



# COMMONWEALTH of VIRGINIA

## *Virginia Passenger Rail Authority*

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Tiffany Robinson  
Chairperson

### **RESOLUTION OF THE VIRGINIA PASSENGER RAIL AUTHORITY BOARD**

**January 16, 2025**

#### **MOTION**

**Made By: John Delandro      Seconded By: Darien Flowers**

**Action: Motion passed, unanimously**

#### **Title: Authority to Execute Project Addendum for Franconia-Lorton Third Track and Railroad Bridges over Newington Road Projects**

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

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

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

**WHEREAS**, the parties have sufficiently advanced the following two CSXT-led projects to the point where the parties are ready to enter into a single corresponding project addendum and to begin construction activities:

- (a) Franconia to Lorton Third Track Project, which constitutes approximately six (6) miles of new third track between milepost CFP 99.0 and milepost CFP 92.3, and
- (b) the Railroad Bridges over Newington Road Project, which constitutes two adjacent two-track bridges over Newington Road and associated track necessary to maintain operations and minimize impacts to train operations between milepost CFP 96.2 and milepost CFP 95.3; and

**WHEREAS**, the parties are currently finalizing the negotiations of such a project addendum; and

**WHEREAS**, pursuant to Table 2 of § 3.4.1 of the VPRA BYLAWS, the Board now desires to authorize the VPRA Executive Director to execute the project addendum once it has been finalized.

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

**EXHIBIT A**

**[SEE ATTACHED DRAFT]**

####

# Project Addendum

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Virginia Passenger Rail Authority  
CSX Transportation, Inc.

**Franconia to Lorton Third Track (R05A)  
Railroad Bridges Over Newington Road (R05C)  
(\*), 2025**



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# 1 DEFINITIONS; PROJECT DESCRIPTION; ROLES; CHANGES

## 1.1 Definitions

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

- 1.1.1 **"90% Plans"** means, collectively, the documents titled *CSX Transportation, Inc. Fairfax County, Virginia Franconia to Lorton Road Third Track Addition Central Zone – Northeast Region RF&P Subdivision MP 91.7 to MP 99.6, Level 4, Volume 1 (Track-Civil), Volume 2 (Environmental), and Volume 3 (Utilities)*, each dated [●].
- 1.1.2 **"99.5 Crossovers"** means the three signal crossovers at milepost CFP 99.5, as defined in amendment no. 1 to the Project PAN dated July 16, 2024.
- 1.1.3 **"Comprehensive Rail Agreement"** means the *Comprehensive Rail Agreement* between the parties dated March 26, 2021.
- 1.1.4 **"Construction Contingency Threshold"** means, with respect to the Project, \$1,000,000.
- 1.1.5 **"CSXT"** means CSX Transportation, Inc., a Virginia corporation.
- 1.1.6 **"DBE"** means a certified disadvantaged business enterprise, as defined under 49 CFR Part 26.
- 1.1.7 **"Early Work"** means any and all construction activities undertaken prior to CSXT's issuance of a notice to proceed to its construction Contractor for the Project (e.g., without limitation, the retirement of Ravensworth Interlocking, vegetation clearing, and utility relocation work) undertaken for the Project and incorporated as Early Work under this Project Addendum..
- 1.1.8 **"FRA"** means the Federal Railroad Administration.
- 1.1.9 **"Master Construction Agreement (CSXT)"** means the *Master Construction Agreement (CSXT)* between the parties dated March 31, 2021.
- 1.1.10 **"Performance Managers Committee"** means the committee of the same name established under Article 12 of the *Joint Operating and Maintenance Agreement* between the Parties dated March 26, 2021.

