



COMMONWEALTH of VIRGINIA

Virginia Passenger Rail Authority

DJ Stadler
Executive Director

919 East Main Street, Suite 2400
Richmond, Virginia 23219

(804) 303-8700
www.vpra.virginia.gov

Jennifer DeBruhl
Chairperson

RESOLUTION OF THE VIRGINIA PASSENGER RAIL AUTHORITY BOARD

January 23, 2024

MOTION

Made By: Rod Hall Seconded By: John Watkins

Action: Motion carried unanimously

Title: Authority to Execute Project Addendum for Alexandria Fourth Track Project

WHEREAS, on March 26, 2021, the Virginia Passenger Rail Authority (“VPRA”) and CSX Transportation, Inc. (“CSXT”) entered into a comprehensive rail agreement (the “CRA”); and

WHEREAS, the CRA contemplates a program of rail improvement projects between Richmond and Washington, D.C., some of which projects will be led by CSXT and some of which will be led by VPRA; and

WHEREAS, for each rail improvement project, the CRA contemplates CSXT and VPRA entering into a specific “project addendum” prior to the start of construction; and

WHEREAS, the parties have sufficiently advanced the Alexandria Fourth Track Project (which constitutes approximately six (6) miles of new fourth track between Alexandria interlocking at CFP 104.1 and RO Rosslyn interlocking at CFP 110.1) to the point where they are ready to enter into the corresponding project addendum and to begin construction activities; and

WHEREAS, pursuant to Table 2 of § 3.4.1 of the VPRA BYLAWS, the Board now desires to authorize the VPRA Executive Director to execute such project addendum.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the VPRA Executive Director to execute a project addendum between VPRA and CSXT in substantially the form attached hereto as **EXHIBIT A**, with any modifications he deems necessary or reasonable.

EXHIBIT A

[SEE ATTACHED DRAFT]

####

Project Addendum

Virginia Passenger Rail Authority
CSX Transportation, Inc.

Alexandria Fourth Track (R03A)
[•]¹, 2024



¹ Language in brackets subject to finalization between parties.

1	Definitions; Project Description; Roles; Changes	3
1.1	Definitions	3
1.2	General Description of Project.....	5
1.3	VPRA Role	6
1.4	CSXT Role.....	9
1.5	Changes to Scope	11
2	Funding Requirements	12
2.1	Federal Funding Partners	12
2.2	Audit	14
2.3	Required Notification	15
3	Project Costs; Notices to Proceed; Contractors; Payment	15
3.1	Project Cost Control Amounts	15
3.2	Notices to Proceed	15
3.3	CSXT Use of Contractors	16
3.4	Payment	17
4	Work Schedule	17
4.1	Work Schedule and Work Windows	17
4.2	Changes to Work Schedule	17
5	Project Reviews	17
5.1	Meetings	17
6	Person in Charge.....	18
6.1	VPRA Designated Representative	18
6.2	CSXT Designated Representative.....	18
7	Maintenance of Project Records.....	18
8	Governing Documents and Order of Precedence.....	18
9	Insurance Requirements.....	18

1 DEFINITIONS; PROJECT DESCRIPTION; ROLES; CHANGES

1.1 Definitions

Capitalized terms not defined herein will have the meanings assigned to those terms within the Master Construction Agreement (CSXT). In addition, the following terms shall have the respective meanings set forth below.

- 1.1.1 **"4th Track Engineering Agreement"** means the *Engineering and Design Agreement Alexandria to Rosslyn* between the parties dated August 2, 2021.
- 1.1.2 **"60% Plans"** means, collectively, the documents titled *CSX Transportation, Inc. City of Alexandria & Arlington County, VA Alexandria Fourth Track Project Central Division RF&P Subdivision MP CFP 104.1 to CFP 110.1, Level 3, Volume 1 (Track), Volume 2 (Utilities), and Volume 3 (Environmental)*, each dated February 24, 2023.
- 1.1.3 **"AF"** means Alexandria interlocking at CFP 104.1.
- 1.1.4 **"Comprehensive Rail Agreement"** means the *Comprehensive Rail Agreement* between the parties dated March 26, 2021.
- 1.1.5 **"Cost-Loaded"** means, with respect to a Work schedule, a schedule that links activities and their costs.
- 1.1.6 **"Construction Contingency Threshold"** means, with respect to the Project, \$1,000,000.
- 1.1.7 **"CSXT"** means CSX Transportation, Inc., a Virginia corporation.
- 1.1.8 **"DBE"** means a certified disadvantaged business enterprise, as defined under 49 CFR Part 26.
- 1.1.9 **"Early Work"** means any and all utility coordination and relocation activities required for the Project.
- 1.1.10 **"FRA"** means the Federal Railroad Administration.
- 1.1.11 **"Master Construction Agreement (CSXT)"** means the *Master Construction Agreement (CSXT)* between the parties dated March 31, 2021.

