AMERICAN LEGION BRIDGE + 270



Presolicitation Information Memorandum

American Legion Bridge and I-270 Multimodal Corridor

November 2026

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

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1 Introduction and Purpose of the PIM

1.1 Project Overview and Scope

The Maryland Department of Transportation State Highway Administration (SHA) is issuing this Presolicitation Information Memorandum (PIM) for the proposed American Legion Bridge and I-270 Multimodal Corridor project (the Project). The Project covers approximately 4 miles of I-495 from the northern limit of the Virginia I-495 Express Lanes near the George Washington Memorial Parkway to the I-270 west spur, and approximately 2 miles along the west spur to north of Westlake Terrace. The Project represents a phase of improvements evaluated in the I-495 & I-270 Managed Lanes Study (MLS), which received a federal Record of Decision (ROD) in August 2022.

The Project's technical scope includes adding two new High Occupancy Toll (HOT) managed lanes in each direction on I-495 from south of the George Washington Memorial Parkway in Virginia to the I-270 west spur. On the I-270 west spur, the Project proposes to convert one existing High Occupancy Vehicle (HOV) lane in each direction to a HOT managed lane and add one new HOT managed lane in each direction from I-495 to north of Westlake Terrace.

1.2 Core Project Goals

- Safety: Deliver measurable safety benefits and maintain a safe work zone throughout the construction period.
- Delivery Certainty: Optimize project phasing, sequencing, and risk allocation to accelerate delivery and maximize value.
- Project Quality: Secure robust design quality, inspection, and lifecycle management that produce an asset performing to technical specifications.
- Lifecycle Optimization: Integrate long-term maintenance, operations, and system preservation seamlessly into the initial design and construction.
- Impact Minimization: Build and operate the corridor in an environmentally responsible manner that minimizes community impacts and provides an exceptional user experience.
- Mobility: Enhance trip reliability, reduce travel times and accommodate multimodal travel options, including regional transit, carpooling, biking, and walking.

1.3 Market Engagement Focus

This PIM provides a high-level commercial overview to inform industry participants of the opportunity under consideration prior to any formal solicitation. Information here is for planning and feedback purposes only. Confidential, one-on-one market-sounding meetings with Qualified Respondents who satisfy at least one of the following criteria are planned to be held:

- Criterion 1 (Contractors): Experience as a sole contractor or joint-venture member responsible for delivering roadway and/or bridge infrastructure with an aggregate contract price exceeding $1 billion USD.
- Criterion 2 (Developers/Equity Investors): Experience as a developer or equity investor on a project team submitting a proposal for a transportation P3 project exceeding $500 million USD in financed capital with a minimum equity contribution of $50 million USD.
- Criterion 3 (Toll Network Operators): Current operation of an active toll facility, or demonstrated experience as a primary operations and maintenance service provider on a managed lanes concession.

Qualified Respondents must complete and submit a One-on-One Meeting Request Form by December 18, 2026 to schedule a meeting in January 2027. The form is available online at https://americanlegionbridge270.com/presolicitation-information-memorandum/. All responses will be handled in accordance with the Maryland Public Information Act.

2 Maryland P3 Statute, Regulations, and Project Framework

2.1 Statutory Authority and Regulatory Framework

The evaluation and potential solicitation of this Project as a Public-Private Partnership are governed by State Finance and Procurement (SF&P) Article Title 10A of the Annotated Code of Maryland and the corresponding P3 regulations within Title 11 of the Code of Maryland Regulations (COMAR).

The project framework under the 2019 Interagency Agreement between the Maryland Transportation Authority (MDTA), the Maryland Department of Transportation (MDOT) and SHA is:

- MDOT is a Cabinet-level Agency of the State of Maryland and is led by the Secretary of Transportation.
- SHA is a modal administration of the Department and is led by the SHA Administrator, who reports to the Secretary of Transportation.
- MDTA is a legally separate entity from MDOT and is authorized to finance, construct, operate, maintain and repair “transportation facilities projects” as defined in Section 4-101 of the Transportation Article of the Annotated Code of Maryland.
- MDTA is governed by an independent Board which is chaired by the Secretary of Transportation. It is led by the MDTA Executive Director and is statutorily authorized to fix, revise, and set tolls on all or any part of any transportation facilities project under the Annotated Code of Maryland, Transportation Article § 4-312.
- SHA owns the interstate highways upon which the Project will be developed.