- 1.1.11 **"Project"** means, collectively, the (i) Franconia to Lorton Third Track Project, which constitutes approximately six (6) miles of new third track between milepost CFP 99.0 and milepost CFP 92.3, and (ii) the Railroad Bridges over Newington Road Project, which constitutes two adjacent 2-track bridges over Newington Road and associated track necessary to maintain operations and minimize impacts to train operations between milepost CFP 96.2 and milepost CFP 95.3, each as defined by the 90% Plans, which 90% Plans will continue to be refined and revised as the Project design progresses.
- 1.1.12 **"Project Addendum"** means this project addendum.
- 1.1.13 **"Project Cost Control Amounts"** means collectively, the Estimated Project Cost, Construction Contingency Reserve, and the Maximum Not To Exceed Amount for the Project, each as defined within the Master Construction Agreement (CSXT).
- 1.1.14 **"Project PAN"** means the *Project Authorization Notice* between the parties for (i) Franconia to Lorton Third Track (R5A), (ii) Railroad Bridges Over Newington Road (R5C), (iii) Railroad Bridges Over Route 1 (R6B), and Limited Design and (iv) Technical Support for Franconia-Springfield Bypass Project (R5B), dated December 1, 2021, as amended. For clarity, the Project PAN governs, *inter alia*, the engineering phase of the Project.
- 1.1.15 **"Ravensworth Interlocking"** means Ravensworth interlocking at milepost CFP 97.3.
- 1.1.16 **"SWaM"** means a business entity that has been certified as a small, women-owned, and/or minority-owned business by the Virginia Department of Small Business and Supplier Diversity, and as those terms are defined under Va. Code § 2.2-1604.
- 1.1.17 **"VDOT"** means the Virginia Department of Transportation.
- 1.1.18 **"VPRA"** means the Virginia Passenger Rail Authority, a political subdivision of the Commonwealth of Virginia.
- 1.1.19 **"VRE"** means the commuter rail services known as the Virginia Railway Express.

1.1.20 **“Work”** means all tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct or incidental, to be performed, and all items tangible and intangible, to be provided by CSXT respecting the Project, including but not limited to the administration of the Project and furnishing of labor, materials, supplies, and equipment associated with such Project.

1.1.21 **“WMATA”** means the Washington Metropolitan Area Transportation Authority.

## **1.2 General Description of Project**

The parties to this Project Addendum are CSXT and VPRA. This Project Addendum is entered into pursuant to (i) the Comprehensive Rail Agreement and (ii) § 3.3 of the Master Construction Agreement (CSXT).<sup>1</sup>

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

The Project consists of two (2) major project elements between milepost CFP 99.0 and milepost CFP 92.3. The two elements are:

- Franconia to Lorton Third Track Project – approximately six miles of third track and retirement of the Ravensworth Interlocking, as well as the creation of a new interlocking inclusive of the 99.5 Crossovers.
- Railroad Bridges over Newington Road Project – two adjacent 2-track bridges over Newington Road and associated track necessary to maintain operations and minimize impacts to train operations between milepost CFP 96.2 and milepost CFP 95.3.

Due to the existing environmental conditions, the Project is subject to permitting through federal, state, and local entities as part of the final design for the Project.

