

DESIGN-BUILD AGREEMENT EXHIBITS

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EXHIBIT A – ACRONYMS AND DEFINITIONS

As used in the Design-Build Agreement to which this Exhibit is attached and in the other Contract Documents (unless otherwise specified therein), the following acronyms and terms shall have the meanings set forth below (unless the context requires otherwise).

A.1 Acronyms

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACM	Asbestos-containing Materials
ADA	Americans with Disabilities Act
AES	Area of Environmental Sensitivity
AGC	Associated General Contractors of America, Inc.
AHJ	Authorities Having Jurisdiction
AISC	American Institute of Steel Construction
AMRL	AASHTO Materials Reference Laboratory
ANSI	American National Standards Institute
AOR	Audited Overhead Rate
APE	Area of Potential Effect
APL	Approved Products List
APS	Accessible Pedestrian Signals
AREMA	American Railway Engineering and Maintenance Association
ARTBA	American Road and Transportation Builders Association
ASCII	American Standard Code of Information Interchange
ASTM	ASTM International; formerly American Society of Testing and Materials
ATC	Alternative Technical Concept
ATMS	Advanced Traffic Management System
BMP	Best Management Practices
CADD	Computer-Assisted Drafting and Design
CCI	ENR Construction Cost Index
CCTV	Closed-Circuit Television
CFR	Code of Federal Regulations
CHBC	Criminal History Background Check
CIP	Cast-In-Place

CLOMA	Conditional Letters of Map Amendment
CLOMR	Conditional Letters of Map Revision
CLSM	Controlled Low Strength Material
CMS	Changeable Message Sign
CMP	Communications Plenum Cable or Corrugated Metal Pipe
CPM	Critical Path Method
CPR	Concrete Pavement Rehabilitation
CPT	Cone Penetration Test
CQM	Construction Quality Manager
CQP	Construction Quality Procedure
C&S	Communications and Signals
DBA	Design-Build Agreement
DBE	Disadvantaged Business Enterprise
DCP	Dynamic Cone Penetrometer or Penetration Index Method
DDOT	The District Department of Transportation
DMS	Dynamic Message Sign
DQM	Design Quality Manager
DQMP	Design Quality Management Plan
DSBSD	Department of Small Business and Supplier Diversity
EA	Environmental Assessment
EAW	Environmental Assessment Worksheet
ECM	Environmental Compliance Manager
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EMI	Environmental Monitoring Inspector
EMR	Environmental Monitoring Report
EOR	Engineer of Record
EPA	(U.S.) Environmental Protection Agency
EPD	Escrowed Proposal Documents
ESA	Endangered Species Act
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulation
FCC	Federal Communications Commission
FDC	Field Design Change
FEIS	Final Environmental Impact Statement

FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
GAAP	Generally Accepted Accounting Principles
GDR	Geotechnical Data Report
GIS	Geographic Information System
HMA	Hot Mix Asphalt
IDQM	Independent Design Quality Manager
IFC	Issued for Construction
ISO	International Organization for Standardization
ITP	Instructions to Proposers
ITS	Intelligent Transportation Systems
klf	kip per linear foot
ksi	kip per square inch
KW	Kilowatt
LOD	Limits of Disturbance
LOE	Level of Effort
LOS	Level of Service
LRFD	Load Resistance Factor Design
LRFR	Load and Resistance Factor Rating
MOT	Maintenance of Traffic
MOU	Memorandum of Understanding
MSDS	Material Safety Data Sheets
MSE	Mechanically Stabilized Earth
MUA	Master Utility Agreement
MUTCD	Manual on Uniform Traffic Control Devices
MWAA	Metropolitan Washington Airports Authority
NBIS	National Bridge Inspection Standards
NCR	Non-Conformance Report
NDC	Notice of Design Change
NEC	National Electrical Code
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NHS	National Highway System
NPDES	National Pollutant Discharge Elimination System

NPS	National Park Service
NTP	Notice to Proceed
NWL	Normal Water Level
OSHA	Occupational Safety and Health Administration
OTS	Over-the-Shoulder
PCC	Portland Cement Concrete
PM	Project Manager
PMO	Project Management Office
psi	Pounds per square inch (pressure, stress)
QA	Quality Assurance
QC	Quality Control
QP	Quality Plan
RFCO	Request for Change Order
RFI	Request for Information
RFP	Request for Proposals
RFQ	Request for Qualifications
RID	Reference Information Documents
ROD	Record of Decision
ROW	Right of Way
R/W	Right of Way
RSC	Rigid Steel Conduit
RSS	Reinforced Soil Slopes
SIA	Schedule Impact Analysis
SMP	Stormwater Management Plan
SOE	Support of Excavation
SOQ	Statement of Qualifications
SSI	Sensitive Security Information
SUE	Subsurface Utility Engineering
SUP	Special Use Permit
SWM	Stormwater Management
SWPPP	Stormwater Pollution Prevention Plan
TCD	Traffic Control Device
TMP	Transportation Management Plan
UDS	Utility Design Sheet
U.S.C.	United States Code

USACE	(U.S.) Army Corps of Engineers
USCG	United States Coast Guard
USDOT	United States Department of Transportation
USDOL	United States Department of Labor
USGS	United States Geological Survey
USFWS	U.S. Fish and Wildlife Service
VE	Value Engineering
VQMP	Visual Quality Management Plan
VQP	Visual Quality Plan
WBS	Work Breakdown Structure

A.2 Definitions

Abutment B	The bridge abutment element as described further in Section 15.14 of the Technical Provisions.
Abutment B Deadline	The meaning set forth in <u>Section 4.3.1</u> .
Abutment B Substantial Completion	The occurrence and completion of the events described in <u>Section 19.1</u> to VPRA's satisfaction, evidenced by VPRA's issuance of a Notice of Abutment B Substantial Completion.
Acceleration Costs	Costs reasonably incurred by Design-Builder (i.e., costs over and above what Design-Builder would otherwise have incurred) that are directly attributable to increasing the performance level of the Work to complete necessary activities of the Work earlier than otherwise anticipated or to meet an existing Completion Deadline, such as for additional Equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision, and any unexpected movement of Materials, Equipment, or crews necessary for resequencing in connection with acceleration efforts.
Accept or Acceptance	Formal conditional determination in writing by VPRA that a particular matter or item appears to meet the requirements of the Contract Documents.
Addendum	A change to the RFP prior to the due date for Proposals.
Affidavit of Final Completion	The affidavit described in <u>Section 19.2.1.2</u> .
Affiliate	<p>(a) Any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Design-Builder or a Principal Participant; or</p> <p>(b) any Person for which 20 percent or more of the equity interest in such Person is held directly or indirectly, beneficially, or of record by, (i) Design-Builder, (ii) any Principal Participant, or (iii) any Affiliate of Design-Builder under clause (a) of this definition.</p> <p>For purposes of this definition, the term "control" means the possession directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relation, or otherwise.</p>
Agreement or Contract	The Design-Build Agreement between VPRA and Design-Builder dated January 17, 2025 and the Contract Documents as defined in <u>Section 1.2</u> .
Allowance	The allowance of \$30,000,000 to compensate Design-Builder without a Change Order for Extra Work Costs and Delay Costs caused by the occurrence of the Relief Events specified in <u>Section 12.7.1</u> .
Alternative Technical Concept	Design-Builder's request in accordance with the procedures in the RFP to perform Work that differs from the design, construction, and/or technical requirements of the Contract Documents and is of higher quality than the requirements of the Technical Provisions, which was included with the Proposal with VPRA's approval.

Amtrak	The National Railroad Passenger Corporation.
Applicable Standards	The standards referenced by incorporation into the Technical Provisions.
Application for Final Payment	The application described in <u>Section 11.5.1</u> .
Application for Payment	Design-Builder's application for a Progress Payment in accordance with Section 2.4 of the Technical Provisions.
Approve or Approval	Formal conditional determination in writing by VPRA that a particular matter or item is good or satisfactory for the Project.
Area of Potential Effect	As defined in 36 C.F.R. § 800.16(d).
As-Built Documents	Documents that reflect all changes made in the drawings and specifications during the construction process, and show the exact dimensions, geometry, and location (including alignment points) of all elements of the Work completed under the Contract Documents.
Audited Overhead Rate	The audited rate of markup that is applicable to the relevant labor costs in accordance with Part 31 of the Federal Acquisition Regulation. The amount of the Audited Overhead Rate is calculated by multiplying the rate by the amount of direct cost to which the rate applies.
Authorities Having Jurisdiction	Third-Parties that have jurisdiction and/or approval rights over all or portions of the Project.
Baseline Schedule	The schedule Approved by VPRA setting forth the schedule of Work, as described in Section 3 of the Technical Provisions. Baseline Schedule means the most recent Approved Baseline Schedule.
Best Management Practices (BMP)	Management practices for erosion prevention, sediment control, and water quality that are the most effective and practicable means of controlling, preventing, and minimizing degradation of surface water, including avoidance of impacts, construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.
Best Value	Means the overall combination of quality, price, and various elements of required services that in total are optimal relative to VPRA's needs.
Betterment	The upgrading of a Utility being relocated that is not attributable to the construction of the Project or is made solely for the benefit of and at the election of the Utility Owner. The use of new Materials or compliance with current standards in the performance of the Utility Work is not considered a Betterment.
Bike/Ped Bridge	The Bicycle and Pedestrian facility component of the Project, as described further in Section 23 of the Technical Provisions.
Bike/Ped Bridge Deadline	The meaning set forth in <u>Section 4.3.3</u> .

Bike/Ped Bridge Substantial Completion	The occurrence and completion of the events described in <u>Section 19.3</u> to VPRA's and DDOT's satisfaction, evidenced by VPRA's issuance of a Notice of Bike/Ped Bridge Substantial Completion.
Calendar Day	Any day shown on the calendar, beginning and ending at midnight.
Change in Law	<p>Any change in a Law or adoption of a new Law, after the Setting Date, to the extent such changed or new Law:</p> <ul style="list-style-type: none">(a) requires a material modification to the Design;(b) requires Design-Builder to obtain a new Environmental Approval not previously required for the Project; or(c) specifically targets the Project or Design-Builder. <p>A "Change in Law" does not include the following:</p> <ul style="list-style-type: none">(i) Any change in, or new, Law that was passed or adopted but not yet effective as of the date of the Setting Date;(ii) Any change in, or new, labor Laws of the Commonwealth or Washington, D.C.;(iii) Any change in, or new, Law relating to Design-Builder's general business operations, including minimum wage, licensing and registration fees, income taxes, gross receipts taxes, property taxes, transaction privilege taxes, sales and use taxes, payroll-related taxes, unemployment taxes or any other tax law changes.
Change Notice	Notification by Design-Builder that a Relief Event or potential Relief Event has occurred, as further described in <u>Article 12</u> .
Change Order	A written amendment to the Contract Documents, including a Unilateral Change Order.
Claim	A request or demand by Design-Builder for (a) a Completion Deadline adjustment, or (b) payment of money or damages exceeding the Contract Price arising from work done by or on behalf of Design-Builder in connection with the Agreement. A claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order. Claims include all requests for adjustments to the Contract Price and/or Completion Deadlines arising out of a Relief Event. A Claim arising out of a Relief Event is considered filed or submitted upon Design-Builder's submission to VPRA of a Change Notice.
Commonwealth	The Commonwealth of Virginia.
Completion Deadline	The Abutment B Deadline, Substantial Completion Deadline, Bike/Ped Bridge Deadline, and/or Final Acceptance Deadline, depending on the context.
Conceptual Design	The 30% conceptual design for the Project provided by VPRA and included in the Reference Information Documents.
Concurrent Delay	Delay to the Critical Path of the Baseline Schedule that is simultaneously caused by both VPRA and Design-Builder.
Construction Documents	All working drawings and samples necessary for construction of the Project in accordance with the Contract Documents. Documents include Non-Conformance

	Reports (NCR), monthly reports, submittals, test reports, test results, Request for Information (RFI), Field Design Changes (FDC), Notice of Design Changes (NDC), and other official correspondence to/from Design-Builder, VPRA, and Subcontractors.
Construction Screening Plan	Design-Builder's Approved plan for visual screening of construction areas throughout Construction Work.
Construction Work	All work to build or construct, make, form, manufacture, furnish, supply, install, deliver, or equip the Project.
Constructor	A Principal Participant or Subcontractor that performs Construction Work for the Project.
Contaminated Materials	<p>(a) Any soil, sediment, debris, or water that has chemical contaminants at or above federal, Commonwealth or Local regulatory criteria.</p> <p>(b) Any substance, product, waste or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to any Environmental Law,</p> <p>(c) any substance, product, waste or other material of any nature whatsoever that exceeds maximum allowable concentrations for elemental metals, organic compounds or inorganic compounds, as defined by any Law,</p> <p>(d) any substance, product, waste or other material of any nature whatsoever that may give rise to liability under clause (b) or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court,</p> <p>(e) petroleum hydrocarbons, excluding petroleum hydrocarbon products contained within regularly operated motor vehicles, and</p> <p>(f) All hazardous or toxic substances, materials, wastes, pollutants and contaminants which are listed, defined, or regulated under applicable laws, rules, regulations, codes, ordinances, orders and directives pertaining or regulated to health, safety or the environment, including the Comprehensive Environmental Response Compensation and Liability Act as amended, (42 U.S.C. § 9601 et seq), the Resource Conservation and Recovery Act as amended, (42 U.S.C. § 6901 et seq), the Federal Water Pollution Control Act (33 U.S.C.A. §§ 1451 to 1387), the Clean Air Act (42 U.S.C.A. §§ 7401 to 7671q), the Emergency Planning and Community Right to Know Act (42 U.S.C.A. §§ 11001 to 11050), the Toxic Substances Control Act (15 U.S.C.A. §§ 2601 to 2692), the Solid Waste Disposal Act (42 U.S.C.A. §§ 6901 to 6992k), the Oil Pollution Act (33 U.S.C.A. §§ 2701 to 2761) and all rules and regulations promulgated pursuant thereto. Without limiting the generality of the foregoing, "Contaminated Materials" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, gasoline, diesel, oil, hydrocarbons, petroleum derived constituents, biomedical waste, or hazardous or toxic residue.</p>
Contract Days	The total number of Days for performance of the Work, starting (and including) the date of issuance of the NTP 1 and ending on the date of Substantial Completion, as adjusted.
Contract Documents	The meaning set forth in <u>Section 1.2</u> .

Contract Price	The lump-sum price to complete the Work stated in <u>Section 11.1.1</u> , payment of which is subject to the conditions stated in the Agreement.
Cost Breakdown Structure	A breakdown or hierarchal representation of the various costs on the Project that represents the cost components in the Work Breakdown Structure.
Court Order	An order by a court of competent jurisdiction that enjoins or otherwise significantly restricts all or any portion of the Work.
CPM Schedule	The meaning set forth in Section 3 of the Technical Provisions.
Critical Activity	An activity with zero or negative total Float.
Critical Infrastructure	A system or asset so vital that its incapacity or destruction would (i) have a debilitating impact on public health, safety or security; or (ii) cause significant economic harm or instability.
Critical Path	The longest continuous sequence of activities through a schedule that establishes the minimal overall duration to Substantial Completion.
Day or day	The meaning set forth in <u>Section 1.6</u> .
DDOT Assets	Assets or property that DDOT will own, operate, and maintain after construction of the Project or (ii) components of the Project that will impact the DDOT-controlled “public space” (e.g., rail bridges over public space).
Delay Costs	Design-Builder’s additional costs due to a delay to the Critical Path caused by a Relief Event, as limited to those costs provided in <u>Exhibit K</u> .
Design	The design of the Project.
Design-Builder or Contractor	Long Bridge Rail Partners, a joint venture comprised of Trumbull Corporation, a Pennsylvania corporation; Joseph B. Fay, Co., a Pennsylvania corporation; and Wagman Heavy Civil, Inc., a Pennsylvania corporation .
Design-Builder-Related-Entity	Design-Builder; Design-Builder’s shareholders, members, partners, or joint venture members; Principal Participants; Subcontractors and Suppliers; any other Persons performing any of the Work directly or indirectly on Design-Builder’s behalf over which Design-Builder directly or indirectly exercises control; any other Persons for whom Design-Builder may be legally or contractually responsible; and the employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns, and invitees of any of the foregoing.
Design Documents	Documents including design drawings, calculations, special provisions, special management plans, other reports, and shop drawings required for construction, including the Issued for Construction Documents.
Design Work	All efforts necessary to prepare the Design.
Designated VPRA-Furnished Information	The documents described in <u>Section 2.1.4</u> and identified in <u>Exhibit E</u> to the Agreement, including the information identified as Designated VPRA-Furnished Information in the RFP.

Differing Site Condition	<p>Concealed or latent physical conditions or subsurface conditions at the Site that: (i) materially differ from the conditions indicated in the Designated VPRA-Furnished Information; (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work and (iii) reasonably could not have been discovered as part of the Scope Validation undertaken in accordance with <u>Section 2.6</u>.</p> <p>The foregoing definition shall not apply to Utilities, Contaminated Materials, or Force Majeure events.</p>
Directive Letter	<p>The letter defined in <u>Section 12.1.1.2</u>.</p>
Disadvantaged Business Enterprise or DBE	<p>A firm certified as a DBE by either DSBSD or MWAA.</p>
Discovery of Unknown Preexisting Contaminated Materials	<p>The discovery of Contaminated Materials in the Project ROW existing prior to the Effective Date that requires assessment, containment, and/or remediation before the Work can proceed at the affected location and was either not disclosed in the RFP Documents or Designated VPRA-Furnished Information or was not and could not have been discovered by Design-Builder using commercially reasonable efforts during the Scope Validation Period.</p>
Dispute	<p>A dispute between VPRA and Design-Builder that qualifies for resolution using the Dispute Resolution Process. When used in its lower case form, “dispute” shall have its plain language meaning.</p>
Dispute Resolution Process	<p>The procedures under <u>Article 18</u> for the resolution of Disputes.</p>
District	<p>The District of Columbia.</p>
Easement	<p>A right acquired by VPRA to use or control property for a designated purpose.</p>
Effective Date	<p>The date of execution of the Agreement by the final Party thereto.</p>
Electronic Document System	<p>The electronic system provided by VPRA for the purpose of exchanging documents and information for the Project.</p>
Engineer of Record	<p>The Commonwealth and District of Columbia licensed professional engineer who develops the overall design and the design criteria for the Plan, drawing, specification, plat, report, or other document and is responsible for the preparation of the Design Documents.</p>
Environmental Approvals	<p>The Governmental Approvals necessary to comply with Environmental Laws impacting the Project.</p>
Environmental Commitments	<p>The commitments stated in Table 2-2 of the FEIS/ROD for the Project and such other commitments and requirements pertaining to the environment with which the Project must comply.</p>

Environmental Compliance Plan	The environmental compliance plan provided by Design-Builder and Approved by VPRA as described in Section 10.4.1 of the Technical Provisions.
Environmental Documents	The documents and materials containing the environmental approvals and requirements for the Project, including the FEIS.
Environmental Laws	All Laws now or hereafter in effect regulating, relating to, or imposing liability or standards of conduct concerning the environment or to emissions, discharges, releases, or threatened releases of hazardous, toxic or dangerous waste, substance or material into the environment, including into the air, surface water or groundwater, or onto land, or relating to the manufacture, processing, distribution, use, re-use, treatment, storage, disposal, transport, or handling of Contaminated Materials or otherwise relating to the protection of public health, public welfare, or the environment (including protection of nonhuman forms of life, land, surface water, groundwater and air), including CERCLA; RCRA; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 <i>et seq.</i> ; the National Environmental Policy Act, 42 U.S.C. §§ 4321 <i>et seq.</i> ; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 <i>et seq.</i> ; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 <i>et seq.</i> ; the Endangered Species Act, 16 U.S.C. §§ 1531 <i>et seq.</i> ; the Clean Water Act, 33 U.S.C. §§ 1251 <i>et seq.</i> ; the Clean Air Act, 42 U.S.C. §§ 7401 <i>et seq.</i> ; the Safe Drinking Water Act, 42 U.S.C. §§ 300f <i>et seq.</i> ; the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 <i>et seq.</i> ; and the Bald Eagle Protection Act, 16 U.S.C. § 668, each as amended.
Equipment	All machinery, tools, and apparatus, together with the necessary supplies for upkeep and maintenance, necessary for the proper construction and/or completion of the Work.
Escalation Ladder	The process described in <u>Section 18.2.1</u> for resolving Disputes.
Escrowed Proposal Documents	All documentary information used in Design-Builder's preparation of the Proposal Price, and by Subcontractors in the preparation of their Subcontract prices, in addition to all documents relating to the pricing of Change Orders.
Event of Default	A default as described in <u>Section 15.1.1</u> , following notice and opportunity to cure to the extent permitted by <u>Section 15.1.2</u> and issuance by VPRA of notice to Design-Builder that an Event of Default has occurred.
Extra Work	Any Work in the nature of additional work, altered work or deleted work that is directly attributable to a Relief Event and that, absent the Relief Event, would not be required by the Contract Documents.
Extra Work Costs	The additional costs attributable to Extra Work, including costs for labor, Material, and Equipment, and other direct and indirect costs. Extra Work Costs shall be calculated in accordance with <u>Exhibit K</u> . Extra Work Costs do not include Delay Costs.
Extreme Weather Event	The occurrence of rain or snow at any location on the Project ROW that prevents Design-Builder from performing Work on a Critical Path activity for 6 hours or more and that does not otherwise qualify as a Force Majeure. For a rain event to qualify as an Extreme Weather Event, the rainfall must be at least equivalent to a 100-year

frequency 24-hour rainfall event, as defined by the National Oceanic and Atmospheric Administration (NOAA) Atlas 14. The total rainfall experienced during an analyzed duration must equal or exceed the single depth listed for the duration by NOAA, in inches, to qualify as an Extreme Weather Event; confidence intervals do not apply. For snow to qualify as an Extreme Weather Event, the snow must be at a rate of no less than 20 inches per 24 hour period, as defined by the National Weather Service.

**Federal
Prevailing Wage
Rates**

The wage rates provided in Exhibit J, as specified by the U.S. Department of Labor.

**Federal
Requirements**

All Laws applicable to work financed with federal funds or District-supplied funds, and the provisions required to be included in contracts therefor, including the provisions set forth in Exhibits C, D, E, F and Z.

**Field Design
Change**

A document produced by Design-Builder to notify VPRA of a change in design resulting from situations discovered in the field after the design package has been Issued for Construction. A Field Design Change could affect Issued for Construction Documents.

**Field Indirect
Costs**

The costs of performing Construction Work not allocable to a specific construction activity, also referred to as field overhead or general conditions costs. Field Indirect Costs (which do not include any Home Office Overhead) include the following:

(a) wages including benefits, payroll insurance, and taxes for onsite management, supervision, engineers, safety personnel, quality control staff, and administration staff;

(b) cost of construction survey;

(c) ownership or rental of building, maintenance, facility and debris removal, utilities, office and engineering expendables, furniture, computers and infrastructure, and photographs;

(d) insurance other than that based on payroll, such as railroad protective, Equipment insurance, and other specified or Design-Builder-required insurances (insurance that is carried by Design-Builder as a general cost of doing business and is already included as Home Office Overhead shall not be considered a Field Indirect Cost);

(e) taxes, excluding payroll taxes, such as property tax and any special local or state sales tax, included with the applicable item taxed;

(f) cost of ownership or rental, set up, maintenance, and removal of buildings such as owner's office (if not otherwise a direct bid item), warehouses, first aid building, and other miscellaneous buildings;

(g) personnel expense (other than direct labor) such as small tools and supplies, safety expendables, drug screen testing, training, physicals, and hiring expense, including any per-diem costs for craft or indirect personnel;

(h) Site utilities such as temporary electric, water, and sanitary;

- (i) mobile Equipment such as overhead vehicles, maintenance Equipment and personnel (if not in equipment operating expense), and general service Equipment and personnel (such as flatbeds and forklifts if not in direct cost);
- (j) construction plant, including site fences, parking areas, material yards, temporary access, and other such special construction costs not included in direct costs (haul road construction and maintenance are included in direct costs);
- (k) cost of Quality Control labor, Equipment, and supplies and outside services and Design-Builder-hired personnel with site overhead wages;
- (l) cost of payment and performance bonds or other guaranties as specified or allowed; and
- (m) estimated cost of items for which firm pricing cannot be obtained, including increases in craft and field indirect wage rates and fringe benefits whether by agreement or estimated.

Final Acceptance	VPRA's Acceptance of the Project as described in <u>Section 19.4</u> .
Final Acceptance Deadline	The meaning set forth in <u>Section 4.3.4</u> .
Final Design	Design Work to complete the Design and enable Design-Builder to request and receive IFC disposition of Design packages.
Final Payment	VPRA's final payment to Design-Builder for the Work, with the exception of any payment that the Contract Documents contemplate will be paid by VPRA to Design-Builder after Final Acceptance.
Flagging	The signaling and traffic control activities undertaken to ensure the safe operation of trains, prevent the delay of trains, and ensure the safety of all property and personnel on the Site.
Float	The meaning set forth in Section 3 of the Technical Provisions.
Force Account	The basis of payment set forth in <u>Exhibit K</u> .
Force Account Change Order	A Change Order for which additional compensation is paid on the basis of Force Account.
Force Majeure	<p>An unforeseeable event beyond the control of Design-Builder, not due to an act or omission of any Design-Builder-Related Entity, that materially and adversely affects Design-Builder's ability to meet its obligations under the Contract Documents, to the extent that the event (or the effects of which event) could not have been avoided or prevented by due diligence and use of reasonable efforts by Design-Builder, and to the extent that such event directly and materially impacts the Project. Force Majeure shall include only the following events:</p> <ul style="list-style-type: none">(a) war;(b) an act of terrorism, riot, insurrection, civil commotion, or sabotage;

- (c) national strikes that specifically cause disruption to the Project and are not specific to a Design-Builder-Related Entity;
- (d) explosion caused by an explosive device;
- (e) flood, other than that caused by an Extreme Weather Event;
- (f) a fire, tornado, sinkhole, or landslide, in each case caused by natural events;
- (g) a state of emergency (as declared by the Governor of Virginia or Mayor of Washington, D.C.) other than an Extreme Weather Event, except one consisting of or arising out of traffic accidents;
- (h) one or more earthquakes with a moment magnitude greater than 5.0 (measured by the U.S. Geological Survey moment magnitude) with an epicenter within 100 miles of the northernmost point of the Project ROW; and
- (i) pandemic or epidemic, in each case to the extent that it results in a delay to the supply of Materials or the quarantine of workers.

**General
Assembly**

The legislative body of the Commonwealth.

**Good Industry
Practice**

As applied to the Construction Work, the degree of skill and judgment prevailing on the Effective Date that is expected to be exercised by prudent, skilled, and experienced contractors on similar projects in the Commonwealth of Virginia or District of Columbia, taking into consideration safety, operational requirements, level of service and lifecycle costs.

As applied to the Design Work, Good Industry Practice refers to the duty of design professionals to exercise the degree of care and skill of those ordinarily skilled in the business providing similar services in the same or a similar location, at the same time, and under similar circumstances.

**Governmental
Approval**

Any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, agreement, concession, grant, franchise, registration or ruling required by or with any Governmental Person (other than a Governmental Person in its capacity as a Utility Owner) to perform the Work.

**Governmental
Person**

Any federal, state, Local or foreign government and any political subdivision of each of the foregoing, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity. The term includes the Commonwealth and agencies and subdivisions thereof, other than VPRA.

Guarantor

Each entity providing a Guarantee.

Guarantee

Each guarantee of Design-Builder's obligations under the Contract Documents.

**Health and
Safety Plan**

Design-Builder's Approved plan establishing all health and safety procedures for the Work.

Hold Point

A specific point in the design or construction process at which further activity associated with the deliverable is suspended until formal Acceptance of the interim product is obtained. Acceptance is formally obtained when all issues and design changes have been resolved, all Materials testing and inspection procedures have been performed and provide passing results, and the work meets the requirements

	of the Contract Documents. A Hold Point may also be referred to as a Quality Control Point in the Contract Documents.
Holidays	The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, Holidays shall be as established in § 2.2-3300 of the Code of Virginia.
Home Office Overhead	Design-Builder's overhead costs and expenses that cannot be attributed and are not billed to a specific project, but are incurred in support of all of Design-Builder's (or the Principal Participants') projects, including rent, office equipment and furnishings, insurance, office supplies, depreciation, taxes, and utilities, as well as executive salaries, administrative staff salaries, project support staff salaries, and accounting and payroll services.
I-395 Park Segment	The portion of Interstate 395 within the Long Bridge Project limits running through East and West Potomac Park.
Inaccurate Utility Information	The meaning set forth in <u>Section 12.12.3.1</u> .
Indemnified Party(ies)	The Virginia Indemnitees and other parties expressly entitled to indemnification by Design-Builder under the Contract Documents, including Amtrak and CSXT to the extent specified in <u>Exhibit Q</u> .
Independent Design Quality Manager	The firm(s) performing quality assurance over the Design, as required by Section 5.7.2 of the Technical Provisions.
Independent Quality Assurance	All actions performed by VPRA to verify that the Design complies with the requirements of the Contract Documents.
Instructions to Proposers	The RFP document identified as the Instructions to Proposers.
Issued for Construction (IFC)	A signed and sealed Final Design Accepted by VPRA and approved by all applicable permitting agencies as provided in Section 4.2.5 of the Technical Provisions.
Issued for Construction Documents or IFC Documents	Design Documents that have received an Issued for Construction disposition in accordance with the process in Section 4.2.5 of the Technical Provisions. IFC Documents include drawings, specifications, special provisions, technical memos, studies, calculations, independent check calculations for structures, and other pertinent data, as applicable.
Issued for Construction Submittal or IFC Submittal	The submittal described in Section 4.2.5 of the Technical Provisions.
Lane Closure	The closing of a traffic lane or shoulder by Design-Builder such that traffic cannot move freely.

Law	All applicable federal, state, and Local laws, codes, ordinances, rules, regulations, judgments, decrees, directives, guidelines, policy requirements, and orders and decrees of any Governmental Person having jurisdiction over the Project or Project ROW, the practices involved in the Project or Project ROW, any Work, or any Utility Work being performed by a Utility Owner. “Law” does not include Governmental Approvals.
Lead Designer	The design/engineering firm leading the production of the Design. The Lead Designer is STV Incorporated, a New York corporation.
Lien	Any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument, and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).
Limits of Disturbance	The boundary of the Project ROW that may be disturbed as part of the Project.
Liquidated Damages	The liquidated damages that may be assessed by VPRA as provided in the Contract Documents.
Local	Any municipality or other subdivision of a state or federal government, including Washington, D.C.
Local Agency	Any subdivision of the Commonwealth or federal government with jurisdiction over any portion of the Project.
Long Bridge Project	VPRA’s capital project to improve the 1.8-mile railroad corridor between Rosslyn interlocking in Arlington, Virginia and L’Enfant Interlocking near 10th Street SW in the District of Columbia.
Material	Any substances required for use in the completion of the Project and its appurtenances.
Necessary ROW Change	As stated in <u>Section 12.12.9</u> , a change in the Right of Way provided in the ROW Work Map where Design-Builder proves it is unable to design and build the Project as required by the Contract Documents within the Right of Way provided in the ROW Work Map.
Neutral	The Person to whom Disputes are referred subsequent to the Escalation Ladder, as described in <u>Section 18.3</u> .
Neutral Session	A session held with the Neutral during which the Parties present their position on Disputes submitted to the Neutral, as described in <u>Section 18.3.5</u> .
New Environmental Approval	Any of the following: (a) a new Governmental Approval of the same type as an Environmental Approval; and (b) a revision, modification or amendment to one or more of the Environmental Approvals, that is the responsibility or obligation of the Design-Builder to obtain under <u>Section 6.4.2</u> .

Nonconforming Work	Work that does not meet the requirements of the Contract Documents.
Non-renewal of VPRA Permits or Environmental Clearance	The non-renewal of permits or environmental clearance that VPRA is required by the Contract Documents to obtain, provided that Design-Builder has cooperated with all requests for information from VPRA or other steps for which Design-Builder is responsible that are necessary for VPRA to obtain renewal of the permit or environmental clearance at issue.
North Package	The northern portion of the Long Bridge Project that is being separately procured by VPRA.
Notice of Abutment B Substantial Completion	Notice issued by VPRA stating that substantial completion of Abutment B has occurred.
Notice of Bike/Ped Bridge Substantial Completion	Notice issued by VPRA stating that substantial completion of the Bike/Ped Bridge has occurred.
Notice of Design Change	A document produced by Design-Builder to notify VPRA of a proposed change to design after the design package has been Issued for Construction.
Notice of Final Acceptance	Notice issued by VPRA stating that Final Acceptance has occurred in accordance with Section 19.4.
Notice of Substantial Completion	Notice issued by VPRA stating that Substantial Completion has occurred.
Open Book	Design-Builder's provision of information, including pricing, that shows all assumptions, data, and other substantiation supporting the information presented and that allows VPRA to check and verify the accuracy of the material presented. For cost estimates, this entails the provision of all information that Design-Builder used to develop the cost under consideration, including labor, fringe, benefits, equipment, materials, productivity, estimating factors, allowances, risk, contingency, indirect costs, discount rates, interest rates, inflation, insurance, bonding, fees, overhead, profit, and other items that comprise the cost.
Over-the-Shoulder Reviews	Informal meetings between Design-Builder and VPRA design staff during the development of a design package intended to generate discussion and provide conceptual level feedback. No minutes of these meetings are kept, and any Design-Builder actions based on these meetings are at Design-Builder's own risk.
Partnering Party	The processes and procedures described in <u>Section 18.1</u> . A party to the Agreement, as identified therein.
Performance and Payment Bonds	The performance and payment bonds described in <u>Section 8.1</u> .

Person	Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, joint venture, or Governmental Person, including VPRA.
Plan	The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the Work to be done.
Principal Participant	<p>A Person that is:</p> <ul style="list-style-type: none">(a) A member of the joint venture, if Design-Builder is a joint venture;(b) Design-Builder, if Design-Builder is a corporation; or(c) An equity owner of Design-Builder, if Design-Builder is organized as a business other than a corporation (e.g., a member, partner, or shareholder of the Respondent entity).
Price Proposal	The Design-Builder's Price Proposal as defined in the RFP Documents.
Price Proposal Due Date	The date on which Price Proposals were due to VPRA, October 11, 2024.
Private Utility	A Utility that is owned by a Private Utility Owner.
Private Utility Owner	Any owner or operator of a Utility that is not a Public Utility Owner.
Professional Services	<p>All work other than Construction Work, including:</p> <ul style="list-style-type: none">(a) design and engineering;(b) environmental permitting and compliance;(c) public involvement and communications;(d) right of Way acquisition and support; and(e) surveying other than for construction. <p>Professional Services does not include construction superintendence, construction project management, or other services of a professional nature (accounting, legal, financial) performed by a Constructor.</p>
Progress Payment	Payment to Design-Builder based on the progress of the Work in accordance with Section 2.5.2 of the Technical Provisions.
Progress Schedule	The schedule submitted with each Application for Payment showing the progress of the Work, consistent with Section 3 of the Technical Provisions.
Project	The South Package of the Long Bridge Project, as more specifically described in Section 1 of the Technical Provisions, and all other Work to be provided by Design-Builder as a condition to Final Acceptance in accordance with the Contract Documents.
Project ROW	The parcels of Right of Way shown in the ROW Work Map, and any new parcels of Right of Way added as part of a Necessary ROW Change. Project ROW does not include Temporary Work Areas.
Project Site and Scope Issues	Matters discovered by Design-Builder during the Scope Validation Period that conflict with or supplement the information supplied or accessible to Design-Builder

	prior to the Technical Proposal Due Date and that impact the Contract Price or Completion Deadlines as of the Effective Date.
Prompt Payment Law	Subcontractor payment requirements under the Code of Virginia, § 11-4.6.
Proposal	The documents constituting Design-Builder's response to the RFP, including the Technical Proposal and the Price Proposal and any supplements as may have been requested by VPRA.
Proposal Commitments	Design-Builder's binding commitments stated in <u>Exhibit B-1</u> .
Proposal Price	The lump-sum price for completion of the Work contained in Design-Builder's Price Proposal.
Proposer	An individual, firm, partnership, corporation, joint venture or combination thereof that was shortlisted under VPRA's RFQ and that submitted a Proposal in response to the RFP.
Protection of Existing Utilities	Any activity undertaken to avoid damaging a Utility that does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility's location by construction Equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. For example, temporarily lifting power lines without cutting them would be considered Protection of Existing Utilities; whereas temporarily moving power lines to another location after cutting them would be considered a temporary Utility Relocation.
Public Engagement and Communications Plan	The public information plan provided by Design-Builder and Approved by VPRA as described in Section 11 of the Technical Provisions.
Public Utility	A Utility that is owned by a Public Utility Owner.
Public Utility Owner	An owner or operator of a Utility that is a municipality, county, or other political subdivision of a state or the federal government.
Punch List	The list of Work items that remain to be completed after substantial completion of Abutment B, Substantial Completion, or substantial completion of the Bike/Ped Bridge, which is subject to Approval by VPRA and is limited to minor incidental items of Work that have no adverse effect on the safety or operability of the Project and that can be performed without shutting down rail operations or a roadway.
Quality Assurance	With respect to the Construction Work, all planned and systematic actions performed by VPRA to certify that all Work complies with the requirements of the Contract Documents and that all Materials incorporated in the Work, all Equipment used, and all elements of the Work will perform satisfactorily for the purpose(s) intended. Actions include specification reviews, document control reviews, and working plan reviews; construction inspection; Materials sampling and testing at the production Site and the Project Site; oversight of manufacturing/processing facilities and

equipment; oversight of on-Site equipment; calibration of test equipment; acceptance or rejection of Material; and documentation of all activities.

With respect to the Design Work, all actions performed by the IDQM firm(s) to certify that the Design (or a design submittal) complies with the requirements of the Contract Documents.

Quality Control	The total of all activities that are performed by Design-Builder, the Lead Designer, Subcontractors, producer, or manufacturer to ensure the Work meets the requirements of the Contract Documents. Quality Control may include design reviews and checks; inspection of Material handling and construction; calibration and maintenance of sampling and testing equipment; working plan review; document control; production process control; any inspection, sampling, and testing done for these purposes; and documentation of Quality Control activities.
Quality Plan	The quality plan provided by Design-Builder and Approved by VPRA as described in Section 5.5 of the Technical Provisions.
Railroad	Depending on the context, either the right of way, tracks, and systems used for rail traffic, or the owners and/or operators of such rail systems.
Railroad Delay	A delay to the Critical Path caused by a Railroad Owner's failure to issue a permit or other approval necessary for Work that impacts a Railroad by the time required by a legal obligation, whether by Law or contract, or a Railroad Owner's failure to comply with any approved permit or other commitment, provided that Design-Builder has cooperated with all reasonable requests from the Railroad Owner with respect to the matter causing the delay.
Railroad Owner	The owner and/or operator of a Railroad, including VRE, Amtrak and CSXT.
Reasonable Accuracy	The meaning set forth in <u>Section 12.12.3.2</u> .
Recommendations	The non-binding report of recommendations issued by the Neutral in accordance with <u>Section 18.3.6</u> .
Recovery Schedule	A proposed schedule submitted by Design-Builder that shows Design-Builder's plan to recover from a delay and achieve the Completion Deadlines, as set forth in Section 3 of the Technical Provisions.
Reference Information Documents	The information and materials supplied with the RFP for Design-Builder's information only, use of which by Design-Builder is subject to the limitations stated in the Contract Documents.
Regulatory Agency	A government or quasi-government agency with jurisdiction or authority over a portion of the Work.
Release of Contaminated Materials	Any release of Contaminated Materials that requires remediation to continue the Work safely.
Relief Event	Relief Event shall mean the occurrence of one or more of the following: (a) VPRA-Directed Change; (b) VPRA-Caused Delay;

- (c) Force Majeure;
- (d) Utility Delay;
- (e) Inaccurate Utility Information;
- (f) Railroad Delays;
- (g) Release of Contaminated Materials;
- (h) Discovery of Unknown Preexisting Contaminated Materials;
- (i) Discovery of archeological, paleontological, cultural, or biological resources;
- (j) Discovery of threatened or endangered species;
- (k) Differing Site Condition;
- (l) Change in Law;
- (m) Court Order;
- (n) Uncovering and Restoring Work;
- (o) Non-renewal of VPRA Permits or Environmental Clearance;
- (p) Extreme Weather Event; and
- (q) Necessary ROW Change.

Relocation or Relocate	As related to Utilities, each removal, transfer of location, In-Place/Out-of-Service, and/or Protection of Existing Utilities (including provision of temporary services as necessary) of any and all Utilities that is necessary or advisable to accommodate or permit construction of the Project.
Relocation Plan or Utility Relocation Plan	The design plans for Relocation of a Utility impacted by the Project to be prepared by Design-Builder or the Utility Owner.
Request for Change Order	The request submitted by Design-Builder for a Change Order in accordance with <u>Section 12.4</u> .
Request for Change Proposal	A proposal issued by VPRA under <u>Section 12.2.1</u> .
Request for Information	A formal request for additional information regarding the design and construction of the Project that may be initiated by anyone associated with the Project.
Request for Proposals (“RFP”)	The Request for Proposals for the Project issued by VPRA on February 9, 2024, and as amended.
Request for Qualifications (“RFQ”)	The Request for Qualifications for the Project issued by VPRA on June 30, 2023, and as amended.
Review Level	The levels of review in the Escalation Ladder, as described in <u>Section 18.2.1.1</u> .
RFP Documents	Any information and materials supplied by VPRA with the RFP.
Right of Way (“ROW”)	The real property (inclusive of all estates and interests in real property) that is necessary for ownership and operation of the Project (includes permits).
Road	A general term denoting a public way for purposes of vehicular travel.

Road Closure	The closure of a Road, whether due to an intended, purposeful closing of the Road or by activities that cause the Road to be unusable by the traveling public.
ROW Schedule	The schedule in Section 12.3 of the Technical Provisions providing the dates that VPRA will make the ROW shown on the ROW Work Map available to Design-Builder for access and use.
ROW Work Map	The information identifying: (i) the ROW currently owned or controlled by VPRA or CSXT which is to be made available to Design-Builder for the purposes of the Project; and (ii) the ROW to be acquired by or through VPRA and made available to Design-Builder for purposes of the Project. The Project ROW Map includes the information provided in Section 12.3 of the Technical Provisions and other information provided by VPRA. The ROW Work Map defines the Right of Way that will be made available to Design-Builder for the Project.
Schedule	The Baseline Schedule, Progress Schedule, or Recovery Schedule, as dictated by context.
Schedule Impact Analysis (SIA)	Analysis of the anticipated impacts of schedule changes impacting the Critical Path, as described in Section 3.8 of the Technical Provisions.
Scope Validation	The Work described in <u>Section 2.6.1</u> .
Scope Validation Period	The period of time that is defined in <u>Section 2.6.1</u> .
Scope Validation Plan	The final plan submitted by Design-Builder during the RFP process.
Self-Perform	The act of Design-Builder undertaking the Construction Work directly with its own forces (rather than having a Subcontractor or other Person undertake such Construction Work). When used in its lower case form, “self-perform” shall have its plain language meaning.
Self-Performed Work	Construction Work undertaken by Design-Builder's own forces. Self-Performed Work does not include Construction Work performed by Subcontractors or other Persons.
Service Line	A Utility line, the function of which is to connect an individual service location (e.g., a single-family residence or an industrial warehouse) to another Utility line that connects more than one such individual line to a larger system. The term “Service Line” also includes any Utility on public or private property that services structures located on such property.
Setting Date	The date that is thirty (30) days prior to the Price Proposal Due Date.
Shop Drawing	Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent Work (e.g., structural steel, reinforcing steel, railing, etc.).

Site	The parcels of Right of Way identified on the ROW Work Map on which the Project is to be constructed and areas in the vicinity used by Design-Builder to facilitate work for the Project.
Small Business	A firm certified as small business by the Department of Small Business and Supplier Diversity (DSBSD). This shall also include DSBSD- certified women- and minority-owned businesses and businesses with DSBSD service disabled veteran -owned status when they also hold a DSBSD certification as a small business.
Small and Diverse Business Subcontracting Plan	The plan prepared by Design-Builder, subject to VPRA's Approval, that describes Design-Builder's Small and Diverse Business Utilization commitments on the Project.
Stakeholder	An entity impacted by the Project, including Third-Parties, Local Agencies, and Utility Owners.
Statement of Qualifications	Design-Builder's response to the Request for Qualifications.
Steel	The types of steel described in <u>Section 12.13</u> . "Steel" shall refer to the types of steel individually or collectively depending on the context.
Stormwater Pollution Prevention Plan (SWPPP)	A plan for stormwater discharge that includes both temporary and permanent measures to prevent erosion and control sediment.
Stop Work Notice	A formal notification by VPRA or Design-Builder's authorized personnel requiring Design-Builder to stop work partially or fully in accordance with the terms of the notice.
Street	A general term denoting a public way for purposes of vehicular travel.
Structures	Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other man-made features.
Subcontract	Any subcontract to perform any part of the Work or provide any Materials, Equipment or supplies for any part of the Work between Design-Builder and a Subcontractor, or between any Subcontractor and its lower tier Subcontractor, at any tier.
Subcontractor	Any Person with whom Design-Builder has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.
Substantial Completion	The occurrence and completion of the events described in <u>Section 19.2</u> to VPRA's satisfaction, evidenced by VPRA's issuance of a Notice of Substantial Completion.
Substantial Completion Deadline	The meaning set forth in <u>Section 4.3.2</u> .

Supplier	Any Person other than employees of Design-Builder not performing Work at the Site that supplies machinery, Equipment, Materials or systems to Design-Builder or any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver, or carry Materials, personnel, parts, or Equipment or any other items or Persons to or from the Site shall not be deemed to be performing Work at the Site.
Surety	Each properly licensed surety company approved by VPRA that has issued the Payment and Performance Bonds.
SWaM Business or SWaM	A firm certified by DSBSD as small, women-owned, or minority-owned business or related to a small, women-owned, or minority-owned business.
Technical Proposal	The Design-Builder's Technical Proposal as defined in the RFP Documents.
Technical Proposal Due Date	The date on which Technical Proposals were due to VPRA, August 23, 2024.
Technical Provisions	The specifications, standards, and requirements included in the Contract Documents that provide the technical requirements for the Project, Contract ID No.: 01-001-24-0002 dated January 17, 2025.
Temporary Construction Easement	A temporary interest in land to provide for temporary use of private property for construction of the Project to perform project engineering and/or Construction Work. Temporary Construction Easements include those shown in the ROW Work Map.
Temporary Work Area	Areas in which Design-Builder performs Project-specific or Project-related activities on a temporary basis in connection with the Work, but that are not within the Project ROW, including certain construction work sites, staging areas, storage areas, lay-down areas, earth work material borrow sites, and other locations for Design-Builder's convenience, in addition to any co-located office.
Third-Party	A Person that is not a Party to the Agreement but that has approval rights or a right to provide input over the Work.
Track Closure	The closure of a railroad track, whether due to an intended, purposeful closing of the track or by activities that cause the track to become unusable for rail operations.
Transportation Management Plan	The plan provided by Design-Builder and Approved by VPRA as described in Section 21.4 of the Technical Provisions.
Uncovering and Restoring Work	The situation for which Design-Builder is entitled to relief as provided in <u>Section 5.3.3</u> .
Unilateral Change Order	A Change Order issued by VPRA as defined in <u>Section 12.2.2</u> .
Unknown Pre-existing Contaminated Materials	Contaminated Materials that were present within the Project ROW prior to the Price Proposal Due Date and that were not disclosed in the RFP Documents and were not capable of discovery by Design-Builder using commercially reasonable efforts as part of the Scope Validation.

Unpermitted Road Closure	The closure of any Road outside the time Approved by VPRA.
Unpermitted Track Closure	The closure of any Railroad outside the time Approved by VPRA or a Railroad Owner.
Unresolved Disputes	The Disputes that have not achieved resolution at Final Acceptance of the Project and that have complied with all requirements to which the Dispute is subject under the Contract Documents, including <u>Article 12</u> and <u>Article 18</u> .
Utility	A privately, publicly or cooperatively owned line, facility, and/or system that supplies a resource or substance that directly or indirectly serves the public, including power, light, gas, heat, telecommunications, cable, telegraph, telephone, crude products, water, steam, waste, storm water, signal system, pipeline or sewer service. Except for Service Lines, the necessary appurtenances to each utility facility shall be considered part of such utility. The term “Utility” shall specifically exclude existing storm water facilities connected with drainage of the roadway.
Utility Agreement	An agreement with a Utility Owner, addressing one or more Utility conflicts associated with the Project. Unless otherwise agreed by the Parties at the time, the counterparty to such agreement will be VPRA. In some cases, a Utility Owner may be party to an already-existing Utility Agreement between it and CSXT, which already-existing agreement contains provisions governing Relocation of the Utility Owner’s facilities for the benefit of the Project.
Utility Delay	Subject to <u>Section 12.12.4</u> , any failure by a Utility Owner to meet any time parameters for performance by such Utility Owner that are set forth in a Utility Agreement or other arrangement for performance by a Utility Owner, which failure by the Utility Owner delays the Critical Path.
Utility Easements	All permanent easements and/or other permanent interests in real property owned by Utility Owners in connection with existing Utilities, including those acquired for the purpose of Relocating a Utility to accommodate the Project.
Utility Information	The information regarding Utilities provided in the RFP, as well as any additional information about Utilities discovered by Design-Builder during the Scope Validation Period.
Utility Notification Service	A service that notifies Utility Owners of planned work that may impact a Utility, including such services as 811, Miss Utility, Virginia 811, DigAlert, OneCall, and others, depending on location.
Utility Owner	The owner or operator of any Utility.
Utility Permit	All appropriate approvals, exemptions, filings, licenses, permits and registrations, and any other Governmental Approvals required by or with any Governmental Person or Utility Owner necessary for any Utility Work.
Utility Removal Work	Work necessary to remove any Utilities for which leaving the Utilities in-place is not feasible or not permitted, or that Design-Builder otherwise proposes to be removed to accommodate or permit construction of the Project, regardless of whether replacements for such Utilities are being installed in other locations.

Utility Work	(a) The Work associated with Relocation of Utilities, including the design, construction, installation, manufacture, supply, testing and inspection, adjustments (including manholes and valves), and otherwise required by the Contract Documents, including all labor, Materials, Equipment, supplies, utilities, and subcontracted services provided or to be provided by Design-Builder and/or the Utility Owners, and (b) any Betterments added to the Work pursuant to <u>Section 6.2.2</u> .
Virginia Indemnitees	The Commonwealth of Virginia and VPRA as defined in <u>Section 17.1.1</u> .
VPRA	The Virginia Passenger Rail Authority.
VPRA-Caused Delay	<p>Unavoidable delays, to the extent that they affect the Critical Path, arising from the following matters and no others:</p> <p>(a) A suspension for convenience pursuant to <u>Section 13.1</u>, to the extent provided therein;</p> <p>(b) VPRA-Directed Changes;</p> <p>(c) Failure or inability of VPRA to provide Design-Builder with access to Right of Way identified on the ROW Work Map on or before the date stated in the ROW Schedule, subject to <u>Section 6.1</u>;</p> <p>(d) Failure or inability of VPRA to provide responses to proposed schedules, design submittals, and other submittals and matters for which response by VPRA is required, within the time periods provided in the Contract Documents. This clause (d) applies to VPRA's late provision of responses due to a Third-Party's delay in returning comments to VPRA on a Design-Builder submittal or other document; or</p> <p>(e) VPRA's breach of a material obligation under the Contract Documents.</p>
VPRA-Directed Change	Any changes in the Work or the Contract Documents that VPRA has directed Design-Builder to perform, as described in <u>Article 12</u> .
Warranty	Design-Builder's warranties of the Work specified in <u>Section 20.1.1</u> .
Warranty Work	Corrective Work performed or to be performed by Design-Builder to remedy defects or otherwise cause an element of the Work to comply with Design-Builder's Warranties.
Work	All work required under the Contract Documents, including all administrative, design, engineering, support services, Utility Work, procurement, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, Materials, Equipment, maintenance, documentation, and other duties and services to be furnished and provided by Design-Builder as required under the Contract Documents, including all efforts necessary or appropriate to achieve Final Acceptance, except for those efforts that the Contract Documents expressly state will be performed by Persons other than a Design-Builder-Related-Entity.
Work Breakdown Structure	A deliverable-oriented grouping of Project activities that organizes and defines the total scope of the Project.

