COMMONWEALTH of VIRGINIA
Virginia Passenger Rail Authority

DJ Stadtler
Executive Director

Tiffany Robinson
Chairperson

919 East Main Street, Suite 2400
Richmond, Virginia 23219

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

RESOLUTION
OF THE
VIRGINIA PASSENGER RAIL AUTHORITY BOARD

October 7, 2025

MOTION

Made By: John Delandro Seconded By: Darien Flowers

Action: Motion carried, unanimously

Title: Authority to Execute Project Addendum with CSXT for Long Bridge Project

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

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

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

WHEREAS, VPRA has already awarded two independent design-build agreements with separate design-builders to construct the Long Bridge Project, one agreement for the North Package and one agreement for the South Package; and

WHEREAS, VPRA and CSXT have now sufficiently advanced the Long Bridge Project to the point where they are ready to enter into the corresponding project addendum between VPRA and CSXT and to begin the CSXT-led construction activities; and

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

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

EXHIBIT A

[SEE ATTACHED DRAFT]

####

Long Bridge
Project Addendum

Virginia Passenger Rail Authority
CSX Transportation, Inc.

THE LONG BRIDGE PROJECT
(R02A.N North Package/R02A.S South Package)
October 7, 2025

Contents

1 Definitions; Project Description; Roles; Changes 4
1.1 Definitions 4
1.2 General Description of Project 9
1.3 VPRA Role 10
1.4 CSXT Role 14
1.5 Changes to Scope 18
2 Funding Requirements 18
2.1 Federal Funding Partners 18
2.2 Audit 21
2.3 Required Notification 21
3 Project Costs; Notices to Proceed; Contractors; Payment 22
3.1 Project Addendum Timing 22
3.2 Notices to Proceed 22
3.3 CSXT Use of Contractors 22
3.4 Payment 22
4 Work Schedule 23
4.1 Work Schedule and Work Windows 23
4.2 Changes to Work Schedule 23
5 Project Reviews 24
6 Person in Charge 24
6.1 VPRA Designated Representative 24
6.2 CSXT Designated Representative 24
7 Maintenance of Project Records 24
8 Governing Documents and Order of Precedence 25
9 Insurance Requirements 25
10 Timely Resolution of Non-Conforming Work 25

ATTACHMENT SCHEDULE

ATTACHMENT	TITLE
A	Permitting Plan
B-1	Corridor Graphic
B-2	CSXT-Procured Materials
C-1	DBE Utilization Plan
C-2	Monthly DBE Participation Report
D-1	Small and Diverse Business Subcontracting Plan
D-2	Monthly Small and Diverse Business Utilization Report
E	Special Terms and Conditions (Federal Railroad Administration Clauses)
F-1	Build America, Buy America Certification
F-2	Build America Certification
G	National Railroad Passenger Corporation (Amtrak) Supplementary General Provisions for Construction Contracts
H	Cooperative Agreement no. 69A36525420890FSPVA between VPRA and FRA dated December 18, 2024
I	Form of U.S. Department of Transportation Grant Agreement under the Fiscal Year 2022 RAISE Grant Program
J	List of Illustrative Federal Laws for USDOT Loan
K-1	Insurance Requirements North Package
K-2	Insurance Requirements South Package
L	Approved Disposal Facilities

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 (DRPT), except for terms related to the CSXT-Delivered Scope, which shall 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 **"Amtrak**" means the National Railroad Passenger Corporation.

1.1.2 "**Applicable Design-Builder**" means (i) the North Package Design-Builder with respect to the North Package and (ii) the South Package Design-Builder with respect to the South Package.

1.1.3 "**As-Built Plans**" means the drawings and construction documents that reflect all changes made in the drawings and specifications during the construction process, and show exact dimensions, geometry, and location (including alignment points) of all elements of the Work.

1.1.4 **"Comprehensive Rail Agreement"** means the *Comprehensive Rail Agreement* between the Parties dated March 26, 2021.[1]

1.1.5 **"Conrail**" means Consolidated Rail Corporation.

1.1.6 **"Contractor(s)"** means the construction contractors, or other contractors, with whom VPRA or CSXT has contracted for, *inter alia*, the construction of the Project. For clarity, this term includes (without limitation) the North Package Design-Builder, the South Package Design-Builder, and any utility owners that self-perform Work related to their impacted utilities.

1.1.7 **"Corridor Graphic"** means the graphic attached hereto as **ATTACHMENT B-1** (*Corridor Graphic*), which depicts the approximate limits of the Project and the division of responsibility for certain portions of the Work. [The Corridor Graphic may change over time, as agreed by the Parties in accordance with Section 1.4.1.5.1.]

1.1.8 "**CSXT**" means CSX Transportation, Inc., a Virginia corporation.

1.1.9 "**CSXT-Approved Disposal Facility**" means the disposal facilities listed in **ATTACHMENT L** (*Approved Disposal Facilities*), together with any other similar facilities that are approved for soils or other Project-generated disposal in writing by CSXT.

---

[1] CSXT's original counterparty under the Comprehensive Rail Agreement was the Virginia Department of Rail and Public Transportation. However, it was assigned to VPRA by agreement dated June 28, 2021.

1.1.10 "**CSXT/Conrail-Managed Telecom Companies**" means the telecommunication entities with rights granted by CSXT to install, operate, and maintain telecommunication cables within certain civil infrastructure owned by CSXT (*e.g.*, conduits within a utility duct bank) and/or upon land owned by CSXT under the following nine license agreements, some of which are managed directly by CSXT and some of which are managed by Conrail on behalf of CSXT: CSX031187029, CSX031139222; CSX031139119, CFN000002, NYC051353001, CR292196, CR267666, CR318366, and CR311630.