- SHA serves as the agent for MDTA for the solicitation, contract management, and project delivery under an established Interagency Agreement.
- SHA serves as the direct recipient of all Federal Aid Highway Program (FAHP) funding and remains in responsible charge of the Project.
- MDTA and MDOT would serve as joint reporting agencies for the Project.

2.2 Board of Public Works (BPW) Oversight

The Maryland Board of Public Works (BPW) provides final executive oversight for the State's P3 programs. BPW approval is required at critical transaction checkpoints, including the formal P3 Designation and final execution of the P3 Agreement.

3 Interjurisdictional and External Coordination

Virginia Interface: The American Legion Bridge is jointly owned by SHA and the Virginia Department of Transportation (VDOT) and the Project requires work in Virginia. SHA is coordinating directly with VDOT and intends to execute a formal bi-state agreement to govern the cross-border delivery interface.

Agency Coordination: Active coordination is underway with federal and state landowners and regulators, including the Federal Highway Administration (FHWA), the National Park Service (NPS), the U.S. Army Corps of Engineers (USACE), the Maryland Department of the Environment (MDE), and the Maryland-National Capital Park and Planning Commission (M-NCPPC).

4 Technical and Environmental Status Summary

SHA has assembled technical and environmental information for industry review. Permitting milestones, environmental history, and technical data are summarized in Appendix C – Technical and Environmental Data Baseline. Prospective proposers are directed to the project Data Room for source files. Qualified Respondents can request access to the Data Room by completing the online form and confidentiality agreement available at https://americanlegionbridge270.com/presolicitation-information-memorandum/ .

4.1 Key Physical and Environmental Constraints

Proposers must account for several major civil engineering challenges and footprint constraints within their preliminary designs:

- Adjacent Protected Resources: The limits of disturbance run immediately adjacent to major historic and natural assets, including the George Washington Memorial Parkway, the Clara Barton Parkway, the Chesapeake & Ohio Canal National Historical Park, and the historic Morningstar Tabernacle No. 88 Moses Hall and Cemetery.

- Thomas Branch Stream Relocation: The alignment requires the relocation of the Thomas Branch stream parallel to I-495 and the I-270 west spur. Preliminary designs call for converting a significant portion of this open channel into a structural subterranean box culvert beneath the widened interstate roadway.

4.2 Right-of-Way (ROW) Delivery Risk Profile

- Maryland ROW: SHA will provide access to Maryland ROW, consistent with the NEPA concept design and approved reevaluations, in advance of construction.
- Virginia ROW: SHA is actively coordinating with VDOT on the acquisition of Virginia ROW consistent with the NEPA concept design. The allocation of responsibility and risk for that ROW will be addressed in the bi-state agreement and finalized in the RFP.

5 Core Commercial Frameworks

Should a P3 approach be chosen by MDOT, the following business parameters represent SHA's current thinking on the commercial structure for this transaction. They are preliminary, subject to refinement, and intended to invite market feedback — not to foreclose alternatives. Detailed indicative contractual terms are set out in Appendix B – Indicative Commercial Term Sheet, which will be updated as any potential solicitation develops.

- Concession Structure: Long-term Design-Build-Finance-Operate-Maintain (DBFOM) revenue-risk concession.
- Concession Term: Anticipated to comprise a construction period plus a fifty (50)-year operations and maintenance period commencing from substantial completion of the high-occupancy toll lanes.
- Financing Mandate: The Developer would be solely responsible for arranging senior debt, equity, and private financing at its own cost and risk without public recourse. MDOT/MDTA will assist in facilitating applications for Private Activity Bonds (PABs) and Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance, as appropriate and available. SHA has applied for a grant under the Bridge Investment Program for the American Legion Bridge (ALB) and will support future applicable grant opportunities for the Project.
- Tolling System Interface: The Developer would design, construct, integrate, test, operate, and maintain all roadside and related tolling equipment and software in accordance with Project requirements. The Developer would establish and operate the dynamic pricing algorithm to manage congestion in the HOT lanes, consistent with federal requirements and within the toll rate structure and toll rates established by MDTA. The framework for tolling operations, including collection, account administration, violation processing, and back-office support, is under development and would be detailed in the RFP.