- 1.1.12 **“Performance Managers Committee”** means the committee of the same name established under Article 12 of the *Joint Operating and Maintenance Agreement* between the Parties dated March 26, 2021.
- 1.1.13 **“Project”** means the Alexandria Fourth Track Project, which constitutes approximately six (6) miles of new fourth track between AF and RO as defined by the 60% Plans, which 60% Plans will continue to be refined and revised as the Project design progresses.
- 1.1.14 **“Project Addendum”** means this project addendum.
- 1.1.15 **“Project Cost Control Amounts”** means collectively, the Estimated Project Cost, Construction Contingency Reserve, and the Maximum Not To Exceed Amount for the Project, each as defined within the Master Construction Agreement (CSXT).
- 1.1.16 **“RO”** means Rosslyn interlocking at CFP 110.1.
- 1.1.17 **“SWaM”** means a business entity that has been certified as a small, women-owned, and/or minority-owned business by the Virginia Department of Small Business and Supplier Diversity, and as those terms are defined under Va. Code § 2.2-1604.
- 1.1.18 **“VDOT”** means the Virginia Department of Transportation.
- 1.1.19 **“VPRA”** means the Virginia Passenger Rail Authority, a political subdivision of the Commonwealth of Virginia.
- 1.1.20 **“VRE”** means the commuter rail services known as the Virginia Railway Express.
- 1.1.21 **“Work”** means all tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct or incidental, to be performed, and all items tangible and intangible, to be provided by CSXT respecting the Project, including but not limited to the administration of the Project and furnishing of labor, materials, supplies, and equipment associated with such Project.
- 1.1.22 **“WMATA”** means the Washington Metropolitan Area Transportation Authority.

1.2 General Description of Project

The parties to this Project Addendum are CSXT and VPRA. This Project Addendum is entered into pursuant to (i) the Comprehensive Rail Agreement and (ii) § 3.3 of the Master Construction Agreement (CSXT).²

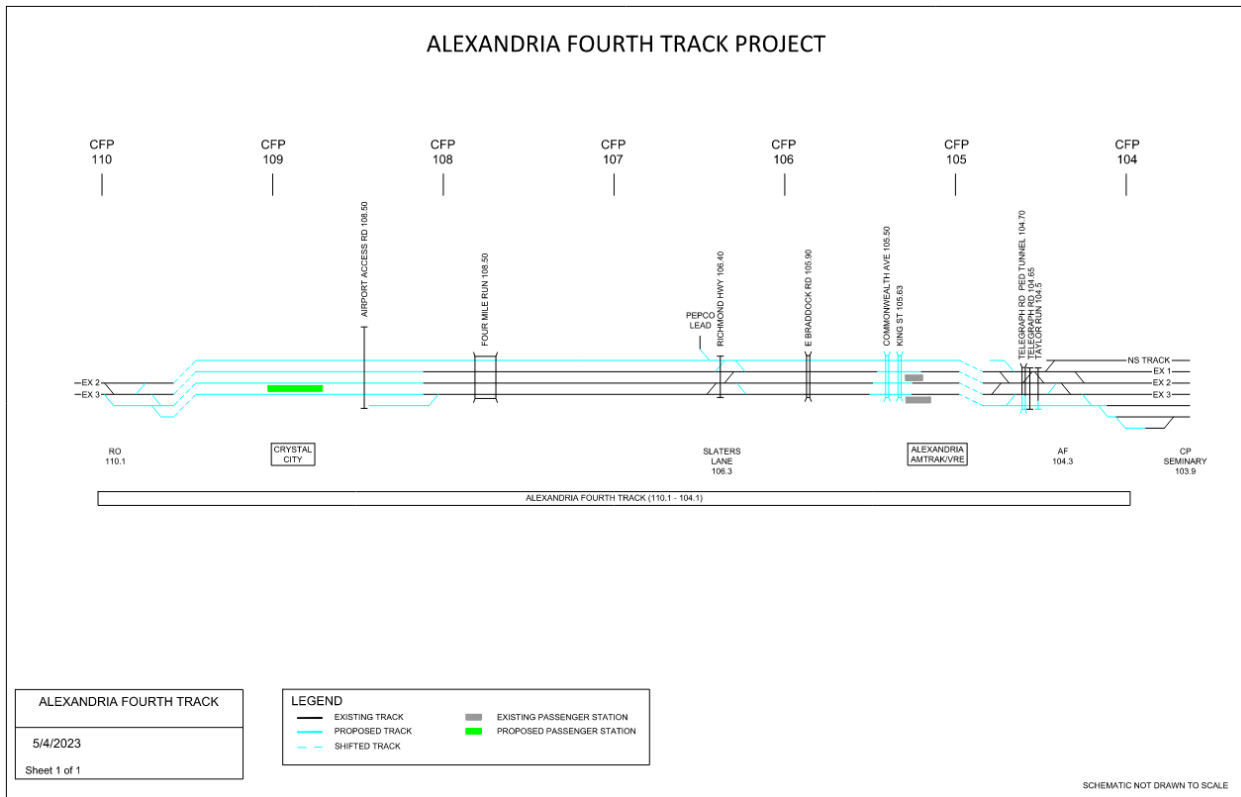
This Project Addendum follows the 4th Track Engineering Agreement and covers the construction-related services that are required to achieve Final Completion with respect to the Project, but does not cover the engineering and other efforts already covered by the 4th Track Engineering Agreement.

