identify, engage and market Project subcontracting opportunities to MBE/DBE firms;
- ii. Accelerate Maryland Partners and Maryland Black Chamber of Commerce will collaborate to develop training modules and/or related certification programs for MBEs/DBEs designed to meet the subcontracting needs of the operating entities of Accelerate Maryland Partners;
- iii. Accelerate Maryland Partners and Maryland Black Chamber of Commerce will work together to develop capacity building trainings designed to promote and increase inclusion of MBEs/DBEs in the Project;
- iv. Accelerate Maryland Partners and Maryland Black Chamber of Commerce will work together jointly, throughout the term of this MOU and through their various partners, to market subcontracting and career opportunities for Accelerate Maryland Partners to the business community; and
- v. Accelerate Maryland Partners and Maryland Black Chamber of Commerce will work together jointly to promote and host networking events and outreach activities to market subcontracting opportunities, as well as, explore ways to encourage diverse suppliers to participate in these opportunities.

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2 TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between Maryland Black Chamber of Commerce and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3 COVENANTS

3.1 Cooperation. Maryland Black Chamber of Commerce acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that Maryland Black Chamber of

Commerce shall not make any announcement in connection with this MOU. In the event that Maryland Black Chamber of Commerce or its agents announces this MOU, then said MOU will be null and void.

3.3. Work Products. All work products developed, owned or licensed by Maryland Black Chamber of Commerce are the sole property of Maryland Black Chamber of Commerce as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4 Confidential Information. Maryland Black Chamber of Commerce shall maintain as confidential and proprietary all information provided by or on behalf of Accelerate Maryland Partners and/or its affiliates to Maryland Black Chamber of Commerce in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the "Confidential Information"). The Confidential Information remains the property of the Accelerate Maryland Partners. Any citation or reference by Maryland Black Chamber of Commerce of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. Maryland Black Chamber of Commerce, including its affiliates and its directors, officers, employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by Maryland Black Chamber of Commerce or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without Maryland Black Chamber of Commerce's prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners, its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by Maryland Black Chamber of Commerce except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.5. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4
MISCELLANEOUS

4.1 Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

- ii. if to Maryland Black Chamber of Commerce to:

Maryland Black Chamber of Commerce
15800 Crabbs Branch Way, Suite 300,
Rockville, Maryland 20855

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction). Maryland Black Chamber of Commerce agrees that money damages would not be a sufficient remedy for any breach of Sections 3.2 and 3.4 of this Agreement and that Accelerate Maryland Partners will be entitled to seek specific performance and injunctive or other equitable relief for a breach of such Sections. Such equitable relief would be in addition to all other remedies available at law or in equity, including but not limited to monetary damages.

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

[ENTITY] MOU TEMPLATE
Page 4

[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

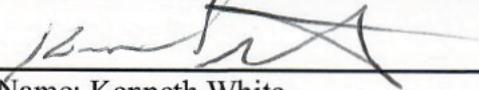
By: 
Name: Christian Deschauer
Title: Director, Public Affairs

MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

MARYLAND BLACK CHAMBER OF COMMERCE

By: 
Name: Kenneth White
Title: Chairman, Board of Directors

MEMORANDUM OF UNDERSTANDING
BETWEEN
People for Change Coalition, Inc.
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this “MOU”) is entered into as of November 11, 2020 (the “Effective Date”) between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC (“Accelerate Maryland Partners”) and People for Change Coalition, Inc. with an address of 9500 Medical Center Drive, Suite 460, Largo, MD 20774.

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the “Project”);
- B. WHEREAS, People for Change Coalition, Inc. (PFC Coalition) is a nonprofit membership organization representing over 300 nonprofits and minority businesses in Prince George's County, whose mission is to develop the nonprofit and minority business sector by providing assessment, support and expansion services.
- C. WHEREAS, Accelerate Maryland Partners desires to enter into a collaborative agreement with People for Change Coalition, Inc. in an effort to promote certain pre-training and supportive services programs for prospective employees of the operating entities of Accelerate Maryland Partners; and
- D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

i. Accelerate Maryland Partners and People for Change Coalition, Inc. will work together to design and create support pre training and support services programs for employees of the operating entities of Accelerate Maryland Partners;

ii. Accelerate Maryland Partners and People for Change Coalition, Inc. will jointly develop pathways for existing and future job opportunities for targeted employees of the operating entities of Accelerate Maryland Partners;

iii. Accelerate Maryland Partners and People for Change Coalition, Inc. will work together, throughout the term of this MOU and through their various partners, to provide certain recruitment, screening, assessment, pre training, training, retraining, development, career transition, job placement and retention and other related workforce services in order to create a highly qualified and diverse workforce for the operating entities of Accelerate Maryland Partners;

iv. Accelerate Maryland Partners and People for Change Coalition, Inc. will collaborate with their various partners to expand the number of available economic opportunities through advocacy and education to meet the pre training, training, and employment needs of the employees of the operating entities of Accelerate Maryland Partners;

vi. Accelerate Maryland Partners and People for Change Coalition, Inc. will work together with its various partners to link entry level jobs (competencies) to longer term job opportunities in Phases 1-Construction, and Phase 2-Operation and Maintenance of the I-495 & I-270 Public-Private Partnership Program; implement support services for career advancement opportunities that are aligned to the various career pathways, and explore ways to encourage employees of the operating entities of Accelerate Maryland Partners to participate in these pathways;

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2 TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between People for Change Coalition, Inc. and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3
COVENANTS

3.1 Cooperation. People for Change Coalition, Inc. acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that People for Change Coalition, Inc. shall not make any announcement in connection with this MOU. In the event that People for Change Coalition, Inc. or its agents announces this MOU, then said MOU will be null and void.

3.3. Work Products. All work products developed, owned or licensed by People for Change Coalition, Inc. are the sole property of People for Change Coalition, Inc. as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4. Confidential Information. People for Change Coalition, Inc. shall maintain as confidential and proprietary all information provided by or on behalf of Accelerate Maryland Partners and/or its affiliates to People for Change Coalition, Inc. in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the "Confidential Information"). The Confidential Information remains the property of the Accelerate Maryland Partners. Any citation or reference by People for Change Coalition, Inc. of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. People for Change Coalition, Inc., including its affiliates and its directors, officers, employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by People for Change Coalition, Inc. or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without People for Change Coalition, Inc.'s prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners, its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by People for Change Coalition, Inc., except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.4. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation

of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4
MISCELLANEOUS

4.1. Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

- ii. if to People for Change Coalition, Inc., to:

People for Change Coalition, Inc.
9500 Medical Center Drive, Suite 460
Largo, MD 20774

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction). People for Change Coalition, Inc. agrees that money damages would not be a sufficient remedy for any breach of Sections 3.2 and 3.4 of this Agreement and that Accelerate Maryland Partners will be entitled to seek specific performance and injunctive or other equitable relief for a breach of such Sections. Such equitable relief would be in addition to all other remedies available at law or in equity, including but not limited to monetary damages.

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

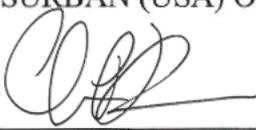
Signature page follows.

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

By:  _____

Name: Christian Deschauer

Title: Director, Public Affairs

MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By:  _____

Name: Sandeep Gopalan

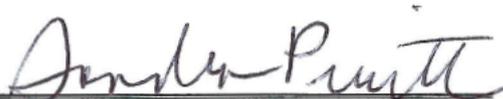
Title: Vice President

By:  _____

Name: Sarah Schick

Title: Manager

PEOPLE FOR CHANGE COALITION, INC.

By:  _____

Name: Sandra Pruitt

Title: Executive Director

MEMORANDUM OF UNDERSTANDING

BETWEEN

Prince George's Chamber of Commerce

AND

ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this "MOU") is entered into as of December 9, 2020 between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC, ("Accelerate Maryland Partners") and Prince George's Chamber of Commerce ("Chamber") with an address of 4640 Forbes Blvd, Lanham, Maryland.

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the "Project");
- B. WHEREAS, Prince George's Chamber is a business association
- C. WHEREAS, Accelerate Maryland Partners desires to enter discussion with Chamber regarding a collaborative effort to promote certain educational training and internship programs and/or educational services; and
- D. NOW THEREFORE, in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

- i. Accelerate Maryland Partners and Chamber will work together to identify, engage, and market Project subcontracting opportunities to MBE/DBE firms.
- ii. Accelerate Maryland Partners and Chamber will collaborate to develop training modules and/or related certification programs for MBEs/DBEs designed to meet the subcontracting needs of the operating entities of Accelerate Maryland Partners.

- iii. Accelerate Maryland Partners and Chamber will work together to develop capacity building trainings designed to promote and increase inclusion of MBEs/DBEs in the Project.
- iv. Accelerate Maryland Partners and Chamber will work together jointly, throughout the term of this MOU and through their various partners, to market subcontracting and career opportunities for Accelerate Maryland Partners to the business community; and
- v. Accelerate Maryland Partners and Chamber will work together jointly to promote and host networking events and outreach activities to market subcontracting opportunities, as well as explore ways to encourage diverse suppliers to participate in these opportunities.

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2 TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between Chamber and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3 COVENANTS

3.1 Cooperation. Chamber acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that Chamber shall not make any announcement in connection with this MOU. If Chamber, or its agents announces this MOU, then said MOU will be null and void.

3.3 Work Products. All work products developed, owned, or licensed by Chamber are the sole property of Chamber as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4 Confidential Information. Chamber shall maintain as confidential and proprietary all information that has been identified in writing as confidential and proprietary provided by or on behalf

of Accelerate Maryland Partners and/or its affiliates to Chamber in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the “Confidential Information”), except as required by law, regulation, or legal process. Any citation or reference by Chamber of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. Chamber, including its affiliates and its directors, officers, employees, advisors, or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by Chamber or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without Chamber’s prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners, its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by Chamber, except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.5. Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement. Except for claims alleging negligence on behalf of the Chamber, the Chamber will be held harmless of all suits that Partners may encounter in execution of the project. Suits include and not excluded to workman compensation, unfilled work product or any accidents that occur in execution of the project.

3.6 Chamber Membership: If awarded the contract, the Partnership will become Chamber members.

ARTICLE 4 MISCELLANEOUS

4.1 Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.

7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

ii. if to Chamber, to:

4640 Forbes Blvd
Lanham, Maryland 20706

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction).

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

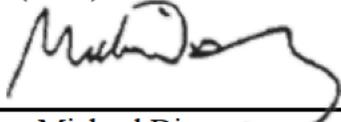
[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

By: 
Name: Michael Discenza
Title: Chief Financial Officer

MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

PRINCE GEORGE'S CHAMBER OF COMMERCE

By: 
Name: David C. Harrington
Title: President & CEO

MEMORANDUM OF UNDERSTANDING
BETWEEN
Prince George's Community College
AND
ACCELERATE MARYLAND PARTNERS LLC

This Memorandum of Understanding and all exhibits attached and incorporated herein (this "MOU") is entered into as of November 19, 2020 (the "Effective Date") between Accelerate Maryland Partners LLC, the consortium organized as a Delaware limited liability company by Transurban (USA) Operations Inc. and Macquarie Infrastructure Developments LLC, ("Accelerate Maryland Partners") and Prince George's Community College with an address of 301 Largo Road, Largo, MD 20774 ("PGCC").

RECITALS

- A. WHEREAS, Accelerate Maryland Partners is preparing a response(s) to a Request for Proposal issued by Maryland Department of Transportation for a proposal to design, build, construct, finance, operate and maintain Phase 1 of the I-495 & I-270 Public-Private Partnership Program (the "Project");
- B. WHEREAS, Prince George's Community College, established in 1958, is a public community college accredited by the Middle States Commission on Higher Education (MSCHE), The MSCHE is an institutional accrediting agency recognized by the U.S. Secretary of Education and the Council on Higher Education Accreditation.
- C. WHEREAS, Accelerate Maryland Partners desires to enter into discussion with PGCC regarding a collaborative effort to promote certain educational training and internship programs and/or educational services; and
- D. NOW THEREFORE in consideration of the recitals, covenants and other provisions set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree:

ARTICLE 1
PURPOSE

1.1 Purpose. The parties shall make a good faith effort to collaborate in devising programs that will promote employment opportunities among the operating entities of Accelerate Maryland Partners. The parties agree that if Accelerate Maryland Partners is granted an award to design, build, construct, finance, operate and maintain Phase 1 of the Project, then:

- i. Accelerate Maryland Partners and PGCC will work together to create and support continuing career education and training for employees of the operating entities of Accelerate Maryland Partners;

- ii. Accelerate Maryland Partners and PGCC will jointly market career opportunities for Accelerate Maryland Partners to the community;
- iii. Accelerate Maryland Partners and PGCC will work together, throughout the term of this MOU and through their various partners, to provide certain recruitment, screening, assessment, training, retraining, development, career transition, job placement and retention and other related workforce services in order to create a highly qualified and diverse workforce for the operating entities of Accelerate Maryland Partners;
- iv. Accelerate Maryland Partners and PGCC will collaborate for the development of paid and unpaid internship programs with the operating entities of Accelerate Maryland Partners. Such internships are to be developed to accommodate each individual intern's studies, work and life responsibilities;
- v. Accelerate Maryland Partners and PGCC will collaborate to develop training modules and/or related certificate programs for current and incumbent workers designed to meet the training and employment needs of the operating entities of Accelerate Maryland Partners;
- vi. Accelerate Maryland Partners and PGCC will work together to review and implement educational and training career advancement opportunities that are aligned to the various career pathways, and explore ways to encourage employees of the operating entities of Accelerate Maryland Partners to participate in these pathways; and
- vii. Accelerate Maryland Partners will collaborate with PGCC to ensure that the design and implementation of the training and employment related programs developed by the parties are consistent with federal, state and local regulations and any requirements of the comprehensive agreement between Accelerate Maryland Partners and the State of Maryland.

1.2 Other Agreements. Notwithstanding the foregoing, the parties acknowledge and agree that this MOU does not confer any obligation on either party to enter into any other agreement with the other party with respect to the Project.

ARTICLE 2

TERM

2. Term. This MOU will begin on its Effective Date and remain in full force and effect until the earlier of (i) the date an entity other than Accelerate Maryland Partners is selected as the preferred partner for the Project, (ii) the date the State of Maryland cancels the Project, and (iii) the date upon which a final binding agreement between PGCC and Accelerate Maryland Partners is executed within ninety (90) days of Accelerate Maryland Partners achieving financial close of the Project; provided, however, that such termination shall not be made public by either party without the prior written consent of the other party.

ARTICLE 3
COVENANTS

3.1 Cooperation. PGCC acknowledges and agrees that this MOU may become part of Accelerate Maryland Partners' economic empowerment and stewardship proposal and may be referenced in public discussions in connection therewith.

3.2 Publicity. The parties agree that the announcement of the execution of this MOU is the sole responsibility of Accelerate Maryland Partners and that PGCC shall not make any announcement in connection with this MOU. In the event that PGCC or its agents announces this MOU, then said MOU will be null and void.

3.3 Work Products. All work products developed, owned or licensed by PGCC are the sole property of PGCC as long as said work product is developed for the purpose of economic empowerment and stewardship planning for the Project.

3.4 Confidential Information. PGCC shall maintain as confidential and proprietary all information provided by or on behalf of Accelerate Maryland Partners and/or its affiliates to PGCC in connection with this MOU, including the terms of the economic empowerment and stewardship proposal (the "Confidential Information"). The Confidential Information remains the property of the Accelerate Maryland Partners. Any citation or reference by PGCC of Accelerate Maryland Partners economic empowerment and stewardship proposal will require the written permission of Accelerate Maryland Partners. [ENTITY], including its affiliates and its directors, officers, employees, advisors or agents, shall not disclose any Confidential Information to any other person (other than the persons employed by PGCC or its affiliates or its or their respective directors, officers, employees, advisors or agents) without the prior written consent of Accelerate Maryland Partners. Accelerate Maryland Partners including its affiliates and its directors, officers, employees, advisors or agents shall not, without PGCC's prior written consent, disclose to any person (other than the persons employed by Accelerate Maryland Partners, its affiliates or its and their respective directors, officers, employees, advisors or agents) any information that has been identified in writing as confidential by PGCC, except as required by law, regulation (including stock exchange, regulatory, and self-regulatory organization or body) or legal process.

3.5 Certain Acknowledgements. The parties acknowledge and agree that no binding agreements shall exist between the parties for any purpose until a final, definitive agreement has been executed and delivered by the parties. Except for the confidentiality obligations under Sections 3.2 and 3.4 above and Article 4, the parties agree that no party shall have any legal rights or claims against the other party under this MOU or by reason of any action taken, statements made, writings delivered or other matters undertaken by a party in reliance upon this MOU, including without limitation, any expenditure of funds, partial performance of transactions completed herein, or any other actions of a party, except for claims related to an alleged violation of the confidentiality obligations under Sections 3.2 or 3.4 above. The parties acknowledge and agree that this MOU does not address all the essential terms of the proposed business relationship between the parties contemplated herein and that such terms will be subject to further negotiation. No party shall have any obligation, duty or liability to the other party on account of negotiations under this MOU or otherwise, any course of dealing or any action statement, or writing made or delivered by either party pursuant to this MOU. Furthermore, the final approval and execution of any definitive agreement between the parties is subject to each party receiving its respective internal approvals to enter into such definitive agreement.

ARTICLE 4
MISCELLANEOUS

4.1 Notices. All written notices delivered under this MOU shall be addressed, postage prepaid, as follows:

- i. if to Accelerate Maryland Partners, to:

Accelerate Maryland Partners LLC
c/o Transurban (USA) Operations Inc.
7900 Westpark Drive, Suite T500
Tysons, VA 22102

With copy to:

Accelerate Maryland Partners LLC
c/o Macquarie Infrastructure Developments LLC
125 West 55th Street
New York, NY 10019

- ii. if to Prince George's Community College to:

Prince George's Community College
301 Largo Road
Largo, MD 20774

4.2 Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of Maryland (without regard to any conflicts of law rule that would require the application of the law of any other jurisdiction). PGCC agrees that money damages would not be a sufficient remedy for any breach of Sections 3.2 and 3.4 of this Agreement and that Accelerate Maryland Partners will be entitled to seek specific performance and injunctive or other equitable relief for a breach of such Sections. Such equitable relief would be in addition to all other remedies available at law or in equity, including but not limited to monetary damages.

4.3 Severability. If any term or provision of this MOU shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this MOU, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations to the fullest permissible extent the intent and agreements of the parties herein set forth.

4.4 Entire Agreement. This MOU constitutes the entire agreement between both parties and both parties acknowledge there are no other agreements in existence either expressed or implied in connection with the proposed business relationship between the parties contemplated herein.

4.5 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of

an executed counterpart of this letter agreement by facsimile, email or other form of electronic transmission shall be deemed to constitute due and sufficient delivery of such counterpart.

[Signature page follows.]

IN WITNESS WHEREOF, this MOU has been duly executed and delivered by the duly authorized representatives of the parties as of the day and year first written above.

ACCELERATE MARYLAND PARTNERS LLC

By:

TRANSURBAN (USA) OPERATIONS INC.

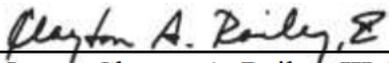
By: 
Name: Christian Deschauer
Title: Director, Public Affairs

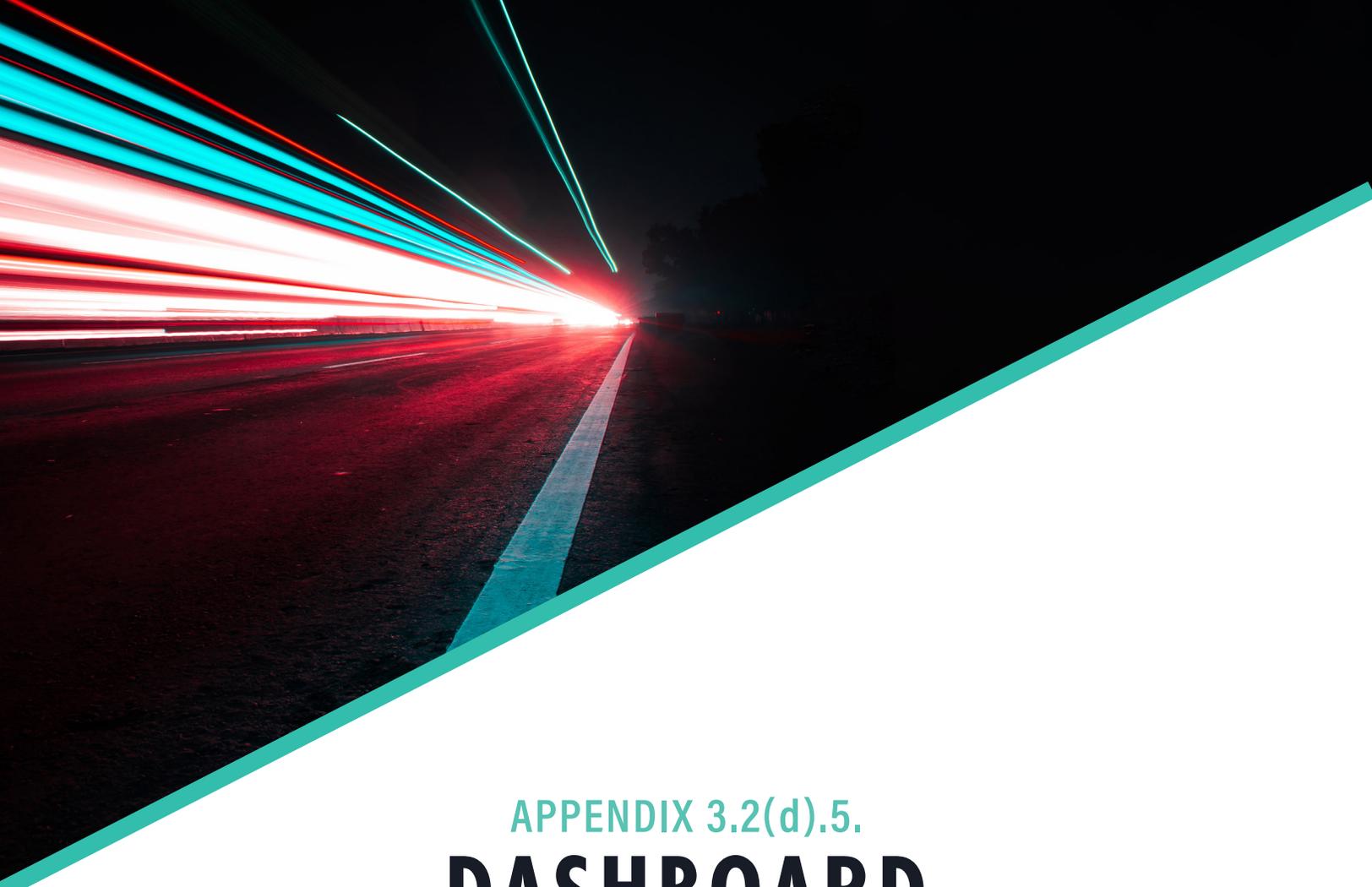
MACQUARIE INFRASTRUCTURE DEVELOPMENTS LLC

By: 
Name: Sandeep Gopalan
Title: Vice President

By: 
Name: Sarah Schick
Title: Manager

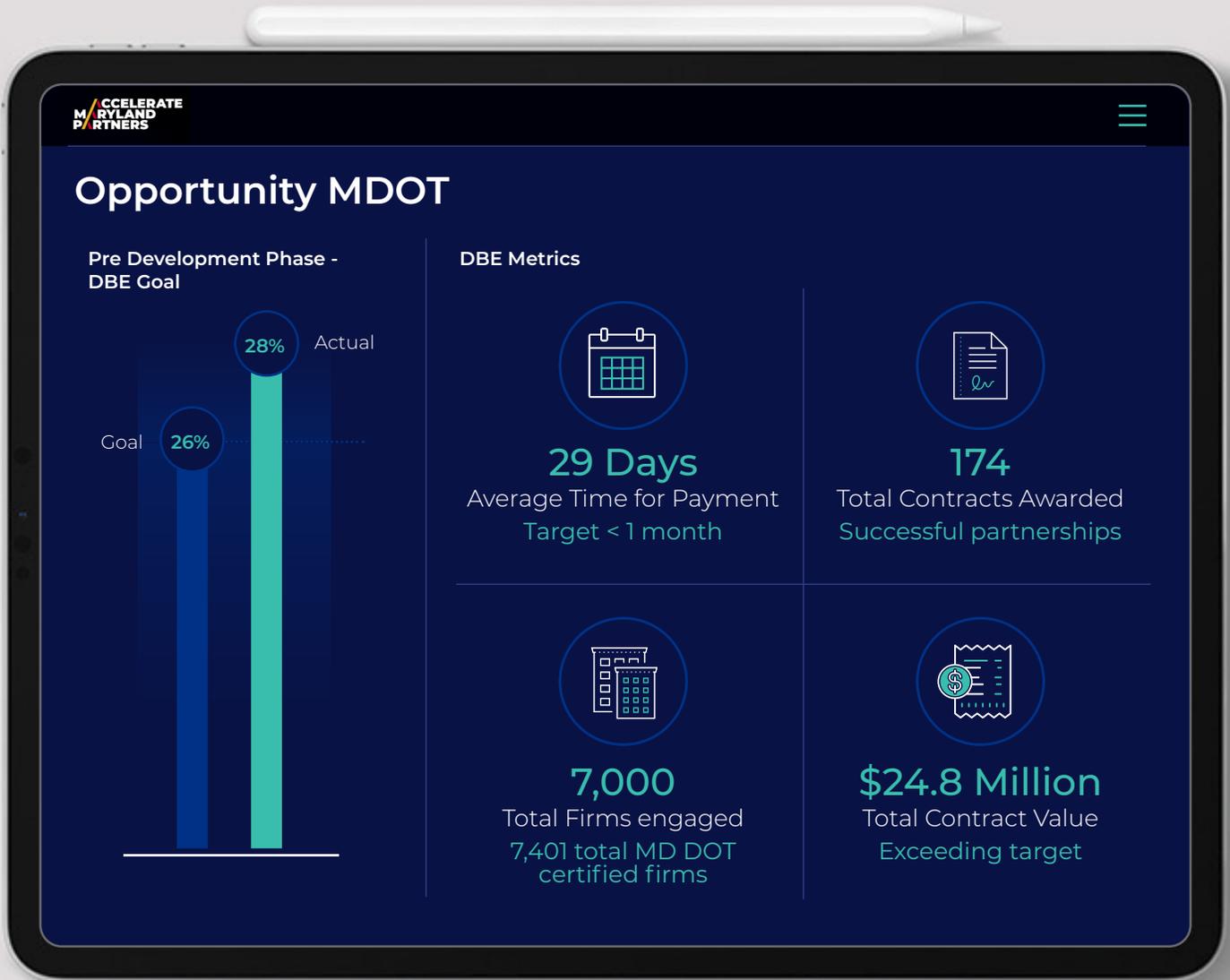
Prince George's Community College

By: 
Name: Clayton A. Railey, III, Ph.D
Title: Executive Vice President and Provost



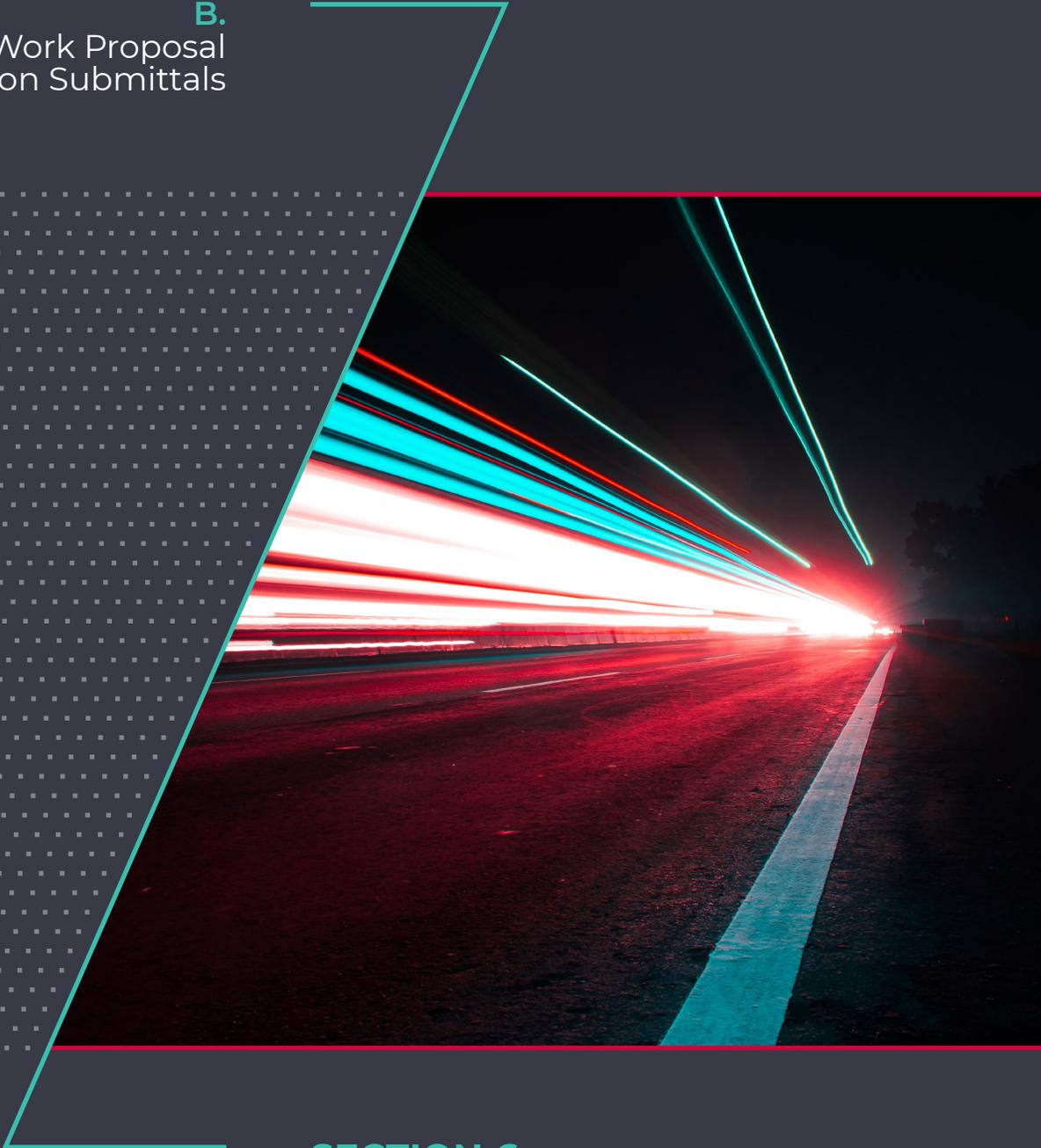
APPENDIX 3.2(d).5.

DASHBOARD RENDERING



FOR ILLUSTRATIVE PURPOSES ONLY

B.
Predevelopment Work Proposal
Evaluation Submittals



SECTION 6.

Congestion
Relief

CONGESTION RELIEF

Marylanders face the second highest commuting times in the US. As local residents, AM Partners understands both the uncertainty arising from COVID-19 travel behavior disruption and the long-term effects of congestion on the amenities, economy, and health of the National Capital Region. The P3 Program is a once-in-a-generation investment opportunity, allowing Maryland to deliver transformational congestion relief and life-changing improvements.

We will holistically address congestion in the region through every stage of the Project, facilitating traveler choice, enhancing multi-modal mobility, and ensuring trip reliability for all. Over the life of the Project, we will leverage our comprehensive approach to congestion relief and commit to¹:



Manage Demand	<ul style="list-style-type: none"> > Provide \$1.8B worth of transit funding and innovative transit services over the term of the Project > Define and deliver a next generation dynamic tolling solution for Maryland > Deliver a comprehensive digital multi-modal mobility platform for the Project > Utilize social media and online communications, including geo-fencing, virtual meeting rooms, and electronic notifications to communicate Project activities, traffic information, and safety campaigns to the public > Execute in-person outreach at community events, host briefings with citizens and homeowners' associations and use traditional channels to amplify the Transportation Management Plan (TMP) messaging
Enhance Capacity	<ul style="list-style-type: none"> > Deliver 18 intersection improvements within the Phase South corridor and \$5M funding during construction of Phase South Vision Zero to support bus priority and pedestrian safety measures > Extend benefits beyond the Project limits, including intersection improvements, bus priority lanes, and neighborhood pedestrian and bicycle infrastructure > Leverage and execute opportunities to increase Priced Managed Lanes (PML) capacities through early adoption of Connected Autonomous Vehicle (CAV) technology > Right-size park-and-ride facilities by using microtransit and bikeshare as last-mile innovative transit solutions
Operate More Efficiently	<ul style="list-style-type: none"> > Provide a consistent user experience in the General Purpose Lanes (GP Lanes) and PML by undertaking general operations and maintenance responsibilities of the GP Lanes to the same performance standards as the PML > Fund a \$200,000 study with University of Maryland to monitor traffic volumes and safety during construction > Provide virtual reality drive-throughs, app-based trip planning, customer alerts, and communications > Provide MDOT with real-time reporting through a dashboard by Esri that includes key transit metrics, neighborhood impact statistics and TMP key reporting metrics > Identify corrective measures for incidents by studying data within and adjacent to the Project limits > Install new GP Lanes ramp meters when an agreed ramp capacity is reached across all of Phase South > Enhance our maintenance program through preventative and predictive insights from our digital twin

1. REGIONAL TRANSIT IMPROVEMENTS

High quality public transit is indispensable to the sustainable and equitable growth of any region and the National Capital Region is no exception. Transit plays a key role in reducing traffic congestion, improving local air quality, reducing emissions, and connecting people to economic opportunities. Yet, too many residents in the region lack access to safe, reliable, and efficient public transit options. As the State works toward recovering from COVID-19 pandemic challenges, AM Partners is committed to building a comprehensive mobility system that includes world-class transit options to complement the PML. We propose to provide up to \$300M of transit services over the concession term of Phase South and an additional \$1.5B in transit funding through Phase North, over and above the Regional Transit Service improvements to be identified through the State's Transit Memorandum of Understanding (MOU) process with the counties affected by the Project (Affected Counties). We have partnered with Via and Cavnue—global leaders in transit and public mobility innovation—to help deliver on this commitment. Specifically, AM Partners will:

- > **Support the State in continuing the intergovernmental transit planning work** conducted to date by assisting with transit planning studies, stakeholder engagement and management, and transit service design, to the extent desired by the State. We will draw on Via's expertise designing and delivering innovative public mobility systems for more than 200 cities and counties around the world, including Montgomery County and the District of Columbia.