1.1.11 "**CSXT-Delivered Scope**" means the following scope of work, consistent with the Corridor Graphic, to be performed by CSXT (directly through CSXT forces or indirectly through CSXT Contractors) for the benefit of the Project, and for which CSXT may request the support of the Applicable Design-Builder:

a. procurement of the CSXT-Procured Materials;

b. all interlocking and special trackwork modifications (this type of work is not included within the North Package but is adjacent under LE and must be coordinated with the Project);

c. plant inspections of the CSXT-Procured Materials at the approved fabricator / supplier's plant or fabrication site prior to shipping;

d. plant inspections and approval of non-Project materials such as special trackwork (turnouts and crossovers) that will be used in efforts adjacent to the Project and must be coordinated with the Work);

e. all interim improvements to existing track needed to support active operations including line and surfacing, tie replacement, rail corrections, or OTM replacement (interim improvements will be inspected by CSXT and the Applicable Design-Builder);

f. shifting any tracks which are in-service to temporary or final alignment including any improvements, such as new ties, to the existing tie mattress to support throw activities;

g. cut and throws to tie offline track construction work into active tracks to return to operation;

h. rail welds and continuous welded rail (CWR) thermal adjustments for connections to in-service tracks;

i. installation of any insulated joints or bolted joints for connections to in-service tracks; and

j. testing and commissioning of any track that will be put into service after cut and throw or new construction.

1.1.12 "**CSXT-Licensed Utility**" means any third-party occupant whose physical assets are located within the Project area under permission (license, easement, or other permission) of CSXT, and excluding the CSXT/Conrail-Managed Telecom Companies.

1.1.13 **"CSXT-Owned Monitored Structures"** means the existing Long Bridge, the existing two-track rail bridge over interstate 395, the existing two-track rail bridge over George Washington Memorial Parkway, and related embankments, in each case owned by CSXT and subject to monitoring during the construction phase of the Project.

1.1.14 **"CSXT-Owned Utility Assets**" means CSXT-owned utility assets (*e.g*., signals, power, communication assets, safety assets, etc.) that are required to be removed, relocated, or otherwise protected to accommodate the Project.

1.1.15 "**CSXT-Procured Materials**" means those materials shown as being furnished directly by CSXT for the benefit of the Project pursuant to **ATTACHMENT B-2** (*CSXT-Procured Materials*), together with any other similar materials mutually agreed by the Parties to be supplied by CSXT for the benefit of the Project. For clarity, the Applicable Design-Builder may deliver, receive, offload, and/or store certain CSXT-Procured Materials, in conformance with **ATTACHMENT B-2** (*CSXT-Procured Materials*).

1.1.16 **"DDOT"** means the District of Columbia Department of Transportation.

1.1.17 "**DBE**" means a certified disadvantaged business enterprise, as defined under 49 CFR Part 26.

1.1.18 **"DOEE"** means the District of Columbia Department of Energy and Environment.

1.1.19 **"DOB"** means the District of Columbia Department of Buildings.

1.1.20 "**Four-Track Structures**" means any existing two-track rail bridges that are reconstructed as a new, shared, single four-track structure as part of the Project. For clarity, the Four-Track Structures are the four-track structure replacements of the existing two-track rail bridges over (i) Ohio Drive SW, (ii) Washington Channel, and (iii) Maine Avenue.

1.1.21 "**FRA**" means the Federal Railroad Administration.

1.1.22 **"LE"** means L'Enfant interlocking at CFP 111.57.

1.1.23 "**Master Construction Agreement (CSXT)**" means the *Master Construction Agreement (CSXT)* between the Parties dated March 31, 2021. [2]

1.1.24 "**Master Construction Agreement (DRPT)**" means the *Master Construction Agreement (DRPT)* between the Parties dated March 31, 2021. [3]

1.1.25 "**North Package**" means all design, construction and ancillary efforts to complete the design and construction of the Project over approximately 0.8 miles between (i) Ohio Drive SW (West) in East Potomac Park and (ii) LE.

1.1.26 **"North Package Design-Builder"** means the design-build contractor performing Work for the North Package.

1.1.27 "**NPS**" means the National Park Service.

1.1.28 ["**Order Deadline**" means the last day on which Project materials can be ordered from a supplier such that the same Project materials will be delivered to the Project site and are ready to be installed or otherwise used for the Work without causing a delay to the Project Schedule.]

1.1.29 "**OTM**" means other track materials, as that term is typically used in the railroad construction industry, including tie plates, spikes, bolts, clips, anchors, tie plugs, and splice/join/compromise bars.

1.1.30 **"Party"** means each of CSXT and VPRA, collectively the **"Parties."**

1.1.31 **"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.[4]

1.1.32 **"Project"** means the Long Bridge Project (made up of both the North and South Packages), which constitutes approximately 1.8 miles of improvements between (i) RO in Arlington, Virginia and (ii) LE in Washington, D.C.

1.1.33 "**Project Addendum**" means this project addendum.

---

[2] CSXT's original counterparty under the Master Construction Agreement (CSXT) was the Virginia Department of Rail and Public Transportation. However, it was assigned to VPRA by agreement dated June 28, 2021.

[3] CSXT's original counterparty under the Master Construction Agreement (DRPT) was the Virginia Department of Rail and Public Transportation. However, it was assigned to VPRA by agreement dated June 28, 2021.

