



## COMMONWEALTH of VIRGINIA

### Commonwealth Transportation Board

Shannon Valentine  
Chairperson

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### RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

January 15, 2020

*Agenda item # 8*

#### MOTION

Made By: Ms. Hynes, Seconded By: Mr. Rucker

Action: Motion Carried, Unanimously

Title: Authorization for the Commissioner of Highways to  
Enter into a Second Supplement of the Ownership Agreement between the Virginia  
Department of Transportation and the Maryland State Highway Administration Relating  
to the Woodrow Wilson Memorial Bridge

WHEREAS, on or about June 15, 2001, Maryland (acting through the Maryland State Highway Administration) and Virginia (acting through the Virginia Department of Transportation), together with the United States Department of Transportation and the Federal Highway Administration and the District of Columbia, entered into the Agreement Covering the Ownership, Operation, Inspection, Maintenance, and Rehabilitation of the Woodrow Wilson Memorial Bridge (Ownership Agreement); and

WHEREAS, under the Ownership Agreement, Maryland and Virginia jointly own and share maintenance responsibility for the Woodrow Wilson Memorial Bridge, while Maryland owns and is responsible for certain non-Bridge portions of highways in Maryland leading to the Bridge, and Virginia owns and is responsible for certain non-Bridge portions of highways in Virginia leading to the Bridge (collectively, the Bridge Project); and

WHEREAS, on September 17, 2009, the Maryland State Highway Administration (MDSHA) and the Virginia Department of Transportation (VDOT) entered into a First Supplement to the Ownership Agreement addressing the maintenance of the Bridge Project (First Supplement); and

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Authorization for the Commissioner of Highways to Enter into a Second Supplement of the Ownership Agreement between the Virginia Department of Transportation and the Maryland State Highway Administration Relating to the Woodrow Wilson Bridge  
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**WHEREAS**, pursuant to the First Supplement, VDOT entered into the Woodrow Wilson Bridge Turnkey Asset Management Services (WWB TAMS) contract; and

**WHEREAS**, the WWB TAMS contract addressed in the First Supplement is expiring on April 14<sup>th</sup>, 2020 and the First Supplement, because its term runs concurrent with the WWB TAMS contract, will also be expiring; and

**WHEREAS**, in consultation with MDSHA and as authorized by the Commonwealth Transportation Board (Board), VDOT has let a new contract for operation, maintenance and inspection of the Bridge Project namely, the Woodrow Wilson Bridge Bundled Interstate Maintenance Services contract; and

**WHEREAS**, §33.2-221 B of the Code of Virginia empowers the Board to enter into all contracts (agreements) with other states necessary for the proper coordination of the location, construction, maintenance, improvement, and operation of transportation systems, including the systems of state highways with the highways of such other states, and where necessary, seek the approval of such contracts by the Congress of the United States; and

**WHEREAS**, VDOT has requested that the Board authorize the Commissioner to enter into the Second Supplement to the Ownership Agreement between VDOT and MDSHA to address operation, maintenance and inspection of the Woodrow Wilson Memorial Bridge Project, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways to enter into the Second Supplement to the Ownership Agreement between VDOT and MDSHA addressing operation, maintenance and inspection of the Woodrow Wilson Memorial Bridge Project, attached hereto as Exhibit A, with such changes and additions as the Commissioner deems necessary.

#####

## **CTB Decision Brief**

### **Authorization for the Commissioner of Highways to Enter into a Second Supplement of the Ownership Agreement between the Virginia Department of Transportation and the Maryland State Highway Administration Relating to the Woodrow Wilson Memorial Bridge**

**Issue:** Pursuant to §33.2-221 B of the *Code of Virginia*, the Virginia Department of Transportation (VDOT) is requesting that the Commonwealth Transportation Board (Board) authorize the Commissioner of Highways to sign the Second Supplement to the Ownership Agreement between the VDOT and the Maryland State Highway Administration (MDSHA) addressing maintenance activities relating to the Woodrow Wilson Memorial Bridge (WWB).