- Commercial Mechanisms: The P3 Agreement is expected to incorporate a concession fee structure, a tiered excess revenue share framework, and customary performance-based Liquidated Damages for unauthorized lane closures and noncompliance.

6 Solicitation Roadmap and Schedule

6.1 Multi-Step Process

SHA is using this PIM to gather industry input before deciding whether to advance any solicitation. No decision has been made to deliver the Project as a P3 or to proceed with any solicitation. Should SHA elect to move forward, it would anticipate a structured, transparent process in coordination with MDTA designed to safeguard public integrity while encouraging private innovation which may include the following steps:

- Candidate Concept/P3 Screening: Completion of the applicable COMAR screening and candidate-evaluation steps that precede any P3 designation.
- Presolicitation Report: If a P3 is to be pursued, a presolicitation report would be developed and shared with the Comptroller, Treasurer, legislature, and public, and submitted to the BPW seeking approval to solicit.
- Request for Qualifications (RFQ): Public release to industry, followed by the evaluation of Statements of Qualifications (SOQs) to establish a competitive shortlist.
- Draft Request for Proposals (RFP) & Confidential Meetings: Structured interactive draft RFP rounds with shortlisted teams, incorporating Alternative Technical Concepts (ATCs) to permit proprietary design and constructability innovations.
- Final RFP, Trade-Off Evaluation, and Award: Submission of final Technical and Financial proposals. The Evaluation Committee would utilize a best-value determination approach via trade-off analysis. Unsuccessful compliant shortlisted proposers may be eligible for a work product stipend.

6.2 Illustrative Timeline (Subject to Change)

The following illustrative timeline is provided solely for industry planning. It assumes, for illustration only, that SHA elects to proceed with a P3 solicitation; it does not reflect a decision to do so, and all dates are indicative.

Milestone	Indicative Timing
Industry One-on-One Meetings	Q1 2027
Submission of P3 Presolicitation Report	Q2 2027
BPW Approval of P3 Designation & Presolicitation Report	Q3 2027
Public Release of Request for Qualifications (RFQ)	Q3 2027
Shortlist of Qualified Bidding Teams Announced	Q4 2027
Release of Draft Request for Proposals (RFP v1)	Q4 2027
Release of Final Request for Proposals (RFP)	Q2 2028
Technical and Financial Proposals Due	Q3 2028
Selection of Preferred Proposer / Developer Award	Q3 2028
Anticipated BPW Approval of Final P3 Agreement	Q4 2028
Execution of P3 Agreement / Commercial Close	Q4 2028
Target Financial Close	Q3 2029

Appendices

Appendix A – Acronyms and Defined Terms

Unless otherwise specified, wherever the following acronyms or terms are used in the Presolicitation Information Memorandum, they have the meanings set forth below:

ALB	American Legion Bridge
ATC	Alternative Technical Concept
BPW	Board of Public Works
COMAR	Code of Maryland Regulations
CWA	Clean Water Act
D&C	Design and Construction
DBFOM	Design-Build-Finance-Operate-Maintain
DEIS	Draft Environmental Impact Statement
DEQ	Department of Environmental Quality
EIS	Environmental Impact Statement
ETCS	Electronic Toll Collection System
FAHP	Federal Aid Highway Program
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FWD	Falling Weight Deflectometer
GDR	Geotechnical Data Report
GPR	Ground Penetrating Radar
HOT	High Occupancy Toll
HOV	High Occupancy Vehicle
IAG	E-ZPass Interagency Group
IAPA	Interstate Access Point Approval
ITP	Instructions to Proposers
ITS	Intelligent Transportation System
LOD	Limits of Disturbance
MDE	Maryland Department of the Environment
MDOT	Maryland Department of Transportation
MDTA	Maryland Transportation Authority
MLS	Managed Lanes Study
M-NCPPC	Maryland-National Capital Park and Planning Commission
NEPA	National Environmental Policy Act
NPS	National Park Service
P3	Public-Private Partnership
PAB	Private Activity Bond
PIM	Presolicitation Information Memorandum
PRD	Plan Review Division
RFP	Request for Proposals
RFQ	Request for Qualifications
RID	Reference Information Documents
ROD	Record of Decision

ROW	Right of Way
SDEIS	Supplemental Draft Environmental Impact Statement
SF&P	State Finance and Procurement
SHA	Maryland State Highway Administration
SOQ	Statement of Qualifications
SWM	Stormwater Management
TIFIA	Transportation Infrastructure Finance and Innovation Act
USACE	U.S. Army Corps of Engineers
VDOT	Virginia Department of Transportation
WP3	Water Protection General Permit No. 3

Applicable Law – means all federal, State, and local laws, statutes, regulations, and binding orders, permits, and approvals of any Governmental Authority having jurisdiction over the Project, as amended from time to time.

