



**MARYLAND DEPARTMENT OF TRANSPORTATION
AND THE MARYLAND TRANSIT ADMINISTRATION**

AND

PURPLE LINE TRANSIT PARTNERS LLC

**2016 EXECUTION VERSION AS MODIFIED
BOOK 2 - TECHNICAL PROVISIONS AMENDMENTS
(SIXTH AMENDMENT)
PART 1, SCOPE OF WORK**

**SIXTH AMENDMENT EXECUTION VERSION
DOCUMENT CONTROL NUMBER: 2021.12.22.7254**

Solely the amendments to the Technical Provisions in connection with the Sixth Amendment to the Agreement are incorporated into the original 2016 Technical Provisions and shown in redline herein. Without limiting the foregoing, no amendment made to the Technical Provisions or Change Orders issued prior to the Amendment Effective Date, nor any Proposal Commitments or ATCs existing prior to such date, is reflected herein, all of which continue in force in the order of precedence set forth in Section 1.2.2 of the Agreement.

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Part 1 – Scope

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1 GENERAL

The planned Project includes a 16.2-mile, 21-Station, east-west, light rail transit (LRT) Transitway that will extend from its western terminus just west of Wisconsin Avenue and the Bethesda Metro Station in Montgomery County to its eastern terminus at the New Carrollton Metro Station in Prince George's County, located just inside the Washington, DC area I-495/Capital Beltway (see Exhibit 1.1).

The Project also includes certain other improvements as generally described in this Part 1 of the Technical Provisions:

- Bethesda Metro Station South Entrance;
- Purple Line Mezzanine Connection;
- Reconstruction of the College Park Metro Kiss-n-Ride and Bus Loop;
- Capital Crescent Trail;
- Montgomery County Green Trail; and
- University of Maryland Bicycle Path.

As planned, the Transitway will be largely at grade with one short tunnel section, three sections elevated on structures, and several bridge structures. The Transitway will operate mainly in dedicated or exclusive lanes, serving five major activity centers just north of Washington, DC: Bethesda, Silver Spring, Takoma-Langley Park, College Park/University of Maryland, and New Carrollton. These activity centers are experiencing active development, and major commercial and residential projects are planned. The Washington DC region's Metrorail system (Metrorail), operated by the Washington Metropolitan Area Transit Authority (WMATA), serves four of these major activity centers, while three of these centers are served by MARC, Maryland's commuter rail system. Amtrak services along its Northeast Corridor connect at New Carrollton. The Project will provide passenger transfer capability at each of the major activity centers; however, the Transitway is physically and operationally independent from the Metrorail and MARC operations, and there are no shared operations and no at grade crossings with these operations.

The transit services that connect at these major activity centers include:

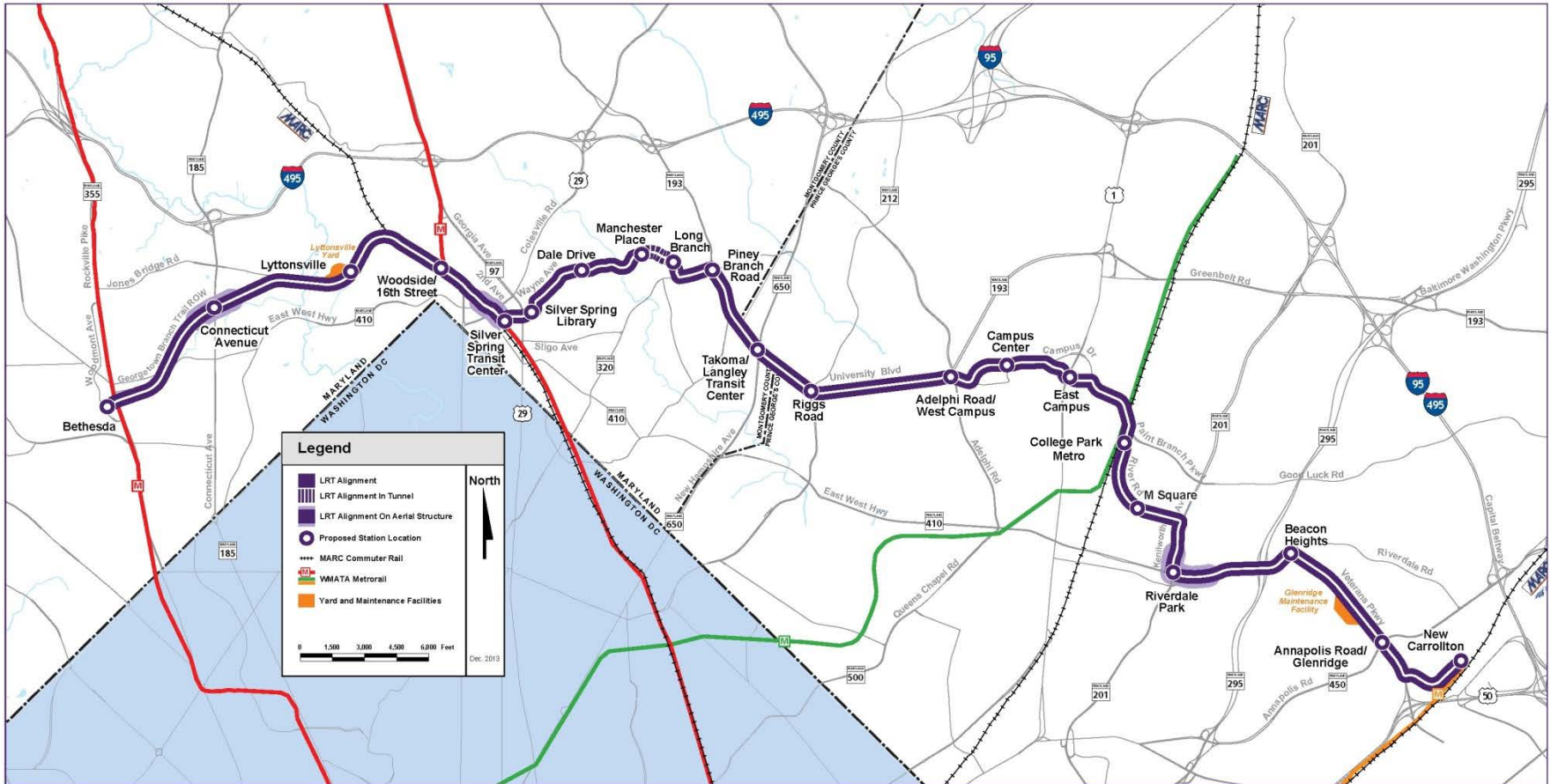
- Bethesda – Metrorail Red Line (west leg), and major bus service hub for WMATA Metrobus and Montgomery County's Ride On services (generally the western terminus of the Project);
- Silver Spring – Metrorail Red Line (east leg), MARC Brunswick Line, as well as major bus hub at Silver Spring Transit Center for WMATA Metrobus and Montgomery County's Ride On services;
- Takoma-Langley Park – a transit center under construction as of the RFP date for WMATA Metrobus, Montgomery County's Ride On bus services, and Prince George's County TheBus services;
- College Park/University of Maryland – Metrorail Green Line, MARC Camden Line, and University of Maryland Shuttle bus system, as well as WMATA Metrobus and Prince George's County TheBus services; and

- New Carrollton – Metrorail Orange Line, MARC Penn Line, Amtrak Northeast Corridor services, and major bus hub for WMATA Metrobus and Prince George’s County TheBus services (generally the eastern terminus of the Project).

In addition to these five centers, there are another 16 Stations serving the residential communities, commercial districts, and institutional establishments between the major activity centers, including three Stations serving the University of Maryland with its approximately 37,000 students (2013), 13,000 employees (2013), and visitors. The Project is expected to attract over 60,000 daily boardings in 2030, with over one-third expected to use Metrorail and/or MARC services for some part of their trip, with the Project typically providing the access or egress connections.

Concessionaire shall finance, develop, design, construct, equip, supply LRVs for, operate and maintain all assets of the Project in accordance with the Contract Documents. See Exhibit 1.1 Project Location Plan.

Exhibit 1.1 Project Location Plan



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2 ALIGNMENT

Concessionaire shall finance, develop, design, construct, equip, supply LRVs for, operate and maintain the Transitway, and finance, develop, design, construct and equip other assets of the Project that will be turned over to other parties for operations and maintenance on and after the Revenue Service Availability Date as described in these Technical Provisions. The Transitway shall consist of a two track configuration along the entire length as shown on the track alignment plans in Book 4 Contract Drawings. The horizontal and vertical position of the tracks, roadways, Stations, facilities, systems, equipment, and other elements are established within the Limits of Disturbance (LOD). Refinement of the alignment, vertical profiles, and lateral and longitudinal position of the Stations and facilities shall be permitted within the defined LOD.

Any such refinement shall not alter the LOD, Project ROW, increase environmental impacts or mitigation requirements, as defined in the ROD, or alter any Project commitments without prior Owner Approval.

Any such refinement shall not alter the configuration of the alignment with respect to at grade versus grade separated intersections and crossings (including configuration of LRT crossing over versus under other facilities) without prior Owner Approval.

2.1 Bethesda to Silver Spring Transit Center (4.3 Miles)

The western end of the Transitway shall begin on the former Georgetown Branch right-of-way in Bethesda. The Georgetown Branch right-of-way crosses under Wisconsin Avenue. On either side of the Wisconsin Avenue bridge over the right-of-way, buildings have been constructed above the right-of-way: the Apex building west of Wisconsin Avenue and the Air Rights building to the east. The western terminus shall include a short section of track extending west outside the Apex building for approximately 100 feet for the provision of safe stopping distance if a Train overruns the Station Platform. The Bethesda Station Platform shall be under the current Apex building.

The Project shall include a new entrance to the Bethesda Metro Station at the south end of the Metrorail Red Line Platform (Bethesda Metro South Entrance), located under Wisconsin Avenue, as shown in Book 4 Contract Drawings, drawings A-101 through A-106 inclusive, A301 and as described in the Bethesda South Entrance Technical Provisions in Book 5 Engineering Data. Concessionaire shall provide a direct connection between the street level at Wisconsin Avenue and Elm Street, the Metrorail Red Line and the Transitway. Concessionaire shall design and construct the shaft, all structural work, MEP, elevators, emergency stairs, and associated facilities at this location, including those at the surface, to provide the direct connection to the southern portion of the Metrorail Red Line Platform. At the Red Line Mezzanine Level the Project shall connect to a mezzanine to be constructed by others on behalf of WMATA within the existing Bethesda Metro Station vault. The Work shall also include improvements and reconstruction on Elm Street. Responsibility for operations and maintenance of the Metrorail Red Line entrance and connection on and after the Revenue Service Availability Date will be as delineated in Book 5 Engineering Data.

The Project shall connect the Transitway Station to elevators serving the south entrance to the Bethesda Metrorail Station. Access to the Transitway's Bethesda Station shall be provided from Woodmont Plaza to the west, from Elm Street, and by means of a sidewalk from the Capital Crescent Trail. This sidewalk from the elevator lobby area adjacent to the Project Station and under the Air Rights building shall provide access to the Transitway Station from the east. The Transitway shall continue east under both Wisconsin Avenue and the Air Rights building. After emerging from under the Air Rights building, the Transitway shall continue in the Georgetown Branch right-of-way, crossing under East-West Highway and passing through the Columbia

Country Club on existing ROW. The alignment through the Columbia Country Club shall be developed in accordance with the Book 4 Contract Drawings.

Continuing along the Georgetown Branch right-of-way, the Transitway shall cross over Connecticut Avenue on a new bridge. The Chevy Chase Lake Station shall be on the east side of Connecticut Avenue, elevated at the level of the Connecticut Avenue bridge with connections to street level provided by stairs and elevators. The Transitway shall continue east, returning to grade, and then pass under a new highway bridge for Jones Mill Road. A new bridge shall carry the Transitway across Rock Creek. The bridge and adjoining abutments shall be developed in accordance with the requirements of Montgomery County's Maryland-National Capital Park and Planning Commission and the National Capital Planning Commission. The Lyttonsville Yard shall be located on the north side of the Transitway, mostly west of the Lyttonsville Place roadway bridge over the Project. The Lyttonsville Station shall be located east of the bridge. Concessionaire shall replace the existing WSSC communications tower located at station 244+00, including associated equipment both on and adjacent to the existing tower in accordance with the requirements described in Book 5 Engineering Data. The tower and equipment work shall be coordinated with WSSC with respect to relocation site within WSSC property, the timing of the relocation, and the duration of any service outages. Continuing east in the Georgetown Branch right-of-way to the CSXT Metropolitan Division right-of-way, the Transitway shall continue parallel to the CSXT Metropolitan Division right-of-way on the southwest side.