- > **Provide a significant transit funding commitment of at least \$1.8B over the Project concession term** through a mix of direct provision of innovative transit services and grants that provide flexibility for the State and Affected Counties to allocate this funding to their priorities.
- > **Enhance multi-modal mobility** by delivering a comprehensive digital mobility platform that connects disparate modes and systems through a unified trip planning and ticketing tool. We will focus on ensuring that historically underserved communities, including low-income communities, communities of color, and residents with disabilities gain access to high quality transit options throughout the corridor.
- > **Directly provide innovative services that complement and enhance the core of the regional transit system.** For example, we will build on Montgomery County's early success with the Ride On Flex microtransit system to enhance first- and last-mile connectivity to new and existing fixed route transit systems, such as future bus rapid transit corridors. In addition, we will provide innovative financing tools to accelerate the electrification of the region's bus fleet and invest in the technology and infrastructure required today to ensure that the National Capital Region is prepared for the connected and autonomous mobility future.

VIA

Via is the world's leading developer and operator of advanced public mobility systems. Their software powers fleets of dynamic on-demand microtransit vehicles, fixed route buses, paratransit vehicles, school buses, and autonomous vehicles through partnerships with 200 cities, counties, and agencies around the world. In addition to powering services that have delivered more than 80m rides across 20+ countries, Via's transit planning and consulting team has helped cities around the world plan for and deploy innovative technology-enabled transit improvements. The video at the link below highlights Via's last-mile microtransit partnership in Seattle, which has improved transit access and convenience:



<https://grist.org/video/seattle-has-a-new-transit-experiment-we-put-it-to-the-test/>

1.1. SUPPORT THE TRANSIT MOU PROCESS

AM Partners has followed the work done by MDOT's Transit Work Group (MTWG) since its inception in May 2019, including the development of the Transit Service Coordination Report (TSCR). We will support the MTWG and other stakeholders in identifying and delivering impactful regional transit service improvements.

1.1.1. A COLLABORATIVE PROCESS FOR TRANSIT PLANNING

During the Predevelopment Work Stage, AM Partners will work in close collaboration with MDOT to develop a Regional Transit Action Plan (Action Plan) for the Project. AM Partners will meet regularly and work with representatives from MDOT, the Affected Counties, and applicable regional transit and planning authorities to develop, refine, and expand on the TSCR recommendations and other applicable regional planning studies and State/agency investment plans. The primary objectives of the Action Plan are to:

1 Agree on a plan to engage with regional stakeholders including regular coordination meetings with the State and Affected Counties

2 Coordinate with the Metropolitan Washington Council of Governments (MWCOC) Regional Travel Model 2045 and the Visualize 2045 Air Quality Conformity Analysis, updating VISSIM and other models as necessary

3 Identify and develop a set of transit improvements we will deliver through the Section Work, supported by the development of a comprehensive study of site constraints resulting from existing roads overpassing structures creating pinch points, bridges over roadways, waterways, railways or existing interchange ramps.

4 Coordinate planning to ensure that the Project complements and enhances the region's overall transit network

Transit planning roundtables will address design, constructability, lifecycle, and handback considerations for the transit service improvements contemplated by MDOT to ensure that such improvements can be delivered as part of the Section Work without any State funding.

1.1.2. ASSESS OPTIONS FOR FIXED ROUTE TRANSIT AND COMPLEMENTARY MODES

As part of the planning process, we will undertake a comprehensive transit optimization study for the corridor. This will include a review of existing conditions, an analysis of Project-specific challenges, and review of the impact of various proposed transit alternatives.

For example, if the State desires, we will build on planning work performed to date and assess the feasibility and regional impacts of proposals, such as a new express bus route from Bethesda to Tysons Corner or other bus rapid transit routes under consideration. If one or more of these proposals emerges as a selected alternative, AM Partners' transit funding commitment will be available to support its implementation.

TRANSIT EXPERTISE

Collectively, our team has delivered more than 200 MDOT State Highway Administration (MDOT SHA) projects over the past four decades and has partnered with Washington's District Department of Transportation (DDOT) and MCDOT, among dozens of other agencies, to develop and deliver innovative transit services such as Ride On Flex.



AM Partners will employ industry-leading tools to help the State and Affected Counties understand the potential to complement fixed route rail and bus services with emerging modes. Via's proprietary simulation tools will identify where microtransit can deliver the greatest impact by filling gaps in existing transit network coverage and where investments in microtransit, bike, and pedestrian assets can most improve first- and last-mile access to transit. These analyses will help identify important tradeoffs between quality of service (including expected wait times and route detours), cost, and geographic coverage in designing service areas for various modes.

We will also support the MTWG's review of proposed and alternative major multi-modal hubs and transfer points, including new express bus boarding areas near PML access points, which is key to facilitating transit and ridership growth. As discussed below, innovative station access strategies can deliver significant value to the State by ensuring that public land is used for its highest valued uses.

AM Partners has included TSCR recommendations as part of our design and constructability review for all access points within the corridor. Our proposed changes enhance access for local and regional bus services and consider future multi-modal hub locations, augmented with transit vehicle priority at on-ramps and key intersections.

AM Partners will leverage our established infrastructure, operations, and transit partnerships across Virginia and Maryland, and our unique ability to provide end-to-end transit infrastructure solutions in support of bi-State transit initiatives, such as the interstate partnership for a new bus service between Montgomery and Fairfax counties.

1.2. PROVIDE CRITICAL FINANCIAL SUPPORT FOR TRANSIT SERVICES

AM Partners commits to include in our proposal for Phase North a dedicated and reliable payment stream to support transit services. This ongoing funding grant will help support key regional transit priorities, mitigate funding challenges raised by the COVID-19 pandemic, and facilitate NEPA process completion by addressing concerns of key stakeholders.

For many households, transportation is the second largest category of expense after housing, presenting a significant burden and inhibiting economic mobility. While residents with disabilities and over the age of 65 already have access to discounted transit passes, AM Partners is committed to expanding fare subsidies to disadvantaged residents along the corridor. As part of our Transit Funding Commitment, we will work with Montgomery, Frederick, and Prince George's counties to provide a subsidy to cover the cost of transit fares for eligible low-income riders.



1.2.1. SCALE MONTGOMERY COUNTY'S MICROTRANSIT SUCCESS ALONG THE CORRIDOR

AM Partners will alleviate traffic congestion and improve regional mobility by deploying on-demand, dynamically routed microtransit services within the Project corridor. Riders will have access to the MyCommute App (described in more detail below) to request an on-demand transit trip from their home or workplace to connect to area bus, rail, bike, and pedestrian networks, making it easier for riders to access Ride On, WMATA, TransIT, and future Bus Rapid Transit (BRT) services.

AM Partners' transit and mobility partner, Via, currently powers Montgomery County's Ride On Flex service through a partnership with MCDOT. The service provides on-demand last-mile connections to transit hubs including the Rockville, Glenmont, and Wheaton WMATA Metrorail stations. Riders use a smartphone app or call a dispatcher to request a ride and a vehicle picks the rider up near their home and drops them at the Metrorail station. Ride On Flex vehicles are wheelchair-accessible and include Wi-Fi to ensure passengers can be productive during their commute. Ride on Flex is popular with riders and MCDOT plans to expand the service.



Funded through AM Partners' transit funding commitment, our microtransit solution will be fully defined in close coordination with MDOT and regional stakeholders.

IMPROVE ADA PARATRANSIT

Via's technology can reduce Maryland's expenses on paratransit trips, often the most expensive and difficult for transit agencies to operate, while improving the transit experience for riders with disabilities. Via has used automated booking technology and sophisticated routing and ride assignment algorithms to deliver savings and service improvements to agencies in the region and around the world, including Virginia's Hampton Roads Transit.



1.2.2. COMPREHENSIVE DIGITAL MOBILITY PLATFORM TO IMPROVE MULTI-MODAL CONNECTIVITY

With MDOT's approval, AM Partners will deliver an innovative mobility-as-a-service platform, MyCommute, expanding commuter choice and making it easier than ever to plan and book multi-modal transit trips. Some of MyCommute's key features include:

Multi-modal trip planning and ticketing

Users enter their origin and destination, and the app will display total journey time and cost, for both public transit and private vehicle trips, taking into account current transit fares, real-time traffic conditions, live toll rates, and parking information. This makes it easy for commuters to understand and assess tradeoffs between their modal choices. The app can return a single ticket for an entire trip, which may include both an on-demand leg for the first and last mile, and a fixed route, such as Metrorail or commuter bus. MyCommute would also integrate with other emerging and future mobility solutions, including Capital Bikeshare and other bike, pedestrian, and micro-mobility options.



Fare Capping and Fair Fares

Supported by AM Partners' financial commitment, MyCommute's digital multi-modal ticketing system will simplify fare capping and transit subsidies across networks such as MARC, WMATA, Ride On, TransIT, and other systems so that transit affordability is never a barrier to economic mobility.

A Gamified Congestion Management Solution

MyCommute can challenge riders to make more sustainable choices by awarding points for each trip taken on sustainable modes and debiting points for each single occupancy trip. These points can be redeemed for rewards from local partners. This solution will build on existing programs in the area, such as Commuter Connections' incentrip app.

Account Management

Riders can view history for both transit trips and tolls, purchase transit passes, pay tolls through integration with Transurban's GoToll platform, and message customer service for support.

Accessibility to Everyone

Including travelers with disabilities, limited mobility, visual or hearing impairments, and riders without smartphones or access to banking.

Integration with Parking Providers and EV Charging Networks

Users can reserve and pay for monthly, daily, or hourly parking and electric vehicle (EV) charging in one tap. This will reduce the circling for parking or charging that studies suggest may be responsible for up to 30% of urban congestion.

Manage Concessionary Toll Rates

Either on a one-time or ongoing basis for designated populations such as seniors, low-income residents, schools or non-profits. Eligible drivers with registered battery EVs can automatically receive concessionary toll rates on days designated as Air Quality Alert days.

DELIVERING VALUE WITH A MODERN APPROACH TO PARK-AND-RIDE

Based on projected 2045 transit ridership, the TSCR identifies a deficiency of at least 4,150 park-and-ride spaces along the region's corridors, requiring more than 30 acres of high-value land to be acquired and paved. AM Partners can help right-size park-and-ride facilities of the future with microtransit and bikeshare solutions; instead of commuters driving their own car to a park-and-ride, they can reach a bus or rail station using a shared bike or electric microtransit ride. This approach will save the State money on land acquisition, while supporting sustainable land use that contributes to the area's resilience. AM Partners has also engaged with Annapolis-based STEER (<https://steer-tech.com>), whose autonomous vehicle parking technology was piloted at BWI Airport and Dorsey Run MARC Station and can help further optimize the footprint needed for park-and-ride facilities, while enhancing customer experience, safety, and supporting local MWBE businesses.

1.2.3. ACCELERATE THE REGION'S PATHWAY TO BUS FLEET ELECTRIFICATION

We support the State's commitment to sustainability and are pleased to note the recent additions of new battery electric buses to Montgomery County's Ride On and Frederick County's TransIT fleets. We will work with regional transit providers to accelerate fleet electrification by offering a zero-interest loan facility as part of our transit funding commitment. Electric buses often pay for themselves over a period of a time through reduced O&M and fuel spend but are more expensive than traditional diesel models up front. By providing zero-interest financing to spread the cost of the battery and charging infrastructure over the life of the vehicle, we will support MCDOT, TransIT, WMATA, and others in speeding the transition to fully electric fleets.

1.2.4. PREPARE FOR A CONNECTED, AUTONOMOUS FUTURE

AM Partners' digital twin investment, combined with physical transit and digital infrastructure facilitating real-time communications and data collection with a back-end controller, will support future mobility options such as CAV shuttles on the PML, future-proofing the State's multi-decade investment in the corridor. The system would connect with first- and last-mile microtransit services at intermodal mobility hubs along the corridor, creating a fully integrated regional transit network tailored to the needs of surrounding communities.

None of the transit solutions described in this section are intended to replace the high-frequency, high-volume fixed route services that should continue to form the core of the region's transit system. The strategies outlined above are specifically designed to increase ridership on regional transit services. We understand that there are a range of new express bus and BRT routes under consideration for the corridor and we are eager to employ unique capabilities and financial commitments to support the State and Affected Counties in assessing, selecting, and delivering these improvements.

2.1.1. MAXIMIZE CONGESTION RELIEF AND RELIABLE TRIPS THROUGH DESIGN

Congestion relief is at the center of our Design and Construction (D&C) approach to maximize capacity of the GP Lanes and the PML, and is incorporated in the following conditionally approved Innovative Dialogue Process (IDP) proposals and optimizations throughout Phase South:

IDP PROPOSAL BENEFITS	IDP T-09 improves 2040 River Road intersection performance from Level of Service (LoS) F under the DEIS to LoS C, with direct access to the southbound PML improving operations, safety and reliability for both GP Lanes and PML users	IDP T-12 lengthens the GP Lanes weave zone for northbound I-495 approaching I-270 and adds an additional lane for I-270 bound traffic, improving safety and capacity relative to the DEIS design	IDP T-14 extends PML 2.5-miles on I-495 east with access to Old Georgetown Road and Rockville Pike, allowing longer, more direct PML trips and preventing end of Phase bottlenecks by distributing termini over a larger area, reducing the risk of queues backing up into the I-495/I-270 interchange	IDP T-05 proposes a Diverging Diamond Interchange at Falls Road to improve traffic flow during construction and save at least four months of related Maintenance of Traffic (MOT) impacts relative to the DEIS
	OVERALL BENEFITS			
Faster travel times under the build alternative than the no-build, including I-270 northbound PM peak trips, to resolve a key concern of Montgomery County and other stakeholders; improve LoS D to LoS B ; reduce Phase South PML peak period travel time by 60-70%				

2. OUR COMPREHENSIVE CONGESTION RELIEF APPROACH

As an established operator of PML within the region, AM Partners has studied the future of congestion within the corridor intensely and how to best channel our unique advantages towards a congestion relief solution. Our congestion relief approach draws on the following trends and advantages to address all modes through a range of road network solutions.

REGIONAL MOBILITY TRENDS

As an economically vital region, the I-495 and I-270 corridor will see a return to pre-COVID traffic levels in the relatively near term, albeit with a changing trip mix and sustained increase in on-demand delivery service.

Convenience will play an increasing role in mode choice over time, as well as greater focus on the environment and public health.

Technology will continue to increase the attractiveness and optionality of road-based travel and the capacity of established road-based infrastructure.

UNIQUE AM PARTNERS ADVANTAGES

Unmatched management and delivery of sequential PML projects and complex urban toll networks

Commitment to outstanding customer service with an established regional customer base

Investment in locally-led design and traffic modeling over the past three years in Maryland and over 10 years in Virginia, and going forward through our accelerated, Developer-led approach

Established record in cutting edge technology-based on-road mobility and transit solutions including Via's current operations with MCDOT

Common ownership with Capital Beltway Express delivering I-495 NEXT in Virginia, ensuring a seamless interface during construction and operations

2.1. OUR APPROACH TO ENHANCE CAPACITY

AM Partners will employ design, planning, stakeholder engagement, construction management, operations, maintenance, adaptive technology, and real time data to not just add capacity, but derive more capacity from established infrastructure over time.

Design enhancements will continue through the Predevelopment Work Stage with a focus on geometric optimization of all PML and GP Lanes, access ramps, and interchange capacities.

Design optimizations will be advanced in collaboration with MDOT and FHWA, with coordination on justification and third-party approvals as required. AM Partners will leverage our unique position on I-495 NEXT in Virginia to ensure a best-for-region solution is agreed, designed, and delivered with the consensus of MDOT, VDOT, and shared approval agencies.

GP Lanes congestion will benefit from ramp metering and lane use management requirements, which **AM Partners commits to extending across all of Phase South and beyond initial delivery.** We will place new meters in the GP Lanes over the life of the Project when an agreed ramp capacity is reached.

Designing for congestion relief through the Predevelopment Work Stage will involve:



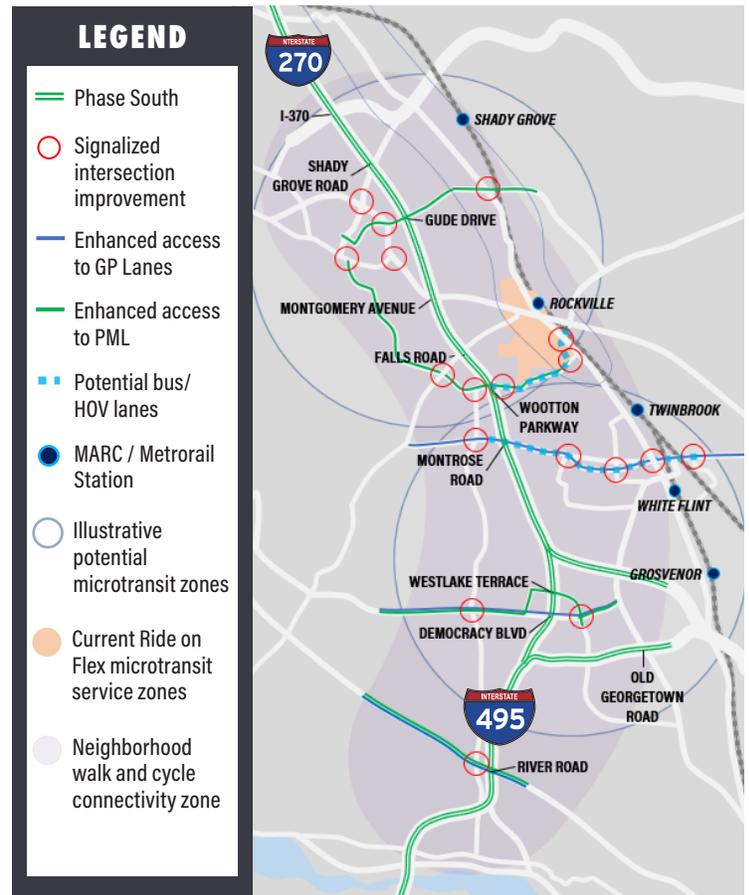
- End-of-system merges that distribute friction and best fit adjacent network capacity
- Continuity of exchange movements and locations that allow intuitive pricing zones, support toll policy frameworks, cross-jurisdictional interfaces, and seamless transitions between operating Sections
- Ramp locations that balance access to the PML with resulting congestion on approach roads
- Visual and physical separation between the GP Lanes and PML to avoid rubbernecking delays
- Design for safety and operability including adequate pullover bays for toll system and bollard maintenance, incident response, and enforcement
- Signage and markings with clear, concise branding to avoid point of entry driver confusion, consistent with I-495 NEXT

2.1.2. EXTEND BENEFITS BEYOND THE PROJECT LIMITS

AM Partners understands the significance of the Project to adjacent communities and travel patterns across all modes. We will plan, fund, and implement a network-wide congestion relief solution in collaboration with MDOT and MCDOT.

Intersection improvements are proposed at 18 locations in the vicinity of Phase South, as shown in **Figure 1.** With the objective of achieving LoS C traffic operations or better by adding turn lanes and signal timing optimization. Bus priority queue jump bays and bus-to-signal communication systems will be included where agreed. These improvements can be accommodated within available right-of-way (ROW) with minimal disruption to yield material safety and congestion relief benefits. We propose improving strategic locations that cause traffic bottlenecks today, or that will accommodate additional volume due to future PML access, as defined in the DEIS. Improvements will benefit the safety, reliability, and end-to-end travel times of all road users including both GP Lanes and PML trips.

Figure 1 // Intersection Improvements



Bus priority lanes will be explored along Wootton and Montrose Parkways to support bus service and connections between the PML and transit hubs, in conjunction with the PML/GP Lanes exchange options (IDP T-15). Both corridors present wide ROW and direct access to transit infrastructure, which can be integrated with established regional plans including Corridor Forward.

Neighborhood pedestrian and cycle connectivity is often overlooked, resulting in gaps between formal sections of path, regional trails, bus stops, recreational areas, and safe road crossing facilities. Montgomery County is actively addressing these needs through Vision Zero, with a goal of no fatalities by 2030. AM Partners' goals are entirely aligned with Vision Zero's and we commit to supporting their realization through the implementation of measures in partnership with MDOT, Montgomery County, and agreed public and private stakeholders (page 7). The transit solutions described will complement each of these measures.

Collectively, these commitments will ensure that the Project benefits every person that interacts with the corridor regardless of mode, trip purpose, origin, or destination and leaves a congestion relief legacy that goes well beyond the addition of the PML.

AM Partners' commitments to support Vision Zero include:

- Define a Phase South "neighborhood walk and cycle connectivity zone" as conceptually shown in Figure 1, on the preceding page, and agree upon responsibilities for permits, design, and delivery of improvements within the zone
- Survey current pedestrian and cycle facilities, deficiencies, and usage within the zone including aerial photo and site investigation of informal trails to be collated in Geographic Information System (GIS) format with property information and cross-referenced with established Vision Zero priorities
- Define a facility improvement program for installation or replacement of sidewalks, crossings, or signal modifications and formalizing trails indicating pedestrian demand, then rank projects according to safety significance, readiness, and landowner consents
- Allocate \$5M to Vision Zero over the duration of Phase South construction, followed by ongoing funding through AM Partners' proposed \$50M Community Grant Program over the term of Phase South

2.1.3. PLAN FOR THE FUTURE

AM Partners' D&C solution will support early adoption of CAV technology which could ultimately improve throughput by over 20%. Our initial work will install infrastructure to allow for streamlined implementation of CAV-supporting systems over time.

2.2. OUR APPROACH TO MANAGE DEMAND

Pricing strategies and real-time traffic management systems to manage demand allow maximum utilization of the Project over time and a reduction in impacts the peak conditions have on the effectiveness of the regional network.

2.2.1. MINIMIZE CONGESTION THROUGH DYNAMIC TOLLING

As Transurban's Virginia network has grown, so has the ability to influence driver behavior and congestion through pricing, customer outreach, and advertising. In the future, AM Partners will be able to manage demand on a regional basis, spanning 86 miles from Frederick, MD to Fredericksburg, VA. AM Partners will leverage this unique capability along with our MyCommute and GoToll platforms to support MDOT's congestion relief goals and to define and deliver a next generation dynamic tolling solution for Maryland.

PROVEN APPROACH TO SUCCESSFUL IMPLEMENTATION

This approach matches successful implementation across Transurban's existing network. For example, upon service commencement of the 395 Express Lanes project in November 2019, Transurban observed that a new tolled movement across the Potomac into Washington, DC, was not adequately utilized initially, leading to increased GP Lanes congestion. Transurban immediately performed price sensitivity analysis, which led to an incremental toll reduction and balanced demand between the GP Lanes and PML and reduced network congestion. Transurban also focused on tag penetration and education efforts by launching targeted marketing to the affected user groups. These measures increased tag penetration, PML utilization, and improved GP Lanes conditions. We will bring this type of transparent, close monitoring operations to our partnership with MDOT.



Transurban has demonstrated the reliability of PML backed by a fully dynamic toll regime with average time savings during typical peak period round-trip commutes of **23 minutes on the 495 Express Lanes, 66 minutes on the 95 Express Lanes, and 38 minutes on the 395 Express Lanes.**

Our proprietary Electronic Toll and Traffic Management System (ETTMS) will set pricing to allow free flow operations, informed by PML and GP Lanes traffic flow, speeds, presence of traffic queues at exit ramps or bottlenecks, and origin-destination traffic patterns from roadside traffic data collected at optimal increments and third-party data and mapping.

STRATEGIES TO INCREASE CORRIDOR VOLUME

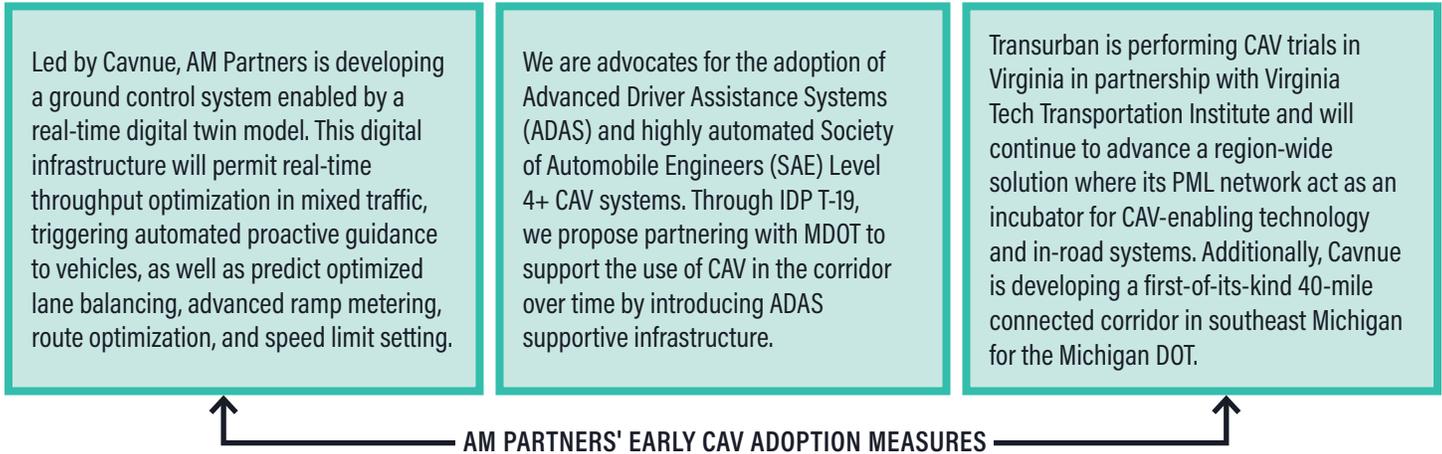
The effectiveness of the Project and its pricing options are proportionate to its share of corridor volume. To maximize this potential, AM Partners will build on our strong relationships with our existing Maryland customers and promote early adoption of the PML by all travelers through:



- > Comprehensive E-ZPass distribution program prior to Phase South opening in collaboration with MDOT and MDTA
- > Extensive public education campaign in the year prior to opening of the Project (based on the successful Learn the Lanes campaign implemented by Transurban in Virginia (<https://www.expresslanes.com/learn-the-lanes>))
- > Zone pricing optimization to encourage new users and targeted user groups, and employ network tolling strategies across Virginia and Maryland PML to provide greater flexibility in managing demand through pricing on a much broader network
- > If MDOT and MDTA agree, a free trial period prior to toll-day-one if a traveler pre-books, downloads the MyCommute or GoToll app, or registers as an High-Occupancy Vehicles (HOV) eligible carpool

2.2.2. ACCELERATED ADOPTION OF CAVs

Accelerated adoption of CAV will support MDOT’s congestion relief goals by increasing traffic density and will support demand management as trip timing becomes increasingly optimized and automated. AM Partners will adapt vehicle-to-everything digital communications infrastructure (V2X) and other systems, policies, resources and advertising to attract CAVs to the PML. Our paths to achieving this goal are described below and are supported by our initial design, and through our Innovation Alliance with local Colleges, MDOT and others to research, develop and field test new technologies through the Project, backed by annual funding commitments totaling \$50M.



2.3. WE WILL OPERATE MORE EFFICIENTLY, SAFELY, AND RELIABLY

Most Project area congestion today is a result of accidents, incidents, and other planned or unplanned delays. While the rate and severity of each such concern will be improved by Project design and completion, day-to-day operations will remain critical over time. As such, AM Partners commits to:

AM PARTNERS' COMMITMENTS TO OPERATE EFFICIENTLY, SAFELY, AND RELIABLY	
Incident Response	<ul style="list-style-type: none"> > Providing average incident response times of less than 12 minutes, consistent with our operations in Virginia > Linking incident management capacity across State lines in collaboration with MDOT and VDOT > Engaging law enforcement, emergency services, and regional incident management to improve rapid incident scene clearance
Safety	<ul style="list-style-type: none"> > Mandating contractors undertake developer-led safety programs throughout construction > Installing incident detection equipment and monitoring all Phase South PML and GP Lanes > Working with Montgomery County and its CountyStat team to study incident and safety data within and adjacent to the project limits to identify trends and post-opening corrective measures such as safety audits, additional pavement markings, and dynamic messaging signs to improve driver behavior > Creating innovation-driven safety programs to increase worker and customer safety, including research and development of autonomous truck mounted attenuators and LED road flares > Posting to dynamic message signs within the PML and push notifications to digital and in-vehicle apps and social media to alert motorists about lane closures, incidents, and special events
Asset Operations	<ul style="list-style-type: none"> > Undertaking general operations and regular maintenance responsibilities of the GP Lanes within Project limits, including patrolling and incident management consistent with PML standards > Installing and maintaining new GP Lanes ramp meters across Phase South when an agreed ramp capacity is reached > Supporting the use of HOV programs to mitigate congestion by promoting compliance with an education campaign and agreed fair travel program and reducing congestion associated with physical enforcement > Developing a ground control system enabled by a real-time digital twin, which facilitates rapid, automatic identification of traffic incidents, bi-directional communications, front-end interfaces, and rapid notification to prevent secondary incidents and further combat congestion > Optimizing real-time traffic conditions through a digital traffic management solution created by our digital twin
Research and Education	<ul style="list-style-type: none"> > Providing educational tools, virtual reality drive throughs, app-based trip planning, customer alerts, and communications to support familiarity with the PML and smooth Project operations > Funding a \$200,000 study with University of Maryland to monitor traffic volumes and safety during construction to assess real-time congestion impacts, cause analysis, and corrective measures

Each of these commitments is funded through our proposal. Our ability to deliver is demonstrated by our track record and experience, such as in Virginia where the Transurban network has incurred no performance penalties over the last eight years. This success is supported by our continuous improvement culture that leverages lessons learned to avoid future issues.

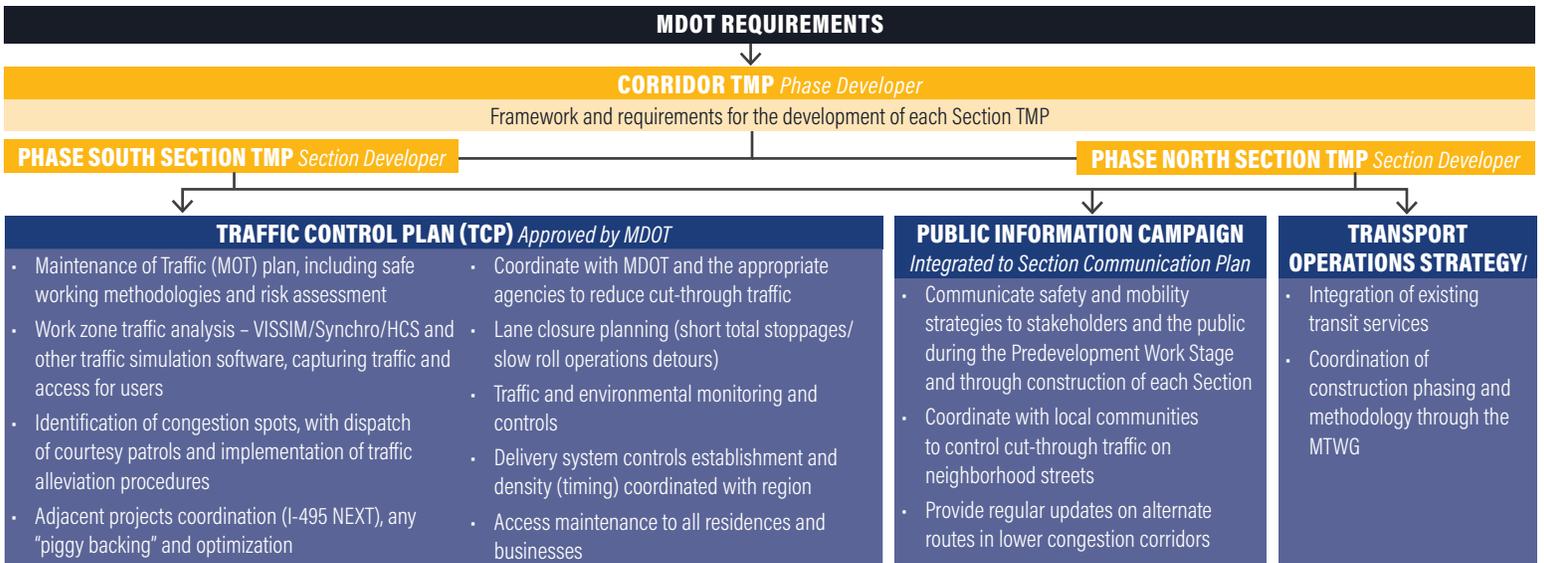
Transurban currently performs incident management for 160 lane-miles of Express Lanes in Virginia with network Express Assist Patrollers (EAP) incident response times averaging less than 10 minutes in collaboration with law enforcement agencies and other first responders during vehicle crashes, and 32 minutes for average accident clearance time as compared to the State's 1.5 hours.

3. COORDINATED TRANSPORTATION MANAGEMENT PLAN

AM Partners understands that local, regional, and long-distance travelers depend upon the Project corridors daily. During the Predevelopment Work Stage, we will develop a TMP focused on maximizing safety, enhancing capacity, managing demand, and operating efficiently throughout the construction period. AM Partners will provide MDOT with up-to-the-minute reporting through a dashboard by Esri that includes key transit metrics, neighborhood impact statistics and TMP key reporting metrics. See rendering of the dashboard, presented for illustrative purposes only in *Appendix 3.2(e).3 Dashboard Rendering*.