**Facts:** The Woodrow Wilson Memorial Bridge initial Ownership Agreement was signed on June 15, 2001. Maryland (acting through the Maryland State Highway Administration) and Virginia (acting through the Virginia Department of Transportation), together with the United States Department of Transportation and the Federal Highway Administration and the District of Columbia, entered into the Agreement Covering the Ownership, Operation, Inspection, Maintenance, and Rehabilitation of the Woodrow Wilson Memorial Bridge (Ownership Agreement). Under the Ownership Agreement, Maryland and Virginia jointly own and share maintenance responsibility for the Woodrow Wilson Memorial Bridge, while Maryland owns and is responsible for certain non-Bridge portions of highways in Maryland leading to the Bridge, and Virginia owns and is responsible for certain non-Bridge portions of highways in Virginia leading to the Bridge (collectively, the Bridge Project).

On September 17, 2009, the First Supplement to the Ownership Agreement, addressing the maintenance of the WWB and certain non-Bridge portions of highways in Maryland and Virginia leading to the Bridge, (First Supplement), was, pursuant to authorization by the Board, signed and implemented utilizing the Woodrow Wilson Memorial Bridge Turnkey Asset Management Services Contract (WWB TAMS). The WWB TAMS contract, which is addressed in the First Supplement, is expiring on April 14, 2020. The First Supplement, because its term runs concurrent with the WWB TAMS contract, will also be expiring.

In consultation with MDSHA, and as authorized by the Board, VDOT has let a new contract for operation, maintenance and inspection of the Bridge Project namely, the Woodrow Wilson Bridge Bundled Interstate Maintenance Services contract.

As presented to the Board in the December 2019 Workshop, it is now necessary for VDOT and MDSHA to enter into a second supplemental agreement to the WWB Ownership Agreement (Second Supplement) to address and ensure continued operation, maintenance and inspection of the Woodrow Wilson Memorial Bridge and certain non-Bridge portions of highways in Maryland and Virginia leading up to the Bridge. VDOT and MDSHA have jointly prepared/developed the Second Supplement, which is attached hereto as Exhibit A.

Pursuant to §33.2-221 B of the Code of Virginia the Board is empowered to enter into all contracts (agreements) with other states necessary for the proper coordination of the location, construction, maintenance, improvement, and operation of transportation systems, including the systems of state highways with the highways of such other states, and where necessary, seek the approval of such contracts by the Congress of the United States.

**Recommendation:** VDOT recommends that the Board delegate to the Commissioner of Highways the authority to enter into the Second Supplement to the Ownership Agreement between VDOT and MDSHA (attached hereto as Exhibit A), addressing operation, maintenance, and inspection of the Woodrow Wilson Memorial Bridge and certain non-Bridge portions of highways leading to the Bridge, with such changes as the Commissioner deems necessary.

**Action Required by the CTB:** Approve by majority vote the resolution providing the authorization recommended herein.

**Result, if Approved:** The Commissioner will be authorized to enter into the Second Supplement between VDOT and MDSHA, addressing operation, maintenance and inspection of the Woodrow Wilson Memorial Bridge.

**Options:** Approve, Deny or Defer

**Public Comments/Reactions:** N/A

**"Exhibit A"**

**SECOND SUPPLEMENT TO  
AGREEMENT COVERING THE OWNERSHIP, OPERATION, INSPECTION,  
MAINTENANCE, AND REHABILITATION OF THE  
WOODROW WILSON MEMORIAL BRIDGE**

THIS SECOND SUPPLEMENT TO AGREEMENT (Second Supplement)

made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between:

1. the State of Maryland (Maryland), acting by and through the Administrator of the Maryland State Highway Administration; and,
2. The Commonwealth of Virginia (Virginia), acting by and through the Commissioner of the Department of Transportation, with the approval of the Commonwealth Transportation Board;

WHEREAS, on or about June 15, 2001, Maryland and Virginia, together with the United States Department of Transportation and the Federal Highway Administration (collectively FHWA) and the District of Columbia (District), entered into the Agreement Covering the Ownership, Operation, Inspection, Maintenance, and Rehabilitation of The Woodrow Wilson Memorial Bridge (Ownership Agreement); and

WHEREAS, under the Ownership Agreement, Maryland and Virginia agreed to own and maintain the Bridge; and

WHEREAS, more specifically, under the Ownership Agreement, Maryland and Virginia jointly own and share responsibility for the Bridge, Maryland owns and is responsible for the non-Bridge portion of the Project located in Maryland, and Virginia owns and is responsible for the non-Bridge portion of the Project in Virginia; and

WHEREAS, on September 17, 2009,, Maryland and Virginia entered into a First Supplement to the Ownership Agreement addressing the maintenance of the Project, as that term was defined in the First Supplement; and