[4] CSXT's original counterparty under the Joint Operating and Maintenance Agreement was the Virginia Department of Rail and Public Transportation. However, it was assigned to VPRA by agreement dated June 28, 2021.

1.1.34 "**Project Authorization Notice**" means the *Project Authorization Notice* between the Parties dated March 31, 2022, as amended on September 25, 2023 and again on July 2, 2024, and as may be amended from time to time in the future.

1.1.35 **"Project Evaluation Report"** means a written monthly Project evaluation report to describe the progress of the Work as defined under § 6.2 of the Master Construction Agreement (DRPT).

1.1.36 "**RO**" means Rosslyn interlocking at CFP 110.1.

1.1.37 "**South Package**" means all design, construction and ancillary efforts to complete the design and construction of the Project between (i) RO in Arlington, VA and (ii) Ohio Drive SW (West) in East Potomac Park in Washington, DC (inclusive of the northern abutment for the new rail bridge across the Potomac River).

1.1.38 "**South Package Design-Builder**" means the design-build contractor performing Work for the South Package.

1.1.39 "**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.

1.1.40 **"VA DEQ"** means the Virginia Department of Environmental Quality.

1.1.41 **"VDOT**" means the Virginia Department of Transportation.

1.1.42 **"VPRA**" means the Virginia Passenger Rail Authority, a political subdivision of the Commonwealth of Virginia.

1.1.43 **"VRE**" means the commuter rail services known as the Virginia Railway Express.

1.1.44 "**VRE Commissions**" means, the following political subdivisions of the Commonwealth of Virginia, which collectively own and operate VRE: (i) the Northern Virginia Transportation Commission and (ii) the Potomac and Rappahannock Transportation Commission.

1.1.45 **"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 VPRA (directly or through Contractors, including through CSXT as CSXT undertakes the CSXT-Delivered Scope) respecting the Project, including but not limited to the administration of the Project and furnishing of labor, materials, supplies, and equipment associated with the Project.

1.1.46 **"Work Schedule"** means the critical path method schedule prepared by VPRA in collaboration with CSXT and incorporated into this Project Addendum.

1.1.47 **"Work Windows (Non-PTF)"** means the agreed periods when VPRA and its Contractors will have access to the portions of the Project site owned or controlled by CSXT to perform Work that does not foul, or does not have the potential to foul, the active railroad tracks at the Project site.

1.1.48 "**Work Windows (PTF)**" means the agreed periods when VPRA and its Contractors will have access to the areas of the Project site for Work that fouls, or has the potential to fouls, the active railroad tracks at the Project site.

1.1.49 **"WMATA**" means the Washington Metropolitan Area Transportation Authority.

1.2 General Description of Project

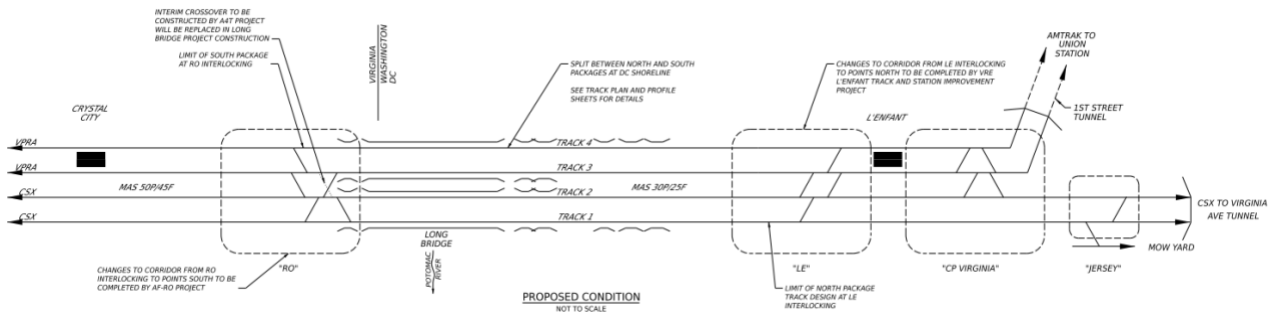
The Parties to this Project Addendum are CSXT and VPRA. This Project Addendum is entered into pursuant to (i) the Comprehensive Rail Agreement and (ii) § 3.2 of the Master Construction Agreement (DRPT), and (iii) with respect to the CSXT-Delivered Scope, § 3.3 of the Master Construction Agreement (CSXT).

This Project Addendum follows the Project Authorization Notice 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 (such as limited early construction activities) already covered by the Project Authorization Notice.

The Project consists of two primary construction packages referred to as the (i) North Package and (ii) South Package. Due to the existing environmental conditions, the Project is subject to permitting through federal, state, and local entities as part of final design.

The Project design work will continue to be refined and revised under the Project Authorization Notice as such design work is completed. A track schematic depicting the Project based on the 30% plans is included below.