We will develop a Corridor TMP by working with our D&C partners and developers of adjacent projects, including I-495 NEXT. The Corridor TMP will be the basis of coordination with the Section-level TMP (Section TMP) and provide the framework to develop Transportation Operations (TO) strategies, public information campaigns, and Traffic Control Plans (TCP).

Figure 2 // Transportation Management Plan



This Project-wide, regional approach, shown in **Figure 2**, will ensure consistency and provide the traveling public a consistent feel that promotes safety during all Project Stages.

The Corridor TMP will be part of the documentation given to Section D&C bidders for the competitive procurement process and will be included in the Committed Section Proposal. Responsibility for overall compliance, monitoring, and enforcement resides with the Section Developer at all stages.

The TMP will be maintained on an ongoing basis through the Predevelopment Work and the Section Work Stages, including into operations when the TMP will detail phasing, traffic control methods, anticipated lane shifts, closures, travel demand strategies, and impacts on access.

AM Partners’ experience has shown that a well-constructed TMP requires close coordination with all applicable internal and external parties. Monthly and weekly meetings will be held with key Project stakeholders and decision makers across the regional transit network, including first responders and Maryland and Virginia State Police to incorporate their inputs, recommendations, and requirements into the TMP.

3.1. TRAFFIC CONTROL PLANS

Our TCPs will provide consistency and safety to traveling motorists. Our TCPs will follow the Maryland Manual on Uniform Traffic Control Devices, MDOT SHA Book of Standards, and the Virginia Work Area Protection Manual for the selection of temporary traffic control devices, including temporary concrete barriers, signs, markings, barricades, channelizing devices, and other temporary traffic controls. TCPs will be provided to MDOT for review and approval with supporting documentation consisting of correspondence, meeting minutes, calculations, models, and agreements. AM Partners will collaborate with adjacent projects under development and during operations to share its Section TCPs and establish interface protocols to optimize schedules and work efficiency, including traffic switches and lane closures through the corridor.

We will collaborate with emergency services before and during construction of each Section to identify alternative routes for closures and detours to maintain emergency service access. Coordination of emergency access includes providing advance notice and establishing access points to maintain critical response times.

Our internal procedures will enhance safety and ensure work is performed within self-controlled work zones. Our processes have been refined through experience delivering and operating the largest PML network in the region. All lane closures necessary for works are requested in advance, pre-approved, and recorded using MAXIMO, a computerized asset management system used by Transurban. I-95, I-395, and I-495 are major transportation arteries and we are accustomed to partnering with federal, state, and local governments and military in the area to coordinate operations, construction, and disaster response during a pandemic, severe weather event, or national emergency.



COORDINATION WITH ADJACENT PROJECTS

AM Partners anticipates a significant need to coordinate the construction of the American Legion Bridge with I-495 NEXT, for which we are uniquely positioned. AM Partners commits that such coordination will ensure seamless interface between the two projects. During I-495 NEXT construction, Transurban will operate a northbound part-time shoulder lane that will activate when northbound congestion begins to build in the corridor. This managed lane will provide access for transit vehicles and will be expanded into Maryland's Phase South for seamless travel. This will address the interim conditions of I-495 NEXT delivery ahead of Phase South.



Transurban initiated 'The Orange Cones. No Phones.' campaign during construction of the 495 Express Lane project to reduce distracted driving in the work zone and improve the safety of drivers and construction workers. Following the success of the campaign along the I-495 corridor, Orange Cones was implemented on the 95 and 395 Express Lanes work zones. AM partners will work with MDOT to offer enhanced tailored safety and traffic education campaigns.

3.2. PUBLIC INFORMATION CAMPAIGN

AM Partners has decades of local and global experience and will coordinate with MDOT to manage demand through communicating Project activities, traffic information, and safety campaigns using proven approaches and tools such as:

SOCIAL MEDIA



- Geo-fenced digital ads to serve travelers who regularly drive the Project corridor
- Targeted social media ads to reach corridor residents

ONLINE



- Live online community events
- Virtual meeting rooms featuring an AI-powered chatbot to serve as a 24/7 tool for all viewers

IN PERSON



- Destination-based, targeted popup booths at economic and employment hubs such as corridor-located shopping malls (e.g. RIO Lakefront Shopping Mall)
- Pop-up booths at community events along the corridor like the Montgomery County Agricultural Fair and meetings of the Carderock Springs Citizens Association
- Regular in-person briefings to citizen and homeowners' associations

TRADITIONAL



- Local television news, newspaper, and radio ads
- Email and text notifications to subscribers
- Project closure and traffic impact collateral materials to corridor organizations/businesses

3.3. TRANSPORT OPERATIONS STRATEGIES

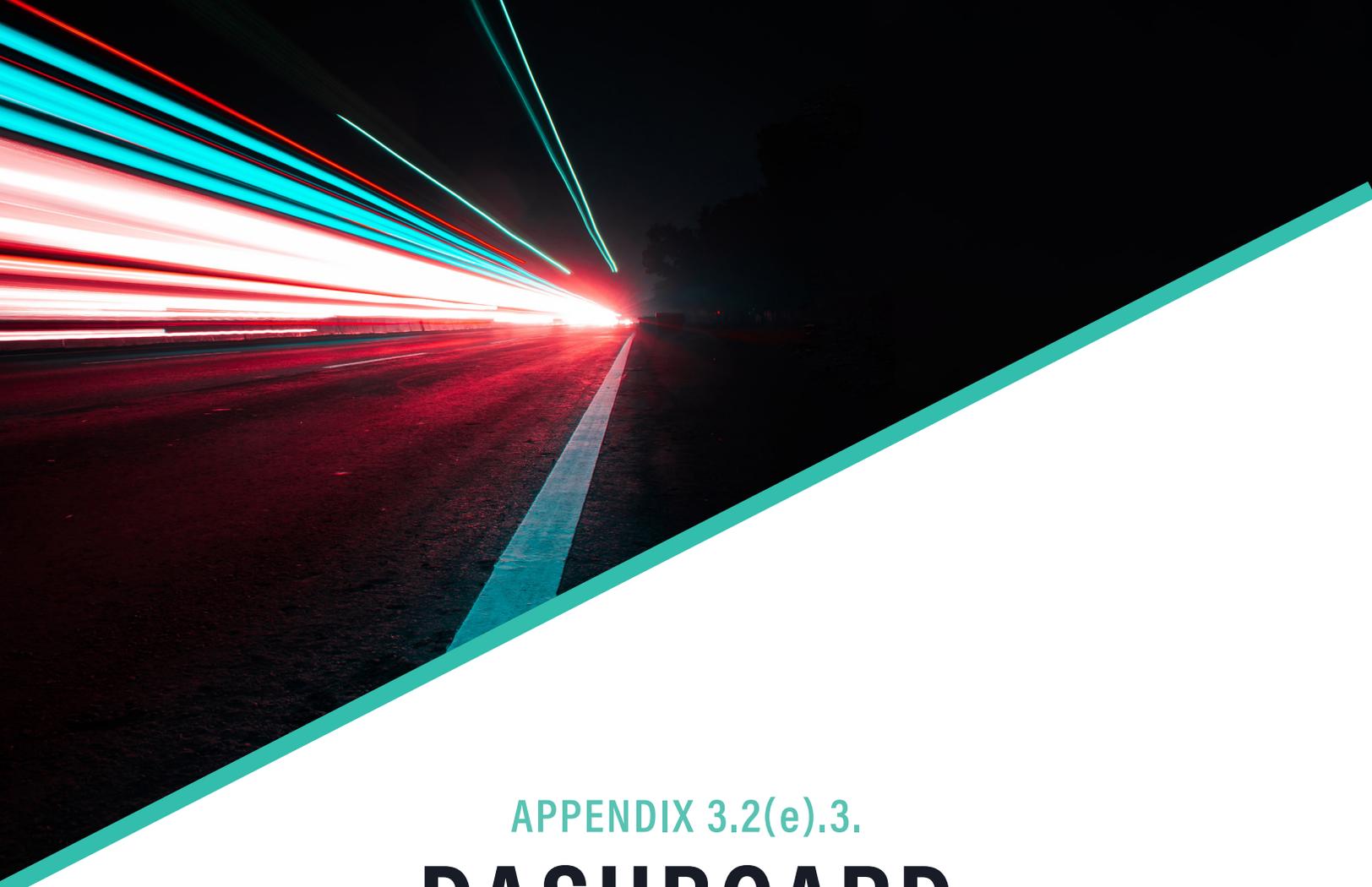
A robust TMP during the Project will enhance capacity and help prevent significant disruptions to travelers who depend on road transportation every day. AM Partners' Corridor TMP will manage driver expectations, allow them to make informed decisions about their trips, and provide alternative travel options. AM Partners will develop proactive and sustainable travel measures with the State to improve traveler experience during construction, including analysis of opportunities to optimize regional transit networks, and providing microtransit services as a first and last-mile solution as detailed in section 1. The TMP will provide a framework for regular public information about alternate transit routes in lower congestion corridors to plan multi-modal transport, including the Commuter Connections program, third-party navigation, and transit planning apps (e.g. Google Map, Waze, Incentrip).

DEFINITIONS AND ABBREVIATIONS

TERM	MEANING
Accelerate Maryland Partners	Accelerate Maryland Partners LLC
Action Plan	Regional Transit Action Plan
ADAS	Advanced Driver Assistance Systems
Affected Counties	The counties directly served by the Project being Frederick, Montgomery, and Prince George's counties and the further counties affected, including Anne Arundel, Howard, Charles, St Mary's, Calvert
AM Partners	Accelerate Maryland Partners or the Proposer
API	Application Programming Interface
BRT	Bus Rapid Transit
CAV	Connected Autonomous Vehicles
Cavnue	Cavnue, LLC
Committed Section Proposal	As defined in the Phase P3 Agreement
Corridor TMP	The TMP prepared by the Phase Developer that will serve as the base of each Section TMP
DEIS	Draft Environmental Impact Statement
D&C	Design and Construction
D&C Work	As defined in the Section P3 Agreement Term Sheet
DDOT	District Department of Transportation
Developers	Transurban and Macquarie
EAP	Express Assist Patrollers used by Transurban on the Express Lanes
ETTM	Electronic Toll and Traffic Management
ETTMS	The ETTM facilities, equipment, and the software which monitors, controls, or executes the ETTM equipment, all of which will meet the minimum performance criteria in the Phase Documents
EV	Electric Vehicles
Express Lanes	Transurban's PML network in Virginia
FHWA	Federal Highway Administration
GIS	Geographic Information System
GP Lanes	General purpose traffic lanes (in either or both directions) that are separate from the adjacent Priced Managed Lanes, open to all users, and not subject to tolls
HOV	High Occupancy Vehicle as defined in Section P3 Agreement
IDP	Innovative Dialogue Process as described in the ITP
ITP	Volume I - Instructions to Proposers of the Request for Proposals for Phase 1 of the I-495 & I-270 Public-Private Partnership Program through a Phase Public-Private Partnership Agreement
LoS	Level of Service
Macquarie	Macquarie Infrastructure Developments LLC
MARC	Maryland Area Regional Commuter
MCDOT	Montgomery County Department of Transportation
MDOT	Maryland Department of Transportation, a principal department of the State including the State Highway Administration
MDOT SHA	MDOT State Highway Administration
MDTA	Maryland Transportation Authority, an agency of the State
Metrorail	WMATA Metrorail Service
MOT	Maintenance of Traffic
MOU	Memorandum of Understanding

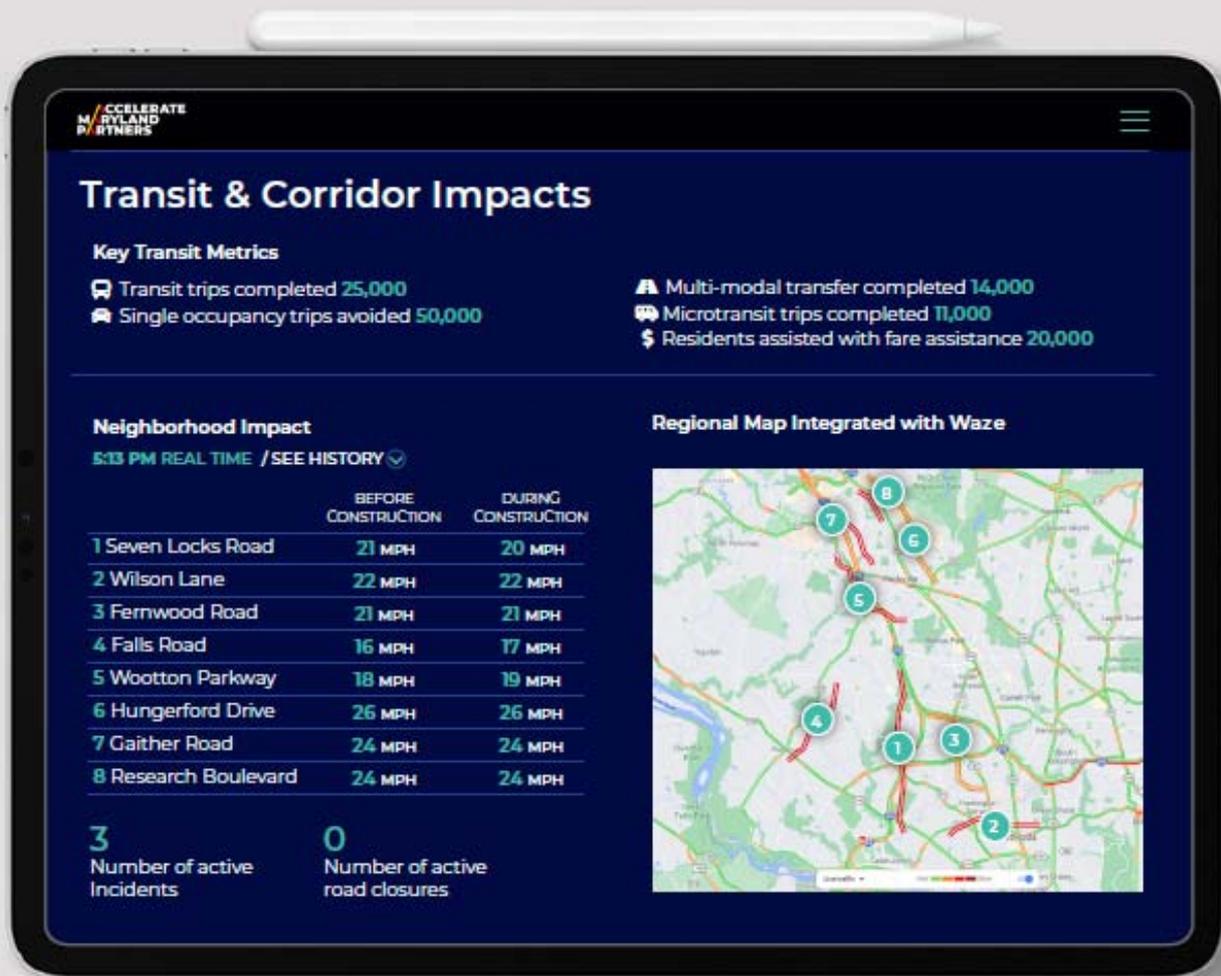
TERM	MEANING
MTWG	The Transit Work Group, convened by MDOT with local and regional transit providers and stakeholders to collaboratively identify opportunities to enhance transit services on the P3 Program and create an interconnected transit/highway system in the National Capital Region
MWCOG	Metropolitan Washington Council of Governments
MyCommute	AM Partners' mobility-as-a-service concept app
NEPA	National Environmental Policy Act of 1969
O&M	Operations and Maintenance
O&M Work	As defined in the Section P3 Agreement Term Sheet
P3 Program	The I-495 & I-270 Public-Private Partnership Program as defined in the ITP
Phase Developer	Accelerate Maryland Partners LLC
PML	Priced Managed Lanes, being the toll lanes and the associated entry and exit ramps within the right-of-way that are separated from the adjacent GP Lanes
Predevelopment Work	As defined in the Phase P3 Agreement
Predevelopment Work Stage	The period starting from the Effective Date to the Financial Close of the last Section of the Project
Preferred Proponent	The Proponent selected to become the Phase Developer by MDOT
Project	Phase 1 of the Phase 1 of the I-495 & I-270 P3 Program
Project Stages	The Predevelopment Work Stage and the Section Work Stage for each Section of the Project
RFP	Request for Proposal
RFP Stage	The period starting from 24 July 2020 up to the selection of the Preferred Proponent
ROW	Right-of-Way
SAE	Society of Automobile Engineers
Section D&C Bidders	The Design & Construction contractors that will participate to the competitive procurement managed by AM Partners to become the D&C Contractor for a Section
Section TMP	The TMP for each Section
Section Work	As defined in the Phase P3 Agreement
Section Work Stage	The period starting from Financial Close of the Section P3 Agreement for a Section until expiry of the term for this Agreement, which will cover the design, construction, operations, and maintenance stages of each Section
State	The State of Maryland, acting by and through MDTA and MDOT
T&R	Traffic and Revenue
TCP	Traffic Control Plan
TMP	Transportation Management Plan
TO	Transportation Operations
Transurban	Transurban (USA) Operations Inc.
TSCR	Transit Service Coordination Report
V2X	Vehicle-to-everything digital communications infrastructure
Via	Via Transportation, Inc., or its applicable subsidiary
WMATA	Metropolitan Washington Council of Governments, Washington Area Metropolitan Transit Authority

Other than the terms defined in the above table, all terms and abbreviations used in AM Partners' response have the meaning given to these terms and abbreviations in the Instruction to Proposers, the Phase P3 Agreement or the Section P3 Agreement Term Sheet.



APPENDIX 3.2(e).3.

DASHBOARD RENDERING



FOR ILLUSTRATIVE PURPOSES ONLY

Volume 1 Appendices



APPENDIX D

Detailed schedule submission for the Predevelopment Work and the construction of Phase South

Appendix E
Additional Materials



Design Plans

Appendix E
Additional Materials



Additional
Commitment Details

COMMUNITY GRANT PROGRAM

DELIVERY CERTAINTY, MINIMIZING IMPACTS, MAXIMIZING VALUE, OPPORTUNITY MDOT

Accelerate Maryland Partners (AM Partners) will commit \$50M over the term of the concession for Phase South through a Community Grant Program to benefit Maryland, its residents, non-profit organizations, disadvantaged populations, and the environment through direct funding of community driven initiatives. The Community Grant Program will support the needs of communities located throughout the Project corridor during both construction and operations. Funds will be allocated by AM Partners annually, and distributed through various methods.

DIRECT GRANTS:

Community members and groups will apply for grants directly through an online application on AM Partners' website. Applicants will describe their program, goals and objectives, benefits, and amount of money requested. Once a quarter, the Grant Program Selection Committee, which consists of AM Partners' Public Relations Advisors and MDOT representative(s), will meet and select the applicants based on scoring criteria aimed at selecting a program which provides the greatest benefits to the community, including but not limited to, the environment, human services and education.

Grant recipient organizations will include those offering critical services such as foodbanks, social support, housing, economic assistance, health and human services, elderly and veteran support, disabled populations, wildlife and historic preservation, wetlands preservation, regional planning, as well as mentorship organizations, vocational, and skills training programs linking students during the early stages of their studies with companies to learn and develop work skills. By investing in social infrastructure tied specifically to the Project corridor, AM Partners is able to not only minimize impacts to those affected by the Project, but also stimulate growth and prosperity for those who need it most. We will also consider exploring a partnership with nature conservancy organizations in the Region to further our goal of minimizing negative impacts.

AM Partners will also establish a Giving Circle, in collaboration with Montgomery County Public Schools, whereby a portion of our annual Community Grant Program contribution will go to 100 high school students who will have a voice in deciding which qualifying Maryland non-profit will receive funding. Giving Circles lead to a more engaged community and promotes impactful giving. Students will also be provided the opportunity to volunteer at their chosen non-profit and experience their donation in action.

THE COMMUNITY GRANT PROGRAM WILL CONTRIBUTE TO DELIVERING ON KEY PROJECT GOALS BY:

- > Helping residents and the economy, especially those affected by the Project and during COVID recovery (**Maximizing Value**), and generating broad support for the Project (**Delivery Certainty**)
- > Supporting organizations that help small, minority, disadvantaged and veteran-owned businesses and promote both transportation equity and great mobility for all (**Opportunity MDOT**)
- > Reducing the impact of the Project on the community by enhancing community support, interaction and awareness, with a focus on environmental and civic groups (**Minimizing Impacts**)

IN ADDITION THE COMMUNITY GRANT PROGRAM WILL:

- > Deliver positive generational impact to Maryland communities for the next 50 years and beyond
- > Help organizations that provide mentorship and job-training skills, counselling and opportunities creating higher-skilled workforce, better paying jobs, and upward mobility
- > Increase awareness of the Project and AM Partners
- > Create goodwill within the impacted communities
- > Enhance sustainability and resiliency of the Project corridor, helping to create a stronger community

An expansion of the program in relation to Phase North will be evaluated through the Predevelopment Work Stage.

VISION ZERO:

With \$5M direct funding of community nominated projects within the Project area over the construction of Phase South, we will demonstrate our ongoing commitment to safety and mobility for all in partnership with MDOT, MCDOT and Montgomery County.

MATCH PROGRAMS:

Working with MDOT and the local community, AM Partners will leverage a matching gift program aligned, with Giving Tuesday annually matching other gifts to selected organizations. According to the Wall Street Journal, a \$1 for \$1 match helps a charity raise 20% more money. One in three donors are willing to make a larger donation if a match is offered. AM Partners will target matching gifts for Priced Managed Lanes (PML), General Purpose Lanes (GP Lanes) and App users as well as AM Partners employees to stimulate interest, engagement and greater impact.

ENVIRONMENTAL STEWARDSHIP / WATER QUALITY

DELIVERY CERTAINTY, MINIMIZING IMPACTS, MAXIMIZING VALUE, OPPORTUNITY MDOT

AM Partners understands the responsibility for environmental stewardship associated with the Project. Beyond the requirements contained within the Final Environmental Impact Statement (FEIS), the selected Proposer should accept this responsibility and take definitive actions to demonstrate strong commitments for protection and enhancement of the environmental and natural features within the Project area.

The State of Maryland has been recognized as the national leader in water quality, investing billions of dollars over the past six years in initiatives to protect, enhance, and promote water quality. Additionally, Montgomery County was one of the first jurisdictions within the State to recognize the critical importance of water quality.

Hundreds of thousands of impervious acres of roadways have been constructed throughout the State over decades without water quality protection, including the original Capital Beltway and I-270. The State and local jurisdictions have committed to remedy the situation through extensive MS4 permits issued by the Maryland Department of the Environment (MDE). Also, development within lower Montgomery County has resulted in degraded water quality as documented by the Montgomery County Department of Environmental Protection (MC DEP) and the environmental division

within the Maryland National Capital Park and Planning Commission (M-NCPPC). AM Partners has therefore committed to **doubling the water quality protection requirements of the Project**, by specifically providing water quality mitigation for an additional 160 acres of impervious surface in connection with Phase South. This environmental stewardship commitment will significantly improve and mitigate the Project corridor and result in an immediate improvement of water quality within Montgomery County.

Our team has already identified existing resources that are perfect candidate sites for this unique commitment, prepared field assessments, and preliminary designs. These sites include both public and private land which will qualify under the State regulations as issued by MDE for water quality credits. AM Partners also will also convey the 160 acres of water quality credits to Montgomery County to support its fulfillment of pending MDE MS4 permits.

Our team members have completed equivalent mitigation programs throughout the State with robust MBE participation using local businesses and workforce, including successful design-build water quality projects within Montgomery County for MC DEP. We have already identified and have worked with numerous local minority owned companies with the expertise to implement this program.

OVERALL, PHASE SOUTH WATER QUALITY TREATMENT WILL BE ACCOMMODATED WITH:

Maximum on-site mitigation, Environmental Site Design (ESD) will be applied throughout Phase South and subject to NEPA approvals, within the Phase North Project limits.

Offsite water quality treatment planning will be advanced through the Predevelopment Work Stage in collaboration with MDOT SHA, MDE, Montgomery County, M-NCPPC and local municipalities. Off-site water quality treatment will prioritize retrofitting existing Stormwater Management (SWM) sites including those identified by MDOT SHA and Montgomery County, with Best Management Practices (BMP's) such as ponds, bioretentions, submerged gravel wetlands, swales and other devices approved by MDOT SHA and MDE. Enhancements could include adopting or expanding existing MDOT SHA and Montgomery County BMPs and proposing context sensitive new BMPs to match the existing landscape. Consideration will also be given to offsite stream restoration and outfall rehabilitation subject to assessment of NEPA or other permitting requirements and subsequent approvals – where cost sharing of such reasonable public permitting costs will be considered. AM Partners has identified and field evaluated over 18,000 linear feet of stream projects including Bogley Branch, Cabin John Branch (upper and lower), Watts Branch and Old Farm Branch that are eligible for restoration. AM Partners will work with associated stakeholders and permitting agencies to fund and incorporate existing BMP retrofits, new BMP's and stream restoration along with creating natural trails, seating, and interpretive signage to enhance public amenity and the overall environment in the Project area.

Treatment required to meet this commitment for Phase North will be defined through the Predevelopment Work Stage.

This commitment will **Minimize Impacts** by reducing Project environmental impacts and improving overall water quality. AM Partners funding and mitigation in collaboration with MDOT SHA, MDTA, MTA, MDE, Montgomery County, M-NCPPC and local municipalities will also help to gain the support of key stakeholder groups that are pivotal to Project success and **Delivery Certainty**. The expanded mitigation scope and transfer of additional water quality credits valued up to \$30M will **Maximize Value to the State**.

Off-site mitigation will require approvals from MDOT SHA Plan Review Division, MDE, Montgomery County and M-NCPPC, which AM Partners will pursue through a collaborative scoping, planning, investigations, public consultation, design and construction program led by local experts having in-depth knowledge of the latest regulations and processes and significant proven past experience with the same stakeholders.

Off-site stormwater treatment will be provided within the 6-digit watershed where improvements are being proposed. No changes will be made, even if the regulations were to change during the Predevelopment Work Stage.

ACCELERATED, COMMITTED APPROACH TO PHASE NORTH

DELIVERY CERTAINTY, MINIMIZING IMPACTS, MAXIMIZING VALUE, CONGESTION RELIEF

AM Partners commit to a three part approach to accelerating and de-risking Phase North delivery:

1

Development of a Phase North NEPA, Permit and Approvals Master Plan

to identify the most expeditious path to pursuing such approvals in the context of the Project's scope, economics, indicative impacts and NEPA precedent.

2

Supporting MDOT in the pursuit of one or more NEPA Environmental Assessment

(EA). Based on our extensive experience supporting Government with similar processes, AM Partners believes that this is highly likely that such approach will be deemed viable to implement Phase North and can be pursued as a result of the on-going pre-NEPA activities covering the overall Phase North Project limits. We anticipate the Environmental Assessment (EA) will consider a no-build and a build alternative consisting of a 2-lane reversible PML facility with tolling policies consistent with the Phase South Preferred Alternative (when selected). The build alternative will be defined so as not to preclude defined future projects, such as a requirement to duplicate the PML for bi-directional service or to add transit facilities. Similar to other network extensions in our portfolio, AM Partners will support MDOT with direct development of scoping studies, build alternative plans, cost and schedule estimates for consideration by the State along with community outreach, stakeholder engagement and permitting to the greatest extent permitted. Based on preliminary design work done to date it is anticipated this initial EA process can be completed within 12 months of the Effective Date allowing for delivery timing consistent, or potentially combined, with Phase South.

3

I-270 Corridor Transit Study

performed by MDOT and agreed local stakeholders, with the support of AM Partners' transportation planning, NEPA process, community engagement and traffic modeling experts, to complement the Phase North NEPA, Permit and Approvals Master Plan. The purpose of the study will be to evaluate the relative benefits and costs of various transit alternatives including options that maximize utility of the PMLs for transit or other regional priorities such as an elevated transit system. Findings will be available to support community and stakeholder outreach and refinement of the Project solution. The study will draw on other established regional, County and State plans and transit initiatives to best integrate recommendations resulting in a multimodal transportation platform supported by the PML. This work may also reflect additional transit resources available in connection with AM Partners' various transit service and funding commitments totaling over \$1.8B.

All of the above commitments will be funded through AM Partners' accelerated Phase North viability assessment, including MDOT costs. This proposal will offset or negate direct costs that MDOT would otherwise bear in advancing Phase North approvals that could reach \$30M under a typical EIS approach. By demonstrating and adopting a fit for purpose NEPA strategy, approvals risk will be materially reduced enhancing **Delivery Certainty** of the Project, while also allowing maximum focus on a build alternative that will **Minimize Impacts**. MDOT's cost and risk exposure will also be greatly reduced, thereby **Maximizing Value to the State**. We are confident this approach will allow Phase North construction and service commencement consistent with Phase South timing, enhancing Project economics and **Congestion Relief**.

GENERAL PURPOSE LANES OPERATIONS AND MAINTENANCE (O&M)

DELIVERY CERTAINTY, MAXIMIZING VALUE, CONGESTION RELIEF

AM Partners commits to performing general operations and maintenance work on the GP Lanes during operations, thereby increasing the O&M limits beyond the PML to include the whole corridor right-of-way. AM Partners believes that an expanded O&M scope integrating the GP Lanes would provide the following operational benefits:

> MAXIMIZING VALUE TO THE STATE: AM Partners will be in a position to deliver economies of scale by leveraging operational facilities and resources it will already implement to operate the PML, thereby reducing MDOT's administrative burden associated with the management of not just the GP Lanes but also, more generally, the entire corridor.

> MINIMIZING IMPACTS: An expanded scope effectively reduces the risks inherent in physical interfaces within the corridor right-of-way that otherwise remain between MDOT, its vendors, and AM Partners. For example, snow and ice control and removal work will need to be carefully and safely coordinated between the GP Lanes and the PML given the absence of a concrete barrier separation. Having a single party in charge would minimize the risks associated with this critical coordinated activity.

The Section P3 Agreement already requires the Developer to conduct O&M during construction outside of the applicable PML limits. AM Partners would retain the workforce trained during construction in charge of traffic management and routine maintenance in order to retain knowledge and ensure continuity during the critical time of opening the PML and transitioning the Project to its final configuration, with optimal operational readiness and provide safe traveling conditions to the public at all times.

> FURTHER ENHANCE CONGESTION RELIEF DURING OPERATIONS: AM Partners understand that the PML and GP Lanes work in tandem as a cohesive system, and traffic incidents in either zone affect the other in terms of congestion, as well as pricing of the PML

Under an integrated scope, incident response teams would be available to intervene and secure incidents occurring on the GP Lanes within the same response time required on the PML, and provide first responders with a single point of contact in the corridor, fostering a prompt return to normal conditions.

In the event of major incidents severely affecting the GP Lanes, AM Partners would have the flexibility, in coordination with MDOT, to make the PML available to all GP Lanes and PML users in the general interest of the public, the State, and first responders. In such instances in the past, Transurban has made express lanes available and free of charge with the best interest and safety of the community in mind.

<https://potomaclocal.com/2018/03/12/state-officials-hoped-potomac-mills-sign-would-fall-on-its-own/>.

During the Predevelopment Work Stage, AM Partners will work with MDOT to ascertain and quantify the foregoing benefits. AM Partners will also welcome and consider additional relevant scope beyond the GP Lanes for adjacent sections of the network and/or functions to ensure that any opportunity to leverage the Section Developer based operations and deliver additional value to MDOT is explored. Such opportunities could include:

1 Incident response and winter maintenance on road connectors to Phase South, for example the I-370 linking Phase South and the ICC

2 Consolidation of the Developer's traffic operation center activities with MDOT SHA CHART's

3 Rehabilitation of existing assets in the vicinity of the Project during construction which could be delivered more cost effectively and/or expedited compared to a separate standalone procurement

The cost of performing the O&M of the GP Lanes throughout and over the term of Phase South is included within our proposal, and we anticipate resultant savings to MDOT of \$235M during operations of Phase South, based on a cost per lane mile assessment of the *MDOT SHA 2019 Annual Report*.

INNOVATION ALLIANCE

MINIMIZING IMPACTS, MAXIMIZING VALUE, CONGESTION RELIEF

AM Partners commits to establishing an Innovation Alliance (IA) for the Project and providing \$50M through annual contributions. The IA will be established by AM Partners during the Predevelopment Work Stage in partnership with globally renowned local institutions such as University of Maryland's School of Civil and Environmental Engineering, The Universities at Shady Grove, Frostburg State University, Montgomery College, and other local institutions, MDOT SHA, MDTA, MCDOT and our technology partners. IA funds will be approved for Research and Development (R&D) initiatives that can be safely implemented using the Project as a testbed, and that have potential for broader application and benefits across the State. Potential opportunities for the IA include: **CAV proof-of-concept efforts to support accelerated adoption in the PML, Road User Charging (RUC) pilot programs, Vehicle-to-everything (V2X) and app linked safety programs**, innovative tolling and enforcement technologies, and artificial intelligence applications for incident management and prevention. Other focus areas will cover environmental innovations **across sustainable materials** such as pavement, **renewable energy** and **stormwater/water quality**. The IA will support multiple educational institutions and students in addition to providing direct benefits to the Project and more broadly to the State and local economy and the environment.