WHEREAS, pursuant to the First Supplement, Virginia entered into the Woodrow Wilson Bridge Turnkey Asset Management Services (WWB TAMS) contract; and

WHEREAS, the Woodrow Wilson Bridge Turnkey Asset Management Services (WWB TAMS) contract addressed in the First Supplement is ending on April 14<sup>th</sup>, 2020

WHEREAS, in consultation with Maryland, Virginia is letting a new contract for maintenance of the Project as defined in this Second Supplement, including the operation, maintenance and inspection of the Bridge, known as the Woodrow Wilson Bridge Bundled Interstate Maintenance Services (WWB BIMS) contract; and

WHEREAS, Maryland and Virginia desire to enter into this Second Supplement to agree on the use and implementation of the WWB BIMS contract as a resource to meet both joint and individual responsibilities of Maryland and Virginia under the provisions of the Ownership Agreement; and

WHEREAS, the Request for Proposals for the WWB BIMS contract, including all addendum currently issued or issued in the future (BIMS RFP), and the resulting WWB BIMS contract are incorporated by reference as part of this Second Supplement; and

WHEREAS, the Ownership Agreement is incorporated by reference as part of this

Second Supplement.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein set forth, Maryland and Virginia agree as follows:

1. For the purposes of this Second Supplement, the term Project means all of the area described in the Route Plan Sheet included as Attachment H of the BIMS RFP. All other terms have the meaning stated in the Ownership Agreement.

2. Maryland and Virginia will use the WWB BIMS contract to provide operation, maintenance, inspection and repair services for the Bridge and the Project.

3. Maryland and Virginia shall make available to each other and the WWB BIMS contractor, at no cost, access to all real property owned by the respective state necessary for inspection, maintenance and repair of the Project.

4. Maryland and Virginia shall allow any official vehicles of either state or of the WWB BIMS contractor to use any median crossover or other facilities belonging to or under control of the other state on or in the immediate vicinity of the Project for the purposes of inspection, maintenance, and/or repair.

5. Maryland and Virginia shall equally share the cost of the performance of the WWB BIMS contract in connection with the Bridge. Maryland will be responsible for the costs of performance of the WWB BIMS contract in connection with the non-Bridge portion of the Project work in Maryland. Virginia will be responsible for the

costs of performance of the WWB BIMS contract in connection with the non-Bridge portion of the Project work in Virginia.

6. All payments to the contractor under the WWB BIMS contract will be made by Virginia. No costs reimbursable by Maryland shall be incurred under the WWB BIMS contract until Maryland has provided written concurrence in the award of the contract.

7. In connection with administering performance under the WWB BIMS contract:

- a. Each state shall notify the other in writing immediately if any deductions should be assessed against the BIMS Contractor, consistent with the BIMS Contract, for the contract work performed in its state;
- b. On the first of each month, Maryland will provide Virginia an electronic itemized list of all deductions assessed to the contractor for the previous month, for the contract work to be performed in Maryland, including any and all pertinent information necessary to substantiate each deduction.

8. In connection with invoicing and payments under the WWB BIMS contract, Maryland agrees:

- a. to reimburse Virginia for the portion of the WWB BIMS contract costs that Maryland is responsible for under this Second Supplement;
- b. to review, approve and/or request modifications to all contractor invoices within five (5) days of receipt, with the understanding that the Contractor will simultaneously submit the invoice to Maryland and Virginia;
- c. to reimburse Virginia for Maryland's share of the WWB BIMS costs

as appropriately invoiced by Virginia, within thirty (30) calendar days of receipt;

d. to pay interest, at the rate provided in Maryland procurement law (Md. St. Fin. Code Ann. § 15-104) then in effect, calculated from Maryland's receipt of the invoice, should Maryland not reimburse Virginia within thirty (30) calendar days of the receipt of the invoice.

9. In connection with invoicing and payments under the WWB BIMS contract, Virginia agrees:

- a. to request the WWB BIMS contractor to provide a copy of each invoice to Maryland for its review and signed approval, before the invoice is submitted to Virginia;
- b. to process the WWB BIMS contractor's invoices for payment and make proper distribution of funds once Maryland and Virginia approve and sign the invoice;
- c. to submit an invoice to Maryland, at the time Virginia pays an approved WWB BIMS contractor's invoice, for Maryland's share of the WWB BIMS contract costs included within the approved WWB BIMS contractor's invoice; and,
- d. to submit an invoice to Maryland for interest due, at a rate in accordance with the Maryland law then in effect, calculated from the date Maryland received Virginia's invoice up to the date Maryland reimburses Virginia, should Maryland fail to reimburse Virginia within thirty (30) calendar days.