The Transitway shall pass under the modified or reconstructed bridges at Talbot Avenue, 16th Street, and Spring Street within or adjacent to the CSXT right-of-way. The Woodside Station shall be just east of the 16th Street Bridge. East of the Falkland Chase Apartments, the Transitway shall cross over the WMATA Metrorail / CSXT tracks on an aerial structure and enter the Silver Spring Transit Center (SSTC) parallel to, but higher than, the existing CSXT/Metrorail tracks level. The Transitway's SSTC Station Platform shall be located between the SSTC and the existing CSXT railroad tracks. The Project shall include a new connection between the Transitway's SSTC Station Platform and the southern portion of the WMATA Metrorail Red Line Silver Spring Station Platform (Purple Line Mezzanine Connection with South End of Metrorail Red Line Silver Spring Station Platform), as shown in Book 4 Contract Drawings, drawing A1.2. Concessionaire shall provide Silver Spring Metrorail mezzanine and connecting bridge, architectural enclosure, station kiosk including all monitoring and control equipment, vertical circulation (escalators, stairs, and elevators) and associated plumbing, electrical mechanical, and communications systems and connections to existing WMATA facilities in accordance with WMATA design criteria. Concessionaire shall provide conduit for power and communications cables to all the WMATA fare equipment that is included in this connection (provision, installation and test of WMATA fare equipment will be by others). Concessionaire shall provide capacity in the station electrical power distribution system for all WMATA fare system equipment and circuit breakers in an electrical power distribution panel for each item of the WMATA fare equipment included in this connection. The Project alongside and over the CSXT and WMATA facilities shall be developed in accordance to the Third Party Agreement Requirements. Operations and maintenance of the connecting bridge and Silver Spring Metrorail mezzanine between the Purple Line Silver Spring Transit Center Station and Metrorail Red Line on and after the Revenue Service Availability Date will be the responsibility of WMATA. The current delineation of the WMATA operations and maintenance areas and that of the Concessionaire is provided in the Contract Documents. The final delineation of such areas is subject to the final design of Project.

2.2 Silver Spring Transit Center to Takoma/Langley Transit Center (3.2 Miles)

East of the SSTC, the Transitway shall turn eastward and descend to grade on the south side of Bonifant Street in dedicated lanes. The Transitway shall cross Georgia Avenue at grade, shifting

to the north side of Bonifant Street with Track 1 in a mixed-use lane and Track 2 in a dedicated lane. Just before reaching Fenton Street, the Transitway shall turn north to pass through a space established for the Transitway in the Silver Spring Library building (under construction as of 2014) for the alignment and a Station, and enter the intersection of Fenton Street and Wayne Avenue. The Transitway shall continue along Wayne Avenue in Mixed-Traffic Alignment in the center of the existing roadway. The Project shall have a Station in the center of Wayne Avenue east of Dale Drive. The Transitway shall continue along Wayne Avenue.

After crossing the intersection of Sligo Creek Parkway, the Transitway shall enter the tunnel from Wayne Avenue east of Manchester Road. The Transitway includes a Manchester Place Station which shall be located in the portal of the tunnel and accessed both at grade from Wayne Avenue and by stairs and elevators from Plymouth Street above. The Transitway shall emerge from the tunnel on the south/west side of Arliss Street in dedicated lanes and shall continue to the intersection of Piney Branch Road. The Long Branch Station shall be on the west side of Arliss Street near this intersection.

The Transitway shall run in the median of Piney Branch Road in dedicated lanes to the intersection with University Boulevard. Piney Branch Road shall be widened by Concessionaire to accommodate the two new transit lanes.

The Piney Branch Station shall be in the median of University Boulevard at this intersection. The Transitway shall continue south in dedicated lanes in the median of University Boulevard to a Station at the intersection with New Hampshire Avenue, adjacent to the Takoma-Langley Transit Center, currently under construction as of 2014 by the Owner at the northwest corner of the intersection of University Boulevard and New Hampshire Avenue. On University Boulevard the Transitway shall be placed in the two existing center traffic lanes.

2.3 Takoma-Langley Transit Center to College Park-University of Maryland Metro Station (4.0 Miles)

Continuing along University Boulevard, the Riggs Road Station shall be in the median of University Boulevard on the west side of the Riggs Road intersection. The design shall accommodate a future pocket track immediately west of the Riggs Road Station with storage for, at minimum, a 200 foot long Train. The Transitway shall continue on University Boulevard, crossing Adelphi Road at grade to enter the University of Maryland (UMD) campus. The Adelphi Road/West Campus Station shall be located directly across from the UMD University College facility and at the entrance of the UMD campus.

The Transitway shall turn left at Presidential Drive and follow a future extension of Union Drive, as shown in the UMD 2011-2030 Facilities Master Plan, in an area which currently contains parking lots to connect to the existing Union Drive and continue to Campus Drive. The Campus Center Station shall be located adjacent to the Cole Student Activities Building. The Transitway shall continue on Campus Drive to Regents Drive. Campus Drive shall be rebuilt by Concessionaire as a three-lane roadway, with the outside lanes shared by Purple Line System LRVs and buses operated by other service providers, and the center lane as a one-way lane for general traffic and a managed lane during special events on campus. The Transitway shall continue at grade in a new exclusive Transitway from Regents Drive, along the parking lots adjacent to the Armory, behind the Visitors Center to Rossborough Lane. The traffic circle at Campus Drive and Regents Drive shall be converted into a four-legged intersection and the "M" currently located in the center of the existing traffic circle shall be relocated to the east of the intersection.

The Transitway shall cross US 1 at grade on Rossborough Lane. The East Campus Station will be on Rossborough Lane just east of US 1. The Transitway shall continue east to Paint Branch Parkway in dedicated lanes along the curb and shall continue on Paint Branch Parkway in

Mixed-Traffic Alignment. Immediately east of the existing College Park-UMD Metro Station parking garage, the Transitway shall turn and enter the College Park-UMD Metro Station area and shall run adjacent to, but independent of, the Metrorail tracks. The Transitway's College Park-UMD Station shall be located south of the existing Metrorail Station entrance. The Project shall replace the displaced WMATA bus access and loop facilities as required (Reconstruction of the College Park Metro Kiss-n-Ride and Bus Loop). Operations and maintenance of the replacement bus access and loop facilities on and after the Revenue Service Availability Date will be the responsibility of WMATA. The current delineation of the WMATA operations and maintenance areas and that of the Concessionaire is provided in the Contract Documents. The final delineation of such areas is subject to the final design of the Project. The Transitway shall turn toward River Road.

The Project on UMD campus shall be developed in accordance with the Third Party Agreement Requirements and as described in the Contract Documents.

2.4 College Park-UMD Metro Station to New Carrollton Metro Station (4.7 Miles)

A pocket track with a minimum of a 200-foot LRV storage track shall be located immediately east of the College Park - UMD Metro Station. The Transitway shall run parallel to the south side of River Road from River Tech Court to Haig Drive. The M Square Station shall be located immediately west of Haig Drive. The existing traffic circle at the intersection of Haig Drive and University Research Court with River Road shall be replaced with a signalized intersection. The Transitway shall continue along the side of River Road, cross over the Northeast Branch, and turn right into the median of Kenilworth Avenue. The Transitway shall rise on an aerial structure that begins near Quesada Street and shall continue over the intersection of Kenilworth Avenue and East West Highway where it shall then turn left onto the south side of Riverdale Road. The Riverdale Park Station shall be on the elevated structure just east of the intersection of Kenilworth Avenue and East West Highway. The Transitway shall return to grade in dedicated lanes adjacent to Riverdale Road on the south side and shall then pass under the Baltimore-Washington Parkway. The existing bridges of the Baltimore-Washington Parkway over Riverdale Road shall be lengthened to accommodate the Project. Design and construction of the lengthened bridges and the Transitway within the US National Park Service (USNPS) property shall be performed in accordance with the USNPS Record of Decision and the Section 106 Programmatic Agreement. The Beacon Heights Station shall be immediately west of the intersection of the Project with Veterans Parkway.

The Transitway shall turn eastward at Veterans Parkway and continue on the south side of the roadway. The Glenridge Maintenance Facility shall be located at and adjacent to the current site of the Maryland-National Capital Park and Planning Commission (M-NCPPC) Northern Area Maintenance—Glenridge Service Center, which will be relocated by others. The Transitway shall cross Annapolis Road at grade to arrive at the Annapolis Road Station. The Transitway shall continue along the south side of Veterans Parkway and turn left at Ellin Road, and travel in the outside lanes of Ellin Road in Mixed-Traffic operations to arrive at the Transitway's eastern terminus at the New Carrollton Metrorail Station. The Project shall replace the existing WMATA bus access and loop, and kiss-and-ride and park-and-ride facilities displaced by the Project. The Project shall also demolish a portion of the existing pedestrian overpass to the existing IRS building on the west side of Ellin Road that is affected by the Project, and replace the horizontal and vertical circulation facilities. The Project shall extend the existing pedestrian tunnel connecting with the Metrorail and Amtrak Platforms and provide the vertical circulation connection between the extended tunnel and the surface. Operations and maintenance of the replacement bus access and loop, kiss and ride facility, parking facilities, and modified pedestrian tunnel on and after the Revenue Service Availability Date will be the responsibility of WMATA. The current delineation of the WMATA operations and maintenance areas and that of

the Concessionaire is provided in the Contract Documents. The final delineation of such areas is subject to the final design of the Project.

3 TRAILS

3.1 Capital Crescent Trail

As part of the Project, Concessionaire shall design and construct the Capital Crescent Trail (CCT), replacing the current interim trail, within the Georgetown Branch right-of-way for a distance of 3.3 miles between Bethesda and the CSXT Metropolitan Division. At the junction with the CSXT, the trail shall continue parallel to the CSXT Metropolitan Division right-of-way on the southwest side to the Talbot Avenue Bridge. The trail will cross the CSXT Metropolitan Division right-of-way on the replacement Talbot Avenue Bridge. The trail shall continue parallel to the CSXT Metropolitan Division of the northeast side to the SSTC.

Concessionaire shall design and construct the CCT between Bethesda and Silver Spring concurrently with the design and construction of the Transitway. The CCT will be owned, operated, and maintained by Montgomery County no later than Final Completion. Montgomery County has established certain design requirements, including, at a minimum, trail width, surface type, and inclusion of additional amenities such as lighting, as defined in the Third Party Agreement Requirements, the applicable Montgomery County design standards, and other Contract Documents.

The portion of the CCT designed and constructed by Concessionaire shall be a paved trail, generally 12 feet wide with 2-foot unpaved shoulders, except that it may be narrower in locations where the width is physically constrained. The trail shall be separated from the Project Transitway by 10-foot landscaped buffers, except where site or other constraints necessitate a modification to this requirement.

At Bethesda Station, the Project shall include a sidewalk connection from the CCT to the Bethesda Station Platform to enable pedestrians to access the Project Station, the elevators to the Metrorail Red Line Station and Elm Street, and to continue to Woodmont Plaza via the Transitway Station Platform. Montgomery County will be responsible for constructing the at-grade connection between the CCT in Bethesda and Elm Street Park.

From Elm Street Park on the south side of the Project ROW, the CCT shall cross over the Transitway on an elevated structure. Once on the north side of the Transitway the trail shall descend to ground level. Between a location just east of Pearl Street and Rock Creek, the trail shall be on the north side of the Transitway.

The CCT shall cross over Connecticut Avenue on a separate bridge adjacent to the Transitway and shall provide pedestrian and bicycle access to the Chevy Chase Lake Station. The trail shall continue east, passing under Jones Mill Road and crossing Rock Creek on a separate bridge that shall be at a lower elevation than the Transitway bridge to allow unobstructed views of the Rock Creek valley to the south. Concessionaire shall coordinate the design and aesthetics of the bridge and adjoining abutments with Montgomery County Maryland-National Capital Parks and Planning Commission and the National Capital Planning Commission. After crossing Rock Creek, the CCT shall pass under the Transitway to the south side.

Between Bethesda and Stewart Avenue in Lyttonsville, the CCT shall parallel the Transitway in a similar location as the existing trail. The trail shall follow the Transitway until crossing to the northeast side of the CSXT right-of-way via a new Talbot Avenue Bridge constructed by Concessionaire. The trail will continue along the northeast side of the CSXT Metropolitan Division to the Silver Spring Transit Center.

3.2 Montgomery County Green Trail

Concessionaire shall reconstruct the existing Montgomery County Green Trail along the north side of Wayne Avenue between Fenton Street and Cedar Street and shall construct a new

segment of the Green Trail along the north side of Wayne Avenue between Cedar Street and its connection to the Sligo Creek Trail along Sligo Creek Parkway. The Green Trail shall be owned, operated, and maintained by Montgomery County no later than Final Completion. Montgomery County has established certain design elements, including, at a minimum, trail width, surface type, and inclusion of additional amenities, such as lighting, as defined in the Third Party Agreement Requirements, Montgomery County design standards, and other Contract Documents.

3.3 University of Maryland Bicycle Path

The Concessionaire shall design and construct a bicycle path paralleling the Purple Line System from the intersection of Campus Drive and Presidential Drive to US Route 1, including pedestrian-style lighting in areas that are currently unlit. No later than Final Completion of the bicycle path (together with the transfer of all applicable warranties to the University), the University will own the bicycle path and operate, maintain, and replace it at the University's sole cost.

4 STATIONS

The Transitway shall include the 21 Stations summarized in Exhibit 4.1. Station vertical style and Platform type shall be as shown in Exhibit 4.1. Station horizontal and vertical location shall be as shown in the Book 4 Contract Drawings except that Concessionaire may adjust the location of the Stations along the Transitway alignment within the LOD only as approved by Owner.

Concessionaire shall design Platforms to not less than 200' in length available for boarding and alighting. Concessionaire may construct Platforms to the length required for boarding and alighting from all doors of the maximum length Train at Service Level 3 and meeting the LOS requirements of Part 2B, Section 8.3.7 of the Technical Provisions, provided that Concessionaire shall not preclude future extension of the Platforms to the full 200' length. At grade-separated stations, Concessionaire shall in all cases construct VCE in the quantities and locations shown in the Contract Drawings, regardless of reduced platform length.