The Project consists of adding approximately six miles of fourth track and upgrades to the RO interlocking, as well as modifications to the interlockings at Slaters Lane and AF. Due to the existing environmental conditions, the Project is subject to permitting through federal, state, and local entities as part of the final design for the Project.

The Project design work will continue to be refined and revised under the 4th Track Engineering Agreement as such design work is completed. A track one-line schematic depicting the Project based on the 60% Plans is included below.

² CSXT's original counterparty under both agreements was the Virginia Department of Rail and Public Transportation. However, the agreements were assigned to the VPRA by agreement dated June 28, 2021. Thus, the Parties to this Project Addendum are VPRA and CSXT.

Figure 1



1.3 VPRA Role

1.3.1 VPRA-Led Activates. VPRA will lead the following Project activities with input and support from CSXT:

- 1.3.1.1 right-of-way – VPRA will lead all right-of-way acquisition activities;
- 1.3.1.2 Project work plan – VPRA will maintain and update a Project work plan;
- 1.3.1.3 Project risk register – VPRA will maintain and update a Project risk register and lead Project risk workshops;
- 1.3.1.4 budget – after receiving competitive bids for the Work to be performed by a Contractor, but prior to entering into any contract with a Contractor relating to the Project, CSXT shall deliver to VPRA a construction cost estimate as required under § 9.1 of the Master Construction Agreement (CSXT), and the Parties will follow the reconciliation process provided for in that section to develop the Estimated Project Cost;

- 1.3.1.5 Work Schedule – in accordance with § 5.2 of the Master Construction Agreement (CSXT), VPRA will review a CSXT-proposed construction schedule (inclusive of proposed Work Windows), and collaborate with CSXT to establish a baseline Work Schedule, and thereafter VPRA will review each monthly Work Schedule update provided by CSXT during the life of the Project;
 - 1.3.1.6 Master Work Schedule – VPRA will develop and maintain a Master Work Schedule in accordance with § 5.2 (a) of the Master Construction Agreement (CSXT), will update Work Schedules for VPRA scope elements, and will import the baseline Work Schedule and each CSXT-provided monthly Work Schedule update into the Master Work Schedule; and
 - 1.3.1.7 VPRA will lead coordination with FRA, VRE, Amtrak, WMATA, VDOT, City of Alexandria, and Arlington County, and all applicable regional bodies.
- 1.3.2 VPRA Construction-Related Support Activities. CSXT will lead the construction of the Project, with VPRA supporting CSXT with the following construction-related Project activities:
- 1.3.2.1 permitting – See **ATTACHMENT A1** (*Construction Permitting Plan*) and **ATTACHMENT A2** (*Environmental Permitting Plan*) for each Party's Project permitting responsibilities;
 - 1.3.2.2 environmental mitigations – VPRA will lead efforts to ensure that CSXT and its Contractor incorporate all environmental mitigation requirements related to the Project;
 - 1.3.2.3 compliance support – as part of its efforts under § 9.3(b) of the Master Construction Agreement (CSXT), and subject to that agreement, VPRA will assist CSXT in complying with requirements imposed by Funding Partners that are required by the Master Construction Agreement (CSXT);
 - 1.3.2.4 site access – subject to § 4.2 of the Master Construction Agreement (CSXT), VPRA will have access to the Project site for the purposes set forth in § 4.2 of the Master Construction Agreement (CSXT), specifically including (without limitation) that:

- 1.3.2.4.1 VPRA will perform field visits to confirm compliance with environmental commitments established in the applicable NEPA Documents and to compare field conditions to CSXT's documentation relating to environmental controls during the life of construction,
- 1.3.2.4.2 [the Parties will collaborate to establish a process whereby [one or two] VPRA inspectors (which may include VPRA contractors) are permitted on the Project site each day during which Work is performed without the need for repetitive advanced notice to CSXT;]
- 1.3.2.5 participate in at least monthly Project review meetings (pursuant to § 7.1 of the Master Construction Agreement (CSXT));
- 1.3.2.6 assist CSXT to identify long lead time materials;
- 1.3.2.7 conduct periodic reviews with respect to Davis Bacon requirements to the extent required by law;
- 1.3.2.8 quality assurance – VPRA may opt to (but has no duty to) review/audit any quality records provided by CSXT under an approved quality assurance plan;
- 1.3.2.9 Contractor requests for information – if requested by CSXT, VPRA will support CSXT in its response to Contractors' requests for information;
- 1.3.2.10 as-built plans – VPRA will support CSXT with review of the Contractor prepared as-built drawings and construction documents;
- 1.3.2.11 communications – VPRA will work with CSXT to develop a written communications plan, inclusive of organizational charts and points of contact, that will be utilized for communication among key individuals and organizations during construction; and
- 1.3.2.12 service planning and service interruption notices – VPRA will participate in Performance Managers Committee meetings and coordinate with Amtrak and the VRE commissions to communicate all service interruptions arising from the Project to public passengers.

- 1.3.3 Rights under Master Construction Agreement (CSXT). This § 1.3 (*VPRA Role*) is meant to supplement the rights and duties of VPRA under the Master Construction Agreement (CSXT), but nothing in this § 1.3 (*VPRA Role*) shall alter such rights and duties.

1.4 CSXT Role

- 1.4.1 CSXT-Led Activities. Except for items allocated to VPRA under the Master Construction Agreement (CSXT) or § 1.3 (*VPRA Role*) of this Project Addendum, CSXT is responsible for all Work identified within the scope of Work and included in the construction cost estimate, to achieve Final Completion of the Project. Absent a letter of no prejudice issued by an authorized VPRA employee, CSXT shall not proceed with any portions of the Work until VPRA has issued a corresponding written notice to proceed. CSXT's role includes:
- 1.4.1.1 permitting – see **ATTACHMENT A-1** (*Construction Permitting Plan*) and **ATTACHMENT A-2** (*Environmental Permitting Plan*) for each Party's Project permitting responsibilities;
 - 1.4.1.2 risk register support – CSXT will reasonably cooperate with VPRA to identify risks associated with construction in connection with the risk register, as developed, maintained, and updated in accordance with § 1.3.1.3, provide input to VPRA in advance of risk workshops, and participate in risk workshops;
 - 1.4.1.3 Project safety – CSXT will be responsible for site access and work health and safety policies and procedures;
 - 1.4.1.4 utility coordination and relocations – CSXT shall lead all utility coordination and relocations necessary for the Project; financial responsibility for any utility relocation costs will be handled in accordance with the Comprehensive Rail Agreement, with CSXT coordinating the initial outreach with utility providers;

- 1.4.1.5 Work Schedule – in accordance with § 5.2 of the Master Construction Agreement (CSXT), CSXT will deliver to VPRA a contractor-prepared proposed construction schedule, inclusive of proposed Work Windows [(such proposed construction schedule shall be a Cost-Loaded] Schedule), and collaborate with VPRA to establish a finalized, Cost-Loaded baseline Work Schedule, and thereafter deliver to VPRA monthly Work Schedule updates during the life of the Project. Once the Parties agree on a finalized Work Schedule, CSXT shall provide to VPRA a schedule of values using the form attached as **ATTACHMENT E** (*Form of CSXT Invoice*), with the column “Budgeted Cost (\$)” filled in with dollar values that correspond to each CBS code within **ATTACHMENT E** (*Form of CSXT Invoice*), which dollar values shall be consistent with the finalized Cost-Loaded baseline Work Schedule. [For clarity, any Cost-Loaded Schedule delivered by CSXT under this Project Addendum will not operate to cap compensation associated with any particular Work task;]
- 1.4.1.6 CSXT will provide to VPRA any look-ahead schedules provided to CSXT by its Contractor(s);
- 1.4.1.7 flagging – CSXT will coordinate and supply all flagging resources, subject to availability;
- 1.4.1.8 construction-specific activities:
- 1.4.1.8.1 quality – CSXT shall develop, or cause to be developed, a construction quality assurance and quality control plan for the Project, and shall ensure all Work has undergone quality review in accordance with such plan, and that all Work meets the Applicable Project Standards;
 - 1.4.1.8.2 reporting – CSXT will provide VPRA monthly Project evaluation reports as required under § 7.2 of the Master Construction Agreement (CSXT);
 - 1.4.1.8.3 summary information – to the extent VPRA requests more frequent reporting than monthly, then CSXT may provide such reports without obligation, and to the extent provided, such reports will be at VPRA’s cost;