CWA Section 404 – means Section 404 of the Clean Water Act (33 U.S.C. § 1344) and the permitting program administered by the U.S. Army Corps of Engineers regulating the discharge of dredged or fill material into waters of the United States, including wetlands, and any permit(s), authorization(s), and conditions issued thereunder as applicable to the Project.

Developer – means the private counterparty to the P3 Agreement, which may be the successful Proposer or an entity to be formed or organized by it after award to enter into the P3 Agreement, as identified in the Proposer's SOQ.

Financial Proposal – means the portion of a Proposal submitted in response to the RFP that includes the financial terms, pricing, and other commercial submissions required by the Instructions to Proposers (ITP) and RFP, including any required forms, schedules, and certifications.

Instructions to Proposers – means the documents containing directions for the preparation and submittal of information by the Proposers in response to the RFP.

Interagency Agreement – means the interagency agreement by and among MDOT, SHA, and MDTA, as amended, relating to roles and responsibilities for the solicitation and delivery of the Project.

Mandatory Referral – means the referral process required under Maryland Law (including MD Code Ann., Land Use § 20-301) for review and approval of certain acquisitions, dispositions, or actions affecting land, as applicable to the Project.

Maryland Law – means all applicable Law of the State (including statutes, regulations, and published guidance having the force of law), as amended from time to time.

Notice of Intent – means the public notice issued under NEPA announcing an agency's intent to prepare an Environmental Impact Statement (EIS) for the Managed Lanes Study/Project.

One-on-One Meetings – means the confidential individual meetings between MDOT (and/or MDTA and their advisors) and Qualified Respondents as described in this PIM.

P3 Agreement – means an agreement entered into among the MDTA, MDOT, and the Developer with respect to the Project.

Project – means the American Legion Bridge and I-270 Multimodal Corridor as described in Section 1.1.

Proposers – means each firm or team of firms that was shortlisted in accordance with the RFQ and invited to submit a proposal in response to the RFP.

Qualified Respondent – means a respondent that SHA determines, in its sole discretion, satisfies at least one of the criteria set forth in Section 1.3 and is eligible to participate in one-on-one meetings under this PIM.

Selected Alternative – means the alternative identified in the MLS FEIS and ROD (August 2022) as the selected alternative for NEPA purposes, and as further described in this PIM.

Setting Date – means a defined date before the Proposal due date, being the date as of which the Proposer's assumptions regarding the baseline conditions of the Project are fixed for purposes of preparing and submitting its Proposal.

State – means the State of Maryland.

Technical Proposal – means the portion of a Proposal submitted in response to the RFP that includes the technical approach, design, construction, operations/maintenance, management, and other non-financial submissions required by the ITP and RFP.

The Act – means Title 10A (Public-Private Partnerships) of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended.

Appendix B – Indicative Commercial Term Sheet

Nothing contained in this Indicative Term Sheet shall be construed as creating any legal obligation on the part of SHA, nor shall it limit SHA's authority to adopt solicitation, commercial, technical, financial, legal, operational, or risk-allocation approaches that differ from those described herein. All concepts, assumptions, and potential terms are subject to further evaluation, stakeholder review, policy considerations, approvals, and market input.