Exhibit 4.1 Project Stations	Location	Vertical Style	Platform Type
Bethesda	Georgetown Branch ROW and Elm St., west of Wisconsin Ave., under Apex Building	Under Building	Center
Chevy Chase Lake/ Connecticut Ave.	Georgetown Branch ROW at Connecticut Avenue	Aerial	Side
Lyttonsville	Georgetown Branch ROW at Lyttonsville Place	At Grade	Center
Woodside/16th Street	South of CSXT ROW at 16th Street	At Grade	Side
Silver Spring Transit Center	Silver Spring Metrorail Station	Aerial	Center
Silver Spring Library	Wayne Avenue and Fenton Street	At Grade	Side
Dale Drive	Wayne Avenue at Dale Drive	At Grade	Center
Manchester Place	Wayne Avenue between Manchester Road and Manchester Place	Tunnel Portal	Side
Long Branch	Arliss Street at Piney Branch Road	At Grade	Side
Piney Branch Road	University Blvd. and Piney Branch Road	At Grade	Center
Takoma/Langley Transit Center	University Blvd. and New Hampshire Ave.	At Grade	Center
Riggs Road	University Boulevard and Riggs Road	At Grade	Center
Adelphi Road/West Campus	Campus Drive and Adelphi Road	At Grade	Center
Campus Center	Campus Drive at Cole Student Activities Building	At Grade	Side
East Campus	Rosborough Lane at US 1	At Grade	Side
College Park Metro	River Road at College Park—UMD Metro Station	At Grade	Center
M Square	River Road at Haig Drive/ University Research Court	At Grade	Side
Riverdale Park	Kenilworth Avenue and MD 410	Aerial	Side
Beacon Heights	Riverdale Road at Veterans Parkway	At Grade	Side
Annapolis Road/Glenridge	Veterans Parkway at Annapolis Road	At Grade	Side
New Carrollton	Ellin Road at New Carrollton Metro Station	At Grade	Center

5 FACILITIES

The Project includes facilities that are a Part of the Purple Line System, support the activities of the Purple Line System, and that are included in Third Party Agreements. Concessionaire shall be responsible for certain facilities at Owner's discretion in accordance with Section 14 of the Agreement as identified in this Part 1, Section 5 of the Technical Provisions.

5.1 Operations and Maintenance Facilities

The Project includes certain activities required for the Purple Line System to be performed at one or more Operations and Maintenance Facilities (OMF). Two sites for the facilities have been identified at Lyttonsville in Montgomery County and at Glenridge in Prince George's County.

5.1.1 Glenridge

Any facility at this location shall be developed in accordance with Part 2B, Section 7 of the Technical Provisions.

Concessionaire shall provide a roadway connection comparable to the existing roadway connection between MD 410 (Veterans Parkway) and the Glenridge Center, a retail facility at the western corner of MD 410 and MD 450 (Annapolis Road) intersection.

5.1.2 Lyttonsville

Any facility at this location shall be developed in accordance with Part 2B, Section 7 of the Technical Provisions.

5.2 University of Maryland, College Park Maintenance Facility

Concessionaire shall demolish a University of Maryland, College Park maintenance facility referred to as Building 212. If directed by Owner and in accordance with Section 14 of the Agreement, Concessionaire shall relocate and provide, including outfitting, a facility that serves similar maintenance functions of the University of Maryland, College Park to the Severn Building or another site in accordance with Part 1, Section 8.1 of the Technical Provisions.

5.3 Police Facility

Concessionaire shall construct a police facility if directed by Owner in accordance with Section 14 of the Agreement.

5.4 Parks & Planning Commission Maintenance Facility

Concessionaire shall provide a Prince George's County Department of Parks Maintenance Facility if directed by Owner in accordance with Section 14 of the Agreement. Such maintenance facility may be located at the site referred to as "Polk Street" or other site as designated by Owner.

6 VEHICLES AND SYSTEMS

6.1 Light Rail Vehicles

Concessionaire shall provide ADA-compliant, bi-directional LRVs with a minimum 70 percent low floor to enable level boarding with all Station Platforms. The LRVs shall meet the requirements of Part 2B, Section 12 of the Technical Provisions

6.2 Systems

6.2.1 General

Concessionaire shall analyze the existing electromagnetic levels prior to commencing Construction Work and develop system designs that do not cause interference to the outside environment, do not cause interference to one another, and are not subject to reduced reliability due to outside interference.

Concessionaire shall evaluate the Purple Line System's operational availability and reliability requirements and assign appropriate availability and reliability requirements to each element. Concessionaire shall then design each element to meet the assigned reliability and availability needs.

Concessionaire shall perform hazard analyses, and threat and vulnerability assessments, and design all assets to eliminate or mitigate all identified risks and hazards.

Concessionaire shall test all assets, including various levels of integrated testing, to demonstrate that the Project can perform in accordance with all required performance, functional, safety reliability, and availability requirements.

6.2.2 Train Control System

Concessionaire shall provide a Vital Train control system for the exclusive and some semi-exclusive areas of the alignment to provide bi-directional control with integral automatic Train protection and Train-to-wayside communication. Functionality shall include:

- enforcement of Train separation, including collision prevention;
- route control at interlockings;
- activation of grade crossings;
- interface to traffic signals at street crossings;
- enforcement of maximum speed limits;
- interface to the Station variable message signs for next Train arrival information; and
- interface to OCC for control and supervision.

For some semi-exclusive portions of the alignment and the shared-use portions of the alignment, the Train control system shall provide Vital control of interlocking routes and enforce zone speed limits. Bar signals shall be used to indicate to the Train operators that the vehicle can proceed at the traffic intersections. Automatic vehicle location shall be provided to report Train locations to the OCC and to drive next Train arrival signs at Stations.

6.2.3 Traction Power Substations

Concessionaire shall provide traction power substations as required to support specified headways with maximum length Trains. Concessionaire shall perform load flow calculations to determine system operating voltage, substation locations, and substation capacities.

Separate traction power substations shall be provided for mainline sections, yards, and shops. Special substation architectural treatments will be required at some locations to blend the substations into their surroundings.

All necessary duct banks and cables shall be provided to connect the substations to the Overhead Contact System (OCS).

6.2.4 Overhead Contact System

Concessionaire shall provide an OCS to carry traction power from the Traction Power Substations (TPSS) to the LRVs. The type of OCS used shall be determined by the characteristics of the alignment and may be auto tensioned simple catenary or fixed termination single contact wire.

OCS poles shall be epoxy-coated or weathering steel tapered tubular poles when the Transitway is immediately adjacent to the CCT and epoxy-coated tapered tubular steel poles along the remainder of the Transitway except where additional architectural treatment is required by architectural requirements or Third Party Agreement Requirements and where wide flange poles are permitted. Wide flange epoxy painted or galvanized poles may be used in the yards.

Joint use OCS poles shall be considered by Concessionaire when possible for lighting and traffic lights to reduce the total number of poles.

6.2.5 Communications Systems

Concessionaire shall provide communications systems to support Project operations and functionality as follows:

- Communications Infrastructure Backbone (CIB) networks, including an independent Purple Line System network and an extension of the MDOT network. The Purple Line System network shall carry the operational data and telephony traffic, shall not extend beyond the LOD, and shall have no connections outside of the Purple Line System. The MDOT network shall carry the security and fare collection data. A Wi-Fi network shall be provided to be used for down loading CCTV and telemetry data from the vehicles. The Wi-Fi system may also be used for other non-vital data transmission;
- telephone systems shall include the administrative telephones, the Wayside Emergency Telephones (WET), and the Station Emergency Telephones (SET);
- radio system for voice and data communications throughout the alignment;
- Public Address (PA) and Variable Message Signs (VMS) at the Stations. PA shall be provided for the yard buildings; and
- systemwide duct bank shall carry the CIB network fiber optics, the Train control/signaling cables, and the local communications cables.

6.2.6 Control and Monitoring Systems

Concessionaire shall provide two control centers: a primary Operations Control Center (OCC) and a Backup Operations Control Center (BOCC). The OCC and BOCC shall be at geographically separate locations, and both shall provide the ability to control and supervise the Purple Line System.

Concessionaire shall provide systems support for an Owner Security Center to include workstations for CCTV, Train location overview diagram, intrusion alarms, and fire alarms.

Concessionaire shall provide a control system for Train Traffic Management (TTM) and for Supervisory Control and Data Acquisition (SCADA). Certain functionalities for these systems are defined and others shall be determined by Concessionaire based on a concept of operation for the Project.

Concessionaire shall provide local network connectivity to tie the control centers and the Security Center to all local equipment and systems to be controlled and monitored.

6.2.7 Fire and Security Systems

Concessionaire shall provide a Fire Management System (FMS) to detect fire and smoke conditions and issue alarms. A Fire Management Panel shall be provided at underground and Aerial Stations and be able to monitor and control select devices and systems including:

- tunnel and Station emergency ventilation;
- fire and smoke detection and suppression;
- intrusion access (lock/unlock);
- vertical circulation elements (elevators and escalators); and
- public address through microphone access.

Concessionaire shall provide an access control and intrusion detection system to monitor entry into non-public areas of the Project and to detect unauthorized entries. The system shall provide alarms and detect trouble conditions at Station rooms; wayside enclosures; end of Platform gates; emergency exits and hatches; areas of refuge; ticket vending machines; windows; cabinets and panels; ducts, gratings, and louvers; and Station entrances and related areas and equipment.

Concessionaire shall provide a CCTV camera system to monitor public areas of the Project and certain key non-public areas. The CCTV system shall be integrated with Owner's existing CCTV system on WMATA Metro, MTA Central Light Rail, and MARC and shall be monitored by Owner's Security Center. CCTV images of Station areas shall also be provided to the control centers. Concessionaire shall share some CCTV signals with third parties and shall be responsible for making the technical interface to those third-party systems.

6.2.8 Transit Signal Priority or Pre-emption (TSPP)

Concessionaire shall provide new traffic signal controllers and new traffic signal devices, including bar signals for Trains and supplementary indicators for street traffic. Concessionaire shall coordinate testing of all devices with the applicable AHJ.

Concessionaire shall interface Train locations with the traffic signal systems to request TSPP at each applicable intersection.

6.2.9 Fare Collection

Concessionaire shall provide fare vending and validation equipment at each passenger Station and mobile fare verification equipment for Owner's fare inspectors.

Concessionaire shall connect the fare vending equipment into a networked system and enable validation of debit and credit cards.

7 OPERATIONS, MAINTENANCE, HANDBACK REQUIREMENTS

Concessionaire shall establish a program to ensure a safe and reliable transit system and shall operate and maintain the Purple Line System with the main objectives of maximizing public safety, service availability, and system reliability. Concessionaire shall coordinate, plan, and perform the O&M Work required under the Contract Documents in a manner that will provide safe conditions for Users, personnel, and the public who come in contact with the Purple Line System.

Concessionaire shall perform O&M Work and monitor the Purple Line System 24 hours per day, seven days per week and operate service in accordance with the service requirements established by the Contract Documents. In particular, Concessionaire shall provide Incident and Emergency Response and emergency repair 24 hours per day, seven days per week. Concessionaire shall provide the appropriate staffing levels for the hours of operation set forth in the Contract Documents and shall be available to assume these responsibilities from the start of Trial Running until the end of the Term.

From the start of Trial Running until the end of the Term, Concessionaire shall undertake and be responsible for all O&M Work within the O&M Limits. The O&M Limits shall include all of the following:

- the Purple Line System;
- the areas delineated by the maintenance delineation drawings included in Book 5 Engineering Data;
- the following public roadways owned by Third Parties, to the extents and limits as may be further defined in the Third Party Agreement Requirements:
 - *Ellin Road from MD 410 – Veterans Parkway to MD 450 – Annapolis Road in Prince George’s County;*
 - *Paint Branch Parkway from Rosborough Road to the CSXT overpass and from the CSXT Overpass to River Road in Prince George’s County;*
 - *Campus Drive from Adelphi Road to Mowatt Lane;*
 - *Wayne Avenue from east of US 29 – Georgia Avenue to and including the intersection of Wayne Avenue and Flower Avenue in Montgomery County;*
 - *Bonifant Street from and including its intersection with Ramsey Avenue to the west side of US 29 – Georgia Avenue, and from the east side of US 29 – Georgia Avenue to and including its intersection with Fenton Street in Montgomery County.*
- on the CCT Trail, the trunk lines and lateral conveyances, as well as the drainage elements connected to these trunk lines and lateral conveyances (i.e., inlets, manholes, etc.), which carry the storm water contributed by the CCT;
- Structures, retaining walls and ground mounted noise walls as assigned for O&M Work in Exhibits 3.10, 3.11 and 3.12 of Part 2B in the Technical Provisions;
- storm water management facilities constructed or modified as part of the Project except as assigned to others by the Third Party Agreement Requirements;
- except as otherwise required by this Section or the Third Party Agreement Requirements, within County roadways where Trains operate in areas of Dedicated

Alignment or in shared traffic lanes, the O&M Limits shall be back of outside curb to back of outside curb;

- except as otherwise required by this Section or the Third Party Agreement Requirements, in areas where Trains operate in a median Dedicated Alignment the O&M Limits shall include the entire median from inside of median curb to inside of median curb;
- Project elements required to be maintained by Third Party Agreement Requirements; and
- Project elements required to be maintained by Owner Utility Agreements.

From commencement of Construction Work on Paint Branch Parkway until the end of the Term, Concessionaire shall undertake and be responsible for all O&M Work for the Paint Branch Parkway pumping station and associated conveyance systems.

