

**MARYLAND HOUSE AND CHESAPEAKE HOUSE  
LEASE AND CONCESSION AGREEMENT  
MODIFICATION NO. 3 (GREEN ROOF AND WATER TOWERS REPAIRS)  
To  
MARYLAND TRANSPORTATION AUTHORITY  
CONTRACT NO. 60833436R  
I-95 TRAVEL PLAZAS**

**THIS MODIFICATION NO. 3** to Maryland Transportation Authority Contract No. 60833436R (the "Agreement") is effective as of March 6 201~~5~~, by and between the Maryland Transportation Authority (hereinafter referred to as "MDTA") and Areas USA MDTP, LLC (hereinafter referred to as "Concessionaire").

**WHEREAS**, the MDTA, an agency of the State of Maryland, entered into an Agreement, effective March 19, 2012, for the redevelopment of the two Service Area Travel Plazas, the Maryland House located in Harford County and the Chesapeake House located in Cecil County on the John F. Kennedy Highway with Concessionaire;

**WHEREAS**, the Agreement incorporated the Concessionaire's Proposal, which was received on November 10, 2011, which Proposal included a design incorporating a green roof on the Chesapeake House to reduce storm water run-off;

**WHEREAS**, the Agreement required that the new facilities achieve a Leadership in Energy and Environmental Design ("LEED") Silver level certification from the United States Green Building Council;

**WHEREAS**, the Agreement included the requirement to complete improvements shown in the Request for Proposals, Appendix B, Mandatory Work, Section B.3 – Elevated Potable Water and Painting and Repairs, including painting of the existing MDTA owned water towers;

**WHEREAS**, after execution of the Agreement, it was discovered that the ladders on the MDTA owned water towers did not meet Occupational Safety and Health Administration ("OSHA") requirements and MDTA desires that these ladders be upgraded to meet these requirements; therefore, MDTA desires that this additional work be completed on the MDTA owned water towers; and

**WHEREAS**, on July 25, 2013, the Authority Board unanimously approved these modifications to the Agreement that make up this Modification No. 3 and delegated authority to the Executive Director to finalize and execute the approval documents.

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**NOW, THEREFORE,** the parties agree as follows:

I. Green Roof Modifications

- A. The Agreement will be modified to remove the green roof design element from Concessionaire's Proposal, which was incorporated into the Agreement, and the green roof design will be replaced with a conventional designed roof for the Chesapeake House.
- B. Elimination of the green roof design on the Chesapeake House does not modify the requirement that the Concessionaire obtain LEED Silver level certification from the United States Green Building Council for the new facilities.

II. MDTA Owned Water Towers Modifications

- A. The Agreement will be modified as indicated on Attachment A to modify portions of the Request for Proposals, Appendix B - Mandatory Work, Section B.3 - Elevated Potable Water and Painting and Repairs as incorporated in Appendix 1 – Construction Provisions, Section 2.2.1- Mandatory Work – General.
- B. The Concessionaire will replace the ladder at the MDTA owned water tower located at the Maryland House facility which was identified as not meeting OSHA requirements and replace it with a ladder in compliance with Governmental Rules.
- C. The Concessionaire will make any additional necessary repairs discovered during the painting operations to the MDTA owned water towers to gain compliance with Governmental Rules; written approval from the MDTA Authorized Representative is required prior to performing additional necessary repairs.
- D. This modification to allow for additional work to the MDTA owned water towers to obtain compliance with Governmental Rules is a separate modification to the Agreement that has been approved by the MDTA Board and shall not be considered a change under Section 2.1, Scope of Work of the Agreement.
- E. This modification permitting extra work to the MDTA owned water towers to obtain compliance with Governmental Rules shall not exceed One Hundred Thousand Dollars (\$100,000.00).
- F. Increased costs that Concessionaire incurs for executing the extra work to the MDTA owned water towers may be separately invoiced by the Concessionaire to the MDTA or applied as a reduction to Concessionaire's Monthly Payments.

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- G. If the extra work to the MDTA owned water towers is separately invoiced, upon receipt of an approved invoice, MDTA shall remit payment directly to Concessionaire. Payments to Concessionaire for the increased costs associated with the extra work to the MDTA owned water towers shall not apply as a reduction to Concessionaire's Monthly Payments.

III. General

The terms and conditions of this Modification No. 3 constitute all of the additional rights and obligations of the parties. This Modification No. 3 does not serve to modify any other provisions of the Agreement which shall remain in full force and effect, unless expressly amended herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 3 to be executed in two original copies this 6<sup>th</sup> day of March, 2015.

Witness:

Trudy Edwards

MARYLAND TRANSPORTATION AUTHORITY

Bruce W. Gartner

Bruce W. Gartner  
Executive Director

Date: 3/6/15

Attest:

[Signature]

AREAS USA MDTP, LLC

By: [Signature]

Printed Name: Eduardo Uribe

Title: Vice President

Date: 2/26/15

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:  
this 4<sup>th</sup> day of March, 2015

Kimberly Phellessch  
Assistant Attorney General

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## **B.3 ELEVATED POTABLE WATER TANK PAINTING AND REPAIRS**

### **B.3.1 General**

The Concessionaire will be required to paint the existing water towers during the redevelopment of the Travel Plazas and complete any repairs or upgrades as directed by the MDTA's Authorized Representative. The following work will be required to be performed concurrently with redevelopment and prior to Operational Capability. All design and construction shall be in accordance with the requirements of this specification, including standards and references, and performance requirements.