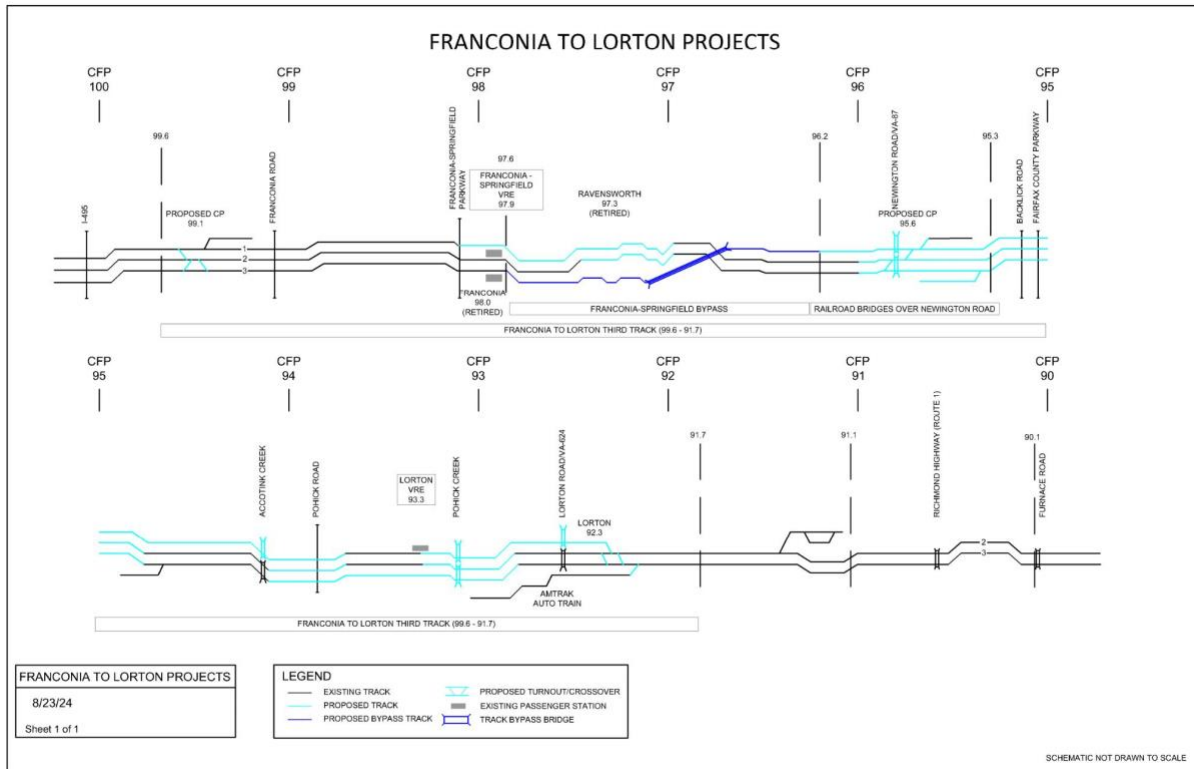
The Project design work will continue to be refined and revised under the Project PAN as such design work is completed. A track one-line schematic depicting the Project based on the 90% Plans is included below.

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<sup>1</sup> CSXT’s original counterparty under both agreements was the Virginia Department of Rail and Public Transportation. However, the agreements were assigned to the VPRA by agreement dated June 28, 2021. Thus, the Parties to this Project Addendum are VPRA and CSXT.



Figure 1



### 1.3 VPRA Role

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

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

- 1.3.1.5 utility coordination and relocations – VPRA will lead all coordination and relocations for the Fairfax County-owned sewer facilities necessary for the Project. VPRA will coordinate with CSXT for all other utility coordination and relocation efforts undertaken by CSXT in accordance with § 1.4.1.4 below;
- 1.3.1.6 Work Schedule – in accordance with § 5.2 of the Master Construction Agreement (CSXT), VPRA will review a CSXT-proposed construction schedule (inclusive of proposed Work Windows), and collaborate with CSXT to establish a baseline Work Schedule, and thereafter VPRA will review each monthly Work Schedule update provided by CSXT during the life of the Project;
- 1.3.1.7 Master Work Schedule – VPRA will develop and maintain a Master Work Schedule in accordance with § 5.2 (a) of the Master Construction Agreement (CSXT), will update Work Schedules for VPRA scope elements, and will import the baseline Work Schedule and each CSXT-provided monthly Work Schedule update into the Master Work Schedule; and
- 1.3.1.8 VPRA will lead coordination with:
  - 1.3.1.8.1 FRA with respect to NEPA clearances and grant funding requirements;
  - 1.3.1.8.2 VRE with respect to VRE service impacts and Franconia-Springfield Station Project property acquisitions and construction scheduling and sequencing coordination;
  - 1.3.1.8.3 Amtrak with respect to design reviews by Amtrak and coordination for signal modifications;
  - 1.3.1.8.4 WMATA with respect to adjacent construction project requirements;
  - 1.3.1.8.5 VDOT with respect to Newington Road impacts and VDOT-sourced Project funding; and
  - 1.3.1.8.6 Fairfax County with respect to stormwater facilities, sewer relocations, and general government relations/communications.
- 1.3.1.9 The parties will collaborate in good faith to develop an optimal and mutually-agreeable plan for Project soil disposal.