- 1.4.1.8.4 as-builts – CSXT will prepare and provide as-built drawings and construction documents to VPRA for review and for record keeping purposes;
- 1.4.1.9 CSXT will perform the following adjacent project coordination:
 - 1.4.1.9.1 CSXT will coordinate with VPRA and the VRE commissions for the Alexandria Station and Railroad Bridges over King Street and Commonwealth Avenue projects;
 - 1.4.1.9.2 CSXT will coordinate with VPRA, the VRE commissions, and Amtrak for the Crystal City Station projects;
- 1.4.1.10 communications – CSXT will work with VPRA to develop a written communications plan, inclusive of organizational charts and points of contact, that will be utilized for communication among key individuals and organizations during construction;
- 1.4.1.11 CSXT will require its Contractor(s) to report DBE usage to VPRA monthly using the form attached as **ATTACHMENT I** (*Monthly DBE Participation Report*); and
- 1.4.1.12 CSXT will require its Contractor(s) to report SWAM usage to VPRA monthly, and may use (but is not required to use) the form attached as **ATTACHMENT J** (*Monthly Small Business Contracting Plan Report*) for VPRA’s own internal tracking purposes; and
- 1.4.1.13 service planning and service interruption notices – CSXT will submit requests for any required passenger rail service interruptions or slow orders in accordance with the protocols established by the Performance Managers Committee.
- 1.4.2 **Rights under Master Construction Agreement (CSXT)**. This § 1.4 (*CSXT Role*) is meant to supplement the rights and duties of CSXT under the Master Construction Agreement (CSXT), but nothing in this § 1.4 (*CSXT Role*) shall alter such rights and duties.

1.5 Changes to Scope

Changes to the scope will be completed in accordance with §§ 4.4 and 4.5 of the Master Construction Agreement (CSXT). Modifications expected to exceed the Construction

Contingency Threshold are subject to the prior approval of VPRA in accordance with § 8.1(c) of the Master Construction Agreement (CSXT).

2 FUNDING REQUIREMENTS

2.1 Federal Funding Partners

VPRA anticipates receiving federal financial assistance on the Project in the form of the following FRA-administered grants: (i) a U.S. Department of Transportation (“USDOT”) Infrastructure for Rebuilding America (INFRA) Program grant, and (ii) a Congestion Mitigation and Air Quality Improvement (“CMAQ”) Program grant. Accordingly, this Project Addendum and any third-party contracts CSXT awards in connection with the Project, are subject to the requirements imposed upon VPRA as a condition of its receipt of federal financial assistance. The Parties agree that the attachments noted in Table 2.1 below are incorporated into this Project Addendum, and CSXT will comply with such attachments to the extent required by federal law, and incorporate the requirements of those attachments into any applicable third-party agreements. If CSXT is not reimbursed for work performed under this Project Addendum, or otherwise incurs an adverse impact, due to an alleged failure to comply with any provision of an attachment included in Table 2.1, CSXT reserves the right to challenge such provision as being outside the scope of the requirements of federal law. If CSXT is successful in this challenge, CSXT will not be contractually bound to adhere to such provision. Table 2.1 presents a table of attachments as a convenience only; nothing in Table 2.1 is binding upon the Parties. The obligations of the Parties are expressed in the attachments.