Figure 1



1.3 VPRA Role

1.3.1 <u>VPRA-Led Activities</u>. VPRA is the project sponsor and except for the CSXT-Delivered Scope, will be responsible for the development, engineering, and construction of the Project. VPRA's lead role will include:

1.3.1.1 **Right-of-way** – VPRA (in some cases, through Amtrak) will lead all right-of-way acquisition activities;

1.3.1.2 **Project management plan** – VPRA will maintain and update a Project management 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 **Quality oversight** – VPRA will perform all materials sampling and testing, and inspection for acceptance of the Work in accordance with (i) VPRA's *Long Bridge Project Inspection Manual*, (ii) *Long Bridge Project Minimum Requirements for Materials Sampling and Testing*, and (iii) *Long Bridge Project Inspection Checklists*;

1.3.1.5 **Work Schedule** – independently for each of the North Package and South Package, in accordance with § 5.1 of the Master Construction Agreement (DRPT), VPRA will deliver to CSXT a proposed construction schedule, inclusive of Work Windows (Non-PTF) and Work Windows (PTF), and collaborate with CSXT to establish a finalized baseline Work Schedule. As part of the Project Evaluation Reports, VPRA will deliver to CSXT monthly Work Schedule updates during the life of the Project;

1.3.1.6 **Look-ahead schedules** – VPRA will provide to CSXT any look-ahead schedules provided by VPRA's Contractor(s);

1.3.1.7 **Progress reports –** VPRA will provide to CSXT monthly progress reports provided to VPRA by VPRA's Contractor(s);

1.3.1.8 **Permitting** – See **ATTACHMENT A** *(Permitting Plan)* for VPRA's 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 VPRA shall not be responsible to obtain and maintain such unnecessary permits;

1.3.1.9 **Third party coordination –** VPRA will lead coordination with FRA, VRE Commissions, Amtrak, WMATA, VDOT, DDOT, DOEE, DOB, Arlington County, NPS, VA DEQ, and all applicable regional bodies; and

1.3.1.10 **Project safety** – VPRA and the Applicable Design-Builders will be responsible for site access and work health and safety policies and procedures.

1.3.2 VPRA Construction-Related Activities. VPRA will lead the construction of the Project, with CSXT supporting VPRA for the following construction-related Project activities**:**

1.3.2.1 **Environmental mitigations and compliance** – VPRA will lead efforts to ensure all environmental mitigation requirements are followed and implemented and VPRA will enforce compliance with environmental commitments established in the applicable NEPA Documents, and compare field conditions to VPRA's documentation relating to environmental controls during the life of construction;

1.3.2.2 **Access to CSXT property** – subject to § 4.2(a) of the Master Construction Agreement (DRPT), VPRA and its Contractors will have access to the portions of the Project site existing within the bounds of the Retained RF&P Corridor to carry out the Work;

1.3.2.3 **Monthly meetings** – VPRA will hold at least monthly Project review meetings (pursuant to § 6.1 of the Master Construction Agreement (DRPT));

1.3.2.4 **Prevailing Wages** – VPRA will conduct periodic reviews with respect to Davis Bacon or other prevailing wage requirements;

1.3.2.5 **Quality assurance** – VPRA will develop, or cause to be developed, a construction quality assurance and quality control plan for the Project, and will ensure all Work has undergone quality review in accordance with such plan, and that all Work meets the Applicable Project Standards;

1.3.2.6 **Contractor requests for information** – VPRA will respond to Contractors' requests for information with support from CSXT as needed and upon request by VPRA;

1.3.2.7 **Design changes during construction** – VPRA will respond to field design changes and notices of design change submitted by VPRA Contractors, and CSXT will use commercially reasonable efforts to support such VPRA responses as needed and upon request by VPRA;

1.3.2.8 **Construction work plans** – VPRA will submit construction work plans on a rolling basis as they are prepared for discrete packages of the Work to CSXT for review and approval prior to construction of the corresponding Work elements;

1.3.2.9 **CSXT-procured materials** – VPRA will coordinate with CSXT on materials to be procured by CSXT, including timber ties, switches/turnouts/crossovers, rail, OTM, ballast, weld kits (for welds by CSXT) and insulated joints; VPRA will provide to CSXT a Work Schedule for delivery of such materials, and CSXT will use commercially reasonable efforts to procure and have available such materials in accordance with the Work Schedule provided by VPRA;

1.3.2.10 **Asset monitoring** – Subject to the Master Construction Agreement (DRPT), CSXT will allow VPRA Contractors to access the CSXT-Owned Monitored Structures for preconstruction inspections and condition baselining, and during construction VPRA will monitor the CSXT-Owned Monitored Structures for impacts in accordance with a written monitoring plan submitted by VPRA and approved by CSXT;

1.3.2.11 **As-built Plans** – VPRA will prepare and provide As-Built Plans to CSXT for review and for record keeping purposes; *provided that*, for CSXT-Delivered Scope construction elements, CSXT will prepare and provide As-Built Plans to VPRA for review and for record keeping purposes.

1.3.2.12 **Communications** – VPRA will develop and provide to CSXT 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;

1.3.2.13 **Service planning and service interruption notices** – VPRA will submit requests for any required passenger rail service interruptions or slow orders in accordance with Section 5.1(d) of the Master Construction Agreement (DRPT) and coordinate with Amtrak and VRE Commissions to communicate all service interruptions arising from the Project to public passengers;

1.3.2.14 **Excavated materials management –** The Parties have entered into that certain *Material Removal and Transfer Agreement* dated August 15, 2025, and VPRA will ensure that materials excavated from the Project are handled in accordance with that agreement. In addition:

1.3.2.14.1 VPRA will notify CSXT upon detection of hazardous materials, and VPRA will provide CSXT with copies of manifests for soils that originate from CSXT property;

1.3.2.14.2 Soils from CSXT property will be taken to a CSXT-Approved Disposal Facility by VPRA or its Contractors at VPRA's risk and expense, and