- 1.3.2 VPRA Construction-Related Support Activities. CSXT will lead the construction of the Project, with VPRA supporting CSXT with the following construction-related Project activities:
- 1.3.2.1 permitting – See **ATTACHMENT A-1** (*Construction Permitting Plan*) and **ATTACHMENT A-2** (*Environmental Permitting Plan*) for each Party's Project permitting responsibilities, provided that, if any of the permits contemplated by such attachments are not deemed necessary for the Project according to the relevant permitting entity, then neither Party shall be responsible to obtain and maintain such unnecessary permits;
  - 1.3.2.2 environmental mitigations – VPRA will lead efforts to ensure that CSXT and its Contractor incorporate all environmental mitigation requirements related to the Project;
  - 1.3.2.3 compliance support – as part of its efforts under § 9.3(b) of the Master Construction Agreement (CSXT), and subject to that agreement, VPRA will assist CSXT in complying with requirements imposed by Funding Partners that are required by the Master Construction Agreement (CSXT);
  - 1.3.2.4 site access – subject to § 4.2 of the Master Construction Agreement (CSXT), VPRA will have access to the Project site for the purposes set forth in § 4.2 of the Master Construction Agreement (CSXT), specifically including (without limitation) that:
    - 1.3.2.4.1 VPRA will perform field visits to confirm compliance with environmental commitments established in the applicable NEPA Documents and to compare field conditions to CSXT's documentation relating to environmental controls during the life of construction,
    - 1.3.2.4.2 subject to and in accordance with § 4.2 of the Master Construction Agreement (CSXT), and to avoid the need for repetitive notice for those VPRA employees, consultants, and Contractors who regularly observe and monitor the Work, VPRA may coordinate and provide reasonable notice to CSXT for site access as follows: VPRA will provide a list of those individuals who will regularly be on site observing and monitoring the Work to the CSXT Designated Representative. The CSXT Designated Representative will meet and coordinate with those individuals prior to access being permitted to ensure that all safety and security requirements are adhered to while on site;
  - 1.3.2.5 participate in at least monthly Project review meetings (pursuant to § 7.1 of the Master Construction Agreement (CSXT));

- 1.3.2.6 assist CSXT to identify long lead time materials;
  - 1.3.2.7 conduct periodic reviews with respect to Davis Bacon requirements to the extent required by law;
  - 1.3.2.8 quality assurance – VPRA may opt to (but has no duty to) review/audit any quality records provided by CSXT under an approved quality assurance plan;
  - 1.3.2.9 Contractor requests for information – if requested by CSXT, VPRA will support CSXT in its response to Contractors’ requests for information;
  - 1.3.2.10 as-built plans – VPRA will support CSXT with review of the Contractor prepared as-built drawings and construction documents;
  - 1.3.2.11 communications – VPRA will work with CSXT to develop a written communications plan, inclusive of organizational charts and points of contact, that will be utilized for communication among key individuals and organizations during construction; and
  - 1.3.2.12 service planning and service interruption notices – VPRA will participate in Performance Managers Committee meetings and coordinate with Amtrak and the VRE commissions to communicate all service interruptions arising from the Project to public passengers.
- 1.3.3 Rights under Master Construction Agreement (CSXT). This § 1.3 (*VPRA Role*) is meant to supplement the rights and duties of VPRA under the Master Construction Agreement (CSXT), but nothing in this § 1.3 (*VPRA Role*) shall alter such rights and duties.