The O&M Limits shall exclude:

- CCT (except that Concessionaire shall maintain the trunk lines and lateral conveyances, as well as the drainage elements connected to these trunk lines and lateral conveyances (i.e., inlets, manholes, etc.), which carry the storm water contributed by the CCT);
- Montgomery County Green Trail;
- Project elements specifically excluded by the Third Party Agreement Requirements; and
- Project elements specifically excluded by the Owner Utility Agreements.

The scope of the O&M Work to be provided by Concessionaire is described in Part 3 of the Technical Provisions and shall include:

- performing the management and coordination, operations, maintenance and cleaning within the O&M Limits for the duration of the Term;
- performing the asset management and Renewal Work;
- performing Incident Response, Emergency Response and Emergency repair; and
- performing 24 hours per day, seven days per week monitoring.

O&M Work shall exclude:

- policing; and
- fare enforcement.

Concessionaire shall manage the Project assets in accordance with an Asset Management Plan and Renewal Work plan.

8 THIRD PARTY AGREEMENT REQUIREMENTS

Owner has entered, or will enter, certain Third Party Agreements to facilitate the design, construction, equipping, maintenance and operation of the Project. In prosecuting the Work, Concessionaire shall comply with the Third Party Agreement Requirements and refrain from taking any action that would cause Owner to be non-compliant with its obligations under the Third Party Agreements. Complete copies of the Third Party Agreements, including amendments, developed as of the New Setting Date have been provided to Concessionaire, either in draft or in executed form, as Reference Documents.

Each Third Party Agreement Requirement identified below is hereby incorporated into the Contract Documents as though made a part of these Technical Provisions, except to the extent expressly specified below; provided, however, that section headings from the Third Party Agreements identified below have been provided solely for clarity and are not themselves incorporated into the Contract Documents.

The Concessionaire is solely responsible to satisfy the Third Party Agreement Requirements in performing the Work. Where a Third Party Agreement Requirement identifies an obligation of "MTA," "MDOT," "the Project," "Owner," "Concessionaire," or "contractor," that obligation shall be deemed to be an obligation of the Concessionaire, unless the applicable Third Party Agreement otherwise expressly provides. Specifically, the Concessionaire shall be responsible to comply and ensure compliance with the Third Party Agreement Requirements identified below by reference to the applicable Third Party Agreement.

8.1 University of Maryland

8.1.1 University of Maryland Memorandum of Agreement

Owner and the University of Maryland (UMD), College Park, have entered into a Memorandum of Agreement dated March 9, 2016 (as amended, the "UMD MOA"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE II PROJECT DESCRIPTION, in its entirety;
- ARTICLE IV RIGHT OF WAY AND REAL ESTATE, excluding cost of improvements to the Severn Building;
- ARTICLE V RESPONSIBILITY FOR PROJECT COSTS, in its entirety;
- ARTICLE VI DESIGN AND CONSTRUCTION, in its entirety;
- ARTICLE VII DESIGN REVIEW & APPROVAL, in its entirety;
- ARTICLE VIII DESIGN AND CONSTRUCTION – ADDITIONAL MTA OBLIGATIONS, in its entirety;
- ARTICLE IX BETTERMENTS AND DIRECTED CHANGES, in its entirety;
- ARTICLE X OPERATIONS AND MAINTENANCE, in its entirety;
- ARTICLE XI SAFETY AND SECURITY, in its entirety;
- ARTICLE XII AUTOMOBILE, PEDESTRIAN, AND BICYCLE MOVEMENT AND PARKING ON CAMPUS, in its entirety;

- ARTICLE XIII MINIMIZING INTERFERENCE WITH UNIVERSITY RESEARCH FACILITIES, in its entirety;
- ARTICLE XIV UTILITIES, STORMWATER MANAGEMENT, AND ENVIRONMENTAL MITIGATION, in its entirety;
- ARTICLE XV CAMPUS DESIGN, PLANNING AND GROWTH, in its entirety;
- ARTICLE XVI INSURANCE AND INDEMNIFICATION, in its entirety;
- ARTICLE XVII NOTICES AND COMMUNICATIONS, only Sections B, C, and D, in their entirety;
- ARTICLE XVIII GENERAL PROVISIONS, only Sections A (first sentence only), B, C, E, H, I, and K.2, K.3, and K.4, in their entirety;
- FAMOA, Items 1 through 6, in their entirety;
- EXHIBIT A CAMPUS SURFACE ALIGNMENT, in its entirety;
- EXHIBIT B DESCRIPTION OF CAMPUS, in its entirety;
- EXHIBIT E UNIVERSITY MANDATORY REQUIREMENTS, in its entirety;
- EXHIBIT F CONTRACT DESIGN, in its entirety;
- EXHIBIT G LOCATIONS OF PERPETUAL EASEMENTS, in its entirety;
- EXHIBIT H FORM OF RIGHT OF ENTRY PERMIT, in its entirety;
- EXHIBIT I RIGHT OF WAY PLAN STA TRK1 653+50 TO STA TRK1 [sic] 644+50, in its entirety;
- EXHIBIT J NEW LOCATION OF THROWING FIELDS, in its entirety;
- EXHIBIT L CAMPUS CORE AREA, in its entirety;
- EXHIBIT M NPDES STORMWATER PERMIT, in its entirety; and
- EXHIBIT N FACILITIES MASTER PLAN 2011-2030, in its entirety.

8.1.2 Research Facilities Management Plan

Owner and UMD College Park, have agreed the Research Facilities Management Plan effective July 21, 2017, as contemplated by Article XIII.B of the UMD MOA. The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The Research Facilities Management Plan, in its entirety.

8.1.3 First Amendment to the UMD MOA

Owner and UMD College Park have entered into a First Amendment to the UMD MOA dated August 30, 2018. The following provisions therefrom are Third Party Agreement Requirements

and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- Items 1 through 6, including applicable recitals, in their entirety, **except** for MTA's obligation to pay UMD \$400,000.00 as referenced in Item 4.

8.1.4 Second Amendment to the UMD MOA

Owner and UMD College Park have entered into a Second Amendment to the UMD MOA dated May 7, 2018. The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- Items 1 through 4, including applicable recitals, **except for** MTA's obligation to pay UMD for the purchase and installation of the Analog Gateways.

8.2 Maryland-National Capital Park & Planning Commission (Montgomery County)

8.2.1 MNCPPC-MC MOA

Owner and the Maryland-National Capital Park & Planning Commission acting through the Montgomery County Departments of Parks and Planning (M-NCPCC – MC) have entered into a Memorandum of Agreement dated April 8, 2016 (“MNCPPC-MC MOA”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE II PROJECT DESCRIPTION, in its entirety;
- ARTICLE IV PROJECT EXECUTION PLAN, in its entirety;
- ARTICLE V REVIEW AND APPROVAL OF THE PROJECT AND THE MONTGOMERY PARKS PROJECTS, in its entirety;
- ARTICLE VI REVIEW AND APPROVAL OF THE PROJECT AND THE PARKS PROJECT, in its entirety;
- ARTICLE VII PROCEDURES FOR INSPECTION AND ACCEPTANCE OF CONSTRUCTION WORK PERFORMED ON PARKS PROPERTY, in its entirety;
- ARTICLE VIII PROVISIONS REGARDING STORMWATER MANAGEMENT, in its entirety;
- ARTICLE IX SPECIAL PROVISIONS REGARDING PARKS PROJECTS, in its entirety;
- ARTICLE XI REAL ESTATE AND RIGHT-OF-WAY, in its entirety, **except** for Sections A, C, D, E, I and J, in their entirety;
- ARTICLE XII, in its entirety;
- ARTICLE XIII GENERAL PROVISIONS, Sections A, B, E, G, H, I, K, L, N, O, W, and X in their entirety;
- ARTICLE XIV NOTICES AND COMMUNICATIONS, Sections B, C, D, and E, in their entirety;

- EXHIBIT B Section 4(f) Letters, in its entirety;
- EXHIBIT D MTA Technical Provisions Book 2, Part A, Section 10.4, in its entirety;
- EXHIBIT E Substantial/Final Completion P3 Agreement, paragraphs 7.10.3 – 7.14, in their entirety;
- EXHIBIT F Long Branch Sector Plan p. 29, in its entirety;
- EXHIBIT I (eye) Montgomery County Planning Board Mandatory Referral Recommendations, in its entirety;
- EXHIBIT K MD 320 Piney Branch Road, in its entirety;
- EXHIBIT L KenGar [sic] Soccer Field Layout, in its entirety; and
- EXHIBIT N Meadowbrook Annex Replacement Area (i.e., Talbot Street), in its entirety.

8.2.2 MNCPPC-MC Access Agreement

MTA and MNC-PPC MC have entered into an Access Agreement dated January 30, 2018 (the “Access Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The Access Agreement, in its entirety.

8.3 Prince George’s County

8.3.1 Prince George’s County MOA

Owner and Prince George’s County, Maryland, have entered into a Memorandum of Agreement dated June 7, 2016 (“Prince George’s County MOA”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Contract Documents, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE II PROJECT AND PURPLE LINE DESCRIPTION, in its entirety;
- ARTICLE III COUNTY CONTRIBUTIONS TO THE PURPLE LINE, Sections A. 2, A.3, A.4, and A.5;
- ARTICLE IV PROJECT EXECUTION PLAN, in its entirety;
- ARTICLE V PUBLIC INVOLVEMENT, in its entirety;
- ARTICLE VI DESIGN, REVIEW, COMMENT AND APPROVAL OF THE PROJECT AND THE PURPLE LINE, in its entirety;
- ARTICLE VII COMMUNITY IMPACT MITIGATION REQUIREMENTS, in its entirety;
- ARTICLE VIII FEES, COSTS AND EXPENSES, in its entirety;
- ARTICLE IX COORDINATION OF CONSTRUCTION AND RIGHT-OF-WAY PERMITS ADJACENT TO THE PURPLE LINE, in its entirety;
- ARTICLE X INSPECTION, SUBSTANTIAL COMPLETION, AND FINAL ACCEPTANCE OF THE PROJECT, in its entirety;

- ARTICLE XI OPERATIONS AND MAINTENANCE OF THE PROJECT AND COUNTY FACILITIES, in its entirety, except that if requested by the County and MTA, Concessionaire shall perform routine bridge maintenance work and/or inspections at the County's direction and expense for County-owned bridges that cross over the Purple Line;
- ARTICLE XII SAFETY AND SECURITY, in its entirety;
- ARTICLE XIII UTILITIES AND STORMWATER MANAGEMENT, in its entirety, **except** that where Concessionaire is responsible for routine maintenance and repair of county roadways, including Lateral Conveyances for drainage and/or SWM facilities, Concessionaire shall also be responsible for routine maintenance of Trunk Lines for drainage and/or SWM facilities;
- ARTICLE XIV REAL ESTATE AND RIGHT-OF-WAY, Section A.6 (first sentence only) and Sections A.3, A.4, and A.5; B, C, and D, in their entirety;
- ARTICLE XV REQUESTED CHANGES TO THE PROJECT, in its entirety;
- ARTICLE XVI GENERAL PROVISIONS, Sections D, F, H, I, J, K, L, N, O and S, in their entirety;
- ARTICLE XVII NOTICES AND COMMUNICATIONS, Sections C, D, and E, in their entirety;
- EXHIBIT A-1 MONTPELIER HILLS BASIN #2, in its entirety;
- EXHIBIT A-2 MONTPELIER HILLS BASIN #3, in its entirety;
- EXHIBIT B Real Property Acquisition Plats, in its entirety; and
- EXHIBIT E Eastpine Drive Acquisition Plat No. 59337 (rev.).

8.3.2 Prince George's County Road Transfer Agreement

Owner and Prince George's County have entered into a Road Transfer Agreement dated May 11, 2017 (RTA) Prince George's County. The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The Road Transfer Agreement, in its entirety.

8.4 Montgomery County

8.4.1 Montgomery County Memorandum of Agreement

Owner and Montgomery County, Maryland, have entered into a Memorandum of Agreement dated June 7, 2016 (as amended, the "Montgomery County MOA"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

8.4.1.1 Montgomery County MOA

- ARTICLE I DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE II COUNTY CONTRIBUTIONS, Sections A.2, A.3, and A.4, in their entirety;
- ARTICLE III PROJECT EXECUTION PLAN, in its entirety;
- ARTICLE IV PUBLIC INVOLVEMENT, in its entirety;

- ARTICLE V DESIGN, REVIEW, AND APPROVAL OF PROJECT AND COUNTY-FUNDED PROJECTS, in its entirety;
- ARTICLE VII COMMUNITY IMPACT MITIGATION REQUIREMENTS, in its entirety;
- ARTICLE VIII QUALITY PROGRAM AND INSPECTION OF THE COUNTY-FUNDED PROJECTS, in its entirety;
- ARTICLE IX SUBSTANTIAL COMPLETION, FINAL ACCEPTANCE AND WARRANTY, in its entirety;
- ARTICLE XI OPERATIONS AND MAINTENANCE OF THE PROJECT AND COUNTY FACILITIES, in its entirety;
- ARTICLE XII UTILITIES, STORMWATER MANAGEMENT AND SOIL DISPOSAL, in its entirety, **except** that where Concessionaire is responsible for routine maintenance and repair of county roadways, including Lateral Conveyances for drainage and/or SWM facilities, Concessionaire shall also be responsible for routine maintenance of Trunk Lines for drainage and/or SWM facilities;
- ARTICLE XIII REAL ESTATE AND RIGHT-OF-WAY, Sections B, C, and D.1 and D.2, in their entirety;
- ARTICLE XIV PHYSICAL AND CONTRACTUAL INTEGRATION OF PROJECT AND THE COUNTY-FUNDED PROJECTS, in its entirety;
- ARTICLE XV COST ALLOCATION, REIMBURSEMENT AND BILLING, Section A, in its entirety, and Section F, first and third sentences, in their entirety;
- ARTICLE XVI RELIEF EVENTS, Section C, in its entirety;
- ARTICLE XVII REQUESTED CHANGES TO THE PROJECT OR THE COUNTY-FUNDED PROJECTS, in its entirety;
- ARTICLE XVIII GENERAL PROVISIONS, in its entirety;
- ARTICLE XIX NOTICES AND COMMUNICATIONS, in its entirety; and
- Exhibits A – H, in their entirety, to the extent referenced in a Third Party Agreement Requirement.