1.3.2.14.3 The Parties will work in good faith to identify and make available to VPRA and its Contractor(s) a transfer site at which VPRA's Contractor(s) may store materials excavated from the Project site temporarily prior to transfer of such materials to a [CSXT-Approved Disposal Facility];

1.3.2.15 **Utility Work –** VPRA will lead all Work related to impacted utilities subject to the following coordination with CSXT;

1.3.2.15.1 CSXT will perform all design activities with respect to any CSXT-Owned Utility Assets, *provided however*, that VPRA's Contractor(s), and not CSXT, will design and construct removals and relocations for any drainage assets owned by CSXT;

1.3.2.15.2 with respect to the CSXT-Owned Utility Assets, CSXT will construct communication foundations, install cabinets and signal equipment, pull communication cables, and test and commission signal assets;

1.3.2.15.3 with respect to the CSXT-Licensed Utilities, relocation costs will be treated in accordance with § 4.11(e) of the Comprehensive Rail Agreement, *provided however*, that VPRA may elect to absorb such relocation costs if VPRA determines, in its sole discretion, that such an election would be for the overall benefit of the Project;

1.3.2.15.4 with respect to the CSXT/Conrail-Managed Telecom Companies, the Parties intend to enter into a separate, three-party agreement (to include Conrail) that will provide for the temporary relocation of the CSXT/Conrail-Managed Telecom Companies into conduits controlled by a third party during the construction life of the Project, and the ultimate relocation of the same assets into a newly-constructed fiber duct bank owned and controlled by CSXT after construction of the Project; and

1.3.2.15.5 [for impacted utilities that are not (i) CSXT-Owned Utility Assets, (ii) CSXT-Licensed Utilities, or (iii) the assets of one or more CSXT/Conrail-Managed Telecom Companies, VPRA will enter into bilateral agreements with such other utility entities governing relocation, removal, protection in place, or other necessary activities needed for the Project.]

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

1.4 CSXT Role

1.4.1 CSXT-Led Activities. CSXT will lead the CSXT-Delivered Scope, as described in this § 1.4 (*CSXT Role*). Absent a letter of no prejudice issued by VPRA, CSXT shall not proceed with any portions of the CSXT-Delivered Scope until VPRA has issued a corresponding written notice to proceed. CSXT's role includes:

1.4.1.1 **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;

1.4.1.2 **Work Schedule** – in accordance with § 5.1 of the Master Construction Agreement (DRPT), CSXT will collaborate with VPRA (on a per-Package basis) to establish a baseline Work Schedule, together with Contract Time and Work Windows (Non-PTF) and Work Windows (PTF), for the Project;

1.4.1.3 **Project safety** – CSXT reserves their right to enforce roadway worker and safety policies and procedures; and

1.4.1.4 **Flagging** – CSXT will provide no less than one flagger per shift (inclusive of weekends and nights during which Work is performed) for each of the North Package and South Package, and CSXT shall use commercially reasonable efforts to staff flaggers (whether through contractors or by CSXT internal staff) sufficiently so that Work is not negatively impacted if a given flagger is absent from work for one or more workdays due to illness or other leave. CSXT holidays or other periods in which CSXT knows in advance that it will not be able to staff a flagger will be coordinated by the Parties when the Work Schedule is being developed or at such other reasonable periods when known to CSXT.

1.4.1.5 CSXT will perform the following construction-specific activities:

1.4.1.5.1 **CSXT-Delivered Scope** – CSXT will undertake and deliver the CSXT-Delivered Scope in accordance with the Work Schedule developed in collaboration by the Parties, and any proposed changes to the CSXT-Delivered Scope will be handled pursuant to §§ 4.4 and 4.5 of the Master Construction Agreement (CSXT), [*provided that*, if CSXT is seeking to shift certain CSXT-Delivered Scope to VPRA or its Contractors, then CSXT shall provide VPRA written notice of such proposed shift no later than the earlier between (i) sixty days prior to the start of the relevant Work activities, and (iii) sixty days prior to the Order Deadline for the relevant CSXT-Procured Materials;]

1.4.1.5.2 **Quality assurance** – CSXT may opt (but has no duty) to review and audit any quality records provided by VPRA under VPRA's construction quality assurance and quality control plan for the Project; CSXT will review and approve track related materials and their sources, and the equipment that will be used for track work;

1.4.1.5.3 **Shop drawings and construction documents –** CSXT will review and provide comments on all shop drawings and construction documents provided by VPRA within a commercially reasonable amount of time after receipt of each design package, which for purposes of this paragraph under normal circumstances will be not less than ten (10) days, nor more than fourteen (14) days;

1.4.1.5.4 **Construction period design changes –** CSXT will review for approval or rejection design changes to the issued-for-construction plans, including field design changes and notices of design change, within a commercially reasonable amount of time after receipt of each design package, which for purposes of this paragraph under normal circumstances will be not less than ten (10) days, nor more than twenty one (21) days;

1.4.1.5.5 **Work Plans –** CSXT will review and approve or reject construction work plans for all activity on the CSXT right of way, [*provided that,* if any such construction work plan not approved or rejected by CSXT within two working days after delivery by VPRA, then such plan shall be deemed approved;]

1.4.1.5.6 **Pre-activity meetings –** CSXT will attend pre-activity meetings;

1.4.1.5.7 **Non-conformance reports –** CSXT will review and provide comment on non-conformance reports where applicable to CSXT-owned infrastructure;

1.4.1.5.8 **Track outages –** CSXT will review and approve or reject any short-term track outages and phase changes/cutovers;