Work Product	All drawings, specifications, calculations, reports, documentation, and all other deliverables required by or contemplated by the Work, as well as all underlying documents and information prepared by Design-Builder in the course of generating the foregoing. Work Product includes all formats in which the foregoing exists, including paper, electronic, or otherwise.
Working Day	Any Day other than Saturday, Sunday, or a Holiday.
Working Drawings	Design Work consisting of calculations and drawings prepared by Design-Builder for temporary structures not permanently incorporated in the work (erection plans, shoring, excavation support, scaffolding, etc.).

EXHIBIT B-1 – PROPOSAL COMMITMENTS

Item	Technical Proposal Reference	Commitment
1	5.1.1 Executive Summary 5.2.1 (B) Construction Approach – Limited Staging and Access 5.2.1 (B) Construction Approach – Potomac River & Reagan National Construction Challenges	LBRP will eliminate the conceptual access trestle shown in the preliminary plans. LBRP will construct the new bridge using barges and floating equipment in lieu of the temporary steel trestle.
2	5.1.1 Executive Summary	For highway traffic, LBRP commits to maintaining two through lanes on the GWMP at all times, except when bridge elements are lifted over the roadway, which will occur during temporary night shutdowns.
3	5.1.1 Executive Summary 5.2.1 (B) Construction Approach – Overview of Sequence of Construction	Access plans will focus major deliveries from I-395 at night on the D.C. side. LBRP will use the new spans over the GWMP to allow most deliveries on the Virginia side from I-395 via an access road in front of the ramp to GWMP. LBRP will initially construct the first two spans of the railroad bridge over the GWMP, which will be used for vehicular and smaller delivery access to marine bulkheads directly from EWP. This will eliminate conflicts with GWMP commercial vehicle restrictions, MVT bicycle and pedestrian traffic, and time-of-day restrictions for lane closures.
4	5.1.1 Executive Summary	LBRP will develop an integral precast footing system with tubs to form the footing and provide a watertight seal for the placement of footing concrete. This will eliminate the cofferdam system.
5	5.1.1 Executive Summary 1.2.1(A) Design Approach – Rail Bridge Substructure	LBRP will reduce pier size while maintaining the look of the existing bridge. The reduction in pile cap footprint will reduce the area of blockage across the river section and will reduce the area exposed to flood waters by 50 percent.
6	5.2.1 (A) Design Approach – Hydraulic Design	Drainage west of GWMP will tie into existing drainage networks before conveying east across GWMP. This will eliminate the need for open cut drainage installation across GWMP.
7	5.2.1 (A) Design Approach – Stormwater Management Design	LBRP will purchase 3.48 pounds of nutrient credits to satisfy the Virginia DEQ requirement, eliminating the need for on-site stormwater management.

8	5.2.1 (A) Design Approach – Roadway design and geometry	<p>LBRP will design the GWMP using the functional classification of a freeway with a design speed of not less than 40 mph. LBRP will design Ohio Drive SW using a functional classification of local road with a design speed of not less than 20 mph.</p> <p>The design will provide mill and overlay of all paved areas of the GWMP and Ohio Drive impacted by construction and provide full depth pavement along the inside shoulders of GWMP for the construction of the proposed bridge pier.</p> <p>Guardrail in the median of GWMP within the project limits will be replaced by MASH-compliant guardrail.</p>
9	5.2.1 (A) Design Approach – Surface Structures / Bridge Details	Design approach simplifies the detailing of the proposed railroad and pedestrian bridges by reducing the types and sizes of plates used.
10	5.2.1 (A) Design Approach – Rail Bridge Superstructure	The design will employ shop-welded splices to transition to more efficient flange thicknesses at the quarter-points of each span.
11	5.2.1 (A) Design Approach – Rail Bridge Superstructure	“Floor beam-only” support system will reduce the number of structural connections and provides a cleaner finished structure.
12	5.2.1 (A) Design Approach – Rail Bridge Superstructure	LBRP will improve and simplify the deck protection system using a three-step approach for preparing the deck for the placement of ballast. First, the placement of a thin concrete layer, with a minimum thickness of 1.5 inches; next, the placement of a waterproofing system; and finally, the placement of ballast mats. LBRP will use a high-quality waterproofing system that is not damaged by contact with ballast, eliminating the need for the ballast mat. LBRP will apply a hi-build epoxy material, compatible with the waterproofing product, to the steel deck surface to provide the necessary cross slope.
13	5.2.1 (A) Design Approach – Bike-ped bridge Superstructure	To accommodate the 180-foot span over GWMP, the top chord to the truss will be arched to provide the depth required and a visually appealing transition down to the typical truss height. LBRP will obtain Third-Party approvals necessary for this design.
14	5.2.1 (B) Construction Approach – Limited Staging and Access	Sacrificial tubs will provide 20” of extra protection below pile caps to prevent debris accumulation during low water events.
15	5.2.1 (B) Construction Approach – Limited Staging and Access	LBRP will drive plumb piles in lieu of battered piles, allowing continuous pile driving operations with secured loads that cannot foul CSXT and WMATA

		tracks (partially driven plumb piles in two-tiered leads are considered a secured load) and reduces footprint of pile driving operations.
16	5.2.1 (B) Construction Approach – Limited Staging and Access	Early construction of new spans over GWMP will allow access to staging areas and water access points directly from I-395.
17	5.2.1 (B) Construction Approach – Limited Staging and Access	LBRP will provide an access point directly from I-395 to Parking Lot B.
18	5.2.1 (B) Construction Approach – Potomac River & Reagan National Construction Challenges	LBRP will develop a private Aids to Navigation (ATON) plan to increase safety for marine craft. The ATON will define work zones during the different stages of work across the river and will include signage, buoys, light and air horns.
19	5.2.1 (B) Construction Approach – Railroad Land Substructure	Two lanes will be maintained in each direction on GWMP (ATC 01). This creates a dedicated acceleration lane from the I-395 NB to GWMP SB ramp and eliminates the sub-optimal yielding merge condition in a construction zone with the 10-foot lanes in the Conceptual Design. The MVT will not be relocated until Pier 2 is constructed in a later phase so bicyclists do not enter the construction zone.
20	5.2.1 (C) Third Party Coordination	Construction access will not require crossing existing CSXT facilities.
21	5.2.1 (F) Geotechnical	LBRP will perform static load tests in the Potomac River and on land in the vicinity of Rail Bridge Piers 2 and 3 and monitor vibration magnitudes and adjacent settlement. The results of the monitoring will establish the minimum distance for pile driving adjacent to existing structures.
22	5.2.1 (F) Geotechnical	Where driven pile foundations in the Potomac River are planned within 25 feet of the existing Long Bridge or the distance established during scope validation, piles will be driven inside an outer casing. Where foundations are planned within 25 feet of existing structures on land, auger cast piles will be used to reduce potential structure damage.
23	5.2.1 (F) Geotechnical	A standalone retaining wall is planned near rail bridge abutment A between Sta. 4016+50 and 4019+00. It will be a gravity wall such as T-wall or other approved system. Embankment adjacent to the wall will be supported on rigid inclusion to improve wall bearing and stability. This results in an optimized design that will reduce the length of the T-wall stems and contact pressure.
24	5.2.1 (F) Safety – Health and Safety Plan	In addition to on-site safety personnel, LBRP will conduct periodic safety audits to report to the site safety manager, and ultimately an executive committee, to promote a safe workplace.

25	5.2.1 (F) Safety – Rail and Pedestrian Bridges	Limiting switches on the cranes will be incorporated into the workplan so that crane booms do not foul adjacent WMATA and CSXT tracks.
26	5.2.1 (F) Safety – Rail and Pedestrian Bridges	LBRP's emergency response plan will use fully equipped rescue boats operated by qualified personnel.
27	5.3 Draft Quality Plan – Construction QC Approach	STV will routinely audit the subconsultant work for a second layer of quality compliance checks.
28	5.3 Draft Quality Plan – Independent Quality Staff	The entire quality team and project staff will be given authority to stop work upon discovery of any quality issues or concerns.
29	5.3 Draft Quality Plan – Inspection Verification On & Off Site	LBRP will meet with every major fabricator, supplier, or producer to approve their internal quality program to verify it meets the project specifications.
30	5.3 Draft Quality Plan – Inspection Verification On & Off Site	LBRP will hire local quality inspectors to monitor the offsite program, audit for compliance, then stamp the product before release from the facility.
31	5.3 Draft Quality Plan – Offsite Inspection and Testing	Critical elements such as precast concrete and structural steel that require offsite inspection, testing and certification by both LBRP and VPRA quality staff will automatically fall into LBRP's Key Scope Pilot Quality Program.
32	5.3 Draft Quality Plan – Key Scope Pilot Quality Programs	<p>The quality and production teams will complete a pilot program to provide proof of any necessary quality testing and new methods of improving quality prior to putting work in place. These include:</p> <ul style="list-style-type: none"> - Prefabricated pedestrian truss - Structural steel - Precast tubs - Mass concrete pours - Marine concrete - Rail work - Deep foundations <p>Following design, Construction Work Plans (CWPs) will be developed and preparatory meetings will be included as part of these programs.</p>
33	5.3 Draft Quality Plan – Subcontractor/Supplier Quality Management Approach	LBRP's final CQCP will include a procedure requiring dedicated LBRP quality staff to stamp and certify that prefabricated and precast materials meet project specifications prior to shipment while also ensuring manufacturers and fabricators are following the pre-approved CQCP.
34	5.4 (A) Permits and Third-Party Approvals	LBRP will have permit submissions reviewed by a permit expeditor to provide pre-submission feedback and act as a local liaison to keep submissions and approvals moving forward.

35	5.4 (C) Approach to Project Management - Environmental Compliance Management	LBRP will use Commitments and Constraints Mapping (CCM) and digital layers to assist with avoidance and minimization strategies early in design. The CCM is compiled from the Commitment Tracking Database (CTD) and details the specific location of NEPA LOD limits, project commitments/constraints, survey limits, environmental control requirements, and permitted impact limits. The CCM will become part of the Environmental Compliance Plan to identify constrained areas. The CCM will also be used for regulatory compliance checks in the field and are downloadable as a KMZ file to facilitate field reviews and inspections. The CCM will be available to the construction team at pre-construction meetings to confirm the resource impact limits of work and permitted disturbance.
36	5.4 (C) Approach to Project Management - Environmental Compliance Management	LBRP will use bubble curtains and underwater noise monitoring to verify compliance with noise restrictions.
37	5.4 (D) Approach to Project Management – Key & Additional Staff	LBRP will have a dedicated Design-Build Integration Manager.
38	5.4 (E) Approach to Project Management – Schedule Delay Mitigation	LBRP will use 4D construction modeling for activity completion forecasting.
39	5.4 (E) Approach to Project Management – Schedule Delay Mitigation	In addition to the requirements for work plans included in Section 5.8.8 of the Technical Provisions, LBRP's work plans will incorporate design drawings, specifications, safety and railroad requirements, environmental commitments, quality control requirements, utility conflicts, and other specific items required for operations.

EXHIBIT B-2 – ALTERNATIVE TECHNICAL CONCEPTS

Long Bridge South Package

Additional Concepts for Consideration

I. ATCs

VPRA identified three ATCs from other proposers' proposal for LBRP's consideration. These ATCs are listed below with the conditions VPRA provided, where applicable. PDFs with the full description of these ATCs are included in the "AWT ATCs" folder.

ATC Number	ATC Topic	VPRA Conditions
AWT ATC 3	Bike-Ped Span 1 Fill Section and Removal of Wall A	This ATC may be acceptable upon the satisfaction, in VPRA's sole discretion, of the following conditions: <ul style="list-style-type: none">- Design-Builder must obtain Section 106 Signatory concurrence.- Design-Builder must obtain DDOT and NPS approval.- Design-Builder shall provide analysis showing that this construction can accommodate adjacent rail live loads and does not cause settlement which would impact existing structures.
AWT ATC 4	Double-Sided Fillet Welds for the Flange to Web Welds	This ATC is acceptable for inclusion in the Proposal.
AWT ATC 5	Bolting of the Deck Plate vs. Welding	This ATC is acceptable for inclusion in the Proposal.

II. Additional Concepts for Consideration

Additional concepts for LBRP to evaluate and consider integrating into LBRP's project approach and design are provided below. Several of these concepts originate from other Proposers' technical proposal. VPRA included PDFs with the applicable proposal pages for reference in the "Additional Concepts for Consideration" folder.

- Time of Year Restriction (TOYR) approach to pile driving if a waiver is not received (*PDF #1; AWT Technical Proposal p. 2-10; Slide 62*)
- Use of precast elements for Bike/Ped Bridge instead of cast-in-place (*PDF #2; AWT Technical Proposal p. 2-12 and Drawing D-125*)
- Pre-install stone facing for pier stems on precast concrete panels that are erected in segments on the pile caps (*PDF #3; AWT Technical Proposal p. 2-6, Drawings B-215-B-216; Slides 23, 29*)
- System to address high pH concrete wash water and allow discharge into the river under a NPDES discharge permit (*PDF #4; AWT Technical Proposal p. 4-1 and 4-6*)
- Consider finger piers over shallow areas instead of dredging.
- Investigate a potential approach to build the Bike/Ped Bridge from the water, rather than using the new rail bridge to build the Bike/Ped Bridge.

Going to Work (Construction)

With the site set up, we are ready to start major construction operations for the project.

Protection of Existing Assets

A large risk for the project is its proximity to existing assets and structures including CSXT, WMATA, Long Bridge Aquatic Center, GWMP, Ohio Drive, I-395, NPS landscaping and the Potomac River. **Our overarching strategy for safeguarding these assets involves minimizing our proximity to them and the frequency of potential physical contact.** This is evident by our modular approach to construction, reducing the duration we need crane booms in the air and the number of picks.

HIGHLIGHTS: ASSET PROTECTION PLAN

- ✓ Incorporate into workplans work limitations for construction equipment movements beyond what is noted in CSXT/WMATA manuals, providing additional buffer
- ✓ Install flagging/visual warning systems for cranes
- ✓ Reduce roadway use for deliveries including delivery of precast elements, pile, etc. via water

Work Adjacent to Existing Bridges — Working over water and adjacent to existing bridges requires detailed planning and coordination. This project area presents additional unique challenges as it is located in an urban environment adjacent to existing bridges, existing trails, park visitors, and the navigational channel in an environmentally sensitive area. Addressing these unique requirements along with maintaining a fully functional trail, keeping an open navigational channel for the public and eliminating impacts to the traveling public was our key priority during the development of our design and construction methods. The biggest safety risks that we considered during planning were maintaining the safety of the traveling public on MVT, the existing WMATA and Long Bridge, keeping the navigational channel open and avoiding encroachment on the railroad's safety zone.

MOT on Ohio Drive — AWT-JV's alignment for the work adjacent to Ohio Dr. builds on the RFP concept but adds wider lanes, and eliminates signalized intersections, lessening the interaction with vehicular traffic during the construction operations. Incorporating this alignment provides a safer configuration because construction will not be occurring on both sides during live traffic simultaneously. This approach also allows us to minimize lane shifts during construction. Our team has focused on developing access points off of I-395 that eliminate interaction of construction deliveries with park traffic, and minimize impacts to the traveling public while providing improved space for commuters on Ohio Dr.

Sequence of Work

AWT-JV has intentionally sequenced the work as shown in *Figure 2.14* on the next page, for the following reasons:

- » **Abutment A/B Start Early in the Project:** Prioritizing areas of interaction with adjacent contracts enables coordination to happen early, reducing probable impacts to the project schedule.
- » **Production Line Type Sequence:** The repetitive design of the structures facilitates linear progress from both shores, akin to a production line for work execution. This approach enables crews to incrementally improve repetitive construction methods, thereby emphasizing safety and quality, which ultimately leads to exceptional performance.
- » **Land Piers Parallel with Water Piers:** Parallel construction of these substructure elements reduces the overall duration of the project.
- » **Bike/Ped Bridge Piers Parallel with Rail Bridge Piers:** Constructing foundations for both bridges as we work our way along the alignment allows for efficient use of resources, improves schedule and produces greater safety. We can use the same crane and hammer for both foundations, limiting the back-and-forth movement on the trestle.
- » **Efficient Use of Resources:** Cranes and crew quantities are optimized to provide continuous work.

In-Water Work/Time-Of-Year Restriction (TOYR)

As shown in the sequence of work, AWT-JV will install a work trestle to support efficient construction of river-based substructure elements for the bridges. We will also use bubble curtains, turbidity barriers and noise reduction methods. AWT-JV understands VPPA has submitted a TOYR waiver request as provided in the RFP and RID documents. Utilizing our experience on the Potomac and Anacostia Rivers in DC, AWT-JV has developed a plan to drive railroad and bike/pedestrian foundations and trestle piles in compliance with the TOYR if a waiver is not received, as shown in *Figure 2.13*. This is an example of our experience and ability to address the needs of the project and execute work in the most efficient way possible.

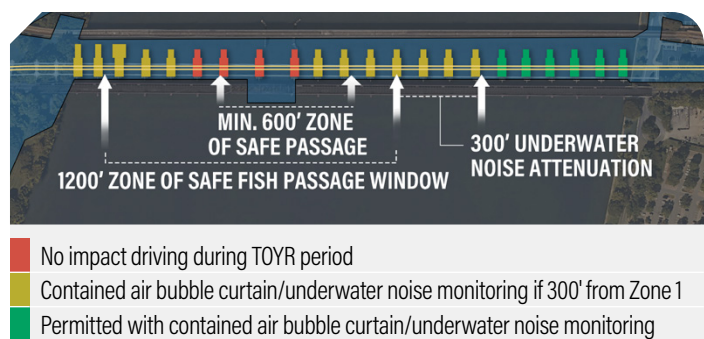
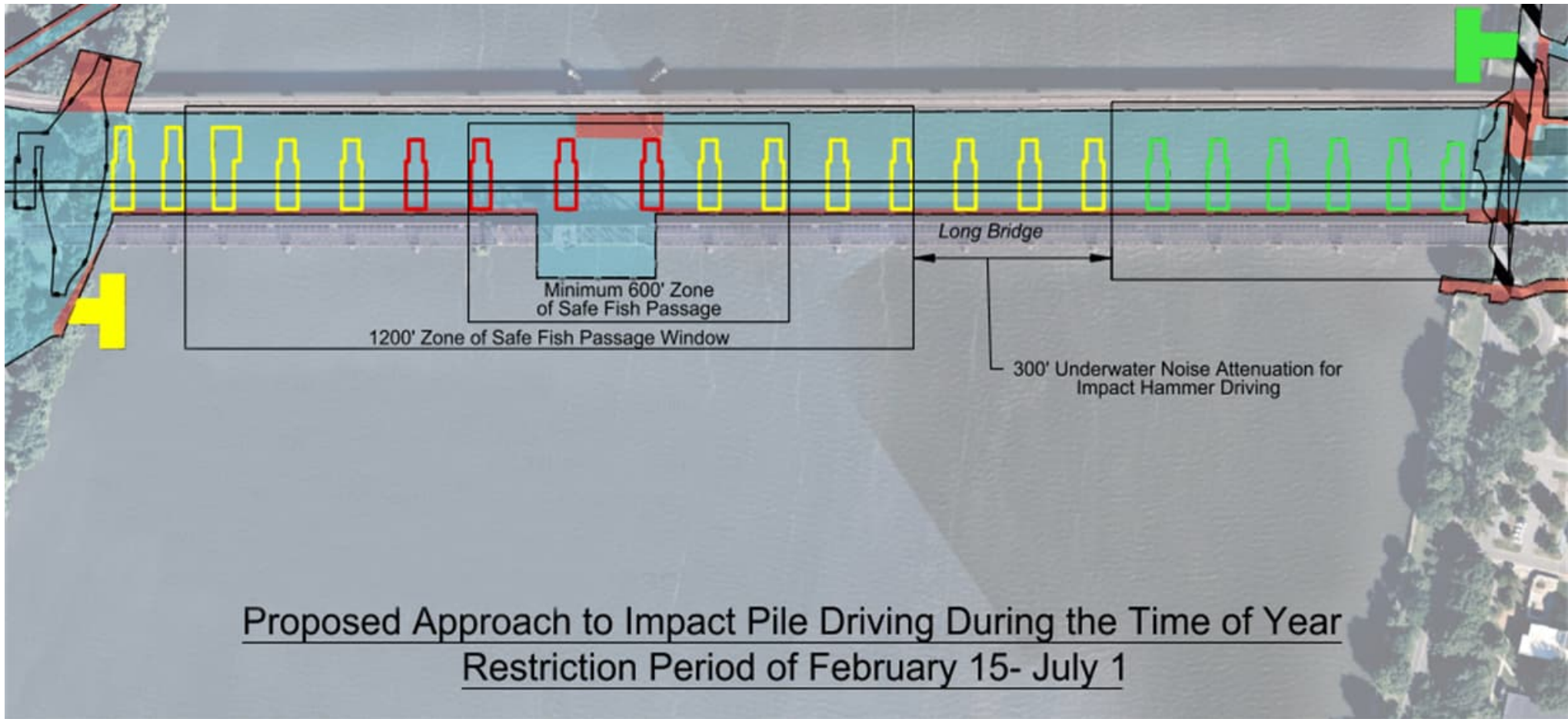


Figure 2.13 // Approach to impact pile driving during TOYR.

Potential Approach to Pile Driving During the TOY-R

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Innovations/Means and Methods

The AWT-JV approach to project execution has guided what innovations we bring to the work execution. Our innovations focus on improving safety/quality and reducing impacts to the public and AHJs, as shown in *Figure 2.16* on the following page.

In addition to the elements called out in the previous page, AWT-JV has planned to execute the **substructure installation of the railroad and bike/pedestrian bridges in a simple, modular setup to reduce work over the water** (*Figure 2.15* below).

CLICK/SCAN



Precast Build Process

Click/Scan the video link for full animation.

Precast Elements

AWT-JV will use precast elements in our design and construction to lower the risk of cast-in-place quality defects and to eliminate potential weather-related delays. The precast elements will undergo offsite QA/QC certification procedures, allowing for fabrication of elements in a controlled environment rather than on-site construction conditions. We will use pre-casters that are locally based, enabling us to deliver those items via barges. Elements that fall into this category will include pile caps, columns, and piers. **The pre-casting method will expedite the construction schedule and considerably reduce the delivery of the materials required for cast-in-place (rebar, form, concrete) operations.**



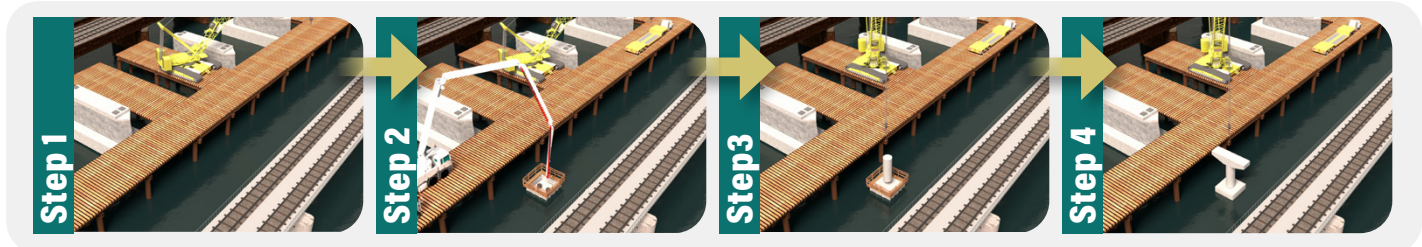
RAILROAD BRIDGE PRECAST STONE PANELS:

The consistent piers of the railroad bridge over the water provide a great opportunity to use precast concrete panels to build a shell for the pier stems. The granite stone fascia, while aesthetically appealing, is heavy and requires tailored access to address installation on the water. AWT-JV will precast fascia elements of the railroad bridge piers using stone that matches the aesthetics of the existing Long Bridge. These elements will be set at the pier locations in modular pieces as shown in the steps below.



BIKE/PEDESTRIAN BRIDGE PRECAST ELEMENTS:

Like the railroad bridge, the bike/pedestrian bridge substructure allows for precast elements. AWT-JV plans to precast a tub for the footing, as well as columns and caps. Taking this work offsite reduces project schedule/work duration.



ADDITIONAL BENEFITS OF THE USE OF PRECAST COMPONENTS



Reduced Schedule:

Off-site assembly/precasting/modular approach improves schedule timeline by increasing efficiency.



Improved Safety:

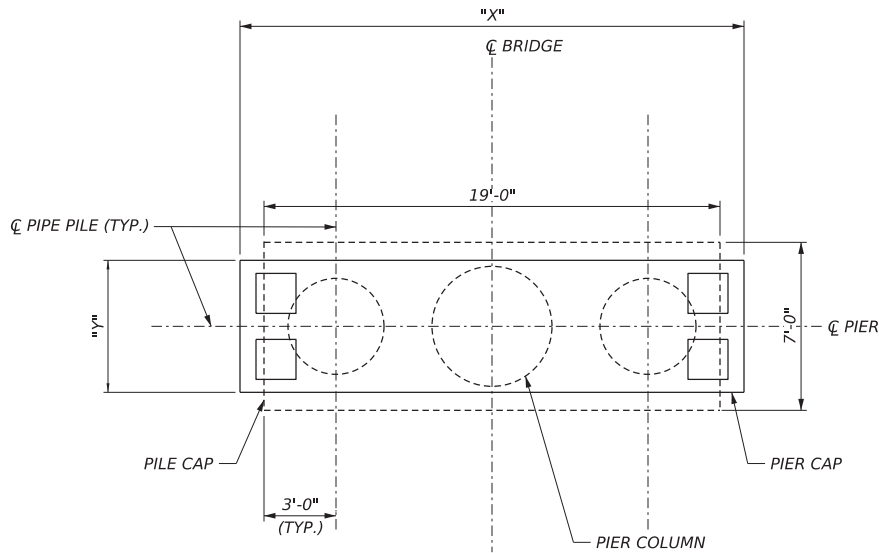
Reduced duration of craft workers over water. Easy access to construction elements in yards/off-site.



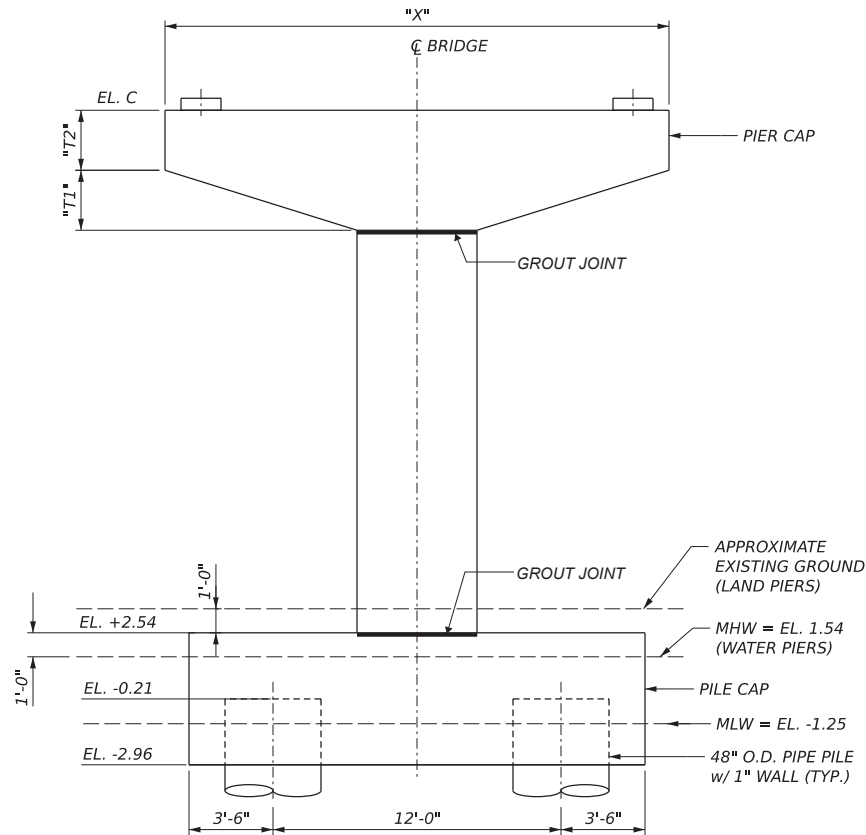
Higher Quality:

Easy access by QC personnel and supervision to review and monitor work progress with work elements being constructed on grade.

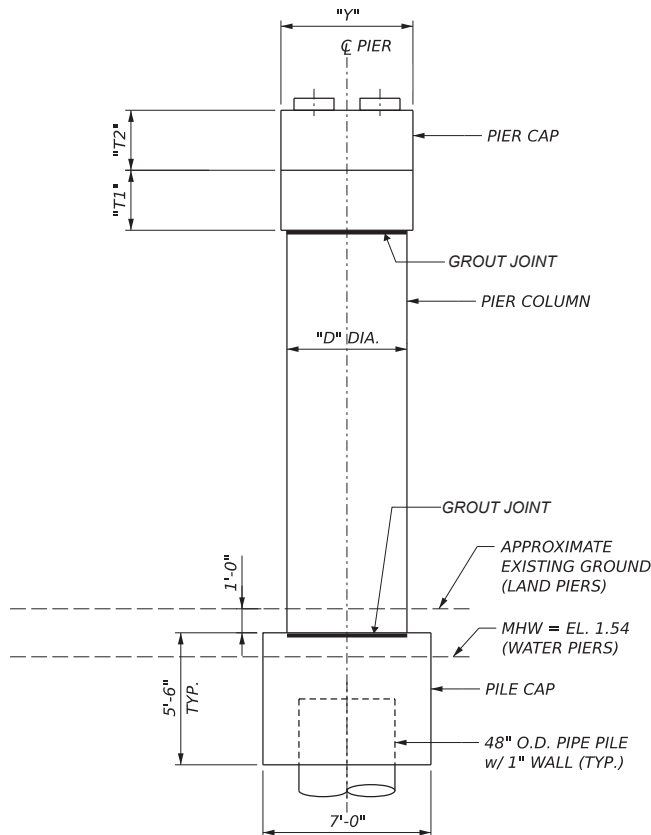
Figure 2.15 // Modular substructure installation of the railroad and bike/pedestrian bridges.



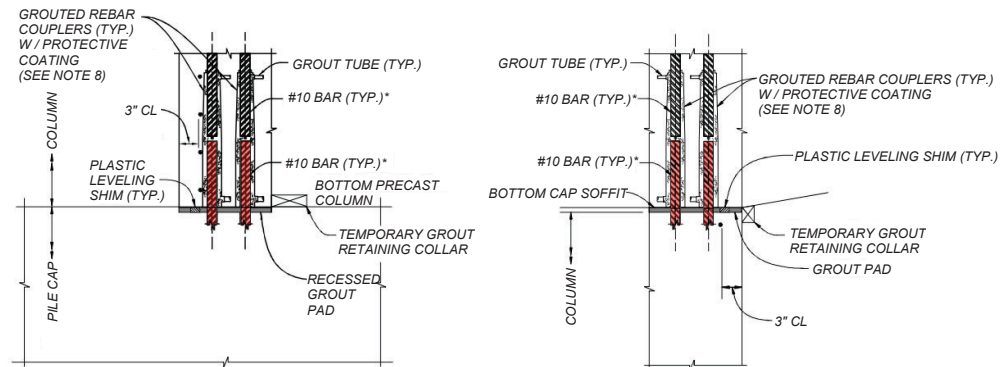
PLAN - BRIDGE PIER
SCALE: 1/4" = 1'-0"



LONGITUDINAL SECTION - BRIDGE PIER ELEVATION
SCALE: 1/4" = 1'-0"



TRANSVERSE SECTION - BRIDGE PIER ELEVATION
SCALE: 1/4" = 1'-0"



GROUT JOINT - TOP OF FOUNDATION CAP

GROUT JOINT - TOP OF PIER STEM

* PROVIDE 20 - #10 BARS FOR 4'-0" DIAMETER COLUMNS
PROVIDE 23 - #10 BARS FOR 5'-0" DIAMETER COLUMNS

- NOTES:
1. PLUMBNESS, FLATNESS, AND MEMBER TOLERANCES SHALL BE CONSISTENT WITH INDUSTRY PRACTICE.
 2. MECHANICAL COUPLER SHALL BE OVERSIZED BY 1/2" (MIN.) OVER REQUIRED BAR SIZE TO GIVE ADDITIONAL MATING TOLERANCES FOR REINFORCING AND COUPLERS.
 3. POLYMER OR COMPOSITE LEVELING SHIMS MAY BE UTILIZED. LIMIT SHIM HEIGHT TO 1 INCH.
 4. 3D TEMPLATES SHALL BE USED TO LOCATE REINFORCING IN BOTH PRECAST AND CAST-IN-PLACE ELEMENTS. COUPLERS SHALL BE LOCATED WITH A POSITIONING DEVICE IN CONJUNCTION WITH A TEMPLATE.
 5. EACH FACE OF GROUT JOINTS SHALL BE PREPARED AS FOLLOWS:
 - 5.1. EXPOSED AGGREGATE FINISH.
 - 5.2. APPLY EPOXY BONDING AGENT OR SATURATED SURFACE DRY CONDITION.
 6. MOCK-UP TESTING SHALL BE PERFORMED FOR A GROUT JOINT AND MATCH CAST JOINT (IF UTILIZED). FEATURES OF MOCK-UP TESTING SHALL INCLUDE:
 - 6.1. MOCK-UPS SHALL BE FULL-SIZE IN PLAN AND 4 FEET VERTICALLY FOR EACH COMPONENT.
 - 6.2. FOR EACH APPLICABLE TYPE, PERFORM TWO MOCK-UPS TESTS.
 - 6.3. MOCK-UP TESTING SHALL BE PERFORMED BY SAME PERSONNEL, EQUIPMENT, AND PROCEDURES THAT WILL BE UTILIZED IN THE FIELD.
 - 6.4. AFTER COMPLETION OF THE MOCK-UP, THE SPECIMEN SHALL BE DISASSEMBLED TO REVEAL THE CONDITION OF MATING SURFACES AND GROUTING OF COUPLING SLEEVES.
 7. THE SHOP DRAWINGS SHALL INCLUDE A TECHNICAL SPECIAL PROVISION FOR FABRICATION AND CONSTRUCTION AND SHALL DESCRIBE MOCK-UP TESTING AND ACCEPTANCE CRITERIA.
 8. GROUTED COUPLERS SHALL UTILIZED THERMAL DIFFUSION GALVANIZING PER ASTM-A1059A/M.

TECHNICAL PROPOSAL SHEETS			DESIGNED BY
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			APPROVED BY
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			DATE
			6/13/2024
Rev.	Date	Description	



LONG BRIDGE
SOUTH PACKAGE
ARLINGTON, VA TO WASHINGTON, DC
SUBDIVISION: RF&P ZONE: CENTRAL
POTOMAC RIVER BIKE-PED BRIDGE
PRECAST PIER DETAILS

PROJECT NO.		VPRA R02A CSXT XXXX
DRAWING NO.		D-125
REV.	SHEET NO.	PAGE 7-86
N/A		
SCALE		AS SHOWN

Piers 5 through 26 in the Potomac River — have been designed to closely resemble the 1904 Long Bridge River pier aesthetic, type and shape. The piers provided in these proposal phase documents have been designed to meet the conceptually/preliminarily approved aesthetics included in the Reference Information Documents and will comply with the EIS and Section 106 Programmatic Agreement. The stone facing for the pier stems will be pre-installed on precast concrete panels that will be erected in segments on the pile caps. The void between the precast concrete panels will consist of two cast-in-place reinforced concrete columns positioned beneath the centerline of the through girders, and cast-in-place concrete that will be placed after columns and precast panels are in place. The cast-in-place reinforced concrete pier cap will then be placed on top of the completed stem wall system. See *Figure 2.7*.

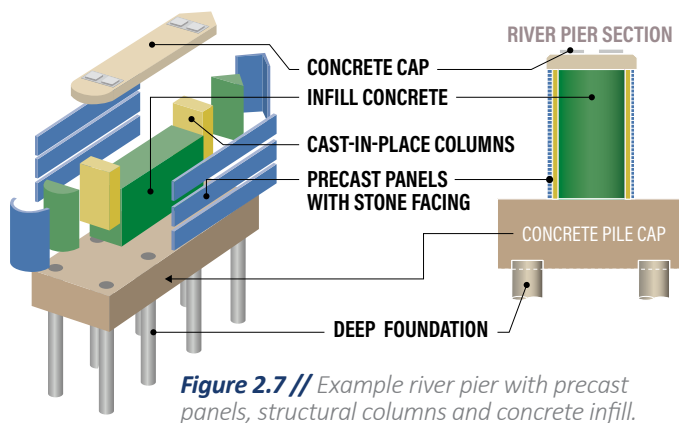


Figure 2.7 // Example river pier with precast panels, structural columns and concrete infill.

Proposed Fender System — has been designed in accordance with Section 15.10 of the Technical Provisions. The fender system proposed to flank the navigation channel under the Potomac River Undergrade Bridge and the adjacent Potomac River Bike/Ped Bridge provides a continuous face extending from the existing Long Bridge fender system to the existing fender system under the WMATA Yellow Line Bridge. The proposed system consists of adjacent segments under the Potomac River Undergrade and Bike/Ped Bridges which are independent of each other, and independent of the adjacent existing fender systems.

The bridge piers, including those adjacent to the navigation channel, have been designed to sustain the impact loads associated with drifting barge and transiting vessel scenarios without reliance on the protection offered by the fendering system provided at the channel. The function of the Proposed Fender System is to demarcate the channel to mariners, and to gently guide off-track transiting vessels back towards the middle of the channel. The system is designed to elastically sustain oblique impacts by an empty barge with a displacement of 300 short tons, a forward speed of 5 knots and an

approach angle not exceeding 15 degrees off the face of the system.

To absorb the impact energy, the system utilizes composite fiberglass-reinforced pipe piles, interconnected with a series of horizontal reinforced composite marine timber waler members, which form the contact face, and which mobilize the participation of numerous piles beyond the point of impact to assist in resisting the applied point load. Double piles are provided at each end of each segment to compensate for the absence of wale continuity at these locations.

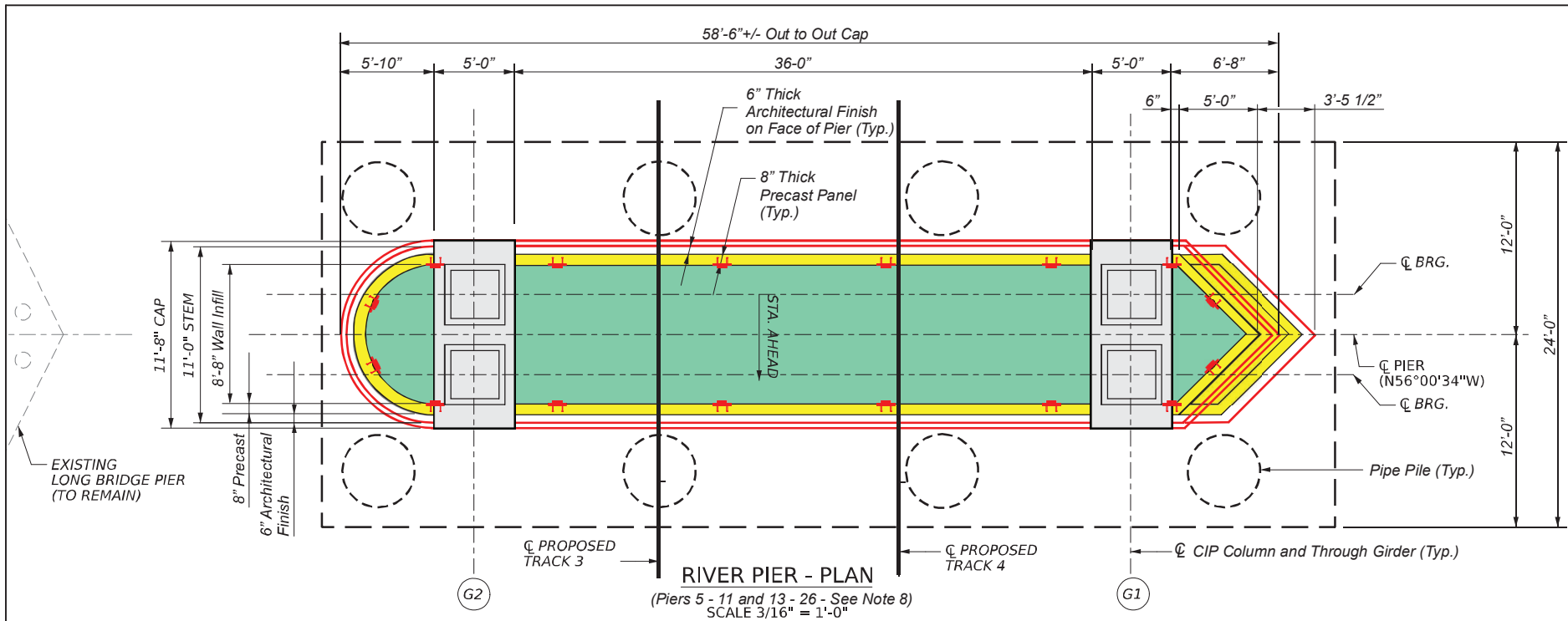
The contact face formed by the walers extends from Mean Low Water (MLW) up to El. +15 ft. 10 in., where a maintenance walkway is provided. Connections are made using stainless steel hardware.

Superstructure — details provided in the proposal plans have been designed and detailed in accordance with AREMA Chapter 15 and Section 15 of the Technical Provisions using the Allowable Stress Design Method for the A709 Grade 50W structural steel. To meet the requirements of the RFP, the superstructure consists of multiple through girder simple span weathering steel ballasted deck structures, maintaining the same web depth for Spans 3 through 27. Additional railroad superstructure features are shown in *Figure 2.8*. The structural cross-section of the superstructure, as shown in *Figure 2.9* on the following page, consists of two through girders, transverse floor beams, longitudinal diaphragms, knee bracing, transverse and bearing stiffeners, and a steel deck plate with the required waterproofing system for the double-track ballast deck.

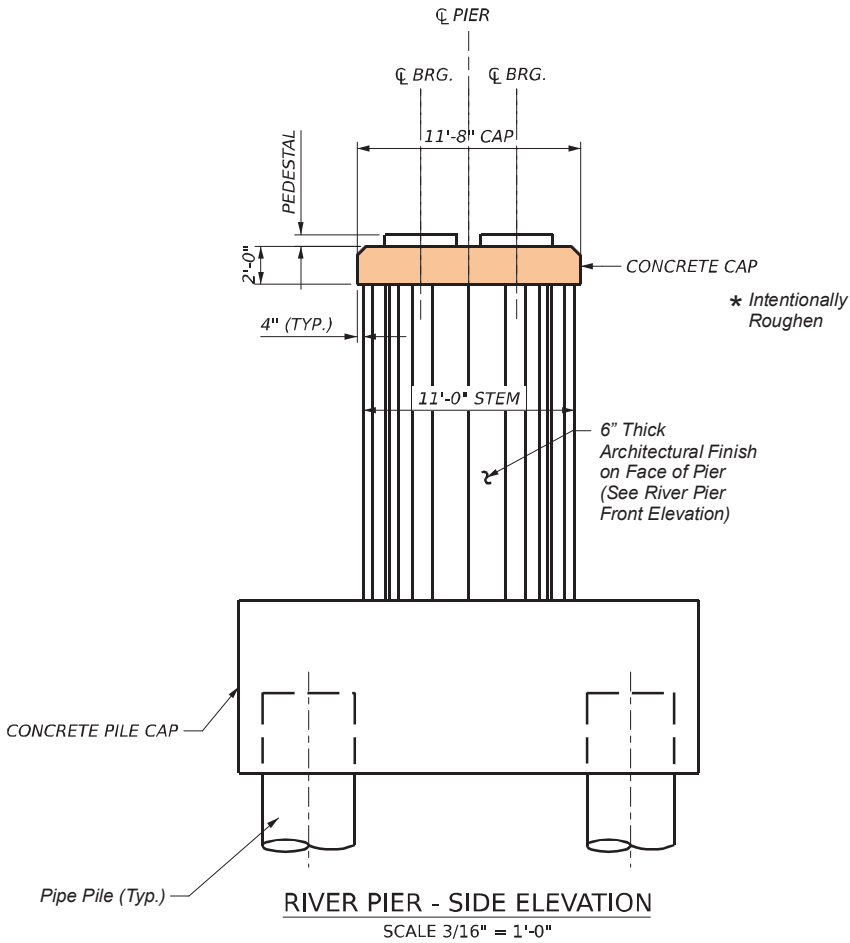
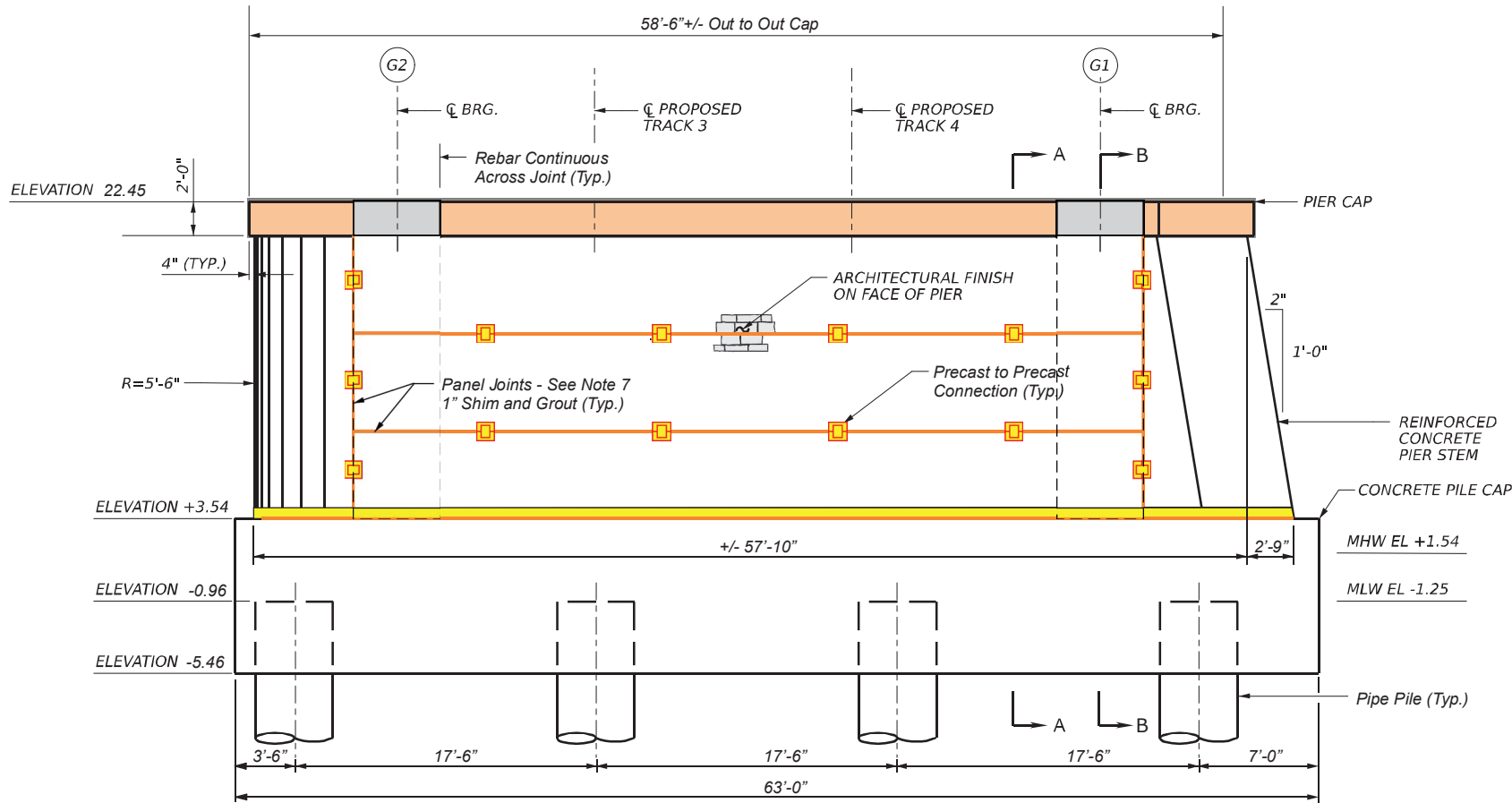
5 ATC ASTM F3125, Grade A325 Type 3, 7/8" diameter bolted connections will be maximized throughout to minimize fatigue stresses on welded connections. Welding of the transverse stiffeners to the web of the through girders will be designed and detailed to limit the live load stress range to 12 ksi and the bottom of the transverse stiffeners will be bolted to the bottom flange of the through girders to eliminate transverse welds subjected to fatigue stresses at the connection of the fracture critical elements of the through girders.

4 ATC There will be no Category C fatigue details. Flange plate thicknesses are limited to 4 in. and the flanges will be welded to the webs using the appropriately sized fillet weld in accordance with AREMA requirements.

All structural elements are designed for the loads and group loadings in AREMA Chapter 15 and any modifications to those loads as described in Section 15.3.6 of the Technical Provisions including the centrifugal forces that will occur in Spans 1 through 4.



- Legend:
- Wall Infill
 - Column Stem
 - Precast: (See Note 5)
 - Footing
 - Precast Pier Cap
- Notes:
- For CL of pier stations, See General Plan and Elevation Sheets.
 - Top of pier cap shall be at the same elevation for all river piers and pedestals used, where necessary, to meet required bearing elevations.
 - Infill concrete will be reinforced with hairpins extending from precast panels and shear needles from foundation cap and extending to concrete cap at top of Pier Cap.
 - For precast and stone connection details, see Precast Sheet 2 of 2.
 - Reinforcing requirements for transportation, lifting, and placement of infill concrete shall be the responsibility of the Contractor.
 - Infill concrete and structural concrete are both classified as mass concrete.
 - Locations for horizontal and vertical grouted joints are optional. Final locations shall be determined by the Contractor and submitted for review and approval.
 - Pier 12 uses similar precast details; however, pile layout differs.