Part A – Design & Construction		
1.	Design & Construction General Obligations	The Developer shall perform the Design and Construction (D&C) Work in accordance with: • good industry practice; • all applicable laws; • the requirements of all governmental approvals; • all requirements of the P3 Agreement; • the technical provisions and all schedules and plans accepted by SHA in accordance with the technical provisions; • the Developer's technical proposal; and • with respect to the Construction Work, the released for construction plans and specifications.
2.	Right of Way	• SHA anticipates it will provide the Developer access to all required Maryland Right of Way (ROW), consistent with the NEPA concept design and approved reevaluations, in advance of construction. • SHA is actively coordinating with VDOT on the acquisition of Virginia ROW consistent with the NEPA concept design and will define requirements for the acquisition of Virginia ROW in the bi-state agreement and RFP. • The Developer will be entitled to compensation if SHA is unable to provide ROW access consistent with the NEPA concept design or approved reevaluations prior to construction or within timelines set forth in the P3 Agreement. • If a Developer determines it requires additional ROW either during or after the solicitation, the parties will agree on: o Which party will be responsible for the acquisition; o Whether SHA will commit use of condemnation powers if necessary. • If MDOT commits to use its condemnation power with respect to an additional ROW parcel and subsequently fails to do so

		following an agreed process, then this will be a compensation event. • The Developer will be responsible for all costs of acquisition of additional ROW, including purchase price and cost of condemnation proceedings (if required).
3.	Third Parties	• SHA shall enter into various Third Party Agreements with the following agencies: o Virginia Department of Transportation (VDOT) o National Park Service o Maryland-National Capital Park and Planning Commission (M-NCPPC) o Montgomery County Department of Transportation • The agreements will be provided to Proposers as Reference Information Documents (RIDs). • If a Third Party fails to perform its obligations under a Third Party Agreement, the Developer may request SHA's assistance. SHA will then have a defined period to enforce the agreement or otherwise resolve the issue. If the issue remains unresolved after that period and the Developer demonstrates a resulting cost or schedule impact, the Developer will be entitled to relief and compensation, as set forth in the P3 Agreement.
4.	Site Conditions Verification Period	• SHA will provide data relating to site conditions during the solicitation period as further detailed in the Data Room and Appendix C of the PIM. • Geotechnical and Utilities Verification Period o Developer will conduct due diligence and site investigations with respect to existing geotechnical conditions and existing utilities o SHA will prescribe a minimum scope of work to be completed by the Developer within a defined period after execution of the P3 Agreement
5.	Unknown Geotechnical Conditions	• The Developer will have a right to claim compensation if it identifies an Unknown Geotechnical Condition on the provided ROW that was not known and could not reasonably have been known by the Developer prior to the Setting Date. Such claims may be made: o During the Site Conditions Verification Period; or o Following the Site Conditions Verification Period, but prior to toll operations commencement, and only to

		the extent it could not have been reasonably discovered by an appropriately qualified person performing the site validation work following good industry practices. • Any compensation claim will be subject to the deductible set out in the P3 Agreement.
6.	Unknown Utilities	• The Developer will have a right to claim compensation if it identifies Unknown Utilities on the provided ROW that were not known and could not reasonably have been known by the Developer prior to the Setting Date. Such claim may be made: o During the Site Verification Period; or o Following the Site Verification Period, but prior to toll operations commencement, and only to the extent it could not have been reasonably discovered by an appropriately qualified person performing the site verification work following good industry practices. • Any compensation claim will be subject to the deductible set out in the P3 Agreement.
7.	Unknown Hazardous Materials	• The Developer will have a right to claim compensation if it identifies Unknown Hazardous Materials on provided ROW that was not known and could not reasonably have been known by the Developer prior to the Setting Date. • Any compensation claim will be subject to the deductible set out in the P3 Agreement.
8.	Unknown Endangered Species	• The Developer will have a right to claim compensation if it identifies any Endangered Species or Archaeological Remains on the provided ROW that was not known and could not reasonably have been known by the Developer prior to the Setting Date.
9.	SHA Provided Governmental Approvals	• SHA Provided Approvals are anticipated to include: o NEPA Record of Decision and any approved reevaluations; o USACE permit under Section 404 of the Clean Water Act and accompanying Section 401 Water Quality Certification; o USACE permit under Section 408 of the Rivers and Harbors Act of 1899;