Paint removal from the Maryland House and Chesapeake House tank is regulated by EPA and OSHA requirements and must be performed in a way that protects human health and the surrounding environment. Performance Specifications, Lead-Based Paint Removal and Disposal shall be followed.

The Concessionaire shall be fully responsible for the protection of its employees and those of any subcontractor personnel from overexposure to lead and chromium and to prevent the lead and chromium from entering the environment.

#### **B.3.1.1 Standards and References**

Design and construction of the structure, electrical/mechanical systems, and coating systems shall be in accordance with all applicable Governmental Rules and the relevant requirements of the Standards. The Concessionaire shall obtain clarification for any unresolved or perceived ambiguity prior to proceeding with any design and or construction.

### **B.3.2 Performance Requirements**

#### **B.3.2.1 Coating and Lining of Tanks**

The Concessionaire shall completely remove and replace all coatings and linings on both tanks; interior (wet), interior (dry), exterior, and piping located within the valve pits. The exterior piping and valving shall be replaced. All coatings/linings will be applied in accordance with the manufacturer's instructions.

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### Coating/Lining Systems

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|---------------------------|--|
| Exterior Coatings         | Approved coatings for the tank exterior shall be AWWA D102-03 Outside Coating System No. 5 Modified to a minimum 9.0 mils, total system of 9.0 – 15.0 mils |
| Interior (Linings) (Wet)  | Approved linings for the tank interior (wet) shall be AWWA D102-03 inside Coating System No. 1 (minimum AWWA DFT 8.0 mils)                                 |
| Interior (Dry) and Piping | Same as Interior (Wet)   |

#### B.3.2.2 Temporary Water Supply System

All coating materials shall be supplied by the same manufacturer. Final coating shall match the existing color scheme.

The Concessionaire is required to design, provide, and operate a temporary water supply system that maintains required flows and pressures to each Travel Plaza and, in the case of the Chesapeake House, to a portion of the Town of North East's distribution system while the tanks are offline. All work for the Chesapeake House shall be coordinated with the Town of North East. All temporary system attributes shall be as required by the Town of North East. This may include, but is not limited to, temporary potable water tanks, booster pumps, emergency power, and a control system.

#### B.3.2.3 Containment System

The Concessionaire shall design a containment system that meets the requirements of SSPC Class 1A, or as defined in the SSPC-Guide 6, "Guide for Containing Debris Generated During Paint Removal Operation". If the ground serves as the base of the containment, then the ground shall be covered with impermeable materials.

B.3.2.3.1 Visible emissions shall be determined in accordance with SSPC Guide 6, Section 5.5.1, Method - Visible Emissions. Visible emissions shall not exceed Level 1, which limits

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emissions to a cumulative duration of no more than one (1) percent of the work day. SSPC TU-7 provides guidance on performing visible emissions.

B.3.2.3.2 The Concessionaire shall not contaminate the soil. This includes the soil where land-based activities may occur. The Concessionaire shall take pre-job soil samples and post-job samples for lead analysis to be performed by an ELPAT-accredited laboratory in accordance with EPA Method 3050 or the laboratory's accredited procedure. Any clean-up procedures that are required and the associated costs that are a result of contamination of the soil as determined by the differences in the content of the pre- and post-job samples shall be the responsibility of the Concessionaire.

B.3.2.3.3 The Concessionaire shall comply with all the requirements of 40 CFR Parts 216 to 265, and COMAR 26.16, COMAR 26.13 for on site handling of debris.

B.3.2.3.4 The Concessionaire shall be responsible for waste characterization, disposing of hazardous waste, including preparation of manifests and arranging for transport by a certified waste hauler to a permitted facility.

B.3.2.3.5 All records are to be included in the Concessionaire's Tank Maintenance Record.

### **B.3.3 Safety**

B.3.3.1 The Concessionaire shall make the following safety modifications and necessary repairs as well as any deemed necessary by the Concessionaire:

1. Tank vent screens shall be replaced with stainless steel or other type of corrosion-resistant material screens.

B.3.3.2 The safety-climb devices currently installed on the interior ladders (wet and dry) of the Chesapeake service area tank shall be replaced. Stainless steel shall be used on the interior wet surfaces while equal or other corrosion-resistant materials may be used for the Interior dry ladder. These devices shall be installed after all painting operations have been completed on both interior surfaces (wet and dry). All related hardware (climbing devices/attachments) shall be provided to the MDTA.

B.3.3.3 Safety-climb devices shall be installed on the interior ladders (wet and dry) of the Maryland House Service Area tank. The Interior Wet device shall be stainless steel while the Interior dry may be identical or other corrosion-resistant material. These devices shall be installed after all painting operations have been completed on both interior surfaces (wet and dry). All related hardware (climbing devices/attachments) shall be provided to the MDTA.

B.3.3.5 The Concessionaire is to comply with all applicable Governmental Rules, including but not limited to: 29 CFR 1926, "Construction Industry Standards", COMAR 09.12.20, Occupational Safety and Health, 29 CFR 1926.62 with Maryland Amendments, and 29 CFR 1910.120, "Hazardous Waste Operations and Emergency Response".