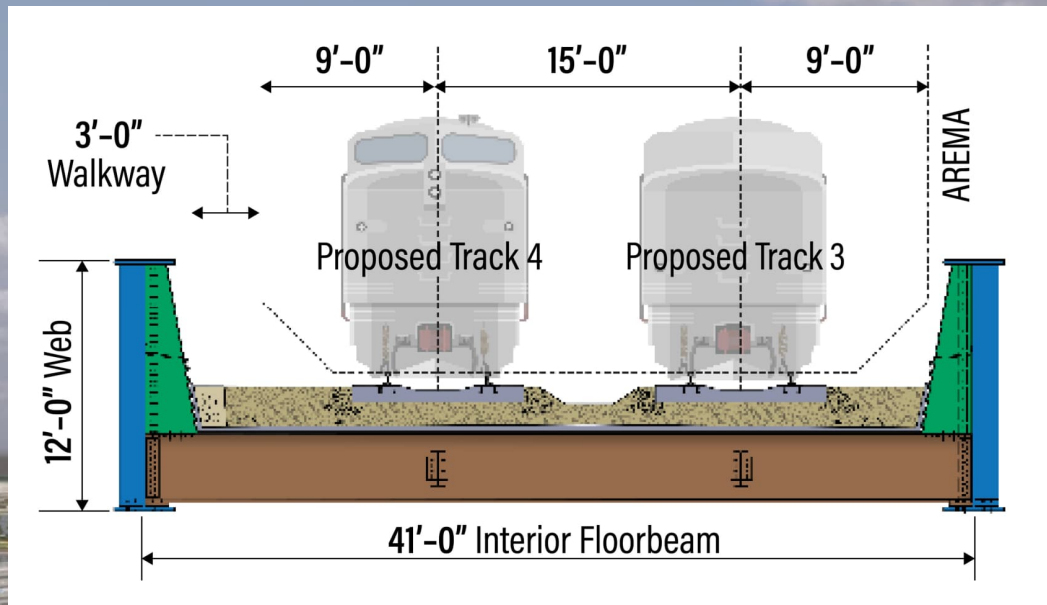


TECHNICAL PROPOSAL SHEETS			DESIGNED BY	R. ANDERSON
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			CHECKED BY	S. MATTY
			APPROVED BY	J. ALWARDEN
			DATE	8/7/2024
Rev.	Date	Description		

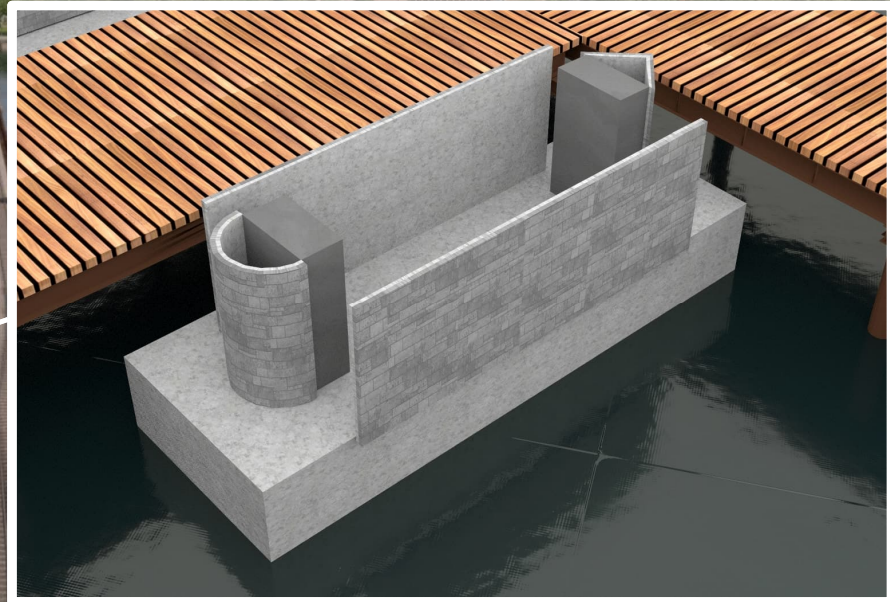
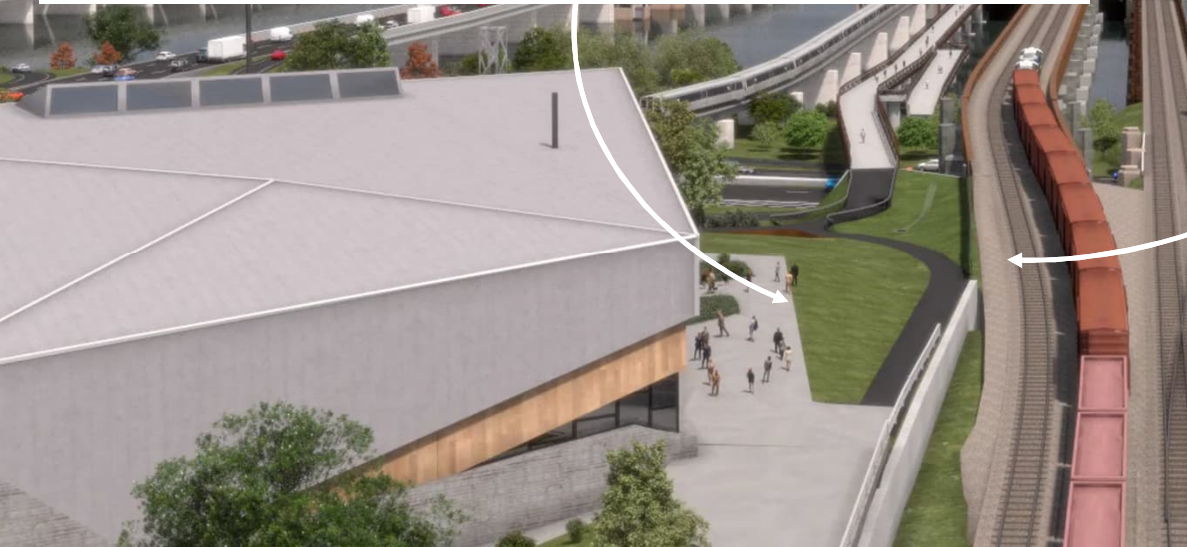


LONG BRIDGE
SOUTH PACKAGE
ARLINGTON, VA TO WASHINGTON, DC
SUBDIVISION: RF&P ZONE: CENTRAL
POTOMAC RIVER
UNDERGRADE BRIDGE
w/ PRECAST CAP (1 of 2)

PROJECT NO.		VPRA R02A CSXT XXXX
DRAWING NO.		B-215
REV.	SHEET NO.	PAGE 7/53
N/A		
SCALE		AS SHOWN

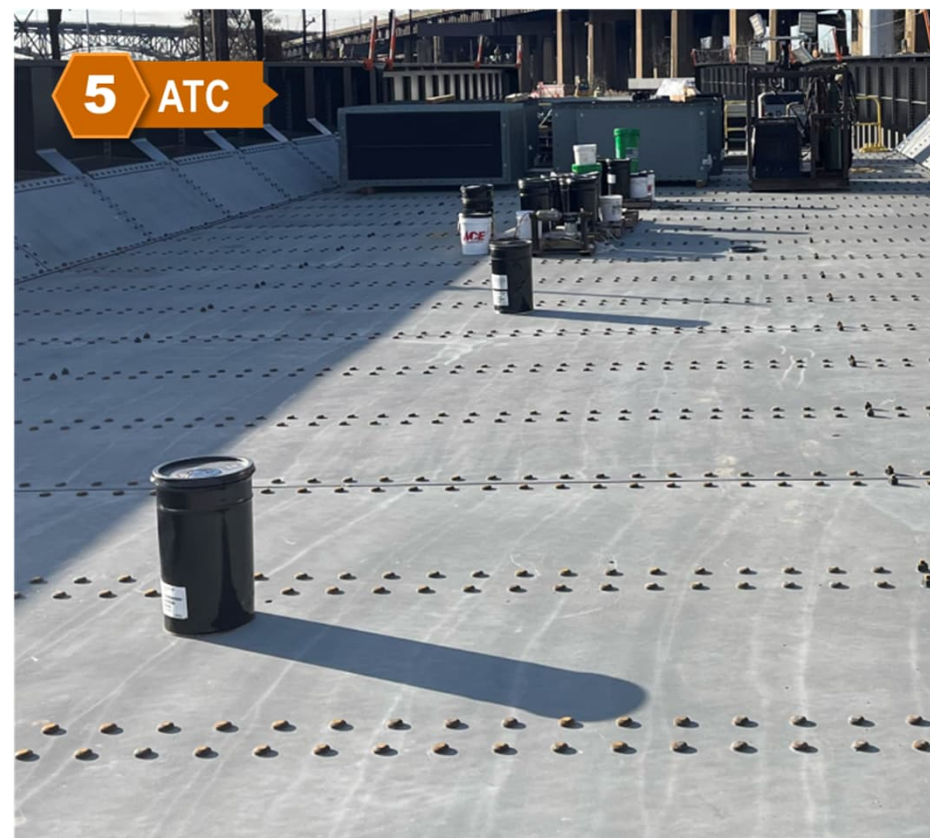
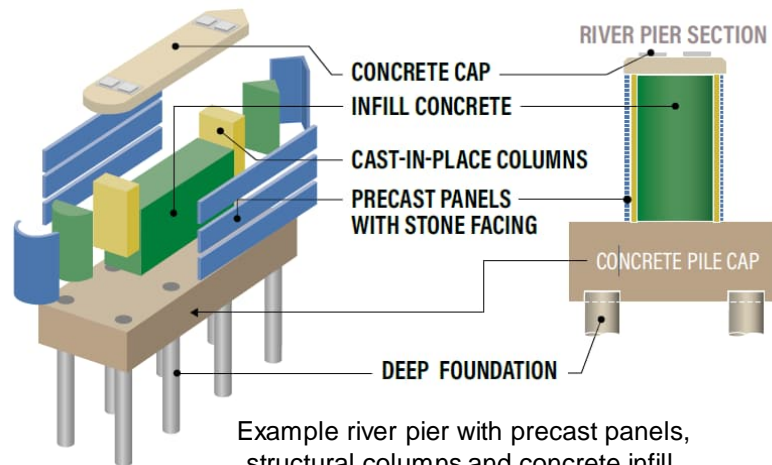
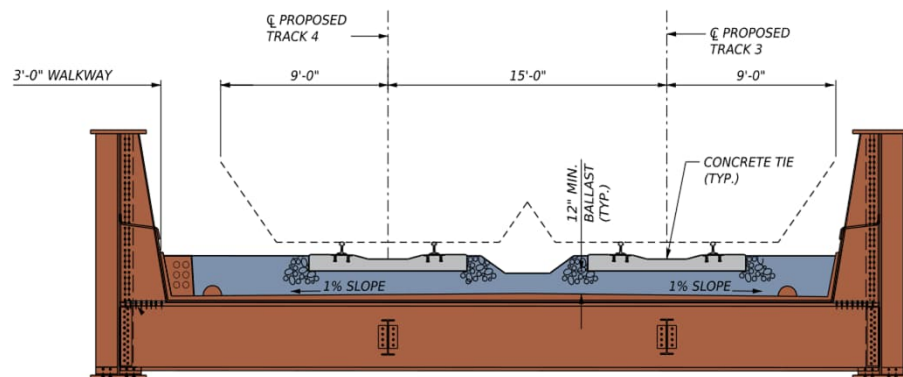


RR bridge through
girder per the TP and
piers align with existing



Design of Project

Potomac River Undergrade Bridge (Rail Bridge)



SECTION 4

Project Management

4.1

4.1.a Permits/Third-Party Approvals

VPRA has assessed and detailed permits required for the project. The permitting for the D.C. Department of Buildings (DOB) and the District Department of Transportation (DDOT) is extensive and is likely to continue well into the construction phase.

We have established trust with the Federal Aviation Administration (FAA) over the past half decade, managing a large crane fleet on the Frederick Douglass Memorial Bridge (FDMB) and Arlington Memorial Bridge (AMB) Projects. We are well-versed with the crane height restrictions, lighting and marking requirements, and ongoing coordination and filings needed with the FAA. Obtaining all necessary permits to start construction is a major challenge and risk for any large project, particularly in Washington D.C. with many stakeholders and agencies, all with their own priorities, processes, and timelines.

Environmental Permits

AWT-JV acknowledges that VPRA has assessed and detailed the required permits in Table 14 of the Technical Provisions (TP) and VPRA is currently pursuing essentially all major permits and approvals in an effort to greatly expedite the process and start construction as soon as possible. AWT-JV responsibilities are outlined in *Figure 4.1*.

To mitigate this schedule risk to the program, we have local permitting experts led by our **Environmental Compliance Manager (ECM), Mike Baker**, who has spent more than five years permitting the largest and most complicated design-build bridge projects in D.C.

– Nice Middleton Bridge, FDMB, and AMB. Examples of innovations that will be implemented on the Long Bridge South Project include fish protection during pile/shaft installation, beneficial use of saturated soils and use of a specialized system to treat high pH concrete wash water.

The team's experience over the last 20 years in D.C. has led to invaluable relationships with the environmental agencies in and around D.C. Mike's excellent relationship with Tammy Stidham and others from the NPS will help to expedite the NPS Construction Special Use Permit as we obtained the same Special Use Permits for the FDMB Project. We have worked extensively with the USACE Baltimore District and will swiftly obtain the NWP-6 for geotechnical borings and similar preconstruction activities. Regarding borings, our geotechnical subconsultants will develop the application packages to obtain the Well Permits needed from the Department of Energy & Environment (DOEE) to drill.

MIKE BAKER
Environmental Compliance Manager/
Local DC Permitting Expert



FIGURE 4.1 // PERMIT AND APPROVAL RESPONSIBILITIES

➤ Obtaining several remaining critical path environmental permits to start site investigation/scope validation activities as soon as possible and in accordance with the aggressive master schedule, including: *FAA crane/bridge permits, USCG L-NTM, USACE NWP and DOEE Section 401 Water Quality Certification; DC Water Discharge Permit; DOB/DDOT permits; DOEE/NPDES and VDEQ/VPDES approvals for ESC/SWPPP Early Access Packages and related approvals; take permits (if needed); NPS SUP permits/coordination (landside and river bottom); VCP application; WMATA Adjacent Construction Approval; CSXT ROE; and VDOT Land Use Permit(s).

➤ Supporting VPRA on finalizing certain approvals such as the Final Design Approvals from NCPC and CFA.

➤ Obtaining approval for any changes or modifications to any permits or approvals that VPRA has procured, in

collaboration with VPRA. This potentially includes a JPA for modifying the VPRA permits for the bridges and trestle as well as appropriate NEPA re-evaluations and documentation/coordination needed to gain Section 106 Signatory concurrence for ATCs. Aside from the ATCs, AWT-JV is focused on minimizing permit modifications.

➤ Advancing the ESC/SWM packages with both DOEE and VDEQ until both are final and purchasing nutrient credits as deemed appropriate/feasible.

**Definitions* L-NTM: Local Notice to Mariners; NWP: Nation-Wide Permit; DOEE: DC Department of Energy & Environment; DOB: DC Department of Buildings; NPDES/VPDES: National/Virginia Pollutant Discharge Elimination System; ESC: Erosion & Sediment Control; SWPPP: Stormwater Pollution Prevention Plan; ROE: Right of Entry; SUP: Special Use Permit; VCP: Voluntary Cleanup Program.

4.1.c Management of Environmental Compliance

The risk for environmental noncompliance on this project is high unless properly managed and mitigated. Similar to safety, environmental sensitivity will not be solely the responsibility of the environmental team but instead will be part of the culture of the entire AWT-JV team. This culture will be instilled in the team through top management participation in environmental compliance programs, employee and subcontractor training, focus as part of the formal partnering program, and strict enforcement of project policies and procedures.

Compliance starts with the right team managing the environmental aspects. Our ECM, Mike Baker, and his environmental team have managed the compliance for **Woodrow Wilson Bridge, South Capitol Street Bridge, Arlington Memorial Bridge, and Harry Nice Memorial Bridge** and have deep experience on large projects over the Potomac River engaging with NPS, USACE-Baltimore District, NMFS, FAA, USCG, DOEE, VDEQ, CFA, NCPC and other regulatory and resource agencies. The team includes expertise in not only permitting but also construction compliance and ESC/SWM. From initiation of the permitting process to closeout at final completion, consistency and tenacity are key and the AWT-JV environmental team has proven success. Early detection of issues and making swift corrections with robust resources before they become violations is critical.

First off, as noted in Section 10.2 of the TPs, the AWT-JV Team will create a Commitment Tracking Database (CTD) to track compliance with all permits, approvals, and associated commitments and conditions through both design and construction. The AWT-JV CTD will be updated and submitted to VPRA on a quarterly basis and the CTD will also be used to generate the monthly Environmental Monitoring Reports, which are also submitted to VPRA.

As the team moves toward starting field activities, pre-activity meetings will be crucial to conveying critical environmental compliance topics to the work crews. Erosion and sediment controls (ESCs) will need to be properly installed and checked by DOEE/DEQ Compliance inspectors prior to work starting. The ESCs will need to be formally inspected and documented by AWT-JV at least once per week and following each rain event. All corrective action items will be addressed within a week unless there is the potential for a sediment release and then the issues will be addressed within 24 hours or before the next storm. Demarcating the LOD and other key landside issues are noted in the table in *Figure 4.6*.

Regarding in-river work, following required pre-construction meetings, we will commence water quality monitoring in concert with bottom-disturbing work and proper use of turbidity curtains and cofferdams (if/as needed). Though not anticipated, if turbidity levels become elevated, we will pause work to make proper adjustments to the turbidity curtain and resume work. Fish protection during pile driving will be a major topic and we will use underwater monitoring to confirm noise threshold compliance with permits and commitments. Adjustments will be made to the contained air bubble curtain system, as needed, to remain in compliance.

Pile muck outs have the potential to produce river sediment that will need to be managed. Weanack Beneficial Use Site on the James River in VA (designed by Mike Baker in 2000 for the Wilson Bridge Project dredged material) is the likely permitted disposal site for river sediment.

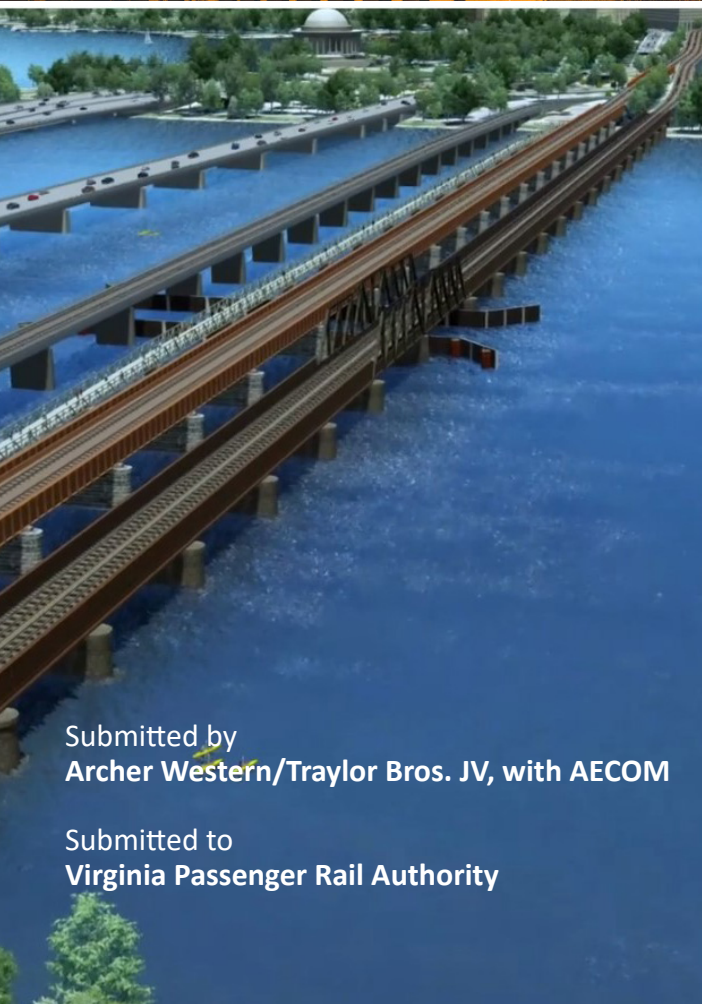
VPRA GOAL: AWT-JV team members have a proven track record of including SWaMs/DBEs and diverse workforces on projects across the Mid-Atlantic region. As local contractors, the AWT-JV team brings the advantage of knowing and working with the local market's qualified subcontractors, vendors, and diverse workforce.



AWT-JV Project: Woodrow Wilson Bridge

PROVEN EXPERIENCE ON SIMILAR PROJECTS

Our ECM, Mike Baker, implemented the use of the first contained air bubble curtain (C-ABC) system just down the Potomac at the Woodrow Wilson Bridge Project in 2003 and has led the management of many C-ABC's since. Concrete waste and concrete wash water are also potential challenges as they cannot be discharged into the river and must be carefully managed. We are maximizing the use of pre-cast concrete to minimize cast in place concrete, but we developed the use of an innovative system on the Harry Nice Memorial Bridge Project which instantly treats high pH concrete wash water and allows discharge into the river under a NPDES discharge permit, saving significant time and money.



Submitted by
Archer Western/Traylor Bros. JV, with AECOM

Submitted to
Virginia Passenger Rail Authority

LONG BRIDGE SOUTH PACKAGE

CONFIDENTIAL ATC

ATC 3 - Bike-Ped Span 1
Fill Section and
Removal of Wall A

RFP No.: 1-001-23-0002
May 8, 2024



ATC 3 – Bike-Ped Span 1 Fill Section and Removal of Wall A

(c) a narrative description and conceptual drawings of the configuration of the ATC or other appropriate descriptive and technical information;

This ATC includes removal of the Span 1 structure along the bike-ped bridge and removal of Wall “A” along Tracks 3/4 approximately between Stations 3016+50 and 3018+05. The bike-ped bridge typical section includes a reinforced-steepened 1H:2V slope (RSS) along removed Span 1 - Station Left (West Side), and grading along removed Span 1 - Station Right (East Side). The implementation of this ATC would also eliminate the need to remove the existing wall located within these station limits. The existing wall would remain in place, buried, and graded over.

The south abutment for the bike-ped bridge is shifted to the approximate location of Pier 1. Wall “A” would also be replaced with 2H:1V grading. The roadside grading between the bike-ped path and tracks would include a minimum of 2’ safety grading prior to the hinge point, no steeper than 2H:1V side slopes, and a minimum of 2’ wide bottom ditch or bioretention facility.

(d) the locations where, and an explanation of how, the ATC would be used on the Project;

The approach is located between the Aquatics Center and GWMP and includes grading between the proposed bike-ped bridge and the undergrade rail bridge.

(e) any changes in operational requirements associated with the ATC, including ease of operations;

None

(f) any changes in routine or capital maintenance requirements associated with the ATC, including ease of maintenance;

Removing Span 1 of the bike-ped bridge and Wall “A” and replacing them with fill will reduce maintenance of structural assets. Maintenance for the SWM facility and maintenance of the RSS would be relatively minimal.

(g) any changes in the anticipated life of the components and items comprising or affected by the ATC;

Installation and maintenance of the proposed grading would eliminate the need for more costly maintenance of structural elements within the anticipated life of the components. The service life of the proposed bike-ped and undergrade rail bridges will not be impacted.

(h) any change to the time period necessary to design and construct the Project, including changes in phasing and sequencing, resulting from implementing the ATC, including, as appropriate, a description of method and commitments;

This ATC does not result in a change in design duration. The construction work sequence will be altered, directly tying together the bike-ped path and rail through fill. There will be some gained efficiency in reduction of concrete operations.

(i) references to requirements of the Contract Documents that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from such requirements, and a request for approval of such deviations;

This ATC deviates from Technical Provision (TP) Section 16.5.19.2 which does not allow permanent slopes steeper than 2H:1V. The 1H:2V RSS is a deviation and is proposed along the west side of the bike-ped bridge. Refer to the attached cross section for details of the RSS. Removing Span 1 and replacing it with fill is listed as a potential ATC in the ITP, Section 4.1.2(e). The deviation would need to be approved by VPRA and DDOT. Alternatively, the RSS can be substituted with a fill slope that is a minimum of 2:1, which would increase the fill footprint, LOD needs and ROW impacts.

(j) an analysis justifying use of the ATC, including explanations of (i) why the deviations, if any, from the requirements of the Contract Documents should be allowed, and (ii) how the ATC is equal or better in quality and performance as compared to the requirements of the Contract Documents;

The removal of Span 1 and the retaining wall will result in cost savings due to the replacement of structural elements with grading. Removing structural assets also minimizes the maintenance needed in this area. Providing a fill section with vegetation will provide a more natural transition and blend into the existing landscape. Furthermore, the grading provides the opportunity for a small SWM facility in this area, which would help with water quality treatment.

Ground improvements (GI) are currently shown for Wall “A” because Technical Provisions (TPs) do not allow T-walls on existing or new fill. The risk for eliminating GI is negligible, which is supported by the settlement estimate in the Reference Information Documents (RIDs). The immediate settlement estimate in the RID is less than 1½ in. with no post-construction settlement expected, and this estimate has been validated by our team’s independent analysis. Eliminating Wall “A” eliminates the need for GI in this area, and because of the low risk of settlement, we do not anticipate that GI would be required for the RSS on the west side of the bike-ped bridge approach.

(k) if and what additional ROW will be required to implement the ATC; (l) a preliminary assessment of the need for additional environmental analysis and the potential impacts on environmental permitting and clearances, the surrounding community, safety, design, construction, operations, and maintenance;

No additional ROW will be required to implement the ATC.

(m) an estimate of the impact of the ATC on the Contract Price and schedule (including time savings or additional time necessary), should the ATC be approved and implemented;

This ATC results in cost savings since structures are being replaced by fill. This ATC reduces construction time in this area since it would be quicker to grade versus installing the retaining wall, Span 1, and one additional pier. Currently this ATC proposes an approximate reduction of [REDACTED] that would be directly realized by VPRA through our team’s cost proposal. Since this work is not the critical path of the construction schedule, this ATC does not affect the overall duration of the project.

(n) any prior projects on which the Proposer used the concept(s) in the ATC or similar concepts, as well as a description of the project, how the ATC was implemented, how the ATC was successful, and the name and contact information (phone number and email address) of a reference person from the project; and

The RSS has been used in various previous projects, some of which are listed below:

Kankakee Dunes Trail in Porter County, IN. Contact Dan McClure, Walsh and Kelly (now Milestone Contractor, LP) at 219-924-5900. This was an embankment widening along SR 49 to allow for a new trail approach to the bridge carrying SR 49 over US 20. The RSS was used so that traditional embankment widening was not necessary beyond the existing embankment footprint to avoid poor foundation soil conditions at the toe of the slope. The slope has been in place about 10 yrs.

I-465 Widening in Indianapolis, IN. Contact INDOT Crawfordsville District. I-465 was widened, and the available ROW was insufficient to construct a traditional slope. This has been in place for about 20 years maintenance free.

Eagle Creek Shoreline Stabilization in Indianapolis, IN. Contact Dan Sweet, Beaty Construction, Inc. at 317-835-2254. This is a nearly 40-ft high steepened slope built to restore a failed shoreline condition. This has been in place for almost 20 years maintenance free.

CSO 016 Sewer Outfall in Mishawaka, IN. Contact Chris Jeter, P.E., Lawson-Fisher Associates, P.C. at 574-234-3167, cjeter@lawson-fisher.com A very steep natural slope is present along the St. Joe River. A storm sewer outfall was required to cut through the slope. Re-establishing the slope to such a steep condition was not possible with traditional soil fill compaction to achieve a minimum factor of safety. A vegetated RSS was used to restore the riverbank condition. This has been in place for about 15 yrs.

(o) a description of added or reduced risks to VPRA, CSXT or other third parties associated with implementing the ATC.

This ATC places additional fill between the bike-ped path and railroad tracks within the limits of the Floodplain. Since this area is located at the edge of the Floodplain, preliminary analysis has been completed, to ensure the additional fill does not increase the Water Surface Elevation (WSEL).

The anticipated ground conditions are such that long term settlement is not expected. This ATC reduces risks associated with GI (as shown in the RIDs) and long-term performance risks of walls adjacent to railroad traffic.

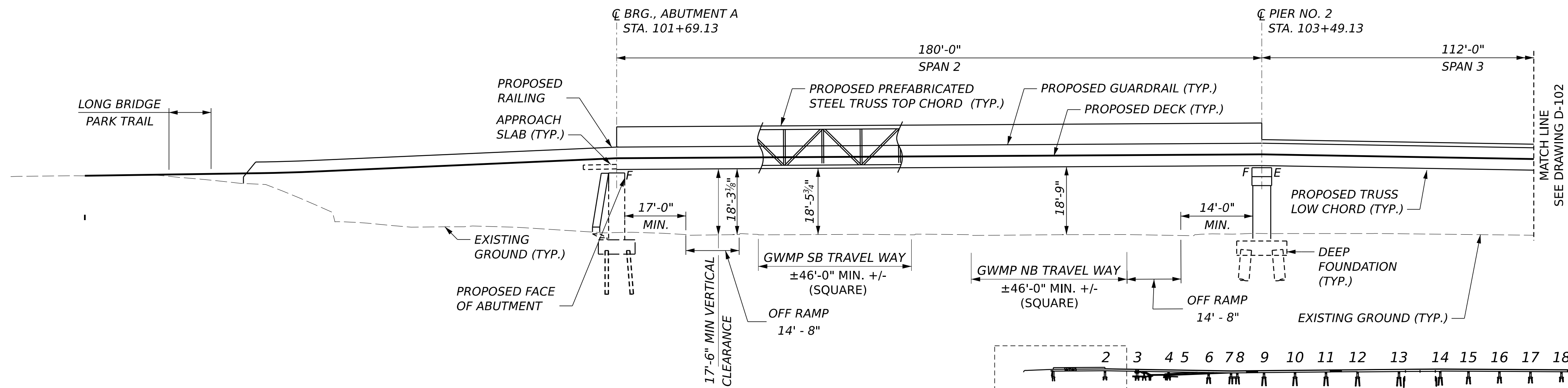
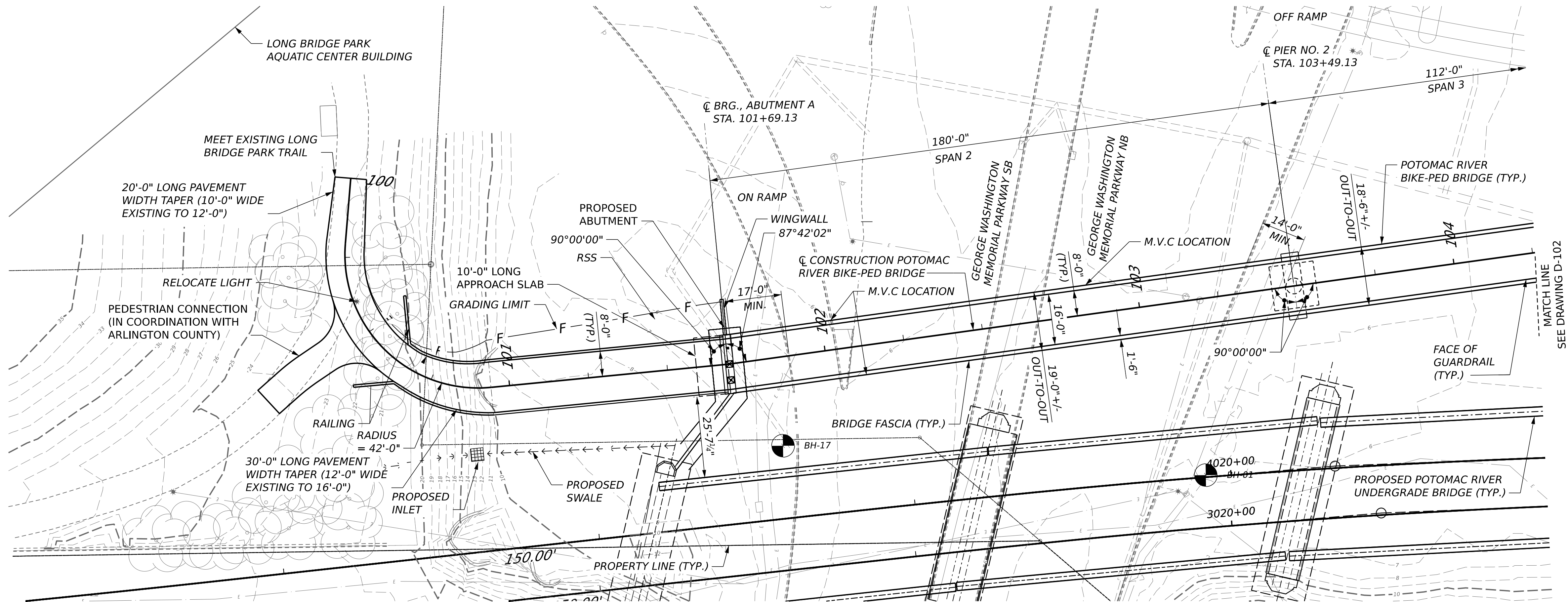
Additional LOD is required for the installation of fill and new location of the bike-ped bridge abutment. It is worth noting that additional LOD would be required in this area to provide adequate room for construction activities and access, even if bike-ped bridge – Span 1 and Wall “A” were to remain. The recent draft documents from VPRA showing potential increase in LOD would address the needed additional required LOD associated with this ATC.

No additional impacts to wetlands or waterways are anticipated as part of this ATC. Additional tree impacts are possible; however, it deserves mention that additional tree impacts would be needed if Wall “A” is constructed anyway, due to the proximity of the existing trees to the proposed wall.

The NPS SUP will likely need modification and CFA/NCPC review may be required.

SOUTH TO "AF"

NORTH TO "CP VIRGINIA"



- NOTES:
1. REFER TO PROFILE SHEETS FOR ELEVATIONS AND GRADES.
 2. BEARING LONGITUDINAL FIXITIES NOTED IN ELEVATION AS "E" FOR EXPANSION AND "F" FOR FIXED BEARINGS. FINAL FIXITIES TO BE COORDINATED AND UPDATED AS REQUIRED IN COORDINATION WITH SUPERSTRUCTURE AND PIER FINAL DESIGNS.
 3. PERMANENT BRIDGE ELEMENTS TO BE LOCATED ENTIRELY ON NPS PROPERTY.
 4. ALL DRAINAGE PIPES AND STRUCTURES ARE SUBJECT TO CHANGE, AS THE TEAM CONTINUES TO COORDINATE EFFORTS WITH AWT. THESE PLANS ASSUME A CURB AND SCUPPERS WILL BE INSTALLED ALONG THE WEST SIDE OF THE BIKE-PED BRIDGE, PER THE OWNER-PROVIDED DESIGN WAIVERS. ADDITIONAL VPRA INPUT IS NEEDED TO DETERMINE WATER MANAGEMENT ON THE PED-BIKE BRIDGE

ATC 3 - BIKE-PED SPAN 1 FILL SECTION AND REMOVAL OF WALL A - 5/6/2024

DESIGNED BY	
DRAWN BY	
CHECKED BY	
APPROVED BY	
DATE	5/6/2024



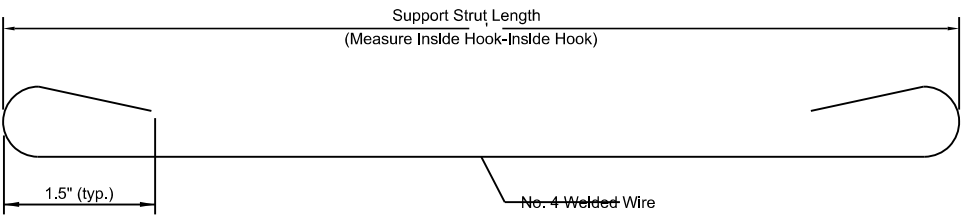
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NOT FOR CONSTRUCTION



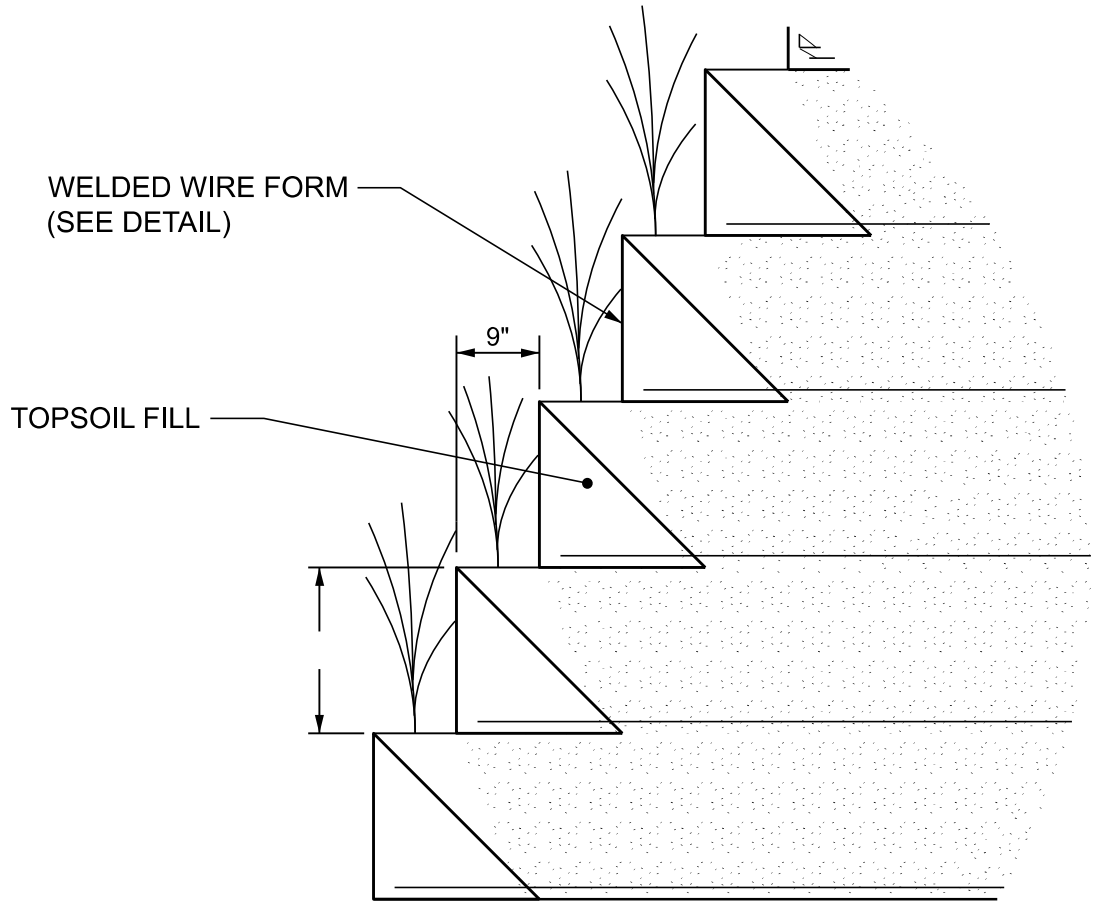
LONG BRIDGE
SOUTH PACKAGE
ARLINGTON, VA TO WASHINGTON, DC
SUBDIVISION: RF&P ZONE: CENTRAL
POTOMAC RIVER BIKE-PED BRIDGE
GENERAL PLAN
AND ELEVATION (1 OF 6)

PROJECT NO.	VPRA R02A CSXT XXXX
DRAWING NO.	D-101
REV.	SHEET NO.
N/A	
SCALE	AS SHOWN

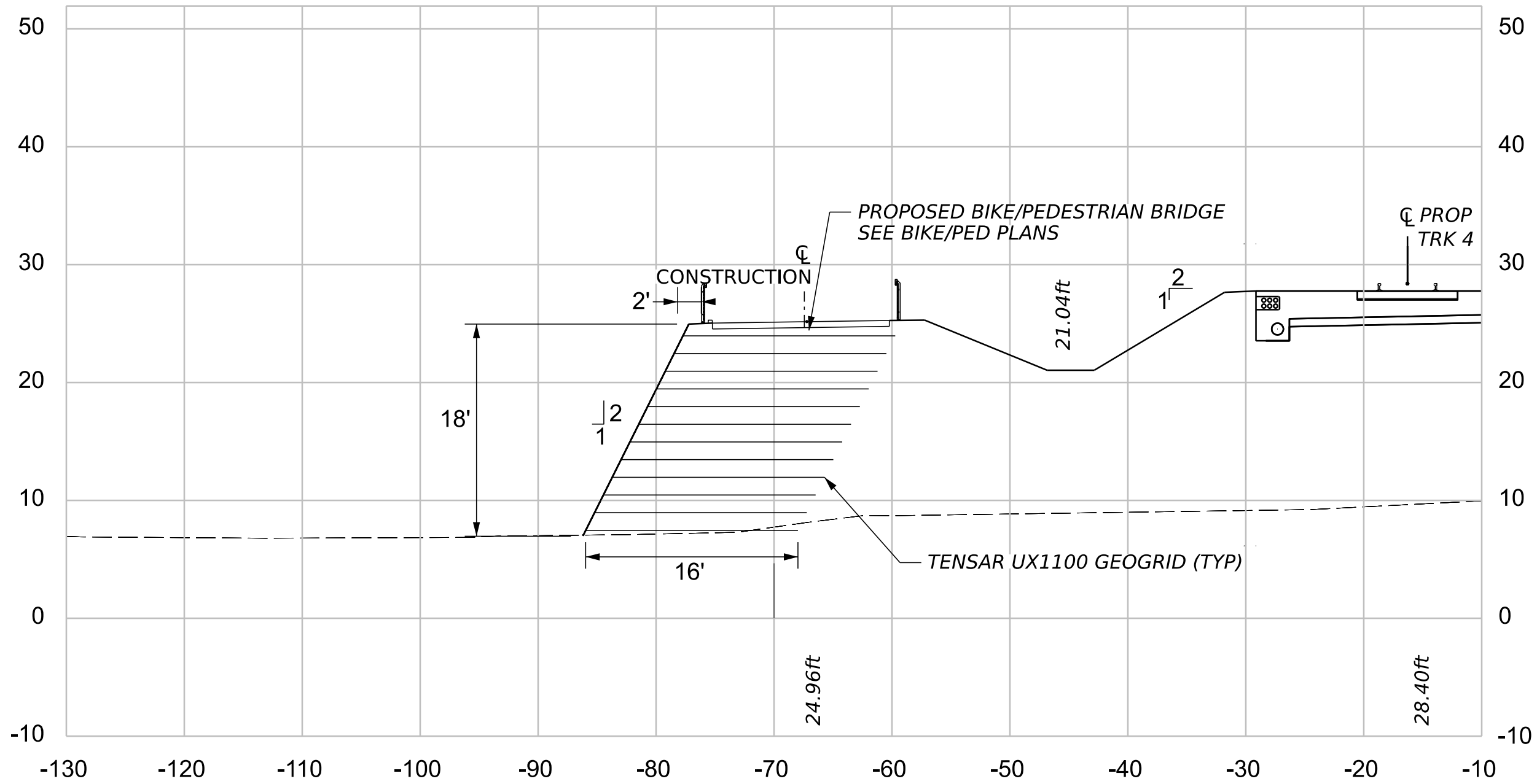
LAYER	ELEVATION (FT)	DEPTH BELOW TOP OF STRUCTURE FILL (FT)
1	24.0	1.0
2	22.5	2.5
3	21.0	4.0
4	19.5	5.5
5	18.0	7.0
6	16.5	8.5
7	15.0	10.0
8	13.5	11.5
9	12.0	13.0
10	10.5	14.5
11	9.0	16.0
12	7.5	17.5



WELDED WIRE FORM DETAIL
N.T.S.

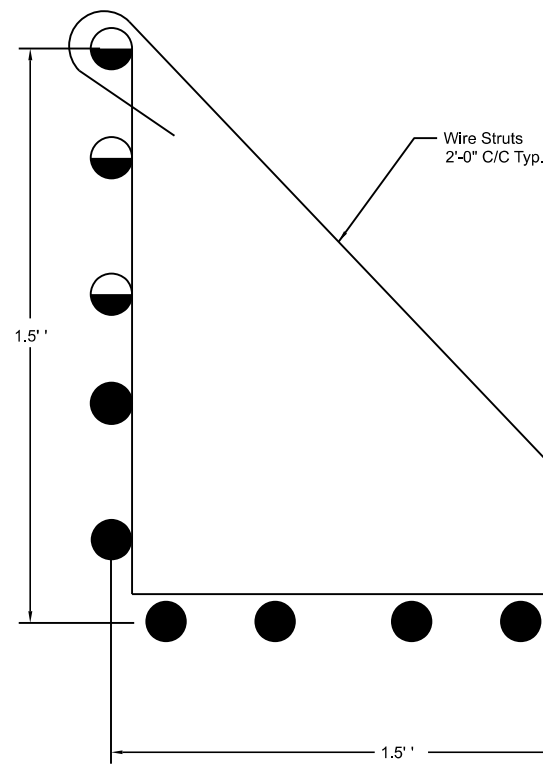


TYPICAL SECTION - MECHANICALLY STABILIZED EARTH
N.T.S.

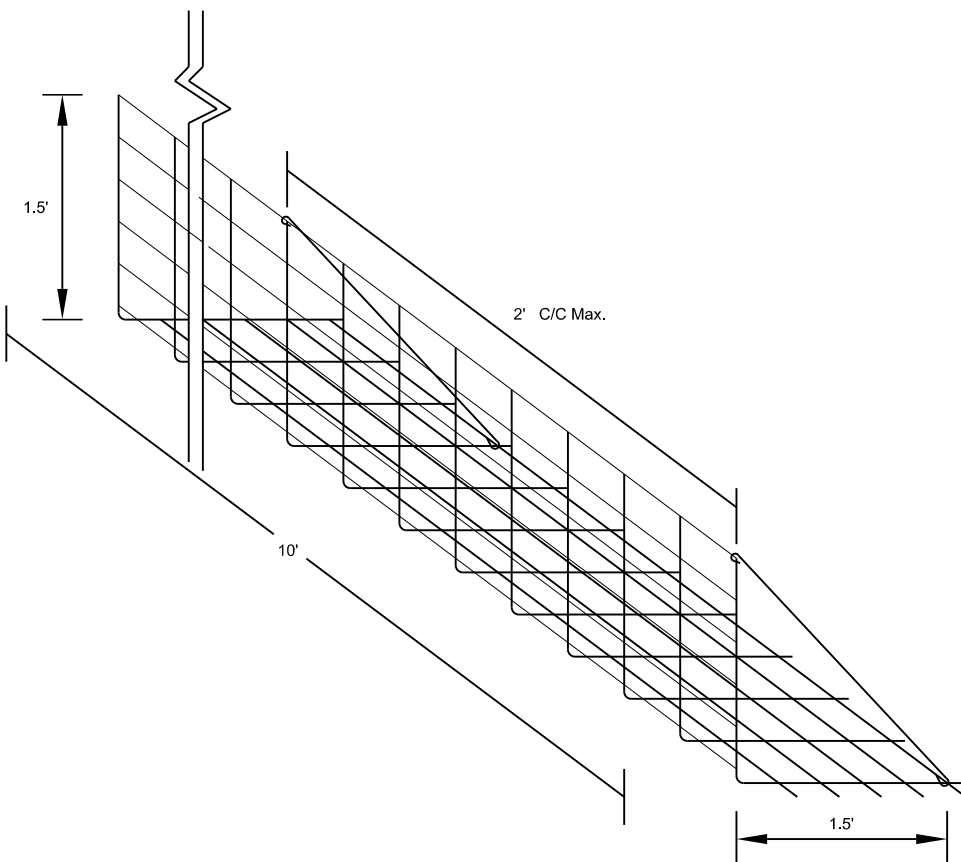


STA 3018+00.00

- KEY CONSIDERATIONS FOR REINFORCED SOIL SLOPE (RSS):
- A GROUND REINFORCEMENT LENGTH OF NO LESS THAN 90% OF THE SLOPE HEIGHT
 - GROUND REINFORCEMENT CONSISTING OF GEOGRIDS SPACED NO MORE THAN 18" VERTICALLY AND AT 100% COVERAGE AT EACH LAYER OF REINFORCEMENT (APPROXIMATE ELEVATIONS AND DEPTHS PROVIDED IN TABLE ABOVE FOR THIS PARTICULAR CROSS SECTION)
 - TENSAR UX1100 UNIAXIAL GEOGRID WITH MINIMUM LONG TERM ALLOWABLE TENSILE STRENGTH OF 1,450 LB/FT (OR EQUIVALENT)
 - ESTABLISH THE FACE OF SLOPE TO THE GEOMETRY SHOWN IN THE CROSS SECTION (1H:2V) CONSISTING OF L-SHAPED WIRE FORMS TO BE VEGETATED. DESIGN LIFE OF 75 YEARS.
 - PROVIDE STORM WATER MANAGEMENT TO MINIMIZE SHEET FLOW OVER THE SLOPE



WELDED WIRE FORM DETAIL
N.T.S.



WELDED WIRE FORM DETAIL
N.T.S.

SCALE
1" = 10'-0"

NOTE: SECTIONS ARE BASED OFF PROPOSED TRACK 3 BASELINE

ATC 3 - BIKE-PED SPAN 1 FILL SECTION AND
REMOVAL OF WALL A - 5/6/2024

DESIGNED BY

DRAWN BY

CHECKED BY

APPROVED BY

DATE

5/6/2024



PRELIMINARY
NOT FOR CONSTRUCTION



LONG BRIDGE
SOUTH PACKAGE
ARLINGTON, VA TO WASHINGTON, DC
SUBDIVISION: RF&P ZONE: CENTRAL
CROSS SECTIONS
(9 OF 35)

PROJECT NO.

VPRA R02A
CSXT XXXX

DRAWING NO.

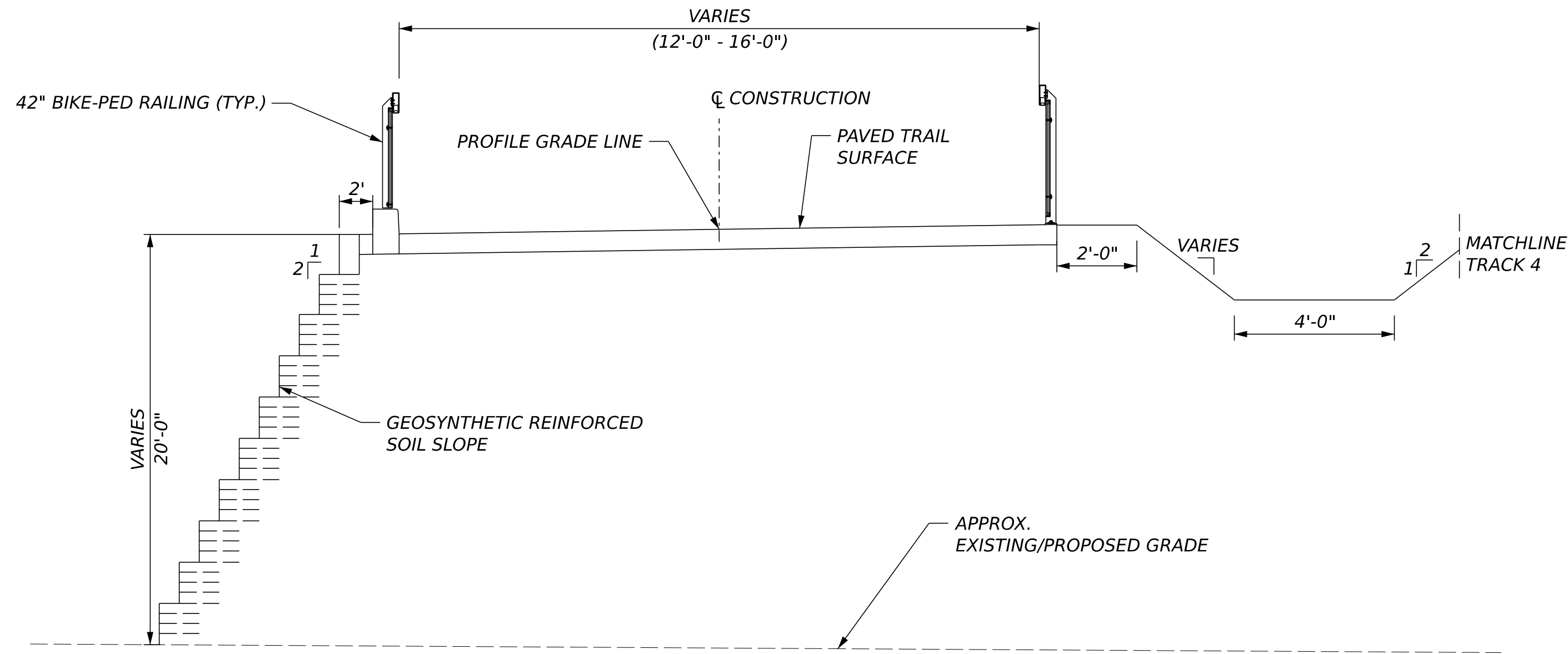
REV.