10. In the event Virginia does not make payment to the WWB BIMS contractor within the Prompt Payment time limits established under Virginia law and becomes liable to the contractor for prompt payment interest, Maryland shall not be responsible to pay any share of the interest.

11. Payments by Maryland under this Second Supplement are subject to appropriation by the Maryland General Assembly. The WWB BIMS contract will include the following provision (in which “the Department” means the Virginia Department of Transportation):

*Availability of Funds*

The obligation of the Department to make any payment under this Contract, or to continue from year to year and/or month to month all of the line item services initially provided for under this Contract, and the commitment obligation to pay for the same, is subject at all times to the availability of funds, including the annual appropriation of sufficient funds by the Virginia General Assembly and the Maryland General Assembly. In addition, if the availability of funding for this Contract is reduced (rather than curtailed) by the Virginia General Assembly or the Maryland General Assembly, or both the Department may in its sole discretion elect to reduce the total line item services under this Contract such that the Department may continue the Contract in part by paying the line item prices for such services they elect to have performed by the Contractor which shall be done upon sixty (60) calendar days written notice by the Department to the Contractor. The Contractor, by entering into a Contract with the Department, agrees that the said sixty (60) calendar

days written notice shall in all such circumstances constitute reasonable notice to the Contractor should the Department, in their sole discretion, elect to reduce the services performed under this Contract due to any decrease in the availability of funding. Should the provisions of this paragraph be invoked by the Department, and the Department elect to reduce the total line item services under this Contract such that the Department may continue the Contract in part paying the line item prices for such services they elect to have performed by the Contractor; the Contractor will not be entitled to any compensation or damages by any such actions of the Department under this Contract. Section X.40Termination and Default" shall not apply to any instance(s) where the availability of funding has been reduced and the Contract is not otherwise fully terminated. No user fees for use of the Transportation Facilities shall be established or collected by the Contractor under this Contract.

12. If, after award and execution of the WWB BIMS contract, it appears that Maryland funding is insufficient to cover Maryland's prospective and future costs under the WWB BIMS contract, Maryland will make all reasonable efforts to obtain additional funds through supplemental budget requests for winter operations or any other applicable means. If additional funds are not available, Virginia reserves the right to terminate or reduce WWB BIMS contract work in Maryland, consistent with the funds available.

13. Maryland and Virginia shall each provide a Contract Administrator for the WWBBIMS contract. Virginia Contractor Administrator shall occupy the role of Lead Contract Administrator for the WWB BIMS contract and shall readily and timely

provide all information relating to the contract to the Maryland Contract Administrator.

14. In consultation with Maryland, Virginia has been and will continue to be responsible for the procurement of the WWB BIMS contract. The Virginia Contract Administrator will have lead responsibility for the day to day administration of the WWB BIMS contract in connection with the non-Bridge portion of the Project work in Virginia. The Maryland Contract Administrator will have lead responsibility for the day to day administration of the WWB BIMS contract in connection with the non-Bridge portion of the Project work in Maryland. Lead responsibility for the day to day administration of the Bridge portion of the Project work shall be as specified in the Ownership Agreement. No costs shall be incurred under the WWB BIMS contract until Maryland has provided written concurrence in the award of the contract.

15. All tasks assigned under the WWB BIMS contract that will significantly affect the level of service will be issued by or approved by the Contract Administrator in the state where the service will be provided. Consensus must be obtained from the Contract Administrator from both states before assigning tasks that will affect level of service on the Woodrow Wilson Bridge.

16. Maryland will allow the WWB BIMS contractor to obtain salt and pre-treatment liquid chemicals for winter operations from the Maryland State Highway Administration's Oxon Hill salt facility. Virginia will allow the WWB BIMS contractor to obtain salt and pre-treatment liquid chemicals for winter operations from the Virginia Department of Transportation's Van Dorn salt facility.