## **1.4 CSXT Role**

- 1.4.1 CSXT-Led Activities. Except for items allocated to VPRA under the Master Construction Agreement (CSXT) or § 1.3 (*VPRA Role*) of this Project Addendum, CSXT is responsible for all Work identified within the scope of Work and included in the construction cost estimate, to achieve Final Completion of the Project. Absent a letter of no prejudice issued by an authorized VPRA employee, CSXT shall not proceed with any portions of the Work until VPRA has issued a corresponding written notice to proceed. CSXT’s role includes:

- 1.4.1.1 permitting – see **ATTACHMENT A-1** (*Construction Permitting Plan*) and **ATTACHMENT A-2** (*Environmental Permitting Plan*) for each Party’s Project permitting responsibilities, provided that, if any of the permits contemplated by such attachments are not deemed necessary for the Project according to the relevant permitting entity, then neither Party shall be responsible to obtain and maintain such unnecessary permits;
- 1.4.1.2 risk register support – CSXT will reasonably cooperate with VPRA to identify risks associated with construction in connection with the risk register, as developed, maintained, and updated in accordance with § 1.3.1.3, provide input to VPRA in advance of risk workshops, and participate in risk workshops;
- 1.4.1.3 Project safety – CSXT will be responsible for site access and work health and safety policies and procedures;
- 1.4.1.4 utility coordination and relocations – CSXT shall lead all utility coordination and relocations necessary for the Project except for those related to Fairfax County sewer relocations led by VPRA pursuant to § 1.3.1.5 of this Project Addendum; financial responsibility for any utility relocation costs will be handled in accordance with the Comprehensive Rail Agreement<sup>2</sup>, with CSXT coordinating the initial outreach with utility providers;
- 1.4.1.5 Work Schedule – in accordance with § 5.2 of the Master Construction Agreement (CSXT), CSXT will deliver to VPRA a proposed construction schedule, inclusive of proposed Work Windows, and collaborate with VPRA to establish a finalized, baseline Work Schedule. Once the Parties agree on a finalized baseline Work Schedule, CSXT shall provide to VPRA the finalized baseline Work Schedule together with a Project billing forecast. The project billing forecast will be provided for information only and is intended to aid VPRA in understanding the timing of project expenditures and, thus, project billing. After delivery of the finalized baseline Work Schedule, as part of the Project Evaluation Reports, CSXT will deliver to VPRA monthly Work Schedule updates during the life of the Project;

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<sup>2</sup> VPRA entered into a *Master Utility Coordination Agreement* with Centurylink Communications, LLC (also referred to as “Lumen”) dated September 16, 2024. Under this agreement, VPRA will pay Lumen’s relocation costs as a Project expense. Accordingly, VPRA will reimburse CSXT under this Project Addendum for any such relocation activities performed by CSXT or its contractors. For any such work self-performed by Lumen, VPRA will reimburse Lumen directly under the *Master Utility Coordination Agreement*.

- 1.4.1.6 CSXT will provide to VPRA any look-ahead schedules provided to CSXT by its Contractor(s);
- 1.4.1.7 flagging – CSXT will coordinate and supply all flagging resources, subject to availability;
- 1.4.1.8 CSXT-led construction-specific activities:
  - 1.4.1.8.1 quality – CSXT shall develop, or cause to be developed, a construction quality assurance and quality control plan for the Project, and shall ensure all Work has undergone quality review in accordance with such plan, and that all Work meets the Applicable Project Standards;
  - 1.4.1.8.2 reporting – CSXT will provide VPRA monthly Project evaluation reports as required under § 7.2 of the Master Construction Agreement (CSXT);
  - 1.4.1.8.3 summary information – to the extent VPRA requests more frequent reporting than monthly, then CSXT may provide such reports without obligation, and to the extent provided, such reports will be at VPRA's cost;
  - 1.4.1.8.4 as-builts – CSXT will prepare and provide as-built drawings and construction documents to VPRA for review and for record keeping purposes;
- 1.4.1.9 CSXT will perform the following adjacent project coordination:
  - 1.4.1.9.1 CSXT will coordinate with VPRA for the Franconia-Springfield Bypass Project, and with VPRA and the VRE commissions for the Franconia-Springfield Station Project;
  - 1.4.1.9.2 CSXT will coordinate with VPRA and Amtrak for the Lorton Auto Train Station and Site Expansion Project;
- 1.4.1.10 communications – CSXT will work with VPRA to develop a written communications plan, inclusive of organizational charts and points of contact, that will be utilized for communication among key individuals and organizations during construction;