1.4.1.5.9 **Summary information** – to the extent CSXT requests more frequent reporting than monthly, then VPRA may elect to provide such reports without obligation;

1.4.1.5.10 **Contractor requests for information** – if requested by VPRA, CSXT will use commercially reasonable efforts to support VPRA in its response to Contractors' requests for information and be permitted, under normal circumstances, not less than ten (10) working days, nor more than twenty (20) working days to review and respond to VPRA;

1.4.1.5.11 **Timing of CSXT-procured materials –** CSXT shall use commercially reasonable efforts to procure, deliver, and have available for the Work any materials supplied by it in accordance with the Work Schedule developed in collaboration by the Parties;

1.4.1.5.12 **New track connections –** CSXT will perform cut and throws to connect new tracks to existing tracks;

1.4.1.5.13 **RO crossover –** CSXT will install the proposed crossover at RO;

1.4.1.6 **Adjacent project coordination –** CSXT will lead the Alexandria Fourth Track Project and support VPRA and VRE Commissions on the coordination of L'Enfant Fourth Track and Station Improvements Project;

1.4.1.7 **DBE reporting –** CSXT will require its Contractor(s) to submit a DBE utilization plan and report DBE usage to VPRA monthly using the forms attached as **ATTACHMENT C-1** (*DBE Utilization Plan*) and **ATTACHMENT C-2** (*Monthly DBE Participation Report*); and

1.4.1.8 **SWAM reporting –** CSXT will require its Contractor(s) to submit a SWaM utilization plan report SWAM usage to VPRA monthly using the forms attached as **ATTACHMENT D-1** (*Small and Diverse Business Subcontracting Plan*) and **ATTACHMENT D-2** (*Monthly Small and Diverse Business Utilization Report*) for VPRA's own internal tracking purposes;

1.4.1.9 **Service planning and service interruption notices** – With respect to the CSXT-Delivered Scope, CSXT will submit requests for any required passenger rail service interruptions or slow orders in accordance with Section 5.2(d) of the Master Construction Agreement (CSXT) and coordinate with Amtrak and VRE Commissions to communicate all service interruptions arising from the Project to public passengers; and

1.4.1.10 **[Start of maintenance responsibilities –** VPRA Contractor(s) will have the risk of loss and will be required to maintain certain Project assets during the construction life of the Project, *provided however,* that upon CSXT's acceptance of beneficial use and operational control of any elements of the Project formerly under the control of a VPRA Contractor, the relevant VPRA Contractor will be relieved of maintenance responsibilities and the risk of loss will shift to the owner(s) of such assets, *provided further that*, nothing in this provision shall apply to structures or other elements of the Project that are temporary (*i.e.*, not in their final configurations), even if such structures are used by CSXT for active operations.]

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 Project scope (including additional Work) will be completed in accordance with §§ 4.4 and 4.5 of the Master Construction Agreement (DRPT), except with respect to changes to the Project scope related to the CSXT-Designated Scope, which will be completed in accordance with §§ 4.4 and 4.5 of the Master Construction Agreement (CSXT).

2 FUNDING REQUIREMENTS

2.1 Federal Funding Partners

VPRA anticipates receiving federal financial assistance from Funding Partners on the Project as follows:

NORTH PACKAGE	SOUTH PACKAGE
➢ Federal-State Partnership National Program (FRA) ➢ Amtrak-supplied FRA grant funding ➢ USDOT toll-backed loan	➢ Federal-State Partnership National Program (FRA) ➢ Rebuilding American Infrastructure with Sustainability and Equity (FRA) ➢ USDOT toll-backed loan

Accordingly, this Project Addendum and any third-party contracts CSXT awards in connection with the Project, are subject to the requirements imposed upon VPRA as a condition of its receipt of federal financial assistance. The Parties agree that the attachments noted in Table 2.1 below are incorporated into this Project Addendum, and CSXT will comply with such attachments to the extent required by federal law, and incorporate the requirements of those attachments into any applicable third-party agreements. If CSXT is not reimbursed for work performed under this Project Addendum, or otherwise incurs an adverse impact, due to an alleged failure to comply with any provision of an attachment included in Table 2.1, CSXT reserves the right to challenge such provision as being outside the scope of the requirements of federal law. If CSXT is successful in such a challenge, CSXT will not be contractually bound to adhere to such provision. Table 2.1 presents a table of attachments as a convenience only; nothing in Table 2.1 is binding upon the Parties. The obligations of the Parties are expressed in the attachments.

TABLE 2.1

ATTACHMENT	APPLICATION TO CSXT UNDER PROJECT ADDENDUM	REQUIRED FLOW DOWNS TO CONTRACTORS FOR THIRD-PARTY PROJECT AGREEMENTS

GENERAL FRA REQUIREMENTS		
ATTACHMENT E (*Special Terms and Conditions (Federal Railroad Administration Clauses)*)	1. CSXT complies as "Contractor" 2. Project Addendum to the Master Construction Agreement (DRPT), as an agreement under the Comprehensive Rail Agreement, constitutes the "Contract"	1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety 2. Each contract or subcontract will constitute a discrete "Contract"
ATTACHMENT F-1 (*Build America, Buy America Certification*)	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
ATTACHMENT F-2 *(Build America Certification)*	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
AMTRAK REQUIRED TERMS		
ATTACHMENT G (National Railroad Passenger Corporation (Amtrak) Supplementary General Provisions for Construction Contracts)	1. CSXT complies as "Contractor" 2. Project Addendum to the Master Construction Agreement (CSXT), as an agreement under the Comprehensive Rail Agreement, constitutes the "Contract"	1. CSXT to incorporate into Project-related contracts and require incorporation into subcontracts of any tier in its entirety 2. Each contract or subcontract will constitute a discrete "Contract" ***CSX to execute and require subcontractors of all tiers to execute appendices A and B (lobbying and debarment certificates, respectively)**