AM Partners has already formed partnerships and has started planning the delivery of many of these initiatives such as:

CAV proof-of-concept efforts to support accelerated adoption in the PML:

Without planning and collaboration to facilitate a structured introduction of automated vehicle technologies, there are risks that such vehicles could introduce additional congestion or safety considerations during their introduction and operations in mixed traffic conditions. While the timeframes are subject to uncertainty, AM Partners is working with Cavnue as its Digital Innovation Partner to support the planning for CAV expansion. Cavnue has established an advisory committee of more than ten OEMs and AV companies - amongst the largest in the world including Ford, Honda, Toyota, Waymo and Argo - to advise on the development of infrastructure that can support this coming revolution and to align on standards for enhanced communications and operations. Furthermore, AM Partners will coordinate with the Maryland CAV Working Group to ensure the development and deployment of CAVs within the corridor meet Maryland's vision for CAVs to uphold and enhance a **Safe, Efficient, and Equitable** transportation future.

CAV acceleration will enable AM Partners to bring added value to the Project through more efficient utilization of the road space and greater throughput.

The most significant value adds include:

Maryland-led innovation: Provides Maryland the opportunity to develop advanced highway technology and continue its leadership in CAV

Safety: Automated vehicles have the potential to significantly improve safety - as the vast majority of accidents are caused by human error. Automated vehicles have the potential to enhance safety in high risk situations such as work zones and public safety operations. Safer operations by separating CAV during the introductory phase and providing infrastructure support for their operations

- > **Improve congestion:** Coordinated CAV provide the potential to significantly increase throughput and overall capacity of the corridor through platooning and more efficient utilization of the road space
- > **Transit:** Ability to deploy autonomous transit solutions throughout the corridor to alleviate congestion
- > **Accessibility and equity:** CAV have the opportunity to expand transportation to those who are unable to drive themselves or have access to traditional transportation options.

Developing a Digital Twin:

AM Partners will build out the Digital Master Plan (DMP), which will include a detailed cost benefit analysis and deployment roadmap for a digital twin of the Project. AM Partners is committed to investing in the development of this plan because we believe the cost savings and revenue increase potential of the digital twin will outweigh the costs and be net positive to the Project. Furthermore, we believe the digital twin will be a catalyst to providing other key benefits throughout the corridor, including the enablement of future tolling solutions such as V2X and the acceleration of CAV usage within the corridor.

Potential collaboration for Stormwater / Water Quality research:

A number of potential opportunities exist to collaborate with local innovative research initiatives that address highway runoff water quality and innovative stormwater mitigation approaches. The Department of Civil & Environmental Engineering at the University of Maryland, for example, has active research programs in Urban storm water quality characterization and treatment.

MD-200 DIVERSION ALTERNATIVE STUDY

DELIVERY CERTAINTY, MAXIMIZING VALUE

AM Partners commits to sponsoring and managing the MD-200 Diversion Alternative Study identified as a top priority in the November 9 Montgomery County Letter regarding I-495/I-270 Managed Lanes Study DEIS Comments. Our proposed approach, subject to concurrence with MDOT, is to form a Working Group among MDOT, AM Partners transportation planning, NEPA process, community engagement and traffic modeling experts and other stakeholders as may be agreed to define and conduct the study through the Predevelopment Work Stage.

The study will seek to identify regional mobility and policy solutions that leverage available network capacity including Phase I and MD 200 to enhance regional mobility in a manner that support MDOT's goals for the P3 Program. It is anticipated to focus on conceptualization and evaluation of:

- **Connectivity improvements in the vicinity of I-270 and MD 200**

- **Transportation Systems Management (TSM) options for I-495 between the I-270 West Spur and I-95 and for the I-270 East Spur**

- **Network redistribution measures such as truck diversion, cordon tolling, mainline transit alternatives and other measures that balance network volume and capacity in advance of and supporting Phase 2 feasibility**

- **The potential impact to non-freeway feeder and competing routes such as Randolph Road and Viers Mill Road.**

The study will be developed in coordination with the proposed Phase North Permit and Approvals Masterplan and I-270 Transit Study and will leverage Transurban's regional strategic model and observed travel time and travel patterns data being collected from sources such as INRIX, Streetlight and TomTom. Certain TSM options are expected to generate additional revenue from MD 200, Phase 1 and/or Phase 2, and the study will evaluate the value and potential uses of such funds, which could be material over the concession term of the Project.

This commitment addresses a key requirement of Montgomery County and other Project stakeholders, and completion of the study will support **Delivery Certainty** for Phases 1 and 2 of the P3 Program. The study is also intended to identify additional revenue for the Project and MD 200, thus **Maximizing Value to the State** and expanding the tools available to best meet all of the P3 Program's goals.

AM Partners intends to fully define the study scope, participants and uses during the Predevelopment Work Stage in collaboration with, and subject to, consent from MDOT. We also see significant value in working proactively with Montgomery County to address its greatest concerns, and the opportunity for jointly developed solutions to benefit the region and the P3 Program.

Appendix E
Additional Materials



**Digital
Master Plan**

AM PARTNERS' PLAN TO DELIVER THE WORLD'S FIRST FULLY DIGITIZED ROADWAY

AM Partners is committed to delivering the world's first fully digitized roadway. This digital roadway solution will support AM Partners' commitment to go above and beyond in our effort to deliver a innovative solution and achieve MDOT's Project objectives.

Specifically, we will push the boundary to achieve new levels of road user experience, safety, traffic throughput, sustainability, transit accessibility, efficiency, and minimization of impacts, such as emissions, noise, congestion. Furthermore, we will future-proof the Project by building the digital foundation needed to meet the needs of drivers from when the corridor opens through the life of the concession. We will also enable new and innovative ways to interact and travel the corridor, including in connected & automated vehicles (CAVs).

We recognize road owners and operators are facing increasing challenges to both identify and deploy advanced technologies to build, operate, and maintain their roadways. AM Partners has tailor-made our team to have the distinctive expertise needed to overcome these technological adoption barriers and deliver a innovative roadway. We have pushed the team's thinking by engaging our Digital Innovation Partner, Cavnue, and coupling a next generation mobility and technology approach with our experienced transportation practitioners.

Between Cavnue and Transurban, AM Partners is uniquely positioned to develop and deliver the successful implementation of a digital roadway. Cavnue was founded by Sidewalk Infrastructure Partners, LLC ("SIP"). SIP's investors include Alphabet Inc. (Google's parent company) and Ontario Teachers' Pension Plan, and the firm is focused on shaping the future of infrastructure and formed Cavnue to create the future of roadway technology. Transurban has been a leader in this space through its work in Australia including monitoring the structural health of the Gateway Bridge in Brisbane Australia, where we are feeding data from strain and vibration sensors into a Machine Learning model. Additionally, Transurban is optimizing equipment on roads, leveraging sensor data to reduce energy usage and improve maintenance by leveraging predictive insights.

To create a fully digitized roadway, we will develop a Digital Master Plan (DMP) – a holistic digital strategy – that will layout a roadmap for integrating the functional technology systems (i.e., maintenance, operations, tolling, transit & customer communications, and reporting & visualization) into a digital ecosystem. The fundamental tool for achieving this integration is a digital twin. This appendix will explain the DMP intent and development, the role of the digital twin, and the added value that the DMP and digital twin can enable, including the acceleration of CAVs.

1. THE DIGITAL MASTER PLAN IS A FULLY INTEGRATED, BUSINESS AND TECHNOLOGY PLAN

The DMP will be the foundational strategy to create the world's first fully digitized roadway. It is a fully integrated business and technology plan detailing the core principles, cost benefit analysis, governance structure & workforce strategy, risk management plan, overall deployment sequence, user requirements, system design, and integration and procurement strategy (e.g., partners and sub-contractors) for the Project. It will be developed during the PDA phase and will detail the interoperability of all the functional systems of the roadway into a holistic, digital ecosystem. It will also support the mapping of necessary technology skills and talent to specific job requirements to ensure the advanced workforce that will be needed is available and prepared.

The DMP will include a series of "future-proofing" scenarios that will be refreshed on a regular basis throughout the lifecycle of the Project to ensure continued modernization of the roadway's core technologies and the realization of digitally enabled benefits, including the accelerated and safe operation of CAV. We call this continuous modernization process the "innovation journey."

To manage the DMP's innovation journey, we will create an Customer, Technology and Mobility (CTM) Innovation Governance Board with representatives from the Phase Developer, and representatives of our technology partners as required. This group will be established during the Predevelopment Work Stage and exist throughout the life of the Project and will work in partnership with MDOT to define the innovation journey. It will set the overall direction of the DMP and review performance, evaluate platforms, and assess emerging technologies.

A central, digital perspective of the Project and guide for the innovation journey will enable the provision of a consistent, interoperable solution across stages of work. It will also support coordination across all components of AM Partners' team. This perspective will be facilitated by the development of digital dashboards, supported by Esri, to coordinate internally within the AM Partners' team and externally with MDOT and the public, subject to MDOT's approval.

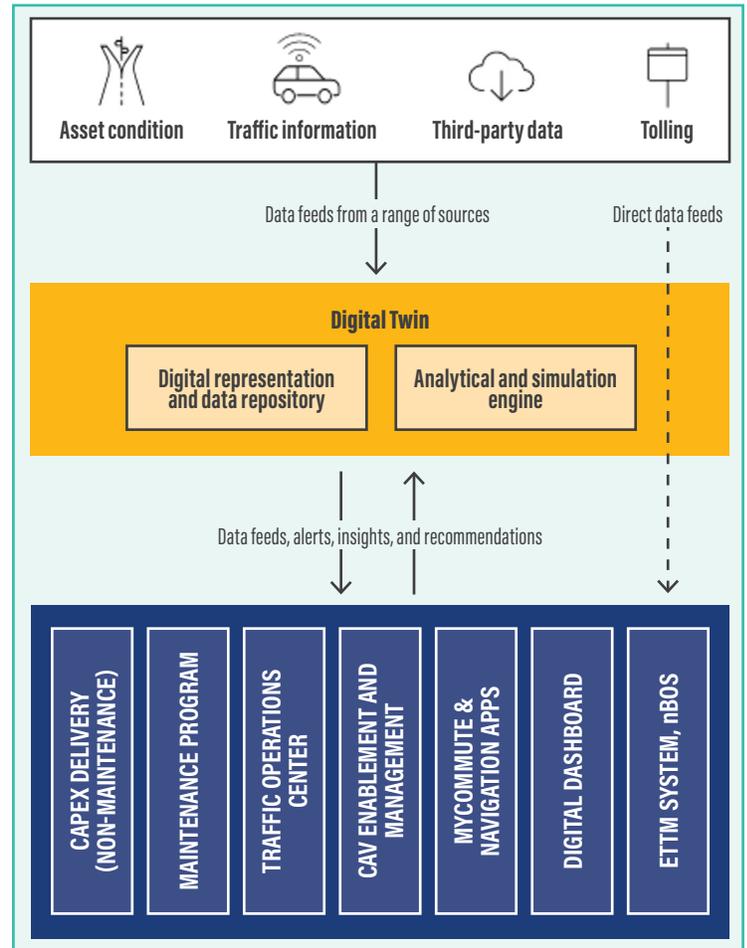
¹ SIP's investors include Alphabet Inc. (Google's parent company) and Ontario Teachers' Pension Plan, is focused on shaping the future of infrastructure and formed Cavnue to create the future of roadway technology

2. THE DIGITAL TWIN IS A FOUNDATIONAL INTEGRATION TOOL

The foundational integration tool of this ecosystem is the digital twin, a real-time digital representation of the road, with enormous potential to store, visualize, and analyze asset, traffic, third-party, and tolling data to feed insights and recommendations to the functional systems of the roadway.

The digital twin will take data in from a range of sources both during delivery and operations (e.g. construction plans, on-road sensors such as cameras, LiDAR, and CAVs) to evaluate asset conditions, manage traffic, inform the tolling strategy, populate our digital dashboards, and, where appropriate, share out to third-party platforms.

Historical and real-time data will be collected and stored in the digital twin, which serves as a central data repository with the capability to model a 3-D digital representation of the roadway and traffic conditions, and composition of interfacing data feeds through APIs. The digital twin will include an analytical and simulation engine that assesses data trends and changes to develop insights, alerts, predictions, and recommendations on a real-time basis to feed into the functional digital systems in order to enhance operations. This will utilize artificial intelligence and will be capable of running scenario analyses to develop recommendations for predictive activities and future corridor improvements.



3. THE DMP AND DIGITAL TWIN WILL ENABLE AM PARTNERS TO BRING ADDED VALUE TO THE PROJECT

The DMP and the digital twin will enable AM Partners to bring added value to the Project by driving faster, smarter, safer, and more efficient operating decisions. The most significant value enhancements include:

FUNCTIONAL SYSTEM	VALUE ENHANCEMENT	ROLE OF DIGITAL TWIN
Traffic operations	<p>Actively manage traffic throughout the corridor through real-time updates regarding the state of the asset and roadway conditions, recommendations to optimize routing and scheduling and predictive travel information for corridor users</p> <p>Alleviate congestion and ensure a reliable trip by improving times to identify and respond to incidents on the PMLs</p>	Utilize physical (e.g., dedicated lanes), digital (connectivity), and coordination (digital twin) interventions to accelerate and enhance automated vehicle operations
Digital dashboards	Deliver project certainty by increasing transparency and reporting to MDOT through a digital dashboard	Utilize the data repository and analytics engine to provide regular project updates and insights

FUNCTIONAL SYSTEM	VALUE ENHANCEMENT	ROLE OF DIGITAL TWIN
Maintenance program	Minimize the impact of the maintenance program by providing detailed asset-level insight and recommendation to extend the life of assets, resulting in decreases in lifecycle maintenance costs	Optimizing major and routine maintenance through detailed asset-level insights for pavement by monitoring roughness, leveraging visual machine learning, and ground-penetrating radar, structural health monitoring of bridges, and support predictive maintenance of all major assets
ETTM System, nBOS	Provide for an interoperable tolling solution that can integrate across platforms to provide a central repository and real-time data sharing Maximize value to MDOT by optimizing the dynamic pricing algorithm to increase the number of vehicles and significantly reduce HOV cheating	Use of best-in-class data aggregation and models to optimize dynamic pricing
CAV enablement	Alleviate congestion on the GPL by utilizing the PML for accelerated and enhanced CAV deployment, increasing throughput in dedicated CAV lanes	Utilize physical (e.g., dedicated lanes), digital (connectivity), and coordination (digital twin) interventions to accelerate and enhance automated vehicle operations
Regional transit	Support optimization of regional transit services through insights from the digital master plan that enhance the traffic management plan	Facilitate automated and coordinated transit solutions

4. ACCELERATING CAVS AND CONNECTED & AUTOMATED TRUCKS (CATS)

Society of Automotive Engineers (SAE) Levels 2 or 3 (L2/L3) vehicles with advanced driver assistance systems (ADAS) automation are increasingly a part of our highway landscape and will continue to become a greater share of new car sales nationally. Over the life of the project, it is expected that an increasing percentage of vehicles traveling along the corridor will operate fully autonomously (SAE Level 4+).

AM Partners commits to supporting the December 2020 Maryland CAV Strategic Framework, including public education and outreach, planning and policy, infrastructure, early deployment and testing, and workforce investments.

Our support will include:

- > **Public education and outreach** - As part of its overall community engagement efforts, AM Partners will include discussion regarding future CAV investments and potential benefits to communities.
- > **Planning and policy** - Through the DMP, AM Partners will incorporate the innovation journey of CAVs throughout planning of the corridor.
- > **Infrastructure** - AM Partners plans to invest in dedicated infrastructure to facilitate CAVs, including communications and asset management.
- > **Early deployment and testing** - AM Partners' DMP will make the corridor a premier real-world CAV testing facility not just in Maryland but across the country and accelerate key use cases including transit and freight. AM Partners will seek active opportunities for academic partnerships. It is also working closely with non-traditional partners, such as its close collaboration with digital innovation partner Cavnue.
- > **Workforce** - Development of the corridor offers to enhance existing workforce through partnerships on CAV deployments.

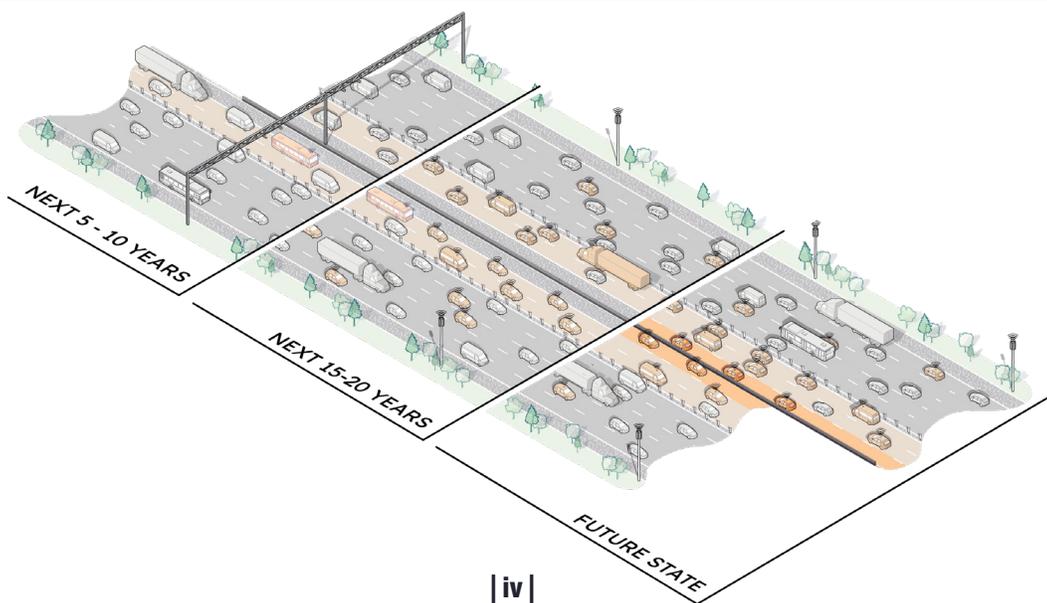


While the timeframes of SAE technology penetration are subject to uncertainty, AM Partners has partnered with Cavnu to incorporate CAV/CAT penetration into the DMP and help accelerate Maryland's CAV vision. Maryland's vision for CAV is "to uphold and enhance a **Safe, Efficient, and Equitable** transportation future by delivering collaborative and leading-edge CAV solutions." We will adopt Maryland's vision as our shared vision. We understand that the great promise for CAV technology needs to be combined with planning and collaboration to facilitate a structured introduction of these technologies. There are risks that such vehicles could introduce additional congestion or safety considerations during their introduction and operations in mixed traffic conditions.

To manage the safe, efficient, and equitable planning and deployment of CAVs, AM Partners will work with Maryland Transit Authority (MDTA) and engage the Maryland CAV Working Group.

The robust digital ecosystem detailed in the DMP will serve as the digital backbone to communicate with CAVs and accelerate the scaled, efficient, and safe introduction of CAVs. AM Partners will incorporate CAV expansion and penetration into the innovation journey of the Digital Master Plan and identify a range of scenarios that can support the scaled and efficient adoption of connected and automated vehicles. An example illustrative timeline scenario through three key phases with a goal to fast track enhancements based on technology readiness and penetration are highlighted below:

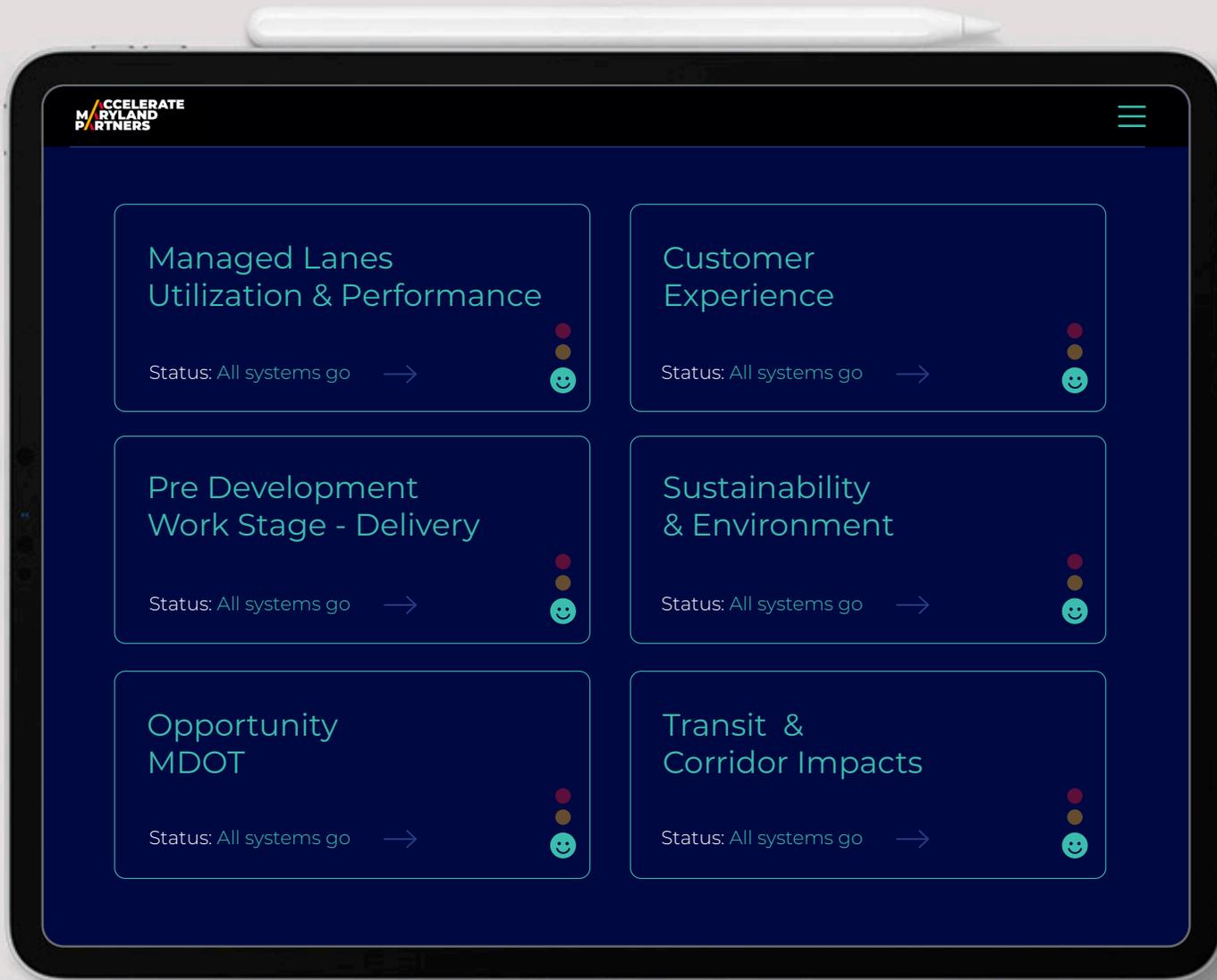
STAGE	CAV DEPLOYMENT STAGE	AM PARTNERS' STRATEGY (IN COLLABORATION WITH MDOT)
<p>NEXT 5-10 YEARS <i>Early CAV/CAT penetration & infrastructure technology</i></p>	<ul style="list-style-type: none"> > Early introduction of L2/L3 vehicles and early testing and deployment of L4+ vehicles - initially for high value use cases such as robotaxis and freight 	<ul style="list-style-type: none"> > Incorporation of improvements to Existing technologies such as gantries
<p>NEXT 15-20 YEARS <i>Acceleration of CAV/CAT penetration & infrastructure technology - accommodation in express lanes</i></p>	<ul style="list-style-type: none"> > Significant penetration of L2/L3 vehicles and high-speed, low latency communications (e.g., 5G+) > Expansion of testing and deployments of L4+ vehicles - expanding fastest in high value use cases such as robotaxis and freight 	<ul style="list-style-type: none"> > Adoption of connected tolling technologies > Begin exploring new Priced Managed Lanes as capacity will be freed up through shoulder width modifications and restriping
<p>FUTURE <i>Widespread CAV/CAT penetration & advanced infrastructure technology - expansion of express lane capacity utilizing collaboration between CAVs and infrastructure</i></p>	<ul style="list-style-type: none"> > Increasing penetration of L4+ vehicles across vehicle use cases > Ubiquitous next-generation communications penetration > Expansion of coordinated driving technologies 	<ul style="list-style-type: none"> > CAV/CAT capture rates in the Managed Lanes reach saturation (est. 5+ years after deployment) > In order to support the growth, AM Partners will provide and support MDOT with the road technology to support adoption in GP Lanes > Opportunity to also manage dedicated CAV/CAT GPLs as agreed upon



Appendix E
Additional Materials



Illustrative
Dashboards



FOR ILLUSTRATIVE PURPOSES ONLY



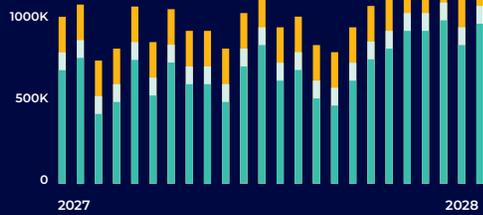
Managed Lanes Utilization & Performance

2027

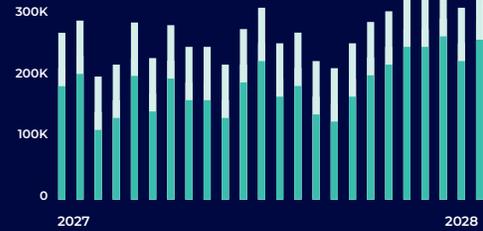
2028

WORKDAY

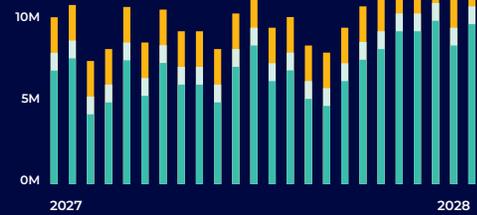
NUMBER OF TRIPS



NUMBER OF TRANSPONDERS



TOTAL DISTANCE



PRICING



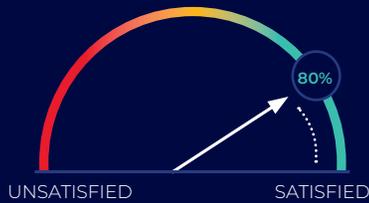
HOV LICENSE PLATE STANDARD

FOR ILLUSTRATIVE PURPOSES ONLY



Customer Experience

Voice of Customer



102,063
Surveys Completed

Social Feed @The MDTA

Total Impression: 43,000
Engagement Rate: 73%
Total Followers: 13,079



Sentiment Gauge

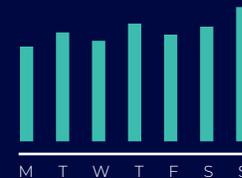
Issue Resolution Tolls
Speed Helpfulness
Value
Billing Expertise
Positive Friendliness Agent

Reviews

Great customer service skills. We had a pleasant conversations.
Very quick response. Five star service.

[MORE >](#)

Calls/Texts/Emails Last 7 days

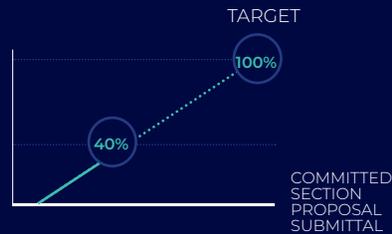


50
Outstanding
Inquiries

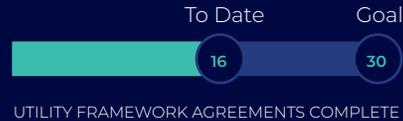
FOR ILLUSTRATIVE PURPOSES ONLY

Pre Development Work Stage - Delivery

Progress of DB Tender Documents



Utility Coordination Progress



Utilities Located
20,000 ft./30,000 ft.

Right of Way Acquisition

100
Parcels
obtained

250
Parcels
required

PDA Work Stage Timeline

STATUS: ON TRACK



Innovative Dialogue Processes (IDP)

35 IDPs proposed
20 IDPs accepted

DBE Goal



Soil Borings Completed to Date 250/689



FOR ILLUSTRATIVE PURPOSES ONLY

Sustainability & Environment

Natural World

Total Natural World Regeneration

Surface Water Treatment:

1,000

Tree Planting Stats: 1000

Quality of Life & Leadership

500

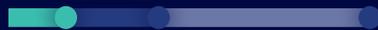
Cumulative Jobs Created

89%

Community Issue Resolved

Progress to DBE Spend Target

5,000 tonnes CO2-e
Cumulative CHG Emission Reduction



**15,000 tonnes CO2-e/
50,000 tonnes CO2-e**
Total Emission to Date and Offset

Case Study



Hybrid excavators selected

- > 12 units to be used in the construction process
- > Fuel savings of 15% compared to conventional diesel-powered units
- > 5,000 tonnes of GHG emissions to be avoided over construction period

Envision Rating



Environmental (NEPA) Wetlands and Waterways

	NEPA
Wetland	16.1 acres
Stream	155,229 linear ft
Buffer	52.7 acres
Floodplains	55.3 acres

Active Permits Permit Modifications Reduction

Opportunity MDOT

Pre Development Phase - DBE Goal



DBE Metrics



29 Days

Average Time for Payment
Target < 1 month



174

Total Contracts Awarded
Successful partnerships



7,000

Total Firms engaged
7,401 total MD DOT
certified firms



\$24.8 Million

Total Contract Value
Exceeding target

FOR ILLUSTRATIVE PURPOSES ONLY

Transit & Corridor Impacts

Key Transit Metrics

Transit trips completed **25,000**
 Single occupancy trips avoided **50,000**

Multi-modal transfer completed **14,000**
 Microtransit trips completed **11,000**
 Residents assisted with fare assistance **20,000**

Neighborhood Impact

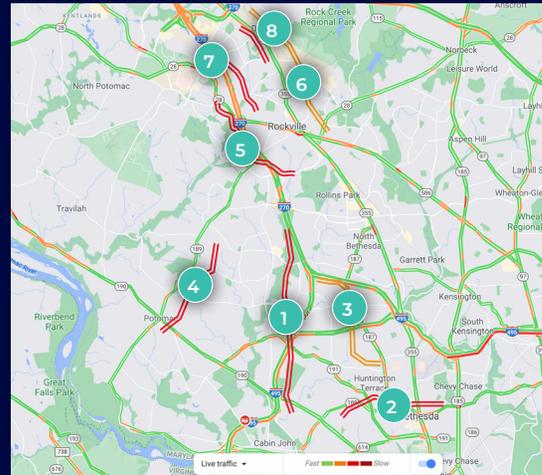
5:13 PM REAL TIME / SEE HISTORY

	BEFORE CONSTRUCTION	DURING CONSTRUCTION
1 Seven Locks Road	21 MPH	20 MPH
2 Wilson Lane	22 MPH	22 MPH
3 Fernwood Road	21 MPH	21 MPH
4 Falls Road	16 MPH	17 MPH
5 Wootton Parkway	18 MPH	19 MPH
6 Hungerford Drive	26 MPH	26 MPH
7 Gaither Road	24 MPH	24 MPH
8 Research Boulevard	24 MPH	24 MPH

3
Number of active
Incidents

0
Number of active
road closures

Regional Map Integrated with Waze



FOR ILLUSTRATIVE PURPOSES ONLY

Response to the Request for Proposals for Phase 1 of
the I-495 & I-270 Public-Private Partnership Program
through a Phase Public-Private Partnership Agreement

VOLUME II

Financial
Proposal

January 8, 2021

Aaron Singer
Proposer Representative
ASinger@transurban.com // 571.265.0220

Form H-1

PROPOSER'S ACKNOWLEDGEMENT OF DBE AND MBE PROGRAM REQUIREMENTS

THIS ACKNOWLEDGEMENT MUST BE PROVIDED BY THE FINANCIAL PROPOSAL DUE DATE. IF THIS ACKNOWLEDGEMENT IS NOT COMPLETED AND SUBMITTED AS REQUIRED, MDOT MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In conjunction with the Proposal submitted in response to the RFP, I affirm and agree to the following:

1. I acknowledge that MDOT will establish Disadvantaged Business Enterprise (DBE) participation goals to the extent required by federal law and Minority Business Enterprise (MBE) participation goals/subgoals to the extent practicable and legally permissible.
2. I acknowledge that MDOT established DBE participation goals for the Predevelopment Work for Phase 1 during the term of the Phase P3 Agreement.
3. I acknowledge that MDOT anticipates establishing DBE participation goals for the design and construction work, and MBE participation goals/subgoals for the operation and maintenance work performed during the term of the relevant Section P3 Agreement after reviewing the DBE and MBE program requirements and determining the applicability of each program.
4. I acknowledge that MDOT has or will set DBE participation goals or MBE participation goals/subgoals, as applicable, based on the actual work to be performed and the availability of DBEs or MBEs to perform the work.
5. I commit to making a good faith effort to achieve the established DBE participation goals. I acknowledge that I must either (i) meet each DBE participation goal established by MDOT and MDTA, and document my commitments to the DBE firms, or (ii) if I am unable to meet a goal, request a waiver, and document my good faith efforts to meet that goal.
6. I understand that if I am notified that I am the Selected Proposer, I must submit all additional documentation as required by MDOT and MDTA within five (5) Business Days, or other time period specified by MDOT, of being notified of the Selected Proposer.
7. I hereby agree that if I am the Selected Proposer, I will review all forms and documentation required to be submitted in connection with the DBE Program, including all documentation of good faith efforts to obtain the participation of DBE firms. I further understand that all forms completed and executed by me or the Phase Developer regarding any established DBE goal, including commitments to the participation of specific DBE firms, will (i) become part of the Phase P3 Agreement; and (ii) bind the Phase Developer for compliance purposes as set forth in the Phase P3 Agreement. Nothing herein shall grant any rights of the Phase Developer under the Phase P3 Agreement to any of its subcontractors by virtue of the DBE forms executed by the Phase Developer, as being incorporated into the Phase P3 Agreement.
8. I understand that in the event that no federal funds are used to finance the Predevelopment Work, MDOT reserves the right to establish MBE goals under Title 14, subtitle 3 of the SF&P Article of the Annotated Code of Maryland, to the extent it is practicable and legally permissible to do so.
9. I understand that all forms completed and executed by the Section Developers regarding any established MBE or DBE goal, including commitments to the participation of specific MBE or DBE firms, will (i) become part of the applicable Section P3 Agreement; and (ii) bind the applicable Section Developer for compliance purposes as set forth in the applicable Section P3 Agreement.