		○ Designation of the Project by MDTA as a "transportation facilities project" to satisfy statutory requirements; and ○ National Park Service special use permit for early works construction in Maryland and (if applicable) Virginia. • If SHA fails to provide an SHA Provided Approval by the date specified in the P3 Agreement, the Developer will be entitled to claim compensation.
10.	Developer Acquired Governmental Approvals	• The Developer will be responsible for obtaining all additional Governmental Approvals, including any modification, amendment, supplement or renewal. • The Developer will be allowed to claim compensation due to unreasonable delays caused by a Governmental Entity responding to submittals or issuing a final decision.
11.	NEPA Reevaluations	• The Developer will be required to provide assistance to SHA but will <u>not</u> be entitled to compensation and relief for any required reevaluation due to: ○ the design and construction plan differing from the assumptions included in the NEPA Concept Design or reevaluations approved prior to the Setting Date; ○ Resource impacts due to Developer design changes; ○ Developer Proposed Additional ROW; or ○ performance of work in a manner that does not comply with the assumptions in provided governmental approvals. • The Developer <u>will</u> be entitled to claim compensation if the reevaluation is required due to: ○ an error in SHA's assumptions (i.e. because an element of the NEPA Concept Design or reevaluations approved prior to the Setting Date cannot be constructed in compliance with the Technical Requirements); or ○ a change in law.
12.	ATC Triggered NEPA Reevaluations	• In connection with a proposed ATC, Proposers will have an opportunity, during the solicitation period, to submit a preliminary NEPA reevaluation package to SHA and SHA may concur the ATC will require a NEPA reevaluation and not an amendment or supplement to the NEPA Approval.

		If SHA concurs, then notwithstanding anything in Item 11, it will share in the risk should the proposed ATC not be able to obtain reevaluation approval, and the Developer may claim compensation from SHA for a portion of its costs.
13.	Maryland Utility Adjustments & Relocations	• SHA intends to enter into a 'utility adjustment agreement' directly with each Utility Owner. • SHA will: o facilitate communications between the Developer and each Utility Owner, o assist in obtaining the timely cooperation, including with regard to Developer submittals; and o assist in resolving disputes. • The Utility Agreements will be provided to Proposers during the RFP Period and include details of the Developer's responsibility for designing and performing any Utility Adjustment work, and the Developer's responsibility for the costs of the work. • The Developer will be required to use diligent efforts to gain the cooperation of each Utility Owner. The Developer will notify SHA promptly if any Utility Owner fails to comply with its obligations under its Utility Agreement. • The Developer shall be entitled to claim compensation if a Utility Owner fails to comply with its obligations under its agreement and causes a delay for a period to be defined in the P3 Agreement.
14.	Virginia Utility Adjustments & Relocations	• SHA is actively coordinating with VDOT and will provide further clarity on the overall approach to the coordination with Utility Owners and the Developer's responsibilities. • The Developer will be entitled to claim compensation if a Virginia Utility Owner fails to comply with its obligations and causes a delay for a period to be defined in the P3 Agreement.
Part B – Financial		
1.	Revenue Share	• The Developer will pay to MDTA a percentage for a given range of toll revenue when the amount reaches or exceeds certain defined thresholds. The triggers for and structure of the revenue share will be consistent with P3 managed lanes market precedent.

2.	Refinancing	• The Developer shall obtain SHA's prior written consent to any qualifying refinancing. SHA shall have the right to receive a share of any refinancing gain arising from a qualifying refinancing.
3.	Financial Model Adjustments Prior to Financial Close	• The Financial Model shall be adjusted prior to Financial Close in accordance with a mechanism set out in an Exhibit to the P3 Agreement resulting from changes in the benchmark interest rates, credit spreads, and TIFIA terms in each case consistent with P3 managed lanes market precedent.
4.	Change in Ownership	• If the change in ownership is subject to §10A-202 of the State Finance and Procurement Article of the Annotated Code of Maryland, the Developer shall not cause any change in ownership unless certain conditions have been satisfied. These conditions include: o that SHA and MDTA have made a responsibility determination, o the required 45-day notice period for the budget committees has expired, and o the BPW has approved the change in ownership. • The P3 Agreement will also include other industry standard restricted changes in ownership, including a defined ownership lock up period.
5.	Concession Fee	• The financial proposal is expected to include a single financial bid variable, which may take the form of a Concession Fee payable by the Developer or a public funding contribution requested from SHA, with the terms, timing, and structure established through the solicitation.
	Part C – Tolling	
1.	Scope & Responsibilities	• The Developer shall be responsible for the design, supply, installation, construction, testing, commissioning, operation and maintenance of all roadside and related tolling equipment. MDTA, as the State's tolling authority, will retain authority over the toll rate structure and the setting of toll rate caps. The allocation of responsibility for other tolling services, including toll collection processing, account administration, toll violations processing, and back-office support, is under evaluation and will be established through