8.4.1.2 First Amendment to the Montgomery County MOA dated December 20, 2016

- None

8.4.1.3 Second Amendment to the Montgomery County MOA dated January 31, 2017

- None

8.4.2 Montgomery County Easement Agreement

Owner and Montgomery County, Maryland have entered into an Easement Agreement dated March 5, 2018 (“Montgomery County Easement Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The Easement Agreement, in its entirety.

8.4.3 Montgomery County Franchise Agreement

Owner and Montgomery County, Maryland have entered into a Franchise Agreement dated July 25, 2017 (“Franchise Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in its entirety;
- ARTICLE 1 DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE 2 TERM, in its entirety;
- ARTICLE 3 SCOPE OF FRANCHISE, in its entirety;
- ARTICLE 4 FEES AND TAXES, in its entirety;
- ARTICLE 5 DAMAGE TO PUBLIC RIGHT-OF-WAY, in its entirety;
- ARTICLE 6 DELIVERY OF AS-BUILT DRAWINGS, in its entirety;
- ARTICLE 7 INSURANCE, only Section 7.1, in its entirety;
- ARTICLE 8 INDEMNIFICATION, only Section 8.2, in its entirety;
- ARTICLE 9 FEDERAL FIXED GUIDEWAY REQUIREMENTS, in its entirety;
- ARTICLE 10 NOTICES, in its entirety;
- ARTICLE 11 TERMINATION AND DEFAULT, in its entirety;
- ARTICLE 12 GENERAL PROVISIONS, Sections 12.2, 12.3, 12.4, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.13, and 12.14, in their entirety;
- ARTICLE 12.15 MISCELLANEOUS PROVISIONS, Subsections a, b, c, e, f, h, and i, in their entirety;
- EXHIBIT A: MONTGOMERY COUNTY PUBLIC RIGHTS OF WAY SUBJECT TO PURPLE LINE FRANCHISE AGREEMENT, in its entirety;
- EXHIBIT A-2, in its entirety; and
- EXHIBIT B, in its entirety.

8.4.4 Montgomery County Road Transfer Agreement

The Owner and Montgomery County, Maryland, have entered into a Road Transfer Agreement dated March 15, 2016 (the “Montgomery County RTA”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The Road Transfer Agreement, in its entirety.

8.4.5 CSX-Montgomery County Purchase Sale Agreement

Montgomery County and CSX Transportation, Inc. have entered into a Purchase Sale Agreement dated on or about July 23, 2020 (the “CSX-Montgomery County PSA”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE 1 PURCHASE AND SALE, in its entirety;

- ARTICLE 4 OFFER, ACCEPTANCE, CONTRACT, Section 4.3 only;
- ARTICLE 6 DEED, Sections 6.3 and 6.5 only;
- ARTICLE 8 SURVEY, in its entirety;
- ARTICLE 10 POSSESSION OF PREMISES; USE OF EASEMENTS, in its entirety;
- ARTICLE 13 BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS, in its entirety;
- ARTICLE 22 FENWICK ACCESS ROAD MAINTENANCE, in its entirety;
- ARTICLE 23 CAPITAL CRESCENT TRAIL CONSTRUCTION, in its entirety;
- ARTICLE 24 POST CLOSING OBLIGATIONS, in its entirety;
- EXHIBITS A, B, C, D, RIGHT OF WAY PLAT CAPITAL CRESCENT TRAIL, in their entirety;
- EXHIBIT E QUITCLAIM DEED BETWEEN CSX TRANSPORTATION, INC., AND MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION TEMPORARY EASEMENT (undated and unexecuted), in its entirety;
- EXHIBIT F DEED OF TEMPORARY EASEMENT BETWEEN CSX TRANSPORTATION, INC., AND MONTGOMERY COUNTY DEPARTMENT OF TRANSPORTATION TEMPORARY EASEMENT (undated and unexecuted), in its entirety;
- EXHIBIT G MINIMUM SAMPLING, SOIL MANAGEMENT, AND CAPPING REQUIREMENTS FOR RAILS-TO-TRAILS CONVERSION OF RAIL CORRIDORS, in its entirety; and
- EXHIBIT H PROCEDURE TO REQUEST TOWING ENFORCEMENT AT FENWICK ACCESS ROAD, in its entirety.

8.5 Maryland-National Capital Park & Planning Commission (Prince George's County)

Owner and Maryland-National Capital Park & Planning Commission acting through the Prince George's County Department of Parks and Recreation have entered into a Memorandum of Agreement dated May 10, 2016 (as, amended, the "M-NCPPC – PG MOA"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE II PROJECT DESCRIPTION, in its entirety;
- ARTICLE IV PROJECT EXECUTION PLAN, in its entirety;
- ARTICLE V REVIEW AND APPROVAL OF THE PROJECT AND THE DPR PROJECTS, in its entirety;
- ARTICLE VI INSPECTION AND ACCEPTANCE OF CONSTRUCTION WORK ON DPR PROPERTY, in its entirety;
- ARTICLE VII SPECIAL PROVISIONS REGARDING PARKLAND REPLACEMENT PROJECTS, Section D, in its entirety;
- ARTICLE XI REAL ESTATE AND RIGHT OF WAY, Sections B, C, D, E, F, G, H, and J, in their entirety;

- ARTICLE XII REQUESTED CHANGES TO THE PROJECT, in its entirety;
- ARTICLE XIII GENERAL PROVISIONS, Sections B, E, G, H, I, K, L, N, O, V, W, X, and Y, in their entirety;
- ARTICLE XIV NOTICES AND COMMUNICATIONS, Sections C, D, and E, in their entirety;
- EXHIBIT A – Alignment Map, in its entirety;
- EXHIBIT B – De Minimis Letters, in its entirety;
- EXHIBIT E – DPR Northern Operations Area Prince George’s County, in its entirety; and
- EXHIBIT G – Property Transfers, plats only.

8.6 CSX Transportation

8.6.1 CSX Master Construction Agreement

Owner and CSX Transportation Incorporated (CSX) have entered into a Master Construction Agreement dated March 1, 2004 (as amended, the “CSX MCA”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- SECTION 1 DEFINITIONS. Terms defined in Section 1 are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- SECTION 2 CONTRACT DOCUMENTS, subsections 2.1 and 2.2, in their entirety;
- SECTION 3 WORK AND PROJECT ADDENDA, in its entirety;
- SECTION 5 SCOPE OF WORK, the first and second sentences;
- SECTION 6 PROJECT TIME FRAME, subsection 6.2, in its entirety;
- SECTION 7 PROJECT REVIEWS, subsection 7.1 in its entirety;
- SECTION 11 WARRANTIES, in its entirety;
- SECTION 16 INSURANCE, in its entirety;
- SECTION 17 DISPUTE RESOLUTION, in its entirety; and
- SECTION 20, subsection 20.4, in its entirety.

8.6.1.1 Addendum No. 19B to CSX Master Construction Agreement

Owner and CSX have entered into Addendum 19B to the CSX Master Construction Agreement dated January 4, 2016 (as amended “Addendum 19B”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- EXPLANATORY STATEMENT, items c, d, e and f, in their entirety;
- ARTICLE 1 PROJECT WORK, in its entirety;
- ARTICLE II APPLICATION OF MASTER AGREEMENT, in its entirety;
- ARTICLE V DESIGN REVIEWS AND APPROVALS, in its entirety;
- ARTICLE VI ACTIVITIES DURING CONSTRUCTION AND OPERATIONS, in its entirety;

- ARTICLE VII INSURANCE AND INDEMNIFICATION, Section d, in its entirety;
- ARTICLE VIII TRANSFER OF REAL PROPERTY INTERESTS BY CSXT TO MTA, in its entirety;
- EXHIBIT B QUITCLAIM DEED PARCELS AND PERMANENT EASEMENTS, in its entirety;
- EXHIBIT C TEMPORARY CONSTRUCTION EASEMENTS, in its entirety;
- EXHIBIT D APPROVED PRELIMINARY ENGINEERING PLAN, INCLUDING AERIAL EASEMENTS, in its entirety;
- EXHIBIT E APPROVED PRELIMINARY ENGINEERING PLAN, in its entirety;
- EXHIBIT G APPROVED PRELIMINARY ENGINEERING PLAN, in its entirety; and
- EXHIBIT H FORM OF PERMIT TO ENTER, in its entirety.

8.6.1.2 Amendment 1 to Addendum 19B to CSX Master Construction Agreement dated March 15, 2018

Owner and CSX have entered into Amendment No. 1 to Addendum 19B dated March 15, 2016 (as amended "Addendum 19B"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- EXPLANATORY STATEMENT, items c, d, and e, in their entirety;
- Item 1, in its entirety;
- Item 3, in its entirety;
- Item 4, in its entirety;
- Item 6, in its entirety; and
- All exhibits thereto, in their entirety.

8.6.2 ADDENDUM NO. 19C to CSX Master Construction Agreement

Owner and CSX have entered into Addendum 19C to the CSX Master Construction Agreement dated June 24, 2019 ("Addendum 19C"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- EXPLANATORY STATEMENT, items c, d, e and f, in their entirety;
- ARTICLE I PROJECT WORK, in its entirety;
- ARTICLE II APPLICATION OF MASTER CONSTRUCTION AGREEMENT, in its entirety;
- ARTICLE V DESIGN REVIEW AND APPROVALS, in its entirety;
- ARTICLE VI ACTIVITIES DURING CONSTRUCTION, in its entirety;
- ARTICLE VII INSURANCE AND INDEMNIFICATION, Section d, in its entirety; and
- ARTICLE VIII RIGHT OF ENTRY AND DUE DILIGENCE WORK, in its entirety.

8.6.3 CSX Master Right of Entry Agreement

Owner and CSX have entered into a Master Right of Entry Agreement dated July 18, 2016 (the "CSX Master ROE"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS AND AGREEMENT CLAUSE, in their entirety;
- SECTION 1 GRANT OF ENTRY, in its entirety;
- SECTION 2 INDEMNITY, in its entirety;
- SECTION 5 PRIOR NOTIFICATION, in its entirety;
- SECTION 7 PROTECTIVE SERVICES, in its entirety;
- SECTION 8 PAYMENT FOR PROTECTIVE SERVICES, in its entirety;
- Section 9 ENVIRONMENTAL, in its entirety;
- SECTION 10 REMEDIATION, in its entirety;
- SECTION 12 SAFETY, in its entirety;
- SECTION 13 TERM, in its entirety;
- SECTION 14 SEVERABILITY, in its entirety;
- SECTION 17 TERMINATION, in its entirety;
- SECTION 18 WAIVER, in its entirety;
- SECTION 19 GOVERNING LAW; VENUE, in its entirety;
- SECTION 20 NO ASSIGNMENT, in its entirety; and
- EXHIBIT A, PURPLE LINE - MAINTENANCE AND INSPECTION, RIGHT OF ENTRY, MILEPOST: BA 7.83 - BA 8.83, DATE: 08/08/2016, REVISED: 08/08/2016, in its entirety.

8.6.4 CSX Right of Entry

Owner and CSX have entered into a Right-of-Entry Agreement: Access to CSX Transportation, Inc. Property for Certain Environmental Investigation & Remediation Work dated [undated] (the "CSX ROE"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- FIRST PARAGRAPH, in its entirety;
- GRANTING CLAUSE, in its entirety;
- SECTION 1 COST, subsection b (Flag Protection Fees);
- SECTION 2 SCHEDULE; DURATION; SCOPE, in its entirety;
- SECTION 3 PERFORMANCE STANDARDS, in its entirety;
- SECTION 4 SCHEDULING; SPLIT SAMPLES, in its entirety;
- SECTION 5 DOCUMENTATION; CONFIDENTIALITY, in its entirety;
- SECTION 6 MONITOR WELLS, in its entirety;

- SECTION 7 OCCUPANTS, in its entirety;
- SECTION 8 SAMPLING OR REMEDIATION WASTES, in its entirety;
- SECTION 9 INDEMNIFICATION, subsections b, c and d;
- SECTION 10 INSURANCE, subsection c and subsection d (but only as it relates to subsection c);
- SECTION 11 PROPERTY CONDITION AT TERMINATION OR EXPIRATION, in its entirety;
- SECTION 12 EXCAVATIONS & SUBSURFACE INSTALLATIONS, in its entirety;
- SECTION 13 PERMITS & LICENSES, in its entirety;
- SECTION 14 NO ASSIGNMENT; MODIFICATION, SURVIVAL, subsections b and c;
- SECTION 15 GENERAL PROVISIONS, subsections a, c, d;
- EXHIBIT A ADDENDUM 19B TO THE CSX MASTER CONSTRUCTION AGREEMENT, to the extent described in Section 8.6.1.1 above;
- EXHIBIT B THE PROPERTY, in its entirety;
- EXHIBIT C THE WORK, in its entirety; and
- EXHIBIT D RAILROAD SAFETY RULES AND PROCEDURES, in its entirety.