SHEET NO.

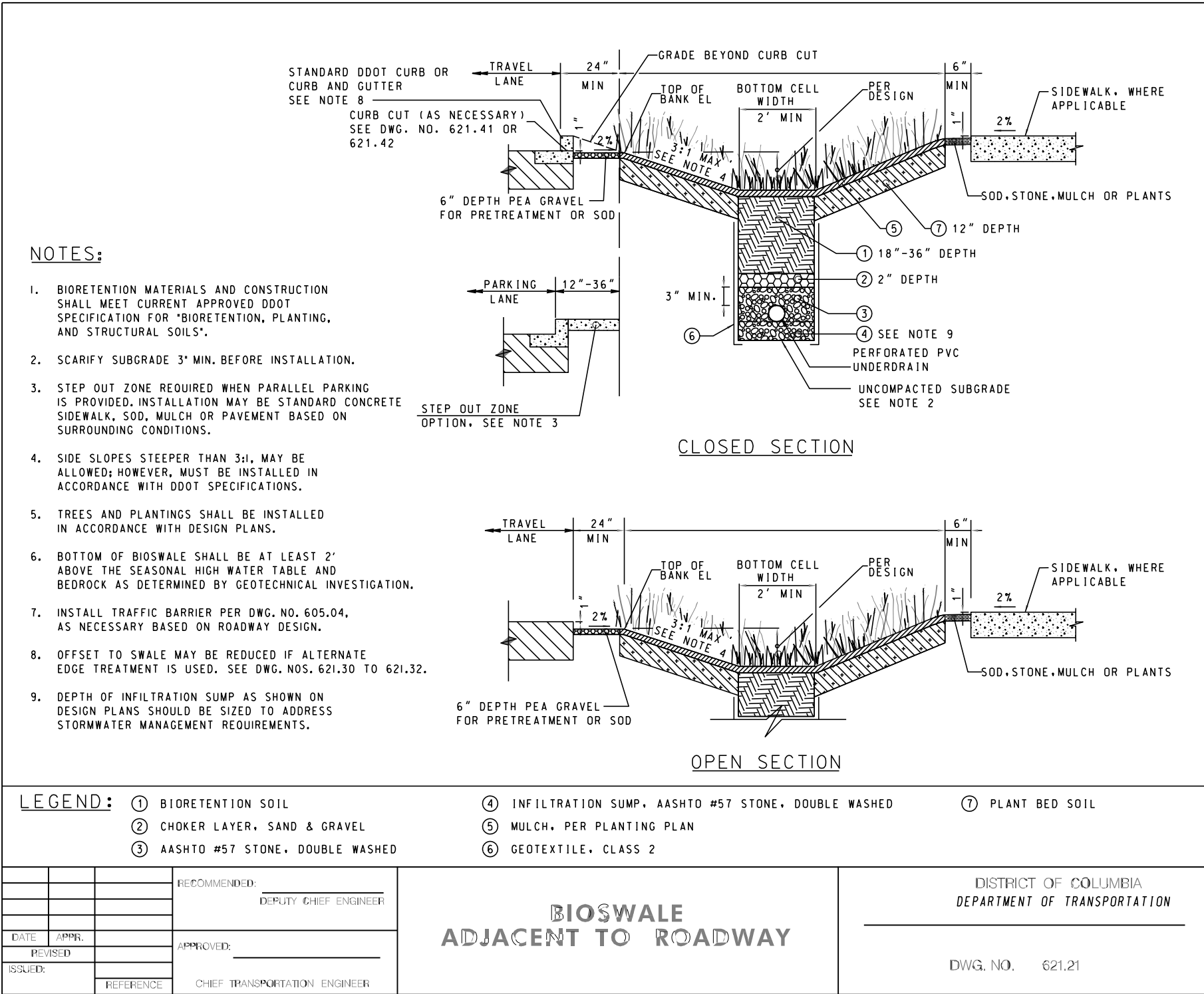
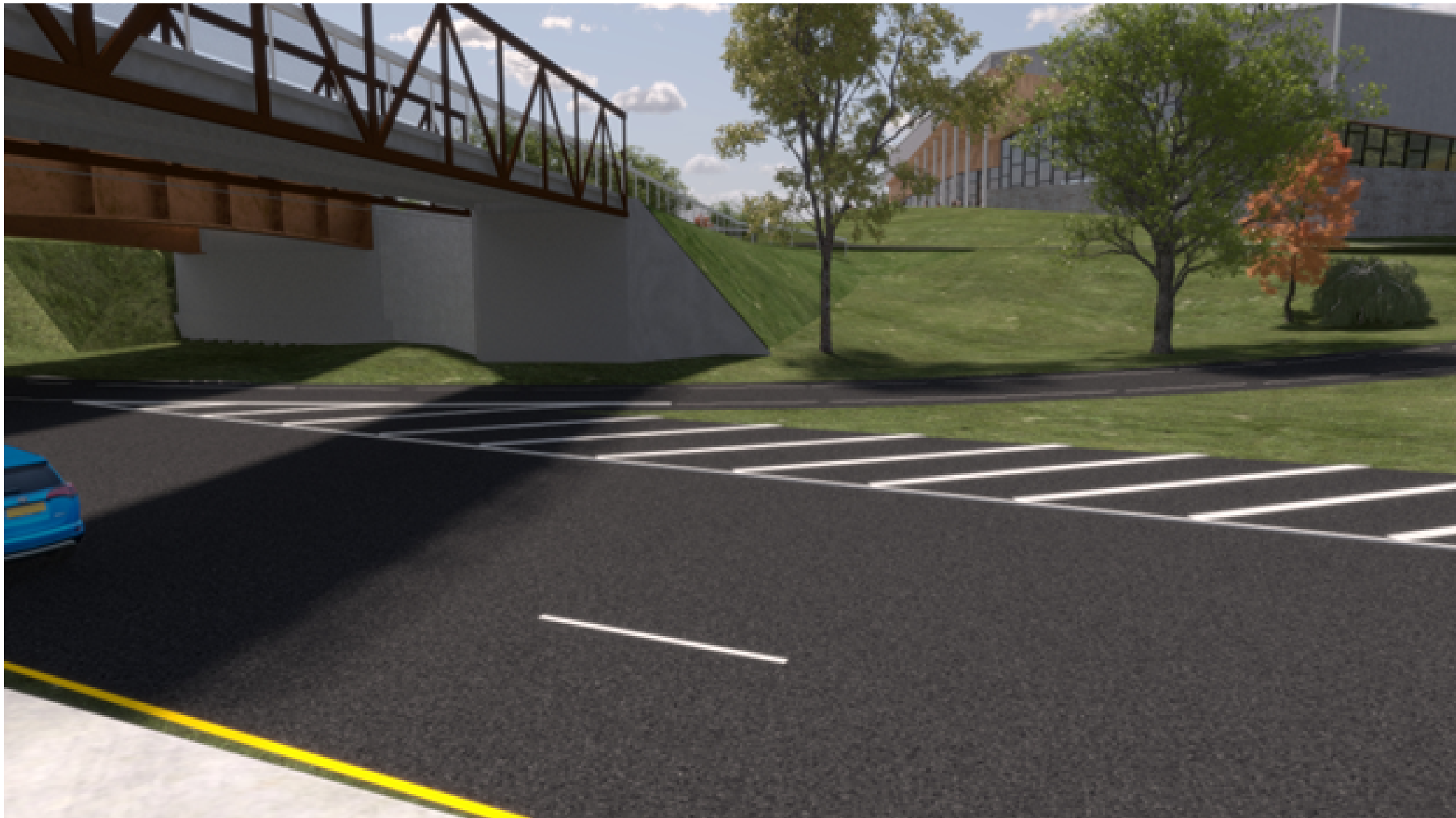
N/A

SCALE

AS SHOWN



TRANSVERSE SECTION - TYPICAL ON-GRADE APPROACH
AT LONG BRIDGE TRAIL
SCALE: NOT TO SCALE



BIOSWALE TYPICAL SECTION
SCALE: NOT TO SCALE

ATC 3 - BIKE-PED SPAN 1 FILL SECTION AND REMOVAL OF WALL A - 5/6/2024			DESIGNED BY
			DRAWN BY
			CHECKED BY
			APPROVED BY
			DATE
Rev.	Date	Description	



PRELIMINARY
NOT FOR CONSTRUCTION



LONG BRIDGE
SOUTH PACKAGE
ARLINGTON, VA TO WASHINGTON, DC
SUBDIVISION: RF&P ZONE: CENTRAL
POTOMAC RIVER BIKE-PED BRIDGE
TRANSVERSE SECTIONS

PROJECT NO. VPRA R02A CSXT XXXX	
DRAWING NO. D-112	
REV. N/A	SHEET NO.
SCALE AS SHOWN	

Final ATC Response

To: EJ O'Neill, Vice President Archer Western & Authorized Representative for Archer Western
Traylor Brothers (AWT-JV)
13454 Sunrise Valley Drive,
Suite 440, Herndon, VA 20171

From: John Kostyniuk; VPRA

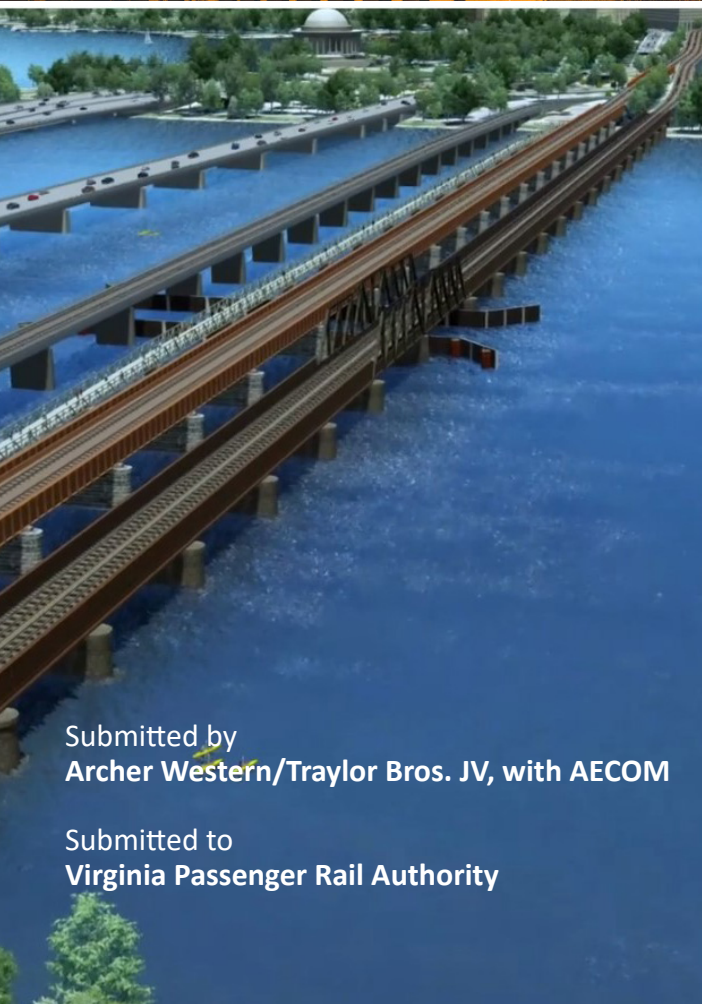
Date: June 24, 2024

Subject: VPRA Response to AWT-JV ATC 3 - Bike-Ped Span 1 Fill Section and Removal of Wall A

In accordance with Section 4.4 of the RFP, VPRA provides the following response to the above-listed ATC:

This ATC may be acceptable upon the satisfaction, in VPRA's sole discretion, of the following conditions:

- Design-Builder must obtain Section 106 Signatory concurrence.
- Design-Builder must obtain DDOT and NPS approval.
- Design-Builder shall provide analysis showing that this construction can accommodate adjacent rail live loads and does not cause settlement which would impact existing structures.



Submitted by
Archer Western/Traylor Bros. JV, with AECOM

Submitted to
Virginia Passenger Rail Authority

LONG BRIDGE SOUTH PACKAGE

CONFIDENTIAL ATC

ATC 4 - Double-sided
Fillet Welds for the
Flange to Web Welds

RFP No.: 1-001-23-0002
May 8, 2024



ATC 4 – Double-sided Fillet Welds for the Flange to Web Welds

(c) a narrative description and conceptual drawings of the configuration of the ATC or other appropriate descriptive and technical information;

The Technical Provisions, Section 15.13(h) require the flange to web welds of the through plate girders to be complete joint penetration welds. We propose to use double-sided fillet welds for the flange to web welds. The fillet weld size will not be less than 5/16". If the required fillet weld is greater than 1/2", we will provide a complete joint penetration weld for this connection.

Flange to web welds offer an excellent opportunity to utilize fillet welds since the direction of stress is nearly entirely longitudinal caused by horizontal shear flow from the flange to web. Fillet welds will significantly reduce both fabrication time and cost, including associated testing, while providing the required capacity to transfer horizontal shear between the flanges and webs.

(d) the locations where, and an explanation of how, the ATC would be used on the Project;

These fillet welds would be used at the flange to web connection of both the top and bottom flanges of the through plate girders for all 27 spans of the Undergrade Potomac River Bridge.

(e) any changes in operational requirements associated with the ATC, including ease of operations;

There will be no changes to the operational requirements.

(f) any changes in routine or capital maintenance requirements associated with the ATC, including ease of maintenance;

There will be no changes to the capital maintenance requirements.

(g) any changes in the anticipated life of the components and items comprising or affected by the ATC;

There will be no changes to the anticipated life of the components since the welds will be sized to meet the fatigue requirements as stipulated in the Technical Provisions, Section 15.3.7.1

(h) any change to the time period necessary to design and construct the Project, including changes in phasing and sequencing, resulting from implementing the ATC, including, as appropriate, a description of method and commitments;

There will be no changes to the design. Fabrication time will be reduced.

(i) references to requirements of the Contract Documents that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from such requirements, and a request for approval of such deviations;

Technical Provision Section 15.13(h) specifies complete joint penetration welds for the flange to web welds.

(j) an analysis justifying use of the ATC, including explanations of (i) why the deviations, if any, from the requirements of the Contract Documents should be allowed, and (ii) how the ATC is equal or better in quality and performance as compared to the requirements of the Contract Documents;

The proposed fillet welds will be designed to meet the required strength and serviceability requirements as stipulated in both the Technical Provisions and AREMA Chapter 15. The welds will be inspected in accordance with the requirements in AREMA and AWS D1.5.

(k) if and what additional ROW will be required to implement the ATC; (l) a preliminary assessment of the need for additional environmental analysis and the potential impacts on environmental permitting and clearances, the surrounding community, safety, design, construction, operations, and maintenance;

Additional ROW is not required for this ATC.

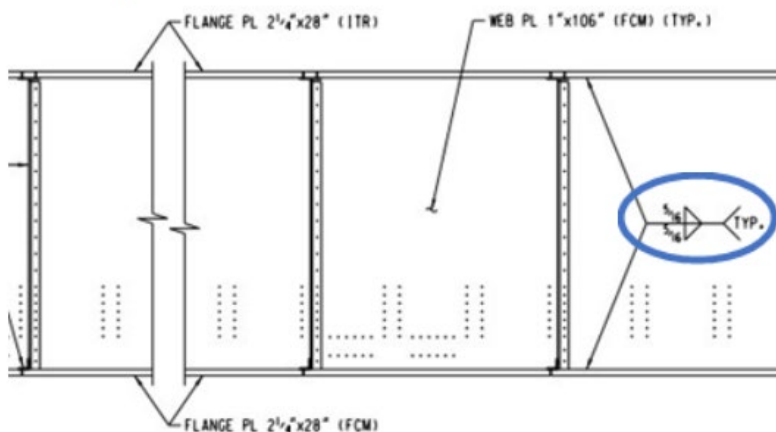
(m) an estimate of the impact of the ATC on the Contract Price and schedule (including time savings or additional time necessary), should the ATC be approved and implemented;

The team is still working with fabricators on the prefabricated costs of the girders, and which finalized costs may not be known in the coming weeks, however initial pricing indicates this ATC would potentially save [REDACTED] to the price of the project. Additionally, preliminary schedule reviews showed an approximate 20% reduction in fabrication timelines for the anticipated works. Initial schedule evaluations show that this ATC could result in a 2-4 month savings on the critical path of the rail bridge.

(n) any prior projects on which the Proposer used the concept(s) in the ATC or similar concepts, as well as a description of the project, how the ATC was implemented, how the ATC was successful, and the name and contact information (phone number and email address) of a reference person from the project; and

Other rail agencies such as BNSF, Kansas City Southern Lines, Norfolk Southern Railway and Alaska Railroad allow fillet welds for the flange to web welds for through plate girders.

BNSF Example Detail:



(o) a description of added or reduced risks to VPRA, CSXT or other third parties associated with implementing the ATC.

There is no added risk to VPRA, CSXT or other third parties associated with implementing this ATC.

Final ATC Response

To: EJ O'Neill, Vice President Archer Western & Authorized Representative for Archer Western
Traylor Brothers (AWT-JV)
13454 Sunrise Valley Drive,
Suite 440, Herndon, VA 20171

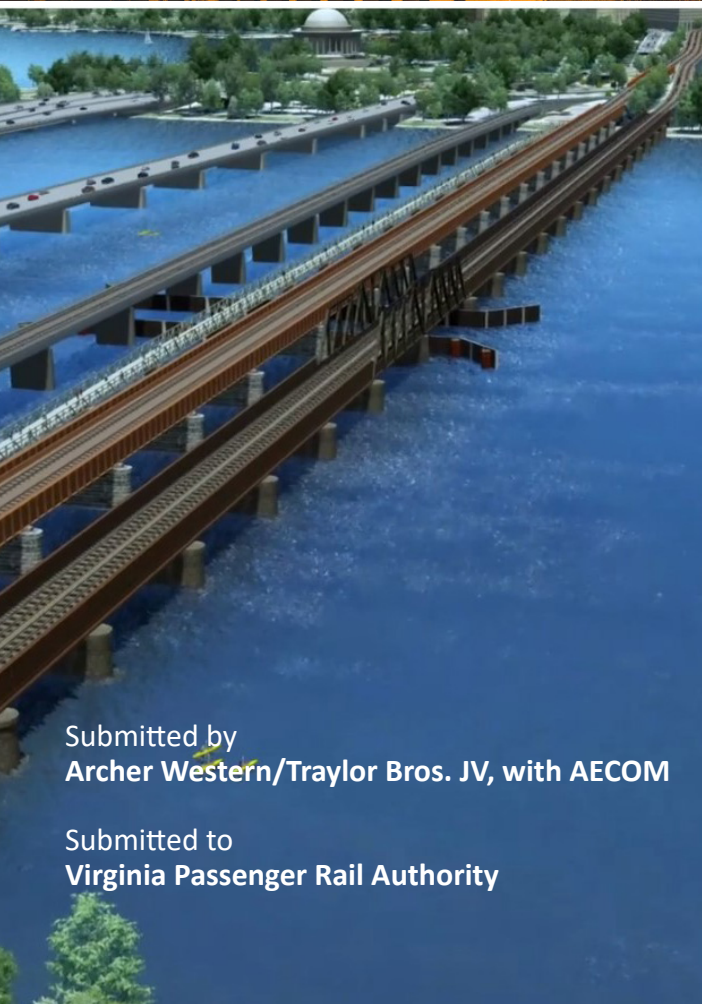
From: John Kostyniuk; VPRA

Date: June 24, 2024

Subject: VPRA Response to AWT-JV ATC 4 - Double-Sided Fillet Welds for the Flange to Web Welds

In accordance with Section 4.4 of the RFP, VPRA provides the following response to the above-listed ATC:

This ATC is acceptable for inclusion in the Proposal.



Submitted by
Archer Western/Traylor Bros. JV, with AECOM

Submitted to
Virginia Passenger Rail Authority

LONG BRIDGE SOUTH PACKAGE

CONFIDENTIAL ATC

ATC 5 – Bolting of the
Deck Plate vs. Welding

RFP No.: 1-001-23-0002
May 8, 2024



ATC 5 – Bolting of the Deck Plate vs. Welding

(c) a narrative description and conceptual drawings of the configuration of the ATC or other appropriate descriptive and technical information;

Our team is proposing to attach the steel deck plate to the floor beams and knee braces of the Potomac River Undergrade Bridge using 7/8" diameter ASTM F3125, Grade A325 Type 3 high strength bolts. The CSX Public Projects Manual specifies both shop and field welding of the steel deck plate to the floor beams. Although this specific manual is not referenced in Section 15 of the Technical Provisions, it is referenced elsewhere in the Technical Provisions. Welding of the steel deck plate will require both shop and field welding with over 15-miles of welding, 1/3 of which will likely be field welding. The Technical Provisions also require the steel deck plate to be non-composite with the superstructure; therefore, there is no structural requirement to provide continuous fillet welds to attach the deck plate to the floor beams. Additionally, AREMA does not require welding the floor beam to deck plate. The high strength bolts will be designed to meet sealing and stitch requirements in accordance with AREMA Chapter 15, Section 1.5.13 and 1.5.14, with a maximum spacing not exceeding 7-inches and tightened to meet the minimum tension requirements in accordance with AREMA Chapter 15, Table 15-1-12.

(d) the locations where, and an explanation of how, the ATC would be used on the Project;

This ATC would apply to all floor beams and knee braces for all spans of the Potomac River Undergrade Bridge.

(e) any changes in operational requirements associated with the ATC, including ease of operations;

There will be no changes to the operational requirements.

(f) any changes in routine or capital maintenance requirements associated with the ATC, including ease of maintenance;

There will be no changes to the routine or capital maintenance requirements.

(g) any changes in the anticipated life of the components and items comprising or affected by the ATC;

There will be no changes to the anticipated life of the components and items comprising or affected by this ATC.

(h) any change to the time period necessary to design and construct the Project, including changes in phasing and sequencing, resulting from implementing the ATC, including, as appropriate, a description of method and commitments;

There will be no changes to the time period necessary to design the project. We anticipate a reduction in the fabrication and assembly/erection duration. The project team would not be required to perform welding outside of the shop environment. For example, erecting a span in place would no longer require crew members to perform overhead welding in tight environments.

(i) references to requirements of the Contract Documents that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from such requirements, and a request for approval of such deviations;

Section IX.E of the Criteria for Undergrade Railroad Bridges in the appendix of the CSX Public Project Information for Construction and Improvement Projects that may involve the Railroad specifies the steel deck plate be shop welded and field welded to the floor beams.

(j) an analysis justifying use of the ATC, including explanations of (i) why the deviations, if any, from the requirements of the Contract Documents should be allowed, and (ii) how the ATC is equal or better in quality and performance as compared to the requirements of the Contract Documents;

Allowing the deck plate to be bolted to the floor beams and knee braces will eliminate an extensive amount of field welding, which will require: 1) ventilation for worker safety; and 2) carefully followed welding procedures to maintain quality and to avoid unwanted distortion of the floor beam flanges during the welding process. Bolting the deck plate will allow the deck plate to be drawn together with the floor beams to eliminate field adjustments for potential camber differentials between floor beams. Since the deck plate is non-composite with the floor beams there are no structural requirements for the connection. The high strength bolts will be spaced to satisfy sealing and stitch requirements. Attaching the deck plate with high strength bolts in lieu of welding is safer for craft workers.

(k) if and what additional ROW will be required to implement the ATC; (l) a preliminary assessment of the need for additional environmental analysis and the potential impacts on environmental permitting and clearances, the surrounding community, safety, design, construction, operations, and maintenance;

Additional ROW is not required.

(m) an estimate of the impact of the ATC on the Contract Price and schedule (including time savings or additional time necessary), should the ATC be approved and implemented;

The team is still working with fabricators on the costs of this ATC. However initial pricing with respect to building spans on-site indicates this ATC would potentially save [REDACTED] to the price of the project. Additionally, preliminary schedule reviews shows an approximate a two-month savings on the critical path of the rail bridge when building the spans in place.

(n) any prior projects on which the Proposer used the concept(s) in the ATC or similar concepts, as well as a description of the project, how the ATC was implemented, how the ATC was successful, and the name and contact information (phone number and email address) of a reference person from the project; and

Connecting the steel deck plate to the floor beams and knee braces of through plate girder bridges is standard practice for bridges designed in accordance with both Canadian National Railway requirements. We have attached several examples of projects where this detail has been used, including a standard detail from CN Railway and Union Pacific Railroad. (See Exhibit ATC5-1).

(o) a description of added or reduced risks to VPRA, CSXT or other third parties associated with implementing the ATC.

There is no added risk to VPRA, CSXT or other third parties associated with implementing this ATC. A bolted deck plate to floor beam connection will perform equally or better than a welded connection.

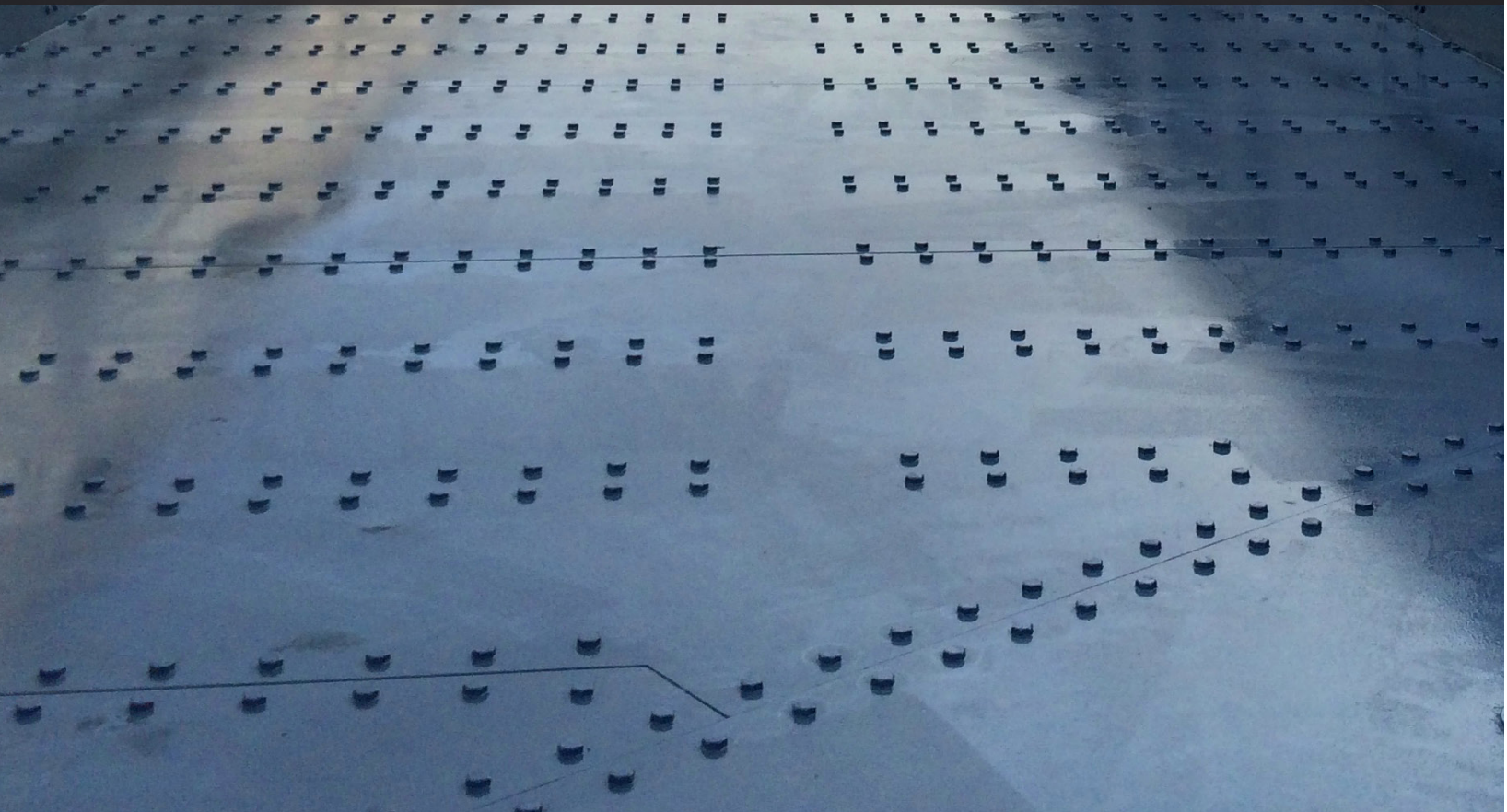
Exhibits:

ATC5-1: Bolted deck plate examples

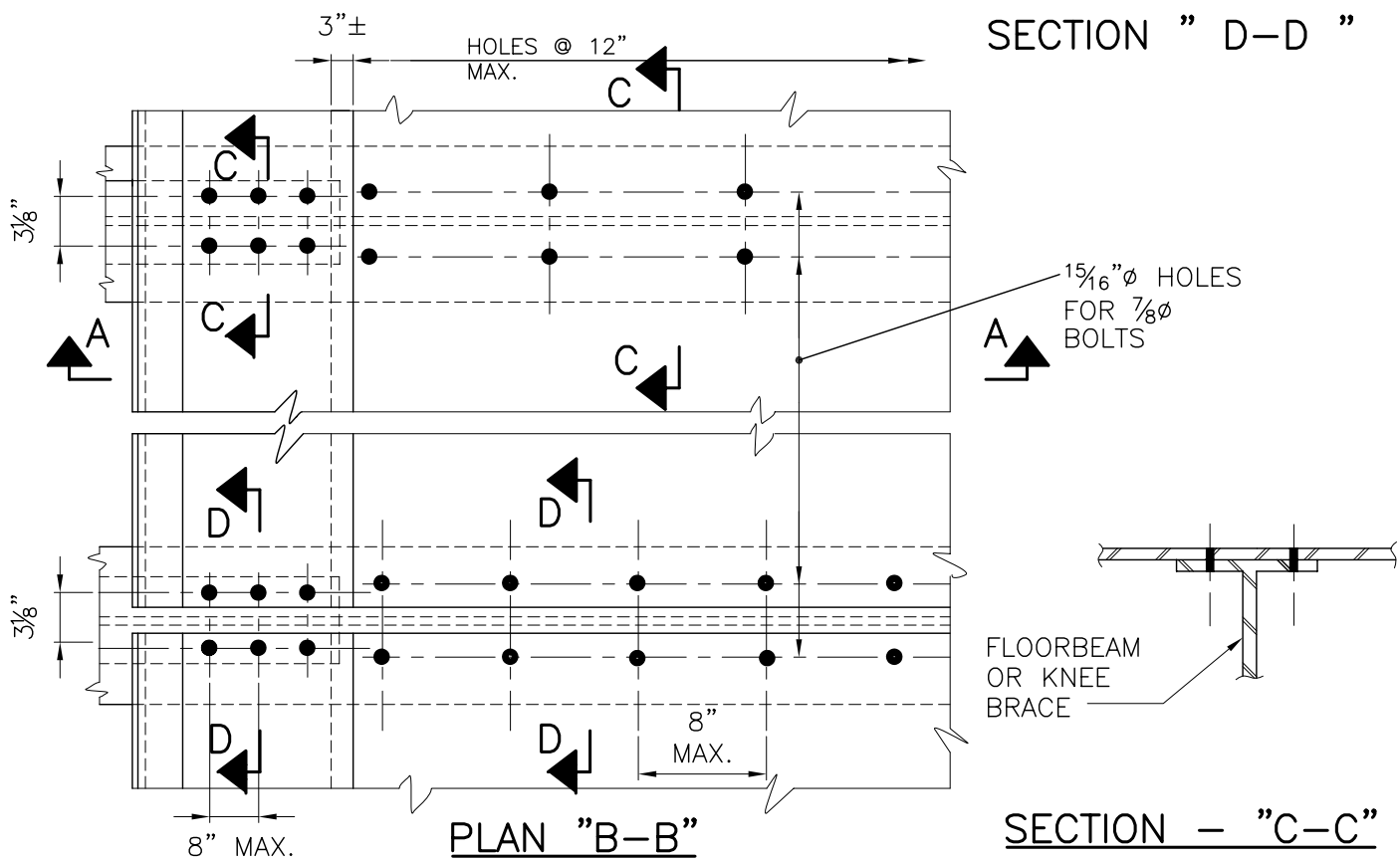
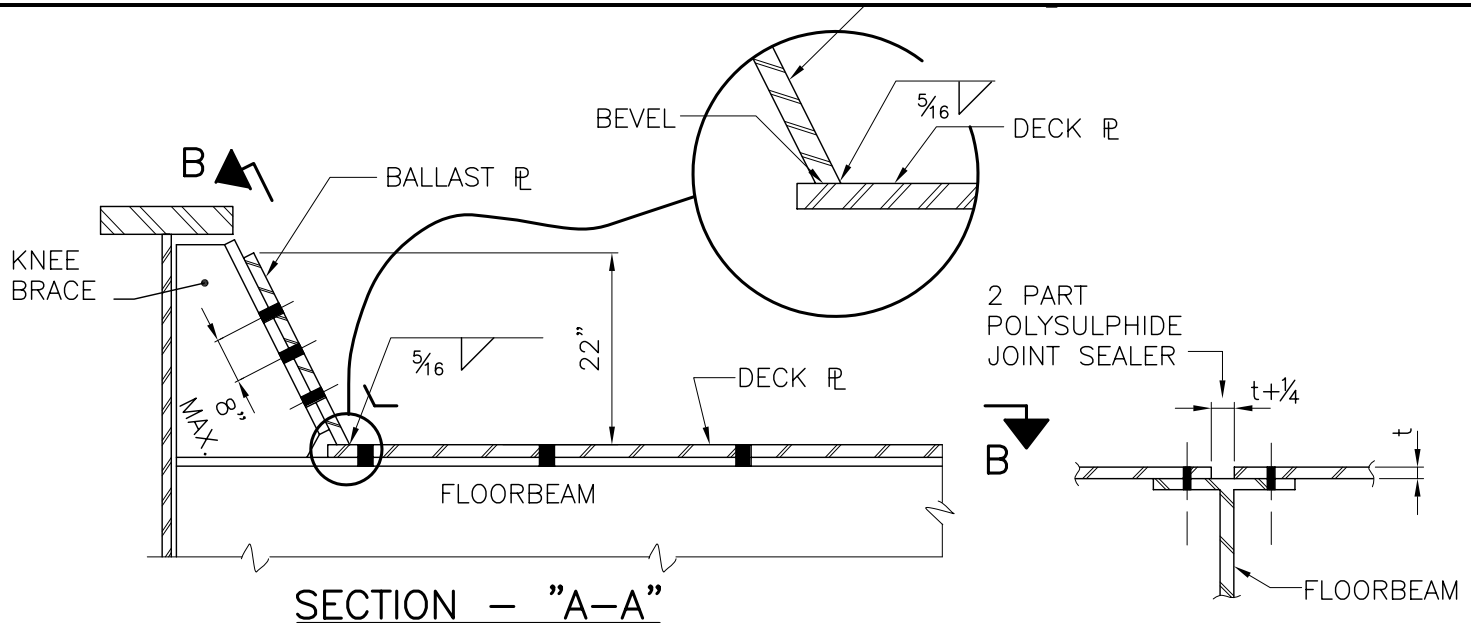


Norfolk Southern MP ML-83.74 over SR 0019

Norfolk Southern Railway








NOTE: USE E 55018 ELECTRODE OR EQUIVALENT FOR WELDS SHOWN.

(FOR SQUARE SPANS 40'-0 & OVER & ALL SKEWED SPANS)

Drawn: Dessin: JHH	Checked: Vérification:	ATTACHMENT OF DECK PLATE BY BOLTING IN SHOP OR FIELD
Scale: Echelle: AS NOTED	Date: AUG. 29/2005	
Office of chief engineer Bureau de L'Ingénieur en chef		<div style="display: flex; align-items: center; justify-content: space-between;">  <div style="text-align: right;"> Drawing number Dessin Numero S10i </div> <div style="border: 1px solid black; padding: 2px 5px;"> A </div> </div>

MATCH LINE
CONTINUITY
ON E101

102'-0 1/2" (END TO END GIRDER)

99'-0" (CL TO CL BEARING.)

4 @ 10'-0" = 40'-0"

18 @ 5'-0" = 90'-0"

37 @ 2'-6" = 92'-6"

11 @ 5'-0" = 55'-0"

20'-0"

1'-6 1/4"

2'-5 9/16"

2'-5 9/16"

2'-5 9/16"

C BEARING
N. ABUT.

9'-0 13/16"

C BRIDGE

B
END
FLOOR BEAM

26°57'28"

ERECTION PLAN

(TOP FLANGES, DECK PLATES, BALLAST PLATES,
GRATING SUPPORTS & WALKWAY NOT SHOWN FOR CLARITY)

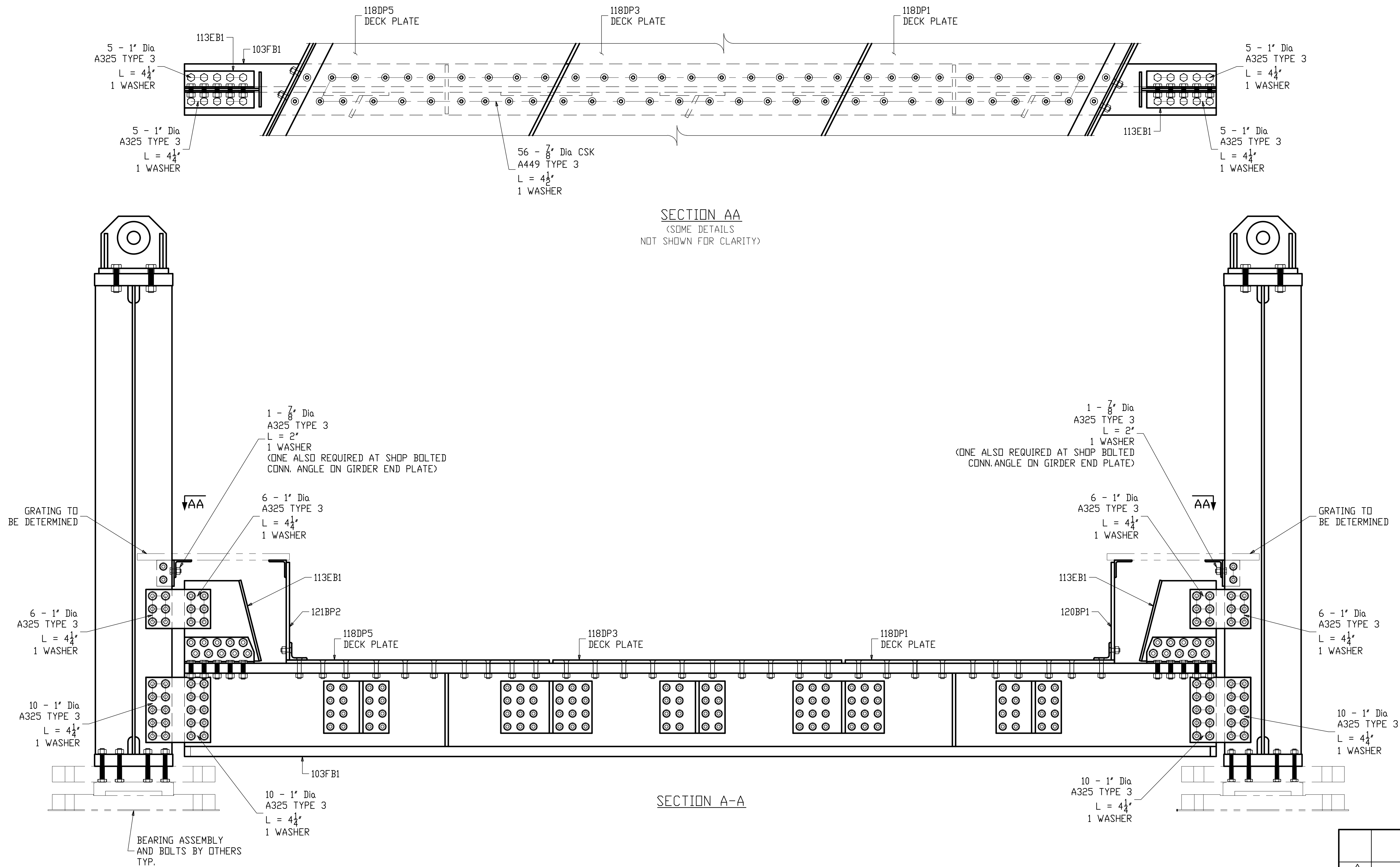
SEE SHEET E103 & E104
FOR MARKS OF DECK PLATE,
BALLAST PLATE, END FLOOR BEAM BRACKET,
KNEE BRACE, WALKWAY BRACKET,
WALKWAY FASCIA & MASONRY PLATE

ALL STEEL SHALL BE ERECTED WITH THE
"SHIPPING MARK" IN THE SAME RELATIVE POSITION
AS SHOWN ON THE ERECTION PLAN

NOTICE TO ERECTOR
BACKCHARGES FOR CORRECTIVE WORK
OR REPLACED MATERIAL WILL NOT BE
ACCEPTED UNLESS EXPRESSLY AUTHORIZED
BY VERITAS STEEL, LLC BEFORE ANY SUCH
COSTS ARE INCURRED.


NOTES:
1. FOR GENERAL NOTES SEE SHEET GN101.

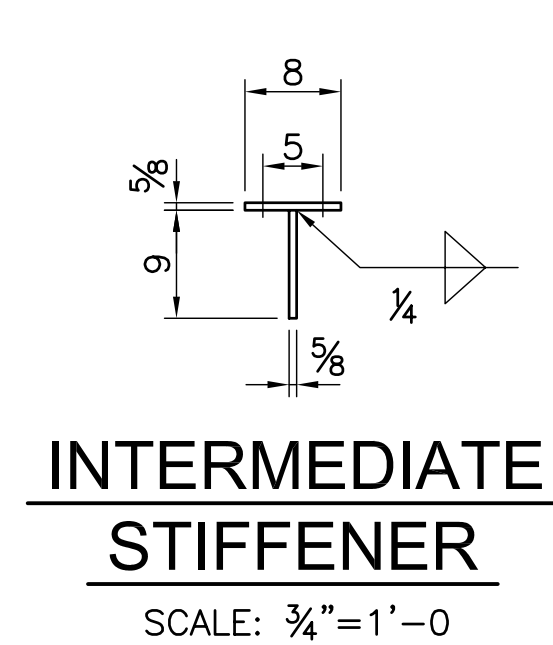
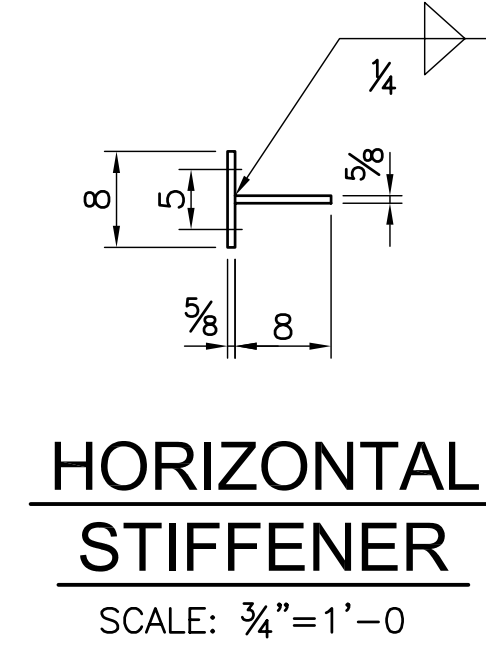
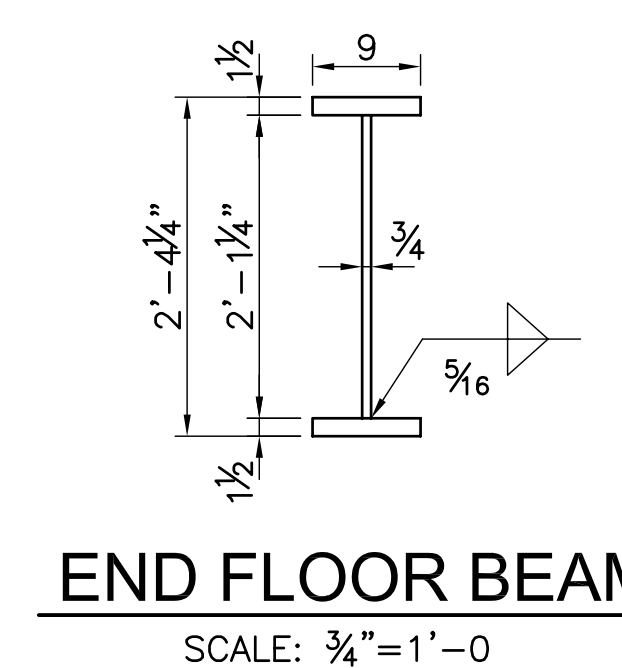
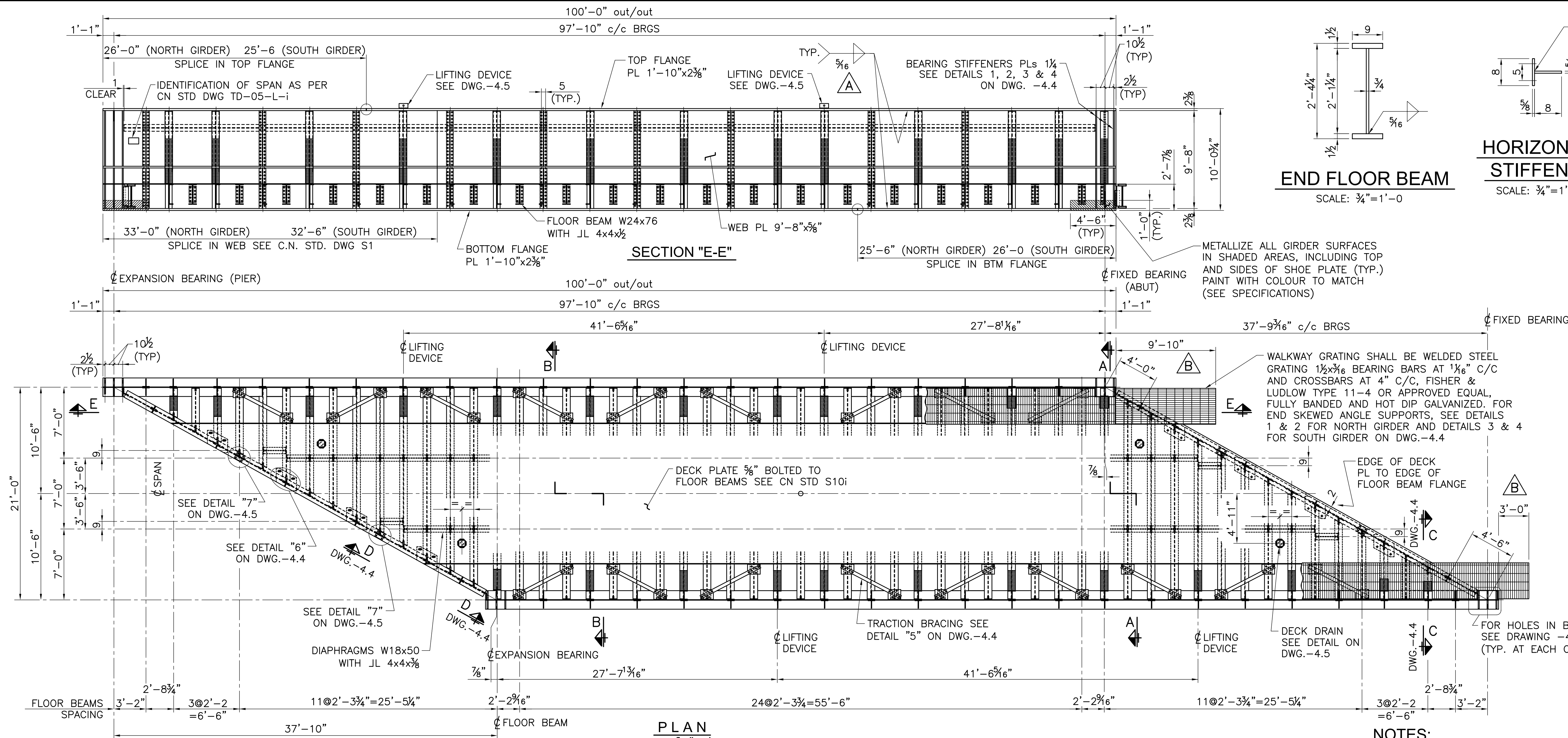
△			
NO.	DATE	REMARKS	BY
REVISIONS			
<div><div><div><div></div><div>Veritas STEEL</div><div>2-EAU CLAIRE, WI 3-WAUSAU, WI 4-PALATKA, FL</div></div><div>1988</div></div></div>			
STRUCTURE	CN RAILROAD - LEITHTON MI 40.71 OVER GOLF ROAD		
LOCATION	NEAR: ELGIN, ILLINOIS		
PROJECT NO.	HNR		
ENGINEER	WALSH CONSTRUCTION		
CONTRACTOR	WALSH CONSTRUCTION		
ITEM	ERECTION PLAN		
SURFACE PREP.	SEE P101	OPEN HOLES	-
PAINT	SEE P101		
APPROVAL	DRAWN MH 12/06/23	SHEET NO.	PLANT
SHOP	CHECKED DP 12/07/23	E102	4
		ORDER NO.	F.P. NO.
		23032A	-



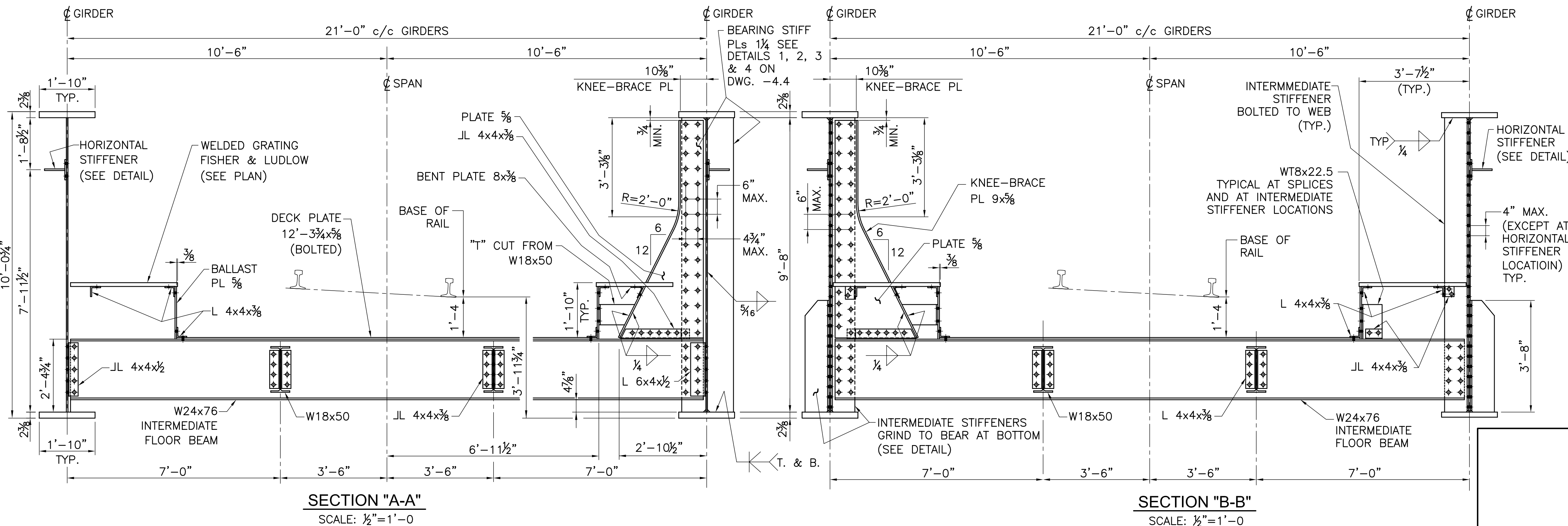
ALL STEEL SHALL BE ERECTED WITH THE "SHIPPING MARK" IN THE SAME RELATIVE POSITION AS SHOWN ON THE ERECTION PLAN


NOTES:
1. FOR GENERAL NOTES SEE SHEET GN101.