TABLE 2.1

ATTACHMENT	APPLICATION TO CSXT UNDER PROJECT ADDENDUM	REQUIRED FLOW DOWNS TO CONTRACTORS FOR THIRD-PARTY PROJECT AGREEMENTS
ATTACHMENT B <i>(Special Terms and Conditions (Federal Railroad Administration Clauses))</i>	<ol style="list-style-type: none"> 1. CSXT complies as “Contractor” 2. Project Addendum to the Master Construction Agreement (CSXT), as an agreement under the Comprehensive Rail Agreement, constitutes the “Contract” 	<ol style="list-style-type: none"> 1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety 2. Each contract or subcontract will constitute a discrete “Contract”

<p>ATTACHMENT G <i>(Standard Federal Equal Opportunity Construction Contract Specifications (Executive Order 11246))</i></p>	<ol style="list-style-type: none"> 1. CSXT complies as “Contractor” 2. Project Addendum to the Master Construction Agreement (CSXT), as an agreement under the Comprehensive Rail Agreement, constitutes the “Contract” 	<ol style="list-style-type: none"> 1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety 2. Each contract or subcontract will constitute a discrete “contract”
<p>ATTACHMENT K <i>(Special Provision Regarding the Utilization of Disadvantaged Business Enterprises on Certain Federally Assisted Contracts)</i></p>	<ol style="list-style-type: none"> 1. CSXT complies as “Contractor” (not applicable to CSXT self-performed work) 2. Project Addendum to the Master Construction Agreement (CSXT), as an agreement under the Comprehensive Rail Agreement, is a “DOT-assisted contract” and constitutes the “Contract” 	<ol style="list-style-type: none"> 1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety
<p>ATTACHMENT L <i>(General Terms and Conditions under the Fiscal Year 2022 Infrastructure for Rebuilding America (INFRA) Program: FRA Projects)</i></p>	<ol style="list-style-type: none"> 1. CSXT complies with requirements 2. the “agreement” is the grant agreement between VPRA and FRA (CSXT is not a party to it but has limited duties under ATTACHMENT L as a subrecipient to assist VPRA to comply with grant requirements) 	<ol style="list-style-type: none"> 1. None; third-party flow down requirements arising from ATTACHMENT L are included within ATTACHMENTS B, G, and K

<p>ATTACHMENT M (Exhibits to FRA Grant Agreements under the Fiscal Year 2022 INFRA Program)</p>	<ol style="list-style-type: none"> 1. CSXT complies with requirements 2. the “agreement” is the grant agreement between VPRA and FRA (CSXT is not a party to it but has duties under ATTACHMENT M as a subrecipient to assist VPRA to comply with grant requirements, and to flow down certain requirements to Contractors and subcontractors) 	<ol style="list-style-type: none"> 1. CSXT to incorporate Appendices A and E, and Term B.5 into Project-related contracts and require incorporation into subcontracts of any tier
<p>ATTACHMENT N (Department of Transportation Federal Railroad Administration Grant Agreement – Attachment 1 Standard Terms and Conditions)</p>	<ol style="list-style-type: none"> 1. CSXT complies with requirements; incorporated as part of CMAQ funding requirements by FRA 2. the “agreement” is the grant agreement between VPRA and FRA (CSXT is not a party to it but has duties under ATTACHMENT N as a subrecipient to assist VPRA to comply with grant requirements, and to flow down certain requirements to Contractors and subcontractors) 	<ol style="list-style-type: none"> 1. None; third-party flow down requirements arising from ATTACHMENT L are included within ATTACHMENTS B, G, and K
<p>ATTACHMENT H (Build America, Buy America Certification)</p>	<ol style="list-style-type: none"> 1. CSXT to execute and deliver certificate to VPRA concurrently with Project Addendum execution 	<ol style="list-style-type: none"> 1. CSXT to require Contractors and subcontractors of all tiers to execute and deliver certificate concurrently with proposal/bid submittals

2.2 Audit

All work on the Project shall be performed and audited in accordance with 2 C.F.R. parts 200 and 1201.

2.3 Required Notification

CSXT will insert the following notification in all solicitations for work or material on Project:

CSXT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C., §§ 2000d to 2000d-4), 49 C.F.R. Part 21, and 28 C.F.R. section 50.3 hereby notifies all bidders/offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids/proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3 PROJECT COSTS; NOTICES TO PROCEED; CONTRACTORS; PAYMENT

3.1 Project Cost Control Amounts

The Parties acknowledge and agree that, for the purpose of supporting Early Work and right-of-way acquisition work, they are entering into this Project Addendum before final design for the Project has been completed, and before establishing the Project Cost Control Amounts. However, in accordance with §§ 8.1, 9.1, and 9.2 of the Master Construction Agreement (CSXT), the Project Cost Control Amounts will be established by the Parties at or near the completion of the design work for the Project. CSXT's right to payment will not be prejudiced by performance of any Work prior to final design or establishing the Project Cost Control Amounts. Upon CSXT's receipt of firm construction pricing from its Contractor(s), the Parties will meet and confer, and work together in good faith to establish such amounts and, once established, will amend this Project Addendum with the form attached hereto as **ATTACHMENT C** (*Project Cost Control Amounts*) to include such amounts. For clarity, VPRA may establish a VPRA-controlled contingency reserve fund with respect to the Project to be funded independently of any agreement with CSXT by VPRA and applied by VPRA in its sole discretion; such VPRA-controlled contingency reserve fund will be separate and apart from the Construction Contingency Reserve established as part of the Maximum Not To Exceed Amount under § 8.1(a) of the Master Construction Agreement (CSXT).