8.6.5 CSX, Owner and Concessionaire Assignment

Owner, CSX, and Concessionaire have entered into an Assignment effective March 8, 2018 (the "CSX Assignment"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The Assignment, in its entirety.

8.6.6 CSX PSA 1

Owner and CSX have entered into a Purchase Sale Agreement dated on or about January 18, 2019 (the "CSX PSA 1"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in their entirety, except for Recital 4;
- ARTICLE 1 PURCHASE AND SALE, in its entirety;
- ARTICLE 4 OFFER, ACCEPTANCE, CONTRACT, Section 4.3, in its entirety;
- ARTICLE 6 DEED, Sections 6.1, 6.3, 6.4, and 6.5, in their entirety;
- ARTICLE 8 SURVEY, in its entirety;
- ARTICLE 10 POSSESSION OF PREMISES; USE OF EASEMENTS, in its entirety;
- ARTICLE 13 BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS, in its entirety; ARTICLE 17 DEFAULT, Sections 17.1 and 17.4, in their entirety;

- ARTICLE 19 RULES OF CONSTRUCTION, Sections 19.1, 19.2, 19.3 and 19.5, in their entirety;
- ARTICLE 20 TALBOT AVENUE MAINTENANCE, in its entirety;
- ARTICLE 21 TIME OF ESSENCE, in its entirety;
- EXHIBIT A, PREMISES MAP, Purple Line Project, Milepost: BA 7.65 – BA 8.95, dated 11/28/18, Revision 11/28/2018; in its entirety;
- EXHIBIT C, DEED OF TEMPORARY EASEMENT (FORM);
- EXHIBIT D, DEED OF TEMPORARY EASEMENT (FORM); and
- EXHIBIT E, DEED OF TEMPORARY EASEMENT (FORM).

8.6.7 CSX PSA 2

Owner and CSX have entered into a Purchase Sale Agreement dated January 9, 2020 (the “CSX PSA 2”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE 1 PURCHASE AND SALE, in its entirety;
- ARTICLE 4 OFFER, ACCEPTANCE, CONTRACT, Section 4.3 in its entirety;
- ARTICLE 6 DEED, Sections 6.1 and 6.2, in their entirety;
- ARTICLE 8 SURVEY, in its entirety;
- ARTICLE 10 POSSESSION, in its entirety;
- ARTICLE 13 ENVIRONMENTAL, in its entirety;
- ARTICLE 17 DEFAULT, in its entirety;
- ARTICLE 19 RULES OF CONSTRUCTION, Sections 19.1, 19.2, and 19.3, in their entirety;
- ARTICLE 20 TIME OF ESSENCE, in its entirety;
- ARTICLE 21 POST CLOSING OBLIGATIONS, in its entirety; and
- EXHIBIT A, RAILROAD MAP – PURPLE LINE - TCE AND TRCE, MILEPOST: BA 7.64 - BA 8.34, dated 10/28/2019, revised 12/06/2019; in its entirety.

8.6.8 CSX Overhead Crossing and Crash Wall Structure License Agreement

Owner and CSX have entered into an Overhead Crossing and Crash Wall Structure License Agreement dated January 23, 2019 (the “CSX License Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS and AGREEMENT CLAUSE, in their entirety;
- ARTICLE 1 DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE 2 USE, LIMITATIONS, in its entirety;
- ARTICLE 3 FEES, Section 3.2 only;

- ARTICLE 4 CONSTRUCTION, MAINTENANCE, in its entirety;
- ARTICLE 5 DRAINAGE, in its entirety;
- ARTICLE 6 PERMITS, in its entirety;
- ARTICLE 9 FLAGGING, CONSTRUCTION, in its entirety;
- ARTICLE 10 EXPLOSIVES, in its entirety;
- ARTICLE 11 ALTERATIONS; TRACK, OVERHEAD CROSSINGS OR CRASH WALL STRUCTURE CHANGES, in its entirety;
- ARTICLE 12 TERM, TERMINATION, REMOVAL, in its entirety;
- ARTICLE 13 LICENSOR COSTS, in its entirety;
- ARTICLE 14 RISK, LIABILITY, INDEMNITY, in its entirety;
- ARTICLE 15 INSURANCE, Sections 15.2, 15.3, 15.4, 15.5, and 15.6 in their entirety;
- ARTICLE 16 DEFAULT, BREACH, WAIVER, in its entirety;
- ARTICLE 17 NOTICES, Section 17.1 in its entirety;
- ARTICLE 18 TITLE, in its entirety;
- ARTICLE 19 GENERAL PROVISIONS, Sections 19.1, 19.2, 19.4, 19.5, 19.8, and 19.9, in their entirety;
- EXHIBIT A, PURPLE LINE OVERPASS AND WMATA PED. BRIDGE LICENSE AREA, MILEPOST: BA 7 .66 - BA 7 .80; BA 8.32 - BA 8.34, DATE: 11/27/2018, REVISED: 11/27/2018, in its entirety; and
- EXHIBIT A-1
 - PART OF CSX TRANSPORTATION, INC. RIGHT-OF-WAY LOCATED ON MARYLAND TRANSIT ADMINISTRATION PROPERTY LIBER 21149 AT FOLIO 194, in its entirety;
 - PART OF CSX TRANSPORTATION, INC. RIGHT-OF-WAY LOCATED ON WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY PROPERTY FOR THE GLENMONT ROUTE SHA ITEM NO. 900073 - MTA ITEM NO. 01483, in its entirety; and
 - PART OF CSX TRANSPORTATION, INC. RIGHT-OF-WAY LOCATED ON SILVER SPRING TRANSIT CENTER SHA ITEM NO. 900043 -MTA ITEM NO. 01472, in its entirety.

8.7 Washington Metropolitan Area Transit Authority Project Construction Agreement

Owner and the Washington Metropolitan Area Transit Authority (WMATA) have entered into a Project Construction Agreement dated May 10, 2016 (“WMATA PCA”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Section 1.1, in its entirety; terms defined in Section I.2 are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;

- ARTICLE II SCOPE OF WORK, in its entirety;
- ARTICLE III ROLE OF CONCESSIONAIRE, in its entirety;
- ARTICLE IV PROJECT REPRESENTATIVES & PROJECT EXECUTION PLAN, in its entirety;
- ARTICLE V DESIGN REQUIREMENTS, in its entirety;
- ARTICLE VI CONSTRUCTION REQUIREMENTS, in its entirety;
- ARTICLE VII QUALITY PROGRAM, in its entirety;
- ARTICLE VIII WMATA ACCESS TO WORK AND STOP WORK RIGHTS, in its entirety;
- ARTICLE IX SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE, in its entirety;
- ARTICLE X REAL ESTATE AND RIGHT OF WAY, Sections 10.1, 10.3, 10.4, 10.5, and 10.6, in their entirety;
- ARTICLE XI MATTERS TO BE ADDRESSED BY FUTURE AGREEMENT, in its entirety;
- ARTICLE XII PROJECT EXPENSES, PAYMENTS AND ACCOUNTING, Section 12.9, in their entirety;
- ARTICLE XIII INDEMNITY, INSURANCE, BONDS, AND WARRANTIES, in its entirety;
- ARTICLE XV DEFAULT AND REMEDIES, in its entirety;
- ARTICLE XVI NOTICE, in its entirety;
- ARTICLE XVII DISCLAIMER OF LIABILITY, in its entirety;
- ARTICLE XVIII TERM, in its entirety;
- ARTICLE XIX MISCELLANEOUS, **except for** Sections 19.7, 19.11, and 19.16, in their entirety;
- EXHIBIT 2.3 SYSTEMS INTEGRATION WORK ALLOCATION, in its entirety;
- EXHIBIT 6.4.2 WMATA'S CURRENT DISCHARGE PERMIT, in its entirety; and
- EXHIBIT 10.4 REAL ESTATE PERMIT Form, in its entirety.

8.8 CARR PROPERTIES

8.8.1 CP 7272 Wisconsin Avenue LLC Party Wall Agreement

Owner and CP 7272 Wisconsin Avenue LLC have entered into a Party Wall Agreement dated May 20, 2019 ("Party Wall Agreement"). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in their entirety;
- ARTICLE 1 Incorporation of Recitals, in its entirety;
- ARTICLE 2 Grant of License by CP Owner to MTA, in its entirety;
- ARTICLE 3 Grant of License by MTA to CP Owner, in its entirety;
- ARTICLE 4 Party Walls, in its entirety;

- ARTICLE 5 Repair and Restoration of Damage to Party Walls, Party Wall Support Improvements, in its entirety;
- ARTICLE 6 Maintenance and Repair, in its entirety;
- ARTICLE 7 Casualty; Restoration, in its entirety;
- ARTICLE 8 No Limitation, in its entirety;
- ARTICLE 9 General, **except for** Sections I and J, in their entirety;
- EXHIBIT A LEGAL DESCRIPTION, in its entirety; and
- EXHIBIT B DEPICTION OF THE MTA SECURITY SYSTEMS LICENSE AREA, in its entirety.

8.8.2 Carr Properties Memorandum of Agreement

Owner, CP 7272 Wisconsin Avenue LLC, and Carr Properties OC LLC have entered into a Memorandum of Agreement (Construction Agreement) dated March 23, 2018 (“Carr MOA”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in their entirety;
- ARTICLE I DEFINITIONS. Terms defined in the Carr MOA are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- ARTICLE 2 TERM & DELIVERABLES, Sections 2.2.3 and 2.2.5, in their entirety;
- ARTICLE 3 REPRESENTATIONS, Sections 3.17 and 3.19, in their entirety.
- ARTICLE 4 TRANSFER OF PROPERTY RIGHTS, in its entirety;
- ARTICLE 5 THE WORK, in its entirety;
- ARTICLE 6, CHANGE MANAGEMENT, Section 6.2, in its entirety;
- ARTICLE 7 CONSTRUCTION GUARANTY REQUIREMENTS, Section 7.4, in its entirety;
- ARTICLE 9 SUBSTANTIAL COMPLETION, FINAL ACCEPTANCE, in its entirety,
- ARTICLE 10 INDEMNITY, INSURANCE AND WARRANTIES, Sections 10.3 and 10.4, in their entirety;
- ARTICLE 13 GENERAL PROVISIONS, Sections 13.5.4, 13.6, 13.7, 13.8, 13.9, 13.10, 13.11, 13.12, 13.15, 13.16, 13.17, 13.18, and 13.20, in their entirety;
- SCHEDULE 1 DEFINITIONS. Terms defined in the Carr MOA are incorporated only for the purpose of, and to the extent that, such terms are used in the Third Party Agreement Requirements;
- SCHEDULE 2 FIRST CHANGE ORDER KEY TERMS, in its entirety;
- SCHEDULE 4 WARRANTIES, in its entirety;
- EXHIBIT B BETHESDA STATION SHELL DEFINITION (“REVISED PLANS”), in its entirety;
- Exhibit C TYPICAL SECTIONS BETHESDA TUNNEL, in its entirety;

- EXHIBIT E STAGING PLAN, in its entirety;
- EXHIBIT F ORIGINAL PLANS, in its entirety;
- EXHIBIT I BACK OF HOUSE SPACE, in its entirety; and
- EXHIBIT M GRANT OF EASEMENTS [FORM], in its entirety;

8.8.3 Second Amendment to Carr MOA

Owner, CP 7272 Wisconsin Avenue LLC, and Carr Properties OC LLC have entered into a Second Amendment to the Carr MOA dated April 15, 2021. The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The Second Amendment, in its entirety.

8.9 Columbia Country Club and Montgomery County Agreement

Owner, Montgomery County, Maryland, and Columbia Country Club have entered into an Agreement dated June 20, 2013 (“CCC Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in their entirety;
- ARTICLE I PROJECT DESCRIPTION, in its entirety;
- ARTICLE II RESPONSIBILITIES OF THE PARTIES, Section A, paragraphs 3, 5, and 6, in their entirety; Section B, paragraphs 1 through 7 and 10, in their entirety; Section C, paragraphs 1 through 3, in their entirety; Section D, paragraphs 1 and 2 in their entirety; and Section F, paragraphs 9, 10, and 11, in their entirety;
- ARTICLE III NOTICES, COMMUNICATIONS, AND CONTACTS, in its entirety;
- ARTICLE IV GENERAL, only Sections A, B, C, D, E, G, H, I, J, and O, in their entirety;
- EXHIBITS 1-A, 1-B, 1-C, and 1-D, in their entirety; and
- EXHIBITS 2-A and 2-B, in their entirety.

8.10 United States General Services Administration Right of Entry

Owner and the U.S. General Services Administration have entered into a Right of Entry Agreement dated July 7, 2017 (“GSA ROE”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in their entirety;
- SECTION A, in its entirety;
- SECTION B, in its entirety;
- SECTION C, in its entirety;
- SECTION D, in its entirety;
- SECTION E, in its entirety;
- SECTION F, in its entirety;

- SECTION G, lines 160 through 185, in their entirety;
- SECTION H, in its entirety;
- SECTION I, in its entirety;
- SECTION K, in its entirety;
- SECTION M, in its entirety;
- SECTION O, in its entirety;
- SECTION P, in its entirety;
- SECTION Q, in its entirety;
- SECTION R, in its entirety;
- SECTION S, in its entirety;
- SECTION T, in its entirety;
- SECTION U, in its entirety; and
- EXHIBIT A, in its entirety.