NO.	DATE	REMARKS	BY
REVISIONS			
			
STRUCTURE	CN RAILROAD - LEITHTON MI 40.71 OVER GOLF ROAD		
LOCATION	NEAR: ELGIN, ILLINOIS		
PROJECT NO.			
ENGINEER	HDR		
CONTRACTOR	WALSH CONSTRUCTION		
ITEM	ERECTION PLAN - SECTIONS		
SURFACE PREP.	SEE P101	OPEN HOLES	-
PAINT	SEE P101		
APPROVAL	DRAWN MH 12/06/23	SHEET NO.	PLANT
SHOP	CHECKED DP 12/07/23	E105	4
		ORDER NO.	F.P. NO.
		23032A	-



- NOTES:**
- FOR GENERAL NOTES SEE DRAWING AA840-327.01-4.1
 - FOR OTHER NOTES, DETAILS AND ESTIMATED QUANTITIES SEE DRAWING AA840-327.01-4.4
 - READ THIS DRAWING IN CONJUNCTION WITH DRAWINGS AA840-327.01-4.4, -4.5, -4.6 AND -4.7
 - FOR ADDITIONAL INFORMATION NOT PROVIDED ON THESE DRAWING SEE C.N. STD S1i, S2i, S3i, S4i, S5i, S6i AND S10i.



SENIOR STRUCTURAL ENGINEER				
AB	06/06/23	AS CONSTRUCTED		JC
No.	Date	Revision		By/Par
Division	EASTERN CANADA		Sub-division	KINGSTON
			Mile	327.01
			Mille	
KINGSTON 327.01, DANFORTH AVENUE				
SCARBOROUGH, ONT.				
BRIDGE WIDENING				
97'-10" c/c T.P.G. SPANS (1 of 5)				
Drawn	G _G	Designed	SKH	Checked
Dessin		Conception		Verification
				Scale
				Echelle
			NOTED	Date
				05/08/17
Office of Chief Engineer				
Bureau de l'Ingénieur en Chef				
File	327.01	KINGSTON	Drawing Number	AA840-327.01-4.3AB
Reference			Dessin Numéro	

Final ATC Response

To: EJ O'Neill, Vice President Archer Western & Authorized Representative for Archer Western
Traylor Brothers (AWT-JV)
13454 Sunrise Valley Drive,
Suite 440, Herndon, VA 20171

From: John Kostyniuk; VPRA

Date: June 24, 2024

Subject: VPRA Response to AWT-JV ATC 5 - Bolting of the Deck Plate vs. Welding

In accordance with Section 4.4 of the RFP, VPRA provides the following response to the above-listed ATC:

This ATC is acceptable for inclusion in the Proposal.

**EXHIBIT C – SPECIAL TERMS AND CONDITIONS (FEDERAL RAILROAD ADMINISTRATION
CLAUSES) (FORM PD 260 (FRA/CON))**

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

These Special Terms and Conditions shall apply in instances in which the Contract is funded in whole or in part by the United States Department of Transportation, Federal Railroad Administration or otherwise involves federal financial assistance which is administered by the Federal Railroad Administration. The requirements set forth herein are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of these Special Terms and Conditions is inconsistent with a provision found elsewhere in the Contract and is irreconcilable with such provision, the requirement in these Special Terms and Conditions shall prevail.

ARTICLE 1: DEFINITIONS

- 1.1 “**C.F.R.**” means the United States Code of Federal Regulations, which contains regulations applicable to FRA grant recipients and their contractors and subcontractors.
- 1.2 “**Contractor**” means the party entering into the Contract with VPRA as a result of the solicitation for construction services and is intended to include the “Design-Builder” and “CM/GC Contractor,” to the extent that term is used and/or defined elsewhere in the Contract.
- 1.3 “**DOT**” means the United States Department of Transportation (also represented as USDOT).
- 1.4 “**EPA**” means the United States Environmental Protection Agency (also represented as USEPA).
- 1.5 “**Federal Government**” means the government of the United States of America, and any body or entity exercising executive, legislative, judicial, regulatory or administrative functions of the government of the United States of America.
- 1.6 “**FRA**” means the Federal Railroad Administration, an operating administration of the USDOT.
- 1.7 “**Grant Agreement**” shall mean the grant agreement between VPRA and FRA which forms the basis for federal financial assistance on the Contract.
- 1.8 “**Project**” shall have the meaning set forth in the Contract and, if no such definition is specified, shall mean the subject matter pertaining to Contract Work.
- 1.9 “**U.S.C.**” means the United States Code.
- 1.10 “**Work**” shall have the meaning set forth in the Contract and includes the services to be furnished by Contractor under the Contract.

ARTICLE 2: COMPLIANCE WITH LAWS, REGULATIONS, POLICIES, ETC.

- 2.1 Contractor shall at all times comply with the required FRA clauses set forth in this Contract and with all applicable federal laws together with DOT/FRA regulations, policies, procedures, guidance, required terms and conditions, and directives including, without limitation, those listed directly or by reference in the Grant Agreement (or any underlying agreement thereto). Federal requirements applicable to this Contract may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Grant Agreement (or any underlying agreement thereto), including any information incorporated by reference and made part of the Grant Agreement (or any underlying agreement thereto). Contractor shall comply with any changes to the federal requirements as are applicable to this Contract, including but not limited to, any new DOT/FRA required terms and conditions as may be issued in response to changes in the federal requirements. Contractor's failure to fully comply with the provisions of this Section 2.1 shall constitute a material breach of this Contract.

- 2.2** Specific provisions in this Contract include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, including those set forth in Appendix II of 2 C.F.R. Part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this Contract, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any VPRA requests which would cause VPRA to be in violation of the FRA terms and conditions and/or the Grant Agreement.

ARTICLE 3: PROHIBITED INTERESTS

- 3.1** No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Contract or to the benefits thereof.

ARTICLE 4: ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

- 4.1** **Access to Records.** Contractor agrees to provide sufficient access to FRA and its agents to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.
- 4.2** **Access to the Sites of Performance.** Contractor agrees to permit FRA and its agents access to the sites of performance under this Contract as may reasonably be required.
- 4.3** **Reproduction of Documents.** Contractor will retain, and will require its subcontractors/subconsultants at all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- 4.4** **Retention Period.** Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §§ 200.334-200-338. Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto. The expiration or termination of this Contract does not alter the record retention or access requirements of this Article.

ARTICLE 5: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- 5.1** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and USDOT regulations, "*Program Fraud Civil Remedies*," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FRA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- 5.2** Contractor shall report to FRA Regional Counsel and the DOT Inspector General any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that Contractor has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance;

suspension, debarment, or other similar administrative or enforcement action against Contractor; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

ARTICLE 6: CIVIL RIGHTS

6.1 VPRA is an Equal Opportunity Employer. As such, VPRA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Under this Contract, Contractor shall at all times comply with the following requirements:

6.2 ***Nondiscrimination.*** The following nondiscrimination requirements apply to this Contract:

6.2.1 ***Nondiscrimination in Employment.*** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FRA may issue, including but not limited to 49 C.F.R Part 21.

6.2.2 ***Nondiscrimination in Contracting.*** Contractor agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third-party contract it signs: (1) Contractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FRA or U.S.DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and (2) Contractor must take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of USDOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

6.3 ***Equal Employment Opportunity.*** The following equal employment opportunity requirements apply to this Contract:

6.3.1 ***Race, Color, Religion, National Origin, Sex.*** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e *et seq.*, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FRA may issue.

6.3.2 ***Age.*** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (US EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition,

Contractor agrees to comply with any implementing requirements FRA may issue.

- 6.4 *Disabilities.*** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with the requirements of US EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, and any implementing requirements FRA may issue. Contractor will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and any applicable implementing regulations.
- 6.5 *Information and Reports.*** Contractor shall provide all information and reports required by the regulations, or orders and instruction issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by VPRA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to VPRA, and shall set forth what efforts it has made to obtain the information.
- 6.6 *Sanctions for Noncompliance.*** In the event of Contractor's noncompliance with the provisions of this Contract, VPRA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to,
- i. Withholding the payments to Contractor otherwise due under Contract until Contractor achieves compliance, and/or
 - ii. Cancellation, termination, or suspension of the Contract, in whole or in part.

ARTICLE 7: SPECIAL U.S. DOL EEO CLAUSE FOR CONSTRUCTION PROJECTS

- 7.1** If the Contract has a total value of \$10,000 or more and is for construction, Contractor will comply with (i) USDOL regulations set forth in 41 C.F.R. Part 60-4, (ii) Executive Order 11246 "Equal Employment Opportunity," as amended (including by Executive Order 11375), and (iii) 42 U.S.C. § 2000 (e) note.
- 7.2** Contractor will comply with the equal opportunity clause set forth in 41 C.F.R. § 60-1.4(b), which is incorporated herein by reference pursuant to 41 C.F.R. § 60-1.4(d).
- 7.3** Contractor will comply with the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)" set forth in 41 C.F.R. § 60-4.3, which specifications, if applicable, will be included in a special provision to the Contract.
- 7.4** The requirements of this Article apply to Contractor and its subcontractors performing construction work at every tier. Contractor is responsible for ensuring that all applicable lower tier contractors and subcontractors are in compliance with this Article.

ARTICLE 8: NONDISCRIMINATION LEGAL AUTHORITIES APPLICABLE TO THE CONTRACT

- 8.1** During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest, agrees to comply with all applicable nondiscrimination statutes and authorities; including but not limited to, the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

8.2 USDOT 1050.2A, Appendices A and E are hereby incorporated by reference in all contracts and subcontracts funded in whole or in part with federal funds.

ARTICLE 9: PREVAILING WAGE AND ANTI-KICKBACK

9.1 For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FRA, Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146- 3148 as supplemented by USDOL regulations at 29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (Also Labor Standard Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).”

9.2 All contract clauses required by 29 C.F.R. 5.5(a)(1)-(11) shall be deemed incorporated in the Contract by reference and will be given the same force and effect as if they were inserted in full text.

ARTICLE 10: CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

10.1 Contractor shall comply with all federal laws, regulations, and requirements providing wage and

hour protections in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

10.2 Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5 or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this 29 C.F.R. 5.5, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. 5.5, in the sum currently provided in 29 C.F.R. 5.8 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. 5.5.

(3) **Withholding for unpaid wages and liquidated damages.**

- a. *Withholding process.* The FRA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth 29 C.F.R. 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds.* The Department of Labor has priority to funds withheld or to be withheld in accordance with paragraphs (a)(2)(i) or (b)(3)(i) of 29 C.F.R. 5.5, or both, over claims to those funds by: (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (2) A contracting agency for its procurement costs; (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (4) A contractor's assignee(s); (5) A contractor's successor(s); or (6) A claim asserted under the

Prompt Payment Act, 31 U.S.C. 3901–3907.

- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of 29 C.F.R. 5.5 and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act or its implementing regulations in 29 C.F.R. Part 5;
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under Contract Work Hours and Safety Standards Act or 29 C.F.R. Part 5;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under Contract Work Hours and Safety Standards Act or 29 C.F.R. Part 5; or
 - (iv) Informing any other person about their rights under Contract Work Hours and Safety Standards Act or 29 C.F.R. Part 5.

10.3 All regular payrolls and other basic records must be maintained by the Contractor and any subcontractor during the course of the Work and preserved for all laborers and mechanics working at the site of the Work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the Contract is completed. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FRA and the USDOL, and Contractor will permit such representatives to interview employees during working hours on the job.

10.4 All contract clauses required by the Contract Work Hours and Safety Standards Act or 29 C.F.R. Part 5 not otherwise set forth herein shall be deemed incorporated in the Contract by reference and will be given the same force and effect as if they were inserted in full text.

ARTICLE 11: WHISTLEBLOWER PROTECTION

11.1 Pursuant to 41 U.S.C. § 4712, employees of Contractor will not be discharged, demoted, or otherwise discriminated against as reprisal for disclosing to a person or body described in 41 U.S.C. § 4712(a)(2), information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this Contract.

11.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of

the employee whistleblower rights and protections under 41 U.S.C. § 4712.

ARTICLE 12: CERTIFICATION REGARDING DEBARMENT; SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

- 12.1** Contractor shall comply and facilitate compliance with USDOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (USOMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FRA official irrespective of the contract amount. Contractor agrees to, and assures that its third party contractors will, review the System for Award Management (SAM) before entering into any lower tier subconsultant/subcontractor agreements.
- 12.2** By signing this Contract, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12.3** This certification is a material representation of fact upon which VPRA relies in entering this Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to VPRA, the Federal Government may pursue available remedies, including suspension and/or debarment. Contractor shall provide to VPRA immediate written notice if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

ARTICLE 13: CERTIFICATION REGARDING LOBBYING

- 13.1** For any project of \$100,000 or more, Contractor is required to make the following certifications. Contractor must also require its subconsultants/subcontractors to make the following certification in any contracts or subcontracts valued at or above \$100,000.
- a. Contractor certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of Contractor for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]; and

- c. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

13.2 This certification is a material representation of fact upon which VPRA has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13.3 By its signature on this Contract, Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

ARTICLE 14: CERTIFICATION REGARDING NON-SEGREGATED FACILITIES

14.1 By signing this Contract, Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

14.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom or otherwise.

ARTICLE 15: TELECOMMUNICATIONS CERTIFICATION

15.1 Contractor certifies through the signing of this Contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) and 2 C.F.R. 200.216, Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" as that term is defined in Section 889 of Pub. L. 115-232 and 2 C.F.R. 200.216.

ARTICLE 16: INTELLECTUAL PROPERTY RIGHTS [applies to contracts that include research and development deliverables]

16.1 Certain patent rights and data rights apply to all subject data first produced in the performance of this Contract. Contractor shall grant VPRA intellectual property access and licenses deemed necessary for the Work performed under this Contract and in accordance with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FRA or USDOT.

16.2 Except for its own internal use, Contractor may not publish or reproduce subject data in whole or

in part, or in any manner or form, nor may Contractor authorize others to do so, without the written consent of FRA, until such time as FRA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to, computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- 16.3** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

16.3.1 Any subject data developed under the Contract, whether or not a copyright has been obtained; and

16.3.2 Any rights of copyright purchased by Contractor using Federal assistance in whole or in part by the FRA.

- 16.4** Unless FRA determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FRA to make available to the public, either FRA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- 16.5** Unless prohibited by state law, upon request by the Federal Government, Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Notwithstanding the foregoing, Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- 16.6** Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

- 16.7** Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into Work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies that data in writing at the time of delivery of the Contract Work.

ARTICLE 17 ENVIRONMENTAL STANDARDS AND PRACTICES

- 17.1** ***Generally.*** Contractor agrees to, and assures that its subcontractors will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements.

- 17.2 *Clean Water Act.*** For any project of \$150,000 or more, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251-1387. Contractor agrees to report each violation to VPRA and understands and agrees that VPRA will, in turn, report each violation as required to assure notification to FRA and the appropriate EPA Regional Office.
- 17.3 *Clean Air Act Compliance.*** For any project of \$150,000 or more, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. Contractor agrees to report each violation to VPRA and understands and agrees that VPRA will, in turn, report each violation as required to assure notification to FRA and the appropriate EPA Regional Office.
- 17.4 *Energy Conservation.*** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.
- 17.5 *Recovered Materials.*** Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and the EPA's, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

ARTICLE 18: GEOGRAPHIC RESTRICTIONS

- 18.1** Contractor agrees that it will not use any state or local geographic preference, except as permitted by federal law (for example, Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117- 58), regulation, requirement, or guidance.

ARTICLE 19: BONDING

- 19.1** In accordance with 2 C.F.R. § 200.326, Contractor agrees to provide bid guarantee, contract performance, and payment bonds which bonds shall be consistent with such forms and amounts designated by VPRA within the solicitation materials.

ARTICLE 20: ACQUISITION BY LEASE

- 20.1** Contractor agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with section 3019 of the FAST Act.

ARTICLE 21: BUY AMERICA REQUIREMENTS

The provisions of this Article apply if the value of this Contract (including the value of any amendments) exceeds \$100,000.

- 21.1** Contractor agrees to comply with 49 U.S.C. § 22905(a)(1), which provides that Federal funds may not be obligated unless iron, steel, and manufactured products used in FRA-funded projects are produced in the United States, unless a waiver has been granted by the Secretary of Transportation in accordance with 49 U.S.C. § 22905(a)(2).
- 21.2** Under 2 C.F.R. § 200.322, the Contractor should to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States
- 21.3** Contractor must submit to VPRA the appropriate Buy America certification attached to the solicitation or otherwise provided by VPRA with its (i) Bid (in the case of a sealed bidding procurement) or (ii) final offer or final revised Proposal (in the case of a negotiated procurement). Bids or Proposals (as applicable) that are not accompanied by a completed Buy America certification will be rejected as nonresponsive and cannot be considered by VPRA.

ARTICLE 22: BUILD AMERICA, BUY AMERICA REQUIREMENTS

- 22.1** Contractor agrees that iron, steel, manufactured goods, construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the USDOT, and FRA.
- 22.2** Contractor must submit to VPRA the appropriate Build America, Buy America certification attached to the solicitation or otherwise provided by VPRA with its (i) Bid (in the case of a sealed bidding procurement) or (ii) final offer or final revised Proposal (in the case of a negotiated procurement). Bids or Proposals (as applicable) that are not accompanied by a completed Build America, Buy America certification will be rejected as nonresponsive and cannot be considered by VPRA.

ARTICLE 23: FLY AMERICA REQUIREMENTS

- 23.1** Contractor agrees to comply with 49 U.S.C. § 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.
- 23.2** Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag Air Carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

ARTICLE 24: CARGO PREFERENCE

Contractor agrees:

- 24.1** To use privately owned United States-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- 24.2** To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in Section 25.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to VPRA (through Contractor in the case of a lower-tier participating subcontractor’s bill of lading); and
- 24.3** To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ARTICLE 25: VETERANS PREFERENCE

- 25.1** Contractor will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this Contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.

ARTICLE 26: NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

- 26.1** To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and other FRA requirements that may be issued.

ARTICLE 27: SEISMIC SAFETY

- 27.1** To the extent applicable, Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 C.F.R. Part 41, and will certify to compliance to the extent required by the regulations. Contractor also agrees to ensure that all Work performed under this Contract, including Work performed by a subcontractor, complies with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

ARTICLE 28: SAFE OPERATION OF MOTOR VEHICLES

- 28.1** ***Seat Belt Use.*** Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:
- 28.1.1 Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
 - 28.1.2 Including a "Seat Belt Use" provision in each subcontractor agreement and lower tier subcontract issued under this Contract, modified only to identify the subconsultant/subcontractor that will be subject to the provisions.
- 28.2** ***Distracted Driving, Including Text Messaging While Driving.*** Contractor agrees to implement Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and USDOT Special Provision pertaining to Distracted Driving as follows:
- 28.2.1 Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any Work for or on behalf of this Contract.
 - 28.2.2 Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ARTICLE 29: CONTRACTING WITH SMALL, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 C.F.R. § 200.321, Contractor must, when possible, assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (see USDOL's list) are considered wherever subcontracts are to be let.

ARTICLE 30: TRAFFICKING IN PERSONS

- 30.1** Contractor agrees that it is in compliance with the Trafficking Victims Protection Act as amended (22 U.S.C. § 7104), in which the Federal Government has adopted a zero tolerance policy regarding trafficking in persons. The provisions found in 2 C.F.R. Part 175, are hereby incorporated into this Contract by reference.
- 30.2** Contractor, its employees, and subcontractors, or subcontractors' employees are prohibited from the following activities:
- a. Engaging in severe forms of trafficking in persons during the period of performance of the Contract;
 - b. Procuring commercial sex acts during the period of performance of the Contract; or
 - c. Using forced labor in the performance of the Contract.
- 30.3** Contractor agrees that it shall notify, and require all of its subcontractors to notify, its employees of the prohibited activities described in the preceding paragraph.
- 30.4** Contractor shall notify VPRA immediately of any information it receives from any source alleging a violation of a prohibition set forth in this Article 30.
- 30.5** VPRA has the right to immediately and unilaterally terminate this Contract if any provision in this Article 30 is violated, and in addition to all other remedies, VPRA may implement section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), see 2 C.F.R. Part 175.

ARTICLE 31: NOTICE OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT

- 31.1** If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify VPRA, which will promptly notify FRA Chief Counsel and FRA Regional Counsel. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

ARTICLE 32: NO OBLIGATION OF FEDERAL GOVERNMENT

- 32.1** VPRA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VPRA, Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

ARTICLE 33: INCLUSION IN SUBCONTRACTOR AGREEMENTS

- 33.1** Contractor agrees to have the foregoing terms flow down to each subcontractor agreement and lower tier subcontract issued under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

END OF DOCUMENT

EXHIBIT D – STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

(Executive Order 11246) (SP 07)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas

where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the

sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**EXHIBIT E – FEDERAL-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL
PROVISIONS (APPENDIXES A, E, EXHIBIT B.5)**

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the



contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.

(e) “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected Employee’s inability to secure another position by the exercise of the Protected Employee’s seniority rights); and (2) is unable to secure another position by exercise of their seniority rights. A Protected Employee’s status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) “Project” means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) “Protected Employee” means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee’s status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) “Protective Period” means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) **Initiation of Negotiation.** Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) **Subject of Negotiations.** Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) **Notice & Selection of Arbitrator.** Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.



(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) Implementation. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) Displacement Allowances

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses.** Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) **Prior Agreement.** The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) **Exception.** Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) **Furloughed Employees.** The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) **Reimbursement.** A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination.** Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) **Home Sale for Less Than Fair Market Value.** If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) **Election to Receive Closing Costs.** The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance.** A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) **Monthly Dismissal Allowance Calculation.** The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) **Submission of Claim.** A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) **Reduction or Suspension of Dismissal Allowance.** If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) **Early Termination.** The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

**EXHIBIT F – REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND
EQUITY (RAISE) PROGRAM PROVISIONS**

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT G – DESIGNATED VPRA-FURNISHED INFORMATION

1. LBPE Phase I Environmental Site Assessment Report (2021-09-03)
2. Long Bridge Project Draft EIS Affected Environment Report
3. LBPE Geotech Data Report (2024-07-23)
4. Long Bridge Project PE Phase Pile Load Test Program (2023-11-27)

EXHIBIT H – REQUIRED CERTIFICATIONS

FORM G

BUY AMERICA CERTIFICATION/ FRA
(VPRA Procurement Form PD 32)

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

Date submitted: 9/4/24

Certification for procurement of steel, iron, or manufactured products.

A Bidder or Offeror must submit to VPRA the appropriate Buy America certification (below) with all bids or offers on FRA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. ***Please check only one box and sign certification.***

Please check only one box and sign certification.



Certificate of Compliance with 49 U.S.C. § 22905(a)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 22905(a)(1) and any applicable regulations.

OR



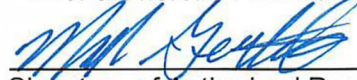
Certificate of Non-Compliance with 49 U.S.C. § 22905(a)(1)

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 22905(a)(1) and any applicable regulations, but it may qualify for an exception from the Secretary of Transportation pursuant to 49 U.S.C. § 22905(a)(2).

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Long Bridge Rail Partners

Bidder's/Offeror's Firm Name



Signature of Authorized Representative

9/4/24

Date

FORM G

BUY AMERICA CERTIFICATION/ FRA
(VPRA Procurement Form PD 32)

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

Date submitted: 9/4/24

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Please check only one box and sign certification.

☒

Certificate of Compliance with 49 U.S.C. § 22905(a)(1)

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OR

☐

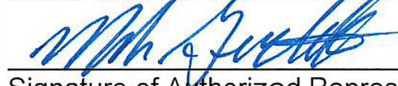
Certificate of Non-Compliance with 49 U.S.C. § 22905(a)(1)

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I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Trumbull Corporation (Long Bridge Rail Partners)

Bidder's/Offeror's Firm Name



Signature of Authorized Representative

9/4/24

Date

FORM G

BUY AMERICA CERTIFICATION/ FRA
(VPRA Procurement Form PD 32)

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

Date submitted: September 4 , 2024

Certification for procurement of steel, iron, or manufactured products.

A Bidder or Offeror must submit to VPRA the appropriate Buy America certification (below) with all bids or offers on FRA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. ***Please check only one box and sign certification.***

Please check only one box and sign certification.

☒ **Certificate of Compliance with 49 U.S.C. § 22905(a)(1)**

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 22905(a)(1) and any applicable regulations.

OR

☐ **Certificate of Non-Compliance with 49 U.S.C. § 22905(a)(1)**

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 22905(a)(1) and any applicable regulations, but it may qualify for an exception from the Secretary of Transportation pursuant to 49 U.S.C. § 22905(a)(2).

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Wagman Heavy Civil, Inc.

Bidder's/Offeror's Firm Name



Signature of Authorized Representative

September 4, 2024

Date

FORM G

BUY AMERICA CERTIFICATION/ FRA **(VPRA Procurement Form PD 32)**

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

Date submitted: August 26, 2024

Certification for procurement of steel, iron, or manufactured products.

A Bidder or Offeror must submit to VPRA the appropriate Buy America certification (below) with all bids or offers on FRA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive. ***Please check only one box and sign certification.***

Please check only one box and sign certification.



Certificate of Compliance with 49 U.S.C. § 22905(a)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 22905(a)(1) and any applicable regulations.

OR



Certificate of Non-Compliance with 49 U.S.C. § 22905(a)(1)

The Bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 22905(a)(1) and any applicable regulations, but it may qualify for an exception from the Secretary of Transportation pursuant to 49 U.S.C. § 22905(a)(2).

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Joseph B. Fay, Co.
Bidder's/Offeror's Firm Name



Digitally signed by Ryan Burnens
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c=us, email=ryanburnens@va.gov,
ou=Fay, SAG USA
Construction, CN=Ryan Burnens
Date: 2024.08.26 15:05:34-07'

Signature of Authorized Representative

August 26, 2024

Date

FORM H

BUILD AMERICA, BUY AMERICA CERTIFICATION
(VPRA Procurement Form PD 33)

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

Date submitted: 9/4/24

In accordance with Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 - 70927 (2021), none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

More particularly, the Build America, Buy America Act requires the following:

- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (currently) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

A Bidder/Offeree must submit this Build America, Buy America certification with all bids or offers on solicitations which are funded in whole or in part by the FTA and/or FRA. Bids or offers that are not accompanied by a completed Build America, Buy America certification must be rejected as nonresponsive.

As a Bidder/Offeree for the project listed above, I certify that I have read, understand, and will comply with the Build America, Buy America Act provisions as required by federal law. Furthermore, I understand that Build America, Buy America Act provisions apply to any and all portions of this Project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of Build America, Buy America Act-covered products, provide verification documentation for Build America, Buy America Act compliance, and when needed provide waiver documentation per current guidance.

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Long Bridge Rail Partners
Bidder's/Offeree's Firm Name _____

Signature of Authorized Representative _____

9/4/24
Date _____

FORM H

BUILD AMERICA, BUY AMERICA CERTIFICATION (VPRA Procurement Form PD 33)

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

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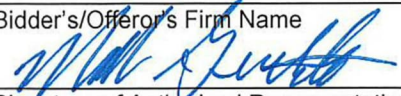
More particularly, the Build America, Buy America Act requires the following:

- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (currently) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

A Bidder/Offeror must submit this Build America, Buy America certification with all bids or offers on solicitations which are funded in whole or in part by the FTA and/or FRA. Bids or offers that are not accompanied by a completed Build America, Buy America certification must be rejected as nonresponsive.

As a Bidder/Offeror for the project listed above, I certify that I have read, understand, and will comply with the Build America, Buy America Act provisions as required by federal law. Furthermore, I understand that Build America, Buy America Act provisions apply to any and all portions of this Project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of Build America, Buy America Act-covered products, provide verification documentation for Build America, Buy America Act compliance, and when needed provide waiver documentation per current guidance.

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Trumbull Corporation (Long Bridge Rail Partners)
Bidder's/Offeror's Firm Name

Signature of Authorized Representative

9/4/24
Date

FORM H

BUILD AMERICA, BUY AMERICA CERTIFICATION
(VPRA Procurement Form PD 33)

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

Date submitted: September 4, 2024

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- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (currently) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

A Bidder/Offeror must submit this Build America, Buy America certification with all bids or offers on solicitations which are funded in whole or in part by the FTA and/or FRA. Bids or offers that are not accompanied by a completed Build America, Buy America certification must be rejected as nonresponsive.

As a Bidder/Offeror for the project listed above, I certify that I have read, understand, and will comply with the Build America, Buy America Act provisions as required by federal law. Furthermore, I understand that Build America, Buy America Act provisions apply to any and all portions of this Project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of Build America, Buy America Act-covered products, provide verification documentation for Build America, Buy America Act compliance, and when needed provide waiver documentation per current guidance.

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Wagman Heavy Civil. Inc.
Bidder's/Offeror's Firm Name


Signature of Authorized Representative

September 4, 2024

Date

FORM H

BUILD AMERICA, BUY AMERICA CERTIFICATION **(VPRA Procurement Form PD 33)**

IFB/RFP No. 01-001-24-0002

Federal Project No.: _____
(if known)

Date submitted: August 26, 2024

In accordance with Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 - 70927 (2021), none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

More particularly, the Build America, Buy America Act requires the following:

- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (currently) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

A Bidder/Offeror must submit this Build America, Buy America certification with all bids or offers on solicitations which are funded in whole or in part by the FTA and/or FRA. Bids or offers that are not accompanied by a completed Build America, Buy America certification must be rejected as nonresponsive.

As a Bidder/Offeror for the project listed above, I certify that I have read, understand, and will comply with the Build America, Buy America Act provisions as required by federal law. Furthermore, I understand that Build America, Buy America Act provisions apply to any and all portions of this Project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of Build America, Buy America Act-covered products, provide verification documentation for Build America, Buy America Act compliance, and when needed provide waiver documentation per current guidance.

I understand that a false statement on this certification may be grounds for rejection or termination of any award.

Joseph B. Fay, Co.
Bidder's/Offeror's Firm Name


Signature of Authorized Representative

August 26, 2024
Date

FORM K

AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Respondent (if the Respondent is an individual), a partner in the partnership (if the Respondent is a partnership), an equity member of the Respondent (if the Respondent is a joint venture), or an officer or employee of the Respondent corporation having authority to sign on its behalf (if the Respondent is a corporation);
2. That the attached SOQ submitted in response to the Long Bridge South Package Project Design Build Request for Qualifications has been arrived at by the Respondent independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other provider of materials, supplies, equipment or services described in the RFQ, designed to limit fair and open competition;
3. That the contents of the SOQ have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent and will not be communicated to any such persons prior to the SOQ due date; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature[†]: _____



Date: 11/21/23

Respondent's Firm Name: Trumbull Corporation

Respondent's Federal Employer Identification Number: 25-1021993

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) (if Respondent does not have an EIN, then the EIN for each Principal Participant)

[†] If Respondent is not organized as an organization or is a Joint Venture, partnership, or any form of consortium, then an authorized representative of each Principal Participant must sign this Affidavit.

Virginia Passenger Rail Authority

Subscribed and sworn to me this 22 day of November, 2023

Notary Public Kathleen A. Banks

My commission expires: 3/2/25

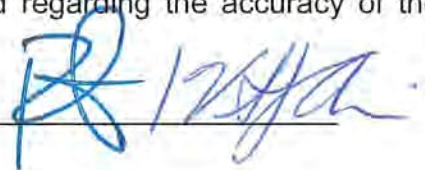
Commonwealth of Pennsylvania - Notary Seal Kathleen S. Banks, Notary Public Allegheny County My commission expires March 2, 2025 Commission number 1273482 Member, Pennsylvania Association of Notaries
--

FORM K

AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Respondent (if the Respondent is an individual), a partner in the partnership (if the Respondent is a partnership), an equity member of the Respondent (if the Respondent is a joint venture), or an officer or employee of the Respondent corporation having authority to sign on its behalf (if the Respondent is a corporation);
2. That the attached SOQ submitted in response to the Long Bridge South Package Project Design Build Request for Qualifications has been arrived at by the Respondent independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other provider of materials, supplies, equipment or services described in the RFQ, designed to limit fair and open competition;
3. That the contents of the SOQ have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent and will not be communicated to any such persons prior to the SOQ due date; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature[†]: 

Date: 9/25/2023

Respondent's Firm Name: Joseph B. Fay Co.

Respondent's Federal Employer Identification Number:

25-0930077

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) (if Respondent does not have an EIN, then the EIN for each Principal Participant)

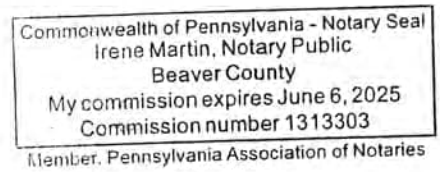
[†] If Respondent is not organized as an organization or is a Joint Venture, partnership, or any form of consortium, then an authorized representative of each Principal Participant must sign this Affidavit.

Virginia Passenger Rail Authority

Subscribed and sworn to me this 25th day of September, 2023

Notary Public Irene Martin

My commission expires: June 6, 2025



FORM K

AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Respondent (if the Respondent is an individual), a partner in the partnership (if the Respondent is a partnership), an equity member of the Respondent (if the Respondent is a joint venture), or an officer or employee of the Respondent corporation having authority to sign on its behalf (if the Respondent is a corporation);
2. That the attached SOQ submitted in response to the Long Bridge South Package Project Design Build Request for Qualifications has been arrived at by the Respondent independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other provider of materials, supplies, equipment or services described in the RFQ, designed to limit fair and open competition;
3. That the contents of the SOQ have not been communicated by the Respondent or its employees or agents to any person not an employee or agent of the Respondent and will not be communicated to any such persons prior to the SOQ due date; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature[†]:



Anthony W. Bednarik, Vice President Design Build Pursuits

Date: November 3, 2023

Respondent's Firm Name: Wagman Heavy Civil, Inc.

Respondent's Federal Employer Identification Number:

23-1312883

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) (if Respondent does not have an EIN, then the EIN for each Principal Participant)

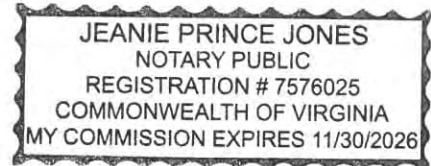
[†] If Respondent is not organized as an organization or is a Joint Venture, partnership, or any form of consortium, then an authorized representative of each Principal Participant must sign this Affidavit.

Virginia Passenger Rail Authority

Subscribed and sworn to me this 3rd day of November, 2023

Notary Public Jeanie Prince Jones

My commission expires: 11/30/2026



FORM L

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Respondent/Contractor, Trumbull Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 11/21/23

Company Name: Trumbull Corporation

Signature: 

Name: Mark A. Gentile
(Print)

Title: President

Virginia Passenger Rail Authority

NOTE: CONTRACTORS ARE REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Virginia Passenger Rail Authority

FORM L

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned,** to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Respondent/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 9/25/2023

Company Name: Joseph B. Fay Co.

Signature: 

Name: Ryan Surrena / Vincent J. Acri
(Print)

Title: President / Corporate Secretary

Virginia Passenger Rail Authority

NOTE: CONTRACTORS ARE REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

FORM L

LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Respondent/Contractor, Wagman Heavy Civil, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Contractor understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: November 3, 2023

Company Name: Wagman Heavy Civil, Inc.

Signature: 

Name: Anthony W. Bednarik
(Print)

Title: Vice President Design Build Pursuits

Virginia Passenger Rail Authority

NOTE: CONTRACTORS ARE REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT I – UTILITY RELOCATION AGREEMENT TEMPLATE

[STANDARD UTILITY RELOCATION AGREEMENT]^[1]

FOR

THE LONG BRIDGE PROJECT SOUTH PACKAGE

BETWEEN

THE VIRGINIA PASSENGER RAIL AUTHORITY

AND

[UTILITY OWNER]

RECITALS

WHEREAS, the Virginia Passenger Rail Authority (“VPRA”) entered into a design-build agreement with contract ID number 01-001-24-0002, dated [●] (the “Project Contract”), between VPRA and [design-builder (“Design Builder”)]; and

WHEREAS, the Project Contract provides for the design and construction of the South Package of the Long Bridge Project (the “Project”); and

WHEREAS, [●] (“Utility Owner”) owns and maintains the existing assets listed in EXHIBIT C (*Existing Facilities*) (the “Existing Facilities”) within the limits of the Project, which require removal, relocation, and/or protection in place to accommodate the Project; and

WHEREAS, the Project will also require the installation of new facilities within the limits of the Project listed in **EXHIBIT D** (*New Facilities*) (the “New Facilities”), which New Facilities are to be owned and maintained by Utility Owner after their installation; and

WHEREAS, the parties desire to enter into this agreement to establish rights and duties with respect to the timely and efficient design and construction with respect to: (i) removal, relocation, and/or protection in place of the Existing Facilities, and (ii) installation of the New Facilities ((i) and (ii) collectively the “Utility Work”), in each case, needed to accommodate the Project.

AGREEMENT

NOW THEREFORE, the parties agree as follows.

1. Responsibility for Design and Construction; Standards.
 - a. **Design Plans and Schedule.**^[2] [use if Utility Owner performs design] VPRA will provide Project design plans to Utility Owner once the plans have reached a state that fully identifies the impacts of the Project on the Existing Facilities. After the delivery of such plans, Utility Owner shall have [thirty] calendar days to prepare and provide

to VPRA preliminary plans together with a proposed design and construction schedule providing for the Utility Work needed to accommodate the construction of the Project. VPRA shall review such preliminary plans and proposed schedule within [twenty-one] calendar days after receipt and either approve or reject them. If rejecting, VPRA shall note the reasons therefore in writing; thereafter, Utility Owner shall prepare and provide to VPRA revised preliminary plans and a proposed schedule, and the process shall be repeated until the parties to this agreement agree to plans and a schedule for the Utility Work needed to accommodate construction of the Project.

[use if VPRA's Design-Builder performs design] VPRA will cause its Design-Builder to provide to Utility Owner plans and a proposed schedule to perform the Utility Work. Utility Owner, acting reasonably, shall review the plans and proposed schedule within [twenty-one] calendar days after receipt and either approve or reject them. If rejecting, Utility Owner shall note the reasons therefore in writing; thereafter, VPRA shall cause its Design-Builder to prepare and provide to Utility Owner revised plans and a proposed schedule, and the process shall be repeated until the parties agree to plans and a schedule for the Utility Work needed to accommodate construction of the Project.

- b. **Construction.** Responsibility as between the Utility Owner and VPRA's Design-Builder for the construction aspects of the Utility Work is set forth in **EXHIBIT A (Utility Work Responsibilities Matrix)**. Such work shall be completed in accordance with the plans and schedule approved by the parties under Section 1.a. above, and the cost estimate(s) approved under Section 3.a. below.
- c. **Standards.** [Utility Owner and/or VPRA's Design-Builder] shall design and construct the Utility Work in accordance with the standards and specifications listed in **EXHIBIT B (Governing Standards and Specifications)**.

2. Betterments.

- a. **Existence of Betterment.** The Utility Work contemplated by this agreement [does/does not] contain a Betterment, which will be implemented at Utility Owner's cost.
- b. **Description and Compensation Structure.** The Betterment is [describe the Betterment generally]; it has been approved by VPRA and will be compensated as follows: [lump sum, unit prices, etc.].^[3] Utility Owner agrees to pay such compensation allocable to the Betterment directly to VPRA.

- c. **Compensation to Design-Builder for Betterment.** If VPRA's Design-Builder is performing some or all of the work associated with the Betterment, VPRA will be responsible for payment to Design-Builder for such efforts under the terms of the Project Contract.

3. Cost Estimates; Compensation.

- a. **Development of Cost Estimate.** Within [●] calendar days after the approval of plans and schedule under Section 1.a. above, VPRA may request, and Utility Owner shall provide to VPRA for its review and approval or rejection, an estimate of the costs to perform the Utility Work. If rejecting, VPRA shall note the reasons therefore in writing; thereafter, Utility Owner shall prepare and provide a revised cost estimate, and the process shall be repeated until VPRA has agreed to a final cost estimate.
- b. **Cost Estimate as Cap.** The actual total compensation paid by VPRA with respect to the Utility Work shall not exceed the final, VPRA-approved cost estimate, unless otherwise agreed in writing by VPRA.
- c. **Compensation.** As between Design-Builder and VPRA, compensation for all Utility Work performed pursuant this agreement shall be governed by the Project Contract. Compensation for work performed by Utility Owner (including, for the avoidance of doubt, work performed by Utility Owner's subcontractor(s) or material supplier(s) of any tier) will be paid by VPRA directly to Utility Owner as follows: [●]^[4]

- 4. VPRA Authorization to Proceed. Utility Owner shall not begin the Utility Work assigned to it under this agreement unless VPRA has provided written authorization to proceed with such work.

- 5. Inspections and Testing. VPRA's Design Builder's Utility Coordinator shall have access to the Utility Work at all times to observe (including, *inter alia*, for safety), inspect, and test it. To the extent Design Builder's Utility Coordinator discovers any Utility Work not in conformance with the requirements of this agreement, Utility Owner shall be required to re-perform such work at its own cost. No inspections or tests performed pursuant to this section will be construed to relieve the party performing the Utility Work from its duty to perform such relocation work in accordance with the requirements of this agreement.

6. Additional Rights.

- a. **Identification.** To the extent they are needed to support Utility Work, the acquisition of any additional real property interests, encroachments, licenses, or other similar rights shall be identified by Utility Owner working together with Design-Builder.

- b. **VPRA's Role.** VPRA will facilitate the acquisition of any such real property interests or other rights, and compensation to third-party interest holders will be the responsibility of VPRA.

7. **Points of Contact.** Each party's point of contact for the purposes of this agreement and the efforts undertaken hereunder are:

VPRA	Utility Owner
[•]	[•]

8. **Miscellaneous.**

- a. **Schedule.** Utility Owner will perform any Utility Work assigned to it in accordance with the Approved Baseline Schedule developed under the Project Contract.
- b. **Permitting.** Unless stated in this agreement, VPRA's Design-Builder shall be responsible to obtain any permits or other permissions required from governmental or other entities with respect to the Utility Work.
- c. **Avoidance of Multiple Relocations.** Utility Owner will use best efforts to ensure that any relocated Existing Facilities are relocated only one time with respect to the Project.
- d. **Liability.** The Utility Owner may be required by CSX Transportation, Inc., or other underlying property owner, to provide indemnification and obtain and maintain certain insurance coverage types and amounts prior to undertaking the Utility Work.
- e. **Appropriations.** VPRA's duty to pay compensation under this agreement is subject to the appropriations of the General Assembly and allocation by the relevant oversight board (VPRA's board of directors, and in some cases, the Commonwealth Transportation Board).
- f. **Compliance with Laws.** In undertaking the Utility Work contemplated by this agreement, the parties shall comply with all applicable laws and regulations, including any legal requirements arising from VPRA's federal funding partners with respect to the Project.

- g. ***Sovereign Immunity***. Nothing in this agreement shall be construed as a waiver or limitation of VPRA's sovereign immunity.
- h. ***Capitalized Terms***. Capitalized terms used in this agreement but not otherwise defined herein shall have the meanings ascribed to those same terms within the Project Contract.

[SIGNATURE PAGE FOLLOWS]

VIRGINA PASSENGER RAIL AUTHORITY	[UTILITY OWNER]
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
UTILITY WORK RESPONSIBILITIES MATRIX

DESIGN-BUILDER PERFORMED UTILITY WORK	UTILITY OWNER PERFORMED UTILITY WORK
[Insert agreed scope]	[Insert agreed scope]

EXHIBIT B
GOVERNING STANDARDS AND SPECIFICATIONS

[Insert latest standards and specifications, including those provided by Utility Owner]

EXHIBIT C
EXISTING FACILITIES

[TO BE ADDED]

EXHIBIT D
NEW FACILITIES

[TO BE ADDED]

- [\[1\]](#) Form intended for use where there is not already an agreement in place between the utility owner and the underlying landowner governing relocation of the utility's assets to accommodate the Project.
- [\[2\]](#) Template provision is flexible, allowing for design work to be completed either Design-Builder or Utility Owner.
- [\[3\]](#) Use only if there is a Betterment.
- [\[4\]](#) Address any effort undertaken directly by Utility Owner or its subcontractor, and compensated by VPRA directly.

EXHIBIT J – DAVIS-BACON WAGES

[Note: to be inserted at execution]

EXHIBIT K – EXTRA WORK AND DELAY COSTS SPECIFICATION

This Exhibit K sets forth the methods for calculating Extra Work Costs and Delay Costs owing from VPRA to Design-Builder under the Agreement.

1. Extra Work Costs

At the sole discretion of VPRA, Extra Work Costs shall be determined on either a negotiated lump sum basis as described in Section 1.1 or Force Account basis as described in Section 1.2. Extra Work Costs shall not include Delay Costs; Delay Costs shall be calculated separately as provided in Section 2 of this Exhibit K and shall not be eligible for additional markup as Extra Work Costs.

1.1. Negotiated Lump Sum

1.1.1. When Extra Work Costs are determined on a lump sum basis, such Extra Work Costs shall be negotiated based on:

- (a) Estimated costs of labor;
- (b) Estimated costs of Material;
- (c) Estimated costs of Equipment;
- (d) Actual fees and charges (e.g., permit fees, plan check fees, review fees and charges) of Governmental Persons in connection with Governmental Approvals required to perform the Extra Work;
- (e) Extra insurance costs and extra costs of bonds and letters of credit; and
- (f) Other estimated direct costs.

1.1.2. Negotiated lump sum Extra Work Costs shall also include a 15% markup for Design-Builder indirect costs, Field Indirect Costs, and profit. Where the Extra Work is performed by Subcontractors, the Subcontractor may include a 15% markup for the Subcontractor's indirect costs, Field Indirect Costs, and profit. The negotiated lump sum shall not include any Home Office Overhead of Design-Builder or Subcontractors.

1.1.3. Where Extra Work is performed by Subcontractors, Design-Builder may only include a supplemental markup of 5% of the Subcontractor's costs as Extra Work Costs. Design-Builder's 5% markup shall apply only to the costs of the Subcontractor, at any tier, that actually performs the Extra Work. VPRA will apply such 5% markup only to the Subcontractor's direct Extra Work Costs, i.e., not in addition to direct Extra Work Costs plus the Subcontractor's 15% markup for overhead and profit.

1.1.4. The price of a negotiated lump sum for Extra Work Costs shall be based on the original allocations of pricing to comparable activities, Materials, and Equipment, as indicated in the Construction Pricing Documents. Price negotiations for lump sum Extra Work Costs shall be on an Open Book Basis.

1.1.5. In pricing any negotiated lump sum for Extra Work Costs, Design-Builder shall include sales or use taxes only on such portion of the Extra Work Costs that does not qualify for exemption from such sales or use taxes under applicable Law.

1.2 Force Account Basis

When Extra Work Costs are determined on a Force Account basis, VPRA will pay Design-Builder for the direct costs of labor, Materials and Equipment used, and fees and charges of Governmental Approvals required, to perform the Extra Work, plus markup for labor burden costs, indirect costs, overhead and profit, as set forth in and as limited by this Section 1.2.

1.2.1 Labor

1.2.1.1 Construction Labor

For construction labor, VPRA will pay the wage rate actually paid by Design-Builder during the pay period ending before the Force Account work commences. Such payment shall include Work by supervisors in direct charge of the Force Account Work. If there is no wage rate for a labor classification needed to perform the type of Work required, VPRA and Design-Builder will negotiate and document a new wage rate before beginning the Force Account Work or as needed to negotiate a Change Order. Fringe rates are to be determined by payroll records.

VPRA will pay an amount equal to 30 percent of the sum of the direct labor costs and fringe benefits. This payment is in compensation in the following increments: Field Indirect Costs (10 percent), Home Office Overhead (10 percent), and profit (10 percent).

Accordingly, for regular (non-overtime) work, labor costs will be calculated as follows:

$$\text{Hourly Rate} = (\text{Wage Rate} + \text{Fringe Rate}) \times 1.3.$$

For overtime work, labor costs will be calculated as follows:

$$\text{Hourly Rate} = ([\text{Wage Rate} \times 1.5] + \text{Fringe Rate}) \times 1.3.$$

1.2.1.2 Professional Services Labor

For Professional Services labor, VPRA will pay the following:

1. Actual unburdened wage ((i.e., the base wage paid to the employee excluding any fringe benefits), plus
2. A markup consisting of the Professional Service provider's Audited Overhead Rate ("AOR"), plus
3. A markup for profit as negotiated by the Parties.

Accordingly, the hourly rate for Professional Services shall be calculated as follows:

$$\text{Hourly Rate} = \text{Wage Rate} + \text{AOR} + ((\text{Wage Rate} + \text{AOR}) \times \text{Profit}).$$

The foregoing will be the only payment allowable for Professional Services Extra Work, and constitutes full compensation for all indirect costs, direct costs, overhead, and profit. The labor surcharge compensates Design-Builder for all costs necessary for a worker to perform the work that the worker is hired to perform. This includes Social Security and Medicare, worker's compensation, other taxes, State and federal unemployment insurance, fringe benefits, training, paid holidays, use of vehicles, personal protective equipment, office, office furniture, equipment, supplies, etc.

Overtime shall only be payable where required by Law. An overtime pay rate shall not apply to workers exempt from the Fair Labor Standards Act, 29 U.S.C. § 201, et. seq., whether or not a

worker's employer elects to pay overtime wages for hours worked in excess of 40 hours per week. Where overtime is applicable, the hourly rate shall be calculated as follows:

$$\text{Hourly Rate} = \text{Wage Rate} + \text{AOR} + ((\text{Wage Rate} + \text{AOR}) \times \text{Profit}) + (\text{Wage Rate} \times 0.5).$$

Design-Builder shall require the provider of the Professional Services Extra Work to submit its audited overhead rate to VPRA to determine the amount of the AOR. VPRA may perform an audit in its sole discretion to validate the overhead rate. For Professional Services providers without an audited overhead rate, VPRA shall determine the method of computing the allowable AOR.

1.2.1.3 Other Reimbursable Costs

In addition to the hourly wages provided in Sections 1.2.1.1 and 1.2.1.2, VPRA will reimburse Design-Builder for the following actual reasonable costs paid to (or on behalf of) workers:

- Subsistence and travel allowances that do not exceed applicable per diem rates and allowable expenses and rates under the Federal Acquisition Regulation; and
- Other benefits required by collective bargaining agreements or other employment contracts, applicable to the class of labor, and that are not included as fringe benefits.

1.2.2 Bond, Insurance, and Tax

For bonds, insurance, and taxes, VPRA will pay Design-Builder the actual cost of the following items as they relate to the Extra Work, plus six percent (6%):

1. Property damage, liability, and worker's compensation insurance premiums;
2. Unemployment insurance premiums or contributions;
3. Applicable payroll taxes (not including gross receipts taxes); and
4. Social Security taxes.

To recover actual costs, Design-Builder shall provide actual invoice costs of the rate(s) it has paid for bonds, insurance, and taxes.