- 1.4.1.11 CSXT will require its Contractor(s) to report DBE usage to VPRA monthly using the form attached as **ATTACHMENT B** (*Monthly DBE Participation Report*); and
- 1.4.1.12 CSXT will require its Contractor(s) to report SWAM usage to VPRA monthly, and may use (but is not required to use) the form attached as **ATTACHMENT E** (*Monthly Small and Diverse Business Utilization Report*) for VPRA's own internal tracking purposes; and
- 1.4.1.13 service planning and service interruption notices – CSXT will submit requests for any required passenger rail service interruptions or slow orders in accordance with the protocols established by the Performance Managers Committee.

1.4.2 **Rights under Master Construction Agreement (CSXT)**. This § 1.4 (*CSXT Role*) is meant to supplement the rights and duties of CSXT under the Master Construction Agreement (CSXT), but nothing in this § 1.4 (*CSXT Role*) shall alter such rights and duties.

## 1.5 Changes to Scope

Changes to the scope will be completed in accordance with §§ 4.4 and 4.5 of the Master Construction Agreement (CSXT). Modifications expected to exceed the Construction Contingency Threshold are subject to the prior approval of VPRA in accordance with § 8.1(c) of the Master Construction Agreement (CSXT).

## 2 FUNDING REQUIREMENTS

### 2.1 Federal Funding Partners

VPRA anticipates receiving federal financial assistance on the Project in the form of a U.S. Department of Transportation (“**USDOT**”) Federal-State Partnership for State of Good Repair (SoGR) grant for the Railroad Bridges over Newington Road, administered by FRA. In addition, VPRA anticipates receiving funding assistance from Amtrak for the Franconia to Lorton Third Track Project. Accordingly, this Project Addendum and any third-party contracts CSXT awards in connection with the Project, are subject to the requirements imposed upon VPRA as a condition of its receipt of such federal and Amtrak financial assistance.

The Parties agree that the attachments noted in Table 2.1 below are incorporated into this Project Addendum, and CSXT will comply with such attachments to the extent required by federal law, and incorporate the requirements of those attachments into any applicable third-party agreements. If CSXT is not reimbursed for work performed under this Project Addendum, or otherwise incurs an adverse impact, due to an alleged failure to comply with any provision of an attachment included in Table 2.1, CSXT reserves the right to challenge such provision as being outside the scope of the requirements of federal or other law. If CSXT is successful in this challenge, CSXT will not be contractually bound to adhere to such provision. Table 2.1 presents

a table of attachments as a convenience only; nothing in Table 2.1 is binding upon the Parties. The obligations of the Parties are expressed in the attachments.

**TABLE 2.1**

<b>ATTACHMENT</b>	<b>APPLICATION TO CSXT UNDER PROJECT ADDENDUM</b>	<b>REQUIRED FLOW DOWNS TO CONTRACTORS FOR THIRD-PARTY PROJECT AGREEMENTS</b>
<b>ATTACHMENT F</b> <i>(Special Terms and Conditions (Federal Railroad Administration Clauses))</i>	<ol style="list-style-type: none"> <li>1. CSXT complies as “Contractor”</li> <li>2. Project Addendum to the Master Construction Agreement (CSXT), as an agreement under the Comprehensive Rail Agreement, constitutes the “Contract”</li> </ol>	<ol style="list-style-type: none"> <li>1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety</li> <li>2. Each contract or subcontract will constitute a discrete “Contract”</li> </ol>
<b>ATTACHMENT G</b> <i>(Standard Federal Equal Opportunity Construction Contract Specifications (Executive Order 11246))</i>	<ol style="list-style-type: none"> <li>1. CSXT complies as “Contractor”</li> <li>2. Project Addendum to the Master Construction Agreement (CSXT), as an agreement under the Comprehensive Rail Agreement, constitutes the “Contract”</li> </ol>	<ol style="list-style-type: none"> <li>1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety</li> <li>2. Each contract or subcontract will constitute a discrete “contract”</li> </ol>
<b>ATTACHMENT H</b> <i>(Build America, Buy America Certification)</i>	CSXT to execute and deliver certificate to VPRA concurrently with Project Addendum execution	CSXT to require Contractors and subcontractors of all tiers to execute and deliver certificate concurrently with proposal/bid submittals