17. As required by § I. 4B of the Ownership Agreement, *Indemnity*, the WWB

BIMS contract will require the contractor, and shall require that each subcontractor be required, to defend, indemnify, and save harmless Virginia and Maryland, and all of their employees and representatives, from any and all claims, demands and/or liabilities arising out of or in any way relating to the contractor's obligations and/or duties under the WWB BIMS contract and to maintain Virginia and Maryland as additional named insureds on any liability and/or other policies of insurance required by the WWB BIMS contract.

- a. The contractor's obligation to defend, indemnify, and save harmless Virginia and Maryland shall be primary and shall apply regardless of whether Virginia and/or Maryland are claimed or found to be jointly negligent, at fault, and/or in any way responsible with the contractor, excepting only such injury or damage as shall have been occasioned by the sole negligence or fault of Virginia and/or Maryland.
- b. With regard to the obligation to maintain Virginia and Maryland as additional named insureds on any liability and/or other policies of insurance required by the WWB BIMS contract:
  - i. All insurance policies required by the WWB BIMS contract shall contain endorsements stating that such coverage as is provided by the policies for the benefit of the additional insureds is primary and other coverage maintained by such additional insureds (if any) shall be non-contributing with the coverage provided under the policies.  
For the purposes of the paragraph "other coverage maintained by

such additional insureds" shall include but not be limited to: (a) claims made against the State of Maryland or brought against the State of Maryland under the State of Maryland Tort Claims Act, as amended, Md. State Govn't Code Ann. § 12-101 et. seq.; or, (b) claims made against the Commonwealth of Virginia or brought against the Commonwealth of Virginia under the Virginia Tort Claims Act, as amended, Va. Code § 8.01-195.1 et. seq..

- ii. All insurance policies required by the WWB BIMS contract shall contain waivers of subrogation with respect to all named insureds and additional named insureds shall provide that the bankruptcy or insolvency of the insured does not relieve the insurance company of its obligations under the policies.
- iii. In the event the WWB BIMS Contractor maintains insurance with limits exceeding the limits required, the certificates of insurance provided shall state the full extent of the coverage available to Virginia and Maryland. Such excess liability coverage will inure to the benefit of the additional insureds in the event of loss in excess of the minimum insurance required.
- iv. The WWB BIMS contractor is to be made responsible for the payment of all deductibles or self-insured retentions in the WWB BIMS contract.
- v. All insurance policies required by the WWB BIMS contract shall

include a provision that no act or omission of the contractor or any party acting under its direction will affect or limit the obligations of the insurance company in respect to any additional insured.

vi. No insurance policies required by the WWB BIMS contract shall contain any phrase or language with the intent that the insurance company has no duty to defend or indemnify against any claim or suit expressly excluded from coverage, and must provide that the insurance company has both the right and the duty to adjust a claim and provide a defense with a law firm acceptable to the Office of the Attorney General of Virginia.

18. The WWB BIMS contract will provide that the contractor's sole remedy for a dispute under the contract is provided for in Section X.11 of the BIMS RFP and culminates with the contractor's right to file a civil action against the Virginia Commissioner of Transportation as to such portion of the claim as is denied by the Commissioner pursuant to Va. Code §2.2-4364. Maryland shall work cooperatively with Virginia in connection with any such dispute and shall be responsible for its share of any settlement or recovery by the contractor consistent with Maryland's cost responsibilities under this Second Supplement. Maryland shall not be a party to any civil action brought by the WWB BIMS contractor under the disputes provisions of the WWB BIMS contract.

19. Virginia and Maryland desire to re-state and clarify their mutual rights and obligations as provided in § I.4 of the Ownership Agreement, *Sovereign*

*Immunity, Agency, and Indemnification.*

- a. First and foremost, Virginia and Maryland desire to preserve their sovereign immunity. Nothing in the Ownership Agreement or this Second Supplement shall be construed as a waiver by Virginia and/or Maryland of their sovereign immunity.
  - i. The primary purpose of this preservation of sovereign immunity is to ensure that Virginia and Maryland remain subject to suit only in their own state and that they not be subject to suit in the courts of the other state.
  - ii. In the event that either Virginia or Maryland is sued in a court of the other state, both states shall affirmatively request the court to dismiss the state being sued in the court of the other state on the basis of sovereign immunity or, in the alternative, as a matter of respect and comity.
  - iii. If the state being sued in the court of the other state is not dismissed on the basis of sovereign immunity or comity, both states shall affirmatively request the court to at least honor the immunities and privileges of the state being subjected to suit outside of its borders. For example, if Virginia is subject to suit in the courts of Maryland, the Maryland court would be requested to honor all immunities and privileges available to Virginia if sued in the courts of Virginia. Conversely, if Maryland is subject to suit in the courts of Virginia, the Virginia court would be requested to honor all immunities and privileges available to Maryland if sued in the courts of Maryland.