		the solicitation and reflected in agreements between MDTA and the Developer as applicable. Toll enforcement will remain a governmental function.
2.	System	• The Developer will ensure that all tolling on the High Occupancy Toll Managed Lanes is undertaken through an Electronic Toll Collection System (ETCS) without toll plazas or toll booths, and drivers will be charged the toll at highway speeds without having to stop, slow down, or stay in a given lane.
3.	ETCS Equipment Enhancements	• The ETCS and all subcomponents shall include the latest E-ZPass Interagency Group (IAG) compatible transponder reader and license plate video capture technology available at the time of implementation.
	Part D – Other Key Terms	
1.	Noncompliance Events	• The P3 Agreement will include performance requirements and define events that constitute noncompliance events during both the D&C Period and the Operating Period, including applicable mitigation, temporary repair, and permanent repair periods, noncompliance points, and corresponding liquidated damages. • If the accumulated noncompliance points exceed certain thresholds set forth in the P3 Agreement, SHA will have the right to increase monitoring of the Developer's performance and require the Developer to prepare a remedial plan, in each case at the Developer's cost and expense.
2.	Compensation Events and Relief Events	• The P3 Agreement will include a customary set of "Compensation Events" and "Relief Events" addressing certain risks, including those expressly identified in this term sheet. • Notice of the occurrence of Compensation Events or Relief Events must be provided within a specified time. • To the extent a Compensation Event or a Relief Event causes delay or impacts the Developer's ability to comply with its obligations, the Developer may claim an extension to applicable deadlines for performance or relief from compliance with its obligations. • The Developer may also claim compensation for adverse impacts of a Compensation Event.

		• The P3 Agreement shall include customary exclusions and conditions to making Compensation Event and Relief Event claims, an obligation on the Developer to mitigate the consequences of a Compensation Event or Relief Event, and customary terms regarding the burden of proof. • Compensation Event and Relief Event claims may be subject to deductibles and risk sharing mechanisms to be set out in the P3 Agreement.
3.	Performance and Payment Security	• On or before financial close, the Developer shall provide, or cause the D&C Contractor to provide: o a performance bond in an amount equal to a percentage of the total value of the Construction Work to be determined by SHA (the "Performance Bond"); and o a payment bond in an amount equal to a percentage of the total value of the Construction Work to be determined by SHA (the "Payment Bond"). • SHA shall determine the amount of the Performance Bond and the Payment Bond based on, amongst other factors, a review of maximum probable loss scenarios, industry standards for high value P3 projects and in compliance with Md. Code Regs. 21.06.07.10.
4.	Termination Compensation	• The P3 Agreement will include industry standard termination and termination compensation terms differentiated by termination scenarios for: o Termination for Convenience; o Termination for SHA Default; o Termination for Developer Default; o Termination for Extended Force Majeure or due to Court Ruling; and o Termination for Failure to Achieve Financial Close.
5.	Appropriations	• All claims of the Developer against SHA or MDTA under the P3 Agreement will be payable solely from: o the toll revenues collected from users of the Project; or o dollars that may be appropriated by the Maryland General Assembly to SHA.

		• The Developer will have no claim against any asset of MDTA, and the Developer will waive any right to enforce a judgment holding MDTA liable against any such asset of MDTA. • All amounts payable by SHA to the Developer under the P3 Agreement will be subject to appropriations by the Maryland General Assembly in accordance with and to the extent required under applicable law. SHA will have customary obligations to seek appropriations sufficient to pay when due any amounts owed to the Developer under the P3 Agreement.
6.	Lender Protections	• The P3 Agreement will include customary lender protections, including a direct agreement with step-in rights.
7.	Competing Facilities	• The treatment of competing transportation facilities will be addressed in the RFP.

Appendix C – Technical and Environmental Data Baseline

This appendix summarizes the environmental history, permitting status, and technical data for the Project.