<p><b>ATTACHMENT I</b> (National Railroad Passenger Corporation (Amtrak) Supplementary General Provisions for Construction Contracts)</p>	<ol style="list-style-type: none"> <li>1. CSXT complies as “Contractor”</li> <li>2. Project Addendum to the Master Construction Agreement (CSXT), as an agreement under the Comprehensive Rail Agreement, constitutes the “Contract”</li> </ol>	<ol style="list-style-type: none"> <li>1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety</li> <li>2. Each contract or subcontract will constitute a discrete “Contract”</li> </ol> <p><b>*CSX to execute and require subcontractors of all tiers to execute appendices A and B (lobbying and debarment certificates, respectively)</b></p>
<p><b>ATTACHMENT J</b> (Department of Transportation Federal Railroad Administration Grant Agreement – Attachment 1: General Terms and Conditions; Attachment 2: Project- Specific Terms and Conditions; and Exhibits A-C)</p> <p><b>Note:</b> Attachment 2 to Attachment J is provided in template form here and will be completed at a later date as part of VPRA’s grant approval process with FRA. The Parties will collaborate to ensure the information to be included in Attachment 2 is accurate prior to VPRA’s execution of the grant agreement.</p>	<ol style="list-style-type: none"> <li>1. CSXT complies with requirements;</li> <li>2. the “agreement” is the grant agreement between VPRA and FRA (CSXT is not a party to it but has duties under <b>ATTACHMENT J</b> as a subrecipient to assist VPRA to comply with grant requirements, and to flow down certain requirements to Contractors and subcontractors)</li> </ol>	<ol style="list-style-type: none"> <li>1. third-party flow down requirements arising from <b>ATTACHMENT J</b> (General Terms and Conditions) are included within <b>ATTACHMENTS F and G</b></li> <li>2. As relates to third-party flow down requirements arising from <b>ATTACHMENT J</b> (Exhibits A-C), CSXT to incorporate Appendices A and E, and Exhibit B.5 into Project-related contracts and require incorporation into subcontracts of any tier.</li> </ol>

## 2.2 Audit

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

## 2.3 Required Notification

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

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

## 3 PROJECT COSTS; NOTICES TO PROCEED; CONTRACTORS; PAYMENT

### 3.1 Project Cost Control Amounts

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

### **3.2 Notices to Proceed**

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

- 3.2.1 one or more Early Work notices to proceed authorizing CSXT to undertake specifically-defined Early Work, with a corresponding compensation cap for the authorized Early Work, with this Project Addendum constituting the notice to proceed for the following initial Early Work activities:
  - 3.2.1.1 construction of the 99.5 Crossovers and associated signals, and retirement of the Ravensworth interlocking after the 99.5 Crossovers are operational.
- 3.2.2 a construction notice to proceed authorizing CSXT to undertake any and all portions of the Work not yet underway.

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

### **3.3 CSXT Use of Contractors**

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

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

### **3.4 Payment**

CSXT will submit and VPRA will pay invoices for Project Costs in accordance with § 14 of the Master Construction Agreement (CSXT). CSXT will submit invoices using CSXT's standard public project invoice form. Upon implementation of VPRA's electronic vendor portal, VPRA may require CSXT to submit invoices (using CSXT's standard public project invoice form) related to the Project electronically through such vendor portal. CSXT Self-Performed Work shall be invoiced at the contemporaneous fully-burdened labor rates paid by CSXT for each individual CSXT employee providing labor on the Project. At any time during the Project, within five (5) business days after a request from VPRA, CSXT shall provide supporting documentation demonstrating the contemporaneous fully-burdened labor rates paid by CSXT to CSXT forces for the CSXT Self-Performed Work.