Nothing herein shall grant any rights of the Section Developer under the applicable Section P3 Agreement to any of its subcontractors by virtue of the DBE forms executed by the applicable Section Developer, as being incorporated into the applicable Section P3 Agreement.

- 10. I acknowledge that if I fail to return each completed document within the required time as directed by MDOT, MDOT may determine that I am not eligible for award.
- 11. In the solicitation of quotations or offers, DBE and MBE firms shall be provided not less than the same information and amount of time to respond as are non-DBE and non-MBE firms.
- 12. The solicitation process shall be conducted in such a manner so as to otherwise not place DBE and MBE firms at a competitive disadvantage to non-DBE and non-MBE firms.

I solemnly affirm under the penalties of perjury that each of the affirmations, certifications, and acknowledgements contained herein are true to the best of my knowledge, information, and belief.

Proposer Name: Accelerate Maryland Partners LLC

Proposer Address: 7900 Westpark Drive, Suite T500
Tysons, Virginia 22102

Signature: 

Name: Aaron Singer

Title: Proposer Representative

FORM H-2 (PREDEVELOPMENT WORK)

MDOT DBE FORM PACKAGE SUBMISSION FEDERALLY-FUNDED CONTRACTS PROPOSER'S AFFIRMATION

THIS AFFIRMATION MUST BE PROVIDED BY THE FINANCIAL PROPOSAL DUE DATE. IF THIS AFFIRMATION IS NOT COMPLETED AND SUBMITTED AS REQUIRED, MDOT MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

I hereby affirm that I have reviewed all required DBE program forms and documentation, whether attached hereto or subsequently submitted in support hereof, including any and all affidavits and the DBE participation schedule. The attached DBE Form Package Submission includes:

- (a) Certified DBE Utilization and Fair Solicitation Affidavit (MDOT DBE Form A – Federally-Funded Contracts); and
- (b) DBE Participation Schedule (MDOT DBE Form B – Federally-Funded Contracts).

I understand that if I am notified that I am the Selected Proposer, I must obtain the following documentation and submit it within five (5) Business Days of receiving such notice:

- (1) Outreach Efforts Compliance Statement (MDOT DBE Form C - Federally-Funded Contracts);
- (2) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (3) DBE Waiver Request Form E (if waiver was requested); and
- (4) any other documentation required by MDOT to ascertain the Proposer's compliance in connection with the certified DBE participation goal.

I further understand that all forms completed and executed by me or the Phase Developer regarding any established DBE goal, including commitments to the participation or specific DBE firms, as well as any waiver requests, will (i) become part of the Phase P3 Agreement and (ii) bind the Phase Developer for compliance purposes as set forth in the Phase P3 Agreement. Nothing herein shall grant any additional rights under the Phase P3 Agreement to the Phase Developer or any of its subcontractors by virtue of the DBE forms executed by the Phase Developer being incorporated into the Phase P3 Agreement.

I solemnly affirm under the penalties of perjury that the contents of the DBE program forms completed by me or the Phase Developer are true to the best of my knowledge, information, and belief.

Proposer Name: Accelerate Maryland Partners LLC

Proposer Address: 7900 Westpark Drive, Suite T500
Tysons, Virginia 22102

Signature:



Name: Aaron Singer

Title: Proposer Representative

FORM H-3 (PREDEVELOPMENT WORK)**MDOT DBE FORM A - FEDERALLY-FUNDED CONTRACTS CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

THIS AFFIDAVIT MUST BE PROVIDED BY THE FINANCIAL PROPOSAL DUE DATE. IF THIS AFFIDAVIT IS NOT COMPLETED AND SUBMITTED AS REQUIRED, MDOT MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In connection with the Proposal submitted in response to the Request for Proposals for Phase 1 of the I-495 & I-270 through a Phase Public-Private Partnership Agreement, I affirm the following:

1. **DBE Participation (PLEASE CHECK ONLY ONE)**

I will meet the overall certified DBE participation goal of 26 percent for the Predevelopment Work. I agree that this percentage of the total dollar amount of the Predevelopment Work for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts), as updated in accordance with the Phase P3 Agreement.

OR

I conclude that I am unable to achieve the DBE participation goal for the Predevelopment Work. I hereby request a waiver, in whole or in part, of the goal. Within five (5) Business Days of being notified that I am the Selected Proposer, I will submit a written waiver request. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Phase P3 Agreement as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

2. **Additional DBE Documentation**

I understand that within five (5) Business Days of being notified that I am the Selected Proposer, I must submit the following documentation to MDOT:

- (a) Outreach Efforts Compliance Statement (MDOT DBE Form C – Federally-Funded Contracts);
- (b) DBE Subcontractor Project Participation Affidavit (MDOT DBE Form D – Federally-Funded Contracts);
- (c) Good Faith Efforts Guidance and Documentation (MDOT DBE Form E – Federally-Funded Contracts) (if waiver was requested); and
- (d) any other documentation required by MDOT to ascertain the Proposer’s susceptibility of being selected for award in connection with the certified DBE participation goal in accordance with 49 CFR Part 26, Appendix A.

I acknowledge that if I fail to return each completed document (in paragraphs 2(a) through (d)) within the required time, MDOT may determine that the Proposer is not compliant and therefore not eligible for contract award or not susceptible of being selected for award. I further acknowledge that nothing contained herein or in any of the additional DBE Program Forms shall grant any rights of the Phase Developer under the Phase P3 Agreement to any of its subcontractors by virtue of the DBE forms executed being incorporated into the Phase P3 Agreement.

In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

4. **Products and Services Provided by DBE firms**

I hereby affirm that the DBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information, and belief.

Accelerate Maryland Partners LLC



Company Name

Signature of Representative

7900 Westpark Drive, Suite T500

Aaron Singer, Proposer Representative

Address

Printed Name and Title

Tysons Virginia, 22102

January 8, 2021

City, State, and Zip Code

Date

FORM H-4 (PREDEVELOPMENT WORK)

MDOT DBE FORM B - FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE PROVIDED BY THE FINANCIAL PROPOSAL. IF PART 2 IS NOT COMPLETED AND SUBMITTED WITH THE PROPOSAL AS REQUIRED, MDOT MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

*** STOP ***

FORM INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at https://mbe.mdot.maryland.gov/directory/search_select.asp to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **will not be counted** for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's Products/Services Description in the DBE Directory includes the products to be supplied and services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
5. The Phase Developer's subcontractors are considered second-tier subcontractors. The following two conditions must be met before MDOT may approve a third-tier or lower-tier contracting agreement: (a) the Phase Developer must request in writing approval of each third-tier or lower-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier or lower-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the DBE participation goal:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220, and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no DBE participation credit will be given for the supply of these products.

- C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total contract value and insert the percentage in Line 3.1.
 - D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total contract value and insert the percentage in Line 3.1.
 - E. Is the firm certified as a supplier, wholesaler, or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler, or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each DBE firm that is not being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the amount of the subcontract for purposes of achieving the DBE participation goal, divide the total amount of the subcontract by the total contract value and insert the percentage in Line 3.1.
- Example:** \$2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, MUST at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the Selected Proposer is unable to achieve the DBE participation goals, then the Selected Proposer must request a waiver in Form A. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) 26 % ¹¹
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	

¹¹ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ 5,366,449 ¹²
Insert the Total Contract Amount in Box C	(C) \$ 20,640,188 ¹³
Divide Box B by Box C and Insert in Box D	(D) = 0.26000
Multiply Box D by 100 and insert in Box E	(E) = 26.00 %

¹² The total countable subcontract amounts shall be equal to the aggregate value of the total countable subcontract amounts for the initial 180 days following the Effective Date.

¹³ The Total Contract Amount means the total value of the work under the Phase P3 Agreement for the first 180 days following the Effective Date.

PART 2 – DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE PROVIDED BY THE FINANCIAL PROPOSAL DUE DATE. IF PART 2 IS NOT COMPLETED AND SUBMITTED WITH THE PROPOSAL AS REQUIRED, MDOT MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	DBE and Workforce Development Coordinator / DBE Systems

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁴
<p>Modern Times Inc.</p> <p><input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: <u>17-363</u></p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input checked="" type="checkbox"/> Hispanic American-Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[255,000].¹⁵</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.24]%¹⁶</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.¹⁷</p> <p>(i) Percentage as a percentage of the total contract value: [0]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(E) in Part 1 – Instructions): [0]%</p>

¹⁴ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁵ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

¹⁶ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

¹⁷ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

	<input type="checkbox"/> Other DBE Classification <hr/>	
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Please check if Continuation Sheets are attached. Please add additional sheets as necessary.

CONTINUATION SHEET

PAGE 2 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Traffic Data Collection

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>MCV Associates, Inc.</p> <p><input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: <u>94-123</u></p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input checked="" type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[350,000].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.70]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 3 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Hispanic Outreach and Strategic Communications

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
Cool & Associates, LLC <input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: <u>15-064</u> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input checked="" type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[<u>23,400</u>]. ¹⁹ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [<u>0.11</u>]% ²⁰ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer. ²¹ (i) Percentage as a percentage of the total contract value: [<u>0</u>]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [<u>0</u>]%

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 4 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Website / Graphics / Video

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
McAndrew Company, Inc. <input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: 97-362 (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input checked="" type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[30,000]. ¹⁹ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [0.15]% ²⁰ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer. ²¹ (i) Percentage as a percentage of the total contract value: [0]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 5 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Project Controls / Scheduling

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>CES Consulting, LLC</p> <p><input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 11-018</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input checked="" type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[713,800].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [3.46]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 6 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Staff Augmentation

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>Caliber Consulting Group, LLC</p> <p><input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 14-528</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input checked="" type="checkbox"/> Hispanic American-Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[75,000].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [0.36]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 7 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Roadway, Drainage, and Bridge Design Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
Alvi Associates, Inc. <input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: <u>98-246</u> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input checked="" type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[1,030,000]. ¹⁹ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [4.99]% ²⁰ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer. ²¹ (i) Percentage as a percentage of the total contract value: [0]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 8 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	SWM and Bridge Design Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>SuYash Consulting, LLC</p> <p><input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 16-093</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input checked="" type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[500,000].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [2.42]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 9 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Traffic Engineering, Intersection Traffic Count, and Bridge Inspection Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>CST Engineering Incorporated</p> <p><input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 16-452</p> <hr/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input checked="" type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[197,000].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [0.95]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 10 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Surveying, Utility Designation and Test Pit Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
AB Consultants, Inc. <input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: 94-165 (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input checked="" type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[178,734]. ¹⁹ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [0.87]% ²⁰ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer. ²¹ (i) Percentage as a percentage of the total contract value: [0]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 11 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Geotechnical Drilling Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>DMY Engineering Consultants, Inc.</p> <p><input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 14-473</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input checked="" type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[372,410].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.80]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 12 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Geotechnical Drilling Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
Soil and Land Use Technology, Inc. T/A SALUT-TLB <input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: <u>93-031</u> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input checked="" type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[372,410]. ¹⁹ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.80]% ²⁰ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer. ²¹ (i) Percentage as a percentage of the total contract value: [0]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 13 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Geotechnical Lab Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>Dulles Geotechnical and Material Testing Services, Inc.</p> <p><input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 13-577</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input checked="" type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[223,446].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.08]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 14 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Landscape Design Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
Floura Teeter Landscape Architects, Inc. <input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: <u>01-180</u> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input checked="" type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[25,000]. ¹⁹ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [0.12]%. ²⁰ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer. ²¹ (i) Percentage as a percentage of the total contract value: [0]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 15 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Hazardous Material Support

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>Straughan Environmental, Inc.</p> <p><input checked="" type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 97-190</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input checked="" type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[351,000].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.70]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 16 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Consulting Services

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>Straughan Environmental, Inc.</p> <p><input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 97-190</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input checked="" type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[238,680].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.16]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

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²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 17 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Document Control

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
<p>SZ PM Consultants, Inc.</p> <p><input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).</p>	<p>Certification Number: 12-683</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American-Owned</p> <p><input checked="" type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other DBE Classification</p>	<p>(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[230,889].¹⁹</p> <p>(b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [1.12]%²⁰</p> <p>(c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer.²¹</p> <p>(i) Percentage as a percentage of the total contract value: [0]%.</p> <p>(ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%</p>

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¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

CONTINUATION SHEET

PAGE 18 of 18

Selected Proposer	Phase 1 of the I-495/I-270 P3 Program: Describe Scope of Work to be Completed by Selected Proposer
Accelerate Maryland Partners	Consulting Services

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

NAME OF DBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND DBE CLASSIFICATION	DBE CONTRACT VALUE AND PERCENTAGE OF PREDEVELOPMENT WORK¹⁸
AB Consultants, Inc. <input type="checkbox"/> Please check if DBE firm is a third-tier or lower tier contractor (if applicable).	Certification Number: <u>94-165</u> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input checked="" type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification	(a) Dollar amounts of subcontract(s) with DBE subcontract: \$[199,680]. ¹⁹ (b) Total percentage to be paid to the DBE subcontractor as a percentage of the total contract value (excluding products/ services from suppliers, wholesalers, or regular dealers): [0.97]% ²⁰ (c) Total percentage to be paid to the DBE subcontractor for items of work where the DBE subcontractor is being used as a supplier, wholesaler, or regular dealer. ²¹ (i) Percentage as a percentage of the total contract value: [0]%. (ii) Percentage that can be counted towards the DBE participation goal by applying the 60% rule (see section 6(e) in Part 1 – Instructions): [0]%

¹⁸ The cumulative DBE percentage in this column should meet the DBE participation goal for the Predevelopment Work for the initial 180 days following the Effective Date, unless the Phase Developer has obtained a waiver to the DBE participation goal from MDOT in accordance with Form A.

¹⁹ Insert the total Dollar amount of the subcontract(s) with the DBE subcontractor expected to be accrued over the initial 180 days following the Effective Date.

²⁰ Insert the total percentage amount of the total contract value (included in Box C of Part 1) for which the DBE subcontractor is responsible (excluding products/ services from suppliers, wholesalers or regular dealers). This percentage can be used for the purposes of calculating the DBE participation goal.

²¹ These percentages should be based on the value of the work expected to be completed in the initial 180 days following the Effective Date.

January 8, 2021

I-495 & I-270 P3 Office
 MDOT State Highway Administration
 601 N. Calvert Street
 Baltimore, Maryland 21202
 Attn: Catherine Agostino, Solicitation Manager and Jeffrey T. Folden, P.E., DBIA,
 Deputy Director, I-495 & I-270 P3 Office
p3solicitation@mdot.maryland.gov

Re: Request for Proposal for Phase 1 of the I-495 & I-270 Public-Private Partnership Program – Form H-4 (Predevelopment Work) Part 2, DBE Participation Schedule

Dear Ms. Agostino and Mr. Folden,

Due to the nature of the Project and the resulting complexity of the Accelerate Maryland Partners LLC (AM Partners) developer-led organizational structure, the majority of DBE/MBE contractors on the Project will be considered third-tier and fourth-tier subcontractors.

As such, a percentage of the Predevelopment Work contractors will work for our designated direct subcontractors, Dewberry Engineers Inc. (Dewberry) and KO Public Affairs LLC (KO), who are considered second-tier subcontractors. These Predevelopment Work contractors will work directly with these designated subcontractors as third-tier or contracted directly with one of their subconsultants as fourth-tier. Below is the list of third-tier and fourth-tier DBE firms proposed for the Predevelopment Work at time of submittal:

Firm	DBE #	Tier	Sub To	Scope	NAICS Code(s)
Cool & Associates	15-067	3	KO	Hispanic Outreach and Strategic Communications	541613; 541930
Alvi Associates, Inc.	98-246	3	Dewberry	Roadway, Drainage, and Bridge Design Support	541330
SuYash Consulting, LLC	16-093	3	Dewberry	SWM and Bridge Design Support	237990; 541330
CST Engineering Incorporated	16-452	3	Dewberry	Traffic Engineering, Intersection Traffic Count, and Bridge Inspection Support	237990; 237310
AB Consultants, Inc.	94-165	3	Dewberry	Surveying, Utility Designation and Test Pit Support	238910; 541330; 541360; 541370
DMY Engineering Consultants, Inc.	14-473	4	ECS Mid-Atlantic, LLC (ECS)	Geotechnical Drilling Support	541330; 541690

Soil and Land Use Technology, Inc. (SALUT)	93-031	4	ECS	Geotechnical Drilling Support	541330
Dulles Geotechnical and Materials Testing Services, Inc.	13-577	4	ECS	Geotechnical Lab Support	541380
Floura Teeter Landscape Architects, Inc.	01-180	3	Dewberry	Landscape Design Support	541320
Straughan Environmental, Inc.	97-190	3	Dewberry	Hazardous Material Support	541620; 541690

This tiered classification will be consistent for all stages of the Project. In order to increase the number of DBE and local companies that participate on this Project and align all levels and tiers of the Project to encourage participation of such companies, AM Partners is requesting approval to have third-tier, fourth-tier, and if applicable lower tier subcontractors' contribution count towards the Project's inclusion goals for both the Predevelopment Work and the Section Work.

AM Partners will ensure that the DBE/MBE firms listed will perform a Commercially Useful Function as required in 49 CFR Part 26 and enforce a tracking program that ensures no double counting.

Please do not hesitate to let us know should you require any additional information on the content of this letter.

Sincerely,



**Aaron Singer, Proposer Representative
Accelerate Maryland Partners LLC**

Response to the Request for Proposals for Phase 1 of
the I-495 & I-270 Public-Private Partnership Program
through a Phase Public-Private Partnership Agreement

VOLUME II

Financial
Proposal

Aaron Singer
Commercial Director North America
ASinger@transurban.com // 571.265.0220

Form A-2

**MARYLAND TRANSPORTATION AUTHORITY AND MARYLAND DEPARTMENT OF
TRANSPORTATION
I-495 & I-270 P3 PROGRAM PHASE 1
INSTRUCTIONS TO PROPOSERS
FINANCIAL PROPOSAL LETTER**

Proposer: Accelerate Maryland Partners LLC

Financial Proposal Date: January 8, 2021

The undersigned ("Proposer") submits this Financial Proposal (this "Financial Proposal") in response to that certain Request for Proposals (as amended, the "RFP") issued by the State of Maryland (the "State") acting by and through the Maryland Transportation Authority, an agency of the State ("MDTA") and the Maryland Department of Transportation, a principal department of the State including the State Highway Administration ("MDOT"), dated December 18, 2020, for Phase 1 ("Phase 1") of the I-495 & I-270 P3 Program ("P3 Program") pursuant to a public-private partnership agreement (the "Phase P3 Agreement"), as more specifically described herein and in the documents provided with the RFP, including the Reference Information Documents (the "RFP Documents"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

Subject to the terms below, in consideration for MDOT supplying this Proposer, at our request, with the RFP Documents and agreeing to examine and consider this Financial Proposal, the undersigned undertakes:

- (a) subject to Section 3.6(b) of the ITP, to keep this Financial Proposal open for acceptance for 180 days after the Financial Proposal Due Date, without unilaterally varying or amending its terms and without any member of Proposer or partner (if Proposer is a partnership or a joint venture) withdrawing, or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Financial Proposal is submitted, without first obtaining the prior written consent of MDOT; and
- (b) if the Proposer is selected as the Selected Proposer, to provide security (including bonds, insurance, and letters of credit) for the due performance of the Phase P3 Agreement as stipulated in the Phase P3 Agreement and the RFP.

If MDOT properly draws on Proposer's Proposal Security in accordance with the terms, and subject to the conditions of the RFP Documents, and the surety or other financial institution providing the Proposal Security refuses to honor MDOT's proper draw thereon, by its signature(s) below, each undersigned undertakes, on behalf of the Proposer's Equity Members, and by such signature, the Proposer's Equity Members each assume, joint and several liability to MDOT for the entire stated amount (in the case of a Proposal Letter of Credit) or penal sum (in the case of a Proposal Bond) of the Proposal Security.

If selected by MDOT and MDTA as the Selected Proposer, the Proposer agrees to do the following or to cause the entity created by the Selected Proposer to enter into the Phase P3 Agreement (the "Phase Developer") to do the following: (a) if requested by MDOT and MDTA, enter into good faith negotiations with MDOT and MDTA regarding the terms of the Phase P3 Agreement in accordance with Section 5.1 of the ITP (*Executing the Phase P3 Agreement*); (b) enter into the Phase P3 Agreement in accordance

with Section 5.1 of the ITP (*Executing the Phase P3 Agreement*); and (c) perform its obligations as set forth in the ITP (while the same governs) and the Phase P3 Agreement, including compliance with all commitments contained in this Financial Proposal.

By submitting this Financial Proposal, the Proposer acknowledges and agrees that its Development Rights Fee is being provided at risk and may become payable by the Phase Developer at times other than at Financial Close of a section or at times when the Phase Developer is not able to recover such payment in whole or part from a Section Developer. The Proposer acknowledges that the Phase Developer's obligation to pay the Development Rights Fee may arise in circumstances when the Phase Developer has been unable to achieve Financial Close on a section for reasons beyond its reasonable control and the only circumstances in which the Development Rights Fee will not become payable by the Phase Developer or may be subject to adjustment are expressly set out in the Phase P3 Agreement.

The following individual(s) is/are authorized to enter into negotiations with MDOT and MDTA for, or on behalf of, the Proposer and Phase Developer in connection with the RFP, Phase 1, and the Phase P3 Agreement: Aaron Singer and Sarah Schick.

Enclosed, and by this reference incorporated herein, is the Financial Proposal. Proposer acknowledges receipt of the following Addenda:

None.

The Proposer certifies that its Financial Proposal is submitted without reservation, qualification, assumptions, or conditions. The Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on PCS for Phase 1, any Addenda, and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by the Phase Developer and do not contain internal inconsistencies, errors, or omissions; that it has carefully checked all the words, figures, and statements in this Financial Proposal; that it has conducted a reasonable investigation in preparing this Financial Proposal; and that it has notified MDOT in writing of any deficiencies or errors in, or omissions from, any RFP Documents or other documents provided by MDOT or MDTA, and of any unusual site conditions observed prior to the date hereof.

The Proposer represents that all statements made in the SOQ previously delivered to MDOT (as amended and resubmitted) are true, correct, and accurate as of the date hereof, except as otherwise specified in the enclosed Financial Proposal and Financial Proposal forms. The Proposer agrees that such SOQ, except as modified by the enclosed Financial Proposal and Financial Proposal forms, is incorporated as if fully set forth herein. Further, the Proposer represents that its Financial Proposal remains valid and binding, and that all representations and certifications in its Financial Proposal remain true, correct, and accurate, as of the date of the submittal of this Financial Proposal.

The Proposer certifies the following (mark one):

- (i) the Proposer's financial capacity information previously delivered to MDOT, as required by Appendix 5, Section 2.1(d), remains true, correct and complete as of the date hereof; (ii) there has been no material change to such information since it was previously delivered to MDOT; and (iii) no additional financial statements required under

Appendix 5, Section 2.1(d) have become available since the Proposer's submission of such information on or prior to the Predevelopment Work Proposal Due Date.

- (i) the Proposer's financial capacity information previously delivered to MDOT as required by Appendix 5, Section 2.1(d) has materially changed or additional financial statements required under Appendix 5, Section 2.1(d) have become available since Proposer's submission of such information on or prior to the Predevelopment Work Proposal Due Date; (ii) Proposer has included with this Financial Proposal submission updated financial capacity information regarding such material changes or additional financial statements; and (iii) Proposer certifies that the updated information or additional financial statements is/are true, correct, and complete as of the date hereof.

The Proposer understands that MDOT is not bound to award the Phase P3 Agreement to the Proposer with the best Financial Proposal or to any Proposer.

The Proposer further understands that all costs and expenses incurred by it in preparing this Financial Proposal and participating in the RFP Process will be borne solely by the Proposer, except any reimbursement payment that MDOT may make to a Proposer in accordance with the Stipend Agreement and ITP Section 4.11. The Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such Proposal Work Product.

Subject to the Proposer's rights under the Public Information Act, the Proposer consents to MDOT or MDTA's disclosure of its Financial Proposal, to any Persons after award and execution of the Phase P3 Agreement by MDOT and MDTA. The Proposer acknowledges and agrees to the disclosure terms of the ITP. The Proposer expressly waives any right to contest such disclosures.

The Proposer agrees that MDOT and MDTA will not be responsible for any errors, omissions, inaccuracies, inconsistencies, or incomplete statements in this Financial Proposal.

This Financial Proposal shall be governed by and construed in all respects according to the laws of Maryland.

Proposer's business address:

<u>7900</u>	<u>Westpark Drive</u>	<u>Suite T500</u>	
(No.)	(Street)	(Floor or Suite)	
<u>Tysons</u>	<u>Virginia</u>	<u>22102</u>	<u>United States</u>
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: Delaware

[Signature Page to Follow]

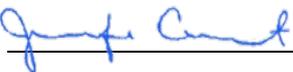
Accelerate Maryland Partners LLC

By:  _____

Print Name: Aaron Singer

Title: Proposer Representative

Transurban (USA) Operations Inc.

By:  _____

Print Name: Jennifer Aument

Title: President

Macquarie Infrastructure Developments LLC

By:  _____

Print Name: Sarah Schick

Title: Manager

By:  _____

Print Name: Sandeep Gopalan

Title: Vice President

Section 2.
Financial Proposal
Evaluation Submittals



Financial
Proposal Form
Form G

Form G

FINANCIAL PROPOSAL FORM

Proposer Name: Accelerate Maryland Partners (the "Proposer")

Date: January 8, 2021

The Proposer hereby offers this Financial Proposal pursuant to Appendix 5 of the ITP.

1. Proposal Equity IRR

 (percentage, to the tenth of a percentage point)

2. Developer Closing Fee Percentage

 (percentage, to the tenth of a percentage point)

3. Development Rights Fees

\$145,000,000 (stated in nominal dollars)

Section ¹⁰	Development Rights Fee (stated in nominal dollars)
1	<u>\$145,000,000</u>

Total **\$145,000,000**

4. Predevelopment Cost Cap

\$54,300,000 (stated in nominal dollars)

5. D&C General Conditions Cost Percentage

 (percentage, to the tenth of a percentage point)

6. Contractor Markup Percentage

 (percentage, to the tenth of a percentage point)

7. Renewal Work General Conditions Cost Percentage

 (percentage, to the tenth of a percentage point)

¹⁰ Proposer to populate in accordance with the section(s) included in Proposal for Phase South A

January 5, 2021

I-495 & I-270 P3 Office
 MDOT State Highway Administration
 601 N. Calvert Street
 Baltimore, Maryland 21202

Attn: Catherine Agostino, Solicitation Manager and Jeffrey T. Folden, P.E., DBIA, Deputy Director, I-495 & I-270 P3 Office
 p3solicitation@mdot.maryland.gov

Re: Request for Proposal for Phase 1 of the I-495 & I-270 Public-Private Partnership Program – Response to Request for Additional Information

Dear Ms. Agostino and Mr. Folden,

Please find below Accelerate Maryland Partners LLC response to your letter dated December 31, 2020 requesting additional information.

- Question:** In accordance with Appendix 4, Section 3.1(g)(x) of the Instructions to Proposers (ITP), please provide the latest signed version of Form N –Form of Stipend Agreement. The Form N submitted with the Proposal includes language from a draft version of the RFP.

Response: Please find attached to this letter an executed revised Form N – Form of Stipend Agreement.

- Question:** It is not clear exactly which portions of the additional materials are relevant to which Sections of the Criteria or Sub-criteria. In accordance with Appendix 4, Section 3.7(a) of the ITP, all additional materials must “reference the relevant section of the Predevelopment Work Proposal to which it relates.” For each section of the Proposal that was intended to be additional materials, please explicitly reference the relevant section of the Predevelopment Work Proposal and the intended additional materials with page numbers using the sample table below:

Additional Materials	Additional Materials File / Page Number Location	Section 2: Delivery Certainty	Section 3: Minimize Impacts	Section 4: Maximize Value to the State	Section 5: Opportunity MDOT / Community Benefits	Section 6: Congestion Relief
Example Additional Material #1	File A, p. 57-65	Yes, section page reference(s)	No	No	Yes, section page reference(s)	No
Example Additional Material #2	File C, p. 66-70	No	Yes, section page reference(s)	Yes, section page reference(s)	No	No
Example Additional Material #3	File E, p. 85-100	Yes, section page reference(s)	Yes, section page reference(s)	Yes, section page reference(s)	No	No

Note: Please replace the example text with your Proposal clarifications.

Response: Please find below all references to the relevant section of the Predevelopment Work Proposal and the intended additional materials with page numbers using the required sample table.

Additional Materials	Additional Materials File / Page Number Location	Section 2: Delivery Certainty	Section 3: Minimize Impacts	Section 4: Maximize Value to the State	Section 5: Opportunity MDOT / Community Benefits	Section 6: Congestion Relief
Design Plans	Appendix E, p.999-1,140	Yes, sections 1,1.3 and 1.4, p.532-540	Yes, section 3, p.678, section 4 p.683-684 and section 5, p.684-686	Yes, section 1.3.1, p.712-714	No	No
Additional Commitment Details	Appendix E, p.1,141-1,147	Yes, Commitment Table p. 531, section 1, p. 531-532	Yes, Commitment Table, p.664	Yes, Commitment Table, p.709	Yes, Commitment Table, p.761	Yes, Commitment Table, p.841
Letters of Interest	Appendix E, p.1,148-1,164 [Also included in Appendix 3.2(a).4., p.567]	Yes, section 1.4.2, p.537 and section 3.2.1, p.548	No	Yes, section 3.1.1., p.718	No	No
Digital Master Plan	Appendix E, p.1,165-1,169 [Also included in Appendix 3.2(a).3., p.562]	Yes, sections 1.1 and 1.4.4 p.533 and 540	No	Yes, sections 3.2 and 4 p.719 and 720	No	No

Additional Materials	Additional Materials File / Page Number Location	Section 2: Delivery Certainty	Section 3: Minimize Impacts	Section 4: Maximize Value to the State	Section 5: Opportunity MDOT / Community Benefits	Section 6: Congestion Relief
Illustrative Dashboards	Appendix E, p.1,170-1,177 [Also included in Appendix 3.2(a).6., p.600; Appendix 3.2(b).4., p.697; Appendix 3.2(d).5. p.838; Appendix 3.2(e).3., p.856]	Yes, section 2.1.4., p. 545, and section 5.1, p.552	Yes, section 1.3, p. 668 and 1.4 p.669-671	Yes, section 4.5, p.722	Yes, section 2.4. and 5, p. 765 and 770	Yes, section 3. p.849
Resumes	Appendix 3.2(a).7, p.602 [Also partly included in Appendix 3.2(b).5., p.699; and Appendix 3.2(d).3., p.776]	Yes, section 1.3.1, p.536 and section 6, p.553-555	Yes, section 3, p.666 and sections 4.1 and 5, p.682-684	No	Yes, section 1.1, p.762	No
Envision Rating	Appendix 3.2(b).3, p.694	No	Yes, sections 6 and 6.1 p.687	No	No	No
D&C Procurement Process	Appendix 3.2(c).5., p.757	No	No	Yes, section 3.1.1, p.718	No	No
Memoranda of understanding	Appendix 3.2(d).4, p.787	No	No	No	Yes, sections 2.1 and 2.3 p. 763-764	No

3. **Question:** In accordance with Appendix 4, Section 3.7(a) of the ITP, please clarify if sections labeled as appendices in Volume I, Section 2 – 6 of the Predevelopment Work Proposal were intended to be additional materials.

Response: We confirm that appendices 3.2(a).7. Resumes of AM Partners' Senior Personnel, 3.2(b).3. Envision Rating, 3.2(c).5. D&C Procurement Process, and 3.2(d).4. Memoranda of Understanding are intended to be additional material and were included within each sub-section for ease of review and only included once to avoid duplicity in the overall Appendix E Additional Material. These items are reflected in the table included in response to clarification question #2 above. All other appendices in Volume I, Section 2 – 6 of the Predevelopment Work Proposal (i) have either been directly included in Appendix E as they relate to multiple returnable Sections, (ii) have been included as Appendices as required by the ITP (e.g. Appendices 3.2(a).5. - Predevelopment Work and Section D&C Work Schedule, 3.2(c).3. – Sample Estimate for Class 1 Excavation and 3.2(c).4. Sample of Estimate for Maintenance of Traffic) or (iii) are not considered additional material.

4. **Question:** In accordance with Appendix 4, Section 3.7(a) of the ITP, please provide a reference to Appendix 3.2(b).1: Compliance and Navigation in Section 3.2(b) Minimize Impacts. Appendix 3.2(b).1 was not referenced in Section 3.2(b) Minimize Impacts.

Response: The Compliance and Navigation and Definitions and Abbreviations appendices provided within each Section are not considered Additional Material but included solely for the purpose of aiding in the comprehensive review of each Section and not intended to be considered part of the overall page count for each Section.

5. **Question:** In accordance with Appendix 5, Section 2.1(d) of the ITP, please identify any differences between the financial capacity information submitted in the Financial Proposal and the information submitted in the statement of qualifications (SOQ).

Response: We confirm that there is no difference in financial capacity of the Proposer or its Equity Members, except as described in Annex C to the Financial Officer Certificates (Form Q) submitted for each of Transurban and Macquarie.

Please do not hesitate to let us know should you require any additional information on the content of this letter and clarification provided therein.

Sincerely,



Aaron Singer, Proposer Representative
Accelerate Maryland Partners LLC

Form N

FORM OF STIPEND AGREEMENT

STIPEND AGREEMENT

(PHASE 1 OF THE I-495 & I-270 P3 PROGRAM)

THIS STIPEND AGREEMENT (this "**Agreement**") is made and entered into as of the 23rd day of December, 2020, by and among the State of Maryland (the "**State**") acting by and through the Maryland Department of Transportation, a principal department of the State ("**MDOT**"), and Maryland Accelerate Partners LLC, a Delaware Limited Liability Company ("**Proposer**"), with reference to the following facts:

- (a) On December 18, 2020, MDOT issued a Request for Proposals ("**RFP**") seeking a Phase Developer for a public-private partnership agreement (the "**Phase P3 Agreement**") for Phase 1 of the I-495 & I-270 P3 Program through a Public-Private Partnership Agreement, pursuant to §§ 10A-101, et seq. of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (b) The RFP requires each Proposer who wishes to execute and deliver a Stipend Agreement to MDOT to do so by the Predevelopment Work Proposal Due Date.