3.2 Notices to Proceed

As Project status and conditions allow, VPRA will issue written notices to proceed with respect to portions or all of the Work to CSXT as follows:

- 3.2.1 one or more Early Work notices to proceed authorizing CSXT to undertake specifically-defined Early Work, with a corresponding compensation cap for the authorized Early Work, with this Project Addendum constituting the notice to proceed for the following initial Early Work activities:

3.2.1.1 vegetation management services as further described in **ATTACHMENT O (Vegetation Clearing Proposal)**,³ the compensation for which shall not exceed two million dollars (**\$2,000,000**) without VPRA's prior written authorization; and

3.2.1.1 *the construction of all improvements necessary to construct a new multiple use fiber optic duct bank containing 137,000 linear feet of 1.5-inch SDR-9 HDPE conduits from MP CFP-104 to MP CFP-110 along with 190 linear feet of jack and bore with schedule 80 steel casing and 41 – 3' by 5' handholes with markers*, the compensation for which shall not exceed \$[●] without VPRA's prior written authorization; and

3.2.2 a construction notice to proceed authorizing CSXT to undertake any and all portions of the Work not yet underway.

In accordance with § 5.1 of the Master Construction Agreement (CSXT), CSXT shall commence the relevant Work within thirty (30) days after delivery of any notice to proceed by VPRA, provided that all other requirements of § 5.1 are also met, with the Parties to agree upon an amount in lieu of the EPC for any notices to proceed delivered by VPRA prior to the establishment of the EPC.

3.3 CSXT Use of Contractors

3.3.1 In accordance with § 9.3(b) of the Master Construction Agreement (CSXT), at least thirty (30) days prior to publication, CSXT shall provide to VPRA for review and comment any solicitation document used to hire a Contractor to perform Work. In each case, the Parties will work in good faith to establish a corresponding Maximum Bid Amount, as required by §§ 9.3(b) and (c) of the Master Construction Agreement (CSXT). Among other provisions and in accordance with § 5.4 of the Master Construction Agreement (CSXT), CSXT shall include liquidated damages for Contractor's failure to complete the applicable Work by the Final Completion deadline in accordance with the applicable Work Schedule.

3.3.2 Procurements to be undertaken by CSXT must comply with the Master Construction Agreement (CSXT).

³ The scope of the vegetation management services includes some work that benefits this Project, and some work that benefits the Franconia-Springfield Bypass Project. For ease of administration, the full vegetation management services will be performed under this Project Addendum for the benefit of both projects. CSX will ensure that its contractor invoices work provided for each project separately, and identifies the corresponding project name and purchase order number on invoices for the vegetation management work.

- 3.3.3 Unless otherwise approved by VPRA, CSXT shall require its Contractor(s) to defend, indemnify, and hold harmless VPRA in accordance with § 24.1 of the Master Construction Agreement (CSXT).
- 3.3.4 In accordance with § 9.4 of the Master Construction Agreement (CSXT), CSXT shall require payment and performance bonds with penal sums set at 100% of the value of the bonded contract. Such bonds shall name VPRA as an additional obligee.

3.4 Payment

CSXT will submit and VPRA will pay invoices for Project Costs in accordance with § 14 of the Master Construction Agreement (CSXT). CSXT will submit invoices using the form attached hereto as **ATTACHMENT E** (*Form of CSXT Invoice*), *provided however*, that upon implementation of VPRA's electronic vendor portal, VPRA may require CSXT to submit invoices related to the Project electronically through such vendor portal without substantive change to the content or form of Attachment E. CSXT Self-Performed Work shall be invoiced at the contemporaneous fully-burdened labor rates paid by CSXT for each individual CSXT employee providing labor on the Project. At any time during the Project, within five (5) business days after a request from VPRA, CSXT shall provide supporting documentation demonstrating the contemporaneous fully-burdened labor rates paid by CSXT to CSXT forces for the CSXT Self-Performed Work.

4 WORK SCHEDULE

4.1 Work Schedule and Work Windows

The Work Schedule and Work Windows will be developed and agreed by the Parties in accordance with §§ 1.3 (*VPRA Role*) and 1.4 (*CSXT Role*) of this Project Addendum, and § 5.2(b) of the Master Construction Agreement (CSXT).