1.2.3 Materials

VPRA will pay Design-Builder the reasonable actual cost of Materials provided by the Design-Builder, Accepted by VPRA, and incorporated into the Force Account work, including reasonable transportation charges paid by Design-Builder (exclusive of Equipment rentals), plus 15% of the Material cost.

1.2.4 Equipment

1.2.4.1 General Equipment Rental Provisions

Force Account Extra Work costs for the use of equipment owned by Design-Builder, an Affiliate or a Subcontractor shall be determined at the rental rates listed for that equipment in the current edition and appropriate volume of the Rental Rate Blue Book (RRBB) as published by EquipmentWatch®, which is in effect on the date on which the Force Account Extra Work is performed, modified in accordance with the formula below, and regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by Design-Builder or any Subcontractor. The hourly equipment rental rate (HERR) in such circumstances will be determined in accordance with the following formula (which does not include operators):

$$\text{HERR} = (F \times \{[1.15 \times R] / 176\}) + \text{HOC}$$

Where:

F = VPRA adjustment factor to R as follows: 0.933;

R = the then current monthly rate as published in the then current RRBB;
and

HOC = hourly operation cost;

provided, however, that the following provisions (a) through (k) shall apply.

- (a) Design-Builder shall not charge for those pieces of Equipment with a rental rate of \$5.00 per hour or less as listed in the RRBB.
- (b) An overhead and profit adjustment of 15 percent of the rates provided in the RRBB is included in the above formula.
- (c) If VPRA concurs that it is necessary to use Equipment owned by Design-Builder, an Affiliate or a Subcontractor that is not listed in the RRBB, VPRA will establish a suitable rental rate for that Equipment. Design-Builder may furnish any cost data which might assist VPRA in the establishment of the rental rate. If the rental rate established by VPRA is \$5.00 per hour or less, the provisions of Section 1.2.4.1(a) above shall apply.
- (d) The hourly operating cost (HOC) as provided above shall include the major costs of Equipment operation, such as the cost of fuel, oil, lubrication, supplies, field repairs, tires, expendable parts, up to one necessary attachment per piece of Equipment, maintenance, depreciation, storage, and insurance.
- (e) When multiple attachments are necessary or included for a piece of Equipment, only the attachment having the highest rate will be included for the purpose of calculating Force Account Extra Work costs, provided that the attachment has been approved by VPRA as being necessary to the Force Account Extra Work.
- (f) The cost of labor for operators of rented Equipment shall be determined as provided in Section 1.2.1 above ("Labor").
- (g) For costs of Equipment to be eligible for inclusion in Force Account Extra Work Costs, the Equipment must be in good working condition and suitable for the purpose for which the Equipment is to be used. Design-Builder shall handle and use the Equipment to provide normal output or normal production. All Equipment is subject to approval by VPRA. Equipment that is not in good working order or that is not of proper size for efficient performance of the Force Account Extra Work may be rejected by VPRA. Rental time shall apply to eligible Equipment used for Force Account Extra Work to establish or calculate the Extra Work Costs related thereto or resulting therefrom until such time as VPRA directs that the use of such Equipment be discontinued or until completion of the relevant work.
- (h) Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify Equipment for the determination of applicable rental rates. Equipment that has no direct power unit must be powered by a unit of at least the minimum rating recommended by the manufacturer.
- (i) Extra Work costs shall not include the costs of small tools. Individual pieces of Equipment or tools not listed in the RRBB and having a replacement value of \$400 or less, regardless of

whether consumed by use, shall be considered to be small tools, ineligible to be included in Force Account Extra Work Costs.

- (j) Rental time will not be allowed while Equipment is inoperative due to breakdowns.
- (k) For each piece of Equipment to be used to perform Force Account Extra Work, whether owned by Design-Builder, an Affiliate or a Subcontractor (and, therefore, covered by this Section 1.2.4.1) or rented (and covered by Section 1.2.4.3 below), Equipment use hours shall be recorded and charged to the nearest one-half hour and Design-Builder shall provide VPRA with the following additional information: the manufacturer's name; Equipment type; year of manufacture; model number; type of fuel used; horsepower rating; attachments required, together with their size or capacity; and any other information necessary to determine the Extra Work costs.

1.2.4.2 Stand-By Time

Force Account Extra Work Costs for Equipment owned by Design-Builder, an Affiliate or a Subcontractor that is in operational condition and is standing by with VPRA's approval for participation in the Force Account Extra Work shall be determined in accordance with the following stand-by rate (SBR) formula:

$$\text{SBR} = F \times (R / 176) \times 0.5$$

Where "F" and "R" are as provided in Section 1.2.4.1

Stand-by hours will be limited to not more than eight hours in a 24-hour day or 40 hours in a week. No hours will be allowed or included and Force Account Extra Work Costs shall not be paid for Equipment that is inoperable. No hours shall be allowed or included and Extra Work costs shall not be paid for Equipment that is not operating because the Force Account Extra Work has been suspended by Design-Builder. Design-Builder shall request VPRA's approval for stand-by time no less than 48 hours prior to commencement of such stand-by time.

1.2.4.3 Outside Rented Equipment

In cases where a piece of Equipment to be used for Force Account Extra Work is rented or leased by Design-Builder from a third party (not an Affiliate or Subcontractor) exclusively for such Force Account Extra Work, the Extra Work costs shall be determined in accordance with the following formula:

$$(\text{Rental Invoice} \times 1.10) + \text{HOC}$$

The above formula includes a 10 percent mark-up of the rental invoice for all overhead and incidental costs of furnishing the equipment.

1.2.4.4 Moving of Equipment

(a) The rental time (including for owned equipment) to be included in calculating Extra Work costs for needed Equipment shall be the time the Equipment is in operation on the Force Account Extra Work being performed, and, in addition, shall include no more than the time required to move the Equipment to the location of the Force Account Extra Work and return the Equipment to the original location, or to another location requiring no more time than that required to return the Equipment to its original location, except that moving time is not includable in Extra Work costs if the Equipment is used at the site of the Force Account Extra Work on other than the Force Account Extra Work either before or after the Force Account Extra Work. Loading and transporting costs will be

included in Force Account Extra Work costs, in lieu of moving time, when the Equipment is moved by means other than its own power. However, moving time back to the original location or loading and transporting costs will not be included in the calculation of Force Account Extra Work costs if the Equipment is used at the site of the Force Account Extra Work on other than the Force Account Extra Work.

(b) For use of Equipment moved from one location on the Site to another location on the Site exclusively for the Force Account Extra Work, the cost of transferring and/or moving the Equipment to the site of the Force Account Extra Work and returning it the original location may be included in the Extra Work Costs as specified in this Section 1.2.4.4.

(c) For use of Equipment moved from a location not on the Site to a location on the Site, the original location of the Equipment to be hauled to the Site shall be subject to VPRA's prior Approval for the purpose of determining allowable Force Account Extra Work Costs.

(d) Where the move of the Equipment is made by common carrier, the Force Account Extra Work costs to be included will be the invoiced amount paid for the freight plus 15 percent of such amount to cover profit, overhead, and indirect costs. If Design-Builder hauls the Equipment with its own forces, costs will be included in the Force Account Extra Work costs for hauling the unit plus the driver's wages and the cost of loading and unloading the Equipment.

(e) For the purpose of determining Extra Work costs, the maximum rental period for the day that the Equipment is moved to the location on the Site where the Force Account Extra Work is performed and the day that the use of the Equipment is discontinued for Force Account Extra Work shall be the actual time that the Equipment is in operation on the Force Account Extra Work.

1.2.5 Miscellaneous

VPRA will not pay for other costs not specifically addressed in this Section 1.2.

2. Delay Costs

Delay Costs shall include only those costs identified below. Design-Builder shall not be entitled to any compensation other than for the categories and amounts specifically stated in this Section 2 "Delay Costs" arising out of an eligible delay.

2.1 Direct Cost of Idle Labor

Idle labor time shall consist of the hourly rate for idle workers, calculated in accordance with Section 1.2.1 above. Compensation for idle labor applies only to non-salaried workers. Compensation for idle workers is not eligible for overtime. Professional Services shall not be eligible for recovery of idle labor costs.

2.2 Direct Cost of Idle Equipment

Compensation for the direct cost of idle Equipment shall be determined in the same manner as Equipment used for Force Account Extra Work as provided in Section 1.2.4 above, subject to the following limitations:

- (a) Compensation for idle Equipment shall not exceed 8 hours in any 24-hour period or 40 hours in a week;
- (b) Compensation shall only be eligible for the Working Days during a period of eligible delay (i.e., excluding Saturdays, Sundays, and Holidays); and

- (c) Compensation is not eligible for the time that Equipment is being used on Extra Work and is compensated in accordance with Section 1.2.4 above.

VPRA may determine that the idle equipment shall not remain on Site during a delay. In that event, VPRA will pay the actual, reasonable costs, without markup to (i) demobilize the Equipment during the delay and (ii) remobilize the Equipment at the conclusion of the delay. Compensation for idle Equipment will not be paid while the Equipment is demobilized from the Site during a delay.

2.3 Subcontractor Markup

Delay Costs shall include a markup of five percent (5%) of a Subcontractor's eligible idle labor and Equipment determined as provided in Sections 2.1 and 2.2 above. This markup constitutes full compensation for all labor-related and Equipment-related costs, expenses, and profit due an eligible delay.

2.4 Daily Rate for Home Office Overhead

Design-Builder shall be entitled to recover Home Office Overhead costs, also known as General and Administrative costs, that are impacted due to a delay for which Design-Builder is entitled to Delay Costs. The additional allowable daily markup for Home Office Overhead shall be determined as follows:

Home Office Overhead Daily Rate: $(A \times C)/B$

Where:

A = Contract Price as of the Effective Date

B = Contract Days

C = .06

2.5 Daily Rate for Field Indirect Costs

Design-Builder shall be entitled to recover Field Indirect Costs, that are impacted due to a delay for which Design-Builder is entitled to Delay Costs. The additional allowable daily rate for Field Indirect Costs shall be determined as follows:

Field Indirect Costs Daily Rate: (A / B)

Where:

A = Total Field Indirect Costs stated in the Price Proposal (subject to audit and adjustment by VPRA)

B = Contract Days

EXHIBIT L – KEY PERSONNEL

Key Personnel	Requirements and Preferred Qualifications	Time Commitment
<p>Project Manager</p> <p>Name: Bryon Breese</p>	<p>The Project Manager will manage the overall Project for the Design-Builder. This person will be the main point of communication for the Design-Builder and VPRA's primary point of contact. The Project Manager will be responsible to ensure adequate personnel and other resources are made available for the Project, will handle contractual matters, and will be responsible for quality and timeliness of the team performance.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years managing similar projects • Design-Build experience 	100%
<p>Design Manager</p> <p>Name: Fred Parkinson</p>	<p>The Design Manager is responsible for coordinating all aspects of the Design, including coordinating between the design disciplines. The Design Manager will be responsible for ensuring that the overall Project Design is completed in accordance with the Contract Documents.</p> <p>The Design Manager must be an employee of the Lead Designer and must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years managing or performing design for similar projects • Design-Build experience 	100% until final IFC by VPRA of last set of plans; thereafter as needed to resolve design matters
<p>Construction Manager</p> <p>Name: Mike Dugan</p>	<p>The Construction Manager is responsible for coordinating and overseeing all aspects of Construction Work.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years managing construction of similar projects • CMAA Certification • Design-Build experience 	100%
<p>Quality Manager</p> <p>Name: Bryan Smith</p>	<p>The Quality Manager will be in charge of the Design-Builder's quality program. The Quality Manager will oversee that the Project is built in conformance with the approved</p>	100%

	<p>Quality Plan and the Contract Documents. The Quality Manager will be the primary liaison with VPRA's Quality Acceptance program. The Quality Manager must work for the Design-Builder under the direct supervision of an executive officer above the level of and under a line of authority independent of the Project Manager. The individual must have the ability to stop design or construction at any time and in the individual's sole discretion.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 20 years of quality management experience for similar projects • Licensed Professional Engineer • Design-Build experience 	
<p>Independent Design Quality Manager Director</p> <p>Name: Patrick Porzillo</p>	<p>The Independent Design Quality Manager Director ("IDQMD") shall be an employee of one of the IDQM firm(s) identified as part of Respondent's organization. The IDQMD shall perform reviews of Design-Builder's Design for conformance to the Contract Documents, environmental commitments, permit conditions, and conformance with the Design Quality Plan. The IDQMD shall review each design submittal prior to submission to VPRA for conformance to the Technical Provisions. The IDQMD shall oversee and supervise the reconciliation and resolution of comments between the IDQM and Design-Builder. After review of the Design and resolution of comments, the IDQMD shall cause the IFC plans to be signed and stamped by a qualified member of the IDQM before submission to VPRA. The stamp shall attest that, under the supervision of the IDQMD, the IFC plans have been reviewed and inspected, conform to the Contract Documents and the Design Quality Plan, and represent good industry practice.</p> <p>The IDQMD must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p>	<p>100% until final IFC by VPRA of last set of plans; thereafter as needed to resolve design matters</p>

	<p>Preferred Qualifications:</p> <ul style="list-style-type: none"> Twenty (20) years of experience in the analysis and design of rail infrastructure and bridge structures. Emphasize experience with rail design, bridges, retaining structures, drainage structures, and projects of similar size and type of work. Design-Build experience 	
<p>Structures Design Manager</p> <p>Name: Mark Ennis</p>	<p>The Structures Design Manager (“SDM”) will be in charge of all structural design work on the Project and ensuring that the structural design is prepared in conformance with the Contract Documents. THE SDM will be responsible for design of all structures on the Project.</p> <p>The SDM must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> 20 years of demonstrated experience in bridge engineering, design and analysis, including projects of similar size, type of work, and complexity as the Project. Design-Build experience 	<p>100% until final IFC by VPRA of last set of plans; thereafter as needed to resolve design matters</p>
<p>Geotechnical Design Manager</p> <p>Name: Derrick Shelton</p>	<p>The Geotechnical Design Manager (“GDM”) will be in charge of all geotechnical design work on the Project and ensuring that the geotechnical design is prepared in conformance with the Contract Documents. The GDM will be responsible for geotechnical design of the retaining walls, foundations, cut and fill slopes, embankment materials and construction, geotechnical instrumentation, and pavement subgrade and structure.</p> <p>The GDM must be a registered Professional Engineer in the Commonwealth and Washington, D.C.</p> <p>Preferred Qualifications:</p>	<p>100% until final IFC by VPRA of last set of plans; thereafter as needed to resolve design matters</p>

	<ul style="list-style-type: none"> • 20 years of experience including planning and overseeing subsurface exploration programs for bridge structures and roadways, including projects of similar size, type of work, and complexity as this Project. • Design-Build experience 	
<p>Environmental Compliance Manager</p> <p>Name: Steve Ott</p>	<p>The Environmental Compliance Manager is responsible for ensuring that all Work complies with all environmental laws and environmental requirements specific to the Project. The Environmental Compliance Manager may review designs to ensure compliance with environmental requirements, and will oversee construction operations to ensure compliance with environmental requirements.</p> <p>Preferred Qualification:</p> <ul style="list-style-type: none"> • 10 years of overseeing environmental compliance for similar projects 	100%
<p>Third-Party Coordinator</p> <p>Name: Aaron Cheskis</p>	<p>The Third-Party Coordinator is responsible for engaging with third-parties and stakeholders as needed to manage construction and other Project operations. This Person will meet with third-parties to understand and manage concerns, establish schedules, and serve as point person for the Design-Builder. Additionally, this Person will communicate progress with third-parties and manage the resolution of conflicts.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 10 years of experience with third-party coordination for similar projects • Alternative delivery experience or delivery methods with early contractor involvement, including, for example, progressive design-build, CM/GC, and design-build 	100%
<p>Public Information Coordinator</p> <p>Name: Carla Julian</p>	<p>The Public Information Coordinator is responsible for coordinating and managing information provided to stakeholders and the public. The Public Information Coordinator will engage with the public, obtain feedback, and provide such information to the Design-Builder and VPRA. Further, the Public</p>	25%

	<p>Information Coordinator will work with VPRA to ensure that information about the Project is consistent and accurate. Additionally, the Public Information Coordinator will act as the Design-Builder's liaison to the public and with stakeholders.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 10 years of experience with public information management for similar projects • Alternative delivery experience or delivery methods with early contractor involvement, including, for example, progressive design-build, CM/GC, and design-build 	
<p>Safety Manager</p> <p>Name: Bobbie Sue Clawson</p>	<p>The Safety Manager shall oversee and be responsible for safety on the Project site. The Safety Manager shall be responsible for preparation of Design-Builder's Safety Management Plan and may assist with constructability review to verify that construction can be performed safely. Additionally, the Safety Manager shall ensure that all Work is performed safely and in compliance with the Contract Documents and Design-Builder's Safety Management Plan. The Safety Manager must be on site during all major construction operations.</p> <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • 15 years of managing safety for similar types of construction work, with an emphasis on rail construction and construction in a dense, urban environment 	100%
Paul Jensen	Design-Build Integration Manager	
Jennifer Koch	Roadway/Bike-Ped/Civil	

EXHIBIT M – FORM OF PERFORMANCE AND PAYMENT BONDS

BOND NO. _____

PENAL SUM: \$[•]

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Virginia Passenger Rail Authority (“Owner”) has awarded to [•], a [•] duly organized and existing under the laws of the State of [•] (“Design-Builder”) a contract (“Contract”) for the [•] (“Project”) dated [•]; and

WHEREAS, one of the conditions of the Contract is that Design-Builder provide this duly executed instrument (“Bond”).

NOW THEREFORE, We, the undersigned Design-Builder and [•], a corporation duly organized and existing under and by virtue of the laws of the State of [•] and authorized to transact business as a surety within the Commonwealth of Virginia (“Surety”), are held and firmly bound unto Owner, as obligee, and its successors and assigns in the sum of [•], lawful money of the United States of America, for the payment of which, well and truly be made to Owner, Design-Builder and Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Any reference to the “Surety” in this Bond shall be read as a reference to the Co-Sureties and each of them on the basis of such joint and several liability.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

1. The Contract is hereby incorporated by reference herein as if said Contract were fully set forth herein. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.

2. If Design-Builder shall at all times promptly, and faithfully perform the Contract and any alteration in or addition to the obligations of Design-Builder arising thereunder in strict accordance with the terms and conditions of the Contract, including the matter or infringement, if any, of patents or other proprietary rights, and all guarantees and warranties, including the guarantee and warranty periods, established by the Contract, and comply with all of the covenants therein contained, in the manner and within the times provided in the Contract, and shall fully indemnify and save harmless Owner from all costs and damages which it may suffer by reason or failure so to do, and shall fully reimburse and repay Owner all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then Surety's obligations under this Bond shall be void; otherwise such obligations shall remain in full force and effect.

3. This Bond shall cover the cost to perform all the obligations of Design-Builder arising out of or required under the Contract, and the obligations covered by this Bond specifically include Design-Builder's liability for liquidated damages as specified in the Contract.

4. Whenever Design-Builder shall be, and is declared by Owner to be in default under the Contract, the Surety shall within thirty (30) days of receipt of a letter from Owner in the form set forth in Schedule A:

- (a) remedy such default; or
- (b) undertake completion of the Contract itself; or
- (c) tender to Owner a proposed contract for completion of the Contract by a contractor acceptable to Owner, secured by performance and payment bonds issued by a qualified surety, combined with payment to Owner of the amount of damages in excess of the remaining Contract balance incurred by Owner as a result of the default, including costs of completion; or
- (d) waive the Surety's right to remedy such default, undertake completion of the Contract, or tender to Owner a proposed contract for completion, and with reasonable promptness under the circumstances, make payment of the full penal sum of the bond to Owner; or
- (e) dispute liability under this Bond and proceed in accordance with paragraph 5 below.

5. In the event that Surety disputes its liability under this Bond, which includes any allegations of fraud, such dispute shall be determined in the first instance in accordance with the dispute resolution process ("DRP") attached hereto as Schedule B. If Surety fails to make an election within the thirty (30) days set forth in paragraph 4 of this Bond, then the claim shall be deemed to be in dispute for purposes of this paragraph. A Decision, as defined in Schedule B, shall be rendered within thirty (30) days of the Adjudication Commencement Date, or as otherwise extended pursuant to the DRP. The Decision shall be binding on the Surety, Design-Builder, and Owner as to their respective rights and obligations under this Bond but subject to each party's right to commence a de novo appeal of the Decision to a court of competent jurisdiction at any time. The parties shall immediately begin to comply with the Decision and the terms of this Bond until the Final Completion Date under the Contract notwithstanding of, and during, any appeal de novo of the Decision and unless or until such time as a court of competent jurisdiction issues a final order or ruling vacating or modifying the Decision, either in whole or in part, at the conclusion of any de novo appeal of the Decision (the "Obligation to Comply with the Decision"). Surety's costs to fulfill its Obligation to Comply with the Decision is limited to the penal sum of the Bond.

6. The parties acknowledge that the Obligation to Comply with the Decision is of the essence of the Bond, and the parties agree that Surety's failure to fulfill its Obligation to Comply with the Decision will cause irreparable harm to Owner and Design-Builder. Accordingly, Surety waives and releases any right it may have to initiate any action in court seeking a stay of its obligations arising pursuant to the Decision or seeking a stay of enforcement of the Decision. Surety's only recourse to court processes in connection with the Decision is to file for a de novo appeal of the Decision while continuing to fulfill its Obligation to Comply with the Decision. In any such de novo appeal or in any action seeking enforcement of the Decision, the Surety (a) waives any right to file for an interim stay of its obligations arising pursuant to the Decision or to seek a stay of enforcement of the Decision, (b) waives any right to object to or contest an action brought

to enforce specific performance of Surety's obligations arising pursuant to the Decision and waives all defenses in such an action, and (c) consents to an order or ruling directing and requiring Surety to perform its obligations arising pursuant to the Decision, and that an action for such an order or ruling may be sought on an expedited (emergency) basis under the rules of the court. The parties' Obligation to Comply with the Decision does not alter any party's right to pursue a de novo appeal of the Decision in a court of competent jurisdiction.

7. On the day following the Final Completion Date ("Step-Down Date"), the Penal Sum of [●] shall automatically be reduced to [●], with the understanding that such reduced Penal Sum shall be the aggregate liability of the surety and shall only be applicable to any claims submitted, or suits, or actions brought, after the Step-Down Date. For the avoidance of doubt, the entire Penal Sum of [●] is subject to any claims submitted, or suits or actions brought, against the Bond prior to the Step-Down Date; *provided, however*, that notwithstanding anything to the contrary herein, Surety's aggregate liability hereunder shall in no event exceed the Penal Sum of [●].

8. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the Work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission by Design-Builder of the Contract, or this Bond, shall in any way affect its obligations on this Bond, and Surety does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

9. Correspondence or claims relating to this Bond shall be sent to Surety at the following address: [●]

10. Schedules A and B are an integral part of this Bond and are specifically incorporated herein as if set out in full in the body of this Bond.

11. If any provision of this Bond is found to be unenforceable as a matter of law, all other provisions shall remain in full force and effect.

12. Any provision in this Bond which conflicts with applicable laws, regulations, and ordinances, shall be deemed modified to conform to applicable laws, regulations, and ordinances. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard for conflicts of laws principles, and any action seeking enforcement of the Bond will be litigated exclusively in the courts of the Commonwealth of Virginia.

13. ***[Note: Use in case of multiple sureties ("Co-Sureties") or, otherwise, delete; If Co-Sureties are used, modify the preceding language accordingly to reflect this]*** The Co-Sureties agree to empower and designate a single "Lead Surety" with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner to the Co-Sureties and all claims under this Bond shall be sent to the Lead Surety and shall be deemed served upon all Co-sureties. The Lead Surety may be changed only by delivery of written notice (by personal delivery

or by certified mail, return receipt requested) to Owner designating a new Lead Surety, signed by all of the Co-Sureties. The initial Lead Surety is [●].

[Signature Page Follows]

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____ 20____.

DESIGN-BUILDER (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

SURETY (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

[Note: Date of this Bond must not be prior to date of Contract.]

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in Virginia must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but are not a members of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority including the appropriate power of attorney documentation must be attached.]

**SCHEDULE A
FORM OF DEMAND**

Date

Re: Performance Bond No.: [____] (the “Bond”)

Principal: [_____] (the “Principal”)

Obligee: Virginia Passenger Rail Authority (the “Obligee”)

Contract: The Design-Build Contract, dated [_____] between the Principal as Design-Builder and the Virginia Passenger Rail Authority for the [●] Project (the “Contract”)

Dear Sir:

Pursuant to the Bond, the Obligee hereby certifies that:

1. the Principal is and continues to be in default of the Principal’s obligations under the Contract;
2. the Obligee has issued a notice of default to the Principal in accordance with the provisions of the Contract; and
3. the Obligee has honored and will continue to honor and perform in all material respects its obligations under the Contract.

We hereby demand that the Surety honor its obligations under the Bond forthwith.

The Obligee acknowledge that if the Surety intends to dispute its liability pursuant to the Bond, then the parties shall proceed immediately with the DRP set forth in Schedule B.

Yours truly,

Virginia Passenger Rail Authority

By: _____

Name:

Title:

SCHEDULE B DISPUTE RESOLUTION PROCESS

Given the on default nature of the Bond, the Principal, the Surety and the Obligor acknowledge that they may not agree whether the Surety is liable to perform or make payment pursuant to the Bond. To ensure that such disputes are determined quickly so as to allow for the orderly and timely completion of the Contract, the Principal, the Surety and the Obligor agree to submit such disputes to the dispute resolution process set out below. Terms not defined herein shall have the meaning ascribed to them in the body of the Bond. The parties acknowledge that any decision rendered in the dispute resolution process (an “Award”) will be binding, but subject to appeal de novo by any party at any time to a court of competent jurisdiction.

1. “Dispute” means a disagreement as to the Surety’s liability pursuant to the Bond following an Obligor’s Demand.
2. Disputes arising out of or in connection with the Bond shall be submitted for binding resolution to adjudication (the “Adjudication”) administered by JAMS – The Resolution Experts! (“JAMS”) in accordance with the procedure set out below. The JAMS’ Dispute Resolution Rules for Surety Bond Disputes, effective as of the effective date of the Bond shall apply to the resolution of any Dispute unless modified by the provisions herein, in which case, the provisions of this Bond shall govern.
3. The Surety or the Obligor shall demand Adjudication by filing an Adjudication statement electronically with JAMS, and serving electronic copies by email upon the Principal and the Obligor, utilizing the electronic forms and filing directions provided by JAMS on its website at www.jamsadr.com. The Adjudication statement shall set forth in detail the factual and legal issues submitted for Adjudication and shall be sent no later than the later of 10 days after (a) the Surety makes its election pursuant to paragraph 4 of the Bond, or (b) the claim is deemed to be in dispute pursuant to paragraph 5 of the Bond.
4. Within three (3) Business Days after the Adjudication statement is filed and served, the parties shall appoint an adjudicator (the “Adjudicator”) who shall be a panelist on the JAMS Global Engineering & Construction Panel (“JAMS GEC Panel”) of dispute adjudicators. JAMS shall appoint an Adjudicator administratively from the JAMS GEC Panel if the parties fail to appoint an Adjudicator within the three day period. The Adjudicator shall be under a duty to act impartially and fairly and shall serve as an independent neutral.
5. The Adjudication shall commence on the date that JAMS receives the Adjudication statement and initial deposit of funds, and confirms the appointment of the Adjudicator (the “Adjudication Commencement Date”). Unless the Adjudicator decides otherwise, the Principal, the Surety and the Obligor shall pay the final fees and expenses of Adjudication in accordance with the provisions set forth in the Contract governing the payment of fees and expenses of dispute resolution. In an Adjudication in which the Adjudicator determines that the Principal and Surety are aligned with the same commonality of interest against the Obligor, the Principal and Surety jointly shall be charged with one share and the Obligor will be charged with one share. Should any party fail to deposit funds as required by JAMS, any other party may advance the deposit, and the amount of that advance deposit will be taken into consideration in the Adjudicator’s decision.

6. Upon commencement of the Adjudication, the Adjudicator is empowered to take the initiative in ascertaining the facts and the law, and to exercise sole discretion in managing the Adjudication process. Among other things, the Adjudicator may require the parties to make additional factual submissions such as sworn witness statements and business documents, may interview important witnesses after notice to the parties and affording opportunity to attend, may request and consider expert reports and may call for memoranda on legal issues. Notwithstanding the foregoing, the Adjudicator must decide the following questions:
 - a. Is the Principal in default of the Principal's obligations under the Contract?
 - b. Is the Surety liable to perform in accordance with Paragraph 4 and/or 5 of the Bond (which liability, for the avoidance of doubt, does not arise if Obligee is in uncured material breach of its obligations under the Contract)?
7. The Adjudicator shall issue a written decision (the "Decision") which shall be binding upon and enforceable by the parties through the completion of the Principal's obligations under the Contract, subject to any party's right to commence an appeal de novo in a court of competent jurisdiction at any time in accordance with the terms of the Bond. Any payment required in the Decision shall be made immediately. The Decision shall be issued through JAMS as soon as practicable but in no event later than thirty (30) calendar days of the Adjudication Commencement Date or within any later time agreed upon by the parties. Unless the parties agree otherwise, the Decision shall state reasons therefore and shall be admissible in later administrative, arbitral or judicial proceedings solely concerning Surety's liability pursuant to the Bond between the parties.
8. This 30 calendar day period also may be extended by the Adjudicator in its sole discretion up to 14 days in the event that JAMS has requested any party to make an additional fee and expense deposit and such funds have not been deposited as requested or advanced by another party.
9. Any party may request clarification of the Decision within five (5) business days after issuance, and the Adjudicator shall endeavor to respond within an additional five (5) business days, and, subject to any party's right to commence an appeal de novo in a court of competent jurisdiction at any time in accordance with the terms of the Bond. The parties shall comply with the Decision, unless and until subsequently vacated or modified, through the completion of the Principal's obligations under the Contract.
10. Upon any settlement by the parties of the Dispute prior to issuance of a Decision, the parties shall jointly terminate the Adjudication. Such removal or termination shall not affect the parties' continuing joint and several obligations for payment to JAMS of unpaid fees and expenses.

If the Decision is that the Surety is liable to perform in accordance with Paragraphs 4 and 5 of the Bond, then notwithstanding the commencement of any appeal de novo of the Decision, the Surety shall perform in accordance with the Decision and with the terms of the Bond until the Principal's Obligations under the Contract are completed, but not to exceed the penal sum of the Bond.

FORM OF PAYMENT BOND

BOND NO. _____

BOND AMOUNT: \$[•]

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the Virginia Passenger Rail Authority (“Owner”) has awarded to [•], a [•] duly organized and existing under the laws of the State of [•] (“Design-Builder”) a contract (“Contract”) for the [•] Project (“Project”) dated [•]; and

WHEREAS, one of the conditions of the Contract is that Design-Builder provide this duly executed instrument (“Bond”).

NOW THEREFORE, We, the undersigned Design-Builder and [•], a corporation duly organized and existing under and by virtue of the laws of the State of [•] and authorized to transact business as a surety within the Commonwealth of Virginia (“Surety”), are held and firmly bound, jointly and severally, unto Owner, as obligee, and its successors and assigns, in the sum of [•], lawful money of the United States of America, for the payment of which, well and truly be made to Owner and Claimants, Design-Builder and Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

1. The Contract is hereby incorporated by reference herein as if said Contract were fully set forth herein. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract.

2. If Design-Builder shall: (a) make payments of all sums due to all persons and entities having a direct contract with Design-Builder, or a direct contract with a subcontractor having a direct contract with Design-Builder, for supplying labor, material, and/or supplies used directly or indirectly by Design-Builder in the prosecution of the Work provided in the Contract (such persons and entities hereinafter referred to collectively as “Claimants”); and (b) shall fully indemnify and save harmless Owner from all costs and damages which Owner may suffer by reason of Design-Builder’s failure to fulfill its obligations to Claimants under clause (a) above, including but not limited to, fully reimbursing and repaying Owner reasonable counsel fees incurred as a result of any action arising out of or in connection with any such failure, then Surety’s obligations under this Bond shall be void; otherwise such obligations shall remain in full force and effect.

3. All Claimants shall have a direct right of action only against Surety and Contractor under this Bond; *provided, however*, that no claim, suit or action shall be brought by any Claimant after the expiration of one (1) year following the date on which Claimant last performed labor or last furnished or supplied materials to the Project. Any suit or action must be brought in a state or federal court of competent jurisdiction located in the Commonwealth of Virginia.

4. Any Claimant who does not have a direct contractual relationship with Contractor shall, as a condition precedent to bringing such claim, suit or action, provide written notice thereof to Contractor, Surety, and Owner, no later than ninety (90) days from the date Claimant last supplied labor or materials, stating with substantial accuracy the amount claimed, the name of the person for whom the work was performed or to whom the material was furnished, and the dates on which such labor or materials were supplied.

5. Surety shall, after receipt of reasonable notice to Surety of any claim, demand, suit or action brought against Owner by a Claimant, defend, with counsel approved by Owner, indemnify and hold harmless Owner from any and all claims, demands, suits or actions brought by any Claimant. Owner shall have a direct right of action against Surety and Contractor for any breach by Surety of its obligation to defend, indemnify and hold harmless Owner.

6. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the Work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission by Contractor of the Contract, or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of Claimants otherwise entitled to recover under this Bond, shall in any way affect its obligations on this Bond, and Surety does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

7. Surety acknowledges that the amounts owed to Contractor under the Contract shall first be available for the performance of the Contract, including Owner's superior right to use the funds due for the completion of the Work, and then may be available to satisfy claims arising under this Bond. Owner shall not be liable for the payment of any costs or expenses or claims of any Claimant under this Bond and shall have no obligation to make payments to, or give notice on behalf of, any Claimant.

8. Any provision in this Bond which conflicts with applicable laws, regulations and ordinances shall be deemed modified to conform to applicable laws, regulations and ordinances.

9. Contractor or Owner shall furnish a copy of this Bond or permit a copy to be made upon request by any person or entity who may be a Claimant as defined above.

10. ***[Note: Use in case of multiple sureties ("Co-Sureties") or, otherwise, delete; If Co-Sureties are used, modify the preceding language accordingly to reflect this]*** The Co-Sureties agree to empower and designate a single, "Lead Surety" with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner and Claimants will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner and Claimants to the Co-Sureties and all claims under this Bond shall be sent to such designated Lead Surety and service of such correspondence or notice upon the Lead Surety shall constitute service upon all co-sureties. The Lead Surety may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a single new Lead Surety, signed by all of the Co-Sureties. The initial Lead Surety shall be [●].

11. This Bond shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard for conflicts of laws principles, and any action seeking enforcement of the Bond will be litigated exclusively in the courts of the Commonwealth of Virginia.

[Signature Page Follows]

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____ 20____.

DESIGN-BUILDER (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

SURETY (full legal name):

Address:

By: _____

Title:

Contact Name:

Phone: ()

[Note: Date of this Bond must not be prior to date of Contract.]

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in Virginia must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but are not a members of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority including the appropriate power of attorney documentation must be attached.]

EXHIBIT N – FORM OF GUARANTEE

This **GUARANTEE** (this “Guarantee”) is made as of [●], by [●], a [●] (the “Guarantor”), to the Virginia Passenger Rail Authority (“VPRA”), political subdivision of the Commonwealth of Virginia, with respect to the obligations of [●], a [●] (the “Design-Builder”), pursuant to that certain DBA[Design-Build Agreement for Long Bridge Project South], dated [●], by and between the VPRA and the Design-Builder (the “DBA”). The DBA is hereby incorporated by reference herein, and capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the DBA. [The Guarantor is an Affiliate of the Design-Builder.] The Guarantor acknowledges that financial and direct benefits will accrue to the Guarantor by virtue of entering into this Guarantee and that such benefits constitute adequate consideration therefor.

This Guarantee is provided pursuant to Section [●] of the DBA.

1. GUARANTEE

1.1. Guarantee. The Guarantor guarantees to VPRA, absolutely, unconditionally and irrevocably, that each and every payment and performance obligation and other liability of the Design-Builder now or hereafter arising under the DBA, including but not limited to all obligations and liabilities of the Design-Builder under any and all representations and warranties made or given by the Design-Builder under the DBA, under any and all liquidated or stipulated damage provisions of the DBA and under any and all indemnities given by the Design-Builder under the DBA (collectively the “Guaranteed Obligations”) will be paid promptly and satisfied in full when due and without offset, and performed and completed when required. This is a continuing guarantee of payment and performance of the Guaranteed Obligations.

1.2. Obligations. Except as otherwise provided in Section 4.6, the obligations of the Guarantor hereunder are absolute and unconditional and independent of the Guaranteed Obligations and shall remain in full force and effect until all the Guaranteed Obligations have been paid, performed and completed in full, irrespective of any assignment, amendment, modification or termination of the DBA.

1.3. No Exoneration. Except as otherwise provided in Section 4.6 below, the obligations of the Guarantor hereunder shall not be released, discharged, exonerated or impaired in any way by reason of:

1.3.1. any failure of the Design-Builder to retain or preserve any rights against any person, except to the extent the Design-Builder is required under the terms of the DBA to relinquish such rights and Design-Builder’s compliance with such requirement prejudices Guarantor;

1.3.2. the lack of prior enforcement by the Design-Builder of any rights against any person and the lack of exhaustion of any bond, letter of credit or other security held by the Design-Builder, except to the extent the Design-Builder is required under the terms of the DBA not to enforce such rights or not to exhaust any such bond, letter of credit or other security held by Design-Builder and Design-Builder’s compliance with such requirement prejudices Guarantor;

1.3.3. the lack of authority or standing of the Design-Builder or the dissolution of the Guarantor or the Design-Builder;

1.3.4. with or without notice to the Guarantor, the amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or failure to assert, any portion of the Guaranteed Obligations, the DBA, any rights or remedies of VPRA (including rights of offset) against the Design-Builder, or any bond, letter of credit, other guarantee, instrument, document, collateral security or other property given or available to VPRA to secure all or any part of the Guaranteed Obligations; *provided* that, notwithstanding the foregoing, the Guarantor shall have available to it any and all defenses relating to the Guaranteed Obligations that may be available to the Design-Builder based on any such amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination or failure to assert voluntarily made by VPRA, except defenses available to the Design-Builder under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors and those expressly waived under this Guarantee;

1.3.5. the extension of the time for payment of any amount owing or payable under the DBA or of the time for performance or completion of any Guaranteed Obligation; *provided, however*, that to the extent VPRA grants the Design-Builder an extension of time under the DBA for performance of any of the obligations of the Design-Builder thereunder, such extension of time shall likewise extend the time for performance by the Guarantor;

1.3.6. the existence now or hereafter of any other guarantee or endorsement by the Guarantor or anyone else of all or any portion of the Guaranteed Obligations;

1.3.7. the acceptance, release, exchange or subordination of additional or substituted security for all or any portion of the Guaranteed Obligations;

1.3.8. the taking of any action or the failure to take any action simply because it would constitute a legal or equitable defense, release or discharge of a surety;

1.3.9. any bankruptcy, arrangement, reorganization or similar proceeding for relief of debtors under federal or state law hereafter initiated by or against the Design-Builder or any of its members;

1.3.10. any full or partial payment or performance of any Guaranteed Obligation which is required to be returned as a result of or in connection with the insolvency, reorganization or bankruptcy of the Design-Builder or any of its members or otherwise;

1.3.11. the rejection of the DBA in connection with the insolvency, reorganization or bankruptcy of the Design-Builder or any of its members;

1.3.12. an impairment of or limitation on damages otherwise due from the Design-Builder by operation of law as a result of any insolvency, reorganization or bankruptcy proceeding by or against the Design-Builder or any of its members;

1.3.13. failure by the VPRA to file or enforce a claim against the estate (either in administration, bankruptcy or other proceedings) of the Design-Builder, any of its members, the Guarantor or any other guarantor;

1.3.14. any merger, consolidation or other reorganization to which the Design-Builder or the Guarantor is a party;

1.3.15. any sale or disposition of all or any portion of the Guarantor's direct or indirect ownership in the Design-Builder, or action by the Guarantor or its Affiliates which results in discontinuation or interruption in the business relations of the Design-Builder with the Guarantor (unless another entity acceptable to VPRA, in VPRA's sole discretion, assumes the Guarantor's liability hereunder); or

1.3.16. the failure of VPRA to assert any claim or demand, bring any action or exhaust its remedies against the Design-Builder or any security before proceeding against the Guarantor hereunder after the expiration of applicable notice and cure periods.

1.4. Enforcement of the DBA and Guaranteed Obligations.

1.4.1. Nothing contained herein shall prevent or limit VPRA from pursuing any of its rights and remedies under the DBA. VPRA may apply any available moneys, property or security in such manner and amounts and at such times to the payment or reduction or performance of any Guaranteed Obligation as it may elect, and may generally deal with the Design-Builder, the Guaranteed Obligations, such security and property as VPRA may see fit. Notwithstanding the foregoing, the Guarantor shall remain bound by this Guarantee.

1.4.2. In the event that Design-Builder defaults on any of the Guaranteed Obligations, the Guarantor shall be obligated to undertake all curative actions (which may include payments relating to the Guaranteed Obligations and/or performance of the Guaranteed Obligations) within fourteen (14) days (or immediately, in the case of emergency conditions) following notice under Section 4.6 below (to the extent not prohibited thereunder). Thereafter, the Guarantor shall use commercially reasonable efforts to effectuate such curative actions without further notice. If the Guarantor fails to undertake such curative actions in a timely manner, VPRA shall have the right to perform or have performed by third parties the necessary curative actions, and the costs thereof shall be borne by the Guarantor. Any payment by the Guarantor to VPRA shall be in U.S. dollars.

1.4.3. VPRA may bring and prosecute a separate action or actions against the Guarantor to enforce its liabilities hereunder, regardless of whether any action is brought against the Design-Builder and regardless of whether any other person is joined in any such action or actions. Nothing shall prohibit VPRA from exercising its rights against the Guarantor, the Design-Builder, any other guarantor of the Guaranteed Obligations, a performance bond or other security, if any, which insures the payment relating to or performance of the Guaranteed Obligations, or any other person simultaneously, or any combination thereof jointly and/or severally. VPRA may proceed against the Guarantor from time to time as it sees fit in its sole and absolute discretion; *provided, however*, VPRA shall not be entitled to enforce its rights and claims under this Guarantee for a breach of the Guaranteed Obligations to the extent that it has already received payment or discharge or

has otherwise been compensated in respect of the same breach of Guaranteed Obligations, including through insurance proceeds or call of any other security that VPRA may hold under the DBA.

2. REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties. The Guarantor hereby represents and warrants, which shall be continuing representations and warranties until the expiration of the Guarantor's obligations under this Guarantee, that:

2.1.1. Consents. Consent of the Design-Builder to any modification or amendment of the DBA to which it is a party constitutes knowledge thereof and consent thereto by the Guarantor;

2.1.2. Organization and Existence. The Design-Builder is a [●] duly organized, validly existing and in good standing under the laws of its state of formation. The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of [●];

2.1.3. Power and Authority. The Guarantor has the full power and authority to execute, deliver and perform this Guarantee, and to own and lease its properties and to carry on its business as now conducted and as contemplated hereby;

2.1.4. Authorization and Enforceability. This Guarantee has been duly authorized, executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating, to or affecting the enforcement of creditors' rights generally, as applicable to the Guarantor, and to general principles of equity;

2.1.5. No Governmental Consents. No authorization, consent or approval of, notice to or filing with, any governmental authority, is required for the execution, delivery and performance by the Guarantor of this Guarantee;

2.1.6. No Conflict or Breach. Neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any material terms, conditions, or provisions of any Laws, regulations and ordinances applicable to the Guarantor or the charter documents, as amended, or bylaws or equivalent governing documents, as amended, of the Guarantor, or any order, writ, injunction or decree of any court or governmental authority against the Guarantor or by which it or any of its properties are bound, or any indenture, mortgage or contract or other agreement or instrument to which the Guarantor is a party or by which it or any of its properties are bound, or constitutes or will constitute a default thereunder or will result in the imposition of any lien upon any of its properties;

2.1.7. No Proceedings. There are no suits or proceedings pending, or, to the knowledge of the Guarantor, threatened in any court or before any regulatory commission,

board or other governmental administrative agency against the Guarantor which could reasonably be expected to have a material adverse effect on the business or operations of the Guarantor, financial or otherwise, or on its ability to fulfill its obligations hereunder;

2.1.8. Contract. The Guarantor is fully aware of and consents to the terms and conditions of the DBA;

2.1.9. Financial Statements. All financial statements and data that have been given to VPRA by the Guarantor with respect to the Guarantor: (i) are complete and correct in all material respects as of the date given; (ii) accurately present in all material respects the financial condition of the Guarantor as of the date thereof; and (iii) have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered thereby;

2.1.10. No Adverse Change. There has been no material adverse change in the financial condition of the Guarantor since the date of the most recent financial statements given to VPRA with respect to the Guarantor;

2.1.11. No Default. The Guarantor is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions set forth in any agreement or instrument to which the Guarantor is a party, which default may materially and adversely affect the Guarantor's ability to fulfill its obligations hereunder;

2.1.12. Accuracy of Information. All other reports, papers and written data and information given to VPRA by the Guarantor with respect to the Guarantor are accurate and correct in all material respects and complete; and

2.1.13. Notice of Change. The Guarantor shall advise VPRA in writing of any material adverse change in the business or financial condition of the Guarantor and promptly furnish to VPRA such information about the financial condition of the Guarantor as VPRA shall reasonably request.

3. WAIVERS, SUBROGATION AND SUBORDINATION

3.1. Waivers.

3.1.1. The Guarantor hereby unconditionally waives:

3.1.1.1. notice of acceptance of this Guarantee or of the intention to act in reliance hereon and of reliance hereon;

3.1.1.2. notice of the incurring, contracting, amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or of the failure to assert, any Guaranteed Obligation;

3.1.1.3. demand on the Guarantor in the event of default of the Design-Builder under the DBA (but not the giving of notice to the extent required in Section 4. 6 below);

3.1.1.4. any invalidity of the DBA due to lack of proper authorization of or a defect in execution thereof by the Design-Builder, its purported representatives or agents;

3.1.1.5. demand for payment or performance, presentment, protest and notice of nonpayment or dishonor to the Guarantor respecting any Guaranteed Obligation;

3.1.1.6. any right of the Guarantor to receive notices to the Design-Builder to which the Guarantor might otherwise be entitled except notice to the extent required in Section 4. 6 below;

3.1.1.7. any demand for payment hereunder (but not the giving of notice to the extent required in Section 4. 6 below); and

3.1.1.8. any duty on the part of VPRA to disclose to the Guarantor any facts VPRA may now or hereafter know with regard to the Design-Builder.

3.1.2. The Guarantor also hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving the Guarantor the right to require, any prior enforcement as referred to in Section 1.3.2 above, and the Guarantor agrees that any delay in enforcing or failure to enforce any such rights or in making demand on the Guarantor for the performance of the obligations of the Guarantor under this Guarantee shall not in any way affect the liability of the Guarantor hereunder.

3.1.3. The Guarantor hereby waives, as against the VPRA or any person claiming under VPRA, all rights and benefits which might accrue to the Guarantor by reason of any bankruptcy, arrangement, reorganization or similar proceedings by or against the Design-Builder and agrees that its obligations and liabilities hereunder shall not be affected by any modification, limitation or discharge of the obligations of the Design-Builder that may result from any such proceedings.

3.1.4. Until the Design-Builder shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, the Guarantor hereby agrees not to file, or solicit the filing by others of, any involuntary petition in bankruptcy against the Design-Builder.

3.2. Subrogation. Until the Design-Builder shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, the Guarantor shall not (absent VPRA's prior written consent) claim or enforce any right of subrogation, reimbursement or indemnity against the Design-Builder, or any other right or remedy which might otherwise arise on account of any payment made by the Guarantor or any act or thing done by the Guarantor on account of or in accordance with this Guarantee.

3.3. Subordination.

3.3.1. All existing or future indebtedness of the Design-Builder to the Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as the Design-Builder shall be in default in the performance or payment of any Guaranteed

Obligation, no payments with respect to any such indebtedness shall be made by the Design-Builder to the Guarantor without prior written notice to VPRA.

3.3.2. In the event that VPRA provides written consent pursuant to Section 3.2, the Guarantor shall file all claims against the Design-Builder in any bankruptcy or other proceedings in which the filing of claims is required or permitted by law upon any obligation or indebtedness of the Design-Builder to the Guarantor, and shall have assigned to VPRA all of the Guarantor's rights thereunder to the extent of outstanding and unsatisfied Guaranteed Obligations. If the Guarantor does not file any such claim, VPRA is authorized as the Guarantor's attorney-in-fact to do so in the Guarantor's name, or in the discretion of VPRA, VPRA is authorized to assign the claim to, and cause proof of claim to be filed in the name of VPRA or its nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to VPRA or its nominee the full amount payable on the claim in the proceeding before making any payment to the Guarantor, and to the full extent necessary for that purpose, the Guarantor assigns to VPRA all of its rights to any payments or distributions to which it otherwise would be entitled. If the amount so paid is in excess of the Guaranteed Obligations covered hereby, VPRA shall pay the amount of the excess to the party determined by it to be entitled thereto.

4. MISCELLANEOUS

4.1. Enforcement of Guarantee.

4.1.1. The terms and provisions of this Guarantee shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

4.1.2. No supplement, amendment, modification, waiver or termination of this Guarantee shall be binding unless executed in writing and duly signed by the Guarantor and VPRA. No waiver of any of the provisions of this Guarantee shall be deemed or shall constitute a waiver of any other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure on the part of VPRA to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.

4.1.3. All disputes between VPRA and the Guarantor arising under or relating to this Guarantee or its breach shall be filed, heard and decided in the Circuit Court for the City of Richmond, Virginia, Division I, and any appellate court from any thereof, which shall have exclusive jurisdiction and venue. The Guarantor hereby irrevocably waives the defense of an inconvenient forum to the maintenance of any action or proceedings in such court arising out of or relating to this Guarantee. The Guarantor agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Guarantor agrees and consents to service of process by delivery in the manner and to the address set forth in Section 4.2 below. Nothing in this Section shall affect the right of VPRA or to serve legal process in any other manner permitted by law.

4.1.4. The rights of VPRA hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against the Guarantor or other

guarantors or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid or performed.

4.1.5. VPRA acknowledges and agrees that this Guarantee does not and is not intended to impose, in the event the Guarantee is called upon, any greater obligations upon the Guarantor than are imposed upon the Design-Builder under the DBA, other than with respect to the Guarantor's obligation hereunder to pay VPRA for its reasonable costs and expenses of enforcing this Guarantee.

4.1.6. The Guarantor shall pay to VPRA all reasonable out-of-pocket legal fees and other reasonable out-of-pocket costs and expenses (including fees and costs on appeal) it incurs by reason of any permitted enforcement of its rights hereunder, *provided* that it is the prevailing party with respect to a substantial portion of its claim.

4.1.7. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION OR CLAIM WHICH IS BASED ON, OR ARISES OUT OF, UNDER OR IN CONNECTION WITH, THIS GUARANTEE OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTEE.

4.1.8. Notwithstanding anything to the contrary, if at any time payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned upon bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law, the Guarantor shall continue to remain liable therefor.

4.2. Notices. All notices, demands or other communications under this Guarantee shall be in writing and shall be sent to each other party, at its address specified below (or such other address as a party may from time to time specify to the other parties by notice given in accordance with this Guarantee), and shall be deemed to have been duly given when actually received by the addressee or when served:

4.2.1. personally;

4.2.2. by independent, reputable, overnight commercial courier; or

4.2.3. by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to VPRA:

[•]

With copies to:

Virginia Passenger Rail Authority
919 E. Main Street
Richmond, VA 23219
Attention: General Counsel
email: michael.westermann@vp.ra.virginia.gov

If to the Guarantor:

[•]

[•]

Attention: [•]

4.3. Severability. If any provision of this Guarantee shall for any reason be held invalid or unenforceable, to the fullest extent permitted by law, such invalidity or unenforceability shall not affect any other provisions hereof, but this Guarantee shall be construed as if such invalid or unenforceable provision had never been contained herein.