C.1 Environmental Study and History Milestone Checklist

- June 2020: Draft Environmental Impact Statement (DEIS)
- October 2021: Supplemental Draft Environmental Impact Statement (SDEIS) which focused on new information related to the Preferred Alternative, Alternative 9 – Phase 1 South
- June 2022: Final Environmental Impact Statement (FEIS)
- August 2022: FHWA issued a ROD for the Selected Alternative, Alternative 9 – Phase 1 South
- October 2022: FHWA approved the application for Interstate Access Point Approval (IAPA).
- March 2024: NPS issued a ROD authorizing the use of their lands for the Selected Alternative.

C.2 Environmental Constraints and Footprint Commitments

- LOD Boundaries: The Limits of Disturbance (LOD) define the absolute boundary for all staging, grading, clearing, and stormwater installation. Any proposed design changes causing an expansion of the LOD require formal technical reevaluation and approval by FHWA.
- ROD Mitigation Commitments: Mandatory mitigation terms and commitments detailed in the ROD Appendix A, Table 1 must be fulfilled. Responsibilities will be defined in any P3 Agreement.
- Critical Protected Adjacent Assets: George Washington Memorial Parkway, Clara Barton Parkway, Chesapeake & Ohio Canal National Historical Park, Plummers Island, Washington Aqueduct (National Historic Landmark), Morningstar Tabernacle No. 88 Moses Hall and Cemetery, Cabin John Stream Valley Park, and Booze Creek Stream Valley Park.

C.3 Comprehensive Permitting Matrix & Status

- Clean Water Act Section 401/404: MDE issued the Section 401 Water Quality Certification on May 19, 2023. The Section 404 permit application with USACE remains active; a final permit decision is targeted for Spring 2027.
- Virginia CWA Coverage: The Virginia Department of Environmental Quality (DEQ) confirmed the Selected Alternative qualifies for full coverage under the Virginia Water Protection General Permit 3 (WP3), serving as Virginia's active Section 401 certification.
- Mandatory Referral Status: SHA will advance distinct submissions under MD Code, Land Use § 20-301 to clear land dispositions and mitigation contracts with M-NCPPC.

- Environmental Approvals: SHA remains fully responsible for the FEIS/ROD, Section 4(f) approvals, Section 106 Programmatic Agreements, and Section 7 Endangered Species Act clearances as well as any NEPA reevaluations that are necessary. The Developer may supply information for SHA to use for NEPA reevaluations and environmental approvals.

C.4 Technical Infrastructure & Field Investigation Status

- Existing Structural Data: Existing construction plans, structural design details, and past inspection reports for bridges, retaining walls, small structures, and noise walls are compiled for public and county corridors.
- Traffic & ITS Baseline: Preliminary signing, pavement marking, overhead cantilever sign placement, lighting photometric zones, and localized Intelligent Transportation System (ITS) sensor layouts are currently under development.
- Geotechnical Reporting Data: A comprehensive Geotechnical Data Report (GDR) is assembled in the Data Room, encompassing soil borings, pavement infiltration metrics, rock core logs, laboratory testing, Ground Penetrating Radar (GPR), and Falling Weight Deflectometer (FWD) test lines. Specialist bathymetry, side-scan sonar, and sub-bottom profiling data are provided for the Potomac River structural crossing at the American Legion Bridge.
- Utilities Conflict Mapping: Continuous verification loops are active with public and private utility firms. Utility test hole data, roll plots, and a centralized conflict matrix identifying all known physical asset interferences are prepared for Data Room packaging.
- Right-of-Way Plat Framework: Maryland private boundary surveys and strip acquisition plats are entirely finalized from north of MacArthur Boulevard to south of Seven Locks Road, and are being developed from south of Seven Locks Road to north of Westlake Terrace. Virginia ROW boundaries are governed by VDOT's I-495 NEXT layouts.
- Stormwater Management (SWM) Section Details:
    - Maryland (Potomac River to South of Seven Locks Road): Advanced through initial Concept Review; Plan Review Division (PRD) issued a formal concept Letter of Intent in March 2025 following Concept Submittal #3.
    - Maryland (South of Seven Locks Road to North of Westlake Terrace): Active design development phase encompassing the complex Thomas Branch subterranean box culvert relocation. Both Maryland segments are planned to be consolidated into a single unified PRD submission package once this section achieves concept maturity.
    - Virginia Segment: Drainage designs undergoing refinement to match finalized layouts of the adjacent I-495 NEXT interchange, relying on expanded on-site pond systems and off-site credit banking.