4.2 Changes to Work Schedule

Changes to the Work Schedule will be completed in accordance with § 5.2(d) of the Master Construction Agreement (CSXT).

5 PROJECT REVIEWS

5.1 Meetings

The Parties' Designated Representatives and other required Parties will hold Project review meetings in accordance with § 7.1 of the Master Construction Agreement (CSXT). These meetings will be held at least monthly and (depending on the contemporaneous ongoing Project activities) shall be held at more frequent intervals if requested by VPRA.

6 PERSON IN CHARGE

6.1 VPRA Designated Representative

Todd Hopkins
919 E. Main Street
Suite 2400
Richmond, VA 23219
Todd.Hopkins@vpra.virginia.gov

6.2 CSXT Designated Representative

Brandon Knapp
Sr. Director – Mid-Atlantic Construction
500 Water Street – J350
Jacksonville FL, 32202
brandon_knapp@csx.com

7 MAINTENANCE OF PROJECT RECORDS

CSXT shall maintain records and data and provide VPRA access to such records and data in accordance with § 16.9 of the Master Construction Agreement (CSXT). In addition, CSXT shall include in its contracts with any Contractors (of any tier) undertaking Work pursuant to this Project Addendum an obligation by the Contractor to equally maintain any such records and data, which will be subject to access by CSXT, and which may in turn be provided to VPRA.

8 GOVERNING DOCUMENTS AND ORDER OF PRECEDENCE

Conflicts between Contract Documents will be resolved in accordance with § 2.2 of the Master Construction Agreement (CSXT).

9 INSURANCE REQUIREMENTS

CSXT shall require its Contractor(s) performing Work pursuant to this Project Addendum to obtain and maintain the insurance coverage types and amounts set forth in **ATTACHMENT D (Insurance Requirements)** to this Project Addendum.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, this Project Addendum has been executed the day and year set out below, on the part of VPRA and CSXT by authority duly given.

VPRA:

CSX TRANSPORTATION, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Remainder of this page intentionally left blank

ATTACHMENT A-1
CONSTRUCTION PERMITTING PLAN
[SEE ATTACHED]

ATTACHMENT A-2
ENVIRONMENTAL PERMITTING PLAN
[SEE ATTACHED]

ATTACHMENT B

**SPECIAL TERMS AND CONDITIONS
(Federal Railroad Administration Clauses)**

[SEE ATTACHED]

ATTACHMENT C
PROJECT COST CONTROL AMOUNTS

Defined Term	Value
Estimated Project Costs	[to be developed at or near final design pursuant to § 9.1 of the Master Construction Agreement (CSXT)]
(CSXT) Construction Contingency Reserve	[to be developed at or near final design pursuant to § 8.1 of the Master Construction Agreement (CSXT)]
Maximum Not To Exceed Amount	[to be developed at or near final design pursuant to § 8.1 of the Master Construction Agreement (CSXT)]

ATTACHMENT D
INSURANCE REQUIREMENTS
[SEE ATTACHED]

END OF ATTACHMENT D (*INSURANCE REQUIREMENTS*)

ATTACHMENT E
FORM OF CSXT INVOICE
[SEE ATTACHED]

ATTACHMENT F
[RESERVED]

ATTACHMENT G

**STANDARD FEDERAL EQUAL OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

[SEE ATTACHED]

ATTACHMENT H
BUILD AMERICA, BUY AMERICA CERTIFICATION
[SEE ATTACHED]

ATTACHMENT I
MONTHLY DBE PARTICIPATION REPORT
[SEE ATTACHED FORM]

ATTACHMENT J
MONTHLY SMALL AND DIVERSE BUSINESS PARTICIPATION REPORT
[SEE ATTACHED FORM]

ATTACHMENT K

**SPECIAL PROVISION REGARDING THE UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES ON CERTAIN FEDERALLY ASSISTED CONTRACTS**

[SEE ATTACHED FORM]

ATTACHMENT L
FRA GENERAL TERMS AND CONDITIONS (INFRA FUNDING)
[SEE ATTACHED FORM]

ATTACHMENT M

**EXHIBITS TO FRA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2022
INFRA PROGRAM**

[SEE ATTACHED FORM]

ATTACHMENT N

**DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
GRANT AGREEMENT – ATTACHMENT 1
STANDARD TERMS AND CONDITIONS**

[SEE ATTACHED]

ATTACHMENT O
VEGETATION CLEARING PROPOSAL
[SEE ATTACHED]