4.4. Assignment. Neither this Guarantee nor any of the rights, interest or obligations hereunder shall be assigned or delegated by the Guarantor without the prior written consent of VPRA. VPRA may assign this Guarantee, with prior notice but without need for the consent of Guarantor, but only together with an assignment of the DBA. This Guarantee and all of the provisions hereof shall be binding upon the Guarantor and its successors and permitted assigns and shall inure to the benefit of VPRA and its successors and assigns.

4.5. No Third Party Beneficiaries. Nothing in this Guarantee shall entitle any person other than VPRA and its successors and assigns to any claim, cause or action, remedy or right of any kind.

4.6. Certain Rights, Duties, Obligations and Defenses. Notwithstanding Sections 1. 1, 1. 2, 1. 3, 3. 1 and 4. 8 hereof, the Guarantor shall have all rights, duties, obligations and defenses available to the Design-Builder under the DBA relating to waiver, surrender, compromise, settlement, release or termination voluntarily made by VPRA, failure to give notice of default to the Design-Builder to the extent required by the DBA (except to the extent the giving of notice is precluded by bankruptcy or other applicable law), interpretation or performance of terms and conditions of the DBA, or other defenses available to the Design-Builder under the DBA except those expressly waived (otherwise than in Section 1. 2) in this Guarantee and defenses available to the Design-Builder as a result of any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors. The Guarantor's duties under Section 1.4 above shall be subject to no prior notice or demand except for fourteen (14) days' prior written notice to the Guarantor (except to the extent the giving of notice to the Guarantor is precluded by bankruptcy or other applicable law affecting the Guarantor) in the case of any demand relative to any Guaranteed Obligation not paid or performed when due under the DBA setting forth the default of the Design-Builder.

4.7. Mergers, etc. The Guarantor shall not, in a single transaction or through a series of related transactions, consolidate with or merge with or into any other person or sell, assign, convey, transfer, lease or otherwise dispose of any material portion of its properties and assets to any person(s) or group of affiliated persons, unless:

4.7.1. in case of a merger, the Guarantor shall be the continuing corporation;

or

4.7.2. the person (if other than the Guarantor) formed by such consolidation or into which the Guarantor merges or the person(s) (or group of affiliated persons) that acquires by sale, assignment, conveyance, transfer, lease or other disposition a material

portion of the properties and assets of the Guarantor shall expressly agree to perform all of the obligations of the Guarantor hereunder, as a joint and several obligor with the Guarantor if the Guarantor continues to exist after such transaction, by a writing in form and substance reasonably satisfactory to VPRA.

Notwithstanding the agreement by any such person to perform the obligation of the Guarantor hereunder, the Guarantor shall not be released from its obligations hereunder unless released by operation of law or by consent.

4.8. Survival. The obligations and liabilities of the Guarantor hereunder shall survive termination of any or all of the DBA or the Design-Builder's rights thereunder due to default by the Design-Builder thereunder; *provided, however,* that for the avoidance of doubt, such obligations and liabilities are only in respect of the Guaranteed Obligations.

4.9. Headings. The Article and Section headings in this Guarantee are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

4.10. Counterparts. This Guarantee may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

4.11. Entire Agreement. This Guarantee constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. The Guarantor agrees to execute, have acknowledged and delivered to VPRA such other and further instruments as may be reasonably required by VPRA to effectuate the intent and purpose hereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be executed as of the day and year first above written by its duly authorized officer.

[•],
a [•]

By: _____
Name: _____
Title: _____

Receipt of this Guarantee is hereby acknowledged and accepted effective as of the day and year first written above.

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____
DJ Stadtler
Executive Director

EXHIBIT O – INSURANCE REQUIREMENTS

All capitalized terms not otherwise defined in this Exhibit O shall have the meanings ascribed to such terms within Exhibit A (*Acronyms and Definitions*) to the Agreement. Design-Builder at its sole expense shall procure and maintain the types of insurance specified below (or cause others to procure the types and amounts of insurance specified below as appropriate) subject to any conditions noted therein. As a condition to each corresponding notice to proceed, Design-Builder shall have its insurance broker or insurance company submit a certificate of insurance to VPRA giving evidence of the relevant coverage types and amounts set forth below, as well as compliance with the provisions of Article 9 of the Agreement, prior to commencing the corresponding Work under the Agreement. As referenced herein, the Commonwealth, VPRA, Amtrak, and CSXT shall include their respective officers, directors, employees, and agents.

A. Required Policies/Limits

1. **Workers' Compensation** for all of its employees engaged in the Project as required by Chapter 8 of Title 65.2 of the Code of Virginia (1950), as amended and/or any other jurisdiction in which the Work is performed. Coverage shall be extended as needed to include claims under the United States Longshore and Harbor Workers' Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104). If Design-Builder leases one or more employees through the use of a payroll, employee management, or other similar company, then Design-Builder must procure workers' compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers' compensation coverage provided to the leased employee by the payroll, employee management, or other similar company.
2. **Employer's Liability Insurance** with limits of \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by occupation disease, and \$1,000,000 policy limit for bodily injury by disease.
3. **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, products-completed operations, and broad form contractual liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual general aggregate applicable on a per project basis. Such coverage shall be on an occurrence form providing for Named Insured Cross Liability and Severability of Interest and include endorsement CG 24 17 (10/01) Contractual Liability – Railroads, or its equivalent. There shall be no exclusion for work within 50 feet of a railroad. The Commonwealth, VPRA, CSXT, and Amtrak are to be named as an additional insured on a primary, non-contributory basis. Such insurance shall provide coverage for all operations and shall be maintained for five years after Final Acceptance and final payment for the Work.
4. **Automobile Liability Insurance** with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Commonwealth, VPRA, CSXT, and Amtrak are to be named as an additional insured on a primary, non-contributory basis.
5. **Cyber Liability Insurance** with limits not less than \$2,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design-Builder

in the Agreement and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. VPRA, the Commonwealth, Amtrak, and CSXT shall be additional insureds with regard to any third-party claims.

6. **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for all the above mentioned policies (except for Workers Compensation and Cyber Liability) in the amount of \$200,000,000 per occurrence and in the aggregate. Such policy(ies) shall be written on a “following form” basis without any gaps in the limits of coverages and be at least as broad as and follow the form of underlying primary coverages required herein. The Commonwealth, VPRA, CSXT, and Amtrak are to be named as an additional insured on a primary, non-contributory basis. Such insurance shall provide coverage for all operations including the products-completed operations hazard and shall be maintained for five years after Final Acceptance and final payment for the Work.
7. **Professional Liability Insurance** utilizing one of the three options below to cover liability for acts, errors or omissions arising in connection with the Work including for a period of five years after all Work is complete:
 - (a) Maintain a Project-specific Professional Liability Insurance Policy in a form acceptable to VPRA with a limit of not less than \$25,000,000 per claim and \$25,000,000 in the aggregate. The policy must include Design-Builder and Lead Designer as named insureds and may be extended to cover all Subcontractors providing Professional Services. Coverage shall be maintained for the duration of all Professional Services and include a minimum five-year extended reporting period. The policy may extend coverage to Subcontractors, at Design-Builder’s option. In the alternative, the Design-Builder can procure a \$20,000,000 Project-specific Professional Liability Insurance Policy naming only the Lead Designer (and, at their option, other Subcontractors) and then provide a minimum of \$10,000,000 of practice or Project-specific Contractor’s Professional Liability Insurance in the name of the Design-Builder; or
 - (b) A combination of underlying practice professional liability policies covering the Design-Builder and Lead Designer and a Project-specific Contractor’s Protective Professional Indemnity (CPPI) policy. The Lead Designer practice professional liability policies must each have a minimum limit of \$10,000,000 per claim and in the aggregate and the CPPI policy, which must be carried by the Design-Builder and cover the Design-Builder’s own professional liability exposures as well must have a minimum limit of \$20,000,000 per claim or in the aggregate. At the option of the Design-Builder, the above-noted option to utilize the Lead Designer’s practice professional liability policy can be replaced by a Project-specific policy. The CPPI policy form is subject to review and acceptance by VPRA. Any policies utilized to implement this option must remain in effect for at least five years after

all Professional Services are complete or include a five year extended reporting period after all Professional Services are complete; or

- (c) Utilization of practice professional liability policies by the Design-Builder and the Lead Designer, provided each are able to provide VPRA with evidence, satisfactory to VPRA in its reasonable discretion, of practice professional liability policy limits of at least \$20,000,000 per claim and aggregate. Coverage must remain in effect for at least five years after all Professional Services are complete.

The Commonwealth, VPRA, CSXT, and Amtrak are to be included on any such policies as indemnified parties. Such policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the Work. Any project-specific policies must state that in the event of cancellation or non-renewal the discovery period for insurance claims will be at least five years or otherwise as by agreement with VPRA. Any coverage required under this Section shall have a retroactive date that encompasses all Professional Services on the Project.

8. **Builder's Risk Insurance** on an "all risks" basis for physical loss, destruction, or damage to the Work and any temporary structures or works. The Builder's Risk insurance must be Project-specific and will cover the Design-Builder, VPRA, and other Subcontractors of all tiers prior to Substantial Completion; *provided*, that the limits of such coverage may be based on a maximum probable loss analysis, as determined by an experienced third-party and subject to VPRA's approval of such maximum probable loss analysis. In no event will the minimum limits of such coverage be less than \$350,000,000. Further, the policy shall include sub-limits as follows: (x) at least \$25,000,000 for off-site storage and transit; (y) at least \$25,000,000 for debris removal and demolition; and (z) at least \$10,000,000 for increased costs of construction and soft costs (including VPRA's continuing Project administration expenses) and \$1,000,000 for professional fees and loss adjustment expenses. The policy also will include replacement cost coverage for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project. Coverage will include, but not be limited to, the following (provided that commercially reasonable sublimits will be accepted where typical):

- (a) right to partial occupancy;
- (b) London Engineering Group (LEG) 3 type or equivalent coverage as available in the global insurance market for design error, faulty workmanship, and/or faulty materials;
- (c) earthquake;
- (d) earth movement (including subsidence, sinkhole, and collapse);
- (e) flood;
- (f) windstorm, tornado, hurricane or named storm;
- (g) fire and explosion;
- (h) theft, vandalism, and malicious mischief;

- (i) transit;
- (j) temporary and permanent works; and
- (k) expediting expenses.

The Builder's Risk Insurance must be in place, at the latest, by NTP 2 or the commencement of any Construction Work under NTP 1, *provided* that if the Builder's Risk Insurance is not in place on the Effective Date, Design-Builder shall submit to VPRA on or before the Effective Date: (x) a letter of certification from the Design-Builder or the Design-Builder's insurance broker confirming that Builder's Risk Insurance compliant with the requirements contained herein will be placed prior to NTP 2 or the commencement of any Construction Work under NTP 1; and (y) a specimen Builder's Risk Insurance policy with all appropriate attachments, sub-limits, etc. and (z) any maximum probable loss analysis.

9. **Contractor's Pollution Liability Insurance** on a Project-specific basis to indemnify for bodily injury, property damage, cleanup/remediation costs or other amounts which the Design-Builder, its employees, its agents, or its Subcontractors are legally obligated to pay arising out of the Work, any transit and/or disposal at non-owned disposal sites. Such insurance will have minimum limits of \$15,000,000 for any one pollution incident and in the aggregate and will remain in full force and effect for the period of the Work and a five (5)-year completed operations period after Final Acceptance. The Commonwealth, VPRA, CSXT, and Amtrak are to be named as an additional insured on a primary, non-contributory basis. Such policy shall be written in a manner that allows any additional insured to still make a claim under the policy against Design-Builder or other insured party (i.e., cross-liability). The Contractor's Pollution Liability Insurance must be in place, at the latest, by NTP 2, *provided* that if the Contractor's Pollution Liability Insurance is not in place on the Effective Date, the Design-Builder shall submit to VPRA on or before the Effective Date:

- (a) a letter of certification from the Design-Builder or the Design-Builder's insurance broker confirming that Contractor's Pollution Liability Insurance compliant with the requirements contained herein will be placed prior to NTP 2 or the commencement of Construction Work under NTP 1; and
- (b) a specimen Contractor's Pollution Liability Insurance policy with all appropriate attachments, sub-limits, etc.

The Design-Builder shall also, if appropriate, provide coverage for marine operations and for liabilities under the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701 et seq.) and the Comprehensive Environmental Response, Liability, and Compensation Act (42 U.S.C. §§ 9601 et seq.) either under the Contractor's Pollution Liability Insurance policy required herein or the Marine Protection and Indemnity Insurance required in paragraph 10 below.

10. **Marine Protection and Indemnity Insurance** on a Project-specific basis providing protection and indemnity coverage with respect to bodily injury or property damage arising from marine operations, including damage to piers, wharves, other fixed or movable structures, and loss or damage to any other vessel, craft, or property on such other vessel or craft if any of the work requires marine operations. Such insurance will have minimum limits

of \$50,000,000 million in the aggregate. The Commonwealth, VPRA, CSXT, and Amtrak are to be named as an additional insured on a primary, non-contributory basis.

11. **Other Insurance.** Any use of unmanned aircraft shall be appropriately insured with minimum limits of \$5,000,000 per occurrence and aggregate; the Commonwealth, VPRA, CSXT, and Amtrak are to be named as an additional insured on a primary, non-contributory basis.
12. **Subcontractor Insurance.** Unless covered under a Contractor-Controlled Insurance Program (CCIP) for each of the insurance policies listed below, the Design-Builder shall cause the Lead Designer and all other Subcontractors working at the site or providing Professional Services in conjunction with the Project to obtain and maintain the following insurance coverages with the Commonwealth, VPRA, CSXT and Amtrak as additional insureds on a primary, non-contributory basis (except for workers compensation, employer's liability and professional liability) and also including a waiver of subrogation in favor of the above-noted parties. Note that should the Design-Builder utilize a CCIP, any such contractors shall also provide the following coverages for all off-site activities including the additional insured and waiver of subrogation provisions noted above.
- (a) **Workers' Compensation and Employer's Liability Insurance** with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$500,000 bodily injury by accident, each accident, and \$500,000 bodily injury by disease, each employee. Coverage will be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).
 - (b) **Commercial General Liability Insurance** will include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and contractual liability with limits of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate annually. There shall be no exclusion for work within 50 feet of a railroad.
 - (c) **Automobile Liability Insurance** with a limit of at least \$500,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off.
 - (d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability and automobile liability in the amount of \$2,000,000 per occurrence and in the aggregate for any contracts valued at \$1,000,000 or more.
 - (e) **Professional Liability Insurance** (applicable only to Subcontractors other than the Lead Designer rendering Professional Services, including, but not limited to, architects, engineers, traffic consultants, quality control and inspection firms, accountants, attorneys, etc. who are not covered under any project-specific professional liability insurance noted above) with limits of at least \$1,000,000 per claim and in the aggregate. Such insurance will remain in full force and effect

during the performance of such Professional Services and with an extended reporting period or continuation of coverage for two years after completion of such Professional Services. Such coverage need not be project specific.

B. General Requirements Relating to Insurance

1. **General Insurance Requirements.** Design-Builder shall, at a minimum procure and keep in effect the insurance policies required herein and shall require all subcontractors to similarly comply with the insurance requirements required herein, as appropriate. Each such insurance policy shall be procured from an insurer that is authorized to conduct business in the Commonwealth and shall have a current policyholder's management and financial size category in accordance with Section 9.1.2 of the Contract.

Each such policy maintained by the Design-Builder and Lead Designer shall be endorsed to state that coverage cannot be cancelled or reduced in coverage or limits (except with respect to payments under the policy that by their nature erode or deplete the policy limits) by the insurers until 20 days' prior written notice (10 days for non-payment of premium) has been provided to VPRA and any other parties as required by contract. Additionally, VPRA, the Commonwealth, CSXT, and Amtrak shall have no responsibility or liability for payment of any premiums, deductibles or self-insured retentions under any of the insurance policies required herein.

2. **Subcontract Agreements.** Design-Builder shall by appropriate written agreements flow down the requirements for: (i) the waiver of subrogation for all required insurance, (ii) additional insured coverage for all required insurance, and (iii) other requirements of this Exhibit to Lead Designer and all tiers of Subcontractors for all insurance required of such Subcontractors under this Exhibit.
3. **Separation of Insureds/Cross Liability.** The insurance shall apply separately to each named insured and additional insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Such provision shall provide that the interests and protections of each additional insured shall not be affected by any misrepresentation, act or omission of another named insured, or any breach by named insured of any provision in the policy that would otherwise result in forfeiture or reduction of coverage for the other insureds on the policy. There shall be no limitation of coverage for any suits by the Commonwealth, VPRA, CSXT, or Amtrak against any other insured under the policies (i.e., no 'insured v. insured' exclusion).
4. **Waiver of Right to Recover, Including Subrogation.** Design-Builder hereby waives all its rights of recovery, under subrogation or otherwise, against the Commonwealth, VPRA, CSXT, and Amtrak with respect to the Project, to the extent covered by insurance required to be provided by Design-Builder and its Subcontractors of whatever tier, and further waives all rights of recovery which are not covered by insurance because of deductible or self-insurance obligations relating to such insurance. These waivers do not apply to Design-Builder's rights of recovery against its own Subcontractors, vendors, and suppliers of whatever tier. Design-Builder will require all tiers of its Subcontractors, vendors, and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph. To the fullest extent permitted by law, Design-Builder will require all insurance policies required by this Exhibit to include clauses stating each insurer will waive all rights of recovery consistent with this paragraph. All waivers provided

herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.

5. **Utilization of Controlled Insurance Program (CIP).** Design-Builder may utilize a Controlled-Insurance Program (CIP) to provide any and all of the coverages required above, provided, however, that any Subcontractors and the Design-Builder must still maintain compliant insurance for any off-site activities and for any coverages not included in the CIP. Any CIP, as well as any offsite coverages, must fully comply with the additional insured, primary and non-contributory, waiver of subrogation, separation of insureds and other requirements noted above.
6. **Requirements Not Limiting.** The Parties acknowledge and agree that (i) requirements of specific coverage features or limits contained in this Exhibit are minimum coverages only and not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance policy; (ii) specific reference to a given coverage feature is not intended to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type; and (iii) all insurance coverage and limits provided by Design-Builder, Lead Designer, or by other third parties pursuant to obligations of Design-Builder hereunder, and, in each case, available or applicable to the Project are intended to apply to the full extent of the insurance policies, and nothing contained in the Agreement limits, or shall be deemed to limit the application of such insurance coverage.

It is further understood that the insurance coverage described herein does not limit any obligations or liability of Design-Builder under the Agreement. Furthermore, the insurance limits required hereunder are minimum limits only and not intended to restrict the liability imposed on Design-Builder, Lead Designer, any Subcontractor at any tier, or otherwise to limit or reduce coverage amounts or limits under any insurance policies procured by any such Persons.

7. **Inadequacy of Required Coverages.** VPRA makes no representation that the scope of coverage and limits of liability specified for any insurance policy to be carried pursuant to the Project, or approved variances therefrom, are adequate to protect Design-Builder against its undertakings under the Agreement or its liabilities to any third party. It is the responsibility of Design-Builder, Lead Designer, and any and all Subcontractors to determine if any changes or additional coverages are required to adequately protect their interests. No such limits of liability or approved variances therefrom shall preclude VPRA from taking any actions as are available to it under the Agreement or otherwise at Law.

EXHIBIT P – DESIGNATED REPRESENTATIVES

VPRA:

- Shirlene Cleveland
- Fyiad Constantine
- Joseph Schinstock
- Gang Zhang

Design-Builder:

- Mark Gentile
- Bryon Breese

EXHIBIT Q – SPECIAL PROVISION INVOLVING PROPERTY AND FACILITIES OWNED, CONTROLLED OR UTILIZED BY CSX TRANSPORTATION, INC., NORFOLK SOUTHERN RAILWAY COMPANY, AND THE NATIONAL RAILROAD PASSENGER CORPORATION (SP 01)

This Special Provision shall apply to all work being undertaken by Contractor in and along property and facilities owned, controlled or utilized by CSX Transportation, Inc., Norfolk Southern Railway Company, and/or the National Railroad Passenger Corporation (collectively, the “Railroad Operators” and each a “Railroad Operator”). These terms are required pursuant to VPRA’s contractual arrangements with the Railroad Operators and are not subject to negotiation or modification. In the event of a conflict between the terms and conditions of this Special Provision and any other instrument incorporated within the Contract Documents, the terms and conditions of this Special Provision shall control. Capitalized terms not defined herein shall have the meaning assigned in the Contract, and if not defined therein, the meaning recognized within industry. For reference, Contractor as used herein, may be identified elsewhere in the Contract Documents as “Design-Builder,” “CM/GC Contractor,” “Consultant,” “Service Provider,” or “Vendor”.

1. DEFINITIONS

1.1 **“Affiliate”** means, when used to indicate a relationship with a specified Person, a Person that: (a) directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or (b) controls, is controlled by or is under common control with such specified Person, and a Person is deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract, or otherwise.

1.2 **“Amtrak-Assumed Individuals”** means:

- i. an employee of Amtrak;
- ii. any person who is on an Amtrak train other than a Commonwealth-Introduced Individual;
- iii. any person other than a Commonwealth-Introduced Individual at or adjacent to a passenger station located on the rail lines used for Amtrak service who is at such passenger station for the purpose of boarding or detraining from an Amtrak train, meeting an Amtrak train, purchasing a ticket for an Amtrak train, making a reservation for an Amtrak train, or obtaining information about Amtrak service or conducting business with Amtrak (including a vendor from whom Amtrak receives compensation);
- iv. any person at or adjacent to a passenger station who is providing local transportation to or accompanying a person described in (iii) above; and
- v. any person injured or killed by the collision of a vehicle or person with an Amtrak train on or adjacent to the rail lines on which Amtrak operates, including the collision of a

derailed Amtrak train or any part thereof beyond the Commonwealth's railroad right-of-way.

1.3 "Amtrak-Assumed Property" means:

- i. the property of any Amtrak-Assumed Individual;
- ii. any locomotive, passenger car, or any other property or equipment owned by, leased to, used by or otherwise in control, custody, or possession of Amtrak (except that Amtrak's dispatching of trains, which trains are not otherwise in control, custody, or possession of Amtrak, by itself shall not be deemed to place such trains into Amtrak's control, custody, or possession); and
- iii. property of parties other than Amtrak and VPRA, to which damage is caused by fuel oil which is demonstrated to have spilled from an Amtrak engine and for fuel oil which is demonstrated to have spilled by Amtrak's employees, agents, or contractors (but excluding CSXT) while fueling an Amtrak Train.

1.4 "Amtrak Trains" means all trains operated by Amtrak as part of its intercity passenger rail service, but which excludes commuter rail service.

1.5 "Commonwealth" means the Commonwealth of Virginia.

1.6 "Commonwealth-Introduced Individual" means any employee, invitee, or agent of the Commonwealth or the Commonwealth's contractor in the course of his employment or agency, except when such employee, invitee, or agent is a fare-paying passenger of Amtrak.

1.7 "CSXT Indemnitees" means CSXT, any Affiliate of CSXT, and any of the officers, directors, shareholders, employees, agents, successors, or assigns of such entities.

1.8 "Norfolk Southern Railway Indemnified Parties" means the Norfolk Southern Railway Company, its parent company, its affiliates, and any and all of their respective officers, directors, employees, agents, affiliates, successors, and permitted assigns.

1.9 "Person" means any individual (including the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a governmental authority, including VPRA.

2. RAILROAD OPERATOR INDEMNIFICATION AND INSURANCE REQUIREMENTS

Subject to applicable law, including Va. Code § 11-4.1, the following indemnity and insurance obligations shall apply to the Contract:

2.1 Projects Involving Property/Rights of Way Used by CSX Transportation, Inc. ("CSXT")

Where the Scope of Work involves entry or work upon “Segment 1” or “Segment 3” (as defined within the Comprehensive Rail Agreement dated March 26, 2021, (“CSXT Comprehensive Rail Agreement”)), Contractor shall be required to indemnify the CSXT Indemnitees, regardless of fault, to the same extent Contractor is required to indemnify VPRA pursuant to the Contract Documents. A copy of the CSXT Comprehensive Rail Agreement is available at <https://vapassengerrailauthority.org/wp-content/uploads/2021/06/11.1.1.43-Comprehensive-Rail-Agreement-Fully-Executed-without-Exhibits-1.pdf?bcs-agent-scanner=6f5ab9a3-367c-924b-9a9a-e2794740ce2d>.

Additionally, prior to entering upon any property/right of way owned or controlled by CSXT, Contractor may be required to execute CSXT’s standard Inspection Right of Entry Agreement using the CSXT Property Portal (https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces). CSXT shall have sole discretion on whether Contractor will be required to execute the standard Inspection Right of Entry Agreement, and if executed, Contractor’s failure to comply with the standard Inspection Right of Entry Agreement may constitute a breach of the Contract.

2.2 Projects Involving Property/Rights of Way Used by Norfolk Southern Railway Company (“Norfolk Southern”)

Where the Scope of Work involves entry upon the Purchased V-Line (as defined within the Comprehensive Rail Agreement dated January 10, 2022 (“NS Comprehensive Rail Agreement”)) for purposes of construction and maintenance activities, Contractor shall be required to indemnify the Norfolk Southern Railway Indemnified Parties to the same extent Contractor is required to indemnify VPRA pursuant to the Contract Documents. To the extent Contractor engages in construction and maintenance activities on the Purchased V-line, it must also be adequately insured in accordance with the requirements set forth in Exhibit K to the NS Comprehensive Rail Agreement. A copy of the NS Comprehensive Rail Agreement is available at <https://vapassengerrailauthority.org/wp-content/uploads/2022/02/Redacted-Final-Signature-NSR-Comprehensive-Rail-Agreement-Combined-Execution-Version-c.pdf?bcs-agent-scanner=a52d286c-bdbb-d647-90e8-d47eec142fd9>.

Additionally, prior to entering upon any property/right of way owned or controlled by Norfolk Southern, Contractor may be required to execute Norfolk Southern’s standard Right of Entry Agreement using the Norfolk Southern Access NS Property Portal (<http://www.nscorp.com/content/nscorp/en/real-estate/norfolk-southern-services/access-norfolk-southern-property.html>). Norfolk Southern shall have sole discretion on whether the Contractor will be required to execute the standard Right of Entry Agreement, and if executed, Contractor’s failure to comply with the standard Right of Entry Agreement may constitute a breach of the Contract. Background information (FAQs) on Norfolk Southern’s right of entry process is available at <http://www.nscorp.com/content/nscorp/en/real-estate/norfolk-southern-services/access-norfolk-southern-property/right-of-entry-faqs.html>.

2.3 Projects Involving Rail Lines Used by the National Railroad Passenger Corporation (“Amtrak”)

Where the Scope of Work involves entry or work upon rail lines used in connection with the operation of Amtrak Trains, Contractor shall be obligated to indemnify and defend Amtrak for

all losses or claims arising from the acts or omissions of the Contractor in the performance of the Contract whether or not Contractor is negligent and irrespective of any negligence or fault of Amtrak. Notwithstanding the foregoing, Contractor's indemnity and duty to defend shall not extend to Amtrak-Assumed Individuals and/or Amtrak-Assumed Property.

In case a lawsuit shall at any time be brought against Amtrak asserting a liability against which Contractor or any of its subcontractors has agreed to indemnify and save harmless Amtrak, Contractor or subcontractor, at Contractor's or subcontractor's own cost and expense and without any cost or expense whatever to Amtrak, shall defend such suit and indemnify and save harmless Amtrak against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against Amtrak; provided, however, that Amtrak shall promptly upon the bringing of any such suit against it give notice to VPRA and thereafter provide all such information as may from time to time be requested by either VPRA or Contractor.

To the extent Contractor engages in construction and maintenance activities on Amtrak rail lines, it must also be adequately insured in accordance with the requirements set forth in Attachment 1 to this Special Provision

3. INCLUSION IN SUBCONTRACTOR AGREEMENTS

Contractor agrees to have the foregoing terms flow down to each subcontractor agreement and lower tier subcontract issued under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

**Attachment 1
(Amtrak Insurance Requirements)**

A. Liability Insurance Guidelines for Construction Projects Impacting Rail Lines

The guidelines below are intended to provide protection for Amtrak under contracts issued by VPRA for the construction along the Amtrak rail lines:

1. Limits of Insurance

Construction Crossing Active ROW	\$10M/\$20M
Construction Adjacent to Active ROW	\$10M/\$20M
Construction Not Impacting Active ROW	\$10M/\$20M

2. Amtrak included as an additional insured

3. Contractor and its insurer waive right of recovery/subrogation against Amtrak

4. No exclusion for contractual liability to railroads

5. Cross liability of insureds and severability of interests of insureds

6. Contractor coverage is primary and non-contributory with respect to coverage carried by additional insureds

B. Liability Insurance Guidelines for Maintenance along Rail Lines

The guidelines below are intended to provide protection for Amtrak under contracts issued by VPRA for the maintenance of the Amtrak rail lines:

1. Limits of Insurance

Maintenance Within the ROW	\$10M/\$20M
Maintenance Outside of ROW	\$2M/\$2M

2. Amtrak included as an additional insured

3. Contractor and its insurer waive right of recovery/subrogation against Amtrak

4. No exclusion for contractual liability to railroads

5. Cross liability of insureds and severability of interests of insureds

6. Contractor coverage is primary and non-contributory with respect to coverage carried by additional insureds

**EXHIBIT R – DESIGN-BUILDER’S CONSTRUCTION DRAW SCHEDULE AND PROPOSAL
PRICE BREAKDOWN**

[Note: to be inserted at execution]

EXHIBIT S – CONFIDENTIALITY / PROPRIETARY INFORMATION DESIGNATION FORM

NAME OF DESIGN-BUILDER: _____

Pursuant to Va. Code § 33.2-299.7, Design-Builder may request VPRA to keep confidential trade secrets or confidential proprietary information, not publicly available, provided by a private person or entity pursuant to a promise of confidentiality where if such information were made public, the financial interest of the private person or entity could be adversely affected.

For such information to be excluded from disclosure requirements under the Virginia Freedom of Information Act, Design-Builder shall make a written request to VPRA:

- (1) invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;
- (2) identifying the data or other materials for which protection is sought; and
- (3) stating the reasons why protection is necessary.

The written notice must specifically identify the data or materials to be protected including the information sought to be protected, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire document or submittal as proprietary or trade secrets is not acceptable. VPRA will make the final determination of the appropriate scope and nature of the protection afforded to the requested records.

DOCUMENT	PAGE NUMBER(S)/ LINES / INFORMATION	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

EXHIBIT T – APPROVED SMALL AND DIVERSE BUSINESS SUBCONTRACTING PLAN (FORM PD 60)

FORM D

SMALL AND DIVERSE BUSINESS SUBCONTRACTING PLAN **(VPRA Procurement Form PD 60)**

Definitions:

"Small business" shall have the meaning set forth in Va. Code § 2.2-1604 and includes only those firms which hold a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids/proposals. This shall also include DSBSD-certified micro, women-owned, minority-owned, and service-disabled veteran-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date.

"SWaM" shall have the meaning set forth in Va. Code § 2.2-1604.

Certification:

The Certification Division of DSBSD is responsible for the administration of Virginia's business certification programs. Certification applications are available through DSBSD online at: <https://www.sbsd.virginia.gov/certification-division/>.

Point Allocation:

Where applicable, point allocation relative to an Offeror's/Proposer's proposed utilization of a DSBSD certified small/small diverse business shall be made in accordance with the RFP Documents. Offerors which are not certified as a small/small diverse businesses with DSBSD or otherwise utilizing DSBSD certified small/small diverse businesses will not be eligible for points, but, to the extent applicable, are encouraged to report other certifications which demonstrate performance by small or underprivileged businesses.

Modification:

No modification of the Small and Diverse Business Subcontracting Plan will be allowed during the performance of the Contract absent the express written consent of VPRA's Director of Procurement. The Consultant/Contractor shall keep the Director of Procurement apprised of any material issues that arise relative to its performance under the Small and Diverse Business Subcontracting Plan.

Instructions:

- A. If you are certified by the DSBSD as a small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified micro, women-owned, minority-owned, and service-disabled veteran-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Sections B and C of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall fully complete all required informational items within Section B.

Small and Diverse Business Subcontracting Plan (cont.)

Section A

If your firm is certified by the DSBSD as a small business/small diverse business, provide your certification number and the date of certification):

Certification number: N/A

Certification Date: N/A

Small Business Subsets (check all that apply):

Micro _____
 Women-Owned _____
 Minority-Owned _____
 Service Disabled Veteran-Owned _____

Section B

Populate the table below to show your firm's plans for utilization of **DSBSD-certified Small/Small Diverse Businesses** in the performance of this Contract for the initial contract period. Include plans to utilize Small/Small Diverse Businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in a determination that Contractor/Consultant is in breach of the Contract.

(a)	(b)	(c)	(d)	(e)	(f)	(g)
SUBCONTRACTOR NAME/ADDRESS	DSBSD CERTIFICATION NO. <i>(for small business certification)</i>	ADDITIONAL DSBSD CERTIFICATIONS or STATUS (e.g., micro (MIC), women-owned (W), minority-owned (M), service disabled veteran-owned (SDV))	OTHER CERTIFICATION S (can be local, state or federal) [OPTIONAL] ¹	DESCRIPTION OF WORK	PLANNED CONTRACT INVOLVEMENT (%)	ESTIMATED SPEND (\$) <i>Applicable to fixed price contracts only</i>
Floura Teeter Landscape Architects, Inc. 1001 N Charles St., Ste 500, Baltimore, MD 21201	5410	MIC W	DBE/WBE	Landscape architecture	0.09201%	
Quinn Consulting Services Inc. 14160 Newbrook Dr., Suite 220, Chantilly, VA 20151	626289	W	WOSB DBE/WBE	Highway & bridge quality control	0.59829%	

Precision Measurements, Inc. 770 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452	5346	W	WOBS DBE/WBE	Survey	0.06757%	
Siva Corrosion Services, Inc. 1020 Dogwood Ln, West Chester, PA 19382	981	MIC M	DBE/MBE	Corrosion analysis	0.07433%	
Precon Marine Incorporated 1401 Precon Dr, Ste 102, Chesapeake, VA 23320	813583	n/a	n/a	Pipe pile material supplier	0.17976%	
The Robert B Balter Company 18 Music Fair Rd, Owings Mills, MD 21117	682560	MIC	n/a	Drillers	0.06903%	
New Form Building Systems, Inc. 90 Heritage Pard Rd., Suite 2, Bucksport, ME 04416	674697	W	DBE/WBE, 8(a), EDWOSB, WOSB	P/C Inlets, Manholes, Endwall supplier	0.01311%	
Mohawk Bridge & Iron, Inc. 3901 Curtis Ave, Suite A, Curtis Bay, MD 21226	724874	M	DBE/MBE	Rebar supplier	0.70936%	
Mohawk Bridge & Iron, Inc. 3901 Curtis Ave, Suite A, Curtis Bay, MD 21226	724874	M	DBE/MBE	Rebar installation	0.46922%	
Tavares Concrete Co., Inc. 8000 Cinder Bed Rd., Lorton, VA 22079	626436	M	n/a	Concrete Paving – Curb/Gutter/ Sidewalk	0.04729%	
Firvida Construction Corporation 18139 Triangle	695400	M	DBE/MBE	Stone Veneer Sub	1.79166%	

Shopping Plz., Suite 203., Dumfries, VA 22026						
Nasir and Associates LLC 4 Nashua Ct Suite 17, Essex, MD 21221	681514	M	DBE/MBE	Temporary steel materials	0.50521%	
FinCite Group LLC 11900 N La Canada Dr, Box 69955, Oro Valley, AZ 85737	722259	M	DBE/MBE	Crane mat supplier	0.07730%	
Strong Women Industrial Materials LLC 14 Hadco Rd., Wilmington, DE 19804	828717	W	DBE/WBE	H-Pile material supplier	0.15679%	
La Terre Enterprises, Inc. 25471 Vance Rd., Chantilly, VA 20152	667016	n/a	n/a	On-site trucking	0.38341%	
New Form Building Systems, Inc. 90 Heritage Pard Rd., Suite 2, Bucksport, ME 04416	674697	W	DBE/WBE, 8(a), EDWOSB, WOSB	Reinf concrete pipe material	0.01120%	
Interlock Steelworkers Inc. 2703 Back Acre Circle, Mount Airy, MD 21771	626263	M	DBE/MBE	Fab structural steel railroad bridge	7.34857%	
Tegeler Source LLC 1900 Finishing Mill Rd, Ste 100, Sparrows Point, MD 21219	803100	W	DBE/WBE	Pipe pile material supplier	1.73974%	
Strong Women Industrial Materials LLC 14 Hadco Rd., Wilmington, DE 19804	828717	W	DBE/WBE	Sheet pile material supplier	0.17261%	

Tegeler Source LLC 1900 Finishing Mill Rd, Ste 100, Sparrows Point, MD 21219	803100	W	DBE/WBE	MSE wall material supplier	0.03086%	
A-Annandale, Inc. 30 Baron Park Rd, Fredericksburg, VA 22404	10032	n/a	n/a	Line painting sub	0.01578%	
Tegeler Source LLC 1900 Finishing Mill Rd, Ste 100, Sparrows Point, MD 21219	803100	W	DBE/WBE	Welded wire wall & accessories	0.01144%	
Tegeler Source LLC 1900 Finishing Mill Rd, Ste 100, Sparrows Point, MD 21219	803100	W	DBE/WBE	Bearing material	0.13810%	
Nasir and Associates LLC 4 Nashua Ct Suite 17, Essex, MD 21221	681514	M	DBE/MBE	Temporary shoring materials	0.07954%	
Seaward Marine Corp 602 Ford Dr, Norfolk, VA 23523	674169	n/a	n/a	Marine equipment	0.12531%	

Section C

Populate the table below to show your firm's plans for utilization of **DSBSD-certified Women-Owned Businesses and DSBD-certified Minority-Owned Businesses (i.e., any SWaM business not certified as Small and already listed in Section B)** in the performance of this Contract for the initial contract period. Firms which hold DSBSD status as a **Service-Disabled Veteran-Owned Business** should also be listed in this Section C. Include plans to utilize Women-Owned Businesses, Minority-Owned Businesses, and Service-Disabled Veteran-Owned Businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in a determination that Contractor/Consultant is in breach of the Contract.

(a)	(b)	(c)	(d)	(e)	(f)	(g)
SUBCONTRACTOR NAME/ADDRESS	DSBSD CERTIFICATION NO. (for all other SWaM certifications other than small)	DSBSD CERTIFICATION / STATUS DESCRIPTION (e.g., women-owned (W), minority-owned (M), service disabled veteran-owned (SDV))	OTHER CERTIFICATIONS (can be local, state or federal) [OPTIONAL] ²	DESCRIPTION OF WORK	PLANNED CONTRACT INVOLVEMENT (%)	ESTIMATED SPEND (\$) <i>Applicable to fixed price contracts only</i>
Froehling & Robertson Inc. 3015 Dumbarton Rd, Richmond, VA 23228	649650	M	n/a	Drillers	0.11217%	
Sunrise Safety Services, Inc. 6711 Bay Meadow Dr., Ste D, Glen Burnie, MD 21060	704986	WBE		Maintenance & protection of traffic sub	0.11116%	
Sunrise Safety Services, Inc. 6711 Bay Meadow Dr., Ste D, Glen Burnie, MD 21060	704986	WBE		Maintenance & protection of traffic supplier	0.02851%	
Concrete Mixes Inc. 100 M St SE, Washington DC 20003	670057	DBE/MBE		Concrete supplier	0.86156%	
D.W. Kozera Inc. 1408 Bare Hills Ave, #200, Baltimore MD 21209	5950425	WBE		Pile Dynamic Testing	0.03661%	
Sunrise Safety Services, Inc. 6711 Bay Meadow Dr., Ste D, Glen Burnie, MD 21060	704986	WBE		Signage Sub	0.00558%	

Offeror Name: Long Bridge Rail Partners

Preparer Name: Katie Banks

Date: October 11, 2024

***Attach additional sheets as necessary

EXHIBIT U – APPROVED DBE UTILIZATION PLAN (FORM PD 50B)

FORM E

DBE UTILIZATION PLAN **(VPRA Procurement Form PD 50B)**

Part I

DBE FULFILLMENT BY PRIME CONTRACTOR/CONSULTANT

To be completed ONLY by Bidders/Offerors that are certified as a DBE by DSBSD/MWAA at time of bid/proposal submittal and which intend to fulfill the contract goal through work to be performed with its own forces:

DSBSD/MWAA Certification number: N/A

Certification Date: N/A

Part II

DBE SUBCONTRACTOR/SUPPLIER UTILIZATION

NAME OF DBE FIRM	DSBSD / MWAA CERT. NO.	OTHER DSBSD CERTIFICATIONS / DESIGNATIONS (e.g., micro, small, women- owned, minority-owned, service disabled veteran- owned)	FUNCTION (e.g., subcontractor, supplier, manufacturer, service provider, broker)	DESCRIPTION OF WORK	PLANNED CONTRACT INVOLVEMENT (%)	ESTIMATED SPEND (\$) <i>Applicable to fixed price contracts only</i>
Sunrise Safety Services, Inc. 6711 Bay Meadow Dr., Ste D, Glen Burnie, MD 21060	704986	MBE/WBE	Subcontractor	Maintenance & protection of traffic sub	0.11116%	
Sunrise Safety Services, Inc. 6711 Bay Meadow Dr., Ste D, Glen Burnie, MD 21060	704986	WBE	Supplier	Maintenance & protection of traffic supplier	0.02851%	
Concrete Mixes Inc.	670057	DBE/MBE	Supplier	Concrete supplier	0.86156%	

100 M St SE, Washington DC 20003						
D.W. Kozera Inc. 1408 Bare Hills Ave, #200, Baltimore MD 21209	5950425	WBE	Subcontractor	Pile Dynamic Testing	0.03661%	
Froehling & Robertson Inc. 3015 Dumbarton Rd, Richmond, VA 23228	649650	M	Subcontractor	Drillers	0.11217%	
Sunrise Safety Services, Inc. 6711 Bay Meadow Dr., Ste D, Glen Burnie, MD 21060	704986	WBE	Subcontractor	Signage Sub	0.00558%	

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

**EXHIBIT V – MONTHLY SMALL AND DIVERSE BUSINESS SUBCONTRACTING UTILIZATION
REPORT
(FORM PD 61)**



MONTHLY SMALL AND DIVERSE BUSINESS UTILIZATION REPORT

Project

Reporting Period (M/Y)

Prime Contractor Name

Contact Name

Phone Number

Email

Date Submitted

Subcontractor Name	Tax ID No.	Description of Work Provided	Payments to Qualifying Small Businesses (1)	Payments to other DSBSD/MWAA Certified Firms (2)	Payments to other small or diverse businesses not certified by DSBSD or MWAA (3) [OPTIONAL]	TOTALS

Attach additional pages if necessary

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.

Signature

Title

Notes:

- (1) Denotes firms which are certified as a "small businesses," by the Department of Small Business and Supplier Diversity (DSBSD) and which are identified the approved Small Business Subcontracting Plan (Form PD 60)
- (2) Denotes firms which are not certified as a "small business," by DSBSD but which hold other certifications or status from either DSBSD or the Metropolitan Washington Airports Authority (MWAA) (i.e., women-owned (W), minority-owned (M), service disabled veteran-owned (SDV), or disadvantaged business enterprise (DBE)). Please include classification code along with payment information.
- (3) Denotes firms which are not certified by DSBSD or MWAA, but which are otherwise certified as a small or diverse business by another certifying body. Please include a description of the certification along with payment information.

EXHIBIT W – MONTHLY DBE PARTICIPATION REPORT (FORM PD 51)



MONTHLY DBE PARTICIPATION REPORT

For Internal Use:

Reviewed by, _____

Dated: _____

Contract Id. No.:

Check Here if Final Report [☐]

Contractor/Consultant:	Reporting Period (Month/Year):	Report No.:
Contact:	Email:	Phone:

All Contractors making payments to DBE subcontractors/subconsultants/suppliers, regardless of their tier, are required to complete and submit this form each time payments are made to a DBE subcontractors/subconsultant/supplier during the previous thirty-day payment period of the Contract.

NAME OF CERTIFIED DBE FIRM (Subcontractor/Subconsultant/Supplier)	DBE FIRM'S FEDERAL TAX ID NUMBER	DATE OF PAYMENT (To DBE)	AMOUNT PAID THIS MONTH (To DBE)	AMOUNT PAID TO DATE (To DBE)	ACTUAL DBE UTILIZATION TO DATE (%)	DBE UTILIZATION AS LISTED ON FORM PD 50B (%)

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.