NOW, THEREFORE, Proposer on its behalf and on behalf of all members on the Proposer Team hereby agrees as follows:

1. DEFINITIONS

All capitalized terms and acronyms used but not defined in this Agreement have the respective meanings set forth in the Instructions to Proposers ("**ITP**") included in the RFP.

2. PROPOSAL WORK PRODUCT

- (a) MDOT hereby retains Proposer to prepare and submit, in response to the RFP, a Proposal that conforms in all material respects to the requirements of the RFP, as determined by MDOT, is timely received by MDOT, and satisfies the provisions of Section 3(a) below.
- (b) All work performed by Proposer and members on the Proposer Team pursuant to this Agreement shall be considered work-made-for-hire, as that term is defined in Section 101 of Title 17 of the US Code, and the Proposal Work Product (as defined below) with the exception of Proprietary Intellectual Property (defined below) shall become the property of MDOT and the Maryland Transportation Authority, an agency of the State ("**MDTA**") without restriction or limitation on its use. Neither Proposer nor any of the members on the Proposer Team shall copyright any of the material developed under this Agreement. However, MDOT and MDTA grant the Proposer and members of the Proposer Team an irrevocable, non-exclusive, perpetual, royalty-free license to use the Proposal Work Product.
- (c) Proposer agrees that all Proposal Work Product (with the exception of Proprietary Intellectual Property) is, upon receipt by MDOT, the property of MDOT and MDTA. The term "**Proposal Work Product**" shall mean a Proposer's submittals, documents,

records, and intellectual property included in its Proposal or otherwise submitted to MDOT at any time during the RFP process (including as part of IDP).

- (d) With respect to any Proposal Work Product that incorporates Proprietary Intellectual Property, the Proposer represents and warrants that it has the right to grant MDOT and MDTA an irrevocable, non-exclusive, perpetual, sublicensable, royalty-free license to use such Proprietary Intellectual Property for the purposes specified herein. The Proposer hereby grants (on behalf of itself and each Proposer Team Member) such license to MDOT and MDTA effective upon the Proposer's acceptance of payment hereunder. The foregoing shall not be deemed a requirement for the Proposer to provide a license for off-the-shelf software or patented rights in previously existing proprietary technology to MDOT or MDTA. "**Proprietary Intellectual Property**" means (i) intellectual property that is patented or copyrighted by any member of the Proposer Team or any third party under Applicable Law or (ii) if not patented or copyrighted, intellectual property of any member of the Proposer Team or any third party that is created, held, and managed as a trade secret and protected as a trade secret under Applicable Law, or confidential proprietary information of a Proposer Team Member. Nothing in this Section 2(d) shall limit the Proposer's right to use its Proprietary Intellectual Property in any manner it chooses.
- (e) In consideration for MDOT's agreement to make payment hereunder, Proposer agrees on its behalf and on behalf of the members of the Proposer Team that MDOT and MDTA shall be entitled to use all Proposal Work Product, without any further compensation or consideration to the Proposer and any member of the Proposer Team, in connection with the RFP and any requests for BAFOs, the Phase Documents, Phase 1, any other phase and any other projects by MDOT or MDTA.
- (f) MDOT acknowledges that the use of any of the Proposal Work Product by MDOT, MDTA, or the Phase Developer is at the sole risk of MDOT, MDTA, and the Phase Developer, as applicable, and shall in no way be deemed to confer liability on the unsuccessful Proposer or any member of the Proposer Team. Further, such Proposer provides no warranty that the Proposal Work Product is adequate to be used by MDOT, MDTA, or the Phase Developer in the development of Phase 1 or any other phase, and does not represent that any of the members of the Proposer Team will be available to MDOT, MDTA, or the Phase Developer with respect to the use of the Proposal Work Product.

3. **COMPENSATION AND PAYMENT**

- (a) Compensation payable to Proposer for the Proposal Work Product described herein shall be an amount up to \$500,000 for the value of the Proposal Work Product, with certification of expenditures in that amount, if the Proposer submitted a timely and responsive Proposal in accordance with the requirements of the ITP and was not awarded the Phase P3 Agreement; or
- (b) Compensation payable to Proposer for the Proposal Work Product described herein shall be an amount up to \$500,000 for the value of the Proposal Work Product, with certification of expenditures in that amount, if the Proposer was selected as the Selected Proposer and execution of the Phase P3 Agreement was not achieved; provided that such failure is directly attributable to (i) one or more of the circumstances set forth in clauses (aa) through (jj) of Section 3.7(b)(iii)(C) (Forfeiture of Proposal Security) of the ITP and those circumstances are not caused in whole or in part by the acts, omissions,

negligence, fault, recklessness, or willful misconduct of the Selected Proposer; or (ii) MDOT's or MDTA's failure to satisfy any of the conditions set out in Article 5 (*Conditions Precedent to MDOT and MDTA Signing this Agreement*) of the Phase P3 Agreement for which MDOT or MDTA is responsible;

- (c) MDOT may pay compensation to Proposer, in an amount to be determined by MDOT, for the Proposal Work Product described herein under the following conditions:
 - (i) For any Proposer not meeting the criteria identified in Section 3(a), above:
 - (A) Any amount paid under this Section 3(c)(i) will not exceed \$500,000 for the value of the Proposal Work Product.
 - (B) Any Proposer wishing to apply for a stipend under this Section 3(c)(i) shall so notify MDOT within ten (10) days of its receipt of notification that it was not entitled to compensation under Section 3(a), above.
 - (ii) If the solicitation is cancelled prior to the Financial Proposal Due Date, Proposers will be provided the opportunity, at their option, of attending an interview and delivering to MDOT the Proposal Work Product of their Proposal preparations to date. There is no specific format required for such Proposal Work Product. If (i) a Proposer chooses to attend an interview, delivers its Proposal Work Product, and signs a modified Stipend Agreement (to be provided by MDOT), and (ii) MDOT agrees to accept such Proposal Work Product, MDOT shall pay to such Proposer an amount that MDOT deems to be appropriate consideration for the Proposal Work Product. Such amount shall not exceed \$500,000. No portion of the stipend amount will be paid in the event a Proposer chooses not to attend the interview or chooses not to deliver its Proposal Work Product.
- (d) MDOT reserves the right to audit the costs incurred by any Proposer in preparing its Proposal in order to verify the reimbursement amount payable. Should MDOT elect to audit, MDOT (or its designee) shall have access to all books, records, documents, and other evidence and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred. Failure of the Proposer or its Proposer Team Members to maintain and retain sufficient records to allow MDOT to verify all or a portion of the claim or to permit MDOT access to the books and records of the Proposer and its Proposer Team Members shall constitute a waiver of the right to be paid a reimbursement and shall bar any recovery thereunder.
- (e) If MDOT awards the Phase P3 Agreement to Proposer, neither Proposer nor a Phase Developer formed by the Proposer will be entitled to compensation hereunder except as provided in Section 3(b), above.
- (f) Any payment of compensation owing hereunder will be made within 90 days of the later to occur of: (i) receipt of a proper invoice submitted to MDOT, with certification of expenditures of the amount claimed in the invoice, under this Section 3(f), and satisfaction by the Proposer of any applicable conditions set forth in the RFP; and (ii) either MDOT and MDTA's execution of the Phase P3 Agreement with the Selected Proposer or MDOT's decision not to award. Such invoice may not be submitted until one Business Day after the earlier to occur of (i) posting of the notice of award and (ii) cancellation of the solicitation.

- (g) Proposer designates the following entity as the entity authorized to receive payment under this Agreement on behalf of the Proposer and members of the Proposer Team: Transurban (USA) Operations Inc. ("**Proposal Work Product Payment Designee**"). Payment by MDOT to the Proposal Work Product Payment Designee shall be deemed payment by MDOT to the Proposer for the purposes of this Agreement. Further, the Proposal Work Product Payment Designee must be authorized to transact business in Maryland and be in good standing with the Department of Assessments and Taxation as a condition to receiving payment under this Agreement.
- (h) Proposer shall be solely responsible for distributing and paying any portion of the payments received from MDOT under this Agreement to members of the Proposer Team, and MDOT assumes no liability with respect thereof.

4. **WAIVER**

The Proposer acknowledges and agrees that by invoicing MDOT in accordance with Article 3 (Compensation and Payment), the Proposer without further action or notice:

- (a) irrevocably waives in full all rights to protest the selection by MDOT and MDTA of a Phase Developer;
- (b) fully, unconditionally, and irrevocably releases MDOT and MDTA from any and all claims and causes of action arising out of the solicitation of Phase 1 or the selection of a Phase Developer, whether known or unknown; and
- (c) any and all claims against MDOT and MDTA for their use of all Proposal Work Product and ideas received from the Proposer.

5. **INDEMNITIES**

- (a) Subject to the limitations contained in Section 5(b), Proposer shall indemnify, protect, and hold harmless MDOT and MDTA, and any of their respective officers, employees, contractors, or consultants from all claims, costs, expenses, liabilities, demands, or suits at law or equity arising in whole or in part from the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives, or subcontractors; or breach of any of Proposer's obligations under this Agreement.
- (b) This indemnity shall not apply with respect to any claims, demands, or suits arising from use of the Proposal Work Product by MDOT and MDTA, or each entity's contractors, unless such claims, demands, or suits are a result of a breach of any of Proposer's obligations under this Agreement.

6. **COMPLIANCE WITH LAWS**

- (a) Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Applicable Laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- (b) The Proposer agrees (i) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (ii) to include a provision similar to that contained in subsection (i) in any subcontract except a subcontract for standard commercial supplies or raw materials; and (iii) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this Section 6(b).

7. **ASSIGNMENT**

Proposer shall not assign this Agreement without MDOT's prior written consent. Any assignment of this Agreement without such consent shall be null and void.

8. **MISCELLANEOUS**

- (a) Proposer and MDOT agree that Proposer, the members on the Proposer Team, and their respective employees are not agents of MDOT or MDTA as a result of this Agreement.
- (b) If Proposer is a consortium, partnership, or other form of joint venture, each member of such consortium, partnership, or other form of joint venture shall be jointly and severally liable under this Agreement.
- (c) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- (d) This Agreement, together with the RFP, as amended from time to time, the provisions of which are incorporated herein by reference, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- (e) It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Maryland, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.
- (f) If MDOT or MDTA is the prevailing party with respect to a substantial portion of its claim in any judicial proceeding to resolve a dispute between the parties arising out of or connected with this Agreement, the Proposer shall pay to MDOT or MDTA upon demand all attorneys' fees, expenses and costs, expert and consultant fees, and other costs incurred by MDOT or MDTA for or in connection with such proceeding (including all such fees, expenses, and costs on appeal).
- (g) This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- (h) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

[Signature Pages to Follow]

January 15, 2021

I-495 & I-270 P3 Office

MDOT State Highway Administration

601 N. Calvert Street

Baltimore, Maryland 21202

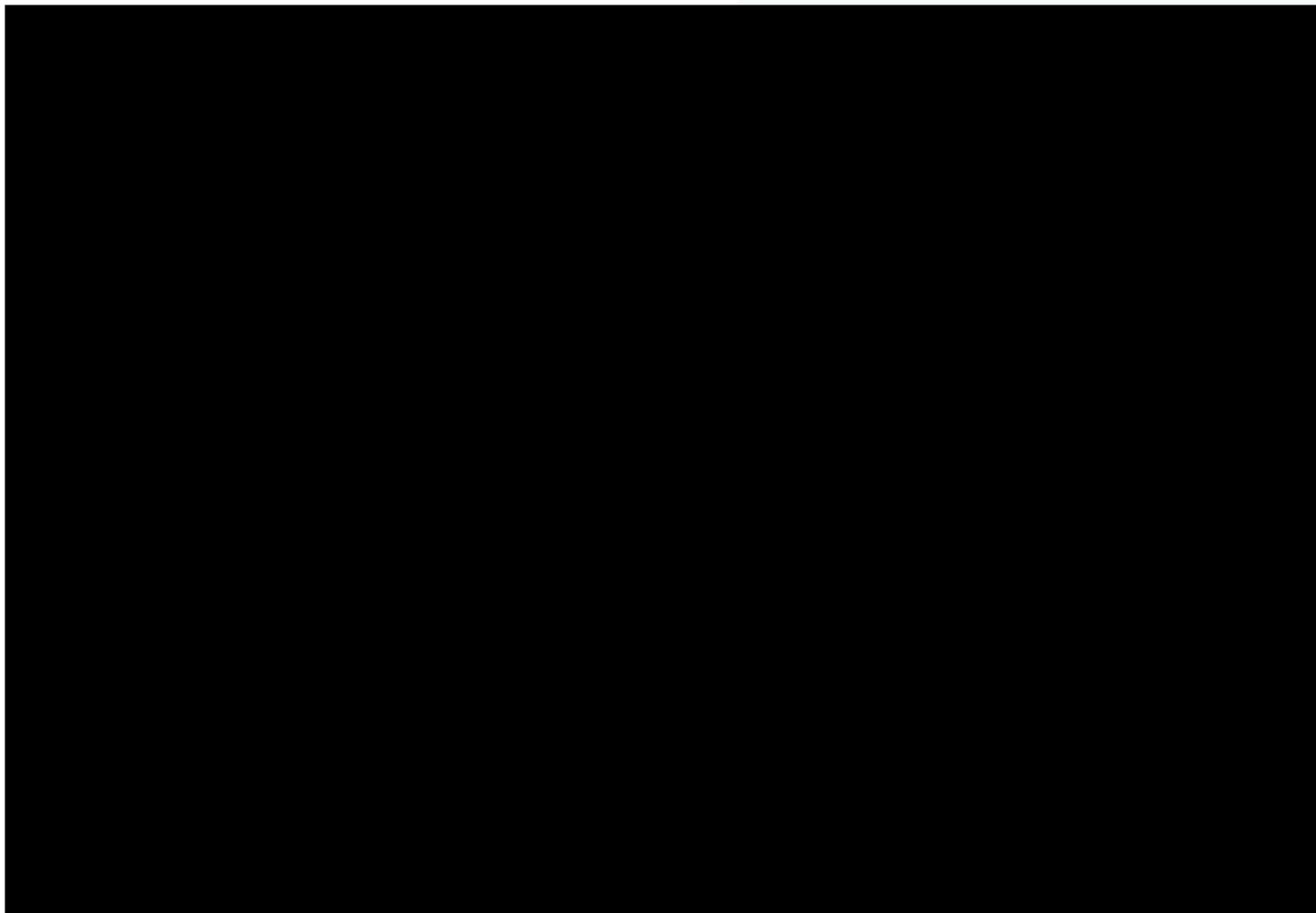
Attn: Catherine Agostino, Solicitation Manager and Jeffrey T. Folden, P.E., DBIA, Deputy
Director, I-495 & I-270 P3 Office

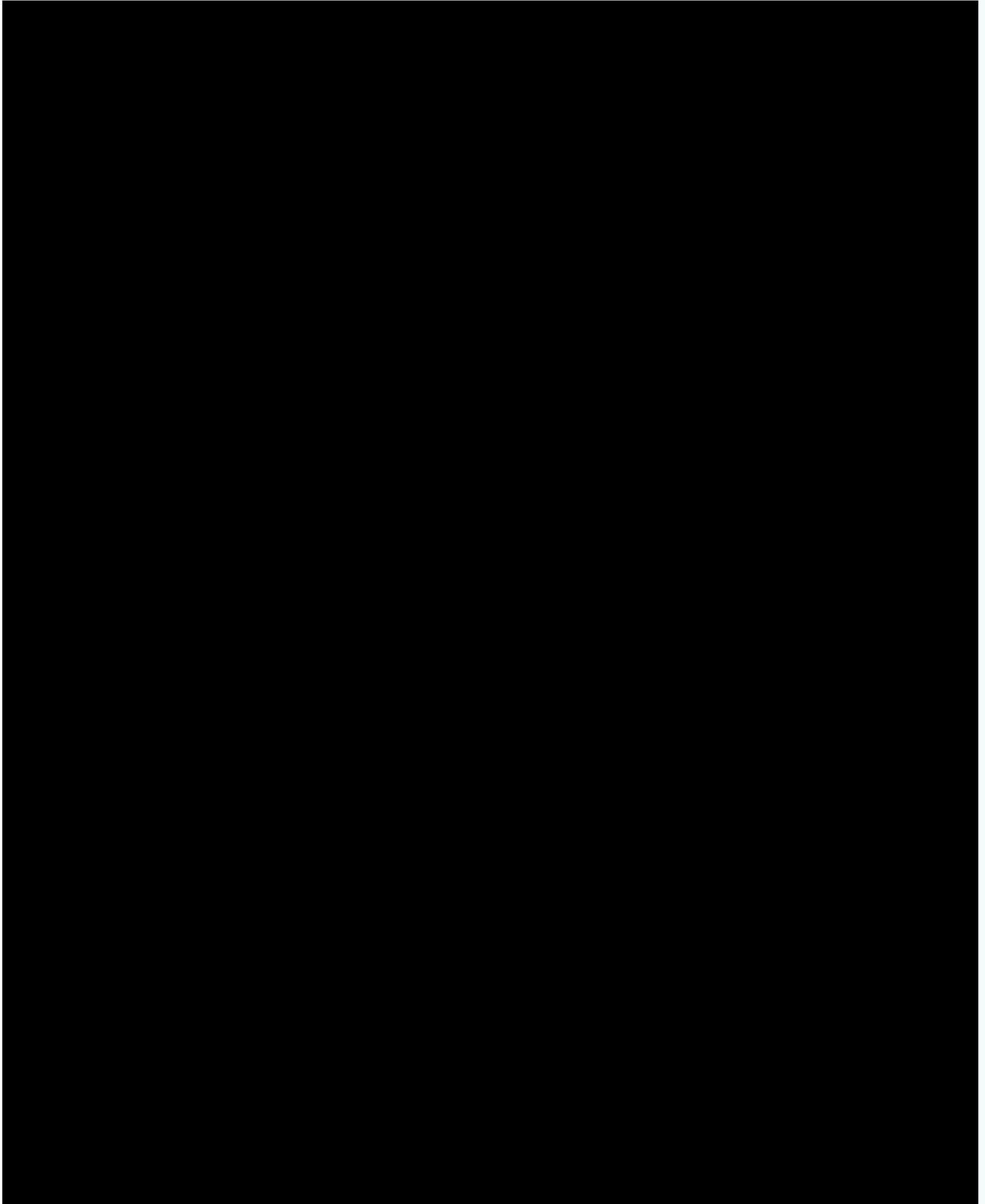
p3solicitation@mdot.maryland.gov

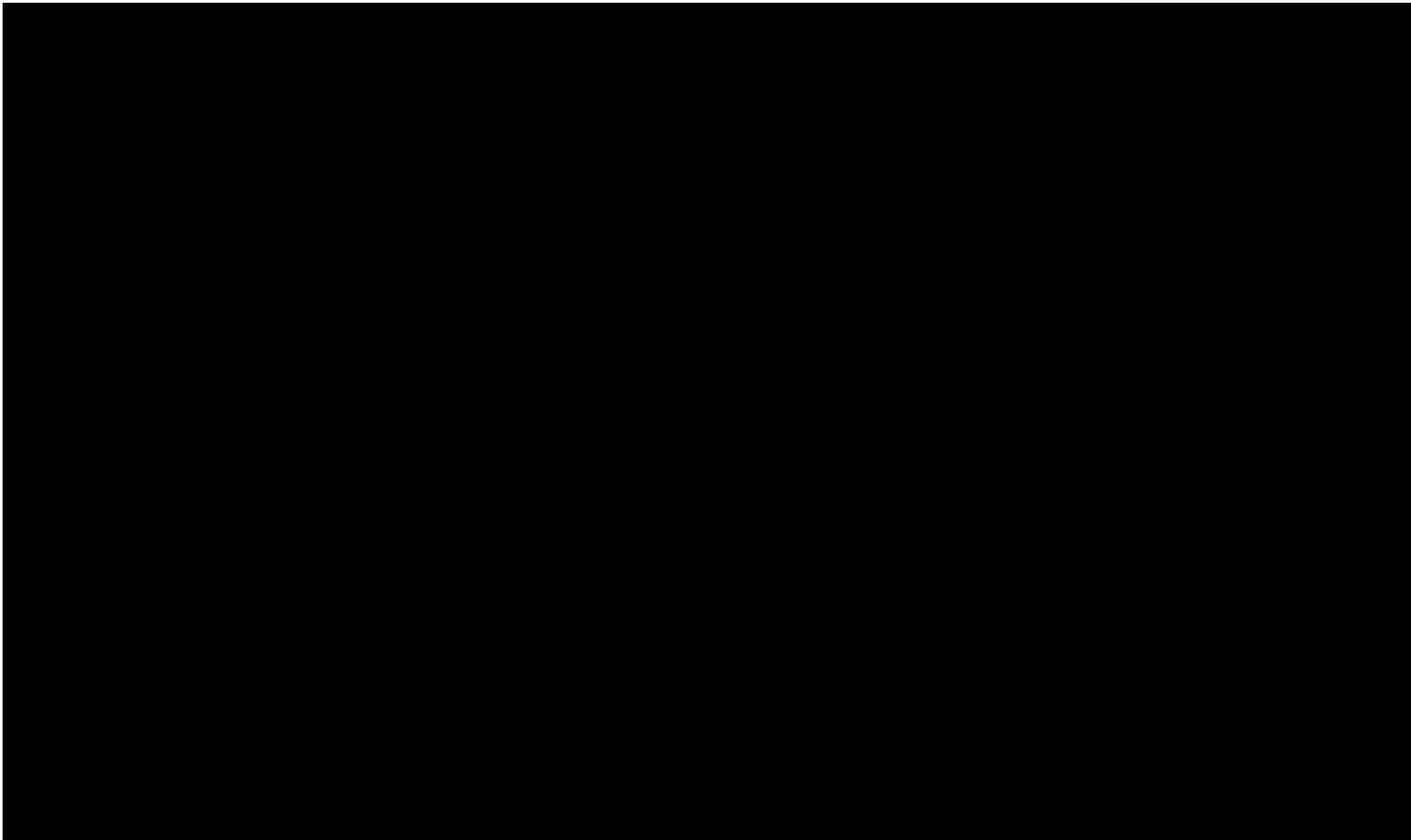
**Re: Request for Proposal for Phase 1 of the I-495 & I-270 Public-Private Partnership
Program – Financial Proposal Response to Request for Additional Information**

Dear Ms. Agostino and Mr. Folden,

Please find below Accelerate Maryland Partners LLC response to your letter dated January
13, 2020 requesting additional information.



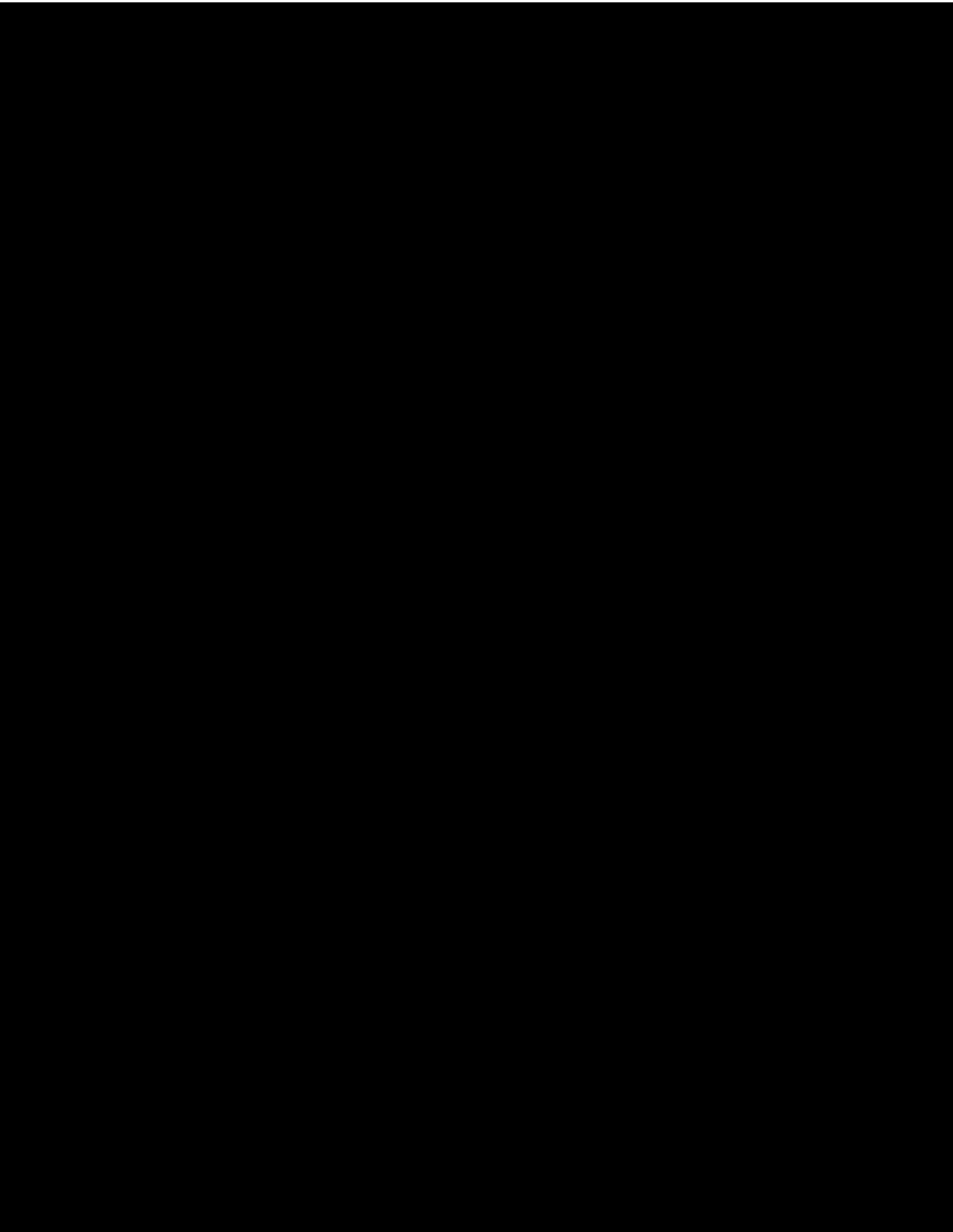




Please do not hesitate to let us know should you require any additional information on the content of this letter and clarification provided therein.

Sincerely,

**Aaron Singer, Proposer Representative
Accelerate Maryland Partners LLC**



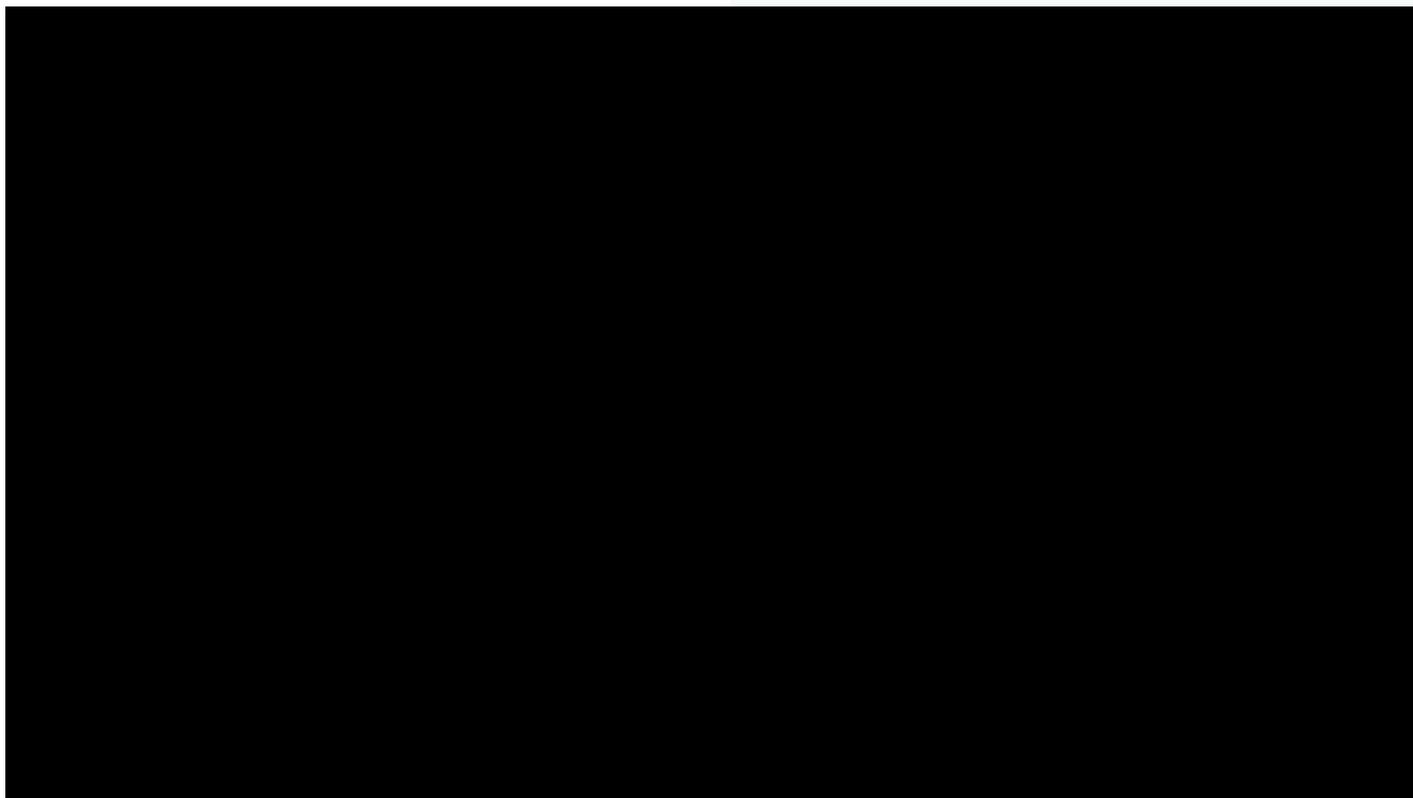
January 22, 2021

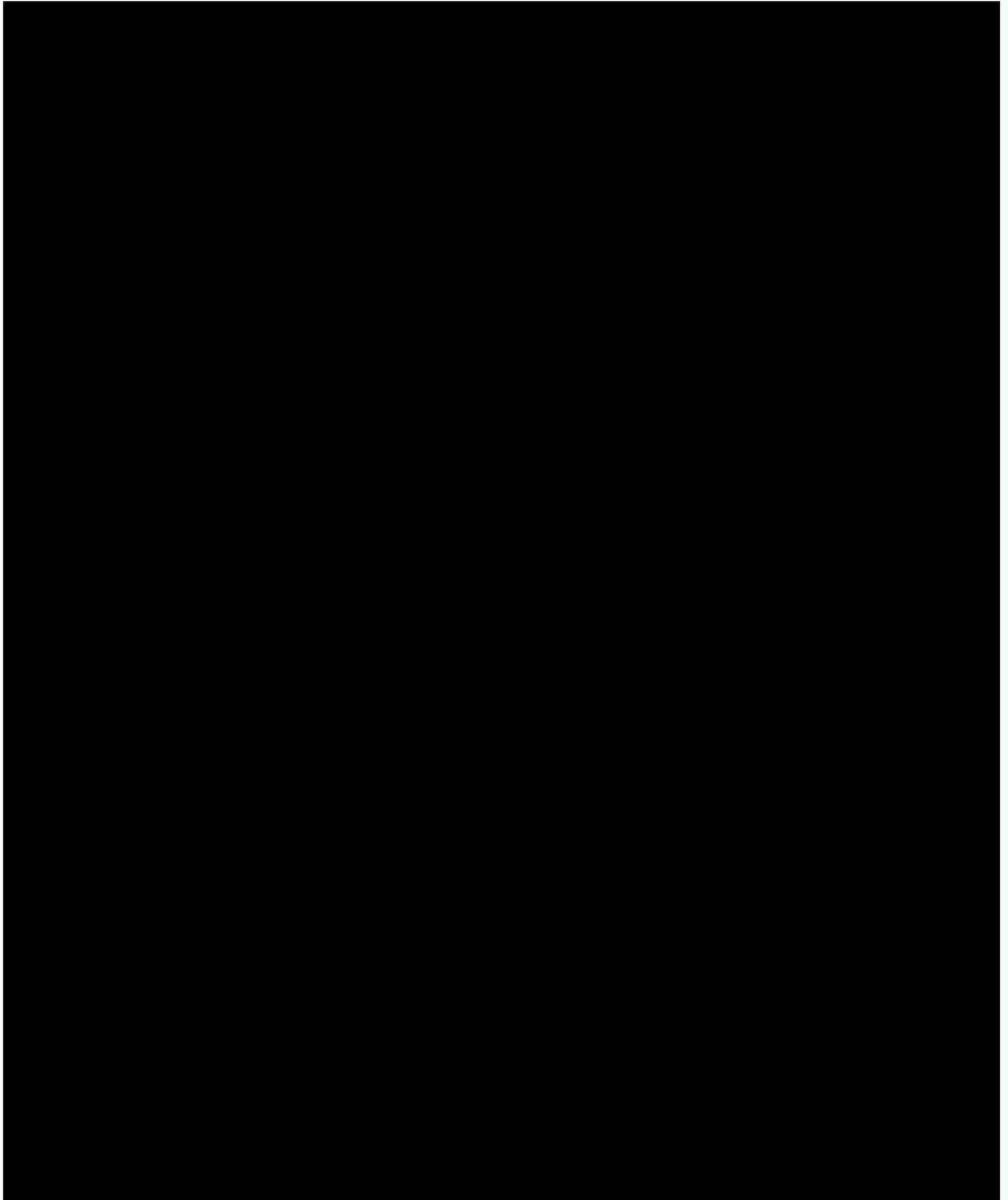
I-495 & I-270 P3 Office
MDOT State Highway Administration
601 N. Calvert Street
Baltimore, Maryland 21202
Attn: Catherine Agostino, Solicitation Manager and Jeffrey T. Folden, P.E., DBIA, Deputy
Director, I-495 & I-270 P3 Office
p3solicitation@mdot.maryland.gov