FED-STATE PARTNERSHIP REQUIRED TERMS		
ATTACHMENT H (*Cooperative Agreement no. 69A36525420890FSPVA between VPRA and FRA dated December 18, 2024)*	1. CSXT complies with requirements; incorporated as part of FRA requirements 2. the "agreement" is the grant agreement between VPRA and FRA (CSXT is not a party to it but has duties under **ATTACHMENT H** as a subrecipient to assist VPRA to comply with grant requirements, and to flow down certain requirements to Contractors and subcontractors)	1. third-party flow down requirements arising from *General Terms and Conditions* are included within **ATTACHMENT H** (General Terms and Conditions) are included within **ATTACHMENT E** 2. As relates to third-party flow down requirements arising from **ATTACHMENT H** (Exhibits A-C), CSXT will incorporate Appendices A and E, and Exhibit B.5 into Project-related contracts and require incorporation into subcontracts of any tier
RAISE-REQUIRED TERMS		

ATTACHMENT I (*U.S. Form of Department of Transportation Grant Agreement under the Fiscal Year 2022 RAISE Grant Program* **Note:** The grant agreement 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 the final grant agreement is accurate prior to VPRA's execution of the grant agreement.	1. CSXT complies with requirements; incorporated as part of FRA requirements 2. the "agreement" is the grant agreement between VPRA and FRA (CSXT is not a party to it but has duties under **ATTACHMENT I** as a subrecipient to assist VPRA to comply with grant requirements, and to flow down certain requirements to Contractors and subcontractors)	1. third-party flow down requirements arising from **ATTACHMENT I** (General Terms and Conditions) are included within **ATTACHMENT E** 2. As relates to third-party flow down requirements arising from **ATTACHMENT I** (Exhibits A-C), CSXT to incorporate Appendices A and E into Project-related contracts and require incorporation into subcontracts of any tier.
US DOT LOAN TERMS		
ATTACHMENT J (*List of Illustrative Federal Laws for USDOT Loan*)	1. CSXT complies in material respects with applicable enumerated federal statutes	1. CSXT requires its Contractors and subcontractors of all tiers for the Project to comply in material respects with the appliable enumerated federal statutes

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

Each Party will insert the following notifications in all solicitations for work or materials on Project:

2.3.1 <u>FRA Required Notification</u>

[VPRA/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 Addendum Timing

The Parties acknowledge and agree that, notwithstanding § 3.2 of the Master Construction Agreement (DRPT), in the interest of the Project schedule they are entering into this Project Addendum before final engineering and design work for the Project have been completed. However, VPRA will not begin relevant construction activities under this Project Addendum until after final design comment resolution by the Parties with respect to the relevant construction activities. For clarity, VPRA may cause discrete design packages to be completed and advanced to construction independent of other Project design packages.

3.2 Notices to Proceed

As Project status and conditions allow, VPRA will issue one or more written notices to proceed to CSXT with respect to some or all of the CSXT-Delivered Scope. Such written notices may be issued specific to the North Package, South Package, or both. CSXT may not begin the corresponding portions of the CSXT-Delivered Scope unless VPRA has issued a written notice covering such portions.

3.3 CSXT Use of Contractors

To the extent CSXT uses construction Contractors to deliver some or all of the CSXT-Delivered Scope, CSXT shall require its Contractors to defend, indemnify, and hold harmless VPRA and the Commonwealth, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damages and/or liabilities of any nature in connection with such contractors' performance of any of the CSXT-Delivered Scope. For the avoidance of doubt, professional services consultants and contractors are excluded from this Section 3.3

3.4 Payment

VPRA shall pay CSXT for all CSXT Work Costs incurred under this agreement. CSXT will submit and VPRA will pay invoices for CSXT Work 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. The CSXT-Delivered Scope performed by CSXT forces 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 performing the CSXT-Delivered Scope. Compensation for the CSXT Work costs will be capped as follows:

North Package Cap	$[●]
South Package Cap	$[●]

4 WORK SCHEDULE

4.1 Work Schedule and Work Windows

The Work Schedule and Work Windows (Non-PTF) and Work Windows (PTF) 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 of the Master Construction Agreement (DRPT). Notwithstanding the foregoing, with respect to the CSXT-Delivered Scope, in the event of a conflict, the Parties shall refer to § 5.2 of the Master Construction Agreement (CSXT). VPRA will propose an initial Work Schedule and Work Windows (Non-PTF) and Work Windows (PTF), and CSXT shall have thirty (30) days after receipt to review and approve (or reject) such proposed Work Schedule and Work Windows (Non-PTF) and Work Windows (PTF). If rejecting, CSXT shall state the reasons therefor in writing and the process will be repeated (except that CSXT will have ten (10) days to review subsequent proposals) until the Parties agree on a Work Schedule and Work Windows (Non-PTF) and Work Windows (PTF) for the Project. The Parties acknowledge and agree that Work Windows (Non-PTF) and Work Windows (PTF) may be coordinated across multiple projects in addition to the Project.

Unless otherwise agreed between the Parties at the time, the Parties agree that VPRA shall use the following Work Windows (PTF) when developing any Work Schedule.