Signature	Title
Date	

EXHIBIT X – COST BREAKDOWN STRUCTURE

Level	Level Description	Level ID	Level ID Description	Notes
Level 1	Project	R02A	Long Bridge Project	
Level 2	Contract Package	N	Contract Package North	Long Bridge in Washington D.C.
		S	Contract Package South	Long Bridge and Bike/Ped Bridge
Level 3	Project Phase	PD	Project Development	Including, but not limited to, feasibility study, environmental impact study, preliminary design (15%, 30%)
		EN	Engineering	Including, but not limited to, PD updates, environmental works and permits, subsurface exploration, survey, final design (60% to IFC design) for civil, guideway, track, and roadway
		RW	Right-of-Way	Including, but not limited to, Right-of-Way acquisition activities
		CS	Construction	Including, but not limited to, early utility relocations, design support during construction, fabrication, material delivery, installation, commissioning, and testing
		PM	Program Management	Including, but not limited to, VPRA PM, CSXT PM, PMSS
		UC	Unallocated Contingency	Including, but not limited to, unallocated contingency
Level 4	Element	T	Guideway/Track	Including, but not limited to, at-grade guideway and track, at-grade track special track, at-grade track crossings, bridges, flyover, storm drainage pipes and structures, utility relocation, storm water management systems, systems signal, communication
		R	Roadway	Including, but not limited to, roadways and associated site improvements
		Z	Project Wide	Including, but not limited to, payment and performance bonds, legal, permits, review fees, general and administrative expenses, and profit, hazardous material removal/mitigation, VPRA PM, CSXT PM, PMSS
Level 5	Sub-Element	AGT	At-grade Guideway/Track	Including, but not limited to, at-grade subgrade and tracks, at-grade special tracks, at-grade crossings, site retaining walls, site utilities, signal, and communication
		ELT	Elevated Guideway/Track	Including, but not limited to, aerial structures and tracks, special tracks, walkways, railings, signal, and communication
		PBB	Pedestrian/Bike Bridge	Including, but not limited to, concrete structure, structural steel framing and decking, railings, finishes, mechanical, electrical, and plumbing
		SWM	Storm Water Management System (SWM)	Including, but not limited to, culvert pipe extensions, storm water pipes and structures, at-grade SWMs including landscaping
		RDW	Wayside Roadway	Including, but not limited to, roadway paving, other access roads paving, curb and gutters, median barriers, pavement marking, traffic signals and signs
		TFS	Temporary Facilities and Services	Including, but not limited to, temporary facilities and structures, supervision, QA/QC, safety, MOT, staging and layover areas, and survey
		ZPW	Project Wide Items	Including, but not limited to, final design, general conditions, demolition, hauling, and utility relocation, payment and performance bonds, insurances, legal, permits, review fees, general and administrative expenses, and profit, hazardous material removal/mitigation, VPRA PM, CSXT PM, PMSS
Level 6	CSI Division	01	General Requirements	Including, but not limited to, final design, start-up, bond, supervision, QA/QC, safety, MOT, staging, survey
		02	Existing Conditions	Including, but not limited to, clearing and grubbing, grading, erosion control, site demolition

		03	Concrete	Including, but not limited to, cast in place, precast concrete
		05	Metals	Including, but not limited to, structural steel, steel framing, miscellaneous metal, fences, gates, and handrails
		06	Wood, Plastics, and Composites	Including, but not limited to, station and buildings wood and plastics
		10	Specialties	Including, but not limited to, station signs, parking lot signs, roadway signs, and track signs and markers
		26	Electrical	Including, but not limited to, electrical equipment and wiring, station and site lighting and power distribution, testing, and commissioning, power supply, central control
		27	Communications	Including, but not limited to, fiber optic, public announcement
		31	Earthwork	Including, but not limited to, clearing and grubbing, excavation and backfill, grading, structural for retaining wall foundation, abutments, drilled piles and shaft foundations
		32	Exterior Improvements	Including, but not limited to, site retaining wall, concrete sidewalk, fences and rails, site furnishing, bus canopies and wind screens, asphalt and concrete paving, and landscaping
		33	Utilities	Including, but not limited to, station and site utilities, power, track drainage, storm water management facilities, site grounding
		34	Transportation	Including, but not limited to, track sub-ballast, ballast, rails, ties, other track materials (OTM), switches, turnouts, crossovers, bumping posts, median barriers, and traffic signal
		35	Waterway and Marine	Including, but not limited to, cofferdams, fender systems, and marine support
Level 7	CSI Sub-Division	B01	Base Scope CSI Sub-Division work items	
		C01	Change Order CSI Sub-Division work items	

Long Bridge South Package
Cost Breakdown Structure (CBS)

No	CBS Code	CBS Description	Budgeted Cost (\$)	Actual Cost to Previous Period (\$)	Actual Cost for Current Period (\$)	Actual Cost to Current Period (\$)	Actual Cost to Current Period (%)
1	R02A.S.EN.Z.ZPW.01.B04.80.02	Project final design through IFC					
2	R02A.S.CS.Z.ZPW.01.B03.40.08	Project mobilization					
3	R02A.S.CS.Z.ZPW.02.B01.40.02	Project wide early utility relocation before construction NTP					
4	R02A.S.CS.Z.ZPW.02.B02.40.01	Project wide demolition, clearing, hauling, and disposal					
5	R02A.S.CS.Z.ZPW.02.B03.40.02	Project wide utility removal, protection, and relocation during construction					
6	R02A.S.CS.T.TFS.01.B01.40.08	Project wide survey, temporary facilities, staging and laydown areas					
7	R02A.S.CS.T.TFS.01.B02.40.08	Project wide safety, MOT, contractor QC					
8	R02A.S.CS.T.TFS.01.B03.40.08	Project wide construction administration and management					
9	R02A.S.CS.Z.ZPW.01.B01.40.08	Project wide payment and performance bond, insurance					
10	R02A.S.CS.Z.ZPW.01.B02.40.08	Project wide legal, permits, review fees					
11	R02A.S.CS.Z.ZPW.02.B05.40.03	Project wide hazardous material removal/mitigation					
12	R02A.S.CS.Z.ZPW.02.B06.40.04	Project wide environmental mitigation					
13	R02A.S.CS.T.AGT.31.B01.10.08	At-grade guideway fill concrete retaining wall structure excavation, SOE, and backfill					
14	R02A.S.CS.T.AGT.03.B01.10.08	At-grade guideway fill concrete retaining wall piles and foundations					
15	R02A.S.CS.T.AGT.03.B02.10.08	At-grade guideway fill concrete retaining wall footing and stem wall					
16	R02A.S.CS.T.AGT.03.B03.10.08	At-grade guideway fill concrete retaining wall architecture finishes					
17	R02A.S.CS.T.AGT.31.B02.10.08	At-grade guideway cut retaining wall structure excavation, SOE, and backfill					
18	R02A.S.CS.T.AGT.03.B04.10.08	At-grade guideway cut retaining wall drilled shafts and foundations					
19	R02A.S.CS.T.AGT.03.B05.10.08	At-grade guideway cut retaining wall piles and lagging					
20	R02A.S.CS.T.AGT.31.B03.40.05	At-grade guideway concrete crash wall structure excavation, SOE, and backfill					
21	R02A.S.CS.T.AGT.03.B06.40.05	At-grade guideway concrete crash wall piles and foundations					
22	R02A.S.CS.T.AGT.03.B07.40.05	At-grade guideway concrete crash wall footing and stem wall					
23	R02A.S.CS.T.AGT.31.B04.10.08	At-grade ballast track excavation, backfill, grading					
24	R02A.S.CS.T.AGT.33.B01.10.08	At-grade ballast track drainage system					
25	R02A.S.CS.T.AGT.34.B01.10.11	At-grade ballast track subballast/preballast/ballast					
26	R02A.S.CS.T.AGT.34.B02.10.11	At-grade ballast track wood/concrete ties					
27	R02A.S.CS.T.AGT.34.B03.10.11	At-grade ballast track running rails and guard rails					
28	R02A.S.CS.T.AGT.10.B01.10.08	At-grade ballast track signage and markers					
29	R02A.S.CS.T.AGT.32.B01.10.08	At-grade guideway chain link fences and gates					
30	R02A.S.CS.T.AGT.32.B02.40.06	At-grade guideway landscape, trail, and access road					
31	R02A.S.CS.T.AGT.33.B02.40.02	At-grade guideway wet utilities					
32	R02A.S.CS.T.AGT.33.B03.40.02	At-grade guideway dry utilities					
33	R02A.S.CS.T.AGT.26.B02.40.06	At-grade guideway lighting and fixtures, power including low voltage and grounding					

No	CBS Code	CBS Description	Budgeted Cost (\$)	Actual Cost to Previous Period (\$)	Actual Cost for Current Period (\$)	Actual Cost to Current Period (\$)	Actual Cost to Current Period (%)
34	R02A.S.CS.T.ELT.31.B01.10.04	Elevated guideway concrete pier structural excavation, SOE, and backfill					
35	R02A.S.CS.T.ELT.31.B02.10.04	Elevated guideway concrete pier piles and drilled shafts					
36	R02A.S.CS.T.ELT.03.B01.10.04	Elevated guideway concrete pier pile caps and footings					
37	R02A.S.CS.T.ELT.03.B02.10.04	Elevated guideway concrete pier columns					
38	R02A.S.CS.T.ELT.03.B03.10.04	Elevated guideway concrete pier caps					
39	R02A.S.CS.T.ELT.31.B03.10.04	Elevated guideway abutment structural excavation, SOE, and backfill					
40	R02A.S.CS.T.ELT.31.B04.10.04	Elevated guideway abutment piles, drilled shafts					
41	R02A.S.CS.T.ELT.03.B04.10.04	Elevated guideway abutment footings and pile caps					
42	R02A.S.CS.T.ELT.03.B05.10.04	Elevated guideway abutment concrete walls and slope protection					
43	R02A.S.CS.T.ELT.35.B01.10.04	Potomac River cofferdams, drilled shaft access platforms, access trestle, fender system, marine support					
44	R02A.S.CS.T.ELT.05.B01.10.04	Elevated guideway structural steel superstructure					
45	R02A.S.CS.T.ELT.05.B02.10.04	Elevated guideway hand rails, fences, and miscellaneous steel					
46	R02A.S.CS.T.ELT.32.B01.10.04	Elevated guideway deck and walkway					
47	R02A.S.CS.T.ELT.32.B02.10.04	Elevated guideway approach slab					
48	R02A.S.CS.T.ELT.03.B06.10.04	Elevated guideway concrete parapet					
49	R02A.S.CS.T.ELT.33.B01.10.04	Elevated guideway concrete utility duckbank					
50	R02A.S.CS.T.ELT.33.B02.10.04	Elevated guideway deck drainage pipe					
52	R02A.S.CS.T.PBB.31.B01.10.04	Bike-Ped Bridge structure excavation and SOE for foundations					
53	R02A.S.CS.T.PBB.03.B01.40.06	Bike-Ped Bridge pier piles, drilled shafts					
54	R02A.S.CS.T.PBB.03.B02.40.06	Bike-Ped Bridge pier pile caps, footings					
55	R02A.S.CS.T.PBB.03.B03.40.06	Bike-Ped Bridge pier columns					
56	R02A.S.CS.T.PBB.03.B04.40.06	Bike-Ped Bridge pier column caps					
57	R02A.S.CS.T.PBB.32.B01.40.06	Bike-Ped Bridge concrete deck and walkway					
58	R02A.S.CS.T.PBB.05.B01.40.06	Bike-Ped Bridge steel truss					
59	R02A.S.CS.T.PBB.05.B02.40.06	Bike-Ped Bridge rub rails and misc. steel					
60	R02A.S.CS.T.PBB.03.B05.40.06	Bike-Ped Bridge ramps and stairs					
61	R02A.S.CS.T.PBB.26.B01.40.06	Bike-Ped Bridge lighting and fixtures, power including low voltage and grounding					
61	R02A.S.CS.T.SWM.33.B01.40.02	Guideway stormwater management facility, RCP culvert extension					
62	R02A.S.CS.R.RDW.32.B06.40.07	Roadway concrete flatwork					
63	R02A.S.CS.R.RDW.32.B01.40.07	Roadway full-depth asphalt paving					
64	R02A.S.CS.R.RDW.32.B02.40.07	Roadway milling and overlay asphalt paving					
65	R02A.S.CS.R.RDW.32.B03.40.07	Roadway pavement marking					
66	R02A.S.CS.R.RDW.10.B01.40.07	Roadway traffic control and signage					
67	R02A.S.CS.R.RDW.32.B04.40.07	Roadway concrete median barrier, guardrail, delineators					
68	R02A.S.CS.R.RDW.32.B05.40.07	Roadway road traffic signal modification and addition					
Grand Total							

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7						
Project ID	Contract ID	Phase ID	Element ID	Sub-Element ID	CSI ID	CSI Sub-Division ID	WBS CSI Sub-Division Description	SCC Code	WBS Code	CBS Code	RESP	Discipline
R02A	S	PD	Z	ZPW	01	B01	Project development, feasibility and environmental studies, NEPA clearance	80.01	R02A.S.PD.Z.ZPW.01.B01	R02A.S.PD.Z.ZPW.01.B01.80.01	VPRA	ZPW
R02A	S	PD	Z	ZPW	01	B02	Project development, preliminary design	80.01	R02A.S.PD.Z.ZPW.01.B02	R02A.S.PD.Z.ZPW.01.B02.80.01	VPRA	ZPW
R02A	S	EN	Z	ZPW	01	B01	Project engineering, NEPA reevaluation and PE updates	80.02	R02A.S.EN.Z.ZPW.01.B01	R02A.S.EN.Z.ZPW.01.B01.80.02	VPRA	ZPW
R02A	S	EN	Z	ZPW	01	B02	Project engineering, environmental works, permits	80.02	R02A.S.EN.Z.ZPW.01.B02	R02A.S.EN.Z.ZPW.01.B02.80.02	VPRA	ZPW
R02A	S	EN	Z	ZPW	01	B04	Project final design through IFC	80.02	R02A.S.EN.Z.ZPW.01.B04	R02A.S.EN.Z.ZPW.01.B04.80.02	Design Builder	ZPW
R02A	S	RW	Z	ZPW	01	B01	Project Right-of-Way acquisition	60.01	R02A.S.RW.Z.ZPW.01.B01	R02A.S.RW.Z.ZPW.01.B01.60.01	VPRA	ZPW
R02A	S	PM	Z	ZPW	01	B01	Engineering activities - VPRA management	80.02	R02A.S.PM.Z.ZPW.01.B01	R02A.S.PM.Z.ZPW.01.B01.80.02	VPRA	ZPW
R02A	S	PM	Z	ZPW	01	B02	Engineering activities - CSXT management	80.02	R02A.S.PM.Z.ZPW.01.B02	R02A.S.PM.Z.ZPW.01.B02.80.02	CSXT	ZPW
R02A	S	PM	Z	ZPW	01	B03	Project Management for Design and Construction - VPRA management	80.03	R02A.S.PM.Z.ZPW.01.B03	R02A.S.PM.Z.ZPW.01.B03.80.03	VPRA	ZPW
R02A	S	PM	Z	ZPW	01	B05	Construction Administration & Management - VPRA management	80.04	R02A.S.PM.Z.ZPW.01.B05	R02A.S.PM.Z.ZPW.01.B05.80.04	VPRA	ZPW
R02A	S	PM	Z	ZPW	01	B06	Project management, construction management, engineering support, and flagging during Construction - CSXT management	80.04	R02A.S.PM.Z.ZPW.01.B06	R02A.S.PM.Z.ZPW.01.B06.80.04	CSXT	ZPW
R02A	S	PM	Z	ZPW	01	B07	Professional Liability and other Non-Construction Insurance	80.05	R02A.S.PM.Z.ZPW.01.B07	R02A.S.PM.Z.ZPW.01.B07.80.05	VPRA	ZPW
R02A	S	PM	Z	ZPW	01	B08	Legal; Permits; Review Fees by other agencies, cities, etc.	80.06	R02A.S.PM.Z.ZPW.01.B08	R02A.S.PM.Z.ZPW.01.B08.80.06	VPRA	ZPW
R02A	S	PM	Z	ZPW	01	B09	Surveys, Testing, Investigation, Inspection	80.07	R02A.S.PM.Z.ZPW.01.B09	R02A.S.PM.Z.ZPW.01.B09.80.07	VPRA	ZPW
R02A	S	UC	Z	ZPW	01	B01	Unallocated Contingency	90.00	R02A.S.UC.Z.ZPW.01.B01	R02A.S.UC.Z.ZPW.01.B01.90	VPRA	ZPW
R02A	S	CS	Z	ZPW	01	B03	Project mobilization	40.08	R02A.S.CS.Z.ZPW.01.B03	R02A.S.CS.Z.ZPW.01.B03.40.08	Design Builder	ZPW
R02A	S	CS	Z	ZPW	02	B01	Project wide early utility relocation before construction NTP	40.02	R02A.S.CS.Z.ZPW.02.B01	R02A.S.CS.Z.ZPW.02.B01.40.02	Design Builder	ZPW
R02A	S	CS	Z	ZPW	02	B02	Project wide demolition, clearing, hauling, and disposal	40.01	R02A.S.CS.Z.ZPW.02.B02	R02A.S.CS.Z.ZPW.02.B02.40.01	Design Builder	ZPW
R02A	S	CS	Z	ZPW	02	B03	Project wide utility removal, protection, and relocation during construction	40.02	R02A.S.CS.Z.ZPW.02.B03	R02A.S.CS.Z.ZPW.02.B03.40.02	Design Builder	ZPW
R02A	S	CS	T	TFS	01	B01	Project wide survey, temporary facilities, staging and laydown areas	40.08	R02A.S.CS.T.TFS.01.B01	R02A.S.CS.T.TFS.01.B01.40.08	Design Builder	ZPW
R02A	S	CS	T	TFS	01	B02	Project wide safety, MOT, contractor QC	40.08	R02A.S.CS.T.TFS.01.B02	R02A.S.CS.T.TFS.01.B02.40.08	Design Builder	ZPW
R02A	S	CS	T	TFS	01	B03	Project wide construction administration and management	40.08	R02A.S.CS.T.TFS.01.B03	R02A.S.CS.T.TFS.01.B03.40.08	Design Builder	ZPW
R02A	S	CS	Z	ZPW	01	B01	Project wide payment and performance bond, insurance	40.08	R02A.S.CS.Z.ZPW.01.B01	R02A.S.CS.Z.ZPW.01.B01.40.08	Design Builder	ZPW
R02A	S	CS	Z	ZPW	01	B02	Project wide legal, permits, review fees	40.08	R02A.S.CS.Z.ZPW.01.B02	R02A.S.CS.Z.ZPW.01.B02.40.08	Design Builder	ZPW
R02A	S	CS	Z	ZPW	02	B05	Project wide hazardous material removal/mitigation	40.03	R02A.S.CS.Z.ZPW.02.B05	R02A.S.CS.Z.ZPW.02.B05.40.03	Design Builder	ZPW
R02A	S	CS	Z	ZPW	02	B06	Project wide environmental mitigation	40.04	R02A.S.CS.Z.ZPW.02.B06	R02A.S.CS.Z.ZPW.02.B06.40.04	Design Builder	ZPW
R02A	S	CS	T	AGT	31	B01	At-grade guideway fill concrete retaining wall structure excavation, SOE, and backfill	10.08	R02A.S.CS.T.AGT.31.B01	R02A.S.CS.T.AGT.31.B01.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	03	B01	At-grade guideway fill concrete retaining wall piles and foundations	10.08	R02A.S.CS.T.AGT.03.B01	R02A.S.CS.T.AGT.03.B01.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	03	B02	At-grade guideway fill concrete retaining wall footing and stem wall	10.08	R02A.S.CS.T.AGT.03.B02	R02A.S.CS.T.AGT.03.B02.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	03	B03	At-grade guideway fill concrete retaining wall architecture finishes	10.08	R02A.S.CS.T.AGT.03.B03	R02A.S.CS.T.AGT.03.B03.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	31	B02	At-grade guideway cut retaining wall structure excavation, SOE, and backfill	10.08	R02A.S.CS.T.AGT.31.B02	R02A.S.CS.T.AGT.31.B02.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	03	B04	At-grade guideway cut retaining wall drilled shafts and foundations	10.08	R02A.S.CS.T.AGT.03.B04	R02A.S.CS.T.AGT.03.B04.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	03	B05	At-grade guideway cut retaining wall piles and lagging	10.08	R02A.S.CS.T.AGT.03.B05	R02A.S.CS.T.AGT.03.B05.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	31	B03	At-grade guideway concrete crash wall structure excavation, SOE, and backfill	40.05	R02A.S.CS.T.AGT.31.B03	R02A.S.CS.T.AGT.31.B03.40.05	Design Builder	Civil
R02A	S	CS	T	AGT	03	B06	At-grade guideway concrete crash wall piles and foundations	40.05	R02A.S.CS.T.AGT.03.B06	R02A.S.CS.T.AGT.03.B06.40.05	Design Builder	Civil
R02A	S	CS	T	AGT	03	B07	At-grade guideway concrete crash wall footing and stem wall	40.05	R02A.S.CS.T.AGT.03.B07	R02A.S.CS.T.AGT.03.B07.40.05	Design Builder	Civil

R02A	S	CS	T	AGT	31	B04	At-grade ballast track excavation, backfill, grading	10.08	R02A.S.CS.T.AGT.31.B04	R02A.S.CS.T.AGT.31.B04.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	33	B01	At-grade ballast track drainage system	10.08	R02A.S.CS.T.AGT.33.B01	R02A.S.CS.T.AGT.33.B01.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	34	B01	At-grade ballast track subballast/preballast/ballast	10.11	R02A.S.CS.T.AGT.34.B01	R02A.S.CS.T.AGT.34.B01.10.11	Design Builder	Track
R02A	S	CS	T	AGT	34	B02	At-grade ballast track wood/concrete ties	10.11	R02A.S.CS.T.AGT.34.B02	R02A.S.CS.T.AGT.34.B02.10.11	Design Builder	Track
R02A	S	CS	T	AGT	34	B03	At-grade ballast track running rails and guard rails	10.11	R02A.S.CS.T.AGT.34.B03	R02A.S.CS.T.AGT.34.B03.10.11	Design Builder	Track
R02A	S	CS	T	AGT	10	B01	At-grade ballast track signage and markers	10.08	R02A.S.CS.T.AGT.10.B01	R02A.S.CS.T.AGT.10.B01.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	32	B01	At-grade guideway chain link fences and gates	10.08	R02A.S.CS.T.AGT.32.B01	R02A.S.CS.T.AGT.32.B01.10.08	Design Builder	Civil
R02A	S	CS	T	AGT	34	B04	At-grade ballast track existing track removal, realignment, and cutover	10.11	R02A.S.CS.T.AGT.34.B04	R02A.S.CS.T.AGT.34.B04.10.11	CSXT	Track
R02A	S	CS	T	AGT	34	B05	At-grade ballast track special track including switches, turnouts, crossovers, and appurtenances	10.12	R02A.S.CS.T.AGT.34.B05	R02A.S.CS.T.AGT.34.B05.10.12	CSXT	Track
R02A	S	CS	T	AGT	27	B01	At-grade guideway signal and communication system	50.01	R02A.S.CS.T.AGT.27.B01	R02A.S.CS.T.AGT.27.B01.50.01	CSXT	Systems
R02A	S	CS	T	AGT	32	B02	At-grade guideway landscape, trail, and access road	40.06	R02A.S.CS.T.AGT.32.B02	R02A.S.CS.T.AGT.32.B02.40.06	Design Builder	Civil
R02A	S	CS	T	AGT	33	B02	At-grade guideway wet utilities	40.02	R02A.S.CS.T.AGT.33.B02	R02A.S.CS.T.AGT.33.B02.40.02	Design Builder	Civil
R02A	S	CS	T	AGT	33	B03	At-grade guideway dry utilities	40.02	R02A.S.CS.T.AGT.33.B03	R02A.S.CS.T.AGT.33.B03.40.02	Design Builder	Civil
R02A	S	CS	T	AGT	26	B02	At-grade guideway lighting and fixtures, power including low voltage and grounding	40.06	R02A.S.CS.T.AGT.26.B02	R02A.S.CS.T.AGT.26.B02.40.06	Design Builder	Civil
R02A	S	CS	T	ELT	31	B01	Elevated guideway concrete pier structural excavation, SOE, and backfill	10.04	R02A.S.CS.T.ELT.31.B01	R02A.S.CS.T.ELT.31.B01.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	31	B02	Elevated guideway concrete pier piles and drilled shafts	10.04	R02A.S.CS.T.ELT.31.B02	R02A.S.CS.T.ELT.31.B02.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	03	B01	Elevated guideway concrete pier pile caps and footings	10.04	R02A.S.CS.T.ELT.03.B01	R02A.S.CS.T.ELT.03.B01.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	03	B02	Elevated guideway concrete pier columns	10.04	R02A.S.CS.T.ELT.03.B02	R02A.S.CS.T.ELT.03.B02.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	03	B03	Elevated guideway concrete pier caps	10.04	R02A.S.CS.T.ELT.03.B03	R02A.S.CS.T.ELT.03.B03.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	31	B03	Elevated guideway abutment structural excavation, SOE, and backfill	10.04	R02A.S.CS.T.ELT.31.B03	R02A.S.CS.T.ELT.31.B03.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	31	B04	Elevated guideway abutment piles, drilled shafts	10.04	R02A.S.CS.T.ELT.31.B04	R02A.S.CS.T.ELT.31.B04.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	03	B04	Elevated guideway abutment footings and pile caps	10.04	R02A.S.CS.T.ELT.03.B04	R02A.S.CS.T.ELT.03.B04.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	03	B05	Elevated guideway abutment concrete walls and slope protection	10.04	R02A.S.CS.T.ELT.03.B05	R02A.S.CS.T.ELT.03.B05.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	35	B01	Potomac River cofferdams, drilled shaft access platforms, access trestle, fender system, marine support	10.04	R02A.S.CS.T.ELT.35.B01	R02A.S.CS.T.ELT.35.B01.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	05	B01	Elevated guideway structural steel superstructure	10.04	R02A.S.CS.T.ELT.05.B01	R02A.S.CS.T.ELT.05.B01.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	05	B02	Elevated guideway hand rails, fences, and miscellaneous steel	10.04	R02A.S.CS.T.ELT.05.B02	R02A.S.CS.T.ELT.05.B02.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	32	B01	Elevated guideway deck and walkway	10.04	R02A.S.CS.T.ELT.32.B01	R02A.S.CS.T.ELT.32.B01.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	32	B02	Elevated guideway approach slab	10.04	R02A.S.CS.T.ELT.32.B02	R02A.S.CS.T.ELT.32.B02.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	03	B06	Elevated guideway concrete parapet	10.04	R02A.S.CS.T.ELT.03.B06	R02A.S.CS.T.ELT.03.B06.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	33	B01	Elevated guideway concrete utility duckbank	10.04	R02A.S.CS.T.ELT.33.B01	R02A.S.CS.T.ELT.33.B01.10.04	Design Builder	Structure
R02A	S	CS	T	ELT	33	B02	Elevated guideway deck drainage pipe	10.04	R02A.S.CS.T.ELT.33.B02	R02A.S.CS.T.ELT.33.B02.10.04	Design Builder	Structure
R02A	S	CS	T	PBB	31	B01	Bike-Ped Bridge structure excavation and SOE for foundations	10.04	R02A.S.CS.T.PBB.31.B01	R02A.S.CS.T.PBB.31.B01.10.04	Design Builder	Structure
R02A	S	CS	T	PBB	03	B01	Bike-Ped Bridge pier piles, drilled shafts	40.06	R02A.S.CS.T.PBB.03.B01	R02A.S.CS.T.PBB.03.B01.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	03	B02	Bike-Ped Bridge pier pile caps, footings	40.06	R02A.S.CS.T.PBB.03.B02	R02A.S.CS.T.PBB.03.B02.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	03	B03	Bike-Ped Bridge pier columns	40.06	R02A.S.CS.T.PBB.03.B03	R02A.S.CS.T.PBB.03.B03.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	03	B04	Bike-Ped Bridge pier column caps	40.06	R02A.S.CS.T.PBB.03.B04	R02A.S.CS.T.PBB.03.B04.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	32	B01	Bike-Ped Bridge concrete deck and walkway	40.06	R02A.S.CS.T.PBB.32.B01	R02A.S.CS.T.PBB.32.B01.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	05	B01	Bike-Ped Bridge steel truss	40.06	R02A.S.CS.T.PBB.05.B01	R02A.S.CS.T.PBB.05.B01.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	05	B02	Bike-Ped Bridge rub rails and misc. steel	40.06	R02A.S.CS.T.PBB.05.B02	R02A.S.CS.T.PBB.05.B02.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	03	B05	Bike-Ped Bridge ramps and stairs	40.06	R02A.S.CS.T.PBB.03.B05	R02A.S.CS.T.PBB.03.B05.40.06	Design Builder	Structure
R02A	S	CS	T	PBB	26	B01	Bike-Ped Bridge lighting and fixtures, power including low voltage and grounding	40.06	R02A.S.CS.T.PBB.26.B01	R02A.S.CS.T.PBB.26.B01.40.06	Design Builder	Structure
R02A	S	CS	T	SWM	33	B01	Guideway stormwater management facility, RCP culvert extension	40.02	R02A.S.CS.T.SWM.33.B01	R02A.S.CS.T.SWM.33.B01.40.02	Design Builder	Civil
R02A	S	CS	R	RDW	32	B06	Roadway concrete flatwork	40.07	R02A.S.CS.R.RDW.32.B06	R02A.S.CS.R.RDW.32.B06.40.07	Design Builder	Civil
R02A	S	CS	R	RDW	32	B01	Roadway full-depth asphalt paving	40.07	R02A.S.CS.R.RDW.32.B01	R02A.S.CS.R.RDW.32.B01.40.07	Design Builder	Civil
R02A	S	CS	R	RDW	32	B02	Roadway milling and overlay asphalt paving	40.07	R02A.S.CS.R.RDW.32.B02	R02A.S.CS.R.RDW.32.B02.40.07	Design Builder	Civil
R02A	S	CS	R	RDW	32	B03	Roadway pavement marking	40.07	R02A.S.CS.R.RDW.32.B03	R02A.S.CS.R.RDW.32.B03.40.07	Design Builder	Civil
R02A	S	CS	R	RDW	10	B01	Roadway traffic control and signage	40.07	R02A.S.CS.R.RDW.10.B01	R02A.S.CS.R.RDW.10.B01.40.07	Design Builder	Civil

R02A	S	CS	R	RDW	32	B04	Roadway concrete median barrier, guardrail, delineators	40.07	R02A.S.CS.R.RDW.32.B04	R02A.S.CS.R.RDW.32.B04.40.07	Design Builder	Civil
R02A	S	CS	R	RDW	32	B05	Roadway road traffic signal modification and addition	40.07	R02A.S.CS.R.RDW.32.B05	R02A.S.CS.R.RDW.32.B05.40.07	Design Builder	Civil

EXHIBIT Y – DDOT MEMORANDUM OF AGREEMENT

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE DISTRICT DEPARTMENT OF TRANSPORTATION
AND
THE VIRGINIA PASSENGER RAIL AUTHORITY
FOR
COORDINATION ON THE LONG BRIDGE PROJECT**

RECITALS

WHEREAS, VPRA was established by Chapter 1230 of the 2020 Acts of Assembly to promote, sustain, and expand the availability of passenger and commuter rail service in Virginia and to implement all capital expansion projects, infrastructure, and land acquisitions related to rail expansion in Virginia; and

WHEREAS, the existing Long Bridge is a strategically important transportation asset critical to the operation of trains by CSX Transportation Inc., Virginia Railway Express, and the National Railroad Passenger Corporation; and

WHEREAS, VPRA is leading the design and construction of railroad improvements and other related improvements, and the realignment of existing railroad tracks, to expand the railroad corridor from two tracks to four tracks between Rosslyn interlocking (MP 110.1) near Long Bridge Park in Arlington County, Virginia, and L'Enfant interlocking (MP 111.5) near 10th Street, S.W. in the District of Columbia (such project the "**Long Bridge Project**" and the railroad corridor between such interlockings the "**Long Bridge Corridor**"), including the construction of a new railroad bridge (the "**New Rail Bridge**") across the Potomac River; and

WHEREAS, the Federal Railroad Administration ("**FRA**"), jointly with DDOT and Virginia Department of Rail and Public Transportation ("**DRPT**"), and in cooperation with the National Park Service ("**NPS**"), signed a Combined Final Environmental Impact Statement ("**FEIS**" and which term is, for the avoidance of doubt, inclusive of the corresponding Draft Environmental Impact Statement), Final Section 4(f) Evaluation, and Record of Decision ("**ROD**") in August of 2020; and

WHEREAS, the purpose and need of the FEIS and ROD was to provide additional long-term railroad capacity and to improve the reliability of railroad service through the Long Bridge Corridor (currently, there is insufficient capacity, resiliency, and redundancy to accommodate the projected demand in future railroad services); and

WHEREAS, construction of the New Rail Bridge will provide additional long-term railroad capacity and improve the reliability of railroad service through the Long Bridge Corridor; and

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WHEREAS, pursuant to Section 2.3.1 of the FEIS and ROD, the 4(f) mitigation proposed for the use of NPS lands during the Long Bridge Project is the construction of an independent bridge dedicated solely for pedestrian and bicyclist use (the “**Bike and Ped Bridge**”), which will also cross the Potomac River and must be constructed as part of the Long Bridge Project; and

WHEREAS, the FEIS and ROD contain certain assumptions, one of which is that DDOT is the owner of Interstate 395 (“**I-395**”) within the Long Bridge Project limits, however, the portion of I-395 running through East and West Potomac Park (the “**I-395 Park Segment**”) remains in the inventory of NPS, necessitating a special use permit for entry; and

WHEREAS, NPS and DDOT have agreed to undertake a transfer of jurisdiction (“**TOJ**”) for the I-395 Park Segment, and DDOT is currently in the process of completing the survey work needed for the TOJ; and

WHEREAS, the District of Columbia, in support of the Bike and Ped Bridge, in its Fiscal Year 2025 Local Budget Act of 2024 (D.C. Act 25-501), transmitted to Congress on August 6, 2024, allocated capital funding for the Bike and Ped Bridge in the amount of fifty-one million, seven hundred thousand dollars (\$51,700,000) in future years associated with project number LMXLBC and facility name “Long Bridge Pedestrian and Bicycle Connection” (the “**District-Supplied Funding**”); and

WHEREAS, the District of Columbia will use a portion of the District-Supplied Funding for its own costs in support of the Bike and Ped Bridge (the “**District Costs**”); and

WHEREAS, DDOT has agreed to review and approve (i) the design of the Bike and Ped Bridge and (ii) any work in the DDOT right-of-way, and (iii) any work impacting the I-395 Park Segment (including prior to the completion of the TOJ); and

WHEREAS, VPRA acknowledges that if the Long Bridge Project commences before the TOJ is complete, and access is needed to the I-395 Park Segment, then VPRA will need to obtain special use permits or other land rights from NPS; and

WHEREAS, VPRA also agrees that if the TOJ is completed before VPRA obtains special use permits or other land rights from NPS, once the TOJ is complete, VPRA will need to obtain a public space permit from DDOT for the relevant Long Bridge Project assets; and

WHEREAS, the parties desire to enter into this agreement to memorialize the cooperation on the design and construction of the Long Bridge Project, and transfer of the Bike and Ped Bridge from VPRA to DDOT after construction.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

A. DEFINITIONS. Capitalized terms used but not otherwise defined herein shall have their normal and customary meanings. Capitalized terms used in this agreement and not otherwise defined in the recitals or body provisions hereof shall have the following definitions.

a. **“Bike and Ped Bridge Best Practices”** shall mean:

- i. Reinforcement: reinforcement for concrete deck, approach slab, curbs, diaphragms, abutments and piers shall conform to AASHTO M 334M/M 334-17 *Standard Specification for Uncoated, Corrosion-Resistant, Deformed and Plain Chromium Alloyed, Billet-Steel Bars for Concrete Reinforcement and Dowels*, UNS* Designations: K81550 (Alloy Type 1035 CS steel with a minimum chromium content of 9.2%) or S24100 (VDOT Type 1);
- ii. Concrete Mix Design: new DDOT standard concrete mix (expected to be issued as final in 2024, with a draft to be provided by DDOT to VPRA) to be used for the bridge deck, all other components shall meet DDOT standard concrete mix designs;
- iii. Structural Steel Paint: structural steel paint system shall meet the requirement of the DDOT Standard Specifications;
- iv. Abutments Joint Details: eliminate bridge deck joints by using deck extensions similar to the VDOT detail;
- v. Deck Joint Details (Strip Seals): deck joints shall be strip seals (compression seals shall not be used);
- vi. Deck Joint Details (Link Slabs): minimize joints over piers by eliminating every other joint by using link slabs (link slabs are required to include stainless steel reinforcement to eliminate risk of corrosion due to link slab rotations); and
- vii. Curbs: metal plate curb dams shall not be used, rather, a full concrete curb upstand shall be provided to direct drainage.

b. **“Bike and Ped Bridge Minimum Standards”** shall mean the minimum design standards applicable to the Bike and Ped Bridge required to:

- i. comply with published DDOT Standards and Specifications;

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- ii. comply with DDOT's demonstrable standard practices on DDOT-led and DDOT-funded projects (even if not required by DDOT's published Standards and Specifications);
- iii. implement the Bike and Ped Bridge Best Practices;
- iv. comply with applicable law and regulations;
- v. ensure the Bike and Ped Bridge is safe for users, including compliance with Titles I and II of the Americans with Disabilities Act, 42 USC §§ 12101, *et seq.*; and
- vi. implement Life Cycle Design Changes;

provided, however, that with respect to (i) and (ii) above, the applicable and governing versions of those standards shall be the standards at 30% design, provided further that if construction does not begin on or before December 31, 2028, then the design standards at that time shall apply.

- c. **"Life Cycle Design Change"** shall mean a design change proposed by DDOT with respect to the Bike and Ped Bridge to facilitate reasonable economy of operations and ease of maintenance of the Bike and Ped Bridge, *provided, however,* that VPRA will have no duty to incorporate any Life Cycle Design Change if any of the following is true: (i) the incorporation of such Life Cycle Design Change would likely result in the aggregate cost to incorporate all Life Cycle Design Changes to exceed two percent (2%) of the cost estimate (measured by the firm price provided by VPRA's design-builder) to design and construct the Bike and Ped Bridge, (ii) DDOT proposes the Life Cycle Design Change after DDOT's review opportunity to comment with respect to the 90% design, or (iii) the Life Cycle Design Change has a negative impact on the Rail Critical Path.
- d. **"Rail Critical Path"** shall mean the longest sequence of interdependent activities or tasks identified in a construction schedule that must be completed for the New Rail Bridge to be open for passenger rail traffic.

B. VPRA ROLES AND RESPONSIBILITIES. VPRA agrees to do the following:

- 1. use its best efforts to obtain funding in addition to the District-Supplied Funding for the implementation of the Bike and Ped Bridge;
- 2. manage the implementation of the Bike and Ped Bridge as described in the FEIS and ROD;
- 3. obtain all governmental approvals and permits necessary and proper for the implementation of the Bike and Ped Bridge;

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4. procure the design and construction of the Bike and Ped Bridge in accordance with this agreement;
5. for any assets or property that DDOT will own, operate, and maintain after construction of the Long Bridge Project (inclusive of the I-395 Park Segment and the Bike and Ped Bridge) and for components of the Long Bridge Project that will impact the public space (*e.g.*, rail bridges over public space), VPRA shall:
 - a. transmit to DDOT for review and comment relevant design submittals,
 - b. allow DDOT to undertake supplemental compliance inspections during construction,
 - c. include DDOT inspectors in construction progress meetings held between VPRA and third-party contractors,
 - d. transmit monthly to DDOT reports and other construction documentation to verify compliance and other efforts related to ongoing construction activities (including but not limited to schedule updates, material testing reports, material approvals, requests for information (RFI), non-conformance reports, delivery tickets, quality management plans, inspector daily reports, documentation of field design changes, material certifications including Buy America, systems testing reports), and
 - e. transmit weekly to DDOT weekly progress reports and two week look-ahead schedule;
6. provide to DDOT for its concurrence each proposed alternative technical concept impacting the Bike and Ped Bridge prior to VPRA accepting and incorporating such alternative technical concept.
7. act as lead for the Bike and Ped Bridge reviews, and implementation of approved mitigation;
8. use DDOT's customary permit submission portals to submit any required DDOT permit applications related to the Long Bridge Project;
9. acquire all permits and authorizations needed for construction, maintenance, and operation of the Bike and Ped Bridge, including, for the avoidance of doubt, any such permits and authorization from NPS, Arlington County, VA, the State of Virginia, the District government, the federal government, and any other governmental body; and
10. acquire all property interests needed for the long-term operation and maintenance of the Bike and Ped Bridge, including, for the avoidance of doubt, any such property interests from NPS, Arlington County, VA, the State of Virginia, the federal government, and any other governmental body.

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C. DDOT ROLES AND RESPONSIBILITIES. DDOT agrees to the following:

1. with respect to the Long Bridge Project, endeavor to timely (i) review and process any permit applications submitted to DDOT, (ii) issue such permits upon satisfaction of applicable conditions, and (iii) conduct any DDOT inspections of the construction work, in all cases with the goal of avoiding or minimizing negative schedule impacts arising from delays of any such reviews, issuances, or inspections;
2. implement a design review and approval process for the Bike and Ped Bridge, which ensures such design meets the Bike and Ped Minimum Standards;
3. for any (i) assets or property that DDOT will own, operate, and maintain after construction of the Long Bridge Project (inclusive of the I-395 Park Segment and the Bike and Ped Bridge), or (ii) components of the Long Bridge Project that will impact the public space (*e.g.*, rail bridges over public space), DDOT will have the right (but not the duty) to:
 - a. receive, review, and comment on relevant design submittals, provided that, no design reviews conducted by DDOT under this agreement shall be construed to shift professional or other liability for such design to DDOT,
 - b. conduct supplemental compliance inspections during construction, provided that, no inspections conducted by DDOT under this agreement shall be construed to shift liability for the inspected work to DDOT, and provided further that, DDOT shall conduct such inspections in coordination with the third-party that is in control of the relevant site, and may conduct such inspections randomly, and VPRA shall require its contractor(s) provide access to the work area,
 - c. require DDOT inspectors to attend construction progress meetings held between VPRA and third-party contractors, and
 - d. receive reports and other construction documentation required under Section B.5.d above from VPRA to verify compliance and other efforts related to ongoing construction activities;
4. make available to VPRA the District-Supplied Funding for the Bike and Ped Bridge, subject to the conditions of this agreement;
5. accept District of Columbia ownership of the Bike and Ped Bridge subject to the conditions of this agreement;
6. provide support to the Long Bridge Project including, but not limited to, permit review for elements located in DDOT's public space; and

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7. provide VPRA one or more public space permits necessary to construct, maintain, and operate the Long Bridge Project assets within the DDOT public space.

D. ONGOING OVERALL COORDINATION. With respect to the Long Bridge Project in its entirety, the parties will:

1. coordinate with one another in good faith on construction schedules, maintenance of traffic, construction access, and public outreach with respect to the Long Bridge Project and other overlapping or nearby DDOT-led projects;
2. upon request by the other party, share available information relating to any third-party rights (*e.g.*, utilities) relevant to components of the Long Bridge Project work;
3. engage in the following ongoing coordination groups at intervals agreed by the parties:
 - a. the parties' technical teams to meet to address engineering and other technical issues;
 - b. the parties' planning and legislative teams to meet to advance funding opportunities and/or legislative initiatives;
 - c. the parties' executive level staff to meet to review the progress of the Long Bridge Project;
 - d. the parties' public outreach staffs to meet to coordinate communications and other public outreach related to street and road closures in the District of Columbia, along with other construction updates; and
 - e. the parties' legal and real property teams to collaborate with respect to the development of plats, deed forms, and other documents related to the transfer of real property from NPS to VPRA pursuant to the Long Bridge Act of 2020 (Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1447, 1507 (December 27, 2020)), certain of which real property rights will be transferred to DDOT, subject to the conditions of this agreement, in support of the long-term ownership, maintenance, and operation of the Bike and Ped Bridge.

E. DISTRICT FUNDING.

1. Reimbursements. Subject to the conditions of this agreement, DDOT shall make available to VPRA the District-Supplied Funding, less the District Costs, in support of the Bike and Ped Bridge. DDOT shall make payments to VPRA up to the amount of the District-Supplied Funding on a reimbursable, cost-incurred basis and after the submission by VPRA to DDOT of a request for reimbursement that documents

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the costs VPRA incurred on the construction of the Bike and Ped Bridge that are chargeable to DDOT and that includes complete documentation of the costs incurred, including invoices and proofs of payment. VPRA shall submit a request for reimbursement within fifteen (15) days after the end of each calendar quarter. DDOT shall use reasonable efforts to make payment to VPRA within sixty (60) calendar days after receiving a complete request for reimbursement.

2. Overrun Risk. DDOT shall provide to VPRA an amount up to the District-Supplied Funding amount without bearing the risk of cost overruns related to the Bike and Ped Bridge, or the reward of cost savings related to the Bike and Ped Bridge.
3. District Costs; Non-Binding District Costs Estimate. DDOT will apply the District-Supplied Funding to cover the District Costs. Following execution of this agreement, VPRA shall provide to DDOT information necessary so that DDOT is able to develop a non-binding, good faith estimate of the District Costs throughout the life of the Long Bridge Project (the “**Non-Binding District Costs Estimate**”). Thereafter, if at any time DDOT reasonably believes that the actual District Costs will be greater than Non-Binding District Costs Estimate, then DDOT shall notify VPRA in writing as soon as practicable, and the parties will meet and confer within thirty (30) days after such notice to review and agree upon the anticipated additional amount of District Costs. If agreement cannot be reached on the District Costs, then DDOT shall have the right, in its sole discretion, to stop work under this agreement.

F. TRANSFER OF BIKE AND PED BRIDGE TO DDOT.

1. Notice of Substantial Completion. Once VPRA believes construction of the Bike and Ped Bridge has advanced to the point where it can be opened for use by the public, VPRA shall provide written notice of substantial completion to DDOT. For clarity, nothing in this agreement shall be construed to obligate VPRA to open the Bike and Ped Bridge for use by the public prior to transferring title to the Bike and Ped Bridge to DDOT. Within ten (10) calendar days after VPRA delivers such notice, the parties will conduct a joint inspection of the Bike and Ped Bridge and VPRA shall provide to DDOT a list of work that does not conform to the construction specifications (the “**Punch List**”). In conjunction with such inspection, VPRA shall make available to DDOT documentation supporting the close out of any deficiencies identified through DDOT inspector daily reports and non-conformance reports issued during construction.
2. Conditions for Substantial Completion. To be considered substantially complete, the following shall be true with respect to the Bike and Ped Bridge:
 - a. all bicycle and pedestrian lanes shall be in their final configuration and available for normal operations and safe use;
 - b. all major safety features are installed and functional;

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- c. all required lighting for normal and safe use and operation is installed and functional;
 - d. all required signage and pavement markings for normal and safe use are installed and functional;
 - e. the need for temporary traffic controls or lane closures at any time has ceased (other than for routine maintenance or to complete Punch List items);
 - f. VPRA has otherwise caused the completion of the Bike and Ped Bridge in accordance with all applicable requirements, and it is in a physical condition such that it can be used for normal and safe pedestrian, bicycle, and permitted vehicular travel at all points of entry and exit, subject only to Punch List items;
 - g. all utilities, if any, have been installed and accepted by the applicable utility company; and
 - h. VPRA has provided a bridge load rating to DDOT with respect to the Bike and Ped Bridge.
- 3. DDOT Verification of Substantial Completion. Within fifteen (15) business days after conducting the joint inspection, DDOT shall either provide to VPRA a written certificate of substantial completion, or a written notice that substantial completion has not been achieved, noting the deficiencies. Thereafter, the process shall be repeated until DDOT issues a certificate of substantial completion.
- 4. Notice of Final Completion. Once VPRA believes all Punch List items have been completed, it shall provide written notice of final completion to DDOT.
- 5. Conditions for Final Completion. To be considered finally complete, the following shall be true with respect to the Bike and Ped Bridge:
 - a. VPRA has achieved substantial completion;
 - b. VPRA has removed all construction material, construction equipment, and construction refuse from the Bike and Ped Bridge;
 - c. VPRA has completed all Punch List work; and
 - d. VPRA has delivered to DDOT as-built plans stamped by a professional engineer.

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6. DDOT Verification of Final Completion. Within fifteen (15) business days after receiving VPRA's written notice of final completion, DDOT shall either provide to VPRA a written certificate of final completion, or a written notice that final completion has not been achieved, noting the deficiencies. Thereafter, the process shall be repeated until DDOT issues a certificate of final completion.
7. Additional Conditions Prior to Transfer. Even after DDOT has issued a certificate of final completion, the Bike and Ped Bridge will not be transferred by VPRA to DDOT unless:
 - a. VPRA has transferred all transferable warranties to DDOT with respect to the Bike and Ped Bridge;
 - b. the Bike and Ped Bridge has gone through the process such that it is eligible to be added to the public space in accordance with District of Columbia law and regulation; and
 - c. .VPRA has obtained all permits, authorizations, and property interests referred to in Section B.9 and B.10, above.
8. Transfer of Title. Upon achieving final completion with respect to the Bike and Ped Bridge, and upon satisfaction of the additional conditions listed in Section F.7. above, the parties shall enter into one or more mutually agreeable instruments transferring title of the Bike and Ped Bridge from VPRA to DDOT and transferring any permits, authorizations, and property interests referred to in Section B.9 and B.10, above, or rights thereunder, needed to allow for DDOT's maintenance and operation of the Bike and Ped Bridge. Such instruments shall be in a form acceptable to DDOT and shall, at a minimum, provide sufficient rights, in DDOT's sole discretion, to re-construct, operate, and maintain the Bike and Ped Bridge together with unrestricted access to DDOT for the long-term operation and maintenance of the Bike and Ped Bridge and emergency access. To the extent VPRA is unable to deliver instruments in a form or with sufficient interest acceptable to DDOT or DDOT stops work under Section E.3. above, then DDOT's sole remedy under this agreement shall be refusal to accept title to the Bike and Ped Bridge. The right to operate and duty to maintain the Bike and Ped Bridge will only shift to DDOT when (i) DDOT agrees to accept the Bike and Ped Bridge, and (ii) upon the recordation of the documents transferring title. After the Bike and Ped Bridge is transferred to DDOT, DDOT shall operate and maintain the Bike and Ped Bridge at its own cost and expense, and VPRA shall have no continuing duties with respect to the Bike and Ped Bridge, except that VPRA shall, upon request of DDOT,

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enforce any non-transferable warranties during the relevant warranty periods, for the benefit of DDOT with respect to the Bike and Ped Bridge.

G. NOTICES.

Notices and other communications required or permitted under this agreement shall be in writing and delivered via email, sent by recognized overnight delivery service, or by certified or registered mail, postage prepaid with return receipt requested. All notices shall be addressed as follows:

If to DDOT:

District Department of Transportation
Government of the District of Columbia
250 M Street, SE
Washington, DC 20003
Attention: Acting Director
Email: sharon.kershbaum@dc.gov

District Department of Transportation
Government of the District of Columbia
250 M Street, SE, Suite 633
Washington, DC 20003
Attention: Chief Engineer
Email: richard.kenney@dc.gov

District Department of Transportation
Government of the District of Columbia
250 M Street, SE
Washington, DC 20003
Attention: General Counsel
Email: Frank.Seales@dc.gov

If to VPRA:

Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, Virginia 23219
Attention: Executive Director
Email: dj.stadtler@vpra.virginia.gov

Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, Virginia 23219
Attention: Chief Operating Officer
Email: michael.mclaughlin@vpra.virginia.gov

Virginia Passenger Rail Authority

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919 East Main Street, Suite 2400
Richmond, Virginia 2319
Attention: General Counsel
Email: michael.westermann@vpra.virginia.gov

H. DISPUTE RESOLUTION.

1. The parties will promptly attempt in good faith to resolve any controversy or claim arising out of or relating to this agreement.
2. As the first level of dispute resolution, the Chief Engineer of the Infrastructure Project Management Administration of DDOT and the Chief Operating Officer of the VPRA or their designee shall resolve all adjustments and disputes arising from services performed under this agreement.
3. If the dispute cannot be resolved at the first level, the Director of DDOT and the Executive Director of the VPRA shall resolve all adjustments and disputes arising from services performed under this agreement.
4. If a mutually satisfactory resolution cannot be achieved in the manner described above, the parties retain all rights to pursue actions available under law.

I. TERMINATION

The parties may terminate this agreement in whole or in part by giving ninety (90) days' notice to the other party based on any of the following grounds:

1. lack of a Congressionally approved budget;
2. insufficient funding to implement the Long Bridge Project;
3. changes in applicable law which renders impossible the ability of either party to perform its obligation hereunder;
4. where compliance with this agreement would violate state, federal, and/or District of Columbia laws or regulations; and
5. where compliance with this agreement would violate the Anti-Deficiency Act.

J. GENERAL TERMS AND CONDITIONS.

1. Incorporation of Recitals. The recitals are hereby incorporated by this reference into this agreement and made a part hereof.
2. Independent Agency. It is agreed that the relationship between the parties to this agreement is that of independent agencies. Nothing contained herein shall be

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- interpreted or construed to mean that any party is acting as an employee, employer, partner, or joint venture of or with any of the other parties. All persons performing services which are to be performed by one party will at all times be under the exclusive direction and control of that party and will be employees or agents of that party and not employees or agents of any other party.
3. Laws, General Powers; Immunity. DDOT is subject to all laws governing federal and District of Columbia procurements and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated. Nothing in the agreement shall be construed as in any way impairing the general powers of the District of Columbia, nor shall it be construed in any way to waive the sovereign immunity of VPRA or the Commonwealth of Virginia.
 4. Representations and Warranties
The parties warrant and represent that:
 - a. each party has full power and authority to enter into and perform this agreement;
 - b. the execution, delivery, and performance of this agreement by each party has been duly authorized by all requisite governmental action; and
 - c. this agreement has been executed and delivered by each party's duly authorized official.
 5. Sole Agreement. This agreement constitutes the entire understanding between DDOT and VPRA with respect to the subject matter hereof. This agreement supersedes any and all previous agreements, commitments, and understandings between the parties, whether oral or written, and neither DDOT nor VPRA has relied on or will rely on any representation of the other except to the extent set forth herein. This agreement may not be modified except by way of a writing signed by duly authorized representatives of DDOT and VPRA.
 6. Severability. If any provisions of this agreement or the application of any provision to any person or circumstance is held invalid, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected unless the provisions held invalid shall impair substantially the benefits of the remaining portions of this agreement.
 7. Authority. The authority for DDOT to enter into this agreement is 23 CFR 646 Subpart B: Railroad – Highway Projects, D.C. Official Code 50-921.02(f)(1)(B). The authority for VPRA to enter into this agreement is Va. Code Ann. § 33.2-292(9) (2021). Nothing in this agreement shall be construed as limiting or affecting the legal authority of the parties or requiring the parties to perform beyond their respective authority. Nothing in

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this agreement shall be deemed to bind any party to expend funds in excess of available appropriations and allocations.


8. Anti-Deficiency Limitations. The obligations of DDOT to fulfill financial obligations pursuant to this agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.) ((i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this agreement shall create an obligation of DDOT in anticipation of an appropriation by Congress for such purpose, and DDOT’s legal liability for the payment of the any agreed upon contribution or other charges pursuant to the terms of this agreement shall not arise or vest in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. This agreement shall not constitute an indebtedness of the District of Columbia, nor shall it constitute an obligation for which the District of Columbia is obligated to levy or pledge any form of taxation or for which the District of Columbia has levied or pledged any form of taxation. No District of Columbia official or employee is authorized to obligate or expend any amount under this agreement unless such amount has been appropriated by act of Congress and is lawfully available.
9. VPRA Appropriation and Allocation. The parties acknowledge and agree that all financial obligations of VPRA are subject to appropriations by the General Assembly, approval by the VPRA Board, and in some cases, allocation by the Commonwealth Transportation Board.
10. Counterparts. This agreement may be executed in triplicate and with multiple counterparts, all of which when taken together shall constitute one and the same instrument.
11. Rule Against Perpetuities. If any provision of this agreement shall be interpreted to constitute a violation of the Rule Against Perpetuities as statutorily enacted in the District of Columbia, such provision shall be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 118th Congress of the United States, plus twenty-one (21) years thereafter.

The parties have caused this agreement to be executed, each by its duly authorized officers.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

DISTRICT DEPARTMENT OF TRANSPORTATION

By: _____

Name: **SHARON KERSHBAUM**

Title: **ACTING DIRECTOR**

Date: 9/16/2024

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____

DocuSigned by:
C0D69C9037AD424...

Name: **DJ STADTLER**

Title: **EXECUTIVE DIRECTOR**

Date: 9/16/2024

[SIGNATURE PAGE TO MOA BETWEEN DDOT AND VPRA FOR COORDINATION ON THE LONG BRIDGE PROJECT]

EXHIBIT Z – SPECIAL PROVISION REGARDING PARTICIPATION IN THE U.S. DEPARTMENT OF LABOR’S OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS MEGA CONSTRUCTION PROJECT PROGRAM (SP10)

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. Through the program, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and helps to build partnerships between the project sponsor, prime contractor, subcontractors, and relevant stakeholders. OFCCP engagement can provide immediate impact on contractor and subcontractor recruitment and hiring the construction trades and can help build robust applicant pools that include talented workers from underrepresented backgrounds

Federally assisted contractors and subcontractors are required to participate in the Mega Construction Project Program whenever a project has been designated for inclusion in the program by the OFCCP. Projects eligible for designation as Megaprojects are valued at \$35 million or more in funding, some part of which must be federal funding, and are expected to last for at least one year.

The Project has been designated as a Megaproject by the OFCCP. Federal financial assistance furnished in support of the Project obligates Design-Builder and any of its Subcontractors to participate in the Mega Construction Project Program and to fulfill the program obligations throughout the duration of the Agreement. Details regarding Mega Construction Project Program and the obligations of contractors and subcontractors thereunder can be obtained at the OFCCP’s website <https://www.dol.gov/agencies/ofccp/Mega-Construction-Project-Program> or by calling OFCCP’s Customer Service Desk at 1-800-397-6251.

Design-Builder shall flow down the terms of this Special Provision in any subcontractor agreements issued on the Project.