8.11 Maryland Department of the Environment Memorandum of Understanding

Owner and Maryland Department of the Environment (MDE) have entered into a Memorandum of Understanding dated February 5, 2014 (“MDE MOU”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE 2, second paragraph, in its entirety;
- ARTICLE 3, in its entirety;
- ARTICLE 4, in its entirety, **except** the second sentence thereof;
- ARTICLE 5, in its entirety;
- ARTICLE 6, in its entirety;
- ARTICLE 7, in its entirety;
- ARTICLE 8, in its entirety; and
- ARTICLE 9, in its entirety;

8.12 Board of Education of Montgomery County

8.12.1 Limited Right of Entry Agreement for Preconstruction Engineering and Environmental Studies

Owner and the Board of Education of Montgomery County (Montgomery County BOE) have entered into a Limited Right of Entry Agreement for Preconstruction Engineering and Environmental Studies at Silver Spring International Middle School, Rosemary Hills Elementary School, and Highland View Elementary School dated February 23, 2017 (“BOE LROE”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- GRANTING CLAUSES, in their entirety;

- SECTION 1, in its entirety;
- SECTION 2, in its entirety;
- SECTION 3, in its entirety;
- SECTION 4, in its entirety;
- SECTION 5, in its entirety;
- SECTION 6, in its entirety;
- SECTION 7, in its entirety;
- SECTION 8, in its entirety;
- SECTION 9, in its entirety;
- SECTION 10, in its entirety **except** for the third paragraph;
- SECTION 11, in its entirety;
- SECTION 12, in its entirety;
- SECTION 14, in its entirety;
- SECTION 15, in its entirety;
- SECTION 18, in its entirety; and
- EXHIBIT A-1 through A-3, in their entirety.

8.12.2 Right of Entry Agreement for Construction at Silver Spring International Middle School

Owner and the Montgomery County BOE have entered into a Right of Entry Agreement for Construction at Silver Spring International Middle School dated June 22, 2018 (“BOE SSIMS Construction Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- GRANTING CLAUSES, in their entirety;
- SECTION 1, in its entirety;
- SECTION 2, in its entirety;
- SECTION 3, in its entirety;
- SECTION 4, in its entirety;
- SECTION 5, in its entirety;
- SECTION 6, in its entirety;
- SECTION 7, in its entirety;
- SECTION 8, in its entirety **except** for the third paragraph;
- SECTION 9, in its entirety;
- SECTION 10, in its entirety;
- SECTION 11, in its entirety;

- SECTION 13, in its entirety;
- SECTION 15, in its entirety;
- SECTION 16, in its entirety;
- SECTION 18, in its entirety;
- SECTION 19, in its entirety; and
- EXHIBIT 1, in its entirety.

8.12.3 Memorandum of Understanding Silver Spring International Middle School and Sligo Creek Elementary School

Owner and the Montgomery County BOE have entered into a Memorandum of Understanding dated October 9, 2018 (“BOE MOU”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in their entirety;
- SECTION 1, in its entirety;
- SECTION 2, in its entirety;
- SECTION 3, in its entirety;
- SECTION 4, in its entirety;
- SECTION 5, in its entirety;
- SECTION 6, in its entirety;
- SECTION 7, in its entirety;
- SECTION 8, in its entirety;
- SECTION 9, in its entirety;
- SECTION 10, in its entirety;
- SECTION 11, in its entirety;
- SECTION 12, in its entirety;
- SECTION 14, in its entirety;
- SECTION 15, in its entirety;
- SECTION 16, in its entirety, except for the third paragraph;
- SECTION 17, in its entirety;
- SECTION 18, in its entirety;
- SECTION 20, in its entirety;
- SECTION 24, in its entirety; and
- SECTION 25, in its entirety.

8.12.4 Rosemary Hills Elementary School Right of Entry

Owner and the Montgomery County BOE have entered into a Right of Entry Agreement for Construction at Rosemary Hills Elementary School dated February 4, 2019 (“Rosemary Hills ROE”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- Rosemary Hills ROE, in its entirety, **except** for Articles 14, 16, 20 and 22, in their entirety.

8.12.5 Rosemary Hills Elementary School Memorandum of Understanding

Owner and the Montgomery County BOE have negotiated a Memorandum of Understanding for Rosemary Hills Elementary School, tentatively dated March 2019 (“Rosemary Hills MOU”). The Rosemary Hills MOU has not been fully executed by the parties thereto. Nevertheless, the following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- RECITALS, in their entirety;
- SECTION 1, in its entirety;
- SECTION 2, in its entirety;
- SECTION 3, in its entirety;
- SECTION 4, in its entirety;
- SECTION 5, in its entirety;
- SECTION 6, in its entirety;
- SECTION 7, in its entirety;
- SECTION 8, in its entirety;
- SECTION 9, in its entirety;
- SECTION 10, in its entirety;
- SECTION 12, in its entirety;
- SECTION 13, in its entirety, **except** for paragraph 3;
- SECTION 14, in its entirety;
- SECTION 15, in its entirety;
- SECTION 16, in its entirety;
- SECTION 17, in its entirety;
- SECTION 20, in its entirety;
- SECTION 21, in its entirety; and
- SECTION 21, in its entirety.

8.13 Maryland State Highway Administration

8.13.1 Maryland State Highway Administration Letter Agreement for Design and Construction of SHA Facilities

Owner and the Maryland State Highway Administration (SHA) have entered into a Letter Agreement for Design and Construction of SHA Facilities dated July 7, 2016 (“SHA Letter Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The SHA Letter Agreement, in its entirety.

8.13.2 Maryland State Highway Administration Agreement on Project Configuration

Owner and SHA have entered into an Agreement on Project Configuration [dated October 28, 2014] (“SHA Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The SHA Agreement, in its entirety.

8.13.3 Maryland State Highway Administration Letter Agreement and Right of Entry

Owner and SHA have entered into a Letter Agreement for Purple Line Acquisition Services dated November 13, 2012] (“SHA Letter Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE II, SECTION R, in its entirety.

8.14 Montgomery Tower Owner, LLC

8.14.1 MTO Construction Agreement

Owner, Concessionaire, and Montgomery Tower Owner, LLC (MTO) have entered into a Construction Agreement dated December 10, 2019 (“MTO Construction Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- MTO Construction Agreement, in its entirety.

8.14.2 MTO Entry Agreement in MTO’s Favor

MTA and MTO have entered into an Entry Agreement dated December 10, 2019 (“MTO Entry Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- GRANTING CLAUSE, in its entirety;
- ARTICLE 4, in its entirety;
- ARTICLE 5, in its entirety; and
- EXHIBIT A, in its entirety.

8.15 Maryland Department of Information Technology Memorandum of Agreement

Owner and the Maryland Department of Information Technology have entered into a Memorandum of Understanding dated [January 31, 2017] (“MTO Construction Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- SECTION A RECITALS, in its entirety;
- SECTION C MTA OBLIGATIONS, in its entirety;
- SECTION D TERM, in its entirety;
- SECTION E RENEWAL TERM in its entirety;
- SECTION F NOTICES in its entirety;
- SECTION G CHANGES; in its entirety;
- SECTION I CONTROLLING LAW, in its entirety;
- SECTION J TERMINATION, Subsection 3 in its entirety;
- SECTION M SEVERABILITY; in its entirety; and
- SECTION N WAIVER.

8.16 Canal Realty, LLC, and Purple Line, LLC, Entry Agreement

MDOT, Canal Realty, LLC, and Purple Line, LLC, have entered into an Entry Agreement dated March 2020 (“Canal Realty Entry Agreement”). The following provisions therefrom are Third Party Agreement Requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE 1, in its entirety;
- ARTICLE 11, in its entirety; and
- EXHIBIT A, in its entirety.

9 OWNER UTILITY AGREEMENTS

Owner has entered, or will enter, into Owner Utility Agreements to facilitate the design and construction of the Project. In prosecuting the Work, Concessionaire shall comply with the Owner Utility Agreements and refrain from taking any action that would cause Owner to be non-compliant with its obligations under the Owner Utility Agreements. Copies of the Owner Utility Agreements developed as of the New Setting Date have been provided to Concessionaire, either in draft or in executed form, as Reference Documents.

Each Owner Utility Agreement requirement identified below is hereby incorporated into the Contract Documents as though made a part of these Technical Provisions, except to the extent expressly specified below; provided however that section headings from the Owner Utility Agreement requirement identified below have been provided solely for clarity and are not themselves incorporated into the Contract Documents.

The Concessionaire is solely responsible to satisfy the Owner Utility Agreement requirements in performing the Work. Where an Owner Utility Agreements requirement identifies an obligation of "MTA," "MDOT," "the Project," "Owner," "Concessionaire," or "contractor," that obligation shall be deemed to be an obligation of the Concessionaire; provided, however, that (i) payments owing to Utility Owners for Utility Work under the Owner Utility Agreements shall be paid by Owner; and (ii) the cost of materials that may be purchased only from the Utility Owner and that are actually purchased by Concessionaire from the Utility Owner for the Relocation Work under the Owner Utility Agreements shall be reimbursed by Owner. Specifically, the Concessionaire shall be responsible to comply and ensure compliance with the Owner Utility Agreement requirements identified below by reference to the applicable Owner Utility Agreement.

9.1 Potomac Electric Power Company Memorandum of Agreement

Owner and Potomac Electric Power Company have entered into a Memorandum of Agreement dated December 2, 2015 (the "PEPCO MOA"). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE A DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE B PROJECT DESCRIPTION AND SCOPE OF WORK, Sections 2, 3, 5 and 6, in their entirety;
- ARTICLE C DESIGN AND REVIEW OF RELOCATION WORK TO BE PERFORMED BY CONCESSIONAIRE, in its entirety;
- ARTICLE D PERFORMANCE OF RELOCATION WORK, in its entirety;
- ARTICLE E PERFORMANCE OF PEPCO WORK, in its entirety;
- ARTICLE F COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections 2, 3 and 7;
- ARTICLE G RIGHT-OF-WAY AND PROPERTY INTERESTS, Section 6, in its entirety;
- ARTICLE H REGARDING CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE J NOTICES AND COMMUNICATIONS, Sections J.5 and J.6, in their entirety;
- ARTICLE K GENERAL PROVISIONS, Sections 3, 4, 7, 8, 10, 11, and 12;

- EXHIBIT A – Utility Composite Drawings, but only for the purpose of, and to the extent that, it is referenced in the above-referenced PEPCO MOA provisions; and
- EXHIBIT B – PARCELS, but only for the purpose of, and to the extent that, it is referenced in the above-referenced PEPCO MOA provisions.

9.2 Washington Suburban Sanitary Commission

9.2.1 Washington Suburban Sanitary Commission MOA

Owner and Washington Suburban Sanitary Commission (WSSC) have entered into a Memorandum of Agreement dated May 26, 2016 (the “WSSC MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE 1 DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE 2 PROJECT DESCRIPTION, SCOPE OF WORK AND UNIDENTIFIED WSSC FACILITIES, in its entirety;
- ARTICLE 3 DESIGN AND REVIEW OF RELOCATIONS, DIRECTED CHANGES, AND BETTERMENTS, in its entirety;
- ARTICLE 4 WSSC BETTERMENTS AND DIRECTED CHANGES, in its entirety;
- ARTICLE 5 PERFORMANCE OF THE RELOCATION WORK, BETTERMENTS, AND DIRECTED CHANGES, in its entirety;
- ARTICLE 6 INSPECTION AND ACCEPTANCE OF RELOCATION WORK, in its entirety;
- ARTICLE 7 IMPLEMENTATION OF THIS AGREEMENT, in its entirety;
- ARTICLE 8 COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections a, b, d, e, and f, in their entirety;
- ARTICLE 10 CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE 11 DISPOSITION OF SALVAGED MATERIALS, in its entirety;
- ARTICLE 13 GENERAL PROVISIONS, Sections c, e, h, i, k, l and m; and
- ATTACHMENT A UTILITIES COMPOSITE MAP, but only for the purpose of, and to the extent that, it is referenced in the above-referenced WSSC MOA provisions.

9.2.2 First Amendment to WSSC MOA

Owner and WSSC have entered into a First Amendment to the WSSC MOA dated October 18, 2017. The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE 1, in its entirety;
- ARTICLE 2, in its entirety;
- ARTICLE 3, in its entirety;
- ARTICLE 4, in its entirety;
- ARTICLE 5, in its entirety;

- ARTICLE 6, in its entirety;
- ARTICLE 8, in its entirety;
- ARTICLE 9, in its entirety;
- ARTICLE 10, in its entirety;
- ARTICLE 11, in its entirety;
- ARTICLE 14, in its entirety;
- ARTICLE 15, in its entirety;
- ARTICLE 16, in its entirety;
- EXHIBIT 1, MTA DESIGN CHANGES, in its entirety;
- EXHIBIT 2, WSSC CROSSED-OVER PIPES, in its entirety;
- EXHIBIT 3, ADDITIONAL TERMS AND CONDITIONS, in its entirety; and
- EXHIBIT 4, VARIANCE PROVISIONS, PROCEDURES AND REQUIREMENTS, in its entirety.