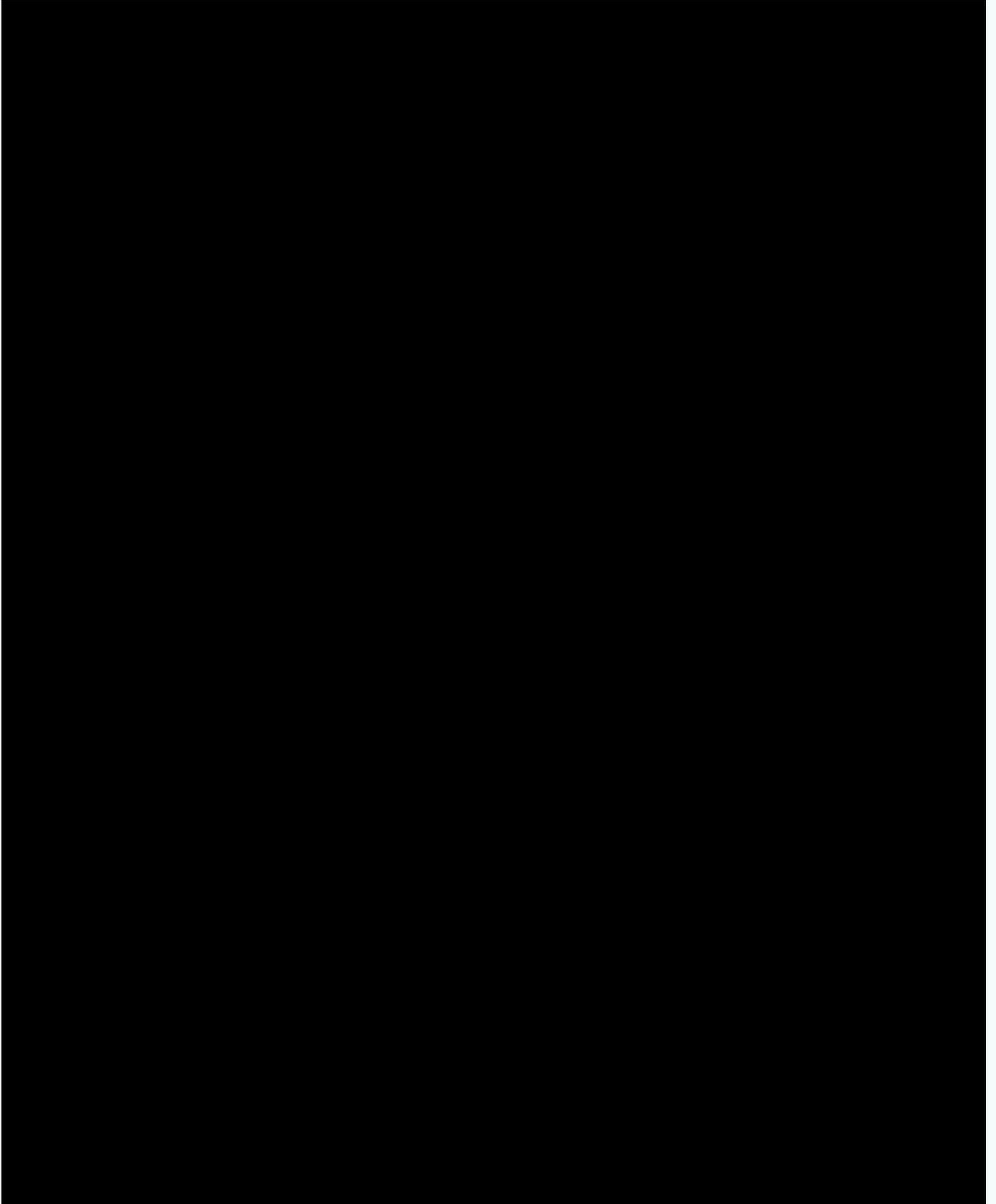
**Re: Request for Proposal for Phase 1 of the I-495 & I-270 Public-Private Partnership
Program – Financial Proposal Response to Request for Additional Information**

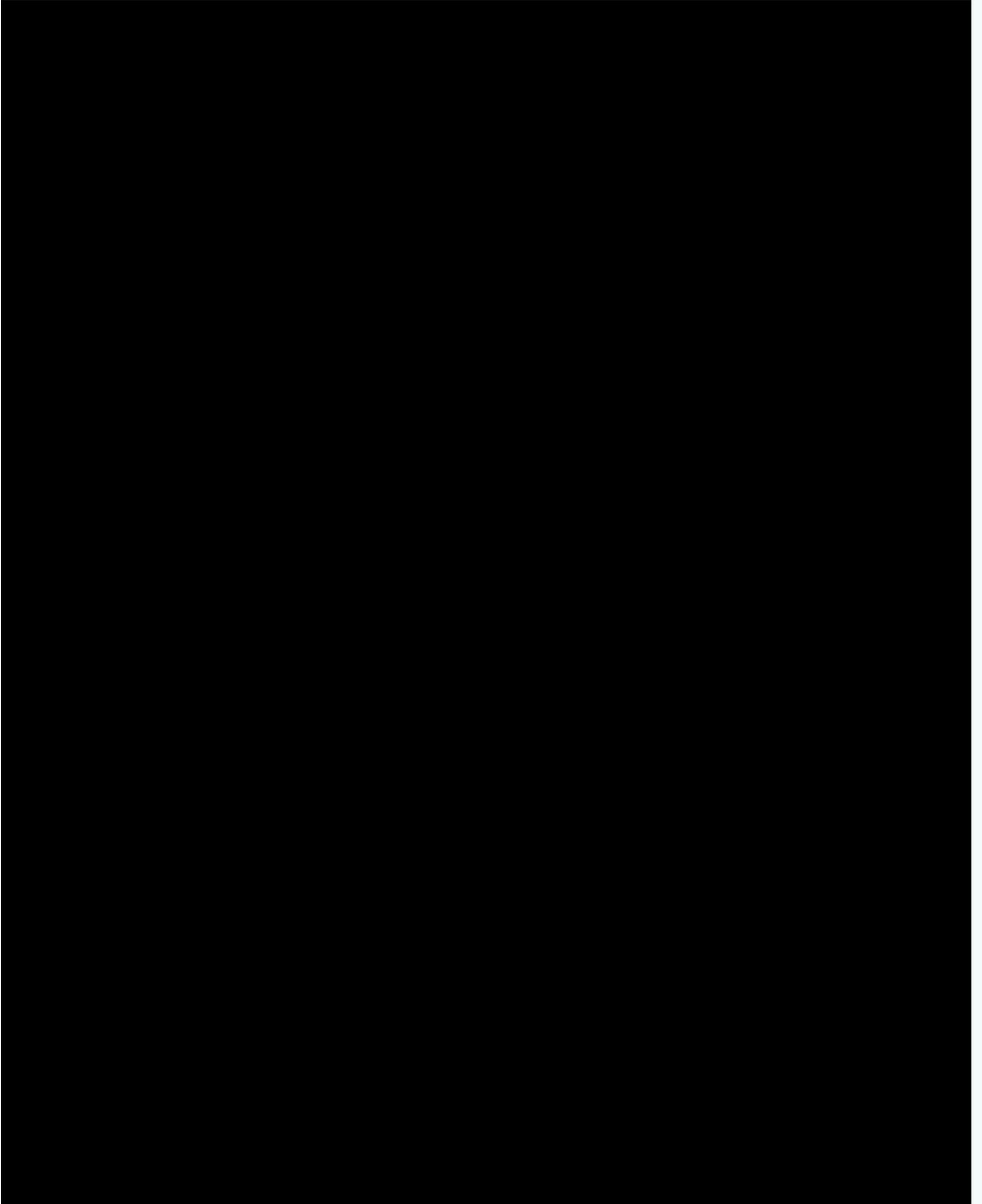
Dear Ms. Agostino and Mr. Folden,

Please find below Accelerate Maryland Partners LLC response to your letter dated January 21, 2021 requesting additional information.









Please do not hesitate to let us know should you require any additional information on the content of this letter and clarification provided therein.

Sincerely,



**Aaron Singer, Proposer Representative
Accelerate Maryland Partners LLC**

January 25, 2021

I-495 & I-270 P3 Office

MDOT State Highway Administration

601 N. Calvert Street

Baltimore, Maryland 21202

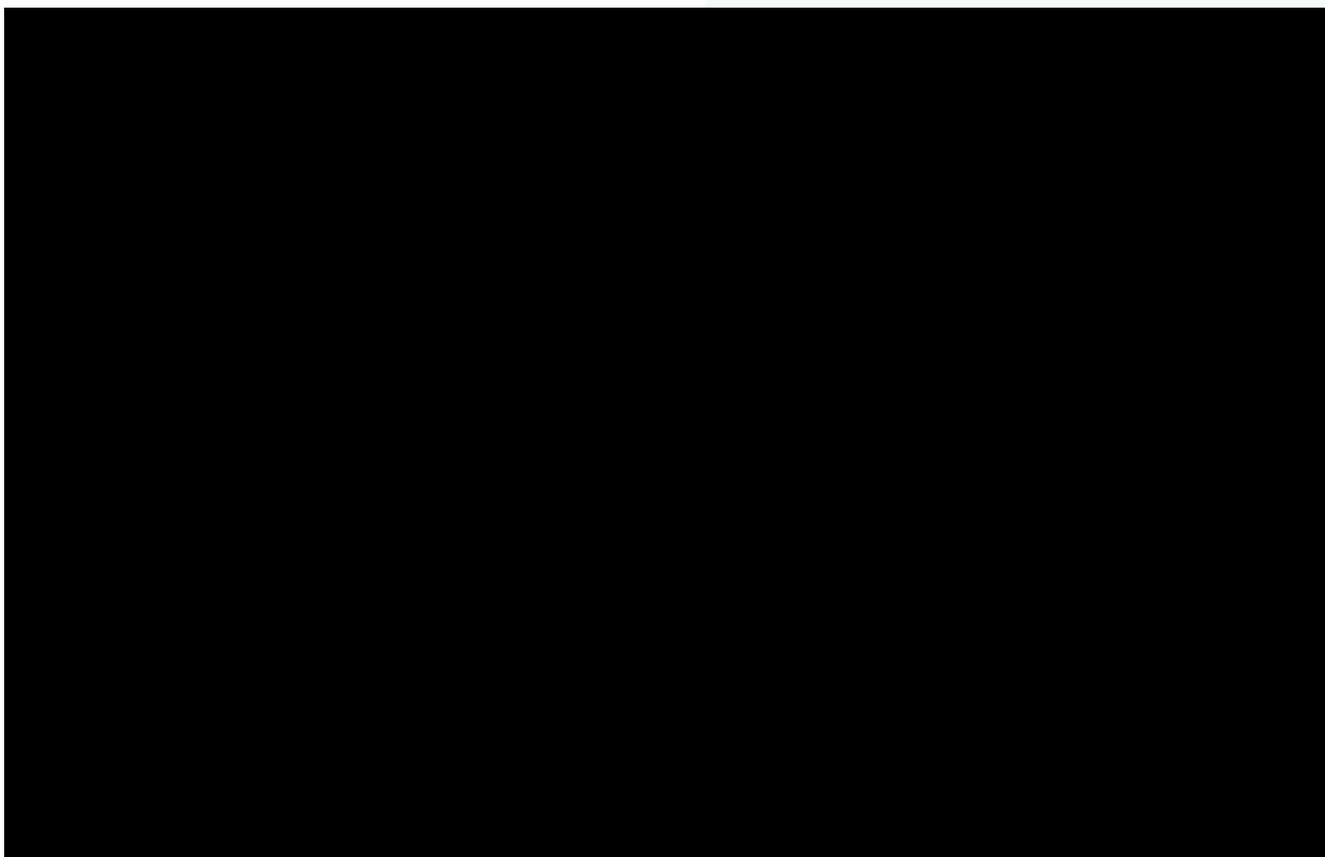
Attn: Catherine Agostino, Solicitation Manager and Jeffrey T. Folden, P.E., DBIA, Deputy Director, I-495 & I-270 P3 Office

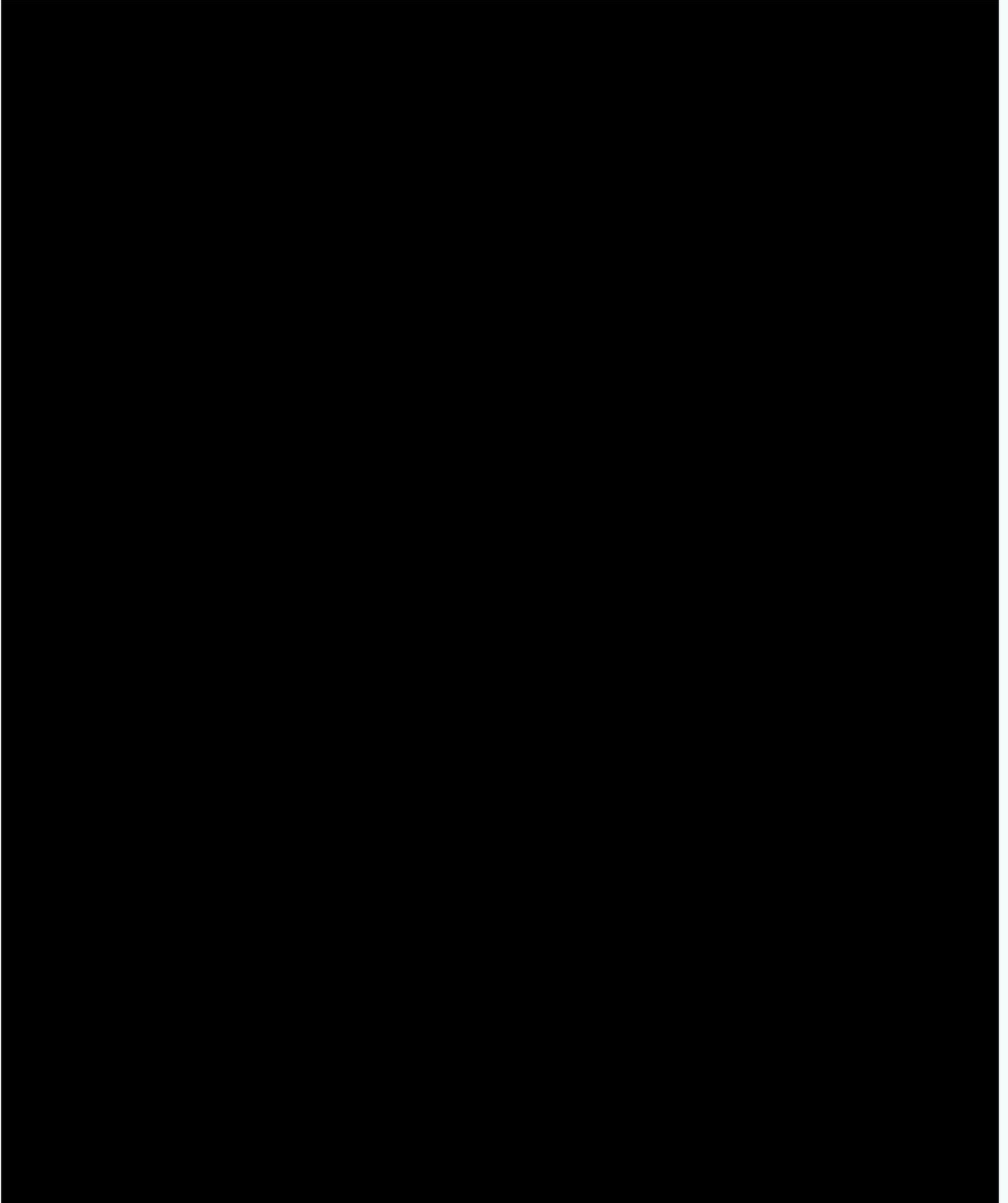
p3solicitation@mdot.maryland.gov

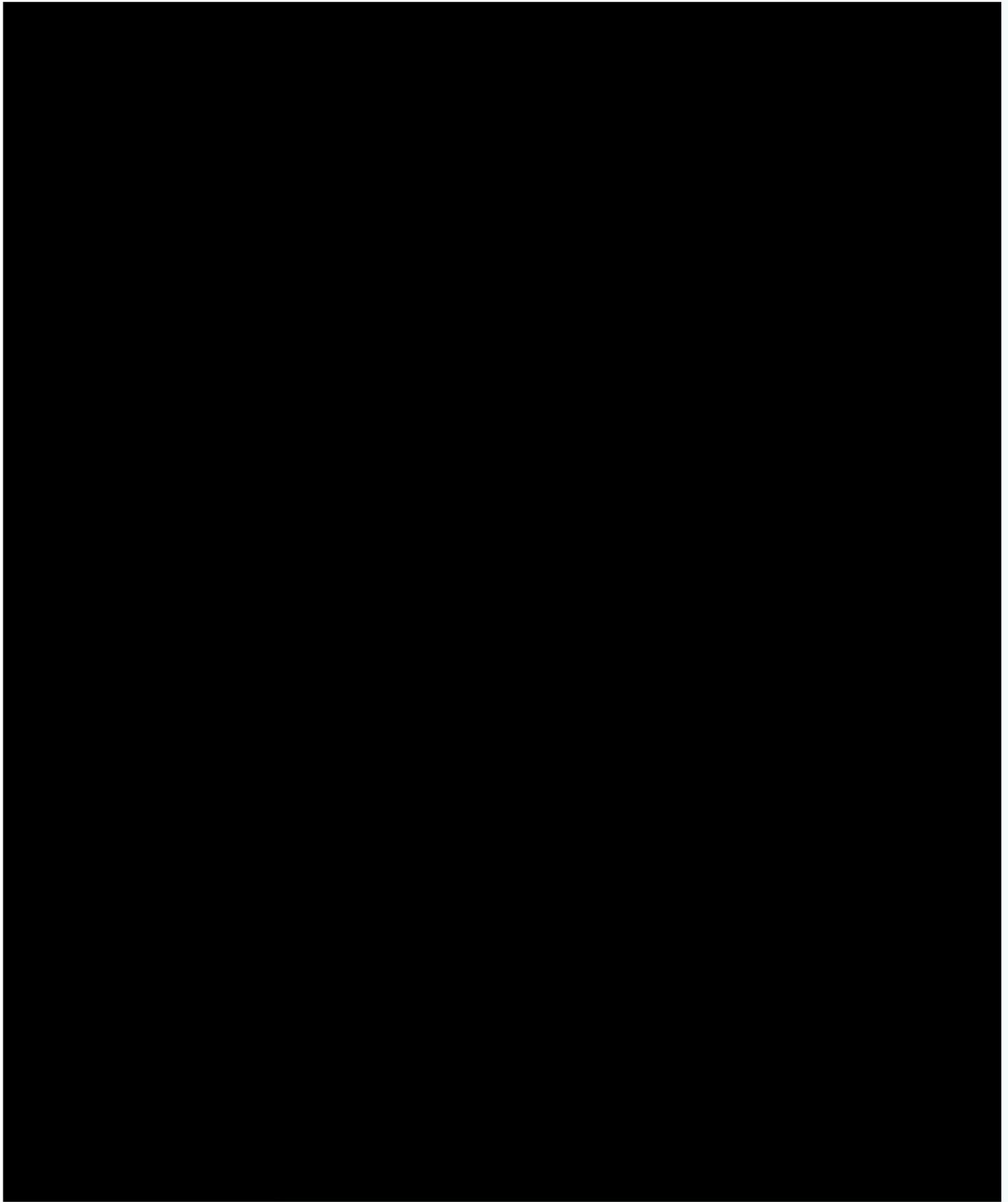
Re: Request for Proposal for Phase 1 of the I-495 & I-270 Public-Private Partnership Program – Predevelopment Work Proposal Response to January 24, 2021 Request for Additional Information

Dear Ms. Agostino and Mr. Folden,

Please find below Accelerate Maryland Partners LLC response to your letter dated January 24, 2021 requesting additional information.







Please do not hesitate to let us know should you require any additional information on the content of this letter and clarification provided therein.

Sincerely,



**Aaron Singer, Proposer Representative
Accelerate Maryland Partners LLC**

January 25, 2021

I-495 & I-270 P3 Office

MDOT State Highway Administration

601 N. Calvert Street

Baltimore, Maryland 21202

Attn: Catherine Agostino, Solicitation Manager and Jeffrey T. Folden, P.E., DBIA, Deputy Director, I-495 & I-270 P3 Office

p3solicitation@mdot.maryland.gov

Re: Request for Proposal for Phase 1 of the I-495 & I-270 Public-Private Partnership Program – Predevelopment Work Proposal Response to Request for Additional Information dated January 25, 2021

Dear Ms. Agostino and Mr. Folden,

Please find below the Accelerate Maryland Partners LLC response to your letter dated January 25, 2021 requesting additional information.

1. **Question:** In accordance with Section 3.1(g)(vi) of the Instructions to Proposers (ITP), please clarify the Disadvantaged Business Enterprise (DBE) certification number for Cool & Associates, LLC on Page 3 of Form H-4 (MDOT DBE Form B – Federally Funded Contracts DBE Participation Schedule), continuation sheets. The certification number provided (15-064) is invalid.

Response: The certification number for Cool & Associates, LLC should be 15-067, not 15-064.

Please do not hesitate to let us know should you require any additional information on the content of this letter and clarification provided therein.

Sincerely,



**Aaron Singer, Proposer Representative
Accelerate Maryland Partners LLC**

EXHIBIT 10

REQUIRED INSURANCE FOR PREDEVELOPMENT WORK

1. PHASE DEVELOPER INSURANCE

The Phase Developer shall obtain and maintain, or cause to be obtained and maintained, with the Phase Developer as a named insured (except on Professional Liability policies brought to insure a Key Participant on the Railroad protective liability policy, or with respect to Contractor Pollution Liability Insurance), the following insurances (as required) throughout the Term:

(a) **Workers' Compensation and Employer's Liability Insurance**

- (i) Workers' Compensation and Employer's Liability insurance with statutory workers' compensation (Coverage A), limits and employer's liability (Coverage B), limits of at least \$1 million bodily injury by accident for each accident, and \$1 million bodily injury by disease, for each employee and policy aggregate.
- (ii) The coverage must be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).
- (iii) MDOT must be named as an "alternate employer" on the policy for any insurances obtained or maintained under this Section 1(a).

(b) **Commercial General Liability Insurance**

- (i) Commercial General Liability insurance with limits of at least \$1 million per occurrence and \$2 million annual aggregate (with aggregate applicable on a per project basis). The coverage must include premises and operations, independent contractors, personal injury, product and completed operations, broad form contractual liability, explosion, collapse, and underground. There shall be no exclusion for work within 50 feet of a railroad.
- (ii) MDOT must be named as an additional insured on a primary, non-contributory basis for any insurances obtained or maintained under this Section 2(b).
- (iii) Commercial General Liability insurance must be in force for the Term, and include completed operations coverage for a period of at least five years thereafter.

(c) **Automobile Liability Insurance**

- (i) Automobile liability insurance with a limit of at least \$1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles.
- (ii) MDOT must be named as an additional insured on a primary, non-contributory basis for any insurances obtained or maintained under this Section 2(c).

(d) **Umbrella/Excess Liability Insurance**

- (i) Umbrella / excess liability insurance in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$10 million per occurrence and in the aggregate.

- (ii) MDOT must be named as an additional insured on a primary, non-contributory basis for any insurances obtained or maintained under this Section 2(d).

(e) **Professional Liability Insurance**

- (i) The Phase Developer shall ensure that any Key Participant providing professional services, including "architectural services", "engineering services", and "construction related services" (as defined in §11-101 of the State Finance and Procurement Article of the Annotated Code of Maryland) during the Term obtains and maintains professional liability insurance for liability for any acts, errors, or omissions arising in connection with the Predevelopment Work. Such coverage may be written on a claims-made basis and be evidenced utilizing so-called 'practice' policies and shall have a minimum limit of \$15 million per claim and in the aggregate.
- (ii) The Professional Liability Insurance required under this Section 1(e) must be maintained for a period of five years after the later of:
 - (A) Financial Close of the last Section P3 Agreement of the Phase; or
 - (B) completion of all professional services of the Key Participant.

(f) **Railroad Protective Liability Insurance**

- (i) If the Phase Developer, or any party undertaking work on behalf of the Phase Developer, is undertaking any work within 50 feet of a railroad, the Phase Developer shall procure and keep in force, or cause to be procured and kept in force, prior to performing any work, railroad protective liability insurance policy with limits and coverage terms and conditions as required by the railroad operator.
- (ii) The railroad operator shall be the named insured on any Railroad Protective Liability Insurance policy under this Section 1(f). The Phase Developer shall submit a copy of the Railroad Protective Liability insurance policy to MDOT prior to entering any railroad property.

(g) **Contractor's Pollution Liability Insurance**

- (i) The Phase Developer shall procure, or in the alternative, ensure that any Contractor undertaking subsurface investigation to procure, Contractor's Pollution Liability Insurance to indemnify for bodily injury, property damage, clean up and remediation costs, and other amounts which the Phase Developer or any of its subcontractors and their employees or agents, are legally obligated to pay arising out of such activities.
- (ii) Contractor Pollution Liability Insurance shall cover any drilling, test borings, or excavation, and shall include transit and disposal at sites that are not owned by MDOT.
- (iii) The Contractor Pollution Liability Insurance policy does not need to be project specific. The policy must have a minimum limit of \$1 million for any one claim and in the aggregate. Coverage shall include the Phase Developer (if not the named insured), MDOT and MDOT-Related Entities as additional insureds, and shall remain in full force and effect for the period of the subsurface activities and three years thereafter.

All Insurance Policies must insure against certified acts of terrorism regardless of whether the Terrorism Risk Insurance Act is amended or subsequently suspended.

Any limit requirements may be met through a combination of primary and excess (umbrella) insurance policies.

2. **CONTRACTOR INSURANCE**

The Phase Developer shall ensure that any Contractor or consultant performing services under this Agreement carry, as appropriate, the following insurances. Such coverages need not be project-specific.

(a) **Workers' Compensation and Employer's Liability Insurance**

- (i) Workers' Compensation and Employer's Liability insurance with statutory workers' compensation (Coverage A), limits and employer's liability (Coverage B), limits of at least \$500,000 bodily injury by accident for each accident, and \$500,000 bodily injury by disease, for each employee.
- (ii) The Workers' Compensation and Employer's Liability insurance must be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. §30104).

(b) **Commercial General Liability Insurance**

- (i) Subject to Section 2(b)(iv), Commercial General Liability insurance with limits of at least \$1 million per occurrence and \$1 million annual aggregate (with aggregate applicable on a per project basis). Coverage must include premises and operations, independent contractors, personal injury, product and completed operations, broad form contractual liability, explosion, collapse, and underground.
- (ii) MDOT and the Phase Developer must be included as additional insureds on a primary, non-contributory basis for any insurance obtained or maintained under this Section 2(b).
- (iii) The Commercial General Liability insurance must be maintained for the period of any work under this Agreement plus three years of completed operations coverage after all work is complete.
- (iv) At any time, and only for so long as, the aggregate price for all work and services provided by a Contractor or consultant under all its then existing or current Contracts is less than \$250,000, each reference to \$1 million in Section 2(b)(i) will be deemed to be replaced with \$500,000 with respect to that Contractor or consultant.

(c) **Automobile Liability Insurance**

- (i) Automobile liability insurance with a limit of at least \$500,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles.
- (ii) MDOT and the Phase Developer must be included as additional insureds on a primary, non-contributory basis for any insurance obtained or maintained under this Section 2(c).

(d) **Professional Liability Insurance**

- (i) The Phase Developer shall ensure that any Contractor or consultant providing professional services, including "architectural services", "engineering services", and "construction related services" (as defined in §11-101 of the State Finance and Procurement Article of the Annotated Code of Maryland) during the Term obtains and maintains professional liability insurance for any liability for acts, errors, or omissions arising in connection with the Predevelopment Work.
- (ii) The professional liability insurance may be written on a claims-made basis and be evidenced utilizing so-called 'practice' policies.
- (iii) Subject to Section 2(d)(iv), the professional liability insurance shall have a minimum limit of \$1 million for any one claim and in the aggregate.
- (iv) At any time, and only for so long as, the aggregate price for all work and services provided by a Contractor or consultant under all its then existing or current Contracts is less than \$250,000, each reference to \$1 million in Section 2(d)(iii) will be deemed to be replaced with \$500,000 with respect to that Contractor or consultant.
- (v) The professional liability insurance must be in force for any period during which professional services are being provided and include an extended reporting period or continuation of coverage for a period of three years thereafter.

(e) **Other Insurances**

- (i) If any activities during the Term involve marine operations, the Phase Developer shall require the applicable Contractor to obtain and maintain Marine Protection and Indemnity insurance. The Marine Protection and Indemnity insurance must provide protection and indemnity coverage with respect to bodily injury or property damage arising from marine operations, including:
 - (A) damage to piers, wharves, or other fixed or movable structures; and
 - (B) loss or damage to any other vessel, craft, or property on such other vessel or craft.
- (ii) The Marine Protection and Indemnity insurance must have a minimum limit of \$1 million in the aggregate.
- (iii) MDOT and the Phase Developer must be included as additional insureds on a primary, non-contributory basis for any insurances obtained or maintained under this Section 2(e).

EXHIBIT 11

KEY PERSONNEL FOR PREDEVELOPMENT WORK

Position title	Primary functions/duties	Period during which position is to be filled	Minimum qualifications and experience	Name of initial individual
Phase Developer Project Manager	The Phase Developer Project Manager is the individual who has full responsibility for the execution of the Predevelopment Work on behalf of the Phase Developer.	Term	<p>The Phase Developer Project Manager must possess the following minimum qualifications:</p> <ul style="list-style-type: none"> (a) served in a developer's project manager, owner's project manager, or equivalent commercially responsible role on: <ul style="list-style-type: none"> (i) the development, construction, or operations of at least one design-build or P3 highway project with a capital design and construction cost of more than \$250 million. Experience on a P3 project with a concession term of 15 or more years is preferred; and (ii) at least one urban highway project with direct experience or executive oversight for its development, design, or construction; or operations of a tolled highway facility (or lanes of a highway); (b) at least ten years of progressively responsible, successful experience leading to significant, commercially responsible roles achieving the integration of highway project development, design, construction, operation, and maintenance disciplines for the development and delivery of P3 projects; and (c) demonstrated, successful experience working with relevant stakeholders, which may include coordination with 	Tim Steinhilber

Position title	Primary functions/duties	Period during which position is to be filled	Minimum qualifications and experience	Name of initial individual
			<p>community leaders, impacted jurisdictions and property owners, and elected officials.</p> <p>Relevant experience for items (i) and (ii) above shall include design-build, P3, and tolled highway facilities completed after 2000.</p>	
Construction Project Manager	The Construction Project Manager shall serve as the primary point of contact for all communication between the Phase Developer and the Lead Contractor.	Term	<p>The Construction Project Manager must possess the following minimum qualifications:</p> <p>(a) served in a construction project manager role on:</p> <p>(i) at least two highway design-build projects or P3 projects with a capital design and construction cost of more than \$250 million, one of which was developed in the last five years; and</p> <p>(ii) the management and oversight of at least one urban highway project managing the construction of a highway facility or other large transportation infrastructure project;</p> <p>(b) demonstrated, successful experience working with relevant stakeholders, which may include coordination with community leaders, impacted jurisdictions and property owners, and elected officials; and</p> <p>(c) at least ten years of progressively responsible, successful experience leading the construction activities related to the integration of highway project development, design, construction, operation, and maintenance disciplines for</p>	Kevin Ginnerty

Position title	Primary functions/duties	Period during which position is to be filled	Minimum qualifications and experience	Name of initial individual
			the development and alternative delivery, including P3 or design-build projects.	
Design Project Manager	The Design Project Manager shall serve as the primary point of contact for all communication between the Phase Developer and the Designer.	Term	<p>The Design Project Manager must possess the following minimum qualifications:</p> <ul style="list-style-type: none"> (a) served in a design project management role on: <ul style="list-style-type: none"> (i) at least two highway design-build projects or P3 projects with a capital design and construction cost of more than \$250 million, one of which was developed in the last five years; and (ii) the management and oversight of all design elements related to at least one urban highway project managing the design of a highway facility or other major transportation development project; (b) demonstrated, successful experience working with relevant stakeholders, which may include coordination with community leaders, impacted jurisdictions and property owners, and elected officials; (c) at least ten years of progressively responsible, successful experience leading the design activities related to the integration of highway project development, design, construction, operation and maintenance disciplines for the development and alternative delivery, including P3 or design-build projects; (d) a bachelor's degree in science; and 	Robert Kerns

Position title	Primary functions/duties	Period during which position is to be filled	Minimum qualifications and experience	Name of initial individual
			(e) registered as a professional engineer in the State and Commonwealth of Virginia.	
Lead Finance Manager	The Lead Finance Manager is the individual with full responsibility for coordinating the Predevelopment Work associated with securing debt and equity investments for each Section P3 Agreement.	Term	<p>The Lead Finance Manager must have demonstrated ability and experience:</p> <ul style="list-style-type: none"> (a) successfully structuring financing for a developer of comparable projects including TIFIA, PABs, and other comparable debt; (b) successfully securing equity commitments for comparable projects; and (c) successfully working with credit rating agencies to obtain investment-grade credit ratings for comparable projects. 	Sandeep Gopalan

EXHIBIT 12

CONTRACT AFFIDAVIT

[Separate forms to be completed for the Phase Developer and each PD Equity Member]

1. AUTHORITY

I HEREBY AFFIRM THAT:

I, [●] (print name), of the *[Phase Developer/ PD Equity Member]* possess the legal authority to make this Affidavit on behalf of the *[Phase Developer/ PD Equity Member]*.

2. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

(a) I FURTHER AFFIRM THAT the *[Phase Developer/ PD Equity Member]* is a (check applicable box):

- (i) Corporation — domestic or foreign;
- (ii) Limited Liability Company — domestic or foreign;
- (iii) Partnership — domestic or foreign;
- (iv) Statutory Trust — domestic or foreign;
- (v) Sole Proprietorship,

and is registered or qualified as required under Maryland Law.

(b) I FURTHER AFFIRM THAT the *[Phase Developer/ PD Equity Member]*:

- (i) is in good standing in the State of Maryland and the Commonwealth of Virginia, and (if applicable) in the jurisdiction where it is presently organized; and
- (ii) has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (if applicable) filed with the Maryland State Department of Assessments and Taxation is:

Name and Department ID Number: [●]

Address: [●]

and if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that the true name and address of the principal or owner is:

Name and Department ID Number: [●]

Address: [●]

3. **FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the *[Phase Developer/ PD Equity Member]* will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

4. **POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the *[Phase Developer/ PD Equity Member]* will comply with §14-101 to §14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

5. **DRUG AND ALCOHOL FREE WORKPLACE**

I CERTIFY THAT:

- (a) terms defined in COMAR §21.11.08 shall have the same meanings when used in this certification; and
- (b) the *[Phase Developer / PD Equity Member]* shall:
 - (i) maintain a workplace free of drug and alcohol abuse during the Term;
 - (ii) publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (iii) prohibit its employees from working under the influence of drugs or alcohol;
 - (iv) not hire or assign to work on the contract anyone who the *[Phase Developer/ PD Equity Member]* knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (v) promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the *[Phase Developer / PD Equity Member]* has observed the violation or otherwise has reliable information that a violation has occurred;

- (vi) establish drug and alcohol abuse awareness programs to inform its employees about:
 - (A) the dangers of drug and alcohol abuse in the workplace;
 - (B) the [*Phase Developer / PD Equity Member's*] policy of maintaining a drug and alcohol free workplace;
 - (C) any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (D) the penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (vii) provide all employees engaged in the performance of the contract with a copy of the statement required by Section 5(b)(ii), above;
- (viii) notify its employees in the statement required by Section 5(b)(ii), above, that as a condition of continued employment on the contract, the employee shall:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five days after a conviction;
- (ix) notify MDOT within 10 days after receiving notice under Section 5(b)(viii)(B), above, or otherwise receiving actual notice of a conviction;
- (x) within 30 days after receiving notice under Section 5(b)(viii)(B), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (A) take appropriate personnel action against an employee, up to and including termination; or
 - (B) require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (xi) make a good faith effort to maintain a drug and alcohol free workplace through the implementation of Section 5(b)(i) to Section 5(b)(x), above.

If the [*PD Equity Member*] is an individual, the individual shall certify and agree as set forth below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

I acknowledge and agree that:

- (a) the award of the Agreement is conditional upon compliance with COMAR §21.11.08 and this certification;
- (b) the violation of the provisions of COMAR §21.11.08 or this certification shall be cause to suspend payments under, or terminate the Agreement for default; and

- (c) the violation of the provisions of COMAR §21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR §21.08.03.

6. **CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in the Proposal Affidavit that was attached to the Phase Developer's Proposal, a true and correct copy of which is attached to this affidavit, remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth in this affidavit.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: [●]

By: [●] (printed name of Authorized Representative and Affiant)

[●] (signature of Authorized Representative and Affiant)

EXHIBIT 13

FORM OF PERFORMANCE SECURITY FOR PREDEVELOPMENT WORK

ISSUER: [●]

PLACE FOR PRESENTATION OF DRAFT IN PROGRESS: (Name and Address of Bank/Branch—MUST be CITY OF NEW YORK, NEW YORK or BALTIMORE, MARYLAND Bank/Branch)

APPLICANT: [●]

BENEFICIARY: THE MARYLAND DEPARTMENT OF TRANSPORTATION
7201 Corporate Center Drive, Hanover, Maryland 21076

LETTER OF CREDIT NUMBER: [●]

PLACE AND DATE OF ISSUE: [●]

AMOUNT: \$[●]

Issuer hereby issues this Irrevocable Standby Letter of Credit (this "**Letter of Credit**") in favor of the Maryland Department of Transportation for any sum or sums up to [●] **United States Dollars (\$●)** pursuant to the Phase P3 Agreement (each amount, the "**Stated Amount**"), available by draft at sight drawn on Issuer.

Any draft under this Letter of Credit shall:

- (a) identify this Letter of Credit by the name of Issuer, the Letter of Credit number, amount, and place and date of issue; and
- (b) be accompanied by a certificate, executed by an authorized signatory of the Beneficiary, stating that the person signing the certificate is an authorized signatory of the Beneficiary.

This Letter of Credit shall be honored by Issuer if presented at [*CITY OF NEW YORK, NEW YORK or BALTIMORE, MARYLAND Bank/Branch—Name & Address*] on or before the "Expiration Date" (defined below).

The obligations of Issuer under this Letter of Credit are primary obligations to Beneficiary and shall not be affected by the performance or non-performance by [*Name of Applicant*] under any agreement with Beneficiary or by any bankruptcy, insolvency, or other similar proceeding initiated by or against [*Name of Applicant*].

[*Name of Applicant*] is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw on this Letter of Credit.

The "**Expiration Date**" of this Letter of Credit shall mean the date which is the earlier of:

- (a) close of business on [●] (the "**Stated Expiry Date**") or such subsequent date which the expiration of this Letter of Credit may be extended in accordance with the terms of this Letter of Credit; or

- (b) the date on which the Beneficiary delivers a notice of termination of this Letter of Credit to the bank.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for successive one year periods from the Stated Expiry Date, unless at least 60 days prior to the then effective expiration date we send notice to the Beneficiary by certified mail, return receipt requested, or courier mail that we elect not to extend the expiry date of this Letter of Credit for an additional one year period.

This Letter of Credit may not be transferred by Beneficiary to any other person. Drawings by facsimile to facsimile number [●] are acceptable (each such drawing, a "**Fax Drawing**") provided, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number [●]. Issuer will acknowledge Beneficiary's presentment by email to the email address provided to Issuer in the Fax Drawing.

To the extent not inconsistent with the express provisions of this Letter of Credit, this Letter of Credit is subject to the rules of the International Standby Practices ISP98 ("**ISP98**"), as interpreted under the laws of the State of Maryland, and shall, as to matters not governed by the ISP98, be governed and construed in accordance with the laws of the State of Maryland, without regard to principles of conflicts of law.

With respect to any suit, action, or proceeding relating to this Letter of Credit ("**Proceedings**"), we irrevocably:

- (a) submit to the exclusive jurisdiction of any court of Maryland and any federal courts in Baltimore, Maryland; and
- (b) waive any objection which we may have at any time to the laying of venue of any Proceedings brought in any such court, waive any claim that such Proceedings have been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over us.

Issuer:

By:

Name: [●]

Title: [●]

(Authorized Signatory of Issuer)

Please instruct your Bank to have the Letter of Credit issued in the above format in "Draft" form and fax to [●] for approval **PRIOR** to issuance in "Original" form or email a Word file to [●]. **If the draft is not reviewed in advance, the Letter of Credit can be rejected.**

EXHIBIT 14

FORM OF DEVELOPMENT RIGHTS FEE SECURITY

ISSUER: [●]

PLACE FOR PRESENTATION OF DRAFT IN PROGRESS: (Name and Address of Bank/Branch—MUST be CITY OF NEW YORK, NEW YORK or BALTIMORE, MARYLAND Bank/Branch)

APPLICANT: [●]

BENEFICIARIES: [Trustee]

And/or

THE MARYLAND DEPARTMENT OF TRANSPORTATION

7201 Corporate Center Drive, Hanover, Maryland 21076

LETTER OF CREDIT NUMBER: [●]

PLACE AND DATE OF ISSUE: [●]

AMOUNT: \$[●]

Issuer hereby issues this Irrevocable Standby Letter of Credit (this "**Letter of Credit**") in favor of the [Trustee] and the Maryland Department of Transportation ("**MDOT**") for any sum or sums up to [●] **United States Dollars (\$●)** pursuant to the Phase P3 Agreement (each amount, the "**Stated Amount**"), available by draft at sight drawn on Issuer.

Any draft under this Letter of Credit shall:

- (a) identify this Letter of Credit by the name of Issuer, the Letter of Credit number, amount, and place and date of issue; and
- (b) be accompanied by a certificate, executed by an authorized signatory of either of the Beneficiaries, stating that the person signing the certificate is an authorized signatory of the applicable Beneficiary.

This Letter of Credit shall be honored by Issuer if presented at [CITY OF NEW YORK, NEW YORK or BALTIMORE, MARYLAND Bank/Branch—Name & Address] on or before the "Expiration Date" (defined below).

Any one Beneficiary acting individually, or both Beneficiaries acting together may draw on this Letter of Credit, in full or in part, and any action taken by one of the Beneficiaries hereunder shall bind each of them. The obligations of Issuer under this Letter of Credit are primary obligations to the Beneficiaries and shall not be affected by the performance or non-performance by [Name of Applicant] under any agreement with either Beneficiary or by any bankruptcy, insolvency, or other similar proceeding initiated by or against [Name of Applicant].

[Name of Applicant] is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw on this Letter of Credit.

The "**Expiration Date**" of this Letter of Credit shall mean the date which is the earlier of:

- (a) close of business on [●] (the "**Stated Expiry Date**") or such subsequent date which the expiration of this Letter of Credit may be extended in accordance with the terms of this Letter of Credit; or
- (b) the date on which either Beneficiary delivers a notice of termination of this Letter of Credit to the bank.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for successive one year periods from the Stated Expiry Date, unless at least 60 days prior to the then effective expiration date we send notice to MDOT by certified mail, return receipt requested, or courier mail that we elect not to extend the expiry date of this Letter of Credit for an additional one year period.

This Letter of Credit may not be transferred by either Beneficiary to any other person. Drawings by facsimile to facsimile number [●] are acceptable (each such drawing, a "**Fax Drawing**") provided, that a Fax Drawing will not be effectively presented until the Beneficiary that submitted the drawing confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number [●]. Issuer will acknowledge Beneficiary's presentment by email to the email address provided to Issuer in the Fax Drawing.

To the extent not inconsistent with the express provisions of this Letter of Credit, this Letter of Credit is subject to the rules of the International Standby Practices ISP98 ("**ISP98**"), as interpreted under the laws of the State of Maryland, and shall, as to matters not governed by the ISP98, be governed and construed in accordance with the laws of the State of Maryland, without regard to principles of conflicts of law.

With respect to any suit, action, or proceeding relating to this Letter of Credit ("**Proceedings**"), we irrevocably:

- (a) submit to the exclusive jurisdiction of any court of Maryland and any federal courts in Baltimore, Maryland; and
- (b) waive any objection which we may have at any time to the laying of venue of any Proceedings brought in any such court, waive any claim that such Proceedings have been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over us.

Issuer:

By:

Name: [●]

Title: [●]

(Authorized Signatory of Issuer)

Please instruct your Bank to have the Letter of Credit issued in the above format in "Draft" form and fax to [●] for approval **PRIOR** to issuance in "Original" form or email a Word file to [●]. **If the draft is not reviewed in advance, the Letter of Credit can be rejected.**

EXHIBIT 15

ALLOWED COSTS

1. ALLOWED COSTS

1.1 Allowed Costs and Reporting

Any Allowed Costs claimed by the Phase Developer or a Section Developer must meet the requirements of this Exhibit 15 and must have been properly reported in accordance with Section 10.6 (Reporting of Allowed Costs of Predevelopment Work) of the Agreement.

1.2 Allowed Cost Inclusions

- (a) Allowed Costs will be limited to, and calculated in accordance with, the following:
- (i) the cost of providing office space with respect to the Predevelopment Work and Section Work as required in Exhibit 6 (Predevelopment Work Requirements);
 - (ii) for work performed using the personnel, materials, and equipment of the Phase Developer, Key Participants, or a Section Developer:
 - (A) an amount equal to the reasonable fully burdened hourly rate (including overhead and fringe benefits) of each employee performing such work multiplied by the actual number of hours the employee performs that work; plus
 - (B) the reasonable and documented cost of all materials used, including sales taxes, freight and delivery charges, and any applicable discounts; plus
 - (C) the reasonable and documented out-of-pocket costs and expenses for employees on Official Business Travel that are directly attributable to the Phase, consistent with State policy and regulations, and shall not exceed the limits set by the Department of Budget and Management for such costs (including travel, lodging, mileage, and meal reimbursements). Without limiting the foregoing, any costs claimed under this paragraph (C) must comply with the Department of Budget and Management Regulations Travel Regulations²²; plus
 - (iii) the costs for the use, operating, maintenance, fuel, storage, and other costs of all deployed tools (excluding small tools) and equipment, calculated at hourly rates determined from the most current volume of the Rental Rate Blue Book published by Nielsen/DATAQUEST, Inc, or its successors, or at any lesser hourly rate MDOT may approve from time to time in its sole discretion, without area adjustment, but with equipment life adjustment made in accordance with the rate adjustment tables, provided, that if rates are not published for a specific type of tool or equipment, MDOT will establish a rate for it that is consistent with its cost and use in the industry;

²² A copy of Department of Budget and Management Regulations Travel Regulations can be found here https://dbm.maryland.gov/Documents/TravelManagementServices/Travel_Regulations.pdf

- (iv) if the work is performed by a Contractor ("**Performing Subcontractor**") under contract with the Phase Developer, a Key Participant, or a Section Developer, or under contract with a higher tier Contractor, all reasonable amounts owing for work under such contract as determined by MDOT; provided that if the Performing Subcontractor is an Affiliate of the Phase Developer, Key Participant, or a Section Developer, or the applicable higher tier Contractor, the lesser of the contract amount or the amount that would be reasonably obtained in an arm's length transaction for comparable work with a person that is not an Affiliate;
 - (v) reasonable fees and costs paid to legal, technical, financial, insurance, tax, and other professional advisers as well as financial model auditor firms (note that breakage fees will only be deemed Allowed Costs insofar as they represent reasonable compensation for time and expenses incurred);
 - (vi) premiums paid for the required Insurance Policies; and
 - (vii) fees paid in providing the Performance Security and Development Rights Fee Security.
- (b) For the purposes of this Section 1.2, "**Official Business Travel**" shall mean any travel between either:
- (i) the Phase Site, the phase site office referred to in Section 1.2(a)(i), or the MDOT office; and
 - (ii) a location directed to by MDOT (for example the VDOT office).

"Official Business Travel" shall not include an employees' normal commute miles from his or her local home address to the Phase Site, phase site office, or MDOT office.

1.3 **Allowed Cost Exclusions**

Allowed Costs will not include the following:

- (a) third-party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for international travel, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships; and
- (b) Allowed Costs shall not include any costs that are excluded under the Federal Contract Cost Principles, 48 CFR §31.205: §31.205-8 (contributions or donations), §31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits), §31.205-14 (entertainment costs), §31.205-15 (fines, penalties, and mischarging costs), §31.205-27 (organization costs), §31.205-34 (recruitment costs), §31.205-35 (relocation costs), §31.205-43 (trade, business, technical and professional activity costs), §31.205-44 (training and education costs), and §31.205-47 (costs related to legal and other proceedings).

EXHIBIT 16

FEDERAL AND STATE REQUIREMENTS

- Part A Federal Requirements for Federal-Aid Construction Projects
- Part B FHWA Form 1273
- Part C Federal Prevailing Wage Rate
- Part D Equal Employment Opportunity Special Provision
- Part E On the job training program for Federal Aid Highway Construction Projects
- Part F Certification Regarding Use of Contract Funds for Lobbying
- Part G Debarment Certification
- Part H Other State and Federal Requirements

PART A

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

1. GENERAL

- (a) All of the statutes, rules, and regulations promulgated by the federal government and applicable to work financed in whole or in part with federal funds will apply to the Predevelopment Work.
- (b) The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Exhibit 16. Whenever in these required contract provisions references are made to:
 - (i) "authority", "agency", "authority or agency with which this transaction originated" or "contracting agency", such references will be construed to mean MDOT except where a different authority or agency or officer is specified.
 - (ii) "contracting officer" or "authorized representative", such references will be construed to mean MDOT or the MDOT representative;
 - (iii) "contractor", "prime contractor", "bidder" "Federal-aid construction contractor", "prospective first tier participant", or "first tier participant", such references will be construed to mean the Phase Developer, its authorized representative, or a Contractor, as may be appropriate under the circumstances; and
 - (iv) "contract", "Federal-aid construction contract", or "design-build contract", such references will be construed to mean any Contract to which the FHWA requirements apply.

2. PERFORMANCE OF PREVIOUS CONTRACT

In addition to the provisions in Section II, "Non-discrimination," and Section VI, "Subletting or Assigning the Contract," of the Form 1273 required contract provisions, the Phase Developer shall cause each Contractor to comply with the following:

The contractor shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

3. NON-COLLUSION PROVISION

Title 23, United States Code, §112, requires as a condition precedent to approval by the Federal Highway Administrator of the Contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

4. CONVICT PRODUCED MATERIALS

- (a) FHWA Federal-aid projects are subject to 23 CFR § 635.417, convict produced materials.

- (b) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:
 - (i) produced by convicts who are on parole, supervised release, or probation from a prison; or
 - (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in federal aid highway construction projects, and the cumulative annual production amount of such materials for use in federal aid highway construction does not exceed the amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

5. ACCESS TO RECORDS

- (a) As required by 2 CFR § 200.336, the Phase Developer and its Contractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of the Phase Developer and subcontractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof.
- (b) The Phase Developer agrees to include this section in each Contract at each tier, without modification, except as appropriate to identify the Contractor who will be subject to its provisions.

6. SUBCONTRACTING

- (a) Any distribution of work must be evidenced by a written binding agreement on file at the Phase Site. Where no field office exists, such agreement must be readily available upon request by MDOT.
- (b) The provisions contained in Form FHWA-1273 specifically, and other federal provisions included with this Agreement are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated in, all contracts and subcontracts, as appropriate for the Predevelopment Work so as to be binding in those agreements.

7. CARGO PREFERENCE ACT

- (a) The Phase Developer shall, in accordance with 46 CFR §381.7 use privately-owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (b) The Phase Developer shall furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) to both MDOT and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- (c) The Phase Developer shall require all Contractors to include the requirements of this Section 7 in each Contract, at every tier, that may involve the transport of equipment, material, or commodities by ocean vessel.

8. TITLE VI ASSURANCES AND NON-DISCRIMINATION

8.1 Title VI Assurances

The Phase Developer shall comply with, and affirmatively ensure the compliance of each Contractor, with all provisions prohibiting discrimination on the basis of race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d to 2000d-4.

8.2 US DOT Order 1050.2A – Appendix A

- (a) For the purposes of this Section 8.2, the term "**Acts and Regulations**" shall mean the following:
 - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - (ii) 49 CFR Part 1; and
 - (iii) 28 CFR §50.3.
- (b) During the performance of this Agreement, the Phase Developer, for itself, its assignees, and successors in interest agree as follows:
 - (i) **Compliance with Regulations:** The Phase Developer (hereinafter includes consultants) will comply with the Acts and Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement;
 - (ii) **Non-discrimination:** The Phase Developer, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Phase Developer will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21;
 - (iii) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Phase Developer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Phase Developer of the Phase Developer's obligations under this Agreement and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin;
 - (iv) **Information and Reports:** The Phase Developer will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by MDOT to be pertinent to ascertain compliance with such Acts and Regulations, and instructions. Where any

information required of a Phase Developer is in the exclusive possession of another who fails or refuses to furnish the information, the Phase Developer will so certify to MDOT, as appropriate, and will set forth what efforts it has made to obtain the information;

- (v) **Sanctions for Noncompliance:** In the event of the Phase Developer's noncompliance with the non-discrimination provisions of this Agreement, MDOT will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (A) where applicable, withholding payment of Allowed Costs to the Phase Developer; or
 - (B) declaring a Phase Developer Default under Section 25.1 (Phase Developer Default).
- (vi) **Incorporation of Provisions:** The Phase Developer will include the provisions of paragraphs of this Section 8.2 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations, and directives issued pursuant thereto. The Phase Developer will take action with respect to any subcontract or procurement as MDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Phase Developer becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Phase Developer may request MDOT to enter into any litigation to protect the interests of MDOT. In addition, the Phase Developer may request the United States to enter into the litigation to protect the interests of the United States.

8.3 US DOT Order 1050.2A – Appendix E

During the performance of this Agreement, the Phase Developer, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- (b) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) §504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) the Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- (g) the Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- (i) the Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency. To ensure compliance with Title VI, you must take reasonable steps to ensure that limited English proficiency persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PART B
FHWA Form 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PART C

FEDERAL PREVAILING WAGE RATES

The Phase Developer shall comply with all federal prevailing wages to the extent applicable to the Predevelopment Work. Federal prevailing wage rates may be found at <https://beta.sam.gov/>.

PART D

EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISION

The Phase Developer shall comply with the requirements of this Part D (Equal Employment Opportunity Special Provision) to the extent it is applicable to the Predevelopment Work.

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Phase Developer's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Phase Developer's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time tables	Goals for minority participation for each trade	Goals for female participation in each trade
Term	(a) 23.6% for all Predevelopment Work performed in the State (excluding the American Legion Bridge); and (b) 28% for any Predevelopment Work performed on the American Legion Bridge or in the Commonwealth of Virginia.	6.9%

These goals are applicable to all of the Phase Developer's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Phase Developer performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Phase Developer also is subject to the goals for both its federally involved and non-federally involved construction.

The Phase Developer's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR §60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Phase Developer shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Phase Developer's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - (a) "**Covered area**" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "**Director**" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "**Employer identification number**" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - (d) "**Minority**" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Phase Developer, or any Contractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Phase Developer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. The Phase Developer must be able to demonstrate its participation in and compliance with the provisions of any such Hometown Plan. The Phase Developer and each Contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse the Phase Developer's or Contractor's failure to take good faith efforts to achieve the plan goals and timetables.
4. The Phase Developer shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Phase Developer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered

construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Phase Developer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Phase Developer has a collective bargaining agreement, to refer either minorities or women shall excuse the Phase Developer's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Phase Developer during the training period, and the Phase Developer must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Phase Developer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Phase Developer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Phase Developer shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Phase Developer's employees are assigned to work. The Phase Developer, where possible, will assign two or more women to each construction project. The Phase Developer shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Phase Developer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities;
 - (b) establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Phase Developer or its unions have employment opportunities available, and maintain a record of the organizations' responses;
 - (c) maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Phase Developer by the union or, if referred, not employed by the Phase Developer, this shall be documented in the file with the reason therefor, along with whatever additional actions the Phase Developer may have taken;
 - (d) provide immediate written notification to the Director when the union or unions with which the Phase Developer has a collective bargaining agreement has not referred to the Phase Developer a minority person or woman sent by the Phase Developer, or when the Phase Developer has other information that the union referral process has impeded the Phase Developer's efforts to meet its obligations;

- (e) develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Phase Developer's employment needs, especially those programs funded or approved by the Department of Labor. The Phase Developer shall provide notice of these programs to the sources compiled under paragraph 7(b) above;
- (f) disseminate the Phase Developer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Phase Developer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed;
- (g) review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter;
- (h) disseminate the Phase Developer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Phase Developer's EEO policy with other contractors and subcontractors with whom the Phase Developer does or anticipates doing business;
- (i) direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Phase Developer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Phase Developer shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process;
- (j) encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Phase Developer's work force;
- (k) validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3;
- (l) conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities;
- (m) ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Phase Developer's obligations under these specifications are being carried out;

- (n) ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes;
 - (o) document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations;
 - (p) conduct a review, at least annually, of all supervisors' adherence to and performance under the Phase Developer's EEO policies and affirmative action obligations.
8. The Phase Developer is encouraged to participate in voluntary associations which assist in fulfilling one or more of its affirmative action obligations (paragraphs 7(a) through (p)). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p) of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Phase Developer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Phase Developer. The obligation to comply, however, is the Phase Developer's and failure of such a group to fulfill an obligation shall not be a defense for the Phase Developer's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Phase Developer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Phase Developer may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Phase Developer has achieved its goals for women generally, the Phase Developer may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Phase Developer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Phase Developer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Phase Developer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. If the Phase Developer fails to carry out such sanctions and penalties it shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Phase Developer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Phase Developer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Phase Developer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PART E

ON-THE-JOB TRAINING PROGRAM FOR FEDERAL-AID HIGHWAY CONSTRUCTION PROJECTS

The Phase Developer shall comply with the requirements of this Part E (On-the-job Training Program for Federal-Aid Highway Construction Projects) provision to the extent applicable to the Predevelopment Work.

As part of the Phase Developer's equal employment opportunity affirmative action program training shall be provided as follows:

1. The Phase Developer shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.
2. The number of trainees to be trained under the special provisions will be zero for the Predevelopment Work.
3. In the event that the Phase Developer subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the Phase Developer shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Phase Developer shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
4. The number of trainees shall be distributed among the work classifications on the basis of the Phase Developer's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Phase Developer shall submit to the State highway agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Phase Developer shall specify the starting time for training in each of the classifications. The Phase Developer will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.
5. Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Phase Developer shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Phase Developer will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Phase Developer is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.
6. No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Phase Developer should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Phase Developer's records should document the findings in each case.
7. The minimum length and type of training for each classification will be as established in the training program selected by the Phase Developer and approved by MDOT and the Federal Highway Administration. The State highway agency and the Federal Highway Administration

shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Phase Developer and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

8. Except as otherwise noted below, the Phase Developer will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Phase Developer receives additional training program funds from other sources, provided such other does not specifically prohibit the Phase Developer from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Phase Developer where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.
9. No payment shall be made to the Phase Developer if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Phase Developer and evidences a lack of good faith on the part of the Phase Developer in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. The Phase Developer will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.
10. Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.
11. The Phase Developer shall furnish the trainee a copy of the program he will follow in providing the training. The Phase Developer shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

12. The Phase Developer will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

PART F

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned certifies, on behalf of the [*the Phase Developer/ Key Participant / PD Equity Member*], to the best of his or her knowledge and belief that:

- (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or subcontract.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (a) The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
- (b) The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

[●]

Name: [●]

Title: [●]

Entity Making Certification: [●]

Date: [●]

PART G

DEBARMENT CERTIFICATION

By executing the Agreement, the Phase Developer and its contractors (at all tiers) shall be deemed to have signed and delivered the following certification:

1. The undersigned certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) have not within a three year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the Phase Developer or a contractor is unable to certify to any of the statements in this certification, the Phase Developer or contractor shall attach a certification, stating that it is unable to provide the certification and explaining the reasons for such inability.

PART H

OTHER FEDERAL AND STATE REQUIREMENTS

1. NON-DISCRIMINATION

In accordance with §13-219 of the State Finance and Procurement Article of the Annotated Code of Maryland, the Phase Developer shall:

- (a) prohibit discrimination in any manner against an employee or applicant for employment because of sex, race, age, color, creed, or national origin;
- (b) require Contractors to include a similar clause in every contract except a subcontract for standard commercial supplies or raw materials; and
- (c) require each contractor or subcontractor that is subject to this provision to post conspicuously a notice that sets forth the provisions of this provision in a place that is available to employees and applicants for employment.

2. TRAFFICKING IN PERSONS

- (a) To the extent applicable, the Phase Developer agrees to comply with, and assures the compliance of each Contractor with, the requirements of §106(g) of the Trafficking Victims Protection Act of 2000 ("**TVPA**"), as amended, 22 U.S.C. §7104(g), and the provisions of said subsection (g) consistent with U.S. OMB guidance, "Award Term for Trafficking in Persons", 2 C.F.R. Part 175.
- (b) For the purposes of this Section 2 (Trafficking in Persons), the Phase Developer agrees that:
 - (i) "**Employee**" an individual who is employed by the Phase Developer or any Contractor (including subcontractors) under this Agreement;
 - (ii) "**Forced labor**" means labor the recruitment, harboring, transportation, provision, or obtaining of a person for labor services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery;
 - (iii) "**Private entity**" means:
 - (A) any entity other than a State government of the United States, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25; and
 - (B) includes a for-profit organization, and also a non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - (iv) "**Severe forms of trafficking in persons**" has the meaning given a section 103 of the TVPA, as amended, 22 U.S.C. §7102(9).
 - (v) "**Commercial sex act**" has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102(4).

- (vi) **"Coercion"** has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102(3).
- (c) The Phase Developer agrees:
- (i) to inform MDOT immediately of any information it receives from any source alleging a violation of a prohibition in 22 U.S.C. §7104(g);
 - (ii) that MDOT may terminate this Agreement if the Phase Developer, a Contractor, or other participant at any tier, or an employee of any of them, violates the provisions of 22 U.S.C. §7104(g);
 - (iii) that neither it, its Contractors, or other participants at any tier, or the employees of them, will engage in "severe forms of trafficking in persons" during the period of time that this Agreement is in effect;
 - (iv) that neither it, its Contractors, or other participants at any tier, or the employees of any of them, will procure a "commercial sex act" during the period of time that this Agreement is in effect;
 - (v) that neither it, its Contractors, or other participants at any tier, or the employees of any of them, will use "forced labor" in the performance of this Agreement or any Contract; and
 - (vi) that the provisions of this Section 2 (Trafficking in Persons) will be included in all Contracts and any other arrangement under this Agreement at any tier.

EXHIBIT 17

PREDEVELOPMENT DBE PARTICIPATION PLAN

- (a) The Predevelopment DBE Participation Plan shall describe the methods to be employed by the Phase Developer for achieving the DBE participation goal for the Predevelopment Work.
- (b) The Predevelopment DBE Participation Plan shall be subject to review, comment, and approval by MDOT as a condition precedent to the Effective Date.
- (c) The Predevelopment DBE Participation Plan shall include the following:
 - (i) the specific categories of services and work anticipated for DBE participation under the Agreement;
 - (ii) procedures to enhance, to the extent possible, DBE participation in the Predevelopment Work;
 - (iii) the DBE firms that will be used for the Predevelopment Work to the extent known at the time of submitting the plan (that are consistent with the DBE Participation Schedule);
 - (iv) the name, experience, and qualifications of the Phase Developer's Predevelopment Diversity Manager;
 - (v) identify the duties of the Phase Diversity Manager under the Agreement;
 - (vi) detail how the Phase Developer will conduct DBE outreach; and
 - (vii) the methods and procedures for how the Phase Developer will ensure compliance with its DBE obligations under Section 19.9 (Disadvantaged Business Enterprise) of the Agreement.
- (d) The Predevelopment Diversity Manager will be the individual with full responsibility for ensuring compliance with all State and Federal diversity requirements including:
 - (i) overseeing all aspects of the DBE program, monitoring DBE participation, and ensuring DBE compliance;
 - (ii) administering the EEO program and ensuring compliance with EEO requirements; and
 - (iii) overseeing workforce development programs, training, and apprenticeship programs (including on-the-job training requirements).
- (e) The Predevelopment Diversity Manager will be required for the duration of the Predevelopment Work and be committed full time.
- (f) The Predevelopment Diversity Manager must possess the following minimum qualifications:
 - (i) minimum five years' experience in DBE compliance, equal employment opportunity compliance, Title VI and Title VII of the Civil Rights Act 1964 experience and on-the-job training compliance;
 - (ii) experience working on a P3 project that met the DBE goals; and

(iii) a bachelor's degree or equivalent.

EXHIBIT 18

KEY ASSUMPTIONS FOR PHASE SOUTH A

For the purposes of this Agreement, each of the following shall be deemed to be a "Key Assumption" for Phase South A for the purposes of Article 12 (Phase South A Key Assumptions) of the Agreement:

- (a) Two-Lane, Priced Managed Lanes Network on I-495. Consistent with all the "build" alternatives currently under consideration in the MLS Draft EIS.
- (b) With respect to the Bistate Agreement between MDOT and VDOT, the Section Developer will assume all:
 - (i) Capital Costs between the George Washington Memorial Parkway and River Road (as shown in the DEIS Technical Reports, Appendix D, Maps 56 through 60); and
 - (ii) collection of all revenues, applying Maryland's toll policy.
- (c) The total cost of acquiring MDOT Provided Parcels (as defined in the Section P3 Agreement Term Sheet) for Phase South A is \$12,000,000.
- (d) All utility relocation work required for Phase South will be undertaken by the Section Developer and at the Section Developer's cost.
- (e) The Section Developer will not be required to carry out any Transit Service Improvements as part of the scope of work for Phase South.²³
- (f) Following the conclusion of the toll rate hearing process, the MDTA Board adopts tolling rates for Phase South that are consistent with the contents of MDTA's letter to the Proposers dated December 18, 2020.
- (g) Private Activity Bonds allocated for Phase South A are not less than 25% of Capital Costs.
- (h) Invitation from USDOT Build America Bureau to submit a TIFIA loan application prior to the date falling five months before the Predevelopment Milestone Deadline relating to Financial Close of the relevant Section provided this is not due to the Phase Developer's failure to deliver a Committed Section Proposal prior to the relevant Predevelopment Milestone Deadline.

²³ This assumption is included on the basis that, at the time of submitting its Proposal the form, scope and cost of the Transit Service Improvements was unknown and accordingly the Proposal could not take into account the Transit Service Improvements. The Committed Section Proposal for a Section will include any Transit Service Improvements that MDOT requires the Phase Developer to include in that Section.