b. Second, Virginia and Maryland desire to extend their sovereign immunity to each other to the greatest extent permitted by applicable state law and to that end acknowledge that each state shall be considered to be the agent of the other (with all rights and privileges there unto appertaining) in the discharge of its obligations and duties relating to the Project, the Ownership Agreement, and this Second Supplement. The primary purpose of this extension of sovereign immunity is to ensure that in the event that one state is sued in a court of the other state and is not dismissed on the basis of sovereign immunity or comity and is not permitted to enjoy the same immunities and privileges as if would in the courts of its own state (See paragraph 18a. ii and iii above), the state being subject to suit in the courts of the other state will at least have the same immunity and privileges of the state in which the suit was brought. For example, if Virginia is subjected to suit in a court of the State of Maryland and the Maryland court refuses to afford Virginia the same immunities and privileges it would have if sued in the courts of Virginia, Virginia would at a minimum at least enjoy the same immunity and privileges as would Maryland in the courts of the State of Maryland. Conversely if Maryland is subjected to suit in a court of the Commonwealth of Virginia and the Virginia court refuses to afford Maryland the same immunities and privileges it would have if sued in the courts of Maryland, Maryland would at a minimum at least enjoy the same immunity and privileges as would

Virginia in the courts of the Commonwealth of Virginia.

- c. Third, Virginia and Maryland desire to re-state and clarify their indemnity related obligations regarding potential third party liability arising out of or relating to their joint ownership and maintenance of the Bridge and their ownership and maintenance of the non-bridge portions of the Project.
  - i. As set forth in paragraph 17 of this Second Supplement regarding contractor indemnity and insurance, it is the intent of Virginia and Maryland that the BIMS contractor is and be made responsible in the WWB BIMS contract for all claims arising out of or relating to the discharge of its duties under the BIMS contract for the entire Project, that the BIMS contractor indemnify Virginia and Maryland against any such loss, and that the BIMS contractor maintain insurance to protect against any such loss with Virginia and Maryland as additional named insureds.
  - ii. In addition to the primary protection afforded by contractor indemnity and insurance protection, it is the intent of Virginia and Maryland that each state only be subjected to suit in the courts of its own state as a consequence of any potential third party liability arising out of or relating to their joint ownership and maintenance of the Bridge and their ownership and maintenance of the non-Bridge portions of the Project.
  - iii. It is the intent of Virginia and Maryland to jointly share the expense of any third party liability claims relating to their joint ownership and

maintenance of the Bridge that is not covered by BIMS contractor indemnity and/or insurance.

iv. It is the intent of Virginia and Maryland that each state shall be responsible for all third party liability claims arising out of or relating to the non-Bridge portions of the Project in each respective state that is not covered by BIMS contractor indemnity and/or insurance.

To that end, as provided in § I. 4. B. of the Ownership Agreement, Virginia and Maryland will to the extent permitted by applicable state law indemnify the other against any such loss.

20. Maryland and Virginia each agree to honor the request of the other to inspect WWB BIMS contract records, including, but not limited to, payment records.

21. This Second Supplement will remain in effect for the duration of the WWB BIMS contract, including any contract extension, unless otherwise agreed to by both Maryland and Virginia.

22. Except as expressly modified by this Second Supplement, all provisions of the Ownership Agreement, including but not limited to § V. relating to Future Operation, Inspection, Maintenance, and Rehabilitation of the Bridge, shall remain in full force and effect.

23. The recitals included at beginning of this Second Supplement are incorporated as part of this agreement.

IN WITNESS WHEREOF, Maryland and Virginia have caused this Second Supplement to be executed by their proper and duly authorized officers, as of the day

and year first above written.

Witness:

**STATE OF MARYLAND**  
Maryland State Highway Administration

BY: \_\_\_\_\_  
Maryland State Highway Administrator

APPROVED FOR FORM  
AND LEGAL SUFFICIENCY:

Title: \_\_\_\_\_

Witness:

**COMMONWEALTH OF VIRGINIA**  
Virginia Department of Transportation

BY: \_\_\_\_\_  
Commissioner of Highways