## **4 WORK SCHEDULE**

### **4.1 Work Schedule and Work Windows**

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

### **4.2 Changes to Work Schedule**

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

## **5 PROJECT REVIEWS**

### **5.1 Meetings**

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

## **6 PERSON IN CHARGE**

### **6.1 VPRA Designated Representative**

Sarah Hoover  
1800 Diagonal Road  
Suite 300  
Alexandria, VA 22314  
[Sarah.Hoover@vpra.virginia.gov](mailto:Sarah.Hoover@vpra.virginia.gov)

### **6.2 CSXT Designated Representative**

Brett Sanders  
Director – Mid-Atlantic Construction  
3601 Eisenhower Ave., Suite 600  
Alexandria, VA 22304  
[Brett\\_Sanders@csx.com](mailto:Brett_Sanders@csx.com)

## **7 MAINTENANCE OF PROJECT RECORDS**

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

## **8 GOVERNING DOCUMENTS AND ORDER OF PRECEDENCE**

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

## **9 INSURANCE REQUIREMENTS**

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

## **10 TIMELY RESOLUTION OF NON-CONFORMING WORK**

Upon observing, inspecting, or monitoring the Work, either Party may initiate a written report noting any Work that it contends does not conform to the Applicable Project Standards or other Project requirements. If VPRA initiates such a report, it shall provide such report first to CSXT for review and CSXT will provide such report to its relevant Contractor(s) or relevant CSXT staff. The Parties will use commercially reasonable efforts to either (i) remedy any non-compliant Work within 21 calendar days after its discovery and report, or (ii) if the circumstances are such that a remedy cannot be effected within 21 calendar days, then within 21 calendar days after its discovery and report, develop implement a plan to remedy the non-conforming work as soon as practicable.

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

**VIRGINIA PASSENGER RAIL  
AUTHORITY**

**CSX TRANSPORTATION, INC.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

*Remainder of this page intentionally left blank*

**ATTACHMENT A-1**  
**CONSTRUCTION PERMITTING PLAN**  
**[SEE ATTACHED]**



**ATTACHMENT A-2**  
**ENVIRONMENTAL PERMITTING PLAN**  
**[SEE ATTACHED]**

**ATTACHMENT B**  
**MONTHLY DBE PARTICIPATION REPORT**  
**[SEE ATTACHED FORM]**

**ATTACHMENT C**  
**PROJECT COST CONTROL AMOUNTS**

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

**ATTACHMENT D  
INSURANCE REQUIREMENTS**

**[SEE ATTACHED]**

**ATTACHMENT E**  
**MONTHLY SMALL AND DIVERSE BUSINESS UTILIZATION REPORT**  
**[SEE ATTACHED FORM]**

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

**[SEE ATTACHED]**

**ATTACHMENT G**

**STANDARD FEDERAL EQUAL OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS**

**(EXECUTIVE ORDER 11246)**

**[SEE ATTACHED]**

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



**ATTACHMENT I**

**NATIONAL RAILROAD PASSENGER CORPORATION**  
**(AMTRAK)**

**SUPPLEMENTARY GENERAL PROVISIONS**  
**FOR CONSTRUCTION CONTRACTS**

**[SEE ATTACHED]**

**ATTACHMENT J**  
**DEPARTMENT OF TRANSPORTATION**  
**FEDERAL RAILROAD ADMINISTRATION GRANT AGREEMENT**  
**ATTACHMENT 1: GENERAL TERMS AND CONDITIONS;**  
**ATTACHMENT 2: PROJECT-SPECIFIC TERMS AND CONDITIONS; AND**  
**EXHIBITS A-C**  
**[SEE ATTACHED]**