Work Window Category	Minimum Hours per Shift	Window	Days per Week
Work Windows (PTF)	[5]	[●] a.m. to [●] p.m.	6 (Monday – Saturday)

[CSXT shall use commercially reasonable efforts to ensure that railroad tracks at the Project site are available to VPRA and its Contractors for the Work Windows (PTF) noted above (or as otherwise established by the Parties), *provided that,* the Parties acknowledge that CSXT must continue to dispatch efficiently the active railroad tracks through the Project site, and will not be liable to VPRA or its Contractors for any delays to the Work arising from railroad traffic over the active tracks at the Project site.]

4.2 Changes to Work Schedule

Changes to the Work Schedule will be completed in accordance with § 5.1(d) of the Master Construction Agreement (DRPT). Notwithstanding the foregoing, with respect to the CSXT-Delivered Scope, in the event of a conflict with respect to changes to the Work Schedule, the Parties shall refer to § 5.2(d) of the Master Construction Agreement (CSXT).

5 PROJECT REVIEWS

The Parties' Designated Representatives and other required parties will hold Project review meetings in accordance with § 6.1 of the Master Construction Agreement (DRPT). 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

Shirlene Cleveland
1800 Diagonal Road
Suite 300
Alexandra, VA 22314
Shirlene.cleveland@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

7 MAINTENANCE OF PROJECT RECORDS; MAINTENANCE OF FOUR-TRACK STRUCTURES AFTER CONSTRUCTION

7.1 Project Records and Data. Each Party shall maintain Project records and data and provide the other Party access to such records and data for a period of five (5) years following final payment to the Applicable Design Builder. In addition, each Party 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 Project records and data, which will be subject to access by both Parties during such period.

7.2 Maintenance of Four-Track Structures After Construction. [After construction of the Project is complete, CSXT shall perform or cause to be performed regular maintenance on the Four-Track Structures and shall invoice VPRA for 100% of such costs, without markup. VPRA will pay all undisputed portions of such maintenance costs within 30 days after receipt of an invoice from CSXT. If in CSXT's reasonable judgment there is a need to reconstruct one or more of the Four-Track Structures, then the Parties shall meet and confer for the purpose of agreeing on how to share the costs of such reconstruction based on each Party's historical and future planned use of the relevant Four-Track Structure.]

8 GOVERNING DOCUMENTS AND ORDER OF PRECEDENCE

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

9 INSURANCE REQUIREMENTS

VPRA agrees to include in its agreement with the North Package Design-Builder the insurance coverage requirements set forth in **ATTACHMENT K-1** (*Insurance Requirements North Package*), and in its agreement with the South Package Design-Builder the insurance coverage requirements set forth in **ATTACHMENT K-2** (*Insurance Requirements South Package*).

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 a Party initiates such a report, it shall provide such report first to the other Party for review and such Party will provide such report to its relevant Contractor(s) or relevant 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 affected within 21 calendar days, then within 21 calendar days after its discovery and report, develop and implement a plan to remedy the non-conforming work as soon as practicable.

Remainder of this page intentionally left blank

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

VPRA	**CSX TRANSPORTATION, INC.**
BY:_____	**BY:**_____
NAME:_____	**NAME:**_____
TITLE:_____	**TITLE:**_____
DATE:_____	**DATE:**_____

Remainder of this page intentionally left blank

ATTACHMENT A

PERMITTING PLAN

[SEE ATTACHED]

ATTACHMENT B-1

CORRIDOR GRAPHIC

[SEE ATTACHED]

ATTACHMENT B-2

CSXT-PROCURED MATERIALS

[SEE ATTACHED]

ATTACHMENT C-1

DBE UTILIZATION PLAN

[SEE ATTACHED]

ATTACHMENT C-2

MONTHLY DBE PARTICIPATION REPORT

[SEE ATTACHED]

ATTACHMENT D-1

SMALL AND DIVERSE BUSINESS SUBCONTRACTING PLAN

[SEE ATTACHED]

ATTACHMENT D-2

MONTHLY SMALL AND DIVERSE BUSINESS UTILIZATION REPORT

[SEE ATTACHED]

ATTACHMENT E

SPECIAL TERMS AND CONDITIONS (FEDERAL RAILROAD ADMINISTRATION CLAUSES)

[SEE ATTACHED]

ATTACHMENT F-1

BUILD AMERICA, BUY AMERICA CERTIFICATION

[SEE ATTACHED]

ATTACHMENT F-2

BUILD AMERICA CERTIFICATION

[SEE ATTACHED]

ATTACHMENT G

NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) SUPPLEMENTARY GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

[SEE ATTACHED]

ATTACHMENT H

COOPERATIVE AGREEMENT NO. 69A3652540890FSPVA BETWEEN VPRA AND FRA DATED DECEMBER 18, 2024

[SEE ATTACHED]

ATTACHMENT I

FORM US U.S. DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT UNDER FISCAL YEAR 2022 RAISE GRANT PROGRAM

[SEE ATTACHED]

ATTACHMENT J

LIST OF ILLUSTRATIVE FEDERAL LAWS FOR USDOT LOAN

[SEE ATTACHED]

ATTACHMENT K-1

INSURANCE REQUIREMENTS FOR NORTH PACKAGE

[SEE ATTACHED]

ATTACHMENT K-2

INSURANCE REQUIREMENTS FOR SOUTH PACKAGE

[SEE ATTACHED]

ATTACHMENT L

APPROVED DISPOSAL FACILITIES

[SEE ATTACHED]