9.3 Verizon

9.3.1 Verizon Memorandum of Agreement

Owner and Verizon Maryland LLC have entered into a Memorandum of Agreement dated June 17, 2015, (the “Verizon MOU”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE A DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE C PROJECT DESCRIPTION AND SCOPE OF WORK, in its entirety;
- ARTICLE D PROJECT EXECUTION PLAN, in its entirety;
- ARTICLE E PERFORMANCE OF DESIGN WORK, in its entirety;
- ARTICLE F REVIEW OF SUBMITTALS, in its entirety;
- ARTICLE G BETTERMENTS AND DIRECTED CHANGES, in its entirety;
- ARTICLE H PERFORMANCE OF RELOCATION WORK, in its entirety;
- ARTICLE I COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections 2,3, 4 and 7;
- ARTICLE J RIGHT-OF-WAY AND PROPERTY INTERESTS, in its entirety;
- ARTICLE K CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE L DISPOSITION OF SALVAGED MATERIALS, in its entirety;
- ARTICLE M NOTICES AND COMMUNICATIONS, Sections 1, 2, 3, 4, and 5, in their entirety;
- ARTICLE N GENERAL PROVISIONS, Sections 1, 4, 6, 7, 8, 9, 10, 11, and 12, in their entirety; and

- ATTACHMENT A UTILITIES COMPOSITE MAP, but only for the purpose of, and to the extent that, it is referenced in the above-referenced WGL MOA provisions.

9.3.2 First Amendment to Verizon MOA

Owner and Verizon Maryland LLC have entered into a First Amendment to the Verizon MOA dated December 4, 2015. The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The First Amendment to the Verizon MOA, in its entirety.

9.4 Washington Gas

Owner and Washington Gas Light Company (WGL) have entered into a Memorandum of Agreement, dated December 11, 2014 (“WGL MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

9.4.1 WGL Memorandum of Agreement

- ARTICLE 1 DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE 2 PROJECT DESCRIPTION AND SCOPE OF WORK, paragraphs a, c, d, e, and f, in their entirety;
- ARTICLE 3 DESIGN AND REVIEW OF RELOCATION WORK TO BE PERFORMED BY CONCESSIONAIRE, in its entirety;
- ARTICLE 4 PERFORMANCE OF RELOCATION WORK, in its entirety;
- ARTICLE 5 PERFORMANCE OF WGL WORK, in its entirety;
- ARTICLE 6 PROJECT EXECUTION PLAN, in its entirety;
- ARTICLE 7 COST ALLOCATION, REIMBURSEMENT, AND BILLING, paragraphs b and c, in their entirety;
- ARTICLE 8, RIGHT-OF-WAY AND PROPERTY INTERESTS, in its entirety;
- ARTICLE 9 CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE 11 NOTICES AND COMMUNICATIONS, paragraph e, in its entirety;
- ARTICLE 12 GENERAL PROVISIONS, paragraphs d, j and k, in their entirety; and
- ATTACHMENT A UTILITIES COMPOSITE MAP, but only for the purpose of, and to the extent that, it is referenced in the above-referenced WGL MOA provisions.

9.5 Zayo Group, LLC

9.5.1 Zayo Memorandum of Agreement

Owner and Zayo Group, LLC (Zayo) entered into a Memorandum of Agreement dated February 18, 2015 (the “Zayo MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- SECTION A DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;

- SECTION B PROJECT DESCRIPTION AND SCOPE OF WORK, Sections 3 and 4, in their entirety;
- SECTION C DESIGN AND REVIEW OF RELOCATION WORK TO BE PERFORMED BY CONCESSIONAIRE, in its entirety;
- SECTION D PERFORMANCE OF RELOCATION WORK, in its entirety;
- SECTION E PERFORMANCE OF ZAYO WORK, Sections 1,3 and 7 in their entirety;
- SECTION F COST ALLOCATION, REIMBURSEMENT, AND BILLING, in its entirety, **except** Sections 1, 5 and 6;
- SECTION H CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE I NOTICES AND COMMUNICATIONS, in its entirety;
- SECTION J GENERAL PROVISIONS, Sections 4, 7, 10, and 11 in their entirety, and subparagraphs Sections i and j of Section 12; and
- ATTACHMENT A UTILITIES COMPOSITE MAP, but only for the purpose of, and to the extent that, it is referenced in the above-referenced Zayo MOA provisions.

9.6 Teleport Communications America, LLC

Owner and Teleport Communications America, LLC (AT&T Services) have entered into a Memorandum of Agreement dated February 21, 2018 (the “Teleport MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, Sections 2, 3 and 4, in their entirety;
- ARTICLE IV RELOCATION WORK, PROCEDURE FOR DESIGN DEVELOPMENT, REVIEW, AND APPROVAL, in its entirety;
- ARTICLE V CONSTRUCTION OF THE RELOCATION WORK, in its entirety;
- ARTICLE VI TELECOM OWNER WORK, in its entirety;
- ARTICLE VII COST ALLOCATION, REIMBURSEMENT, AND BILLING, only Sections 1 and 3.b in their entirety;
- ARTICLE VIII CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE XI [sic] GENERAL PROVISIONS, only Sections 4, 7, 8, 10, and 11;
- EXHIBIT A – Utility Composite Map, but only for the purpose of, and to the extent that, it is referenced in the above-referenced Teleport MOA provisions; and
- EXHIBIT C – Relocation Work Contractors, in its entirety.

9.7 Qwest Government Services, Inc. d/b/a CenturyLink QGS

Owner and Qwest Government Services, Inc. d/b/a CenturyLink QGS (Telecom) entered into a Memorandum of Agreement dated January 31, 2018 (the “CenturyLink MOA”). The following

provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, Sections 2 and 3, in their entirety;
- ARTICLE IV RELOCATION WORK, PROCEDURE FOR DESIGN DEVELOPMENT, REVIEW, AND APPROVAL, in its entirety;
- ARTICLE V CONSTRUCTION OF THE RELOCATION WORK, in its entirety;
- ARTICLE VI TELECOM OWNER WORK, in its entirety;
- ARTICLE VII COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections 1 and 3.b, in their entirety;
- ARTICLE IX CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE XI GENERAL PROVISIONS, only Sections 4, 5, 7, 8, 9, 10, 11, and 12.i in their entirety;
- EXHIBIT A – Utility Composite Map, but only for the purpose of, and to the extent that, it is referenced in the above-referenced CenturyLink MOA provisions;
- EXHIBIT C, RELOCATION WORK CONTRACTORS, in its entirety; and
- APPENDIX 1, FIBERLIGHT LLC SPECIFICATIONS FOR UNDERGROUND AND AERIAL INSTALLATION, in its entirety.

9.8 Comcast Cable Communications Management, LLC

Owner and Comcast Cable Communications Management, LLC (Comcast) have entered into a Memorandum of Agreement dated October 13, 2017 (the “Comcast MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, Sections 2 and 3, in their entirety;
- ARTICLE IV RELOCATION WORK, PROCEDURE FOR DESIGN DEVELOPMENT, REVIEW, AND APPROVAL, in its entirety;
- ARTICLE V CONSTRUCTION OF THE RELOCATION WORK, in its entirety;
- ARTICLE VI TELECOM OWNER WORK, in its entirety;
- ARTICLE VII COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections 1, 2, and 3.b, in their entirety;
- ARTICLE IX CONSTRUCTION MATERIAL, in its entirety; and
- ARTICLE XI GENERAL PROVISIONS, only Sections 4, 5, 7, 8, 10, 11, 12.a, 12.b, 12.c, and 12.i;

- EXHIBIT A – Utility Composite Map, but only for the purpose of, and to the extent that, it is referenced in the above-referenced Comcast MOA provisions; and
- EXHIBIT C, RELOCATION WORK CONTRACTORS, in its entirety;

9.9 FiberLight, LLC

Owner and FiberLight, LLC (FiberLight) have entered into a Memorandum of Agreement dated December 5, 2017 (the “FiberLight MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, Sections 2 and 3, in their entirety;
- ARTICLE IV RELOCATION WORK; PROCEDURE FOR DESIGN DEVELOPMENT, REVIEW, AND APPROVAL, in its entirety;
- ARTICLE V CONSTRUCTION OF THE RELOCATION WORK, in its entirety;
- ARTICLE VI TELECOM OWNER WORK, in its entirety;
- ARTICLE VII COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections 1 and 3.b, in their entirety;
- ARTICLE IX CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE XI GENERAL PROVISIONS, only Sections 4, 5, 7, 8, 9, 10, 11, and 12.i in their entirety;
- EXHIBIT A – Utility Composite Map, but only for the purpose of, and to the extent that, it is referenced in the above-referenced FiberLight MOA provisions; and
- EXHIBIT C – Relocation Work Contractors, in its entirety.

9.10 Level 3 Communications, LLC

Owner and Level 3 Communications, LLC (Level 3) have entered into a Memorandum of Agreement dated November 10, 2017 (the “Level 3 MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, Sections 2, 3, and 4, in their entirety;
- ARTICLE IV RELOCATION WORK, PROCEDURE FOR DESIGN DEVELOPMENT, REVIEW, AND APPROVAL, in its entirety;
- ARTICLE V CONSTRUCTION OF THE RELOCATION WORK, in its entirety;
- ARTICLE VI TELECOM OWNER WORK, in its entirety;
- ARTICLE VII COST ALLOCATION, REIMBURSEMENT, AND BILLING, Section 1, in its entirety;

- ARTICLE IX CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE XI GENERAL PROVISIONS, only Sections 4, 5, 7, 8, 9, 10, 11, 12.i, and 12.j, in their entirety;
- EXHIBIT A – Utility Composite Map, but only for the purpose of, and to the extent that, it is referenced in the above-referenced Level 3 MOA provisions; and
- EXHIBIT C – Approved Firms for Relocation Work, in its entirety.

9.11 Lightower Fiber Networks I, LLC

Owner and Lightower Fiber Networks I, LLC (Lightower) have entered into a Memorandum of Agreement dated October 20, 2017 (the “Lightower MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, in its entirety;
- ARTICLE IV RELOCATION WORK, PROCEDURE FOR DESIGN DEVELOPMENT, REVIEW, AND APPROVAL, in its entirety;
- ARTICLE V CONSTRUCTION OF THE RELOCATION WORK, in its entirety;
- ARTICLE VI TELECOM OWNER WORK, in its entirety;
- ARTICLE VII COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections 1 and 3.b, in their entirety;
- ARTICLE IX CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE X NOTICES AND COMMUNICATIONS, in its entirety;
- ARTICLE XI GENERAL PROVISIONS, only Sections 2, 4, 6, 7, 8, 10, 11, 12.a, 12.b, 12.c, 12.i, and 12.j;
- EXHIBIT A – Utility Composite Map, but only for the purpose of, and to the extent that, it is referenced in the above-referenced Lightower MOA provisions;
- EXHIBIT B – Lightower Project Manager/Contacts, in its entirety; and
- EXHIBIT C – Design Firms approved Lightower Fiber Networks I, LLC, in its entirety.

9.12 Starpower Communications, LLC (d/b/a RCN)

9.12.1 Memorandum of Agreement

Owner and Starpower Communications, LLC d/b/a RCN (Starpower) have entered into a Memorandum of Agreement dated May 22, 2017 (the “Starpower MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article A are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, Sections 2 and 3, in their entirety;

- ARTICLE III RELOCATION WORK, in its entirety;
- ARTICLE IV COST ALLOCATION, REIMBURSEMENT, AND BILLING, Section 1, in its entirety;
- ARTICLE V CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE VII GENERAL PROVISIONS, Sections D, H, I, J, K, L, and U, in their entirety; and
- EXHIBIT A – Utility Composite Map, but only for the purpose of, and to the extent that, it is referenced in the above-referenced Starpower MOA provisions.

9.12.2 First Amendment to the Starpower MOA

Owner and Starpower have entered into a First Amendment to the Starpower MOA dated October 28, 2017 Memorandum of Agreement dated October 28, 2017. The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The First Amendment to the Starpower MOA, in its entirety.

9.13 MCI Communications Services, Inc.

9.13.1 MCI Communications Services, Inc. Memorandum of Agreement

Owner and MCI Communications Services, Inc., d/b/a Verizon Business Services (MCI), and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services (MCImetro) have entered into a Memorandum of Agreement dated May 21, 2018 (the “MCI MOA”). The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- ARTICLE I DEFINITIONS. Terms defined in Article I are incorporated only for the purpose of, and to the extent that, such terms are used in the following provisions;
- ARTICLE II PROJECT DESCRIPTION AND BASIC REQUIREMENTS, Sections 2, 3 and 4, in their entirety;
- ARTICLE IV RELOCATION WORK; PROCEDURE FOR DESIGN DEVELOPMENT, REVIEW, AND APPROVAL, in its entirety;
- ARTICLE V CONSTRUCTION OF THE RELOCATION WORK, in its entirety;
- ARTICLE VI TELECOM OWNER WORK, in its entirety;
- ARTICLE VII COST ALLOCATION, REIMBURSEMENT, AND BILLING, Sections 1 and 3.b, in their entirety;
- ARTICLE IX CONSTRUCTION MATERIAL, in its entirety;
- ARTICLE XI GENERAL PROVISIONS, Sections 4, 5, 7, 8, 9, 10, 11, and 12.j; in their entirety;
- EXHIBIT A – Location of Telecom’s Facilities, in its entirety;
- EXHIBIT C – Firms Approved by Telecom, in its entirety; and
- EXHIBIT D – Telecom Design & Construction Standards.

9.13.2 First Amendment to MCI MOA

Owner, MCI and MCImetro have entered into Amendment #1 to the MCI MOA dated August 13, 2018. The following provisions therefrom are Owner Utility Agreement requirements and are hereby incorporated into the Technical Provisions, except as otherwise expressly provided below:

- The First Amendment to MCI MOA, in its entirety.